

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

IN RE:

Case No. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,

Deceased.

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**SUBMISSION OF LIST OF PLEADINGS AND MOTIONS RELEVANT TO HEARINGS
SCHEDULED BY DEC. 13, 2016 JUDGE SCHER CASE MANAGEMENT ORDER
SUBMITTED BY ELIOT I. BERNSTEIN, AS A BENEFICIARY OF THE ESTATE OF
SIMON L. BERNSTEIN AND AN INTERESTED PERSON WITH STANDING**

EXHIBIT LIST BINDER FOR FEBRUARY 16, 2016 HEARING JUDGE SCHER

1. Colin Order Staying Other Counts of Validity Hearing
2. Ted's Amended Complaint Shirley Trust
3. Phillips Trial Order which Continues the Stay on the Other Counts
4. Phillips Judgment after Bogus Validity Trial that does NOT Say Anything on Standing or Beneficiaries, etc
5. Rose Ted Complaint of Jan. 4th 2016
6. Copy of the Will 2012
7. Copy of 2007 -2008 Tax Returns LIC
8. Copy of Wilmington Statement
9. Copy of All Financial Docs in the All Writs Filing
 - a. Grant Thornton
 - b. Stanford Valuation
 - c. Bank One Statement Page
 - d. JP Morgan Simon Account
 - e. JP Morgan Simon Account % Arbitrage Int'l
 - f. JP Morgan Trustee Account Spallina Tescher

- g. Oppenheimer Email Regarding Stanford Account Transfers
- 10. Copy of O'Connell Undated Statement Feb 9, 2017 filing
- 11. Copy of All Writs Act Filing
- 12. Copy of EXCERPT from Sept 2013 hearing Colin (Just Do First pages intro, the Relevant Pages needed, and the Last pages etc) - Get the Manceri section saying you are a Beneficiary - Get the sections where Colin discusses Miranda
- 13. Copy of Sept 15 2015 Case Management Phillips Transcript - Filing # 52565584 E-Filed 02/16/2017 06:54:43 AM
- 14. Copy of EIB Nov. 21, 2016 Filing in Opposition Bogus Rose Filings
 - a. Pages 1-30
 - b. Pages 163-217
- 15. Copy of Shirley Guardian Order
- 16. Copy of Standing Order Shirley
- 17. Colin Feb. 18, 2014 Order on Discovery against Tescher Spallina
- 18. Dr. Ronik Seecheran Letter Regarding Eliot Health
- 19. PBSO REPORTS TED AND ROSE STATEMENTS - Filing # 52566594 E-Filed 02/16/2017 08:24:38 AM
- 20. Nov 28, 2016 Letter to Judge Scher from Alan Rose
- 21. Filing # 32030300 E-Filed 09/14/2015 05:18:25 PM Trustee Omnibus Judge Phillips
- 22. Opposition to Jan 4 2016 Ted Filing On Standing
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20FINAL%20ESIGNED%20OPPOSITION%20IMPROPER%20ROSE%20TED%20HEARING%20GAG%20ORDER.pdf>
- 23. Opposition Jan 13 2016 to Ted Filing On Guardian
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20160113%20FINAL%20ESIGNED%20MOTION%20IN%20OPPOSITION%20TO%20GUARDIAN%20SHIRLEY%20TRUST%20Phillips%20Rose%20ECF%20STAMPED%20COPY.pdf>
- 24. Jan 19, 2016 Eliot Objections to Proposed Order
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20160119%20Final%20ESigned%20Objections%20to%20Proposed%20Order%20of%20Alan%20B.%20Rose%20ECF%20Stamped%20Copy.pdf>
- 25. December 15 2015 Validity Hearing Transcript - Filing # 52565600 E-Filed 02/16/2017 06:58:04 AM

26. September 01, 2016 Hearing RE TPP - Feaman exposes fraud - Filing # 52565684 E-Filed 02/16/2017 07:23:04 AM
27. September 13, 2013 Hearing Judge Colin - Filed with Court - Filing # 52565612 E-Filed 02/16/2017 07:00:50 AM
28. 15th Judicial Administrative Order 3.203-9/08 UNIFORM PRETRIAL PROCEDURES IN CIVIL ACTIONS
<https://15thcircuit.co.palm-beach.fl.us/documents/10179/15127/3.203.pdf>
29. Notice of Administration Simon Bernstein Estate
30. Sep 19, 2014 Ben Brown Letter

**EXHIBITS BY URL SUBMISSION - ALL URL'S FULLY INCORPORATED BY
REFERENCE HEREIN**

1. ESTATE & TRUST of Simon L. Bernstein Accounting Objections;
 - a. Eliot Bernstein filed May 22, 2014¹ to Simon Estate
 - b. Jill Iantoni & Lisa Friedstein filed May 30, 2014² to Simon Estate
 - c. MOLLY SIMON, ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and
MICHAEL BERNSTEIN filed June 01, 2014³ to Simon Estate
 - d. Creditor William Stansbury filed June 02, 2014⁴ to Simon Estate
 - e. PR Brian O'Connell, Esq. filed August 13, 2014⁵ to Simon Estate

¹<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140522%20FINAL%20SIGNED%20PRINTED%20OBJECTION%20TO%20FINAL%20ACCOUNTING%20Low.pdf>

²<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140530%20Objections%20to%20Final%20Accounting%20Jill%20and%20Lisa.pdf>

³<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140601%20Objection%20to%20Final%20Accounting%20Molly%20Eric%20Michael.pdf>

⁴ June 02, 2014 Objection to Accounting Creditor Stansbury Simon Estate
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140602%20Objection%20to%20Spallina%20Teschher%20Accounting%20Stansbury%20Feaman.pdf>

⁵ August 13, 2014 Objection to Accounting PR Brian O'Connell Simon Estate
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140813%20Personal%20Representative%20OConnell%20Objection%20to%20Spallina%20and%20Teschher%20Final%20Accounting.pdf>

- f. Eliot Bernstein filed September 02, 2015⁶ to Simon Bernstein Trust Accounting
 - g. Brian O’Connell filed Amended September 30, 2015⁷ to Simon Bernstein Trust
2. May 13, 2013 Emergency Motion⁸ - Halt Freeze All Assets
 3. Nov. 21, 2016 Objections Filed in All 3 Cases⁹ -
 4. PRIOR MOTIONS TO REMOVE TED
 - a. May 06, 2013 – filed in both Simon and Shirley

“EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE F/B: ELIOT IVAN BERNSTEIN”

 - i. <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>
 - b. Filing # 17660459 Electronically Filed 08/28/2014 05:53:59 PM “AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND

⁶ September 02, 2015 Objection to Accounting filed by Eliot Bernstein - Simon Trust Accounting
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150902%20FINAL%20Objection%20to%20Simon%20Bernstein%20Trust%20Accounting%20ECF.pdf>

⁷ September 30, 2015 Objection to Accounting filed by PR O’Connell - Simon Trust Accounting
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150930%20Simon%20Estate%20Accounting%20Objection%20of%20Ted%20Trust%20Accounting%20Brian%20O'Connell%20PR.pdf>

⁸ May 06, 2013 Emergency Petition
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

⁹ November 21, 2016 Opposition to Trustee's Motion to Close Estate
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20161121%20FINAL%20ESIGNED%20Motion%20in%20Opposition%20to%20Trustee%20Motion%201%20i%20and%202%20Simon%20Estate%20Case%204391%20ECF%20STAMPED%20COPY.pdf>

TRUSTS OF SIMON AND SHIRLEY BERNSTEIN IN ALL FIDUCIAL
CAPACITIES ON THE COURT'S OWN INITIATIVE- FLORIDA TITLE XLII
736.0706” - Simon Estate

- i. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140828%20SIMON%20ESTATE%20Amended%20Motion%20to%20Remove%20Theodore%20as%20PR%20and%20Trustee%20in%20the%20Estates%20and%20Trusts%20of%20Simon%20and%20Shirley%20Bernstein%20ECF%20STAMPED%20Copy.pdf>
- c. Filing # 17930130 Electronically Filed 09/06/2014 09:30:01 PM “PETITION TO REMOVE TED BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE OF THE ALLEGED SIMON BERNSTEIN REVOCABLE TRUST” - Simon Trust
 - i. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140906%20PETITION%20TO%20REMOVE%20TED%20AS%20SUCCESSOR%20TRUSTEE%20OF%20THE%20SIMON%20BERNSTEIN%20REVOCABLE%20TRUST%20ECF%20STAMPED%20COPY.pdf>
- d. Filing # 18185199 Electronically Filed 09/12/2014 03:36:53 PM “PETITION TO REMOVE TED BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE OF THE ALLEGED SHIRLEY BERNSTEIN IRREVOCABLE TRUST” - Shirley Trust
Construction Case
 - i. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140912%20TRUST%20CONSTRUCTION%20CASE%20PETITION%20TO%20REMOVE%20TED%20AS%20SUCCESSOR%20TRUSTEE%20OF%20THE%20>

[20SIMON%20BERNSTEIN%20REVOCABLE%20TRUST%20ECF%20STAMPED%20COPY.pdf](#)

- e. Filing # 26593876 E-Filed 04/28/2015 03:51:33 AM “AMENDED COMPLAINT TO REMOVE THEODORE STUART BERNSTEIN AS SUCCESSOR TRUSTEE”
 - i. [http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150428%20FINAL%20COMPLAINT%20TO%20REMOVE%20TED%20AS%20SUCCESSOR%20TRUSTEE%20OF%20THE%20%20SIMON%20BERNSTEIN%20REVOCABLE%20TRUST%20SIMON%20TRUST%20CASE%20ECF%20STAMPED%20COPY.pdf](#)
- 5. Eliot’s MOTIONS Filed in Opposition to Remove Standing from Jan - March 2016 -
- 6. Motion for New Trial - Denied Summarily in Violation of Due Process -
 - a. January 07, 2016 - Order Denying New Trial
 - i. [http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160107%20ORDER%20Phillips%20Deny%20Motion%20for%20New%20Trial.pdf](#)
 - b. Filing # 36072783 E-Filed 12/31/2015 10:14:18 PM “MOTION FOR NEW TRIAL”
 - i. [http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151231%20FINAL%20ESIGNED%20MOTION%20FOR%20NEW%20TRIAL%20STAY%20INJUNCTION%20PHILLIPS%20ECF%20STAMPED%20COPY.pdf](#)
 - c. Filing # 35530283 E-Filed 12/15/2015 07:38:57 AM “ELIOT BERNSTEIN’S MOTION FOR STAY & CONTINUANCE OF TRIAL”

- i. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf>

7. Eliot Answer & Counter Complaint - Shirley Trust Validity Case

- i. Answer -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140902%20Final%20Signed%20Printed%20Answer%20Trustee%20Construction%20Law%20suit%20ECF%20Filing%20Copy.pdf>

- ii. Counter -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140902%20Final%20Signed%20Printed%20Counter%20Complaint%20Trustee%20Construction%20Lawsuit%20ECF%20Filing%20Copy.pdf>

8. Eliot's Suggested Case Management Conference Schedule of Nov. 28 2016 - Not Fully Heard and Not Considered in Order of Dec. 13, 2016 Filing # 49329510 E-Filed

11/28/2016 02:51:29 PM¹⁰

Feaman and Stansbury Notification to Courts and Fiduciaries of criminal and civil misconduct in courts and related filings:

9. November 28, 2016 CLAIMANT, WILLIAM E. STANSBURY'S SUMMARY OF ISSUES

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20161128%20Claimant%20Stansbury%20Summary%20of%20Issues%20Simon%20Estate%20Status%20Conference.pdf>

10

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20161128%20Final%20Signed%20Status%20Conference%20Agenda%20Simon%20and%20Shirley%20Estates%20and%20Trusts%20ECF%20STAMPED%20COPY%201162%20Simon%20Trust.pdf>

10. November 28, 2016 Stansbury Letter to Judge Scher with copy of Stansbury Summary of issues for Status Conference.pdf

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20161128%20Stansbury%20Letter%20to%20Judge%20Scher%20with%20copy%20of%20Stansbury%20Summary%20of%20issues%20for%20Status%20Conference.pdf>

11. November 28, 2016 Stansbury Motion to Disqualify Alan Rose as Legal Counsel for the Estate of Simon Bernstein Due to Conflict of Interest.pdf

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20161128%20Stansbury%20Motion%20to%20Disqualify%20Alan%20Rose%20as%20Legal%20Counsel%20for%20the%20Estate%20of%20Simon%20Bernstein%20Due%20to%20Conflict%20of%20Interest.pdf>

12. November 15, 2016 Feaman Stansbury FILED IN SHIRLEY TRUST Simon Estate Demand for Accounting as to Missing Personal Property of Estate.pdf

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20161115%20Feaman%20Stansbury%20FILED%20IN%20SHIRLEY%20TRUST%20Simon%20Estate%20Demand%20for%20Accounting%20as%20to%20Missing%20Personal%20Property%20of%20Estate.pdf>

13. August 26, 2016 - Feaman Letter to Judge Phillips regarding Ted and Alan conflicts and more.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160826%20Feaman%20Letter%20to%20Judge%20Phillips%20re%20Simon%20Estate%20and%20Motion%20for%20Retention%20of%20Counsel%20and%20to%20Appoint%20Ted%20Adminsitrator%20Ad%20Litem.pdf>

14. March 18, 2016 - Stansbury Motion for Protective Order as to Deposition of William Stansbury and Appearance at Evidentiary Hearing / Trial

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160318%20Feaman%20Stansbury%20Motion%20For%20Protective%20Order.pdf>

15. March 03, 2016 - Stansbury Statement Regarding Guardian Ad Litem hearing held improperly by Judge John Phillips to gain predatory guardianship on Eliot's two minor children and one adult child.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160302%20Signed%20William%20Stansbury%20Amended%20Eliot%20and%20Candice%20Bernstein%20GAL%20issue%203.2.2016.pdf>

16. February 27, 2016 Feaman Letter to Chief Judge Jeffrey Colbath informing him that Judge Martin Colin Violated Administrative Orders when he POST RECUSAL interfered with the court process to transfer the cases and instead steered them in violation of court rules and procedures.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160217%20Feaman%20Letter%20to%20Chief%20Judge%20Jeffrey%20Colbath.pdf>

17. December 01, 2015 Petition of Claimant and Creditor William Stansbury to Intervene, notifying the Court of a multitude of reasons for the immediate removal of Ted and his counsel.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151201%20Petition%20of%20Claimant%20and%20Creditor%20Stansbury%20to%20Intervene%20Shirley%20Trust%20Feaman.pdf>

18. December 16, 2014 Feaman Letter to Brian O'Connell regarding Conflicts of Interest and more of Ted Bernstein and Alan Rose that should cause the removal of both parties, Ted from fiduciary roles and Alan as counsel for the fiduciary.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf>

19. September 19, 2014 Feaman letter to O'Connell regarding missing and unaccounted for assets of the estate.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf>

20. August 29, 2014 Feaman Letter to Successor Personal Representative Brian O'Connell stating assets were being illegally converted and more.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf>

21. August 05, 2014 Feaman Letter to Alan Rose re Using the Grandchildren as Pawns and monies set aside for their schooling.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140808%20Response%20to%20Motion%20for%20Contempt%20-%20Exhibit%20Feaman%20Letter%20to%20Alan%20Re%20St%20Andrews%20Tuition.pdf>

22. July 29, 2014 Feaman filed "PETITION TO REMOVE TED BERNSTEIN AS SUCCESSOR TRUSTEE OF THE SIMON BERNSTEIN REVOCABLE TRUST"

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140729%20Petition%20to%20Remove%20Ted%20Bernstein%20as%20Successor%20Trustee%20of%20Simon%20Trust%20Stansbury%20Filed.pdf>

23. June 27, 2014 Peter Feaman filing on behalf of William Stansbury, "RESPONSE IN OPPOSITION TO THE APPOINTMENT OF TED BERNSTEIN AS SUCCESSOR

PERSONAL REPRESENTATIVE AND MOTION FOR THE APPOINTMENT OF AN
INDEPENDENT THIRD PARTY AS BOTH SUCCESSOR PERSONAL
REPRESENTATIVE AND TRUSTEE OF THE SIMON BERNSTEIN TRUST
AGREEMENT”

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140627%20Response%20in%20Opposition%20to%20the%20Appointment%20of%20Ted%20Bernstein%20as%20Successor%20PR%20etc%20filed%20by%20Feaman%20Stansbury.pdf>

24. June 02, 2014 Stansbury Objections to Final Accounting of Co-Personal Representatives
Teschler and Spallina.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140602%20Objection%20to%20Spallina%20Teschler%20Accounting%20Stansbury%20Feaman.pdf>

25. May 22, 2014 “JOINDER IN PETITION FILED BY ELIOT IVAN BERNSTEIN FOR
REMOVAL OF TRUSTEE AND FOR TRUST ACCOUNTING” Notifying the Court of
criminal and fiduciary misconduct in the Estates and Trusts of Simon and Shirley
Bernstein involving Ted Bernstein and his counsel.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140522StansburyJoinder1.pdf>

26. March 14, 2014 Petition for Admin Ad Litem filed by Feaman

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140314%20Petition%20for%20Administrator%20Ad%20Litem%20Feaman%20Stansbury.pdf>

27. March 14, 2014 Feaman Letter to Curator Benjamin Brown, Esq. regarding fraud in
Illinois Insurance Litigation involving Spallina fraudulent application for Life Insurance
and Ted Bernstein and Robert Spallina’s fraudulent representation as alleged Trustee of a

lost trust that neither possesses that filed a Federal Court action using said non-existent trust.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140304%20Stansbury%20Letter%20to%20Curator.pdf>

28. February 11, 2014 “RESPONSE IN OPPOSITION TO MOTION FOR APPOINTMENT OF TED BERNSTEIN AS CURATOR AND MOTION FOR THE APPOINTMENT OF ELIOT BERNSTEIN AS CURATOR OR SUCCESSOR PERSONAL REPRESENTATIVE OR, IN THE ALTERNATIVE, FOR APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS SUCCESSOR PERSONAL REPRESENTATIVE OR CURATOR.” Outlines to conduct serious Misconduct in the Shirley Estate and Shirley Trust by Fiduciaries and Counsel, Ted Bernstein, Donald Tescher, Robert Spallina et al.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140217%20Stansbury%20Response%20in%20Opposition.pdf>

29. October 17, 2013 Feaman filed “Motion to Intervene” notifying court of misconduct of fiduciaries

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131017%20Stansbury%20Motion%20to%20Intervene%20Shirley%20Estate%20from%20record.pdf>

30. June 20, 2012 Letter from Peter Feaman to Ted Bernstein regarding allegations of fraud, check fraud, mail fraud and more by Ted Bernstein.

[http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120620%20Feaman%20Stansbury%20L](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120620%20Feaman%20Stansbury%20Letter%20to%20Ted%20re%20Lawsuit.pdf)
[etter%20to%20Ted%20re%20Lawsuit.pdf](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120620%20Feaman%20Stansbury%20Letter%20to%20Ted%20re%20Lawsuit.pdf)

31. Filing # 35151873 E-Filed 12/04/2015 09:59:01 AM - Disqualification of Judge Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015,%202015%20ECF%20STAMPED%20COPY.pdf>

32. Filing # 35176778 E-Filed 12/04/2015 02:44:59 PM - 2nd Disqualification of Judge Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FILED%20DOCKETED%20COPY%20%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

33. Filing # 48914108 E-Filed 11/15/2016 02:24:32 PM "AMENDED1 RENEWED PETITION TO RE-CLOSE ESTATE AND FOR DISCHARGE OF SUCCESSOR PERSONAL REPRESENTATIVE"

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20161115%20Amended%20Renewed%20Petition%20to%20ReClose%20Shirley%20Estate%20and%20Discharge%20of%20PR.pdf>

34.

35.

36. b

Dated: February 16, 2017

By: /S/ Eliot Ivan Bernstein

Eliot Ivan Bernstein, Pro Se

2753 NW 34th Street

Boca Raton, FL 33434

561.245.8588

iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to counsel of record and the proper parties on the attached Service List via the Court's e-portal system or Email Service on this 16th day of February, 2017.

By: /S/ Eliot Ivan Bernstein

Eliot Ivan Bernstein, Pro Se
2753 NW 34th Street
Boca Raton, FL 33434
561.245.8588
iviewit@iviewit.tv

SERVICE LIST

<p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	<p>Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 arose@pm-law.com and arose@mrachek-law.com mchandler@mrachek-law.com</p>	<p>John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</p>
<p>Robert L. Spallina, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com</p>	<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 ijb@ijblegal.com martin@kolawyers.com</p>
<p>Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com</p>	<p>Donald Tescher, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 dtescher@tescherspallina.com dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>

<p>Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 pfeaman@feamanlaw.com service@feamanlaw.com mkoskey@feamanlaw.com</p>	<p>Kimberly Moran kmoran@tescherspallina.com</p>	<p>Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Carley & Max Friedstein, Minors c/o Jeffrey and Lisa Friedstein Parents and Natural Guardians 2142 Churchill Lane Highland Park, IL 6003 Lisa@friedsteins.com lisa.friedstein@gmail.com</p>	<p>Lindsay Baxley aka Lindsay Giles lindsay@lifeinsuranceconcepts.com</p>	<p>Brian M. O'Connell, Esq. Joielle A. Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N. Flagler Dr., 20th Floor West Palm Beach, FL 33401 561-832-5900-Telephone 561-833-4209 - Facsimile Email: boconnell@ciklinlubitz.com; ifoglietta@ciklinlubitz.com; service@ciklinlubitz.com; slobdell@ciklinliibitz.com</p>

SERVICE LIST

<p>John P. Morrissey, Esq. 330 Clematis Street, Suite 213 West Palm Beach, FL 33401 (561) 833-0766-Telephone (561) 833-0867 -Facsimile Email: John P. Morrissey (iohn@jrnoiTisseylaw.com)</p>	<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 lisa@friedsteins.com</p>
<p>Peter M. Feaman, Esq. Peter M. Feaman, P.A. 3695 West Boynton Beach Blvd., Suite 9 Boynton Beach, FL 33436 (561) 734-5552 -Telephone (561) 734-5554 -Facsimile Email: service@feamanlaw.com: mkoskey@feamanlaw.com</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Gary R. Shendell, Esq. Kenneth S. Pollock, Esq. Shendell & Pollock, P.L. 2700 N. Military Trail, Suite 150 Boca Raton, FL 33431 (561)241-2323 - Telephone (561)241-2330-Facsimile</p>	<p>Counter Defendant Robert Spallina, Esq. Donald Tescher, Esq. Tescher & Spallina 925 South Federal Hwy., Suite 500 Boca Raton, Florida 33432</p>

<p>Email: gary@shendellpollock.com ken@shendellpollock.com estella@shendellpollock.com britt@shendellpollock.com grs@shendellpollock.com</p>	
<p>Brian M. O'Connell, Esq. Joielle A. Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N. Flagler Dr., 20th Floor West Palm Beach, FL 33401 561-832-5900-Telephone 561-833-4209 - Facsimile Email: boconnell@ciklinlubitz.com; ifoglietta@ciklinlubitz.com; service@ciklinlubitz.com; slobdell@ciklinliibitz.com</p>	<p>Counter Defendant John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</p>
<p>Counter Defendant Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net</p>	<p>Counter Defendant Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com</p>
<p>Theodore Stuart Bernstein 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>Counter Defendant TESCHER & SPALLINA, P.A.. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com</p>
<p>Theodore Stuart Bernstein Life Insurance Concepts, Inc. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>Counter Defendant Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 561-355-6991 arose@pm-law.com arose@mrachek-law.com</p>
<p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	<p>Counter Defendant L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401</p>

	561-355-6991 lmrachek@mrachek-law.com
Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Counter Defendant Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401
Lisa Sue Friedstein 2142 Churchill Lane Highland Park, IL 60035 lisa.friedstein@gmail.com lisa@friedsteins.com	Dennis McNamara Executive Vice President and General Counsel Oppenheimer & Co. Inc. Corporate Headquarters 125 Broad Street New York, NY 10004 800-221-5588 Dennis.mcnamara@opco.com info@opco.com
Dennis G. Bedley Chairman of the Board, Director and Chief Executive Officer Legacy Bank of Florida Glades Twin Plaza 2300 Glades Road Suite 120 West – Executive Office Boca Raton, FL 33431 info@legacybankfl.com DBedley@LegacyBankFL.com	Hunt Worth, Esq. President Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 302-792-3500 hunt.worth@opco.com
James Dimon Chairman of the Board and Chief Executive Officer JP Morgan Chase & CO. 270 Park Ave. New York, NY 10017-2070 Jamie.dimon@jpmchase.com	Neil Wolfson President & Chief Executive Officer Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001 nwolfson@wilmingtontrust.com
William McCabe Oppenheimer & Co., Inc. 85 Broad St Fl 25 New York, NY 10004 William.McCabe@opco.com	STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com
Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center	Ralph S. Janvey Krage & Janvey, L.L.P. Federal Court Appointed Receiver Stanford Financial Group 2100 Ross Ave, Dallas, TX 75201

<p>2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com</p>	<p>tjanvey@kjllp.com</p>
<p>Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com</p>	<p>Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com</p>
<p>Gerald R. Lewin CBIZ MHM, LLC 1675 N Military Trail Fifth Floor Boca Raton, FL 33486</p>	<p>CBIZ MHM, LLC General Counsel 6480 Rockside Woods Blvd. South Suite 330 Cleveland, OH 44131 ATTN: General Counsel generalcounsel@cbiz.com (216)447-9000</p>
<p>Albert Gortz, Esq. Proskauer Rose LLP One Boca Place 2255 Glades Road Suite 421 Atrium Boca Raton, FL 33431-7360 agortz@proskauer.com</p>	<p>Heritage Union Life Insurance Company A member of WiltonRe Group of Companies 187 Danbury Road Wilton, CT 06897 cstroup@wiltonre.com</p>
<p>Estate of Simon Bernstein Brian M O'Connell Pa 515 N Flagler Drive West Palm Beach, FL 33401 boconnell@ciklinlubitz.com</p>	<p>Counter Defendant Steven Lessne, Esq. Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 steven.lessne@gray-robinson.com</p>
<p>Byrd F. "Biff" Marshall, Jr. President & Managing Director Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 biff.marshall@gray-robinson.com</p>	<p>Steven A. Lessne, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, FL 33401 Telephone: (561) 650-0545 Facsimile: (561) 655-5677 E-Mail Designations: slessne@gunster.com jhoppel@gunster.com eservice@gunster.com</p>
<p>T&S Registered Agents, LLC Wells Fargo Plaza 925 South Federal Hwy Suite 500</p>	<p>David Lanciotti Executive VP and General Counsel LaSalle National Trust NA</p>

<p>Boca Raton, Florida 33432 dtescher@tescherspallina.com</p>	<p>CHICAGO TITLE LAND TRUST COMPANY, as Successor 10 South LaSalle Street Suite 2750 Chicago, IL 60603 David.Lanciotti@ctt.com</p>
<p>Joseph M. Leccese Chairman Proskauer Rose LLP Eleven Times Square New York, NY 10036 jleccese@proskauer.com</p>	<p>Brian Moynihan Chairman of the Board and Chief Executive Officer 100 N Tryon St #170, Charlotte, NC 28202 Phone:(980) 335-3561</p>
<p>ADR & MEDIATIONS SERVICES, LLC Diana Lewis 2765 Tecumseh Drive West Palm Beach, FL 33409 (561) 758-3017 Telephone Email: dzlewis@aol.com (Fla. Bar No. 351350)</p>	

SERVICE LIST

<p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	<p>Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 arose@pm-law.com and arose@mrachek-law.com mchandler@mrachek-law.com</p>	<p>John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</p>
<p>Robert L. Spallina, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com</p>	<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 ijb@jblegal.com martin@kolawyers.com</p>

<p>Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com</p>	<p>Donald Tescher, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 dtescher@tescherspallina.com dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 pfeaman@feamanlaw.com service@feamanlaw.com mkoskey@feamanlaw.com</p>	<p>Kimberly Moran kmoran@tescherspallina.com</p>	<p>Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Carley & Max Friedstein, Minors c/o Jeffrey and Lisa Friedstein Parents and Natural Guardians 2142 Churchill Lane Highland Park, IL 6003 Lisa@friedsteins.com lisa.friedstein@gmail.com</p>	<p>Lindsay Baxley aka Lindsay Giles lindsay@lifeinsuranceconcepts.com</p>	

EXHIBITS BINDER

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

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

Probate Division
Case No.: 502014CP003698XXXXSB

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B.SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually,
as Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on
behalf of his minor children D.B., Ja. B. and Jo. B.;
JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her Minor child J.I.; MAX FRIEDSTEIN;
LISA FRIEDSTEIN, Individually, as Trustee f/b/o
Max Friedstein and C.F., under the Simon L.
Bernstein Trust Dtd 9/13/12, and on behalf of her
minor child, C.F.,

Defendants.

**ORDER ON AMENDMENTS TO PLEADINGS AND STAY
UNTIL FURTHER ORDER OF THE COURT**

THIS CAUSE came before the Court at a hearing held on September 24, 2014, to consider various matters and to conduct a status conference. The Court, based upon the status conference and the oral motion of the Trustee's counsel to amend, and having heard argument and being fully advised in the premises, hereby ORDERS AND ADJUDGES:

1. The Trustee's counsel is granted leave to amend the existing Complaint, and shall amend the existing Complaint solely to add a second count, which count shall seek a determination

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as to the validity or invalidity of the trust and estate documents of Simon Bernstein and Shirley Bernstein.

2. Eliot Bernstein and other Defendants shall serve a response to Count II of the Amended Complaint within 10 days of service. No additional counterclaims or amendments to counterclaims shall be filed at this time, other than the Court has granted permission for Eliot Bernstein to amend his counterclaim solely to remove references to judges being involved in the style of the case. Otherwise, the Counterclaim remains stayed.

3. Upon the filing of answers to Count II of the Amended Complaint, the Court hereby severs Count II from the remaining claims in this action; will set Count II for a hearing or trial consistent with the Court's schedule; and hereby stays all other proceedings, including the other counts of the complaint and any counterclaim, pending further order of this Court.

DONE AND ORDERED in Chambers, in Palm Beach County, Florida, this ____ day of September, 2014.

Martin H. Colin
CIRCUIT COURT JUDGE

SIGNED & DATED
OCT 06 2014
JUDGE MARTIN H. COLIN

cc: All parties on the attached service list

SERVICE LIST

Eliot Bernstein, individually
and Eliot and Candice Bernstein,
as Parents and Natural Guardians of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: Eliot I. Bernstein (iviewit@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0766 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

William H. Glasko, Esq.
Golden & Cowan, P.A.
17345 S. Dixie Highway
Palmetto Bay, FL 33157
(305) 856-5440 - Telephone
(305) 856-9388 - Facsimile
Email: eservice@palmettobaylaw.com;
bill@palmettobaylaw.com;
tmealy@gcprobatelaw.com
Counsel for Lisa Sue Friedstein, individually and
as trustee for her children, and as natural guardian
for M.F. and C.F., Minors; Jill Marla Iantoni,
individually and as trustee for her children, and as
natural guardian for J.I. a minor

Alan Rose, Esq.
Mrachek Fitzgerald Rose Konopka Thomas &
Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

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

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

Probate Division
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Plaintiff,

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ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B.SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually,
as Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on
behalf of his minor children D.B., Ja. B. and Jo. B.;
JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her Minor child J.I.; MAX FRIEDSTEIN;
LISA FRIEDSTEIN, Individually, as Trustee f/b/o
Max Friedstein and C.F., under the Simon L.
Bernstein Trust Dtd 9/13/12, and on behalf of her
minor child, C.F.,

Defendants.

_____ /

AMENDED COMPLAINT

Plaintiff, TED BERNSTEIN, as trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008, as amended (the "Trust"), pursuant to leave granted by and instructions from this Court to file an Amended Complaint, hereby files this Amended Complaint against and provides notice to those interested in the Trust and in the testamentary documents of Simon L. Bernstein and Shirley Bernstein, namely Defendants, ALEXANDRA BERNSTEIN; ERIC BERNSTEIN; MICHAEL BERNSTEIN; MOLLY SIMON; PAMELA B. SIMON, Individually and as Trustee

f/b/o Molly Simon under the Simon L. Bernstein Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually, as Trustee f/b/o D.B., Ja. B., and Jo. B. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of his minor children D.B., Ja. B., and Jo. B.; JILL IANTONI, Individually, as Trustee f/b/o J.I. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of her Minor child J.I.; MAX FRIEDSTEIN; LISA FRIEDSTEIN, Individually, as Trustee f/b/o Max Friedstein and C.F. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of her minor child, C.F. (collectively, “Defendants”).

Plaintiff hereby sues Defendants, and states:

1. Plaintiff Ted Bernstein is over the age of 18, a resident of Palm Beach County, Florida and is the Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008, as amended, under Article IV.C.1 of the Trust (“Trustee.”)
2. Shirley Bernstein died on December 8, 2010, and at the time of her passing was a resident of Palm Beach County, Florida.
3. Prior to her death, Shirley Bernstein created a trust known as the Shirley Bernstein Trust Agreement dated May 20, 2008 (“Shirley’s Trust”).
4. Shirley Bernstein was a resident of Palm Beach County, Florida when she created Shirley’s Trust.
5. An authentic copy of Shirley’s Trust is attached as Exhibit “A”.
6. Shirley’s Trust, Exhibit A, is clear and unambiguous.
7. Shirley Bernstein was survived by her husband, Simon L. Bernstein.
8. The marriage between Shirley and Simon L. Bernstein was the first and only marriage for each of them.

9. The marriage lasted 52 years, and during that time Shirley and Simon had five natural born children. Neither Simon nor Shirley had any other children.

10. The five children of Shirley and Simon are Plaintiff Ted Bernstein, and Defendants Pamela B. Simon, Eliot Bernstein, Jill Iantoni and Lisa Friedstein, each of whom is living, over the age of 18 and a lineal descendant of Shirley.

11. Shirley Bernstein was the original sole trustee of Shirley's Trust and, upon her death, was succeeded as sole trustee by Simon L. Bernstein.

12. Simon L. Bernstein died on September 13, 2012.

13. Simon L. Bernstein was succeeded as sole trustee of Shirley's Trust by son Ted Bernstein, who presently serves as sole trustee of Shirley's Trust.

14. It is believed that Shirley Bernstein amended Shirley's Trust by executing a document titled "First Amendment to Shirley Bernstein Trust Agreement" dated November 18, 2008. An authentic copy of the First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008 is attached as Exhibit "B". This First Amendment has no bearing on the issue in this case.

15. There is another document which purports to have the same title, "First Amendment to Shirley Bernstein Trust Agreement", which also purportedly is dated November 18, 2008. Such document, which the Trustee first learned of in mid-January 2014, is not a valid amendment to Shirley's Trust, and has no bearing on this issue in this case.

16. With regard to the Shirley Trust, the only genuine and authentic trust documents signed by Shirley during her lifetime are Exhibits "A" and "B".

17. Pursuant to Shirley's Trust, upon Shirley's death, a "Family Trust" is created pursuant to Article II, ¶ C.1.

18. Pursuant to Shirley's Trust, no "Marital Trust" is created, as that term is used in Article II of Shirley's Trust.

19. Article II, ¶ E. 1. of Shirley's Trust granted to Shirley's surviving spouse, Simon L. Bernstein, a limited or special power of appointment over the Family Trust to or for the benefit of Shirley Bernstein's "lineal descendants and their spouses."

20. The Shirley Trust was funded by assets transferred to it during Shirley's life and also was funded by the residue of her estate.

21. After Shirley's death, the beneficiary of the Shirley Trust was Simon L. Bernstein during the remainder of his life.

22. Upon Simon's death, the Shirley Trust provided to Simon a Limited Power to appoint the trust's assets "to or for the benefit of one or more of my [Shirley's] lineal descendants and their spouses."

23. The Shirley Trust provides an alternate or default disposition for any parts of the trust that Simon does not or cannot effectively appoint: such assets "shall be divided among and held in separate Trusts for my [Shirley] lineal descendants then living, *per stirpes*."

24. Simon exercised his Special Power in Article II in the Will of Simon L. Bernstein dated July 25, 2012 ("Simon's Will").

25. An authentic copy of Simon's Will is attached as Exhibit "C".

26. Simon's Will specifically references Shirley's Trust and the power given to him under subparagraph E.1 of Article II of Shirley's Trust. The relevant provision of Simon's Will reads:

Under Subparagraph E.1. of Article II of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "Shirley Trust"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

27. In essence, through his Special Power, Simon directed Shirley's Trustee to divide the remaining trust assets into equal shares for his then living grandchildren, to be added to trusts established for each such grandchild under Simon's Trust.

28. The persons identified by Simon, "his then living grandchildren," all appear to be among the class of permitted appointees as defined in the Shirley Trust to be Shirley's "lineal descendants and their spouses".

29. Because Simon exercised his power of appointment, the assets in the Shirley Trust do not pass under the Shirley Trust to the alternate, default beneficiaries: "my lineal descendants then living, *per stirpes*."

30. The class of permissible appointees for Simon's power (Shirley's "lineal descendants and their spouses") is different than the class of alternate/default beneficiaries (Shirley's "lineal descendants *then living*, *per stirpes*").

31. Because Simon L. Bernstein exercised his Special Power in favor of his [and also Shirley's] grandchildren, none of Shirley's and Simon's children is a beneficiary under the Shirley Trust. Thus, it appears that neither Ted, Pam, Eliot, Lisa or Jill are to receive any portion of the assets in the Shirley Trust.

32. Pursuant to Article IV.C.1., upon Simon's death, Ted became the Successor Trustee of the Shirley Trust. Ted also serves as the Successor Personal Representative of Shirley's Estate.

33. Sometime after Simon's death, a significant asset of Shirley's Trust (a condominium) was sold. The decision was made to make a partial interim distribution to all of the beneficiaries of the Shirley Trust. At the time of this decision, the Trustee was not aware of any question or issue as to Simon's right to appoint the assets to his ten grandchildren.

34. The Trustee attempted to make a partial interim distribution to the trusts for all ten living grandchildren of Simon, into a separate trust for each grandchild under the Simon L. Bernstein Trust Dtd 9/13/12, with the respective parent of each grandchild as the trustee.

35. The Trustee was able to complete the partial interim distributions to the trusts for seven of the ten living grandchildren of Simon, but not to Eliot's children. Despite having tried on numerous occasions, the Trustee was unable to make a partial interim distribution to the trusts for the other three living grandchildren (Eliot's minor children) because Eliot refused to accept these distributions.

36. The Trustee believes that there is a disagreement between and among the children and grandchildren of Shirley Bernstein as to effect of the exercise of the power of appointment

by Simon L. Bernstein and which persons are entitled to receive a distribution from the Shirley Trust.

37. The disagreement and dispute involves the interpretation of the Shirley Trust and the construction of Article III.E.1 of Shirley's Trust, which defines who is Shirley Bernstein's "child", "children", and "lineal descendant" "for the purposes of the dispositions made under this Trust."

38. Article III.E.1 of Shirley's Trust states that, "for purposes of the dispositions made under this Trust, my children, Ted S. Bernstein ("**TED**") and Pamela B. Simon ("**PAM**") and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me [Shirley]".

39. At the time of Simon's death, there were ten grandchildren who were alive: Alexandra Bernstein, Eric Bernstein, Michael Bernstein, Molly Simon, D.B., Ja. B., Jo. B., J.I., Max Friedstein and C.F.

40. If the exclusionary language of Article III.E.1 of Shirley's Trust applies to Simon's exercise of his Special Power, then Simon's then living grandchildren, at the time of his death, could be construed to include only D.B., Ja. B., Jo. B., J.I., Max Friedstein and C.F.

41. If the exclusionary language of Article III.E.1 of Shirley's Trust does not apply to Simon's exercise of his Special Power, then the appointment would be in favor of all ten grandchildren identified in ¶40.

42. A telephone conference occurred in May 2012 between and among Simon L. Bernstein, his lawyer Robert Spallina, each of Shirley's and Simon's children (Ted, Pam, Eliot, Jill and Lisa), and some or all of their spouses.

43. Based upon the discussions during that telephone call, there is no uncertainty that Simon L. Bernstein advised each of his children that Shirley's and Simon's wealth was going to be divided equally among all ten grandchildren.

44. Each of Simon's children, including Eliot, acknowledged and agreed with Simon's stated decision to leave all of his and Shirley's wealth to the ten grandchildren.

45. Despite Simon L. Bernstein's stated intentions and his actual exercise of his Special Power through his Will, the Trustee presently is uncertain whether to distribute assets in favor of ten or only six grandchildren, or otherwise.

46. Palm Beach County, Florida is where the Trustee administers Shirley's Trust, is the location where the books and records of Shirley's Trust are kept, and is the principal place of administration of Shirley's Trust.

47. This proceeding seeks the intervention of this Court in the administration Shirley's Trust by an interested person, the Trustee, and declaratory relief.

48. This Court has subject matter jurisdiction pursuant to Sections 736.0203 and 736.0201, Florida Statutes.

49. Pursuant to Article III.I, Shirley's Trust is governed by the laws of the State of Florida.

50. This is a judicial proceeding concerning Shirley's Trust pursuant to Section 736.0201, Florida Statutes.

51. Venue is proper in this Court pursuant to Section 736.0204, Florida Statutes.

52. Venue is appropriate in the Probate Division of this Court pursuant to Administrative Order 6.102-9/08.

53. Plaintiff Trustee is entitled to retain counsel pursuant to Article IV.A.29 of Shirley's Trust and Section 736.0816 (20), Florida Statutes.

54. Plaintiff Trustee has retained the undersigned counsel, and has agreed to pay it reasonable attorney's fees and to reimburse it for costs and may do so from Shirley's Trust.

Defendants and Potential Beneficiaries

55. Defendants Alexandra Bernstein, Eric Bernstein, and Michael Bernstein are lineal descendants of Ted S. Bernstein.¹ Each is over the age of 18 and claims a beneficial interest in the Shirley Trust.

56. Defendant Molly Simon is a lineal descendant of Defendant Pamela B. Simon. She is over the age of 18 and claims a beneficial interest in the Shirley Trust.

57. Defendant Pamela B. Simon, Individually and as Trustee f/b/o Molly Simon under the Simon L. Bernstein Trust Dtd 9/13/12, is over the age of 18. As Trustee, she claims a beneficial interest in the Shirley Trust, and individually also may claim a beneficial interest in the Shirley Trust.

¹ Ted S. Bernstein is the Trustee of three separate trusts created f/b/o Alexandra, Eric and Michael Bernstein under the Simon L. Bernstein Trust Dtd 9/13/12. Solely in the capacity as Trustee of each of these three trusts, each of which received an partial interim distribution, Ted S. Bernstein has signed a Receipt of Partial Distribution, agreeing to return the distribution if the Court determines that the distribution should not have been made. Ted S. Bernstein believes that the power of appointment was validly exercised by Simon L. Bernstein and that the prior partial interim distributions were proper; however, individually he takes no position in this lawsuit and agrees to abide by any final, non-appealable order entered by this Court with respect to the construction of the Shirley Trust. Ted S. Bernstein, individually, makes no claim of entitlement to any individual right to receive any devise, bequest, inheritance or beneficial interest in any portion of the Shirley Trust or her estate.

58. D.B., Ja. B. and Jo. B. are minors and are lineal descendants of Defendant Eliot Bernstein, who is their father and claims on behalf of each minor child a beneficial interest in the Shirley Trust.

59. Eliot Bernstein, Individually, as Trustee f/b/o D.B., Ja. B. and Jo. B. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of his minor children D.B., Ja. B. and Jo. B., is over the age of 18. As Trustee, he claims a beneficial interest in the Shirley Trust, and individually also may claim a beneficial interest in the Shirley Trust.

60. J.I. is a minor and a lineal descendant of Jill Iantoni, who is her mother and claims on behalf of her minor child a beneficial interest in the Shirley Trust

61. Jill Iantoni, Individually, as Trustee f/b/o J.I. under the Simon L. Bernstein Trust Dtd 9/13/12, is over the age of 18. As Trustee, she claims a beneficial interest in the Shirley Trust, and individually also may claim a beneficial interest in the Shirley Trust.

62. Defendant Max Friedstein is a lineal descendant of Defendant Lisa Friedstein. He is over the age of 18 and claims a beneficial interest in the Shirley Trust

63. C.F. is a minor and lineal descendant of Lisa Friedstein, who is her mother and claims on behalf of her minor child a beneficial interest in the Shirley Trust.

64. Lisa Friedstein, Individually, as Trustee f/b/o Max Friedstein and C.F. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of her minor child, C.F., is over the age of 18. As Trustee, she claims a beneficial interest in the Shirley Trust, and individually also may claim a beneficial interest in the Shirley Trust.

65. Each of the Defendants is subject to personal jurisdiction pursuant to Section 736.0202, Florida Statutes.

COUNT I –DECLARATORY AND OTHER RELIEF

66. Trustee restates the allegations contained in Paragraphs 1 to 65.

67. This is a cause of action to ascertain beneficiaries, to determine a question arising in the administration or distribution of Shirley's Trust, to obtain a declaration of rights, and to instruct and discharge the trustee.

68. This cause of action seeks a declaration and other relief or intervention by this Court as to who should receive Shirley's Trust; whether and to what extent Simon L. Bernstein's exercise of his limited or special power of appointment pursuant to his will should be given effect; which if either of the documents titled First Amendment of Shirley's Trust is valid; to whom the Trustee should distribute the assets of Shirley's Trust; and a discharge of the Trustee.

69. It is in doubt as to whether Eliot Bernstein adequately represents the interests of his minor children and whether there are conflicts of interest between Eliot and the interests of his minor children, each of whom is expressly named in the Special Power.

70. This is an action for declaratory relief pursuant to Chapter 86 of the Florida Statutes and seeking the intervention of the Court in the administration of the Trust, pursuant to Section 736.0201, Florida Statutes.

71. The Trustee, and the Trust, will suffer irreparable harm if relief is not granted.

72. There is no other adequate remedy at law.

73. The relief sought constitutes and deals with a bona fide question between the Trustee and the Defendants.

74. The declaration sought deals with a present state of facts or presents a controversy as to a state of facts.

75. The Trustee has a justiciable question and has a bona fide, actual, and present practical need for a declaration from this Court.

76. The Trustee's rights, duties, and obligations are dependent upon the facts or law applicable to the facts.

77. The seeds of litigation are ripening such that a declaration from this Court will benefit the Trust.

78. Further, to the extent that the Court determines any prior interim distribution to have been improper, Plaintiff seeks supplemental relief in the form of an order directing and compelling the recipients of the any and all such distributions to return the funds. To date, funds were distributed to Lisa Friedstein, as Trustee for Max Friedstein and C.F.; Jill Iantoni, as Trustee for J.I.; Pamela B. Simon, as Trustee for Molly; and Ted S. Bernstein, as Trustee for Alexandra, Eric and Michael. Eliot as Trustee for his three children refused the interim distribution, even though it appears that his minor children should receive some distribution under the exercise of the Special Power. Each of the trustees who received a distribution for their children signed a Receipt of Partial Distribution, agreeing to return the distribution of the Court determines that the distribution should not have been made.

WHEREFORE, Plaintiff prays that this Court: (i) make a declaration and otherwise intervene in the administration of the Trust, as aforesaid; (ii) instruct the trustee to whom to distribute the assets of Shirley's Trust; (iii) declare whether the power of appointment was validly exercised by Simon in accordance with his stated wishes; (iv) determine who are the proper recipients of distributions of the assets of the Shirley Trust pursuant to the power of

appointment, and if appropriate, direct the return of any funds distributed; (v) grant the Plaintiff Trustee his attorneys' fees and costs and other relief as may be just and proper.

**COUNT II – DECLARATORY JUDGMENT AS TO VALIDITY
OF TESTAMENTARY DOCUMENTS**

79. Trustee restates the allegations contained in paragraphs 1-65 and 70-78.

80. This is an action, filed at the direction of the Court, for declaratory judgment to determine the validity, authenticity and enforceability of certain wills and trusts executed by Simon Bernstein and Shirley Bernstein, as follows:

- a. Shirley Bernstein Trust Agreement dated May 20, 2008 (“Shirley Trust”, attached as Exhibit “A”);
- b. First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008 (“Shirley First Amendment”, Exhibit “B”);
- c. Will of Simon L. Bernstein dated July 25, 2012 (“Simon Will”, Exhibit “C”);
- d. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 (“Simon Trust”, Exhibit “D”);
- e. Will of Shirley Bernstein dated May 20, 2008 (“Shirley Will”, Exhibit “E”).

(collectively, the “Testamentary Documents”).

81. Certain of the potential beneficiaries named herein have raised questions concerning the validity, authenticity and enforceability of the Testamentary Documents, including issues relating to the authenticity and genuineness of the signatures; the formalities of execution; and other issues.

82. The Trustee asserts that the Testamentary Documents are valid, genuine and enforceable, and requests that the Court enter a Final Judgment determining that the documents are valid, genuine and enforceable.

83. Specifically, Exhibits "A" and "E" were properly signed and executed by Shirley Bernstein on May 20, 2008, in the presence of two subscribing witnesses and a notary.

84. The Shirley Will has been admitted to probate.

85. Exhibit "B" was properly signed and executed by Shirley Bernstein on November 18, 2008, in the presence of two subscribing witnesses and a notary.

86. Exhibits "C" and "D" were properly signed and executed by Simon L. Bernstein on July 25, 2012, in the presence of two subscribing witnesses and a notary.

87. The Simon Will has been admitted to probate.

88. At the time of signing their respective Testamentary Documents, Shirley Bernstein and Simon L. Bernstein were competent and legally able to execute testamentary documents, and were not acting under any such undue influence or other disability as could cause the documents to be unenforceable under Florida law.

WHEREFORE, Plaintiff prays that this Court: (i) make a declaration and otherwise intervene in the administration of the Will and Trust as aforesaid; (ii) enter a judgment under the claim set forth in Count II for declaratory judgment that the Testamentary Documents are genuine, valid and fully enforceable according to their terms; (iii) determine who are the proper recipients of distributions and if appropriate, direct the return of any funds distributed; (iv) grant the Plaintiff Trustee his attorneys' fees and costs and other relief as may be just and proper.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: Facsimile **and** U.S. Mail; U.S. Mail; Email Electronic Transmission; FedEx; Hand Delivery this 3rd day of October, 2014.

ATTORNEYS FOR PLAINTIFF

**MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.**
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 Telephone
(561) 655-5537 Facsimile
Primary e-mail: arose@mrachek-law.com
Secondary e-mail: mchandler@mrachek-law.com

By: /s/ Alan B. Rose
Alan B. Rose
Fla. Bar No. 961825

SERVICE LIST

Eliot Bernstein, individually
and Eliot and Candice Bernstein,
as Parents and Natural Guardians of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: Eliot I. Bernstein (iviewit@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0766 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

William H. Glasko, Esq.
Golden & Cowan, P.A.
17345 S. Dixie Highway
Palmetto Bay, FL 33157
(305) 856-5440 - Telephone
(305) 856-9388 - Facsimile
Email: eservice@palmettobaylaw.com;
bill@palmettobaylaw.com;
tmealy@gcprobatelaw.com

Counsel for Lisa Sue Friedstein, individually and
as trustee for her children, and as natural guardian
for M.F. and C.F., Minors; Jill Marla Iantoni,
individually and as trustee for her children, and as
natural guardian for J.I. a minor

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

COURTESY COPY ONLY:

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900 - Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
jfoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinlubitz.com

SHIRLEY BERNSTEIN
TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20 day of May, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. Payments During My Life. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for his Welfare. Any income not so paid shall be added to principal.

C. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. **Recipients.** The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. **Trustee Limited.** When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars (\$5,000), or five percent

(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand (\$200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "*Family Trust*" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "*Marital Trust*."

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "*Family Trusts*" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "*beneficiary*," with their separate trusts to be administered as provided in Subparagraph II.E. below.

F. Trusts for Beneficiaries. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or
2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

G. Termination of Small Trust. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than \$50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

H. Contingent Gift. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

I. Protective Provision. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. Maximum Duration. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. Florida Homestead Possessory Rights. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. Disability. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. Timing of Income Distributions. The Trustee shall make required payments of income at least quarterly.

C. Substance Abuse.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "*child*," "*children*" and "*lineal descendant*" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("*TED*") and PAMELA B. SIMON ("*PAM*"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

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2. Code. "**Code**" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "**Disabled**" or being under "**Disability**" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "**education**" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "**My spouse**" is SIMON L. BERNSTEIN ("**SIMON**").

6. Needs and Welfare Distributions. Payments to be made for a person's "**Needs**" means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's "**Welfare**" means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "**per stirpes**" each generation shall be represented and counted whether or not it has a living member.

SB

8. Related or Subordinate Party. A "*Related or Subordinate Party*" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "*spouse*" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. Presumption of Survivorship. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. Governing Law. This Agreement is governed by the law of the State of Florida.

J. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. Mandatory Notice Required by Florida Law. The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. Release of Medical Information.

1. **Disability of Beneficiary.** Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.



2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "**Business Entities**"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

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b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("**DEBORAH**"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

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b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1., each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. Third Parties. No one dealing with the Trustee need inquire into its authority or its application of property.

L. Merger of Trusts. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. Multiple Trustees. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. GST Trusts.

1. **Family Trust.** I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc.** I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Reg. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. Individual Retirement Accounts. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

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a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. Gift Transfers Made From Trust During My Lifetime. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,
2. my funeral expenses without regard to legal limitations,
3. the expenses of administering my estate,
4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. Marital Trust. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing notwithstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.


G. Residence as Homestead. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

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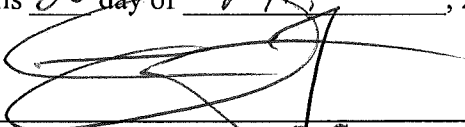
IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

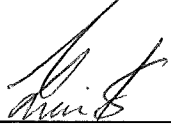


SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:



Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

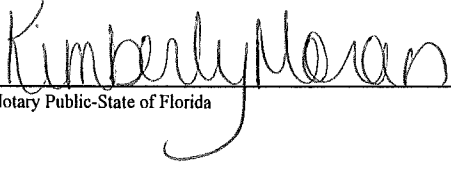


Print Name: TRACI KRATISH
Address: 16068 CLENCREST AVENUE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.
[Seal with Commission Expiration Date]



Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar (\$1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.



SHIRLEY BERNSTEIN, Settlor and Trustee

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**FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT**

This First Amendment is dated this ____ day of _____, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "*Trust Agreement*," which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

[remainder of page intentionally left blank]

WILL OF
SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

CONFORMED COPY

WILL OF

SIMON L. BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, 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 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 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 no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "*Shirley Trust*"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "*Existing Trust*"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and 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

LAST WILL
OF SIMON L. BERNSTEIN

LAW OFFICES
TESCHER & SPALLINA, P.A.

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.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. Appointment and Bond. I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "*fiduciary*"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. Powers of Personal Representatives. My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "**Business Entities**"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. Survivorship. A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. Death Costs. My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof. Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses.** My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property.** All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate.** Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse.** The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations.** Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 25 day of July, 2012.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 25 day of July, 2012.

/s/ Robert L. Spallina residing at Robert L. Spallina
[Witness Signature] [Witness Address]
7387 Wisteria Avenue
Parkland, FL 33076
[Witness Address]

/s/ Kimberly Moran residing at Kimberly Moran
[Witness Signature] [Witness Address]
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

/s/ Robert L. Spallina
Witness

/s/ Kimberly Moran
Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (state type of identification) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (state type of identification) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (state type of identification) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Commission No. EE092282
Expires May 10, 2015
[Seal with Commission Expiration Date]

/s/ Lindsay Baxley
Signature - Notary Public-State of Florida

Lindsay Baxley
Print, type or stamp name of Notary Public

SIMON L. BERNSTEIN
AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 25 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "*Trust Agreement*," which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. Payments During My Life. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

SIMON L. BERNSTEIN
AMENDED AND RESTATED TRUST AGREEMENT



LAW OFFICES
TESCHER & SPALLINA, P.A.

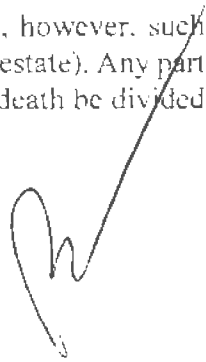
C. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Disposition of Trust Upon My Death. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "*beneficiary*" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. Trusts for Beneficiaries. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:



1. for his or her lineal descendants then living, *per stirpes*; or
2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. Termination of Small Trust. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than \$50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. Contingent Gift. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. Protective Provision. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. Maximum Duration. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL



A. Disability. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. Timing of Income Distributions. The Trustee shall make required payments of income at least quarterly.

C. Substance Abuse.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an



in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "*child*," "*children*," "*grandchild*," "*grandchildren*" and "*lineal descendant*" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is



raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "Code" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "Disabled" or being under "Disability" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "education" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's "Needs" means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's "Welfare" means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to



such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "*per stirpes*" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "*Related or Subordinate Party*" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "*spouse*" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

- a. the legal termination of the marriage to my descendant (whether before or after my death), or
- b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such



Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

II. Presumption of Survivorship. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. Governing Law. This Agreement is governed by the law of the State of Florida.

J. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract. (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested



beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph 1.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any



decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.



4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole



proprietorship, or other form (all of which business entities and enterprises are referred to herein as "*Business Entities*"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.



11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.



18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this



paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust



hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

- a. The remaining Trustees, if any; otherwise,
- b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or



entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph [V.G.1], each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual



and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the



Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. Third Parties. No one dealing with the Trustee need inquire into its authority or its application of property.

L. Merger of Trusts. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. Multiple Trustees. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons



designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. Individual Retirement Accounts. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:



1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. Gift Transfers Made From Trust During My Lifetime. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).



2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars (\$5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate.
2. my funeral expenses without regard to legal limitations.
3. the expenses of administering my estate.
4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and
5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."



F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.


G. Residence as Homestead. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]



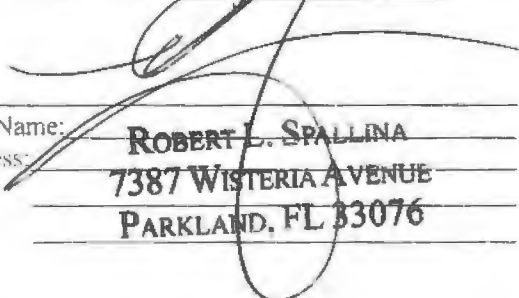
IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

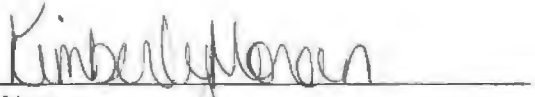


SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 25 day of July, 2012:



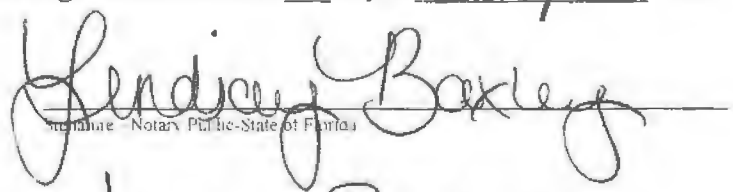
Print Name: **ROBERT L. SPALLINA**
Address: **7387 WISTERIA AVENUE
PARKLAND, FL 33076**



Print Name: **Kimberly Moran**
Address: **6362 Las Flores Drive
Boca Raton, FL 33433**

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.



Signature - Notary Public - State of Florida
Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]
NOTARY PUBLIC STATE OF FLORIDA
Lindsay Baxley
Commission # **EE092282**
Expires: **MAY 10, 2015**
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

WILL OF
SHIRLEY BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

CONFIRMED COPY

WILL OF

SHIRLEY BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

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

TESCHER & SPALLINA, P.A.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "*fiduciary*"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. **Investments.** To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. **Distributions or Divisions.** To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. **Management.** To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. **Borrowing.** To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "*Business Entities*"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without

cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. **Tax Elections.** To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses.** My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property.** All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate.** Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse.** The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations.** Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of May, 2008.

/s/ Shirley Bernstein
SHIRLEY BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testatrix to be the Testatrix's Will in our presence, and at the Testatrix's request and in the Testatrix's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this _____ day of _____, 2008.

/s/ Robert L. Spallina residing at 7387 Wisteria Ave
[Witness Signature] [Witness Address]

Parkland, FL 33076
[Witness Address]

/s/ Diana Banks residing at 23415 Boca Trace Dr.
[Witness Signature] [Witness Address]

Boca Raton, FL 33433
[Witness Address]

=====

State Of Florida

SS.

County Of Palm Beach

I, SHIRLEY BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

/s/ Shirley Bernstein
SHIRLEY BERNSTEIN, Testatrix

We, Robert L. Spallina and Diana Banks, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testatrix declared the instrument to be the Testatrix's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testatrix and of each other.

/s/ Robert L. Spallina
Witness

/s/ Diana Banks
Witness

Acknowledged and subscribed before me, by the Testatrix, SHIRLEY BERNSTEIN, who is personally known to me or who has produced _____ (state type of identification) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (state type of identification) as identification, and Diana Banks, who is personally known to me or who has produced _____ (state type of identification) as identification, and subscribed by me in the presence of SHIRLEY BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012

/s/ Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

F:\WPDATA\dr\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Shirley Bernstein.wpd [08 15:36:41 5 19]

LAST WILL
OF SHIRLEY BERNSTEIN

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

PROBATE DIVISION IH
CASE NO. 502014CP003698XXXXNB

TED BERNSTEIN,
Plaintiff

v.

DONALD R. TESCHER, ELIOT IVAN BERNSTEIN,
LISA SUE FRIEDSTEIN, JILL MARLA IANTONI, ET AL.,
Defendants

ORDER SETTING TRIAL on AMENDED COMPLAINT
(DE 26) COUNT II

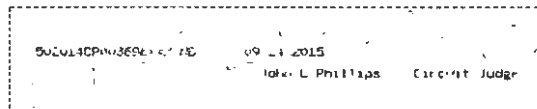
This matter came before the court on its own motion, for resolution of outstanding issues as required by the October 6, 2014, Order of the Honorable Martin H Colin, the Circuit Court Judge formerly assigned to this case. In that Order, Judge Colin severed trial of Count II of the Plaintiff's Amended Complaint from remaining claims in the action, and stayed all further proceedings in the action pending further Order of the Court. Accordingly, the Court ORDERS as follows:

1. Trial of the issues set forth in Judge Colin's October 6, 2014, Order on Amendments to Pleadings and Stay until Further Order of Court (DE 27) and Count II of Plaintiff's Amended Complaint (DE 26) shall take place on **December 15, 2015 @ 9:30AM**; 1 (one) day has been set aside for trial.
2. The Petitioner and the Respondent have an obligation to make a good faith effort to resolve this case. Towards that end, the parties are ordered to attend a pre-trial mediation that must take place no later than **ten (10) days** before the first day of trial of this case. ***Failure to attend pre-trial mediation absent an order waiving same may result in the striking of the case from the trial docket and/or additional sanctions. THE PRE-TRIAL MEDIATION MUST TAKE PLACE REGARDLESS OF OTHER MEDIATION THAT MAY HAVE OCCURRED PRIOR TO THIS ORDER SETTING TRIAL.***

If an interpreter is needed for a party or witness in this case, it shall be the responsibility of the party needing same to provide a qualified interpreter.

3. The court reserves jurisdiction to enter such further orders as may be necessary.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida, this 24th day of September, 2015.



JOHN L PHILLIPS
Circuit Judge

Copies furnished to:

Eliot Bernstein, individually
and Eliot and Candice Bernstein,
as Parents and Natural Guardians of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: [Eliot I. Bernstein \(iviewit@iviewit.tv\)](mailto:Eliot.I.Bernstein@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0866 - Telephone
(561) 833-0867 - Facsimile
Email: [John P. Morrissey \(john@jmorrisseylaw.com\)](mailto:john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra
Bernstein, Eric Bernstein, Michael Bernstein

Lisa Friedstein, individually and as trustee for
her children, and as natural guardian for M.F.
and C.F., Minors; and Max Friedstein
lisa.friedstein@gmail.com

Jill Iantoni, individually and as trustee for her
children, and as natural guardian for J.I. a
minor
jilliantoni@gmail.com

Alan Rose, Esq.
Mrachek Fitzgerald Rose
Konopka Thomas & Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

Brian M. O=Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O=Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900 - Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
jfoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinlubitz.com

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

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

Probate Division
Case No.: 502014CP003698XXXXNBIJ

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B. SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually,
as Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on
behalf of his minor children D.B., Ja. B. and Jo. B.;
JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her Minor child J.I.; MAX FRIEDSTEIN;
LISA FRIEDSTEIN, Individually, as Trustee f/b/o
Max Friedstein and C.F., under the Simon L.
Bernstein Trust Dtd 9/13/12, and on behalf of her
minor child, C.F.,

Defendants.

COPY

FINAL JUDGMENT ON COUNT II OF THE AMENDED COMPLAINT

This cause came before the Court for trial on December 15, 2015, pursuant to the Court's
ORDER SETTING TRIAL on AMENDED COMPLAINT (DE 26) COUNT II dated September 24,
2015. The Court, having received evidence in the form of documents and testimony of witnesses.

having heard argument of counsel and *pro se* parties who wished to argue, and being otherwise fully advised of the premises, hereby enters a Final Judgment as to Count II of the Amended Complaint:

1. This is an action for declaratory judgment to determine the validity, authenticity and enforceability of certain wills and trusts executed by Simon Bernstein and Shirley Bernstein, as follows:

- A. Shirley Bernstein Trust Agreement dated May 20, 2008 ("Shirley Trust", attached to the Amended Complaint as Exhibit A~~3~~, *EX. P1 AT TRIAL*) JB
- B. First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008 ("Shirley First Amendment", attached to the Amended Complaint as Exhibit B~~3~~, *EX. P3 AT TRIAL*) JB
- C. Will of Simon L. Bernstein dated July 25, 2012 ("Simon Will", attached to the Amended Complaint as Exhibit C~~3~~, *EX. P4 AT TRIAL*) JB
- D. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 ("Simon Trust", attached to the Amended Complaint as Exhibit D~~3~~, *EX. P5 AT TRIAL*), *and* JB
- E. Will of Shirley Bernstein dated May 20, 2008 ("Shirley Will", attached to the Amended Complaint as Exhibit E~~3~~, *EX. P1 AT TRIAL*) JB

(collectively, the "Testamentary Documents").

2. Based upon the evidence presented during the trial, the Court finds that the Testamentary Documents, as offered in evidence by Plaintiff, are genuine and authentic, and are valid and enforceable according to their terms.

3. The Court finds that Simon's Testamentary Documents were signed by Simon and Shirley's Testamentary Documents were signed by Shirley, in the presence of two attesting witnesses who signed in the presence of the testator and in the presence of each other. § 732.502, Fla. Stat.; § 736.0403(2)(b), Fla. Stat.

4. The Court finds the Testamentary Documents meet the requirements for self-proof, as specified in §732.503, Fla. Stat. Alternatively, the Testamentary Documents were properly admitted based upon the testimony of at least one of the attesting witnesses, which occurred. §733.201, Fla. Stat.

5. Based on the evidence presented, the Court finds that Plaintiff, Ted S. Bernstein, Trustee, was not involved in the preparation or creation of the Testamentary Documents. ~~Indeed,~~ Ted S. Bernstein had never seen the documents before his father's death. ~~Moreover,~~ Ted S. Bernstein played no role in any questioned activities of the law firm Tescher & Spallina, PA, who represented Simon and Shirley while they were alive. There is no evidence to support the assertions that Ted Bernstein forged or fabricated any of the Testamentary Documents, or aided and abetted others in forging or fabricating documents. ~~Thus,~~ Ted Bernstein played no role in the preparation of any improper documents; the presentation of any improper documents to the Court; or any other improper act, contrary to the allegations of Eliot Bernstein, made in the pleadings in this case or in various blogs and websites in which Eliot Bernstein has attacked the actions of Ted Bernstein.

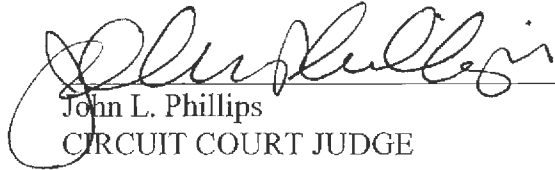
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ELIOT BERNSTEIN
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6. Based on the evidence presented, the Court finds that an unauthorized version of the First Amendment to Shirley Bernstein Trust Agreement was prepared sometime after Simon died. This document (Pl. Ex. 6) was not signed by Shirley Bernstein and, therefore, is not an operative document.

7. This ruling is intended to be a Final Judgment under Rule 9.170 of the Florida Rules of Appellate Procedure, determining the validity of Testamentary Documents, denying any objection to the probate of Shirley's and Simon's Wills or the validity of the Trust Agreements, and determining which persons are entitled to receive distributions from these trusts and estates.

8. Based upon the rulings made by the Court in this trial of Count II, the Court reserves jurisdiction to determine the remaining issues in this action.

DONE AND ORDERED in Chambers, in Palm Beach County, Florida, this 16 day of December, 2015.


John L. Phillips
CIRCUIT COURT JUDGE

cc: All parties on the attached service list

Eliot Bernstein, individually
and Eliot and Candice Bernstein,
as Parents and Natural Guardians of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: [Eliot I. Bernstein \(iviewit@iviewit.tv\)](mailto:iviewit@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0866 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
[\(john@jpmorrisseylaw.com\)](mailto:john@jpmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

Lisa Friedstein, individually and as trustee for her
children, and as natural guardian for M.F. and
C.F., Minors; and Max Friedstein
lisa.friedstein@gmail.com

Jill Iantoni, individually and as trustee for her
children, and as natural guardian for J.I. a minor
jilliantoni@gmail.com

Alan Rose, Esq.
Mrachek Fitzgerald Rose
Konopka Thomas & Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900 - Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
jfoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinlubitz.com

JOHN L. PHILLIPS
CIRCUIT JUDGE
NORTH COUNTY COURTHOUSE
3188 PGA BOULEVARD
PALM BEACH GARDENS, FL 33410



Eliot I. Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434

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

PROBATE DIVISION IH
CASE NO. 502014CP003698XXXXNB

TED BERNSTEIN, AS TRUSTEE
OF THE SHIRLEY BERNSTEIN TRUST
AGREEMENT DATED MAY 20, 2008
AS AMENDED
Plaintiff

v.
ALEXANDRA BERNSTEIN; ET AL.
Defendants

COPY

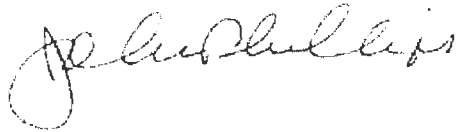
ORDER CONFIRMING DENIAL OF DISQUALIFICATION MOTION

This matter came before the Court at the close of trial December 15, 2015, when defendant Elliott Bernstein orally moved for recusal of the undersigned. The Court adjourned for 5 minutes to allow Mr. Bernstein to put his motion into written form. Mr. Bernstein then presented the "Verified Sworn Emergency Petition and Affidavit for Immediate Mandatory Disqualification of Circuit Judge John L. Phillips", and "Notice of Correction to Verified Sworn Emergency Petition and Affidavit for Immediate Mandatory Disqualification of Circuit Judge John Phillips", both dated December 4, 2015. These documents had previously been presented to the Court seeking disqualification of the undersigned (see Docket Entries 94 and 98) and were denied as legally insufficient by Order entered December 8, 2015 (Docket Entry 98).

In an abundance of caution, on December 15, 2015, the undersigned entered a handwritten Order denying this new presentation of the already-ruled-upon request for disqualification. Whereupon, it is **ORDERED AND ADJUDGED:**

1. The handwritten Order dated December 15, 2015, denying defendant Elliott Bernstein's previously-ruled-upon requests for disqualification, described above, is hereby **CONFIRMED**.
2. The above-described requests for disqualification are legally insufficient, and are properly **DENIED**.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida, this 16th day of December, 2015.



Circuit Judge

Copies furnished to:

Alan B. Rose Esq. arose@pm-law.com
John Morrissey Esq. john@jmorrisseylaw.com
Brian M. O'Connell Esq. service@ciklinlubitz.com
Eliot I. Bernstein 2753 N.W. 34th Street, Boca Raton FL, 33434
Lisa Friedstein 2142 Churchill Lane, Highland Park IL, 60035
Pamela Beth Simon 303 E. Wacker Drive, Suite 2725, Chicago IL, 60601
Jill Iantoni 2101 Magnolia Lane Highland Park IL, 60035

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

TED BERNSTEIN, AS TRUSTEE
OF THE SHIRLEY BERNSTEIN TRUST
AGREEMENT DATED MAY 20, 2008,
AS AMENDED,

PROBATE DIVISION

CASE NO.: 502014CP003698XXXXSB

PLAINTIFF,

v.

ALEXANDRA BERNSTEIN; ET AL.

DEFENDANTS.

Disqualification Motion is DENIED as legally insufficient - already ruled upon in Order of 12-8-15

Other Applicable Related Cases this Disqualification of Circuit Judge John L. Phillips, Should

Apply to:

- Case # 502012CP004391XXXXSB – Simon Bernstein Estate
- Case # 502011CP000653XXXXSB – Shirley Bernstein Estate
- Case # 502014CP002815XXXXSB – Oppenheimer v. Bernstein Minor Children
- Case # 502014CP003698XXXXSB – Shirley Trust Construction
- Case# 502015CP001162XXXXSB – Eliot Bernstein v. Trustee Simon Trust Case
- OLD CASE # 502014CA014637XXXXMB

DE #98 - identical to motion filed by defendant on 12-4-2015 at DE's #94 & #98

DONE & ORDERED
[Signature]
12-15-15

VERIFIED SWORN EMERGENCY PETITION AND AFFIDAVIT FOR IMMEDIATE MANDATORY DISQUALIFICATION OF CIRCUIT JUDGE JOHN L. PHILLIPS

COMES NOW Eliot Bernstein (“Eliot” or “Petitioner”) and files under information and belief this Verified Emergency Petition and Affidavit for Immediate Mandatory Disqualification of Judge John L. Phillips, pursuant to Fla R. Admin P. 2.330 and section 38.10, Florida Statutes, for the following grounds and reasons:

Rule 2.330 (a) Application. This rule applies only to county and circuit judges in all matters in all divisions of court.

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

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

Probate Division
Case No.: 502014CP003698XXXXSB

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B. SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually,
as Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on
behalf of his minor children D.B., Ja. B. and Jo. B.;
JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her Minor child J.I.; MAX FRIEDSTEIN;
LISA FRIEDSTEIN, Individually, as Trustee f/b/o
Max Friedstein and C.F., under the Simon L.
Bernstein Trust Dtd 9/13/12, and on behalf of her
minor child, C.F.,

Defendants.

**SUCCESSOR TRUSTEE'S MOTION FOR APPOINTMENT OF A
GUARDIAN AD LITEM TO REPRESENT THE INTERESTS OF
ELIOT BERNSTEIN'S CHILDREN; FOR A GAG ORDER TO PROTECT
GUARDIAN AND OTHERS; AND TO STRIKE ELIOT'S FILINGS**

Successor Trustee, Ted S. Bernstein (the "Trustee"), moves the Court (i) to appoint a guardian ad litem to represent the interest of the children of Eliot Bernstein,, D.B., Ja.B. and Jo.B;; (ii) to impose a gag order preventing Eliot from harassing and intimidating the retained or appointed fiduciaries (including any newly-appointed Guardian ad Litem), as well as all professionals and the Court; and (iii) for an order striking all of Eliot's filings in this case for lack of standing, and states:

1. Plaintiff, Ted S. Bernstein, as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008, seeks the appointment of a guardian ad litem to protect the interests of Eliot Bernstein's three children. By its ruling at the trial held on December 15th, the Court upheld the 2012 Will and Trust of Simon L. Bernstein and the 2008 Will and Trust of Shirley Bernstein. As a result of upholding these documents, the Court has determined that Eliot Bernstein, individually, is not a beneficiary of either Simon's or Shirley's Trusts or Estates. Instead, his three sons are among the beneficiaries of both Simon's and Shirley's Trusts, in amounts to be determined by further proceedings. Eliot lacks standing to continue his individual involvement in this case.

2. Based upon the events which have transpired and the pleadings and other papers filed by Eliot in this case, including statements in his Omnibus Petition to the Florida Supreme Court and his latest Motion to Disqualify this Court, the Trustee does not believe that Eliot is capable of adequately representing the interests of his children or willing to enable the Trustee to carry out Simon's and Shirley's wishes to benefit their grandchildren. Indeed, since the trial and the resulting Final Judgment, Eliot has increased his attacks on this Court and these proceedings.

3. Eliot shows no interest in seeing his parents' trusts and estates administered in an economic and efficient process to maximize the distribution among their grandchildren. Instead, he is on a never-ending crusade against injustice and corruption among judges, lawyers, fiduciaries, and others, including the Florida Supreme Court and the Florida Bar. In a recent filing, a *Motion for Rehearing En Banc* (Ex. A) of the dismissal of his "Petition for All Writs,"¹ he wrote:

¹ The Petition for All Writs sought prohibition against Judge Colin (who already recused himself in May) and an extraordinary writ to stop a routine, court-approved sale of Trust property. The sale would have closed March 31, 2015 but for Eliot's interference, and these delays will have cost the Trust far in excess of \$150,000 by the time of the eventual closing.

That the Florida judicial system has not only failed Bernstein twice in protecting his properties, life and liberty but it has played a significant role in the alleged criminal acts committed against Petitioner, his family and now perhaps has led to the death of his father . . . The recent criminal acts committed by Florida Bar attorneys and fiduciaries of the estates and trusts of Simon and Shirley Bernstein. These estate and trust crimes part of a fraudulent scheme and an attempt to rob and preclude Petitioner from inheritance, through Post Mortem crimes committed after the passing of his mother and father Shirley and Simon Bernstein through sophisticated complex legal frauds, *including multiple Frauds on the Court and Fraud by the Court itself* . . .

. . . many of the Florida Supreme Court Justices are named in all ongoing actions, including the instant matters involving the fraud on the court of Judge Martin Colin and Judge David French, where yet again we find members of the Florida Bar, two Florida judges and several more Florida attorneys at law involved in the criminal acts described herein and again using the Florida Courts to directly deprive Petitioner and his family of their rights and further retaliate against Petitioner to directly attempt to stop his pursuit of his Intellectual Property rights, his inheritancy and more.²

4. Further, because of Eliot's penchant to attack and try to exert pressure on fiduciaries, counsel and others who oppose his wishes, the Trustee believes it is necessary to enter an Order prohibiting Eliot and anyone acting in concert with Eliot from harassing the fiduciaries, counsel, and others, including any newly appointed Guardian ad Litem, and from disseminating or publishing by any manner or on any website any information about these matters. This internet cyber-bullying or cyber-terrorism has been ongoing for more than two years. (Composite Ex. C)

² These thought are similar to thoughts he expressed on an internet website, praising a "heroic" lawyer who is crusading "to whistle blow on the corruption of the Florida Courts and its members that she has witnessed firsthand committed by attorneys at law, guardians and the judges involved in her mother's guardianship in what can only be called an elder eugenics program designed to at once kill the victims entrapped and simultaneously deplete virtually their entire net worth from the family and covert it to the court appointed guardians and attorneys at law, while providing the courts with funding as well." (Ex. B)

Eliot ties that to his parents' trusts: "I have witnessed firsthand this same racket in the Florida Probate Courts as my family's estate and inheritance have been desecrated and robbed by Florida Attorneys at Law, . . . with the help of two Florida Probate Judges, David French and Martin Colin."

5. Eliot appears more interested in ruining lives and reputations by cyber-warfare than in seeing these proceedings come to a conclusion. Eliot has exhibited a pattern of irrational behavior, demonstrated by threats of criminal prosecution and slanderous statements made in an attempt to exert pressure on the fiduciaries. Eliot's behavior has reached such deplorable levels that he continues to malign and disparage all of the fiduciaries – counsel, the independent Successor PR of Simon's Estate, and everyone else who stands in his way – personally and professionally. Eliot disseminates inflammatory and defamatory information over the internet without any regard for the negative impact such information may have.

6. Two recent examples of Eliot's wasteful conduct already have costs the beneficiaries significant real dollars. Eliot opposed the sale of his parents' primary residence, which was on the market nearly four years before a serious offer was made. The all-cash, "as-is" offer was set to close on March 31st. Eliot persuaded Judge Colin to delay the sale – at significant expense to the Trust – so he could challenge the sale price as inadequate. After a six-week delay, Eliot presented no witnesses and no evidence, and the sale was approved in a final order. Eliot did not appeal the order, but filed his All Writs Petition to the Florida Supreme Court. The sale has yet to close due to Eliot's filings – including a Motion for Rehearing En Banc and a Notice of Appeal to the Florida Supreme Court. This already has cost the Trust far more than \$100,000 of the value it would have realized in March. Similarly, after claiming his father's 2012 testamentary documents were the product of mental incapacity, undue influence or fraud, at trial Eliot produced no witnesses or testimony to corroborate those baseless accusations. He did not even testify himself on any of the issues he raised. The Trust incurred substantial legal fees and costs addressing Eliot's fantastical claims.

7. Eliot will never stop until a court stops him. Now is the time for such drastic measures, while there are still some assets left for his children and the other grandchildren to receive as distributions. In light of the Final Judgment dated December 16, 2015, upholding Simon's 2012 documents, Eliot is not a beneficiary of the Shirley Trust or the Simon Trust. As such, he lacks standing to participate as an individual. All of his individual filings should be stricken with prejudice. His filings in his capacity as guardian of his children should be conditionally stricken, without prejudice to the Guardian ad Litem seeking leave of court to pursue such claims and issues as the Guardian deems to be in the best interests of Eliot's children.

8. Finally, the Court should order Eliot Bernstein and others acting in concert with him to remove all internet postings about the judges, lawyers, fiduciaries and others involved in these matter, and preclude any further public or widespread dissemination of information about these proceedings. The Court should be aware that Simon's grandchildren are all starting their lives, and the "garbage" Eliot puts on the internet will be following along with these innocent grandchildren for the rest of their lives. As the fiduciary responsible to act in the best interests of the grandchildren, the Trustee requests that the Court enter a confidentiality or "gag" order to protect their interest.

WHEREFORE, the Trustee respectfully suggests that this Court: (i) appoint a Guardian Ad Litem for Eliot's three children;(ii) enter a confidentiality or "gag order" to protect the integrity of these proceedings and to safeguard the ability of fiduciaries, including a Guardian Ad Litem, to act independently and in the best interests of the beneficiaries; (iii) strike and/or dismiss all of Eliot's filings in this case as described above for lack of standing; and (iv) grant such other relief as the Court deems appropriate.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: Facsimile **and** U.S. Mail; U.S. Mail; Email Electronic Transmission; FedEx; Hand Delivery this 4th day of January, 2016.

MRACHEK, FITZGERALD, ROSE, KONOPKA,
THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 Telephone / (561) 655-5537 Facsimile
Email: arose@mrachek-law.com
Secondary: mchandler@mrachek-law.com
Attorneys for Ted S. Bernstein

By: /s/ Alan B. Rose
Alan B. Rose (Fla. Bar No. 961825)

SERVICE LIST

Eliot Bernstein, individually
and Eliot and Candice Bernstein,
as Parents and Natural Guardians of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: Eliot I. Bernstein (iviewit@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0866 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

Lisa Friedstein, individually and as trustee for her
children, and as natural guardian for M.F. and
C.F., Minors; and Max Friedstein
lisa.friedstein@gmail.com

Jill Iantoni, individually and as trustee for her
children, and as natural guardian for J.I. a minor
jilliantoni@gmail.com

Alan Rose, Esq.
Mrachek Fitzgerald Rose
Konopka Thomas & Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900 - Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
jfoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinlubitz.com

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

CASE NO.: 4D15-3849
L.T. No.: 502011CP00653XXXXSB
502014CA014637XXXXMB
502014CP002815XXXXSB
502014CP003698XXXXSB
502015CP001162XXXXNB
502015CP002717XXXXNB

ELIOT BERNSTEIN

v. ESTATE OF SIMON BERNSTEIN

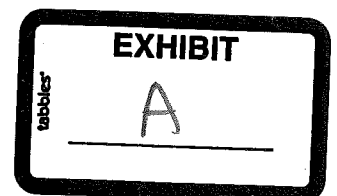
Appellant / Petitioner(s)

Appellee / Respondent(s)

Motion for Rehearing En Banc

Eliot I. Bernstein, Petitioner-Appellant herein, respectfully shows this Court as follows:

1. I am the Petitioner Pro Se and file this Motion for a Rehearing En Banc of this Court's determination and dismissal of a prior petition for All Writs further seeking a Stay and Injunctive relief originally filed at the Florida Supreme Court on June 10, 2015, and re-filed on June 30, 2015 to conform with page requirements.
2. While acting pro se, I nonetheless express a belief that this case and issues are of exceptional importance under Florida Rules of Appellate Procedure 9.331.
3. The motion is further timely within Florida Rules of Appellate Procedure 9.330.
4. This Court originally issued a Decision on Nov. 30, 2015 Dismissing the All Writs Petition as "Moot" but in the caption of the Decision it only referenced the Writ of Prohibition making it unclear if the other portions of Petitioner's All Writs were Dismissed as well as



“moot” as Petitioner was seeking Mandamus relief against Florida Judge Martin Colin and other relief such as a Stay and Injunctive relief.

5. Petitioner initiated a procedural phone call to the 4th DCA on or about Nov. 30, 2015 the same day of the Decision to determine the procedure for such a Clarification and originally was told by the Clerk Staff from the 4th DCA the Dismissal applied to the entire petition.
6. Very shortly thereafter, in order to be clear on this Court’s ruling, Petitioner made a subsequent call on that same day of Nov. 30, 2015 speaking to the same 4th DCA Clerk Staff to again seek procedural guidance on how to clarify this ruling and the 4th DCA Clerk stated “they told me” the Dismissal applied to all parts of the Petition referring to the original Decision of Nov. 30, 2015 which Denied the Writ of Prohibition as “Moot” and referenced Oct. 15, 2015 as the filing date of the Petition which was filed June 30, 2015 at the Florida Supreme Court.
7. The 4th DCA Clerk clarified that this filing date was the date the All Writs Petition was Transferred by the Florida Supreme Court.
8. Within 15 minutes to a half hour or less on Nov. 30, 2015, I received an Amended copy of this Decision which now referenced the filing date of July 1, 2015 and Denying the entire Petition as “moot”.

This is a Case of Exceptional Importance

9. The Petition for All Writs brought up for the Florida Supreme Court the appropriateness of even ruling on the Petition for All Writs based upon a warned Conflict of Interest stemming from the following Petitioned in the All Writs:

“Eliot Ivan Bernstein has pursued in investigations since early 2000 to present, including a Petition to the White House¹, the White House Counsel’s Office, the US Attorney General’s Office, investigations to the SEC², FBI, and various State Attorney Generals, and actions with the USPTO, and other legal actions, including RICO and ANTITRUST civil litigation and criminal complaints several Florida Supreme Court Justices, The Florida Bar, several New York Supreme Court Justices, the New York Supreme Court Disciplinary Agencies 1st & 2nd, several large law firms and lawyers, political figures at the highest levels in both Florida and New York and others and this may cause any review of the following matters by any member of The Florida Bar, a subsidiary of the Florida Supreme Court, with any title in the organization, to prejudice the rights of Eliot Bernstein and his family and will be construed as a denial of due process that obstructs justice.”

10. This Conflicts of Interest section went on to further expressly name the following:

Defendants in the RICO and other actions include:

- “STATE OF FLORIDA,
- OFFICE OF THE STATE COURTS ADMINISTRATOR, FLORIDA,
- **FLORIDA SUPREME COURT,**

1

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090213%20FINAL%20SIGNED%20LETTER%20OBAMA%20TO%20ENJOIN%20US%20ATTORNEY%20FINGERED%20ORIGINAL%20MAIL%20l.pdf>

2

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090325%20FINAL%20Intel%20SEC%20Complaint%20SIGNED2073.pdf>

- Jorge Labarga, in his official and individual capacities, [this lawsuit prior to his unbelievable rise to Chief Justice of the Florida Supreme Court after the Bush v. Gore election where he aided in the failure to recount the People's vote when he was a civil circuit judge and for his effort to derail Eliot's legal rights in the first lawsuit involving Eliot and others stolen Intellectual Properties that has led to this mess filed before his court. Proskauer v. Iviewit, Case #CASE NO. CA 01-04671 AB.]
- Charles T. Wells, in his official and individual capacities,
- Harry Lee Anstead, in his official and individual capacities,
 - R. Fred Lewis, in his official and individual capacities,
 - Peggy A. Quince, in his official and individual capacities,
 - Kenneth B. Bell, in his official and individual capacities,
 - THOMAS HALL, ESQ. in his official and individual capacities,
- **THE FLORIDA BAR,**
 - JOHN ANTHONY BOGGS, ESQ. in his official and individual capacities,
 - KELLY OVERSTREET JOHNSON, ESQ. in her official and individual capacities,
 - LORRAINE CHRISTINE HOFFMAN, ESQ. in her official and individual capacities,
 - ERIC TURNER, ESQ. in his official and individual capacities,
 - KENNETH MARVIN, ESQ. in his official and individual capacities,

- JOY A. BARTMON, ESQ. in her official and individual capacities,
 - JERALD BEER, ESQ. in his official and individual capacities,
 - BROAD & CASSEL, and, all of its Partners, Associates and Of Counsel, in their professional and individual capacities,
 - JAMES J. WHEELER, ESQ. in his professional and individual capacities,
- DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
– FLORIDA,”

11. A simple review of the cited resource locator in the All Writs Petition at

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090325%20FINAL%20Intel%20SEC%20Complaint%20SIGNED2073.pdf>

would show any reviewing body or jurist that the underlying frauds at issue having been reported to the White House, White House Counsel’s Office, US Attorney General’s Office and various Federal Agencies such as the FBI implicate an ongoing Fraud upon the United States itself being fraud at the USPTO.

12. Even without reviewing the information at this resource locator, the plain text at the All Writs Petition further showed that the frauds had now elevated into Estate and Trust frauds within the State of Florida and the possible murder of Simon Bernstein and further implicating members of the Florida Supreme Court and Florida Bar as follows:

“That the Florida judicial system has not only failed Bernstein twice in protecting his properties, life and liberty but it has played a significant role in the alleged criminal acts committed against Petitioner, his family and now perhaps has led to the death of his father, as alleged by Petitioner’s brother Ted as a possible “murder.” The recent criminal acts committed by Florida Bar attorneys and fiduciaries of the estates and trusts of Simon and Shirley Bernstein. These estate and trust crimes part of a fraudulent scheme and an attempt to rob and preclude Petitioner from inheritance, through Post Mortem crimes committed

after the passing of his mother and father Shirley and Simon Bernstein through sophisticated complex legal frauds, including multiple Frauds on the Court and Fraud by the Court itself, with irrefutable evidence of criminal acts by lawyers and law firms and now new allegations that Judges are involved on the attempt to fix and silence the crimes of other members of the Florida Bar and others.

That in the original instance of fraud that occurred against Petitioner and his family in the Courts, many of the Florida Supreme Court Justices named herein may recall that Bernstein in early 2000 began pursuing members of the Florida Bar from a case that began with Jorge Labarga and the international law firm Proskauer Rose intimately involved in thefts of technologies valued as “The Holy Grail” and “Priceless” by leading engineers and when Judge LaBarga was a circuit court judge in Palm Beach County and the complaints against the lawyers and judges involved made their way all the way up to the Supreme Court and why many of the Florida Supreme Court Justices are named in all ongoing actions, including the instant matters involving the fraud on the court of Judge Martin Colin and Judge David French, where yet again we find members of the Florida Bar, two Florida judges and several more Florida attorneys at law involved in the criminal acts described herein and again using the Florida Courts to directly deprive Petitioner and his family of their rights and further retaliate against Petitioner to directly attempt to stop his pursuit of his Intellectual Property rights, his inheritancy and more.

These matters are brought expressly to the forefront of this case so matters of conflicts of interest may be properly adjudicated even in the hearing of the instant petitions for writs and other relief and for consideration as to whether the entirety of these matters should be transferred to a jurisdiction outside the State of Florida and other proper relief. “ See, Petition for All Writs.

13. The case is thus of not only exceptional importance but statewide importance as not only implicating related ongoing frauds upon the United States but the fundamental Due Process issue of whether the Florida Courts themselves can be an appropriate forum for the Petitioner given the current Florida Supreme Court Judge Jorge Labarga’s involvement in the underlying frauds along with substantial members of the Florida Bar including Jerald Beer of the Ciklin, O’Connell law firm now in a case where possible murder has been alleged.
14. Thus the case should be heard En Banc as exceptional importance is shown.
15. Clearly neither the Florida Supreme Court nor this Court of the 4th DCA addressed the exceptional important issue of whether the fundamental due process can be served with the

Conflicts of Interest referenced in the petition and thus this part of the Petition was clearly overlooked and / or misapprehended.

16. Clearly the exceptional importance of the statewide due process conflict of interest issues are not moot and these matters were overlooked or misapprehended.

Other Issues Overlooked, Misapprehended and Not Moot

17. The Petition for All Writs further brought up mandamus against Judge Martin Colin to issue a Disqualification as a necessary and material fact witness and void all of his orders therein where clear fraud upon the Court has occurred and Judge Colin himself may be part of the machinery of the Court involved in the fraud.

18. While not stated in this Court's Decision, it was argued by Alan M. Rose on behalf of Ted Bernstein to this Court that due to Judge Colin's "recusal" which came within 24 hours of denying the mandatory Disqualification as a necessary and material fact witness rendered the Writ "moot".

19. However, this again must have been overlooked and misapprehended.

20. Judge Colin's sudden "recusal" does not change and did not change his status as a material fact witness in underlying fraud in his court which, quite interestingly, expressly involves Ted Bernstein who Alan Rose is representing.

21. Judge Colin remains a material fact witness and thus, this part of the Petition for All Writs was clearly not moot and mandamus should issue immediately so proper Disqualification Orders can be issued.

22. Further, the Petition brought up for review Judge Colin's "steering" and "poisoning" of the "Transfer" of the Case to the North Branch acts which were and are alleged to have been

beyond and outside his jurisdiction as one who mandatorily had to be disqualified under Florida law.

23. Once it is properly determined that Judge Colin should be mandatorily disqualified and subject to mandamus, all of these wrongful acts of Transfer without jurisdiction are clearly presently relevant to the case and must have been overlooked and or misapprehended by this Court and clearly were not and are not moot.
24. Further, the Petition for All Writs brought up for review under mandamus that Judge Colin's Orders issued as having been what should have been a Disqualified material fact witness at least as of Jan. 3, 2013 or by latest May of 2013 based upon when clear indisputable fraud had to have been discovered in his Court, that such Orders must be Voided.
25. In fact, the property referenced by Alan Rose to be sold was part of an illegal Order of Judge Colin grounded in fraud as a material fact witness and prohibiting this sale clearly is not moot and must have been overlooked and misapprehended.
26. This Court must have overlooked or misapprehended this part of the Petition as all of these Orders since either Jan. 3, 2013 or at least May 6, 2013 forward must now be Voided and clearly these Orders are presently impacting the Case and thus are not moot.
27. Still further, the Petitions sought specified Stay and injunctive relief none of which was or is moot and thus this Court must have overlooked and or misapprehended this part of the Petition as well.
28. Clearly the Petition for All Writs has substantial case law authority which should have been relied upon if the Petition had not been overlooked and / or misapprehended and Petitioner simply refers this Court back to the All Writs Petition for said authorities to stay in conformity of the rules preventing re-argument.

WHEREFORE, Petitioner respectfully prays for an Order granting En Banc rehearing relief and further issuing mandamus against Judge Colin as a material and fact witness, voiding of all Orders of Judge Colin since at least Jan. 3, 2013 or May 2013 to the present and further determination as to the impropriety of the interference in the orderly Transfer of this case to the North Branch thus transferring the case to a randomly selected independent neutral Judge unless the conflict of interest issues raised by any hearing within the State of Florida determine transfer outside the State and further that this Court should provide affirmative review of said Conflicts of interest in any further Order or Decision herein or alternatively certify the conflicts of interest and due process issue to the Florida Supreme Court as an exceptional issue of statewide and novel importance.

Dated: December 15, 2015

/s/Eliot Ivan Bernstein

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 15th day of December, 2015.

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

By: /s/ Eliot Ivan Bernstein
Eliot Ivan Bernstein

SERVICE LIST - CASE NO. SC15-1077

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0766-Telephone
(561) 833-0867 -Facsimile
Email: John P. Morrissey
(john@jrnoiTisseylaw.com)

Lisa Friedstein
2142 Churchill Lane Highland Park, IL 60035
lisa@friedsteins.com

Jill Iantoni
2101 Magnolia Lane Highland Park, IL 60035
jilliantoni@gmail.com

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3695 West Boynton Beach Blvd., Suite 9
Boynton Beach, FL 33436
(561) 734-5552 -Telephone
(561) 734-5554 -Facsimile
Email: service@feamanlaw.com:
mkoskey@feamanlaw.com

Gary R. Shendell, Esq.
Kenneth S. Pollock, Esq.
Shendell & Pollock, P.L.
2700 N. Military Trail,
Suite 150
Boca Raton, FL 33431
(561)241-2323 - Telephone (561)241-2330-Facsimile
Email: gary@shendellpollock.com
ken@shendellpollock.com
estella@shendellpollock.com
britt@shendellpollock.com
grs@shendellpollock.com

Robert Spallina, Esq.
Donald Tescher, Esq.
Tescher & Spallina
925 South Federal Hwy., Suite 500
Boca Raton, Florida 33432

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401

561-832-5900-Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubit.com;
ifoglietta@ciklinlubit.com;
service@ciklinlubit.com;
slobdell@ciklinlubit.com

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For the adults in the room!

Eliot Ivan Bernstein: I have witnessed firsthand the injustice of Judge Michael Genden in his court: Retaliation against Barbara Stone!

Posted on [August 8, 2015](#)

On Aug 8, 2015, at 7:24 AM, Eliot Ivan Bernstein <iviewit@iviewit.tv> wrote:

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Michael L. Schneider, Executive Director

Michael L. Schneider, General Counsel

Alexander J. Williams, Assistant General Counsel

Post Office Box 14106

Tallahassee, FL 32317

(850) 488-1581

contact@floridajqc.com

Dear Hon. Kerry I. Evander, VICE-CH

My name is Eliot Ivan Bernstein and I

Michael Genden and witnessed firstha

which danger is confirmed by medical

who has taken the heroic path as an att

committed by attorneys at law, guardi

designed to at once kill the victims ent

guardians and attorneys at law, while j

was transformed from a vibrant health

who has been taken in for emergency lifesaving procedures due to the neglect she has suffered since imprisonment in the guardianship.

In attempting to expose this corrupt guardianship and those involved Barbara has done everything required under law and in response and retaliation her

due process rights were removed and she was portrayed as a criminal and in fact criminally arrested by Judge Genden's bizarre orders for her efforts to

protect her mother. She and her mother have been denied due process and the right to counsel and I witnessed in Federal Court before Magistrate Judge

Hunt in Florida an attorney, Deborah Rochlin, Esq. state on the stand under oath that Judge Michael Genden had issued threats against her in Ex Parte

communications that if she continued to represent the Stone family she would targeted for disciplinary actions and more, which caused her in fear of losing

her livelihood to immediately withdraw from representing the Stones. However, in heroic fashion and duty bound to report the misconduct of attorneys at

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who has reviewed the Barbara Stone complaint attached herein against Judge on against Barbara who is desperately trying to save her mother's life and in attorney at law with an unblemished career through her eventual retirement n of the Florida Courts and its members that she has witnessed firsthand her's guardianship in what can only be called an elder eugenics program tually their entire net worth from the family and covert it to the court appointed ell. Helen Stone went into a guardianship for financial protection and quickly wheelchair with a feeding tube in now an induced medical guardianship and



law and judges under Florida Rules of Professional Conduct, Ms. Rochlin did just that by signing a sworn affidavit stating that she was contacted by Judge Genden and a one Roy Lustig, Esq. and extorted and threatened. For this heroic act and following her duty to report misconduct, Judge Genden filed a bar complaint against Ms. Rochlin.

In Federal Court, it was exposed that Roy Lustig, Esq. has a pattern and practice of Fraud on the Court that was exposed by the Third DCA in a case involving Leo's Liquor and yet despite the courts recommendation for State Bar Sanctions and more, it appears Mr. Lustig walked protected by the State Bar of Florida and no action was taken despite his fraud on the court being proven by the court. In the hearing before Magistrate Judge Hunt however, Lustig made statements that appeared to claim that Barbara Stone, Esq. was not a lawyer and that she was some kind of fraud and this swayed and biased the opinion of Magistrate Judge Hunt so much so that he made his own efforts to discover if she were a lawyer and then in an opinion to Judge Zolch stated Barbara was a liar and not forthright with the Court. However, due to lack of diligence it appears that no one had checked her married name and thus both Judge Hunt and Lustig then had mud on the face. To resolve this problem it appears that despite Barbara having been a retired attorney at law with a blemish free career, the Florida Supreme Court through the aegis of its subsidiary The Florida Bar instantly moved to DISBAR Barbara Stone, Esq. on trumped up charges relating to her efforts to free her mother from the concentration camp she is in.

I have witnessed firsthand this same racket in the Florida Probate Courts as my family's estate and inheritance have been desecrated and robbed by Florida Attorneys at Law, including but not limited to, Robert L. Spallina, Esq., Donald R. Tescher, Esq. and Alan B. Rose, Esq. all with the help of two Florida Probate Judges, David French and Martin Colin. Attorneys Tescher and Spallina through their law firm Tescher & Spallina, PA have admitted to fraud on the court and fraud on the beneficiaries and have also admitted to submitting to the courts fraudulently notarized and forged signatures for six parties, including for my deceased father POST MORTEM and yet they have been allowed to continue to practice before the courts and the Florida Bar despite being fully aware of these crimes has done NOTHING to any of the attorneys involved, in fact, allowing Spallina to merely surrender his license without discipline despite his admitted felony criminal acts against my family, including three minor children who have been harmed by their actions. My brother on the day my father died alleged that he was murdered by poisoning and started a criminal complaint and autopsy that have also been mishandled once it was apparent that the person accused, his girlfriend was most likely innocent if he were murdered and now due to the financial crimes and fraud committed by the Attorneys at Law the potential accomplices to any murder may in fact be members of the Florida Bar who may have had a hand in any foul play due to the fact that they are the ones who have committed felony criminal acts and financial crimes against the estates and trusts beneficiaries for their own pecuniary gains. After a year a heavy metal test was finally performed and the results came back with 3 heavy metals elevated to reportable levels, including but not limited to, Arsenic and Cadmium. The attorney and judge self-regulating system of the Florida Bar and Judicial Qualifications Commission (which have no authority or jurisdiction to interfere in criminal complaints against their members) have become a joke and actually appear to be attorney protection agencies to protect the crimes being committed through the use of the courts by their members and steering and interfering with criminal charges made against members to Police and Sheriff agencies to derail the criminal investigations. Ms. Stone has also filed criminal charges against Michael Genden for his threats and extortion made upon her counsel and yet not a single law enforcement agency will investigate her criminal complaint filed in accordance with Florida Statutes. For Shame on our corrupted legal system that appears to start at the top and perverse the entire body of law in Florida and any lawyer standing up to this is instantly Witch hunted and Disbarred, effectively destroying their lives or forcing them to complicity in fear of their extorters.

My case is currently before the Supreme Court of Florida and can be found @

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20>
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20>

The crimes in these Probate cases have also caused multiple other actions to be filed both state and federally at great expense to the victims all due to criminal misconduct by Attorneys at Law and Judges. In fact, arrest has now been made of the Legal Assistant and Notary Public for Tescher & Spallina PA and similar arrest and investigation of the Attorneys at Law and Judges are underway but it appears that these may have been stymied, delayed and potentially derailed by interference in the criminal investigation by Judge Colin, which is currently under investigation as well.

The cases are as follows:

Florida Supreme Court CASE NUMBER: SC15-1077

Judge Coates Cases

[if !supportLists]1. [endif]Case ID: 502015CP002717XXXXNB

Judge Martin Colin Cases

Estate and Trust Cases, Simon, Shirley and Children

[if !supportLists]1. [endif]Case # 502012CP004391XXXXSB – Simon Bernstein Estate

[if !supportLists]2. [endif]Case # 502011CP000653XXXXSB – Shirley Bernstein Estate

[if !supportLists]3. [endif]Case # 502014CP002815XXXXSB – Oppenheimer v. Bernstein Minor Children

[if !supportLists]4. [endif]Case # 502014CP003698XXXXSB – Shirley Trust Construction

[if !supportLists]5. [endif]Case # 502015CP001162XXXXSB – Eliot Bernstein v. Trustee Simon Trust Case OLD CASE #

[if !supportLists]6. [endif]Case # TBD – Creditor Claim – Eliot v. Estate of Simon

[if !supportLists]7. [endif]Case # 13-cv-03643 – Federal Lawsuit in the US District Court of Eastern Illinois, before the Hon. Judge Amy St. Eve., now before Honorable Judge Robert Blakey.

Judge David E. French Cases

[if !supportLists]1. [endif]Case # 2012CP004391 IX – Simon Bernstein Estate

All of the family estate problems may also be linked to another series of crimes still being pursued committed against both my father and myself involving Intellectual Property Thefts committed by our attorneys at law from Proskauer Rose, LLP and Foley & Lardner LLP for IP valued in the billions to trillions and which led my filing a RICO and ANTITRUST civil lawsuit that was subsequently related a New York Supreme Court Attorney Disciplinary Department Whistleblower Lawsuit of Christine C. Anderson, Esq. This lawsuit will shortly be petitioned to be reopened due to the alleged new RICO violations in the Florida Probate Courts, including new predicate acts of, Alleged Murder of Simon Bernstein, Fraud, Forgery, theft of estate and trust assets and more, all crimes again primarily committed by attorneys at law. My car has had a bomb put in it and for visual graphics of the car bombing that blew up three cars next to it in Del Ray Beach, FL see www.iviewit.tv homepage. My RICO case and the cases legally related by Hon Federal Judge Shira Scheindlin are as follows:

Cases @ New York Second Circuit

[if !supportLists]1. [endif]File USCA Case Number 10-5303 = P. Stephen Lamont Appeal Docket No.

Case 08-4873-cv United States Court of Appeals for the Second Circuit Docket – Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al. – TRILLION DOLLAR LAWSUIT

[if !supportLists]2. [endif]Capogrosso v New York State Commission on Judicial Conduct, et al.

[if !supportLists]3. [endif]Esposito v The State of New York, et al.

[if !supportLists]4. [endif]McKeown v The State of New York, et al.

Related Cases @ US District Court – Southern District NY

[if !supportLists]5. [endif]07cv09599 Anderson v The State of New York, et al. – WHISTLEBLOWER LAWSUIT which other cases have been marked legally “related” to by Fed. Judge Shira A. Scheindlin

[if !supportLists]6. [endif]07cv11196 Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al.

[if !supportLists]7. [endif]07cv11612 Esposito v The State of New York, et al.,

[if !supportLists]8. [endif]08cv00526 Capogrosso v New York State Commission on Judicial Conduct, et al.,

[if !supportLists]9. [endif]08cv02391 McKeown v The State of New York, et al.,

[if !supportLists]10. [endif]08cv03305 Carvel v The State of New York, et al., and,

[if !supportLists]11. [endif]08cv4438 Suzanne McCormick v The State of New York, et al.

[if !supportLists]12. [endif]08 cv 6368 John L. Petrec-Tolino v. The State of New York

Sought Relation but not

[if !supportLists]13. [endif]08cv02852 Galison v The State of New York, et al.,

[if !supportLists]14. [endif]08cv4053 Gizella Weisshaus v The State of New York, et al.

[if !supportLists]15. [endif]06cv05169 McNamara v The State of New York, et al

RICO AND ANTITRUST LAWSUIT

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20A>

The Florida Courts have been infected by criminals and it appears a top down takeover. Since you are at the top of the regulatory agency that is responsible for protecting the citizens of Florida from rogue and dangerous criminals disguised as Attorneys at Law and Judges I anticipate your immediate response to both Barbara and my own cases, seeking full investigation by the State Bar and JQC and joining the necessary State and Federal Criminal authorities as you are duty bound to do when members of your cartel are alleged by citizens to have committed felony acts and used the Courts as their vehicle to commit crimes. Recently, large amounts of Press have exposed the guardianship abuses running rampant in Florida and similar to the home foreclosure fraud in Florida, the crimes are being committed by “attorneys at law” and further aided and abetted by “judges” all members of an organization headed by you and where nothing is being done by your agency to take any action other than to protect the accused and aid and abet in the evasion of their criminal prosecutions.

Thank you,

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

Iviewit Holdings, Inc. – DL (yes, two identically named)

Iviewit Holdings, Inc. – FL

Iviewit Technologies, Inc. – DL

Uviewit Holdings, Inc. – DL

Uview.com, Inc. – DL

Iviewit.com, Inc. – FL

Iviewit.com, Inc. – DL

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Iviewit LLC – DL

Iviewit Corporation – FL

Iviewit, Inc. – FL

Iviewit, Inc. – DL

Iviewit Corporation

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

<http://www.iviewit.tv>

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<http://www.facebook.com/#!/iviewit>

<http://www.youtube.com/user/eliothernstein?feature=nhum>

in loving memory and sad post mortem attorney corruption story

<http://iviewit.tv/ShirleyBernstein>

<http://iviewit.tv/SimonBernstein>

<http://iviewit.tv/ThisisBullshit>

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end

http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end

<http://youtu.be/3Q9MzqZv4lw>

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @

<http://www.youtube.com/watch?v=6BIK73p4Ueo>

and finally latest blog

<http://iviewit.tv/iviewit2/?p=187>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1

<http://youtu.be/i1Ao1BYvvoQ>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2

<http://youtu.be/OaXys6blmFI>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3

<http://youtu.be/9R1PNnJVVGU>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4

<http://youtu.be/rUHCZFKro08>

Eliot Bernstein Iviewit Inventor Television Interview Dick Woelfle Network 125

<http://youtu.be/WEgSXJFqrhQ>

Other Websites I like:

<http://proskauersucks.com>

<http://exposecorruptcourts.blogspot.com>

<http://deniedpatent.blogspot.com>

<http://www.judgewatch.org/index.html>

<http://www.parentadvocates.org>

<http://www.newyorkcourtcorruption.blogspot.com>

<http://cuomotarp.blogspot.com>

<http://www.disbarthefloridabar.com>

<http://www.constitutionalguardian.com>

<http://www.americans4legalreform.com>

<http://www.attorneysabovethelaw.com>

<http://www.VoteForGreg.us> Greg Fischer

<http://www.facebook.com/pages/Vote-For-Greg/111952178833067>

www.justice4every1.com

www.schwagerfirm.com

www.eldermurderabuseandexploitation.blogspot.com

<https://mccormickestatefraud.wordpress.com>

<http://www.nationallibertyalliance.org>

www.AAAPG.net

www.corruptny.com

www.corruptWA.com

www.killingseniors.com

www.guardianpredators.com

www.guardianshipexposed.com

<http://www.hangthebankers.com>

www.ddaweb.org

<http://tedbernsteinreport.blogspot.com>

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“We the people are the rightful master of both congress and the courts – not to overthrow the Constitution, but to overthrow the men who pervert the Constitution.” – Abraham Lincoln

“Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force.” — Thomas Jefferson, The Kentucky Resolutions of 1798

“If a law is unjust, a man is not only right to disobey it, he is obligated to do so.” Thomas Jefferson

“Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance.” – Robert F. Kennedy

“Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!” – Patrick Henry

“Dick: The first thing we do, let’s kill all the lawyers.” The Shakespearean Solution, Sam The Butcher, Henry The Sixth, Part 2 Act 4, scene 2, 71–78

“Gatthew 5:5 Blessed are the Geek, for they will inherit the earth.” Eliot Bernstein

I live by the saying from Ellen G. White:

“The greatest want of the world is the want of men, –men who will not be bought or sold; men who in their inmost souls are

true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall.” -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot

<image001.jpg>

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From: barbara stone [mailto:bstone575@gmail.com]

Sent: Friday, August 7, 2015 11:16 AM

To: evanderk@flcourts.org

Cc: Adam Walsler; Michael Miller; Joan Chrissos; cfrank@miamiherald.com; cmarbin@miamiherald.com; helpmehoward@wsvn.com; mmarques@miamiherald.com; clue@wsvn.co; leonardgreene@nypost.com; martin.baron@washpost.com; John CMG-WestPalm Pacenti; swestwood@washingtosexaminer.com; tips@nationalenquirer.com; john.emshwiller@wsj.com; gary.fields@wsj.com; ashby.jones@wsj.com; Bob Norman; scoop@huffingtonpost.com; chamby@publicintegrity.org; wkroustan@sunsentinel.com; raolmeda@tribune.com; mediarelations@publicintegrity.org; investigations@icij.org; ediarelations@icij.org; drphil@drphil.com; Scott Powers; Today@nbc.com; WT@nbc.com; Dateline@nbc.com; dan noyes; paige.kreegel@myfloridahouse.gov; mike.larosa@myfloridahouse.gov; chris.latvala@myfloridahouse.gov; larry.lee@myfloridahouse.gov; debbie.mayfield@myfloridahouse.gov; charles.mcburney@myfloridahouse.gov; kionne.mcgee@myfloridahouse.gov; larry.metz@myfloridahouse.gov; george.moraitis@myfloridahouse.gov; jared.moskowitz@myfloridahouse.gov; mike.miller@myfloridahouse.gov; Amanda.murphy@myfloridahouse.gov; Edwin.narain@myfloridahouse.gov; jeanette.nunez@myfloridahouse.gov; jose.oliva@myfloridahouse.gov; marlene.otoole@myfloridahouse.gov; mark.pafford@myfloridahouse.gov; kathleen.passidomo@myfloridahouse.gov; keith.perry@myfloridahouse.gov; Kathleen.peters@myfloridahouse.gov; Cary.pigman@myfloridahouse.gov; Ray.pilon@myfloridahouse.gov; scott.plakon@myfloridahouse.gov; rene.placensia@myfloridahouse.gov; elizabeth.porter@myfloridahouse.gov; bobby.powell@myfloridahouse.gov; Sharon.pritchett@myfloridahouse.gov; Jake.raburn@myfloridahouse.gov; Kevin.rader@myfloridahouse.gov; Danile.raulerson@myfloridahouse.gov; lake.ray@myfloridahouse.gov; michelle.rehwinkel@myfloridahouse.gov; ronald.renuart@myfloridahouse.gov; david.richardson@myfloridahouse.gov; Kenneth.roberston@myfloridahouse.gov; hazelle.rogers@myfloridahouse.gov; ray.rodriguez@myfloridahouse.gov; Patrick.rooney@myfloridahouse.gov; darryl.rouson@myfloridahouse.gov; david.santiago@myfloridahouse.gov; irving.slosberg@myfloridahouse.gov; jimmie.smith@myfloridahouse.gov; ross.spano@myfloridahouse.gov; chris.sprolwis@myfloridahouse.gov; cynthia.stafford@myfloridahouse.gov; Richard.stark@myfloridahouse.gov; greg.steube@myfloridahouse.gov; Charlie.stone@myfloridahouse.gov; jennifer.sullivan@myfloridahouse.gov; dwayne.taylor@myfloridahouse.gov; carlos.trujillo@myfloridahouse.gov; victor.torres@myfloridahouse.gov; jay.trumbull@myfloridahouse.gov; john.tobia@myfloridahouse.gov; charles.vanzant@myfloridahouse.gov; Barbara.watson@myfloridahouse.gov; Clovis.watson@myfloridahouse.gov; alan.williams@myfloridahouse.gov; john.wood@myfloridahouse.gov; ritch.workman@myfloridahouse.gov; dana.young@myfloridahouse.gov; budmail@mail.house.gov; write2joecrowley@mail.house.gov; degette@mail.house.gov; William.Delahunt@mail.house.gov; lloyd.doggett@mail.house.gov; doolittle@mail.house.gov; rep.doyle@mail.house.gov; annagram@mail.house.gov; samfarr@mail.house.gov; TalkToBobFilner@mail.house.gov; vito.fossella@mail.house.gov; Gingrey.GA@mail.house.gov; texas.granger@mail.house.gov; sam.graves@mail.house.gov; jane.harman@mail.house.gov; alcee.pubhastings@mail.house.gov; mhinchey@mail.house.gov; tellhoek@mail.house.gov; mike.honda@mail.house.gov; Jay.Inslee@mail.house.gov; congressman.issa@mail.house.gov; rep.johnson@mail.house.gov; webpage@feingold.senate.gov; stephanie.tubbs.jones@mail.house.gov; REP.KAPTUR@mail.house.gov; dkildee@mail.house.gov; jack.kingston@mail.house.gov; tom.la05@mail.house.gov; barbara.stone; marioaj01; alfredo; Eliot Bernstein; Robert Sarhan; ginny johnson; Alyece Russell; Todd Krauthaim; Teresa Lyles; Conrad 315RC; Antoinette; Lily Echarte's victim; hiestanl@flcourts.org; 13869471562@faxorama.com

Subject: Re: Response and Additional Emergency Notice of alleged crimes and corruption

Please see the attached and below in follow up

TO: JUDGE EVANDER

RE: RETALIATION AGAINST BARBARA STONE FOR WHISTLEBLOWING ON GUARDIANSHIP ABUSE IN THE STATE OF FLORIDA AND REPORTING THE CRIMES OF MICHAEL GENDEN AND THE FLORIDA BAR FROM: BARBARA STONE

DATE: AUGUST 7, 2012

CC: MEDIA, LEGISLATORS AND OTHER INTERESTED PARTIES

Dear Judge Evander:

I am in receipt of the retaliatory disbarment against me for my reporting alleged criminal misconduct and wrongdoing of attorneys and judges as mandated by the Florida Bar rules. I am also in receipt of the retaliatory notice of disbarment that was filed of record in my Federal lawsuit against Michael Genden which was improper, an abuse of power and for apparently for the purpose of further prejudicing my case.

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I brought my mother to "guardianship court" to protect her and Michael Genden and Roy Lustig and predator "guardians" masterminded a Machiavellian scam to steal my mother, strip her rights, drug and abuse her until she is incoherent and extort her assets. These predators then rabidly escalate, retaliate and attack me to silence me from exposing this diabolical racket and **to divert, avoid, evade, dodge, obstruct, block, impede, thwart, cover up the criminal response to their alleged crimes by attacking their accuser.**

I should be lauded for exposing the vile practice of terrorizing vulnerable adults in predator guardianships instead of attacked by vicious retaliation by judges no less.

It is hardly "judicial" for the State of Florida to maintain a practice through its "probate/guardian" courts of slowly murdering vulnerable elderly adults by isolating them, depriving them of food, drugging them mercilessly until they are incoherent, removing them from their family so these crimes can be committed in secret, warehousing them in deplorable nursing homes and then retaliating against anyone trying to expose the crimes, including outstanding and long serving respectable members of the Florida Bar such as myself.

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The 3rd DCA exposed Roy Lustig's fraud and corruption in the case of Leo's Gulf Liquors v. Lakhani No. 3D00-130, 802 So. 2d 337 (2001) where he was found guilty of fraud on the court, repeatedly lying under oath and perjury. Yet due to the failure of that Court to refer him to the State Attorney and the Florida Bar as reported by the Sun Sentinel, the Florida Bar did not take disciplinary action against him, in fact they have colluded with him in retaliation against me yet Lustig who engaged in misconduct so brazen that although courts rarely issue such rulings against an attorney, they found Lustig's conduct so abhorrent they issued a scathing opinion against him.

Due to the lack of prosecution by the Florida Bar or criminal authorities, he is unafraid of retribution and has now perfected his fraud on and in the court to terrorize and extort elderly adults. Lustig deliberately perjured a guardian report and fabricated pleadings in my case denying the life threatening condition of my mother thereby repeatedly placing my mother in grave danger all while Judge Genden aided and abetted and refused to take judicial action, instead retaliating against me and destroying my life to shut down my efforts to expose what is now fast becoming public knowledge.

Thus my mother, a once vital, healthy self-sufficient woman in need of only a short term financial guardianship was corralled into this vicious medically induced guardianship and now languishes in a disgusting nursing home, diapered, drugged, isolated, her stomach cut open to shove a feeding tube (a criminal battery) into her without need and she has almost died repeatedly. My mother has not eaten food or water in almost 2 years. These are hate crimes, crimes of ISIS terrorists posing as attorneys and judges and guardians. To remove and isolate an elderly woman from her daughter in the remaining years of her life is an act of malice and cruelty by someone devoid of morals. It is certainly not the act of a judge.

Jacqueline Hertz, now recently deceased was a master of this depraved human trafficking racket orchestrated in conjunction with Florida Bar members acting as Judges and Lawyers who are all involved in the feeding frenzy to rob family estates statewide.

When I reported and exposed alleged criminal acts to the Florida State Bar, the Judicial Conduct Commission and state and federal authorities, Genden in an monumental abuse of power, removed not only my access to the Court, but revamped the filing system to secret away the court documents from the public in violation of the Constitution to attempt to cover up the crimes of the probate Court and the Court appointed Guardians and Attorneys at Law.

My whistleblower complaint filed with the Supreme Court exposes this charade of justice and the incompetent system of having lawyers oversee the discipline of other lawyers and judges instead of having them independently investigated and criminally prosecuted. This self-regulating system is inherently conflicted and unconscionable and must be reformed by the use of independent investigatory agencies.

The cover up and whitewashing of violations of canons, ethics and crimes has exploded because there is no accountability and discipline. Christine Anderson, Esq. another whistleblower attorney in New York who was an insider in the disciplinary system attempted to expose the widespread corruption of the failed and criminal disciplinary system and she like myself was grossly retaliated against. Joanne Denison, Ken Ditkowsky and Lanre Amu exposed the corruption in Illinois and were suspended or disbarred. Other attorney whistleblowers across the country including Teddy Moore and Cole Stuart have been retaliatory disbarred or suspended for exposing the crimes of other lawyers and judges, their only crimes.

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1. Stripping an elderly adult of their Constitutional and civil rights, denying their due process, forcing them into medically induced guardianship, terrorizing and abusing them and extorting their assets and property while family members futilely try to free them, off their rights and stealing and extorting their family assets?
2. Protecting and covering up alleged crimes by so called "attorneys" and "judges" who operate a racketeering enterprise rife with corruption and fraud?. My mother confided to me on a recorded line that she was in fear of her life –that strange "aides" and other unknown persons from barely legitimate "care agencies" hired by Hertz and Lapidés were coming into her home every day, stealing her food, her money and drugging her until she was incoherent. These substandard agencies were used by these predators, Hertz and Lapidés to deprive my mother of quality care so her assets could be diverted to Hertz, Lapidés and Lustig.
3. Retaliating against many witnesses who saw and reported my mother's drugging, abuse, the deprivation of food and other heinous crimes? Michael Genden denied my mother the right to counsel to keep the racket under wraps and further denied me the right to independent counsel and to file Pro Se virtually stripping my rights to due process in his racketeering enterprise. Another Attorney at Law, Debra Rochlin exposed in an affidavit that Michael Genden threatened her to force her to cease representing my mother and myself or he would file a bar complaint against her. She was so fearful that she withdrew as counsel in fear of her livelihood, leaving her exposed to vicious retaliation and leaving my mother defenseless. Despite her withdrawal, Genden then viciously filed a Florida Bar Complaint against her in efforts to destroy her life as he has done mine and my mothers' and any party exposing his malice.
4. Enabling and covering up for a judge who is engaged in terrorist crimes against a vulnerable elderly woman and her daughter in a court that has descended into a terrorist enterprise?
5. Abetting a judge who isolates an elderly woman from her daughter and keeps her caged in a lock down unit where she is denied all visitors so she can be abused and extorted in secrecy? Please refer to the fraudulent invoices of these predators set forth in link on the enclosures.
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and shield Michael Genden issuing brazenly irrational and retaliatory rulings that have no semblance of legitimacy. This is obvious in the “ruling” by Judge Kathleen Williams (apparently a “hand-picked” judge as she is familiarly referred to as “Kathy” by Genden and Lustig) wherein she stated in an order issued June 2, 2014 that even if Ms. Stone raised sufficient concerns about the danger to her mother, **she did not know how removing the guardians would alleviate that concern.**

There is not even a semblance of due process in any of my matters where emergency petitions are ignored, and judges are hand selected. The lack of due process is so open that an order was issued by one judge “hand-selecting” another conspiratorial judge to “preside” over the retaliatory “disbarment” of me, a retired attorney in direct violation of the rules that mandate blind assignment.

It should be obvious that in none of my lawsuits, appeals or other legal actions, THERE HAS NEVER BEEN AN EVIDENCIARY HEARING NOR HAS MICHAEL GENDEN EVER RESPONDED TO ANY OF THE ALLEGATIONS. Instead, there is a rush to deny my due process, obstruct my justice, and aid and abet Michael Genden to enable him to avoid accountability for his alleged criminal acts and violation of judicial canons and ethics.

What is apparent is that the Courts, the Prosecutors, the Judges, the Attorneys at Law involved are all working together to protect and cover up alleged crimes by so called “attorneys” and “judges” that operate a racketeering enterprise rife with corruption and fraud. Judges who commit crimes should be investigated and removed from the bench, not protected by the judicial community and the courts who fail to provide accountability and are tainting the legal process.

Judicial misconduct is running unchecked in all courts across the State of Florida, particularly in the very courts where families require the most protection—probate/guardian, family court, bankruptcy and foreclosure. Families are being destroyed by the very courts who should serve justice. Judges as in the case of my retaliatory disbarment are hand selected to silence reports of crime and misconduct. Lawyers and judges have fiduciary duties to insure the integrity of the judiciary and the legal system. A task force is urgently needed to address this tsunami of corruption/human trafficking.

Judges who commit crimes should be investigated and removed from the bench, not protected by the judicial community. The Federal and appellate courts who fail to provide accountability are subverting and perverting the legal process.

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244 Fifth Avenue - B 296

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articles about predatory guardians, judges and attorneys and their criminal activities

Cc: Miami Herald, Wall Street Journal, Miami New Times, New York Times, NY Post, Washington Post and other Media, legislators and other interested parties

On Fri, Aug 7, 2015 at 9:23 AM, barbara stone <bstone575@gmail.com> wrote:

Please see attached in response to further retaliation.

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articles about predatory guardians, judges and attorneys and their criminal activities

Cc: Miami Herald, Wall Street Journal, Miami New Times, New York Times, NY Post, Washington Post and other Media, legislators and other interested parties

Barbara Stone

[305 684 2547](tel:3056842547)

bstone575@gmail.com

On Thu, Aug 6, 2015 at 2:37 PM, barbara stone <bstone575@gmail.com> wrote:

Attached is an emergency notice of extortion, life endangering crimes and other misuse of office by a "judge" under color of law.

The life of an elderly adult is in grave danger. This seeks his urgent removal and response

Barbara Stone

[305 684 2547](tel:3056842547)

bstone575@gmail.com

★ Like

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Related

Judicial Corruption - No known limits
From: Eliot Bernstein <iviewit4@gmail.com>
Date: Fri, Feb 22, 2013 at 1:43 AM Subject: IVIEWIT BREAKING NEWS!!! "Judges Were Illegally Wiretapped, Says Insider " & "Governor Andrew Cuomo Asked to Shut Down
With 2 comments

Law Firm Admits Violated Law - Regarding - Murder of Chairman of Iviewit Simon Bernstein?
Begin forwarded message: From: "Eliot Ivan Bernstein" <iviewit7@gmail.com> To: "Undisclosed List" <iviewit@gmail.com> Subject: Murder of Chairman of Iviewit Simon Bernstein? Attorneys Robert Spallina & Donald In "Constituion"



PUBLIC NOTICE: CRIMINAL CHARGES/COMMERICAL LIENS - Corrupt Judges



About amlerosner

As an American I advocate a republic form of government, self-reliance, and adherence to the basic philosophy of the founding fathers and the founding documents, I ONLY respect those who respect and "HONOR" their honor. No exceptions!

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Scanned Retina – A Resource for the People!

The Twenty Ten Theme. [Blog at WordPress.com.](#)

Florida Probate Fraud, Forgery and Corruption; Simon Bernstein Estate Case

Florida Estate and Probate Case, Forgery, and Alleged Murder, blog written upon information, knowledge and belief of Crystal L. Cox, Investigative Blogger.

Florida Probate Court	Florida Estate Case	Alan Rose	7020 Lions Head Lane Boca Raton
Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court		
Shirley Bernstein Estate Docket	Simon Bernstein Estate Docket	7020 Lions Head Lane Boca Raton	Shirley Bernstein
Simon Bernstein	Tescher, Spallina, Ted Bernstein, Proskauer Rose MAJOR Technology Theft Case		Judge David E. French
Robert Spallina	Mark Manceri	Donald Tescher	Tescher and Spallina Law Firm Mark Manceri
Petition to Freeze Estate Assets	Estate Fraud Docket	Insurance Proceed Scheme	Donald Tescher
Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca	Ted Bernstein Fraud

Tuesday, December 8, 2015

Florida Judge, Judge L. Phillips RULES to not disqualify himself? WOW, is that Lawful? Ethical? What is Judge Phillips up to, I mean its been many years right and Ted Bernstein and his Cronies have run off with the money, forged documents and yet all are NOT in Jail and NOTHING happens in the Case.

Yet Judge JOHN L PHILLIPS wants to continue being the Judge in all these cases? Why? He is not doing anything to move them forward and sure seems to be aiding and abetting criminals. Umm and the OBVIOUS is, it is NOT legal for Judge Philips to rule on his disqualification. A higher Judge has to do that, been there many times. So what is the not so honorable Judge John Philips up to? Hmmm..

Here is Eliot Bernstein's motion to Disqualify Florida Circuit Judge, Click Below to Read <https://drive.google.com/file/d/0Bzn2NurXrSkiTVMyMmlwSFpzS1U/view?usp=sharing>

Here is Florida Judge, Judge John Philips ruling on his own disqualification. Gee YEP he ruled to keep himself as judge of a case that has been deliberately, maliciously, unethically, unconstitutionally and illegally stalled for years. All the while the Bad Guys sell off assets and move on with their life, and the Bad Guy attorneys continue to violate the constitutional rights of other clients in Florida. All while Bad Judges, such as Judge Colin and Judge Philips look the other way to aid and abet them.

Click below for this short QUICK, corrupt, SMACKDOWN Denial <https://drive.google.com/file/d/0Bzn2NurXrSkiT191S2cybUJuVmM/view?usp=sharing>



the Ted Bernstein Report by Investigative Blogger Crystal L.

written upon information, knowledge and belief of Crystal L. Cox, Investigative Blogger

Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court	Shirley Bernstein Estate Docket	Simon Bernstein Estate D
Shirley Bernstein	Simon Bernstein	Tescher, Spallina, Ted Bernstein, Proskauer Rose MAJOR Technology Theft Case	Judge David E. French Robert S
Mark Manceri	Donald Tescher	Tescher and Spallina Law Firm Mark Manceri	Petition to Freeze Estate Assets Estate Fraud Docket Insurance
Donald Tescher	Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca Ted Bernstein Fraud

Saturday, January 11, 2014

Investigative Blogger Crystal Cox THINKS it is time to File a Lien against ALL the Judges involved in the massive fraud on the courts, property theft, forgery, and constitutional rights violating case of the Shirley Bernstein Estate and Simon Bernstein Estate going on now in the Florida Probate Courts and involving Judge Martin Colin, Judge David French, Judge Charles E. Burton, Judge David Crow and possible the Sheriff of Palm County Florida.

Let's take a look at your rights to PUT a lien on a Judge or Sheriff.

Information on filing a lien against a bond of a Judge.

I believe state officers are required by statute or by the head of any state department to secure and give a fidelity bond, a bond that ensures their actions.

It is my understanding that if you feel a Judge is corrupt or is not upholding the law or your constitutional rights, you Can You File A Lien Against His Bond On File In Order To Force Him To Do His JOB.

If a judge wants to play "god" in the courtroom, and totally ignore the rules of law and your constitutional rights. I believe you can file a lien upon his bond in order to force him into complying with the law. As it sure seems the Judge and Sheriff are neglecting their duties and neglecting their court.

If a Judge is "railroading" you, clearly acting outside of the laws of the United States and the State of Florida, then it is my understanding that you certainly can file a lien against this judge for his total ignoring of law and violating your rights of due process and constitutional rights.

It is my understand that a judge and a Sheriff cannot work in their job if they cant get bonded.

So why NOT file your Proof of Corruption AND the UnEthical, UnConstitutional, and UnLawful actions of the Judges in this case as a LIEN against their BOND?

Tips, Information and Laws on How to File a Lien against a Judges Surety Bond in Florida

It is my understanding that when you file a lien against a public servant the lien holder/ins company does an investigation, thus they must see proof as to the validity of the lien. In the Simon Bernstein and Shirley Bernstein Estate we see clear evidence of fraud, forgery and attorneys seem to be conspiring with Judges, or so it looks that way from what I have read.

We see clearly that these attorneys and Ted Bernstein conspired with or are connected to Kimberley Moran of Tescher and Spallina law firm to have it look as if Simon Bernstein signed documents, and had them notarized at Tescher & Spallina Law Firm with Kimberley Moran AFTER HE DIED.

This evidence is clear, it is on court dockets, in hearing transcripts, on Governor complaints and rulings, on sheriff reports and yet Judge Martin Colin and other Judges in this case seem to be protecting estate and probate law firm Tescher & Spallina and Boca Raton Insurance Company Life Insurance Concepts, Ted Bernstein.

Ted Bernstein



Life Insurance Concep

Ted Bernstein, Tescher a

- Florida Estate Forg DOCKET

Donald Tescher on Left

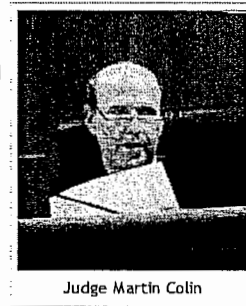


Ted Bernstein, Tescher a

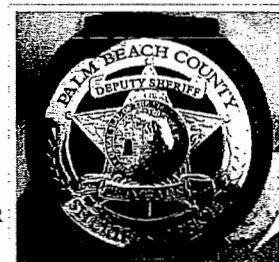
- Florida Estate Forg DOCKET

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- Hello Palm Beach



Judge Martin Colin



Palm County Florida Sheriff





Ted Bernstein

This is all connected to the multi-Billion dollar legal action of the iViewit technology case and I myself believe that these judges are favoring what looks to be corrupt lawyers and they may possibly be getting a kick back as there is plenty of money to be had in this case, as we have previously seen from the iViewit case naming all of this same parties and worth 100's of BILLIONS. I believe the Judges involved in the Simon Bernstein and Shirley Bernstein Estate forgery and fraud case have violated title 42 USC code. I also believe they have ALL violated 28 U.S.C. § 455, the Due Process Clause of the Fourteenth Amendment to the Constitution, The Code of Conduct for United States Judges, and have violated human and civil rights of the victims of this case.

A GUIDE TO CIVIL RIGHTS LIABILITY UNDER 42 U.S.C. § 1983: AN OVERVIEW OF SUPREME COURT AND ELEVENTH CIRCUIT PRECEDENT

http://www.constitution.org/brief/forsythe_42-1983.htm

Section 1983 Litigation to help you understand the laws regarding this issue. http://www.fjc.gov/public/pdf.nsf/lookup/Sect1983.pdf/\$file/Sect1983.pdf

If Judge Martin Colin appointed Ted Bernstein executor of the Simon Bernstein state after he knew of clear forgery and fraud on the courts and crimes against the true heirs of the Simon Bernstein, and Shirley Bernstein Estate, is Judge Martin Colin liable for the financial damage and hardship that his rulings outside of law and the constitutional rights of those in his court?

Did Judge Martin Colin require a probate bond in this case where millions are at stake and there is massive fraud, estate assets sold off and stolen?

Do laws in the State of Florida require the executor of an estate to provide a probate bond to the courts? Probate bonds will guarantee that executors of the estate will not alter or damage the estate. Did Judge Martin Collin require a probate bonds in this case?

Did Tescher & Spallina provide a probate bond? This is a rather large estate and assets over a million dollars each have already been SOLD off, by what looks like the fraudulent activity of Ted Bernstein conspiring with Donald Tescher and Rober Spallina of Tescher & Spallina.

Are there any laws or ways to uphold the estate and probate law in Florida when someone dies and their own attorneys and estranged offspring loot their estate?

Also in this there was a condo already sold for over a million that may have undersold for a million, this involved a buyer named Wesley Voorheis, who I believe made a deal of some kind to get the property for at least a million less then it was worth, by way of some shady dealings with Life Insurance Concepts and Ted Bernstein, just how I see it.

Note: I am a REAL ESTATE Forensics EXPERT, I do not claim to know fully Florida Law. However, this property SOLD via Old Republic National Title Insurance Company, and had Title Insurance insuring that it was SOLD by the property own and there sure seems to be some fraudulent actions here in my opinion, here is my report and opinion on the Shirley Bernstein Condo Sale.

https://docs.google.com/document/d/1hjawnPI4EXpNOL8oZ33Pmpirng3073da5_i0iVIQtw/edit

It appears to me that Gregory Gefen of Signature ALL REGENCY TITLE COMPANY, Signature Title Group Knowingly allowed Ted Bernstein to steal a 1.6 million dollar property, just how I see it.

So Is Wesley Voorheis a Proxy for Ted Bernstein? http://tedbernsteinreport.blogspot.com/2013/08/do-we-have-banking-and-mortgage-fraud.html

Did Wesley Voorheis of move this asset out of the country for Tescher and Spallina, Ted Bernstein or ?

G. Wesley Veorheis seems to be the same Wesley Veorheis Chairman of Hudbay Minerals Inc., Director at Granite Real Estate Inc., Managing Director of VC & Co. Incorporated and a Partner of Voorheis & Co. LLP, which act as strategic advisors to institutional and other shareholders. Prior to the establishment of Voorheis & Co. LLP in 1995, Wesley Voorheis was a partner in a major Toronto law firm. Wesley Public Company Directorships (Past 5 years): MI Developments Inc. (June 2011 to present), Coventree Inc. (2008 to 2012), easyhome Ltd. (2010 to 2011), Hollinger Inc. (2006 to 2008), Sun Times Media Group, Inc. (2007 to 2008).

http://www.forbes.com/profile/g-voorheis/

http://www.concernedeconomical.com/about_VC_Co.html

How is G. Wesley Voorheis connected to Tescher and Spallina, Ted Bernstein, Greg Geffen or any other players of the Shirley Bernstein, Simon Bernstein fraud and forgery estate and probate case out of Palm County Florida?



Judge David French



Ted Bernstein, Bernstein Family Foundation

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I fully believe, in my opinion that the above sale involved mortgage fraud, title insurance fraud and banking fraud at least. It also seems that the Bank of Montreal is somehow connected to all this, in what sure seems to me to be white collar crime.

How in the world did what seems to be a Canadian Resident, Wesley Voorheis, get a single Family Fannie Mae loan on a condo of this value in FLORIDA? Is this a primary resident? Is this Fannie Mae FRAUD? Surely Fannie Mae, Wesley Voorheis, BMO Harris Bank N.A., and Steve Paraggua know about the fraud and forgery in connection with all of this.

Here is the Mortgage Document I am commenting on;
<https://docs.google.com/file/d/0Bzn2NurXrSkiQjlmSmRoXJBdHc/edit>

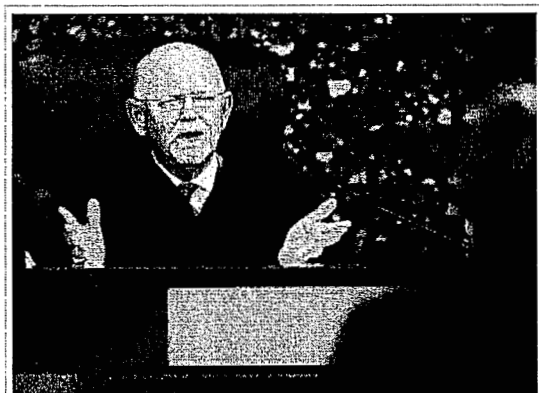
I personally believe that Ted Bernstein of Life Insurance Concepts did some deal to hide this asset from the rightful heirs, either with Wesley Voorhei knowing or not knowingly conspiring, just my opinion.

A bit more on this Condo Sale

<http://tedbernsteinreport.blogspot.com/2013/08/ted-bernstein-life-insurance-concepts.html>

Note: Look at this Insurance company also questioning issues of these Estates, yet the Judges involved are "playing dumb". There is so many layers to all this, meanwhile the victims of all this, in this moment are children and are the heirs of the estate, in which Tescher and Spallina seem to have VIOLATED the wishes of their now deceased clients.

the Heritage Union Life Insurance case
<https://docs.google.com/file/d/0Bzn2NurXrSkiWnBNVUtJUEFJRms/edit>



Judge David Crow, Judge in Kimberly Moran Case

So can the True and Correct lawful heirs of the Simon Bernstein, and Shirley Bernstein Estate file a lien against the Judges and Sheriff involved, as there are some pretty hefty price tags on these assets adn I believe these judges now have some liability.

Folks, pay attention to this case as many of your parents, grandparents move to Florida, many of you in Florida over a lifetime; you work your whole life, pay your attorneys to carry out your wishes and the commit forgery having documents signed by you AFTER YOU DIE, and Florida Judges such as Judge Charles E. Burton, Judge David Crow and estate and probate Judges such as Judge Martin Colin and Judge David French, as well as the Sheriff of Palm County Florida should be liable for any action that violated the constitutional rights of the victims of this case or did not uphold the oath of their office.

It looks to me, in my Opinion, as if these Judges and the Sheriff violated 28 U.S.C. § 455, the Due Process Clause of the Fourteenth Amendment to the Constitution, The Code of Conduct for United States Judges, and 28 U.S.C. 455.

And I think that Victims of these Judges should file a Lien against their Bond.

No comments:

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the Ted Bernstein Report by Investigative Blogger Crystal L.

written upon information, knowledge and belief of Crystal L. Cox, Investigative Blogger



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Mark Manceri	Donald Tescher	Tescher and Spallina Law Firm Mark Manceri	Petition to Freeze Estate Assets Estate Fraud Docket Insurance
Donald Tescher	Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca Ted Bernstein Fraud

Friday, February 21, 2014

Judge Martin Colin has a history of protecting the bad guys protecting attorneys that he favors and having conflicts of interest. Judge Martin Colin should have walked away from the Simon Bernstein Estate Case and the Shirley Bernstein Estate Case long Ago.

"The self-proclaimed adopted son of the late mob boss John Gotti, Kasman didn't like the way the Gambino crime family treated him after the Dapper Don died in prison in 2002. So the 51-year-old Boca Raton man strapped on an FBI wire and spilled information that in February helped the feds build criminal cases against 62 reputed New York mobsters.

Now Kasman has his sights set on a much less notorious target: Palm Beach County Family Court Judge Martin Colin.

Using court decisions that grew out of a long-running legal battle among Colin and his wife and her ex-husband, Kasman is on a tear to have the judge thrown out of office and get longtime Democratic power broker and attorney Henry Handler disbarred...

When the Judicial Qualifications Commission, which disciplines judges, meets in mid-July, it will consider claims from Kasman and at least two other men that the judge dished out favors to attorneys who represented his wife in her divorce. Similar allegations have been raised in a strange and tortuous legal battle that went all the way to the Florida Supreme Court. The Florida Department of Law Enforcement has investigated as well.

Colin and attorneys embroiled in the quagmire dismiss allegations that a conspiracy was afoot to tip the scales of justice against Kasman or anyone else."

Source and Full Article
<http://jaablog.jaablaw.com/2008/07/01/things-getting-rougher-for-judge-colin.aspx>

"During the protracted divorce that chewed through at least five judges, Lewis Kasman accused one of them - Palm Beach County Circuit Judge Martin Colin - of failing to reveal his ties to the firm. Weiss Handler briefly represented Colin's wife in her divorce from a previous husband. While Colin had been ordered by the Fourth District Court of Appeal to tell litigants who came before him about his wife's connection to the firm, he didn't tell Lewis Kasman."

Source and Full Document
<http://joebrunoonthemob.wordpress.com/tag/palm-beach-county-circuit-judge-martin-colin/>

Why is Judge Martin Colin of Boca Raton Florida still presiding over the Simon Bernstein Estate Case and the Shirley Bernstein Estate Case?

Judge Martin Colin knows of fraud, forgery, possible murder and claimed he "should" read the attorneys involved their Miranda Rights but still no one has a criminal investigation and on top of that Judge Martin Colin is letting these attorneys still have a say in these estates knowing full well that have committed crimes.

Judge Martin Colin knows that officers of his court, attorneys, and law firms have committed crimes yet he lets them have a say in who gets to be the personal representative in these estates. And seems to be planning to use some "Hat Trick Method", a law it seems he made up, in order to pick this powerful position over these estate matters.

Judge Martin Colin knows full well that these guys have acted illegally, so why would he still give them power in this case.

Judge Martin Colin knows that John J. Pankauski has massive conflicts of interest yet lets this lawyer have a say in these matters, knowing full well that John J. Pankauski is violating attorney client privilege, has misled Eliot Bernstein to get personal information, strategy in the case, and proprietary information in this case to then use against Eliot Bernstein acting as counsel

Ted Bernstein



Life Insurance Concep

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- Florida Estate Forg DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher a

- Florida Estate Forg DOCKET

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6/4/2014 the Ted Bernstein Report by Investigative Blogger Crystal L. Cox Judge Martin Colin has a history of protecting the bad guys protecting attorneys that he fa... to the opposition.

Judge Martin Colin knows that John J. Pankauski SHOULD not even be allowed in the court room on this, so why is Judge Martin Colin letting all this still go on?

Why is Judge Martin Colin letting a clearly conflicted John J. Pankauski of Pankauski Law Firm get to pick a possible PR in this matter? Is this Legal? I say it is not LEGAL, as far as I see it and certainly there is no law that conflicts checks, due diligence and judicial duty in estate cases is about putting NAMES IN A HAT. This is ludicrous at best.

All of these crimes CLEARLY happened in Judge Martin Colin's court, yet he does not report the crimes, seems to do nothing to bring justice to these rogue and lawless lawyers and now Judge Martin Colin is a material witness to all this, and still does nothing and refuses to remove himself from these proceedings, WHY?

Who PROTECTS Judge Martin Colin to act completely outside of the Law?

The above articles seems to be saying that Judge Martin Colin is connected to the mob, abuses his judicial power to favor attorneys he likes, and blatantly ignores conflicts of interest.

Its the Law that Judge Martin Colin must reclude himself if he has a conflict, yet Judge Martin Colin refuses to remove himself and also rules on this matter himself, which is not lawful I have seen this in many courts, and the superior Judge rules on this motion, NOT the Judge who the litigant is asking to be removed. This is not LAWFUL.

HERE is a Bit on Judicial Laws and Judicial Disqualification

"According to, Judicial Disqualification: An Analysis of Federal Law, Second Edition, Charles Gardner Geyh, Associate Dean of Research, John F. Kimberling Professor of Law, Indiana University Maurer School of Law, a Federal Judicial Center Publication;

"For centuries, impartiality has been a defining feature of the Anglo-American judge's role in the administration of justice.

The reason is clear: in a constitutional order grounded in the rule of law, it is imperative that judges make decisions according to law, unclouded by personal bias or conflicts of interest.

Accordingly, upon ascending the bench, every federal judge takes an oath to "faithfully and impartially discharge and perform all the duties" of judicial office; and the Due Process Clause of the Fourteenth Amendment to the United States Constitution has been construed to guarantee litigants the right to a "neutral and detached," or impartial, judge.

Moreover, in a democratic republic in which the legitimacy of government depends on the consent and approval of the governed, public confidence in the administration of justice is indispensable.

It is not enough that judges be impartial; the public must perceive them to be so.

The Code of Conduct for United States Judges therefore admonishes judges to "act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary" and to "avoid impropriety and the appearance of impropriety in all activities"

"When the impartiality of a judge is in doubt, the appropriate remedy is to disqualify that judge from hearing further proceedings in the matter.

In *Caperton v. A. T. Massey Coal Co.*, a case concerning disqualification of a state supreme court justice, the U.S. Supreme Court reaffirmed that litigants have a due process right to an impartial judge, and that under circumstances in which judicial bias was probable, due process required disqualification. The Court noted, however, that disqualification rules may be and often are more rigorous than the Due Process Clause requires.

So it is with disqualification requirements for federal judges, which require disqualification when a judge's impartiality "might reasonably be questioned."

Disqualification Under 28 U.S.C. § 455

A. Overview

1. The text of § 455 The primary source of disqualification law in the federal judicial system is 28 U.S.C. § 455. It provides, in its entirety, as follows:

§ 455. Disqualification of justice, judge or magistrate judge

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► January (22)

► 2013 (31)

(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

(b) He shall also disqualify himself in the following circumstances:

(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(2) Where in private practice he served as lawyer in the matter in controversy, or a lawyer with whom he previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it;

(3) Where he has served in governmental employment and in such capacity participated as counsel, adviser or material witness concerning the proceeding or expressed an opinion concerning the merits of the particular case in controversy;

(4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding;

(5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(i) Is a party to the proceeding, or an officer, director, or trustee of a party;

(ii) Is acting as a lawyer in the proceeding;

(iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding;

(iv) Is to the judge's knowledge likely to be a material witness in the proceeding.

(c) A judge should inform himself about his personal and fiduciary financial interests, and make a reasonable effort to inform himself about the personal financial interests of his spouse and minor children residing in his household. 10 Judicial Disqualification: An Analysis of Federal Law

(d) For the purposes of this section the following words or phrases shall have the meaning indicated:

(1) "proceeding" includes pretrial, trial, appellate review, or other stages of litigation;

(2) the degree of relationship is calculated according to the civil law system;

(3) "fiduciary" includes such relationships as executor, administrator, trustee, and guardian;

(4) "financial interest" means ownership of a legal or equitable interest, however small, or a relationship as director, adviser, or other active participant in the affairs of a party, except that:

(i) Ownership in a mutual or common investment fund that holds securities is not a "financial interest" in such securities unless the judge participates in the management of the fund;

(ii) An office in an educational, religious, charitable, fraternal, or civic organization is not a "financial interest" in securities held by the organization;

(iii) The proprietary interest of a policyholder in a mutual insurance company, of a depositor in a mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest;

(iv) Ownership of government securities is a "financial interest" in the issuer only if the outcome of the proceeding could substantially affect the value of the

securities.

(e) No justice, judge, or magistrate judge shall accept from the parties to the proceeding a waiver of any ground for disqualification enumerated in subsection (b). Where the ground for disqualification arises only under subsection (a), waiver may be accepted provided it is preceded by a full disclosure on the record of the basis for disqualification.

(f) Notwithstanding the preceding provisions of this section, if any justice, judge, magistrate judge, or bankruptcy judge to whom a matter has been assigned would be disqualified, after substantial judicial time has been devoted to the matter, because of the appearance or discovery, after the matter was assigned to him or her, that he or she individually or as a fiduciary, or his or her spouse or minor child residing in his or her household, has a financial interest in a party (other than an interest that could be substantially affected by the outcome), disqualification is not required if the justice, judge, magistrate judge, bankruptcy judge, spouse or minor child, as the case may be, divests himself or herself of the interest that provides the grounds for the disqualification.

Sections (a) and (b) occupy the core of § 455 and should be read together. The two sections divide the universe of disqualification into two halves: the general, catch-all category of § 455(a), which requires disqualification from any proceeding in which a judge's "impartiality might reasonably be questioned"; and a list of more specific grounds for disqualification in § (b).

The remainder of § 455 is directed at implementing §§ (a) and (b):

- Section (c) admonishes judges to keep abreast of their financial interests to ensure that they know when to disqualify themselves under § 455(b)(4).

- Section (d) defines terms employed in §§ (a) and (b).

- Section (e) provides parties with a limited opportunity to waive disqualification otherwise required by the catch-all § (a)—typically where the judge is poised to disqualify himself or herself *sua sponte*—but does not permit the parties to waive disqualification required by the more specific provisions of § (b).

- Section (f) provides a limited opportunity for judges to avoid the need to disqualify themselves for financial interest under § (b)(4) through divestiture.

2. Interpretive ground rules

a. Interpreting § 455(a) in relation to § 455(b)

As embodied in § 455, §§ (a) and (b) are conceptually separate.

Section (a) compels disqualification for the appearance of partiality, while § (b) "also" compels disqualification for bias, financial interest, and other specific grounds. In contrast, the Model Code of Judicial Conduct—after which § 455 was originally modeled—and the current Code of Conduct for United States Judges unify the two halves conceptually by characterizing the specific grounds for disqualification as a nonexclusive subset of circumstances in which a judge's impartiality might reasonably be questioned.

For the most part, this may be a distinction without a difference—disqualification is required if the specific or general provisions are triggered, regardless of whether the specific provisions are characterized as a subset of or separate from the general.

On the other hand, by conceptualizing them separately, § 455 can require disqualification under specific circumstances enumerated in § (b) that might not reasonably be characterized as calling a judge's impartiality into question under § (a). For example, § (b)(4) requires judges to disqualify themselves for financial interest "however small," which necessarily includes an interest so small that it could not reasonably call the judge's impartiality into question.

Any circumstance in which a judge's impartiality might reasonably be questioned under § (a) requires disqualification, even if the circumstance is not enumerated in § 455(b).

At the same time, when § 455(b) identifies a particular situation requiring disqualification, it will tend to control any § 455

(a) analysis with respect to that specific situation. For example, §455(b)(5) requires disqualification when one of the parties is within the third degree of relationship to the judge. Consequently, a fourth-degree relationship to a party does not by itself create an appearance of partiality requiring disqualification under § 455(a)—although disqualification under § 455(a) might still be appropriate if, for example, the judge's personal relationship with the fourth-degree relative was so close as to call the judge's impartiality into question. As the Supreme Court explained, "[s]ection 455(b)(5), which addresses the matter of relationship specifically, ends the disability at the thirddegree of relationship, and that should obviously govern for purposes of § 455(a) as well."

The 1974 amendments to § 455, however, shifted the balance by requiring disqualification whenever a judge's impartiality "might" reasonably be questioned, and the legislative history made clear that in revising the statute, Congress sought to end the "duty to sit".

“When Congress amended § 455(a), it made clear that judges should apply an objective standard in determining whether to disqualify. A judge contemplating disqualification under § 455(a), then, should not ask whether he or she believes he or she is capable of impartially presiding over the case.

Rather, the question is whether a judge’s impartiality might be questioned from the perspective of a reasonable person, and every circuit has adopted some version of the “reasonable person” standard to answer this question.

In the context of denying a motion for his disqualification from *Cheney v. United States District Court for the District of Columbia*, Justice Scalia noted that this reasonable person is aware “of all the surrounding facts and circumstances.” The Second Circuit has characterized the reasonable person as an “objective, disinterested observer” who is privy to full knowledge of the surrounding circumstances.”

...
“The question has sometimes arisen as to whether the standard for disqualification differs in a bench trial where the judge’s role is even more pivotal than in a jury trial. In *Alexander v. Primerica Holdings, Inc.*, the court of appeals said: “We cannot overlook the fact that this is a non-jury case, and that [the judge] will be deciding each and every substantive issue at trial When the judge is the actual trier of fact, the need to preserve the appearance of impartiality is especially pronounced”

Pursuant to 28 U.S.C. 455, and upon examination of the record, I, Personally believe that Judge Martin Colin is NOT impartial and is violating the constitutional and lawful rights of the victims in this case.”

<http://www.law.cornell.edu/uscode/text/28/455>

Judge Martin Colin SHOULD NOT, as a matter of law and the duties of his Judicial Office, be RULING on a Motion to NOT exclude HIMSELF. This is unethical, unconstitutional and sure seems to me to be illegal.

Posted by Crystal L. Cox at 8:45 AM

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the Ted Bernstein Report by Investigative Blogger Crystal L.

written upon information, knowledge and belief of Crystal L. Cox, Investigative Blogger

Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court	Shirley Bernstein Estate Docket	Simon Bernstein Estate D
Shirley Bernstein	Simon Bernstein	Tescher, Spallina, Ted Bernstein, Proskauer Rose MAJOR Technology Theft Case	Judge David E. French
Mark Manceri	Donald Tescher	Tescher and Spallina Law Firm	Mark Manceri
Donald Tescher	Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca
			Ted Bernstein Fraud
			Petition to Freeze Estate Assets
			Estate Fraud Docket
			Insurance

Wednesday, May 14, 2014

John Pankauski ~ John J. Pankauski - Pankauski Law Firm PLLC

WOW are you KIDDING. Undo Influence Expert? Really?

Invalid or Void.. ? Hmm.. Why is Johnny Boy Protecting Ted Bernstein to commit Estate Fraud? or is He.. Hmmm.. Undo Influence is SERIOUSLY Abundant in the Simon and Shirley Bernstein Estate's..

Read this WHOLE Blog and WOW, then will you hire this GUY?

Undue Influence | Pankauski Law Firm | Undue I...



0:00 / 1:17

Posted by Crystal L. Cox at 11:11 PM

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Publish Preview



Ted Bernstein



Life Insurance Concep

Ted Bernstein, Tescher at

- Florida Estate Forge DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher at

- Florida Estate Forge DOCKET

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- Why can't Ted Br that his paren
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Ted Bernstein Insurance Scam

Written Upon Knowledge and Belief of Crystal L. Cox

Monday, March 30, 2015

7020 Lions Head Lane Boca Raton. Real Estate Buyers have a Legal Right to have FULL DISCLOSURE. Buyer Be AWARE.

Why Does Alan Rose Want to HIDE the TRUTH from the Buyers of this Property?

Why Does Judge Martin Colin Think it is ok to HIDE the Truth From Real Estate Consumers?

It is NOT ok for a Real Estate Broker, a Seller or a JUDGE to HIDE Known Facts about a Real Estate Transaction from a Real Estate Consumer. PERIOD.

Assets seem to have been stolen long ago. The property has been left to be run down. The courts simply do nothing to protect this asset and now a buyer is to get in the middle of it mess? I have been a real estate broker, owner of my own company for 15 year and a Real Estate Advocate for Real Estate Buyers. I would not go anywhere near this property until the estate is REALLY Legally Settled. Check out the transcript below as attorney Alan Rose whines and cries to PREVENT disclosure to the Real Estate Consumer.

Judge Martin Colin has no LEGAL Reason, as a matter of LAW to withhold to a real estate buyer that the property is in litigation, this is a violation of the BUYERS Rights, and again the LAW PERIOD.

John Poletto, a real estate broker in Florida seems to have no issue with hiding know facts from buyers. The law is that latent defects, lawsuits, and anything that can harm a buye MUST be disclosed so why is the Florida Courts allowing this cover up that will cause BUYERS massive headache, stress and legal liability.

<https://drive.google.com/file/d/0Bzn2NurXrSkivUFCVZKb1YtWnM/view?usp=sharing>

I am a Broker, a Real Estate Advocate, a Real Estate Whistleblower and I have owned my own real estate company for over 15 years. Check out the Transcript below as you see a JUDGE, and several attorneys seem to conspire to aid and abet a real estate sale and NOT disclose to BUYERS that they may spend years in litigation down the road after they have fixed up a place that Ted Bernstein let run down as a BAD PR for the property.

It is NOT ok for a JUDGE to want to hide this litigation from BUYERS. It is not lawful nor morally ethically for Judge Martin Colin to NOT want BUYERS to know when this affects their VERY life, the life of their children and their quality of life in EVERY WAY.

SHAME SHAME on this JUDGE.

Really, Look Below, this document clearly shows this JUDGE ranting about YOU, the Real Estate Consumer NOT having a right to know what the Real Estate Seller and the Real Estate Broker KNOW and by law have to disclose. WOW.

THURSDAY, MARCH 26, 2015

Thursday, March 26, 2015
South County Courthouse
Courtroom 8
Delray Beach, Florida 33444
1:03 p.m. - 2:10 p.m.

Stenographically Reported By:
April Y. Segui, RPR, FPR
Registered Professional Reporter
Florida Professional Reporter

WWW.USLEGALSUPPORT.COM
561-835-0220

2

1 APPEARANCES:
2 On behalf of the Plaintiff:
3



E-mail: Arose@mrachek-law.com 6
ALAN B. ROSE, ESQUIRE

Other Research Links


<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121002%20PETITION%20FOR%20ADMINISTRATION%20SIMON.pdf>

<http://tedbersteinreport.blogspot.com/>

Read the Entire Blog, Go to the bottom of the page and click older posts OR use search in upper left to search the Blog for what you want.

If you need information to protect you as a Real Estate Buyer of 7020 Lions Head Lane Boca Raton, email me at SavvyBroker@yahoo.com

Posted by Crystal L. Cox at 5:20 PM No comments:

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Saturday, January 4, 2014

Ted Bernstein of Life Insurance Concepts, Tescher and Spallina Law Firm, Robert Spallina, Donald Tescher and Florida Notary Kimberly Moran Florida Insurance Scam and Estate Fraud, Forgery Case, overseeing Judge is Judge Martin H. Colin.

"Kimberly Moran Florida Notary Public, Tescher and Spallina Law Firm involved in Forgery and Estate Fraud

Kimberly Moran Florida Notary Public, Tescher and Spallina Law Firm (Robert Spallina and Donald Tescher), Ted Bernstein of Life Insurance Concepts and the Bernstein Family Foundation are involved in Estate Fraud, Insurance Schemes, Fraud on the Courts, Forgery, Possible Murder and other illegal and unethical behavior. The Judge in the Case is Judge Martin H. Colin.

Kimberly Moran Florida Notary Public of Tescher and Spallina Law Firm, Robert Spallina, Donald Tescher, Ted Bernstein of Life Insurance Concepts sure seems to have a lot of explaining to do, check out the forgery, fraud on the courts, flat out lies and for some reason none of these folks are in jail. The Judge in the Case is Judge Martin H. Colin, we will be watching to see if he follows through with those Miranda Rights and to see if Kimberly Moran, who is already confirmed to have committed forgery, sees any jail time and how this Notary at a law firm got such a high priced criminal attorney?

Take a look at the details of this Florida Estate Fraud, Forgery, Real Estate Fraud, Child Endangerment, Fraud on the Courts and Possible Murder Case is playing out.

Kimberly Moran, Florida Notary Public involved in Fraud, Forgery, Estate Fraud ..
Motion to Freeze Assets in Shirley Bernstein Estate

<https://docs.google.com/file/d/0Bzn2NurXrSkia3dyOGs4MnowODg/edit>



ARREST has been made in the Estate of Shirley for FRAUDULENT NOTARIZATIONS and admitted FORGERIES of five documents in our names and one in our father's name, which was FORGED POST MORTEM for him by Donald and Roberts Legal Assistant and Notary Public, Kimberly Moran.

<http://tedbersteinreport.blogspot.com/2013/12/response-to-ted-and-donald-letters-re.html>

Kimberly Moran State of Florida Notary Suspension

http://www.flgov.com/wp-content/uploads/orders/2013/13_291_moran.pdf

Court Petition Naming Kimberly Moran, Florida Notary Public <http://www.docstoc.com/docs/160162877/Ted-Bernstein-Petition>

RESPONSE TO TED and DONALD LETTERS RE EMERGENCY DISTRIBUTIONS FOR THREE MINOR CHILDREN AND MORE

<http://tedbersteinreport.blogspot.com/2013/12/response-to-ted-and-donald-letters-re.html>

Additional Respondents Added

<https://docs.google.com/file/d/0Bzn2NurXrSkicnFEtI5Zktlc00/edit>

More information on this Estate Fraud, Forgery, Fraud on the Courts Case

<http://tedbernsteinreport.blogspot.com/>

<http://tedbernsteinreport.blogspot.com/2013/12/does-ted-bernstein-not-understand-truth.html>

Insurance Schemes and Fraud on the Court, Ted Bernstein

http://www.docstoc.com/docs/document-preview.aspx?doc_id=165105099&key=undefined&pass=undefined

"NOTICE OF MOTION TO RE-OPEN BASED ON FRAUD ON THE COURT"

"That Case No. 502012CA013933XXXX, Stansbury v. Ted Bernstein et al. is a lawsuit with a claim against the estate, where RICO Defendant Greenberg Traurig acts as counsel to Plaintiff's brother Theodore. However, after Plaintiff points out to his brother and Spallina that Greenberg Traurig is conflicted with assets of the estates, including but not limited to the approximate 30% interests held in the Iviewit Companies, the Iviewit Intellectual Properties and this RICO lawsuit, Greenberg Traurig suddenly withdraws as counsel in the matter, months after the lawsuit was instituted"

Source and Full Document

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obstruction%20of%20Justice165555%20WITH%20EXHIBITS.pdf>

Hearing Transcript where Judge Martin H. Colin clearly knows of fraud on the courts, and has yet to actually follow through with the threatened reading of the Miranda rights.

<https://docs.google.com/file/d/0Bzn2NurXrSkia3NzaDd1NG45aUk/edit>

Lawsuit filed against Ted Bernstein

<https://docs.google.com/file/d/0Bzn2NurXrSkiWnBNVUtJUEFJRms/edit>

<http://tedbernsteinreport.blogspot.com/2013/08/ted-bernstein-life-insurance-concepts.html> "

Source of Robert Spallina and Donald Tescher, Tescher and Spallina Law Firm, Ted Bernstein of Life Insurance Concepts, Greg Geffen Attorney Signature Title, Florida Notary Kimbe Moran and Judge Martin H. Colin post.

<http://ireport.cnn.com/docs/DOC-1072355>



Donald Tescher on the Far Right

Check out the Documents in this Florida Estate Case. The overseeing judge is Judge Martin H. Colin who "almost" read the attorneys their Miranda Rights. We have forgery, fraud, dead people signing documents, possible murder, sibling rivalry and all the makings of a Law and Order mini series. Read these document, and decide for yourself who is committir fraud, who is lying, who is telling the truth, who is abiding the law and take a deep look as to whether you want to buy insurance from Ted Bernstein of Life Insurance Concepts, or your Estate "Handled" by what sure looks to me to be crooks who will do as they please after you die, regardless of your wishes.



Donald Tescher in the Middle

More Robert Spallina and Donald Tescher, Tescher and Spallina Law Firm, Ted Bernstein of Life Insurance Concepts, Greg Geffen Attorney Signature Title, and Florida Notary Kimbe Moran seem to be involved in a massive Florida Insurance Scam and Estate Fraud Case, overseeing judge is Judge Martin H. Colin. research links

<http://tedbernsteinreport.blogspot.com/2013/12/response-to-ted-and-donald-letters-re.html>

Petition to Freeze Bernstein Assets

<https://drive.google.com/file/d/0Bzn2NurXrSkiTzBGbkdSTXl4MEU/edit?usp=sharing>

Motion to Remove Personal Representative

<https://drive.google.com/file/d/0Bzn2NurXrSkiNFdEOWo3ZnhHMEU/edit?usp=sharing>

Response to Florida Governor in Kimberly Moran Notary Fraud, Forgery Case

<https://drive.google.com/file/d/0Bzn2NurXrSkiOVFPR0I0YlIQUFU/edit?usp=sharing>

Forgery, Fraud on the Courts, Sanctions

<https://drive.google.com/file/d/0Bzn2NurXrSkiRDZGyJVhVoQm8/edit?usp=sharing>

Kimberly Moran Notary Fraud, Forgery Case. Kimberly Moran of Tescher and Spallina Law Firm response on Notary Fraud whereby she forged the signature of a deceased man to enrr her bosses Robert Spallina and Donald Tescher and DENY the true, moral and legal wishes of those whose Estate Robert Spallina and Donald Tescher were handling the affairs and as of.

<https://drive.google.com/file/d/0Bzn2NurXrSkiTmd6Q2VnRVpDdWM/edit?usp=sharing>

Notary Public Comparison of Signatures and Dates, Evidence in Kimberly Moran Notary of Tescher and Spallina Law Firm Fraud, Forgery Case

<https://drive.google.com/file/d/0Bzn2NurXrSkiU2FsT0hfVEhocWM/edit?usp=sharing>

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA, (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHI (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALL & PROFESSIONALLY); Emergency Hearing Judge Martin Colin Court.

<https://drive.google.com/file/d/0Bzn2NurXrSki3ZTZWNEczNxaE0/edit?usp=sharing>

Jackson Response to Bernstein Trust Requests

<https://drive.google.com/file/d/0Bzn2NurXrSkiBwlpdmNoQ21YcmM/edit?usp=sharing>




In March of 2012 Donald Tescher was awarded by the " MITZVAH SOCIETY" for allegedly being a "CARING ESTATE PLANNING PROFESSIONALS".

Yet it is clear from the court documents above, that Donald Tescher and TESCHER & SPALLINA, P.A will do as they please after you die, regardless of what your TRUE wishes are and regardless of how much you pay him, or to what lengths, efforts and legal means you go to prepare your ESTATE to be handled per your wishes.

And it sure seems that the JUDGES in Florida will assist Tescher and Spallina, even if they are involved in clear fraud, forgery and acting outside of the law and the wishes their clients estate plans.

Posted by Crystal L. Cox at 7:46 PM No comments:

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
Friday, September 27, 2013

For More Information On Ted Bernstein Being Sued, and More Court Filings Against Ted Bernstein..

Check out the Ted Bernstein Report by Investigative Blogger Crystal L. Cox

<http://tedbernsteinreport.blogspot.com/>

Posted by Crystal L. Cox at 4:27 PM No comments:

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Tuesday, July 30, 2013

Sheri Goldman; Investigative Blogger Crystal Cox Alleges that Ted Bernstein, the man in the news video w the person financing Sheri Goldman to be a building where no other medical professionals were.

Investigative Blogger Crystal Cox Alleges that Ted Bernstein is behind the Botox scheme, used her services and KNEW full well that she was not a nurse. Investigative Blogger Cryst: Cox Alleges that Ted Bernstein this is in connection with other insurance and high finance scams in which Ted Bernstein of Boca Raton Florida may be involved int.

"Boca woman arrested after police say she offered botox, told people she was a nurse

"BOCA RATON, Fla. - The Florida Department of Health's Investigative Services Unit- West Palm Beach, announced that their joint investigation with the City of Boca Raton Police Department and the Florida Department of Corrections has led to the arrest of Sheri Goldman for the unlicensed practice of a health care profession, which is a third degree felony punishable by up to five years in jail.

Goldman was also arrested for violation of probation based on a previous arrest for unlicensed activity in Palm Beach County.

The joint operation was conducted after the City of Boca Raton Police Department received an anonymous complaint that Sheri Goldman was offering Botox injections and claiming be a nurse.

Authorities say Goldman is not licensed to perform any health care profession within the state of Florida.

After a joint undercover operation with the listed agencies at Goldman's place of business, Beauty & Balance, she claimed to be an "OR nurse." In addition, a search of the website www.groupon.com revealed she was posing as a "surgical nurse" according to investigators.

DOH has several resources to combat unlicensed activity: Consumers are encouraged to use DOH's Web site www.flhealthsource.com where they can view the license information o their health care practitioner.

Source of Post and Full Article http://www.wptv.com/dpp/news/region_s_palm_beach_county/boca_raton/boca-woman-arrested-after-police-say-she-offered-botox-and-told-people-she-was-a-nurse#ixzz2aZYFulYt

Research More Regarding the Unethical, possibly ILLEGAL actions of Boca Raton Florida's Life Insurance Concepts owned by Ted Bernstein.

MOTION TO REMOVE PERSONAL REPRESENTATIVES

<https://docs.google.com/file/d/0Bzn2NurXrSkiT0tBZGhKemNzc1E/edit>


"NOTICE OF MOTION TO RE-OPEN BASED ON FRAUD ON THE COURT"

"That Case No. 502012CA013933XXXX, Stansbury v. Ted Bernstein et al. is a lawsuit with a claim against the estate, where RICO Defendant Greenberg Traurig acts as counsel to Plaintiff's brother Theodore. However, after Plaintiff points out to his brother and Spallina that Greenberg Traurig is conflicted with assets of the estates, including but not limited to the approximate 30% interests held in the Iviewit Companies, the Iviewit Intellectual Properties and this RICO lawsuit, Greenberg Traurig suddenly withdraws as counsel in the matter, months after the lawsuit was instituted"

Source and Full Document

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obstron%20of%20Justice165555%20WITH%20EXHIBITS.pdf>

Posted by CrystalCox at 4:08 PM No comments:

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7020 Lions Head Lane Boca Raton. Real Estate Buyer...

► 2014 (1)

► 2013 (2)

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7020 Lions Head Lane Boca Raton Florida - Buyer Do your Diligence

Written by Real Estate Whistleblower and Real Estate Consumer Advocate, Investigative Blogger Crystal Cox.

Monday, April 20, 2015

Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company; Insurance Fraud, Forged Documents, Murder Allegations, No Policy and Millions Paid.

Note: All Cases on this property INVOLVE property located at 7020 Lions Head Lane Boca Ratonl, Florida, 2494 S Ocean Blvd, Apt C5, Boca Raton, FL 33432, and 880 Berkley St. Boca Raton. These properties are tied up in multi-millions in litigation and they don't want potential buyers to know. Do your homework folks. As a, what seems to be corrupt, lawless or just ignorant Florida Probate Judge is ordering that you, the REAL Estate Buyer NOT be told (DISCLOSED) as to what will inevitably affect your life.

The Ocean Blvd property was SOLD, I believe through a fraudulent residential loan. As it is clearly and investment property and the buyer does not even live in the country. I believe the buyer is friends with Ted Bernstein or associates, and is connected to the lender and others acting in Civil Conspiracy regarding buying this property with little mney down, a low interest residential loan out of Illinois and then profiting tax free acting as if it's a primary resident instead of an investment property.



Meanwhile in Judge Colin's Court in Palm County Florida there is massive crimes and cover up and Judge Martin Colin seems to want to sweep it all under the rug and get it out of the Illinois courts where Justice may be served.

Judge Martin Colin seems to be involved in a Probate Attorney Protection racket, and the victims are children and other innocent citizens. Meanwhile years go by and properties are run down, stolen, sold. .. money disappears, jewelry gone, and so much admitted fraud and forgery AND Judge Martin Colin DOES nothing.

Ted Bernstein pays for an attorney with Estate money and seems to pay for his own life, while other heirs have no attorney, no rights and some are minors. Judge Martin Colin has clearly broken the law and violated constitutional rights and seems to believe he is so connected (probably to Labarga and others from his Prosecutor job) that he will never face prison or any kind of justice. I say he is wrong and that one day someone will bring Judge Martin Colin to Justice.

Here is the Illinois Docket
<http://ia601902.us.archive.org/6/items/gov.uscourts.ilnd.283534/gov.uscourts.ilnd.283534.docket.html>

Answer to Complaint
<http://ia601902.us.archive.org/6/items/gov.uscourts.ilnd.283534/gov.uscourts.ilnd.283534.17.0.pdf>

Heritage Union Life Insurance Company, Jackson National will pay YOU millions and all you have to do is say oh ya my dad had a police for 2 million and the pay with NO Policy, simply to get out of a litigation. WOW?? oh and there is murder allegations and a Heavy Metal Toxin autopsy report. So I guess one can commit murder, then say hey Heritage Union Life Insurance Company, Jackson Life Insurance, I had a policy on that guy, now pay me 2 million and they say ok. Sounds LEGIT.

WOW ... Folks.. WTF comes to mind.

More on the Illinois case

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20131104%20Ted%20Pam%20Lisa%20Jill%20Answer%20to%20Complaint%20Jackson%20Heritage%20Northern%20District%20Illinois%20Simon%20v%20Heritage%20Jackson%20Insurance.pdf>

<http://www.iviewit.tv/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

<http://tedbernsteinreport.blogspot.com/search?q=District+of+Illinois>

Why does Judge Martin Colin Protect Tescher and Spallina in CLEAR and Blatant Insurance Fraud, Forgery, and cover ups. And allow them ALL to keep creating victims? There is no policy? Yet millions was paid?? Why is Spallina not investigated by Heritage Life, Jackson National or the the LAW in any Way?

Disclose



DISCLOSURE is LAW



Attorney Robert Spallina, protected by Judge Martin Colin (in my opinion) tried to collect 2 million in life insurance. The alleged policy holder with NO POLICY, looks to have been murdered. So why is Jackson National Insurance Company NOT investigating this matter?

Here is the Letter Robert Spallina, Florida Probate attorney sent to try and collect the millions.

"Dear Sir or Madam: Enclosed is the Claimant's Statement for the above referenced policy. together with an original Death Certificate for the insured, Simon Bernstein, .

We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust June 1. 1995, which is the trust listed as beneficiary of the above referenced policy.

We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post.

We are unable to locate a copy of the original insurance policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely

ROBERT L SPALLINA"

Heritage Claim Form, Spallina Alleged Fraud

<https://docs.google.com/file/d/0Bzn2NurXrSkia0RmS3lWaDF65EU/edit>

District of Illinois Federal Case regarding insurance of deceased owner of 7020 Lions Head Lane

Folks do you want to put time, money, blood sweat and tears into making a family home, only to have it taken back by the true heirs once there real is clear and legal title in a way that a dead guy does not sign trust documents.

Buy at your own Risk. Below is a Link to more on the Illinois Case involving this Property (the Simon Bernstein Estate)

<http://tedbernsteinreport.blogspot.com/2015/04/illinois-master.html>



Regency Title dba US Title of Florida and Old Republic National Title Insurance Company seems to be involved in Florida Real Estate probate fraud. As we see that the Shirley Bernstein estate condo was SOLD and they guaranteed a clear title through Greg Gefen Florida attorney who seems to have several title companies. Regency Title dba US Title of Florida and Old Republic National Title Insurance Company is liable for the millions in property that they allowed the wrong owner to sell.

<http://judgemartincolin.blogspot.ie/2015/04/gregory-s-gefen-john-poletto-judge.html>

Simon Bernstein Estate Case; Florida Probate Court; Judge Martin Colin; 7020 Lions Head Lane

Click Below for Linked Docket of Simon Bernstein Estate Case

<https://docs.google.com/file/d/0Bzn2NurXrSkis0NMblNaNUk2MXc/edit>

7020 Lions Head Lane Boca Raton; Judge Martin Colin has BANNED Real Estate Disclosure.

Judge Martin Colin has banned Eliot Bernstein from DISCLOSING to Real Estate Buyers, as a matter of law, that 7020 Lions Head Lane, Boca Raton Florida is involved in several multi-million dollar legal actions.

When the buyers find out in the future and sue, Eliot Bernstein or his children will be financially liable, he is abiding by the law and blocked by Judge

Martin Colin.

Click the Link Below for More

<http://tedbernsteinreport.blogspot.com/2015/04/florida-lis-pendens-7020-lions-head.html>

Shirley Bernstein Estate Probate Case connected to the Simon Bernstein Estate Case, both will affect what happens to 7020 Lions Head Lane. Don't Believe Me, do your DUE Diligence, Trust NO One. This is YOUR LIFE.

Click Below for More on the Shirley Bernstein Estate Case, Florida Probate Case in the Court of Judge Martin Colin (ya know the JUDGE who is order NON-Disclosure)

<http://tedbernsteinreport.blogspot.com/2015/04/shirley-bernstein-estate-case-master.html>

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LEARN MORE GOT IT

Motion to Remove Ted Bernstein as PR

<https://docs.google.com/file/d/0Bzn2NurXfSkiNFdEOWo3ZnhHMEU/edit>

<https://docs.google.com/file/d/0Bzn2NurXfSkiT0tBZGhKemNzc1E/edit>

Florida Probate Attorney Donald Tescher (Protected by Judge Martin Colin), Excerpt from deposition testimony.

<https://docs.google.com/file/d/0Bzn2NurXfSkiNDFNWi1sTHBPVzA/edit>

The LaSalle National Trust and C/O Robert Spallina Mystery

"Bates #JCK001262, is a letter regarding the filing of a claim dated October 09, 2012, sent from HERITAGE to SPALLINA with SPALLINA addressed as "LASALLE NATIONAL TRUST N.A. TRUSTEE C/O ROBERT SPALLINA, ATTORNEY AT LAW" address "4855 TECHNOLOGY WAY STE 720 BOCA RATON FL 33431" and the Letter starts "Dear Trustee."
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140112%20FINAL%20SIGNED%20PRINTED%20MOTION%20TO%20TRIKE%20AMENDED%20COMPLAINT%20ECFCOPY.pdf>

"LaSalle National Trust, N.A." seems to basically be a national holding company, via big title companies and banks and simply a way to convey property, assets, holdings and real estate. Thing is what instrument gave Spallina the right to be the Trustee in the Simon Bernstein estate in this regard?

What was Robert Spallina really up to, using this huge company name and having documents sent to him directly? Or wanting to collect on the Heritage Union Life Insurance Company / Jackson National Life Insurance Company Policy, or lack of policy?



Seems to me that "LaSalle National Trust, N.A.", the real one, has a major claim against Tescher and Spallina unless Robert Spallina was acting with their authority???

"SPALLINA acting as both the TRUSTEE of "LaSalle National Trust, N.A." and as Trustee of the Lost or Suppressed Trust, HERITAGE would have to legally pay him as either the Primary or the Contingent Beneficiary in his fraudulent Legal and Fiduciary roles. "

Page 13

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140112%20FINAL%20SIGNED%20PRINTED%20MOTION%20TO%20TRIKE%20AMENDED%20COMPLAINT%20ECFCOPY.pdf>

To document search the above page, click on Control F, then type in LaSalle, to read all the places it is mentioned in the above document.

Eliot Bernstein Disclosure; Heritage Union Life Insurance; Jackson National Life Insurance

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20131022%20Rule%2026%20Disclosure%20Eliot%20Jackson%20National%20Lawsuit.pdf>

Chicago Title Land Trust Company is successor trustee to the listed bank land trustees, as seen here,

<http://www.ctlandtrust.com/#!/successorships-h-l/ctsk>

If Robert Spallina claimed to speak for LaSalle National Trust then is this connect to Chicago Title Company, and perhaps real estate shady dealings involving Greg Geffen in Florida? Hmm... .

Chicago Title is a pretty big deal in Title Insurance. I have owned my own real estate company for 14 years, and well um.. how is Spallina trying to pull off that he is successor trustee or whatever mumbo jumbo he was trying to pull off?

Did Robert Spallina real say he was speaking for Lasalle? really? Employee fund, real estate, SEC, how in the world is Spallina speaking for Lasalle? call me Confused.

More Research

<http://tedbernsteinreport.blogspot.com/2014/02/why-is-heritage-union-life-insurance.html>

<http://tedbernsteininsurancescam.blogspot.com/2014/01/ted-bernstein-of-life-insurance.html>

<http://www.docstoc.com/docs/160196536/Ted-Bernstein-Life-Insurance-Concepts-Boca-Raton>

<http://tedbernsteinreport.blogspot.com/2014/02/wow-fraud-sure-seems-to-be-piling-up-is.html>

<http://tedbernsteinreport.blogspot.com/2014/01/robert-spallina-consent-and-joinder-to.html>

http://robertspallina.blogspot.com/2014/02/is-adam-simon-liar-liar-pants-on-fire_6.html

Sheriff Report, Spallina

<https://docs.google.com/file/d/0Bzn2NurXrSkiTThFWTg4S2plamM/edit>

Palm Beach County Sheriff Office Supplemental Report

<https://docs.google.com/file/d/0Bzn2NurXrSkiNHFZMmhJWjzdk0/edit>

Heritage Claim Form, Spallina Fraud

<https://docs.google.com/file/d/0Bzn2NurXrSki0RmS3lWADF6SEU/edit>

Fraud on the Courts, Tescher Spallina and Ted Bernstein

<https://docs.google.com/file/d/0Bzn2NurXrSkiRDZGYjVnVoQm8/edit>

Judge Martin Collin DENIAL Of Emergency Petition to Freeze ASSETS; Now the assets are stolen,sold cheap or just gone.

Judge Martin Collin SHOULD have froze assets until there was clear title, he did NOT.

Here is the DENIAL TO Freeze assets

<https://docs.google.com/file/d/0Bzn2NurXrSkiN0RIUWEzM2RWNVU/edit>

One of those assests is 7020 Lions Head Lane Boca Raton

Judge Martin Collin never did Freeze assets and it's been near 2 years now. So the assets have illegally been sold off, stole, moved, damaged and ALL because Florida Probate Judge, Judge Martin Collin is protecting Elite Florida Probate attorneys.

Here is the Petition to Freeze Assets

<https://docs.google.com/file/d/0Bzn2NurXrSkiTzBGbkdSTX4MEU/edit>



2494 S Ocean Blvd, Apt C5, Boca Raton, FL 33432

More on Litigation involving the above property.

"SPALLINA STATED THAT TED BERNSTEIN IS THE TRUSTEE FOR SHIRLEY' S TRUST .

HE SAID THAT A CONDO THAT "WAS SOLD FOR \$1, 400, 000 AND THAT MONEY
WENT INTO THE TRUST. "

And let's more on the supplemental Sheriff's Report Below

<https://docs.google.com/file/d/0Bzn2NurXrSkiNHFZMmhJWjJzdk0/edit>

Buyer: Wesley G. Voorheis
333 Bay Street #910
Toronto Ontario, M5h 2R2 Canada

Mortgage
<https://docs.google.com/file/d/0Bzn2NurXrSkiQjImSmRoNXJBdHc/edit>

Closer: Steve Paraggua
Rolling Meadows Illinois

BMO Harris Bank N.A.
Rolling Meadows Illinois

Florida Single Family Fannie Mae / Freddie Mac instrument
Lenders Address is Scottsdale, Arizona

Ok so we have a mortgage broker, banker out of Illinois, a lender out of Arizona, a property in Florida and a buyer in Ontario Canada. And we have a single family residential loan?? REALLY ??

I, Real Estate Expert and advocate Crystal L. Cox say that there is mortgage fraud involved in the sale of the above property, as well as no clear titles, SOLD by someone who had no legal right to sell, has title insurance fraud, RESPA violations and much more.

It says second home, so maybe its legit. But hmm now it's a million more? I say that Broker John Poletto and Ted Bernstein are in on a million dollar scam with the lender and the buyer to dupe the real and true, legal heirs.

What if a buyer knew that they were buying a property from someone who did not have the legal right to sell, and they got a loan like this? Hmm.. all kinds of trouble I'd say.

I know Florida law is different, however, I have never seen a title agent sign on a loan document such as this. Did Title Agent, Florida Attorney Greg Gefen get kickback from this mortgage? On the title insurance? Did Ted Bernstein? Hmm..

Shirley Bernstein Estate Case, Florida Probate Case in the Court of Judge Martin Colin
<http://tedbernsteinreport.blogspot.com/2015/04/shirley-bernstein-estate-case-master.html>



[To research more on the Eliot Bernstein, iViewit RICO](#)

<https://www.facebook.com/iviewit/posts/133089426862083>

<http://federalricolawsuit.blogspot.com/2010/01/judiciary-committee-reviews-iviewit.html>

iViewit RICO Crime Chart
<http://iviewit.tv/CompanyDocs/RICO%20CRIME%20CHARTS.pdf>

<http://iviewit.tv/wordpress/>

<http://www.iviewit.tv/>

Full RICO Filing
<http://investigativeblogger.blogspot.com/2014/03/district-of-nevada-rico-and.html>

iViewit Supreme Court Case
<http://www.iviewit.tv/supreme%20court/index.htm>

iViewit SEC Complaint
<http://iviewit.tv/wordpress/?p=288>

iViewit Motion to ReHear

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obstruction%20of%20Justice16555%20WIT%20EXHIBITS.pdf>

Posted by Crystal L. Cox at 11:19 AM No comments:

 Recommend this on Google

Friday, April 17, 2015

Gregory S. Gefen, John Poletto, Judge Martin Colin, Ted Bernstein and more seem to be involved in massive real estate fraud, forgery and cover up.

" Real Estate Forensics Report / Fraud Analysis: Shirley Bernstein Condo Sale

Real Estate Warranty Deed Transaction Date: April 18th 2013

Prepared by: Gregory S. Gefen, PA

File Number U13-412

Recorded: 05/06/2013

Palm Beach County, Florida

AMT 1,600,000

Doc Stamp 11,200

Pages 1029 - 1031;

The Following report is my Professional Opinion and advice based on 13 years as a Real Estate Broker Owner, and Currently owning a Real Estate Consulting and Real Estate Forensics Firm. This report is written upon the knowledge and information of Crystal L. Cox, Broker.

Notes on Trustee Affidavit

Regarding Warranty Deed prepared by Gregory S. Geffen, PA, File Number: U13-412

This recorded document now seems to be the only recorded documents regarding Ted Bernstein having Seller or Grantor rights in this matter. Before this closing, there appears to be no legal record, as a matter of law in which proves Ted Bernstein of having legal rights to sell subject property.

It appears to me that this real estate transaction is fraudulent, and that All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company have a liability to the buyer in this transaction and to the true and correct heirs of the Shirley Bernstein Estate.

I would tell the Title Company to show you the legal documentation they have that gave them the legal right to allow Ted Bernstein to sell this Condo, to sign as the Seller, Grantor of said Property?

It is my understanding that the Shirley Bernstein Trust Agreement does not state that Ted Bernstein is the executor. Or at least I see no proof provided in the closing documents in which the title company filed in the closing of this 1.6 Million dollar sale, that would give Ted Bernstein a legal right to be the "Grantor" of said property.

What documentation did the title company have that gave them the legal right to let Ted Bernstein sell this real estate? What documentation did the title company have that justified providing a title insurance policy on a 1.6 Million dollar real estate sale, that insured to the buyer, that Ted Bernstein was the legal Grantor / Seller in this sale?

Ted Bernstein swore that the trust had not been revoked or terminated And that the the vesting Deed was

recorded that provides the trustee with the full power of sale and that the subject transaction will not violate the trust. Yet there is no court documents, no judicial ruling that provides legal proof that Ted Bernstein is the person that gets to speak on behalf of the Shirley Bernstein estate.

There seems to have been no probate nor judicial order appointing Ted Bernstein as executor, successor of the Shirley Bernstein estate. So why would this title company guarantee title with no legal documents proving such and allow a \$1.6 million dollar real estate transaction and provide title policy on said property?

As a real estate broker, I would not let Ted Bernstein sign a listing on this property, as there is no documentation that he has Sellers rights and this would be a violation of law.

Ted Bernstein Had no legal right to act as Seller in this deed transfer. This title company provided title insurance in this matter and is liable to the Shirley Bernstein estate, as well as no liable to the buyer in this matter and the cost of this property being deed back to the rightful owner, as far as I see this case.

This seems to be a matter of property theft. All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company **guaranteed clear title in this real estate transaction via title insurance policy**, and I would demand to see the settlement statement and all related documents, especially any document that was used as legal proof that Ted Bernstein was the SELLER, legally in this transaction. I do not see such a legal document in the recorded documentations for the sale of the subject property.

Ted Bernstein, under penalty and perjury swore the document to be true. The fact is that is simply a "pinky swear", that is one man swearing that he owns a 1.6 million dollar property. There is no court document, no estate documents and no proof, of any kind that Ted Bernstein in fact has a legal right to convey title to this property, as far as I can see.

The Notary ONLY verified that it was indeed Ted Bernstein and that he showed proper ID, a Notary is not a lawyer, nor a court clerk. The title company needs to prove via a court recorded document that Ted Bernstein had a legal right to sell said property.

This is the reason to use a title company to close a LEGAL real estate transaction. The title company insures the title, researches recorded documents and PROVES who has rights to convey property.

Anyone can sign any document and swear that what the document says is true. The Notary swears that it is that person and not that the person is telling the truth, or has a legal document of FACT. Nor does the notary provide any kind of legal recorded proof that this person is entitled to swear to this information as a matter of law. A Notary simply verifies the identity of the person who signs the document.

All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company sold an insurance policy with this real estate transaction insuring that the title was clear to sell to said buyer, when in fact Ted Bernstein did not have a legal right to sell this property, as far as the documentation provide shows.

Ted Bernstein is NOT the true and correct, proper "Grantor" named in the warranty documents.

Ted Bernstein could have just as easily signed an affidavit swearing that he was the seller of the White House, and a Notary would have verified the document, only to the extent that it was indeed a man named Ted Bernstein, whom had the proper identification to prove his identity. And this has NOTHING to do with proof of title rights.

A signed affidavit from someone claiming rights to sell the White House, as in this example, would not give the person the legal right to do so, nor does it in the case of this real estate transaction.

This is a fraudulent real estate transaction, in my expert opinion. The question then becomes did the title company get kick back on this deal? Was the title company promised future deals with these powerful men Ted Bernstein and **George Wesley Thomas Voorheis**?

It is a title companies job, BEFORE issuing a title insurance policy, to make sure that the title is clear and is able to be Sold. Said property seems to be in major legal dispute and is part of an estate in litigation, of which Ted Bernstein is NOT the Trustee, as appointed by a court of law.

This title company took a man's word that he owned a 1.6 Million dollar property, and let said man sell this property, without legal ownership. Upon my knowledge and belief, this title company has massive liability over this issue.

Notes on the Shirley Bernstein Trust Agreement pages provided in the closing documents of said property.

This document has no clear sign of being true and correct. As a real estate Broker, I would not take this as proof that Ted Bernstein had a right to be a SELLER aKa Grantor of this property.

This is simply a document that may or may not have been actually signed by Shirley Bernstein. The correct and lawful procedure in these matters, in my expert opinion is the subject property to have gone through probate, and have a court appointed executor or trustee of the estate.

The legal process is not simply for someone who wants to be an heir to swear they are and then a Title Company allows

this person to sell millions of dollars of real estate they CLEARLY have no proof of owning.

In order for me to prove title and allow a person to act as Seller, I would have to see the probate documents, and the court rulings that granted Ted Bernstein the power to be the executor of the estate, have legal rights to the deed, and execute the sale of the subject property.

There seems to be no court document that gives Ted Bernstein the LEGAL right to sell subject property, there is only a man saying he has the right and a title company issuing title insurance on a multi-million dollar property insuring the title on said property.

In my experience, professional title companies go to the courthouse records for proof of liens, judgements, deed rights, estate issues and they do NOT simply take a sworn statement from a man who swears he is the legal Seller and give this man the absolute rights to millions of dollars of property of which he clearly has no probate, court stamped, judicial documents to prove this is true.

Notes on the warranty deed dated the 18th day of April, 2013

This appears to be fraudulent as there is no court document in which appoints Ted Bernstein as Successor of the Shirley Bernstein Trust. There does not seem to be any LEGAL documents that prove that Ted Bernstein has rights to the subject property as Successor, Executor, Trustee, Seller or Grantor.

Here we see a **Ted Bernstein who himself claims to be a "Successor Trustee", acting as Grantor selling subject property to Grantee G. Wesley Veorheis, a Canadian Resident, and there seems to be something amiss in this transaction.**

There appears to be fraud in this transaction and I advise the true and correct heirs of the Shirley Bernstein estate to file legal action against All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company, against the Corporate Company and the individuals involved in the sale, who may have been involved in kickback schemes or other anti-trust and civil conspiracy violations in this real estate transaction.

From what I can determine, and in my expert opinion, **Ted Bernstein is not the legal "Grantor"** and therefore has no legal right to convey title to said property.

All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company have no legal right to have provide an insurance policy that guaranteed this title.

Just because there is a Notary and witnesses who signed the Warranty Deed, does not in any way legally prove that All Regency Title dba US Title of Florida had a LEGAL right to allow Ted Bernstein to act as Grantor or Seller of Subject Property.

I see no proof, whatsoever that Ted Bernstein is the rightful Grantor, and therefore this transactions appears to be fraudulent.

Just because there is a Notary and witnesses who signed the Warranty Deed, does not in any way legally give this title company right to provide title insurance through their title insurance provider Old Republic National Title Insurance Company, with corporate offices in Minneapolis, MN.

Again, a **Notary stamp is not a COURT STAMP, nor a Judicial Ruling.**

Regarding the "Certificate of Approval"

This document appears to be directly from the Condo Association. I have not read the bylaws of the Aragon Condominium Association, however, in my professional opinion, there may be some fraud between **Ted Bernstein and the Aragon Condominium Association president James McGee.**

The association in most cases can approve membership, and may be able to exclude certain people, however the association seems to be providing certification to further DUPE the title company, by claiming they have the power to **give Ted Bernstein approval to convey title for Wesley George T. Voorheis to acquire.**

Did the association have court documents that proved that Ted Bernstein had a right to convey title? If not then it is my opinion that the Aragon Condominium Association and that James McGee personally are also liable for what looks to be a real estate heist to me.

Regarding Non Identity Affidavit

This documented is suspected to be a fraudulent tax document. As Ted Bernstein has no proof that he is the court appointed Trustee in this matter and has no legal right to certify that he owes no estate tax in this matter.

Ted Bernstein may be committing fraud against the U.S. government in possibly illegally conveying title to a property he has no legal right to and at the same time claiming **himself tax exempt for this millions of dollars in alleged inheritance.**

I recommend that the true and correct heirs notify the Florida and U.S. Tax Authorities on this issue. As there may be a

great deal of estate tax due on this matter, and Ted Bernstein has no legal proof that he can speak on behalf of the Shirley Bernstein estate.

Based on my experience it is a standard of practice in real estate regarding estate issues, for the property to go through probate, have a court appointed trustee and proceed through the courts and **NOT through a sworn affidavit by a dreamy eyed family member wishing to receive millions of tax free dollars.**

If any potential heir or for that matter any person off the street can sign a document to swear they have rights to property, with no recorded deed or court order, well then this is a serious matter that the Department of Justice and Attorney General need to look into, as this title company may have done this before and thereby created many victims in this scheme. It is not lawful to let anyone claiming they have title right to sell other people's property.

It is the PURPOSE of purchasing the Title Insurance Policy, which I assume the Shirley Bernstein Estate paid for, that this policy guarantees to the buyer that Ted Bernstein has the right to sell the property and that all liens, judgments, tax issues on said property have been taken care of and cleared by a court of law.

If not then the Title Insurance company and policy provided has a serious liability not only to the buyer but to the actually true and correct heirs of the Shirley Bernstein estate, whom ever the courts deem that to legally be.

As a professional real estate service provider, be it a title company or a real estate brokerage, we are taught to make absolute SURE that a Seller has a legal right to sell a property. This is mostly done by a true and correct, court filed warranty deed in the name of the SELLER aKa Grantor, with the names of the people who will be signing a listing agreement with a real estate brokerage or closing documents with a local title company.

It is not standard of practice, ethical nor lawful to use the closing process and title insurance policy of a local title company in place of a legal, court documented estate and probate proceedings, as a matter of law.

In my experience Sellers aKa Grantors do not sell properties by swearing to an affidavit that they have a right to sell. This would make it so that anyone who wanted to be an heir, or anyone of the street for that matter, could simply go to a notary and sign a document swearing they have a right to sell, and without title in their name sell millions of dollars in property.

It is my professional opinion that this title company is liable to the true heirs of the Shirley Bernstein estate and possibly even interest, punitive damage, and criminal charges.

It is my experience that in an Estate settlement, the Estate is settled in full before property is Sold, another words there would be probate and estate process as a matter of law. And if Ted Bernstein has proper legal documentation then he would have a deed in his name, and from that deed he would then be the Grantor.

See In Barnhart v. Hovde, 490 So.2d 1271 (Fla. 5th DCA) for reference on this matter., review denied 510 So.2d 543 (Fla. 1986), Hovde was named trustee for the beneficiaries, who were her stepchildren. Hovde sold a trust asset (an apartment complex) without obtaining a court order to do so in violation of Fla. Stat. 737.403(2). Hovde had conflicting interests with the beneficiaries of the trust, and the sale of asset resulted in benefit to the trustee and a detriment to the beneficiaries. Id. The Trustee had interests which definitely conflicted with those of the other beneficiaries, which resulted in a benefit to the trustee and a detriment to the other beneficiaries, and the Court found that Hovde violated the terms of the trust and applicable state statutes. Id.

Again an affidavit is not a legal document proving title rights. **This affidavit is a man claiming under penalty and perjury that he has legal rights to be the Grantor of said property**, however this is not a legally binding document in which I, as a Real Estate Broker would accept as proof of entitlement to act as Seller or Grantor.

It is not a Power of Attorney, it is not a legally filed Warranty Deed in Ted Bernstein's name, nor is it a court order ruling that Ted Bernstein is the true and correct, LEGAL Seller, Owner, Grantor of said property.

This document appears to be a Ted Bernstein claiming that he has the rights to be the Seller, Grantor and is the Successor Trustee, Executor of the Shirley Bernstein estate and that with this claim he promises to **NOT hold All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company liable for any legal actions, legal fees in the future, or any other future liability.**

Ted Bernstein does not seem to be the LEGAL Seller / Grantor of said property and therefore cannot be in a legal agreement releasing All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company of liability regarding the matters of the Shirley Bernstein estate.

Conclusion

In my expert opinion, the title company in this case, All Regency Title dba US Title of Florida, has made a grave error in allowing Ted Bernstein to sell the subject property with the documents provided to them.

And it is my professional opinion that All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company, needs to file notice of insurance claim, fraud and massive liability in this matter as soon as possible.

As a Real Estate Broker owning my own firm, I would not let Ted Bernstein have listed this property for sale, nor would I have allowed any agent working for me to do so. As there is no court documented proof that Ted Bernstein has a legal right to sell said property and I would not put my liability insurance provider nor my company at that risk.

A title company has even a greater risk in guaranteeing title, and is therefore liable to the heirs of the Shirley Bernstein Trust.

No reputable real estate company SHOULD take this property as a listing, due to the inability to prove who has property authority and rights of Grantor / Seller.

It is my opinion that Ted Bernstein has used **All Regency Title dba US Title of Florida** to circumvent the legal process and thereby gaining title to Shirley Bernstein's property.

Ted Bernstein went straight for the paycheck, and skipped the step of gaining legal title to the property first. Therefore avoiding estate tax, capital gains, and the process of fighting the legal heirs of the Shirley Bernstein Trust in order to obtain money from the sale of the subject property.

It is my opinion that the true and proper legal heirs of the Shirley Bernstein estate should use all legal means necessary regarding All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company, in order to make this right.

Florida Laws: FL Statutes - Title XLII Estates and Trusts Section 736.0101 Short title. seem to have been violated in this transaction.

As a Real Estate Broker owner experienced in all manner of real estate for over 13 years, including estate, trust tax issues, and all related matters, I strongly advise the true legal heirs of the Shirley Bernstein estate to contact a Florida lawyer and sue All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company of Minneapolis.

**Corporate Headquarters:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401
(612) 371-1111**

I, Crystal L. Cox am fully qualified to give this real estate opinion and forensics analysis. I am not a lawyer. I am a fully qualified real estate advisor and forensics expert. I am FULLY qualified to provide expert witness and expert opinion in the Shirley Bernstein estate on all related matters discussed herein, real estate matters.

Written By

Crystal L. Cox

Real Estate Broker Owner
Real Estate Forensics Expert
Expert Witness Real Estate
Real Estate Fraud Expert
Real Estate Consultant"

Source; **April 18th 2013 Real Estate Forensics Report by Broker Crystal Cox; Original Report**
https://docs.google.com/document/d/1hjawnPI4EXpN0L8oZ33Pmpimgh3073da5_i0iVIQtw/edit

About the Title Company who closed this sale


Gregory S Gefen is president and managing member of **Signature Title Group, LLC** and personally oversees all closings.

Greg has been admitted to the Florida Bar since 1991 and is a member of the Real Property, Probate and Trust Section.

Greg has been a member and agent of several of South Florida's largest title underwriter, since founding his law firm, **Gregory S. Gefen, PA**, in 1995 www.gefenlaw.com.

He resides in Boca Raton

Posted by Crystal L. Cox at 10:05 AM No comments:

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Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss Florida Probate Case

Florida Estate and Probate Case, Forgery, and Alleged Murder, blog written upon information, knowledge and belief of Crystal L. Cox, Blogger.

Alan Rose	7020 Lions Head Lane Boca Raton	Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court	
Shirley Bernstein Estate Docket	Simon Bernstein Estate Docket	7020 Lions Head Lane Boca Raton	Shirley Bernstein	Simon Bernstein
Tescher, Spallina, Ted Bernstein, Proskauer Rose MAJOR Technology Theft Case	Judge David E. French	Robert Spallina	Mark Manceri	Donald Tesch
Tescher and Spallina Law Firm	Mark Manceri	Petition to Freeze Estate Assets	Estate Fraud Docket	Insurance Proceed Scheme
Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca	Ted Bernstein Fraud	

Thursday, June 4, 2015

I Allege that this Web Stat is the Condo Buyer in the Shirley Bernstein Estate. I also allege that Ted Bernstein, Alan Rose, and other conspired with this buyer to get a rock bottom deal on this condo under illegal and unethical circumstance.

To Read this WHOLE BLOC posts on the bottom right page. Don't let this Florida Insurance FRAUD and Forg YOU.

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Host Name:		Operating System:	Win7
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Location:	Toronto, Ontario, Canada	Javascript:	Enabled
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Visit Length:	Multiple visits spread over more than one day		

Posts

Alan B. Rose of Page Mr Fitzgerald & Rose L...

Eliot Bernstein iViewit I Interview Dick Wo...

Alexandra aka Monica in Bernstein

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Hey Lindsay, you may w the ol' digital...

Alan B. Rose of Page Mr Fitzgerald & Rose Ge...

UNITED STATES DISTRICT OF SOUTHERN DISTRICT OF

You know that Mark Twi "Truth is stranger...

John Pankauski, Pankau Alan B. Rose, ...

Who does Alan B. Rose c Mrachek, Fitzgerald ...

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Oh and you Spineless, C Lawless, Free Spee...

Burke, Warren, Mackay i Taking a Look

Alan B. Rose of Page Mr Fitzgerald & Rose se...

Folks, Alan Rose is a MA Hypocrite. ...

Alan B. Rose, Esq. seem suppressing speech...

Eliot Bernstein and iVie Isn't Armonk, New York Lamont's neck of th...


Don Sanders, assistant \ National Life ...

Life Reassurance Corp. - Bankers Life Insu...

Judge Amy J. St. Eve is Davis Polk & W...

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		(No referring link)
31 May	07:37:36	tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html
		(No referring link)
4 Jun	05:39:42	tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html
		(No referring link)
4 Jun	05:40:53	tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html

Posted by Crystal L. Cox at 7:03 AM No comments:  Recommend this on Google

Eye on Alan Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.. in West Palm Beach, Florida.

Alan Rose has a NEW CASE. Well Let's keep an eye on this one too; Transparency

"WEST PALM BEACH, Fla. (Legal Newsline) - A prominent class action law firm is suing two firms with which it partnered on a class action lawsuit in Florida for allegedly failing to pay it a fee.

Cohen, Milstein, Sellers & Toll, PLLC filed the lawsuit in Palm Beach County Circuit Court on May 5 against Anderson + Wanca and Bock & Hatch LLC, claiming it is owed about \$280,000 in fees for joining in on the class action lawsuit. Bock & Hatch removed the case to U.S. District Court for the Southern District of Florida on May 26.

The suit claims Cohen Milstein agreed in March 2012 to to serve as the local counsel for a class action suit in which the firms were involved in Florida. The two sides came to terms on a fee agreement and also agreed that Cohen would receive 20 percent of the attorneys' fees awarded in the class action suit, the complaint says.



In October, the court awarded about \$1.4 million in attorneys fees. Cohen Milstein claims Anderson has not paid the 20 percent contingency fee made in the fee agreement.

In March, Anderson acknowledged the fee agreement, but "demanded" Cohen Milstein reduce the fee, the lawsuit said.

In addition to the \$280,000, the plaintiff is also seeking lost profit damages, plus court costs for filing the suit.

The law firm is represented by Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.

U.S. District Court for the Southern District of Florida case 9:15-cv-80662"

Source


<http://www.washingtonexaminer.com/cohen-milstein-suing-fellow-class-action-firm-over-fees-from-fla.-case/article/feed/2176218>

Also Check Out

of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.

<http://attorneyalanrose.blogspot.ie/>

Posted by Crystal L. Cox at 6:23 AM No comments:

 Recommend this on Google

Saturday, May 30, 2015

I am Reporting on the Simon Bernstein Estate CASE and will continue to do so. My reporting is NOT controlled by anyone but ME. Alan Rose continues to WHINE.

Alan Rose is acting suspicious, does he WANT Eliot to complain about Judge Coates? It sure looks like it. What is Alan Rose REALLY up to?

Why wine about this DRIBBLE now? There is a new judge, we shall see if the law is obeyed. Alan Rose seems to be pushing to disqualify Judge Coates, why is that?

I mean the Proskauer Rose thing is true, however if Judge Coates were to sign a Conflict of Interest Disclosure then maybe no issue, either way why in the world is Alan Rose so whiny about all this?

Sounds like Alan Rose should file a motion to disqualify himself instead of pushing Eliot Bernstein to do it.

Oh and I love that Florida Attorney Alan Rose is hanging on my every word INSTEAD of doing his JOB. Just obey the law and don't worry about the bloggers dude.

Either Coates will do a lawful, ethical, constitutional job or not?

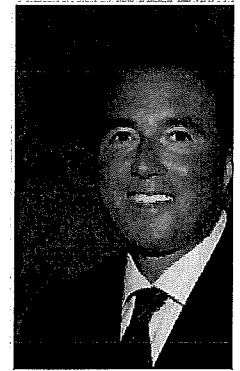
I have never seen Alan Rose show so much knowledge about iViewit, oh and so much love for me, It kind of makes me blush actually.

Judge Coates must be a Good Guy for Alan Rose to show such disingenuous concern over possibly conflicts. Things that make you say hmmm...

Check out the eMails below. (Transparency and Accountability)



Ted Bernstein



Life Insurance Concepts

Blog Posts

Is Google Really the Best Conduct a Fraud, ...

Welcome Back, How is t Investigation Goi...

Order for Discharge and Counsel Tesc...

Morgan Stanley Group N Tescher & Spalli...

Judge Martin Colin seen the Right Thi...

Why is Ted Bernstein NC to this Story? ...

Motion to Halt Hat Trick Believe this is ...

Hmmm.. Friend or Foe?

Cedarhurst, New York
WOW, a full days wages
National Empl...

Pam and Ted CUT out of
they seem to be...

Whatch all worried abou
Fines, Judgement...

Not Getting Much Work
ya? I sure ho...

303 East Wacker Drive S
Chicago Illinois

STP Enterprises, Inc. - F

Jackson National Life Di
Registere...

So Where Does Christop
Ex Proskauer...

Carol Ann Kindred at He
Life Insurance...

Heritage Union Life Inst
is well awar...

So, who at Jackson Nati
palms, all ...

So is Pamela Simon the i
in all this?...

Jackson National Life In:
Company has HUGE L...

oh and Don't Forget the
CONDO and how...

More on Michael A. Well
National Life Co...

Looks to me like Jackso
Little SPOO...

So Funny, that Heritage
Insurance Compa...

Heritage Union Life Inst
is well awar...



"From: Alan Rose
 Sent: Tuesday, May 26, 2015 11:52 AM
 To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
 Subject: Judge Coates

Mr. Eliot Bernstein:

The estate/trust cases have been assigned to Judge Coates. One order is attached but he has all of the cases.

You already have started with the internet nonsense as to Judge Coates:

(<http://tedbersteinreport.blogspot.com>) as of mid-day Friday. Apparently, he worked at Proskauer, and we all know you labor under the belief that someone there stole trillions of dollars of intellectual property from you or your company.

If you object to his continued service, please advise the parties asap, so we can consider simply doing an agreed or joint motion/order requesting his recusal.

Please advise.

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

From: Alan Rose
Sent: Wednesday, May 27, 2015 11:44 AM
To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
Cc: 'John P. Morrissey'; 'O'Connell, Brian M.'; 'Foglietta, Joy A'; 'Peter J. Feaman, Esq.'
Subject: RE: Judge Coates

Now that Brian has set a hearing before Judge Coates, Eliot needs to speak now if he contests the court's ability to hear this case. Silence equals acceptance and waiver of any objections in my view.

Eliot has filed at least two and probably more motions to disqualify Judge Colin, and already has started with nonsense about Judge Coates.

For the record, we have no objection to Judge Coates. But Eliot may and he needs to assert that objection or waive it. There is no point having a hearing and wasting time just to have Eliot complain that day about Judge Coates.

Also for the record, the "journalist" Eliot corresponds and communicates with, Crystal Cox, posted the following highlighted material:

Friday, May 22, 2015

Was Howard Coates REALLY picked Randomly as a Judge in this Case? REALLY? Seriously? A former Proskauer Rose attorney? WOW

Was with Proskauer Rose for 10 years and now on the iViewit SCANDAL in Florida?? Are you Kidding, WOW

Well this should be interesting, hopefully lawful !!

Bio

<http://15thcircuit.co.palm-beach.fl.us/web/judge-coates>

http://ballotpedia.org/Howard_K_Coates

<http://www.avvo.com/attorneys/33401-fl-howard-coates-1273629.html>

News on ..

<http://www.palmbeachpost.com/news/news/crime-law/scott-picks-three-for-palm-beach-county-judgeships/njZNL/>

Alan B. Rose, Mrachek, I
 Rose, Konopka &...

Hello Marc Randazza, W
 PARTY, Hope yo...

Alan Rose Wants the Fir
 to Be Set Asid...

Hey Liars, Thugs, Thieve
 Murdering, Gre...

Hey Alan B. Rose, Mrach
 Rose, Konop...

Judge Martin Colin has a
 protecting the...

I keep waiting for Judge
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Watch hiding FROM Bo

Hey Flushing New York .
 Raymond or possib...

Objection to Motion to
 Personal Repres...

Objection to Motion to
 Personal Repres...

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Why is Heritage Union L
 Company Filin...

"Criminal Action throug
 Simulated Legal Pr...

Letter to Judge Martin
 Opposition to Ted...

What is Going on with J
 about not ...

Motion for Appointment
 Administrator...

Ted Petition for Appoin
 Successor Personal...

Alan Rose Esq., John J.
 Pankauski Law F...

Chicago Insurance and C
 Litigation Law Fi...

Morgan Stanley Group, I
 and Tescher & ...

Wow, the Fraud Sure Se
 Piling Up. Is Ted ...

Full Docket Of Heritage
 Insurance Case ...

Heritage Lawsuit Illinois
 Response Regar...

Reported as a Murder, y
 checked is medic...

"The Document in Ques
 the Inheritance ...

Looks like the Tescher &
 Bernstein F...

Ted Bernstein, Tescher and Spi

- Florida Estate Forgery, F
 DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher and Spi

Judge Coates was at Proskauer between 1991 and 2000; I believe those are some of the years Proskauer represented iViewIt and possibly during the times that Eliot sued that firm. Eliot has alleged that during these years is when Proskauer stole his patents. It was an unpleasant lawsuit for the firm I'm sure, and no doubt Eliot made it as unpleasant as possible for the partners of "Porksour Rose". Eliot lost his claim in federal court back in 2008 and I believe owes the firm a sanction award imposed by Judge Scheindlin, but he has not given up on that firm and continues to mention it in recent filings.

The point here is that Eliot must advise the parties of his position and the PR needs to get this resolved before there a number of hearings.

Also, you have set too many issues for one 30 minute hearing, particularly when it would be the Judge's first involvement in the case, in my opinion.

Alan B. Rose, Esq."



Posted by Crystal L. Cox at 9:09 AM No comments:

 Recommend this on Google

Has Alan Rose gone ROUND the BEND? Alan Rose is already whining to a new Judge about my blogs reporting on this case? WOW

Calm Down Alan Rose, the Law Speaks for itself. Obey the Law, tell the TRUTH, the whole Truth and nothing but, and don't worry about those reporting on this high profile never ending Florida Estate Case which is a MASSIVE public concern.

Murder Allegations and millions paid in insurance, heirs waiting years for money while Ted Bernstein sells homes and let's them run down, Ted Bernstein getting an estate paid attorney and no one else, forged documents, documents signed by dead guys to close estates, and much MORE. This case is VERY important as so many go to Florida for their retirement, yet the attorneys in this case did NOT carry out the wishes of the Deceased. So why move to Florida if Probate Court will not carry out your wishes?

How in the world has all this been allowed to go on for years in Florida Probate court? Meanwhile Eliot Bernstein's family is starved out, kids lose their school and they are constantly harassed by Alan Rose attorney (paid by the estate in which is bullying the other heirs it seems) and others in the case. All this in a simple estate, that should have easily been settled years ago.

Now Alan Rose is WHINING to the New Judge about my blogs, again claiming my blogs are Eliot's and they are MY BLOGS, controlled by me.

Check this whiny Dribble out; GROW UP ALAN ROSE
<https://docs.google.com/file/d/0Bzn2NurXrSkiNzZxRGtVb01MTzA/edit>



NO WHINING



- Florida Estate Forgery, f DOCKET

Blog Archive

- ▼ 2015 (110)
 - ▼ June (2)
 - l Allege that this Wet Condo Buyer in ...
 - Eye on Alan Rose of Fitzgerald, Rose, K
 - May (22)
 - April (63)
 - March (8)
 - February (7)
 - January (8)
- 2014 (248)
- 2013 (31)

Marie Chandler

Subject: FW: Case Nos. 502011CP000653, 502012CP004391, 502015CP00162, 502014CP003698 XXXXMBU
Attachments: ABR to Judge Coates 05-29-15 re Bernstein Matters.pdf

From: Marie Chandler
Sent: Friday, May 29, 2015 4:39 PM
To: (Redacted)
Cc: Alan Rose
Subject: Case Nos. 502011CP000653, 502012CP004391, 502015CP00162, 502014CP003698 XXXXMBU

Dear Ms. Phillips:

Pursuant to your permission given to Mr. Rose, attached please find correspondence from Mr. Rose to Judge Coates.

cc: All parties on all service lists attached to letter.

Marie B. Chandler
Assistant to L. Louis Mracek and Alan B. Rose
Email: mchandler@mracek-law.com
Direct: (561) 472-2417



2000 some clerk of Proskauer

will that

James that

Al Gork

Posted by Crystal L. Cox at 8:59 AM No comments:

Recommend this on Google

Friday, May 22, 2015

Was Howard Coates REALLY picked Randomly as a Judge in this Case? REALLY? Seriously? A former Proskauer Rose attorney? WOW

Was with Proskauer Rose for 10 years and now on the iViewit SCANDAL in Florida?? Are you Kidding, WOW

Well this should be interesting, hopefully lawful !!

Bio

<http://15thcircuit.co.palm-beach.fl.us/web/judge-coates>

http://ballotpedia.org/Howard_K._Coates

<http://www.avvo.com/attorneys/33401-ft-howard-coates-1273629.html>

News on ..

<http://www.palmbeachpost.com/news/news/crime-law/scott-picks-three-for-palm-beach-county-judgeships/njZNL/>

Posted by Crystal L. Cox at 12:57 PM No comments:

Recommend this on Google

YAY Judge Colin Recused himself. Good Thing, as he has fumbled around for years. We shall HOPE that a New Judge is MORE Lawful and Ethical.

To Download

<https://drive.google.com/file/d/0Bzn2NurXrSkidVdIWENFTFZoaG8/view?usp=sharing>

1990s - Proskauer rep. iViewit + Elot

Proskauer collective acts w EB

#444K

Nashy WtjzL

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

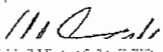
CASE NO: 502012CP004391XXXXSB
PROBATE DIVISION: IY

THE ESTATE OF
SIMON L. BERNSTEIN,
Deceased.


ORDER OF RECUSAL

SUA SPONTE, This Court hereby recuses itself in connection with the above styled case. In that this Court has discussed this case and related cases with the other two Judges in South County, it is requested that the Clerk not reassign this case to a South County Court Judge, but to randomly do so to another Probate Judge in North County.

DONE and ORDERED in chambers, at Delray Beach, Palm Beach County, Florida, this 19th day of May, 2015.



Posted by Crystal L. Cox at 12:03 PM No comments:

 Recommend this on Google

Thursday, May 21, 2015

so Ted Bernstein Never Called the Sheriff and reported a murder? never contacted a corner? and he did not report that Robert Spallina was acting as .. hmmm Check it Out

<https://drive.google.com/file/d/0Bzn2NurXrSkivGt5bVlwcE9vQ00/view?usp=sharing>

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

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

Plaintiff,

v.

Case No. 13 cv 3643

HERITAGE UNION LIFE INSURANCE
COMPANY,

Defendant,

HERITAGE UNION LIFE INSURANCE
COMPANY,


Counter-Plaintiff

v.

SIMON BERNSTEIN IRREVOCABLE
INSURANCE TRUST DTD 6/21/95

Counter-Defendant

Posted by Crystal L. Cox at 10:59 AM No comments:

 Recommend this on Google

Tuesday, May 19, 2015

Wells Fargo AGAIN ?


Visitor Analysis & System Spec

Search Referral: www.google.com/ (Keywords Unavailable)
 Host Name: bp06aloxdc-out.wellsfargo.com Browser: IE 8.0
 IP Address: 159.45.71.14 — [Label IP Address] Operating System: Win7
 Location: Saint Louis, Missouri, United States Resolution: 1600x900
 Returning Visits: 1 Javascript: Enabled
 Visit Length: Not Applicable ISP: Wells Fargo & Company

Navigation Path

Date	Time	WebPage
		www.google.com/ (Keywords Unavailable)
19 May	06:28:41	tedbernsteinreport.blogspot.com/

Posted by Crystal L. Cox at 6:52 AM No comments:

 Recommend this on Google

Friday, May 15, 2015

Petition to Remove Judge Martin Colin from the Simon and Shirley Bernstein Estate Cases in Florida. Judge Martin Colin has let massive crimes occur in his court and has seriously caused irreparable harm to the victims in this case.

Click Below to Read or Download this Court Filing

<https://docs.google.com/file/d/0Bzn2NurXrSkiRlp6bTUyVnZZYmc/edit>

Judge Martin Colin has let this Fraud, Forgery, Alleged Murder Case go on and on for years. He must, as a matter of law be removed. Judge Martin Colin has serious conflicts of interest in this case.

Filing # 27319445 E-Filed 05/14/2015 05:23:02 PM

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

TED BERNSTEIN, AS TRUSTEE PROBATE DIVISION
 OF THE SHIRLEY BERNSTEIN TRUST AGREEMENT CASE NO.: 502014CP003698XXXXSB
 DATED MAY 20, 2008, AS AMENDED,

PLAINTIFF,

V.

ALEXANDRA BERNSTEIN; ET AL.

DEFENDANTS.

Other Applicable Related Cases this Disqualification of Judge Martin Colin Should Apply to:

Case # 502012CP004391XXXXSB - Simon Bernstein Estate
 Case # 502011CP009653XXXXSB - Shirley Bernstein Estate
 Case # 502014CP002815XXXXSB - Oppenheimer v. Bernstein Minor Children
 Case # 502014CP003698XXXXSB - Shirley Trust Construction
 Case# 502015CP001162XXXXSB - Elliot Bernstein v. Trustee Simon Trust Case OLD CASE #
 502014CA014637XXXXMD

Posted by Crystal L. Cox at 5:13 AM No comments:

 Recommend this on Google

Wednesday, May 13, 2015

Heritage Union Life Insurance Company is well aware of what is going on in the Simon Bernstein Case. So is Heritage Union part of the fraud? If not then why have they, themselves not joined in to SUE Tescher & Spallina and to cry out fraud on the courts, insurance fraud and possible murder?

Letter To Mark Sarlitto ~ Senior Vice President and General Counsel of Heritage Union Life Insurance Company / WiltonRe and Chris Stroup ~ Chairman of the Board of Directors and Chief Executive Officer.

"From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]

Sent: Wednesday, May 21, 2014 6:19 AM

To: **Mark Sarlitto** ~ Senior Vice President and General Counsel @ Heritage Union Life / WiltonRe (msarlitto@wiltonre.com); **Chris Stroup** ~ Chairman of the Board of Directors and Chief Executive Officer @ Heritage Union Life / WiltonRe (cstroup@wiltonre.com)

Subject: URGENT RE INSURANCE FRAUD -

Policy Number: 1009208 on the life of SIMON L. BERNSTEIN

Dear Mr. Stroup and Mr. Sarlitto @ Heritage Union Life / Wilton RE,

I am writing regarding the Life Insurance Policy on my father, Simon L. Bernstein (deceased), Policy No. 1009208. It has come to my attention through a Federal Court case titled "Simon Bernstein Irrevocable Insurance Trust Dtd 612111995, et. al. v. Heritage Union Life Insurance Company, et. al," Case No.13 cv 3643 in the US District Court Northern District of Illinois that a claim was filed with Heritage by a one **Robert Spallina, Esq. of the law firm Tescher & Spallina PA**, acting as the Trustee for an **alleged lost trust** named "**The Simon Bernstein 1995 Irrevocable Insurance Trust**" claimed to be the Contingent Beneficiary, however **no executed copies of the Trust exist as of this date.**

Further, **Mr. Spallina represented that he has never seen nor been in possession of the lost trust**, yet he filed a claim with Heritage Union acting as the Trustee **of that lost trust he never saw or possessed.**

Further, from production documents in the Federal Case it was also learned that Spallina additionally **represented himself to the carrier as the Trustee of the alleged Primary Beneficiary of the Policy, a one LaSalle National Trust, N.A.**, of which he also is not.

The claim was **DENIED due to the inability to show a proper beneficiary and produce a legal valid trust document as beneficiary.**

Legally, a **valid executed trust instrument must be present at death for a trust to be paid any benefits and in the case of a lost beneficiary at death Florida law is clear that the benefit should be paid to the Estate of the insured.**

Mr. Spallina and his partner Donald Tescher, Esq. have **recently resigned** as Personal Representatives/Executors, Trustees and Counsel to the Estate and Trusts of Simon Bernstein, after **admittedly altering Trust documents** in my parents Estates and Trusts to illegally change beneficiaries and whose **Notary Public and Legal Assistant, a one Kimberly Moran has been arrested and convicted of Fraud** and admitted to six counts of FORGERY of estate documents, including a **POST MORTEM FORGERY** of my deceased father's name in efforts to alter the beneficiaries of my deceased mother's estate.

They also **used my deceased father to act as Personal Representative/Executor** after he was deceased and consummated a fraud **on the Florida Probate Court under Judge Martin Colin.**

After the claim was rightfully denied by Heritage, certain of Simon's children who were **wholly disinherited in the Estate** plan by both Simon and his deceased spouse Shirley, Theodore Stuart Bernstein and Pamela Simon, **filed a Breach of Contract lawsuit against Heritage Union** and in this action **Theodore suddenly now claimed he was the Trustee of the lost trust and not Spallina.**

Theodore Bernstein it has been learned from a Palm Beach County Sheriff investigation report, attached herein, is **alleged to have taken already improper distributions of assets in his alleged fiduciary capacities, AGAINST THE ADVICE OF COUNSEL.**

You will note that in Jackson National's initial opposition to the lawsuit on behalf of Heritage, **Jackson also claimed that Theodore had NO LEGAL STANDING to file the lawsuit in the first place** and was advised by counsel of such, which appears a **correct legal analysis.**

Due to these alleged **FRAUDULENT ACTIVITIES** that took place in the filing of the life insurance claim, I have contacted the Jacksonville, IL Police department and spoke with **Detective Scott Erthal** who opened **Case No. 2014000865.**

Detective Erthal then contacted me and told me **he had spoken to Carol Ann Kindred at Heritage Union and that they would be conducting the initial FRAUD investigation internally.**

I was surprised when I got the attached letter from C.A. Kindred, which attempts to inform me that **Heritage is not investigating the alleged FRAUDULENT claim** filed with the company, most surprising is **why she did not direct her letter to Detective Erthal** and instead contacted me to inform me that Heritage was **refusing to conduct an investigation.**

C.A. Kindred also stated that the Federal Court would be handling the Fraud issues and obviously Federal Courts do not conduct criminal investigations or insurance investigations.

As you may know, **life insurance carriers are legally required to attempt to find the true and proper beneficiary of an**

insurance contract upon death and in this instance no effort has been made to either contact LaSalle National Trust, N.A. to join the Federal lawsuit by the life insurance carrier or any other party and attempts are being made to pay an alleged contingent beneficiary (the lost trust, which is **not listed with the carrier as the contingent beneficiary** according to their records) without first **paying the Primary Beneficiary, a truly bizarre case.**

The Life Insurance contract has also not been produced and it appears Heritage and their Successors and their reinsurers **have all lost the contract that the Breach of Contract lawsuit was filed on**, making an almost **surreal lawsuit where neither the alleged Plaintiff, the lost trust is legally nonexistent and the contract the breach is based upon also does not exist.**

In efforts to secure the contract I am asking that you check your files for Heritage and see if you can locate one. It also has come to my attention that no one has notified the Primary Beneficiary or made any efforts to this date to make contact with them, LaSalle National Trust, N.A., which is now owned by:

Chicago Title Land Trust Company
10 South LaSalle Street, Suite 2750
Chicago, Illinois 60603
Tel: ☐ 312.223.2195

As hearings in the Federal Case are proceeding quickly, your prompt attention to these matters is required and please inform me of your work with the Jacksonville PD so that I may know if this matter has to be investigated **by Federal Authorities at this time for the initial alleged Fraudulent claim made to Heritage Union that Heritage and its successors refuse to investigate internally.**

I have contacted your offices as it appears that the Heritage Union Life Insurance Company website was taken down and refers now **to Wilton RE as the successor.**

Attorney for **Jackson National Life in the Federal case, Alexander Marks, Esq.** has told the Federal Court Judge, Amy St. Eve, that Heritage et al. while being discharged from the Federal lawsuit would be willing to help the parties in any way and this **refusal to investigate is directly opposite this claim** and if further problems stand in the way I will be forced to seek leave to have all parties **reinstated in the Federal action instantly, including now Wilton RE.**

Finally, from reviewing the production materials in the lawsuit, it appears that certain **carrier files may have been tampered with by an insider**, who Plaintiffs have claimed was willing to pay an insurance claim **without any proper beneficiary documentation and we are also looking to find who this party is.**

Thank you for your cooperation in these matters and please feel free to contact me with any questions or further information.
Eliot

Eliot I. Bernstein"

Attached the Letter were These Two Documents

<https://drive.google.com/file/d/0Bzn2NurXrSkialISQ0U1RVpqdVk/edit?usp=sharing>

<https://drive.google.com/file/d/0Bzn2NurXrSkiNkNTVzV1S1NZTEk/edit?usp=sharing>

So Heritage Union Life Insurance Company is very aware of what is going on in this case. What will they do, if anything, is yet a mystery.

Posted by Crystal L. Cox at 11:54 AM No comments:

 Recommend this on Google

Hey did one of you bad guys hide your money at Lloyds Banking Group Plc

Visitor Analysis & System Spec

Search Referral:	www.google.co.uk/ (Keywords Unavailable)		
Host Name:		Browser:	IE 8.0
IP Address:	141.92.129.44 — [Label IP Address]	Operating System:	WinXP
Location:	United Kingdom	Resolution:	1680x1050
Returning Visits:	0	Javascript:	Enabled
Visit Length:	2 mins 32 secs	ISP:	Lloyds Banking Group Plc

Navigation Path

Date	Time	WebPage
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- 13 May 08:05:19 [www.google.co.uk/ \(Keywords Unavailable\)](http://tedbernsteinreport.blogspot.co.uk/2014/02/alan-rose-wants-first-amendment-to-be.html)
tedbernsteinreport.blogspot.co.uk/2014/02/alan-rose-wants-first-amendment-to-be.html
- 13 May 08:07:51 [www.google.co.uk/ \(Keywords Unavailable\)](http://tedbernsteinreport.blogspot.co.uk/2015/04/judge-martin-colin-ordered-alan-rose.html)
tedbernsteinreport.blogspot.co.uk/2015/04/judge-martin-colin-ordered-alan-rose.html

Posted by Crystal L. Cox at 8:13 AM No comments:

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Florida Probate Fraud, Forgery and Corruption; Simon Berns' Estate Case

Florida Estate and Probate Case, Forgery, and Alleged Murder, blog written upon information, knowledge and belief of Crystal L. Cox Blogger.

Alan Rose	7020 Lions Head Lane Boca Raton	Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court
Shirley Bernstein Estate Docket	Simon Bernstein Estate Docket	7020 Lions Head Lane Boca Raton	Shirley Bernstein
Teschler, Spallina, Ted Bernstein, Proskauer Rose MAJOR Technology Theft Case	Judge David E. French	Robert Spallina	Mark Manceri
Teschler and Spallina Law Firm	Mark Manceri	Petition to Freeze Estate Assets	Estate Fraud Docket
Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca	Ted Bernstein Fraud

Monday, September 14, 2015

oh and you do know that Blogging is a Constitutionally Protected Activity RIGHT?

Do you need me to list cases to assist you in this? Besides my MAJOR, Landslide one of a kind court of appeals win, there are tons of courts that flat out state that blogging is a constitutionally protected activity.. just a factoid.

So here we go, more whining from the Ted Bernstein camp. Why? The TRUTH really would be easier. Simply DO THE RIGHT THING and OBEY the LAW.

oh and for the 10 millionth time, Eliot Bernstein DOES not control any of my blogs, never has and never will. I have a constitutionally protected right to report on this case.

Posted by Crystal L. Cox at 8:30 PM No comments:

Recommend this on Google

Hey Alan

Don't forget when tattling on me for reporting on this story, there are tons of blogs you missed such as

<http://attorneyalanrose.blogspot.com/>

Updates to ALL coming soon

<http://donaldtescher.blogspot.com/>

<http://robertspallina.blogspot.com/>

<http://judgemartincolin.blogspot.com/>

oh and hundreds of other blogs on this and connected cases exposing corruption in the Florida Probate Courts, Family Court, Police Investigations, Intellectual Property and patent lawyers and lot's more documents of undeniable PROOF. Should an honest court ever actually take a look.

Posted by Crystal L. Cox at 8:24 PM No comments:

Recommend this on Google

Saturday, September 12, 2015

POOR Baby Ted Bernstein is going to Use his Legal Power ?? to STOP the First Amendment? Or is it use legal remedies to huff and puff? So funny Ted Bernstein costs the "estate" millions and is now trying to avoid jail it sure seems and is whining of 100,000? What? Check out this whiny DRIBBLE.

To Read this WHOLE BLOG, posts on the bottom right, p page. Don't let this Florida I Insurance FRAUD and Forge YOU.

Posts

Alan B. Rose of Page Mrc & Rose LI...

Eliot Bernstein iViewit Inve Dick Wo...

Alexandra aka Monica inte Bernstein

Alan B. Rose is MADD as a l he ain't goin...

Hey Lindsay, you may want of digital...

Alan B. Rose of Page Mrc & Rose Ge...

UNITED STATES DISTRICT CC SOUTHERN DISTRICT OF ...

You know that Mark Twain is stranger...

John Pankauski, Pankauski Alan B. Rose, ...

Who does Alan B. Rose of F Fitzgerald ...

Don Sanders, Jackson Natic seems to have m...

Oh and you Spineless, Cow Lawless, Free Spee...

Burke, Warren, Mackay & S Taking a Look

Alan B. Rose of Page Mrc & Rose se...

Folks, Alan Rose is a MASSI Hypocrite. ...

Alan B. Rose, Esq. seems s suppressing speech...

Eliot Bernstein and iViewit Isn't Armonk, New York Ste neck of th...

Don Sanders, assistant VP - National Life ...

Life Reassurance Corp. - Ci Life Insu...

Judge Amy J. St. Eve is for Polk & W...

Cedarhurst, New York



My clattering rambling RANT is in BLUE.

"From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, September 11, 2015 1:12 PM

...

Subject: Online defamation

...

"The 3rd anniversary of Dad's death is approaching and I feel obligated, as his son and your brother, to reach out to you on behalf of myself and the other professionals working for Dad's trusts and estates. "

Yes Sad isn't it Ted, that you have disgraced and dishonored your father so badly, and you have harmed his grand children, seemingly forged his signature and tied up millions of his money and your mom's money and greedily did what ever you pleased while your siblings suffered. And you feel a sense of morbid "OBLIGATION" now? What a Crock of Shit.

There were NO professionals working on your Dad's Trust, It seems to me that there were crooks, forgers, liars, thieves and those who massively dishonored your Dad's wishes, oh and broke the law.

" On numerous occasions and in many different ways, I have requested that you remove all of the blogs and websites in which you are slandering and defaming me, my family, my businesses and the judges and other professionals providing service to the trusts and estates of mom and dad; but so far you have refused. "

Does Eliot have things written online about you? Hmm I can't seem to find them. I can't seem to find any websites or blogs that Eliot has about whiny baby Ted at all. And WOW crying about blogs defaming JUDGES?? What? Judges are public officials and COLIN umm he broke the law Ted for you, well not really you but to protect Tescher and Spallina for YOU. So it will all come out in a non-corrupt court one day, just keep on sitting there doing NOTHING to make things right and ENSURE your prison sentence COMING SOON, as far as I see it.

Slandering YOUR Business? Are you Kidding? Anyone who reads my news blogs that have nothing to do with Eliot, oh except he is a party to the case, well if they can read the actual DOCUMENTS then they can see you have broke the law, and looks to me personally that you were involved in your Dad's death or covering it up for whoever was.

So where is this slander of you, your family, your business? Oh and your business really? What business is that? the illegal Botox business? or the insurance business? whatever you actually do with that one?

"I also have asked you to cease publishing information about, and interfering in, the sale of our parents' home; but so far you have refused. "

Where has Eliot published anything about you? You mean documents of his case? or do you mean my blogs, that are published and COMPLETELY controlled by me, Crystal Cox, personally, as is my First Amendment right.

"To date, your actions have cost the Trust more than \$100,000 of net sales proceeds for this property alone. "

Is this a joke? Your actions have cost around a million in attorney fees right? to keep up your LIES, right? And you have sold off condos and personal property with NO money to the actual heirs, right? And you have used up, stolen or somehow hidden millions, or so it seems from the documents I have read over YEARS. And now your whining over \$100,000? WOW Alan Rose or even the Broker John Poletto got more then that right?

"As you know better than anyone, whether or not Dad adequately provided for us during his lifetime, Dad's final wishes were to leave his assets equally to his grandchildren, 3 of whom are your children. Your disappointment about this and your resulting actions are helping to ensure that most of his assets will be squandered in administrative costs and professional fees. Over the past three years, in my role as a fiduciary attempting to carry out Mom and Dad's final wishes, I have tolerated an incredible amount of abuse from you. "

Just so there is no error here to who ever you are spewing this bullshit to. YOU are the one who has hurt the grandkids and you have NOT carried out ANY final wishes. You are the abuser and NOT the VICTIM. You appear to be delusional, must be all that botox and the ???

"We hardly know one another, having virtually no contact over the past 30 years. Since our Dad died, you have made unfounded accusations about me that appear to be part of a playbook repeated by you over the past 20 years to intimidate and bully those who do not agree with you. Your motivation for slandering and defaming innocent people online is malicious and serves no purpose to the efficient administration of the trusts and estates. "

Slandering and Defaming "innocent" people? Really? Have you even read the thousands of documents of proof of the iViewit case, or even this estate case? Your CAUGHT Ted. Who ever you worked for or with at Proskauer, you are ALL caught. It is now only a matter of time before an honest court steps up to indict you ALL.

No Playbook, just Rules of Procedure and the LAW, oh and some pretty good reporting of course.

WOW, a full days wages fo National Empl...

Pam and Ted CUT out of th they seem to be...

Whatch all worried about? Judgement...

Not Getting Much Work Do ya? I sure ho...

303 East Wacker Drive Suit Chicago Illinois

STP Enterprises, Inc. - Pan

Jackson National Life Distr Register...

So Where Does Christopher Ex Proskauer...

Carol Ann Kindred at Herit Insurance...

Heritage Union Life Insur is well awar...

So, who at Jackson Nation palms, all ...

So is Pamela Simon the rea all this?...

Jackson National Life Insur has HUGE L...

oh and Don't Forget the BU CONDO and how...

More on Michael A. Wells, National Life Co...

Looks to me like Jackson N Little SPOO...

So Funny, that Heritage Ur Insurance Compa...

Heritage Union Life Insur is well awar...

Ted Bernstein



Life Insurance Concepts

Blog Posts

Is Google Really the Best W a Fraud, ...

Welcome Back, How is tha Investigation Goi...

Order for Discharge and W Counsel Tesc...

Morgan Stanley Group New Tescher & Spalli...

Judge Martin Colin seems t the Right Thi...

Why is Ted Bernstein NOT this Story? ...

Motion to Halt Hat Trick. C Believe this is ...

Hmmm.. Friend or Foe?

Alan B. Rose, Mrachek, Fit Konopka &...

Hello Marc Randazza, Welc PARTY, Hope yo...

"You endlessly level accusations against people without providing proof for what you claim. "

WHAT? Have you NOT read THOUSANDS, literally thousands of documents of proof in this and other cases connected in any way to Eliot Bernstein?

"Mom and Dad chose Tescher and Spallina to draft their documents and to act as their trusted fiduciaries upon their deaths."

YEP and Tescher and Spallina chose to go against their wishes, hook up with you and sign their name after they died and try and run off with millions. Can you say Aid and Abet?

"Members of that firm admittedly acted illegally and with poor judgment. I am sure Mom and Dad would not be pleased to learn what occurred. But their wrongdoing, which has been investigated by the proper agencies and will be addressed in a prudent manner, does not justify your continued and disruptive actions."

It doesn't? Well you helped them do those illegal acts Ted? You are the one who had poor judgement and broke the law right? Did you not work with them?

And here you are saying they admitted to the crimes, yet you want blogs talking about the crimes to stop publishing what you allege to be slander and defamation?

"Moreover, none of the people or professional firms who now provide service or act as fiduciaries, including myself, played any role in the creation of these documents. Despite these realities, you have made allegations for 3 years now, about all of us, ranging from murder, explosions and illegal Botox funding. Every allegation you have made remains only that, allegations and accusations made by you and Crystal Cox, your partner. No proof, no charges, no investigations. Nothing but carefully constructed blogs designed to trick unknowing readers.

I am not out to TRICK anyone. If these "unknowing readers" come to my blog, they can read the documents of the case and think for themselves. Read your depositions, read the police report and you claiming there was a murder then changing your story, they can KNOW as they read all of your words, and all of the documented proof that I give them and THINK for themselves. There is no requirement to believe me. I always insist that the reader have a BRAIN.

"Every single matter you are involved in results in you claiming fraud, car bombings, theft, ethical violations, professional misconduct, judicial misconduct, law suits, threats - and ultimately, online defamation of your opponents. None of these matters are related yet you use the same tactics each and every time."

Umm hey DUMBASS, there was a car bombing. Do you even give a shit that your family had someone try and murder them? hmm I guess not, why would you?

opponent?? defamation?? you mean the criminals who robbed him and his family?

"You represent yourself as an attorney, although you are not a lawyer and have no legal background or training whatsoever. Representing yourself, without competent legal counsel, you play without rules and eviscerate the boundaries and rules which counselors and judges must follow. "

Being pro se is a THING, dumb dumb. And Eliot is VERY good at it. Read the legal documents or have someone read them to you, ya um seems to be doing a very good job in the face of MASSIVE EVIL, and not just your face.

"You sued Florida Supreme Court justices, New York Supreme Court justices and dozens of companies and individuals. In New York, Judge Schiendlin has enjoined you from filing additional claims based upon your belief that your trillion-dollar technology has been stolen through a conspiracy involving courts, judges, lawyers and major tech companies, and entered sanctions against you.

"You have also litigated unsuccessfully in other states, including Nevada. Your behavior in the Palm Beach county courts is remarkably similar. You are a vexatious litigant. This appears to be a crucial part of your method."

Ummmm WHAT? Did Eliot litigate in Nevada? I have not seen

You signed a contract with Mom and Dad more than 10 years ago agreeing that you would never sue any member of your family. As a planner dealing in this area for the past 30 years, I have never heard of any other similar agreement between a child and his parents.

All of us understand that the death of Mom and Dad has been emotionally devastating for you and economically destabilizing. Your sisters and I understand the special challenges and circumstances you face and as a result, we have been extremely tolerant."

Tolerant? You have been made to obey the law and you have hated it, you have done all you can to be EVIL and have not been TOLERANT in any way"

- Alan Rose Wants the First / Be Set Asid...
- Hey Liars, Thugs, Thieves, Murdering, Gre...
- Hey Alan B. Rose, Mrackek Rose, Konop...
- Judge Martin Colin has a hi protecting the...
- I keep waiting for Judge M punish, o...
- Whatch hiding FROM Boys?
- Hey Flushing New York .. it or possib...
- Objection to Motion to Wit Personal Repres...
- Objection to Motion to Wit Personal Repres...
- I am getting me some "bad that somethin...
- Why is Heritage Union Life Company Filin...
- "Criminal Action through u: Simulated Legal Pr...
- Letter to Judge Martin Coli Opposition to Ted...
- What is Going on with Jane about not ...
- Motion for Appointment of Administrator...
- Ted Petition for Appointm Successor Personal...
- Alan Rose Esq., John J. Pai Pankauski Law F...
- Chicago Insurance and Cor Litigation Law Fi...
- Morgan Stanley Group, Tec and Tescher & ...
- Wow, the Fraud Sure Seem Up. Is Ted ...
- Full Docket Of Heritage Un Insurance Case ...
- Heritage Lawsuit Illinois, R Response Regar...
- Reported as a Murder, yet checked is medic...
- "The Document in Questior Inheritance ...
- Looks like the Tescher & S Bernstein F...

Ted Bernstein, Tescher and Spallin

- Florida Estate Forgery, Fri DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher and Spallin

- Florida Estate Forgery, Fri DOCKET

Blog Archive

- ▼ 2015(124)

"But history is repeating itself and you have turned this into an abusive tirade against your family. After 3 years of baseless accusations about fraud, frauds and fraud on the courts, enough is enough."

Baseless, Really? You hypocrite, you just admitted above that there was fraud, illegal activity and poor judgement and now it's all baseless? What a Dumb Ass.

"The online defamation and slandering is simply no longer an acceptable way for you to cope."

Not about COPING Teddy, it is about reporting on corruption in the Probate court in FLORIDA. Actually documents and information, REPORTING and not a way to "cope".

"I am not suggesting that you stop your campaign to prove what you believe - that is your prerogative. I am, however, pleading with you to immediately stop the defamation and the slander about me and the other innocent professionals."

What? Eliot cannot stop something he is not doing and Eliot is not my partner, and has no access or control over my blogs in ANY way. And there are no "innocent professionals", they know who broke the law and have not upheld their oath of honor, ethics and to the constitution. THEY have violated their professional standards and they are being exposed, period.

".. Please remove these sites from the Internet and instruct your partner, Crystal Cox, to do the same. If you do not immediately remove these sites and my name from them, you are leaving me with no other choice but to pursue all available legal remedies."

Eliot has NOT ever controlled my blogs, nor will he ever. And the TRUTH about you and these not so professional professionals will remain online, eternally, no matter what, so there is that.

Eliot is not MY PARTNER, he is one of thousands of victims of corruption I report on my thousands of blogs. So what is this huff and puff legal remedy you are going to do to Eliot about my blogs? Well I guess we shall wait and see.

Ted

Posted by Crystal L. Cox at 8:40 PM No comments:

Recommend this on Google

Friday, September 11, 2015

John Poletto, YOU are LIABLE for what Ted Bernstein and Alan Rose talked you into doing. YOU know what is LAW and what is NOT. Tell the TRUTH now and maybe avoid going to jail with them.

Visitor Analysis & System Spec			
Search Referral:	https://www.google.com/ (Keywords Unavailable)		
Host Name:	c-98-219-94-233.hsd1.fl.comcast.net	Browser/OS:	Safari iPad/ iOS
IP Address:	98.219.94.233 -- [Label IP Address]	Mobile Device:	Apple iPad
Location:	Boca Raton, Florida, United States	Resolution:	768x 1024
Returning Visits:	0	Javascript:	Enabled
Visit Length:	Not Applicable	ISP:	Comcast Cable

Navigation Path

Date	Time	WebPage
5 Sep	08:16:42	tedbernsteinreport.blogspot.com/2014/07/john-poletto-and-mark-nestler-ted.html

Posted by Crystal L. Cox at 11:25 PM No comments:

Recommend this on Google

- ▼ September(8)
 - oh and you do know the Constitution...
 - Hey Alan
 - POOR Baby Ted Bernste Use his Legal ...
 - John Poletto, YOU are I what Ted Bernstei...
 - Hello Pam, so ya ready TRUTH, the whol...
 - Oppenheimer iViewit - wait to see what h...
 - Mcknight Dallas Real Es this, what's ...
 - Hello John Pankauski, \ party of all...
- ▶ August(3)
- ▶ July(1)
- ▶ June(4)
- ▶ May(22)
- ▶ April(63)
- ▶ March(8)
- ▶ February(7)
- ▶ January(8)
- ▶ 2014(248)
- ▶ 2013(31)

Hello Pam, so ya ready to tell the TRUTH, the whole Truth and nothing but the TRUTH about Ted and Alan Rose or go to the BIG HOUSE with em?

Visitor Analysis & System Spec			
Search Referral:	https://www.google.com/ (Keywords Unavailable)		
Host Name:	c-73-22-164-177.hsd1.il.comcast.net	Browser:	Chrome 45.0
IP Address:	73.22.164.177 -- [Label IP Address]	Operating System:	Win8 .1
Location:	Northbrook, Illinois, United States	Resolution:	1920 x1080
Returning Visits:	0	Javascript:	Enabled
Visit Length:	41 seconds	ISP:	Comcast Cable

Navigation Path

Date	Time	WebPage
		https://www.google.com/ (Keywords Unavailable)
5 Sep	20:09:52	tedbersteinreport.blogspot.com/2014/06/stp-enterprises-inc-pamela-simon.html
5 Sep	20:10:22	investing.businessweek.com/research/stocks/private/snapshot.asp?privcapId=30771400 (Exit Link)
		https://www.google.com/ (Keywords Unavailable)
5 Sep	20:10:33	tedbersteinreport.blogspot.com/2014/06/stp-enterprises-inc-pamela-simon.html

Posted by Crystal L. Coxat 11:19 PM No comments:

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Oppenheimer iViewit - Gee can't wait to see what happens.. oh ya the TRUTH coming soon to a court near you.

Visitor Analysis & System Spec			
Search Referral:	https://www.google.com/ (Keywords Unavailable)		
Host Name:	c-50-186-203-60.hsd1.fl.comcast.net	Browser:	Chrome 44.0
IP Address:	50.186.203.60 -- [Label IP Address]	Operating System:	Win10
Location:	Boca Raton, Florida, United States	Resolution:	1600 x1200
Returning Visits:	0	Javascript:	Enabled
Visit Length:	Multiple visits spread over more than one day	ISP:	Comcast Cable

Navigation Path

Date	Time	WebPage
		https://www.google.com/ (Keywords Unavailable)
25 Aug	12:28:57	tedbersteinreport.blogspot.com/
		https://www.facebook.com/
25 Aug	12:29:38	tedbersteinreport.blogspot.com/
		nortonsafe.search.ask.com -- oppenheimer iviewit
6 Sep	11:48:08	tedbersteinreport.blogspot.com/2014/07/what-really-happened-in-sudden-death-of.html
		tedbersteinreport.blogspot.com/2014/07/what-really-happened-in-sudden-death-of.html
6 Sep	11:48:11	tedbersteinreport.blogspot.com/
		https://www.google.com/ (Keywords Unavailable)
8 Sep	09:04:00	tedbersteinreport.blogspot.com/2014/06/stp-enterprises-inc-pamela-simon.html
8 Sep	09:04:15	investing.businessweek.com/research/stocks/private/snapshot.asp?privcapId=30771400 (Exit Link)
		https://www.google.com/ (Keywords Unavailable)
8 Sep	09:04:26	tedbersteinreport.blogspot.com/2014/06/stp-enterprises-inc-pamela-simon.html

Posted by Crystal L. Coxat 11:14 PM No comments:


Recommend this on Google

Mcknight Dallas Real Estate - who is this, what's up?

Visitor Analysis & System Spec			
Search Referral:	www.google.com/ (#1) (Keywords Unavailable)		
Host Name:	208_86_164_214.marketscout.com	Browser:	IE 11.0
IP Address:	208.86.164.214 — [Label IP Address]	Operating System:	Win7
Location:	Dallas, Texas, United States	Resolution:	1366 x768
Returning Visits:	0	Javascript:	Enabled
Visit Length:	Not Applicable	ISP:	Mcknight Dallas Real Estate, Lp

Navigation Path

Date	Time	WebPage
		www.google.com/ (#1) (Keywords Unavailable)
11 Sep	15:02:39	tedbernsteinreport.blogspot.com/


Posted by Crystal L. Cox at 11:07 PM No comments:  Recommend this on Google

Hello John Pankauski, YOU are still a party of all this. Maybe it's time to come clean on what you know about Ted Bernstein and Alan Rose. The TRUTH will come out in the right court, an honest court one day.

Visitor Analysis & System Spec			
Search Referral:	https://www.google.com/ (Keywords Unavailable)		
Host Name:	cpe-24-164-135-152.nyc.res.rr.com	Browser:	Safari 8.0
IP Address:	24.164.135.152 — [Label IP Address]	Operating System:	OS X
Location:	New York, United States	Resolution:	1600 x900
Returning Visits:	0	Javascript:	Enabled
Visit Length:	35 mins 36 secs	ISP:	Time Warner Cable

Navigation Path

Date	Time	WebPage
		https://www.google.com/ (Keywords Unavailable)
11 Sep	22:21:22	tedbernsteinreport.blogspot.com/2014_05_01_archive.html
		https://www.google.com/ (Keywords Unavailable)
11 Sep	22:49:25	tedbernsteinreport.blogspot.com/
		tedbernsteinreport.blogspot.com/
11 Sep	22:50:08	tedbernsteinreport.blogspot.com/2014/06/john-pankauski-pankauski-law-firm-alan.html
		https://www.google.com/ (Keywords Unavailable)
11 Sep	22:50:31	tedbernsteinreport.blogspot.com/
		tedbernsteinreport.blogspot.com/
11 Sep	22:50:57	tedbernsteinreport.blogspot.com/2014/02/alan-rose-esq-john-j-pankauski.html
		https://www.google.com/ (Keywords Unavailable)
11 Sep	22:51:22	tedbernsteinreport.blogspot.com/
		https://www.google.com/ (Keywords Unavailable)
11 Sep	22:56:58	tedbernsteinreport.blogspot.com/2014/06/so-what-perp-do-we-have-at-proskauer.html

Posted by Crystal L. Cox at 11:04 PM No comments:  Recommend this on Google

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WILL OF
SIMON L. BERNSTEIN

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT - 2 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

2014CP003698
PLAINTIFF'S
EXHIBIT
4

LAW OFFICES
TESCHER & SPALLINA, P.A.

P4
12-15-15

TS004297

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, 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 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 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 no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

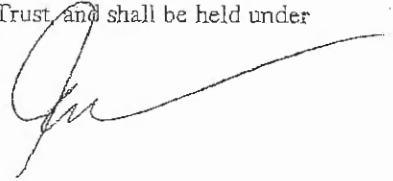
Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "*Shirley Trust*"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "*Existing Trust*"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and 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

LAST WILL
OF SIMON L. BERNSTEIN

LAW OFFICES
TESCHER & SPALLINA, P.A.



TS004298

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.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. Appointment and Bond. I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "*fiduciary*"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. Powers of Personal Representatives. My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

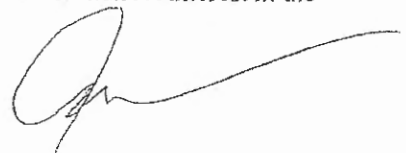
c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

LAST WILL
OF SIMON L. BERNSTEIN

-2-

LAW OFFICES
TESCHER & SPALLINA, P.A.



TS004299

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "*Business Entities*"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

LAST WILL
OF SIMON L. BERNSTEIN

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LAW OFFICES
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TS004300

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

LAST WILL
OF SIMON L. BERNSTEIN

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LAW OFFICES
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TS004301

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. Survivorship. A beneficiary is not deemed to survive me unless he or she survives me by five days.

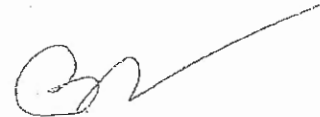
4. Death Costs. My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

LAST WILL
OF SIMON L. BERNSTEIN

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LAW OFFICES

TESCHER & SPALLINA, P.A.



TS004302

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof. Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. Reimbursement for Debts and Expenses. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. Expenses of Handling Tangible Personal Property. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. Dealing with Estate. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. Spouse. The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

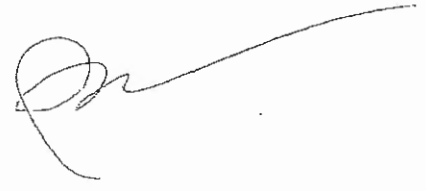
9. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

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LAST WILL
OF SIMON L. BERNSTEIN

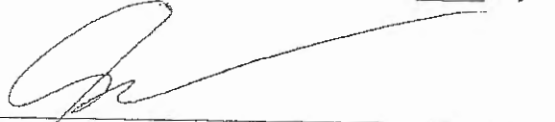
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LAW OFFICES
TESCHER & SPALLINA, P.A.

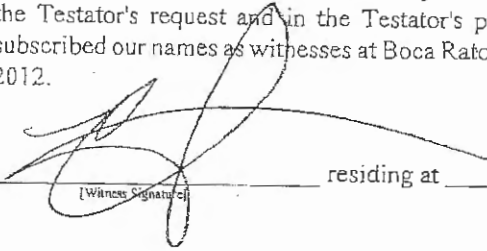


TS004303

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 25 day of July, 2012.


SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 27 day of July, 2012.


[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

Kimberly Moran
[Witness Signature] residing at Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

LAST WILL
OF SIMON L. BERNSTEIN

LAW OFFICES
TESCHER & SPALLINA, P.A.

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

[Signature]
SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran

have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

[Signature]
Witness

Kimberly Moran
Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (state type of identification) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (state type of identification) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (state type of identification) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

[Signature]
Signature - Notary Public State of Florida
Lindsay Baxley
Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

LAST WILL
OF SIMON L. BERNSTEIN

LAW OFFICES
TESCHER & SPALLINA, P.A.

U.S. Income Tax Return for an S Corporation

2007

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
EXTENSION GRANTED TO 09/15/08

For calendar year 2007, or tax year beginning

, and ending

A S election effective date 09/01/2006	Use the IRS label. Otherwise, print or type.	Name LIC HOLDINGS INC	D Employer identification number 20-5290314
B Business activity code number (see instructions) 524290		Number, street, and room or suite no. If a P.O. box, see instructions. 950 PENINSULA CORP. CIR., SUITE 3010	E Date incorporated 09/01/2006
C Check if Sch. M-3 attached <input checked="" type="checkbox"/>		City or town, state, and ZIP code BOCA RATON, FL 33487	F Total assets (see instructions) \$ 10,509,513.

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No If "Yes," attach Form 2553 if not already filed

H Check if: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination or revocation

I Enter the number of shareholders in the corporation at end of the tax year **▶ 13**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Gross receipts or sales 38,419,667.	b Less returns and allowances	c Bal ▶	1c	38,419,667.
	2 Cost of goods sold (Schedule A, line 8)			2	
	3 Gross profit. Subtract line 2 from line 1c			3	38,419,667.
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4	<1,520.>
	5 Other income (loss) (attach statement) STATEMENT 1			5	58,945.
	6 Total income (loss). Add lines 3 through 5			▶ 6	38,477,092.
Deductions (See instructions for limitations)	7 Compensation of officers STATEMENT 2			7	5,498,526.
	8 Salaries and wages (less employment credits)			8	4,103,690.
	9 Repairs and maintenance			9	20,041.
	10 Bad debts			10	
	11 Rents			11	201,637.
	12 Taxes and licenses STATEMENT 3			12	167,695.
	13 Interest			13	118,560.
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14	61,587.
	15 Depletion (Do not deduct oil and gas depletion.)			15	
	16 Advertising			16	106,971.
	17 Pension, profit-sharing, etc., plans			17	
	18 Employee benefit programs			18	20,350.
	19 Other deductions (attach statement) STATEMENT 4			19	16,576,999.
	20 Total deductions. Add lines 7 through 19			▶ 20	26,876,056.
	21 Ordinary business income (loss). Subtract line 20 from line 6			21	11,601,036.

Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a		22c
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b			
	23 a 2007 estimated tax payments and 2006 overpayment credited to 2007	23a		23d
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c			
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			24	
25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
27 Enter amount from line 26 Credited to 2008 estimated tax ▶	Refunded ▶		27	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here ▶ Signature of officer _____ Date _____ Title _____

May the IRS discuss this return with the preparer shown below (see instr.?) Yes No

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN P00127193
	Firm's name (or yours if self-employed), address, and ZIP code	EIN		59-2147155
	GOLDSTEIN LEWIN & CO. 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486	Phone no. (561) 994-5050		

FORM 1120S OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
MISCELLANEOUS INCOME	58,945.
TOTAL TO FORM 1120S, PAGE 1, LINE 5	58,945.

FORM 1120S COMPENSATION OF OFFICERS STATEMENT 2

NAME OF OFFICER	SOCIAL SECURITY NUMBER	TIME DEVOTED TO BUSINESS	PCT OF STOCK	AMOUNT OF COMPENSATION
SIMON BERNSTEIN	371-32-5211		33.00%	404,199.
TED BERNSTEIN	319-64-1912		45.00%	2,719,935.
WILLIAM STANSBURY	212-54-9407		10.00%	2,374,392.
TOTAL COMPENSATION OF OFFICERS				5,498,526.
LESS: COMPENSATION CLAIMED ELSEWHERE EMPLOYMENT CREDIT REDUCTION				
TOTAL TO FORM 1120S, PAGE 1, LINE 7				5,498,526.

FORM 1120S TAXES AND LICENSES STATEMENT 3

DESCRIPTION	AMOUNT
TAXES- PAYROLL	164,314.
TAXES- PROPERTY	750.
LICENSES & PERMITS	2,165.
LICENSES & PERMITS	466.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	167,695.

FORM 1120S OTHER DEDUCTIONS STATEMENT 4

DESCRIPTION	AMOUNT
ALARM & GUARD SERVICE	6,154.
AMORTIZATION EXPENSE	559.
AUTOMOBILE EXPENSE	18,152.
BANK SERVICE CHARGES	3,316.
COMMISSION EXPENSE	2,831,110.

Department of the Treasury
Internal Revenue Service (77)

▶ Do not file this form unless the corporation has filed or is
attaching Form 2553 to elect to be an S corporation.
EXTENSION GRANTED TO 09/15/09

For calendar year 2008 or tax year beginning

, and ending

A S election effective date 09/01/2006	Use the IRS label. Otherwise, print or type.	Name LIC HOLDINGS INC	D Employer identification number 20-5290314
B Business activity code number (see instructions) 524290		Number, street, and room or suite no. If a P.O. box, see instructions. 950 PENINSULA CORP. CIR., SUITE 3010	E Date incorporated 09/01/2006
C Check if Sch. M-3 attached <input checked="" type="checkbox"/>		City or town, state, and ZIP code BOCA RATON, FL 33487	F Total assets (see instructions) \$ 4,151,405.

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No If "Yes," attach Form 2553 if not already filed

H Check if: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year **13**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Gross receipts or sales 39,421,306	b Less returns and allowances	c Bal	1c	39,421,306.
	2 Cost of goods sold (Schedule A, line 8)			2	
	3 Gross profit. Subtract line 2 from line 1c			3	39,421,306.
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4	
	5 Other income (loss) (attach statement) STATEMENT 1			5	150,154.
	6 Total income (loss). Add lines 3 through 5			6	39,571,460.
Deductions (See instructions for limitations)	7 Compensation of officers STATEMENT 2			7	9,402,142.
	8 Salaries and wages (less employment credits)			8	5,391,007.
	9 Repairs and maintenance			9	4,295.
	10 Bad debts			10	
	11 Rents			11	350,691.
	12 Taxes and licenses STATEMENT 3			12	505,672.
	13 Interest			13	22,222.
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14	113,751.
	15 Depletion (Do not deduct oil and gas depletion.)			15	
	16 Advertising			16	194,719.
	17 Pension, profit-sharing, etc., plans			17	103,791.
	18 Employee benefit programs			18	
	19 Other deductions (attach statement) STATEMENT 4			19	21,637,874.
	20 Total deductions. Add lines 7 through 19			20	37,726,164.
	21 Ordinary business income (loss). Subtract line 20 from line 6			21	1,845,296.

Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a		
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b			22c
	23 a 2008 estimated tax payments and 2007 overpayment credited to 2008	23a		
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c			23d
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			24
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26
27 Enter amount from line 26 Credited to 2009 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>			27	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____ Title _____

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN P00127193
	Firm's name (or yours if self-employed), address, and ZIP code	EIN		59-2147155
	GOLDSTEIN LEWIN & CO. 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486		Phone no. (561)994-5050	

FORM 1120S OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
MISCELLANEOUS INCOME	150,154.
TOTAL TO FORM 1120S, PAGE 1, LINE 5	150,154.

FORM 1120S COMPENSATION OF OFFICERS STATEMENT 2

NAME OF OFFICER	SOCIAL SECURITY NUMBER	TIME DEVOTED TO BUSINESS	PCT OF STOCK	AMOUNT OF COMPENSATION
SIMON BERNSTEIN	371-32-5211		33.00%	3,756,299.
TED BERNSTEIN	319-64-1912		45.00%	5,225,825.
WILLIAM STANSBURY	212-54-9407		10.00%	420,018.
TOTAL COMPENSATION OF OFFICERS				9,402,142.
LESS: COMPENSATION CLAIMED ELSEWHERE EMPLOYMENT CREDIT REDUCTION				
TOTAL TO FORM 1120S, PAGE 1, LINE 7				9,402,142.

FORM 1120S TAXES AND LICENSES STATEMENT 3

DESCRIPTION	AMOUNT
TAXES - PAYROLL	498,819.
LICENSES & PERMITS	6,853.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	505,672.

FORM 1120S OTHER DEDUCTIONS STATEMENT 4

DESCRIPTION	AMOUNT
ALARM & GUARD SERVICE	1,487.
AMORTIZATION EXPENSE	600.
AUTOMOBILE EXPENSE	53,167.
COMMISSION EXPENSE	4,469,172.
COMPUTER SUPPLIES & EXPENSE	91,204.
CONSULTING	302,540.
DUES & SUBSCRIPTIONS	50,591.

EDUCATION & TRAINING	162,085.
EQUIPMENT RENTAL	4,300.
FEES - SERVICE FEE	24,936.
FEES- ADMIN MANAGER	9,485.
FEES- APPLICATION	834,000.
FEES- CONTROL AGREEMENT	17,300.
FEES- LETTER OF CREDIT	650.
FEES- LOAN UTILIZATION	8,604,753.
FEES- LOAN UTILIZATION 2ND YEAR	1,038,954.
FEES- LOAN UTILIZATION 3RD YEAR	45,334.
FEES- LOAN UTILIZATION SUBSEQUE	155,387.
FEES- NOTE STRUCTURE	1,897,500.
FEES- PLACEMENT	763,318.
FEES- TRUSTEE	43,703.
FEES- WIRE TRANSFER	15,835.
FORFEITED DEPOSITS	878,111.
INSURANCE	273,689.
INTERNET FEES	34,617.
LEGAL & ACCOUNTING	594,873.
MEALS - IN HOUSE	108,779.
MEALS AND ENTERTAINMENT	16,211.
MEDICAL UNDERWRITING	335,873.
MOVING	100.
OFFICE EXPENSE & SUPPLIES	171,555.
PAYROLL FEE	6,804.
POSTAGE & DELIVERY	43,456.
PRINTING & REPRODUCTION	49,806.
RECRUITMENT	3,011.
TELEPHONE	88,795.
TRAVEL	424,575.
UTILITIES	21,318.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	21,637,874.



Relationship Summary

088949-000 TT/SIMON L BERNSTEIN IRREVTR

As of August 31, 2012

CONTACTS

Private Client Advisor:

CARECE M. RUFE

302-651-8248

crufe@wilmingtontrust.com

CORPORATE HEADQUARTERS

Rodney Square North

1100 North Market Street

Wilmington DE 19890-0001

877-836-9206

www.wilmingtontrust.com

IMPORTANT INFORMATION

On July 1, 2012, Wilmington Trust converted to a new trust and investment management system. This statement is produced from our new system which reflects information in a slightly different format. Please note that year to date fields will include cumulative data with a start date of July 1, 2012, but will not include data or totals from the first six months of 2012. If you have any questions, please contact your relationship team.

For clients invested in the Wilmington Trust Common Trust Funds, audited financial reports are prepared annually for the funds and are available to you at no charge. If you would like to receive copies of these reports, please contact your Relationship Manager. Wilmington Trust receives an administration fee from the common trust funds equal to 0.10% annually of the market value of the common trust funds held in client accounts.

1602671 02 AT 0.744 **AUTO 9 1 4704 33496 000023999 0001N ■



SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496-5931



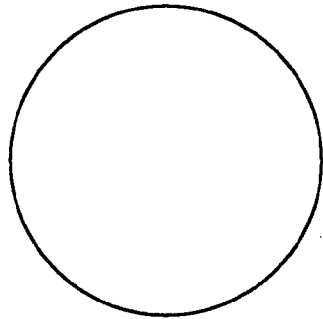
Market Value Summary







088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

ASSET ALLOCATION

CURRENT RELATIONSHIP MARKET VALUE: \$2,829,962



	Equity	0%
	Fixed Income	0%
	Inflation Hedges	0%
	Hedged Strategies	0%
	Cash & Currency	
	Other Assets	100%

	MARKET VALUE (M/V) As of 7/31/2012	NET CONTRIBUTIONS (WITHDRAWALS)	MARKET VALUE (M/V) CHANGE	MARKET VALUE (M/V) As of 8/31/2012
TOTAL PRINCIPAL	\$2,842,462	\$0	\$0	\$2,842,462
TOTAL INCOME	(\$12,500)	\$0	\$0	(\$12,500)
TOTAL	\$2,829,962	\$0	\$0	\$2,829,962

Net contribution/withdrawal figures include fees. Market value figures include accruals.





WILMINGTON TRUST

Income Summary

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

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	From 7/31/2012 through 8/31/2012		Calendar Year to Date	
	TAXABLE	TAX EXEMPT	TAXABLE	TAX EXEMPT
TOTAL PRINCIPAL	\$0	\$0	\$0	\$0
TOTAL INCOME	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0

Realized Gain/(Loss) Summary

	From 7/31/2012 through 8/31/2012		Calendar Year to Date	
	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM
TOTAL PRINCIPAL	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0

Realized gain/(loss) figures do not include currency gain/(loss).



Summary of Investments

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

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INVESTMENT CATEGORY	MARKET VALUE (M/V) As of 7/31/2012	% OF M/V	MARKET VALUE (M/V) As of 8/31/2012	% OF M/V
PRINCIPAL PORTFOLIO(S)				
Cash & Currency				
Uninvested Cash	(\$729.06)	(0.03)	(\$729.06)	(0.03)
TOTAL Cash & Currency	(729.06)	(0.03)	(729.06)	(0.03)
Other Assets				
Privately Held Partnerships	2,843,190.72	100.03	2,843,190.72	100.03
TOTAL Other Assets	2,843,190.72	100.03	2,843,190.72	100.03
TOTAL PRINCIPAL PORTFOLIO(S)	2,842,461.66	100.00	2,842,461.66	100.00
INCOME PORTFOLIO(S)				
Cash & Currency				
Uninvested Cash	(12,500.00)	100.00	(12,500.00)	100.00
TOTAL Cash & Currency	(12,500.00)	100.00	(12,500.00)	100.00
TOTAL INCOME PORTFOLIO(S)	(12,500.00)	100.00	(12,500.00)	100.00
GRAND TOTAL(S)	2,829,961.66		2,829,961.66	





WILMINGTON
TRUST

Summary of Activity

088949-000 TT/SIMON L BERNSTEIN IRREV TR

August 1, 2012 through August 31, 2012

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	AMOUNT
PRINCIPAL	
OPENING CASH & CASH MANAGEMENT BALANCES:	(\$729.06)
RECEIPTS	
No activity during this period	
DISBURSEMENTS	
No activity during this period	
CLOSING CASH & CASH MANAGEMENT BALANCES:	(729.06)
INCOME	
OPENING CASH & CASH MANAGEMENT BALANCES:	(12,500.00)
RECEIPTS	
No activity during this period	
DISBURSEMENTS	
No activity during this period	
CLOSING CASH & CASH MANAGEMENT BALANCES:	(12,500.00)

Investment Detail
088949-000 TT/SIMON L BERNSTEIN IRREVTR
As of August 31, 2012

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<u>QUANTITY</u> <u>DESCRIPTION</u>	<u>MARKET VALUE (M/V)</u> <u>MARKET UNIT PRICE</u>	<u>%M/V</u>	<u>FEDERAL TAX COST</u> <u>AVERAGE UNIT COST</u>	<u>UNREALIZED</u> <u>GAIN/(LOSS)</u>	<u>ACCRUED</u> <u>INCOME</u>	<u>ESTIMATED</u> <u>ANNUAL INCOME</u>	<u>YIELD (%)</u> <u>YTM (%)</u>
PRINCIPAL PORTFOLIO(S)							
Cash & Currency							
(729.0600)	(\$729.06)	(0.03)	(\$729.06)	\$0.00	\$0.00	\$0.00	0.00
CASH	1.0000		1.00				
TOTAL Cash & Currency	(729.06)	(0.03)	(729.06)	0.00	0.00	0.00	0.00
Other Assets							
BERNSTEIN FAMILY INVESTMENTS, LLLP (49.5% INTEREST) CUSIP 99W764AB3	2,843,190.72	100.03	1,915,456.39	927,734.33	0.00	0.00	0.00
TOTAL Other Assets	2,843,190.72	100.03	1,915,456.39	927,734.33	0.00	0.00	0.00
TOTAL PRINCIPAL PORTFOLIO(S)	2,842,461.66	100.00	1,914,727.33	927,734.33	0.00	0.00	0.00
INCOME PORTFOLIO(S)							
Cash & Currency							
(12,500.0000)	(12,500.00)	100.00	(12,500.00)	0.00	0.00	0.00	0.00
CASH	1.0000		1.00				
TOTAL Cash & Currency	(12,500.00)	100.00	(12,500.00)	0.00	0.00	0.00	0.00
TOTAL INCOME PORTFOLIO(S)	(12,500.00)	100.00	(12,500.00)	0.00	0.00	0.00	0.00
GRAND TOTAL(S)	2,829,961.66		1,902,227.33	927,734.33	0.00	0.00	0.00





WILMINGTON
TRUST

Activity Detail

088949-000 TT/SIMON L BERNSTEIN IRREV TR

August 1, 2012 through August 31, 2012

Page 6 of 7

DATE	TYPE	QUANTITY DESCRIPTION	AMOUNT
PRINCIPAL			
OPENING CASH & CASH MANAGEMENT BALANCES:			(8729.06)
Cash balances are invested on a daily basis.			
No activity during this period			
CLOSING CASH & CASH MANAGEMENT BALANCES:			(729.06)
INCOME			
OPENING CASH & CASH MANAGEMENT BALANCES:			(12,500.00)
Cash balances are invested on a daily basis.			
No activity during this period			
CLOSING CASH & CASH MANAGEMENT BALANCES:			(12,500.00)



Other Information

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

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The market value and estimated income information contained in this statement reflect market quotations at the close of your statement period and may not reflect current values. This statement should not be used to prepare tax documents. Information for tax reporting purposes will be reflected in your annual Wilmington Trust Tax Information Letter. Please contact your relationship manager if you have any questions.

The Estimated Annual Income (EAI) has been provided for comparison purposes only. EAI may be based on historical information for equities and commingled vehicles such as funds and private placements.

You have 180 days from your receipt of this report to notify Wilmington Trust in writing of your objection to or disapproval of any item set forth in this report. If you do not deliver a written objection or disapproval to Wilmington Trust within the time period stated above, the matters contained in this report shall be deemed to be approved by you and you will be prevented from later asserting any objection or disapproval.

If you do make an objection or disapproval of any item set forth in this report your claim will be limited to the applicable state statute of limitations and will begin to run on the date that you received this report. A claim may be precluded earlier by adjudication, release, consent, limitation or otherwise. We suggest that you consult with your attorney concerning limitation periods that may affect your rights to bring a claim.



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

IN RE:

Case No. 502012CP004391XXXXNBIH

ESTATE OF SIMON BERNSTEIN,

Deceased.

_____/

**MOTION IN OPPOSITION TO PLAINTIFF'S MOTION TO (i) APPROVE
COMPROMISE AND SETTLEMENT, (ii) APPOINT A TRUSTEE FOR THE TRUSTS
CREATED FOR D.B., JA.B. AND JO.B., AND (iii) DETERMINE COMPENSATION
FOR GUARDIAN AD LITEM (2) CASE MANAGEMENT CONFERENCE**

1. I am an "interested person" and named beneficiary in the Estate of Shirley Bernstein and Simon Bernstein and contrary to the filings and positions of Ted Bernstein and his attorney Alan Rose, I do in fact have "Standing" to be heard in all of these cases and am a named beneficiary in the dispositive documents and Object to all of these motions which require evidentiary hearings to be heard at a UMC hearing and respectfully request that proper Special Set Hearings be calendared after Dec. 15, 2016 as I remain under Medical Care as all the parties are aware. See attached Exhibit 1 - MD Note.
2. There is no Order issued on the "standing" issue in the case of the Estate of Shirley Bernstein and Simon Bernstein despite the misleading claims of Alan Rose to this Court in his pleading in further attempts to obstruct justice.
3. I file these Objections for all 3 cases in which Ted Bernstein and attorney Alan Rose have recently moved this Court for relief on November 22, 2016 improperly moved for relief at UMC Hearings under Case Numbers:
 - a. Case # 502012CP004391XXXXSB – Simon Bernstein Estate

- b. Case # 502011CP000653XXXXSB – Shirley Bernstein Estate
 - c. Case # 502014CP003698XXXXNB – Shirley Trust Construction
4. Both Ted Bernstein and his attorney Alan Rose are well aware of the Serious Medical conditions I am under and have been provided copies on multiple occasions from a Florida Licensed Doctor of Doctor's Instructions to Avoid Stress, which could result in life threatening injury. Ted Bernstein and Alan Rose have known this for many weeks now as this condition has been raised in filings at the 4th District Court of Appeals.
 5. I made a written request by email and asked attorney Alan Rose to voluntarily Reschedule these motions off the Nov. 22nd calendar based on the ongoing Medical treatment and instructions until after December 15th, 2016 but Mr. Rose has refused to do so. Proof of the Medical Treatment and Ongoing Care was attached to my request. See Attached Exhibit 2 - Email to Rose re Reschedule Hearings.
 6. I reserve the right to file more detailed Objections to all of the relief requested by Ted Bernstein and his attorney Alan Rose in these 3 cases and seek an Extension of Time and / Or Continuance to do so based upon Serious Medical conditions and the failure to be properly served in these matters.
 7. This Court is notified that virtually every Order in all of the cases of prior Judges Colin and Phillips are subject to being vacated under Florida Rules of Civil Procedure 1.540(b) on Fraud grounds but because of my medical conditions and the limited amount of time I can dedicate each day that it will take me 30 days to prepare and file proper motions for each case, which is subject to schedule change as in addition to repeated "sharp practices" by multiple attorneys including Alan Rose for Ted Bernstein and Steve Lessne for the Oppenheimer Trust case I am regularly faced with having to respond to

improperly Noticed motions and hearings and then subject to “tag teaming” motions in the 15th Judicial Court cases timed to coincide with Appeal deadlines at the 4th DCA. For example on this day, Nov. 22, 2016, I am hit with 3 hearings in this Court and 3 briefs due at the 4th DCA and all while all parties have full notice of the dangers of stress medically to me at this time.

8. Further, that both attorney Alan Rose and his client Ted Bernstein have mislead the prior Courts and are now misleading this Court under newly Assigned Judge Scher through an elaborate evolving “storyline” that changes over time but will not withstand proper Evidentiary hearings after proper Discovery.
9. Unraveling the multi-year elaborate scheme takes time which is further why I request an Extension and Continuance to file further Objections as in some instances there are contradictory statements from Ted Bernstein, Alan Rose and others from statements made to the PBSO, in some instances the statements are contradictory to prior Testimony in the cases, in other instances contradictory to other filings and so on.
10. In the Notice of Administration document filed in the Shirley Bernstein case, I am in fact listed as a Beneficiary and the 10 grandchildren are nowhere Noticed or listed in this Document. Attached Exhibit 3- Shirley Bernstein Estate Notice of Administration.
11. In the Notice of Administration document sworn to and filed by attorneys Tescher & Spallina in the Estate of Simon Bernstein under Case No. 502012CP004391XXXXSB, once again I am listed as a Beneficiary and the 10 grandchildren are never Noticed or mentioned. Attached Exhibit 4 - Simon Bernstein Estate Notice of Administration.
12. In addition to “Standing” having never been determined by any Order in the Shirley Bernstein Estate case, the “Standing” issues were never determined by Judge Phillips at

any Evidentiary Hearing or after any Construction hearing, as none has ever been held, but instead was determined at a Non-evidentiary UMC Hearing and my “standing” was removed in several of the cases based on the fact that I could not quote the proper Statute section during a UMC hearing despite my stating that I was a named beneficiary in the documents, an interested party and guardian for my children.

13. The alleged “Validity Trial” which is on Appeal to the 4th District Court of Appeals not only was Ordered in an improper case after Judge Phillips was misled or just went along with Alan Rose, but even the “Validity” trial hearings held were not hearings on the “construction” of the alleged documents and no standing hearing occurred nor any construction hearing.

14. This Court is Noticed that just one of the misleading acts of Ted Bernstein and his attorney Alan Rose is failing to notify Judge Phillips at an alleged Guardianship hearing conducted improperly without proper Recordings and procedure that the Dead body of one Mitchell Huhem, age 45, was found at one of the very properties from these Estate and Trust cases being the primary residence of my parents Simon and Shirley Bernstein at 7020 Lions Head Lane, Boca Raton, Fl shortly after moving into the home after a contested Probate Sale, being allegedly found on or around FEB. 23rd, 2015 after discovering likely Felony Fraud in the Incorporation and setup of a Land Trust to transfer this property by Ted Bernstein and Alan Rose and that the Dead body was allegedly from Gunshot wounds to the head so gruesome that allegedly Mitchell Huhem’s wife Debra Huhem did not even look at the body.

15. This improperly conducted Guardianship hearing with Judge Phillips came after a Motion Hearing the same day in the US District Court of Illinois in relation to litigation

over “missing” Life Insurance policies of Simon Bernstein and missing Trusts where I had filed a Motion for Injunctive relief under the All Writs Act in the federal Court due to the extensive and pervasive fraud in the cases, Missing Discovery, Missing Documents and Missing “Millions” unaccounted for in these cases where it was known several days before to parties involved with Mitch Huhem that I would be reporting the fraud discovered in the Incorporation of the Land Trust to federal authorities and into the federal court.

16. That home furnishings in the home where all property of Shirley Bernstein’s Estate when she died and none are listed on the Shirley Bernstein Inventory and therefore as it was her Personal Property it should have been inventoried at her death.
17. Despite the All Writs act Injunction Petition showing the Missing “Millions” and Missing documents and evidence in the related cases which also notified the Federal Court of the newly discovered fraud in the Incorporation of the Land Trust allegedly used to improperly transfer Trust and Estate property to Mitchell Huhem and his wife Deborah, neither Ted Bernstein nor the attorneys acting for him on this day notified the Federal Court that Mitchell Huhem’s dead body had just been found at the Lions Head lane property allegedly 2 days before the Court hearing in federal Court.
18. While the US District Court did not grant the immediate Injunctive relief sought in that Court, it also did not strike the Petition and issued a Minute Order denying to strike the Petition from the federal court proceeding.
19. Yet, later the same day, Ted Bernstein and Alan Rose show up at Judge Phillip’s Court for the improperly heard Guardianship proceeding failing to Notify the State Court that one of the parties that Ted Bernstein and Alan Rose were doing Estate and Trust property

business with alleged as fraudulent by myself was now Dead allegedly by Gun Wounds to the head at the very same property.

20. Attached as Exhibit 5 is the All Writs Act injunction Petition which I incorporate herein by reference and can be used as a roadmap to this Court on the extensive frauds, conflicts of interests, Missing Documents, Missing evidence, Missing records and Missing “Millions” such that all motions by Ted Bernstein and Alan Rose should be denied at this time and a continuance or extension granted to file completed motions with this Court and schedule necessary Evidentiary hearings after Discovery and even Depositions.
21. This Court is further notified that Ted Bernstein’s sworn Petition attempting to close this Estate conflicts in part with prior Hearings even with Judge Colin and an extension granted for further motions to be filed herein.
22. Upon information and belief, the source being documents and information obtained through the Freedom of Information laws of Florida from the Palm Beach County Sheriff’s Office (“PBSO”) and Palm Beach County Medical Examiner’s Office in the Mitch Huhem Death case at the Lions Head Lane property, Ted Bernstein is the **ONLY** **Central witness who apparently Refused** to have his Statement Recorded by the PBSO in the Huhem Investigation despite allegedly being Scheduled to Meet with Mitch Huhem on the day in question when the Dead body was Discovered with the gruesome Gun Shot wounds to the head.
23. In fact, despite being scheduled for a Business Meeting with Mitch Huhem on the very day in question, Ted Bernstein’s “statement” was not taken by the PBSO until several months after the body was found. See, Attached Exhibit 6 - Ted Bernstein Statement Huhem PBSO Homicide Investigation..

24. While thus far the PBSO has ruled the death a Suicide, there are Open Internal Affairs investigations not only relating to the crimes alleged in these Estate and Trust cases by Ted Bernstein and others but also an Open part in relation to the Huhem investigation where upon information and belief there are contradictory records and statements about when the body was first discovered and by who and the time of death and other.
25. This Court is also notified that Ted Bernstein has testified at the Validity Trial to never having seen or been in possession of any ORIGINALS of the Dispositive Documents in these cases while attorney Alan Rose is mixed up in the chain of custody of other certain “originals” and should be conflicted out as a Witness at this time. See Attached Exhibit 5 - All Writs.
26. The Court should further be aware that there have already been Admissions to fraud and forgery in the Shirley Estate case by Tescher & Spallina employee and Notary Kimberly Moran.
27. Further, that lead Partner Donald Tescher on the Simon and Shirley Estates and Trusts plans admitted in Depositions that other frauds were discovered in the case committed by his Partner Robert Spallina but his firm kept silent for nearly a year on their wrongdoing, Spallina even denying knowledge of further misconduct to this Court while knowing of frauds he committed. See Attached Exhibit 7 - Deposition Tescher¹
- <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709TescherDepositionAndExhibits.pdf>
28. This Court is further Notified that attorneys Tescher and Spallina entered into Consent Orders with the SEC in relation to improper Fiduciary conduct in an Insider Trading case which upon information and belief still has an Open FBI Investigation to one of the

¹ Donald Tescher Deposition
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709%20Tescher%20Deposition%20and%20Exhibits.pdf>

central Fiduciaries from these Estate and Trust cases. See, Attached Exhibit 8 - SEC Consent Orders for Robert Spallina, Esq. and Donald Tescher, Esq.

29. Further, that serious Due process issues are also raised in relation to the improperly held “Validity” Trial which includes but is certainly not limited to Missing Discovery and absence of standard Pre-Trial and improperly limiting such Trial to preclude necessary Witnesses such as Donald Tescher and Kimberly Moran and others.

30. I make reference to a series of Filings that have not been properly heard in these proceedings and that related to the widespread fraud alleged and already proven in certain instances and that these should be considered for further Scheduling in all of these cases:

- a. May 2013 Emergency Hearing Fraud Simon and Shirley Estate and Trust Cases - Injunction

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

- b. All Writs Motion on Judge Colin’s Disqualification and as a Necessary Material Fact Witness

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf>

- c. Disqualification Motion Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

Notice of Corrections to Phillips Disqualification

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141204%20FINAL%20SIGNED%20NOTICE%20OF%20CORRECTIONS%20DISQUALIFICATION%20JUDGE%20PHILLIPS.pdf>

Motion for New Trial Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151231%20FINAL%20E-SIGNED%20MOTION%20FOR%20NEW%20TRIAL%20STAY%20INJUNCTION%20PHILLIPS%20ECF%20STAMPED%20COPY.pdf>

31. In the Dec 15, 2015 hearing Spallina admits further new frauds regarding the estate and trusts of Shirley Bernstein, including federal mail fraud and fraudulent creation of a Shirley Trust Agreement and dissemination of the document to my minor children's counsel, Christine C. Yates, Esq. of Tripp Scott law firm.
32. The April 09, 2012 Petition for Discharge is fraudulent and already exposed as fraudulent by Colin, who proffered at the time, in a September 13, 2013 hearing upon discovery that the April 09, 2012 document was deposited with the Court fraudulently POST MORTEM for Simon Bernstein by Ted Bernstein's counsel, Tescher & Spallina, PA and therefore was yet another not legally valid document, constituting enough evidence at the time of fraud on the court and fraud on the beneficiaries for Colin to state he had enough evidence from their admissions to read Ted Bernstein, Robert Spallina, Donald Tescher and Mark Manceri their Miranda rights.
33. Colin made this statement regarding Miranda's twice in that hearing, once in regard to the Moran six fraudulently notarized and forged filings for six separate parties, including my father Post Mortem and once in regard to the April 09, 2012 document fraud in attorney Spallina filing documents using my father's identity to close the estate of my mother at a long after he was dead, without noticing the Court or properly electing a successor PR to have filed closing documents legally. This was all part of an ongoing fraud that continues in this renewed effort to close the Shirley estate through further false and misleading pleadings where it was the frauds and forgeries that led to my mother's estate being reopened.
34. The estate cannot be reclosed at this time as no objections to accountings and inventories have been heard that are filed and it is now known that approximately \$1,000,000.00 or

more of assets was not included in Shirley's inventory (a fully paid for Bentley, a \$250,000.00 wedding ring and furnishings, art and more) and these items have not been amended to Shirley's inventory, despite Ted Bernstein and Alan Rose being made fully aware of their existence for several years.

35. Eliot Bernstein does not waive any rights to accountings in any of these 3 cases and believes a full audited Final Accounting starting from the date of death forward must be completed.
36. Eliot Bernstein was not properly noticed of this hearing and all parties could not have consented to the Motion proposed, as I, Eliot Ivan Bernstein have not, nor have my children.
37. No Guardian was appointed in this case and thus Diana Lewis acting as Guardian in this matter to give consent to the Motion filed by Ted Bernstein and Alan Rose is invalid and deserving of sanctions and criminal legal action for attempted financial exploitation of a minor. Diana Lewis should be instantly removed from this case and all cases and cease any illegal interference and obstruction.
38. On information and belief, Joshua Ennio Zander Bernstein is an adult and no legal guardianship has ever been obtained for him as such and therefore he also has not granted consent to any Motion filed to Reclose the Estate of his grandmother Shirley Bernstein. Diana Lewis is aware that Joshua was an adult when an improper guardianship was issued to her representing him falsely as a minor to the Court and again this may be further criminal misconduct.
39. That the Court has an obligation under Judicial Canons and Law to report these alleged serious felony acts of Obstruction, fraudulent and misleading pleadings of attorneys,

guardians and judges involved in these matters and more to the proper state ethical and criminal authorities.

40. It is respectfully submitted that a Case Management Conference is proper for each case so that Hearings can be scheduled after Discover is opened and Depositions of Ted Bernstein, Donald Tescher, Robert Spallina, Kimberly Moran, Alan Rose and others are completed,

Wherefore, it is respectfully prayed for an Order denying the Motions filed by Ted Bernstein and Alan Rose in each of these 3 cases and denying said relief at a UMC Hearing and granting and extension and or continuance as appropriate for Eliot Bernstein to file complete objections and motions to vacate as appropriate and who further seeks reimbursement of all court costs including \$120.00 for Court Call that they said could not be waived for indigent parties. Due to Fraud on the Court in these cases proven and further alleged, Pro Se Indigent Eliot Bernstein is seeking an Order of this Court to VideoTape or Audio Record and Transcript all hearings, UMC, Evidentiary, etc. to prevent and preclude further sharp practices and violations of law without record. Since the Fraud has taken place on and in the Court by Court Appointed Officers (Attorneys and Fiduciaries) it should be on the Court's own motion to ensure the preclusion of further fraud and protect the litigants.

Dated: November 21th, 2016

By: /S/ Eliot Ivan Bernstein
Pro Se
2753 NW 34th Street
Boca Raton, FL 33434
561.245.8588
iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to counsel of record and the proper parties on the attached Service List via the Court's e-portal system or Email Service on this 21st day of November, 2016.

By: /S/ Eliot Ivan Bernstein

Pro Se

2753 NW 34th Street

Boca Raton, FL 33434

561.245.8588

iviewit@iviewit.tv

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite
3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald
& Rose, P.A.
505 South Flagler Drive,
Suite 600
West Palm Beach, Florida
33401
(561) 355-6991
arose@pm-law.com
and
arose@mrachek-law.com

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
(561) 514-0900
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Irwin J. Block, Esq.
The Law Office of Irwin J.
Block PL
700 South Federal
Highway
Suite 200
Boca Raton, Florida
33432
ijb@ijblegal.com
lamb@kolawyers.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

Donald Tescher, Esq., Tescher &
Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com
dtescher@tescherspallina.com

Peter Feaman, Esquire
Peter M. Feaman, P.A.
3695 W. Boynton Beach
Blvd.
Suite #9
Boynton Beach, FL 33436
Tel: 561.734.5552
Fax: 561.734.5554
pfeaman@feamanlaw.co
m
service@feamanlaw.com
mkoskey@feamanlaw.co
m

Benjamin Brown, Esq.,
Thornton B Henry, Esq., and
Peter Matwiczuk
Matwiczuk & Brown, LLP
625 No. Flagler Drive
Suite 401
West Palm Beach, FL 33401
bbrown@matbrolaw.com
attorneys@matbrolaw.com
bhenry@matbrolaw.com
pmatwiczuk@matbrolaw.com

William H. Glasko, Esq.
Golden Cowan, P.A.
1734 South Dixie Highway
Palmetto Bay, FL 33157
bill@palmettobaylaw.com
eservice@palmettobaylaw.com
tmealy@gcprobatelaw.com

Alexandra Bernstein
3000 Washington Blvd,
Apt 424
Arlington, VA, 22201
alb07c@gmail.com

Kimberly Moran
kmoran@tescherspallina.com

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, FL 33445
mchl_bernstein@yahoo.com

John P Morrissey. Esq.
John P. Morrissey, P.A.
330 Clematis Street
Suite 213
West Palm Beach, FL
33401
john@jmorrisseylaw.com

Joshua, Jacob and Daniel
Bernstein, Minors
c/o Eliot and Candice Bernstein,
Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
210 I Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com

Carley & Max Friedstein,
c/o Jeffrey and Lisa
Friedstein
Parents and Natural
Guardians
2142 Churchill Lane
Highland Park, IL 6003
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745
molly.simon1203@gmail.com

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900-Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
ifoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinliibitz.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035
lisa.friedstein@gmail.com
lisa@friedsteins.com

EXHIBITS

EXHIBIT 1 - MD NOTE

WEST PALM BEACH NEUROLOGY, P.A.
JAMAL A. HALIM, M.D.
WELLINGTON RESERVE
1035 SOUTH STATE ROAD 7, SUITE 214
WELLINGTON, FL 33414-6137

(561) 422-1008 TEL
(561) 422-1078 FAX
BATCH # MD18012603027791054

DEA # _____
LIC. # ME85753

NAME Eliot Bernstein DOB _____
ADDRESS _____ DATE _____

TAMPER-RESISTANT SECURITY FEATURES LISTED ON BACK OF SCRIPT

11/7/16

Rx

Patient should avoid
all types of stress till
his ENT Evaluation
on Dec 15, 16

Label

Refill NR 1 2 3 4 5

(Signature)

In order for the brand name product to be dispensed, the prescriber must write 'Medically Necessary' on the front of this prescription.

♻️ 002934

6ANE0302779

MEDISCRIPTS – TAMPER-RESISTANT SECURITY FEATURES

STANDARD FEATURES:

- ✓ SAFETY-BLUE ERASE-RESISTANT BACKGROUND
- ✓ "ILLEGAL" PANTOGRAPH
- ✓ REFILL INDICATOR
- ✓ SERIALIZATION
- ✓ ARTIFICIAL WATERMARK ON BACK
- ✓ MICROPRINTING

ADDITIONAL FEATURES (where applicable):

- ✓ QUANTITY CHECK-OFF BOXES (optional in some states)
- ✓ UNIQUE TRACKING IDENTIFICATION NUMBER (FL)
- ✓ THERMOCHROMIC APPROVED STATE SEAL (WA)

WEST PHARMACEUTICALS, INC.
JAMAL A. HALIM, M.D.
WELLINGTON RESERVE
1035 SOUTH STATE ROAD 7, SUITE 214
WELLINGTON, FL 33414-6137

(561) 422-1006 TEL.
(561) 422-1078 FAX
BATCH # MD116012603027791054

DEA # _____
LIC. # ME85753

NAME Stuart Bernstein DOB _____
ADDRESS _____ DATE _____

TAMPER-RESISTANT SECURITY FEATURES LISTED ON BACK OF SCRIPT

R

10/24/16

Patient should avoid
all type of stren over
the next 2 wks pending
GNZ /small bowel
evaluation for recurrent
syncope

Label

Refill NR 1 2 3 4 5

(Signature)

In order for the brand name product to be dispensed, the prescriber must write 'Medically Necessary' on the front of this prescription.

002750

6ANE0302779

EXHIBIT 2 - Email to Rose re Reschedule Hearings

Eliot Bernstein

From: Eliot Bernstein <iviewit5@gmail.com>
Sent: Friday, November 11, 2016 1:05 PM
To: Alan B. Rose Esq. (mchandler@mrachek-law.com); Alan B. Rose Esq. @ Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. (arose@mrachek-law.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Don Tescher; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com); Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell (jfoglietta@ciklinlubitz.com); Mark R. Manceri, Esquire @ Mark R. Manceri, P.A. (mrmlaw@comcast.net); Peter Feaman (mkoskey@feamanlaw.com); Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com); Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Robert Spallina; Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. (steven.lessne@gray-robinson.com); Steven A. Lessne Esq. (eservice@gunster.com); Steven A. Lessne Esq. (jhoppel@gunster.com); Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A. (slessne@gunster.com)
Cc: 'Kevin R. Hall'; 'Barbara Stone'; 'JoAnne M. Denison Esq.'; 'Candice Schwager @ Schwager Law Firm'; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'iviewit@gmail.com'; 'Marc R. Garber Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'
Subject: Ted Bernstein and Alan Rose Reply - RE: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBH

Mr. Rose and Ted Bernstein,

Your fraud and the frauds of all of cases you both are involved in will be fairly heard and determined.

The Damages and Harm you and your Client and others have caused to the Estates and Trusts and proper Beneficiaries will be fairly heard and fully determined.

Your words are and have been basically meaningless, except of course where you have demonstrated fraud and other misconduct, those words will prove to have serious meaning.

Do you or your client currently Own any real property as I believe that Homestead will not be protected for fiducial violations, if so please attach the addresses of each?

I notice and make a record on this Friday, November 11, 2016, that you continue to FAIL to provide copies of any of the alleged Trusts and originals you speak about.

Thank you.

Eliot Bernstein, Individually

Eliot Bernstein as POA for Josh Bernstein Eliot Bernstein as Trustee for the Eliot Bernstein Family Trust

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

From: Alan Rose [mailto:ARose@mrachek-law.com]

Sent: Thursday, November 10, 2016 11:45 PM

To: 'Eliot Ivan Bernstein'; Marie Chandler; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; 'Don Tescher'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.'; 'Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'; 'Peter Feaman'; 'Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Robert Spallina'; 'Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. '; 'Steven A. Lessne Esq.'; 'Steven A. Lessne Esq.'; 'Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A.'

Cc: 'Kevin R. Hall'; 'Barbara Stone'; 'JoAnne M. Denison Esq.'; 'Candice Schwager @ Schwager Law Firm'; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'Eliot I. Bernstein'; 'iviewit@gmail.com'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'
Subject: RE: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBIH

You have been determined to lack standing, and are in no position to object to a settlement between the trustees/beneficiaries of trusts, including the court-appointed Guardian ad Litem.

You have caused lengthy delays. I already reset this for Mr. Feaman, and we intend to proceed on the settlement motion as set.

I also am not inclined to move the status conference, but will confer with Mr. O'Connell and let you know if we are willing to move that hearing.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991

505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

CONFIDENTIALITY NOTE: THE INFORMATION CONTAINED IN THIS TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL, INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE A COPY OF THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY (1) REPLY BY E-MAIL TO US, AND (2) DELETE THIS MESSAGE.

TAX DISCLOSURE NOTE: To ensure compliance with requirements imposed by the Internal Revenue Service (Circular 230), we inform and advise you that any tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transactions or matters addressed herein.

If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: <http://www.adobe.com>

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

From: Eliot Ivan Bernstein [mailto:iviewit11@gmail.com]

Sent: Thursday, November 10, 2016 10:31 PM

To: Marie Chandler; Alan Rose; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Don Tescher; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.; Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell; Mark R. Manceri, Esquire @ Mark R. Manceri, P.A.; Peter Feaman; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Robert Spallina; Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. ; Steven A. Lessne Esq.; Steven A. Lessne Esq.; Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A.

Cc: Kevin R. Hall; Barbara Stone; JoAnne M. Denison Esq.; Candice Schwager @ Schwager Law Firm; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'Eliot I. Bernstein'; iviewit@gmail.com; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'

Subject: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBIH

Please note the date in the subject line of the email had an incorrect date for the hearing at issue which is corrected to Nov 22, 2016. Thank You, Eliot

Subject: Voluntary Request to Alan Rose to Reschedule Nov. 22, 2015 Hearing CASE NO. 502012CP004391XXXXNBIH

Mr. Alan Rose,

I am requesting that your office voluntarily reschedule and remove from the Nov. 22, 2016 calendar your Motion in CASE NO. 502012CP004391XXXXNBIH until after Dec. 15, 2016.

I have attached an updated Medical Instruction from a proper Dr. in Florida prescribing avoiding all stress until Dec. 15th, 2016 and follow-up care. Your office is more than aware of this situation from the motions filed at the 4th District Court of Appeals.

I am certain that Peter Feaman, Esq. will consent and agree on behalf of William Stansbury.

Your continued "sharp practices" in general were noted and observed in your recent actions in the presently separate William Stansbury case under Case NO. 50 2012 CA 013933 MB AN where you filed late and improper Notice on a Friday afternoon for a Hearing on the following Monday and proper corrective efforts for that case are underway as well.

A proper Motion in CASE NO. 502012CP004391XXXXNBIH will be made in the absence of your voluntary rescheduling. All acts of fraud will be addressed. Eventually the wheel always comes around.

Further, please provide copies of Any and All Trusts referred to in your recent motion together with a statement under oath as a currently licensed Florida attorney on the entire chain of custody leading to your office having possession of such Trust documents with an entire time line and each link in the chain of custody addressed.

Thank you.

Respectfully,

Eliot I. Bernstein, Individually

Eliot I. Bernstein, POA Josh Bernstein

EXHIBIT 3 - Shirley Bernstein Estate Notice of Administration

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

PROBATE DIVISION

SHIRLEY BERNSTEIN,

File No. 502011 CP000653XXXXSB

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioner, SIMON L. BERNSTEIN, alleges:

1. Petitioner has an interest in the above estate as the named personal representative under the decedent's Will. The Petitioner's address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and the name and office address of petitioners attorney are set forth at the end of this Petition.

2. Decedent, SHIRLEY BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 71, and whose social security number is xxx-xx-9749, died on December 8, 2010, at her home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	husband	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Avenue, Snite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th St. Boca Raton, FL 33434	son	adult

2011 FEB 10 AM 8:10
SHIRLEY BERNSTEIN
PALM BEACH COUNTY
SOUTH CITY FL



Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane highland Park, IL 60035	daughter	adult

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of her death.

5. Simon L. Bernstein, whose address is listed above, and who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate is entitled to preference in appointment as personal representative because he is the person designated to serve as personal representative under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ TBD.

7. This estate will not be required to file a federal estate tax return.

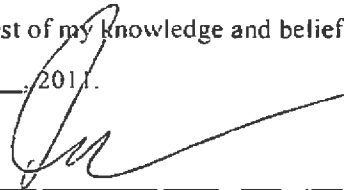
8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Simon L. Bernstein be appointed as personal representative of the estate of the decedent.

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

Signed on Feb 9, 2011.


SIMON L. BERNSTEIN, Petitioner

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

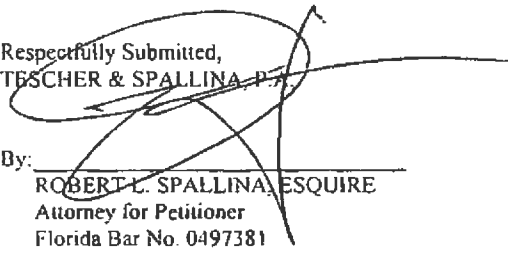
By: 
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008



EXHIBIT 4 - Simon Bernstein Estate Notice of Administration

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
 IN RE: ESTATE OF _____ PROBATE DIVISION *12*
 SIMON L. BERNSTEIN, File No. _____
 Deceased. *502012 CP00 4391 XXX SB*

2012 OCT -2 AM 8:59
 JEROME A. BURNS, CLERK
 PALM BEACH COUNTY, FL
 SOUTH CITY BRANCH-FILED

PETITION FOR ADMINISTRATION
 (testate Florida resident)

Petitioners, ROBERT L. SPALLINA and DONALD R. TESCHER, allege:

1. Petitioners have an interest in the above estate as the named co-personal representatives under the decedent's Will. The Petitioner's addresses are 7387 Wisteria Avenue, Parkland, FL 33076 and 2600 Whispering Oaks Lane, Delray Beach, FL 33445, respectively, and the name and office address of petitioners' attorney is set forth at the end of this Petition.

2. Decedent, SIMON L. BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 76, and whose social security number is [REDACTED], died on September 13, 2012, at his home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Ave. Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th St. Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult



Lisa S. Friedstein

2142 Churchill Lane
Highland Park, IL 60035

daughter adult

Robert L. Spallina and Donald R. Tescher,
co-Trustees of the Simon L. Bernstein
Amended and Restated Trust Agreement
dated July 25, 2012

4855 Technology Way,
Suite 720
Boca Raton, FL 33431

Trust

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of his death.

5. Robert L. Spallina and Donald R. Tescher, whose addresses are listed above, and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate are entitled to preference in appointment as co-personal representatives because they are the persons designated to serve as co-personal representatives under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ Unknown.

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated July 25, 2012, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Robert L. Spallina and Donald R. Tescher be appointed as co-personal representatives of the estate of the decedent.

Under penalties of perjury, we declare that we have read the foregoing Petition for Administration, and the facts alleged are true, to the best of our knowledge and belief.

Signed on Oct. 1, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Email: rspallina@tescherspallina.com

Robert L. Spallina, Petitioner

Donald R. Tescher, Petitioner



EXHIBIT 5 - All Writs Act Injunction Petition

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

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

Plaintiff,)

v.)

**HERITAGE UNION LIFE INSURANCE)
COMPANY, Eliot I. Bernstein,)
Individually, and on behalf of the Minor)
Children JEZB, JNAB, and DEAOB,)
ET AL.)**

**Case No. 13 cv 3643
Honorable John Robert Blakey
Magistrate Mary M. Rowland**

**PETITION-MOTION FOR
INJUNCTION:
Under the All Writs Act (AWA),
Anti-Injunction Act (AIA) and Other
relief**

**Third-Party Plaintiffs / Counter-
Plaintiffs-Petitioners Eliot I. Bernstein,
Individually and On behalf of Minor
Children**

**Filers:
Eliot Ivan Bernstein, Third-Party
Defendant and Counter-Plaintiff.**

Comes now Eliot Ivan Bernstein, being duly sworn, declares and says under oath and penalties of perjury as follows, on information and belief:

INTRODUCTION

1. I am over the age of 18 years and reside at 2753 NW 34th St, Boca Raton, Florida 33434, and am acting pro se herein.
2. I make this Affidavit-Petition in good faith in support of an Emergency Motion for Injunctive Relief against all parties this District Court presently has jurisdiction over and for at least temporarily restraining the Florida Probate Court of Judge John Phillips by an appropriately tailored Order under the Anti-Injunction Act and All Writs Act under 28 USC Sec. 2283 and 28 USC Sec. 1651(a) respectively until such time as this Court holds a Hearing and or Conference where Orderly Production of Discovery, Preservation of evidence, documents, records is obtained and where other issues such as the conflicts of interest and potential misconduct by the parties before this Court can be determined, determination of “side agreements” impacting the integrity of this Court’s litigation such as discussed in Winkler v Eli Lilly can be heard, and such other matters as to this Court seems just and proper.
3. As this Court will see, with the newly discovered fraudulent company Lions Head Land Trust, Inc., with at least Ted Bernstein and his counsel Alan Rose who appeared for Ted Bernstein at a Deposition held for this Court just being discovered last week Feb. 18, 2016 as another vehicle of fraud to hide and secret away the transfer of assets valued in the millions is present, along with a series of orchestrated proceedings in the parallel litigation in the State Court including but not limited to attorneys Alan Rose and Steven Lessne submitting motions at a 5 Minute UMC motion calendar for attorneys fees in the hundreds of thousands ***without submitting any Billing statements to support***, and being a flurry of motions to “wrap up” the Probate cases despite literally millions of dollars in assets never being accounted for there is a very real and imminent danger that the critical evidence, documents, records and Discovery necessary in aid

of this Court's own jurisdiction and integrity of this Court's own proceedings will be permanently lost thus requiring this Court to now act with an appropriately tailored injunctive Order herein against parties already under this Court's jurisdiction.

4. I am specifically seeking to enjoin the parties under this Court's jurisdiction, Ted Bernstein, Brian O'Connell and the Estate of Simon Bernstein, Alan Rose as Ted Bernstein's attorney who represented him at a federal court Deposition herein and remains his Palm Beach attorney, Pamela Simon, David Simon, Adam Simon, Jill Iantoni, Lisa Friedstein and Florida State Probate Judge John Phillips of the North Branch of Palm Beach County temporarily pending further Order of this Court and at least until proper evidence, documents and Discovery are both preserved and produced, until this Court sorts out conflicts of interest as set out herein and exercises its inherent powers to probe "side deals" compromising the integrity of this Court's Jurisdiction and that such injunction should specifically include but not be limited to enjoining proceedings before Judge Phillips in Palm Beach County this Thursday, Feb. 25, 2016 at 3:15 PM Est and as this Court further deems proper.
5. I further assert in good faith that this Court should find sufficient cause for such extra-ordinary exercise of the injunctive powers at least by the time it reaches that part of this complaint that describes the new fraudulent company Ted Bernstein and Alan Rose are involved in secreting and hiding from the public record secreting multi-million dollar asset listed at \$3.4 million allegedly sold for \$1.1 Million by recent deed transfer to a false company titled Lions Head Land Trust, Inc, although there are further sections which describe with specificity and by "piece-meal" discovery the Millions in assets presently unaccounted for by these parties herein further justifying injunctive relief to schedule Orderly and proper discovery proceedings.

6. Just one “piece-meal” disclosed item of documentary evidence shown later herein documents approximately \$2.8 Million in just one of Simon Bernstein’s accounts at the time of his passing which *to this day has never been accounted for* which also does not include millions from other accounts and the millions of worth of Shirley Bernstein where *in 5 years there has never been an accounting* yet the core parties who brought this original action to your Court try to portray my parents as virtual paupers where all their records and financials and critical documents are “lost” which is a fraud itself.
7. As shown throughout this complaint, the Discovery Abuses in the parallel State proceedings which justify exercise of this Court’s injunctive powers at this time are such that there has never been any coherent, complete disclosure of “Original” Trusts, Wills and related instruments nor any coherent presentation of the Estates and how these were managed despite sophisticated lawyers working in these cases Billing hundreds of thousands of dollars a clip.
8. I submit that the *naked human eye* upon reviewing the piece-meal production of “copies” and magically timed surfacing of alleged “duplicate Originals” of the operative Trusts and other instruments herein can detect multiple signatures that appear “too identical”, “too evenly placed” on the page and multiple “identical” “Initials” such as “SB” that appear to be too perfectly aligned such that preservation of Original documents and all evidence becomes even more important in a case where proven, admitted to, documented fraud and forgery of important instruments in the Florida Court has already been established yet instead of the Court notifying any investigative authorities I am retaliated against for seeking truth and integrity in these proceedings.
9. Because the amount and level of fraud is so pervasive and complex that is alleged to take place in and upon the Florida Court by Court Officers, Fiduciaries and Counsel and can not be stated

in a few sentences and takes painstaking time to address, the remaining sections provide of this case while also supporting the motion for use of the Injunctive powers of this court also further provides background facts to the depth of the assets at stake, the depth of the fraud and claims and part of the basis upon which I will respectfully seek further Leave of this Court to amend my counter-cross complaints filed herein September 22, 2013 and further leave to Add parties but due to the continuing nearly daily distractions by the sharp, abuse of process practices in the Probate Court my proposed Amendments to my Cross-counterclaims are presently only in draft form and I respectfully seek leave of this Court to file and submit a proposed Amended Counter-cross complaint which not only seeks to add claims such as claims under 42 USC Sec. 1983 but also parties as well.

10. I ask this Court to note, however, that even in the process of submitting this Motion-Petition-Complaint herein, I have experienced significant “downtime” at my website where the host Service provider that always responded timely in the past now does not respond sometimes for days and where the basic internet services into my home have been “down” at critical times where deadlines are in play and thus even this submission has been significantly delayed.
11. I further point out that Ted Bernstein who is the one that suggested at the hospital that our father Simon Bernstein may have been poisoned and murdered also said he would be handling things with the authorities and had friend attorneys to do so and was on calls with a lawyer both from Greenberg Traurig and Robert Spallina and where Ted’s “storyline” of how and why he is “in charge” as “Trustee” has changed from day one while the delay denial of operative documents began day one in a case where my father’s body goes “missing” for a week allegedly out for autopsy at one location and where Simon Bernstein’s home computer containing years of valuable business records alone is found “wiped clean” on the night of his passing and where

the Coroner's Report comes back on a 113 yr old male while certainly Simon Bernstein was not that age at the time of passing. See, Email of Ted's Calls Sept 14, 2012¹.

12. As referenced later in this complaint herein, Greenberg Traurig has been publicly identified as being in the middle of major lawsuits for involvement in the multi-Billion Stanford Ponzi scheme where Stanford monies and accounts exceeding a Million dollars for my parents is just one of many items Unaccounted for where Discovery abuse has further occurred.
13. I have attempted to organize this complex set of facts in the most logical and orderly manner under these emergency circumstances where my family grows in increasing imminent danger as described herein.
14. I have read the Local Rules and believe I have complied in good faith and provided advance Notice of this Emergency Application to the involved parties Electronically by Email on Friday, Feb. 19, 2016 as follows:

Service Case #13-cv-03643 - Notice per Local Rule of Application on Emergency Motion / Injunction US District Court Hon. John Robert Blakey
CONFIDENTIAL:

Parties, Attorneys and To Whom It May Concern:

I am writing to give you all as current parties and / or attorneys and representatives for current parties in the Illinois federal court litigation and other parties to be added to the federal court litigation as much advance reasonable notice as possible that I intend to contact Judge Blakey's Courtroom Deputy, Gloria Lewis, at (312) 818-6699, to make a request to set a hearing on an emergency motion which will seek Injunctive relief against all parties currently under jurisdiction of the District Court of Illinois with a further request to enjoin at least temporarily all proceedings in the Court of Probate Judge John Phillips and also add other parties to the action and other relief.

I will be requesting that this application be heard no later than this Tuesday, Feb. 23, 2016 Motion Calendar in Judge Blakey's Court and since my actual filings may not be electronically uploaded until later today and over the weekend that such request be deemed an Emergency and thus appropriate to hear as soon as practical.

¹September 14, 2012 Emails Ted Tescher Spallina and Greenberg Traurig's Jon Swergold
www.iviewit.tv/20120914SpallinaTescherTedGreenbergTraurigSwergoldDayAfterSimonDies.pdf

Please advise of your availability to hear this motion for this coming Tuesday, Feb. 23, 2016.

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

15. I assert in good faith that hearing this Motion on an Emergency basis is proper due to a series of extortive, abusive, orchestrated actions of continued abuse of process in the Florida Probate Courts and by the Florida Probate Courts in conspiracy and or acting in concert with fiduciaries, counsel and others that are interfering and threaten to further interfere with this Court's jurisdiction and the ability to orderly decide the claims before it as there is a real and serious imminent threat and danger that critical evidence, documents, records, Discovery and real and personal properties will be permanently lost imminently preventing this Court from properly adjudicating claims before it while these parties are simultaneously hiding millions of dollars of assets as shown later herein wholly Unaccounted for and retaliating against and threatening myself with the Baker Act, Jail, Contempt and now a Guardianship on my children simply for seeking my inheritance, seeking the truth, reporting crimes as discovered against the fiduciaries and counsel primarily and now the Florida Courts are in high gear retaliating against the exercise of my First Amendment rights to suppress my whistleblowing that has uncovered and proven massive frauds against me committed on and by the Florida courts and its officers, fiduciaries and others.

16. I respectfully remind this Court and Your Honor that it is my original fingerprint on the February 2009 Petition to the White House, White House Counsel's Office². USAG, FBI and a other investigative agencies and further that I have been interviewed with federal agents including but not limited to now "missing" FBI Agent Stephen Luchessi originally out of West Palm Beach FBI in Florida who went missing with the Iviewit case files causing my case to be elevated to the former Inspector General of the Department of Justice Glenn A. Fine who assigned a Miami field agent to my case, Harry I, Moatz the former Director of the Office of Enrollment of the US Patent Office who had me file charges of Fraud on the US Patent Office committed by my IP counsel that were members of the Federal Patent Bar that have led to a multi year suspension of my Intellectual Properties while investigations continue) and other federal agents like Ron Gardella out of the US Attorney's Office in the SDNY (now retired, I believe), others in the SDNY US Attorney's offices and other investigative bodies as well.
17. The purpose for reminding Your Honor of these matters is to demonstrate that I have never been charged by any of these federal authorities for making a false frivolous statement or received adverse treatment yet in the Palm Beach County Probate proceedings I am being vilified and retaliated against just for pursuing my rights and those of my children of our inheritance herein and Technology rights while certain parties under this Court's jurisdiction have attempted to have CPS take my children on a false report that came back unfounded which was initiated on the same day I notified this Court last May 2015 of threats against my life and this Court referred me to 9/11 services, attempted through threat to Baker Act me for reporting/discussing fraud and crime to a "Mediator" out of Judge Phillips Court, and now are seeking to jail me and impose Guardianship against me this Thursday for topics like the Car bombing of my Mini-Van

² February 13, 2009 Letter to Honorable President Barack Obama
<http://www.scribd.com/doc/255176532/February-13-2009-Iviewit-Letter-to-Barrack-Obama-to-Join-US-Attorney-Eric-Holder-in-Iviewit-Federal-RICO-Shira-Scheindlin#scribd>

in 2005 which was reported to the FBI and other authorities and other matters that have been reported to federal authorities thus retaliating against me being a Whistleblower of the Fraud on the Court and Fraud by the Court and its officers et al. and exercising First Amendment rights.

18. There have also been threats to take the home that my parents provided for my wife and children under a specific agreement to relocate to Boca Raton, Fl from California to be close to my parents and thus it is not unreasonable to suggest if I am falsey Baker acted or jailed the likely next moves are to take the home while I am cast away leaving my wife and children alone while I somehow have lost my “standing” at a 5 Minute UMC hearing in the State Court where no Construction Hearing has ever occurred on any of the operative documents and has elevated to even being blocked from filing responses to the motions in the Florida Probate Court, meanwhile literally years of no Accountings and Abusive discovery and “lost” items from sophisticated parties continues.

**Emergency: Imminent Permanent Loss of Critical Evidence. Documents, Discovery
Necessary in Aid of this Court’s Jurisdiction:
Status in the District Court, New and Recent Discovery of Undisclosed Conflicts of
Interest, Feb. 18, 2016 Discovery of Fraudulent “Shell” Company to Hide Assets-Owner
etc.**

19. While the parties are awaiting determination from this Court on the Summary Judgement motions filed by Plaintiffs, at least 2 scheduled Court Conferences with this Court have been re-scheduled, yet still remaining before this Court even aside from the Summary Judgment motions are Petitioner Eliot Bernstein’s Answer and Counterclaims filed September 22, 2013 asserting causes of action in Fraud, Fraud upon the Beneficiaries and Court, Abuse of Legal Process, Civil Conspiracy and Breach of Fiduciary Duties amongst others.
20. On Jan. 13, 2014 in Docket Entry 71, prior Judge St. Eve issued a Minute Entry Order which provided in part as follows, “Discovery is hereby stayed until the proper Trustee is determined” thus acknowledging that determination of a “proper Trustee” is an issue in the case, which

remains disputed. The Trustee/Trust/Beneficiaries/Policy issues remains undetermined presently and this Court's jurisdiction is imminently threatened by the permanent loss of evidence, documents and discovery by the parties orchestrating proceedings in Florida where this evidence and the parties in possession of such evidence should be enjoined herein.

21. This Court itself, Hon. John G. Blakey, presiding, issued a Minute Entry Order on May 22, 2015 under Docket Entry 185 that further provided in part as follows, "Bernstein's representations to the contrary notwithstanding, at this time the Court is unable to say that anyone has a clear right to the proceeds deposited by Heritage Union Life Insurance Company, let alone what each interested party's share should be."
22. The same core parties and nucleus of operative facts are present in this US District Court litigation as the Probate matters in Florida and I further seek leave to file for Declaratory relief herein on the Trusts and Operating companies which are non-probate, and suggest judicial economy in this complex case with parties from multiple jurisdictions will ultimately be served by this Court taking jurisdiction over the Construction and validity of all the Trusts herein which are non-probate anyway and for Construction and Validity of the operative Wills as will be shown if I am granted leave to Amend my cross-counter complaint.
23. As will be shown, just on Discovery abuses alone where Discovery and the Denial of Discovery has been used as a "weapon" by the Plaintiffs and other parties in the related proceedings in the State Probate Court of Florida, there is a real and imminent danger that the Integrity of this Court's judgment and path to judgment will be fundamentally impaired by the permanent loss of evidence and discovery materials justifying the exercise of the extra-ordinary relief under the All Writs Act and Anti-Injunction Act.

24. This evidence and documents and Discovery which “should answer” the outstanding questions before this Court of where the Original Trusts are, where the Original Policies are, where the Original records and where business records are that go along with Simon Bernstein’s life who made millions per year in the Insurance industry for decades and all items are directly relevant to the Life Insurance claim and my counter-crossclaims.
25. Instead, in the Florida Probate Court Simon Bernstein is falsely being portrayed as nearly a “pauper” with virtually no assets left and “Missing” and “losing” all (or substantially all) Business documents and dispositive documents meticulously kept for Decades, at least according to Plaintiffs and the counsels working with Plaintiffs.
26. Yet proper Discovery and Depositions would and should prove the contrary which is why this Court must act to preserve this evidence in the hands of multiple parties and some unknown parties where Discovery is necessary to specify the appropriate party and entity.
27. Further, that sufficient evidence will be shown to justify this Court exercising its inherent powers to make inquiry of the parties and respective counsels about “side agreements” and other “agreements” outside the record of any proceedings impairing the integrity of proceedings in this Court similar to the inquiry discussed in *Winkler v. Eli Lilly & Co.*, 101 F.3d 1196, 1202 (7th Cir. 1996).
28. This Court should be well aware of the “missing” and “lost” Trusts and Policies and business records which surround the original claim filed in this Court by the core party Plaintiffs and attorneys acting on their behalf which itself cut out Eliot Bernstein and his children as named, necessary parties tortiously attempting to deprive and deny rights of inheritance and expectancy to Eliot Bernstein and his children without their knowledge, which will be established as a pattern and practice that started the minute Simon Bernstein passed.

29. The need for proper Discovery and production and depositions should be plain and obvious to further aid this Court in it's own exercise of jurisdiction rendering a properly tailored Injunction under the All Writs Act and Anti-Injunction Act proper at this time.

Florida Probate Proceedings Scheduled for Thursday, Feb. 25, 2016, Judge Phillips at 3:15 PM EST on Guardianship, Gag Orders, Jail-Contempt against Eliot etc Should be Temporarily Enjoined under All Writs Act, Anti-Injunction Act

30. While I respectfully assert to this Court that ultimately the entirety and or virtual entirety of proceedings in the Florida Probate Courts are part of an orchestrated series of abusive and Constitutionally defective set of actions including continuing and ongoing Discovery abuse, this immediate appearance before Judge John L. Phillips in the North Branch of Palm Beach County should now be at least temporarily enjoined for all the reasons set forth herein until further Order of this Court.
31. As will be shown herein, the entirety of these parallel proceedings in the Florida State Probate Court has been ripe with Discovery Abuse each step of the way, where documents, discovery and evidence are either completely denied and ignored, substantially delayed for years, fraudulently altered and forged and entered into the record and turned over in a "piece-meal" orchestrated fashion thwarting and frustrating any fair justice where, like in this District Court with the same core parties where "magical" draft trust documents appear at critical times yet No Originals turned over for inspection or comparison and no law firms can be identified to have produced them.
32. It is further noted that the original Curator attorney Ben Brown of the Simon Bernstein Estate never received Original productions from resigning attorneys Tescher & Spallina except for documents on Eliot Bernstein's home and Ben Brown specifically complained about the piece-

meal fashion records were turned over such as records from JP Morgan etc. and unsigned tax returns. See, Ben Brown emails on Production and missing TPP.³

33. Tescher & Spallina did turn over 7,000+ (seven-thousand) plus pages Bate Stamped copies of alleged documents but these were copies on a Zip drive turned over to the Curator at least according to Spallina after Judge Colin orchestrated for them to have at least 10 months to create / fabricate/ forge, redact records and evidence after my original May 6, 2013 Emergency Motion⁴ to seize all Records was filed after a series of fraudulent documents were discovered in the Estate of my mother Shirley Bernstein. The Emergency Motion of May 2013 was incorporated by reference in my September 2013 Answer and Cross-Counter claims in this District Court where I specifically pleaded for Discovery⁵.
34. Many of these documents were “fluff” pages where the actual Account Statements were missing, not in sequential order etc and where several instances of irregularities in the Bates Stamps numbers themselves exist.
35. Further, that Ben Brown had claimed to have obtained IRS Certified Returns he ordered months earlier for Simon Bernstein as Curator in 2014 and then suddenly died at a young age of 50 after resigning as Curator and to this day, successor PR Brian O’Connell’s office has Never obtained or Disclosed such IRS records from Ben Brown or independently obtained these from the IRS despite claiming they had ordered them months ago upon his getting his Letters as these records are critical as shown herein, just another example of Discovery Abuse throughout this case justifying use of the All Writs Act, Anti-Injunction Act at this time.

³Ben Brown Emails Re TPP, JP Morgan and Production
www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf

⁴May 06, 2013 Emergency Petition
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

⁵September 22, 2013
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130922%20Eliot%20Answer%20and%20Cross%20Claim%20Northern%20District%20Illinois%20Simon%20v%20Heritage%20Jackson%20Insurance.pdf>

36. Such records are critical for a variety of reasons and it is asserted such Discovery will help show the manipulation and frauds upon even this District Court by the core parties herein under this Court's jurisdiction.

New Conflicts of Interest emerge showing prior Judge Colin with substantial business interests with La Salle Bank-Trust who should be added to the District Court action and further Undisclosed Conflicts with PR Brian O'Connell for the Simon Bernstein Estate who is already under this Court's Jurisdiction

37. New evidence has only recently been discovered in these last weeks January-February 2016 as a result of investigations by the Palm Beach Post and Investigative Reporter John Pacenti⁶ into conflicts of interest and improper seizing of persons and property under Guardianship / Probate programs run by Palm Beach Judges Martin Colin and David French⁷ in other cases also involving Brian O'Connell and a former attorney for Ted named John Pankauski alleging a host of criminal and civil misconduct, which have revealed Judicial Financial Disclosures of Judge Martin Colin demonstrating a long term financial business relationship during all relevant years herein and involving several hundred thousand dollars of Loans with LaSalle Bank / LaSalle Trust which were never Disclosed in the underlying Probate cases related herein.
38. La Salle Bank -Trust and-or whoever is the proper "successor" is directly implicated in the actions presently before this federal Court where I have raised in Summary Judgement that La Salle should be added as a party and Discovery is needed with respect to the original Life Insurance policy on the breach of contract action as La Salle is named as the Primary

⁶ January 14, 2016 "Judge's finances show history of unpaid debt, IRS liens, foreclosures" By John Pacenti - Palm Beach Post Staff Writer
<http://www.mypalmbeachpost.com/news/news/judges-finances-show-history-of-unpaid-debt-irs-li/np4rH/>

⁷ Guardianship Series - Guardianship a Broken Trust <http://www.mypalmbeachpost.com/guardianships-colin-savitt/>
and Guardianship Probate Series Palm Beach Post Compiled PDF
<http://www.iviewit.tv/Pacenti%20Articles%20Compiled%20as%20of%20Feb%2002%202016L.pdf> (Large and Sun Sentinel re Colin and wife Savitt
<http://www.sun-sentinel.com/opinion/editorials/fl-editorial-guardianship-law-20160129-story.html#ifrndnlocgoogle>

Beneficiary of the alleged “lost” Life Insurance Policy owned by deceased Simon Bernstein brought to this Court by the same operative parties who have conveniently left LaSalle out of these federal proceedings in the same manner I and my minor children were left out as necessary parties in the action before this federal court. See, Summary Judgement Eliot Bernstein⁸.

39. I note that the carrier Jackson in this Court suggested that Bank of America was the proper “successor” in interest in this case and information shows Bank of America is the entity that acquired LaSalle Bank where Judge Colin is shown by his own Financial Disclosures to have hundreds of thousands in Loans with La Salle at least for years 2008 to the end of 2014 thus during all relevant times herein.
40. In the recent weeks leading up to the present, a series of Investigative Journal articles have been published by the Palm Beach Post showing a widespread abuse in the Palm Beach Court system specifically involving Judge Martin Colin where allegations of Double-billing by “inside” law firms, the “taking” of Guardian’s Assets “prior to Court approval”, and Undisclosed conflicts of interest are alleged.
41. The allegations by the Palm Beach Post are remarkably similar to claims I have made for years while orchestrated Discovery abuses have occurred from the first days after my father Simon Bernstein’s passing.

“The savings of incapacitated seniors flow into the household of Palm Beach County Circuit Judge Martin Colin. This occurs courtesy of Colin’s wife — Elizabeth “Betsy” Savitt. She serves as a professional guardian, appointed by judges to make decisions for adults who no longer can take care of themselves. Savitt has **taken money** from the elderly people whose lives she controls without first getting a judge’s approval as well as **double-billed** their accounts, a Palm Beach Post investigation has uncovered in court records.

⁸20150608 Amended Redo Summary Judgement
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150608%20FINAL%20AMENDED%20REDO%20Response%20to%20Summary%20Judgement%20ECF%20STAMPED%20COPY.pdf>

Families of some of the seniors say the judge's wife and her attorneys drum up **unnecessary litigation** that runs up fees, benefiting herself, the judge and her lawyers. Savitt doesn't appear before her husband, but Judge Colin does oversee other guardianship cases where he is responsible for safeguarding the finances and well-being of these "wards" of the court. Colin's colleague, Circuit Judge **David French** who lunches with him regularly, has overseen almost two-thirds of Savitt's cases. Some lawyers who have opposed Savitt in Judge French's courtroom say he didn't disclose that Savitt is the wife of a fellow judge or his social connections to the couple.The lawyers Savitt has hired to represent her also practiced before her husband in other cases, where he had the power to approve their fees. A former Florida Supreme Court chief justice and a law professor say this constitutes, at minimum, an appearance of impropriety and should be investigated.

"This conflict puts the whole courthouse under a cloud because it raises so many questions and there are no answers forthcoming. And that is why we have a judicial canon on the appearance of impropriety, so there are no questions like this," Nova Southeastern law Professor Robert Jarvis said." See,

"His wife's job as a professional guardian leaves Judge Colin compromised, handcuffing him from fully doing his job, The Post found. He's recused himself from 115 cases that involve his wife's lawyers in the last six months of 2015 after The Post started asking questions in its investigation.

"When you have a judge suddenly recuse himself of so many cases, it certainly sends up a red flag," Jarvis said. "How did a judge allow himself to be put in such a position? I have never heard of a judge doing such a thing."

"Savitt often hires attorneys Hazeltine, **Ellen Morris** and **John Pankauski** prolific practitioners in elder law. They or members of their firms practiced in front of Colin before he began recusing himself from their cases last year. From 2009 to 2014, Colin's recusals totaled 30. Since the beginning of July, he's taken himself off 133 cases — 115 involving his wife's lawyers.

Hazeltine, Morris and Pankauski **or their firms** — as well as the guardians they represent — have had fees in non-Savitt cases repeatedly approved by Judge Colin, The Post found."

"Judge Colin and his wife have socialized with one of the judges she appears in front of regularly, The Post has learned.

Colin and Circuit Judge David French eat lunch together nearly every day. Colin and French co-hosted a **trivia night**⁹ in May for the South Palm Beach Bar Association. The event was co-sponsored by Pankauski's firm. French did not return repeated attempts for comment.¹⁰,

⁹ Trivia Night Invatation <https://www.documentcloud.org/documents/2623271-trivia-night.html> and <http://www.bellersmith.com/blog/4th-annual-trivia-night>

¹⁰ February 02, 2016 Palm Beach Post Series "Guardianship a Broken Trust" by Reporter John Pacenti <http://www.mypalmbeachpost.com/guardianships-martin-colin/>

<http://www.mypalmbeachpost.com/guardianships-martin-colin>

42. In this case, BOTH Judges Colin and French were involved in the underlying Estates with Judge Colin “assigned” to the Shirley Bernstein case and Judge French originally “assigned” to the Estate of Simon Bernstein case and where later the French case was improperly assigned to Colin by Colin with no necessary hearing to transfer had by French, as it was scheduled on the day before Christmas when the court was closed, leaving Eliot and Candice at an empty court building and then when rescheduled Colin appeared in French’s stead and ruled for French to transfer the case to himself.
43. In another blatant conflict, I consulted extensively with attorney Pankauski also mentioned in the Post articles as involved in cases with Judge Colin’s wife Savitt and her attorney Hazeltine regarding the estate and trust cases and was in the process of trying to raise a Retainer when Pankauski turned around and showed up at a Hearing with Ted Bernstein and continued to represent Ted Bernstein in front of Judge Colin for several months. Judge Colin had denied a motion to Disqualify attorney Pankauski written by attorney Peter Feaman, Pankauski being prominently mentioned above in the Palm Beach articles¹¹.
44. Even more important is that when I first filed my original May 6, 2015 “Emergency Motion” after first learning of the extensive Fraudulent documents being used in the Shirley Bernstein Estate case involving attorneys Tescher & Spallina and their paralegal Kimberly Moran, Judge Colin who was only “assigned” to Shirley Bernstein’s case simultaneously came in and Denied the Motion as an Emergency in *both* the Shirley Bernstein case and then “stepped over” to

¹¹ June 23, 2014 Motion Remove Pankauski

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140623%20FINAL%20SINGED%20PRINTED%20MOTION%20to%20REMOVE%20Rose%20Theodore%20and%20Pankauski%20Low.pdf>

and

June 30, 2014 Motion to Remove Pankauski

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140630%20FINAL%20SIGNED%20PRINTED%20MOTION%20TO%20REMOVE%20JOHN%20PANKAUSKI%20ESQ.pdf>

Judge French's case for Simon Bernstein and issued the Order denying this Motion¹² as an Emergency in the Simon Bernstein case.

45. Despite filing this Emergency Motion in May of 2013 in the State Probate Court in Florida to in part seize and obtain the DISCOVERY and DOCUMENTS in the case to be secured for forensic review, over 3.5 years later the Documents and Records and evidence have not been fully produced or seized or disclosed and to this day there are named Trusts in existing Trusts that I have never seen before and Trusts for my children created on the day my father died that I am being sued as Trustee of in the Shirley Trust case under which I have never seen nor have they ever been produced.
46. This Emergency Motion of May 2013 was incorporated by reference into my Answer and Counterclaims¹³ filed with this US District Court in September of 2013 and the evidence and documents therein are necessary in aid of this Court's jurisdiction and my counter-cross claims expressly plead for Discovery in this Court which is in jeopardy of being permanently lost from the actions of the State actors and courts.
47. This relationship between Judge Colin and French and Judge Colin "stepping over" into Judge French's case to Deny my Emergency is directly relevant to proceedings herein as it relates to when Judge Colin had "knowledge" that Simon Bernstein was Deceased which relates to the Fraud exposed in his court committed by Tescher & Spallina and their legal assistant and notary public Kimberly Moran with Ted Bernstein involved with Tescher & Spallina at all times relevant therein and Spallina and Tescher acting as his counsel in his alleged roles as fiduciary

¹²May 08, 2013 Order Denying Emergency in Simon Estate signed by wrong Judge Colin instead of French and Order Denying Emergency in Shirley Estate
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130508%20Order%20Denying%20Petition%20and%20Amended%20Order%20Denying%20Petit.pdf>

¹³September 21, 2013 Answer and Cross Claim Illinois Federal Court Judge Amy St, Eve
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130921%20FINAL%20Eliot%20Answer%20Jackson%20Nat%20Simon%20Estate%20Heritage%20Spallina188287%20HIGH.pdf>

in Shirley's estate and trust and also being big clients of each other, where Ted brought Spallina and Tescher to Simon Bernstein in order to secure life insurance clients in return from Tescher and Spallina.

Undisclosed Conflicts of PR Brian O'Connell, Joielle Foglietta involved in cases with Judge Colin's wife Elizabeth Savitt and Savitt's attorney Hazeltine at same time O'Connell is Recommended as Successor PR by Creditor Attorney Peter Feaman

48. Recent records obtained as a result of the Palm Beach Post Investigation show that attorneys Brian O'Connell and Joielle Foglietta where Brian O'Connell became appointed in the Simon Bernstein Estate as the new PR upon recommendation of Creditor William Stansbury's attorney Peter Feaman on or around June of 2014 now show that Brian O'Connell and Joielle Foglietta were involved in that same time frame with at least one case involving Judge Martin Colin's wife Elizabeth Savitt and her attorney Hazeltine in the Probate Case of Albert Vasallo¹⁴, CASE NO.:502014MH001432XXXXSB .
49. Said conflicts of interest were never Disclosed by Judge Martin Colin, Brian O'Connell, Joielle Foglietta nor Creditor attorney Peter Feaman, Esq., IF Mr. Feaman knew of this which is presently unknown.
50. As this District Court is or should be aware, attorney Brian O'Connell is under this Court's jurisdiction having been granted Intervenor status in the Illinois Life Insurance Litigation on behalf of the Estate of Simon Bernstein.
51. Yet instead of taking diligent action to secure and obtain Original records, documents, evidence and Discovery by Brian O'Connell which was Ordered by Judge Colin Feb. 18, 2014, and despite the issues in the Illinois litigation involving the "Missing" Trusts, "Missing" Insurance policies, and "Missing" business records that would or should show or lead to the truth of

¹⁴ Palm Beach Post Articles and Court Filings Posted re Vassallo case.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Vassallo%20Case%20Palm%20Beach%20Post%20O'Connell%20Savitt%20Pankauski.pdf>

matters, the O'Connell office has sat silent obtaining virtually no Discovery and records while acting as PR, denying Eliot production requests and opposing motions for discovery and all the while stating he has been working on a voluminous production request to send from the day he was commissioned and which remains incomplete as of this day and never sent out to the parties.

52. O'Connell also failed to do a court ordered inventorying of Simon's office possessions at his office location and it was later learned that Ted had been evicted and was found loading trucks in the night by the landlord and nothing remains at that site and the items of Personal Property are now missing with Alan Rose turning over to O'Connell two boxes of plaques of Simon's claiming that was all there was after 3 years that no one had ever inventoried his businesses, his computer files, records and personal properties for multiple companies. I am aware of several items of personal property that are missing and were not inventoried that were in Simon's office, including but not limited to, gifts from me and William Stansbury to Simon.
53. Meanwhile, as shown in the Summary Judgment process before this Court, LaSalle Bank where it is now newly Discovered that Judge Colin has hundreds of thousands of dollars in business-mortgage loans, was allegedly never contacted in the Life Insurance process despite being named as Primary Beneficiary all the while Judge Martin Colin "controlled" actions in the Probate Court somehow forcing Creditor William Stansbury to pay for the costs of Illinois litigation on behalf of the Estate, which could or should be a Conflict situation from the start, while simultaneously playing some "sham" of a game that Stansbury otherwise has no "Standing" to be in the Florida Probate cases and file petitions to remove Ted as an unqualified not validly serving trustee based on alleged criminal misconduct, major breaches of fiduciary duties and more.

54. A flurry of motions were filed in the State Court to discontinue William Stansbury's obligation to pay for the Estate's federal Illinois counsel and enter into a new "top-loaded" retainer by the Estate for the federal Illinois litigation right around the times this Court's was about to hold a Scheduled conference reflective of some form of undisclosed "agreement" between the O'Connell firm, Peter Feaman, the Illinois counsel and likely Alan Rose-Ted Bernstein (again wholly excluding Eliot on any proposed settlements or other agreements) while the same attorneys were orchestrating other State Court proceedings so that a "Validity" Trial would proceed with no licensed attorney to challenge Alan Rose and Ted Bernstein despite the fact that Peter Feaman had written to O'Connell in Aug. 2014¹⁵ advising him of his "absolute duty" to move the court to Remove Ted Bernstein as trustee for waste of assets, unaccounted for assets and other. See Feaman and O'Connell Motions on Payment of Illinois Litigation.
55. Yet, attorney Feaman never took any follow-up with O'Connell to this date some 19 Months later and O'Connell failed to participate in an orchestrated "one-day" "Validity" trial on Simon's Estate documents leaving the Estate without representation and failing to prosecute the already filed Answer to the Trust Construction/Validity Complaint stating Ted Bernstein. was not a validly serving Trustee under the Simon Trust, as stated,

"AFFIRMATIVE DEFENSE"

1. First Affirmative Defense- Lack of Standing- Ted Bernstein lacks the requisite standing as he is not validly serving as Trustee of the Simon Trust, is not a beneficiary of the Simon Trust, and is not representing any minor child that is a beneficiary of the Simon Trust.¹⁶

¹⁵ August 29, 2014, Feaman Letter to O'Connell Regarding Ted
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf>

¹⁶ February 17, 2015 O'Connell Answer Affirmative Defense Ted is not a validly serving Trustee
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf>

56. Ted was allegedly appointed Successor Trustee by Spallina and Tescher after they resigned after admitting fraudulently altering a Shirley Trust that benefited Ted directly and while acting as Ted's counsel and where the Shirley Trust Successor provision Tescher and Spallina drafted states that the Successor can not be related to the issuer Simon and where further the Trust states that TED IS PREDECEASED FOR ALL PURPOSES OF DISPOSITION OF THE TRUST.
57. These facts alone fundamentally compromise and call into question the actions of the parties and attorneys before this US District Court justifying use of the All Writs Act and Anti-Injunction Act injunctive powers and the Inherent Powers doctrine to at minimum Enjoin the parties and Florida case until Orderly proceedings and Conference and Inquiry made be made by this District Court.

Discovery Abuse - Tescher & Spallina Records never properly turned over in excess of 2 years with no action taken by O'Connell, Foglietta

58. Despite Judge Colin having actual knowledge of Fraud upon his Court involving Spallina and Tescher in the Shirley Bernstein case and having to have Actual knowledge that Simon Bernstein was Deceased at least as of May 2013 when Judge Colin "steps into" Judge French's shoes to Deny my Emergency Motion in the Simon Bernstein case where Judge French was the assigned Judge, Judge Colin **fails to Order for several months any Inquiry** of the Attorneys and parties before his Court and denies further motions by Eliot Bernstein until finally it becomes known that Tescher & Spallina paralegal and employee Kimberly Moran is under investigation and has made admissions about the forgery and fraud¹⁷ and finally Orders a hearing for Sept. 13, 2013.

¹⁷September 04, 2013 Motion to Freeze et al.

59. Yet the bulk of the Hearing is a sham where Judge Colin “dances” around the issue of when it becomes known that Simon Bernstein had been Deceased at the time the fraudulent filings were made, dances around who filed what and why and proceeds to let Robert Spallina off the hook from answering virtually any direct questions of his involvement in the fraud of using Deceased Simon Bernstein to act in the present to Close the Estate of Shirley Bernstein while simultaneously permitting Ted Bernstein to appear as a “Trustee” for Shirley Bernstein on this date.
60. Yet Judge Colin had to have knowledge that Ted Bernstein knew of the Fraud or learned of the fraud since Ted Bernstein had not signed ANY Waiver prior to the April 9, 2012 date when Robert Spallina fraudulently creates a Petition for Discharge allegedly signed by Simon Bernstein on that date which could not have been possible or true since the Petition references Waivers being obtained as Signed Waivers that clearly that had not yet been signed (one not until after Simon passed) and Ted also knew that he had never notarized the Waiver that Kimberly Moran had fraudulently notarized and forged in his name and yet Judge Colin took no action to even inquire of Ted Bernstein and permits him to continue to act as “Trustee” and even after stating he had enough evidence of fraud to read Ted and his counsel Tescher and Spallina their Miranda Warnings at the first hearing, and then promotes Ted after to Personal Representative in the Shirley Estate which was reopened by Colin due to the fraud committed by Ted’s counsel and which fraud benefited Ted and his family directly. Ted had been acting without Letters from the Court as PR at the time his mother’s estate was closed by his deceased father illegally and acting without letters from September 12, 2012 until October 2013 when Letters of Administration were issued and when he found out what his attorneys did in forging

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130904%20FINAL%20SIGNED%20PRINTED%20FILED%20Motion%20to%20Freeze%20Estates%20of%20Shirley%20Due%20to%20Admitted%20Notary%20Fraud.pdf>

and fraudulently notarizing documents and submitting them to the Court as part of a Fraud on the Court, Ted took no actions to report the matters or seize all pertinent and relevant documents for analysis and to this day claims never to have the original trusts and wills he operates under and that he did nothing to validate the authenticity of them. See Dec. 15, 2015 Transcript¹⁸.

61. Ted is close personal friends and business associates with Tescher and Spallina who brought his counsel Tescher and Spallina into the Bernstein family in order to get insurance business clients from them.
62. Yet all of this *begs the question and should have forced Judge Colin to question* that IF Ted Bernstein was in Fact the Trustee and PR of Shirley's Estate after Simon Bernstein passed shown by some proper Original operative document, then Why wasn't Ted Bernstein acting after Simon passed with the Tescher Spallina firm to "close" the Estate or take whatever action was necessary instead of fraudulently using Deceased Simon Bernstein on documents to do so?
63. It is noted for this US District Court that on or about Nov. 5, 2012, the same day an Ex Parte communication from Judge Colin is memorialized to attorney Robert Spallina's office regarding filings in the Shirley Bernstein Estate, my attorney Christine Yates was attempting to get Documents from Robert Spallina's Office relating to the Trusts, Wills, standard documents that Beneficiaries are entitled to¹⁹ yet Christine Yates is told by Spallina's Office that there was no Bernstein case or client?

¹⁸ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

¹⁹ November 06, 2012 Christine Yates Letter Stating Spallina claimed he did not know Bernstein despite several months of meetings with Bernstein family.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121106%20Yates%20letter%20re%20Spallina%20claiming%20he%20does%20not%20know%20Bernstein.pdf>

64. It is noted for this US District Court that this is an ongoing pattern and practice to deny me Eliot Bernstein and my children Counsel of our choice as each time I have had an attorney such as Yates there is Discovery Abuse in getting documents to review and handle the case with Yates being so bullied by the Spallina office that she later resigned or where such as Pankauski I end up consulting with an attorney that ends up working for and with Ted Bernstein or as with Branden Pratt who attends an evidentiary hearing regarding the fraudulent documents of Moran and states he and others do not want to put Moran on the stand despite her being present as they did not want to throw her under the bus, the exact opposite strategy Pratt had recommended immediately prior to and in preparation for the hearing.
65. A similar event happened with Steven Lessne himself who is now pursuing a Guardianship against me with Alan Rose before Judge Phillips on February 25, 2016 at 3:15pm where Lessne obtained confidential valuable information from myself when we first spoke without fully disclosing who he was really working for and in fact concealing and lying about his representation of my family and ended up being counsel to Janet Craig, Manager of BFR for Oppenheimer and Trustee for the children's trusts, all of these attorneys whom should be added to the District Court case on an amended complaint for good and just cause.
66. That part of the improper basis for Guardianship itself is the fact that I have refused for myself and children to take funds which are Part of a Fraud such as funds from the sale of the Shirley Condo when Ted Bernstein had not been approved as any Trustee at the time of sale and not only had Original documents never been turned over but no proper Validity hearing had ever occurred and still has never occurred and thus imposed reasonable conditions on any funds that I would accept that neither I nor my children would be immersed in nor further fraud nor would we be liable as a result for accepting such funds. Yet for this type of action the parties are now

trying to take further control and block me off from Any ability to file and get Discovery by seeking a Guardianship and denying me standing and attempting to now claim I am not a beneficiary with no hearings to determine such and where I am clearly a beneficiary in the Shirley IRREVOCABLE Trust.

67. This Ex Parte Communication of Nov. 5, 2012 was somehow not Docketed with Judge Colin's Court until Nov. 6, 2012 as prominently noted in my May 2015 Motion for Mandatory Disqualification of Judge Colin²⁰ and voiding of his Orders in part due to Fraud On and Fraud By his court, which was denied as legally insufficient by Colin but then leading to the sua sponte "Recusal" within 24 hours that further entails Judge Colin "steering" the Transfer and Re-Assignment of the case to the North Branch of Palm Beach County after his recusal.
68. As shown in the mandatory Disqualification Motion against Judge Colin, Colin had proceeded for 2 years since my original May 2013 Emergency Motion, never holding Validity hearings, never requiring Accountings which to this day have never occurred in the Shirley Bernstein case and are incomplete missing years of accounting in Simon, never addressing Ted Bernstein's involvement and knowledge in the Tescher Spallina frauds while meanwhile using what now appears as the Standard Modus Operandi by attempting to "Force" me to take Distributions from the improper Sale of Shirley's Condo sold by Ted Bernstein even before the Sept. 2013 hearing, thus the standard M.O. of "taking" and "disposing" of the assets first, then trying to retroactively "approve" by Court order. This occurred even where what is claimed as the Shirley Bernstein Trust specifically states that Ted is considered PREDECEASED FOR ALL PURPOSES OF DISPOSITIONS of the trust.

²⁰ May 14, 2015 Mandatory Disqualification Motion Judge Martin Colin
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150514%20FINAL%20Motion%20for%20Disqualification%20Colin%20ECF%20STAMPED%20COPY.pdf>

69. I thereafter filed a Petition for All Writs in the nature of Prohibition and Mandamus²¹ about these actions of Judge Colin in improperly “steering” the case as a Material Fact Witness and Potential Counter Defendant which ultimately lead to the case going to one Judge Coates who not only happened to be a former Proskauer Rose partner but later file review shows that as a Proskauer Partner Coates himself had “Billed²²” as part of the original Iviewit - Proskauer “Billing case before Judge Labarga” whereby Coates billed to Eliot’s companies for time relating to SEC work after learning the Iviewit technologies had been deemed the “Holy Grail” and “Priceless” worth billions upon billions of dollars, claimed by by leading engineers at a company, Real 3D, Inc. (Intel, Lockheed and Silicon Graphics owned) that Proskauer introduced Iviewit to for a technology review.
70. Before this, however, several more months passed by after Colin held the sham Sept. 2013 hearings knowing of serious fraud in his court where six counts of forgery occur where Tescher & Spallina are allowed by Colin to remain in Custody and Control of all of the Documents, Originals, Evidence of Simon and Shirley Bernstein after Spallina claimed in the September 13, 2013 hearing that he knew of no other frauds in the estates and trusts than the forgeries and fraudulent notarizations that Moran did.

²¹ ORIGINAL ALL WRITS

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf>

REDO OF ALL WRITS

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf>

²² Judge Coates Billing Iviewit as Proskauer Rose Partner for Securities Work and Estate Planning of Stock

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Coates%20Billing%20Iviewit%20Holdings%20as%20Proskauer%20Partner%20on%20Iviewit%20Clean.pdf>

and

Proskauer notes referring to Coates involvement with Iviewit

www.iviewit.tv/ProskauerCoatesTriggs.pdf

71. Yet Spallina concealed from the Hearing Record on Sept. 13, 2013 other frauds he had done and that were later admitted to by Spallina to the Palm Beach Sheriff's²³ where he admits having fraudulently altered Shirley's Trust to benefit Ted's family and for months moved the court and retaliated against Eliot in pleading after pleading and finally under PBSO investigation admitted his felony alteration and creation of a Fraudulent Shirley Trust.
72. Despite having admitted to fraudulently altering a Trust document and being directly involved with fraudulent documents filed in the Estate of Shirley Bernstein before Judge Colin through his law firm, ultimately in January of 2014 Judge Colin simply lets Tescher & Spallina "resign" after they admitted to the Bernstein family that they had fraudulently altered the Shirley Trust document and mailed it to Eliot's minor children's counsel²⁴ (making fraudulent changes to include Ted's children as beneficiaries despite Ted and his lineal descendants being considered Predeceased for all purposes of the Shirley Trust) .
73. On February 18, 2014 Judge Colin issues an Order for Tescher & Spallina as follows: "**By March 4, 2014 the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate.**"

²³ PBSO Sheriff Report Page 1-8

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140912%20Sheriff%20and%20Coroner%20Reports.pdf>

²⁴ Attorney Christine Yates, Esq. of Tripp Scott had to be hired by Eliot to get Estate and Trust Documents from Tescher and Spallina due to their refusal to give such documents to Beneficiaries or Interested Parties from day one and when they were finally forced months later by Yates to turn over records they sent documents that have been proven and admitted to be forged and fraudulently notarized by their offices and some of those submitted to the Florida probate court as part of an elaborate fraud on the court to seize Dominion and Control of the Estates and Trusts of Simon and Shirley, fraudulently alter documents and begin to loot the estates of millions upon millions of dollars, in complex legal frauds and all the while refusing documents, losing documents, stealing documents from the estate, no transparency and no accountings. .

regardless of whether such property has been previously distributed, transferred, abandoned, or otherwise disposed of.” (emphasis added) See, Feb. 18, 2014 Order of Judge Colin²⁵.

74. It is clear from the Vasallo records herein²⁶ that Brian O’Connell was already working closely with Judge Colin’s wife Elizabeth Savitt and attorney Hazeltine by the time Brian O’Connell was appointed successor PR by Judge Colin over Simon Bernstein’s Estate in July of 2014 or at least on or about the same time.

O’Connell, Foglietta Disqualified as Material Fact Witnesses intertwined with Alan Rose and Steven Lessne, also Disqualified as Material Fact Witnesses; Intertwined with Spallina, Colin fraud and the Stanford Ponzi fraud; Orchestration to avoid Discovery and Original Documents before Judge Phillips

75. It is clear that compliance with the Feb. 2014 Order against Tescher & Spallina was never determined by the time O’Connell was appointed as PR and to this very day there still has been no Compliance hearing on this Discovery tantamount to continuing Discovery Abuse and Discovery as a Weapon justifying exercise of powers under the All Writs Act and Anti-Injunction Act.

76. I have made and filed multiple requests for Discovery²⁷ and production throughout the Florida State Court litigation which has been denied to such an extent as to be Abuse of Discovery.

²⁵February 18, 2014 Order Judge Colin Tescher and Spallina to turn over ALL records.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

²⁶ Palm Beach Post Articles and Court Filings Posted re Vassallo case.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Vassallo%20Case%20Palm%20Beach%20Post%20O'Connell%20Savitt%20Pankauski.pdf>

²⁷November 01, 2013 Production Request

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEIN%20FIRST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20AND%20THINGS%20PROPOSED%20ON%20THEODORE%20S%20%20BERNSTEIN.pdf>

and

November 01, 2013 Interrogatories Request

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEIN%20FIRST%20SET%20OF%20INTERROGATORIES%20PROPOSED%20ON%20THEODORE%20BERNSTEIN.pdf>

and

May 12, 2014 Production Request Benjamin Brown Curator

While the proceedings before this US District Court were in essentially a hold pattern with the submissions of the Summary Judgement motions and while my Petition for All Writs at the Florida Supreme Court was pending regarding Judge Colin as a Necessary and Material Fact witness which further sought a Stay by the Florida Supreme Court and preservation of evidence, documents and discovery, after Judge Coates who worked at Proskauer and had billed Iviewit on SEC matters Recused from the Florida case after the improper Transfer from Colin whereby he gained confidential court records while initially denying he had conflicts or knew of Eliot or Iviewit, the case was then assigned to the current Probate Judge John Phillips.

77. The Petition for All Writs²⁸ at the Florida Supreme Court further brought up for review the very process by which Judge Colin “poisoned” the transfer and steered the case to the North Branch

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140512%20ELIOT%20BERNSTEIN'S%20FFIST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20BENJAMIN%20BROWN.pdf>

and
January 20, 2015 Motion for Production from Brian O'Connell

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150120%20FINAL%20SIGNED%20PRINTED%20Request%20for%20Production%20Brian%20O'Connell%20ECF%20COPY.pdf>

and

February 27, 2015 Motion in Opposition to Production

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150227%20Motion%20in%20Opposition%20to%20PR%20Motion%20to%20Strike%20Production%20ECF%20Copy.pdf>

and

November 09, 2012 Christine Yates, Esq. request to Spallina and Tescher for Production

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120909%20Letter%20Yates%20to%20Spallina%20re%20Information%20Request.pdf>

and

December 21, 2012 Christine Yates, Esq. to Spallina

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121221%20Yates%20Letter%20to%20Spallina%20re%20Simon%20Shirley%20Estate%20info.pdf>

and

June 13, 2013 Letter Marc Garber, Esq. to Christine Yates re Spallina and Tescher

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130613%20Marc%20Garber%20Letter%20re%20Christine%20Yates%20termination%20Spallina%20etc.pdf>

²⁸ June 10, 2015 All Writ Filed with the Florida Supreme Court @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf>

and

July 01, 2015 Amended All Writ Filed with the Florida Supreme Court @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20>

in his Sua Sponte Recusal²⁹ just one day after denying a Mandatory Disqualification based in part on Fraud on the Court and Fraud by the Court.

78. Joielle Foglietta of the O'Connell firm then filed for a Status Conference³⁰ which was held on July 15, 2015 during which time I raised the pending Writ with Judge Phillips who indicated twice on the record I would "be heard" on this at the next appearance.
79. While I had written to Joielle Foglietta by email to ascertain the proposed Schedule of proceedings, none was forthcoming however the O'Connell and Joielle Foglietta team filed for a Case Management Conference in the SIMON Bernstein Case which was scheduled and held Sept. 15, 2015.
80. After close of business hours on the Eve of the Conference, attorney Alan Rose on behalf of Ted Bernstein submitted a filing seeking to co-opt the Conference and impose a Guardianship on me before Judge Phillips at that time without disclosing that hearings had already been held and even Judge Colin had denied this repeated demand for guardians, contempt hearings, requests for gag orders and arrest of Eliot.
81. As shown by the Transcript of Conference of Sept. 15, 2015 and my subsequent Motions for Mandatory Disqualification of Judge Phillips, Phillips fundamentally denied me a Due Process Opportunity to be heard on this day despite saying my Writ application would be addressed cutting me off at each attempt to be heard yet allowing Alan Rose to begin moving Judge Phillips to schedule a Trial in the Shirley Bernstein case which was NOT Noticed for the Conference that day and ultimately Judge Phillips Ordered a Pre-determined, prejudged "One-

[OWrits%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf](#)

²⁹May 19, 2015 Colin Sua Sponte Recusal and Steering of the Cases

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf>

³⁰August 03, 2015 Case Management Conference Notice of Hearing in SIMON ESTATE ONLY

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150803%20Notice%20of%20Hearing%20for%20Sept%202015%202015%200930am%20Case%20Management.pdf>

day” Validity Trial for Dec. 15, 2015 in a case not even Noticed for Conference that day. See Sept. 15, 2015 Transcript³¹.

82. Licensed attorneys O’Connell acting as PR for Simon’s estate, Foglietta and Creditor attorney Peter Feaman sat by idly watching as this occurred without raising any questions on Discovery, production or standard pre-trial issues as the record reflects they barely said a word at a hearing both have vested interest in.
83. It should be noted that this occurred after Judge Phillips “pre-judged” any matters relating to Judge Colin expressing his “love” for Judge Colin on the Record and his friendships with all the attorneys and stating I was the only one he knew nothing of in an angry tone and indicating he would not find Colin had done anything wrong without even having the Due process Opportunity to make or state a case while falsely representing he had no powers to do so when Florida law allows for prior Orders to be vacated. See, Transcript of Case Management Conference Sept. 15, 2015³².
84. Florida Rules of Civil Procedure provide in part:

RULE 1.200. PRETRIAL PROCEDURE (a) Case Management Conference. At any time after responsive pleadings or motions are due, the court may order, or a party, by serving a notice, may convene, a case management conference. The matter to be considered shall be specified in the order or notice setting the conference. At such a conference the court may: (1) schedule or reschedule the service of motions, pleadings, and other papers; (2) set or reset the time of trials, subject to rule 1.440(c); (3) coordinate the progress of the action if the complex litigation factors contained in rule 1.201(a)(2)(A)–(a)(2)(H) are present; (4) limit, schedule, order, or expedite discovery; (5) consider the possibility of obtaining admissions of fact and voluntary exchange of documents and electronically stored information, and stipulations regarding authenticity of documents and electronically stored information; (6) consider the need for advance rulings from

³¹ September 15, 2015 Judge Phillips Status Conference Transcript
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

³² September 15, 2015 Judge Phillips Status Conference Transcript
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

the court on the admissibility of documents and electronically stored information; (7) discuss as to electronically stored information, the possibility of agreements from the parties regarding the extent to which such evidence should be preserved, the form in which such evidence should be produced, and whether discovery of such information should be conducted in phases or limited to particular individuals, time periods, or sources; (8) schedule disclosure of expert witnesses and the discovery of facts known and opinions held by such experts; (9) schedule or hear motions in limine; (10) pursue the possibilities of settlement; March 16, 2015 Florida Rules of Civil Procedure 36 (11) require filing of preliminary stipulations if issues can be narrowed; (12) consider referring issues to a magistrate for findings of fact; and (13) schedule other conferences or determine other matters that may aid in the disposition of the action.

85. Yet, despite knowing that this Rule provides, “**The matter to be considered shall be specified in the order or notice setting the conference**”, licensed attorneys O’Connell, Foglietta and Feaman took no action during or after to correct the pre-judged “one day” Validity Trial scheduled in the wrong case, Shirley Bernstein, which was Not noticed for Conference on this date.
86. Such attorneys further took No Action to raise DISCOVERY COMPLIANCE prior to to the Trial despite the outstanding Order of Judge Colin of Feb. 2014 nor was I allowed a Due Process opportunity to raise Discovery issues, the need for Experts due to the fraud already determined in dispositive documents nor the need for a longer trial period based upon multiple Witnesses needed nor the need for Pre-Trial Depositions and the record will reflect that as I tried to make claims I was rudely shut down repeatedly by rude and angry Judge Phillips.
87. To backtrack slightly which shows the continuing pattern of Discovery Abuse in the State Court, by the time of the Sept. 13, 2013 Hearing³³ after the fraud and forgeries in Judge Colin’s Court were Discovered, over 3 Years Ago now Judge Colin had been notified on the Record during that Sept. 2013 hearing that as of a Year After my father Simon Bernstein passed away I

³³ September 13, 2013 (one year to the date of Simon’s passing Colin Hearing
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130913%20TRANSCRIPT%20Emergency%20Hearing%20Colin%20Spallina%20Tescher%20Ted%20Manceri.pdf>

still had NO proper Documents on the Trusts and Wills including the Oppenheimer Trusts yet attorney Steven Lessne is now seeking a Guardianship against me before Phillips even though Lessne represents Oppenheimer who is a “Resigned” Trustee with no standing. I notified Judge Colin on the Record as follows from the September 13, 2013 hearing footnoted herein:

Page 06

12 THE COURT: Okay. So the bills that they

13 were paying for you were what bills?

14 MR. ELIOT BERNSTEIN: All of them.

15 THE COURT: All the bills.

16 MR. ELIOT BERNSTEIN: Health insurance,

17 electricity, water, food, clothing, everything,

18 100 percent.

19 THE COURT: When did the emergency take

20 place?

21 MR. ELIOT BERNSTEIN: On August 28th.

22 They told me if I didn't sign releases that

23 Robert wanted me to sign and turn the money

24 over to my brother, the remaining corpus of the

25 trust, that they were going to shut the funds

Page 7

1 off as of that day.

2 THE COURT: And they did?

3 MR. ELIOT BERNSTEIN: I'm not 100 percent

4 sure, because then I asked them for their

5 operating documents that Mr. Spallina had sent

6 them, and once again we've got unnotarized

7 documents □ □

8 THE COURT: We'll talk about the notary

9 thing in a second.

10 **MR. ELIOT BERNSTEIN: Okay. Then we have**

11 **new improperly notarized documents authorizing**

12 **the trust to operate, and they sent me**

13 **incomplete documents which are unsigned on**

14 **every page of the trust agreement, so they're**

15 **telling me and I've asked them three times if**

16 **they have signed copies and three times they've**

17 **sent me unsigned copies.**

18 THE COURT: Okay, but what bills today □ □

19 MR. ELIOT BERNSTEIN: All of them.

88. Previously in this Hearing Judge Colin is further shown how Spallina was Not Notifying certain banks such as Legacy that Simon Bernstein had passed away and is “moving” funds around from different accounts as follows;

Page 05

13 THE COURT: Okay. So tell me how that □□
14 what evidence is there that this is an
15 emergency along those lines?

16 MR. ELIOT BERNSTEIN: Okay, the estate
17 representatives when my parents died told us
18 that they were understanding the special
19 circumstances me and my three children are in,
20 and that funds had been set aside and not to
21 worry, there would be no delay of paying their
22 living costs and everything that my father and
23 mother had been paying for years to take care
24 of them, and then they were paying that out of
25 a bank account at Legacy Bank.

1 THE COURT: Who is they?

2 MR. ELIOT BERNSTEIN: Mr. Spallina had
3 directed Rachel Walker to pay the expenses of a
4 Legacy bank account. It was being paid. And
5 then Mr. Spallina stated that I should or that
6 Rachel should □□ she was fired, she should now
7 turn the accounts over to my wife to start
8 writing checks out of an account we've never
9 seen.

10 So I said I didn't feel comfortable
11 writing checks out of an account, especially
12 where it appeared my dad was the signer, so I
13 called Legacy Bank with Rachel and they were
14 completely blown away that checks had been
15 being written out of a dead person's account.
16 Nobody had notified them that Simon had
17 deceased. And that no □□ by under no means
18 shall I write checks out of that account, and
19 so then Mr. Spallina told me to turn the
20 accounts over to Janet Craig of Oppenheimer,
21 and Oppenheimer was going to pay the bills as
22 it had been done by Rachel in the past. And so
23 we sent her the Legacy account. We thought all
24 that was how things were being done and, you
25 know, he doesn't give us any documents
1 whatsoever in the estate, so we don't know, you

2 know, what he's operating out of, but
3 Oppenheimer then started to pay the things
4 first they said, wait a minute, these are
5 school trust funds well, they actually said
6 that after they started paying, and they were a
Page 06
7 little hesitant that these funds were being
8 used for personal living expenses of everybody,
9 which the other Legacy account had been paying
10 for through an agreement between and my
11 parents. And then what happened was
12 Mr. Spallina directed them to continue, stating
13 he would replenish and replace the funds if he
14 didn't get these other trusts he was in the
15 process of creating for my children in place
16 and use that money he would replenish and
17 replace it.
18 So the other week or two weeks or a few
19 week ago Janet Craig said that funds are
20 running low and she contacted Mr. Spallina who
21 told her that he's not putting any money into
22 those trusts and that there's nothing there for
23 me, and that basically when that money runs out
24 the kids' insurance, school, their home
25 electricity and everything else I would
1 consider an emergency for three minor children
2 will be cut off, and that was not

STEVEN LESSNE DISQUALIFIED AS MATERIAL FACT WITNESS

89. Thus it is clear that the Oppenheimer Trusts are just another set of Trusts and Documents and evidence where Discovery Abuse has occurred and huge delays in getting Any proper Operative documents has occurred which continues to this day, yet Lessne is moving for Guardianship against me before Phillips for a second time after law of the case was established in virtually an identical filing whereby Guardianship was denied and it was determined that after Lessne finished an accounting, if the Successor Trustee wanted to bring such charges they could but that he had no standing.

90. Mr. Lessne becomes a Material Fact Witness in the Chain of Custody of documents and Originals involving various Trusts and what the Trusts should say or provide where he claims as an Attorney in a sworn Filing before Judge Colin filed June 20, 2014 as follows:

“Oppenheimer's Appointment, Service and Resignation As Trustee
5. Gerald R. Lewin was the initial trustee of the Trusts. 6. On September 5, 2007, Mr. Lewin resigned as trustee and appointed Stanford Trust Company as his successor pursuant to Section 5 .3 of the Trusts. “
Lessne filing June 20, 2014³⁴.

91. This sworn Statement, however, is contradicted by Multiple other documents and filings herein, however, demonstrating exactly why Injunctive relief for preservation and Orderly Production of Discovery is Necessary for this US District Court in furtherance of its jurisdiction.

92. In what was Allegedly Filed in the Palm Beach County Courthouse by Robert Spallina claimed to be filed on July 7, 2010 is an alleged Petition to Appoint Successor Trustee dated June 18, 2010³⁵ which claims one TRACI KRATISH *and not Gerry Lewin as Lessne claims* was the TRUSTEE of the Children’s Trusts who allegedly Resigned Sept. 12, 2007 whereupon it claims the STANFORD TRUST took over and then purports to be a Petition of me and my wife Candice authorizing OPPENHEIMER to take over as Trustee from Stanford yet this document appears to have Robert Spallina’s signature on it yet where my wife and Candice Bernstein have Reported this Document as Fraud and a Forgery to the Court and Palm Beach County Sheriff’s as not only had we never signed this document but had never even met Robert Spallina as of 2010 and this was Reported to Judge Colin during the June 2014 hearings with Oppenheimer

³⁴June 20, 2014 Oppenheimer Complaint

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140620%20Oppenheimer%20v.%20Eliot%20Candice%20Joshua%20Jacob%20and%20Daniel%20Case%20No%20502104cp00281xxxxsb%20Summons%20and%20Complaint%20Eliot%20Service%20Low.pdf>

³⁵June 19, 2010 Petition

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20100619AllegedForgedEliotCandicePetitiontoAppointSuccessorTrusteeJoshuaJacobandDaniel.pdf>

and Lessne, yet fell on deaf ears. See, Petition under Spallina's Signature in 2010 alleged as Fraud to Palm Beach Sheriff and Court by Eliot and Candice Bernstein.

93. Thus Lessne is a material fact witness as to who the Real Trustee is and what the operative documents actually say.
94. Further, there is a significant issue as to whether Trusts were Transferred from Oppenheimer to JP Morgan where Lessne, Oppenheimer and Janet Craig of Oppenheimer all should be witnesses thus making the Discovery Abuse as a Weapon even more harmful since there is never any clear, orderly picture of what is taking place when and by who.

ALAN ROSE AS MATERIAL FACT WITNESS

95. To further complicate the frauds in what should make Alan Rose a Material Fact Witness, in May of 2015 Alan Rose magically comes out with an alleged ORIGINAL of the Trusts which he allegedly "Finds" left at the 7020 Lions Head Lane Boca Raton, Fl St. Andrew's Home of Simon Bernstein after his passing yet by this point in time the ENTIRETY of the St. Andrews's Home had already been Seized and Inventoried by Brian O'Connell and Joielle Foglietta's Offices as of March 2015, several months before and before that by Benjamin Brown the Curator.
96. Alan Rose somehow amazingly tries to claim after allegedly finding and removing from the Estate without authorization from O'Connell who has custody over them, 3 "Originals" of my Children's Trusts that somehow these were Unimportant and Discounted and "Overlooked" by the O'Connell Foglietta team who are fully aware of the problems with the trusts in the Oppenheimer case and who Already had allegedly Fully Inventoried and seized Custody of all these items at the St. Andrews Home in March 2015 two months before in a case where

substantial Document fraud had already been demonstrated and Discovery abuses going on continually, Emailing on May, 20, 2015³⁶ as follows:

From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Wednesday, May 20, 2015 2:14 PM
To: Lessne, Steven; Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: Ted Bernstein; O'Connell, Brian M.; Foglietta, Joy A
Subject: Original signed "Oppenheimer" Trusts

Mr. Lessne and Mr. Eliot Bernstein:

I am writing to advise that we located some files in drawers in Simon's private office in his home at Lions Head, as we were trying to assess the complexity of things that must happen between now and the closing of Lions Head. My primary reason was to visually inspect the three chandeliers that have been the subject of PR emails in the past few days.

In any event, and although these files likely were examined and discounted as unimportant by the PRs after Simon's death and likely meant nothing if and when they were catalogued or viewed during the O'Connell as PR re-appraisal/re-inspection, I noticed a folder marked as the Jake Bernstein Trust. Looking more closely, there were three green folders labeled with Eliot's children's names and inside are what appear to be the original signed Irrevocable Trust Agreements for the Trusts which Oppenheimer formerly served. ***These may be relevant or important to the ongoing Oppenheimer case, so I bring them to your attention.*** There also are what appears to be some tax returns and Stanford Account Statements. Simply because I have attended some of the Oppenheimer hearings, I understand that Eliot claims at least one of the Trusts does not exist. As an officer of the court, and because these may be relevant, I have taken temporary custody of the documents. I will hold them pending joint instructions or a court order, but would prefer to deliver them to Steve Lessne as Oppenheimer's counsel. These have no economic value and have no bearing on the estate, so I doubt Brian O'Connell would want them, but I did not want to see them lost or discarded in the impending move. To facilitate your review, I have scanned the first and last page of each trust, and scanned the first page of the ancillary documents, and attach that in .pdf format.

I am sure that people have looked through these files before, and there did not appear to be anything else of significance. (I did notice a few folders with other grandchildren's names, not Eliot's kids, but left those papers in place because I understand that everyone except Eliot has fully cooperated with Oppenheimer in resolving these matters.)

³⁶May 20, 2015 Alan Rose, Esq. Letter re Finding New Documents and removing them illegally from Simon's Estate and whereby the records were in the custody of Brian O'Connell at that time and Rose took them from the Estate without authorization.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150520%20Alan%20Rose%20Letter%20to%20Eliot%20et%20al%20Regarding%20Oppenheimer%20Trust%20documents%20and%20Tax%20Records%20found.pdf>

I also have had occasion to re-look through a small box of trust documents which I have been holding, which came from Simon's former work office. Inside file folders in a desk drawer, Simon retained duplicate originals of the trust agreements relevant to my cases. When I was looking to reexamine these documents – duplicate originals of the 2008 Trusts and the 2012 Trust (the true originals remain with Tescher & Spallina who drafted them) – I noticed a copy of the three separate irrevocable trust documents. Again, these would not have caught my eye originally because I would have never guessed that Eliot would claim the trusts were not valid. I only recently had occasion to notice these in looking for the duplicate trust originals for Simon and Shirley. The three Irrevocable Trusts appear to be signed and witnessed on page 17, but the individual pages are not initialed. Again, these were only copies, but now having looked at the originals included in the attached scan, I note (although not a handwriting expert) that the attached copies appear to be absolutely identical to the originals just found in Simon's personal office.

These copies include IRS forms under which Traci Kratish PA, as Trustee appears to have applied for and obtained a Taxpayer ID number for each trust, and obviously she provided these to Simon. Each of the Trust documents is signed by Simon Bernstein, as Settlor, and by Traci Kratish PA as the initial Trustee, and the signatures are witnessed by two people. Simon's is witnessed by Jocelyn Johnson and someone else. I am advised that Jocelyn was an employee of Simon's, as presumably was the second witness and also the initial Trustee, Traci Kratish, who was in house counsel for the companies Simon owned part of.

Although this was long before any involvement on my part, Traci Kratish appears to have been the initial trustee (there is a typo elsewhere naming Steven Greenwald). I do not know Steven Greenwald, but I have confirmed that that these trusts were not created by Tescher & Spallina. If they had been, I'm sure they would have retained the original and given Simon duplicate originals as they did for all of the trust documents for the 2008 and 2012 Trusts they prepared. I do not know if Greenwald prepared these and made a typo leaving his name on a later section, or if Kratish prepared these from a boilerplate Greenwald form and made the typo. Either way, and it does not matter to me, the fact that this was a simple and ordinary typo should be obvious to all.

Eventually, Traci Kratish left the employ as the in-house counsel for the companies. Sometime before or at the time of her leaving, she resigned and appointed someone else, and eventually these trusts accounts along with similar trusts for Simon's other seven grandchildren and much of Simon's personal wealth, were moved to Stanford. After Stanford's collapse amid word that it was a Ponzi scheme -- Simon lost upwards of \$2 million of his own funds in the Ponzi scheme -- Simon directed the transfer of the his and these trust accounts to Oppenheimer. Simon selected Oppenheimer; paid Tescher's firm to do the necessary documents to appoint Oppenheimer as successor trustee; took the documents from Tescher and had them signed by all children, including Eliot and Candice; and returned the documents to Tescher for filing. I presume that Simon paid all of these legal fees, because that is the right thing to do from an estate planning strategy and as a favor to his grandkids. I now have seen copies of the filed Petitions, and again without being a handwriting expert, it certainly looks like Eliot's and Candice's

signature on them, regardless of whether they had ever met Tescher or Spallina before their parents' deaths.

Eliot and Candice reaped the benefits of Oppenheimer's services, and in any event there is no reason to believe that Candice and Eliot did not sign these Petitions for the benefit of their children. If Eliot now suggests that his and his wife's signatures do not appear on the June 2010 Petitions appointing Oppenheimer 2010 allegation, which is highly doubtful just looking at the three sets of signatures, that would mean Eliot is accusing Simon of being a forger. Eliot already is supportive of Bill Stansbury, who accuses Simon of committing a fraud on Stansbury. I would be shocked by any accusation that Simon did not obtain from Eliot and Candice their genuine signatures on the June 2010 Petitions, and particularly shocked that Eliot, who received so much of his father's (and mother's) largesse during their lifetimes, would now malign Simon's name in such a manner.

Anyway, I'm not sure if either of you needs these any longer, but if you do, here they are.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991
505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

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97. Thus, Brian O'Connell, Joielle Foglietta, Alan Rose and Steven Lessne are all Material Fact Witnesses on this Chain of Custody alone which all is critical evidence for this Court as it relates to the production of Valid and Original Trusts and documents at issue and my Cross-Counterclaims and thus Injunctive relief should now issue.

98. Lessne, nor Rose (a Counter Defendant in the Stayed Counter Complaint in the Oppenheimer case), has yet to turn these alleged new documents into the Court and where since the lawsuit was based on other documents filed this would seem to materially affect the whole case.
99. It should be noted that in the days and weeks leading up to this “magical” Discovery by Alan Rose that the O’Connell and Foglietta team had issued substantial billings for communications with Alan Rose³⁷ even though O’Connell had filed an Answer claiming Alan Rose’s client Ted Bernstein was Invalid as a Trustee although the Petition had not been heard.
100. Alan Rose and Brian O’Connell are again tied up as material fact witnesses just a few weeks later when Judge Coates briefly came into the case wherein Alan Rose now “magically” has “Originals” of the Shirley Trust and related documents that he allegedly scanned onto a CD and while his Letter indicates he was “Transferring” this CD to me in person at Court he actually used Brian O’Connell to “pass me” the CD.
101. Rose claims these are “Originals” or “Duplicate Originals” scanned onto the CD but provides No Chain of Custody of how, when, where or why these come into his possession making him a Material Fact Witness on the Chain of Custody of documents. See, Alan Rose Letter of June 4, 2015³⁸. As noted, here is where “Originals” appear to be signed in Different Color Ink from the “Original” Originals and where the *naked human eye* can detect too many identical signatures identically or virtually identically placed in the some place on the documents and too many initials placed in the same place.

³⁷Ciklin/O’Connell Billing Statements

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20MASTER%20O'Connell%20Ciklin%20Fees%20Billing.pdf>

and

Rose and O’Connell billing excerpts from Ciklin bills

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20Rose%20O'Connell%20Legal%20Fees%20Bills%20Excerpts%20In%20Chronological%20Order.pdf>

³⁸ June 04, 2015 Rose Letter Regarding CD of Newly Discovered Estate and Trust documents

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150604%20Rose%20Letter%20with%20CD%20of%20Simon%20Shirley%20Oppenheimer%20Trust%20Will%20Documents.pdf>

102. Yet, on or about August 11, 2015, I physically appeared and went to the O'Connell law office per arrangements with Joielle Foglietta and was directed to some Staff member I will call "Jane Doe" for now, although other records may disclose her name, whereupon I was supposed to be able to finally "view" and "inspect" all of Simon's Business Records, Documents, etc that the O'Connell firm had obtained and am shocked to be placed into a Conference Room with 4 Banker Boxes that were half-full for my father who had been a successful Insurance business person for Decades with multiple bank accounts, corporations, trust companies and tons of other personal records. One of the boxes had allegedly been dropped off by Alan Rose and only had a few miscellaneous "wall hangings" from his Business Office and the other 3 boxes are allegedly what the O'Connell firm had taken out of the St. Andrew's home.
103. Yet these were partially filled boxes and the Jane Doe staff member indicated she had retrieved "everything", "everything" from the St. Andrew's home on or around June 4, 2015 which contradicts what Joielle Foglietta had claimed in March 2015 about taking custody of the Business documents and files and further contradicts what Alan Rose "finds" in May of 2014, thus rendering all of these individuals Material Fact Witnesses on Chain of Custody and possession. Miraculously these documents appear days before Sheriff deputies are contacting Kratish regarding the prior documents and allegations of fraud in the prior documents.
104. This item further ties up Judge Colin, the Palm Beach County Sheriff's Office, Gerry LEWIN, SPALLINA and TESCHER as more intertwined in the fraud.
105. Both Judge Colin and the PBSO are aware that Eliot and his wife Candice have claimed they never signed a Petition that SPALLINA "Witnessed" in 2010 relating to the Trust which

SPALLINA apparently deposited with Colin's court in June of 2010³⁹ and that Colin is alleged to have signed.

106. The Document provided by ROSE as an "original" however, purports to be a Trust signed Sept. 7, 2006 and allegedly witnessed by one Traci Kratish.
107. However, in her statement to the PBSO⁴⁰, Traci Kratish, a lawyer and accountant, says she did not begin work with Eliot's father until Sept. 10, 2006 and was not brought in Pre-Stanford Trust and has no independent recollection of signing this Trust which is further ripe with errors such as referring to Traci Kratish as a "he" instead of "she", having a different trustee Steven Greenwald identified later in the document as the "Trustee," no reference to the law firm who allegedly prepared the Trusts, missing initials on the pages and other obvious errors.
108. Still further, LEWIN prepares and has Tax documents (copies, not Originals) saying the Trust was created on Sept. 1, 2006, not Sept. 7th and further that Stanford was the Trustee from the beginning and not Traci Kratish as alleged by SPALLINA in the June 2010 Petition claiming the Trusts went from Kratish to Stanford and then Oppenheimer with this Petition allegedly signed by Eliot and his wife which they have denied signing or seeing prior to it being produced in the matters to the the PBSO and COLIN and reported as fraud⁴¹.
109. Despite the PBSO and PANZER knowing all the fraud admitted to date and SPALLINA who was not forthcoming in his first interview, PBSO illegally steers this part of the fraud and criminal investigation away from following up with Spallina and the involved parties and

³⁹ July 08, 2010 Alleged Forged Petition for Children's Trusts Oppenheimer @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/Exhibit%20E%2020100619%20Alleged%20Eliot%20Candice%20Petition%20to%20Appoint%20Successor%20Trustee%20Joshua%20Jacob%20and%20Daniel.pdf>

⁴⁰ May 21, 2015 Traci Kratish PBSO Interview statements @ [www.iviewit.tv/Simon and Shirley Estate/Kratish Statements to PBSO.pdf](http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/Kratish%20Statements%20to%20PBSO.pdf)

⁴¹ May 20, 2015 Alan Rose Email Claiming to have found New Trust Documents @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150520%20Alan%20Rose%20Letter%20to%20Eliot%20et%20al%20Regarding%20Oppenheimer%20Trust%20documents%20and%20Tax%20Records%20found.pdf>

attempted to close the case in a rush with admitted felony crimes of Spallina not being prosecuted and thus committing misprision of felony and aiding and abetting the fraud by failure to report the admitted crime to prosecutors and which is currently under a second Internal Affairs review, the first review after Judge Colin interfered with the criminal investigations and had them close the case of Fraud on the Court stating he would handle those and forcing Eliot to IA to have the cases reopened due to the improper interference, which led to subsequent interviews where Spallina confessed to Felony misconduct..

110. By TESCHER SPALLINA Bates⁴² No. TS000815 Spallina falsely writes to Christopher Prindle of Wachovia/Stanford/Oppenheimer/JP Morgan on July 1, 2010 who is intimately involved in the Financial Accounts of Simon Bernstein claiming he has: “**certified Final Orders on Petitions to Appoint Successor Trustee** designating Oppenheimer Trust Company as Successor Trustee of the following trusts: 1. Daniel Bernstein Irrevocable Trust dated September 7, 2006 2. Carly Esther Friedstein Irrevocable Trust dated September 7, 2006 3. Jake Bernstein Irrevocable Trust dated September 7, 2006 4. Max Friedstein Irrevocable Trust dated September 7, 2006 5. Julie Iantoni Irrevocable Trust dated September 7, 2006 6. Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006 “ all as of July 1, 2010.

⁴² Tescher & Spallina Bates Numbered Court Ordered Production

It should be noted that while the documents are bates stamped they were never tendered by Spallina and Tescher to the court and no document originals were tendered to successors despite court order to turn over “ALL” records, whereby all copies of alleged documents in the Tescher and Spallina production are therefore alleged fraudulent and part of an ongoing fraud to cover up and maintain the prior frauds they have been caught in and further continue the frauds.

***FOR ALL FURTHER REFERENCES HEREIN of SPALLINA and TESCHER Bates Stamped Documents please refer to the following link which contains the entire file of Bates stamped documents Total Pages 7,202 with gaps in the bates numbering and search for the Bates numbers listed in this filing.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140602%20PRODUCTION%20OF%20DOCUMENTS%20SIMON%20ESTATE%20BY%20COURT%20ORDER%20TO%20BEN%20BROWN%20CURATOR%20DELIVERED%20BY%20TESCHER%20AND%20SPALLINA.pdf> (File is large and takes time to download)

111. Yet on the same date of July 1, 2010, by TS000831 SPALLINA writes to Margaret Brown at Baker Botts saying:

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Thursday, July 01, 2010 9:14 AM

To: Brown, Margaret

Subject: Bernstein

Dear Margaret - we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

112. The close relationship with SPALLINA and COLIN is shown by the casual manner SPALLINA is simply going to “walk through” over at the Court to get the Orders he has told key Financial person Christopher Prindle he already has in Certified form as of the same date.

113. The alleged Orders do appear to be “Certified” and signed by COLIN but not until July 8, 2010, a week after he tells Prindle these are done by the Court already which SPALLINA writes to Margaret Brown again about on July 8, 2010, see TESCHER SPALLINA PRODUCTION Bates No.TS000829.

114. This pattern and practice of false information even shown by the TESCHER SPALLINA production is further reason to Enjoin and Restrain the parties and the evidence in further aid of this Court’s jurisdiction.

115. Moreover, because there are NO Accountings from TESCHER SPALLINA in the year and half plus of their involvement as fiduciaries (NO accountings in Shirley for FIVE years and INCOMPLETE ACCOUNTING FOR SIMON ONLY RECENTLY TURNED OVER after almost three years after Simon’s Passing) where millions were likely moved between accounts or converted without any accounting, Records and accounts of Christopher Prindle, Stanford, JP Morgan and Oppenheimer should further be enjoined when the Court has proper jurisdiction over these parties.

116. Note that the Curator Ben Brown of the Estate of Simon Bernstein purported to have obtained actual signed Tax returns from the IRS herein for Simon's Estate and quietly died at a young age shortly thereafter upon information and belief before turning them over and according to O'Connell he never received them and immediately ordered new ones immediately after gaining Letters of Administration but still has not received them to the best of my belief and certainly has not turned them over to me as promised.
117. Yet, current PR of the Simon Bernstein Estate Brian O'Connell and Joielle Foglietta of the Ciklin Lubitz Martens & O'Connell law firm have Never obtained or provided any Signed Tax Documents or actual originals in the 18 months in the case yet repeatedly bills the Estate for calls with Alan Rose, including many redacted Billing entries⁴³ and⁴⁴.
118. The 2007-2008 LIC Tax statements where Simon Bernstein was 45 % owner shows 2 consecutive years of revenue exceeding \$30 Million per year and where Renewals on insurance should still be coming in but where TED, ROSE and the PRs claim estates and trusts virtually empty while denying discovery and production⁴⁵, with Simon taking several million dollars in income in just these years prior to his death.
119. Yet, the O'Connell and Foglietta team claim the Estate is out of money and even proceeded to demand a payment of \$750 approximately from myself to obtain copies of the bare records in 3 partially filled boxes the PRs have obtained to date that they stated copies would be ready for me to pick up when I went to their offices and were not, then later when I was forced to

⁴³ Alan B. Rose and Brian O'Connell Billing Excerpts from Ciklin Lubitz Martens & O'Connell Bills @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20Rose%20O'Connell%20Legal%20Fees%20Bills%20Excerpts%20In%20Chronological%20Order.pdf>

⁴⁴ O'CONNELL and Ciklin Lubitz Martens & O'Connell Billing Statements @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20MASTER%20O'Connell%20Ciklin%20Fees%20Billing.pdf>

⁴⁵ 2007-2008 Unsigned Tax Returns LIC prepared by Gerald Lewin CPA <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/tax%20returns%202007%202008%20LIC.pdf>

repeatedly ask for them to be sent they changed their tune demanding payment for the meager records they had obtained and further *have repeatedly denied access to even visually Inspect the alleged Storage unit where all the TPP allegedly is.*

120. As will be shown later herein, Millions remain Unaccounted for in the cases further justifying an Injunction at this time.

“Orchestration” of the “One-day” “Validity” Trial by the Fiduciaries, Lawyers and Judge

Phillips

121. Despite this tortured background, the licensed attorneys O’Connell, Foglietta, Rose and Feaman allow matters to proceed along course to a “one-day” Validity Trial with Judge Phillips held Dec. 15, 2015.

122. In the weeks before this, Creditor attorney Peter Feaman expressly stated in a phone call with myself, William Stansbury and others that there was a deliberate “conspiracy” against me by the parties with money and connections or words to that effect.

123. Attorney Peter Feaman also acknowledged that Florida Courts do have traditional Pre-Trial and Trial procedures, none of which were followed.

124. No pre-trial Discovery compliance was ever determined, no Pre-trial Depositions were determined, and I was provided no Due Process opportunity to speak about the Necessary Witnesses that should be at Trial which would make the Trial go beyond one day and the importance of having the hearings to remove Ted first to determine if he would even be able to conduct validity hearings, especially where there was document fraud with the documents being validated committed by his attorneys representing him as fiduciary and where the fraud directly benefited Ted’s family, slight conflicts that should have forced Ted from holding the hearings. Ted also being considered Predeceased for ALL PURPOSES OF DISPOSITION OF THE

SHIRLEY TRUST certainly could not hold a validity hearing as it regards disposition of the trust. Yet, Phillips refused both Feaman and my request to have that hearing first.

125. Creditor Attorney Peter Feaman had previously in August of 2014 written a specific letter to Brian O'Connell indicating he had an "absolute duty" to take up the baton to remove Ted Bernstein noting the waste of assets, lack of accountings, conflicts of interest and other items, although attorney Feaman would take no action to prevent or participate in the "Validity Trial" despite the fact that the only 2 Witnesses that were called, Robert Spallina and Ted Bernstein (both involved in the Fraudulent Documents submitted to the court and others) were Both parties that Creditor William Stansbury had sued although that case was before a separate Judge.
126. Despite the Fraud shown with Colin who should be a Material fact witness and should have disqualified once he knew there was Fraud Upon His Court and he was involved in the matters, Feaman took no action to assert and re-argue if necessary Stansbury's "standing" which had been denied in the case by Colin although Stansbury was "in the case" for purposes of Paying for the Illinois litigation before Your Honor which all appears to be part of "orchestration" where Stansbury and Feaman are "in" on some issues but not in on others.
127. Feaman had "confirmed" that O'Connell as the PR was going to Participate at the one day Validity Trial as O'Connell had filed an Answer to remove Ted Bernstein at Trial as an Invalid Trustee yet "at the last minute" it was announced O'Connell and Ted Bernstein's attorney Alan Rose had some form of "consultation" deal where it was decided O'Connell would not participate in the Validity Trial despite the fact that his Office had been Billing the Estate for nearly 2 years based upon Ted as Trustee including many billings with Alan Rose on behalf of

Ted Bernstein all of which is compromised if a proper Trial showed the documents to be invalid and/or Ted Bernstein should be removed.

128. When Feaman brought O'Connell into the cases after being denied standing to remove Ted, Feaman had Eliot withdraw a hearing to remove Ted that day telling him that he spoke to O'Connell and O'Connell would file the motion Feaman filed that was denied for standing and that I would have a much better chance of success with O'Connell filing. To this date, despite being given Feaman's filing to put his name on and repeatedly stating he would file it, O'Connell has failed to file despite knowing Ted is "not a validly serving Trustee" or in other words that Ted and Alan are committing a Fraud knowing Ted cannot be Trustee but pulling yet another Fraud on the Court and Fraud on the Beneficiaries and Creditor.

129. Thus, the Estate of Simon Bernstein was Unrepresented and did not participate in the Phillips "Validity" Trial of the Simon documents and where the Governor Rick Scott's office already found defects in the notarizations of Simon's Estate and Trust documents that O'Connell was made aware of prior and where if they were not validated as Rose wanted them, O'Connell could have been knocked out and Stansbury could have become the Successor as was the case only a few weeks before Simon died when allegedly new improperly notarized documents are said to have been signed.

130. Alan Rose was motioned by my counsel Candice Schwager of Texas who was seeking to come into Florida pro hac vice⁴⁶ for a 30 day Continuance⁴⁷ and to get the Documents necessary to be able to represent my children properly and determine if any conflicts existed that prevented her

⁴⁶December 12, 2015 Candice Schwager Pro Hac Vice Letter to Court and Alan Rose, Esq.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf>

⁴⁷20151215 Motion for Stay
[http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20St](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf)

from representing both myself and my children but both Rose and Judge Phillips denied the continuance and denied her access to documents⁴⁸ leaving my children unrepresented at the Validity “trial” as well.

131. The notice and motion further indicated Alan Rose should be Disqualified as a Material fact witness for the reasons set out above.

132. Thus the Trial was orchestrated so no Attorneys were present to Cross-examine the only 2 Witnesses produced by Ted Bernstein and Alan Rose being Robert Spallina and Ted Bernstein himself.

133. It is noted that there were no Pre-Trial Depositions allowed of Robert Spallina or Ted Bernstein and thus acting Pro Se I did all I could do at the Trial which still revealed remarkable information and confessions of new crimes, including federal mail fraud by Spallina, who also violated his SEC consent order by misrepresenting his SEC consent deal and further misrepresented his standing with the Florida Bar as the record reflects. Spallina also admitted to using a deceased Simon acting as PR to close Shirley’s Estate and depositing further fraudulent documents with the court, while admitting he had not to that date told anyone about these crimes, while Phillips ignored all these admissions and since has done nothing to notify proper authorities of these new and damning admissions of crimes and violations of SEC consent orders, despite repeated requests by myself for him to do so.

134. It is further noted that no Inspection or Comparison of the “duplicate” and other alleged “originals” was allowed pre-trial or during trial as these Documents and evidence simply were

⁴⁸January 06, 2016 Alan Rose, Esq. Letter to Attorney for Minor Children and Eliot denying access to file or even to speak despite her being retained counsel in need of documents to evaluate cases. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Rose%20Denying%20to%20talk%20or%20give%20information%20to%20Attorney%20Schwager.pdf>

not produced or made available at the hearing for inspection and have never been forensically examined.

135. It is respectfully asserted to this Court that not only would proper production and Discovery be reflective of actual value and worth of assets at stake, but further relevant to Undue influence and pressures that were on Simon Bernstein at all relevant times herein. The potential for undue influence should have been clear just by the April 9, 2012 fraudulent Petition for Discharge allegedly signed by Simon on this date and Witnessed by Spallina since if this is Simon's signature he absolutely knew the Waivers referenced in the Petition had not even been received by some of the parties by this date much less Signed and returned and signing such a document falsely would have been totally out of character and practice for the decades he had been in business. This Court should now issue an Injunction.

No Concern for Original Documents, Rose, Spallina, Ted Bernstein or Judge Phillips

136. I believe the following passage from the Validity "Trial" makes clear that an Injunction should issue since no one seems to know where the Originals are, and the many Duplicate originals and Ted Bernstein claims to have only seen "copies" of the Trusts although it is noted for this US District Court there are other Trusts that are referenced in the produced Trusts where copies have been provided that not only were the other referenced Trusts never "Served" with Process for the Validity hearing but these referenced Trusts have never been produced to this day such as:

Page 137 of linked PDF document @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

Transcript Page 121

Spallina Witness - Eliot Cross Examining

4. . . . Q. . Okay. . In the chain of custody of these

5. . documents, you stated that there were three copies made?

·6· . . . A. ·Yes.
·7· . . . Q. ·Do you have those three original trust copies
·8· ·here?
·9· . . . A. ·I do not.
10·MR. BERNSTEIN:· Does anybody?
11·THE COURT:· Do you have any other questions of
12· . . . the witness?
13·MR. BERNSTEIN:· Yeah.· I wanted to ask him
14· . . . some questions on the original documents.
15·THE COURT:· Okay.· Keep going.
16· ·BY MR. BERNSTEIN:
17· . . . Q.· Okay.· So the original documents aren't in the
18· ·court?
19· . . . A. ·I don't have them.
20· . . . Q.· Your firm is not in possession of any of the
21· ·original documents?
22· . . . A. ·I'm not sure.· I'm not at the firm anymore.
23· . . . Q. ·When you left the firm, were there documents
24· ·still at the firm?
25· . . . A. ·Yes, there were.

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-1- Q. ·Were you ordered by the court to turn those
·2· ·documents over to the curator, Benjamin Brown?
·3· . . . A. ·I don't recall.
·4·MR. ROSE:· Objection.· Can he clarify the
·5· . . . question, which documents?· Because I believe the
·6· . . . curator was for the estate, and the original will
·7· . . . was already in file, and the curator would have no
·8· . . . interest in the trust --
·9·THE COURT:· Which documents?· When you say
10· . . . "those documents," which ones are you referring to?
11·MR. BERNSTEIN:· Any of the trusts and estate
12· . . . documents.
13·THE COURT:· Okay.· That's been clarified.
14·You can answer, if you can.
15·THE WITNESS:· I believe that he was given -- I
16· . . . believe all the documents were copied by
17· . . . Mr. Pollock's office, and that he was given some
18· . . . type of zip drive with everything.· I'm not sure,
19· . . . though.· I couldn't --
20· ·BY MR. BERNSTEIN:
21· . . . Q. ·Did the zip drive contain the original
22· ·documents?
23· . . . A. ·Did not.· I believe the original documents
24· ·came back to our office.· Having said that, we would
25· ·only have -- when we made and had the client execute

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1 three documents, two originals of those documents would
2 remain with the client, and then we would keep one
3 original in our file, except -- including, most of the
4 time, the original will, which we put in our safe
5 deposit box. So we would have one original of every
6 document that they had executed, including the original
7 will, and they would keep two originals of everything,
8 except for the will, which we would give them conformed
9 copies of, because there was only one original will.
10 Q. Okay. I asked a specific question. Did your
11 firm, after the court order of Martin Colin, retain
12 documents, original documents?
13 MR. ROSE: Objection. Sorry. I should have
14 let him finish.
15 MR. BERNSTEIN: -- original documents?
16 THE WITNESS: I believe --
17 MR. ROSE: Relevance and misstates the --
18 there's no such order.
19 THE COURT: Well, the question is, Did your
20 firm retain the original documents?
21 Is that the question?
22 MR. BERNSTEIN: Yes, sir.
23 THE COURT: Overruled.
24 Answer, please.
25 THE WITNESS: I believe we had original

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1 documents.
2 BY MR. BERNSTEIN:
3 Q. After the date you were court ordered to
4 produce them to the curator?
5 MR. ROSE: Object -- that's the part I object
6 to.
7 THE COURT: Sustained.
8 MR. BERNSTEIN: Okay.
9 BY MR. BERNSTEIN:
10 Q. To your knowledge -- so, to your knowledge,
11 the documents can't all be here since they may be at
12 your firm today?
13 A. I don't practice at the firm anymore, so I'm
14 not sure where the documents are.
15 Q. Okay. And you said you made copies of all the
16 documents that you turned over to the curator? Did you
17 turn over any original documents as ordered by the
18 court?
19 MR. ROSE: Objection. Same objection.
20 There's no court order requiring an original

21. . . . document be turned over.
22.THE COURT: What order are you referring to?
23.MR. BERNSTEIN: Judge Colin ordered when they
24. . . . resigned due to the fraudulent alteration of the
25. . . . documents that they turn over –

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1.THE COURT: I just said, what order are you
2. . . . referring to?
3.MR. BERNSTEIN: It's an order Judge Colin
4. . . . ordered.
5.THE COURT: All right. Well, produce that
6. . . . order so I can see it, because Judge Colton's [sic]
7. . . . been retired for six or seven years.
8.MR. BERNSTEIN: Okay. I don't have it with
9. . . . me, but...
10.THE COURT: Well, Judge Colton's a retired
11. . . . judge. He may have served in some other capacity,
12. . . . but he doesn't enter orders, unless he's sitting as
13. . . . a replacement judge. And that's why I'll need to
14. . . . see the order you're talking about, so I'll know if
15. . . . he's doing that. Okay. Thanks. Next question.
16. BY MR. BERNSTEIN:
17. . . . Q. Okay. Has anyone, to the best of your
18. knowledge, seen the originals while you were in custody
19. of them?
20. . . . A. Yes.
21. . . . Q. Okay. Who?
22. . . . A. I believe Ken Pollock's firm was -- Ken
23. Pollock's firm was the firm that took the documents for
24. purposes of copying them.
25. . . . Q. Did anybody ask you, refer copies to inspect

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1. the documents?
2. . . . A. Other than Ken Pollock's office, I don't
3. recall.
4. . . . Q. Did I ask you?
5. . . . A. Perhaps you did.

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14. . . . Q. But it does say on the document that the
15. original will's in your safe, correct?
16. . . . A. For your mother's document, it showed that.
17. . . . Q. Oh, for my father's -- where are the originals
18. of my father's?
19. . . . A. Your father's original will was deposited in
20. the court. As was your mother's.

21. . . . Q. . How many copies of it were there that were
22. . original?
23. . . . A. . Only one original. I think Mr. Rose had
24. . stated on the record that he requested a copy from the
25. . clerk of the court of your father's original will, to

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1. . make a copy of it.
2. . . . Q. . Certified?
3. . . . A. . I'm not sure if he said it was certified or
4. . not.

TED BERNSTEIN WITNESS - ELIOT BERNSTEIN CROSS EXAM

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23. MR. BERNSTEIN: . Yeah.
24. . BY MR. BERNSTEIN:
25. . . . Q. . Have you seen the original will and trust of

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1. . your mother's?
2. . . . A. . Can you define original for me?
3. . . . Q. . The original.
4. . . . A. . The one that's filed in the court?
5. . . . Q. . Original will or the trust.
6. . . . A. . I've seen copies of the trusts.
7. . . . Q. . Have you done anything to have any of the
8. . documents authenticated since learning that your
9. . attorneys had committed fraud in altering dispositive
10. . documents that you were in custody of?
11. MR. ROSE: . Objection. . Relevance.
12. THE COURT: . Overruled.
13. THE WITNESS: . I have not.
14. . BY MR. BERNSTEIN:
15. . . . Q. . So you as the trustee have taken no steps to
16. . validate these documents; is that correct?
17. . . . A. . Correct.
18. . . . Q. . Why is that?
19. . . . A. . I'm not an expert on the validity of
20. . documents.
21. . . . Q. . Did you contract a forensic analyst?
22. . . . A. . I'm retained by counsel, and I've got counsel
23. . retained for all of this. So I'm not an expert on the
24. . validity of the documents.
25. . . . Q. . You're the fiduciary. You're the trustee.

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·1· You're the guy in charge. You're the guy who hires your
·2· counsel. You tell them what to do.
·3· So you found out that your former attorneys
·4· committed fraud. And my question is simple. Did you do
·5· anything, Ted Bernstein, to validate these documents,
·6· the originals?
·7· THE COURT: That's already been answered in
·8· . . . the negative. I wrote it down. Let's keep going.
·9· MR. BERNSTEIN: Okay.
10· BY MR. BERNSTEIN:
11· . . . Q. As you sit here today, if the documents in
12· your mother's -- in the estates aren't validated and
13· certain documents are thrown out if the judge rules them
14· not valid, will you or your family gain or lose any
15· benefit in any scenario?
16· . . . A. Can you repeat that for me, please? I'm not
17· sure I'm understanding.
18· . . . Q. If the judge invalidates some of the documents
19· here today, will you personally lose money, interest in
20· the estates and trusts as the trustee, your family, you?
21· . . . A. I will not.
22· . . . Q. Your family?
23· . . . A. My -- my children will.
24· . . . Q. So that's your family?
25· . . . A. Yes.

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·1· . . . Q. Okay. So do you find that as a fiduciary to
·2· be a conflict?
·3· MR. ROSE: Objection.
·4· THE WITNESS: No.
·5· MR. ROSE: I think it calls for a legal
·6· . . . conclusion.
·7· THE COURT: Sustained.

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21· . . . Q. Did you ever have access to the original will
22· of your father or mother that were in the Tescher &
23· Spallina vaults?
24· . . . A. I have no access, no.
25· . . . Q. Did you ever have access to the original

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·1· copies of the trusts that Mr. Spallina testified were
·2· sitting in their firm's file cabinets or vaults?
·3· . . . A. I did not.
·4· . . . Q. Now, did you find in your father's possessions
·5· the duplicate originals of the trusts of him and your

- 6· ·mother that we've talked about?
- 7· ··· A· ·I did.
- 8· ··· Q· ·And do you have any reason to believe that
- 9· ·they aren't valid, genuine and signed by your father on
- 10· ·the day that he -- your father and your mother on the
- 11· ·days that it says they signed them?
- 12· ··· A· ·None whatsoever.

Predetermined Trial, Missing Witnesses, Missing Originals and Discovery:

137. Trial Transcript makes it crystal clear the Result of the “Trial” was predetermined by Phillips as alleged in post-trial motions⁴⁹ and motions for Disqualification⁵⁰.
138. Missing Witnesses include Traci Kratish who gives contradictory statements to the Palm Beach Sheriff's from the alleged Oppenheimer Trusts produced by Alan Rose and Steven Lessne and further contradicting filed documents by Robert Spallina in 2010 which are claimed as frauds, see above. Kratish is allegedly also a Witness to certain operative Trusts/Wills/Instruments so an adverse inference against the core parties and in favor of this Petition should be drawn by the failure to produce Traci Kratish at the alleged Validity trial.
139. Phillips made it clear, however, that he was not going to go beyond his “one day” trial thus fully prejudging the case and denies me from calling Alan Rose as a witness with 11 minutes remaining despite his direct involvement in the break of the chain of custody of dispositive documents and more and where Rose is also a served Counter Defendant in the Counter Complaint⁵¹ stayed by Colin in the Shirley Trust case and where Colin is also listed as a Material and Fact Witness and Potential Counter Defendant in the Party Heading in the case.

⁴⁹ December 31, 2015 Motion for New Trial Stay Injunction
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151231%20FINAL%20ESIGNED%20MOTION%20FOR%20NEW%20TRIAL%20STAY%20INJUNCTION%20PHILLIPS%20ECF%20STAMPED%20COPY.pdf>

⁵⁰ December 28, 2015 2nd Petition for Disqualification of Phillips
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015,%202015%20ECF%20STAMPED%20COPY.pdf>

⁵¹ September 02, 2014 Stayed Counter Complaint

140. Other missing witnesses include: Kimberly Moran (arrested for 6 Fraudulent Notarizations and Admitted to 6 Forgeries of Estate documents), Lindsay Baxley aka Lindsay Giles, Diana Banks and others, who were all parties to various of the Estate and Trust documents.

141. According to Peter Feaman and William Stansbury, Donald Tescher was “seen” at the Courthouse on Trial day but never called as a Witness.

142. Spallina admits under oath at the hearing to having worked with Alan Rose in preparation for the trial.

·3· ·BY MR. BERNSTEIN:
·4· · . . . Q· ·Okay· ·How many times have you spoken with
·5· ·Alan Rose in the last three months?
·6· · . . . A· ·Twice.
·7· · . . . Q· ·Did you prepare for this hearing in any way
·8· ·with Alan Rose?
·9· · . . . A· ·I did.
10· · . . . Q· ·Okay· ·Was that the two times you spoke to
11· ·him?
12· · . . . A· ·Yes.
13· · . . . Q· ·Do you see any other of the parties that would
14· ·be necessary to validate these trust documents in the
15· ·court today?
16· · . . . ·MR. ROSE:· ·Objection· ·Cumulative.
17· · . . . ·THE COURT:· ·Sustained.

December 15, 2015 Hearing Transcript Page 149⁵²

, See Post-Trial Motions and Disqualifications of Judge Phillips; see pending 4th DCA Writ of Prohibition appealing Original Phillips Denial of Disqualification⁵³;

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140902%20Final%20Signed%20Printed%20Counter%20Complaint%20Trustee%20Construction%20Lawsuit%20ECF%20Filing%20Copy.pdf>

⁵² December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

⁵³

Tescher-Spallina Prosecuted by the SEC, yet Phillips, Rose, O'Connell, Foglietta, Ted

Bernstein have left critical Originals, documents and evidence in their possession, thus this

Court must now act:

143. Other new evidence and facts have emerged during the relevant time this federal action has been waiting to come back on the calendar where the Estate Planning attorneys for my now deceased parents Simon and Shirley Bernstein, being attorneys Tescher & Spallina of Boca Raton, have been charged by the SEC with violations of federal Insider Trading and breaches of fiduciary duties to other clients and now entered into formal Consent Orders with the SEC⁵⁴, and yet the involved judicial actors of the Florida Probate Courts, attorney Alan Rose, Ted Bernstein, and the PR attorneys Brian O'Connell and Joielle Foglietta for the Simon Bernstein Estate have permitted years of "ORIGINAL" documents and business records relevant to this action to remain in the possession of Tescher and Spallina despite their being Court Ordered approximately 2 years ago to turn over "ALL"⁵⁵ records upon their removal after admitting to fraudulently creating a Shirley Trust, thus creating an imminent danger that further vital Original documents and evidence relevant to this federal action will also go "permanently lost" or be destroyed further justifying the need for an immediate injunction herein.

⁵⁴ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"

<http://www.sec.gov/news/pressrelease/2015-213.html>

AND

September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @

<http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

AND

October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Teschher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

⁵⁵ February 18, 2014 Order Demanding ALL TESCHER and SPALLINA records be turned over to the Replacement Curator Benjamin Brown

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

144. As this Court may recall from the Summary Judgment filings herein, attorney Robert Spallina sought to have the proceeds of the alleged “lost” Life Insurance Policy paid to his office by signing a Death Benefit Claim as the Trustee of a Trust also “lost” and which he claims in testimony and other parole evidence obtained that he had nothing to with the trust or insurance policy, including stating this in his recent testimony at the Validity hearing and further he was being addressed in communications over several months by Heritage Union Life Insurance as “Trustee” of the “La Salle Trust” and yet the parties kept LaSalle out of this federal case where Financial Disclosures of Florida Probate Judge Martin Colin now publicly available due to the Palm Beach Post Investigative series show Judge Colin has had an ongoing financial business relationship with La Salle for all relevant years and yet never Disclosed this on the record despite knowing and having actual knowledge that La Salle was a Defendant in a counter-complaint⁵⁶ filed by myself in his Court as of July, 2014 in relation to an Oppenheimer Trust instigated lawsuit against Eliot’s children that Colin immediately stayed⁵⁷ despite knowing of the conflict this represented as a potential Counter Defendant and as a Material and Fact Witness to certain fraud in and on and by his court.

145. This Court must now act and use its Injunctive powers over the parties currently within its jurisdiction to restrain. obtain, produce and preserve the critical evidence, documents and records and Discovery necessary from all parties including the probate court files in aid of it’s own jurisdiction.

Ted Bernstein and Alan Rose involved with New Fraud Company to hide Ownership of Assets at 7020 Lions Head Lane, Boca Raton, FL ; Further Need for Injunctive Relief

⁵⁶ July 30, 2014 Answer and Counter Complaint Oppenheimer lawsuit v Eliot Minor Children
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140730%20FINAL%20SIGNED%20PRINTED%20Answer%20and%20Counter%20Oppenheimer.pdf>

⁵⁷ August 06, 2014 Oppenheimer Counter Complaint
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140806%20REFILED%2020140730%20PRINTED%20SIGNED%20ECF%20STAMPED%20Counter%20Complaint%20Oppenheimer%20Lawsuit-2.pdf>

146. On Feb. 18, 2016 I had a personal conversation with one Leilani Ochoada of Orlando, Florida after discovering information at the Florida Secretary of State website www.sunbiz.org regarding a false company set up as 7020 Lions Head Land Trust, Inc., shown on a Deed purportedly signed and transferred by Ted Bernstein of the property at 7020 Lions Head Lane, Boca Raton which was my parent's St. Andrews home. See, Deed signed by Ted Bernstein and Alan Rose⁵⁸.
147. The sunbiz.org website showed this 7020 Lions Head Land Trust, Inc. company had a False and Inactive (Dissolved) company listed as it's Registered Agent which according to Melanie Sellers at the Florida Division of Corporations should not have made it through the Secretary of State's Office to be filed as the Registered Agent must be a valid and active company. See Document Number P15000049545 filed 6/4/15 which is the reference number on the Lions Head Land Trust Inc. filing. See Document Number P15000049545⁵⁹
148. The Registered Agent is listed as ISL, Inc. with an address at 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 which is also the address listed as the Principal Place of Business for Lions Head Land Trust, Inc.
149. According to www.sunbiz.org the ISL, Inc. company listed as Registered Agent by Lions Head Land Trust Inc. has been INACTIVE and Dissolved since 1997 according to Secretary of State Document Number P96000079975 and this has been confirmed by staff at the Division of

⁵⁸ DEED

www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf

⁵⁹ www.iviewit.tv/DocumentP15000049545Articles.pdf - Articles of Incorporation

www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf - Detail of Corp

Corporations who were initiating inquiry and investigation. See, Document Number P96000079975⁶⁰

150. Upon information and belief, the actual licensed business at 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 is Incorporating Services, LTD and the person at phone number (850) 656-7956 says there is no ISL, Inc. at that address and no company like Lions Head Land Trust, Inc. has principal offices at the 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 address.
151. Upon speaking to Leilani Ochoada who is listed as the “Incorporator” of Lions Head Land Trust, Inc., using an Address on the Articles of Incorporation as 7020 Lions Head Lane Boca Raton, Fl 33496 Leilani says she will come forward with an Affidavit for federal and state court and Investigators as follows upon information and belief: 1) She has no knowledge of Lions Head Land Trust, Inc. at all ; 2) She never authorized anyone to use her name as an Incorporator; 3) Until Feb. 18th 2016 had no knowledge any entity was incorporated by filings at the Fla Secretary of State under her name and had no involvement with any land transaction involving 7020 Lions Head Lane, Boca Raton, F; 4) She initially believed it was some form of identity theft when she got the call and looked into it further; 5) She never lived at any Boca Raton, Fl address in general and never at 7020 Lions Head Land Trust Inc. and is from Orlando, Fl; 6) She found out an attorney that had an Office building where her company rented space in Orlando used her name as this Incorporator without permission and never knew about any land deal with Mitch Huhem/ Laurence Pino or anything related to this property with Laurence Pino being the attorney who apparently did this expressly stating he was trying to hide Mitch Huhem from the public record as part of this transaction; 7) She knew absolutely nothing about the Articles of Incorporation and the addresses and companies named there using her name; 8)

⁶⁰ www.iviewit.tv/DocumentP96000079975.pdf - Details of Corp

Attorney Laurence Pino never had Leilani's permission to incorporate any entity using her name as an Incorporator either by signed document or Electronically ; 9) Pino has not been able to produce any written document that she allegedly signed with his office; 10) Pino's Exec Assistant Cathy can not find Any document signed by Leilani after reviewing the files supporting Leilani's version of the events that she had no knowledge and no involvement.

152. Thus, Ted Bernstein and Attorney Alan Rose knew and had to know by the most basic due diligence reviewing the company's data of Lion Head Land Trust, Inc. as the alleged "buyer" in this Real Estate transaction which was never approved or authorized by myself that the Company was False and Fraudulent as Ted Bernstein and Alan Rose knew and had to know Leilani Ochoada had never met them before and surely did not have an address at 7020 Lions Head Lane, Boca Raton Fl 33467 and thus Ted and Alan are again in the middle of fraud this time in a direct manner to SECRET away and HIDE ASSETS and this Court must now use its Injunctive powers herein.

153. This US District Court clearly has jurisdiction over Ted Bernstein and Alan Rose has "appeared" in the federal case as Attorney for Ted Bernstein at a Deposition and thus this Court should also have proper power under the All Writs Act and Anti Injunction Act to reach Alan Rose as well until such time he is formally served with a Summons and Amended Complaint where he is among several parties I am seeking to add to this action herein and should now be enjoined until further Order of this Court from all actions on behalf of Ted Bernstein and related to the matters herein.

Sharp, Fraudulent practices and Abuse of Process, sham hearings, Alan Rose, Steven Lessnee, Judge Phillips wherein this Court should at least Temporarily Enjoin proceedings before Judge Phillips specifically including a Thursday, Feb. 25, 2016 proceeding this week at 3:15 PM EST until further Order of this Court:

In addition to the grounds set forth above where Alan Rose and Steven Lessne both should be Disqualified from representation as Material fact witnesses in the Stanford-Oppenheimer-JP Morgan Trust documents involving Gerald Lewin, Traci Kratish and others, both attorneys have engaged in Sharp and abusive practices by:

1. filing motions with minimal Notice during times I have Noticed as Unavailable for medical reasons;
2. seeking to hear at 5 Minute UMC Motion dates complex matters knowingly requiring Hearings;
3. seeking to have Ordered at such Motion dates hundreds of thousands of dollars in attorneys fees without providing ANY Billing statements;
4. Falsely presenting to the Florida Courts knowing misrepresentations of claimed Injunctions against me by SDNY Judge Shira Scheindlin and directly misrepresenting the truth and actual language;
5. pursuing Guardianship as a retaliatory tool against seeking truth and disclosure and justice.

This Court should now Enjoin and Restrain Alan Rose who is under this Court's jurisdiction as having appeared in a federal court deposition for Ted Bernstein who is under the Court's jurisdiction, or at least enjoining Ted Bernstein and the Probate Court of Judge Phillips at least temporarily.

“Side-Deals” and “Agreements” Thwarting and Impairing this Court’s Jurisdiction

It is expressly known that “some form” of side deal - agreement is in place where somehow Creditor William Stansbury has some “settlement” with Ted Bernstein yet the terms are completely unknown and should be fully disclosed and while William Stansbury has been very helpful to myself and my family in many ways the actions of his attorney Peter Feaman in not pursuing avenues of relief combined with the orchestrated actions of O’Connell and Rose demand this Court exercise it’s injunctive and inherent powers to determine how such off record agreements are manipulating the integrity of both federal and state proceedings and the court should further act upon and resolve the conflicts of interests of the attorneys and for those not under the Court’s jurisdiction I pray for leave to Amend to add parties and claims herein.

Piece-Meal Documentary Proof of “Missing Millions” and “Missing Files-Records”

154. While it is presently unknown to Eliot when COLIN first gained knowledge of the sizable holdings of Simon and Shirley Bernstein or when COLIN first had involvement in Bernstein family matters inside or outside the Courthouse, Court records and documentary evidence show COLIN becoming involved in both the Estate cases of Shirley and Simon Bernstein in at least

2010 for Shirley Bernstein and 2012 for Simon Bernstein when he took over his Estate case from FRENCH.

155. From the minimal records and Discovery obtained by Eliot via Court Ordered Production of Tescher & Spallina, PA upon their removal, Simon Bernstein had assets and holdings of over \$13 Million plus in Investments Accounts, Private Banking Accounts, checking accounts, retirement accounts etc since 2008 when Tescher & Spallina, PA, TESCHER and SPALLINA were doing Estate Family Planning for Simon and Shirley Bernstein plus over \$5 Million in real estate based upon Listings of the properties weeks prior to Simon's passing.
156. That the Tescher & Spallina PA, production documents which are Not Originals are not transferred to the replacement Curator, Benjamin Brown, Esq. until on or about June 02, 2014, nearly a year after Eliot first reported to the COLIN court that Fraud Upon the Court had taken place and approximately nine months since the September 13, 2013 hearing before COLIN where he had admissions from the lawyers and fiduciaries that Fraudulent Documents had been submitted to the Court by Tescher & Spallina PA.
157. The failure of COLIN to seize the records of all parties involved that committed Fraud Upon his court allowed the parties involved to begin to prepare further alleged fraudulent documents to attempt to cover up for the crimes exposed in Eliot's May 2013 pleading, subsequent pleadings and criminal complaints they were then being investigated in.
158. TESCHER and SPALLINA's production lacks all of the following;
- a. Historical and present Bank and other Financial Institutions statements for the multitude of Simon's Personal and Financial Accounts,
 - b. Post Mortem Personal and Corporate Mail,
 - c. Mail from time periods prior to Simon's passing,

- d. Historical and current Business Records of Simon's,
- e. Historical and current Insurance records i.e. Homeowners, Jewelry, Auto, Business, etc.,
- f. Historical and current Corporate Records for any of the many companies Simon owned,
- g. Historical Signed Tax Returns, personal and corporate, for any years,
- h. Computer Data and Drives both personal and corporate, and,
- i. Tescher and Spallina despite Court Order to turn over records to Curator retained Original Dispositive Documents and all original documents, as what was tendered to the Curator had only one original alleged Promissory Note for Eliot's children's home that was never filed with the courts.

159. What was left upon inspection by Eliot at O'Connell's office of Simon's personal and corporate records was 3 bankers boxes of files each only partially filled, for a man who ran multiple businesses, had multiple financial institution accounts and more. On information and belief, despite O'Connell having a court order to inspect Simon's offices with Eliot present, they failed to ever inventory Simon's office prior to TED's eviction and despite Eliot being allowed to be present at any inventory of the office, Eliot was never contacted to appear.

160. That O'Connell was supposed to have inventories all of Simon's home business records done by a professional appraiser and turn that appraisal over to Eliot and while the appraiser did come to Simon's house to reinventory as court ordered, he failed to provide an inventory of the records.

161. After O'Connell inventorying, Rose enters home for lighting issue and alleges to have discovered and then removed documents and trust documents included from the home, despite that he had no legal authority to remove any properties of the Estate of Simon.

162. Where the Tescher & Spallina, PA production documents referenced herein are alleged to be part of an attempt to cover up crimes and are virtually all alleged to be fraudulent and not at all

representative of the law firm files of Simon Bernstein or the files that became part of Simon and Shirley's Estates. There was only 1 original document sent, not even the original dispositive documents were tendered to the Successor, no historical banking, tax or other business records and there was virtually no mail from the time of Simon's death included in the production.

163. From Tescher & Spallina, PA Production, Bates Doc. No. TS001503-TS001506, by Letter dated June 25, 2013 from Grant Thornton, under Primary Express Account 309513, Payee Bernstein Family Investments LLP, regarding a claim against Stanford Bank International Limited ("the Company"), **a Claim was allowed for \$1,062,734.50 in the Antiguan Estate. The Letter references that there may be "more letters of notification in order to incorporate all CDs." Where the CD's my father held on information and belief were only a small fraction, one to two percent of his holdings.**
164. However, by Tescher & Spallina, PA Bates Doc. No. TS003734 the STANFORD Simon & Shirley Bernstein Valuations as of 5/28/2008 reflect a Net Worth for that Statement at \$6, 928,933.52 (Million) with \$839,362.12 in Cash Available.
165. From Tescher & Spallina, PA Production, Bates Doc. No. TS004808 by Statement dated Aug. 31, 2012 (two weeks before Simon's death) in the Wilmington Trust Investment Details for 088949-000 Simon L. Bernstein Irrev TR the Grand Total \$2,829,961.66, thus this nearly \$3 Million remains wholly Unaccounted for and according to William Stansbury this value may be doubled to Over \$6 Million when Shirley Bernstein's 49% of this account is factored in, which also remains Unaccounted for.

166. From Tescher & Spallina, PA Production already exhibited herein TED allegedly settled Simon's \$2,000,000.00 of CD's with Stanford with Grant Thornton for \$1,062,734.50. There is no complete accounting.
167. From Tescher & Spallina, PA Bates Doc. No. TS005459 Simon Bernstein BankOne checking activity Acct MI/FL/Ga Checking XXXX7231 \$67,402.08 was the available Balance in that account as of 10/15/12 just after Simon Bernstein's passing with \$109,456.67 available as of Sept. 7, 2012 just a short time before his passing for that account.
168. By **Tescher & Spallina, PA Bates Doc. No. TS005478 JP Morgan Bernstein Family Investment LLP Acct. W32635000 showed \$1,872,810.91 for a 49.5% interest in the total Market Value with Accruals with \$807,289.79 Cash included for Statement covering 8/1/12-8/31/12 just weeks before Simon Bernstein's passing.**
169. By Tescher & Spallina, PA Bates Doc. No. TS004765 JP Morgan Simon Bernstein Account No. 000000849197231 showing Total Payments & Transfers of \$97,793.74 for the period 8/10/12 to 9/12/12 up to Simon's passing.
170. By Tescher & Spallina, PA Bates Doc. No. TS004820 JP Morgan Simon Bernstein Trust Robert M. Spallina Donald L. Tescher Trustees Primary Account 000000478018083 Dec. 20, 2013 Balance \$150,177.17 with an "Internal Transfer" of \$100,000.00 on Dec. 20, 2015. It is unknown what this "Internal Transfer" was for that occurred over a year after Simon's passing.
171. By email dated Feb. 8, 2013 Victoria Roraff, Registered Client Service Associate of OPPENHEIMER of the Boca Raton, Florida office writing to SPALLINA she admits she does not have a File on all of the STANFORD Accounts but provides how some of the accounts

change account numbers transferring from STANFORD to OPPENHEIMER

From: Roraff, Victoria [Victoria.Roraff@opco.com]
Sent: Friday, February 08, 2013 10:27 AM
To: Robert Spallina
Subject: RE: Stanford Statement Request

I don't have a file on all of them – but here's what I'm able to provide:

NM2012273 – Bernstein Holdings LLC – became G51-1403458
NM2012109 – Bernstein Family Investments LLLP – became G51-1403425
NM2010376 -
NJF011401 – Bernstein Family Investments LLLP – became G51-1403433
NJF011443 -
NJF011674 – Bernstein Family Investments LLLP – became G51-1403441
NJF010213 –

Thank you,

Vickie Roraff
Registered Client Service Associate

Oppenheimer & Co. Inc.
Boca Village Corporate Center
4855 Technology Way
Suite 400
Boca Raton, FL 33431

(T) 561-620-3117
(F) 561-416-8671
Toll Free - 888-999-3660

172. Thus with at least \$13 million plus in known cash and accounts and over \$6 million in real estate (the St. Andrews home and Beachfront Condominium), approximately \$800,000.00 plus in Jewelry, a Bentley that values at several hundred thousand, a Porsche that values at over one-hundred thousand, a million dollar settlement with STANFORD payout and the Life Insurance of \$1.7 million in the original underlying case herein, there was over \$20 million in known assets held by Simon Bernstein shortly prior to and after his passing, yet Third-Party Defendants, Estate attorney O'CONNELL and TED and ROSE falsely and fraudulently claim now Simon Bernstein's Estate and Trusts are virtually gone, depleted as if it vanished into thin

air without any distribution at all to Eliot and his family who are beneficiaries under any beneficiary scenario asserted by any party and they have provided No accountings that show the total holdings from the date of the decedents' deaths to date, in violation of Probate Rules and Regulations and fail to show where the vanished holdings have gone in 2.5 years justifying a preliminary injunction at this time.

173. These numbers from the minimal bare discovery obtained to date do not include and are without any accounting for the value of Simon's holdings in the Intellectual Properties of "Iviewit" which propels the Estate and Trust to one of the largest in the country when royalties are finally monetized.

174. The value of the VEBA which is already part of this federal litigation involving the Illinois life insurance is but one of many unknown assets in this case and it is unknown what happened to the VEBA assets once the VEBA was unwound as alleged by Counter-Defendants and Third-Party Defendants.

175. Certain documentary evidence shows the VEBA may have been worth \$50 Million or more with Simon and Shirley as primary plan participants, yet this asset and these funds have also allegedly disappeared and vanished according to Counter-Defendants and Third-Party Defendants PAMELA, TED, D. SIMON, A. SIMON and other defendants and again with no accountings and no records provided to beneficiaries or this Court.⁶¹ Where the VEBA Trust Trustee LASALLE is according to all parties the named PRIMARY BENEFICIARY of the missing insurance policy underlying this action.

S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A	
Employer Identification Number (EIN)	363479122

⁶¹ S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A Information <http://www.nonprofitfacts.com/IL/S-B-Lexington-Inc-Death-Benefit-Plan-United-Bank-Of-Illinois-N-A.html>

Name of Organization	S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A
Address	120 W State St, Rockford , IL 61101-1125
Subsection	Voluntary Employees' Beneficiary Association (Non-Govt. Emps.)
Foundation	All organizations except 501(c)(3)
Organization	Corporation
Exempt Organization Status	Unconditional Exemption
Tax Period	2009
Assets	\$50,000,000 to greater
Income	\$10,000,000 to \$49,999,999
Filing Requirement	990 - Required to file Form 990-N - Income less than \$25,000 per year
Asset Amount	\$0
Amount of Income	\$0
Form 990 Revenue Amount	\$0

176. On or about September 2012, Eliot discovered that his father Simon Bernstein's home office computers had been virtually wiped clean of data, dispositive documents removed from the home by a one Rachel Walker minutes after Simon died causing reasonable and great suspicion when considering the sudden and alleged suspicious manner of passing, the allegations of Simon's being poisoned made by his brother TED and others and the millions of dollars in holdings Simon Bernstein had after decades of being in business thus beginning a continuing and ongoing pattern of missing documents, missing information, missing trusts, missing IRA beneficiaries, missing insurance policies and missing evidence which now must be halted and enjoined.

177. Thus, the destruction and loss of vital business records and account records began by the time of Simon's passing in 2012 if not earlier.

178. On or about Nov. 1, 2013 and Dec. 10, 2013 Eliot pro se filed a motion to Produce against TED as the Personal Representative in the Estate of Shirley Bernstein yet no such production has been forthcoming by TED to date.

179. That Eliot also filed an extensive production request of O'Connell the Personal Representative of the Estate of Simon now and O'Connell challenged the routine request and the court has not yet made determination, thereby further denying Eliot necessary documentation of the Estate of Simon and making it impossible to have Validity or Construction hearings without either obtaining the records or having a statement as to where they are.

180. The Court should note that despite having a court order from COLIN to inventory Simon's home and office business records and produce the inventory to beneficiaries and interested parties, despite reassurances from O'Connell that the documents and records would be inventoried, no such inventory was produced. It was later learned that O'CONNELL nor his office inventoried Simon's business address for records as court ordered and by the time this was learned it was also learned that TED had been evicted from the office and removed all the records from that address before the court ordered inventorying could be done.

181. The Court should note that COLIN ordered a re-inventorying of assets as it was learned that Personal Property from the Shirley Condo sale was missing and where TED claimed it was moved to the garages of his father's primary home and months later when the re-inventorying was done it was found that all these items were missing and the garages were empty. Despite learning of this O'CONNELL has taken no action to report the missing Personal Property that is in his custody to the proper authorities and further took possession of remaining items and moved them to an undisclosed location.

182. TESCHER and SPALLINA's production lacks all of the following;

- a. Historical and present Bank and other Financial Institutions statements for the multitude of Simon's Personal and Financial Accounts,
- b. Post Mortem Personal and Corporate Mail,

- c. Mail from time periods prior to Simon's passing,
- d. Historical and current Business Records of Simon's,
- e. Historical and current Insurance records i.e. Homeowners, Jewelry, Auto, Business, etc.,
- f. Historical and current Corporate Records for any of the many companies Simon owned,
- g. Historical Signed Tax Returns, personal and corporate, for any years,
- h. Computer Data and Drives both personal and corporate, and,
- i. Tescher and Spallina despite Court Order to turn over records to Curator retained Original Dispositive Documents and all original documents, as what was tendered to the Curator had only one original alleged Promissory Note for Eliot's children's home that was never filed with the courts.

183. What was left upon inspection by Eliot at O'Connell's office of Simon's personal and corporate records was 3 bankers boxes of files each only partially filled, for a man who ran multiple businesses, had multiple financial institution accounts and more. On information and belief, despite O'Connell having a court order to inspect Simon's offices with Eliot present, they failed to ever inventory Simon's office prior to TED's eviction.

184. That O'Connell was supposed to have inventories all of Simon's home business records done by a professional appraiser and turn that appraisal over to Eliot and while the appraiser did come to Simon's house to reinventory as court ordered, he failed to provide an inventory of the records and he failed to inventory all of the Personal Property as required, stating they were out of time.

185. After O'Connell inventorying, Rose enters the home for alleged lighting issues and alleges to have discovered and then removed illegally documents and trust documents included from the

home which were under the custody of O'Connell, despite that he had no legal authority to remove any properties of the Estate of Simon.

186. Where the Tescher & Spallina, PA production documents referenced herein are alleged to be part of an attempt to cover up crimes and are virtually all alleged to be fraudulent and not at all representative of the law firm files of Simon Bernstein or the files that became part of Simon and Shirley's Estates. There was only 1 original document sent, not even the original dispositive documents were tendered to the Successor, no historical banking, tax or other business records and there was no mail from the time of Simon's death included in the production.

187. That Simon had almost a fifty year career in the insurance industry and had multiple active companies, including having had multiple trust companies for various of his products he invented and Simon was a meticulous record keeper and had massive office space housing records prior to his death. Simon had computer records dating back 20 years and all these records and data now appear missing.

188. Mail from the day he died and prior to his death appears missing, including bank statements, insurance records for home, life and property insurances, insurance commission checks, insurance policy records, credit card statements and virtually all of his mail is unaccounted for. Years of personal finance records of his many Private Banking Accounts and Statements all missing from his records for accounts held at Oppenheimer, Stanford, JP Morgan, Sabadell Bank, Legacy Bank, Wilmington Trust, Wells Fargo, etc. Tax Returns missing. Trust Documents Missing. Insurance Policies Missing for both he and Shirley. IRA account histories missing. Pension account information missing. According to O'Connell Simon and Shirley's business and personal finance records were in less than three banker boxes. No hard drives

have been recovered and data from them produced. All records of his 17 year involvement with the Iviewit Technology Companies, including his stock in the companies and copies of Intellectual Property Filings and more, which I had seen at his office only a few months prior to his death are all missing, including thousands of emails regarding the companies and other pertinent information that Simon was safekeeping after it was seized from the companies on or about 2000-2001. Overall the contents of Simon's home and office records should have amounted to over 100 banker boxes filled and gigabytes of data.

Ted Bernstein, Greenberg Traurig, Stanford Trust, Robert Spallina, Proskauer Rose

189. TED is the oldest son of Simon and Shirley Bernstein, now deceased.
190. Simon Bernstein passed away in Sept. of 2012, having predeceased his wife Shirley Bernstein who passed away in Dec. 2010.
191. Ted was the last person in possession of my Mini-van before it was turned over to the body company where it was burglarized with wires taken out and a PD report generated and then taken to another company where it was Car-bombed.
192. While Ted Bernstein had been asked to come forward to the FBI about the circumstances of the Car-bombing he has never done so to my knowledge.
193. TED was living in the home of Simon Bernstein pulling his life together prior to the Car-bombing of Eliot's family vehicle in 2005.
194. TED soon thereafter was commingling with PROSKAUER, LEWIN and Greenberg Traurig and suddenly gets a Multi-million dollar home on the intra-coastal waters.⁶² TED has other insurance business relationships with Tescher & Spallina, PA, TESCHER and SPALLINA right

⁶² Zillow Listing TED Home @ http://www.zillow.com/homes/880-Berkeley-St-Boca-Raton-FL-33487_rb/?fromHomePage=true&shouldFireSellPageImplicitClaimGA=false

from the outset of their involvement in Simon and Shirley's Estate Planning and TED brings them to his father claiming they will be a rich source of referrals for him.

195. Greenberg Traurig ("GT") who was involved with the Iviewit IP and Iviewit Bar Complaints and Federal RICO and ANTITRUST lawsuit of Eliot, also represented TED personally in the lawsuit that also involves the Estates and Trusts of Simon and Shirley with Stansbury - GT main defendant with PROSKAUER in the STANFORD litigation.

196. TESCHER under deposition can not remember why he gets checks of \$55k twice from one of TED companies.⁶³

197. STANFORD is one fund that Simon Bernstein invested substantial monies in and eventually STANFORD broke open as a major Ponzi scheme on or about Feb. 2009 and is claimed as a \$7 Billion plus ponzi scheme, See, SEC public Announcement Feb. 17, 2009:

“ SEC Charges R. Allen Stanford, Stanford International Bank for Multi-Billion Dollar Investment Scheme FOR IMMEDIATE RELEASE 2009-26: Washington, D.C., Feb. 17, 2009 — The Securities and Exchange Commission today charged Robert Allen Stanford and three of his companies for orchestrating a fraudulent, multi-billion dollar investment scheme centering on an \$8 billion CD program.^{64,}”

198. According to the SEC public statement,

“Rose Romero, Regional Director of the SEC's Fort Worth Regional Office, added, "We are alleging a fraud of shocking magnitude that has spread its tentacles throughout the world.”

⁶³ July 09, 2014 Tescher Deposition by Florida counsel Peter Feaman on behalf of William Stansbury
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709%20Tescher%20Deposition%20and%20Exhibits.pdf>

⁶⁴ February 07, 2009 SEC PRESS REPORT ALLEN STANFORD PONZI
<https://www.sec.gov/news/press/2009/2009-26.htm>

199. According to public articles, PROSKAUER and GREENBERG TRAURIG are centrally involved in the Stanford Ponzi and are being sued for the entire scheme⁶⁵.
200. Upon information and belief, William Stansbury has not able to get info on the Retirement Plans from TED even as a Co-Trustee and Stansbury's lawyer Peter Feaman has no response from ROSE .
201. According to Stansbury, approximately \$6500 or so per each minor child that should have been paid out and not gone through Estate.
202. Further, upon information and belief, TED is under Dept of Labor Investigation and has been non responsive to beneficiaries and again with no accountings the numbers seem strikingly low.
- Simon Bernstein's "Missing Iviewit Shares, Proskauer Iviewit Files and Iviewit", "Missing Estate Planning" from Proskauer Rose and Foley Lardner**
203. Eliot is the natural son of Simon and Shirley Bernstein, who both resided in Boca Raton, Florida within Palm Beach county at relevant times herein.
204. Shortly after the birth of their first son in California, Joshua, Eliot and Candice Bernstein were about to move into a new home with their child.
205. That Simon and Shirley however had taken ill at the time and traveling to California was burdensome at the time and Eliot and Candice proposed moving to Florida and Candice would move from her hometown of Newport Beach/Corona Del Mar where her and her family lived and where she had met and married Eliot. Candice willing to give up everything to be with Eliot's parents and have her baby with them and so they moved.

⁶⁵ July 27, 2015 Proskauer Rose, Greenberg Traurig and Chadbourne sued in STANFORD PONZI Judge refuses to dismiss <http://www.americanlawyer.com/id=1202732467400/Judge-Declines-to-Dismiss-Claims-Against-Proskauer-and-Chadbourne?slreturn=20151101125935>

206. Simon and Shirley were elated to have their son, his wife and grandson close to them and they gave Eliot and Candice a \$100,000.00 wedding gift as a deposit at a Condominium on Mizner Boulevard in Boca Raton and where decorating it prior to Eliot and Candice's arrival.
207. Where the owner of the building, a one James Cohen was a client of Simon's and so it was a spectacular deal on a brand new trio of buildings in the heart of Boca, which property had fantastic growth in a short time.
208. Life was great in Boca working with Simon for the first time in his life in the same city, every week like clockwork Eliot, Candice and the children had brunch on Sunday, dinner at least once a week with them and then golf or a movie. A second son was born, JNAB.
209. At all relevant times herein, since on or about 1998, Eliot is the actual and true Owner and Inventor of Intellectual Properties (hereinafter referred to as "IP") and the technologies hereinafter referred to as the "Iviewit" technologies were technologies heralded by leading experts as the "Holy Grail" of the Internet, being backbone technologies used around the globe for digital imaging, having major and significant "government" uses such as used on the Hubble Space telescope, for a mass of defense applications such as, Space and Flight Simulators, Drones, Medical Imaging applications and much much more.
210. Once the technologies were discovered Simon and Eliot formed companies and secured Intellectual Properties through LEWIN and PROSKAUER, raised seed capital from H. Wayne Huizenga, Crossbow Ventures and many other seed investors, had a Private Placement with Wachovia and already had Goldman Sachs referring clients and getting the companies ready for an IPO that some claimed would make the companies larger than Microsoft, as the IP would become the backbone technologies to virtually all digital imaging and video content creation and distribution software and hardware and more.

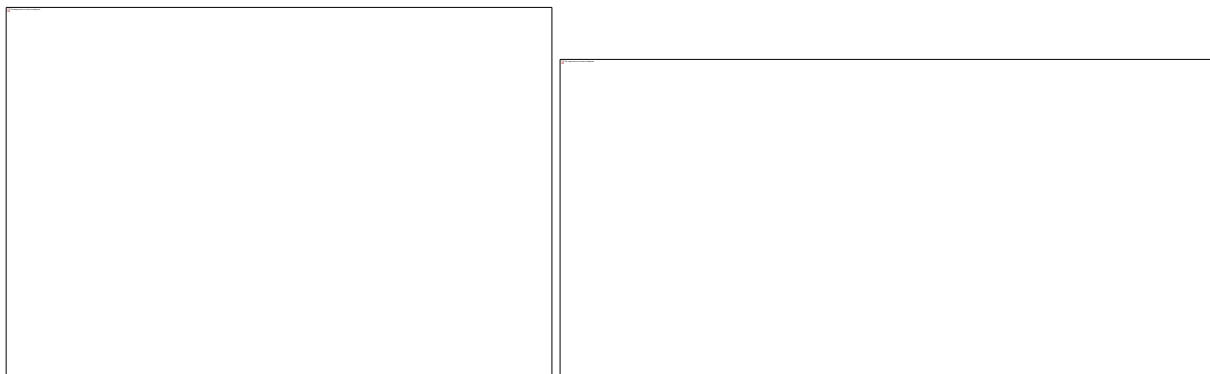
211. The “Iviewit” technologies were tested used and validated by leading engineers and companies including but not limited to Gerald Stanley of Real3d Inc., engineers at Lockheed Martin, the Intel Corporation, Silicon Graphics, Inc., AOLTW (America Online-Time Warner), Sony and Warner Bros., with the IP having been valued in the Billions to Trillions of dollars over the life of the IP.
212. Hundreds of signed Non-Disclosure Agreements, Licensing and Strategic Alliance Agreements were obtained on behalf of the technologies involving Fortune 500 companies, financial institutions and others such as Lockheed Martin, the Intel Corporation Inc., Goldman Sachs, Wachovia, JPM, Chase, IBM, AT&T, Warner Bros, Sony, Inc., Dell Inc, and many others, all currently and since that time using Inventor Bernstein’s Scaling Technologies IP without paying royalties to the true and proper inventors and violating their contracts.
213. The Internet would not have rich video or imaging and cable television would have 75% less channel bandwidth available without these technologies.
214. Simon L. Bernstein was a lifelong successful Life Insurance salesman growing many businesses and gaining substantial wealth during his lifetime, earning millions in income yearly such that he was a “Private Banking” client of leading US and International Banks, and he and his wife had a fully paid multi-million dollar home in Boca Raton, Fl, at the leading country golf club Saint Andrews and a fully paid multi-million dollar beachfront Condominium on Ocean Blvd. in Boca Raton, Fl. with their own private floor and elevator.
215. On or about 1997, Simon L. Bernstein an original seed capital investor in Counter Plaintiff’s novel technologies and IP, which later became known as the “Iviewit” technologies and Simon Bernstein became a 30 percent shareholder of company stock issued for operational and holding companies for the Intellectual Properties and 30 percent owner of the Intellectual Properties and

he also became the Chairman of the Board, all companies originally formed by PROSKAUER and accountant LEWIN.

216. PROSKAUER and LEWIN were both not only intimately involved in the “Iviewit” Company operations and were stockholders on gifts Eliot gave Proskauer and Lewin’s family, but further provided Estate and Family Planning advice to Simon who had now become a 30% shareholder in the Iviewit IP and Iviewit companies.

217. PROSKAUER prepared Wills, Trusts and other Estate Planning instruments for Simon and Shirley Bernstein while PROSKAUER was simultaneously acting as Counsel, including Intellectual Property Counsel for the Iviewit companies.

218. With the “Iviewit” Technologies having been valued by leading Experts in the billions of dollars by Proskauer referred technology companies, since on or about 2001 to the present, Eliot and his wife Candice and their minor children have experienced an ongoing pattern and practice of extortionate actions, threats, death threats so real as to include but not be limited to the car-bombing of the family mini-van in Boynton Beach, Florida on or about March 14, 2005.





219. This pattern of ongoing wrongful acts includes but is not limited to orchestrated actions to deny Eliot, Simon, the Iviewit shareholders and patent IP interest holders any monetization of the IP, deny Eliot from gaining any significant funds to pursue his IP interests, deny Eliot any now with the passing of his parents who were protecting Eliot and his family throughout this ordeal of his Inheritancy a substantial part of which was expressly designed with Simon Bernstein based upon the involvements with the Iviewit IP, and further cause massive financial harms, deny due process and procedure by subterfuging the courts with complex legal crimes, through conflict of interest after conflict by those in charge of the courts and deny and deprive Eliot and even his minor children from counsel.

220. This pattern of actions further includes but is not limited to fraudulent filings in various courts constituting not only Fraud upon the courts (including as alleged in this US District Court) but Fraud By the FL courts and where the legal machinery of the FL courts themselves have become part of the wrongful acts and criminal mechanism to deny fundamental rights and monies to Eliot and his immediate family and the Iviewit shareholders and IP interest holders.

221. Still further, the pattern and history of frauds includes but is not limited to documentary frauds, forged and fraudulent documents to the US Patent Office that have led to the suspension of the IP for several years by the Commissioner of Patents, forged/fraudulent documents to probate

courts and fraudulent documents sent to private institutional banking and trust companies, fraudulent creation of similarly named companies and similarly named IP in efforts to move the IP into other people's names, one patent attorney, Raymond Joao, who misrepresented himself with his partner Kenneth Rubenstein as being partners of PROSKAUER when actually at that time they were with Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. and where Joao put 90+ patents in his own name⁶⁶ and when this was discovered he left his law firm and went to work for New York Senator Dean Skelos' law firm Ruskin, Moscou, Evans & Faltischek and where Skelos and his son are currently on trial in NY with charges of corruption by US Attorney Preet Bharara), all combined to further the fraud and maintain control of the IP for the perpetrators.

222. Joao further worked after Iviewit with the now infamous Ponzi schemer Marc Stuart Dreier, sentenced to 20 years by the Department of Justice at the law firm Dreier & Barritz LLP.

223. The Perpetrators of the frauds alleged herein are primarily composed of criminals with law degrees acting in concert and Misusing the law while acting as Private and Public Attorneys at Law in their various capacities.

224. That the reason Eliot's complaints are full of Attorneys at Law and Judges is that the crimes alleged in both the Probate Court and those regarding the IP crimes are both sophisticated legal crimes that require a legal degree and bar association license to commit and involve misusing the Courts and Government Agencies to implement the crimes, Then to protect the alleged criminals from prosecution the victims are then further victimized through denial of due process and where legal process appears controlled by the criminals and infiltrate at will through conflicts and more, and finally claiming that because of their legal positions they are "immune" from their criminal and civil acts because they are acting as Attorneys at Law or Judges. Where

⁶⁶ April 22, 2002 Article Iviewit Patent Attorney Raymond Joao, Esq. has 90+ patents in his name <http://www.iviewit.tv/Joao%20Article%2090%20patents%20clean.pdf>

in fact it should be the opposite to protect the public and where those who violate their ethics should be charged with treble damages instead.

225. Since on or about 1999 Eliot has consistently and diligently reported criminal actions relating to the crimes committed against the Iviewit shareholders, investors, patent interest owners, himself and his family relating to their IP rights, crimes committed primarily by lawyers, to a host of federal, state and local authorities as well as international bodies.⁶⁷

226. This reporting and petitioning government entities of ongoing criminal actions and thefts of the IP includes a Feb. 2009 Petition to the Office of President Barack Obama, the White House Counsel's Office, US Attorney General's Office, White Collar crime units of the FBI as well as several petitions to the SEC in 2009⁶⁸.

227. One could say that greed was the motivating factor behind these IP crimes, "holy grail" and "priceless" evaluations from leading engineers worldwide, until one discovers that Christopher Wheeler (Proskauer), Brian G. Utley (IBM) and William Dick (Foley & Lardner and former IBM far eastern IP counsel) had secreted the fact that prior to joining the Iviewit companies they had worked together for a Florida philanthropist Monte Friedkin who had fired them all for attempting to steal intellectual properties from his company Diamond Turf Equipment Co, which he had to shutter and take a multimillion dollar loss after learning of their attempt to steal his IP. On the biography of Utley that Wheeler sold to the Iviewit board it stated that the company had went on to be a leader in Turf Equipment due to Utley's innovations instead. With this truth it became clear that a pattern and practice of IP theft was in play, nothing to do

⁶⁷ Investigation Master Chart @

<http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm>

⁶⁸ February 13, 2009 Letter to Hon. President Barack Hussein Obama re Iviewit @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090213%20FINAL%20SIGNED%20LETTER%20OBAMA%20TO%20ENJOIN%20US%20ATTORNEY%20FINGERED%20ORIGINAL%20MAIL%20L.pdf>

with Iviewit or greed, a well greased group of players who were perfecting their crimes, in fact, the alleged Iviewit thefts mirror the Diamond Turf attempt with Wheeler, Utley and Dick all involved in similar acts.

228. The veracity and truthfulness of Counter-Plaintiff's statements and reporting of these crimes and thefts has never been challenged by any Federal authority including but not limited to the US Secret Service, the Capitol Police, the US Marshall's Service, the FBI, the SEC, at least one Federal Judge and other related federal offices.
229. In 1999 it was learned that IP counsel, Joao from PROSKAUER and Meltzer Lippe Goldstein & Schlissel, tampered with Iviewit IP applications and was also putting Iviewit IP into his own name, while retained as counsel for the companies.
230. On or about 2000-2001 it was learned that the IP was fraudulently altered and that false inventors were inserted into various IP's, that there were similarly named yet different IP applications filed some entirely missing the invention process being patented and that the companies formed were duplicated as part of an elaborate shell game to move the IP out of the Iviewit shareholders ownership and into others hands.
231. As IP applications were seized from Brian Utley, who was acting as President / COO to Iviewit at the time, on referral from his friend Christopher Clarke Wheeler, Esq. at PROSKAUER and William Dick, Esq. his business associate and patent counsel for IBM who was new IP counsel hired by Iviewit to replace Joao who was caught putting IP in his name. Dick worked at FOLEY as of counsel.
232. It was then learned that the IP was in the wrong names, the assignees/owners were all wrong according to Harry I. Moatz, the Director of Enrollment and Discipline at the US Patent Office, which led to Moatz directing Eliot to file with the Commissioner of Patents allegations that

FRAUD UPON THE US PATENT OFFICE had occurred and seeking suspension of the IP while Moatz and an FBI Agent from West Palm Beach, FL were investigating the matters.

Suspensions were granted.

233. Warner Bros. finds different IP then Utley showed them and stated that their patent expert, Wayne Smith, Esq. had gone to the US Patent Office and what was on file did not capture the invention, nor is what Utley showed them when presenting them a Wachovia Private Placement and seeking investment funds.

234. Shortly after Eliot and his friend, co-inventor and investor and executive at the Iviewit companies, James Armstrong, seized the IP applications and information from Utley and Eliot went back to California where he was opening a new HQ office in the Warner Bros. Advanced Tech Building in Glendale and taking over their video operations. Eliot began preparing and filing federal and state complaints. Utley then came unannounced to California and levied death threats to Eliot claiming that he and his friends Wheeler of PROSKAUER, Dick of FOLEY et al. were very powerful and their law firms were too and that if Eliot disclosed the findings to the board or others he would have to watch his back and the backs of his wife and kids back in Boca. Eliot contacted the Rancho Palos Verdes Police and Long Beach, CA FBI office and reported the incident.

235. After a board meeting with certain board members including Simon, LEWIN, Donald Kane of Goldman Sachs, H. Hickman Powell of Crossbow Ventures/Alpine regarding the threats by Utley it was determined that Eliot should stay in LA and his wife and kids would leave Florida overnight until things could be sorted out in FL with Utley, PROSKAUER, FOLEY, Wheeler, Dick et al. and deal with the threats on Eliot's family lives that were made by Utley and reported to the proper authorities.

236. The result the Board members determined was to close the Boca Raton, Fl office and fire all the bad players involved, move Eliot's family overnight to California, in what was just being learned to be an attempt to steal the IP by Iviewit's attorneys at law hired to protect the IP.

237. Upon information and belief, LABARGA, is presently the Chief Judge of the Florida State Supreme Court.

238. On or about 2002-2003, LABARGA was a District Judge in Palm Beach County assigned to a "billing" lawsuit (undisclosed to the Iviewit shareholders, board members, executives and potential investors) brought by PROSKAUER after the PROSKAUER firm had done work for Eliot, Simon and the "Iviewit" companies and PROSKAUER gaining Confidential information about the "Iviewit" technologies and confidential information about their own clients and companies. This lawsuit was also not known to Wachovia who was doing a PPM at the time.

239. Upon information and belief, the source being actual and true Court pleadings filed with LABARGA by a Florida licensed and practicing attorney named Steven Selz, Esq. on or about 2003 factual pleadings were made in a Counter-Complaint filed by said attorney Selz against the PROSKAUER and FOLEY before LABARGA in the "billing" case seeking damages against PROSKAUER and claiming the value of the "Iviewit" technologies as \$10 Billion or greater as of that time in 2003 based upon review and statements of one Gerald Stanley, Engineer at Real 3d Inc.⁶⁹ and others.

240. These leading Engineers deemed the Iviewit Technologies and IP as "priceless".

241. Florida Licensed attorney Steven Selz pled in said Counter-Complaint against PROSKAUER in LABARGA's court as follows:

⁶⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint in Labarga Court - See Par. 29 <http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

“As a direct and proximate result of the actions of the Counter Defendant, Counter Plaintiffs have been damaged in a sum estimated to be greater than \$10,000,000,000.00, based on projections by Gerald Stanley, CEO of Real 3-D (a consortium of Lockheed, Silicone Graphics and Intel) as to the value of the technologies and their applications to current and future uses together with the loss of funding from Crossbow Ventures as a result of such conduct.” See Par. 29, Jan. 28, 2003

<http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

242. According to wikipedia,

“**Real3D, Inc.** was a maker of **arcade graphics boards**, a spin-off from **Lockheed Martin**. . . . The majority of Real3D was formed by research and engineering divisions originally part of **GE Aerospace**. Their experience traces its way back to the **Project Apollo** Visual Docking Simulator, the first full-color 3D computer generated image system.^[1],⁷⁰

243. Prior to the PROSKAUER “Billing” lawsuit before LABARGA, back in June 30, 1999, Gerald W. Stanley as Chairman, President and CEO of Real 3d, Inc., wrote to Simon Bernstein as CEO of Iviewit, Inc., opining favorably on the Iviewit technologies, yet documents start emerging by PROSKAUER partners and Brian Utley where the “Iviewit” company name is changed as licensing and partnership deals are being signed and finalized and where Timothy P. Donnelly, Director of Engineering of Real 3d Inc, even writes to PROSKAUER partner Chris Wheeler about providing Eliot an “original signature” on the agreement with Real3d.⁷¹

244. Just prior to this in on or about April 26, 1999 PROSKAUER Partner Christopher Wheeler wrote to counsel Richard Rosman, Esq. at Lewinter & Rosman law firm who was acting on behalf of Hassan Miah who was brought in by Sky Dylan Dayton, the CEO of Earthlink to evaluate the technologies as he was the leading expert in the field of digital video and imaging at the time who founded the Creative Artist Agency (CAA) / Intel Media lab, the first major

⁷⁰ Wikipedia Real 3D, Inc. <https://en.wikipedia.org/wiki/Real3D>

⁷¹ June 30, 1999 Real 3D Letter @

[http://www.iviewit.tv/CompanyDocs/Real%203D%20Opinion%20and%20Licensing%20Info.p
df](http://www.iviewit.tv/CompanyDocs/Real%203D%20Opinion%20and%20Licensing%20Info.pdf)

collaboration between Hollywood and Silicon Valley in the early days of the Internet whereby PROSKAUER Partner Wheeler not only indicates PROSKAUER is coordinating the corporate and intellectual property matters for Iviewit but also describes the Iviewit process as “novel” and “far superior to anything presently available with what they are familiar”⁷². Proskauer would later try and claim they did no IP work despite their IP partners billing for services rendered and more.

245. Hassan Miah was also CEO of Xing Technology Corporation and from and between 2002-2006 was managing Director of Media and Entertainment for the Intel Corporation.⁷³

246. Hassan Miah was one of the first Experts to declare the Iviewit technologies as “The Holy Grail of the Internet.”

247. On or about May 30, 1999, expert Hassan Miah was emailing Eliot saying the Iviewit project “is very exciting to me,” providing his home phone number to Eliot, being impressed with Ken Rubenstein of PROSKAUER (who was the sole patent evaluator for the MPEGLA LLC company and MPEG patent pooling scheme now controlled by PROSKAUER through Rubenstein) and indicating Hassan’s own company Xing was a licensee under the MPEG patent pool at the time⁷⁴.

⁷²April 22, 1999 Wheeler Letter to Richard Rosman, Esq. re Hassan Miah, <http://www.iviewit.tv/CompanyDocs/1999%2004%2026%20Wheeler%20Letter%20to%20Rosman%20re%20Rubenstein%20opinion.pdf>

⁷³ Hassan Miah LinkedIn <https://www.linkedin.com/in/hassanmiah>

⁷⁴ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose <http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

248. The Intel Corporation acquired Real 3d Inc. (Lockheed, SGI & Intel interests), in 1999 which was under NDA, licensing and other agreements with the Iviewit companies regarding the Iviewit technologies.⁷⁵

249. As referenced in the March 25, 2009 SEC complaint regarding Intel⁷⁶ and a massive accounting fraud which has now been specifically reported to the Philadelphia Office of the SEC that recently prosecuted SPALLINA and TESCHER in a separate case from this action but where SPALLINA and TESCHER are immersed in fraud and mis-accountings in this action:

“Not only did Intel later acquire in whole the R3D company which was intimately involved in the early phases of this matter and under signed agreements with my company, but specific members of Intel/ R3D staff were present during key meetings in the early phases and otherwise involved in these matters including but not limited to, Lawrence Palley (Director of Business Development @ Intel), Gerald W. Stanley (Chairman of the Board, President & Chief Executive Officer @ R3D a consortium of Intel, Lockheed and SGI), David Bolton (Corporate Counsel @ R3D & Lockheed Martin), Steven A. Behrens (Vice President and Chief Financial Officer @ R3D), Rosalie Bibona (Program Manager @ R3D), Timothy P. Connolly (Director, Engineering @ R3D), Richard Gentner (Director of Scalable Graphics Systems @ R3D), Connie Martin (Director, Software Development @ R3D), Diane H. Sabol (Director and Corporate Controller Finance & Administration @ R3D), Rob Kyanko (Intel), Michael Silver (@ ?), Ryan Huisman (@ R3D), Matt Johannsen (@ R3D), Hassan Miah (@ Intel), Dennis Goo (Manager, Digital Home Content for the Americas @ Intel), Rajeev Kapur (Chief of Staff, Enterprise Product Group @ Intel) and Kostas Katsohirakis (Business Development Manager @ Intel).

250. On or about June 1, 1999, Donald G. Kane (Managing Director) who worked at Goldman Sachs with LISA's husband, Jeffrey Friedstein and his father Sheldon Friedstein (Managing Director

⁷⁵ Wikipedia Real 3D, Inc.

<https://en.wikipedia.org/wiki/Real3D>

⁷⁶ March 25, 2009 Iviewit Intel SEC Complaint @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090325%20FINAL%20Intel%20SEC%20Complaint%20SIGNED2073.pdf>

at Goldman Sachs), was emailing to Eliot about setting up a Royalty Agreement for Eliot and his family giving a “***priority return ahead of other shareholders.***”⁷⁷ (emphasis added).

251. By the summer of 2000, Christopher Clarke Wheeler, Esq. a Partner at PROSKAUER, authors a Marketing letter showing the broad value of the Iviewit technologies and the ability to profit from same as 2.5% Shareholders together with a Representative Client List of Proskauer that can benefit from the Iviewit technologies including but not limited to AT&T, ABC, Inc., NBC, CBS, the NBA, NHL, Citibank, Columbia Pictures, Inc., Bear Stearns, HBO, Time Warner, The Chase Manhattan Bank, JPM, MGM, Oppenheimer and many others.

252. PROSKAUER Partner Wheeler goes on to say as follows in his letter:

Dear Colleagues,

As a firm, we are in a unique position to impact the effectiveness of the Internet and to profit from the same. The firm of iviewit.com, Inc. is one of my clients and Proskauer, Rose, LLP. is a 2.5% shareholder. I have worked closely with iviewit, for the past 18 months, establishing and fine-tuning their corporate structure. My objective with this letter is to introduce you to this forward-thinking company and to ask for your support and assistance. The Internet is quickly evolving from a text-based medium that users have been forced to read, into a multimedia platform that users can begin to experience. The importance that this evolution has to e-commerce has been likened to the impact felt by television when it was embraced as a marketing and communications tool. iviewit’s intellectual property positions them as a leader in the streaming video, streaming audio and virtual imaging online markets. Their technologies have broad ranging applications for many different industries including: entertainment, auctions, education, healthcare and retail. Because of the extensive applicability of iviewit’s products, the vast majority of Proskauer’s client relationships represent potential clients for iviewit. Please join me as I endeavor to introduce my clients to iviewit and, in the process, help those clients to gain a competitive advantage through the utilization of iviewit’s technologies. Please contact me with any opportunities that you identify and I will arrange an introduction to a member of iviewit’s management team. I have enclosed a descriptive flyer from iviewit and a multimedia CD-ROM that will serve as an introduction to iviewit. Additional information can be found at their website,

⁷⁷ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose

<http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

www.iviewit.com. Thank you for your time and attention. I look forward to working together to help this valued client and to further enhance the value of our equity position in iviewit.

Sincerely,
Christopher C. Wheeler⁷⁸

253. According to this PROSKAUER Partner Chris Wheeler letter of 2000, PROSKAUER was already representing OPPENHEIMER and JPM as of 2000 while representing Eliot, Simon Bernstein and the Iviewit companies with OPPENHEIMER and JPM being NDA signers and then later being just two of the places where Simon and Shirley Bernstein's wealth was placed.

254. Upon information and belief, history shows that attempted murder such as the car bombing of Eliot's family minivan in Boynton Beach, Florida and possible murder such as the possible murder of his father Simon Bernstein, as alleged by Theodore Bernstein on the day of Simon's death, have been carried out for far less than a 30% Interest in the IP and Technologies valued at least at \$10 Billion or more by leading experts back in 2003.

255. As indicated, Eliot's father, Simon Bernstein was a 30% shareholder in the Iviewit Intellectual Properties and companies formed, with PROSKAUER centrally involved in the drafting and planning of said companies, drafting and filing of intellectual properties, distributing stock to various shareholders and drafting and executing dispositive estate and trust documents regarding Simon and Shirley Bernstein's Estate planning.

256. Estate planning with PROSKAUER was done by both Simon and Eliot in direct preparation of an Initial Public Offering to be done by Goldman Sachs through an advisor to the company and shareholder, Donald Kane who was a Managing Director at Goldman Sachs & Co. The IPO was to follow a Wachovia Private Placement and the estate and trust work done by

⁷⁸ July 22, 2000 - Christopher Wheeler Letter to All Proskauer Partners Re Iviewit Techs @ <http://www.iviewit.tv/CompanyDocs/Armstrong%20Wheeler%20Client%20letter%20with%20highlights.pdf>

PROSKAUER was to transfer interests in the Iviewit companies prior to their growth in Eliot and Simon's estates, to their children's estates to avoid having to transfer them later and suffer the estate taxes on the growth of the stock.

257. These estate plans were executed and then later revoked by both Simon and Eliot, once it was alleged that PROSKAUER was involved in frauds against the companies and shareholders and PROSKAUER was TERMINATED as counsel.

258. Yet, somehow, just like this original Insurance litigation in Illinois where litigation is filed by Trustees that change overnight from SPALLINA to TED and the Trust remains to this day missing with NO executed copies put forth and drafts found months after the lawsuit was instigated that appear without any identification of who the draftee is and have no legal force and even the Insurance contracts and policies underlying the claims in this Breach of Contract lawsuit are missing (not even the insurers have put forth a bona fide copy) and critical business documents are missing that any Insurer and Estate planner would have to legally maintain and likewise records from PROSKAUER, FOLEY and other involved Estate planners involving Simon and Shirley Bernstein are allegedly all "missing" as well and where finally evidence of Fraud has been now proven and further alleged regarding the dispositive documents and other crimes have been reported ranging from Extortion to TED's claim on the day his father died that he was poisoned.

259. Back in 2003, LABARGA, however, never afforded Eliot and the Iviewit companies the due process opportunity to be heard on their Counter-Complaint, and instead denied the Counter-Complaint altogether. In a bizarre twist at a scheduled Trial Eliot and counsel showed up to an empty courtroom of Labarga and at the trial rescheduling Labarga dismissed two law firms representing the Iviewit companies simultaneously on Petitions for Withdrawal whereby both

law firms, Steven Selz PA and Schiffrin and Barroway both claimed the other would be representing the Iviewit companies at trial and then both walked out, one after the other and left the Iviewit companies without counsel. Approximately 45 days later Labarga ruled a default for the company's failure to retain replacement counsel.

260. Yet upon information and belief, LABARGA also never sanctioned nor reported attorney Selz for misconduct or frivolity in making this factual allegation regarding the value of the Iviewit technologies.

261. One of the wrongful “tactics” employed by various Counter-Defendants and Third-Party Defendants in the recent years against Eliot in and out of the Courtroom has been to question his sanity and ability care for his own children by attacking his claims regarding the car bombing of his family minivan and claims about the value of Iviewit IP, yet even Florida Licensed attorney Steven Selz who was representing Plaintiff at the time before LABARGA in 2003 himself filed a factual pleading stating,

“That PROSKAUER billed IVIEWIT for legal services related to corporate, patent, trademark and other work in a sum of approximately \$800,000.00” and further “ That based on the over-billing by PROSKAUER, IVIEWIT paid a sum in of approximately \$500,000.00 plus together with a 2.5% interest in IVIEWIT, which sums and interest in IVIEWIT was received and accepted by PROSKAUER.”

262. See, Paragraphs 24 and 27 of 2003 filed and proposed Counter-Complaint filed by attorney Selz in the LABARGA/PROSKAUER billing lawsuit, again this Counter-Complaint never being heard by LABARGA.⁷⁹

263. Then immediately following Selz, LABARGA then heard a Withdrawal as Counsel motion filed by Schiffrin & Barroway that claimed that another law firm, Selz would be representing the Iviewit companies and LABARGA approved this withdrawal knowing he had moments

⁷⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

earlier let Selz out as counsel and then calling Eliot to the stand to advise him that the Iviewit companies no longer had counsel and Eliot, a non party to the action would have to obtain new counsel in a short period of time or else default, thus denying counsel to Eliot and the proper Iviewit interests under fraudulent circumstances by the machinery of the Courts as continues to today.

264. Eliot was unable to reach either Selz or Schiffrin & Barroway to obtain court files and records during the period he had to obtain new counsel and finally after showing up to Selz's offices unannounced was able to recover some of the files and where Eliot attempted to get more time from LABARGA who refused.

265. When Eliot could not get counsel in time, LABARGA ruled against the Iviewit companies and issued a default.

266. Later it would be learned that many of the companies sued by Proskauer in their billing lawsuit, who did not have retainers with the Iviewit companies, where duplicated companies involved in an attempt to move IP out of the companies and inventors hands and into the hands of improper fraudulent inventors.

267. Thus, while various Counter-Defendants and Third-Party Defendants may simply wrongfully claim "Iviewit" was a failed dot.com, it only raises substantial questions as to why PROSKAUER would "Bill" close to \$1 million, take a 2.5 percent interest in royalties and stock in the Iviewit companies, file numerous Intellectual Properties (Patents, Trademarks, Copyrights and Tradeseecrets, worldwide), recruit their clients to sign agreements with Iviewit, issue Stock to Shareholders of numerous companies and do exhaustive Estate planning for Simon, Shirley and Eliot Bernstein including protecting Simon's 30% interest and Eliot's 70% interest in the IP at that time.

268. As part of the same practice and pattern which continues in the Estate proceedings of Shirley and Simon Bernstein and the Insurance litigation in this Illinois federal district court, PROSKAUER schemed in 2001 to tortiously interfere with business relationships and financial relationships that would benefit Eliot and advance the technologies by interfering with a financing deal going on with Warner Bros. / AOL at the time which would have brought \$10-\$20 Million in capital to the Iviewit companies which had already began a licensing and operational agreement with them.

269. Florida licensed attorney Selz filed a specific counter-complaint against PROSKAUER in the "billing lawsuit" being heard by LABARGA who denied hearing the Countercomplaint which alleged as follows:

"COUNT IV- TORTIOUS INTERFERENCE WITH AN ADVANTAGEOUS BUSINESS RELATIONSHIP

This is an action for tortious interference with an advantageous business relationship within the jurisdiction of this Court.

Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs I through 30 as if fully set forth herein.

Counter Plaintiff was engaged in negotiations of technology agreements with both Warner Bros. and AOLTime-Warner as to the possible use of the Technologies of the Counter Plaintiffs and investment in Counter Plaintiffs as a strategic partner.

That despite the prior representations of RUBENSTEIN, at a meeting held on or about November 1, 2000, by and between UTLEY, RUBENSTEIN and representatives of Warner Bros. as to the Technology of IVIEWIT and the efficacy, novelty and unique methodology of the Technology, RUBENSTEIN refused to subsequently make the same statements to representatives of AOL and Warner Bros., taking the position that since Warner Bros./AOL is "now a big client of Proskauer, I can't comment on the technologies of Iviewit." or words to that effect in response to inquiry from Warner Brother/AOL's counsel as to the status and condition of the pending patents on the intellectual property.

That RUBENSTEIN, having served as an advisor to the Board of Directors for IVIEWIT, was aware of the fact that at the time of the making of the statements set forth in Paragraph 50, above, IVIEWIT was in the midst of negotiations with

AOL/Warner Bros. as to the possible funding of the operations of IVIEWIT in and sum of between \$10,000,000.00 and \$20,000,000.00.

Further, RUBENSTEIN as a partner of PROSKAUER, and despite his clear prior actions in representing the interests of IVIEWIT, refused to answer questions as to the enforcement of the Technology of IVIEWIT, with the intent and knowledge that such refusal would lead to the cessation of the business relationship by and between IVIEWIT and Warner Bros./AOL and other clients familiar with the Warner Bros./AOL technology group then in negotiations with IVIEWIT, including, but not limited to Sony Corporation, Paramount, MGM and Fox.

That the actions of RUBENSTEIN were and constituted an intentional and unjustified interference with the relationship by and between IVIEWIT and Warner Bros./AOL designed to harm such relationship and further motivated by the attempts to "cover-up" the conflict of interest in PROSKAUER's representation of both IVIEWIT and Warner Bros./AOL.

That indeed, as a direct and proximate result of the conduct of RUBENSTEIN, Warner Bros./AOL ceased business relations with IVIEWIT to the damage and detriment of Counter Plaintiffs.⁸⁰

270. Yet somehow PROSKAUER and FOLEY being powerful international law firms have virtually no records of the Estate Planning work done or IP work done for Simon Bernstein nor did TESCHER and SPALLINA allegedly obtain this prior work from PROSKAUER or FOLEY or Attorney at Law Steven Greenwald, Esq. of Florida before embarking on similar Estate Planning work for Simon and Shirley Bernstein. Especially where Simon believed the IP to the largest assets of his estate requiring special Estate planning from the outset for the IP.

271. Yet, TESCHER and SPALLINA had a public relationship with PROSKAUER in the Boca Raton, Florida community being hosted at Bar events and similar events.⁸¹ TESCHER and SPALLINA directly know and are close friends with PROSKAUER Partner GORTZ of the

⁸⁰ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

⁸¹ March 27, 2012 Jewish Federation Mitzvah Society - Proskauer, Tescher & Spallina @ http://jewishboca.org/departments/foundation/pac/caring_estate_planning_professionals_to_honor_donald_r_tescher_esq_at_mitzvah_society_reception_on_march_27/

PROSKAUER Boca Raton Office in Florida who was the first lawyer that accountant Third Party Defendant LEWIN introduced Simon and Eliot too to seek IP protection.

272. GORTZ of PROSKAUER was directly involved in the Iviewit matters and Bernstein Estate matters dating back to 1998, and in fact he was the first person that LEWIN took the technologies to for IP protection for the benefit of Eliot and Simon Bernstein.

273. In the original underlying Illinois life insurance litigation herein, SPALLINA was in communication with GORTZ of PROSKAUER. See email dated February 18, 2013 from SPALLINA to Eliot's children's counsel Christine Yates from SPALLINA TESCHER PRODUCTION Bates No. TS004461-TS004463.

274. This pattern of established law firms involved in the technologies failing basic record keeping for client files like PROSKAUER and FOLEY allegedly not having important Estate and related records like the missing Trusts and Insurance policies in the underlying original action is further support for a preliminary injunction at this time.

275. Eliot, members of the board, investors, prospective investors and management of Iviewit first learned of this "billing" lawsuit by PROSKAUER in Palm Beach County while in the middle of Financing negotiations for the Iviewit companies with Warner Bros. (AOL-Time Warner) for approximately a \$10 to \$20 Million Capital infusion for the Iviewit companies while other financing activities were underway with a Private Placement Memorandum through Wachovia bank.

276. Eliot had already opened a new Iviewit HQ inside the Warner Advanced Technology building on Brand in Glendale, Ca. and had taken over encoding of all Internet content creation of their digital video library and had revenue and royalty contracts signed.

277. Eliot also learned at the same time that an “Involuntary Bankruptcy” had been filed in Florida against companies similarly named to “Iviewit” companies being filed by Brian G. Utley, Real3D, Inc./Intel/RYSJO, Michael Reale and Raymond Hersh the CFO⁸².
278. Eliot also learned on or about the same time from a Arthur Andersen audit conducted on behalf of Crossbow Ventures, the largest investor at that time in the IP, that two similarly named companies, Iviewit Holdings existed with only one set of books available.
279. Raymond Hersh claimed that LEWIN’s daughter, Erika Lewin, the in-house accountant at Iviewit was accused of misleading the Andersen auditors in her representation of the corporate structures put together by LEWIN and PROSKAUER. Andersen was suddenly removed from the audit and replaced by Ernst & Young on a referral from LEWIN to complete the audit for Crossbow.
280. ELIOT also learned on or about the same time that the Iviewit companies President and Chief Operating Officer, a one Brian G. Utley, had in his possession a second set of almost identical Intellectual Property applications and one set had different inventors, including Utley as sole inventor on critical imaging IP such as “Zoom and Pan on a Digital Camera” which was invented by Eliot and others almost a year before even hiring Utley, where Utley lists himself as the sole (soulless) inventor.
281. Eliot also learned on or about the same time more information that Joao who represented himself as a Proskauer Partner when in fact he was not, had put over 90 patents in his name, many with of the Iviewit IP technologies at the heart of them and taken from business plans and other IP related materials JOAO accessed as IP Counsel. Later it would be learned that Joao left PROSKAUER/MELTZER LIPPE GOLDSTEIN & SCHLISSEL to work for Ruskin,

⁸² Iviewit Involuntary Bankruptcy Files @ <http://iviewit.tv/CompanyDocs/Utley%20Reale%20Hersh%20RYSJO%20Bankruptcy%20nonsense.pdf>

Moscou, Evans & Faltischek where Dean Skelos the New York Senator currently in ongoing corruption proceedings and convicted on all counts against him, putting up a defense of business as usual, which failed to vindicate him.

282. That it is also learned that Joao later goes to the law firm of Dreier & Barritz LLP, where the now infamous attorney Marc Drier was sentenced in a “Ponzi” scheme thereafter.

283. Eliot also learned on or about the same time that the Intellectual Properties represented by Utleby to potential investors, investors and the financial institutions funding the Iviewit companies and those raising funds were not the ones that actually were filed with the US Patent Office.

284. This exposure of the Intellectual Property crimes that were committed to the authorities and others began a terroristic mob style pattern and practice of orchestrated schemes to harm and potentially murder Eliot and his family by primarily lawyers, to deny him monetization of his inventions, deny him access to capital and even basic access to counsel to pursue his rights and claims and a full blunt force denial of due process in the courts and state and federal agencies through a series of conflicts of interests with the attorneys at law infiltrating and interfering improperly in virtually all of Eliot’s legal actions, as they do name very large law firms, legislators, judges and prosecutors as the perpetrators of the IP thefts as filed in his RICO and ANTITRUST lawsuit.

285. This same pattern and practice continues to this day in both Florida Trust and Estate cases and this Illinois insurance litigation which should be viewed by this Court as nothing but a furtherance of a scheme to secret away monies and assets and deny any basic funds or monies to Plaintiff and his family literally to the point of basic survival as Plaintiff has been; a) forced on govt. Food Stamps to feed his 3 minor children who were supposed to be protected and provided for in Simon and Shirley’s Estate planning WITHOUT INTERRUPTION; b) had

home Security systems cut off; c) electric shut off and repeatedly threatened with shut off; d) homeowners insurance lapsed; e) health insurance lapsed, and other acts to deprive Counter Plaintiff of income and more.

286. That after the death of his father Simon Eliot and his family's worlds were literally blown apart financially, when the funds that were supposed to flow to Eliot and his family to protect them were intentionally and with scienter cut off, their kids were ripped from private school on the second day of classes and where the tuitions were funded by Simon and Shirley while living and despite a COLIN court order to pay the tuitions to keep them in school, TED and his counsel ROSE failed to comply and COLIN upon learning of this catastrophe did nothing despite claiming he was very upset and would deal with it shortly.

287. That due to TED'S allegation that his father was murdered via poisoning Eliot and his family live in fear that this may be true, especially after an autopsy done a year or more after Simon's death revealed elevated (beyond reportable levels in some instances) heavy metal toxins, including Arsenic and Cadmium.

288. Simon and Shirley Bernstein in fact while living set up for Eliot through special planning efforts exclusively for Eliot and his family's protection, vehicles designed and funded while living that provided income and security, including a paid for home and expenses for the home and family paid monthly all this careful planning for Eliot and his family resulting from the very real efforts to harm Eliot and his family, especially after viewing the car bombing and learning of death threats against their son and his family.

289. That the probate crimes not only shut down all Eliot's family income streams but further TED, TESCHER and SPALLINA then shut down a company that Simon had invested in, Telenet

Systems, LLC, that provided income to both Eliot and his lovely wife Candice at the time of Simon's death.

290. Without any income from the point of Simon's death to now, as income for the family at Simon's death was to be continued through the Estates and Trusts and other vehicles set up for Eliot and his family such as his Telenet interest and where the crimes were directly intended to leave Eliot and his family instead homeless and denied of their inheritancy with scienter and further bury the Iviewit stock and IP held by Simon and defeat the careful estate plans SPALLINA and TESCHER and others were contracted to protect.

291. That it is alleged that the probate crimes were orchestrated in advance of Simon's death when Simon refused to make changes to the plans of he and Shirley and never did so while living and so fraudulent documents were submitted to Courts and others to make it appear that Simon had changed he and his wife's estate plans and allow TESCHER, SPALLINA and TED to seize Dominion and Control of the Estates and Trusts through FRAUD and begin looting of the assets with impunity with the cover and aid of the state court actors, all acting outside the color of law.

292. That Shirley's Trust was changed admittedly by SPALLINA Post Mortem and it is alleged this fraud was in order to execute a scheme to not only change beneficiaries illegally but more importantly to take fiduciary and legal control of the Estates and Trusts to enable them to steal off with the assets and convert funds to improper parties, all the while failing to provide legally required accountings and document transparency to beneficiaries and again through these crimes leave Eliot and his family with virtually nothing since the time of Simon's death.

293. As this Court is or should be aware, Eliot and his minor children were not even named as Necessary parties to this original Illinois insurance litigation even though all original parties

knew and should have known Eliot and his children were beneficiaries with interests in the case including Attorneys at Law and Fiduciaries TESCHER, SPALLINA and TED e.

SPALLINA ADMITS NEW STATE AND FEDERAL CRIMES AT A “VALIDITY HEARING” BEFORE JUDGE PHILLIPS INCLUDING NEW ADMISSIONS OF FRAUD ON THE COURT AND MORE AND VIOLATES A CONSENT ORDER HE IS UNDER WITH THE SEC

294. On or about September 28, 2015, the SEC out of Washington, DC publicly announced Insider Trading and related charges in a separate action against Florida attorneys and Third-Party Defendants herein SPALLINA and TESCHER.

295. That SPALLINA pled guilty of criminal misconduct and the SEC Consent signed by SPALLINA states,

“2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the “Criminal Action”).”

296. Yet, in a December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA stated the following from the hearing transcript Page 93 Lines 14-22⁸³;

14 · · · · · THE COURT:· You can answer the question, which
15 · · · · · is, did you plead to a felony?
16 · · · · · MR. BERNSTEIN:· Sorry, sir.
17 · · · · · THE WITNESS:· I have not.
18 · · · · · THE COURT:· Okay.· Next question.
19 · BY MR. BERNSTEIN:
20 · · · · Q.· Have you pled guilty to a misdemeanor?
21 · · · · A.· I have not.
22 · · · · Q.· Were you involved in a insider trading case?
23 · · · · · MR. ROSE:· Objection.· Relevance.

⁸³ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

24 · · · · · THE COURT: Sustained. Next question.

297. Further, in the SEC Consent signed by SPALLINA reads,

“12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523. that the allegations in the complaint are true...”

298. SPALLINA further states under sworn testimony at the Validity Hearing regarding the trust documents he created being valid admits to fraudulently altering a Shirley Trust Document and sending to Attorney at Law Christine Yates, Esq. representing the minor children of Eliot via the mail,

Page 95 Lines 14-25 and Page 96 Line 1-19,

14 · · · Q · Mr. Spallina, have you been in discussion with
15 · the Palm Beach County Sheriff's Office regarding the
16 · Bernstein matters?

17 · · · · · MR. ROSE: Objection. Relevance.

18 · · · · · THE COURT: Overruled.

19 · · · · · You can answer that.

20 · · · · · THE WITNESS: Yes, I have.

21 · BY MR. BERNSTEIN:

22 · · · Q · And did you state to them that you
23 · fraudulently altered a Shirley trust document and then
24 · sent it through the mail to Christine Yates?

25 · · · A · Yes, I did.

·1 · · · Q · Have you been charged with that by the Palm
·2 · Beach County Sheriff yet?

·3· . . . A. · No, I have not.
·4· . . . Q. · Okay. · How many times were you interviewed by
·5· · the Palm Beach County Sheriff?
·6· MR. ROSE: · Objection. · Relevance.
·7· THE COURT: · Sustained.
8· · BY MR. BERNSTEIN:
·9· . . . Q. · Did you mail a fraudulently signed document to
10· · Christine Yates, the attorney for Eliot Bernstein's
11· · minor children?
12· MR. ROSE: · Objection. · Relevance.
13· THE COURT: · Overruled.
14· THE WITNESS: · Yes.
15· · BY MR. BERNSTEIN:
16· . . . Q. · And when did you acknowledge that to the
17· · courts or anybody else? · When's the first time you came
18· · about and acknowledged that you had committed a fraud?
19· . . . A. · I don't know that I did do that.

299. Further, SPALLINA perjures himself in self contradiction when he tries to claim that his law firm did not mail Fraudulent documents to the court and commit further FRAUD ON THE COURT and then slips up and admits that they sent the fraudulent documents back to the court when he states;

10· · BY MR. BERNSTEIN:
11· . . . Q. · And what was she convicted for?
12· . . . A. · She had notarized the waiver releases of
13· · accounting that you and your siblings had previously
14· · provided, and we filed those with the court.
15· . . . Q. · We filed those with the court.
16· Your law firm submitted fraudulent documents
17· · to the court?
18· . . . A. · No. · We filed -- we filed your original
19· · documents with the court that were not notarized, and
20· · the court had sent them back.
21· . . . Q. · And then what happened?
22· . . . A. · And then Kimberly forged the signatures and
23· · notarized those signatures and sent them back.

300. That not only does SPALLINA admit to Felony criminal that have not yet been investigated but admits that his office members are also involved in proven Fraudulent Creation of a Shirley Trust and where MORAN has already admitted six counts of forgery for six separate parties

(including for a deceased Simon and one for Eliot) and fraudulent notarizations of such documents. Spallina states in the hearing Pages 102-103,

102

20 · · · · · MR. BERNSTEIN: · Sure.

21 · BY MR. BERNSTEIN:

22 · · · · · Q · You've testified here about Kimberly Moran.

23 · · · · · Can you describe your relationship with her?

24 · · · · · A · She's been our long-time assistant in the

25 · office.

103

·1 · · · · · Q · Was she convicted of felony fraudulent

·2 · notarization in the Estate of Shirley Bernstein?

·3 · · · · · MR. ROSE: · Objection. · Relevance.

·4 · · · · · THE COURT: · Overruled.

·5 · · · · · You're asking if she was convicted of a felony

·6 · with respect to the Estate of Shirley Bernstein?

·7 · · · · · You can answer the question.

·8 · · · · · MR. BERNSTEIN: · Correct.

·9 · · · · · THE WITNESS: · I believe she was.

301. SPALLINA then claims that it is standard practice for he and his clients to sign sworn Final Waivers under penalty of perjury with knowingly and irrefutably false statements. Then SPALLINA had a deceased Simon file that alleged sworn document with the Court as Personal Representative on a date after his death while acting as Personal Representative as part of a Fraud on the Court and Fraud on the Beneficiaries and Interested Parties. SPALLINA states in testimony as follows,

Pages 108-110

17 · · · · · Q · Okay · Are you aware of an April 9th full

18 · waiver that was allegedly signed by Simon and you?

19 · · · · · A · Yeah · That was the waiver that he had signed.

20 · And then in the May meeting, we discussed the five of

21 · you, all the children, getting back the waivers of the

22 · accountings.

23 · · · · · Q · Okay · And in that April 9th full waiver you

24 · used to close my mother's estate, does Simon state that

25 · he has all the waivers from all of the parties?

·1 · · · · · A · He does · We sent out -- he signed that, and

·2· ·we sent out the waivers to all of you.
·3· · . . . Q. ·Okay. · So on April 9th of 2012, Simon signed,
·4· ·with your presence, because your signature's on the
·5· ·document, a document stating he had all the waivers in
·6· ·his possession from all of his children.
·7· · . . . ·Had you sent the waivers out yet as of
·8· ·April 9th?

...

20· ·BY MR. BERNSTEIN:

21· · . . . Q. ·April 9th, 2012, you have a signed full waiver
22· ·of Simon's that says that he is in possession of all of
23· ·the signed waivers of all of the parties?
24· · . . . A. ·Standard operating procedure, to have him
25· ·sign, and then to send out the documents to the kids.

...

·1· · . . . Q. ·Was Simon in possession -- because it's a
·2· ·sworn statement of Simon saying, I have possession of
·3· ·these waivers of my children on today, April 9th,
·4· ·correct, the day you two signed that?

·5· · . . . ·Okay. · So if you hadn't sent out the waivers
·6· ·yet to the --

·7· · . . . A. ·I'm not certain when the waivers were sent
·8· ·out.

·9· · . . . Q. ·Were they sent out after the --

10· · . . . A. ·I did not send them out.

11· · . . . Q. ·Okay. · More importantly, when did you receive
12· ·those? · Was it before April 9th or on April 9th?

13· · . . . A. ·We didn't receive the first one until May.

14· ·And it was your waiver that we received.

15· · . . . Q. ·So how did you allow Simon, as his attorney,
16· ·to sign a sworn statement saying he had possession of
17· ·all of the waivers in April if you didn't get mine 'til
18· ·May?

19· · . . . ·MR. ROSE:· Objection. · I think it's relevance
20· ·and cumulative. · He's already answered.

21· · . . . ·THE COURT:· What's the relevance?

22· · . . . ·MR. BERNSTEIN:· Oh, this is very relevant.

23· · . . . ·THE COURT:· What is the relevance on the issue
24· ·that I have to rule on today?

25· · . . . ·MR. BERNSTEIN:· On the validity? · Well, it's
1· · . . . relevant. · If any of these documents are relevant,
·2· · . . . this is important if it's a fraud.

·3· · . . . ·THE COURT:· I'll sustain the objection.

·4· · . . . ·MR. BERNSTEIN:· Okay. · Can I -- okay.

·5· ·BY MR. BERNSTEIN:

·6· · . . . Q. ·When did you get -- did you get back prior to

·7· ·Simon's death all the waivers from all the children?
·8· · . . . A. ·No, we did not.
·9· · . . . Q. ·So in Simon's April 9th document where he
10· says, he, Simon, on April 9th has all the waivers from
11· his children while he's alive, and you didn't even get
12· one 'til after he passed from one of his children, how
13· could that be a true statement?
14· · . . . MR. ROSE: ·Objection. ·Relevance. ·Cumulative.
15· · . . . THE COURT: ·Sustained.

302. SPALLINA also perjures himself under sworn oath at the hearing when testifying to the status of his Florida Bar license, which at this time he is listed as “ineligible⁸⁴” to practice law in the state of Florida, when he states in the December 15, 2015 hearing,

Page 91

7· ·BY MR. BERNSTEIN:
·8· · . . . Q. ·Mr. Spallina, you were called today to provide
·9· some expert testimony, correct, on the --
10· · . . . A. ·No, I was not.
11· · . . . Q. ·Oh, okay. ·You're just going based on your
12· doing the work as Simon Bernstein's attorney and Shirley
13· Bernstein's attorney?
14· · . . . A. ·Yes.
15· · . . . Q. ·Okay. ·Are you still an attorney today?
16· · . . . A. ·I am not practicing.
17· · . . . Q. ·Can you give us the circumstances regarding
18· that?
19· · . . . A. ·I withdrew from my firm.

Pages 120-121

19· ·BY MR. BERNSTEIN:
20· · . . . Q. ·Did you -- are you a member of the Florida
21· Bar?
22· · . . . A. ·Yes, I am.
23· · . . . Q. ·Currently?
24· · . . . A. ·Yes, I am.
25· · . . . Q. ·Okay. ·You said before you surrendered your
·1· license.
·2· · . . . A. ·I said I withdrew from my firm. ·It wasn't

⁸⁴ Florida Bar Robert Spallina Ineligible to Practice Law
https://www.floridabar.org/wps/portal/flbar/home/attyssearch/mprofile!/ut/p/a1/jc_LDolwEAXQT-ptHRaWo6mkRazxgdCNYUWaKLowfr_42LioOrtJzs3cYZ41zA_dLftdNZyH7vjYvTxACM3dBrawxEHIOI3ZggSEHEE7girnXJMMNktoDIOr2qgtF7RM_8sjMoRf-T3zn8RJNQO5BXKtp0AxeYNIRTj-HTx_eJ2ll7ycdg2C6e8_WXgh/dl5/d5/L2dBISEvZ0FBIS9nQSEh/?flag=Y&mid=497381

·3· that I was not practicing.

303. Spallina further Perjures his testimony when asked if the Fraudulent Shirley Trust he created by Post Mortem fraudulently altering a Shirley Amendment and disseminated through the mail attempted to change the beneficiaries of the Shirley Trust and he answered no. Yet, the following analysis shows different;

22· BY MR. BERNSTEIN:

23· · · · Q· Did the fraudulently altered document change

24· the beneficiaries that were listed in Shirley's trust?

25· · · · A· They did not.

304. Now comparing the language in the two documents the Court can see that this statement is wholly untrue. From the alleged Shirley Trust document,

“Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), **and their respective lineal descendants** shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL !ANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.”⁸⁵

305. Then the language from the fraudulent amendment states;

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM

⁸⁵ Shirley Trust Page 7

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendment%202.pdf>

shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder.⁸⁶"

306. Clearly the fraudulent amendment attempts to remove from the predeceased language TED and PAMELA's lineal descendants from being excluded by removing them from the original trust language through a fraudulent amendment as being considered predeceased and thus change the beneficiaries of the Shirley Trust and this perjury changed the outcome of the validity hearing adding cause for a rehearing and voiding the Order that resulted, which was already void and of no effect since Judge Phillips should have already voluntarily mandatorily disqualified himself from the proceedings prior to holding hearings.

307. That in relation to this very case before the Federal Court in SPALLINA's testimony under oath at the Validity Hearing SPALLINA states,

Pages 154-55

20 · BY MR. BERNSTEIN:

21 · . . . Q. · You referenced an insurance policy earlier,
22 · life insurance policy, that you said you never saw; is
23 · that correct?

24 · . . . A. · Yes.

25 · . . . Q. · And was that part of the estate plans?

1 · . . . A. · We never did any planning with that. · That was
· 2 · an insurance policy that your father had taken out
· 3 · 30 years before. · He had created a trust in 1995 for
· 4 · that. · That was not a part of any of the planning that
· 5 · we did for him.

· 6 · . . . Q. · Did you file a death benefit claim on behalf
· 7 · of that policy?

· 8 · MR. ROSE: · Objection. · Relevancy.

· 9 · THE COURT: · Sustained.

308. This statement of SPALLINA's that he had nothing to do with the "planning with that" makes his actions in the insurance matters before this Court questionable, as if he had nothing to do

⁸⁶ Spallina Fraudulent Shirley Trust Page 30

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendment%202.pdf>

with the planning of the policy and the lost and missing trust involved in this action alleged to be the beneficiary, how in the world did Spallina file an insurance death benefit claim⁸⁷ for the policy benefits acting and signing as the claimant on the policy, in the fiduciary capacity of “Trustee” of the 1995 Missing, Lost or Suppressed Trust and acting as the Policy Beneficiary, which appears now to be part of the alleged Insurance Fraud, Mail and Wire Fraud alleged in Petitioner’s pleadings that is now further supported by his perjurious statement in the Florida court denying any involvement.

309. The Court should note that while SPALLINA was filing a death benefit claim as Trustee for the lost and missing trust he claims to have had no involvement with, while he was simultaneously claiming to Eliot that a Florida Probate Court order⁸⁸ would be necessary to determine who the trustee, beneficiaries, etc. of a lost and missing trust would be⁸⁹, he was secretly and in conspiracy with others filing claims for the Policy and when that failed filing this Lawsuit, without notifying Eliot or the Creditor or the Probate Court of this action and failing to including Eliot as part of the legal action, all as part of a complex insurance fraud against Eliot and Beneficiaries of the Estate and the Creditor of the Estate, STANSBURY, and attempting to have the insurance money deposited to his law firm’s trust account acting as the Beneficiary of the Policy he claims to have nothing to do with, acting as Trustee of the lost trust he claims to have

⁸⁷ Spallina Fraudulent Insurance Claim Form He Signs as Beneficiary of the Policy as Trust of a Trust and Policy he has claimed he had nothing to do with, which is DECLINED by Heritage - See Page 05 <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121101%20Heritage%20Claim%20Form%20Spallina%20Insurance%20Fraud.pdf>, Spallina also represents in the correspondences to the carrier that he is Trustee of LaSalle National Trust, NA, which he is not but that is because LaSalle is the Primary Beneficiary.

⁸⁸ January 22, 2013 SPALLINA Letter Re Insurance <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130122%20Ted%20Letter%20and%20Spallina%20Letter%20re%20Insurance.pdf>

⁸⁹ TESCHER & SPALLINA Prepared Settlement Regarding Insurance Policy <http://iviewit.tv/Simon%20and%20Shirley%20Estate/EXHIBIT%205%20-%2020130205%20Eliot%20Letter%20to%20Spallina%20et%20al%20Regarding%20Analysis%20of%20SAMR.pdf>

never seen and impersonating himself as the Primary Beneficiary of the Policy, as Trustee of the LaSalle National Trust NA, of which he is none of.

310. That the fraudulent claim filed by SPALLINA is what led to this Federal Lawsuit being filed as a breach of contract lawsuit for HERITAGE failing to pay the claim to SPALLINA until he could prove the trust and that he was Trustee, of the trust he claims in court under sworn testimony to have had NOTHING to do with.

311. That the Court must question where Judge PHILLIPS was during the hearing where confessions to new crimes of Fraud on the Court, Mail Fraud, Fraud on the Beneficiaries (and Eliot's minor children's counsel, Christine Yates of Tripp Scott law firm) and more are being admitted to on the record by an Officer of the Court SPALLINA, a former Co-Trustee and Co-Personal Representative along with his partner in the crime and the ringleader another former Co-Trustee and Co-Personal Representative, TESCHER who also is under an SEC Consent Order for Insider Trading and one look at the transcript will find Judge PHILLIPS "doodling" (Page 138 Line 1) during the hearing and more interested in threatening Candice Bernstein with contempt of court repeatedly, even removing her from the defense table and sending her to the audience section and yet failing to force SPALLINA to show cause regarding the crimes he committed and admitted to the court, in fact sustaining Eliot from probing these serious felony admissions including Fraud on the Court and Beneficiaries in the validity matters SPALLINA was testifying about and where SPALLINA's felonies were far more serious in nature than Candice's alleged contempt for asking ROSE in the hearing to turn an exhibit for all to see and handing Eliot a document (Page 24 Lines 12-23 and Page 127 Lines 3-7).

312. Further, the Court must question and call to account for what Judge PHILLIPS did after learning of these crimes of the star witness of the "validity" hearing, some admitted by

SPALLINA to have not been investigated or reported by him at the time and thus ripe for prosecution and now having pleadings which show the perjured statements in violation of his SEC Consent Order, did he take control to find out how and who the fraudulent documents were posited in the Court as part of newly admitted FRAUDS ON THE COURT and has Judge PHILLIPS contacted the SEC to report the violation of SPALLINA's consent order or did he contact and report the crimes of Fraud on the Court to the IG of the Court or the Chief Judge or did he contact the Federal Bureau of Investigations regarding the admitted mail fraud or did he have his bailiff, a member of the Palm Beach County Sheriff deputies arrest SPALLINA on the spot?

313. Judge PHILLIPS appears to have done nothing but take SPALLINA's sole testimony to the validity of the documents (some which SPALLINA admitted in the hearing he and others had fraudulently created) and in a bizarre ruling that defies logic and appears outside the color of law, then ruled that the documents were valid with no other parties present to confirm the perjurious Felon's testimony whose Hands are Unclean, credibility shattered and one certainly must ask why the Trustee TED did not call ANY of the other witnesses or multiple notaries and instead choose SPALLINA his business associate and TED's counsel as ALLEGED PR and Trustee who admitted to PBSO that he committed fraud that altered documents to benefit TED's family, which had been wholly considered PREDECEASED prior to the fraud in Shirley Trust. TED filed for the validity hearing after his counsel committed fraud to benefit him and his only witness is his counsel that has committed fraud and TED in his own words stated under sworn oath at the Validity hearing,

Page 206-210

25 · · · Q · Okay · Ted, you were made aware of Robert
1 · Spallina's fraudulent alteration of a trust document of

·2· ·your mother's when?

·3· ··· A· ·I believe that was in the early 2013 or '14.

·4· ··· Q· ·Okay. ·And when you found out, you were the
·5· ·fiduciary of Shirley's trust, allegedly?

·6· ··· A· ·I'm not sure I understand the question.

·7· ··· Q· ·When you found out that there was a fraudulent
·8· ·altercation [sic] of a trust document, were you the
·9· ·fiduciary in charge of Shirley's trust?

10· ··· A· ·I was trustee, yes. ·I am trustee, yes.

11· ··· Q· ·And your attorneys, Tescher and Spallina, and
12· ·their law firm are the one who committed that fraud,

13· ·correct, who altered that document?

14· ··· A· ·That's what's been admitted to by them,

15· ·correct.

16· ··· Q· ·Okay. ·So you became aware that your counsel
17· ·that you retained as trustee had committed a fraud,
18· ·correct?

19· ··· A· ·Correct.

20· ··· Q· ·What did you do immediately after that?

21· ··· A· ·The same day that I found out, I contacted
22· ·counsel. ·I met with counsel on that very day. ·I met
23· ·with counsel the next day. ·I met with counsel the day
24· ·after that.

25· ··· Q· ·Which counsel?

·1· ··· A· ·Alan Rose.

...

P 209-210

24· ·BY MR. BERNSTEIN:

25· ··· Q· ·Have you seen the original will and trust of
·1· ·your mother's?

·2· ··· A· ·Can you define original for me?

·3· ··· Q· ·The original.

·4· ··· A· ·The one that's filed in the court?

·5· ··· Q· ·Original will or the trust.

·6· ··· A· ·I've seen copies of the trusts.

·7· ··· Q· ·Have you done anything to have any of the
·8· ·documents authenticated since learning that your
·9· ·attorneys had committed fraud in altering dispositive
10· ·documents that you were in custody of?

11· ····· MR. ROSE:· Objection. ·Relevance.

12· ····· THE COURT:· Overruled.

13· ····· THE WITNESS:· I have not.

14· ·BY MR. BERNSTEIN:

15· ··· Q· ·So you as the trustee have taken no steps to
16· ·validate these documents; is that correct?

17· ··· A· ·Correct.

314. TED further shows he is an incompetent Trustee at his validity hearing where he admits having not seen the original documents, not bringing any of them to the hearing to prove them valid and that he did “NOTHING” to validate them and did not even have them forensically analyzed or request the originals back from his former disgraced counsel after their admission of fraudulent created trusts and forged documents posited into the court record in his mother’s estate and elsewhere and the admitted fraudulent use of his deceased father by his former counsel to commit fraud upon the court, fraud upon the beneficiaries and close his deceased mother’s estate (despite a COURT ORDER for TESCHER and SPALLINA to turn over “ALL” RECORDS) .

315. The formal Complaint filed by the SEC contains breaches of fiduciary duties by SPALLINA and TESCHER that are almost identical to the claims Eliot has made in the Florida Probate Courts of Palm Beach County since at least on or about May of 2013⁹⁰ and⁹¹ and⁹² and⁹³ .

316. Multiple requests for Discovery from TED in the Florida Probate Courts have been made including by short term counsel Brendan Pratt, Esq.⁹⁴ but no voluntary compliance by TED has occurred and no voluntary Discovery by TED produced.

⁹⁰ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, “SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant”

<http://www.sec.gov/news/pressrelease/2015-213.html>

⁹¹ September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

⁹² October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Teschher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

⁹³ May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

⁹⁴ November 01, 2013 Production Request Ted Bernstein

NY Moreland Commission and Other Related Info

317. Eliot had made inquiry to the Moreland Commission to testify and had submitted information regarding Public Office Corruption in both the State of New York and State of Florida, including information regarding Public Office Complaints against members of the Florida Supreme Court, including former 15th Judicial Judge Jorge Labarga who was the main complained of party in Eliot's Court Corruption complaints and Bar Complaints in Florida and who is now Chief Justice of the Florida Supreme Court and Florida Bar Members (including members of Brian O'Connell's firm Ciklin a one Jerald Beer, Esq.
318. The Honorable Preet Bharara who has now taken down several of the most prominent Lawmakers from both parties in a New York Corruption Probe unparalleled and gaining worldwide recognition and applause, has recently revealed that he has seized the Moreland Commission inquiries for further investigation and where it is presumed that Eliot's inquiry has also been acquired by US Attorney's.

U.S. Attorneys » Southern District of New York » News » Press Releases
Department of Justice
U.S. Attorney's Office
Southern District of New York
FOR IMMEDIATE RELEASE
Monday, January 11, 2016
Statement Of U.S. Attorney Preet Bharara Relating To Moreland Commission Investigation

“After a thorough investigation of interference with the operation of the Moreland Commission and its premature closing, this Office has concluded that, absent any additional proof that may develop, there is insufficient evidence to prove a federal crime. We continue to have active investigations related to substantive inquiries that were being conducted by the Moreland Commission at the time of its closure.”

16-009
USAO - New York, Southern

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEINS%20FIRST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20AND%20THINGS%20PROPOSED%20ON%20TED%20S%20%20BERNSTEIN.pdf>

Updated January 11, 2016

<http://www.justice.gov/usao-sdny/pr/statement-us-attorney-preet-bharara-relating-moreland-commission-investigation>

319. That the knowledge that Bharara has taken over the Moreland inquiries to the US Attorney's Office may provide an answer as to why the Florida Courts are denying due process to Eliot and participating in a massive court controlled conspiracy against his rights, involving many of the same parties as were in his prior complaints now presumed to be before the US Attorney. This may also explain the need to cover up the current Fraud on the Court, Fraud by the Court and Fraud on Eliot and his family at all costs at this time and explain the retaliation and abuse of process against Eliot's family.

320. Due to the Palm Beach Posts Guardianship series exposing widespread Guardianship abuses Eliot and Candice fear that judge Phillips may abuse the Guardianship process to gain control over Eliot's children and where there is already volumes of online complaints⁹⁵ against Judge Phillips this becomes even more frightening.

⁹⁵ "Florida Judge is Taking Children from Good Mothers and Placing Them with Abusers"

Daily Kos Sunday Jul 20, 2014 · 9:10 AM EDT

<http://www.dailykos.com/story/2014/7/20/1315240/-Florida-Judge-is-Taking-Children-from-Good-Mothers-and-Placing-Them-with-Abusers>

and

Families Against Court Travesties, Inc. - John L. Phillips' Cases

C.C.S.'s Story - <https://factscourtwatch.com/c-c-s/>

B.D.'s Story - <https://factscourtwatch.com/b-d/>

E.C.'s Story - <https://factscourtwatch.com/e-c/>

J.J.'s Story - <https://factscourtwatch.com/j-j/>

M.J.'s Story - <https://factscourtwatch.com/m-j/>

M.M.'s Story - <https://factscourtwatch.com/m-m/>

T.R.'s Story - <https://factscourtwatch.com/t-r/>

<https://factscourtwatch.com/john-l-phillips-cases/>

and

John. L Phillips Racist and Biased Judge John L. Phillips Palm Beach Gardens Florida

<http://www.ripoffreport.com/r/John-L-Phillips/Palm-Beach-Gardens-Florida/John-L-Phillips-Racist-and-Biased-Judge-John-L-Phillips-Palm-Beach-Gardens-Florida-1177334>

and

Judge John Phillips rules Elderly People Incapacitated Violating the Elderly Rights of Due Process

<http://ireport.cnn.com/docs/DOC-163498>

and

Judge John L. Phillips from Palm Beach Garden is a lose cannon a Prejudicial biased Judge that is hurting our families.

321. That Eliot has been a thorn in the side of these lawyers and judges for many years and with their knowledge that if Eliot succeeds at some point in breaking through the corruption to have a fair and impartial hearing and honest investigations that they may lose everything and many of them may end up in prison on very serious counts including alleged attempted murder and murder according to Ted and others of Simon and thus all of these crimes in the Florida Probate matters may be carefully planned attacks on Eliot and his family to suppress and destroy all records and evidence of Eliot and Simon's relating to Iviewit before investigators can prosecute them.

322. Eliot has reason to fear that there is no due process in Florida and in fact the opposite, a massive Obstruction by attorneys and judges and other State Agencies⁹⁶ Eliot has complained of working hand in hand, allowing years of records to disappear from Simon, allowing forged and fraudulently notarized documents to be submitted to the courts to further the scheme and nothing done when they are caught by the self regulating legal system that has failed, Judge Colin directly interfering with state criminal investigations to shutter them from investigating the Fraud on the Court and Fraud by the Court Officers and Judges alleged and proven in some instances already.

323. Therefore this Court and the US Attorneys with Eliot's Moreland Complaint may not only lose value production documents necessary to prove the truth of this lawsuit but if the Florida Probate Court continues to remove Eliot's rights as a beneficiary, standing and pleadings, this Court may lose Eliot as material and fact witness and all Eliot's records as they try and

<http://www.avvo.com/legal-answers/judge-john-l--phillips-from-palm-beach-garden-is-a-1626549.html>
and

Judge John Phillips of West Palm Florida Probate courts does nothing to end the wall of corruption in the Florida Probate Courts. Ted Bernstein Life Insurance Concepts, Judge Martin Colin, Donald Tescher Florida Attorney; Florida Probate Courts.

<http://tedbernsteinreport.blogspot.com/2016/02/judge-john-phillips-of-west-palm.html>

⁹⁶Iviewit Investigation Master List

www.iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm

repeatedly charge Eliot with contempt and more in efforts to have him imprisoned and his children placed in unnecessary and illegal guardianships obtained through fraud on the court and fraud by the court as is the case in tomorrows hearing before Judge Phillips and while jailed may move to evict his family from their home and destroy all records in his possession.

324. Finally, due to the heavy metal poison results of his father and the attempted car bombing of his family, Eliot fears that with the US Attorney now involved they may rush to finally perfect their attempt and murder Eliot and his family. The Court's injunctive power could be no greater to protect its authority and protect the main witness to the facts in this Court's case and where Eliot is a Whistleblower on the Court Corruption he is in need of Federal protection of his life and properties, all important to this Court's determination of the matters before it and all being intentionally interfered with by the Florida Court State Actors who have no immunity for such egregious and criminal misconduct in efforts to thwart Eliot's due process rights and interfere with this Court's matter as well.

325. Eliot apologizes to the Court for any filing errors in advance but this is an emergency situation where my life and the life of my wife and children and all of our properties appear in imminent danger and this Court must act instantly to preserve the powers of this Court despite any technical drafting errors by a Pro Se party.

326. There are so many due process violations and obstructions occurring rapidly that it would take a several hundred page pleading to attempt to deal with all of this ongoing criminal misconduct and civil torts.

327. In seeking leave to amend the counter complaint I will try and put the remainder of items in a proper pleading within two weeks so the Court can further assess the merits of the case.

Parties and Claims to be Added on Leave to Amend for Declaratory Judgment, 42 USC Sec. 1983 and other Fiduciary, tortious interference, negligence and State Claims - See Exhibit A

I respectfully seek Leave to file an Amended Complaint / Counter-Cross Complaint however properly labeled adding parties and claims as set forth above.

WHEREFORE, Eliot I. Bernstein, Pro Se Third Party Defendant/Cross Plaintiff respectfully prays for an Order:

1. Immediate Injunctive Relief under the All Writs Act, Anti-Injunction Act and FRCP against Ted Bernstein and counsel and representatives acting on his behalf specifically including but not limited to attorney Alan M. Rose, against the Estate of Simon Bernstein acting by and through local Illinois counsel and by Florida PRs Brian O'Connell and Joy Foglietta, against Pamela Simon, David Simon, Adam Simon, Jill Bernstein-Iantoni, Lisa Friedstein, and against proceedings in the Florida Probate Courts of Palm Beach County and other parties deemed proper by this Court, temporarily enjoining said parties from further proceedings in the Florida Probate Courts herein until further order of this Court, from disposing, selling, transferring, encumbering or in any way disposing of any assets, properties as specified herein, and further preserving any and all evidence, documents, files, notes, bills, statements, mail, emails, and other evidence herein;
2. Specifically Enjoining at least Temporarily Florida Probate Court Judge Phillips on Thursday, Feb. 25, 2016 at 3:15 PM EST until further Order of this

Court;

3. Permitting the Amendment of the original counter-complaint filed herein to add claims under 42 USC Sec. 1983 and other pendant state law claims including but not limited to tortious interference with rights of expectancy and inheritance;
4. Granting appropriate leave to further Amend said complaint to add specified known parties and have said parties served by the US Marshal service or agency determined by this Court;
5. Granting leave to Amend to include a Declaratory Judgment on specified counts pertaining to Trusts, Wills, Instruments, and the Validity and Construction thereof;
6. Waiving any requirement for Bonding by Eliot I. Bernstein under extraordinary circumstances and imposing the requirement of bonding against specified wrongdoers herein if necessary.
7. Such other and further relief as to this Court may seem just and proper.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED: Wednesday, February 24, 2016

Note: All URL EXHIBITS contained herein are hereby incorporated by reference in entirety herein. The Court should consider printing these URL exhibits as recent hacking of Eliot's website and mail have caused his site to repeatedly be shut down at critical times making drafting and filing of complaints even more difficult. To ensure the court that these links do not disappear copying them down and printing them is requested.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
 2753 NW 34th St.
 Boca Raton, FL 33434
 Telephone (561) 245-8588
iviewit@iviewit.tv
www.iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on Wednesday, **February 24, 2016** I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified below via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
 2753 NW 34th St.
 Boca Raton, FL 33434
 Telephone (561) 245-8588
iviewit@iviewit.tv
www.iviewit.tv

SERVICE LIST

James J. Stamos and Kevin Horan STAMOS & TRUCCO LLP One East Wacker Drive, Third Floor Chicago, IL 60601 Attorney for Intervenor, Estate of Simon Bernstein	Adam Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730	Ted Bernstein, 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com
Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD , ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com	Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com	Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner and Joielle Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com

Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	David B. Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730

**EXHIBIT A - LIST OF COUNTER COMPLAINT DEFENDANTS TO BE INCLUDED
IN THE AMENDED COMPLAINT**

EXHIBIT A
COUNTER COMPLAINT DEFENDANTS / PARTIES

COUNTER-DEFENDANTS/THIRD PARTY DEFENDANTS FOR AMENDED COMPLAINT AND PARTY DESIGNATIONS

1. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, professionally;
2. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, personally;
3. Judge Martin Colin, professionally;
4. Judge Martin Colin, personally;
5. Judge David French, professionally;
6. Judge David French, personally;
7. Judge Howard Coates, professionally;
8. Judge Howard Coates, personally;
9. Judge John Phillips, professionally;
10. Judge John Phillips, personally;
11. The State of Florida;
12. The Florida Supreme Court;
13. The 4th District Court of Appeals;
14. Palm Beach County Probate and Circuit Courts;
15. The County of Palm Beach;
16. The Palm Beach County Sheriff;
17. Detective Ryan Miller;
18. Detective David Groover;
19. Detective Andrew Panzer;
20. Captain Carol Gregg;
21. Theodore Bernstein, personally;
22. Theodore Bernstein, as alleged Trustee of the Shirley Trust;
23. Theodore Bernstein as Personal Representative of the Shirley Estate;
24. Theodore Bernstein as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95;
25. Theodore Bernstein, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
26. Pamela Beth Simon, personally;
27. Pamela Beth Simon, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
28. Lisa Sue Friedstein, personally;
29. Lisa Sue Friedstein, as Natural Guardian of minor CF;
30. Jill Marla Iantoni, personally;
31. Jill Marla Iantoni, as Natural Guardian of minor JI;
32. David B. Simon, Esq., professionally;
33. David B. Simon, Esq., personally;
34. Adam Simon, Esq., professionally;
35. Adam Simon, Esq., personally;

36. The Simon Law Firm and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
37. Robert L. Spallina, Esq., personally;
38. Robert L. Spallina, Esq., professionally;
39. Robert L. Spallina, Esq., former alleged Co-Trustee of the Simon Bernstein Trust;
40. Robert L. Spallina, Esq., former alleged Co-Personal Representative of the Simon Bernstein Estate;
41. Donald R. Tescher, Esq. personally;
42. Donald R. Tescher, Esq. professionally;
43. Donald R. Tescher, Esq. former alleged Co-Trustee of the Simon Bernstein Trust;
44. Donald R. Tescher, Esq. former alleged Co-Personal Representative of the Simon Bernstein Estate;
45. Gutter Chaves Josepher Rubin Forman Fleisher Miller PA F.K.A. Tescher Gutter Chaves Josepher Rubin Ruffin & Forman PA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
46. Tescher & Spallina, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
47. T&S Registered Agents, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
48. Kimberly Francis Moran, personally;
49. Kimberly Francis Moran, professionally;
50. Lindsay Baxley aka Lindsay Giles, personally;
51. Lindsay Baxley aka Lindsay Giles, professionally;
52. Alan B. Rose, Esq. – personally;
53. Alan B. Rose, Esq. – professionally;
54. Page, Mrachek, Fitzgerald & Rose, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
55. Ciklin Lubitz Martens & O'Connell and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
56. Brian O'Connell, Esq., personally;
57. Brian O'Connell, Esq., professionally;
58. Brian O'Connell, Esq., fiduciary;
59. Joielle "Joy" A. Foglietta, Esq., personally;
60. Joielle "Joy" A. Foglietta Esq., professionally;
61. Joielle "Joy" A. Foglietta Esq., fiduciary;

62. Albert Gortz, Esq., personally;
63. Albert Gortz, Esq., professionally;
64. Proskauer Rose, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
65. Hopkins & Sutter and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
66. Foley & Lardner LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
67. Greenberg Traurig, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
68. Jon Swergold, Esq., personally;
69. Jon Swergold, Esq., professionally;
70. Gerald R. Lewin, CPA, personally;
71. Gerald R. Lewin, CPA, professionally;
72. CBIZ, Inc. (NYSE: CBZ) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
73. John Morrissey, Esq., personally;
74. John Morrissey, Esq., professionally;
75. John P. Morrissey, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
76. Mark R. Manceri, Esq., personally;
77. Mark R. Manceri, Esq., professionally;
78. Mark R. Manceri, Esq., P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
79. Pankauski Law Firm PLLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
80. John J. Pankauski, Esq., personally;
81. John J. Pankauski, Esq., professionally;
82. Steven A. Lessne, Esq., personally;
83. Steven A. Lessne, Esq., professionally;
84. GrayRobinson, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
85. GUNSTER and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

86. Brandan J. Pratt, Esq., personally;
87. Brandan J. Pratt, Esq., professionally;
88. Huth & Pratt and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
89. Stanford Financial Group and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers, Receivers and Fiduciaries;
90. Oppenheimer & Co. Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
91. Oppenheimer Trust Company of Delaware and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
92. Janet Craig, personally;
93. Janet Craig, professionally;
94. Janet Craig, fiduciary;
95. Huntington Worth, personally;
96. Huntington Worth, professionally;
97. Huntington Worth, fiduciary;
98. William McCabe, Esq., personally;
99. William McCabe, Esq., professionally;
100. Legacy Bank of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
101. JP Morgan Chase & Co. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
102. LaSalle National Trust, NA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
103. Chicago Title Land Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
104. Heritage Union Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

105. Jackson National Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
106. Reassure America Life Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
107. WiltonRe and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
108. First Arlington National Bank as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
109. United Bank of Illinois and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
110. Bank of America, Alleged successor in interest to LaSalle National Trust, N.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
111. Wilmington Trust Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
112. Regency Title dba US Title of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
113. Old Republic National Title Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
114. Nestler Poletto Sotheby's International Realty and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
115. Bernstein Family Realty, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
116. Bernstein Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
117. Bernstein Family Investments, LLLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns,

- Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
118. S.T.P. Enterprises, Inc., and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
 119. S.B. Lexington, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 120. National Service Association, Inc. (of Illinois) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 121. Life Insurance Concepts, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 122. LIC Holdings, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 123. LIC Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 124. Arbitrage International Management LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 125. Arbitrage International Marketing, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 126. Arbitrage International Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 127. National Services Pension Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 128. Arbitrage International Marketing Inc. 401 (k) Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 129. Simon L. Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;

130. Simon L. Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
131. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
132. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2012) and its current and former trustees, fiduciaries and counsel;
133. Simon L. Bernstein Amended and Restated Trust Agreement (2012) and its current and former trustees, fiduciaries and counsel;
134. Wilmington Trust 088949-000 Simon L. Bernstein Irrevocable Trust and its current and former trustees, fiduciaries and counsel;
135. Estate and Will of Shirley Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
136. Shirley Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
137. Shirley Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
138. Simon Bernstein Irrevocable Insurance Trust dated 6/21/1995 (currently missing and legally nonexistent) and its current and former trustees, fiduciaries and counsel;
139. Shirley Bernstein Marital Trust and Family Trust created under the Shirley Bernstein Trust (2008) and its current and former trustees, fiduciaries and counsel;
140. S.B. Lexington, Inc. 501(C)(9) VEBA TRUST and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
141. Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
142. Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
143. Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
144. Eliot Bernstein Family Trust dated May 20, 2008 and its current and former trustees, fiduciaries and counsel;
145. Daniel Bernstein Irrevocable Trust dated September 7, 2006 and its current and former trustees, fiduciaries and counsel;
146. Jake Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
147. Joshua Z. Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
148. Traci Kratish, Fiduciary;
149. Christopher Prindle, personally;
150. Christopher Prindle, professionally;
151. Peter Montalbano, personally;
152. Peter Montalbano, professionally;
153. Steven Greenwald, personally;
154. Steven Greenwald, professionally;
155. Louis B. Fournet; professionally;

- 156. Louis B. Fournier, personally;
- 157. Alexandra Bernstein;
- 158. Michael Bernstein;
- 159. Eric Bernstein;
- 160. Molly Simon;
- 161. Max Friedstein;
- 162. John and Jane Doe State Defendants,

EXHIBIT A - LIST OF POTENTIAL DEFENDANTS TO BE ADDED TO COUNTER COMPLAINT BASED ON NEED TO OBTAIN DISCOVERY AND POTENTIAL COMPANY - VEHICLE TO HIDE-MOVE ASSETS ETC

- 163. John Hancock
- 164. Delray Medical Center;
- 165. Ronald V. Alvarez, Esquire, is a mediator;
- 166. CFC of Delaware, LLC.
- 167. Life Insurance Connection, Inc.
- 168. TSB Holdings, LLC
- 169. TSB Investments LLLP
- 170. Life Insurance Concepts, LLC
- 171. Life Insurance Innovations, Inc.
- 172. National Service Association, Inc. (of Florida)
- 173. Total Brokerage Solutions LLC
- 174. Cambridge Financing Company
- 175. National Service Association, Inc.
- 176. National Service Corp (FLORIDA)
- 177. Simon L. Bernstein Irrevocable Trust U/A 9/7/06
- 178. Shirley Bernstein Irrevocable Trust U/A 9/7/06
- 179. Simon Bernstein 2000 Insurance Trust (dated august 15, 2000)
- 180. Shirley Bernstein 2000 Insurance Trust (dated august 15, 2000)
- 181. 2000 Last Will and Testament of Simon L. Bernstein
- 182. 2000 Last Will and Testament of Shirley Bernstein
- 183. Jill Iantoni Family Trust dated May 20, 2008
- 184. Lisa Friedstein Family Trust dated May 20, 2008
- 185. Daniel Bernstein Irrevocable Trust 07-JUL-10 049738
- 186. Jake Bernstein Irrevocable Trust 07-JUL-10 0497381
- 187. Joshua Z Bernstein Irrevocable Trust 07-JUL-10 0497381
- 188. Simon Bernstein Irrevocable Trust dated 6/21/95
- 189. Simon Bernstein Trust, NA
- 190. S.B. Lexington, Inc. Employee Death Benefit Trust
- 191. Simon Bernstein Trust Agreement dated May 13, 2008
- 192. Saint Andrews School Boca Raton

EXHIBIT 6 - Ted Bernstein Statement Huhem PBSO Homicide Investigation.

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
 CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460

DISPOSITION: ZULU
 DIVISION: DETECTIVE

911:

SUICIDE

SIGNAL CODE: 32 CRIME CODE: * NON CRIME CODE: OT CODE: 9532 06/13/16 TUESDAY
 ZONE: C21 GRID: DEPUTY I.D.: 7571 NAME: PEREZ, M. ASSIST: TIME D 1610 A 1629 C 0119
 OCCURRED BETWEEN DATE: 02/22/16 , 2200 HOURS AND DATE: 02/23/16 , 1730 HOURS
 EXCEPTION TYPE:

INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
 CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: RESIDENCE - SINGLE FAMILY
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..

ON MAY 24, 2016, AT APPROXIMATELY 1830 HOURS I MET WITH TED BERNSTEIN (WHITE MALE, 08/27/1959) WHO PROVIDED ME WITH A STATEMENT. THE FOLLOWING IS A SYNOPSIS OF TED'S STATEMENT. TED STATED THAT ON THE DAY OF MITCH'S DEATH HE TEXTED MITCH SOMETIME BETWEEN 8:30 A.M. AND 9:00 A.M. IN REFERENCE TO SCHEDULING A MEETING; HOWEVER, MITCH DID NOT RESPOND. TED STATED THAT AT APPROXIMATELY 3:30 P.M. HE GOT A CALL FROM DEBORAH AND SHE SOUNDED PANICKED. TED STATED THAT DEBORAH MENTIONED THAT MITCH'S STUFF WAS HERE AND SHE HASN'T HEARD FROM HIM. TED STATED THAT DEBORAH ASKED IF HE AND MITCH HAD MET, OR IF TED KNEW OF ANY MEETINGS AND TED RESPONDED NO.

TED STATED THAT A COUPLE OF HOURS LATER, PBSO CALLED AND ASKED HIM TO COME TO THE HOUSE. TED STATED THAT HE ARRIVED AT THE HOUSE AND LEARNED OF MITCH'S DEATH. TED STATED THAT DEBORAH SENT HIM A MESSAGE ASKING HIM TO STAY AND HE WAITED FOR ABOUT 40 MINUTES BEFORE LEAVING. TED STATED THAT SHORTLY AFTER ARRIVING HOME DEBORAH CALLED HIM AND HE RETURNED TO THE SCENE ACCOMPANIED BY HIS WIFE. TED STATED THAT HE DROVE DEBORAH TO HIS HOUSE WHERE SHE SPENT THE NIGHT.

TED DESCRIBES DEBORAH AS BEING IN SHOCK AND BEING CONCERNED ABOUT MITCH'S LEGACY. TED STATED THAT DEBORAH DIDN'T WANT PEOPLE THAT KNEW HIM TO FIND OUT THAT MITCH TOOK HIS OWN LIFE. TED STATED THAT DEBORAH MENTIONED RECENTLY HAVING A FACIAL LASER PEEL DONE WHICH HE BELIEVED TO HAVE CAUSED AN EXTREME REACTION ON HER FACE. TED DESCRIBED IT AS LOOKING PAINFUL AND THAT THAT WAS THE ONLY MARKS THAT HE NOTICED ON DEBORAH. TED STATED THAT DEBORAH STAYED AT HIS HOME 3-4 DAYS AND DURING THAT TIME HE BRIEFLY MET ONE OF MITCH'S SISTERS, A BROTHER-IN-LAW AND DEBORAH'S SON. TED STATED THAT HE

 printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460
DISPOSITION: ZULU

TRIED TO GIVE THEM PRIVACY AND STAY OUT OF THE WAY SO HE DOESN'T KNOW IF THEY WERE ARGUING OR THE TOPICS OF THEIR CONVERSATIONS.

TED STATED THAT PRIOR TO THIS INCIDENT THE LAST TIME HE SPOKE TO DEBORAH WAS AROUND THE HOLIDAYS. TED STATED THAT PRIOR TO THE INCIDENT HE SPOKE WITH MITCH ON THE MONDAY OR TUESDAY BEFORE AND THAT THEY TALKED ABOUT THE HOUSE REMODEL, THE MOLD AND INSURANCE ADJUSTERS. TED STATED THAT THEY ALSO TALKED ABOUT MITCH NOT WANTING TO BE INCLUDED IN ONLINE BLOGS AND MITCH OFFERED TO HELP TED'S ONLINE IMAGE.

TED STATED THAT HE HAS KNOWN MITCH SINCE AUGUST OR SEPTEMBER THROUGH EMAILS ABOUT THE HOUSE; HOWEVER, THEY DIDN'T MEET UNTIL OCTOBER. TED STATED THAT ALL OF THE CONVERSATIONS WERE IN REFERENCE TO THE HOUSE. TED STATED THAT HE DID NOT NOTICE ANY SIGNS OF MENTAL ILLNESS BUT THAT HE DID NOT KNOW MITCH WELL ENOUGH TO NOTICE. TED STATED THAT THEY DID DEVELOP A FRIENDSHIP, AND THAT HE REMEMBERS BEING IMPRESSED THAT MITCH DID NOT BLAME HIM FOR THE EXTENSIVE PROBLEMS WITH THE HOUSE. TED STATED THAT MITCH AND HE WOULD TALK 2-3 TIMES A WEEK.

TED STATED THAT HE DIDN'T BELIEVE THAT HIS BROTHER ELLIOT KNEW MITCH'S IDENTITY UNTIL AFTER THE DEATH AND THAT UP TO THIS POINT MITCH HAD NOT BEEN MENTIONED IN ELLIOT'S BLOG AND MITCH WANTED TO KEEP IT THAT WAY. TED STATED THAT THIS IS THE REASON THE LAND TRUST WAS USED TO PURCHASE THE HOME.

TED STATED THAT HIS PARENTS LEFT ASSETS TO THEIR GRANDCHILDREN AND THAT HE DIDN'T STAND TO BENEFIT ANYTHING FROM THE PURCHASE. TED STATED THAT BECAUSE OF HIS BROTHER ELLIOT, TED USES A LAWYER FOR EVERYTHING IN ORDER TO PROTECT HIMSELF.

TED STATED THAT HE AND MITCH GOT TO KNOW EACH OTHER AND THAT MITCH WANTED TO HELP HIS REPUTATION. TED STATED THAT MITCH THOUGHT GOING INTO BUSINESS TOGETHER WOULD HELP BUT THAT THEY NEVER SPOKE OF MONEY AFTER THE CLOSING OF THE HOUSE.

TED STATED THAT MITCH DID NOT REACH OUT TO TED FOR HELP AND THAT MITCH DID NOT APPEAR TO BE DEPRESSED. TED DESCRIBED MITCH TO BE UPBEAT AND HE WAS NO DIFFERENT TWO DAYS BEFORE.

THIS CONCLUDED TED'S STATEMENT.

ON MAY 25TH AT APPROXIMATELY 1500 HOURS I MET WITH MICHAEL ALTSHULER (WHITE MALE, 10/11/1956). MICHAEL PROVIDED ME WITH A SWORN STATEMENT WHICH WAS MEMORIALIZED ON A DIGITAL RECORDING DEVICE. THE FOLLOWING IS A SYNOPSIS OF MICHAEL'S STATEMENT, FOR SPECIFIC DETAILS PLEASE REFER TO THE CD LOCATED IN PBSO EVIDENCE. MICHAEL STATED THAT ON THE DAY OF MITCH'S DEATH HE WAS SUPPOSED TO MEET WITH MITCH AT THE GYM INSIDE OF MITCH'S DEVELOPMENT. MICHAEL STATED THAT HE ARRIVED AT THE COMMUNITY GYM AROUND 7:00 P.M. AND THAT THIS HAD BEEN PLANNED SEVERAL DAYS IN ADVANCE. MICHAEL STATED THAT HE MET MITCH AT A SEMINAR AND THAT THEY HAVE KNOWN EACH OTHER FOR 3-4 MONTHS.

printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM

EXHIBIT 7 - Deposition Tescher

VOLUME: I
 PAGES: 1-165
 EXHIBITS: 1-15, A

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

NO. 502012CP004391XXXXSB

CP - Probate

 IN RE:)
 ESTATE OF SIMON L. BERNSTEIN)
 _____)

TELEPHONIC DEPOSITION of DONALD R.
 TESCHER, called as a witness by and on behalf of
 Ted S. Bernstein, pursuant to the applicable
 provisions of the Florida Rules of Civil Procedure,
 before P. Jodi Ohnemus, RPR, RMR, CRR, CA-CSR
 #13192, NH-LCR #91, MA-CSR #123193, and Notary
 Public, within and for the Commonwealth of
 Massachusetts, at the Hampton Inn & Suites, 10
 Plaza Way, Plymouth, Massachusetts, on Wednesday, 9
 July, 2014, commencing at 2:38 p.m.

1 nor did Mr. Spallina bring it to the attention of
2 anybody; is that --

3 A. We couldn't, because we weren't aware of
4 it.

5 Q. Okay. And when you became aware of it in
6 2013, did you think it appropriate at that time to
7 resign as copersonal representative from the estate
8 of Simon Bernstein?

9 A. No.

10 Q. Now, did there come a time, however, when
11 you did resign -- you and Mr. Spallina -- as
12 copersonal representatives of the Simon Bernstein
13 estate; correct?

14 A. That is correct.

15 Q. Do you recall when that was?

16 A. January of 2014.

17 Q. And what was the incident at that time
18 that then caused you to resign as copersonal
19 representatives of the estate of Simon Bernstein?

20 A. It came to light -- it was brought to my
21 attention that the -- there was an amendment --
22 there was an altered document altering the
23 amendment to Shirley Bernstein's revocable trust,
24 which document had been forwarded to Christine
25 Yates, who was then serving as counsel to Eliot

1 Bernstein's children; and that document added a
2 provision.

3 **Q. All right. And how did that document come**
4 **to light -- the altered document?**

5 A. It was brought to my attention by someone
6 in my office.

7 **Q. Okay. Now, the -- you identified the**
8 **altered document as what again -- the Shirley**
9 **Bernstein Trust?**

10 A. The Amendment to Shirley Bernstein's
11 Revocable Trust Agreement.

12 **Q. Okay. And who in your office brought that**
13 **to your attention?**

14 A. Our associate.

15 **Q. And who is that?**

16 A. Lauren Galvani.

17 **Q. And when did that take place?**

18 A. January 2013.

19 **Q. Okay. And there is a document that's**
20 **attached to your affidavit, which is the -- I**
21 **believe an amendment to the Shirley Bernstein**
22 **Trust; is that correct?**

23 A. Hold on one moment. Let me get to that.

24 **Q. Is that Exhibit C?**

25 A. I believe that's C, if I'm not mistaken.

1 Hold on one moment.

2 (Witness reviews document.) Yeah. That's
3 Exhibit C.

4 **Q. Okay. All right.**

5 **Now, Exhibit C, is that the altered**
6 **document or the unaltered document?**

7 A. That is the unaltered document.

8 **Q. And what did the altered first amendment**
9 **to the Shirley Bernstein trust say?**

10 A. I don't have it in front of me, but
11 essentially what it did was there was a -- you see
12 how it's numbered now 1 and 3? There were -- you
13 know, somebody had messed up when it had been
14 originally prepared, and it got numbered --
15 paragraph No. 1, paragraph No. 3.

16 A paragraph No. 2 was inserted between 1
17 and 3.

18 **Q. And when did that take place?**

19 A. I don't know.

20 **Q. Was it -- did it take place sometime in**
21 **2012?**

22 A. I don't know.

23 **Q. Did it take -- well, how did your**
24 **associate suddenly come across it in January of**
25 **2014?**

1 A. You'll have to ask her.

2 **Q. Did you ever ask her how she came across**
3 **it that then subsequently caused you to resign as**
4 **copersonal representative?**

5 A. She noticed that the amendment that had
6 been included in the letter to Christine Yates was
7 different than Exhibit -- the exhibit that's here
8 attached to my affidavit.

9 **Q. And in that letter to Christine Yates,**
10 **what was the date of that letter?**

11 A. I think it was January of 2013 -- I think.

12 **Q. Okay. And so that was after the death of**
13 **Simon Bernstein; correct?**

14 A. Yes, it was.

15 **Q. So then that altered document contained in**
16 **a document dated January 11, 2013 could very well**
17 **have been prepared while Ted Bernstein was the**
18 **successor personal representative and successor**
19 **trustee to the Shirley Bernstein estate and trust;**
20 **correct?**

21 A. No. Probably -- well...

22 Probably -- I'm not sure, to be honest,
23 Peter. I'm not a hundred percent certain on the
24 timing.

25 **Q. Okay. And how did a year go by between**

1 the time of the January 11th, 2013 letter in which
2 the altered document was produced to the attorneys
3 for Eliot Bernstein and then the discovery that it
4 was, in fact, an altered document? What happened
5 in that 12-month time that caused you, or your
6 associate, or your office to discover that, in
7 fact, what had been supplied to counsel for Eliot
8 Bernstein was, in fact, a forged document or
9 altered document?

10 A. I can't answer that question, actually --
11 'cause I don't know.

12 Q. All right. And -- and who in your firm
13 would be in the best position to know that -- if
14 it's not the general manager -- the managing
15 partner of the firm?

16 A. Mr. Spallina or Ms. Galvani.

17 Q. You were the managing partner at that time
18 still; correct?

19 A. I was the president.

20 Q. Okay. And what did the altered document
21 say in paragraph 2?

22 A. I told you that I don't have that in front
23 of me.

24 Q. And the one attached to your affidavit?

25 A. I told you that I don't have that in front

1 of me.

2 **Q. I apologize if I'm being repetitive on**
3 **that score.**

4 A. Yeah, I don't have --

5 **Q. Your best recollection.**

6 A. Yeah. Peter, I don't have it here.

7 It dealt with the definition of children
8 and lineals.

9 MR. ROSE: Peter, I don't want to ruin
10 your momentum that you're building up, but I need
11 to take a bathroom break. Could we take -- we've
12 been going at it for a little more than an hour.
13 Can we take like a five-minute break?

14 MR. FEAMAN: Sure. I'm moving on to the
15 next item anyway.

16 MR. ROSE: No more than five -- maybe as
17 little as two minutes. I'll be right back.

18 MR. FEAMAN: No problem.

19 (Recess was taken.)

20 **Q. Mr. Tescher, I'd like you to take a look**
21 **at what's been premarked as Exhibit 3.**

22 MR. FEAMAN: Madam Court Reporter, would
23 you hand that to the witness.

24 COURT REPORTER: Okay.

25 MR. FEAMAN: Thank you.

Stansbury's
Exh. 3
to Teacher's depo

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

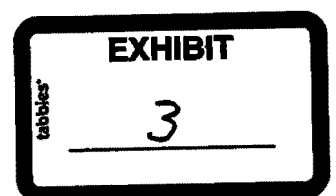
Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death. Information provided to me appears to indicate that there were two versions of the First Amendment to the Shirley Bernstein Trust Agreement, both executed on November 18, 2008. Under one version the children of Pam Simon and Ted Bernstein would not be permissible appointees of Simon Bernstein's exercise of the power of appointment while under the second version that restriction was removed. As you all know, Simon Bernstein's dispositive plan, expressed to all of you during his lifetime on a conference call, was to distribute the Estate to all ten of his grandchildren. That was the basis upon which the administration was moving forward.

Under the Shirley Bernstein Trust, there is a definition of children and lineal descendants. That definition excluded Pam Simon, Ted Bernstein and their respective children from inheriting. The document also contained a special Power of Appointment for Simon wherein he could appoint the assets of the Trust for Shirley's lineal descendants. Based upon the definition of children and lineal descendants, the Power of Appointment could not be exercised in favor of Pam Simon, Ted Bernstein or their respective children, although we believe it was Simon Bernstein's wish to provide equally for all of his grandchildren.

On November 18, 2008, it does appear from the information that I have reviewed that Shirley Bernstein executed a First Amendment to her trust agreement. The document as executed appears to make only one relatively minor modification to her trust disposition by eliminating a specific gift to Ted



Bernstein Family
January 14, 2014
Page 2

Bernstein's stepson. In January of 2013 a First Amendment to the Shirley Bernstein Trust Agreement was provided to Christine Yates, Esq. who, at that time, was representing Eliot Bernstein. The document provided contained a paragraph number 2 which modified the definitional language in Shirley's document so as to permit, by deleting the words "and their respective lineal descendants" from the definition, an exercise of the power of appointment by Simon Bernstein over the Shirley Bernstein Trust to pass equally to all ten grandchildren rather than only six of the grandchildren.

By virtue of The Florida Bar Rules of Professional Conduct, I am duty bound to provide this information to you. Obviously, as a result of the issues and ramifications raised by the allegations, my firm must resign from further representation in all matters relating to the Estates and Trusts of Simon Bernstein and Shirley Bernstein. Furthermore, it is my intent, and I assume also the intent of Robert Spallina, to tender our resignations as personal representatives of the Simon Bernstein Estate and as trustees of the Simon Bernstein Trust. If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity. With regard to the Simon Bernstein Estate, the appointment of the successor would require a court proceeding.

I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family. As I believe you know, to date there has only been a modest funding of some, but not all, of the continuing trusts for the grandchildren emanating from Shirley's Trust assets.

Very truly yours,



DONALD R. TESCHER

DRT/km

cc: Alan Rose, Esq.

EXHIBIT 8 - SEC Consent Orders for Robert Spallina, Esq. and Donald Tescher, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

CONSENT OF DEFENDANT ROBERT L. SPALLINA

1. Defendant Robert L. Spallina ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey (the "Criminal Action").

3. Defendant hereby consents to the entry of the Final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act")

[15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];

- (b) orders Defendant to pay disgorgement in the amount of \$39,156, plus prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the Criminal Action; and
- (c) orders Defendant to pay a civil penalty in the amount of \$39,156 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

4. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and

other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this

proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

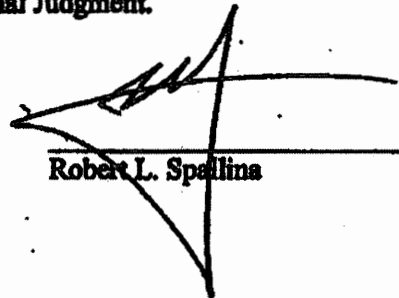
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local

rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

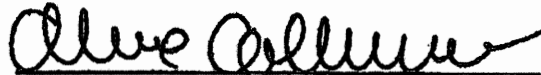
16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 9/16/15



Robert L. Spallina

On Sept 16, 2015, Robert Spallina, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public
Commission expires:

Approved as to form:



Lawrence S. Lustberg, Esquire
Gibbons P.C.
One Gateway Center
Newark, NJ 07102-5310
Counsel for Robert L. Spallina



Alexa Colivechio
COMMISSION # FP188468
EXPIRES: December 28, 2018
WWW.AARONNOTARY.COM

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29, 2015

Anne E. Thompson
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

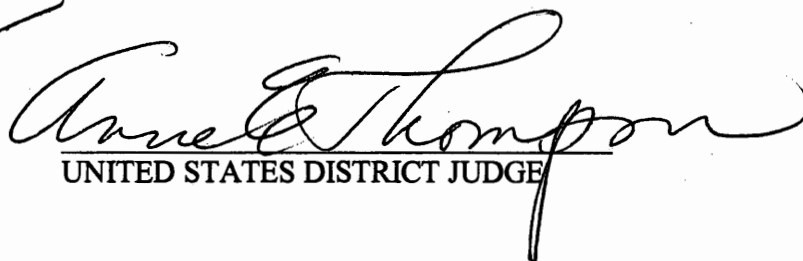
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ____-____

CONSENT OF DEFENDANT DONALD R. TESCHER

1. Defendant Donald R. Tescher ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];
- (b) orders Defendant to pay disgorgement in the amount of \$9,937, plus prejudgment interest thereon in the amount of \$690; and

(c) orders Defendant to pay a civil penalty in the amount of \$9,937 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

3. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

4. Defendant acknowledges that the Court is not imposing a civil penalty in excess of \$9,937 based on Defendant's cooperation in a Commission investigation and/or related enforcement action. Defendant consents that if at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with the Commission's motion for civil penalties, and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public statement

denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant does not deny the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

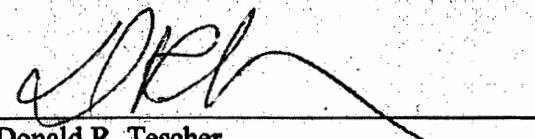
13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes,

Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

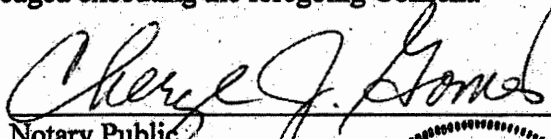
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

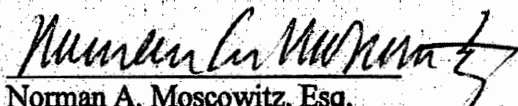
Dated: 6/5/14 
Donald R. Tescher

On June 5, 2014, Donald R. Tescher, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.


Notary Public
Commission expires:



Approved as to form:


Norman A. Moscovitz, Esq.
Moscovitz & Moscovitz, P.A.
Sabadell Financial Center
1111 Brickell Ave., Suite 2050
Miami, FL 33131

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VII.

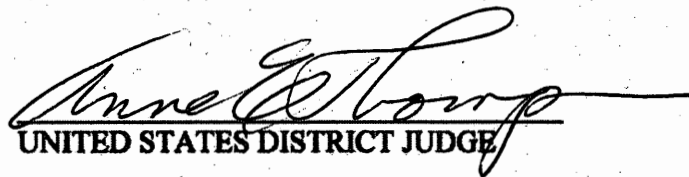
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Oct 1, 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

- (i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;
- (ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

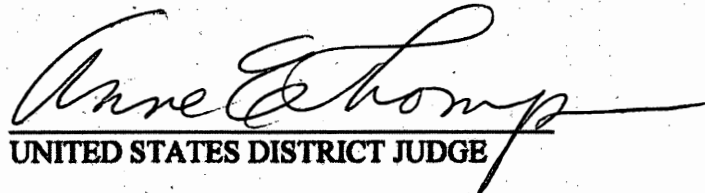
VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: Oct 1 2015


UNITED STATES DISTRICT JUDGE

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

IN RE: CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,
_____ /

**PR'S STATEMENT OF ITS POSITION THAT THERE IS NO CONFLICT
AND HIS WAIVER OF ANY POTENTIAL CONFLICT**

I, Brian O'Connell, am the court-appointed Personal Representative ("PR") of The Estate of Simon L. Bernstein ("Estate"). Based upon the Will upheld during a probate trial conducted last December, resulting in a Final Judgment dated December 16, 2015, Simon Bernstein's children are the named devisees of certain personal property, but the sole residuary beneficiary of the Estate is the current trustee of the Simon L. Bernstein Amended and Restated Trust dated July 25, 2012 ("Trust"). That role is currently being fulfilled by Ted S. Bernstein, as Successor Trustee ("Trustee").

There are certain persons who have asserted potential claims against the Estate. The largest such claim is an independent action styled *William E. Stansbury, Plaintiff, v. Estate of Simon L. Bernstein and Bernstein Family Realty, LLC, Defendants*, in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50 2012 CA 013933 MB AN (the "Stansbury Lawsuit"). In that action, Stansbury is suing the Estate for more than \$2.5 million, asserting claims for breach of oral contract; fraud in the inducement; civil conspiracy; unjust enrichment; equitable lien; and constructive trust. Each of these claims arises from Stansbury's employment with and involvement in an insurance business in which the principal shareholders were Ted Bernstein and Simon Bernstein.

The Stansbury Lawsuit was filed in July 2012, while Simon was alive. After Simon died, the Estate was substituted as the party defendant, and the former personal representatives hired counsel to defend the Estate. The primary defendant in that action was LIC Holdings, Inc. ("LIC"), along with its wholly-owned company, Arbitrage International Management, LLC, f/k/a Arbitrage International Holdings, LLC ("AIM"). Stansbury also maintained claims against the Shirley Bernstein Trust Agreement Dated May 20, 2008 ("Shirley Trust"), and Ted S. Bernstein, Individually ("Ted").

The law firm of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. ("Mrachek") served as counsel for LIC, AIM, Shirley Trust and Ted Mrachek beginning in April 2013, formally appearing on April 15, 2013. As I was not appointed PR until sometime in July of 2014, I had no involvement or knowledge of this matter at that time.

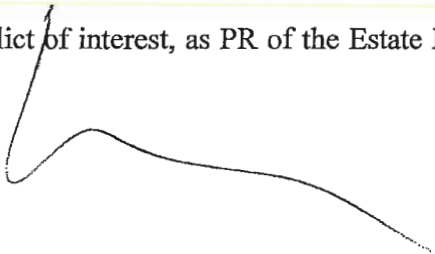
I have been advised that Mrachek represented those defendants and the position taken is not in conflict or adverse to the Estate's position. After mediation in June 2014, LIC, AIM, Shirley Trust and Ted settled with Stansbury. The Estate, then under the control of a Curator, did not settle with Stansbury. After my appointment, to avoid unnecessary expense, settlement efforts were made. Those efforts, including through a mediation held on July 25, 2016, were unsuccessful.

Some of the direct and indirect beneficiaries of the Estate I am administering advised me, in light of the Mrachek firm's prior and extensive involvement in the Stansbury Lawsuit, the beneficiaries wanted Mrachek to represent the Estate in the Stansbury Lawsuit. I agreed to that request, and agreed that Mrachek was retained to represent the Estate.

Additionally, I agreed to Trustee, Ted, being appointed to serve as administrator ad litem with regard to overseeing the defense of the Estate in the Stansbury Lawsuit for at least three two reasons: (i) Ted agreed to serve in that role for no additional compensation, whereas any time I spend will cost the Estate a reasonable fee for my services; (ii) Ted has direct knowledge of the facts and circumstances surrounding the Stansbury lawsuit, because he was part of LIC and AIM at the relevant time, he was Simon's son, and he was extensively involved in the Stansbury Lawsuit already as a defendant and as a corporate representative of LIC and AIM; (iii) I have no personal knowledge or involvement in this matter; and (iv) there is no reason to believe Mrachek and Ted will not adequately and vigorously defend the Estate's interests.

It is also in the best interest of the Estate (not only the beneficiaries but any creditors and claimants with the possible exception of Stansbury) to have the Stansbury Lawsuit resolved as quickly and efficiently as possible, because this Estate administration must remain open and ongoing until the Stansbury Lawsuit is resolved, and the expenses of defending the claim will cost the Estate money and time until the case is finally determined.

To the extent there is a waivable conflict of interest, as PR of the Estate I would waive any such conflict.



BRIAN O'CONNELL, Personal Representative

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

IN RE:

Case No. 502012CP004391XXXXNBIH

ESTATE OF SIMON BERNSTEIN,

Deceased.

_____/

**MOTION IN OPPOSITION TO PLAINTIFF'S MOTION TO (i) APPROVE
COMPROMISE AND SETTLEMENT, (ii) APPOINT A TRUSTEE FOR THE TRUSTS
CREATED FOR D.B., JA.B. AND JO.B., AND (iii) DETERMINE COMPENSATION
FOR GUARDIAN AD LITEM (2) CASE MANAGEMENT CONFERENCE**

1. I am an "interested person" and named beneficiary in the Estate of Shirley Bernstein and Simon Bernstein and contrary to the filings and positions of Ted Bernstein and his attorney Alan Rose, I do in fact have "Standing" to be heard in all of these cases and am a named beneficiary in the dispositive documents and Object to all of these motions which require evidentiary hearings to be heard at a UMC hearing and respectfully request that proper Special Set Hearings be calendared after Dec. 15, 2016 as I remain under Medical Care as all the parties are aware. See attached Exhibit 1 - MD Note.
2. There is no Order issued on the "standing" issue in the case of the Estate of Shirley Bernstein and Simon Bernstein despite the misleading claims of Alan Rose to this Court in his pleading in further attempts to obstruct justice.
3. I file these Objections for all 3 cases in which Ted Bernstein and attorney Alan Rose have recently moved this Court for relief on November 22, 2016 improperly moved for relief at UMC Hearings under Case Numbers:
 - a. Case # 502012CP004391XXXXSB – Simon Bernstein Estate

- b. Case # 502011CP000653XXXXSB – Shirley Bernstein Estate
 - c. Case # 502014CP003698XXXXNB – Shirley Trust Construction
4. Both Ted Bernstein and his attorney Alan Rose are well aware of the Serious Medical conditions I am under and have been provided copies on multiple occasions from a Florida Licensed Doctor of Doctor's Instructions to Avoid Stress, which could result in life threatening injury. Ted Bernstein and Alan Rose have known this for many weeks now as this condition has been raised in filings at the 4th District Court of Appeals.
 5. I made a written request by email and asked attorney Alan Rose to voluntarily Reschedule these motions off the Nov. 22nd calendar based on the ongoing Medical treatment and instructions until after December 15th, 2016 but Mr. Rose has refused to do so. Proof of the Medical Treatment and Ongoing Care was attached to my request. See Attached Exhibit 2 - Email to Rose re Reschedule Hearings.
 6. I reserve the right to file more detailed Objections to all of the relief requested by Ted Bernstein and his attorney Alan Rose in these 3 cases and seek an Extension of Time and / Or Continuance to do so based upon Serious Medical conditions and the failure to be properly served in these matters.
 7. This Court is notified that virtually every Order in all of the cases of prior Judges Colin and Phillips are subject to being vacated under Florida Rules of Civil Procedure 1.540(b) on Fraud grounds but because of my medical conditions and the limited amount of time I can dedicate each day that it will take me 30 days to prepare and file proper motions for each case, which is subject to schedule change as in addition to repeated "sharp practices" by multiple attorneys including Alan Rose for Ted Bernstein and Steve Lessne for the Oppenheimer Trust case I am regularly faced with having to respond to

improperly Noticed motions and hearings and then subject to “tag teaming” motions in the 15th Judicial Court cases timed to coincide with Appeal deadlines at the 4th DCA. For example on this day, Nov. 22, 2016, I am hit with 3 hearings in this Court and 3 briefs due at the 4th DCA and all while all parties have full notice of the dangers of stress medically to me at this time.

8. Further, that both attorney Alan Rose and his client Ted Bernstein have mislead the prior Courts and are now misleading this Court under newly Assigned Judge Scher through an elaborate evolving “storyline” that changes over time but will not withstand proper Evidentiary hearings after proper Discovery.
9. Unraveling the multi-year elaborate scheme takes time which is further why I request an Extension and Continuance to file further Objections as in some instances there are contradictory statements from Ted Bernstein, Alan Rose and others from statements made to the PBSO, in some instances the statements are contradictory to prior Testimony in the cases, in other instances contradictory to other filings and so on.
10. In the Notice of Administration document filed in the Shirley Bernstein case, I am in fact listed as a Beneficiary and the 10 grandchildren are nowhere Noticed or listed in this Document. Attached Exhibit 3- Shirley Bernstein Estate Notice of Administration.
11. In the Notice of Administration document sworn to and filed by attorneys Tescher & Spallina in the Estate of Simon Bernstein under Case No. 502012CP004391XXXXSB, once again I am listed as a Beneficiary and the 10 grandchildren are never Noticed or mentioned. Attached Exhibit 4 - Simon Bernstein Estate Notice of Administration.
12. In addition to “Standing” having never been determined by any Order in the Shirley Bernstein Estate case, the “Standing” issues were never determined by Judge Phillips at

any Evidentiary Hearing or after any Construction hearing, as none has ever been held, but instead was determined at a Non-evidentiary UMC Hearing and my “standing” was removed in several of the cases based on the fact that I could not quote the proper Statute section during a UMC hearing despite my stating that I was a named beneficiary in the documents, an interested party and guardian for my children.

13. The alleged “Validity Trial” which is on Appeal to the 4th District Court of Appeals not only was Ordered in an improper case after Judge Phillips was misled or just went along with Alan Rose, but even the “Validity” trial hearings held were not hearings on the “construction” of the alleged documents and no standing hearing occurred nor any construction hearing.

14. This Court is Noticed that just one of the misleading acts of Ted Bernstein and his attorney Alan Rose is failing to notify Judge Phillips at an alleged Guardianship hearing conducted improperly without proper Recordings and procedure that the Dead body of one Mitchell Huhem, age 45, was found at one of the very properties from these Estate and Trust cases being the primary residence of my parents Simon and Shirley Bernstein at 7020 Lions Head Lane, Boca Raton, Fl shortly after moving into the home after a contested Probate Sale, being allegedly found on or around FEB. 23rd, 2015 after discovering likely Felony Fraud in the Incorporation and setup of a Land Trust to transfer this property by Ted Bernstein and Alan Rose and that the Dead body was allegedly from Gunshot wounds to the head so gruesome that allegedly Mitchell Huhem’s wife Debra Huhem did not even look at the body.

15. This improperly conducted Guardianship hearing with Judge Phillips came after a Motion Hearing the same day in the US District Court of Illinois in relation to litigation

over “missing” Life Insurance policies of Simon Bernstein and missing Trusts where I had filed a Motion for Injunctive relief under the All Writs Act in the federal Court due to the extensive and pervasive fraud in the cases, Missing Discovery, Missing Documents and Missing “Millions” unaccounted for in these cases where it was known several days before to parties involved with Mitch Huhem that I would be reporting the fraud discovered in the Incorporation of the Land Trust to federal authorities and into the federal court.

16. That home furnishings in the home where all property of Shirley Bernstein’s Estate when she died and none are listed on the Shirley Bernstein Inventory and therefore as it was her Personal Property it should have been inventoried at her death.
17. Despite the All Writs act Injunction Petition showing the Missing “Millions” and Missing documents and evidence in the related cases which also notified the Federal Court of the newly discovered fraud in the Incorporation of the Land Trust allegedly used to improperly transfer Trust and Estate property to Mitchell Huhem and his wife Deborah, neither Ted Bernstein nor the attorneys acting for him on this day notified the Federal Court that Mitchell Huhem’s dead body had just been found at the Lions Head lane property allegedly 2 days before the Court hearing in federal Court.
18. While the US District Court did not grant the immediate Injunctive relief sought in that Court, it also did not strike the Petition and issued a Minute Order denying to strike the Petition from the federal court proceeding.
19. Yet, later the same day, Ted Bernstein and Alan Rose show up at Judge Phillip’s Court for the improperly heard Guardianship proceeding failing to Notify the State Court that one of the parties that Ted Bernstein and Alan Rose were doing Estate and Trust property

business with alleged as fraudulent by myself was now Dead allegedly by Gun Wounds to the head at the very same property.

20. Attached as Exhibit 5 is the All Writs Act injunction Petition which I incorporate herein by reference and can be used as a roadmap to this Court on the extensive frauds, conflicts of interests, Missing Documents, Missing evidence, Missing records and Missing “Millions” such that all motions by Ted Bernstein and Alan Rose should be denied at this time and a continuance or extension granted to file completed motions with this Court and schedule necessary Evidentiary hearings after Discovery and even Depositions.
21. This Court is further notified that Ted Bernstein’s sworn Petition attempting to close this Estate conflicts in part with prior Hearings even with Judge Colin and an extension granted for further motions to be filed herein.
22. Upon information and belief, the source being documents and information obtained through the Freedom of Information laws of Florida from the Palm Beach County Sheriff’s Office (“PBSO”) and Palm Beach County Medical Examiner’s Office in the Mitch Huhem Death case at the Lions Head Lane property, Ted Bernstein is the **ONLY** **Central witness who apparently Refused** to have his Statement Recorded by the PBSO in the Huhem Investigation despite allegedly being Scheduled to Meet with Mitch Huhem on the day in question when the Dead body was Discovered with the gruesome Gun Shot wounds to the head.
23. In fact, despite being scheduled for a Business Meeting with Mitch Huhem on the very day in question, Ted Bernstein’s “statement” was not taken by the PBSO until several months after the body was found. See, Attached Exhibit 6 - Ted Bernstein Statement Huhem PBSO Homicide Investigation..

24. While thus far the PBSO has ruled the death a Suicide, there are Open Internal Affairs investigations not only relating to the crimes alleged in these Estate and Trust cases by Ted Bernstein and others but also an Open part in relation to the Huhem investigation where upon information and belief there are contradictory records and statements about when the body was first discovered and by who and the time of death and other.
25. This Court is also notified that Ted Bernstein has testified at the Validity Trial to never having seen or been in possession of any ORIGINALS of the Dispositive Documents in these cases while attorney Alan Rose is mixed up in the chain of custody of other certain “originals” and should be conflicted out as a Witness at this time. See Attached Exhibit 5 - All Writs.
26. The Court should further be aware that there have already been Admissions to fraud and forgery in the Shirley Estate case by Tescher & Spallina employee and Notary Kimberly Moran.
27. Further, that lead Partner Donald Tescher on the Simon and Shirley Estates and Trusts plans admitted in Depositions that other frauds were discovered in the case committed by his Partner Robert Spallina but his firm kept silent for nearly a year on their wrongdoing, Spallina even denying knowledge of further misconduct to this Court while knowing of frauds he committed. See Attached Exhibit 7 - Deposition Tescher¹
- <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709TescherDepositionAndExhibits.pdf>
28. This Court is further Notified that attorneys Tescher and Spallina entered into Consent Orders with the SEC in relation to improper Fiduciary conduct in an Insider Trading case which upon information and belief still has an Open FBI Investigation to one of the

¹ Donald Tescher Deposition
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709%20Tescher%20Deposition%20and%20Exhibits.pdf>

central Fiduciaries from these Estate and Trust cases. See, Attached Exhibit 8 - SEC Consent Orders for Robert Spallina, Esq. and Donald Tescher, Esq.

29. Further, that serious Due process issues are also raised in relation to the improperly held “Validity” Trial which includes but is certainly not limited to Missing Discovery and absence of standard Pre-Trial and improperly limiting such Trial to preclude necessary Witnesses such as Donald Tescher and Kimberly Moran and others.
30. I make reference to a series of Filings that have not been properly heard in these proceedings and that related to the widespread fraud alleged and already proven in certain instances and that these should be considered for further Scheduling in all of these cases:
- a. May 2013 Emergency Hearing Fraud Simon and Shirley Estate and Trust Cases - Injunction
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>
 - b. All Writs Motion on Judge Colin’s Disqualification and as a Necessary Material Fact Witness
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf>
 - c. Disqualification Motion Phillips
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>
Notice of Corrections to Phillips Disqualification
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141204%20FINAL%20SIGNED%20NOTICE%20OF%20CORRECTIONS%20DISQUALIFICATION%20JUDGE%20PHILLIPS.pdf>
Motion for New Trial Phillips
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151231%20FINAL%20E-SIGNED%20MOTION%20FOR%20NEW%20TRIAL%20STAY%20INJUNCTION%20PHILLIPS%20ECF%20STAMPED%20COPY.pdf>

31. In the Dec 15, 2015 hearing Spallina admits further new frauds regarding the estate and trusts of Shirley Bernstein, including federal mail fraud and fraudulent creation of a Shirley Trust Agreement and dissemination of the document to my minor children's counsel, Christine C. Yates, Esq. of Tripp Scott law firm.
32. The April 09, 2012 Petition for Discharge is fraudulent and already exposed as fraudulent by Colin, who proffered at the time, in a September 13, 2013 hearing upon discovery that the April 09, 2012 document was deposited with the Court fraudulently POST MORTEM for Simon Bernstein by Ted Bernstein's counsel, Tescher & Spallina, PA and therefore was yet another not legally valid document, constituting enough evidence at the time of fraud on the court and fraud on the beneficiaries for Colin to state he had enough evidence from their admissions to read Ted Bernstein, Robert Spallina, Donald Tescher and Mark Manceri their Miranda rights.
33. Colin made this statement regarding Miranda's twice in that hearing, once in regard to the Moran six fraudulently notarized and forged filings for six separate parties, including my father Post Mortem and once in regard to the April 09, 2012 document fraud in attorney Spallina filing documents using my father's identity to close the estate of my mother at a long after he was dead, without noticing the Court or properly electing a successor PR to have filed closing documents legally. This was all part of an ongoing fraud that continues in this renewed effort to close the Shirley estate through further false and misleading pleadings where it was the frauds and forgeries that led to my mother's estate being reopened.
34. The estate cannot be reclosed at this time as no objections to accountings and inventories have been heard that are filed and it is now known that approximately \$1,000,000.00 or

more of assets was not included in Shirley's inventory (a fully paid for Bentley, a \$250,000.00 wedding ring and furnishings, art and more) and these items have not been amended to Shirley's inventory, despite Ted Bernstein and Alan Rose being made fully aware of their existence for several years.

35. Eliot Bernstein does not waive any rights to accountings in any of these 3 cases and believes a full audited Final Accounting starting from the date of death forward must be completed.
36. Eliot Bernstein was not properly noticed of this hearing and all parties could not have consented to the Motion proposed, as I, Eliot Ivan Bernstein have not, nor have my children.
37. No Guardian was appointed in this case and thus Diana Lewis acting as Guardian in this matter to give consent to the Motion filed by Ted Bernstein and Alan Rose is invalid and deserving of sanctions and criminal legal action for attempted financial exploitation of a minor. Diana Lewis should be instantly removed from this case and all cases and cease any illegal interference and obstruction.
38. On information and belief, Joshua Ennio Zander Bernstein is an adult and no legal guardianship has ever been obtained for him as such and therefore he also has not granted consent to any Motion filed to Reclose the Estate of his grandmother Shirley Bernstein. Diana Lewis is aware that Joshua was an adult when an improper guardianship was issued to her representing him falsely as a minor to the Court and again this may be further criminal misconduct.
39. That the Court has an obligation under Judicial Canons and Law to report these alleged serious felony acts of Obstruction, fraudulent and misleading pleadings of attorneys,

guardians and judges involved in these matters and more to the proper state ethical and criminal authorities.

40. It is respectfully submitted that a Case Management Conference is proper for each case so that Hearings can be scheduled after Discover is opened and Depositions of Ted Bernstein, Donald Tescher, Robert Spallina, Kimberly Moran, Alan Rose and others are completed,

Wherefore, it is respectfully prayed for an Order denying the Motions filed by Ted Bernstein and Alan Rose in each of these 3 cases and denying said relief at a UMC Hearing and granting and extension and or continuance as appropriate for Eliot Bernstein to file complete objections and motions to vacate as appropriate and who further seeks reimbursement of all court costs including \$120.00 for Court Call that they said could not be waived for indigent parties. Due to Fraud on the Court in these cases proven and further alleged, Pro Se Indigent Eliot Bernstein is seeking an Order of this Court to VideoTape or Audio Record and Transcript all hearings, UMC, Evidentiary, etc. to prevent and preclude further sharp practices and violations of law without record. Since the Fraud has taken place on and in the Court by Court Appointed Officers (Attorneys and Fiduciaries) it should be on the Court's own motion to ensure the preclusion of further fraud and protect the litigants.

Dated: November 21th, 2016

By: /S/ Eliot Ivan Bernstein
Pro Se
2753 NW 34th Street
Boca Raton, FL 33434
561.245.8588
iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to counsel of record and the proper parties on the attached Service List via the Court's e-portal system or Email Service on this 21st day of November, 2016.

By: /S/ Eliot Ivan Bernstein
Pro Se
2753 NW 34th Street
Boca Raton, FL 33434
561.245.8588
iviewit@iviewit.tv

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite
3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald
& Rose, P.A.
505 South Flagler Drive,
Suite 600
West Palm Beach, Florida
33401
(561) 355-6991
arose@pm-law.com
and
arose@mrachek-law.com

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
(561) 514-0900
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Irwin J. Block, Esq.
The Law Office of Irwin J.
Block PL
700 South Federal
Highway
Suite 200
Boca Raton, Florida
33432
ijb@ijblegal.com
lamb@kolawyers.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

Donald Tescher, Esq., Tescher &
Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com
dtescher@tescherspallina.com

Peter Feaman, Esquire
Peter M. Feaman, P.A.
3695 W. Boynton Beach
Blvd.
Suite #9
Boynton Beach, FL 33436
Tel: 561.734.5552
Fax: 561.734.5554
pfeaman@feamanlaw.co
m
service@feamanlaw.com
mkoskey@feamanlaw.co
m

Benjamin Brown, Esq.,
Thornton B Henry, Esq., and
Peter Matwiczuk
Matwiczuk & Brown, LLP
625 No. Flagler Drive
Suite 401
West Palm Beach, FL 33401
bbrown@matbrolaw.com
attorneys@matbrolaw.com
bhenry@matbrolaw.com
pmatwiczuk@matbrolaw.com

William H. Glasko, Esq.
Golden Cowan, P.A.
1734 South Dixie Highway
Palmetto Bay, FL 33157
bill@palmettobaylaw.com
eservice@palmettobaylaw.com
tmealy@gcprobatelaw.com

Alexandra Bernstein
3000 Washington Blvd,
Apt 424
Arlington, VA, 22201
alb07c@gmail.com

Kimberly Moran
kmoran@tescherspallina.com

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, FL 33445
mchl_bernstein@yahoo.com

John P Morrissey. Esq.
John P. Morrissey, P.A.
330 Clematis Street
Suite 213
West Palm Beach, FL
33401
john@jmorrisseylaw.com

Joshua, Jacob and Daniel
Bernstein, Minors
c/o Eliot and Candice Bernstein,
Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
210 I Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com

Carley & Max Friedstein,
c/o Jeffrey and Lisa
Friedstein
Parents and Natural
Guardians
2142 Churchill Lane
Highland Park, IL 6003
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745
molly.simon1203@gmail.com

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900-Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
ifoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinliibitz.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035
lisa.friedstein@gmail.com
lisa@friedsteins.com

EXHIBITS

EXHIBIT 1 - MD NOTE

WEST PALM BEACH NEUROLOGY, P.A.
JAMAL A. HALIM, M.D.
WELLINGTON RESERVE
1035 SOUTH STATE ROAD 7, SUITE 214
WELLINGTON, FL 33414-6137

(561) 422-1008 TEL
(561) 422-1078 FAX
BATCH # MD18012603027791054

DEA # _____
LIC. # ME85753

NAME Eliot Bernstein DOB _____
ADDRESS _____ DATE _____

TAMPER-RESISTANT SECURITY FEATURES LISTED ON BACK OF SCRIPT

11/7/16

Rx

Patient should avoid
all types of stress till
his ENT Evaluation
on Dec 15, 16

Label
Refill NR 1 2 3 4 5

(Signature)

In order for the brand name product to be dispensed, the prescriber must write 'Medically Necessary' on the front of this prescription.

MEDISCRIPTS – TAMPER-RESISTANT SECURITY FEATURES

STANDARD FEATURES:

- ✓ SAFETY-BLUE ERASE-RESISTANT BACKGROUND
- ✓ "ILLEGAL" PANTOGRAPH
- ✓ REFILL INDICATOR
- ✓ SERIALIZATION
- ✓ ARTIFICIAL WATERMARK ON BACK
- ✓ MICROPRINTING

ADDITIONAL FEATURES (where applicable):

- ✓ QUANTITY CHECK-OFF BOXES (optional in some states)
- ✓ UNIQUE TRACKING IDENTIFICATION NUMBER (FL)
- ✓ THERMOCHROMIC APPROVED STATE SEAL (WA)

WEST PHARMACEUTICALS, INC.
JAMAL A. HALIM, M.D.
WELLINGTON RESERVE
1035 SOUTH STATE ROAD 7, SUITE 214
WELLINGTON, FL 33414-6137

(561) 422-1006 TEL.
(561) 422-1078 FAX
BATCH # MD116012603027791054

DEA # _____
LIC. # ME85753

NAME Stuart Bernstein DOB _____
ADDRESS _____ DATE _____

TAMPER-RESISTANT SECURITY FEATURES LISTED ON BACK OF SCRIPT

R

10/24/16

Patient should avoid
all type of stren over
the next 2 wks pending
GNZ /small bowel
evaluation for recurrent
syncope

Label

Refill NR 1 2 3 4 5

(Signature)

In order for the brand name product to be dispensed, the prescriber must
write 'Medically Necessary' on the front of this prescription.

002750

6ANE0302779

EXHIBIT 2 - Email to Rose re Reschedule Hearings

Eliot Bernstein

From: Eliot Bernstein <iviewit5@gmail.com>
Sent: Friday, November 11, 2016 1:05 PM
To: Alan B. Rose Esq. (mchandler@mrachek-law.com); Alan B. Rose Esq. @ Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. (arose@mrachek-law.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Don Tescher; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com); Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell (jfoglietta@ciklinlubitz.com); Mark R. Manceri, Esquire @ Mark R. Manceri, P.A. (mrmlaw@comcast.net); Peter Feaman (mkoskey@feamanlaw.com); Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com); Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Robert Spallina; Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. (steven.lessne@gray-robinson.com); Steven A. Lessne Esq. (eservice@gunster.com); Steven A. Lessne Esq. (jhoppel@gunster.com); Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A. (slessne@gunster.com)
Cc: 'Kevin R. Hall'; 'Barbara Stone'; 'JoAnne M. Denison Esq.'; 'Candice Schwager @ Schwager Law Firm'; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'iviewit@gmail.com'; 'Marc R. Garber Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'
Subject: Ted Bernstein and Alan Rose Reply - RE: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBH

Mr. Rose and Ted Bernstein,

Your fraud and the frauds of all of cases you both are involved in will be fairly heard and determined.

The Damages and Harm you and your Client and others have caused to the Estates and Trusts and proper Beneficiaries will be fairly heard and fully determined.

Your words are and have been basically meaningless, except of course where you have demonstrated fraud and other misconduct, those words will prove to have serious meaning.

Do you or your client currently Own any real property as I believe that Homestead will not be protected for fiducial violations, if so please attach the addresses of each?

I notice and make a record on this Friday, November 11, 2016, that you continue to FAIL to provide copies of any of the alleged Trusts and originals you speak about.

Thank you.

Eliot Bernstein, Individually
Eliot Bernstein as POA for Josh Bernstein Eliot Bernstein as Trustee for the Eliot Bernstein Family Trust

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

From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Thursday, November 10, 2016 11:45 PM

To: 'Eliot Ivan Bernstein'; Marie Chandler; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; 'Don Tescher'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.'; 'Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'; 'Peter Feaman'; 'Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Robert Spallina'; 'Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. '; 'Steven A. Lessne Esq.'; 'Steven A. Lessne Esq.'; 'Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A.'

Cc: 'Kevin R. Hall'; 'Barbara Stone'; 'JoAnne M. Denison Esq.'; 'Candice Schwager @ Schwager Law Firm'; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'Eliot I. Bernstein'; 'iviewit@gmail.com'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'
Subject: RE: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBIH

You have been determined to lack standing, and are in no position to object to a settlement between the trustees/beneficiaries of trusts, including the court-appointed Guardian ad Litem.

You have caused lengthy delays. I already reset this for Mr. Feaman, and we intend to proceed on the settlement motion as set.

I also am not inclined to move the status conference, but will confer with Mr. O'Connell and let you know if we are willing to move that hearing.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991

505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

CONFIDENTIALITY NOTE: THE INFORMATION CONTAINED IN THIS TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL, INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE A COPY OF THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY (1) REPLY BY E-MAIL TO US, AND (2) DELETE THIS MESSAGE.

TAX DISCLOSURE NOTE: To ensure compliance with requirements imposed by the Internal Revenue Service (Circular 230), we inform and advise you that any tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transactions or matters addressed herein.

If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: <http://www.adobe.com>

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

From: Eliot Ivan Bernstein [mailto:iviewit11@gmail.com]

Sent: Thursday, November 10, 2016 10:31 PM

To: Marie Chandler; Alan Rose; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Don Tescher; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.; Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell; Mark R. Manceri, Esquire @ Mark R. Manceri, P.A.; Peter Feaman; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Robert Spallina; Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. ; Steven A. Lessne Esq.; Steven A. Lessne Esq.; Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A.

Cc: Kevin R. Hall; Barbara Stone; JoAnne M. Denison Esq.; Candice Schwager @ Schwager Law Firm; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'Eliot I. Bernstein'; iviewit@gmail.com; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'

Subject: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBIH

Please note the date in the subject line of the email had an incorrect date for the hearing at issue which is corrected to Nov 22, 2016. Thank You, Eliot

Subject: Voluntary Request to Alan Rose to Reschedule Nov. 22, 2015 Hearing CASE NO. 502012CP004391XXXXNBIH

Mr. Alan Rose,

I am requesting that your office voluntarily reschedule and remove from the Nov. 22, 2016 calendar your Motion in CASE NO. 502012CP004391XXXXNBIH until after Dec. 15, 2016.

I have attached an updated Medical Instruction from a proper Dr. in Florida prescribing avoiding all stress until Dec. 15th, 2016 and follow-up care. Your office is more than aware of this situation from the motions filed at the 4th District Court of Appeals.

I am certain that Peter Feaman, Esq. will consent and agree on behalf of William Stansbury.

Your continued "sharp practices" in general were noted and observed in your recent actions in the presently separate William Stansbury case under Case NO. 50 2012 CA 013933 MB AN where you filed late and improper Notice on a Friday afternoon for a Hearing on the following Monday and proper corrective efforts for that case are underway as well.

A proper Motion in CASE NO. 502012CP004391XXXXNBIH will be made in the absence of your voluntary rescheduling. All acts of fraud will be addressed. Eventually the wheel always comes around.

Further, please provide copies of Any and All Trusts referred to in your recent motion together with a statement under oath as a currently licensed Florida attorney on the entire chain of custody leading to your office having possession of such Trust documents with an entire time line and each link in the chain of custody addressed.

Thank you.

Respectfully,

Eliot I. Bernstein, Individually
Eliot I. Bernstein, POA Josh Bernstein

EXHIBIT 3 - Shirley Bernstein Estate Notice of Administration

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

PROBATE DIVISION

SHIRLEY BERNSTEIN,

File No. 502011 CP000653XXXXSB

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioner, SIMON L. BERNSTEIN, alleges:

1. Petitioner has an interest in the above estate as the named personal representative under the decedent's Will. The Petitioner's address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and the name and office address of petitioners attorney are set forth at the end of this Petition.

2. Decedent, SHIRLEY BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 71, and whose social security number is xxx-xx-9749, died on December 8, 2010, at her home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	husband	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Avenue, Snite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th St. Boca Raton, FL 33434	son	adult



2011 FEB 10 AM 8:10
SHIRLEY BERNSTEIN
PALM BEACH COUNTY
SOUTH CITY

Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane highland Park, IL 60035	daughter	adult

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of her death.

5. Simon L. Bernstein, whose address is listed above, and who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate is entitled to preference in appointment as personal representative because he is the person designated to serve as personal representative under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ TBD.

7. This estate will not be required to file a federal estate tax return.

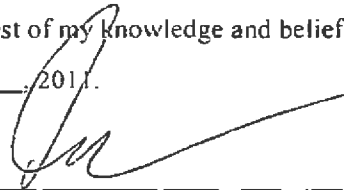
8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Simon L. Bernstein be appointed as personal representative of the estate of the decedent.

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

Signed on Feb 9, 2011.



 SIMON L. BERNSTEIN, Petitioner

Respectfully Submitted,
 TESCHER & SPALLINA, P.A.

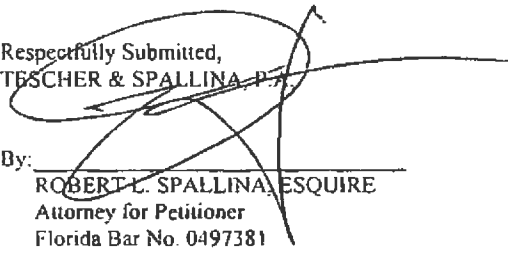
By: 
 ROBERT L. SPALLINA, ESQUIRE
 Attorney for Petitioner
 Florida Bar No. 0497381
 4855 Technology Way, Ste. 720
 Boca Raton, FL 33431
 561-997-7008



EXHIBIT 4 - Simon Bernstein Estate Notice of Administration

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
 IN RE: ESTATE OF _____ PROBATE DIVISION *12*
 SIMON L. BERNSTEIN, File No. _____
 Deceased. *502012 CP00 4391 XXXX SB*

2012 OCT -2 AM 8:59
 JEROME R. BURNS, CLERK
 PALM BEACH COUNTY, FL
 SOUTH CITY BRANCH-FILED

PETITION FOR ADMINISTRATION
 (testate Florida resident)

Petitioners, ROBERT L. SPALLINA and DONALD R. TESCHER, allege:

1. Petitioners have an interest in the above estate as the named co-personal representatives under the decedent's Will. The Petitioner's addresses are 7387 Wisteria Avenue, Parkland, FL 33076 and 2600 Whispering Oaks Lane, Delray Beach, FL 33445, respectively, and the name and office address of petitioners' attorney is set forth at the end of this Petition.

2. Decedent, SIMON L. BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 76, and whose social security number is [REDACTED], died on September 13, 2012, at his home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Ave. Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th St. Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult



Lisa S. Friedstein

2142 Churchill Lane
Highland Park, IL 60035

daughter adult

Robert L. Spallina and Donald R. Tescher,
co-Trustees of the Simon L. Bernstein
Amended and Restated Trust Agreement
dated July 25, 2012

4855 Technology Way,
Suite 720
Boca Raton, FL 33431

Trust

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of his death.

5. Robert L. Spallina and Donald R. Tescher, whose addresses are listed above, and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate are entitled to preference in appointment as co-personal representatives because they are the persons designated to serve as co-personal representatives under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ Unknown.

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated July 25, 2012, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Robert L. Spallina and Donald R. Tescher be appointed as co-personal representatives of the estate of the decedent.

Under penalties of perjury, we declare that we have read the foregoing Petition for Administration, and the facts alleged are true, to the best of our knowledge and belief.

Signed on Oct. 1, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Email: rspallina@tescherspallina.com

Robert L. Spallina, Petitioner

Donald R. Tescher, Petitioner



EXHIBIT 5 - All Writs Act Injunction Petition

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

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

Plaintiff,)

v.)

**HERITAGE UNION LIFE INSURANCE)
COMPANY, Eliot I. Bernstein,)
Individually, and on behalf of the Minor)
Children JEZB, JNAB, and DEAOB,)
ET AL.)**

**Case No. 13 cv 3643
Honorable John Robert Blakey
Magistrate Mary M. Rowland**

**PETITION-MOTION FOR
INJUNCTION:
Under the All Writs Act (AWA),
Anti-Injunction Act (AIA) and Other
relief**

**Third-Party Plaintiffs / Counter-
Plaintiffs-Petitioners Eliot I. Bernstein,
Individually and On behalf of Minor
Children**

**Filers:
Eliot Ivan Bernstein, Third-Party
Defendant and Counter-Plaintiff.**

Comes now Eliot Ivan Bernstein, being duly sworn, declares and says under oath and penalties of perjury as follows, on information and belief:

INTRODUCTION

1. I am over the age of 18 years and reside at 2753 NW 34th St, Boca Raton, Florida 33434, and am acting pro se herein.
2. I make this Affidavit-Petition in good faith in support of an Emergency Motion for Injunctive Relief against all parties this District Court presently has jurisdiction over and for at least temporarily restraining the Florida Probate Court of Judge John Phillips by an appropriately tailored Order under the Anti-Injunction Act and All Writs Act under 28 USC Sec. 2283 and 28 USC Sec. 1651(a) respectively until such time as this Court holds a Hearing and or Conference where Orderly Production of Discovery, Preservation of evidence, documents, records is obtained and where other issues such as the conflicts of interest and potential misconduct by the parties before this Court can be determined, determination of “side agreements” impacting the integrity of this Court’s litigation such as discussed in Winkler v Eli Lilly can be heard, and such other matters as to this Court seems just and proper.
3. As this Court will see, with the newly discovered fraudulent company Lions Head Land Trust, Inc., with at least Ted Bernstein and his counsel Alan Rose who appeared for Ted Bernstein at a Deposition held for this Court just being discovered last week Feb. 18, 2016 as another vehicle of fraud to hide and secret away the transfer of assets valued in the millions is present, along with a series of orchestrated proceedings in the parallel litigation in the State Court including but not limited to attorneys Alan Rose and Steven Lessne submitting motions at a 5 Minute UMC motion calendar for attorneys fees in the hundreds of thousands ***without submitting any Billing statements to support***, and being a flurry of motions to “wrap up” the Probate cases despite literally millions of dollars in assets never being accounted for there is a very real and imminent danger that the critical evidence, documents, records and Discovery necessary in aid

of this Court's own jurisdiction and integrity of this Court's own proceedings will be permanently lost thus requiring this Court to now act with an appropriately tailored injunctive Order herein against parties already under this Court's jurisdiction.

4. I am specifically seeking to enjoin the parties under this Court's jurisdiction, Ted Bernstein, Brian O'Connell and the Estate of Simon Bernstein, Alan Rose as Ted Bernstein's attorney who represented him at a federal court Deposition herein and remains his Palm Beach attorney, Pamela Simon, David Simon, Adam Simon, Jill Iantoni, Lisa Friedstein and Florida State Probate Judge John Phillips of the North Branch of Palm Beach County temporarily pending further Order of this Court and at least until proper evidence, documents and Discovery are both preserved and produced, until this Court sorts out conflicts of interest as set out herein and exercises its inherent powers to probe "side deals" compromising the integrity of this Court's Jurisdiction and that such injunction should specifically include but not be limited to enjoining proceedings before Judge Phillips in Palm Beach County this Thursday, Feb. 25, 2016 at 3:15 PM Est and as this Court further deems proper.
5. I further assert in good faith that this Court should find sufficient cause for such extra-ordinary exercise of the injunctive powers at least by the time it reaches that part of this complaint that describes the new fraudulent company Ted Bernstein and Alan Rose are involved in secreting and hiding from the public record secreting multi-million dollar asset listed at \$3.4 million allegedly sold for \$1.1 Million by recent deed transfer to a false company titled Lions Head Land Trust, Inc, although there are further sections which describe with specificity and by "piece-meal" discovery the Millions in assets presently unaccounted for by these parties herein further justifying injunctive relief to schedule Orderly and proper discovery proceedings.

6. Just one “piece-meal” disclosed item of documentary evidence shown later herein documents approximately \$2.8 Million in just one of Simon Bernstein’s accounts at the time of his passing which *to this day has never been accounted for* which also does not include millions from other accounts and the millions of worth of Shirley Bernstein where *in 5 years there has never been an accounting* yet the core parties who brought this original action to your Court try to portray my parents as virtual paupers where all their records and financials and critical documents are “lost” which is a fraud itself.
7. As shown throughout this complaint, the Discovery Abuses in the parallel State proceedings which justify exercise of this Court’s injunctive powers at this time are such that there has never been any coherent, complete disclosure of “Original” Trusts, Wills and related instruments nor any coherent presentation of the Estates and how these were managed despite sophisticated lawyers working in these cases Billing hundreds of thousands of dollars a clip.
8. I submit that the *naked human eye* upon reviewing the piece-meal production of “copies” and magically timed surfacing of alleged “duplicate Originals” of the operative Trusts and other instruments herein can detect multiple signatures that appear “too identical”, “too evenly placed” on the page and multiple “identical” “Initials” such as “SB” that appear to be too perfectly aligned such that preservation of Original documents and all evidence becomes even more important in a case where proven, admitted to, documented fraud and forgery of important instruments in the Florida Court has already been established yet instead of the Court notifying any investigative authorities I am retaliated against for seeking truth and integrity in these proceedings.
9. Because the amount and level of fraud is so pervasive and complex that is alleged to take place in and upon the Florida Court by Court Officers, Fiduciaries and Counsel and can not be stated

in a few sentences and takes painstaking time to address, the remaining sections provide of this case while also supporting the motion for use of the Injunctive powers of this court also further provides background facts to the depth of the assets at stake, the depth of the fraud and claims and part of the basis upon which I will respectfully seek further Leave of this Court to amend my counter-cross complaints filed herein September 22, 2013 and further leave to Add parties but due to the continuing nearly daily distractions by the sharp, abuse of process practices in the Probate Court my proposed Amendments to my Cross-counterclaims are presently only in draft form and I respectfully seek leave of this Court to file and submit a proposed Amended Counter-cross complaint which not only seeks to add claims such as claims under 42 USC Sec. 1983 but also parties as well.

10. I ask this Court to note, however, that even in the process of submitting this Motion-Petition-Complaint herein, I have experienced significant “downtime” at my website where the host Service provider that always responded timely in the past now does not respond sometimes for days and where the basic internet services into my home have been “down” at critical times where deadlines are in play and thus even this submission has been significantly delayed.
11. I further point out that Ted Bernstein who is the one that suggested at the hospital that our father Simon Bernstein may have been poisoned and murdered also said he would be handling things with the authorities and had friend attorneys to do so and was on calls with a lawyer both from Greenberg Traurig and Robert Spallina and where Ted’s “storyline” of how and why he is “in charge” as “Trustee” has changed from day one while the delay denial of operative documents began day one in a case where my father’s body goes “missing” for a week allegedly out for autopsy at one location and where Simon Bernstein’s home computer containing years of valuable business records alone is found “wiped clean” on the night of his passing and where

the Coroner's Report comes back on a 113 yr old male while certainly Simon Bernstein was not that age at the time of passing. See, Email of Ted's Calls Sept 14, 2012¹.

12. As referenced later in this complaint herein, Greenberg Traurig has been publicly identified as being in the middle of major lawsuits for involvement in the multi-Billion Stanford Ponzi scheme where Stanford monies and accounts exceeding a Million dollars for my parents is just one of many items Unaccounted for where Discovery abuse has further occurred.
13. I have attempted to organize this complex set of facts in the most logical and orderly manner under these emergency circumstances where my family grows in increasing imminent danger as described herein.
14. I have read the Local Rules and believe I have complied in good faith and provided advance Notice of this Emergency Application to the involved parties Electronically by Email on Friday, Feb. 19, 2016 as follows:

Service Case #13-cv-03643 - Notice per Local Rule of Application on Emergency Motion / Injunction US District Court Hon. John Robert Blakey
CONFIDENTIAL:

Parties, Attorneys and To Whom It May Concern:

I am writing to give you all as current parties and / or attorneys and representatives for current parties in the Illinois federal court litigation and other parties to be added to the federal court litigation as much advance reasonable notice as possible that I intend to contact Judge Blakey's Courtroom Deputy, Gloria Lewis, at (312) 818-6699, to make a request to set a hearing on an emergency motion which will seek Injunctive relief against all parties currently under jurisdiction of the District Court of Illinois with a further request to enjoin at least temporarily all proceedings in the Court of Probate Judge John Phillips and also add other parties to the action and other relief.

I will be requesting that this application be heard no later than this Tuesday, Feb. 23, 2016 Motion Calendar in Judge Blakey's Court and since my actual filings may not be electronically uploaded until later today and over the weekend that such request be deemed an Emergency and thus appropriate to hear as soon as practical.

¹September 14, 2012 Emails Ted Tescher Spallina and Greenberg Traurig's Jon Swergold
www.iviewit.tv/20120914SpallinaTescherTedGreenbergTraurigSwergoldDayAfterSimonDies.pdf

Please advise of your availability to hear this motion for this coming Tuesday, Feb. 23, 2016.

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

15. I assert in good faith that hearing this Motion on an Emergency basis is proper due to a series of extortive, abusive, orchestrated actions of continued abuse of process in the Florida Probate Courts and by the Florida Probate Courts in conspiracy and or acting in concert with fiduciaries, counsel and others that are interfering and threaten to further interfere with this Court's jurisdiction and the ability to orderly decide the claims before it as there is a real and serious imminent threat and danger that critical evidence, documents, records, Discovery and real and personal properties will be permanently lost imminently preventing this Court from properly adjudicating claims before it while these parties are simultaneously hiding millions of dollars of assets as shown later herein wholly Unaccounted for and retaliating against and threatening myself with the Baker Act, Jail, Contempt and now a Guardianship on my children simply for seeking my inheritance, seeking the truth, reporting crimes as discovered against the fiduciaries and counsel primarily and now the Florida Courts are in high gear retaliating against the exercise of my First Amendment rights to suppress my whistleblowing that has uncovered and proven massive frauds against me committed on and by the Florida courts and its officers, fiduciaries and others.

16. I respectfully remind this Court and Your Honor that it is my original fingerprint on the February 2009 Petition to the White House, White House Counsel's Office². USAG, FBI and a other investigative agencies and further that I have been interviewed with federal agents including but not limited to now "missing" FBI Agent Stephen Luchessi originally out of West Palm Beach FBI in Florida who went missing with the Iviewit case files causing my case to be elevated to the former Inspector General of the Department of Justice Glenn A. Fine who assigned a Miami field agent to my case, Harry I, Moatz the former Director of the Office of Enrollment of the US Patent Office who had me file charges of Fraud on the US Patent Office committed by my IP counsel that were members of the Federal Patent Bar that have led to a multi year suspension of my Intellectual Properties while investigations continue) and other federal agents like Ron Gardella out of the US Attorney's Office in the SDNY (now retired, I believe), others in the SDNY US Attorney's offices and other investigative bodies as well.
17. The purpose for reminding Your Honor of these matters is to demonstrate that I have never been charged by any of these federal authorities for making a false frivolous statement or received adverse treatment yet in the Palm Beach County Probate proceedings I am being vilified and retaliated against just for pursuing my rights and those of my children of our inheritance herein and Technology rights while certain parties under this Court's jurisdiction have attempted to have CPS take my children on a false report that came back unfounded which was initiated on the same day I notified this Court last May 2015 of threats against my life and this Court referred me to 9/11 services, attempted through threat to Baker Act me for reporting/discussing fraud and crime to a "Mediator" out of Judge Phillips Court, and now are seeking to jail me and impose Guardianship against me this Thursday for topics like the Car bombing of my Mini-Van

² February 13, 2009 Letter to Honorable President Barack Obama
<http://www.scribd.com/doc/255176532/February-13-2009-Iviewit-Letter-to-Barrack-Obama-to-Join-US-Attorney-Eric-Holder-in-Iviewit-Federal-RICO-Shira-Scheindlin#scribd>

in 2005 which was reported to the FBI and other authorities and other matters that have been reported to federal authorities thus retaliating against me being a Whistleblower of the Fraud on the Court and Fraud by the Court and its officers et al. and exercising First Amendment rights.

18. There have also been threats to take the home that my parents provided for my wife and children under a specific agreement to relocate to Boca Raton, Fl from California to be close to my parents and thus it is not unreasonable to suggest if I am falsey Baker acted or jailed the likely next moves are to take the home while I am cast away leaving my wife and children alone while I somehow have lost my “standing” at a 5 Minute UMC hearing in the State Court where no Construction Hearing has ever occurred on any of the operative documents and has elevated to even being blocked from filing responses to the motions in the Florida Probate Court, meanwhile literally years of no Accountings and Abusive discovery and “lost” items from sophisticated parties continues.

**Emergency: Imminent Permanent Loss of Critical Evidence. Documents, Discovery
Necessary in Aid of this Court’s Jurisdiction:
Status in the District Court, New and Recent Discovery of Undisclosed Conflicts of
Interest, Feb. 18, 2016 Discovery of Fraudulent “Shell” Company to Hide Assets-Owner
etc.**

19. While the parties are awaiting determination from this Court on the Summary Judgement motions filed by Plaintiffs, at least 2 scheduled Court Conferences with this Court have been re-scheduled, yet still remaining before this Court even aside from the Summary Judgment motions are Petitioner Eliot Bernstein’s Answer and Counterclaims filed September 22, 2013 asserting causes of action in Fraud, Fraud upon the Beneficiaries and Court, Abuse of Legal Process, Civil Conspiracy and Breach of Fiduciary Duties amongst others.
20. On Jan. 13, 2014 in Docket Entry 71, prior Judge St. Eve issued a Minute Entry Order which provided in part as follows, “Discovery is hereby stayed until the proper Trustee is determined” thus acknowledging that determination of a “proper Trustee” is an issue in the case, which

remains disputed. The Trustee/Trust/Beneficiaries/Policy issues remains undetermined presently and this Court's jurisdiction is imminently threatened by the permanent loss of evidence, documents and discovery by the parties orchestrating proceedings in Florida where this evidence and the parties in possession of such evidence should be enjoined herein.

21. This Court itself, Hon. John G. Blakey, presiding, issued a Minute Entry Order on May 22, 2015 under Docket Entry 185 that further provided in part as follows, "Bernstein's representations to the contrary notwithstanding, at this time the Court is unable to say that anyone has a clear right to the proceeds deposited by Heritage Union Life Insurance Company, let alone what each interested party's share should be."
22. The same core parties and nucleus of operative facts are present in this US District Court litigation as the Probate matters in Florida and I further seek leave to file for Declaratory relief herein on the Trusts and Operating companies which are non-probate, and suggest judicial economy in this complex case with parties from multiple jurisdictions will ultimately be served by this Court taking jurisdiction over the Construction and validity of all the Trusts herein which are non-probate anyway and for Construction and Validity of the operative Wills as will be shown if I am granted leave to Amend my cross-counter complaint.
23. As will be shown, just on Discovery abuses alone where Discovery and the Denial of Discovery has been used as a "weapon" by the Plaintiffs and other parties in the related proceedings in the State Probate Court of Florida, there is a real and imminent danger that the Integrity of this Court's judgment and path to judgment will be fundamentally impaired by the permanent loss of evidence and discovery materials justifying the exercise of the extra-ordinary relief under the All Writs Act and Anti-Injunction Act.

24. This evidence and documents and Discovery which “should answer” the outstanding questions before this Court of where the Original Trusts are, where the Original Policies are, where the Original records and where business records are that go along with Simon Bernstein’s life who made millions per year in the Insurance industry for decades and all items are directly relevant to the Life Insurance claim and my counter-crossclaims.
25. Instead, in the Florida Probate Court Simon Bernstein is falsely being portrayed as nearly a “pauper” with virtually no assets left and “Missing” and “losing” all (or substantially all) Business documents and dispositive documents meticulously kept for Decades, at least according to Plaintiffs and the counsels working with Plaintiffs.
26. Yet proper Discovery and Depositions would and should prove the contrary which is why this Court must act to preserve this evidence in the hands of multiple parties and some unknown parties where Discovery is necessary to specify the appropriate party and entity.
27. Further, that sufficient evidence will be shown to justify this Court exercising its inherent powers to make inquiry of the parties and respective counsels about “side agreements” and other “agreements” outside the record of any proceedings impairing the integrity of proceedings in this Court similar to the inquiry discussed in *Winkler v. Eli Lilly & Co.*, 101 F.3d 1196, 1202 (7th Cir. 1996).
28. This Court should be well aware of the “missing” and “lost” Trusts and Policies and business records which surround the original claim filed in this Court by the core party Plaintiffs and attorneys acting on their behalf which itself cut out Eliot Bernstein and his children as named, necessary parties tortiously attempting to deprive and deny rights of inheritance and expectancy to Eliot Bernstein and his children without their knowledge, which will be established as a pattern and practice that started the minute Simon Bernstein passed.

29. The need for proper Discovery and production and depositions should be plain and obvious to further aid this Court in it's own exercise of jurisdiction rendering a properly tailored Injunction under the All Writs Act and Anti-Injunction Act proper at this time.

Florida Probate Proceedings Scheduled for Thursday, Feb. 25, 2016, Judge Phillips at 3:15 PM EST on Guardianship, Gag Orders, Jail-Contempt against Eliot etc Should be Temporarily Enjoined under All Writs Act, Anti-Injunction Act

30. While I respectfully assert to this Court that ultimately the entirety and or virtual entirety of proceedings in the Florida Probate Courts are part of an orchestrated series of abusive and Constitutionally defective set of actions including continuing and ongoing Discovery abuse, this immediate appearance before Judge John L. Phillips in the North Branch of Palm Beach County should now be at least temporarily enjoined for all the reasons set forth herein until further Order of this Court.
31. As will be shown herein, the entirety of these parallel proceedings in the Florida State Probate Court has been ripe with Discovery Abuse each step of the way, where documents, discovery and evidence are either completely denied and ignored, substantially delayed for years, fraudulently altered and forged and entered into the record and turned over in a "piece-meal" orchestrated fashion thwarting and frustrating any fair justice where, like in this District Court with the same core parties where "magical" draft trust documents appear at critical times yet No Originals turned over for inspection or comparison and no law firms can be identified to have produced them.
32. It is further noted that the original Curator attorney Ben Brown of the Simon Bernstein Estate never received Original productions from resigning attorneys Tescher & Spallina except for documents on Eliot Bernstein's home and Ben Brown specifically complained about the piece-

meal fashion records were turned over such as records from JP Morgan etc. and unsigned tax returns. See, Ben Brown emails on Production and missing TPP.³

33. Tescher & Spallina did turn over 7,000+ (seven-thousand) plus pages Bate Stamped copies of alleged documents but these were copies on a Zip drive turned over to the Curator at least according to Spallina after Judge Colin orchestrated for them to have at least 10 months to create / fabricate/ forge, redact records and evidence after my original May 6, 2013 Emergency Motion⁴ to seize all Records was filed after a series of fraudulent documents were discovered in the Estate of my mother Shirley Bernstein. The Emergency Motion of May 2013 was incorporated by reference in my September 2013 Answer and Cross-Counter claims in this District Court where I specifically pleaded for Discovery⁵.
34. Many of these documents were “fluff” pages where the actual Account Statements were missing, not in sequential order etc and where several instances of irregularities in the Bates Stamps numbers themselves exist.
35. Further, that Ben Brown had claimed to have obtained IRS Certified Returns he ordered months earlier for Simon Bernstein as Curator in 2014 and then suddenly died at a young age of 50 after resigning as Curator and to this day, successor PR Brian O’Connell’s office has Never obtained or Disclosed such IRS records from Ben Brown or independently obtained these from the IRS despite claiming they had ordered them months ago upon his getting his Letters as these records are critical as shown herein, just another example of Discovery Abuse throughout this case justifying use of the All Writs Act, Anti-Injunction Act at this time.

³Ben Brown Emails Re TPP, JP Morgan and Production
www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf

⁴May 06, 2013 Emergency Petition
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

⁵September 22, 2013
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130922%20Eliot%20Answer%20and%20Cross%20Claim%20Northern%20District%20Illinois%20Simon%20v%20Heritage%20Jackson%20Insurance.pdf>

36. Such records are critical for a variety of reasons and it is asserted such Discovery will help show the manipulation and frauds upon even this District Court by the core parties herein under this Court's jurisdiction.

New Conflicts of Interest emerge showing prior Judge Colin with substantial business interests with La Salle Bank-Trust who should be added to the District Court action and further Undisclosed Conflicts with PR Brian O'Connell for the Simon Bernstein Estate who is already under this Court's Jurisdiction

37. New evidence has only recently been discovered in these last weeks January-February 2016 as a result of investigations by the Palm Beach Post and Investigative Reporter John Pacenti⁶ into conflicts of interest and improper seizing of persons and property under Guardianship / Probate programs run by Palm Beach Judges Martin Colin and David French⁷ in other cases also involving Brian O'Connell and a former attorney for Ted named John Pankauski alleging a host of criminal and civil misconduct, which have revealed Judicial Financial Disclosures of Judge Martin Colin demonstrating a long term financial business relationship during all relevant years herein and involving several hundred thousand dollars of Loans with LaSalle Bank / LaSalle Trust which were never Disclosed in the underlying Probate cases related herein.
38. La Salle Bank -Trust and-or whoever is the proper "successor" is directly implicated in the actions presently before this federal Court where I have raised in Summary Judgement that La Salle should be added as a party and Discovery is needed with respect to the original Life Insurance policy on the breach of contract action as La Salle is named as the Primary

⁶ January 14, 2016 "Judge's finances show history of unpaid debt, IRS liens, foreclosures" By John Pacenti - Palm Beach Post Staff Writer
<http://www.mypalmbeachpost.com/news/news/judges-finances-show-history-of-unpaid-debt-irs-li/np4rH/>

⁷ Guardianship Series - Guardianship a Broken Trust <http://www.mypalmbeachpost.com/guardianships-colin-savitt/>
and Guardianship Probate Series Palm Beach Post Compiled PDF
<http://www.iviewit.tv/Pacenti%20Articles%20Compiled%20as%20of%20Feb%2002%202016L.pdf> (Large and Sun Sentinel re Colin and wife Savitt
<http://www.sun-sentinel.com/opinion/editorials/fl-editorial-guardianship-law-20160129-story.html#ifrndnlocgoogle>

Beneficiary of the alleged “lost” Life Insurance Policy owned by deceased Simon Bernstein brought to this Court by the same operative parties who have conveniently left LaSalle out of these federal proceedings in the same manner I and my minor children were left out as necessary parties in the action before this federal court. See, Summary Judgement Eliot Bernstein⁸.

39. I note that the carrier Jackson in this Court suggested that Bank of America was the proper “successor” in interest in this case and information shows Bank of America is the entity that acquired LaSalle Bank where Judge Colin is shown by his own Financial Disclosures to have hundreds of thousands in Loans with La Salle at least for years 2008 to the end of 2014 thus during all relevant times herein.
40. In the recent weeks leading up to the present, a series of Investigative Journal articles have been published by the Palm Beach Post showing a widespread abuse in the Palm Beach Court system specifically involving Judge Martin Colin where allegations of Double-billing by “inside” law firms, the “taking” of Guardian’s Assets “prior to Court approval”, and Undisclosed conflicts of interest are alleged.
41. The allegations by the Palm Beach Post are remarkably similar to claims I have made for years while orchestrated Discovery abuses have occurred from the first days after my father Simon Bernstein’s passing.

“The savings of incapacitated seniors flow into the household of Palm Beach County Circuit Judge Martin Colin. This occurs courtesy of Colin’s wife — Elizabeth “Betsy” Savitt. She serves as a professional guardian, appointed by judges to make decisions for adults who no longer can take care of themselves. Savitt has **taken money** from the elderly people whose lives she controls without first getting a judge’s approval as well as **double-billed** their accounts, a Palm Beach Post investigation has uncovered in court records.

⁸20150608 Amended Redo Summary Judgement
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150608%20FINAL%20AMENDED%20REDO%20Response%20to%20Summary%20Judgement%20ECF%20STAMPED%20COPY.pdf>

Families of some of the seniors say the judge's wife and her attorneys drum up **unnecessary litigation** that runs up fees, benefiting herself, the judge and her lawyers. Savitt doesn't appear before her husband, but Judge Colin does oversee other guardianship cases where he is responsible for safeguarding the finances and well-being of these "wards" of the court. Colin's colleague, Circuit Judge **David French** who lunches with him regularly, has overseen almost two-thirds of Savitt's cases. Some lawyers who have opposed Savitt in Judge French's courtroom say he didn't disclose that Savitt is the wife of a fellow judge or his social connections to the couple.The lawyers Savitt has hired to represent her also practiced before her husband in other cases, where he had the power to approve their fees. A former Florida Supreme Court chief justice and a law professor say this constitutes, at minimum, an appearance of impropriety and should be investigated.

"This conflict puts the whole courthouse under a cloud because it raises so many questions and there are no answers forthcoming. And that is why we have a judicial canon on the appearance of impropriety, so there are no questions like this," Nova Southeastern law Professor Robert Jarvis said." See,

"His wife's job as a professional guardian leaves Judge Colin compromised, handcuffing him from fully doing his job, The Post found. He's recused himself from 115 cases that involve his wife's lawyers in the last six months of 2015 after The Post started asking questions in its investigation.

"When you have a judge suddenly recuse himself of so many cases, it certainly sends up a red flag," Jarvis said. "How did a judge allow himself to be put in such a position? I have never heard of a judge doing such a thing."

"Savitt often hires attorneys Hazeltine, **Ellen Morris** and **John Pankauski** prolific practitioners in elder law. They or members of their firms practiced in front of Colin before he began recusing himself from their cases last year. From 2009 to 2014, Colin's recusals totaled 30. Since the beginning of July, he's taken himself off 133 cases — 115 involving his wife's lawyers.

Hazeltine, Morris and Pankauski **or their firms** — as well as the guardians they represent — have had fees in non-Savitt cases repeatedly approved by Judge Colin, The Post found."

"Judge Colin and his wife have socialized with one of the judges she appears in front of regularly, The Post has learned.

Colin and Circuit Judge David French eat lunch together nearly every day. Colin and French co-hosted a **trivia night**⁹ in May for the South Palm Beach Bar Association. The event was co-sponsored by Pankauski's firm. French did not return repeated attempts for comment.¹⁰,

⁹ Trivia Night Invatation <https://www.documentcloud.org/documents/2623271-trivia-night.html> and <http://www.bellersmith.com/blog/4th-annual-trivia-night>

¹⁰ February 02, 2016 Palm Beach Post Series "Guardianship a Broken Trust" by Reporter John Pacenti <http://www.mypalmbeachpost.com/guardianships-martin-colin/>

<http://www.mypalmbeachpost.com/guardianships-martin-colin>

42. In this case, BOTH Judges Colin and French were involved in the underlying Estates with Judge Colin “assigned” to the Shirley Bernstein case and Judge French originally “assigned” to the Estate of Simon Bernstein case and where later the French case was improperly assigned to Colin by Colin with no necessary hearing to transfer had by French, as it was scheduled on the day before Christmas when the court was closed, leaving Eliot and Candice at an empty court building and then when rescheduled Colin appeared in French’s stead and ruled for French to transfer the case to himself.
43. In another blatant conflict, I consulted extensively with attorney Pankauski also mentioned in the Post articles as involved in cases with Judge Colin’s wife Savitt and her attorney Hazeltine regarding the estate and trust cases and was in the process of trying to raise a Retainer when Pankauski turned around and showed up at a Hearing with Ted Bernstein and continued to represent Ted Bernstein in front of Judge Colin for several months. Judge Colin had denied a motion to Disqualify attorney Pankauski written by attorney Peter Feaman, Pankauski being prominently mentioned above in the Palm Beach articles¹¹.
44. Even more important is that when I first filed my original May 6, 2015 “Emergency Motion” after first learning of the extensive Fraudulent documents being used in the Shirley Bernstein Estate case involving attorneys Tescher & Spallina and their paralegal Kimberly Moran, Judge Colin who was only “assigned” to Shirley Bernstein’s case simultaneously came in and Denied the Motion as an Emergency in *both* the Shirley Bernstein case and then “stepped over” to

¹¹ June 23, 2014 Motion Remove Pankauski

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140623%20FINAL%20SINGED%20PRINTED%20MOTION%20to%20REMOVE%20Rose%20Theodore%20and%20Pankauski%20Low.pdf>

and

June 30, 2014 Motion to Remove Pankauski

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140630%20FINAL%20SIGNED%20PRINTED%20MOTION%20TO%20REMOVE%20JOHN%20PANKAUSKI%20ESQ.pdf>

Judge French's case for Simon Bernstein and issued the Order denying this Motion¹² as an Emergency in the Simon Bernstein case.

45. Despite filing this Emergency Motion in May of 2013 in the State Probate Court in Florida to in part seize and obtain the DISCOVERY and DOCUMENTS in the case to be secured for forensic review, over 3.5 years later the Documents and Records and evidence have not been fully produced or seized or disclosed and to this day there are named Trusts in existing Trusts that I have never seen before and Trusts for my children created on the day my father died that I am being sued as Trustee of in the Shirley Trust case under which I have never seen nor have they ever been produced.
46. This Emergency Motion of May 2013 was incorporated by reference into my Answer and Counterclaims¹³ filed with this US District Court in September of 2013 and the evidence and documents therein are necessary in aid of this Court's jurisdiction and my counter-cross claims expressly plead for Discovery in this Court which is in jeopardy of being permanently lost from the actions of the State actors and courts.
47. This relationship between Judge Colin and French and Judge Colin "stepping over" into Judge French's case to Deny my Emergency is directly relevant to proceedings herein as it relates to when Judge Colin had "knowledge" that Simon Bernstein was Deceased which relates to the Fraud exposed in his court committed by Tescher & Spallina and their legal assistant and notary public Kimberly Moran with Ted Bernstein involved with Tescher & Spallina at all times relevant therein and Spallina and Tescher acting as his counsel in his alleged roles as fiduciary

¹²May 08, 2013 Order Denying Emergency in Simon Estate signed by wrong Judge Colin instead of French and Order Denying Emergency in Shirley Estate
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130508%20Order%20Denying%20Petition%20and%20Amended%20Order%20Denying%20Petit.pdf>

¹³September 21, 2013 Answer and Cross Claim Illinois Federal Court Judge Amy St, Eve
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130921%20FINAL%20Eliot%20Answer%20Jackson%20Nat%20Simon%20Estate%20Heritage%20Spallina188287%20HIGH.pdf>

in Shirley's estate and trust and also being big clients of each other, where Ted brought Spallina and Tescher to Simon Bernstein in order to secure life insurance clients in return from Tescher and Spallina.

Undisclosed Conflicts of PR Brian O'Connell, Joielle Foglietta involved in cases with Judge Colin's wife Elizabeth Savitt and Savitt's attorney Hazeltine at same time O'Connell is Recommended as Successor PR by Creditor Attorney Peter Feaman

48. Recent records obtained as a result of the Palm Beach Post Investigation show that attorneys Brian O'Connell and Joielle Foglietta where Brian O'Connell became appointed in the Simon Bernstein Estate as the new PR upon recommendation of Creditor William Stansbury's attorney Peter Feaman on or around June of 2014 now show that Brian O'Connell and Joielle Foglietta were involved in that same time frame with at least one case involving Judge Martin Colin's wife Elizabeth Savitt and her attorney Hazeltine in the Probate Case of Albert Vasallo¹⁴, CASE NO.:502014MH001432XXXXSB .
49. Said conflicts of interest were never Disclosed by Judge Martin Colin, Brian O'Connell, Joielle Foglietta nor Creditor attorney Peter Feaman, Esq., IF Mr. Feaman knew of this which is presently unknown.
50. As this District Court is or should be aware, attorney Brian O'Connell is under this Court's jurisdiction having been granted Intervenor status in the Illinois Life Insurance Litigation on behalf of the Estate of Simon Bernstein.
51. Yet instead of taking diligent action to secure and obtain Original records, documents, evidence and Discovery by Brian O'Connell which was Ordered by Judge Colin Feb. 18, 2014, and despite the issues in the Illinois litigation involving the "Missing" Trusts, "Missing" Insurance policies, and "Missing" business records that would or should show or lead to the truth of

¹⁴ Palm Beach Post Articles and Court Filings Posted re Vassallo case.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Vassallo%20Case%20Palm%20Beach%20Post%20O'Connell%20Savitt%20Pankauski.pdf>

matters, the O'Connell office has sat silent obtaining virtually no Discovery and records while acting as PR, denying Eliot production requests and opposing motions for discovery and all the while stating he has been working on a voluminous production request to send from the day he was commissioned and which remains incomplete as of this day and never sent out to the parties.

52. O'Connell also failed to do a court ordered inventorying of Simon's office possessions at his office location and it was later learned that Ted had been evicted and was found loading trucks in the night by the landlord and nothing remains at that site and the items of Personal Property are now missing with Alan Rose turning over to O'Connell two boxes of plaques of Simon's claiming that was all there was after 3 years that no one had ever inventoried his businesses, his computer files, records and personal properties for multiple companies. I am aware of several items of personal property that are missing and were not inventoried that were in Simon's office, including but not limited to, gifts from me and William Stansbury to Simon.
53. Meanwhile, as shown in the Summary Judgment process before this Court, LaSalle Bank where it is now newly Discovered that Judge Colin has hundreds of thousands of dollars in business-mortgage loans, was allegedly never contacted in the Life Insurance process despite being named as Primary Beneficiary all the while Judge Martin Colin "controlled" actions in the Probate Court somehow forcing Creditor William Stansbury to pay for the costs of Illinois litigation on behalf of the Estate, which could or should be a Conflict situation from the start, while simultaneously playing some "sham" of a game that Stansbury otherwise has no "Standing" to be in the Florida Probate cases and file petitions to remove Ted as an unqualified not validly serving trustee based on alleged criminal misconduct, major breaches of fiduciary duties and more.

54. A flurry of motions were filed in the State Court to discontinue William Stansbury's obligation to pay for the Estate's federal Illinois counsel and enter into a new "top-loaded" retainer by the Estate for the federal Illinois litigation right around the times this Court's was about to hold a Scheduled conference reflective of some form of undisclosed "agreement" between the O'Connell firm, Peter Feaman, the Illinois counsel and likely Alan Rose-Ted Bernstein (again wholly excluding Eliot on any proposed settlements or other agreements) while the same attorneys were orchestrating other State Court proceedings so that a "Validity" Trial would proceed with no licensed attorney to challenge Alan Rose and Ted Bernstein despite the fact that Peter Feaman had written to O'Connell in Aug. 2014¹⁵ advising him of his "absolute duty" to move the court to Remove Ted Bernstein as trustee for waste of assets, unaccounted for assets and other. See Feaman and O'Connell Motions on Payment of Illinois Litigation.
55. Yet, attorney Feaman never took any follow-up with O'Connell to this date some 19 Months later and O'Connell failed to participate in an orchestrated "one-day" "Validity" trial on Simon's Estate documents leaving the Estate without representation and failing to prosecute the already filed Answer to the Trust Construction/Validity Complaint stating Ted Bernstein. was not a validly serving Trustee under the Simon Trust, as stated,

"AFFIRMATIVE DEFENSE"

1. First Affirmative Defense- Lack of Standing- Ted Bernstein lacks the requisite standing as he is not validly serving as Trustee of the Simon Trust, is not a beneficiary of the Simon Trust, and is not representing any minor child that is a beneficiary of the Simon Trust.¹⁶

¹⁵ August 29, 2014, Feaman Letter to O'Connell Regarding Ted
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf>

¹⁶ February 17, 2015 O'Connell Answer Affirmative Defense Ted is not a validly serving Trustee
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf>

56. Ted was allegedly appointed Successor Trustee by Spallina and Tescher after they resigned after admitting fraudulently altering a Shirley Trust that benefited Ted directly and while acting as Ted's counsel and where the Shirley Trust Successor provision Tescher and Spallina drafted states that the Successor can not be related to the issuer Simon and where further the Trust states that TED IS PREDECEASED FOR ALL PURPOSES OF DISPOSITION OF THE TRUST.
57. These facts alone fundamentally compromise and call into question the actions of the parties and attorneys before this US District Court justifying use of the All Writs Act and Anti-Injunction Act injunctive powers and the Inherent Powers doctrine to at minimum Enjoin the parties and Florida case until Orderly proceedings and Conference and Inquiry made be made by this District Court.

Discovery Abuse - Tescher & Spallina Records never properly turned over in excess of 2 years with no action taken by O'Connell, Foglietta

58. Despite Judge Colin having actual knowledge of Fraud upon his Court involving Spallina and Tescher in the Shirley Bernstein case and having to have Actual knowledge that Simon Bernstein was Deceased at least as of May 2013 when Judge Colin "steps into" Judge French's shoes to Deny my Emergency Motion in the Simon Bernstein case where Judge French was the assigned Judge, Judge Colin **fails to Order for several months any Inquiry** of the Attorneys and parties before his Court and denies further motions by Eliot Bernstein until finally it becomes known that Tescher & Spallina paralegal and employee Kimberly Moran is under investigation and has made admissions about the forgery and fraud¹⁷ and finally Orders a hearing for Sept. 13, 2013.

¹⁷September 04, 2013 Motion to Freeze et al.

59. Yet the bulk of the Hearing is a sham where Judge Colin “dances” around the issue of when it becomes known that Simon Bernstein had been Deceased at the time the fraudulent filings were made, dances around who filed what and why and proceeds to let Robert Spallina off the hook from answering virtually any direct questions of his involvement in the fraud of using Deceased Simon Bernstein to act in the present to Close the Estate of Shirley Bernstein while simultaneously permitting Ted Bernstein to appear as a “Trustee” for Shirley Bernstein on this date.
60. Yet Judge Colin had to have knowledge that Ted Bernstein knew of the Fraud or learned of the fraud since Ted Bernstein had not signed ANY Waiver prior to the April 9, 2012 date when Robert Spallina fraudulently creates a Petition for Discharge allegedly signed by Simon Bernstein on that date which could not have been possible or true since the Petition references Waivers being obtained as Signed Waivers that clearly that had not yet been signed (one not until after Simon passed) and Ted also knew that he had never notarized the Waiver that Kimberly Moran had fraudulently notarized and forged in his name and yet Judge Colin took no action to even inquire of Ted Bernstein and permits him to continue to act as “Trustee” and even after stating he had enough evidence of fraud to read Ted and his counsel Tescher and Spallina their Miranda Warnings at the first hearing, and then promotes Ted after to Personal Representative in the Shirley Estate which was reopened by Colin due to the fraud committed by Ted’s counsel and which fraud benefited Ted and his family directly. Ted had been acting without Letters from the Court as PR at the time his mother’s estate was closed by his deceased father illegally and acting without letters from September 12, 2012 until October 2013 when Letters of Administration were issued and when he found out what his attorneys did in forging

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130904%20FINAL%20SIGNED%20PRINTED%20FILED%20Motion%20to%20Freeze%20Estates%20of%20Shirley%20Due%20to%20Admitted%20Notary%20Fraud.pdf>

and fraudulently notarizing documents and submitting them to the Court as part of a Fraud on the Court, Ted took no actions to report the matters or seize all pertinent and relevant documents for analysis and to this day claims never to have the original trusts and wills he operates under and that he did nothing to validate the authenticity of them. See Dec. 15, 2015 Transcript¹⁸.

61. Ted is close personal friends and business associates with Tescher and Spallina who brought his counsel Tescher and Spallina into the Bernstein family in order to get insurance business clients from them.
62. Yet all of this *begs the question and should have forced Judge Colin to question* that IF Ted Bernstein was in Fact the Trustee and PR of Shirley's Estate after Simon Bernstein passed shown by some proper Original operative document, then Why wasn't Ted Bernstein acting after Simon passed with the Tescher Spallina firm to "close" the Estate or take whatever action was necessary instead of fraudulently using Deceased Simon Bernstein on documents to do so?
63. It is noted for this US District Court that on or about Nov. 5, 2012, the same day an Ex Parte communication from Judge Colin is memorialized to attorney Robert Spallina's office regarding filings in the Shirley Bernstein Estate, my attorney Christine Yates was attempting to get Documents from Robert Spallina's Office relating to the Trusts, Wills, standard documents that Beneficiaries are entitled to¹⁹ yet Christine Yates is told by Spallina's Office that there was no Bernstein case or client?

¹⁸ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

¹⁹ November 06, 2012 Christine Yates Letter Stating Spallina claimed he did not know Bernstein despite several months of meetings with Bernstein family.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121106%20Yates%20letter%20re%20Spallina%20claiming%20he%20does%20not%20know%20Bernstein.pdf>

64. It is noted for this US District Court that this is an ongoing pattern and practice to deny me Eliot Bernstein and my children Counsel of our choice as each time I have had an attorney such as Yates there is Discovery Abuse in getting documents to review and handle the case with Yates being so bullied by the Spallina office that she later resigned or where such as Pankauski I end up consulting with an attorney that ends up working for and with Ted Bernstein or as with Branden Pratt who attends an evidentiary hearing regarding the fraudulent documents of Moran and states he and others do not want to put Moran on the stand despite her being present as they did not want to throw her under the bus, the exact opposite strategy Pratt had recommended immediately prior to and in preparation for the hearing.
65. A similar event happened with Steven Lessne himself who is now pursuing a Guardianship against me with Alan Rose before Judge Phillips on February 25, 2016 at 3:15pm where Lessne obtained confidential valuable information from myself when we first spoke without fully disclosing who he was really working for and in fact concealing and lying about his representation of my family and ended up being counsel to Janet Craig, Manager of BFR for Oppenheimer and Trustee for the children's trusts, all of these attorneys whom should be added to the District Court case on an amended complaint for good and just cause.
66. That part of the improper basis for Guardianship itself is the fact that I have refused for myself and children to take funds which are Part of a Fraud such as funds from the sale of the Shirley Condo when Ted Bernstein had not been approved as any Trustee at the time of sale and not only had Original documents never been turned over but no proper Validity hearing had ever occurred and still has never occurred and thus imposed reasonable conditions on any funds that I would accept that neither I nor my children would be immersed in nor further fraud nor would we be liable as a result for accepting such funds. Yet for this type of action the parties are now

trying to take further control and block me off from Any ability to file and get Discovery by seeking a Guardianship and denying me standing and attempting to now claim I am not a beneficiary with no hearings to determine such and where I am clearly a beneficiary in the Shirley IRREVOCABLE Trust.

67. This Ex Parte Communication of Nov. 5, 2012 was somehow not Docketed with Judge Colin's Court until Nov. 6, 2012 as prominently noted in my May 2015 Motion for Mandatory Disqualification of Judge Colin²⁰ and voiding of his Orders in part due to Fraud On and Fraud By his court, which was denied as legally insufficient by Colin but then leading to the sua sponte "Recusal" within 24 hours that further entails Judge Colin "steering" the Transfer and Re-Assignment of the case to the North Branch of Palm Beach County after his recusal.
68. As shown in the mandatory Disqualification Motion against Judge Colin, Colin had proceeded for 2 years since my original May 2013 Emergency Motion, never holding Validity hearings, never requiring Accountings which to this day have never occurred in the Shirley Bernstein case and are incomplete missing years of accounting in Simon, never addressing Ted Bernstein's involvement and knowledge in the Tescher Spallina frauds while meanwhile using what now appears as the Standard Modus Operandi by attempting to "Force" me to take Distributions from the improper Sale of Shirley's Condo sold by Ted Bernstein even before the Sept. 2013 hearing, thus the standard M.O. of "taking" and "disposing" of the assets first, then trying to retroactively "approve" by Court order. This occurred even where what is claimed as the Shirley Bernstein Trust specifically states that Ted is considered PREDECEASED FOR ALL PURPOSES OF DISPOSITIONS of the trust.

²⁰ May 14, 2015 Mandatory Disqualification Motion Judge Martin Colin
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150514%20FINAL%20Motion%20for%20Disqualification%20Colin%20ECF%20STAMPED%20COPY.pdf>

69. I thereafter filed a Petition for All Writs in the nature of Prohibition and Mandamus²¹ about these actions of Judge Colin in improperly “steering” the case as a Material Fact Witness and Potential Counter Defendant which ultimately lead to the case going to one Judge Coates who not only happened to be a former Proskauer Rose partner but later file review shows that as a Proskauer Partner Coates himself had “Billed²²” as part of the original Iviewit - Proskauer “Billing case before Judge Labarga” whereby Coates billed to Eliot’s companies for time relating to SEC work after learning the Iviewit technologies had been deemed the “Holy Grail” and “Priceless” worth billions upon billions of dollars, claimed by by leading engineers at a company, Real 3D, Inc. (Intel, Lockheed and Silicon Graphics owned) that Proskauer introduced Iviewit to for a technology review.
70. Before this, however, several more months passed by after Colin held the sham Sept. 2013 hearings knowing of serious fraud in his court where six counts of forgery occur where Tescher & Spallina are allowed by Colin to remain in Custody and Control of all of the Documents, Originals, Evidence of Simon and Shirley Bernstein after Spallina claimed in the September 13, 2013 hearing that he knew of no other frauds in the estates and trusts than the forgeries and fraudulent notarizations that Moran did.

²¹ ORIGINAL ALL WRITS

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf>

REDO OF ALL WRITS

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf>

²² Judge Coates Billing Iviewit as Proskauer Rose Partner for Securities Work and Estate Planning of Stock

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Coates%20Billing%20Iviewit%20Holdings%20as%20Proskauer%20Partner%20on%20Iviewit%20Clean.pdf>

and

Proskauer notes referring to Coates involvement with Iviewit

www.iviewit.tv/ProskauerCoatesTriggs.pdf

71. Yet Spallina concealed from the Hearing Record on Sept. 13, 2013 other frauds he had done and that were later admitted to by Spallina to the Palm Beach Sheriff's²³ where he admits having fraudulently altered Shirley's Trust to benefit Ted's family and for months moved the court and retaliated against Eliot in pleading after pleading and finally under PBSO investigation admitted his felony alteration and creation of a Fraudulent Shirley Trust.
72. Despite having admitted to fraudulently altering a Trust document and being directly involved with fraudulent documents filed in the Estate of Shirley Bernstein before Judge Colin through his law firm, ultimately in January of 2014 Judge Colin simply lets Tescher & Spallina "resign" after they admitted to the Bernstein family that they had fraudulently altered the Shirley Trust document and mailed it to Eliot's minor children's counsel²⁴ (making fraudulent changes to include Ted's children as beneficiaries despite Ted and his lineal descendants being considered Predeceased for all purposes of the Shirley Trust) .
73. On February 18, 2014 Judge Colin issues an Order for Tescher & Spallina as follows: "**By March 4, 2014 the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate.**"

²³ PBSO Sheriff Report Page 1-8

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140912%20Sheriff%20and%20Coroner%20Reports.pdf>

²⁴ Attorney Christine Yates, Esq. of Tripp Scott had to be hired by Eliot to get Estate and Trust Documents from Tescher and Spallina due to their refusal to give such documents to Beneficiaries or Interested Parties from day one and when they were finally forced months later by Yates to turn over records they sent documents that have been proven and admitted to be forged and fraudulently notarized by their offices and some of those submitted to the Florida probate court as part of an elaborate fraud on the court to seize Dominion and Control of the Estates and Trusts of Simon and Shirley, fraudulently alter documents and begin to loot the estates of millions upon millions of dollars, in complex legal frauds and all the while refusing documents, losing documents, stealing documents from the estate, no transparency and no accountings. .

regardless of whether such property has been previously distributed, transferred, abandoned, or otherwise disposed of.” (emphasis added) See, Feb. 18, 2014 Order of Judge Colin²⁵.

74. It is clear from the Vasallo records herein²⁶ that Brian O’Connell was already working closely with Judge Colin’s wife Elizabeth Savitt and attorney Hazeltine by the time Brian O’Connell was appointed successor PR by Judge Colin over Simon Bernstein’s Estate in July of 2014 or at least on or about the same time.

O’Connell, Foglietta Disqualified as Material Fact Witnesses intertwined with Alan Rose and Steven Lessne, also Disqualified as Material Fact Witnesses; Intertwined with Spallina, Colin fraud and the Stanford Ponzi fraud; Orchestration to avoid Discovery and Original Documents before Judge Phillips

75. It is clear that compliance with the Feb. 2014 Order against Tescher & Spallina was never determined by the time O’Connell was appointed as PR and to this very day there still has been no Compliance hearing on this Discovery tantamount to continuing Discovery Abuse and Discovery as a Weapon justifying exercise of powers under the All Writs Act and Anti-Injunction Act.

76. I have made and filed multiple requests for Discovery²⁷ and production throughout the Florida State Court litigation which has been denied to such an extent as to be Abuse of Discovery.

²⁵February 18, 2014 Order Judge Colin Tescher and Spallina to turn over ALL records.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

²⁶ Palm Beach Post Articles and Court Filings Posted re Vassallo case.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Vassallo%20Case%20Palm%20Beach%20Post%20O'Connell%20Savitt%20Pankauski.pdf>

²⁷November 01, 2013 Production Request

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEIN%20FIRST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20AND%20THINGS%20PROPOSED%20ON%20THEODORE%20S%20%20BERNSTEIN.pdf>

and

November 01, 2013 Interrogatories Request

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEIN%20FIRST%20SET%20OF%20INTERROGATORIES%20PROPOSED%20ON%20THEODORE%20BERNSTEIN.pdf>

and

May 12, 2014 Production Request Benjamin Brown Curator

While the proceedings before this US District Court were in essentially a hold pattern with the submissions of the Summary Judgement motions and while my Petition for All Writs at the Florida Supreme Court was pending regarding Judge Colin as a Necessary and Material Fact witness which further sought a Stay by the Florida Supreme Court and preservation of evidence, documents and discovery, after Judge Coates who worked at Proskauer and had billed Iviewit on SEC matters Recused from the Florida case after the improper Transfer from Colin whereby he gained confidential court records while initially denying he had conflicts or knew of Eliot or Iviewit, the case was then assigned to the current Probate Judge John Phillips.

77. The Petition for All Writs²⁸ at the Florida Supreme Court further brought up for review the very process by which Judge Colin “poisoned” the transfer and steered the case to the North Branch

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140512%20ELIOT%20BERNSTEIN'S%20FFIST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20BENJAMIN%20BROWN.pdf>

and
January 20, 2015 Motion for Production from Brian O'Connell

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150120%20FINAL%20SIGNED%20PRINTED%20Request%20for%20Production%20Brian%20O'Connell%20ECF%20COPY.pdf>

and

February 27, 2015 Motion in Opposition to Production

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150227%20Motion%20in%20Opposition%20to%20PR%20Motion%20to%20Strike%20Production%20ECF%20Copy.pdf>

and

November 09, 2012 Christine Yates, Esq. request to Spallina and Tescher for Production

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120909%20Letter%20Yates%20to%20Spallina%20re%20Information%20Request.pdf>

and

December 21, 2012 Christine Yates, Esq. to Spallina

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121221%20Yates%20Letter%20to%20Spallina%20re%20Simon%20Shirley%20Estate%20info.pdf>

and

June 13, 2013 Letter Marc Garber, Esq. to Christine Yates re Spallina and Tescher

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130613%20Marc%20Garber%20Letter%20re%20Christine%20Yates%20termination%20Spallina%20etc.pdf>

²⁸ June 10, 2015 All Writ Filed with the Florida Supreme Court @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf>

and

July 01, 2015 Amended All Writ Filed with the Florida Supreme Court @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20>

in his Sua Sponte Recusal²⁹ just one day after denying a Mandatory Disqualification based in part on Fraud on the Court and Fraud by the Court.

78. Joielle Foglietta of the O'Connell firm then filed for a Status Conference³⁰ which was held on July 15, 2015 during which time I raised the pending Writ with Judge Phillips who indicated twice on the record I would "be heard" on this at the next appearance.
79. While I had written to Joielle Foglietta by email to ascertain the proposed Schedule of proceedings, none was forthcoming however the O'Connell and Joielle Foglietta team filed for a Case Management Conference in the SIMON Bernstein Case which was scheduled and held Sept. 15, 2015.
80. After close of business hours on the Eve of the Conference, attorney Alan Rose on behalf of Ted Bernstein submitted a filing seeking to co-opt the Conference and impose a Guardianship on me before Judge Phillips at that time without disclosing that hearings had already been held and even Judge Colin had denied this repeated demand for guardians, contempt hearings, requests for gag orders and arrest of Eliot.
81. As shown by the Transcript of Conference of Sept. 15, 2015 and my subsequent Motions for Mandatory Disqualification of Judge Phillips, Phillips fundamentally denied me a Due Process Opportunity to be heard on this day despite saying my Writ application would be addressed cutting me off at each attempt to be heard yet allowing Alan Rose to begin moving Judge Phillips to schedule a Trial in the Shirley Bernstein case which was NOT Noticed for the Conference that day and ultimately Judge Phillips Ordered a Pre-determined, prejudged "One-

[OWrits%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf](#)

²⁹May 19, 2015 Colin Sua Sponte Recusal and Steering of the Cases

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf>

³⁰August 03, 2015 Case Management Conference Notice of Hearing in SIMON ESTATE ONLY

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150803%20Notice%20of%20Hearing%20for%20Sept%202015%202015%200930am%20Case%20Management.pdf>

day” Validity Trial for Dec. 15, 2015 in a case not even Noticed for Conference that day. See Sept. 15, 2015 Transcript³¹.

82. Licensed attorneys O’Connell acting as PR for Simon’s estate, Foglietta and Creditor attorney Peter Feaman sat by idly watching as this occurred without raising any questions on Discovery, production or standard pre-trial issues as the record reflects they barely said a word at a hearing both have vested interest in.
83. It should be noted that this occurred after Judge Phillips “pre-judged” any matters relating to Judge Colin expressing his “love” for Judge Colin on the Record and his friendships with all the attorneys and stating I was the only one he knew nothing of in an angry tone and indicating he would not find Colin had done anything wrong without even having the Due process Opportunity to make or state a case while falsely representing he had no powers to do so when Florida law allows for prior Orders to be vacated. See, Transcript of Case Management Conference Sept. 15, 2015³².
84. Florida Rules of Civil Procedure provide in part:

RULE 1.200. PRETRIAL PROCEDURE (a) Case Management Conference. At any time after responsive pleadings or motions are due, the court may order, or a party, by serving a notice, may convene, a case management conference. The matter to be considered shall be specified in the order or notice setting the conference. At such a conference the court may: (1) schedule or reschedule the service of motions, pleadings, and other papers; (2) set or reset the time of trials, subject to rule 1.440(c); (3) coordinate the progress of the action if the complex litigation factors contained in rule 1.201(a)(2)(A)–(a)(2)(H) are present; (4) limit, schedule, order, or expedite discovery; (5) consider the possibility of obtaining admissions of fact and voluntary exchange of documents and electronically stored information, and stipulations regarding authenticity of documents and electronically stored information; (6) consider the need for advance rulings from

³¹ September 15, 2015 Judge Phillips Status Conference Transcript
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

³² September 15, 2015 Judge Phillips Status Conference Transcript
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

the court on the admissibility of documents and electronically stored information; (7) discuss as to electronically stored information, the possibility of agreements from the parties regarding the extent to which such evidence should be preserved, the form in which such evidence should be produced, and whether discovery of such information should be conducted in phases or limited to particular individuals, time periods, or sources; (8) schedule disclosure of expert witnesses and the discovery of facts known and opinions held by such experts; (9) schedule or hear motions in limine; (10) pursue the possibilities of settlement; March 16, 2015 Florida Rules of Civil Procedure 36 (11) require filing of preliminary stipulations if issues can be narrowed; (12) consider referring issues to a magistrate for findings of fact; and (13) schedule other conferences or determine other matters that may aid in the disposition of the action.

85. Yet, despite knowing that this Rule provides, “**The matter to be considered shall be specified in the order or notice setting the conference**”, licensed attorneys O’Connell, Foglietta and Feaman took no action during or after to correct the pre-judged “one day” Validity Trial scheduled in the wrong case, Shirley Bernstein, which was Not noticed for Conference on this date.
86. Such attorneys further took No Action to raise DISCOVERY COMPLIANCE prior to to the Trial despite the outstanding Order of Judge Colin of Feb. 2014 nor was I allowed a Due Process opportunity to raise Discovery issues, the need for Experts due to the fraud already determined in dispositive documents nor the need for a longer trial period based upon multiple Witnesses needed nor the need for Pre-Trial Depositions and the record will reflect that as I tried to make claims I was rudely shut down repeatedly by rude and angry Judge Phillips.
87. To backtrack slightly which shows the continuing pattern of Discovery Abuse in the State Court, by the time of the Sept. 13, 2013 Hearing³³ after the fraud and forgeries in Judge Colin’s Court were Discovered, over 3 Years Ago now Judge Colin had been notified on the Record during that Sept. 2013 hearing that as of a Year After my father Simon Bernstein passed away I

³³ September 13, 2013 (one year to the date of Simon’s passing Colin Hearing
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130913%20TRANSCRIPT%20Emergency%20Hearing%20Colin%20Spallina%20Tescher%20Ted%20Manceri.pdf>

still had NO proper Documents on the Trusts and Wills including the Oppenheimer Trusts yet attorney Steven Lessne is now seeking a Guardianship against me before Phillips even though Lessne represents Oppenheimer who is a “Resigned” Trustee with no standing. I notified Judge Colin on the Record as follows from the September 13, 2013 hearing footnoted herein:

Page 06

12 THE COURT: Okay. So the bills that they

13 were paying for you were what bills?

14 MR. ELIOT BERNSTEIN: All of them.

15 THE COURT: All the bills.

16 MR. ELIOT BERNSTEIN: Health insurance,

17 electricity, water, food, clothing, everything,

18 100 percent.

19 THE COURT: When did the emergency take

20 place?

21 MR. ELIOT BERNSTEIN: On August 28th.

22 They told me if I didn't sign releases that

23 Robert wanted me to sign and turn the money

24 over to my brother, the remaining corpus of the

25 trust, that they were going to shut the funds

Page 7

1 off as of that day.

2 THE COURT: And they did?

3 MR. ELIOT BERNSTEIN: I'm not 100 percent

4 sure, because then I asked them for their

5 operating documents that Mr. Spallina had sent

6 them, and once again we've got unnotarized

7 documents □ □

8 THE COURT: We'll talk about the notary

9 thing in a second.

10 **MR. ELIOT BERNSTEIN: Okay. Then we have**

11 **new improperly notarized documents authorizing**

12 **the trust to operate, and they sent me**

13 **incomplete documents which are unsigned on**

14 **every page of the trust agreement, so they're**

15 **telling me and I've asked them three times if**

16 **they have signed copies and three times they've**

17 **sent me unsigned copies.**

18 THE COURT: Okay, but what bills today □ □

19 MR. ELIOT BERNSTEIN: All of them.

88. Previously in this Hearing Judge Colin is further shown how Spallina was Not Notifying certain banks such as Legacy that Simon Bernstein had passed away and is “moving” funds around from different accounts as follows;

Page 05

13 THE COURT: Okay. So tell me how that □□
14 what evidence is there that this is an
15 emergency along those lines?

16 MR. ELIOT BERNSTEIN: Okay, the estate
17 representatives when my parents died told us
18 that they were understanding the special
19 circumstances me and my three children are in,
20 and that funds had been set aside and not to
21 worry, there would be no delay of paying their
22 living costs and everything that my father and
23 mother had been paying for years to take care
24 of them, and then they were paying that out of
25 a bank account at Legacy Bank.

1 THE COURT: Who is they?

2 MR. ELIOT BERNSTEIN: Mr. Spallina had
3 directed Rachel Walker to pay the expenses of a
4 Legacy bank account. It was being paid. And
5 then Mr. Spallina stated that I should or that
6 Rachel should □□ she was fired, she should now
7 turn the accounts over to my wife to start
8 writing checks out of an account we've never
9 seen.

10 So I said I didn't feel comfortable
11 writing checks out of an account, especially
12 where it appeared my dad was the signer, so I
13 called Legacy Bank with Rachel and they were
14 completely blown away that checks had been
15 being written out of a dead person's account.
16 Nobody had notified them that Simon had
17 deceased. And that no □□ by under no means
18 shall I write checks out of that account, and
19 so then Mr. Spallina told me to turn the
20 accounts over to Janet Craig of Oppenheimer,
21 and Oppenheimer was going to pay the bills as
22 it had been done by Rachel in the past. And so
23 we sent her the Legacy account. We thought all
24 that was how things were being done and, you
25 know, he doesn't give us any documents
1 whatsoever in the estate, so we don't know, you

2 know, what he's operating out of, but
3 Oppenheimer then started to pay the things
4 first they said, wait a minute, these are
5 school trust funds well, they actually said
6 that after they started paying, and they were a
Page 06
7 little hesitant that these funds were being
8 used for personal living expenses of everybody,
9 which the other Legacy account had been paying
10 for through an agreement between and my
11 parents. And then what happened was
12 Mr. Spallina directed them to continue, stating
13 he would replenish and replace the funds if he
14 didn't get these other trusts he was in the
15 process of creating for my children in place
16 and use that money he would replenish and
17 replace it.
18 So the other week or two weeks or a few
19 week ago Janet Craig said that funds are
20 running low and she contacted Mr. Spallina who
21 told her that he's not putting any money into
22 those trusts and that there's nothing there for
23 me, and that basically when that money runs out
24 the kids' insurance, school, their home
25 electricity and everything else I would
1 consider an emergency for three minor children
2 will be cut off, and that was not

STEVEN LESSNE DISQUALIFIED AS MATERIAL FACT WITNESS

89. Thus it is clear that the Oppenheimer Trusts are just another set of Trusts and Documents and evidence where Discovery Abuse has occurred and huge delays in getting Any proper Operative documents has occurred which continues to this day, yet Lessne is moving for Guardianship against me before Phillips for a second time after law of the case was established in virtually an identical filing whereby Guardianship was denied and it was determined that after Lessne finished an accounting, if the Successor Trustee wanted to bring such charges they could but that he had no standing.

90. Mr. Lessne becomes a Material Fact Witness in the Chain of Custody of documents and Originals involving various Trusts and what the Trusts should say or provide where he claims as an Attorney in a sworn Filing before Judge Colin filed June 20, 2014 as follows:

“Oppenheimer's Appointment, Service and Resignation As Trustee
5. Gerald R. Lewin was the initial trustee of the Trusts. 6. On September 5, 2007, Mr. Lewin resigned as trustee and appointed Stanford Trust Company as his successor pursuant to Section 5 .3 of the Trusts. “
Lessne filing June 20, 2014³⁴.

91. This sworn Statement, however, is contradicted by Multiple other documents and filings herein, however, demonstrating exactly why Injunctive relief for preservation and Orderly Production of Discovery is Necessary for this US District Court in furtherance of its jurisdiction.

92. In what was Allegedly Filed in the Palm Beach County Courthouse by Robert Spallina claimed to be filed on July 7, 2010 is an alleged Petition to Appoint Successor Trustee dated June 18, 2010³⁵ which claims one TRACI KRATISH *and not Gerry Lewin as Lessne claims* was the TRUSTEE of the Children’s Trusts who allegedly Resigned Sept. 12, 2007 whereupon it claims the STANFORD TRUST took over and then purports to be a Petition of me and my wife Candice authorizing OPPENHEIMER to take over as Trustee from Stanford yet this document appears to have Robert Spallina’s signature on it yet where my wife and Candice Bernstein have Reported this Document as Fraud and a Forgery to the Court and Palm Beach County Sheriff’s as not only had we never signed this document but had never even met Robert Spallina as of 2010 and this was Reported to Judge Colin during the June 2014 hearings with Oppenheimer

³⁴June 20, 2014 Oppenheimer Complaint

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140620%20Oppenheimer%20v.%20Eliot%20Candice%20Joshua%20Jacob%20and%20Daniel%20Case%20No%20502104cp00281xxxxsb%20Summons%20and%20Complaint%20Eliot%20Service%20Low.pdf>

³⁵June 19, 2010 Petition

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20100619AllegedForgedEliotCandicePetitiontoAppointSuccessorTrusteeJoshuaJacobandDaniel.pdf>

and Lessne, yet fell on deaf ears. See, Petition under Spallina's Signature in 2010 alleged as Fraud to Palm Beach Sheriff and Court by Eliot and Candice Bernstein.

93. Thus Lessne is a material fact witness as to who the Real Trustee is and what the operative documents actually say.
94. Further, there is a significant issue as to whether Trusts were Transferred from Oppenheimer to JP Morgan where Lessne, Oppenheimer and Janet Craig of Oppenheimer all should be witnesses thus making the Discovery Abuse as a Weapon even more harmful since there is never any clear, orderly picture of what is taking place when and by who.

ALAN ROSE AS MATERIAL FACT WITNESS

95. To further complicate the frauds in what should make Alan Rose a Material Fact Witness, in May of 2015 Alan Rose magically comes out with an alleged ORIGINAL of the Trusts which he allegedly "Finds" left at the 7020 Lions Head Lane Boca Raton, Fl St. Andrew's Home of Simon Bernstein after his passing yet by this point in time the ENTIRETY of the St. Andrews's Home had already been Seized and Inventoried by Brian O'Connell and Joielle Foglietta's Offices as of March 2015, several months before and before that by Benjamin Brown the Curator.
96. Alan Rose somehow amazingly tries to claim after allegedly finding and removing from the Estate without authorization from O'Connell who has custody over them, 3 "Originals" of my Children's Trusts that somehow these were Unimportant and Discounted and "Overlooked" by the O'Connell Foglietta team who are fully aware of the problems with the trusts in the Oppenheimer case and who Already had allegedly Fully Inventoried and seized Custody of all these items at the St. Andrews Home in March 2015 two months before in a case where

substantial Document fraud had already been demonstrated and Discovery abuses going on continually, Emailing on May, 20, 2015³⁶ as follows:

From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Wednesday, May 20, 2015 2:14 PM
To: Lessne, Steven; Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: Ted Bernstein; O'Connell, Brian M.; Foglietta, Joy A
Subject: Original signed "Oppenheimer" Trusts

Mr. Lessne and Mr. Eliot Bernstein:

I am writing to advise that we located some files in drawers in Simon's private office in his home at Lions Head, as we were trying to assess the complexity of things that must happen between now and the closing of Lions Head. My primary reason was to visually inspect the three chandeliers that have been the subject of PR emails in the past few days.

In any event, and although these files likely were examined and discounted as unimportant by the PRs after Simon's death and likely meant nothing if and when they were catalogued or viewed during the O'Connell as PR re-appraisal/re-inspection, I noticed a folder marked as the Jake Bernstein Trust. Looking more closely, there were three green folders labeled with Eliot's children's names and inside are what appear to be the original signed Irrevocable Trust Agreements for the Trusts which Oppenheimer formerly served. ***These may be relevant or important to the ongoing Oppenheimer case, so I bring them to your attention.*** There also are what appears to be some tax returns and Stanford Account Statements. Simply because I have attended some of the Oppenheimer hearings, I understand that Eliot claims at least one of the Trusts does not exist. As an officer of the court, and because these may be relevant, I have taken temporary custody of the documents. I will hold them pending joint instructions or a court order, but would prefer to deliver them to Steve Lessne as Oppenheimer's counsel. These have no economic value and have no bearing on the estate, so I doubt Brian O'Connell would want them, but I did not want to see them lost or discarded in the impending move. To facilitate your review, I have scanned the first and last page of each trust, and scanned the first page of the ancillary documents, and attach that in .pdf format.

I am sure that people have looked through these files before, and there did not appear to be anything else of significance. (I did notice a few folders with other grandchildren's names, not Eliot's kids, but left those papers in place because I understand that everyone except Eliot has fully cooperated with Oppenheimer in resolving these matters.)

³⁶May 20, 2015 Alan Rose, Esq. Letter re Finding New Documents and removing them illegally from Simon's Estate and whereby the records were in the custody of Brian O'Connell at that time and Rose took them from the Estate without authorization.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150520%20Alan%20Rose%20Letter%20to%20Eliot%20et%20al%20Regarding%20Oppenheimer%20Trust%20documents%20and%20Tax%20Records%20found.pdf>

I also have had occasion to re-look through a small box of trust documents which I have been holding, which came from Simon's former work office. Inside file folders in a desk drawer, Simon retained duplicate originals of the trust agreements relevant to my cases. When I was looking to reexamine these documents – duplicate originals of the 2008 Trusts and the 2012 Trust (the true originals remain with Tescher & Spallina who drafted them) – I noticed a copy of the three separate irrevocable trust documents. Again, these would not have caught my eye originally because I would have never guessed that Eliot would claim the trusts were not valid. I only recently had occasion to notice these in looking for the duplicate trust originals for Simon and Shirley. The three Irrevocable Trusts appear to be signed and witnessed on page 17, but the individual pages are not initialed. Again, these were only copies, but now having looked at the originals included in the attached scan, I note (although not a handwriting expert) that the attached copies appear to be absolutely identical to the originals just found in Simon's personal office.

These copies include IRS forms under which Traci Kratish PA, as Trustee appears to have applied for and obtained a Taxpayer ID number for each trust, and obviously she provided these to Simon. Each of the Trust documents is signed by Simon Bernstein, as Settlor, and by Traci Kratish PA as the initial Trustee, and the signatures are witnessed by two people. Simon's is witnessed by Jocelyn Johnson and someone else. I am advised that Jocelyn was an employee of Simon's, as presumably was the second witness and also the initial Trustee, Traci Kratish, who was in house counsel for the companies Simon owned part of.

Although this was long before any involvement on my part, Traci Kratish appears to have been the initial trustee (there is a typo elsewhere naming Steven Greenwald). I do not know Steven Greenwald, but I have confirmed that that these trusts were not created by Tescher & Spallina. If they had been, I'm sure they would have retained the original and given Simon duplicate originals as they did for all of the trust documents for the 2008 and 2012 Trusts they prepared. I do not know if Greenwald prepared these and made a typo leaving his name on a later section, or if Kratish prepared these from a boilerplate Greenwald form and made the typo. Either way, and it does not matter to me, the fact that this was a simple and ordinary typo should be obvious to all.

Eventually, Traci Kratish left the employ as the in-house counsel for the companies. Sometime before or at the time of her leaving, she resigned and appointed someone else, and eventually these trusts accounts along with similar trusts for Simon's other seven grandchildren and much of Simon's personal wealth, were moved to Stanford. After Stanford's collapse amid word that it was a Ponzi scheme -- Simon lost upwards of \$2 million of his own funds in the Ponzi scheme -- Simon directed the transfer of the his and these trust accounts to Oppenheimer. Simon selected Oppenheimer; paid Tescher's firm to do the necessary documents to appoint Oppenheimer as successor trustee; took the documents from Tescher and had them signed by all children, including Eliot and Candice; and returned the documents to Tescher for filing. I presume that Simon paid all of these legal fees, because that is the right thing to do from an estate planning strategy and as a favor to his grandkids. I now have seen copies of the filed Petitions, and again without being a handwriting expert, it certainly looks like Eliot's and Candice's

signature on them, regardless of whether they had ever met Tescher or Spallina before their parents' deaths.

Eliot and Candice reaped the benefits of Oppenheimer's services, and in any event there is no reason to believe that Candice and Eliot did not sign these Petitions for the benefit of their children. If Eliot now suggests that his and his wife's signatures do not appear on the June 2010 Petitions appointing Oppenheimer 2010 allegation, which is highly doubtful just looking at the three sets of signatures, that would mean Eliot is accusing Simon of being a forger. Eliot already is supportive of Bill Stansbury, who accuses Simon of committing a fraud on Stansbury. I would be shocked by any accusation that Simon did not obtain from Eliot and Candice their genuine signatures on the June 2010 Petitions, and particularly shocked that Eliot, who received so much of his father's (and mother's) largesse during their lifetimes, would now malign Simon's name in such a manner.

Anyway, I'm not sure if either of you needs these any longer, but if you do, here they are.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991
505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

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97. Thus, Brian O'Connell, Joielle Foglietta, Alan Rose and Steven Lessne are all Material Fact Witnesses on this Chain of Custody alone which all is critical evidence for this Court as it relates to the production of Valid and Original Trusts and documents at issue and my Cross-Counterclaims and thus Injunctive relief should now issue.

98. Lessne, nor Rose (a Counter Defendant in the Stayed Counter Complaint in the Oppenheimer case), has yet to turn these alleged new documents into the Court and where since the lawsuit was based on other documents filed this would seem to materially affect the whole case.
99. It should be noted that in the days and weeks leading up to this “magical” Discovery by Alan Rose that the O’Connell and Foglietta team had issued substantial billings for communications with Alan Rose³⁷ even though O’Connell had filed an Answer claiming Alan Rose’s client Ted Bernstein was Invalid as a Trustee although the Petition had not been heard.
100. Alan Rose and Brian O’Connell are again tied up as material fact witnesses just a few weeks later when Judge Coates briefly came into the case wherein Alan Rose now “magically” has “Originals” of the Shirley Trust and related documents that he allegedly scanned onto a CD and while his Letter indicates he was “Transferring” this CD to me in person at Court he actually used Brian O’Connell to “pass me” the CD.
101. Rose claims these are “Originals” or “Duplicate Originals” scanned onto the CD but provides No Chain of Custody of how, when, where or why these come into his possession making him a Material Fact Witness on the Chain of Custody of documents. See, Alan Rose Letter of June 4, 2015³⁸. As noted, here is where “Originals” appear to be signed in Different Color Ink from the “Original” Originals and where the *naked human eye* can detect too many identical signatures identically or virtually identically placed in the some place on the documents and too many initials placed in the same place.

³⁷Ciklin/O’Connell Billing Statements

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20MASTER%20O'Connell%20Ciklin%20Fees%20Billing.pdf>

and

Rose and O’Connell billing excerpts from Ciklin bills

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20Rose%20O'Connell%20Legal%20Fees%20Bills%20Excerpts%20In%20Chronological%20Order.pdf>

³⁸ June 04, 2015 Rose Letter Regarding CD of Newly Discovered Estate and Trust documents

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150604%20Rose%20Letter%20with%20CD%20of%20Simon%20Shirley%20Oppenheimer%20Trust%20Will%20Documents.pdf>

102. Yet, on or about August 11, 2015, I physically appeared and went to the O'Connell law office per arrangements with Joielle Foglietta and was directed to some Staff member I will call "Jane Doe" for now, although other records may disclose her name, whereupon I was supposed to be able to finally "view" and "inspect" all of Simon's Business Records, Documents, etc that the O'Connell firm had obtained and am shocked to be placed into a Conference Room with 4 Banker Boxes that were half-full for my father who had been a successful Insurance business person for Decades with multiple bank accounts, corporations, trust companies and tons of other personal records. One of the boxes had allegedly been dropped off by Alan Rose and only had a few miscellaneous "wall hangings" from his Business Office and the other 3 boxes are allegedly what the O'Connell firm had taken out of the St. Andrew's home.
103. Yet these were partially filled boxes and the Jane Doe staff member indicated she had retrieved "everything", "everything" from the St. Andrew's home on or around June 4, 2015 which contradicts what Joielle Foglietta had claimed in March 2015 about taking custody of the Business documents and files and further contradicts what Alan Rose "finds" in May of 2014, thus rendering all of these individuals Material Fact Witnesses on Chain of Custody and possession. Miraculously these documents appear days before Sheriff deputies are contacting Kratish regarding the prior documents and allegations of fraud in the prior documents.
104. This item further ties up Judge Colin, the Palm Beach County Sheriff's Office, Gerry LEWIN, SPALLINA and TESCHER as more intertwined in the fraud.
105. Both Judge Colin and the PBSO are aware that Eliot and his wife Candice have claimed they never signed a Petition that SPALLINA "Witnessed" in 2010 relating to the Trust which

SPALLINA apparently deposited with Colin's court in June of 2010³⁹ and that Colin is alleged to have signed.

106. The Document provided by ROSE as an "original" however, purports to be a Trust signed Sept. 7, 2006 and allegedly witnessed by one Traci Kratish.
107. However, in her statement to the PBSO⁴⁰, Traci Kratish, a lawyer and accountant, says she did not begin work with Eliot's father until Sept. 10, 2006 and was not brought in Pre-Stanford Trust and has no independent recollection of signing this Trust which is further ripe with errors such as referring to Traci Kratish as a "he" instead of "she", having a different trustee Steven Greenwald identified later in the document as the "Trustee," no reference to the law firm who allegedly prepared the Trusts, missing initials on the pages and other obvious errors.
108. Still further, LEWIN prepares and has Tax documents (copies, not Originals) saying the Trust was created on Sept. 1, 2006, not Sept. 7th and further that Stanford was the Trustee from the beginning and not Traci Kratish as alleged by SPALLINA in the June 2010 Petition claiming the Trusts went from Kratish to Stanford and then Oppenheimer with this Petition allegedly signed by Eliot and his wife which they have denied signing or seeing prior to it being produced in the matters to the the PBSO and COLIN and reported as fraud⁴¹.
109. Despite the PBSO and PANZER knowing all the fraud admitted to date and SPALLINA who was not forthcoming in his first interview, PBSO illegally steers this part of the fraud and criminal investigation away from following up with Spallina and the involved parties and

³⁹ July 08, 2010 Alleged Forged Petition for Children's Trusts Oppenheimer @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/Exhibit%20E%2020100619%20Alleged%20Eliot%20Candice%20Petition%20to%20Appoint%20Successor%20Trustee%20Joshua%20Jacob%20and%20Daniel.pdf>

⁴⁰ May 21, 2015 Traci Kratish PBSO Interview statements @ [www.iviewit.tv/Simon and Shirley Estate/Kratish Statements to PBSO.pdf](http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/Kratish%20Statements%20to%20PBSO.pdf)

⁴¹ May 20, 2015 Alan Rose Email Claiming to have found New Trust Documents @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150520%20Alan%20Rose%20Letter%20to%20Eliot%20et%20al%20Regarding%20Oppenheimer%20Trust%20documents%20and%20Tax%20Records%20found.pdf>

attempted to close the case in a rush with admitted felony crimes of Spallina not being prosecuted and thus committing misprision of felony and aiding and abetting the fraud by failure to report the admitted crime to prosecutors and which is currently under a second Internal Affairs review, the first review after Judge Colin interfered with the criminal investigations and had them close the case of Fraud on the Court stating he would handle those and forcing Eliot to IA to have the cases reopened due to the improper interference, which led to subsequent interviews where Spallina confessed to Felony misconduct..

110. By TESCHER SPALLINA Bates⁴² No. TS000815 Spallina falsely writes to Christopher Prindle of Wachovia/Stanford/Oppenheimer/JP Morgan on July 1, 2010 who is intimately involved in the Financial Accounts of Simon Bernstein claiming he has: “**certified Final Orders on Petitions to Appoint Successor Trustee** designating Oppenheimer Trust Company as Successor Trustee of the following trusts: 1. Daniel Bernstein Irrevocable Trust dated September 7, 2006 2. Carly Esther Friedstein Irrevocable Trust dated September 7, 2006 3. Jake Bernstein Irrevocable Trust dated September 7, 2006 4. Max Friedstein Irrevocable Trust dated September 7, 2006 5. Julie Iantoni Irrevocable Trust dated September 7, 2006 6. Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006 “ all as of July 1, 2010.

⁴² Tescher & Spallina Bates Numbered Court Ordered Production

It should be noted that while the documents are bates stamped they were never tendered by Spallina and Tescher to the court and no document originals were tendered to successors despite court order to turn over “ALL” records, whereby all copies of alleged documents in the Tescher and Spallina production are therefore alleged fraudulent and part of an ongoing fraud to cover up and maintain the prior frauds they have been caught in and further continue the frauds.

***FOR ALL FURTHER REFERENCES HEREIN of SPALLINA and TESCHER Bates Stamped Documents please refer to the following link which contains the entire file of Bates stamped documents Total Pages 7,202 with gaps in the bates numbering and search for the Bates numbers listed in this filing.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140602%20PRODUCTION%20OF%20DOCUMENTS%20SIMON%20ESTATE%20BY%20COURT%20ORDER%20TO%20BEN%20BROWN%20CURATOR%20DELIVERED%20BY%20TESCHER%20AND%20SPALLINA.pdf> (File is large and takes time to download)

111. Yet on the same date of July 1, 2010, by TS000831 SPALLINA writes to Margaret Brown at Baker Botts saying:

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Thursday, July 01, 2010 9:14 AM

To: Brown, Margaret

Subject: Bernstein

Dear Margaret - we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

112. The close relationship with SPALLINA and COLIN is shown by the casual manner SPALLINA is simply going to “walk through” over at the Court to get the Orders he has told key Financial person Christopher Prindle he already has in Certified form as of the same date.

113. The alleged Orders do appear to be “Certified” and signed by COLIN but not until July 8, 2010, a week after he tells Prindle these are done by the Court already which SPALLINA writes to Margaret Brown again about on July 8, 2010, see TESCHER SPALLINA PRODUCTION Bates No.TS000829.

114. This pattern and practice of false information even shown by the TESCHER SPALLINA production is further reason to Enjoin and Restrain the parties and the evidence in further aid of this Court’s jurisdiction.

115. Moreover, because there are NO Accountings from TESCHER SPALLINA in the year and half plus of their involvement as fiduciaries (NO accountings in Shirley for FIVE years and INCOMPLETE ACCOUNTING FOR SIMON ONLY RECENTLY TURNED OVER after almost three years after Simon’s Passing) where millions were likely moved between accounts or converted without any accounting, Records and accounts of Christopher Prindle, Stanford, JP Morgan and Oppenheimer should further be enjoined when the Court has proper jurisdiction over these parties.

116. Note that the Curator Ben Brown of the Estate of Simon Bernstein purported to have obtained actual signed Tax returns from the IRS herein for Simon's Estate and quietly died at a young age shortly thereafter upon information and belief before turning them over and according to O'Connell he never received them and immediately ordered new ones immediately after gaining Letters of Administration but still has not received them to the best of my belief and certainly has not turned them over to me as promised.
117. Yet, current PR of the Simon Bernstein Estate Brian O'Connell and Joielle Foglietta of the Ciklin Lubitz Martens & O'Connell law firm have Never obtained or provided any Signed Tax Documents or actual originals in the 18 months in the case yet repeatedly bills the Estate for calls with Alan Rose, including many redacted Billing entries⁴³ and⁴⁴.
118. The 2007-2008 LIC Tax statements where Simon Bernstein was 45 % owner shows 2 consecutive years of revenue exceeding \$30 Million per year and where Renewals on insurance should still be coming in but where TED, ROSE and the PRs claim estates and trusts virtually empty while denying discovery and production⁴⁵, with Simon taking several million dollars in income in just these years prior to his death.
119. Yet, the O'Connell and Foglietta team claim the Estate is out of money and even proceeded to demand a payment of \$750 approximately from myself to obtain copies of the bare records in 3 partially filled boxes the PRs have obtained to date that they stated copies would be ready for me to pick up when I went to their offices and were not, then later when I was forced to

⁴³ Alan B. Rose and Brian O'Connell Billing Excerpts from Ciklin Lubitz Martens & O'Connell Bills @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20Rose%20O'Connell%20Legal%20Fees%20Bills%20Excerpts%20In%20Chronological%20Order.pdf>

⁴⁴ O'CONNELL and Ciklin Lubitz Martens & O'Connell Billing Statements @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20MASTER%20O'Connell%20Ciklin%20Fees%20Billing.pdf>

⁴⁵ 2007-2008 Unsigned Tax Returns LIC prepared by Gerald Lewin CPA <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/tax%20returns%202007%202008%20LIC.pdf>

repeatedly ask for them to be sent they changed their tune demanding payment for the meager records they had obtained and further *have repeatedly denied access to even visually Inspect the alleged Storage unit where all the TPP allegedly is.*

120. As will be shown later herein, Millions remain Unaccounted for in the cases further justifying an Injunction at this time.

“Orchestration” of the “One-day” “Validity” Trial by the Fiduciaries, Lawyers and Judge

Phillips

121. Despite this tortured background, the licensed attorneys O’Connell, Foglietta, Rose and Feaman allow matters to proceed along course to a “one-day” Validity Trial with Judge Phillips held Dec. 15, 2015.

122. In the weeks before this, Creditor attorney Peter Feaman expressly stated in a phone call with myself, William Stansbury and others that there was a deliberate “conspiracy” against me by the parties with money and connections or words to that effect.

123. Attorney Peter Feaman also acknowledged that Florida Courts do have traditional Pre-Trial and Trial procedures, none of which were followed.

124. No pre-trial Discovery compliance was ever determined, no Pre-trial Depositions were determined, and I was provided no Due Process opportunity to speak about the Necessary Witnesses that should be at Trial which would make the Trial go beyond one day and the importance of having the hearings to remove Ted first to determine if he would even be able to conduct validity hearings, especially where there was document fraud with the documents being validated committed by his attorneys representing him as fiduciary and where the fraud directly benefited Ted’s family, slight conflicts that should have forced Ted from holding the hearings. Ted also being considered Predeceased for ALL PURPOSES OF DISPOSITION OF THE

SHIRLEY TRUST certainly could not hold a validity hearing as it regards disposition of the trust. Yet, Phillips refused both Feaman and my request to have that hearing first.

125. Creditor Attorney Peter Feaman had previously in August of 2014 written a specific letter to Brian O'Connell indicating he had an "absolute duty" to take up the baton to remove Ted Bernstein noting the waste of assets, lack of accountings, conflicts of interest and other items, although attorney Feaman would take no action to prevent or participate in the "Validity Trial" despite the fact that the only 2 Witnesses that were called, Robert Spallina and Ted Bernstein (both involved in the Fraudulent Documents submitted to the court and others) were Both parties that Creditor William Stansbury had sued although that case was before a separate Judge.

126. Despite the Fraud shown with Colin who should be a Material fact witness and should have disqualified once he knew there was Fraud Upon His Court and he was involved in the matters, Feaman took no action to assert and re-argue if necessary Stansbury's "standing" which had been denied in the case by Colin although Stansbury was "in the case" for purposes of Paying for the Illinois litigation before Your Honor which all appears to be part of "orchestration" where Stansbury and Feaman are "in" on some issues but not in on others.

127. Feaman had "confirmed" that O'Connell as the PR was going to Participate at the one day Validity Trial as O'Connell had filed an Answer to remove Ted Bernstein at Trial as an Invalid Trustee yet "at the last minute" it was announced O'Connell and Ted Bernstein's attorney Alan Rose had some form of "consultation" deal where it was decided O'Connell would not participate in the Validity Trial despite the fact that his Office had been Billing the Estate for nearly 2 years based upon Ted as Trustee including many billings with Alan Rose on behalf of

Ted Bernstein all of which is compromised if a proper Trial showed the documents to be invalid and/or Ted Bernstein should be removed.

128. When Feaman brought O'Connell into the cases after being denied standing to remove Ted, Feaman had Eliot withdraw a hearing to remove Ted that day telling him that he spoke to O'Connell and O'Connell would file the motion Feaman filed that was denied for standing and that I would have a much better chance of success with O'Connell filing. To this date, despite being given Feaman's filing to put his name on and repeatedly stating he would file it, O'Connell has failed to file despite knowing Ted is "not a validly serving Trustee" or in other words that Ted and Alan are committing a Fraud knowing Ted cannot be Trustee but pulling yet another Fraud on the Court and Fraud on the Beneficiaries and Creditor.

129. Thus, the Estate of Simon Bernstein was Unrepresented and did not participate in the Phillips "Validity" Trial of the Simon documents and where the Governor Rick Scott's office already found defects in the notarizations of Simon's Estate and Trust documents that O'Connell was made aware of prior and where if they were not validated as Rose wanted them, O'Connell could have been knocked out and Stansbury could have become the Successor as was the case only a few weeks before Simon died when allegedly new improperly notarized documents are said to have been signed.

130. Alan Rose was motioned by my counsel Candice Schwager of Texas who was seeking to come into Florida pro hac vice⁴⁶ for a 30 day Continuance⁴⁷ and to get the Documents necessary to be able to represent my children properly and determine if any conflicts existed that prevented her

⁴⁶December 12, 2015 Candice Schwager Pro Hac Vice Letter to Court and Alan Rose, Esq.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf>

⁴⁷20151215 Motion for Stay
[http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20St](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf)

from representing both myself and my children but both Rose and Judge Phillips denied the continuance and denied her access to documents⁴⁸ leaving my children unrepresented at the Validity “trial” as well.

131. The notice and motion further indicated Alan Rose should be Disqualified as a Material fact witness for the reasons set out above.

132. Thus the Trial was orchestrated so no Attorneys were present to Cross-examine the only 2 Witnesses produced by Ted Bernstein and Alan Rose being Robert Spallina and Ted Bernstein himself.

133. It is noted that there were no Pre-Trial Depositions allowed of Robert Spallina or Ted Bernstein and thus acting Pro Se I did all I could do at the Trial which still revealed remarkable information and confessions of new crimes, including federal mail fraud by Spallina, who also violated his SEC consent order by misrepresenting his SEC consent deal and further misrepresented his standing with the Florida Bar as the record reflects. Spallina also admitted to using a deceased Simon acting as PR to close Shirley’s Estate and depositing further fraudulent documents with the court, while admitting he had not to that date told anyone about these crimes, while Phillips ignored all these admissions and since has done nothing to notify proper authorities of these new and damning admissions of crimes and violations of SEC consent orders, despite repeated requests by myself for him to do so.

134. It is further noted that no Inspection or Comparison of the “duplicate” and other alleged “originals” was allowed pre-trial or during trial as these Documents and evidence simply were

⁴⁸January 06, 2016 Alan Rose, Esq. Letter to Attorney for Minor Children and Eliot denying access to file or even to speak despite her being retained counsel in need of documents to evaluate cases. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Rose%20Denying%20to%20talk%20or%20give%20information%20to%20Attorney%20Schwager.pdf>

not produced or made available at the hearing for inspection and have never been forensically examined.

135. It is respectfully asserted to this Court that not only would proper production and Discovery be reflective of actual value and worth of assets at stake, but further relevant to Undue influence and pressures that were on Simon Bernstein at all relevant times herein. The potential for undue influence should have been clear just by the April 9, 2012 fraudulent Petition for Discharge allegedly signed by Simon on this date and Witnessed by Spallina since if this is Simon's signature he absolutely knew the Waivers referenced in the Petition had not even been received by some of the parties by this date much less Signed and returned and signing such a document falsely would have been totally out of character and practice for the decades he had been in business. This Court should now issue an Injunction.

No Concern for Original Documents, Rose, Spallina, Ted Bernstein or Judge Phillips

136. I believe the following passage from the Validity "Trial" makes clear that an Injunction should issue since no one seems to know where the Originals are, and the many Duplicate originals and Ted Bernstein claims to have only seen "copies" of the Trusts although it is noted for this US District Court there are other Trusts that are referenced in the produced Trusts where copies have been provided that not only were the other referenced Trusts never "Served" with Process for the Validity hearing but these referenced Trusts have never been produced to this day such as:

Page 137 of linked PDF document @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

Transcript Page 121

Spallina Witness - Eliot Cross Examining

4. . . . Q. . Okay. . In the chain of custody of these

5. . documents, you stated that there were three copies made?

6 . . . A. . Yes.
7 . . . Q. . Do you have those three original trust copies
8 . here?
9 . . . A. . I do not.
10 MR. BERNSTEIN: . Does anybody?
11 THE COURT: . Do you have any other questions of
12 . . . the witness?
13 MR. BERNSTEIN: . Yeah. . I wanted to ask him
14 . . . some questions on the original documents.
15 THE COURT: . Okay. . Keep going.
16 . BY MR. BERNSTEIN:
17 . . . Q. . Okay. . So the original documents aren't in the
18 . court?
19 . . . A. . I don't have them.
20 . . . Q. . Your firm is not in possession of any of the
21 . original documents?
22 . . . A. . I'm not sure. . I'm not at the firm anymore.
23 . . . Q. . When you left the firm, were there documents
24 . still at the firm?
25 . . . A. . Yes, there were.

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-1- Q. . Were you ordered by the court to turn those
2 . documents over to the curator, Benjamin Brown?
3 . . . A. . I don't recall.
4 MR. ROSE: . Objection. . Can he clarify the
5 . . . question, which documents? . Because I believe the
6 . . . curator was for the estate, and the original will
7 . . . was already in file, and the curator would have no
8 . . . interest in the trust --
9 THE COURT: . Which documents? . When you say
10 . . . "those documents," which ones are you referring to?
11 MR. BERNSTEIN: . Any of the trusts and estate
12 . . . documents.
13 THE COURT: . Okay. . That's been clarified.
14 You can answer, if you can.
15 THE WITNESS: . I believe that he was given -- I
16 . . . believe all the documents were copied by
17 . . . Mr. Pollock's office, and that he was given some
18 . . . type of zip drive with everything. . I'm not sure,
19 . . . though. . I couldn't --
20 . BY MR. BERNSTEIN:
21 . . . Q. . Did the zip drive contain the original
22 . documents?
23 . . . A. . Did not. . I believe the original documents
24 . came back to our office. . Having said that, we would
25 . only have -- when we made and had the client execute

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1 three documents, two originals of those documents would
2 remain with the client, and then we would keep one
3 original in our file, except -- including, most of the
4 time, the original will, which we put in our safe
5 deposit box. So we would have one original of every
6 document that they had executed, including the original
7 will, and they would keep two originals of everything,
8 except for the will, which we would give them conformed
9 copies of, because there was only one original will.
10 Q. Okay. I asked a specific question. Did your
11 firm, after the court order of Martin Colin, retain
12 documents, original documents?
13 MR. ROSE: Objection. Sorry. I should have
14 let him finish.
15 MR. BERNSTEIN: -- original documents?
16 THE WITNESS: I believe --
17 MR. ROSE: Relevance and misstates the --
18 there's no such order.
19 THE COURT: Well, the question is, Did your
20 firm retain the original documents?
21 Is that the question?
22 MR. BERNSTEIN: Yes, sir.
23 THE COURT: Overruled.
24 Answer, please.
25 THE WITNESS: I believe we had original

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1 documents.
2 BY MR. BERNSTEIN:
3 Q. After the date you were court ordered to
4 produce them to the curator?
5 MR. ROSE: Object -- that's the part I object
6 to.
7 THE COURT: Sustained.
8 MR. BERNSTEIN: Okay.
9 BY MR. BERNSTEIN:
10 Q. To your knowledge -- so, to your knowledge,
11 the documents can't all be here since they may be at
12 your firm today?
13 A. I don't practice at the firm anymore, so I'm
14 not sure where the documents are.
15 Q. Okay. And you said you made copies of all the
16 documents that you turned over to the curator? Did you
17 turn over any original documents as ordered by the
18 court?
19 MR. ROSE: Objection. Same objection.
20 There's no court order requiring an original

21. . . . document be turned over.
22.THE COURT: What order are you referring to?
23.MR. BERNSTEIN: Judge Colin ordered when they
24. . . . resigned due to the fraudulent alteration of the
25. . . . documents that they turn over –

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1.THE COURT: I just said, what order are you
2. . . . referring to?
3.MR. BERNSTEIN: It's an order Judge Colin
4. . . . ordered.
5.THE COURT: All right. Well, produce that
6. . . . order so I can see it, because Judge Colton's [sic]
7. . . . been retired for six or seven years.
8.MR. BERNSTEIN: Okay. I don't have it with
9. . . . me, but...
10.THE COURT: Well, Judge Colton's a retired
11. . . . judge. He may have served in some other capacity,
12. . . . but he doesn't enter orders, unless he's sitting as
13. . . . a replacement judge. And that's why I'll need to
14. . . . see the order you're talking about, so I'll know if
15. . . . he's doing that. Okay. Thanks. Next question.
16. BY MR. BERNSTEIN:
17. . . . Q. Okay. Has anyone, to the best of your
18. knowledge, seen the originals while you were in custody
19. of them?
20. . . . A. Yes.
21. . . . Q. Okay. Who?
22. . . . A. I believe Ken Pollock's firm was -- Ken
23. Pollock's firm was the firm that took the documents for
24. purposes of copying them.
25. . . . Q. Did anybody ask you, refer copies to inspect

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1. the documents?
2. . . . A. Other than Ken Pollock's office, I don't
3. recall.
4. . . . Q. Did I ask you?
5. . . . A. Perhaps you did.

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14. . . . Q. But it does say on the document that the
15. original will's in your safe, correct?
16. . . . A. For your mother's document, it showed that.
17. . . . Q. Oh, for my father's -- where are the originals
18. of my father's?
19. . . . A. Your father's original will was deposited in
20. the court. As was your mother's.

21. . . . Q. . How many copies of it were there that were
22. . original?
23. . . . A. . Only one original. I think Mr. Rose had
24. . stated on the record that he requested a copy from the
25. . clerk of the court of your father's original will, to

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1. . make a copy of it.
2. . . . Q. . Certified?
3. . . . A. . I'm not sure if he said it was certified or
4. . not.

TED BERNSTEIN WITNESS - ELIOT BERNSTEIN CROSS EXAM

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23. MR. BERNSTEIN: . Yeah.
24. . BY MR. BERNSTEIN:
25. . . . Q. . Have you seen the original will and trust of

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1. . your mother's?
2. . . . A. . Can you define original for me?
3. . . . Q. . The original.
4. . . . A. . The one that's filed in the court?
5. . . . Q. . Original will or the trust.
6. . . . A. . I've seen copies of the trusts.
7. . . . Q. . Have you done anything to have any of the
8. . documents authenticated since learning that your
9. . attorneys had committed fraud in altering dispositive
10. . documents that you were in custody of?
11. MR. ROSE: . Objection. . Relevance.
12. THE COURT: . Overruled.
13. THE WITNESS: . I have not.
14. . BY MR. BERNSTEIN:
15. . . . Q. . So you as the trustee have taken no steps to
16. . validate these documents; is that correct?
17. . . . A. . Correct.
18. . . . Q. . Why is that?
19. . . . A. . I'm not an expert on the validity of
20. . documents.
21. . . . Q. . Did you contract a forensic analyst?
22. . . . A. . I'm retained by counsel, and I've got counsel
23. . retained for all of this. So I'm not an expert on the
24. . validity of the documents.
25. . . . Q. . You're the fiduciary. You're the trustee.

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·1· You're the guy in charge. You're the guy who hires your
·2· counsel. You tell them what to do.
·3· So you found out that your former attorneys
·4· committed fraud. And my question is simple. Did you do
·5· anything, Ted Bernstein, to validate these documents,
·6· the originals?
·7· THE COURT: That's already been answered in
·8· . . . the negative. I wrote it down. Let's keep going.
·9· MR. BERNSTEIN: Okay.
10· BY MR. BERNSTEIN:
11· . . . Q. As you sit here today, if the documents in
12· your mother's -- in the estates aren't validated and
13· certain documents are thrown out if the judge rules them
14· not valid, will you or your family gain or lose any
15· benefit in any scenario?
16· . . . A. Can you repeat that for me, please? I'm not
17· sure I'm understanding.
18· . . . Q. If the judge invalidates some of the documents
19· here today, will you personally lose money, interest in
20· the estates and trusts as the trustee, your family, you?
21· . . . A. I will not.
22· . . . Q. Your family?
23· . . . A. My -- my children will.
24· . . . Q. So that's your family?
25· . . . A. Yes.

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·1· . . . Q. Okay. So do you find that as a fiduciary to
·2· be a conflict?
·3· MR. ROSE: Objection.
·4· THE WITNESS: No.
·5· MR. ROSE: I think it calls for a legal
·6· . . . conclusion.
·7· THE COURT: Sustained.

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21· . . . Q. Did you ever have access to the original will
22· of your father or mother that were in the Tescher &
23· Spallina vaults?
24· . . . A. I have no access, no.
25· . . . Q. Did you ever have access to the original

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·1· copies of the trusts that Mr. Spallina testified were
·2· sitting in their firm's file cabinets or vaults?
·3· . . . A. I did not.
·4· . . . Q. Now, did you find in your father's possessions
·5· the duplicate originals of the trusts of him and your

- 6· ·mother that we've talked about?
- 7· ··· A· ·I did.
- 8· ··· Q· ·And do you have any reason to believe that
- 9· ·they aren't valid, genuine and signed by your father on
- 10· ·the day that he -- your father and your mother on the
- 11· ·days that it says they signed them?
- 12· ··· A· ·None whatsoever.

Predetermined Trial, Missing Witnesses, Missing Originals and Discovery:

137. Trial Transcript makes it crystal clear the Result of the “Trial” was predetermined by Phillips as alleged in post-trial motions⁴⁹ and motions for Disqualification⁵⁰.
138. Missing Witnesses include Traci Kratish who gives contradictory statements to the Palm Beach Sheriff's from the alleged Oppenheimer Trusts produced by Alan Rose and Steven Lessne and further contradicting filed documents by Robert Spallina in 2010 which are claimed as frauds, see above. Kratish is allegedly also a Witness to certain operative Trusts/Wills/Instruments so an adverse inference against the core parties and in favor of this Petition should be drawn by the failure to produce Traci Kratish at the alleged Validity trial.
139. Phillips made it clear, however, that he was not going to go beyond his “one day” trial thus fully prejudging the case and denies me from calling Alan Rose as a witness with 11 minutes remaining despite his direct involvement in the break of the chain of custody of dispositive documents and more and where Rose is also a served Counter Defendant in the Counter Complaint⁵¹ stayed by Colin in the Shirley Trust case and where Colin is also listed as a Material and Fact Witness and Potential Counter Defendant in the Party Heading in the case.

⁴⁹ December 31, 2015 Motion for New Trial Stay Injunction
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151231%20FINAL%20ESIGNED%20MOTION%20FOR%20NEW%20TRIAL%20STAY%20INJUNCTION%20PHILLIPS%20ECF%20STAMPED%20COPY.pdf>

⁵⁰ December 28, 2015 2nd Petition for Disqualification of Phillips
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015,%202015%20ECF%20STAMPED%20COPY.pdf>

⁵¹ September 02, 2014 Stayed Counter Complaint

140. Other missing witnesses include: Kimberly Moran (arrested for 6 Fraudulent Notarizations and Admitted to 6 Forgeries of Estate documents), Lindsay Baxley aka Lindsay Giles, Diana Banks and others, who were all parties to various of the Estate and Trust documents.

141. According to Peter Feaman and William Stansbury, Donald Tescher was “seen” at the Courthouse on Trial day but never called as a Witness.

142. Spallina admits under oath at the hearing to having worked with Alan Rose in preparation for the trial.

·3· ·BY MR. BERNSTEIN:
·4· · . . . Q· ·Okay· ·How many times have you spoken with
·5· ·Alan Rose in the last three months?
·6· · . . . A· ·Twice.
·7· · . . . Q· ·Did you prepare for this hearing in any way
·8· ·with Alan Rose?
·9· · . . . A· ·I did.
10· · . . . Q· ·Okay· ·Was that the two times you spoke to
11· ·him?
12· · . . . A· ·Yes.
13· · . . . Q· ·Do you see any other of the parties that would
14· ·be necessary to validate these trust documents in the
15· ·court today?
16· · . . . ·MR. ROSE:· ·Objection· ·Cumulative.
17· · . . . ·THE COURT:· ·Sustained.

December 15, 2015 Hearing Transcript Page 149⁵²

, See Post-Trial Motions and Disqualifications of Judge Phillips; see pending 4th DCA Writ of Prohibition appealing Original Phillips Denial of Disqualification⁵³;

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140902%20Final%20Signed%20Printed%20Counter%20Complaint%20Trustee%20Construction%20Lawsuit%20ECF%20Filing%20Copy.pdf>

⁵² December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

⁵³

Tescher-Spallina Prosecuted by the SEC, yet Phillips, Rose, O'Connell, Foglietta, Ted

Bernstein have left critical Originals, documents and evidence in their possession, thus this

Court must now act:

143. Other new evidence and facts have emerged during the relevant time this federal action has been waiting to come back on the calendar where the Estate Planning attorneys for my now deceased parents Simon and Shirley Bernstein, being attorneys Tescher & Spallina of Boca Raton, have been charged by the SEC with violations of federal Insider Trading and breaches of fiduciary duties to other clients and now entered into formal Consent Orders with the SEC⁵⁴, and yet the involved judicial actors of the Florida Probate Courts, attorney Alan Rose, Ted Bernstein, and the PR attorneys Brian O'Connell and Joielle Foglietta for the Simon Bernstein Estate have permitted years of "ORIGINAL" documents and business records relevant to this action to remain in the possession of Tescher and Spallina despite their being Court Ordered approximately 2 years ago to turn over "ALL"⁵⁵ records upon their removal after admitting to fraudulently creating a Shirley Trust, thus creating an imminent danger that further vital Original documents and evidence relevant to this federal action will also go "permanently lost" or be destroyed further justifying the need for an immediate injunction herein.

⁵⁴ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"

<http://www.sec.gov/news/pressrelease/2015-213.html>

AND

September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @

<http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

AND

October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tesch%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

⁵⁵ February 18, 2014 Order Demanding ALL TESCHER and SPALLINA records be turned over to the Replacement Curator Benjamin Brown

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

144. As this Court may recall from the Summary Judgment filings herein, attorney Robert Spallina sought to have the proceeds of the alleged “lost” Life Insurance Policy paid to his office by signing a Death Benefit Claim as the Trustee of a Trust also “lost” and which he claims in testimony and other parole evidence obtained that he had nothing to with the trust or insurance policy, including stating this in his recent testimony at the Validity hearing and further he was being addressed in communications over several months by Heritage Union Life Insurance as “Trustee” of the “La Salle Trust” and yet the parties kept LaSalle out of this federal case where Financial Disclosures of Florida Probate Judge Martin Colin now publicly available due to the Palm Beach Post Investigative series show Judge Colin has had an ongoing financial business relationship with La Salle for all relevant years and yet never Disclosed this on the record despite knowing and having actual knowledge that La Salle was a Defendant in a counter-complaint⁵⁶ filed by myself in his Court as of July, 2014 in relation to an Oppenheimer Trust instigated lawsuit against Eliot’s children that Colin immediately stayed⁵⁷ despite knowing of the conflict this represented as a potential Counter Defendant and as a Material and Fact Witness to certain fraud in and on and by his court.

145. This Court must now act and use its Injunctive powers over the parties currently within its jurisdiction to restrain. obtain, produce and preserve the critical evidence, documents and records and Discovery necessary from all parties including the probate court files in aid of it’s own jurisdiction.

Ted Bernstein and Alan Rose involved with New Fraud Company to hide Ownership of Assets at 7020 Lions Head Lane, Boca Raton, FL ; Further Need for Injunctive Relief

⁵⁶ July 30, 2014 Answer and Counter Complaint Oppenheimer lawsuit v Eliot Minor Children
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140730%20FINAL%20SIGNED%20PRINTED%20Answer%20and%20Counter%20Oppenheimer.pdf>

⁵⁷ August 06, 2014 Oppenheimer Counter Complaint
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140806%20REFILED%2020140730%20PRINTED%20SIGNED%20ECF%20STAMPED%20Counter%20Complaint%20Oppenheimer%20Lawsuit-2.pdf>

146. On Feb. 18, 2016 I had a personal conversation with one Leilani Ochoada of Orlando, Florida after discovering information at the Florida Secretary of State website www.sunbiz.org regarding a false company set up as 7020 Lions Head Land Trust, Inc., shown on a Deed purportedly signed and transferred by Ted Bernstein of the property at 7020 Lions Head Lane, Boca Raton which was my parent's St. Andrews home. See, Deed signed by Ted Bernstein and Alan Rose⁵⁸.
147. The sunbiz.org website showed this 7020 Lions Head Land Trust, Inc. company had a False and Inactive (Dissolved) company listed as it's Registered Agent which according to Melanie Sellers at the Florida Division of Corporations should not have made it through the Secretary of State's Office to be filed as the Registered Agent must be a valid and active company. See Document Number P15000049545 filed 6/4/15 which is the reference number on the Lions Head Land Trust Inc. filing. See Document Number P15000049545⁵⁹
148. The Registered Agent is listed as ISL, Inc. with an address at 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 which is also the address listed as the Principal Place of Business for Lions Head Land Trust, Inc.
149. According to www.sunbiz.org the ISL, Inc. company listed as Registered Agent by Lions Head Land Trust Inc. has been INACTIVE and Dissolved since 1997 according to Secretary of State Document Number P96000079975 and this has been confirmed by staff at the Division of

⁵⁸ DEED

www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf

⁵⁹ www.iviewit.tv/DocumentP15000049545Articles.pdf - Articles of Incorporation

www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf - Detail of Corp

Corporations who were initiating inquiry and investigation. See, Document Number P96000079975⁶⁰

150. Upon information and belief, the actual licensed business at 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 is Incorporating Services, LTD and the person at phone number (850) 656-7956 says there is no ISL, Inc. at that address and no company like Lions Head Land Trust, Inc. has principal offices at the 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 address.
151. Upon speaking to Leilani Ochoada who is listed as the “Incorporator” of Lions Head Land Trust, Inc., using an Address on the Articles of Incorporation as 7020 Lions Head Lane Boca Raton, Fl 33496 Leilani says she will come forward with an Affidavit for federal and state court and Investigators as follows upon information and belief: 1) She has no knowledge of Lions Head Land Trust, Inc. at all ; 2) She never authorized anyone to use her name as an Incorporator; 3) Until Feb. 18th 2016 had no knowledge any entity was incorporated by filings at the Fla Secretary of State under her name and had no involvement with any land transaction involving 7020 Lions Head Lane, Boca Raton, F; 4) She initially believed it was some form of identity theft when she got the call and looked into it further; 5) She never lived at any Boca Raton, Fl address in general and never at 7020 Lions Head Land Trust Inc. and is from Orlando, Fl; 6) She found out an attorney that had an Office building where her company rented space in Orlando used her name as this Incorporator without permission and never knew about any land deal with Mitch Huhem/ Laurence Pino or anything related to this property with Laurence Pino being the attorney who apparently did this expressly stating he was trying to hide Mitch Huhem from the public record as part of this transaction; 7) She knew absolutely nothing about the Articles of Incorporation and the addresses and companies named there using her name; 8)

⁶⁰ www.iviewit.tv/DocumentP96000079975.pdf - Details of Corp

Attorney Laurence Pino never had Leilani's permission to incorporate any entity using her name as an Incorporator either by signed document or Electronically ; 9) Pino has not been able to produce any written document that she allegedly signed with his office; 10) Pino's Exec Assistant Cathy can not find Any document signed by Leilani after reviewing the files supporting Leilani's version of the events that she had no knowledge and no involvement.

152. Thus, Ted Bernstein and Attorney Alan Rose knew and had to know by the most basic due diligence reviewing the company's data of Lion Head Land Trust, Inc. as the alleged "buyer" in this Real Estate transaction which was never approved or authorized by myself that the Company was False and Fraudulent as Ted Bernstein and Alan Rose knew and had to know Leilani Ochoada had never met them before and surely did not have an address at 7020 Lions Head Lane, Boca Raton Fl 33467 and thus Ted and Alan are again in the middle of fraud this time in a direct manner to SECRET away and HIDE ASSETS and this Court must now use its Injunctive powers herein.

153. This US District Court clearly has jurisdiction over Ted Bernstein and Alan Rose has "appeared" in the federal case as Attorney for Ted Bernstein at a Deposition and thus this Court should also have proper power under the All Writs Act and Anti Injunction Act to reach Alan Rose as well until such time he is formally served with a Summons and Amended Complaint where he is among several parties I am seeking to add to this action herein and should now be enjoined until further Order of this Court from all actions on behalf of Ted Bernstein and related to the matters herein.

Sharp, Fraudulent practices and Abuse of Process, sham hearings, Alan Rose, Steven Lessnee, Judge Phillips wherein this Court should at least Temporarily Enjoin proceedings before Judge Phillips specifically including a Thursday, Feb. 25, 2016 proceeding this week at 3:15 PM EST until further Order of this Court:

In addition to the grounds set forth above where Alan Rose and Steven Lessne both should be Disqualified from representation as Material fact witnesses in the Stanford-Oppenheimer-JP Morgan Trust documents involving Gerald Lewin, Traci Kratish and others, both attorneys have engaged in Sharp and abusive practices by:

1. filing motions with minimal Notice during times I have Noticed as Unavailable for medical reasons;
2. seeking to hear at 5 Minute UMC Motion dates complex matters knowingly requiring Hearings;
3. seeking to have Ordered at such Motion dates hundreds of thousands of dollars in attorneys fees without providing ANY Billing statements;
4. Falsely presenting to the Florida Courts knowing misrepresentations of claimed Injunctions against me by SDNY Judge Shira Scheindlin and directly misrepresenting the truth and actual language;
5. pursuing Guardianship as a retaliatory tool against seeking truth and disclosure and justice.

This Court should now Enjoin and Restrain Alan Rose who is under this Court's jurisdiction as having appeared in a federal court deposition for Ted Bernstein who is under the Court's jurisdiction, or at least enjoining Ted Bernstein and the Probate Court of Judge Phillips at least temporarily.

“Side-Deals” and “Agreements” Thwarting and Impairing this Court’s Jurisdiction

It is expressly known that “some form” of side deal - agreement is in place where somehow Creditor William Stansbury has some “settlement” with Ted Bernstein yet the terms are completely unknown and should be fully disclosed and while William Stansbury has been very helpful to myself and my family in many ways the actions of his attorney Peter Feaman in not pursuing avenues of relief combined with the orchestrated actions of O’Connell and Rose demand this Court exercise it’s injunctive and inherent powers to determine how such off record agreements are manipulating the integrity of both federal and state proceedings and the court should further act upon and resolve the conflicts of interests of the attorneys and for those not under the Court’s jurisdiction I pray for leave to Amend to add parties and claims herein.

Piece-Meal Documentary Proof of “Missing Millions” and “Missing Files-Records”

154. While it is presently unknown to Eliot when COLIN first gained knowledge of the sizable holdings of Simon and Shirley Bernstein or when COLIN first had involvement in Bernstein family matters inside or outside the Courthouse, Court records and documentary evidence show COLIN becoming involved in both the Estate cases of Shirley and Simon Bernstein in at least

2010 for Shirley Bernstein and 2012 for Simon Bernstein when he took over his Estate case from FRENCH.

155. From the minimal records and Discovery obtained by Eliot via Court Ordered Production of Tescher & Spallina, PA upon their removal, Simon Bernstein had assets and holdings of over \$13 Million plus in Investments Accounts, Private Banking Accounts, checking accounts, retirement accounts etc since 2008 when Tescher & Spallina, PA, TESCHER and SPALLINA were doing Estate Family Planning for Simon and Shirley Bernstein plus over \$5 Million in real estate based upon Listings of the properties weeks prior to Simon's passing.
156. That the Tescher & Spallina PA, production documents which are Not Originals are not transferred to the replacement Curator, Benjamin Brown, Esq. until on or about June 02, 2014, nearly a year after Eliot first reported to the COLIN court that Fraud Upon the Court had taken place and approximately nine months since the September 13, 2013 hearing before COLIN where he had admissions from the lawyers and fiduciaries that Fraudulent Documents had been submitted to the Court by Tescher & Spallina PA.
157. The failure of COLIN to seize the records of all parties involved that committed Fraud Upon his court allowed the parties involved to begin to prepare further alleged fraudulent documents to attempt to cover up for the crimes exposed in Eliot's May 2013 pleading, subsequent pleadings and criminal complaints they were then being investigated in.
158. TESCHER and SPALLINA's production lacks all of the following;
- a. Historical and present Bank and other Financial Institutions statements for the multitude of Simon's Personal and Financial Accounts,
 - b. Post Mortem Personal and Corporate Mail,
 - c. Mail from time periods prior to Simon's passing,

- d. Historical and current Business Records of Simon's,
- e. Historical and current Insurance records i.e. Homeowners, Jewelry, Auto, Business, etc.,
- f. Historical and current Corporate Records for any of the many companies Simon owned,
- g. Historical Signed Tax Returns, personal and corporate, for any years,
- h. Computer Data and Drives both personal and corporate, and,
- i. Tescher and Spallina despite Court Order to turn over records to Curator retained Original Dispositive Documents and all original documents, as what was tendered to the Curator had only one original alleged Promissory Note for Eliot's children's home that was never filed with the courts.

159. What was left upon inspection by Eliot at O'Connell's office of Simon's personal and corporate records was 3 bankers boxes of files each only partially filled, for a man who ran multiple businesses, had multiple financial institution accounts and more. On information and belief, despite O'Connell having a court order to inspect Simon's offices with Eliot present, they failed to ever inventory Simon's office prior to TED's eviction and despite Eliot being allowed to be present at any inventory of the office, Eliot was never contacted to appear.

160. That O'Connell was supposed to have inventories all of Simon's home business records done by a professional appraiser and turn that appraisal over to Eliot and while the appraiser did come to Simon's house to reinventory as court ordered, he failed to provide an inventory of the records.

161. After O'Connell inventorying, Rose enters home for lighting issue and alleges to have discovered and then removed documents and trust documents included from the home, despite that he had no legal authority to remove any properties of the Estate of Simon.

162. Where the Tescher & Spallina, PA production documents referenced herein are alleged to be part of an attempt to cover up crimes and are virtually all alleged to be fraudulent and not at all

representative of the law firm files of Simon Bernstein or the files that became part of Simon and Shirley's Estates. There was only 1 original document sent, not even the original dispositive documents were tendered to the Successor, no historical banking, tax or other business records and there was virtually no mail from the time of Simon's death included in the production.

163. From Tescher & Spallina, PA Production, Bates Doc. No. TS001503-TS001506, by Letter dated June 25, 2013 from Grant Thornton, under Primary Express Account 309513, Payee Bernstein Family Investments LLP, regarding a claim against Stanford Bank International Limited ("the Company"), **a Claim was allowed for \$1,062,734.50 in the Antiguan Estate. The Letter references that there may be "more letters of notification in order to incorporate all CDs." Where the CD's my father held on information and belief were only a small fraction, one to two percent of his holdings.**
164. However, by Tescher & Spallina, PA Bates Doc. No. TS003734 the STANFORD Simon & Shirley Bernstein Valuations as of 5/28/2008 reflect a Net Worth for that Statement at \$6, 928,933.52 (Million) with \$839,362.12 in Cash Available.
165. From Tescher & Spallina, PA Production, Bates Doc. No. TS004808 by Statement dated Aug. 31, 2012 (two weeks before Simon's death) in the Wilmington Trust Investment Details for 088949-000 Simon L. Bernstein Irrev TR the Grand Total \$2,829,961.66, thus this nearly \$3 Million remains wholly Unaccounted for and according to William Stansbury this value may be doubled to Over \$6 Million when Shirley Bernstein's 49% of this account is factored in, which also remains Unaccounted for.

166. From Tescher & Spallina, PA Production already exhibited herein TED allegedly settled Simon's \$2,000,000.00 of CD's with Stanford with Grant Thornton for \$1,062,734.50. There is no complete accounting.
167. From Tescher & Spallina, PA Bates Doc. No. TS005459 Simon Bernstein BankOne checking activity Acct MI/FL/Ga Checking XXXX7231 \$67,402.08 was the available Balance in that account as of 10/15/12 just after Simon Bernstein's passing with \$109,456.67 available as of Sept. 7, 2012 just a short time before his passing for that account.
168. By **Tescher & Spallina, PA Bates Doc. No. TS005478 JP Morgan Bernstein Family Investment LLP Acct. W32635000 showed \$1,872,810.91 for a 49.5% interest in the total Market Value with Accruals with \$807,289.79 Cash included for Statement covering 8/1/12-8/31/12 just weeks before Simon Bernstein's passing.**
169. By Tescher & Spallina, PA Bates Doc. No. TS004765 JP Morgan Simon Bernstein Account No. 000000849197231 showing Total Payments & Transfers of \$97,793.74 for the period 8/10/12 to 9/12/12 up to Simon's passing.
170. By Tescher & Spallina, PA Bates Doc. No. TS004820 JP Morgan Simon Bernstein Trust Robert M. Spallina Donald L. Tescher Trustees Primary Account 000000478018083 Dec. 20, 2013 Balance \$150,177.17 with an "Internal Transfer" of \$100,000.00 on Dec. 20, 2015. It is unknown what this "Internal Transfer" was for that occurred over a year after Simon's passing.
171. By email dated Feb. 8, 2013 Victoria Roraff, Registered Client Service Associate of OPPENHEIMER of the Boca Raton, Florida office writing to SPALLINA she admits she does not have a File on all of the STANFORD Accounts but provides how some of the accounts

change account numbers transferring from STANFORD to OPPENHEIMER

From: Roraff, Victoria [Victoria.Roraff@opco.com]
Sent: Friday, February 08, 2013 10:27 AM
To: Robert Spallina
Subject: RE: Stanford Statement Request

I don't have a file on all of them – but here's what I'm able to provide:

NM2012273 – Bernstein Holdings LLC – became G51-1403458
NM2012109 – Bernstein Family Investments LLLP – became G51-1403425
NM2010376 -
NJF011401 – Bernstein Family Investments LLLP – became G51-1403433
NJF011443 -
NJF011674 – Bernstein Family Investments LLLP – became G51-1403441
NJF010213 –

Thank you,

Vickie Roraff
Registered Client Service Associate

Oppenheimer & Co. Inc.
Boca Village Corporate Center
4855 Technology Way
Suite 400
Boca Raton, FL 33431

(T) 561-620-3117
(F) 561-416-8671
Toll Free - 888-999-3660

172. Thus with at least \$13 million plus in known cash and accounts and over \$6 million in real estate (the St. Andrews home and Beachfront Condominium), approximately \$800,000.00 plus in Jewelry, a Bentley that values at several hundred thousand, a Porsche that values at over one-hundred thousand, a million dollar settlement with STANFORD payout and the Life Insurance of \$1.7 million in the original underlying case herein, there was over \$20 million in known assets held by Simon Bernstein shortly prior to and after his passing, yet Third-Party Defendants, Estate attorney O'CONNELL and TED and ROSE falsely and fraudulently claim now Simon Bernstein's Estate and Trusts are virtually gone, depleted as if it vanished into thin

air without any distribution at all to Eliot and his family who are beneficiaries under any beneficiary scenario asserted by any party and they have provided No accountings that show the total holdings from the date of the decedents' deaths to date, in violation of Probate Rules and Regulations and fail to show where the vanished holdings have gone in 2.5 years justifying a preliminary injunction at this time.

173. These numbers from the minimal bare discovery obtained to date do not include and are without any accounting for the value of Simon's holdings in the Intellectual Properties of "Iviewit" which propels the Estate and Trust to one of the largest in the country when royalties are finally monetized.

174. The value of the VEBA which is already part of this federal litigation involving the Illinois life insurance is but one of many unknown assets in this case and it is unknown what happened to the VEBA assets once the VEBA was unwound as alleged by Counter-Defendants and Third-Party Defendants.

175. Certain documentary evidence shows the VEBA may have been worth \$50 Million or more with Simon and Shirley as primary plan participants, yet this asset and these funds have also allegedly disappeared and vanished according to Counter-Defendants and Third-Party Defendants PAMELA, TED, D. SIMON, A. SIMON and other defendants and again with no accountings and no records provided to beneficiaries or this Court.⁶¹ Where the VEBA Trust Trustee LASALLE is according to all parties the named PRIMARY BENEFICIARY of the missing insurance policy underlying this action.

S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A	
Employer Identification Number (EIN)	363479122

⁶¹ S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A Information <http://www.nonprofitfacts.com/IL/S-B-Lexington-Inc-Death-Benefit-Plan-United-Bank-Of-Illinois-N-A.html>

Name of Organization	S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A
Address	120 W State St, Rockford, IL 61101-1125
Subsection	Voluntary Employees' Beneficiary Association (Non-Govt. Emps.)
Foundation	All organizations except 501(c)(3)
Organization	Corporation
Exempt Organization Status	Unconditional Exemption
Tax Period	2009
Assets	\$50,000,000 to greater
Income	\$10,000,000 to \$49,999,999
Filing Requirement	990 - Required to file Form 990-N - Income less than \$25,000 per year
Asset Amount	\$0
Amount of Income	\$0
Form 990 Revenue Amount	\$0

176. On or about September 2012, Eliot discovered that his father Simon Bernstein's home office computers had been virtually wiped clean of data, dispositive documents removed from the home by a one Rachel Walker minutes after Simon died causing reasonable and great suspicion when considering the sudden and alleged suspicious manner of passing, the allegations of Simon's being poisoned made by his brother TED and others and the millions of dollars in holdings Simon Bernstein had after decades of being in business thus beginning a continuing and ongoing pattern of missing documents, missing information, missing trusts, missing IRA beneficiaries, missing insurance policies and missing evidence which now must be halted and enjoined.

177. Thus, the destruction and loss of vital business records and account records began by the time of Simon's passing in 2012 if not earlier.

178. On or about Nov. 1, 2013 and Dec. 10, 2013 Eliot pro se filed a motion to Produce against TED as the Personal Representative in the Estate of Shirley Bernstein yet no such production has been forthcoming by TED to date.

179. That Eliot also filed an extensive production request of O'Connell the Personal Representative of the Estate of Simon now and O'Connell challenged the routine request and the court has not yet made determination, thereby further denying Eliot necessary documentation of the Estate of Simon and making it impossible to have Validity or Construction hearings without either obtaining the records or having a statement as to where they are.

180. The Court should note that despite having a court order from COLIN to inventory Simon's home and office business records and produce the inventory to beneficiaries and interested parties, despite reassurances from O'Connell that the documents and records would be inventoried, no such inventory was produced. It was later learned that O'CONNELL nor his office inventoried Simon's business address for records as court ordered and by the time this was learned it was also learned that TED had been evicted from the office and removed all the records from that address before the court ordered inventorying could be done.

181. The Court should note that COLIN ordered a re-inventorying of assets as it was learned that Personal Property from the Shirley Condo sale was missing and where TED claimed it was moved to the garages of his father's primary home and months later when the re-inventorying was done it was found that all these items were missing and the garages were empty. Despite learning of this O'CONNELL has taken no action to report the missing Personal Property that is in his custody to the proper authorities and further took possession of remaining items and moved them to an undisclosed location.

182. TESCHER and SPALLINA's production lacks all of the following;

- a. Historical and present Bank and other Financial Institutions statements for the multitude of Simon's Personal and Financial Accounts,
- b. Post Mortem Personal and Corporate Mail,

- c. Mail from time periods prior to Simon's passing,
- d. Historical and current Business Records of Simon's,
- e. Historical and current Insurance records i.e. Homeowners, Jewelry, Auto, Business, etc.,
- f. Historical and current Corporate Records for any of the many companies Simon owned,
- g. Historical Signed Tax Returns, personal and corporate, for any years,
- h. Computer Data and Drives both personal and corporate, and,
- i. Tescher and Spallina despite Court Order to turn over records to Curator retained Original Dispositive Documents and all original documents, as what was tendered to the Curator had only one original alleged Promissory Note for Eliot's children's home that was never filed with the courts.

183. What was left upon inspection by Eliot at O'Connell's office of Simon's personal and corporate records was 3 bankers boxes of files each only partially filled, for a man who ran multiple businesses, had multiple financial institution accounts and more. On information and belief, despite O'Connell having a court order to inspect Simon's offices with Eliot present, they failed to ever inventory Simon's office prior to TED's eviction.

184. That O'Connell was supposed to have inventories all of Simon's home business records done by a professional appraiser and turn that appraisal over to Eliot and while the appraiser did come to Simon's house to reinventory as court ordered, he failed to provide an inventory of the records and he failed to inventory all of the Personal Property as required, stating they were out of time.

185. After O'Connell inventorying, Rose enters the home for alleged lighting issues and alleges to have discovered and then removed illegally documents and trust documents included from the

home which were under the custody of O'Connell, despite that he had no legal authority to remove any properties of the Estate of Simon.

186. Where the Tescher & Spallina, PA production documents referenced herein are alleged to be part of an attempt to cover up crimes and are virtually all alleged to be fraudulent and not at all representative of the law firm files of Simon Bernstein or the files that became part of Simon and Shirley's Estates. There was only 1 original document sent, not even the original dispositive documents were tendered to the Successor, no historical banking, tax or other business records and there was no mail from the time of Simon's death included in the production.

187. That Simon had almost a fifty year career in the insurance industry and had multiple active companies, including having had multiple trust companies for various of his products he invented and Simon was a meticulous record keeper and had massive office space housing records prior to his death. Simon had computer records dating back 20 years and all these records and data now appear missing.

188. Mail from the day he died and prior to his death appears missing, including bank statements, insurance records for home, life and property insurances, insurance commission checks, insurance policy records, credit card statements and virtually all of his mail is unaccounted for. Years of personal finance records of his many Private Banking Accounts and Statements all missing from his records for accounts held at Oppenheimer, Stanford, JP Morgan, Sabadell Bank, Legacy Bank, Wilmington Trust, Wells Fargo, etc. Tax Returns missing. Trust Documents Missing. Insurance Policies Missing for both he and Shirley. IRA account histories missing. Pension account information missing. According to O'Connell Simon and Shirley's business and personal finance records were in less than three banker boxes. No hard drives

have been recovered and data from them produced. All records of his 17 year involvement with the Iviewit Technology Companies, including his stock in the companies and copies of Intellectual Property Filings and more, which I had seen at his office only a few months prior to his death are all missing, including thousands of emails regarding the companies and other pertinent information that Simon was safekeeping after it was seized from the companies on or about 2000-2001. Overall the contents of Simon's home and office records should have amounted to over 100 banker boxes filled and gigabytes of data.

Ted Bernstein, Greenberg Traurig, Stanford Trust, Robert Spallina, Proskauer Rose

189. TED is the oldest son of Simon and Shirley Bernstein, now deceased.
190. Simon Bernstein passed away in Sept. of 2012, having predeceased his wife Shirley Bernstein who passed away in Dec. 2010.
191. Ted was the last person in possession of my Mini-van before it was turned over to the body company where it was burglarized with wires taken out and a PD report generated and then taken to another company where it was Car-bombed.
192. While Ted Bernstein had been asked to come forward to the FBI about the circumstances of the Car-bombing he has never done so to my knowledge.
193. TED was living in the home of Simon Bernstein pulling his life together prior to the Car-bombing of Eliot's family vehicle in 2005.
194. TED soon thereafter was commingling with PROSKAUER, LEWIN and Greenberg Traurig and suddenly gets a Multi-million dollar home on the intra-coastal waters.⁶² TED has other insurance business relationships with Tescher & Spallina, PA, TESCHER and SPALLINA right

⁶² Zillow Listing TED Home @ http://www.zillow.com/homes/880-Berkeley-St-Boca-Raton-FL-33487_rb/?fromHomePage=true&shouldFireSellPageImplicitClaimGA=false

from the outset of their involvement in Simon and Shirley's Estate Planning and TED brings them to his father claiming they will be a rich source of referrals for him.

195. Greenberg Traurig ("GT") who was involved with the Iviewit IP and Iviewit Bar Complaints and Federal RICO and ANTITRUST lawsuit of Eliot, also represented TED personally in the lawsuit that also involves the Estates and Trusts of Simon and Shirley with Stansbury - GT main defendant with PROSKAUER in the STANFORD litigation.

196. TESCHER under deposition can not remember why he gets checks of \$55k twice from one of TED companies.⁶³

197. STANFORD is one fund that Simon Bernstein invested substantial monies in and eventually STANFORD broke open as a major Ponzi scheme on or about Feb. 2009 and is claimed as a \$7 Billion plus ponzi scheme, See, SEC public Announcement Feb. 17, 2009:

“ SEC Charges R. Allen Stanford, Stanford International Bank for Multi-Billion Dollar Investment Scheme FOR IMMEDIATE RELEASE 2009-26: Washington, D.C., Feb. 17, 2009 — The Securities and Exchange Commission today charged Robert Allen Stanford and three of his companies for orchestrating a fraudulent, multi-billion dollar investment scheme centering on an \$8 billion CD program.^{64,}”

198. According to the SEC public statement,

“Rose Romero, Regional Director of the SEC's Fort Worth Regional Office, added, "We are alleging a fraud of shocking magnitude that has spread its tentacles throughout the world.”

⁶³ July 09, 2014 Tescher Deposition by Florida counsel Peter Feaman on behalf of William Stansbury
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709%20Tescher%20Deposition%20and%20Exhibits.pdf>

⁶⁴ February 07, 2009 SEC PRESS REPORT ALLEN STANFORD PONZI
<https://www.sec.gov/news/press/2009/2009-26.htm>

199. According to public articles, PROSKAUER and GREENBERG TRAURIG are centrally involved in the Stanford Ponzi and are being sued for the entire scheme⁶⁵.
200. Upon information and belief, William Stansbury has not able to get info on the Retirement Plans from TED even as a Co-Trustee and Stansbury's lawyer Peter Feaman has no response from ROSE .
201. According to Stansbury, approximately \$6500 or so per each minor child that should have been paid out and not gone through Estate.
202. Further, upon information and belief, TED is under Dept of Labor Investigation and has been non responsive to beneficiaries and again with no accountings the numbers seem strikingly low.
- Simon Bernstein's "Missing Iviewit Shares, Proskauer Iviewit Files and Iviewit", "Missing Estate Planning" from Proskauer Rose and Foley Lardner**
203. Eliot is the natural son of Simon and Shirley Bernstein, who both resided in Boca Raton, Florida within Palm Beach county at relevant times herein.
204. Shortly after the birth of their first son in California, Joshua, Eliot and Candice Bernstein were about to move into a new home with their child.
205. That Simon and Shirley however had taken ill at the time and traveling to California was burdensome at the time and Eliot and Candice proposed moving to Florida and Candice would move from her hometown of Newport Beach/Corona Del Mar where her and her family lived and where she had met and married Eliot. Candice willing to give up everything to be with Eliot's parents and have her baby with them and so they moved.

⁶⁵ July 27, 2015 Proskauer Rose, Greenberg Traurig and Chadbourne sued in STANFORD PONZI Judge refuses to dismiss
<http://www.americanlawyer.com/id=1202732467400/Judge-Declines-to-Dismiss-Claims-Against-Proskauer-and-Chadbourne?slreturn=20151101125935>

206. Simon and Shirley were elated to have their son, his wife and grandson close to them and they gave Eliot and Candice a \$100,000.00 wedding gift as a deposit at a Condominium on Mizner Boulevard in Boca Raton and where decorating it prior to Eliot and Candice's arrival.
207. Where the owner of the building, a one James Cohen was a client of Simon's and so it was a spectacular deal on a brand new trio of buildings in the heart of Boca, which property had fantastic growth in a short time.
208. Life was great in Boca working with Simon for the first time in his life in the same city, every week like clockwork Eliot, Candice and the children had brunch on Sunday, dinner at least once a week with them and then golf or a movie. A second son was born, JNAB.
209. At all relevant times herein, since on or about 1998, Eliot is the actual and true Owner and Inventor of Intellectual Properties (hereinafter referred to as "IP") and the technologies hereinafter referred to as the "Iviewit" technologies were technologies heralded by leading experts as the "Holy Grail" of the Internet, being backbone technologies used around the globe for digital imaging, having major and significant "government" uses such as used on the Hubble Space telescope, for a mass of defense applications such as, Space and Flight Simulators, Drones, Medical Imaging applications and much much more.
210. Once the technologies were discovered Simon and Eliot formed companies and secured Intellectual Properties through LEWIN and PROSKAUER, raised seed capital from H. Wayne Huizenga, Crossbow Ventures and many other seed investors, had a Private Placement with Wachovia and already had Goldman Sachs referring clients and getting the companies ready for an IPO that some claimed would make the companies larger than Microsoft, as the IP would become the backbone technologies to virtually all digital imaging and video content creation and distribution software and hardware and more.

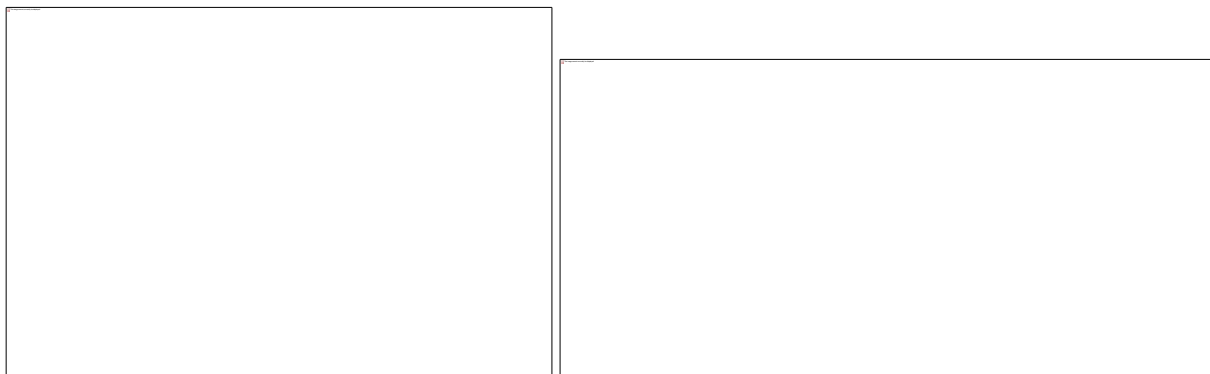
211. The “Iviewit” technologies were tested used and validated by leading engineers and companies including but not limited to Gerald Stanley of Real3d Inc., engineers at Lockheed Martin, the Intel Corporation, Silicon Graphics, Inc., AOLTW (America Online-Time Warner), Sony and Warner Bros., with the IP having been valued in the Billions to Trillions of dollars over the life of the IP.
212. Hundreds of signed Non-Disclosure Agreements, Licensing and Strategic Alliance Agreements were obtained on behalf of the technologies involving Fortune 500 companies, financial institutions and others such as Lockheed Martin, the Intel Corporation Inc., Goldman Sachs, Wachovia, JPM, Chase, IBM, AT&T, Warner Bros, Sony, Inc., Dell Inc, and many others, all currently and since that time using Inventor Bernstein’s Scaling Technologies IP without paying royalties to the true and proper inventors and violating their contracts.
213. The Internet would not have rich video or imaging and cable television would have 75% less channel bandwidth available without these technologies.
214. Simon L. Bernstein was a lifelong successful Life Insurance salesman growing many businesses and gaining substantial wealth during his lifetime, earning millions in income yearly such that he was a “Private Banking” client of leading US and International Banks, and he and his wife had a fully paid multi-million dollar home in Boca Raton, Fl, at the leading country golf club Saint Andrews and a fully paid multi-million dollar beachfront Condominium on Ocean Blvd. in Boca Raton, Fl. with their own private floor and elevator.
215. On or about 1997, Simon L. Bernstein an original seed capital investor in Counter Plaintiff’s novel technologies and IP, which later became known as the “Iviewit” technologies and Simon Bernstein became a 30 percent shareholder of company stock issued for operational and holding companies for the Intellectual Properties and 30 percent owner of the Intellectual Properties and

he also became the Chairman of the Board, all companies originally formed by PROSKAUER and accountant LEWIN.

216. PROSKAUER and LEWIN were both not only intimately involved in the “Iviewit” Company operations and were stockholders on gifts Eliot gave Proskauer and Lewin’s family, but further provided Estate and Family Planning advice to Simon who had now become a 30% shareholder in the Iviewit IP and Iviewit companies.

217. PROSKAUER prepared Wills, Trusts and other Estate Planning instruments for Simon and Shirley Bernstein while PROSKAUER was simultaneously acting as Counsel, including Intellectual Property Counsel for the Iviewit companies.

218. With the “Iviewit” Technologies having been valued by leading Experts in the billions of dollars by Proskauer referred technology companies, since on or about 2001 to the present, Eliot and his wife Candice and their minor children have experienced an ongoing pattern and practice of extortionate actions, threats, death threats so real as to include but not be limited to the car-bombing of the family mini-van in Boynton Beach, Florida on or about March 14, 2005.





219. This pattern of ongoing wrongful acts includes but is not limited to orchestrated actions to deny Eliot, Simon, the Iviewit shareholders and patent IP interest holders any monetization of the IP, deny Eliot from gaining any significant funds to pursue his IP interests, deny Eliot any now with the passing of his parents who were protecting Eliot and his family throughout this ordeal of his Inheritancy a substantial part of which was expressly designed with Simon Bernstein based upon the involvements with the Iviewit IP, and further cause massive financial harms, deny due process and procedure by subterfuging the courts with complex legal crimes, through conflict of interest after conflict by those in charge of the courts and deny and deprive Eliot and even his minor children from counsel.

220. This pattern of actions further includes but is not limited to fraudulent filings in various courts constituting not only Fraud upon the courts (including as alleged in this US District Court) but Fraud By the FL courts and where the legal machinery of the FL courts themselves have become part of the wrongful acts and criminal mechanism to deny fundamental rights and monies to Eliot and his immediate family and the Iviewit shareholders and IP interest holders.

221. Still further, the pattern and history of frauds includes but is not limited to documentary frauds, forged and fraudulent documents to the US Patent Office that have led to the suspension of the IP for several years by the Commissioner of Patents, forged/fraudulent documents to probate

courts and fraudulent documents sent to private institutional banking and trust companies, fraudulent creation of similarly named companies and similarly named IP in efforts to move the IP into other people's names, one patent attorney, Raymond Joao, who misrepresented himself with his partner Kenneth Rubenstein as being partners of PROSKAUER when actually at that time they were with Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. and where Joao put 90+ patents in his own name⁶⁶ and when this was discovered he left his law firm and went to work for New York Senator Dean Skelos' law firm Ruskin, Moscou, Evans & Faltischek and where Skelos and his son are currently on trial in NY with charges of corruption by US Attorney Preet Bharara), all combined to further the fraud and maintain control of the IP for the perpetrators.

222. Joao further worked after Iviewit with the now infamous Ponzi schemer Marc Stuart Dreier, sentenced to 20 years by the Department of Justice at the law firm Dreier & Barritz LLP.

223. The Perpetrators of the frauds alleged herein are primarily composed of criminals with law degrees acting in concert and Misusing the law while acting as Private and Public Attorneys at Law in their various capacities.

224. That the reason Eliot's complaints are full of Attorneys at Law and Judges is that the crimes alleged in both the Probate Court and those regarding the IP crimes are both sophisticated legal crimes that require a legal degree and bar association license to commit and involve misusing the Courts and Government Agencies to implement the crimes, Then to protect the alleged criminals from prosecution the victims are then further victimized through denial of due process and where legal process appears controlled by the criminals and infiltrate at will through conflicts and more, and finally claiming that because of their legal positions they are "immune" from their criminal and civil acts because they are acting as Attorneys at Law or Judges. Where

⁶⁶ April 22, 2002 Article Iviewit Patent Attorney Raymond Joao, Esq. has 90+ patents in his name <http://www.iviewit.tv/Joao%20Article%2090%20patents%20clean.pdf>

in fact it should be the opposite to protect the public and where those who violate their ethics should be charged with treble damages instead.

225. Since on or about 1999 Eliot has consistently and diligently reported criminal actions relating to the crimes committed against the Iviewit shareholders, investors, patent interest owners, himself and his family relating to their IP rights, crimes committed primarily by lawyers, to a host of federal, state and local authorities as well as international bodies.⁶⁷

226. This reporting and petitioning government entities of ongoing criminal actions and thefts of the IP includes a Feb. 2009 Petition to the Office of President Barack Obama, the White House Counsel's Office, US Attorney General's Office, White Collar crime units of the FBI as well as several petitions to the SEC in 2009⁶⁸.

227. One could say that greed was the motivating factor behind these IP crimes, "holy grail" and "priceless" evaluations from leading engineers worldwide, until one discovers that Christopher Wheeler (Proskauer), Brian G. Utley (IBM) and William Dick (Foley & Lardner and former IBM far eastern IP counsel) had secreted the fact that prior to joining the Iviewit companies they had worked together for a Florida philanthropist Monte Friedkin who had fired them all for attempting to steal intellectual properties from his company Diamond Turf Equipment Co, which he had to shutter and take a multimillion dollar loss after learning of their attempt to steal his IP. On the biography of Utley that Wheeler sold to the Iviewit board it stated that the company had went on to be a leader in Turf Equipment due to Utley's innovations instead. With this truth it became clear that a pattern and practice of IP theft was in play, nothing to do

⁶⁷ Investigation Master Chart @

<http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm>

⁶⁸ February 13, 2009 Letter to Hon. President Barack Hussein Obama re Iviewit @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090213%20FINAL%20SIGNED%20LETTER%20OBAMA%20TO%20ENJOIN%20US%20ATTORNEY%20FINGERED%20ORIGINAL%20MAIL%20L.pdf>

with Iviewit or greed, a well greased group of players who were perfecting their crimes, in fact, the alleged Iviewit thefts mirror the Diamond Turf attempt with Wheeler, Utley and Dick all involved in similar acts.

228. The veracity and truthfulness of Counter-Plaintiff's statements and reporting of these crimes and thefts has never been challenged by any Federal authority including but not limited to the US Secret Service, the Capitol Police, the US Marshall's Service, the FBI, the SEC, at least one Federal Judge and other related federal offices.
229. In 1999 it was learned that IP counsel, Joao from PROSKAUER and Meltzer Lippe Goldstein & Schlissel, tampered with Iviewit IP applications and was also putting Iviewit IP into his own name, while retained as counsel for the companies.
230. On or about 2000-2001 it was learned that the IP was fraudulently altered and that false inventors were inserted into various IP's, that there were similarly named yet different IP applications filed some entirely missing the invention process being patented and that the companies formed were duplicated as part of an elaborate shell game to move the IP out of the Iviewit shareholders ownership and into others hands.
231. As IP applications were seized from Brian Utley, who was acting as President / COO to Iviewit at the time, on referral from his friend Christopher Clarke Wheeler, Esq. at PROSKAUER and William Dick, Esq. his business associate and patent counsel for IBM who was new IP counsel hired by Iviewit to replace Joao who was caught putting IP in his name. Dick worked at FOLEY as of counsel.
232. It was then learned that the IP was in the wrong names, the assignees/owners were all wrong according to Harry I. Moatz, the Director of Enrollment and Discipline at the US Patent Office, which led to Moatz directing Eliot to file with the Commissioner of Patents allegations that

FRAUD UPON THE US PATENT OFFICE had occurred and seeking suspension of the IP while Moatz and an FBI Agent from West Palm Beach, FL were investigating the matters.

Suspensions were granted.

233. Warner Bros. finds different IP then Utley showed them and stated that their patent expert, Wayne Smith, Esq. had gone to the US Patent Office and what was on file did not capture the invention, nor is what Utley showed them when presenting them a Wachovia Private Placement and seeking investment funds.

234. Shortly after Eliot and his friend, co-inventor and investor and executive at the Iviewit companies, James Armstrong, seized the IP applications and information from Utley and Eliot went back to California where he was opening a new HQ office in the Warner Bros. Advanced Tech Building in Glendale and taking over their video operations. Eliot began preparing and filing federal and state complaints. Utley then came unannounced to California and levied death threats to Eliot claiming that he and his friends Wheeler of PROSKAUER, Dick of FOLEY et al. were very powerful and their law firms were too and that if Eliot disclosed the findings to the board or others he would have to watch his back and the backs of his wife and kids back in Boca. Eliot contacted the Rancho Palos Verdes Police and Long Beach, CA FBI office and reported the incident.

235. After a board meeting with certain board members including Simon, LEWIN, Donald Kane of Goldman Sachs, H. Hickman Powell of Crossbow Ventures/Alpine regarding the threats by Utley it was determined that Eliot should stay in LA and his wife and kids would leave Florida overnight until things could be sorted out in FL with Utley, PROSKAUER, FOLEY, Wheeler, Dick et al. and deal with the threats on Eliot's family lives that were made by Utley and reported to the proper authorities.

236. The result the Board members determined was to close the Boca Raton, Fl office and fire all the bad players involved, move Eliot's family overnight to California, in what was just being learned to be an attempt to steal the IP by Iviewit's attorneys at law hired to protect the IP.

237. Upon information and belief, LABARGA, is presently the Chief Judge of the Florida State Supreme Court.

238. On or about 2002-2003, LABARGA was a District Judge in Palm Beach County assigned to a "billing" lawsuit (undisclosed to the Iviewit shareholders, board members, executives and potential investors) brought by PROSKAUER after the PROSKAUER firm had done work for Eliot, Simon and the "Iviewit" companies and PROSKAUER gaining Confidential information about the "Iviewit" technologies and confidential information about their own clients and companies. This lawsuit was also not known to Wachovia who was doing a PPM at the time.

239. Upon information and belief, the source being actual and true Court pleadings filed with LABARGA by a Florida licensed and practicing attorney named Steven Selz, Esq. on or about 2003 factual pleadings were made in a Counter-Complaint filed by said attorney Selz against the PROSKAUER and FOLEY before LABARGA in the "billing" case seeking damages against PROSKAUER and claiming the value of the "Iviewit" technologies as \$10 Billion or greater as of that time in 2003 based upon review and statements of one Gerald Stanley, Engineer at Real 3d Inc.⁶⁹ and others.

240. These leading Engineers deemed the Iviewit Technologies and IP as "priceless".

241. Florida Licensed attorney Steven Selz pled in said Counter-Complaint against PROSKAUER in LABARGA's court as follows:

⁶⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint in Labarga Court - See Par. 29 <http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

“As a direct and proximate result of the actions of the Counter Defendant, Counter Plaintiffs have been damaged in a sum estimated to be greater than \$10,000,000,000.00, based on projections by Gerald Stanley, CEO of Real 3-D (a consortium of Lockheed, Silicone Graphics and Intel) as to the value of the technologies and their applications to current and future uses together with the loss of funding from Crossbow Ventures as a result of such conduct.” See Par. 29, Jan. 28, 2003

<http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

242. According to wikipedia,

“**Real3D, Inc.** was a maker of **arcade graphics boards**, a spin-off from **Lockheed Martin**. . . . The majority of Real3D was formed by research and engineering divisions originally part of **GE Aerospace**. Their experience traces its way back to the **Project Apollo** Visual Docking Simulator, the first full-color 3D computer generated image system.^[1],⁷⁰

243. Prior to the PROSKAUER “Billing” lawsuit before LABARGA, back in June 30, 1999, Gerald W. Stanley as Chairman, President and CEO of Real 3d, Inc., wrote to Simon Bernstein as CEO of Iviewit, Inc., opining favorably on the Iviewit technologies, yet documents start emerging by PROSKAUER partners and Brian Utley where the “Iviewit” company name is changed as licensing and partnership deals are being signed and finalized and where Timothy P. Donnelly, Director of Engineering of Real 3d Inc, even writes to PROSKAUER partner Chris Wheeler about providing Eliot an “original signature” on the agreement with Real3d.⁷¹

244. Just prior to this in on or about April 26, 1999 PROSKAUER Partner Christopher Wheeler wrote to counsel Richard Rosman, Esq. at Lewinter & Rosman law firm who was acting on behalf of Hassan Miah who was brought in by Sky Dylan Dayton, the CEO of Earthlink to evaluate the technologies as he was the leading expert in the field of digital video and imaging at the time who founded the Creative Artist Agency (CAA) / Intel Media lab, the first major

⁷⁰ Wikipedia Real 3D, Inc. <https://en.wikipedia.org/wiki/Real3D>

⁷¹ June 30, 1999 Real 3D Letter @

[http://www.iviewit.tv/CompanyDocs/Real%203D%20Opinion%20and%20Licensing%20Info.p
df](http://www.iviewit.tv/CompanyDocs/Real%203D%20Opinion%20and%20Licensing%20Info.pdf)

collaboration between Hollywood and Silicon Valley in the early days of the Internet whereby PROSKAUER Partner Wheeler not only indicates PROSKAUER is coordinating the corporate and intellectual property matters for Iviewit but also describes the Iviewit process as “novel” and “far superior to anything presently available with what they are familiar”⁷². Proskauer would later try and claim they did no IP work despite their IP partners billing for services rendered and more.

245. Hassan Miah was also CEO of Xing Technology Corporation and from and between 2002-2006 was managing Director of Media and Entertainment for the Intel Corporation.⁷³

246. Hassan Miah was one of the first Experts to declare the Iviewit technologies as “The Holy Grail of the Internet.”

247. On or about May 30, 1999, expert Hassan Miah was emailing Eliot saying the Iviewit project “is very exciting to me,” providing his home phone number to Eliot, being impressed with Ken Rubenstein of PROSKAUER (who was the sole patent evaluator for the MPEGLA LLC company and MPEG patent pooling scheme now controlled by PROSKAUER through Rubenstein) and indicating Hassan’s own company Xing was a licensee under the MPEG patent pool at the time⁷⁴.

⁷²April 22, 1999 Wheeler Letter to Richard Rosman, Esq. re Hassan Miah, <http://www.iviewit.tv/CompanyDocs/1999%2004%2026%20Wheeler%20Letter%20to%20Rosman%20re%20Rubenstein%20opinion.pdf>

⁷³ Hassan Miah LinkedIn <https://www.linkedin.com/in/hassanmiah>

⁷⁴ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose <http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

248. The Intel Corporation acquired Real 3d Inc. (Lockheed, SGI & Intel interests), in 1999 which was under NDA, licensing and other agreements with the Iviewit companies regarding the Iviewit technologies.⁷⁵

249. As referenced in the March 25, 2009 SEC complaint regarding Intel⁷⁶ and a massive accounting fraud which has now been specifically reported to the Philadelphia Office of the SEC that recently prosecuted SPALLINA and TESCHER in a separate case from this action but where SPALLINA and TESCHER are immersed in fraud and mis-accountings in this action:

“Not only did Intel later acquire in whole the R3D company which was intimately involved in the early phases of this matter and under signed agreements with my company, but specific members of Intel/ R3D staff were present during key meetings in the early phases and otherwise involved in these matters including but not limited to, Lawrence Palley (Director of Business Development @ Intel), Gerald W. Stanley (Chairman of the Board, President & Chief Executive Officer @ R3D a consortium of Intel, Lockheed and SGI), David Bolton (Corporate Counsel @ R3D & Lockheed Martin), Steven A. Behrens (Vice President and Chief Financial Officer @ R3D), Rosalie Bibona (Program Manager @ R3D), Timothy P. Connolly (Director, Engineering @ R3D), Richard Gentner (Director of Scalable Graphics Systems @ R3D), Connie Martin (Director, Software Development @ R3D), Diane H. Sabol (Director and Corporate Controller Finance & Administration @ R3D), Rob Kyanko (Intel), Michael Silver (@ ?), Ryan Huisman (@ R3D), Matt Johannsen (@ R3D), Hassan Miah (@ Intel), Dennis Goo (Manager, Digital Home Content for the Americas @ Intel), Rajeev Kapur (Chief of Staff, Enterprise Product Group @ Intel) and Kostas Katsohirakis (Business Development Manager @ Intel).

250. On or about June 1, 1999, Donald G. Kane (Managing Director) who worked at Goldman Sachs with LISA's husband, Jeffrey Friedstein and his father Sheldon Friedstein (Managing Director

⁷⁵ Wikipedia Real 3D, Inc.

<https://en.wikipedia.org/wiki/Real3D>

⁷⁶ March 25, 2009 Iviewit Intel SEC Complaint @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090325%20FINAL%20Intel%20SEC%20Complaint%20SIGNED2073.pdf>

at Goldman Sachs), was emailing to Eliot about setting up a Royalty Agreement for Eliot and his family giving a “***priority return ahead of other shareholders.***”⁷⁷ (emphasis added).

251. By the summer of 2000, Christopher Clarke Wheeler, Esq. a Partner at PROSKAUER, authors a Marketing letter showing the broad value of the Iviewit technologies and the ability to profit from same as 2.5% Shareholders together with a Representative Client List of Proskauer that can benefit from the Iviewit technologies including but not limited to AT&T, ABC, Inc., NBC, CBS, the NBA, NHL, Citibank, Columbia Pictures, Inc., Bear Stearns, HBO, Time Warner, The Chase Manhattan Bank, JPM, MGM, Oppenheimer and many others.

252. PROSKAUER Partner Wheeler goes on to say as follows in his letter:

Dear Colleagues,

As a firm, we are in a unique position to impact the effectiveness of the Internet and to profit from the same. The firm of iviewit.com, Inc. is one of my clients and Proskauer, Rose, LLP. is a 2.5% shareholder. I have worked closely with iviewit, for the past 18 months, establishing and fine-tuning their corporate structure. My objective with this letter is to introduce you to this forward-thinking company and to ask for your support and assistance. The Internet is quickly evolving from a text-based medium that users have been forced to read, into a multimedia platform that users can begin to experience. The importance that this evolution has to e-commerce has been likened to the impact felt by television when it was embraced as a marketing and communications tool. iviewit’s intellectual property positions them as a leader in the streaming video, streaming audio and virtual imaging online markets. Their technologies have broad ranging applications for many different industries including: entertainment, auctions, education, healthcare and retail. Because of the extensive applicability of iviewit’s products, the vast majority of Proskauer’s client relationships represent potential clients for iviewit. Please join me as I endeavor to introduce my clients to iviewit and, in the process, help those clients to gain a competitive advantage through the utilization of iviewit’s technologies. Please contact me with any opportunities that you identify and I will arrange an introduction to a member of iviewit’s management team. I have enclosed a descriptive flyer from iviewit and a multimedia CD-ROM that will serve as an introduction to iviewit. Additional information can be found at their website,

⁷⁷ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose

<http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

www.iviewit.com. Thank you for your time and attention. I look forward to working together to help this valued client and to further enhance the value of our equity position in iviewit.

Sincerely,
Christopher C. Wheeler⁷⁸

253. According to this PROSKAUER Partner Chris Wheeler letter of 2000, PROSKAUER was already representing OPPENHEIMER and JPM as of 2000 while representing Eliot, Simon Bernstein and the Iviewit companies with OPPENHEIMER and JPM being NDA signers and then later being just two of the places where Simon and Shirley Bernstein's wealth was placed.

254. Upon information and belief, history shows that attempted murder such as the car bombing of Eliot's family minivan in Boynton Beach, Florida and possible murder such as the possible murder of his father Simon Bernstein, as alleged by Theodore Bernstein on the day of Simon's death, have been carried out for far less than a 30% Interest in the IP and Technologies valued at least at \$10 Billion or more by leading experts back in 2003.

255. As indicated, Eliot's father, Simon Bernstein was a 30% shareholder in the Iviewit Intellectual Properties and companies formed, with PROSKAUER centrally involved in the drafting and planning of said companies, drafting and filing of intellectual properties, distributing stock to various shareholders and drafting and executing dispositive estate and trust documents regarding Simon and Shirley Bernstein's Estate planning.

256. Estate planning with PROSKAUER was done by both Simon and Eliot in direct preparation of an Initial Public Offering to be done by Goldman Sachs through an advisor to the company and shareholder, Donald Kane who was a Managing Director at Goldman Sachs & Co. The IPO was to follow a Wachovia Private Placement and the estate and trust work done by

⁷⁸ July 22, 2000 - Christopher Wheeler Letter to All Proskauer Partners Re Iviewit Techs @ <http://www.iviewit.tv/CompanyDocs/Armstrong%20Wheeler%20Client%20letter%20with%20highlights.pdf>

PROSKAUER was to transfer interests in the Iviewit companies prior to their growth in Eliot and Simon's estates, to their children's estates to avoid having to transfer them later and suffer the estate taxes on the growth of the stock.

257. These estate plans were executed and then later revoked by both Simon and Eliot, once it was alleged that PROSKAUER was involved in frauds against the companies and shareholders and PROSKAUER was TERMINATED as counsel.

258. Yet, somehow, just like this original Insurance litigation in Illinois where litigation is filed by Trustees that change overnight from SPALLINA to TED and the Trust remains to this day missing with NO executed copies put forth and drafts found months after the lawsuit was instigated that appear without any identification of who the draftee is and have no legal force and even the Insurance contracts and policies underlying the claims in this Breach of Contract lawsuit are missing (not even the insurers have put forth a bona fide copy) and critical business documents are missing that any Insurer and Estate planner would have to legally maintain and likewise records from PROSKAUER, FOLEY and other involved Estate planners involving Simon and Shirley Bernstein are allegedly all "missing" as well and where finally evidence of Fraud has been now proven and further alleged regarding the dispositive documents and other crimes have been reported ranging from Extortion to TED's claim on the day his father died that he was poisoned.

259. Back in 2003, LABARGA, however, never afforded Eliot and the Iviewit companies the due process opportunity to be heard on their Counter-Complaint, and instead denied the Counter-Complaint altogether. In a bizarre twist at a scheduled Trial Eliot and counsel showed up to an empty courtroom of Labarga and at the trial rescheduling Labarga dismissed two law firms representing the Iviewit companies simultaneously on Petitions for Withdrawal whereby both

law firms, Steven Selz PA and Schiffrin and Barroway both claimed the other would be representing the Iviewit companies at trial and then both walked out, one after the other and left the Iviewit companies without counsel. Approximately 45 days later Labarga ruled a default for the company's failure to retain replacement counsel.

260. Yet upon information and belief, LABARGA also never sanctioned nor reported attorney Selz for misconduct or frivolity in making this factual allegation regarding the value of the Iviewit technologies.

261. One of the wrongful “tactics” employed by various Counter-Defendants and Third-Party Defendants in the recent years against Eliot in and out of the Courtroom has been to question his sanity and ability care for his own children by attacking his claims regarding the car bombing of his family minivan and claims about the value of Iviewit IP, yet even Florida Licensed attorney Steven Selz who was representing Plaintiff at the time before LABARGA in 2003 himself filed a factual pleading stating,

“That PROSKAUER billed IVIEWIT for legal services related to corporate, patent, trademark and other work in a sum of approximately \$800,000.00” and further “ That based on the over-billing by PROSKAUER, IVIEWIT paid a sum in of approximately \$500,000.00 plus together with a 2.5% interest in IVIEWIT, which sums and interest in IVIEWIT was received and accepted by PROSKAUER.”

262. See, Paragraphs 24 and 27 of 2003 filed and proposed Counter-Complaint filed by attorney Selz in the LABARGA/PROSKAUER billing lawsuit, again this Counter-Complaint never being heard by LABARGA.⁷⁹

263. Then immediately following Selz, LABARGA then heard a Withdrawal as Counsel motion filed by Schiffrin & Barroway that claimed that another law firm, Selz would be representing the Iviewit companies and LABARGA approved this withdrawal knowing he had moments

⁷⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

earlier let Selz out as counsel and then calling Eliot to the stand to advise him that the Iviewit companies no longer had counsel and Eliot, a non party to the action would have to obtain new counsel in a short period of time or else default, thus denying counsel to Eliot and the proper Iviewit interests under fraudulent circumstances by the machinery of the Courts as continues to today.

264. Eliot was unable to reach either Selz or Schiffrin & Barroway to obtain court files and records during the period he had to obtain new counsel and finally after showing up to Selz's offices unannounced was able to recover some of the files and where Eliot attempted to get more time from LABARGA who refused.

265. When Eliot could not get counsel in time, LABARGA ruled against the Iviewit companies and issued a default.

266. Later it would be learned that many of the companies sued by Proskauer in their billing lawsuit, who did not have retainers with the Iviewit companies, where duplicated companies involved in an attempt to move IP out of the companies and inventors hands and into the hands of improper fraudulent inventors.

267. Thus, while various Counter-Defendants and Third-Party Defendants may simply wrongfully claim "Iviewit" was a failed dot.com, it only raises substantial questions as to why PROSKAUER would "Bill" close to \$1 million, take a 2.5 percent interest in royalties and stock in the Iviewit companies, file numerous Intellectual Properties (Patents, Trademarks, Copyrights and Tradeseecrets, worldwide), recruit their clients to sign agreements with Iviewit, issue Stock to Shareholders of numerous companies and do exhaustive Estate planning for Simon, Shirley and Eliot Bernstein including protecting Simon's 30% interest and Eliot's 70% interest in the IP at that time.

268. As part of the same practice and pattern which continues in the Estate proceedings of Shirley and Simon Bernstein and the Insurance litigation in this Illinois federal district court, PROSKAUER schemed in 2001 to tortiously interfere with business relationships and financial relationships that would benefit Eliot and advance the technologies by interfering with a financing deal going on with Warner Bros. / AOL at the time which would have brought \$10-\$20 Million in capital to the Iviewit companies which had already began a licensing and operational agreement with them.

269. Florida licensed attorney Selz filed a specific counter-complaint against PROSKAUER in the "billing lawsuit" being heard by LABARGA who denied hearing the Countercomplaint which alleged as follows:

"COUNT IV- TORTIOUS INTERFERENCE WITH AN ADVANTAGEOUS BUSINESS RELATIONSHIP

This is an action for tortious interference with an advantageous business relationship within the jurisdiction of this Court.

Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs I through 30 as if fully set forth herein.

Counter Plaintiff was engaged in negotiations of technology agreements with both Warner Bros. and AOLTime-Warner as to the possible use of the Technologies of the Counter Plaintiffs and investment in Counter Plaintiffs as a strategic partner.

That despite the prior representations of RUBENSTEIN, at a meeting held on or about November 1, 2000, by and between UTLEY, RUBENSTEIN and representatives of Warner Bros. as to the Technology of IVIEWIT and the efficacy, novelty and unique methodology of the Technology, RUBENSTEIN refused to subsequently make the same statements to representatives of AOL and Warner Bros., taking the position that since Warner Bros./AOL is "now a big client of Proskauer, I can't comment on the technologies of Iviewit." or words to that effect in response to inquiry from Warner Brother/AOL's counsel as to the status and condition of the pending patents on the intellectual property.

That RUBENSTEIN, having served as an advisor to the Board of Directors for IVIEWIT, was aware of the fact that at the time of the making of the statements set forth in Paragraph 50, above, IVIEWIT was in the midst of negotiations with

AOL/Warner Bros. as to the possible funding of the operations of IVIEWIT in and sum of between \$10,000,000.00 and \$20,000,000.00.

Further, RUBENSTEIN as a partner of PROSKAUER, and despite his clear prior actions in representing the interests of IVIEWIT, refused to answer questions as to the enforcement of the Technology of IVIEWIT, with the intent and knowledge that such refusal would lead to the cessation of the business relationship by and between IVIEWIT and Warner Bros./AOL and other clients familiar with the Warner Bros./AOL technology group then in negotiations with IVIEWIT, including, but not limited to Sony Corporation, Paramount, MGM and Fox.

That the actions of RUBENSTEIN were and constituted an intentional and unjustified interference with the relationship by and between IVIEWIT and Warner Bros./AOL designed to harm such relationship and further motivated by the attempts to "cover-up" the conflict of interest in PROSKAUER's representation of both IVIEWIT and Warner Bros./AOL.

That indeed, as a direct and proximate result of the conduct of RUBENSTEIN, Warner Bros./AOL ceased business relations with IVIEWIT to the damage and detriment of Counter Plaintiffs.⁸⁰

270. Yet somehow PROSKAUER and FOLEY being powerful international law firms have virtually no records of the Estate Planning work done or IP work done for Simon Bernstein nor did TESCHER and SPALLINA allegedly obtain this prior work from PROSKAUER or FOLEY or Attorney at Law Steven Greenwald, Esq. of Florida before embarking on similar Estate Planning work for Simon and Shirley Bernstein. Especially where Simon believed the IP to the largest assets of his estate requiring special Estate planning from the outset for the IP.

271. Yet, TESCHER and SPALLINA had a public relationship with PROSKAUER in the Boca Raton, Florida community being hosted at Bar events and similar events.⁸¹ TESCHER and SPALLINA directly know and are close friends with PROSKAUER Partner GORTZ of the

⁸⁰ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

⁸¹ March 27, 2012 Jewish Federation Mitzvah Society - Proskauer, Tescher & Spallina @ http://jewishboca.org/departments/foundation/pac/caring_estate_planning_professionals_to_honor_donald_r_tescher_esq_at_mitzvah_society_reception_on_march_27/

PROSKAUER Boca Raton Office in Florida who was the first lawyer that accountant Third Party Defendant LEWIN introduced Simon and Eliot too to seek IP protection.

272. GORTZ of PROSKAUER was directly involved in the Iviewit matters and Bernstein Estate matters dating back to 1998, and in fact he was the first person that LEWIN took the technologies to for IP protection for the benefit of Eliot and Simon Bernstein.

273. In the original underlying Illinois life insurance litigation herein, SPALLINA was in communication with GORTZ of PROSKAUER. See email dated February 18, 2013 from SPALLINA to Eliot's children's counsel Christine Yates from SPALLINA TESCHER PRODUCTION Bates No. TS004461-TS004463.

274. This pattern of established law firms involved in the technologies failing basic record keeping for client files like PROSKAUER and FOLEY allegedly not having important Estate and related records like the missing Trusts and Insurance policies in the underlying original action is further support for a preliminary injunction at this time.

275. Eliot, members of the board, investors, prospective investors and management of Iviewit first learned of this "billing" lawsuit by PROSKAUER in Palm Beach County while in the middle of Financing negotiations for the Iviewit companies with Warner Bros. (AOL-Time Warner) for approximately a \$10 to \$20 Million Capital infusion for the Iviewit companies while other financing activities were underway with a Private Placement Memorandum through Wachovia bank.

276. Eliot had already opened a new Iviewit HQ inside the Warner Advanced Technology building on Brand in Glendale, Ca. and had taken over encoding of all Internet content creation of their digital video library and had revenue and royalty contracts signed.

277. Eliot also learned at the same time that an “Involuntary Bankruptcy” had been filed in Florida against companies similarly named to “Iviewit” companies being filed by Brian G. Utley, Real3D, Inc./Intel/RYSO, Michael Reale and Raymond Hersh the CFO⁸².

278. Eliot also learned on or about the same time from a Arthur Andersen audit conducted on behalf of Crossbow Ventures, the largest investor at that time in the IP, that two similarly named companies, Iviewit Holdings existed with only one set of books available.

279. Raymond Hersh claimed that LEWIN’s daughter, Erika Lewin, the in-house accountant at Iviewit was accused of misleading the Andersen auditors in her representation of the corporate structures put together by LEWIN and PROSKAUER. Andersen was suddenly removed from the audit and replaced by Ernst & Young on a referral from LEWIN to complete the audit for Crossbow.

280. ELIOT also learned on or about the same time that the Iviewit companies President and Chief Operating Officer, a one Brian G. Utley, had in his possession a second set of almost identical Intellectual Property applications and one set had different inventors, including Utley as sole inventor on critical imaging IP such as “Zoom and Pan on a Digital Camera” which was invented by Eliot and others almost a year before even hiring Utley, where Utley lists himself as the sole (soulless) inventor.

281. Eliot also learned on or about the same time more information that Joao who represented himself as a Proskauer Partner when in fact he was not, had put over 90 patents in his name, many with of the Iviewit IP technologies at the heart of them and taken from business plans and other IP related materials JOAO accessed as IP Counsel. Later it would be learned that Joao left PROSKAUER/MELTZER LIPPE GOLDSTEIN & SCHLISSEL to work for Ruskin,

⁸² Iviewit Involuntary Bankruptcy Files @ <http://iviewit.tv/CompanyDocs/Utley%20Reale%20Hersh%20RYSO%20Bankruptcy%20nonsense.pdf>

Moscou, Evans & Faltischek where Dean Skelos the New York Senator currently in ongoing corruption proceedings and convicted on all counts against him, putting up a defense of business as usual, which failed to vindicate him.

282. That it is also learned that Joao later goes to the law firm of Dreier & Barritz LLP, where the now infamous attorney Marc Drier was sentenced in a “Ponzi” scheme thereafter.

283. Eliot also learned on or about the same time that the Intellectual Properties represented by Utleby to potential investors, investors and the financial institutions funding the Iviewit companies and those raising funds were not the ones that actually were filed with the US Patent Office.

284. This exposure of the Intellectual Property crimes that were committed to the authorities and others began a terroristic mob style pattern and practice of orchestrated schemes to harm and potentially murder Eliot and his family by primarily lawyers, to deny him monetization of his inventions, deny him access to capital and even basic access to counsel to pursue his rights and claims and a full blunt force denial of due process in the courts and state and federal agencies through a series of conflicts of interests with the attorneys at law infiltrating and interfering improperly in virtually all of Eliot’s legal actions, as they do name very large law firms, legislators, judges and prosecutors as the perpetrators of the IP thefts as filed in his RICO and ANTITRUST lawsuit.

285. This same pattern and practice continues to this day in both Florida Trust and Estate cases and this Illinois insurance litigation which should be viewed by this Court as nothing but a furtherance of a scheme to secret away monies and assets and deny any basic funds or monies to Plaintiff and his family literally to the point of basic survival as Plaintiff has been; a) forced on govt. Food Stamps to feed his 3 minor children who were supposed to be protected and provided for in Simon and Shirley’s Estate planning WITHOUT INTERRUPTION; b) had

home Security systems cut off; c) electric shut off and repeatedly threatened with shut off; d) homeowners insurance lapsed; e) health insurance lapsed, and other acts to deprive Counter Plaintiff of income and more.

286. That after the death of his father Simon Eliot and his family's worlds were literally blown apart financially, when the funds that were supposed to flow to Eliot and his family to protect them were intentionally and with scienter cut off, their kids were ripped from private school on the second day of classes and where the tuitions were funded by Simon and Shirley while living and despite a COLIN court order to pay the tuitions to keep them in school, TED and his counsel ROSE failed to comply and COLIN upon learning of this catastrophe did nothing despite claiming he was very upset and would deal with it shortly.

287. That due to TED'S allegation that his father was murdered via poisoning Eliot and his family live in fear that this may be true, especially after an autopsy done a year or more after Simon's death revealed elevated (beyond reportable levels in some instances) heavy metal toxins, including Arsenic and Cadmium.

288. Simon and Shirley Bernstein in fact while living set up for Eliot through special planning efforts exclusively for Eliot and his family's protection, vehicles designed and funded while living that provided income and security, including a paid for home and expenses for the home and family paid monthly all this careful planning for Eliot and his family resulting from the very real efforts to harm Eliot and his family, especially after viewing the car bombing and learning of death threats against their son and his family.

289. That the probate crimes not only shut down all Eliot's family income streams but further TED, TESCHER and SPALLINA then shut down a company that Simon had invested in, Telenet

Systems, LLC, that provided income to both Eliot and his lovely wife Candice at the time of Simon's death.

290. Without any income from the point of Simon's death to now, as income for the family at Simon's death was to be continued through the Estates and Trusts and other vehicles set up for Eliot and his family such as his Telenet interest and where the crimes were directly intended to leave Eliot and his family instead homeless and denied of their inheritancy with scienter and further bury the Iviewit stock and IP held by Simon and defeat the careful estate plans SPALLINA and TESCHER and others were contracted to protect.

291. That it is alleged that the probate crimes were orchestrated in advance of Simon's death when Simon refused to make changes to the plans of he and Shirley and never did so while living and so fraudulent documents were submitted to Courts and others to make it appear that Simon had changed he and his wife's estate plans and allow TESCHER, SPALLINA and TED to seize Dominion and Control of the Estates and Trusts through FRAUD and begin looting of the assets with impunity with the cover and aid of the state court actors, all acting outside the color of law.

292. That Shirley's Trust was changed admittedly by SPALLINA Post Mortem and it is alleged this fraud was in order to execute a scheme to not only change beneficiaries illegally but more importantly to take fiduciary and legal control of the Estates and Trusts to enable them to steal off with the assets and convert funds to improper parties, all the while failing to provide legally required accountings and document transparency to beneficiaries and again through these crimes leave Eliot and his family with virtually nothing since the time of Simon's death.

293. As this Court is or should be aware, Eliot and his minor children were not even named as Necessary parties to this original Illinois insurance litigation even though all original parties

knew and should have known Eliot and his children were beneficiaries with interests in the case including Attorneys at Law and Fiduciaries TESCHER, SPALLINA and TED e.

SPALLINA ADMITS NEW STATE AND FEDERAL CRIMES AT A “VALIDITY HEARING” BEFORE JUDGE PHILLIPS INCLUDING NEW ADMISSIONS OF FRAUD ON THE COURT AND MORE AND VIOLATES A CONSENT ORDER HE IS UNDER WITH THE SEC

294. On or about September 28, 2015, the SEC out of Washington, DC publicly announced Insider Trading and related charges in a separate action against Florida attorneys and Third-Party Defendants herein SPALLINA and TESCHER.

295. That SPALLINA pled guilty of criminal misconduct and the SEC Consent signed by SPALLINA states,

“2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the “Criminal Action”).”

296. Yet, in a December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA stated the following from the hearing transcript Page 93 Lines 14-22⁸³;

14 · · · · · THE COURT:· You can answer the question, which
15 · · · · · is, did you plead to a felony?
16 · · · · · MR. BERNSTEIN:· Sorry, sir.
17 · · · · · THE WITNESS:· I have not.
18 · · · · · THE COURT:· Okay.· Next question.
19 · BY MR. BERNSTEIN:
20 · · · · Q.· Have you pled guilty to a misdemeanor?
21 · · · · A.· I have not.
22 · · · · Q.· Were you involved in a insider trading case?
23 · · · · · MR. ROSE:· Objection.· Relevance.

⁸³ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

24 · · · · · THE COURT: Sustained. Next question.

297. Further, in the SEC Consent signed by SPALLINA reads,

“12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523. that the allegations in the complaint are true...”

298. SPALLINA further states under sworn testimony at the Validity Hearing regarding the trust documents he created being valid admits to fraudulently altering a Shirley Trust Document and sending to Attorney at Law Christine Yates, Esq. representing the minor children of Eliot via the mail,

Page 95 Lines 14-25 and Page 96 Line 1-19,

14 · · · Q · Mr. Spallina, have you been in discussion with
15 · the Palm Beach County Sheriff's Office regarding the
16 · Bernstein matters?

17 · · · · · MR. ROSE: Objection. Relevance.

18 · · · · · THE COURT: Overruled.

19 · · · · · You can answer that.

20 · · · · · THE WITNESS: Yes, I have.

21 · BY MR. BERNSTEIN:

22 · · · Q · And did you state to them that you
23 · fraudulently altered a Shirley trust document and then
24 · sent it through the mail to Christine Yates?

25 · · · A · Yes, I did.

·1 · · · Q · Have you been charged with that by the Palm
·2 · Beach County Sheriff yet?

·3· . . . A. ·No, I have not.
·4· . . . Q. ·Okay. ·How many times were you interviewed by
·5· ·the Palm Beach County Sheriff?
·6· MR. ROSE: ·Objection. ·Relevance.
·7· THE COURT: ·Sustained.
8· ·BY MR. BERNSTEIN:
·9· . . . Q. ·Did you mail a fraudulently signed document to
10· ·Christine Yates, the attorney for Eliot Bernstein's
11· ·minor children?
12· MR. ROSE: ·Objection. ·Relevance.
13· THE COURT: ·Overruled.
14· THE WITNESS: ·Yes.
15· ·BY MR. BERNSTEIN:
16· . . . Q. ·And when did you acknowledge that to the
17· ·courts or anybody else? ·When's the first time you came
18· ·about and acknowledged that you had committed a fraud?
19· . . . A. ·I don't know that I did do that.

299. Further, SPALLINA perjures himself in self contradiction when he tries to claim that his law firm did not mail Fraudulent documents to the court and commit further FRAUD ON THE COURT and then slips up and admits that they sent the fraudulent documents back to the court when he states;

10· ·BY MR. BERNSTEIN:
11· . . . Q. ·And what was she convicted for?
12· . . . A. ·She had notarized the waiver releases of
13· ·accounting that you and your siblings had previously
14· ·provided, and we filed those with the court.
15· . . . Q. ·We filed those with the court.
16· Your law firm submitted fraudulent documents
17· ·to the court?
18· . . . A. ·No. ·We filed -- we filed your original
19· ·documents with the court that were not notarized, and
20· ·the court had sent them back.
21· . . . Q. ·And then what happened?
22· . . . A. ·And then Kimberly forged the signatures and
23· ·notarized those signatures and sent them back.

300. That not only does SPALLINA admit to Felony criminal that have not yet been investigated but admits that his office members are also involved in proven Fraudulent Creation of a Shirley Trust and where MORAN has already admitted six counts of forgery for six separate parties

(including for a deceased Simon and one for Eliot) and fraudulent notarizations of such documents. Spallina states in the hearing Pages 102-103,

102

20 · · · · · MR. BERNSTEIN: · Sure.

21 · BY MR. BERNSTEIN:

22 · · · · · Q · You've testified here about Kimberly Moran.

23 · · · · · Can you describe your relationship with her?

24 · · · · · A · She's been our long-time assistant in the

25 · office.

103

·1 · · · · · Q · Was she convicted of felony fraudulent

·2 · notarization in the Estate of Shirley Bernstein?

·3 · · · · · MR. ROSE: · Objection. · Relevance.

·4 · · · · · THE COURT: · Overruled.

·5 · · · · · You're asking if she was convicted of a felony

·6 · with respect to the Estate of Shirley Bernstein?

·7 · · · · · You can answer the question.

·8 · · · · · MR. BERNSTEIN: · Correct.

·9 · · · · · THE WITNESS: · I believe she was.

301. SPALLINA then claims that it is standard practice for he and his clients to sign sworn Final Waivers under penalty of perjury with knowingly and irrefutably false statements. Then SPALLINA had a deceased Simon file that alleged sworn document with the Court as Personal Representative on a date after his death while acting as Personal Representative as part of a Fraud on the Court and Fraud on the Beneficiaries and Interested Parties. SPALLINA states in testimony as follows,

Pages 108-110

17 · · · · · Q · Okay · Are you aware of an April 9th full

18 · waiver that was allegedly signed by Simon and you?

19 · · · · · A · Yeah · That was the waiver that he had signed.

20 · And then in the May meeting, we discussed the five of

21 · you, all the children, getting back the waivers of the

22 · accountings.

23 · · · · · Q · Okay · And in that April 9th full waiver you

24 · used to close my mother's estate, does Simon state that

25 · he has all the waivers from all of the parties?

·1 · · · · · A · He does · We sent out -- he signed that, and

·2· ·we sent out the waivers to all of you.
·3· · . . . Q. ·Okay. · So on April 9th of 2012, Simon signed,
·4· ·with your presence, because your signature's on the
·5· ·document, a document stating he had all the waivers in
·6· ·his possession from all of his children.
·7· · . . . ·Had you sent the waivers out yet as of
·8· ·April 9th?

· . . .

20· ·BY MR. BERNSTEIN:

21· · . . . Q. ·April 9th, 2012, you have a signed full waiver
22· ·of Simon's that says that he is in possession of all of
23· ·the signed waivers of all of the parties?
24· · . . . A. ·Standard operating procedure, to have him
25· ·sign, and then to send out the documents to the kids.

· . . .

·1· · . . . Q. ·Was Simon in possession -- because it's a
·2· ·sworn statement of Simon saying, I have possession of
·3· ·these waivers of my children on today, April 9th,
·4· ·correct, the day you two signed that?
·5· · . . . ·Okay. · So if you hadn't sent out the waivers
·6· ·yet to the --

·7· · . . . A. ·I'm not certain when the waivers were sent
·8· ·out.

·9· · . . . Q. ·Were they sent out after the --

10· · . . . A. ·I did not send them out.

11· · . . . Q. ·Okay. · More importantly, when did you receive
12· ·those? · Was it before April 9th or on April 9th?

13· · . . . A. ·We didn't receive the first one until May.

14· ·And it was your waiver that we received.

15· · . . . Q. ·So how did you allow Simon, as his attorney,
16· ·to sign a sworn statement saying he had possession of
17· ·all of the waivers in April if you didn't get mine 'til
18· ·May?

19· · . . . ·MR. ROSE:· Objection. · I think it's relevance
20· · . . . and cumulative. · He's already answered.

21· · . . . ·THE COURT:· What's the relevance?

22· · . . . ·MR. BERNSTEIN:· Oh, this is very relevant.

23· · . . . ·THE COURT:· What is the relevance on the issue
24· · . . . that I have to rule on today?

25· · . . . ·MR. BERNSTEIN:· On the validity? · Well, it's
1· · . . . relevant. · If any of these documents are relevant,
·2· · . . . this is important if it's a fraud.

·3· · . . . ·THE COURT:· I'll sustain the objection.

·4· · . . . ·MR. BERNSTEIN:· Okay. · Can I -- okay.

·5· ·BY MR. BERNSTEIN:

·6· · . . . Q. ·When did you get -- did you get back prior to

·7· ·Simon's death all the waivers from all the children?
·8· ··· A· ·No, we did not.
·9· ··· Q· ·So in Simon's April 9th document where he
10· says, he, Simon, on April 9th has all the waivers from
11· his children while he's alive, and you didn't even get
12· one 'til after he passed from one of his children, how
13· could that be a true statement?
14· ····· MR. ROSE:· Objection.· Relevance.· Cumulative.
15· ····· THE COURT:· Sustained.

302. SPALLINA also perjures himself under sworn oath at the hearing when testifying to the status of his Florida Bar license, which at this time he is listed as “ineligible⁸⁴” to practice law in the state of Florida, when he states in the December 15, 2015 hearing,

Page 91

7· ·BY MR. BERNSTEIN:
·8· ··· Q· ·Mr. Spallina, you were called today to provide
·9· some expert testimony, correct, on the --
10· ··· A· ·No, I was not.
11· ··· Q· ·Oh, okay.· You're just going based on your
12· doing the work as Simon Bernstein's attorney and Shirley
13· Bernstein's attorney?
14· ··· A· ·Yes.
15· ··· Q· ·Okay.· Are you still an attorney today?
16· ··· A· ·I am not practicing.
17· ··· Q· ·Can you give us the circumstances regarding
18· that?
19· ··· A· ·I withdrew from my firm.

Pages 120-121

19· ·BY MR. BERNSTEIN:
20· ··· Q· ·Did you -- are you a member of the Florida
21· Bar?
22· ··· A· ·Yes, I am.
23· ··· Q· ·Currently?
24· ··· A· ·Yes, I am.
25· ··· Q· ·Okay.· You said before you surrendered your
·1· license.
·2· ··· A· ·I said I withdrew from my firm.· It wasn't

⁸⁴ Florida Bar Robert Spallina Ineligible to Practice Law
https://www.floridabar.org/wps/portal/flbar/home/attyssearch/mprofile!/ut/p/a1/jc_LDolwEAXQT-ptHRaWo6mkRazxgdCNYUWaKLowfr_42LioOrtJzs3cYZ41zA_dLftdNZyH7vjYvTxACM3dBrawxEHIOI3ZggSEHEE7girnXJMMNktoDIOr2qgtF7RM_8sjMoRf-T3zn8RJNQO5BXKtp0AxeYNIRTj-HTx_eJ2lI7ycdg2C6e8_WXgh/dl5/d5/L2dBISEvZ0FBIS9nQSEh/?flag=Y&mid=497381

·3· that I was not practicing.

303. Spallina further Perjures his testimony when asked if the Fraudulent Shirley Trust he created by Post Mortem fraudulently altering a Shirley Amendment and disseminated through the mail attempted to change the beneficiaries of the Shirley Trust and he answered no. Yet, the following analysis shows different;

22· BY MR. BERNSTEIN:

23· · · · Q· Did the fraudulently altered document change

24· the beneficiaries that were listed in Shirley's trust?

25· · · · A· They did not.

304. Now comparing the language in the two documents the Court can see that this statement is wholly untrue. From the alleged Shirley Trust document,

“Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), **and their respective lineal descendants** shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL !ANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.”⁸⁵

305. Then the language from the fraudulent amendment states;

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM '), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM

⁸⁵ Shirley Trust Page 7

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendment%202.pdf>

shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder.⁸⁶"

306. Clearly the fraudulent amendment attempts to remove from the predeceased language TED and PAMELA's lineal descendants from being excluded by removing them from the original trust language through a fraudulent amendment as being considered predeceased and thus change the beneficiaries of the Shirley Trust and this perjury changed the outcome of the validity hearing adding cause for a rehearing and voiding the Order that resulted, which was already void and of no effect since Judge Phillips should have already voluntarily mandatorily disqualified himself from the proceedings prior to holding hearings.

307. That in relation to this very case before the Federal Court in SPALLINA's testimony under oath at the Validity Hearing SPALLINA states,

Pages 154-55

20 · BY MR. BERNSTEIN:

21 · . . . Q. · You referenced an insurance policy earlier,
22 · life insurance policy, that you said you never saw; is
23 · that correct?

24 · . . . A. · Yes.

25 · . . . Q. · And was that part of the estate plans?

1 · . . . A. · We never did any planning with that. · That was
· 2 · an insurance policy that your father had taken out
· 3 · 30 years before. · He had created a trust in 1995 for
· 4 · that. · That was not a part of any of the planning that
· 5 · we did for him.

· 6 · . . . Q. · Did you file a death benefit claim on behalf
· 7 · of that policy?

· 8 · MR. ROSE: · Objection. · Relevancy.

· 9 · THE COURT: · Sustained.

308. This statement of SPALLINA's that he had nothing to do with the "planning with that" makes his actions in the insurance matters before this Court questionable, as if he had nothing to do

⁸⁶ Spallina Fraudulent Shirley Trust Page 30

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendment%202.pdf>

with the planning of the policy and the lost and missing trust involved in this action alleged to be the beneficiary, how in the world did Spallina file an insurance death benefit claim⁸⁷ for the policy benefits acting and signing as the claimant on the policy, in the fiduciary capacity of “Trustee” of the 1995 Missing, Lost or Suppressed Trust and acting as the Policy Beneficiary, which appears now to be part of the alleged Insurance Fraud, Mail and Wire Fraud alleged in Petitioner’s pleadings that is now further supported by his perjurious statement in the Florida court denying any involvement.

309. The Court should note that while SPALLINA was filing a death benefit claim as Trustee for the lost and missing trust he claims to have had no involvement with, while he was simultaneously claiming to Eliot that a Florida Probate Court order⁸⁸ would be necessary to determine who the trustee, beneficiaries, etc. of a lost and missing trust would be⁸⁹, he was secretly and in conspiracy with others filing claims for the Policy and when that failed filing this Lawsuit, without notifying Eliot or the Creditor or the Probate Court of this action and failing to including Eliot as part of the legal action, all as part of a complex insurance fraud against Eliot and Beneficiaries of the Estate and the Creditor of the Estate, STANSBURY, and attempting to have the insurance money deposited to his law firm’s trust account acting as the Beneficiary of the Policy he claims to have nothing to do with, acting as Trustee of the lost trust he claims to have

⁸⁷ Spallina Fraudulent Insurance Claim Form He Signs as Beneficiary of the Policy as Trust of a Trust and Policy he has claimed he had nothing to do with, which is DECLINED by Heritage - See Page 05 <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121101%20Heritage%20Claim%20Form%20Spallina%20Insurance%20Fraud.pdf>, Spallina also represents in the correspondences to the carrier that he is Trustee of LaSalle National Trust, NA, which he is not but that is because LaSalle is the Primary Beneficiary.

⁸⁸ January 22, 2013 SPALLINA Letter Re Insurance <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130122%20Ted%20Letter%20and%20Spallina%20Letter%20re%20Insurance.pdf>

⁸⁹ TESCHER & SPALLINA Prepared Settlement Regarding Insurance Policy <http://iviewit.tv/Simon%20and%20Shirley%20Estate/EXHIBIT%205%20-%2020130205%20Eliot%20Letter%20to%20Spallina%20et%20al%20Regarding%20Analysis%20of%20SAMR.pdf>

never seen and impersonating himself as the Primary Beneficiary of the Policy, as Trustee of the LaSalle National Trust NA, of which he is none of.

310. That the fraudulent claim filed by SPALLINA is what led to this Federal Lawsuit being filed as a breach of contract lawsuit for HERITAGE failing to pay the claim to SPALLINA until he could prove the trust and that he was Trustee, of the trust he claims in court under sworn testimony to have had NOTHING to do with.
311. That the Court must question where Judge PHILLIPS was during the hearing where confessions to new crimes of Fraud on the Court, Mail Fraud, Fraud on the Beneficiaries (and Eliot's minor children's counsel, Christine Yates of Tripp Scott law firm) and more are being admitted to on the record by an Officer of the Court SPALLINA, a former Co-Trustee and Co-Personal Representative along with his partner in the crime and the ringleader another former Co-Trustee and Co-Personal Representative, TESCHER who also is under an SEC Consent Order for Insider Trading and one look at the transcript will find Judge PHILLIPS "doodling" (Page 138 Line 1) during the hearing and more interested in threatening Candice Bernstein with contempt of court repeatedly, even removing her from the defense table and sending her to the audience section and yet failing to force SPALLINA to show cause regarding the crimes he committed and admitted to the court, in fact sustaining Eliot from probing these serious felony admissions including Fraud on the Court and Beneficiaries in the validity matters SPALLINA was testifying about and where SPALLINA's felonies were far more serious in nature than Candice's alleged contempt for asking ROSE in the hearing to turn an exhibit for all to see and handing Eliot a document (Page 24 Lines 12-23 and Page 127 Lines 3-7).
312. Further, the Court must question and call to account for what Judge PHILLIPS did after learning of these crimes of the star witness of the "validity" hearing, some admitted by

SPALLINA to have not been investigated or reported by him at the time and thus ripe for prosecution and now having pleadings which show the perjured statements in violation of his SEC Consent Order, did he take control to find out how and who the fraudulent documents were posited in the Court as part of newly admitted FRAUDS ON THE COURT and has Judge PHILLIPS contacted the SEC to report the violation of SPALLINA's consent order or did he contact and report the crimes of Fraud on the Court to the IG of the Court or the Chief Judge or did he contact the Federal Bureau of Investigations regarding the admitted mail fraud or did he have his bailiff, a member of the Palm Beach County Sheriff deputies arrest SPALLINA on the spot?

313. Judge PHILLIPS appears to have done nothing but take SPALLINA's sole testimony to the validity of the documents (some which SPALLINA admitted in the hearing he and others had fraudulently created) and in a bizarre ruling that defies logic and appears outside the color of law, then ruled that the documents were valid with no other parties present to confirm the perjurious Felon's testimony whose Hands are Unclean, credibility shattered and one certainly must ask why the Trustee TED did not call ANY of the other witnesses or multiple notaries and instead choose SPALLINA his business associate and TED's counsel as ALLEGED PR and Trustee who admitted to PBSO that he committed fraud that altered documents to benefit TED's family, which had been wholly considered PREDECEASED prior to the fraud in Shirley Trust. TED filed for the validity hearing after his counsel committed fraud to benefit him and his only witness is his counsel that has committed fraud and TED in his own words stated under sworn oath at the Validity hearing,

Page 206-210

25 · · · Q · Okay · Ted, you were made aware of Robert
1 · Spallina's fraudulent alteration of a trust document of

·2· ·your mother's when?

·3· ··· A· ·I believe that was in the early 2013 or '14.

·4· ··· Q· ·Okay. ·And when you found out, you were the
·5· ·fiduciary of Shirley's trust, allegedly?

·6· ··· A· ·I'm not sure I understand the question.

·7· ··· Q· ·When you found out that there was a fraudulent
·8· ·altercation [sic] of a trust document, were you the
·9· ·fiduciary in charge of Shirley's trust?

10· ··· A· ·I was trustee, yes. ·I am trustee, yes.

11· ··· Q· ·And your attorneys, Tescher and Spallina, and
12· ·their law firm are the one who committed that fraud,

13· ·correct, who altered that document?

14· ··· A· ·That's what's been admitted to by them,

15· ·correct.

16· ··· Q· ·Okay. ·So you became aware that your counsel
17· ·that you retained as trustee had committed a fraud,
18· ·correct?

19· ··· A· ·Correct.

20· ··· Q· ·What did you do immediately after that?

21· ··· A· ·The same day that I found out, I contacted
22· ·counsel. ·I met with counsel on that very day. ·I met
23· ·with counsel the next day. ·I met with counsel the day
24· ·after that.

25· ··· Q· ·Which counsel?

·1· ··· A· ·Alan Rose.

...

P 209-210

24· ·BY MR. BERNSTEIN:

25· ··· Q· ·Have you seen the original will and trust of
·1· ·your mother's?

·2· ··· A· ·Can you define original for me?

·3· ··· Q· ·The original.

·4· ··· A· ·The one that's filed in the court?

·5· ··· Q· ·Original will or the trust.

·6· ··· A· ·I've seen copies of the trusts.

·7· ··· Q· ·Have you done anything to have any of the
·8· ·documents authenticated since learning that your
·9· ·attorneys had committed fraud in altering dispositive
10· ·documents that you were in custody of?

11· ····· MR. ROSE:· Objection. ·Relevance.

12· ····· THE COURT:· Overruled.

13· ····· THE WITNESS:· I have not.

14· ·BY MR. BERNSTEIN:

15· ··· Q· ·So you as the trustee have taken no steps to
16· ·validate these documents; is that correct?

17· ··· A· ·Correct.

314. TED further shows he is an incompetent Trustee at his validity hearing where he admits having not seen the original documents, not bringing any of them to the hearing to prove them valid and that he did “NOTHING” to validate them and did not even have them forensically analyzed or request the originals back from his former disgraced counsel after their admission of fraudulent created trusts and forged documents posited into the court record in his mother’s estate and elsewhere and the admitted fraudulent use of his deceased father by his former counsel to commit fraud upon the court, fraud upon the beneficiaries and close his deceased mother’s estate (despite a COURT ORDER for TESCHER and SPALLINA to turn over “ALL” RECORDS) .

315. The formal Complaint filed by the SEC contains breaches of fiduciary duties by SPALLINA and TESCHER that are almost identical to the claims Eliot has made in the Florida Probate Courts of Palm Beach County since at least on or about May of 2013⁹⁰ and⁹¹ and⁹² and⁹³ .

316. Multiple requests for Discovery from TED in the Florida Probate Courts have been made including by short term counsel Brendan Pratt, Esq.⁹⁴ but no voluntary compliance by TED has occurred and no voluntary Discovery by TED produced.

⁹⁰ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, “SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant”

<http://www.sec.gov/news/pressrelease/2015-213.html>

⁹¹ September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

⁹² October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Teschher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

⁹³ May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

⁹⁴ November 01, 2013 Production Request Ted Bernstein

NY Moreland Commission and Other Related Info

317. Eliot had made inquiry to the Moreland Commission to testify and had submitted information regarding Public Office Corruption in both the State of New York and State of Florida, including information regarding Public Office Complaints against members of the Florida Supreme Court, including former 15th Judicial Judge Jorge Labarga who was the main complained of party in Eliot's Court Corruption complaints and Bar Complaints in Florida and who is now Chief Justice of the Florida Supreme Court and Florida Bar Members (including members of Brian O'Connell's firm Ciklin a one Jerald Beer, Esq.
318. The Honorable Preet Bharara who has now taken down several of the most prominent Lawmakers from both parties in a New York Corruption Probe unparalleled and gaining worldwide recognition and applause, has recently revealed that he has seized the Moreland Commission inquiries for further investigation and where it is presumed that Eliot's inquiry has also been acquired by US Attorney's.

U.S. Attorneys » Southern District of New York » News » Press Releases
Department of Justice
U.S. Attorney's Office
Southern District of New York
FOR IMMEDIATE RELEASE
Monday, January 11, 2016
Statement Of U.S. Attorney Preet Bharara Relating To Moreland Commission Investigation

“After a thorough investigation of interference with the operation of the Moreland Commission and its premature closing, this Office has concluded that, absent any additional proof that may develop, there is insufficient evidence to prove a federal crime. We continue to have active investigations related to substantive inquiries that were being conducted by the Moreland Commission at the time of its closure.”

16-009
USAO - New York, Southern

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEINS%20FIRST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20AND%20THINGS%20PROPOSED%20ON%20TED%20S%20%20BERNSTEIN.pdf>

Updated January 11, 2016

<http://www.justice.gov/usao-sdny/pr/statement-us-attorney-preet-bharara-relating-moreland-commission-investigation>

319. That the knowledge that Bharara has taken over the Moreland inquiries to the US Attorney's Office may provide an answer as to why the Florida Courts are denying due process to Eliot and participating in a massive court controlled conspiracy against his rights, involving many of the same parties as were in his prior complaints now presumed to be before the US Attorney. This may also explain the need to cover up the current Fraud on the Court, Fraud by the Court and Fraud on Eliot and his family at all costs at this time and explain the retaliation and abuse of process against Eliot's family.

320. Due to the Palm Beach Posts Guardianship series exposing widespread Guardianship abuses Eliot and Candice fear that judge Phillips may abuse the Guardianship process to gain control over Eliot's children and where there is already volumes of online complaints⁹⁵ against Judge Phillips this becomes even more frightening.

⁹⁵ "Florida Judge is Taking Children from Good Mothers and Placing Them with Abusers"

Daily Kos Sunday Jul 20, 2014 · 9:10 AM EDT

<http://www.dailykos.com/story/2014/7/20/1315240/-Florida-Judge-is-Taking-Children-from-Good-Mothers-and-Placing-Them-with-Abusers>

and

Families Against Court Travesties, Inc. - John L. Phillips' Cases

C.C.S.'s Story - <https://factscourtwatch.com/c-c-s/>

B.D.'s Story - <https://factscourtwatch.com/b-d/>

E.C.'s Story - <https://factscourtwatch.com/e-c/>

J.J.'s Story - <https://factscourtwatch.com/j-j/>

M.J.'s Story - <https://factscourtwatch.com/m-j/>

M.M.'s Story - <https://factscourtwatch.com/m-j/>

T.R.'s Story - <https://factscourtwatch.com/t-r/>

<https://factscourtwatch.com/john-l-phillips-cases/>

and

John. L Phillips Racist and Biased Judge John L. Phillips Palm Beach Gardens Florida

<http://www.ripoffreport.com/r/John-L-Phillips/Palm-Beach-Gardens-Florida/John-L-Phillips-Racist-and-Biased-Judge-John-L-Phillips-Palm-Beach-Gardens-Florida-1177334>

and

Judge John Phillips rules Elderly People Incapacitated Violating the Elderly Rights of Due Process

<http://ireport.cnn.com/docs/DOC-163498>

and

Judge John L. Phillips from Palm Beach Garden is a lose cannon a Prejudicial biased Judge that is hurting our families.

321. That Eliot has been a thorn in the side of these lawyers and judges for many years and with their knowledge that if Eliot succeeds at some point in breaking through the corruption to have a fair and impartial hearing and honest investigations that they may lose everything and many of them may end up in prison on very serious counts including alleged attempted murder and murder according to Ted and others of Simon and thus all of these crimes in the Florida Probate matters may be carefully planned attacks on Eliot and his family to suppress and destroy all records and evidence of Eliot and Simon's relating to Iviewit before investigators can prosecute them.

322. Eliot has reason to fear that there is no due process in Florida and in fact the opposite, a massive Obstruction by attorneys and judges and other State Agencies⁹⁶ Eliot has complained of working hand in hand, allowing years of records to disappear from Simon, allowing forged and fraudulently notarized documents to be submitted to the courts to further the scheme and nothing done when they are caught by the self regulating legal system that has failed, Judge Colin directly interfering with state criminal investigations to shutter them from investigating the Fraud on the Court and Fraud by the Court Officers and Judges alleged and proven in some instances already.

323. Therefore this Court and the US Attorneys with Eliot's Moreland Complaint may not only lose value production documents necessary to prove the truth of this lawsuit but if the Florida Probate Court continues to remove Eliot's rights as a beneficiary, standing and pleadings, this Court may lose Eliot as material and fact witness and all Eliot's records as they try and

<http://www.avvo.com/legal-answers/judge-john-l--phillips-from-palm-beach-garden-is-a-1626549.html>
and

Judge John Phillips of West Palm Florida Probate courts does nothing to end the wall of corruption in the Florida Probate Courts. Ted Bernstein Life Insurance Concepts, Judge Martin Colin, Donald Tescher Florida Attorney; Florida Probate Courts.

<http://tedbernsteinreport.blogspot.com/2016/02/judge-john-phillips-of-west-palm.html>

⁹⁶Iviewit Investigation Master List

www.iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm

repeatedly charge Eliot with contempt and more in efforts to have him imprisoned and his children placed in unnecessary and illegal guardianships obtained through fraud on the court and fraud by the court as is the case in tomorrows hearing before Judge Phillips and while jailed may move to evict his family from their home and destroy all records in his possession.

324. Finally, due to the heavy metal poison results of his father and the attempted car bombing of his family, Eliot fears that with the US Attorney now involved they may rush to finally perfect their attempt and murder Eliot and his family. The Court's injunctive power could be no greater to protect its authority and protect the main witness to the facts in this Court's case and where Eliot is a Whistleblower on the Court Corruption he is in need of Federal protection of his life and properties, all important to this Court's determination of the matters before it and all being intentionally interfered with by the Florida Court State Actors who have no immunity for such egregious and criminal misconduct in efforts to thwart Eliot's due process rights and interfere with this Court's matter as well.

325. Eliot apologizes to the Court for any filing errors in advance but this is an emergency situation where my life and the life of my wife and children and all of our properties appear in imminent danger and this Court must act instantly to preserve the powers of this Court despite any technical drafting errors by a Pro Se party.

326. There are so many due process violations and obstructions occurring rapidly that it would take a several hundred page pleading to attempt to deal with all of this ongoing criminal misconduct and civil torts.

327. In seeking leave to amend the counter complaint I will try and put the remainder of items in a proper pleading within two weeks so the Court can further assess the merits of the case.

Parties and Claims to be Added on Leave to Amend for Declaratory Judgment, 42 USC Sec. 1983 and other Fiduciary, tortious interference, negligence and State Claims - See Exhibit A

I respectfully seek Leave to file an Amended Complaint / Counter-Cross Complaint however properly labeled adding parties and claims as set forth above.

WHEREFORE, Eliot I. Bernstein, Pro Se Third Party Defendant/Cross Plaintiff respectfully prays for an Order:

1. Immediate Injunctive Relief under the All Writs Act, Anti-Injunction Act and FRCP against Ted Bernstein and counsel and representatives acting on his behalf specifically including but not limited to attorney Alan M. Rose, against the Estate of Simon Bernstein acting by and through local Illinois counsel and by Florida PRs Brian O'Connell and Joy Foglietta, against Pamela Simon, David Simon, Adam Simon, Jill Bernstein-Iantoni, Lisa Friedstein, and against proceedings in the Florida Probate Courts of Palm Beach County and other parties deemed proper by this Court, temporarily enjoining said parties from further proceedings in the Florida Probate Courts herein until further order of this Court, from disposing, selling, transferring, encumbering or in any way disposing of any assets, properties as specified herein, and further preserving any and all evidence, documents, files, notes, bills, statements, mail, emails, and other evidence herein;
2. Specifically Enjoining at least Temporarily Florida Probate Court Judge Phillips on Thursday, Feb. 25, 2016 at 3:15 PM EST until further Order of this

Court;

3. Permitting the Amendment of the original counter-complaint filed herein to add claims under 42 USC Sec. 1983 and other pendant state law claims including but not limited to tortious interference with rights of expectancy and inheritance;
4. Granting appropriate leave to further Amend said complaint to add specified known parties and have said parties served by the US Marshal service or agency determined by this Court;
5. Granting leave to Amend to include a Declaratory Judgment on specified counts pertaining to Trusts, Wills, Instruments, and the Validity and Construction thereof;
6. Waiving any requirement for Bonding by Eliot I. Bernstein under extraordinary circumstances and imposing the requirement of bonding against specified wrongdoers herein if necessary.
7. Such other and further relief as to this Court may seem just and proper.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED: Wednesday, February 24, 2016

Note: All URL EXHIBITS contained herein are hereby incorporated by reference in entirety herein. The Court should consider printing these URL exhibits as recent hacking of Eliot's website and mail have caused his site to repeatedly be shut down at critical times making drafting and filing of complaints even more difficult. To ensure the court that these links do not disappear copying them down and printing them is requested.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
 2753 NW 34th St.
 Boca Raton, FL 33434
 Telephone (561) 245-8588
iviewit@iviewit.tv
www.iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on Wednesday, **February 24, 2016** I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified below via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
 2753 NW 34th St.
 Boca Raton, FL 33434
 Telephone (561) 245-8588
iviewit@iviewit.tv
www.iviewit.tv

SERVICE LIST

James J. Stamos and Kevin Horan STAMOS & TRUCCO LLP One East Wacker Drive, Third Floor Chicago, IL 60601 Attorney for Intervenor, Estate of Simon Bernstein	Adam Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730	Ted Bernstein, 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com
Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD , ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com	Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com	Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner and Joielle Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com

Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	David B. Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730

**EXHIBIT A - LIST OF COUNTER COMPLAINT DEFENDANTS TO BE INCLUDED
IN THE AMENDED COMPLAINT**

EXHIBIT A
COUNTER COMPLAINT DEFENDANTS / PARTIES

COUNTER-DEFENDANTS/THIRD PARTY DEFENDANTS FOR AMENDED COMPLAINT AND PARTY DESIGNATIONS

1. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, professionally;
2. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, personally;
3. Judge Martin Colin, professionally;
4. Judge Martin Colin, personally;
5. Judge David French, professionally;
6. Judge David French, personally;
7. Judge Howard Coates, professionally;
8. Judge Howard Coates, personally;
9. Judge John Phillips, professionally;
10. Judge John Phillips, personally;
11. The State of Florida;
12. The Florida Supreme Court;
13. The 4th District Court of Appeals;
14. Palm Beach County Probate and Circuit Courts;
15. The County of Palm Beach;
16. The Palm Beach County Sheriff;
17. Detective Ryan Miller;
18. Detective David Groover;
19. Detective Andrew Panzer;
20. Captain Carol Gregg;
21. Theodore Bernstein, personally;
22. Theodore Bernstein, as alleged Trustee of the Shirley Trust;
23. Theodore Bernstein as Personal Representative of the Shirley Estate;
24. Theodore Bernstein as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95;
25. Theodore Bernstein, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
26. Pamela Beth Simon, personally;
27. Pamela Beth Simon, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
28. Lisa Sue Friedstein, personally;
29. Lisa Sue Friedstein, as Natural Guardian of minor CF;
30. Jill Marla Iantoni, personally;
31. Jill Marla Iantoni, as Natural Guardian of minor JI;
32. David B. Simon, Esq., professionally;
33. David B. Simon, Esq., personally;
34. Adam Simon, Esq., professionally;
35. Adam Simon, Esq., personally;

36. The Simon Law Firm and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
37. Robert L. Spallina, Esq., personally;
38. Robert L. Spallina, Esq., professionally;
39. Robert L. Spallina, Esq., former alleged Co-Trustee of the Simon Bernstein Trust;
40. Robert L. Spallina, Esq., former alleged Co-Personal Representative of the Simon Bernstein Estate;
41. Donald R. Tescher, Esq. personally;
42. Donald R. Tescher, Esq. professionally;
43. Donald R. Tescher, Esq. former alleged Co-Trustee of the Simon Bernstein Trust;
44. Donald R. Tescher, Esq. former alleged Co-Personal Representative of the Simon Bernstein Estate;
45. Gutter Chaves Josepher Rubin Forman Fleisher Miller PA F.K.A. Tescher Gutter Chaves Josepher Rubin Ruffin & Forman PA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
46. Tescher & Spallina, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
47. T&S Registered Agents, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
48. Kimberly Francis Moran, personally;
49. Kimberly Francis Moran, professionally;
50. Lindsay Baxley aka Lindsay Giles, personally;
51. Lindsay Baxley aka Lindsay Giles, professionally;
52. Alan B. Rose, Esq. – personally;
53. Alan B. Rose, Esq. – professionally;
54. Page, Mrachek, Fitzgerald & Rose, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
55. Ciklin Lubitz Martens & O'Connell and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
56. Brian O'Connell, Esq., personally;
57. Brian O'Connell, Esq., professionally;
58. Brian O'Connell, Esq., fiduciary;
59. Joielle "Joy" A. Foglietta, Esq., personally;
60. Joielle "Joy" A. Foglietta Esq., professionally;
61. Joielle "Joy" A. Foglietta Esq., fiduciary;

62. Albert Gortz, Esq., personally;
63. Albert Gortz, Esq., professionally;
64. Proskauer Rose, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
65. Hopkins & Sutter and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
66. Foley & Lardner LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
67. Greenberg Traurig, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
68. Jon Swergold, Esq., personally;
69. Jon Swergold, Esq., professionally;
70. Gerald R. Lewin, CPA, personally;
71. Gerald R. Lewin, CPA, professionally;
72. CBIZ, Inc. (NYSE: CBZ) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
73. John Morrissey, Esq., personally;
74. John Morrissey, Esq., professionally;
75. John P. Morrissey, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
76. Mark R. Manceri, Esq., personally;
77. Mark R. Manceri, Esq., professionally;
78. Mark R. Manceri, Esq., P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
79. Pankauski Law Firm PLLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
80. John J. Pankauski, Esq., personally;
81. John J. Pankauski, Esq., professionally;
82. Steven A. Lessne, Esq., personally;
83. Steven A. Lessne, Esq., professionally;
84. GrayRobinson, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
85. GUNSTER and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

86. Brandan J. Pratt, Esq., personally;
87. Brandan J. Pratt, Esq., professionally;
88. Huth & Pratt and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
89. Stanford Financial Group and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers, Receivers and Fiduciaries;
90. Oppenheimer & Co. Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
91. Oppenheimer Trust Company of Delaware and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
92. Janet Craig, personally;
93. Janet Craig, professionally;
94. Janet Craig, fiduciary;
95. Huntington Worth, personally;
96. Huntington Worth, professionally;
97. Huntington Worth, fiduciary;
98. William McCabe, Esq., personally;
99. William McCabe, Esq., professionally;
100. Legacy Bank of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
101. JP Morgan Chase & Co. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
102. LaSalle National Trust, NA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
103. Chicago Title Land Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
104. Heritage Union Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

105. Jackson National Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
106. Reassure America Life Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
107. WiltonRe and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
108. First Arlington National Bank as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
109. United Bank of Illinois and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
110. Bank of America, Alleged successor in interest to LaSalle National Trust, N.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
111. Wilmington Trust Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
112. Regency Title dba US Title of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
113. Old Republic National Title Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
114. Nestler Poletto Sotheby's International Realty and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
115. Bernstein Family Realty, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
116. Bernstein Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
117. Bernstein Family Investments, LLLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns,

- Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
118. S.T.P. Enterprises, Inc., and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
 119. S.B. Lexington, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 120. National Service Association, Inc. (of Illinois) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 121. Life Insurance Concepts, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 122. LIC Holdings, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 123. LIC Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 124. Arbitrage International Management LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 125. Arbitrage International Marketing, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 126. Arbitrage International Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 127. National Services Pension Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 128. Arbitrage International Marketing Inc. 401 (k) Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 129. Simon L. Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;

130. Simon L. Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
131. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
132. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2012) and its current and former trustees, fiduciaries and counsel;
133. Simon L. Bernstein Amended and Restated Trust Agreement (2012) and its current and former trustees, fiduciaries and counsel;
134. Wilmington Trust 088949-000 Simon L. Bernstein Irrevocable Trust and its current and former trustees, fiduciaries and counsel;
135. Estate and Will of Shirley Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
136. Shirley Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
137. Shirley Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
138. Simon Bernstein Irrevocable Insurance Trust dated 6/21/1995 (currently missing and legally nonexistent) and its current and former trustees, fiduciaries and counsel;
139. Shirley Bernstein Marital Trust and Family Trust created under the Shirley Bernstein Trust (2008) and its current and former trustees, fiduciaries and counsel;
140. S.B. Lexington, Inc. 501(C)(9) VEBA TRUST and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
141. Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
142. Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
143. Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
144. Eliot Bernstein Family Trust dated May 20, 2008 and its current and former trustees, fiduciaries and counsel;
145. Daniel Bernstein Irrevocable Trust dated September 7, 2006 and its current and former trustees, fiduciaries and counsel;
146. Jake Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
147. Joshua Z. Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
148. Traci Kratish, Fiduciary;
149. Christopher Prindle, personally;
150. Christopher Prindle, professionally;
151. Peter Montalbano, personally;
152. Peter Montalbano, professionally;
153. Steven Greenwald, personally;
154. Steven Greenwald, professionally;
155. Louis B. Fournet; professionally;

156. Louis B. Fournier, personally;
157. Alexandra Bernstein;
158. Michael Bernstein;
159. Eric Bernstein;
160. Molly Simon;
161. Max Friedstein;
162. John and Jane Doe State Defendants,

EXHIBIT A - LIST OF POTENTIAL DEFENDANTS TO BE ADDED TO COUNTER COMPLAINT BASED ON NEED TO OBTAIN DISCOVERY AND POTENTIAL COMPANY - VEHICLE TO HIDE-MOVE ASSETS ETC

163. John Hancock
164. Delray Medical Center;
165. Ronald V. Alvarez, Esquire, is a mediator;
166. CFC of Delaware, LLC.
167. Life Insurance Connection, Inc.
168. TSB Holdings, LLC
169. TSB Investments LLLP
170. Life Insurance Concepts, LLC
171. Life Insurance Innovations, Inc.
172. National Service Association, Inc. (of Florida)
173. Total Brokerage Solutions LLC
174. Cambridge Financing Company
175. National Service Association, Inc.
176. National Service Corp (FLORIDA)
177. Simon L. Bernstein Irrevocable Trust U/A 9/7/06
178. Shirley Bernstein Irrevocable Trust U/A 9/7/06
179. Simon Bernstein 2000 Insurance Trust (dated august 15, 2000)
180. Shirley Bernstein 2000 Insurance Trust (dated august 15, 2000)
181. 2000 Last Will and Testament of Simon L. Bernstein
182. 2000 Last Will and Testament of Shirley Bernstein
183. Jill Iantoni Family Trust dated May 20, 2008
184. Lisa Friedstein Family Trust dated May 20, 2008
185. Daniel Bernstein Irrevocable Trust 07-JUL-10 049738
186. Jake Bernstein Irrevocable Trust 07-JUL-10 0497381
187. Joshua Z Bernstein Irrevocable Trust 07-JUL-10 0497381
188. Simon Bernstein Irrevocable Trust dated 6/21/95
189. Simon Bernstein Trust, NA
190. S.B. Lexington, Inc. Employee Death Benefit Trust
191. Simon Bernstein Trust Agreement dated May 13, 2008
192. Saint Andrews School Boca Raton

EXHIBIT 6 - Ted Bernstein Statement Huhem PBSO Homicide Investigation.

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
 CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460

DISPOSITION: ZULU
 DIVISION: DETECTIVE

911:

SUICIDE

SIGNAL CODE: 32 CRIME CODE: * NON CRIME CODE: OT CODE: 9532 06/13/16 TUESDAY
 ZONE: C21 GRID: DEPUTY I.D.: 7571 NAME: PEREZ, M. ASSIST: TIME D 1610 A 1629 C 0119
 OCCURRED BETWEEN DATE: 02/22/16 , 2200 HOURS AND DATE: 02/23/16 , 1730 HOURS
 EXCEPTION TYPE:

INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
 CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: RESIDENCE - SINGLE FAMILY
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..

ON MAY 24, 2016, AT APPROXIMATELY 1830 HOURS I MET WITH TED BERNSTEIN (WHITE MALE, 08/27/1959) WHO PROVIDED ME WITH A STATEMENT. THE FOLLOWING IS A SYNOPSIS OF TED'S STATEMENT. TED STATED THAT ON THE DAY OF MITCH'S DEATH HE TEXTED MITCH SOMETIME BETWEEN 8:30 A.M. AND 9:00 A.M. IN REFERENCE TO SCHEDULING A MEETING; HOWEVER, MITCH DID NOT RESPOND. TED STATED THAT AT APPROXIMATELY 3:30 P.M. HE GOT A CALL FROM DEBORAH AND SHE SOUNDED PANICKED. TED STATED THAT DEBORAH MENTIONED THAT MITCH'S STUFF WAS HERE AND SHE HASN'T HEARD FROM HIM. TED STATED THAT DEBORAH ASKED IF HE AND MITCH HAD MET, OR IF TED KNEW OF ANY MEETINGS AND TED RESPONDED NO.

TED STATED THAT A COUPLE OF HOURS LATER, PBSO CALLED AND ASKED HIM TO COME TO THE HOUSE. TED STATED THAT HE ARRIVED AT THE HOUSE AND LEARNED OF MITCH'S DEATH. TED STATED THAT DEBORAH SENT HIM A MESSAGE ASKING HIM TO STAY AND HE WAITED FOR ABOUT 40 MINUTES BEFORE LEAVING. TED STATED THAT SHORTLY AFTER ARRIVING HOME DEBORAH CALLED HIM AND HE RETURNED TO THE SCENE ACCOMPANIED BY HIS WIFE. TED STATED THAT HE DROVE DEBORAH TO HIS HOUSE WHERE SHE SPENT THE NIGHT.

TED DESCRIBES DEBORAH AS BEING IN SHOCK AND BEING CONCERNED ABOUT MITCH'S LEGACY. TED STATED THAT DEBORAH DIDN'T WANT PEOPLE THAT KNEW HIM TO FIND OUT THAT MITCH TOOK HIS OWN LIFE. TED STATED THAT DEBORAH MENTIONED RECENTLY HAVING A FACIAL LASER PEEL DONE WHICH HE BELIEVED TO HAVE CAUSED AN EXTREME REACTION ON HER FACE. TED DESCRIBED IT AS LOOKING PAINFUL AND THAT THAT WAS THE ONLY MARKS THAT HE NOTICED ON DEBORAH. TED STATED THAT DEBORAH STAYED AT HIS HOME 3-4 DAYS AND DURING THAT TIME HE BRIEFLY MET ONE OF MITCH'S SISTERS, A BROTHER-IN-LAW AND DEBORAH'S SON. TED STATED THAT HE

 printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460
DISPOSITION: ZULU

TRIED TO GIVE THEM PRIVACY AND STAY OUT OF THE WAY SO HE DOESN'T KNOW IF THEY WERE ARGUING OR THE TOPICS OF THEIR CONVERSATIONS.

TED STATED THAT PRIOR TO THIS INCIDENT THE LAST TIME HE SPOKE TO DEBORAH WAS AROUND THE HOLIDAYS. TED STATED THAT PRIOR TO THE INCIDENT HE SPOKE WITH MITCH ON THE MONDAY OR TUESDAY BEFORE AND THAT THEY TALKED ABOUT THE HOUSE REMODEL, THE MOLD AND INSURANCE ADJUSTERS. TED STATED THAT THEY ALSO TALKED ABOUT MITCH NOT WANTING TO BE INCLUDED IN ONLINE BLOGS AND MITCH OFFERED TO HELP TED'S ONLINE IMAGE.

TED STATED THAT HE HAS KNOWN MITCH SINCE AUGUST OR SEPTEMBER THROUGH EMAILS ABOUT THE HOUSE; HOWEVER, THEY DIDN'T MEET UNTIL OCTOBER. TED STATED THAT ALL OF THE CONVERSATIONS WERE IN REFERENCE TO THE HOUSE. TED STATED THAT HE DID NOT NOTICE ANY SIGNS OF MENTAL ILLNESS BUT THAT HE DID NOT KNOW MITCH WELL ENOUGH TO NOTICE. TED STATED THAT THEY DID DEVELOP A FRIENDSHIP, AND THAT HE REMEMBERS BEING IMPRESSED THAT MITCH DID NOT BLAME HIM FOR THE EXTENSIVE PROBLEMS WITH THE HOUSE. TED STATED THAT MITCH AND HE WOULD TALK 2-3 TIMES A WEEK.

TED STATED THAT HE DIDN'T BELIEVE THAT HIS BROTHER ELLIOT KNEW MITCH'S IDENTITY UNTIL AFTER THE DEATH AND THAT UP TO THIS POINT MITCH HAD NOT BEEN MENTIONED IN ELLIOT'S BLOG AND MITCH WANTED TO KEEP IT THAT WAY. TED STATED THAT THIS IS THE REASON THE LAND TRUST WAS USED TO PURCHASE THE HOME.

TED STATED THAT HIS PARENTS LEFT ASSETS TO THEIR GRANDCHILDREN AND THAT HE DIDN'T STAND TO BENEFIT ANYTHING FROM THE PURCHASE. TED STATED THAT BECAUSE OF HIS BROTHER ELLIOT, TED USES A LAWYER FOR EVERYTHING IN ORDER TO PROTECT HIMSELF.

TED STATED THAT HE AND MITCH GOT TO KNOW EACH OTHER AND THAT MITCH WANTED TO HELP HIS REPUTATION. TED STATED THAT MITCH THOUGHT GOING INTO BUSINESS TOGETHER WOULD HELP BUT THAT THEY NEVER SPOKE OF MONEY AFTER THE CLOSING OF THE HOUSE.

TED STATED THAT MITCH DID NOT REACH OUT TO TED FOR HELP AND THAT MITCH DID NOT APPEAR TO BE DEPRESSED. TED DESCRIBED MITCH TO BE UPBEAT AND HE WAS NO DIFFERENT TWO DAYS BEFORE.

THIS CONCLUDED TED'S STATEMENT.

ON MAY 25TH AT APPROXIMATELY 1500 HOURS I MET WITH MICHAEL ALTSHULER (WHITE MALE, 10/11/1956). MICHAEL PROVIDED ME WITH A SWORN STATEMENT WHICH WAS MEMORIALIZED ON A DIGITAL RECORDING DEVICE. THE FOLLOWING IS A SYNOPSIS OF MICHAEL'S STATEMENT, FOR SPECIFIC DETAILS PLEASE REFER TO THE CD LOCATED IN PBSO EVIDENCE. MICHAEL STATED THAT ON THE DAY OF MITCH'S DEATH HE WAS SUPPOSED TO MEET WITH MITCH AT THE GYM INSIDE OF MITCH'S DEVELOPMENT. MICHAEL STATED THAT HE ARRIVED AT THE COMMUNITY GYM AROUND 7:00 P.M. AND THAT THIS HAD BEEN PLANNED SEVERAL DAYS IN ADVANCE. MICHAEL STATED THAT HE MET MITCH AT A SEMINAR AND THAT THEY HAVE KNOWN EACH OTHER FOR 3-4 MONTHS.

printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM

EXHIBIT 7 - Deposition Tescher

VOLUME: I
PAGES: 1-165
EXHIBITS: 1-15, A

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
NO. 502012CP004391XXXXSB
CP - Probate

IN RE:)
ESTATE OF SIMON L. BERNSTEIN)
_____)

TELEPHONIC DEPOSITION of DONALD R. TESCHER, called as a witness by and on behalf of Ted S. Bernstein, pursuant to the applicable provisions of the Florida Rules of Civil Procedure, before P. Jodi Ohnemus, RPR, RMR, CRR, CA-CSR #13192, NH-LCR #91, MA-CSR #123193, and Notary Public, within and for the Commonwealth of Massachusetts, at the Hampton Inn & Suites, 10 Plaza Way, Plymouth, Massachusetts, on Wednesday, 9 July, 2014, commencing at 2:38 p.m.

1 nor did Mr. Spallina bring it to the attention of
2 anybody; is that --

3 A. We couldn't, because we weren't aware of
4 it.

5 Q. Okay. And when you became aware of it in
6 2013, did you think it appropriate at that time to
7 resign as copersonal representative from the estate
8 of Simon Bernstein?

9 A. No.

10 Q. Now, did there come a time, however, when
11 you did resign -- you and Mr. Spallina -- as
12 copersonal representatives of the Simon Bernstein
13 estate; correct?

14 A. That is correct.

15 Q. Do you recall when that was?

16 A. January of 2014.

17 Q. And what was the incident at that time
18 that then caused you to resign as copersonal
19 representatives of the estate of Simon Bernstein?

20 A. It came to light -- it was brought to my
21 attention that the -- there was an amendment --
22 there was an altered document altering the
23 amendment to Shirley Bernstein's revocable trust,
24 which document had been forwarded to Christine
25 Yates, who was then serving as counsel to Eliot

1 Bernstein's children; and that document added a
2 provision.

3 **Q. All right. And how did that document come**
4 **to light -- the altered document?**

5 A. It was brought to my attention by someone
6 in my office.

7 **Q. Okay. Now, the -- you identified the**
8 **altered document as what again -- the Shirley**
9 **Bernstein Trust?**

10 A. The Amendment to Shirley Bernstein's
11 Revocable Trust Agreement.

12 **Q. Okay. And who in your office brought that**
13 **to your attention?**

14 A. Our associate.

15 **Q. And who is that?**

16 A. Lauren Galvani.

17 **Q. And when did that take place?**

18 A. January 2013.

19 **Q. Okay. And there is a document that's**
20 **attached to your affidavit, which is the -- I**
21 **believe an amendment to the Shirley Bernstein**
22 **Trust; is that correct?**

23 A. Hold on one moment. Let me get to that.

24 **Q. Is that Exhibit C?**

25 A. I believe that's C, if I'm not mistaken.

1 Hold on one moment.

2 (Witness reviews document.) Yeah. That's
3 Exhibit C.

4 **Q. Okay. All right.**

5 **Now, Exhibit C, is that the altered**
6 **document or the unaltered document?**

7 A. That is the unaltered document.

8 **Q. And what did the altered first amendment**
9 **to the Shirley Bernstein trust say?**

10 A. I don't have it in front of me, but
11 essentially what it did was there was a -- you see
12 how it's numbered now 1 and 3? There were -- you
13 know, somebody had messed up when it had been
14 originally prepared, and it got numbered --
15 paragraph No. 1, paragraph No. 3.

16 A paragraph No. 2 was inserted between 1
17 and 3.

18 **Q. And when did that take place?**

19 A. I don't know.

20 **Q. Was it -- did it take place sometime in**
21 **2012?**

22 A. I don't know.

23 **Q. Did it take -- well, how did your**
24 **associate suddenly come across it in January of**
25 **2014?**

1 A. You'll have to ask her.

2 **Q. Did you ever ask her how she came across**
3 **it that then subsequently caused you to resign as**
4 **copersonal representative?**

5 A. She noticed that the amendment that had
6 been included in the letter to Christine Yates was
7 different than Exhibit -- the exhibit that's here
8 attached to my affidavit.

9 **Q. And in that letter to Christine Yates,**
10 **what was the date of that letter?**

11 A. I think it was January of 2013 -- I think.

12 **Q. Okay. And so that was after the death of**
13 **Simon Bernstein; correct?**

14 A. Yes, it was.

15 **Q. So then that altered document contained in**
16 **a document dated January 11, 2013 could very well**
17 **have been prepared while Ted Bernstein was the**
18 **successor personal representative and successor**
19 **trustee to the Shirley Bernstein estate and trust;**
20 **correct?**

21 A. No. Probably -- well...

22 Probably -- I'm not sure, to be honest,
23 Peter. I'm not a hundred percent certain on the
24 timing.

25 **Q. Okay. And how did a year go by between**

1 the time of the January 11th, 2013 letter in which
2 the altered document was produced to the attorneys
3 for Eliot Bernstein and then the discovery that it
4 was, in fact, an altered document? What happened
5 in that 12-month time that caused you, or your
6 associate, or your office to discover that, in
7 fact, what had been supplied to counsel for Eliot
8 Bernstein was, in fact, a forged document or
9 altered document?

10 A. I can't answer that question, actually --
11 'cause I don't know.

12 Q. All right. And -- and who in your firm
13 would be in the best position to know that -- if
14 it's not the general manager -- the managing
15 partner of the firm?

16 A. Mr. Spallina or Ms. Galvani.

17 Q. You were the managing partner at that time
18 still; correct?

19 A. I was the president.

20 Q. Okay. And what did the altered document
21 say in paragraph 2?

22 A. I told you that I don't have that in front
23 of me.

24 Q. And the one attached to your affidavit?

25 A. I told you that I don't have that in front

1 of me.

2 **Q. I apologize if I'm being repetitive on**
3 **that score.**

4 A. Yeah, I don't have --

5 **Q. Your best recollection.**

6 A. Yeah. Peter, I don't have it here.

7 It dealt with the definition of children
8 and lineals.

9 MR. ROSE: Peter, I don't want to ruin
10 your momentum that you're building up, but I need
11 to take a bathroom break. Could we take -- we've
12 been going at it for a little more than an hour.
13 Can we take like a five-minute break?

14 MR. FEAMAN: Sure. I'm moving on to the
15 next item anyway.

16 MR. ROSE: No more than five -- maybe as
17 little as two minutes. I'll be right back.

18 MR. FEAMAN: No problem.

19 (Recess was taken.)

20 **Q. Mr. Tescher, I'd like you to take a look**
21 **at what's been premarked as Exhibit 3.**

22 MR. FEAMAN: Madam Court Reporter, would
23 you hand that to the witness.

24 COURT REPORTER: Okay.

25 MR. FEAMAN: Thank you.

Stansbury's
Exh. 3
to Teacher's dep.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

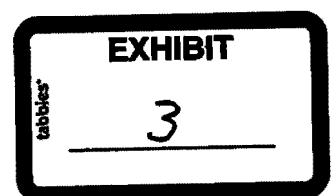
Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death. Information provided to me appears to indicate that there were two versions of the First Amendment to the Shirley Bernstein Trust Agreement, both executed on November 18, 2008. Under one version the children of Pam Simon and Ted Bernstein would not be permissible appointees of Simon Bernstein's exercise of the power of appointment while under the second version that restriction was removed. As you all know, Simon Bernstein's dispositive plan, expressed to all of you during his lifetime on a conference call, was to distribute the Estate to all ten of his grandchildren. That was the basis upon which the administration was moving forward.

Under the Shirley Bernstein Trust, there is a definition of children and lineal descendants. That definition excluded Pam Simon, Ted Bernstein and their respective children from inheriting. The document also contained a special Power of Appointment for Simon wherein he could appoint the assets of the Trust for Shirley's lineal descendants. Based upon the definition of children and lineal descendants, the Power of Appointment could not be exercised in favor of Pam Simon, Ted Bernstein or their respective children, although we believe it was Simon Bernstein's wish to provide equally for all of his grandchildren.

On November 18, 2008, it does appear from the information that I have reviewed that Shirley Bernstein executed a First Amendment to her trust agreement. The document as executed appears to make only one relatively minor modification to her trust disposition by eliminating a specific gift to Ted



Bernstein Family
January 14, 2014
Page 2

Bernstein's stepson. In January of 2013 a First Amendment to the Shirley Bernstein Trust Agreement was provided to Christine Yates, Esq. who, at that time, was representing Eliot Bernstein. The document provided contained a paragraph number 2 which modified the definitional language in Shirley's document so as to permit, by deleting the words "and their respective lineal descendants" from the definition, an exercise of the power of appointment by Simon Bernstein over the Shirley Bernstein Trust to pass equally to all ten grandchildren rather than only six of the grandchildren.

By virtue of The Florida Bar Rules of Professional Conduct, I am duty bound to provide this information to you. Obviously, as a result of the issues and ramifications raised by the allegations, my firm must resign from further representation in all matters relating to the Estates and Trusts of Simon Bernstein and Shirley Bernstein. Furthermore, it is my intent, and I assume also the intent of Robert Spallina, to tender our resignations as personal representatives of the Simon Bernstein Estate and as trustees of the Simon Bernstein Trust. If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity. With regard to the Simon Bernstein Estate, the appointment of the successor would require a court proceeding.

I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family. As I believe you know, to date there has only been a modest funding of some, but not all, of the continuing trusts for the grandchildren emanating from Shirley's Trust assets.

Very truly yours,



DONALD R. TESCHER

DRT/km

cc: Alan Rose, Esq.

EXHIBIT 8 - SEC Consent Orders for Robert Spallina, Esq. and Donald Tescher, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

CONSENT OF DEFENDANT ROBERT L. SPALLINA

1. Defendant Robert L. Spallina ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey (the "Criminal Action").

3. Defendant hereby consents to the entry of the Final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act")

[15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];

- (b) orders Defendant to pay disgorgement in the amount of \$39,156, plus prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the Criminal Action; and
- (c) orders Defendant to pay a civil penalty in the amount of \$39,156 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

4. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and

other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this

proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

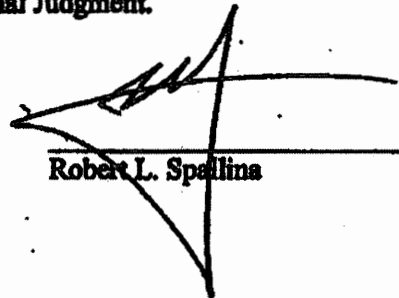
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local

rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.


16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 9/16/15




Robert L. Spallina

On Sept 16, 2015, Robert Spallina, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public
Commission expires:

Approved as to form:



Lawrence S. Lustberg, Esquire
Gibbons P.C.
One Gateway Center
Newark, NJ 07102-5310
Counsel for Robert L. Spallina



Alexa Colivechio
COMMISSION # FP188462
EXPIRES: December 28, 2018
WWW.AARONNOTARY.COM

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29, 2015

Anne E. Thompson
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

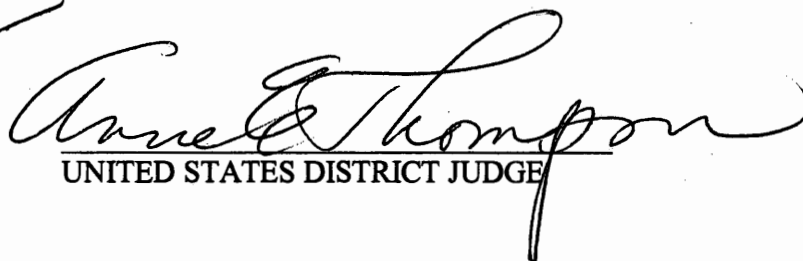
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ____-____

CONSENT OF DEFENDANT DONALD R. TESCHER

1. Defendant Donald R. Tescher ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];
- (b) orders Defendant to pay disgorgement in the amount of \$9,937, plus prejudgment interest thereon in the amount of \$690; and

(c) orders Defendant to pay a civil penalty in the amount of \$9,937 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

3. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

4. Defendant acknowledges that the Court is not imposing a civil penalty in excess of \$9,937 based on Defendant's cooperation in a Commission investigation and/or related enforcement action. Defendant consents that if at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with the Commission's motion for civil penalties, and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public statement

denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant does not deny the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

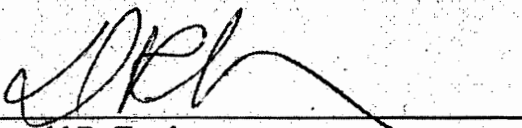
13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes,

Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

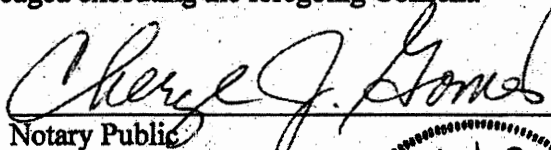
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.


Dated: 6/5/14 
Donald R. Tescher

On June 5, 2014, Donald R. Tescher, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.


Notary Public
Commission expires:



Approved as to form:


Norman A. Moscovitz, Esq.
Moscovitz & Moscovitz, P.A.
Sabadell Financial Center
1111 Brickell Ave., Suite 2050
Miami, FL 33131

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VII.

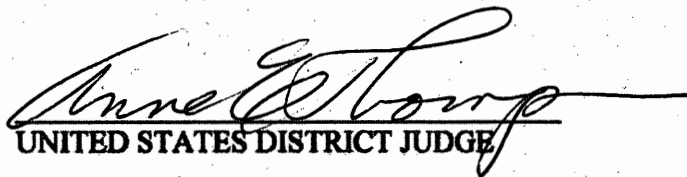
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Oct 1, 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

- (i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;
- (ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

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and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

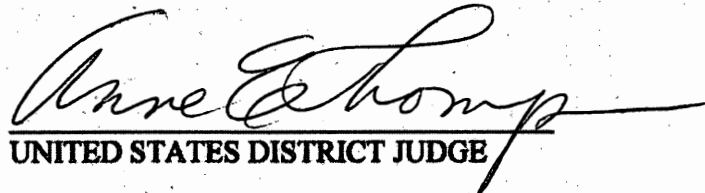
VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: Oct 1 2015


UNITED STATES DISTRICT JUDGE

13 MR. MANCERI: But before I make my
14 presentation, I would just like to apologize
15 for Mr. Tescher's absence. He's out of town
16 for the holiday.

17 THE COURT: Okay. Who are the PR's that
18 you represent?

19 MR. MANCERI: Well, Shirley Bernstein
20 there is no technically any PR because we had
21 the estate closed.

22 THE COURT: Okay.

23 MR. MANCERI: And what emanated from
24 Mr. Bernstein's 57-page filing, which falls
25 lawfully short of any emergency, was a petition

♀

00024

1 to reopen the estate, so technically nobody has
2 letters right now.

3 Simon Bernstein, your Honor, who died a
4 year ago today as you heard, survived his wife,
5 Shirley Bernstein, who died December 10, 2010.
6 Simon Bernstein was the PR of his wife's
7 estate.

8 As a result of his passing, and in attempt
9 to reopen the estate we're looking to have the
10 estate reopened. So nobody has letters right
11 now, Judge. The estate was closed.

12 THE COURT: So you agree that in Shirley's
13 estate it was closed January of this year,
14 there was an order of discharge, I see that.
15 Is that true?

16 MR. ELIOT BERNSTEIN: I don't know.

17 THE COURT: Do you know that that's true?

18 MR. ELIOT BERNSTEIN: Yes, I believe.

19 THE COURT: So final disposition and the
20 order got entered that Simon, your father --

21 MR. ELIOT BERNSTEIN: Yes, sir.

22 THE COURT: -- he came to court and said I
23 want to be discharged, my wife's estate is
24 closed and fully administered.

25 MR. ELIOT BERNSTEIN: No. I think it

♀

00025

1 happened after --

2 THE COURT: No, I'm looking at it.

3 MR. ELIOT BERNSTEIN: What date did that
4 happen?

5 THE COURT: January 3, 2013.

6 MR. ELIOT BERNSTEIN: He was dead.

7 MR. MANCERI: That's when the order was
8 signed, yes, your Honor.

9 THE COURT: He filed it, physically came
10 to court.

11 MR. ELIOT BERNSTEIN: Oh.

12 THE COURT: So let me see when he actually
13 filed it and signed the paperwork. November.
14 What date did your dad die?

15 MR. ELIOT BERNSTEIN: September. It's
16 hard to get through. He does a lot of things
17 when he's dead.

18 THE COURT: I have all of these waivers by
19 Simon in November. He tells me Simon was dead
20 at the time.

21 MR. MANCERI: Simon was dead at the time,
22 your Honor. The waivers that you're talking
23 about are waivers from the beneficiaries, I
24 believe.

25 THE COURT: No, it's waivers of

♀

00026

1 accountings.

2 MR. MANCERI: Right, by the beneficiaries.

3 THE COURT: Discharge waiver of service of
4 discharge by Simon, Simon asked that he not
5 have to serve the petition for discharge.

6 MR. MANCERI: Right, that was in his
7 petition. When was the petition served?

8 THE COURT: November 21st.

9 MR. SPALLINA: Yeah, it was after his date
10 of death.

11 THE COURT: Well, how could that happen
12 legally? How could Simon --

13 MR. MANCERI: Who signed that?

14 THE COURT: -- ask to close and not serve
15 a petition after he's dead?

16 MR. MANCERI: Your Honor, what happened
17 was is the documents were submitted with the
18 waivers originally, and this goes to
19 Mr. Bernstein's fraud allegation. As you know,
20 your Honor, you have a rule that you have to
21 have your waivers notarized. And the original
22 waivers that were submitted were not notarized,
23 so they were kicked back by the clerk. They
24 were then notarized by a staff person from
25 Tescher and Spallina admittedly in error. They

♀

00027

In Re_ The Estate of Shirley Bernstein.txt
1 should not have been notarized in the absentia
2 of the people who purportedly signed them. And
3 I'll give you the names of the other siblings,
4 that would be Pamela, Lisa, Jill, and Ted
5 Bernstein.

6 THE COURT: So let me tell you because I'm
7 going to stop all of you folks because I think
8 you need to be read your Miranda warnings.

9 MR. MANCERI: I need to be read my Miranda
10 warnings?

11 THE COURT: Everyone of you might have to
12 be.

13 MR. MANCERI: Okay.

14 THE COURT: Because I'm looking at a
15 formal document filed here April 9, 2012,
16 signed by Simon Bernstein, a signature for him.

17 MR. MANCERI: April 9th, right.

18 THE COURT: April 9th, signed by him, and
19 notarized on that same date by Kimberly. It's
20 a waiver and it's not filed with The Court
21 until November 19th, so the filing of it, and
22 it says to The Court on November 19th, the
23 undersigned, Simon Bernstein, does this, this,
24 and this. Signed and notarized on April 9,
25 2012. The notary said that she witnessed Simon

♀

00028

1 sign it then, and then for some reason it's not
2 filed with The Court until after his date of
3 death with no notice that he was dead at the
4 time that this was filed.

5 MR. MANCERI: Okay.

6 THE COURT: All right, so stop, that's
7 enough to give you Miranda warnings. Not you
8 personally --

9 MR. MANCERI: Okay.

10 THE COURT: Are you involved? Just tell
11 me yes or no.

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the
14 transaction?

15 MR. SPALLINA: I was involved as the
16 lawyer for the estate, yes. It did not come to
17 my attention until Kimberly Moran came to me
18 after she received a letter from the Governor's
19 Office stating that they were investigating
20 some fraudulent signatures on some waivers that
21 were signed in connection with the closing of

In Re_ The Estate of Shirley Bernstein.txt
22 the estate.

23 THE COURT: What about the fact, counsel,
24 let me see who signed this. Okay, they're all
25 the same as to -- so let me ask this, I have a

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00029

1 document where Eliot, you're Eliot, right?

2 MR. ELIOT BERNSTEIN: Yes, sir.

3 THE COURT: Where you purportedly waived
4 accounting, agreed to a petition to discharge
5 on May 15th, and you signed that. Do you
6 remember doing that? Do you remember that or
7 not? I'm looking at it.

8 MR. ELIOT BERNSTEIN: I remember signing
9 it and sending it with a disclaimer that I was
10 signing it because my father was under duress
11 and only to relieve this stress that he was
12 being --

13 THE COURT: Well, I don't care -- I'm not
14 asking you why you signed it.

15 MR. ELIOT BERNSTEIN: I also signed it
16 with the expressed -- when I signed it I was
17 coned by Mr. Spallina that he was going to send
18 me all the documents of the estate to review.
19 I would have never lied on this form when I
20 signed it. It's saying that I saw and I never
21 saw --

22 THE COURT: Let me ask you --

23 MR. ELIOT BERNSTEIN: I lied.

24 THE COURT: Did you have your signature
25 notarized?

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00030

1 MR. ELIOT BERNSTEIN: No.

2 THE COURT: Kimberly Moran never signed or
3 notarized his signature?

4 MR. MANCERI: Yes, your Honor, and that's
5 been addressed with the Governor's office.

6 THE COURT: You need to address this with
7 me.

8 MR. MANCERI: I am going to address it
9 with you.

10 THE COURT: Here's what I don't understand
11 because this is part of the problem here, is
12 that Shirley has an estate that's being
13 administered by Simon.

14 MR. MANCERI: Correct.

15 THE COURT: There comes a time where they

In Re_ The Estate of Shirley Bernstein.txt
16 think it's time to close out the estate.

17 MR. MANCERI: Correct.

18 THE COURT: Waivers are sent out, that's
19 kind of SOP, and people sign off on that.

20 MR. MANCERI: Right.

21 THE COURT: And why are they held up for
22 six months, and when they're filed it's after
23 Simon is already deceased?

24 MR. MANCERI: They were originally filed
25 away, your Honor, under the signature of the

♀

00031

1 people.

2 THE COURT: No, they weren't filed, that's
3 the whole thing. I'm looking at the file date,
4 filed with The Court.

5 MR. MANCERI: No, they were returned by
6 the clerk because they didn't have
7 notarization. We have affidavits from all
8 those people, Judge.

9 THE COURT: Well you may have that they
10 got sent up here.

11 MR. MANCERI: We have affidavits from all
12 of those people.

13 MR. ELIOT BERNSTEIN: Including Simon?

14 THE COURT: Slow down. You know how we
15 know something is filed? We see a stamp.

16 MR. MANCERI: It's on the docket sheet, I
17 understand.

18 THE COURT: So it's stamped in as filed in
19 November. The clerk doesn't have -- now, they
20 may have rejected it because it wasn't
21 notarized, and that's perhaps what happened,
22 but if in the meantime waiting cured the
23 deficiency of the document, two things happen
24 you're telling me, one, Simon dies.

25 MR. MANCERI: Correct.

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1 THE COURT: And when those documents are
2 filed with the clerk eventually in November
3 they're filed and one of the documents says, I,
4 Simon, in the present.

5 MR. MANCERI: Of Ms. Moran.

6 THE COURT: No, not physically present, I
7 Simon, I would read this in November Simon
8 saying I waive -- I ask that I not have to have
9 an accounting and I want to discharge, that

In Re_ The Estate of Shirley Bernstein.txt
request is being made in November.

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MR. MANCERI: Okay.

THE COURT: He's dead.

MR. MANCERI: I agree, your Honor.

THE COURT: Who filed that document?

MR. MANCERI: Robert, do you know who
filed that document in your office?

MR. SPALLINA: I would assume Kimberly
did.

MR. MANCERI: Ms. Moran.

THE COURT: Who is she?

MR. MANCERI: She's a staff person at
Teschler and Spallina.

THE COURT: When she filed these, and one
would think when she filed these the person who
purports to be the requesting party is at least

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1 alive.

2 MR. MANCERI: Understood, Judge.

3 THE COURT: Not alive. So, well -- we're
4 going to come back to the notary problem in a
5 second.

6 MR. MANCERI: Okay.

7 THE COURT: In the meantime, based upon
8 all that I discharge the estate, it's closed.

9 Here's what I don't understand on your
10 side, you're representing yourself, but the
11 rules still apply. You then file, Eliot
12 Bernstein, emergency petitions in this closed
13 estate, it's closed.

14 MR. ELIOT BERNSTEIN: You reopened it.

15 THE COURT: When did I reopen it?

16 MR. MANCERI: No, it hasn't been reopened,
17 your Honor.

18 THE COURT: There's an order that I
19 entered in May of 2013 denying an emergency
20 petition to freeze assets. You filed this one
21 in May. Do you remember doing that?

22 MR. ELIOT BERNSTEIN: I believe so.

23 THE COURT: And what you said was there's
24 an emergency in May, you want to freeze the
25 estate assets appointing you PR, investigate

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00034

1 the fraud documents, and do a whole host of
2 other things, and the estate had been closed.
3 The reason why it was denied among other

IN THE FIFTEENTH JUDICIAL CIRCUIT COURT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO: 502012CP4391XXXXNB

IN RE: ESTATE OF SIMON L. BERNSTEIN

Deceased.

-----/

PROCEEDINGS BEFORE
HONORABLE JOHN PHILLIPS

DATE: September 15, 2015

TIME: 9:27 a.m. to 10:32 a.m.

1 APPEARANCES:

2

3 APPEARING ON BEHALF OF THE PERSONAL REPRESENTATIVE:

4 BRIAN O'CONNELL, ESQ.
5 JOIELLE A. FOGLIETTA, ESQ.
6 CIKLIN, LUBITZ & O'CONNELL
7 West Palm Beach, FL 333401

8 APPEARING OF BEHALF OF WILLIAM STANSBURY:

9 PETER FEAMAN, ESQ.
10 PETER M. FEAMAN, P.A.
11 3695 Boynton Beach Blvd., Suite 9
12 Boynton Beach, FL 33436

13 APPEARING ON BEHALF OF MOLLY SIMON, et al:

14 JOHN MORRISSEY, ESQ.
15 MORRISSEY LAW
16 330 Clematis Street, 213
17 West Palm Beach, FL 33401

18 APPEARING ON BEHALF OF TED S. BERNSTEIN:

19 ALAN B. ROSE, ESQ.
20 PAGE, MRACHEK, FITZGERALD & ROSE, P.A.
21 505 S. Flagler Drive, Suite 600
22 West Palm Beach, FL 33401

23 APPEARING ON BEHALF OF TESCHER & SPALLINA:

24 KENNETH S. POLLOCK, ESQ.
25 SHENDELL & POLLOCK, P.L.
2700 N. Military Trail, Suite 150
Boca Raton, FL 33431

ALSO PRESENT: Eliot Bernstein

25

1 BE IT REMEMBERED, that the following
2 proceedings were taken in the above-styled cause
3 before Honorable JOHN PHILLIPS, at the Palm Beach
4 County Courthouse, 3188 PGA Blvd., Palm Beach
5 Gardens, County of Palm Beach, State of Florida, on
6 Tuesday, the 15th day of September, 2015, to wit:

7

8 THE COURT: We're here on the Simon
9 Bernstein case; is that right?

10 MS. FOGLIETTA: Yes, Judge.

11 THE COURT: This ended up in this division
12 of the Court because of a recusal from somebody
13 else in another division of the Court, right?

14 MR. FEAMAN: That raises an interesting
15 point. Peter Feaman on behalf of William
16 Stansbury, a creditor of the estate. I was
17 late coming in. Mr. O'Connell is late. All
18 the attorneys and the litigants are either in
19 West Palm or south. I respectfully don't
20 understand how we ended up here in the north
21 branch. Should we set it back to the main
22 branch?

23 THE COURT: No. That would be judge
24 shopping. When somebody recuses themselves
25 then it's randomly reassigned. I was verifying

1 this isn't a case that started out with me.
2 It's a case that started out with somebody
3 else.

4 MR. FEAMAN: Judge Colin, actually,
5 specifically said in his recusal order north
6 branch, which I didn't understand.

7 THE COURT: That's what the 4th DCA is
8 for. I'm not here to question some other
9 judge's order. You won't have me saying he was
10 wrong. I'm not the appellate judge. If
11 somebody made a mistake and you all think
12 there's relief that should be granted to
13 correct his mistake that's what the 4th is for.
14 Please have a seat.

15 We're here because somebody else is not
16 the judge in the case anymore and I am, right?

17 MR. FEAMAN: Right.

18 THE COURT: We'll go to the next step.
19 This is a case management conference. What is
20 it that I need to do to manage the case? I
21 received the trustees' status report which is
22 lengthy and comprehensive. I've read that.

23 Other than being brought up to speed by
24 having read that report what else needs to be
25 resolved to get this case done?

1 MR. ROSE: Good morning. I'm Alan Rose.
2 Can I speak from here?

3 THE COURT: You can.

4 MR. ROSE: I'm not planning on doing the
5 whole hearing, but briefly there are,
6 technically, four other cases that all were
7 assigned. I think we've noticed a status
8 conference in all four cases.

9 There are two estates. The Simon
10 Bernstein that Your Honor mentioned, he died in
11 2012.

12 THE COURT: Then there's the wife who
13 pre-deceased him, has a case, and I've been
14 asked to consider -- one of the things that
15 needs to be done is the closing of that estate.

16 MR. ROSE: Correct. She died in 2010.
17 Each of those estates builds into a trust, so
18 there's technically four pieces of pending
19 litigation; an estate of Shirley, a Shirley
20 trust construction, and an estate of Simon and
21 claim in the Simon trusts for the removal of my
22 client. Those are the four separate matters.
23 And then we came before you -- when Judge Colin
24 recused himself there were pending motions
25 counsel thought best to come and get some sort

1 of order.

2 The one thing that we believe, at least
3 which was in the status report which should be
4 addressed fairly early on, is whether we're
5 going to have a guardian ad litem for the three
6 minor children that are represented by Eliot
7 Bernstein, and try to bring some order to this
8 case which I think was a little bit out of
9 control in Judge Colin's courtroom.

10 THE COURT: Is there a motion for
11 appointment of a GAL? Has a motion been filed
12 by someone?

13 MR. ROSE: I think the -- my understanding
14 is the beneficiaries were about to file one. I
15 don't think they filed yet. There is a pending
16 motion to appoint an attorney for the children.
17 It's sort of a similar issue. Maybe
18 Mr. O'Connell can -- it's on one of his lists
19 of motions.

20 And then there's -- I think the main thing
21 we need to discuss is what order we're going to
22 do the hearings in because along with the
23 guardian ad litem it's our position the first
24 thing we should decide, since almost every
25 motion you're going to hear on Mr. O'Connell's

1 list is filed by Eliot Bernstein, is he's not a
2 beneficiary. We have a one-count complaint to
3 determine the validity of the documents. And
4 under the documents, as drafted, he's
5 disinherited. He's not a beneficiary under any
6 way and if you remove his standing then I
7 believe we can go to mediation and resolve
8 almost all of these motions without taking up,
9 probably, two or three weeks of the Court's
10 time.

11 THE COURT: Well, I noticed in the
12 trustee's status report that there was
13 mentioned several times that he's not a
14 beneficiary. So has there been an order that
15 establishes that or is that just the position
16 that's being argued by the --

17 MR. ROSE: Well, the documents themselves,
18 the operative document, for example, Simon
19 Bernstein's will -- the sole beneficiary is the
20 trust. Simon Bernstein's trust the soul
21 beneficiaries are his ten grandchildren.
22 Shirley Bernstein's will, the sole beneficiary
23 is her trust. Shirley Bernstein's trust gave
24 Simon Bernstein the power of appointment to
25 appoint and he appointed to his grandchildren.

1 So what we filed was a one-count complaint to
2 determine those documents. We actually filed a
3 trust construction action. Judge Colin advised
4 us to file -- to add a count. We added one
5 count to determine the validity of those
6 documents. It's been answered by everybody,
7 and what Judge Colin did was he severed that
8 one count from everything else and he stayed
9 everything else until we resolved that one
10 count. That's the issue that we believe, if
11 you resolve that issue first, a lot of the
12 stuff would go away and that was part of the
13 purpose of the status conference. The parties
14 can't, among themselves, agree what issues
15 should be heard first. If you did that issue,
16 either if he has standing or he doesn't, if he
17 doesn't have standing we'll good through
18 hundreds of thousands of dollars of legal fees
19 resolving motions that he filed if he lacked
20 standing.

21 I think if you couple it with a motion for
22 a guardian ad litem there is a motion pending
23 in a fifth case, the Oppenheimer case, that's
24 also before you, not today, for a guardian ad
25 litem. Judge Colin deferred on that. I

1 believe Mr. Morrissey's clients are going to
2 move for a guardian ad litem. I believe Mr.
3 Eliot Bernstein, in his papers, has indicated
4 that he has a conflict with his children and
5 they should have a lawyer and a guardian
6 representing them. He can speak for himself to
7 that point.

8 Those are the two issues we think should
9 go first. If it happens first this case would
10 become much more manageable and can even be
11 resolved because, as we indicated in our
12 report, these are relatively small estates.

13 There was a belief that's driving this
14 that there was \$100 million left behind but
15 they left behind modest estates. Over time
16 we've been trying to sell property and trying
17 to narrow things and all we've been doing is
18 spending attorneys' fees between a curator --

19 THE COURT: I just want to figure out
20 what's on the judicial plate that needs to be
21 addressed.

22 MR. ROSE: That's what we think should
23 happen first, those two issues, and everything
24 else will fall into place.

25 THE COURT: What is the name or where is

1 the document to be found that has this single
2 count for determination of validity of estate
3 documents or trust documents that was severed
4 out by Judge Colin?

5 MR. ROSE: It's in case 5020143698 --

6 THE COURT: What are the two letters in
7 between the 14 and the 36 --

8 MR. ROSE: I'm sorry, CP003698XXX and now
9 --

10 THE COURT: I don't need that stuff.
11 What's the docket entry number?

12 MS. FOGLIETTA: The filing number?

13 THE COURT: I want to know where to find
14 this thing that seems to be one of the first
15 things --

16 MS. FOGLIETTA: Are you talking about the
17 amended complaint? I have a copy.

18 MR. ROSE: Just the docket entry, if you
19 don't mind.

20 THE COURT: I have a computer here so
21 don't think I'm being rude if I look away from
22 you all.

23 MR. ROSE: It was filed October 3, 2013.

24 MS. FOGLIETTA: I have a copy.

25 MR. ELIOT BERNSTEIN: Can I make an

1 objection?

2 THE COURT: Who are you?

3 MR. ELIOT BERNSTEIN: I'm Eliot Bernstein.

4 THE COURT: You can't object yet.

5 MR. ELIOT BERNSTEIN: Can I make a
6 statement?

7 THE COURT: Not yet. I'm looking at this
8 computer screen trying to find the docket.
9 Everybody, please be seated. You're making me
10 nervous.

11 I'm just scrolling through the attorneys.
12 I haven't even gotten to the pleadings yet.
13 I'm looking for a pleading or an order entered
14 October 3rd.

15 MR. ROSE: An amended complaint.

16 THE COURT: I have an amended complaint by
17 Ted Bernstein.

18 MR. ROSE: Yes.

19 THE COURT: And in that amended complaint
20 is the count that was referred to. It's Count
21 II?

22 MR. ROSE: I believe it is, Sir.

23 THE COURT: All right.

24 MR. ROSE: Page 13 is the actual -- the
25 count itself incorporates the allegations and

1 the documents.

2 THE COURT: All right. Count II starts at
3 Paragraph 79 of the document?

4 MR. ROSE: Yes, sir.

5 THE COURT: All right. And then at some
6 point in time you say Judge Colin severed out
7 this count and said it should be heard
8 separately. Is that --

9 MR. ROSE: He severed it and stayed --

10 THE COURT: Do you know when the order was
11 entered on that?

12 MR. ROSE: 10-6 according to the chart
13 from --

14 THE COURT: 10-6-14?

15 MR. ROSE: Yes. It says order on
16 amendments to pleadings. There might be an
17 order that predates that.

18 MS. FOGLIETTA: I do have a copy of it.

19 THE COURT: The other is almost the very
20 next docket entry. The amended petition is
21 Docket Entry 26. The order is Docket Entry 27.

22 MR. ROSE: Specifically Paragraph 3 on
23 Page 2.

24 THE COURT: There was a response filed by
25 Mr. Bernstein and the other defendants. Are

1 those things that happened?

2 MR. ELIOT BERNSTEIN: What case? Is this
3 Shirley Bernstein --

4 THE COURT: Case Number 14CP3698.

5 MR. ROSE: Everyone has either answered or
6 been defaulted and I noticed the case for
7 trial.

8 MR. ELIOT BERNSTEIN: Are we here for
9 Simon Bernstein? I'm confused. I'm not
10 prepared for Shirley Bernstein's case today.
11 Can I raise another point, Your Honor?

12 THE COURT: I only do one thing at a time.
13 You must stop.

14 MR. ELIOT BERNSTEIN: What?

15 THE COURT: You must stop. I do one thing
16 at a time. You're not that thing yet.

17 MR. ELIOT BERNSTEIN: Okay.

18 THE COURT: This is a case management
19 conference. I'm not deciding anything. I do
20 decide that I'm the one that runs this
21 courtroom so I don't have people jumping up and
22 blurting things out. That doesn't help me
23 orderly go through figuring out what the
24 problem is and how to attack and resolve the
25 problem. My specialty is wrestling stuff to

1 the ground and resolving it. That's what I'm
2 going to do in this case and that's what I do
3 in every case. This is a bigger one to wrestle
4 to the ground than some other ones but there's
5 no octopus case that I've ever met that I
6 haven't been able to figure out sooner or
7 later. The only way I can do that is talk to
8 one person at a time. We'll figure out one
9 thing at a time. I'm not a smart guy but I'm
10 persistent. All these guys know me. I'm
11 looking you in the eye because you haven't met
12 me before, right? Sir, yes, you haven't met
13 me?

14 MR. ELIOT BERNSTEIN: Yes, sir.

15 THE COURT: Okay. So you don't know me.
16 These other attorneys do because they're in
17 court in front of me on other cases where I've
18 done the same thing. I'm too stupid to --
19 well, I'm stupid. I take one thing at a time
20 and I make sure I know what I'm doing and I go
21 to the next thing. I try to be courteous to
22 everybody. I try to make sure everybody is
23 heard. I demand that people be courteous to me
24 in return. I don't take any crap. In that
25 method of proceeding we get through whatever is

1 uncomfortable, whatever is messed up, whatever
2 is complex. We simplify it down enough for me
3 to understand it and then we resolve it.

4 That's what is going to happen in this case.

5 MR. ELIOT BERNSTEIN: So my question is --

6 THE COURT: I told you I'm not talking to
7 you yet. I was talking to you to tell you what
8 I'm doing so you're not mystified, but now you
9 sit silently until it's my time to talk to you.
10 Right now I'm talking to some other people.

11 Okay, so --

12 MR. ROSE: May I approach --

13 THE COURT: -- the trustees believe the
14 first thing that needs to be done is the
15 resolution of this order that was entered by
16 Judge Colin severing out the count and the
17 amended complaint that deals with the validity
18 of the testamentary documents, correct?

19 MR. ROSE: Yes, sir.

20 THE COURT: All right. Does anybody
21 object to that issue being resolved first in
22 the order of events in this sequence of cases?

23 MR. O'CONNELL: Are you ready for me?

24 THE COURT: Yeah, I just want to know if
25 there's any objection to having that issue

1 heard and resolved first. That's the issue
2 that I'm chewing on right now.

3 MR. O'CONNELL: Okay. I wouldn't call it
4 an objection, but I'd like to be able to
5 explain my role in it and these other motions.

6 THE COURT: Well, first I want to know if
7 there's any reason I should attack this as the
8 first order of business in setting a trial or
9 hearing to have it resolved. Do you have any
10 objection?

11 MR. O'CONNELL: I wouldn't object to that.

12 THE COURT: All right. Does anybody else
13 seated at the tables have any objection?

14 MR. FEAMAN: May it please the Court.
15 Peter Feaman on behalf of William Stansbury.
16 He's a \$2.5 million creditor of the estate of
17 Simon Bernstein.

18 We're here in the estate of Simon
19 Bernstein and it's the position of
20 Mr. Stansbury that a removal of Ted Bernstein
21 as successor trustee should be heard first.

22 THE COURT: Okay. Why?

23 MR. FEAMAN: The reason for that is if
24 that issue is determined one way or the other
25 we believe that is the linchpin to then

1 resolving probably all the other issues in this
2 case.

3 THE COURT: The trustee believes the issue
4 to resolving many of the issues is to determine
5 whether Eliot -- I'm using first names, I'm
6 sorry. Is it Mr. Bernstein, Eliot Bernstein?

7 MR. ELIOT BERNSTEIN: You can call me
8 Eliot.

9 THE COURT: Okay. I don't mean to be
10 disrespectful. I don't want to do that.

11 The trustee's thought is that resolving
12 whether Eliot has any standing to be involved
13 in the litigation is key. You're saying that's
14 not key, it's something else that's key? What
15 else is it that you're suggesting is the key
16 issue to be resolved?

17 MR. FEAMAN: Because that's the Shirley
18 Bernstein trust. The matter that is before
19 Your Honor today is the estate of Simon
20 Bernstein, and Simon Bernstein had a separate
21 trust which was different from the Shirley
22 Bernstein trust and the -- most of the assets
23 are in the Simon Bernstein trust which then had
24 the pour-over will into -- most of the assets
25 are in the Simon Bernstein estate and then had

1 the pour-over will into the trust and that's --
2 that's the matter that is the most significant,
3 in my humble opinion, that is before Your Honor
4 is the Simon Bernstein estate and the Simon
5 Bernstein trust. It's the opinion of
6 Mr. Stansbury that Mr. Ted Bernstein, as a
7 successor trustee to the Simon Bernstein trust,
8 should be heard first.

9 THE COURT: Let me ask this: How is it
10 that there is an order by Judge Colin severing
11 out this count about the validity of some
12 estate documents in the Simon Bernstein case if
13 the documents in question were filed in a
14 different estate? Maybe the trustee can
15 address that.

16 MR. ROSE: Sure.

17 THE COURT: What's up with that?

18 MR. ROSE: We have a trust construction
19 count that was to determine the validity and
20 then the construction of the Shirley Bernstein
21 trust. Within that claim, because there's an
22 overlap of issues there, the standing issue is
23 the same in both. What Judge Colin ordered me
24 to do was to file an additional count into that
25 complaint. Everyone was properly noticed. We

1 already had the jurisdiction over all the
2 beneficiaries, those that answered, those that
3 did not. Nobody moved to dismiss upon the
4 ground that it's not properly in one case, and
5 so because there's a direct overlap between
6 documents that were executed and the validity
7 of those documents, and the validity of the
8 will of Simon directly relates to the validity
9 of the exercise of power of appointment because
10 he exercised his power through his will. So
11 what Judge Colin did was he ordered me to file
12 a simple one-count complaint, as simple as it
13 could be, list the four documents and allege
14 that they're all valid and enforceable. In the
15 context of trying that issue you will decide
16 whether, for example, Simon Bernstein was
17 unduly influenced, if that's an allegation, to
18 execute the power of appointment. The power of
19 appointment is what deprives Mr. Eliot
20 Bernstein of standing. Judge Colin ordered us
21 all put it all in this count. He then stayed
22 everything else and severed that and we're
23 supposed to try that and we get bogged down
24 constantly in --

25 THE COURT: Don't get sidetracked or I'll

1 get confused and disaster happens.

2 Mr. Bernstein, Eliot Bernstein, you've got
3 an objection to the trial of the issue about
4 the validity of the estate documents that's
5 just been discussed?

6 MR. ELIOT BERNSTEIN: Yes, sir.

7 THE COURT: What's your objection?

8 MR. ELIOT BERNSTEIN: Several, with that
9 being the first thing. The first part is that
10 Mr. O'Connell has filed with the court in the
11 Simon Bernstein estate nothing to be done with
12 Ted Bernstein as trustee because Mr. O'Connell
13 and Mr. Feaman, two prominent lawyers that you
14 know, have claimed that the document itself
15 that they're operating under precludes Ted
16 Bernstein from being a trustee. The language
17 says he can't be a related party --

18 THE COURT: You got to get back to my
19 question.

20 MR. ELIOT BERNSTEIN: Here's the problem
21 --

22 THE COURT: No. I'm the one that's
23 telling you the question I'd like you to
24 answer. Remember I told you I chew on one tiny
25 thing at a time. I don't want to get confused.

1 I might make a mistake if I get confused.

2 This is the thing I'm trying to establish
3 in my mind now: What is your objection to
4 trying the issue about the validity of the
5 estate documents that are found in Count II of
6 the amended petition, Docket Entry Number 26?

7 MR. ELIOT BERNSTEIN: My problem is is
8 that if Ted is not a trustee properly serving,
9 and a fraudulent trustee as they're claiming
10 and he's acting improperly, to have a hearing
11 where Ted's arguing validity where he's
12 conflicted, I mean if he doesn't argue
13 successfully, his entire family and children
14 are cut out of everything. So he's got a
15 conflict in arguing a construction --

16 THE COURT: You're not even addressing my
17 question. Thank you. Please be seated.

18 MR. ELIOT BERNSTEIN: I did answer your
19 question because how can we have -- how can we
20 hear his --

21 THE COURT: You're asking me a question.
22 Your question started with how do we do
23 something. I don't know.

24 MR. ELIOT BERNSTEIN: I'm saying we can't
25 hear --

1 THE COURT: Stop. Please be seated. You
2 failed to answer my question. You got
3 something else on your mind that doesn't
4 address what I'm trying to figure out.

5 Is it true that Judge Colin issued a stay
6 order on the other parts of the litigation and
7 it intended -- somehow he manifested an
8 intention to resolve the validity of the estate
9 documents? Is there an order that says that
10 somewhere?

11 MR. ROSE: I think that goes too far.
12 There are multiple proceedings. He severed
13 this count --

14 THE COURT: I got that.

15 MR. ROSE: It's our view that that should
16 be what is decided --

17 THE COURT: I know. But you said a minute
18 ago that he stayed other proceedings. Is there
19 an order that says that? Where do I find that
20 order?

21 MR. ROSE: It's the one that you looked
22 at, October 6th. It stays the rest of the
23 proceedings inside the Shirley Bernstein trust
24 construction case. It doesn't stay everything
25 in the Simon Bernstein side.

1 THE COURT: Okay.

2 MR. ROSE: That's what I was clarifying.

3 THE COURT: Okay. You've been living with
4 these cases for several years.

5 MR. ROSE: Yes.

6 THE COURT: I've been living with them for
7 30 minutes so I'm not as intimately familiar
8 with the ins and outs of what's going on here.
9 I'm not even familiar with everybody's names,
10 so I apologize to you for that.

11 Well, then there's no reason for me not to
12 set a trial on that Count II of the amended
13 complaint, right? I'll do that whether
14 everybody wants me to do or not that way I'll
15 get something done and that way we'll move down
16 the road. That will be done. Court to order
17 set. How much time you think we need to try
18 that?

19 MR. ROSE: Normally I would think we can
20 try the case within a day.

21 THE COURT: Okay. Anybody think we need a
22 different amount of time?

23 MR. ELIOT BERNSTEIN: Yeah. I think it
24 will take several days.

25 THE COURT: Why?

1 MR. ELIOT BERNSTEIN: Well, you're going
2 to have to first start with is Ted Bernstein a
3 valid trustee to argue the case. So that's --

4 THE COURT: No, I won't have to decide
5 that.

6 MR. ELIOT BERNSTEIN: You want somebody to
7 argue who's not valid --

8 THE COURT: What else? Any other issue?
9 Is there any other issue that's going to take
10 more than a day?

11 MR. ELIOT BERNSTEIN: Well, it's very
12 complicated.

13 THE COURT: No, this isn't going to be
14 complicated.

15 MR. ELIOT BERNSTEIN: Okay.

16 THE COURT: It's not. There's documents,
17 pieces of paper that somebody claims were
18 executed or not executed.

19 MR. ELIOT BERNSTEIN: There's been fraud
20 in the document.

21 THE COURT: I was explaining to you
22 something. If you interrupt me you can be held
23 in contempt. If I interrupt you I'm keeping
24 order in my courtroom. You see the difference
25 there? This is not a conversation. Okay. No

1 need for me to explain anything further. I
2 intend to set this for trial. I intend to set
3 it for a day. I intend that issue of the
4 validity of the estate documents will be
5 resolved in that trial. Is there any reason to
6 not think I can do that in a day other than
7 what Mr. Eliot Bernstein has mentioned?

8 MR. FEAMAN: On behalf of Mr. Stansbury we
9 have no involvement in the Shirley Bernstein
10 estate.

11 THE COURT: So you don't care what I do.

12 MR. ROSE: Mr. O'Connell is a party, he's
13 intervening because of the overlap of the power
14 of appointment. I can't speak for him but I
15 want to make sure he agrees that a day is
16 enough. We are all bad estimators.

17 THE COURT: I asked this question to the
18 entire courtroom. If anybody thinks
19 differently then what I'm getting ready to do
20 you're supposed to say something. He hasn't
21 said anything.

22 MR. MORRISSEY: Judge, John Morrissey. I
23 represent four of the adult grandchildren who
24 will ultimately be beneficiaries under the
25 trust document.

1 THE COURT: Okay.

2 MR. MORRISSEY: So certainly my clients
3 have an interest here in what's going on. I
4 just want to let Your Honor know, because I
5 don't think -- I hope Mr. Feaman is not
6 misleading the Court. On two occasions so far
7 he said that he represents a creditor of the
8 estate, that's incorrect.

9 THE COURT: William Stansbury.

10 MR. MORRISSEY: Correct. William
11 Stansbury is not a creditor of the estate.
12 He's someone who filed a claim in the estate.
13 An objection was filed by the personal
14 representative, or counsel for the personal
15 representative, which means that Mr. Stansbury
16 had 30 days to run off and file his lawsuit
17 which he's done. He's not done anything with
18 that separate civil litigation. It's not been
19 reduced to a judgment. He is not a creditor,
20 therefore, Judge, he does not have standing not
21 only with respect to the validity of the
22 documents but with respect to anything else in
23 these various litigations.

24 THE COURT: That's not helping me figure
25 out how much time I need to set aside for this

1 trial.

2 MR. MORRISSEY: I'm sorry.

3 THE COURT: When I'm telling you I'm a
4 simple guy I'm not being modest. I'm just
5 being truthful. That's where I'm at. I'm
6 going to write down what I do next when I leave
7 this room. What I do next when I leave this
8 room is tell my judicial assistant to reserve a
9 day, set this trial date, send you notices.
10 Bang. That thing is done. So that's why I
11 want to stick with this. Do you have any
12 objection to that?

13 MR. MORRISSEY: No.

14 THE COURT: Okay. Great. This is the way
15 I intend to proceed -- I love Marty Colin.
16 This guy is a judge that's been around a long
17 time. I know him. He's an entirely different
18 guy than me. I expect that your experience
19 with Judge Colin has been different than
20 sitting here with me. Am I right? I never
21 appeared in front of him as a judge -- I never
22 appeared in front of him while he's a judge and
23 while I was a lawyer. He appeared in front of
24 me while he was a lawyer and I was a judge. I
25 don't know how he is as a judge but I am pretty

1 sure he's a different guy than me. Nice guy.
2 I like him. But we're different judges. Your
3 experiences with Judge Colin, put them aside.
4 You're having an experience with me now. We
5 have to do it the way I do it or else I'll mess
6 up.

7 The second thing I have on my list of
8 things to ask you about that I've been jotting
9 down here is this request for guardian ad
10 litem. I think I remember asking and being
11 told that no one has filed a formal request for
12 appointment of a guardian ad litem; is that
13 correct?

14 MR. O'CONNELL: Correct.

15 MR. ROSE: In these four cases no one has
16 done that yet.

17 THE COURT: Okay. Am I going to?

18 MR. ELIOT BERNSTEIN: I believe they have,
19 actually.

20 THE COURT: When was it filed? What
21 docket entry?

22 MR. ELIOT BERNSTEIN: I don't know. It
23 was denied a long time ago by Tescher and
24 Spallina, the guys that were removed for fraud
25 in the court. They tried to put guardians on

1 --

2 THE COURT: No, no, no. You see I don't
3 want all the other baggage. I just want the
4 answer to that question. When was it filed?

5 MR. ELIOT BERNSTEIN: I don't know. At
6 the beginning.

7 THE COURT: At the beginning. That takes
8 me to the bottom. That slows down progress on
9 our case management conference. I will go
10 through it. What was the title of the
11 pleading?

12 MR. ELIOT BERNSTEIN: I don't know. I
13 don't think Joy's records went back that far.

14 MS. FOGLIETTA: We pulled things that were
15 pending, Judge. I don't have that.

16 MR. MORRISSEY: On behalf of the four
17 adult grandchildren it's our intention to file
18 one. We were hoping to file one before today's
19 hearing.

20 THE COURT: Okay. Since that hasn't been
21 filed then I'm not taking action on it. That's
22 my practice. If there's something filed I'll
23 move towards getting it resolved. If it's not
24 been filed and it's just in somebody's mind I
25 find that it's difficult to take any action.

1 I'm crossing that off my list.

2 There's a pending motion to appoint
3 attorneys -- an attorney for the children. Is
4 that an attorney ad litem?

5 MR. ELIOT BERNSTEIN: An attorney for my
6 children.

7 THE COURT: Who filed that motion?

8 MR. ELIOT BERNSTEIN: Me.

9 THE COURT: When did you file?

10 MR. ELIOT BERNSTEIN: Just to pay the fees
11 for counsel for my children.

12 THE COURT: When did you file it is what
13 I'm trying to figure it out.

14 MR. ELIOT BERNSTEIN: A while ago.

15 THE COURT: Any closer estimate than that?

16 MR. ELIOT BERNSTEIN: I've been filing
17 that since the first petition in this case in
18 May of 2013 which still isn't heard.

19 THE COURT: May of 2013 is when you filed
20 it?

21 MR. ELIOT BERNSTEIN: Yeah.

22 MR. O'CONNELL: We think we found one
23 August 28, 2014 in the Simon Bernstein estate.

24 THE COURT: The Simon Bernstein estate is
25 the only one I got up on the computer. The

1 only thing that happened on August 20th is an
2 order by Judge Colin maybe.

3 MR. O'CONNELL: 28th, sorry, Your Honor,
4 2-8.

5 THE COURT: Okay. I just got my trifocals
6 reissued. These are the old ones so an 8 and a
7 0 look alike. I'm moving my head and trying to
8 focus. Bear with me a second.

9 I don't see anything anywhere near the
10 28th of August of '14. Is that the year, '14?

11 MR. O'CONNELL: Yes. It says, "Motion to
12 compel estates of Simon and Shirley to pay
13 counsel for Eliot and his minor children."

14 MS. FOGLIETTA: That's in case number --

15 THE COURT: Well, I don't see any motion
16 with that description. Perhaps the Court
17 doesn't have it scanned in or something. Who
18 knows. Anybody have a paper copy of it that I
19 can look at?

20 MS. FOGLIETTA: I do.

21 THE COURT: I wouldn't mind looking at a
22 paper copy if you got one handy.

23 MR. O'CONNELL: Sure.

24 THE COURT: And was there a ruling on this
25 motion for having the estate pay for attorneys

1 for Eliot and his minor children? Has there
2 been an order on this?

3 MR. O'CONNELL: Not that I'm aware of,
4 Your Honor.

5 THE COURT: Was there ever a hearing?

6 MR. ROSE: I don't believe it was set for
7 hearing. That was alluded to that
8 Mr. Bernstein had requested an attorney for his
9 children and I would suggest that -- subject
10 to -- I don't think there was an objection from
11 anyone -- it's not appropriate to appoint an
12 attorney for his children. If you appoint a
13 guardian ad litem to represent his children
14 then the guardian ad litem has the power to go
15 out and retain counsel and to accomplish the
16 relief that's sought. We don't believe it's
17 appropriate though for Mr. Bernstein himself,
18 but certainly his children who are
19 beneficiaries should have --

20 THE COURT: All right. It looks like this
21 motion just asks for money. It's not asking
22 for the appointment of counsel. Mr. Eliot is
23 seeking the issuance of money from the trust
24 for the estate. He alludes to the children
25 needing an attorney but he doesn't ask for one

1 to be appointed. He asks if he can be given
2 money.

3 There's an order I see, Docket Entry 24,
4 where Judge Colin prohibits any new filings.
5 I've not read the order yet but I see the title
6 of the order takes up 20 lines of docket entry
7 here in our computer program. I hope the order
8 is shorter than the title.

9 MR. O'CONNELL: We got it for Your Honor.

10 (Handing)

11 THE COURT: Now are these copies ones I
12 should return to you all or can I keep these?

13 MS. FOGLIETTA: You can keep them.

14 THE COURT: Thanks. Judge Colin had a
15 case management conference. It's a case
16 management order. How about that. It's a
17 great order. He must have been having problems
18 with the progress of this case to issue an
19 order like that. That was at Docket Entry
20 Number 24 which leads me to ask this question,
21 perhaps foolishly, and that's the question if
22 this order was entered by Judge Colin in
23 September of 2014 at Docket Entry Number 24 how
24 come we're up to 82 docket entries and other
25 petitions and things and stuff being filed?

1 Did he disregard the order, because I think
2 it's a great order, or did something else
3 happen that I don't know about that changed the
4 order, or did he retract the order?

5 MR. O'CONNELL: Let me try to help there.
6 Just so you can get my position in all this, I
7 want to explain. I am a successor personal
8 representative in the Simon Bernstein estate,
9 so that's my universe in terms of this matter.
10 I got over a year at this point that I've been
11 involved in that capacity. With regard to that
12 particular order the way everyone has
13 interpreted it is it has to do with anyone to
14 institute new litigation, a new adversary
15 matter they would have to go before Judge
16 Colin, because we certainly have filed, on an
17 administrative level, a number of motions of
18 things that needed to happen.

19 THE COURT: Administrative stuff is
20 allowed to happen.

21 MR. O'CONNELL: To go to your good
22 question, well, why are there so many items,
23 not that we filed a ton of motions and
24 petitions but certainly, on my behalf, there
25 are definitely some that we have filed.

1 THE COURT: Docket Entry Number 41 there
2 is a petition to remove Theodore Stuart
3 Bernstein as alleged successor trustee filed by
4 Eliot Bernstein. How did that get filed? Did
5 Judge Colin approved that?

6 MR. ELIOT BERNSTEIN: He directed that.

7 THE COURT: Say that again?

8 MR. ELIOT BERNSTEIN: He directed that.

9 THE COURT: So there was a hearing that he
10 authorized this petition to be filed?

11 MR. ELIOT BERNSTEIN: Yes. And then a new
12 case was started. He ordered a new case to
13 remove Ted and we're in the middle of that.
14 That's one of the cases.

15 Just to clarify something, I'm still
16 confused, the first part about the hearing
17 you're ordering, that's not --

18 THE COURT: We're not on that subject.

19 MR. ELIOT BERNSTEIN: Are we on Simon's
20 case or Shirley's case? I'm confused by that.

21 THE COURT: I'm confused too. Welcome to
22 my world.

23 MR. ELIOT BERNSTEIN: Welcome to mine.

24 THE COURT: We're going to eliminate some
25 of the confusion by trying some of these things

1 pled in this case and one of them that's been
2 pled is Count II of the amended petition of
3 Docket Entry 26 that Judge Colin severed out
4 and said is going to be tried separately.

5 MR. ELIOT BERNSTEIN: That's in Shirley.

6 THE COURT: I'm telling you what I'm
7 doing. You asked me what I'm doing, to clarify
8 what I'm doing. I just told you.

9 MR. ELIOT BERNSTEIN: Okay.

10 MR. ROSE: If I can, just briefly with
11 that, what Judge Colin was doing is you can fax
12 him the motion or bring it to his attention --

13 THE COURT: He uses fax? Okay. He is a
14 dinosaur.

15 MR. ROSE: He would give permission that
16 something could be filed or not filed. We had
17 to go through the extra step of sending him in
18 advance, or asking permission if I wanted to
19 file a motion to approve a sale or whatever we
20 had to get his permission in advance.

21 THE COURT: Okay. Thank you. I find
22 there's no pending motion for appointment of
23 attorneys for the children so I'm striking that
24 off my list.

25 Now back to the William Stansbury claim

1 regarding the estate of Simon Bernstein. What
2 is the pleading that sets up any claim that
3 needs to be adjudicated in that case that was
4 not already set? It's the one thing that
5 you're not involved in. What about the claim
6 you said that William Stansbury has?

7 MR. FEAMAN: That's a separate action that
8 was filed and is pending before Judge Blanc in
9 the general jurisdiction division.

10 THE COURT: Okay. So Blanc will figure
11 that one out, right?

12 MR. FEAMAN: And the estate is a
13 defendant.

14 THE COURT: I'm trying to figure out what
15 I have to set. Blanc has that one, right?

16 MR. FEAMAN: Yes, yes, Your Honor.

17 The only thing, with regard to
18 Mr. Stansbury, I believe, is Mr. Stansbury has
19 filed a motion to discharge him from
20 responsibility for funding the estate's
21 participation in some Chicago litigation, and
22 that should be borne by the estate, but that's
23 already set before Your Honor on October 20th
24 in the special set hearing.

25 THE COURT: When was that set? When did

1 the document hit the court records when --
2 setting that hearing?

3 MR. FEAMAN: I'd say ten days ago. It was
4 set for the day after tomorrow and it had to be
5 reset at my request due to a conflict, and then
6 it was set October 20, 2015 pursuant to a
7 notice of hearing I believe our office sent
8 out, I believe, ten days ago, approximately.

9 THE COURT: That would be in case number
10 what?

11 MR. FEAMAN: That would be case Number
12 124391CP -- 12 -- 2012CP4391.

13 THE COURT: Okay. So that's a different
14 case than I have on the computer screen. Let
15 me get that one up.

16 MR. FEAMAN: That's the case number that
17 actually brings us here today pursuant to
18 notice of hearing filed by Mr. O'Connell, the
19 personal representative of the estate.

20 THE COURT: Just a second. I've been
21 looking at, apparently, the trust case,
22 14CP3698.

23 MS. FOGLIETTA: Judge, that's the Shirley
24 trust.

25 THE COURT: Did you ever see Colin use a

1 computer in court?

2 MR. O'CONNELL: Not really.

3 THE COURT: That's why I call him a
4 dinosaur. I'd say it to his face trying to get
5 him to be more tech savvy.

6 I'm scrolling, okay. You see me scrolling
7 with my finger. I've scrolled through all the
8 attorneys. This is more like it. We're up to
9 386, and roughly ten days ago there was some
10 sort of hearing set. A re-notice of hearing.

11 MR. ELIOT BERNSTEIN: That was an
12 objection to an accounting that I filed timely.

13 THE COURT: The notice of hearing,
14 Mr. Feaman, that you scheduled, or you sent out
15 that I'm referring to is called the fifth
16 re-notice of hearing and it sets hearing on the
17 motion of creditor William Stansbury for a
18 hearing on October 20.

19 MR. FEAMAN: Yes, Your Honor.

20 THE COURT: You set aside a 15-minute
21 period of time for that. Judge Blanc has got
22 the litigation that you referred to in his
23 court and he'll figure that out.

24 MR. FEAMAN: Correct.

25 THE COURT: All right.

1 MR. FEAMAN: But there's also, with
2 regard, if I may, Your Honor, to
3 Mr. Stansbury's claim, Mr. O'Connell has also
4 filed a motion to enter and approve a
5 settlement agreement between the estate and
6 Mr. Stansbury which is still out there. But
7 related to that is a motion by Mr. O'Connell
8 filed on 7-20-2015 to have Simon Bernstein
9 declared the beneficiary of the JP Morgan IRA
10 account, and the reason it relates to
11 Mr. Stansbury is because the settlement money
12 contemplated to be paid to Mr. Stansbury would
13 come out of that account and there's a question
14 whether that is actually money that should be
15 part of the estate or not so before we actually
16 wanted to fund the settlement we wanted to -- I
17 don't mean to speak for Mr. O'Connell -- we
18 wanted to make sure that that would be
19 appropriate source of funds to fund the
20 settlement so there would be no clawback claims
21 either against Mr. Stansbury or the estate
22 subsequent to the consummation of the
23 settlement.

24 THE COURT: Is that petition at issue?

25 MR. FEAMAN: It -- Mr. O'Connell?

1 MR. O'CONNELL: I don't think it was filed
2 as an adversary matter. It's a free-standing
3 petition.

4 THE COURT: Okay.

5 MR. O'CONNELL: Everybody has been served
6 with it.

7 MR. ROSE: For the record we have no
8 objection to that motion being granted. I
9 don't know if anybody objects to the motion.
10 That's certainly something that should be heard
11 if it's objected to very early.

12 THE COURT: Unless somebody notices it up
13 for hearing, get ready for that.

14 We've used up all the time I set aside for
15 the Bernstein case. It would sure be nice to
16 spend the rest of my career talking to you
17 about this but I have other people scheduled at
18 10:30 and I must see them now. Thanks a lot.
19 I'll do my work on setting the trial on the one
20 thing we got and we'll see what happens next.

21 MR. O'CONNELL: Thank you.

22 THE COURT: It was fun and look forward to
23 a long list of hearings as well.

24 (Whereupon, the hearing is concluded at 10:32 a.m.)

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CERTIFICATE OF COURT REPORTER

I, JULIE ANDOLPHO, do hereby certify that the foregoing transcript of the proceedings, consisting of pages numbered 1 through 42, inclusive, is a true and correct transcript of the proceedings taken by me before the Honorable JOHN PHILLIPS, on September 15, 2015.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor a relative or employee of such attorney or counsel, or financially interested, directly or indirectly, in this action.

The certification does not apply to any reproduction of the same by any means unless under direct control and/or direction of the reporter.

Dated this 12th day of October, 2015.

Julie Andolpho, FPR

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38:20 seeking 32:23 seems 10:14 sell 9:16 send 27:9 sending 36:17 sent 38:7 39:14 separate 5:22 17:20 26:18 37:7 separately 12:8 36:4 September 1:18 3:6 33:23 42:8 sequence 15:22 served 41:5 serving 21:8 sets 37:2 39:16 setting 16:8 38:2 41:19 settlement 40:5,11,16,20,2 3 several 7:13 20:8 23:4,24 severed 8:7 10:3 12:6,9 19:22 22:12 36:3 severing 15:16 18:10 SHENDELL 2:20 Shirley 5:19 7:22,23 13:3,10 17:17,21 18:20 22:23 25:9 31:12 36:5 38:23 Shirley's 35:20 shopping 3:24 shorter 33:8 sidetracked 19:25 significant 18:2 silently 15:9 similar 6:17 Simon 1:5 2:11 3:8 5:9,20,21 7:18,20,24 13:9 16:17,18	17:19,20,23,25 18:4,7,12 19:8,16 20:11 22:25 30:23,24 31:12 34:8 37:1 40:8 Simon's 35:19 simple 19:12 27:4 simplify 15:2 single 10:1 sir 11:22 12:4 14:12,14 15:19 20:6 sit 15:9 sitting 27:20 slows 29:8 small 9:12 smart 14:9 sole 7:19,22 somebody 3:12,24 4:2,11,15 24:6,17 41:12 somebody's 29:24 somehow 22:7 someone 6:12 26:12 somewhere 22:10 sooner 14:6 sorry 10:8 17:6 27:2 31:3 sort 5:25 6:17 39:10 sought 32:16 soul 7:20 source 40:19 south 3:19 Spallina 2:19 28:24 speak 5:2 9:6 25:14 40:17 special 37:24 specialty 13:25 specifically 4:5 12:22 speed 4:23 spend 41:16	spending 9:18 standing 7:6 8:16,17,20 17:12 18:22 19:20 26:20 Stansbury 2:7 3:16 16:15,20 18:6 25:8 26:9,11,15 36:25 37:6,18 39:17 40:6,11,12,21 Stansbury's 40:3 start 24:2 started 4:1,2 21:22 35:12 starts 12:2 State 3:5 statement 11:6 status 4:21 5:7 6:3 7:12 8:13 stay 22:5,24 stayed 8:8 12:9 19:21 22:18 stays 22:22 step 4:18 36:17 stick 27:11 stop 13:13,15 22:1 Street 2:13 striking 36:23 Stuart 35:2 stuff 8:12 10:10 13:25 33:25 34:19 stupid 14:18,19 subject 32:9 35:18 subsequent 40:22 successfully 21:13 successor 16:21 18:7 34:7 35:3 suggest 32:9 suggesting 17:15 Suite 2:9,17,21 supposed 19:23 25:20 sure 14:20,22	18:16 25:15 28:1 31:23 40:18 41:15 <hr/> T <hr/> tables 16:13 taking 7:8 29:21 talk 14:7 15:9 talking 10:16 15:6,7,10 41:16 tech 39:5 technically 5:6,18 Ted 2:15 11:17 16:20 18:6 20:12,15 21:8 24:2 35:13 Ted's 21:11 ten 7:21 38:3,8 39:9 terms 34:9 Tescher 2:19 28:23 testamentary 15:18 Thank 21:17 36:21 41:21 Thanks 33:14 41:18 that's 4:7,13 7:16 8:10,23 9:13,22 14:1,2 15:4 16:1 17:13,14,17 18:1,2 19:17 20:4,22 23:2 24:3,9 26:8,24 27:5,10,16 29:21 31:14 32:16 33:21 34:9 35:14,17 36:1,5 37:7,22 38:13,16,23 39:3 41:10 themselves 3:24 7:17 8:14 Theodore 35:2 therefore 26:20 there's 4:12 5:12,18 6:20 14:4 15:25 16:7 18:21 19:5 23:11 24:16,19
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<p>29:22 30:2 33:3 36:22 40:1,13</p> <p>they're 14:16 19:14 20:15 21:9</p> <p>thousands 8:18</p> <p>timely 39:12</p> <p>tiny 20:24</p> <p>title 29:10 33:5,8</p> <p>today 8:24 13:10 17:19 38:17</p> <p>today's 29:18</p> <p>tomorrow 38:4</p> <p>ton 34:23</p> <p>towards 29:23</p> <p>Trail 2:21</p> <p>transcript 42:4,6</p> <p>trial 13:7 16:8 20:3 23:12 25:2,5 27:1,9 41:19</p> <p>tried 28:25 36:4</p> <p>trifocals 31:5</p> <p>true 22:5 42:6</p> <p>trust 5:17,20 7:20,23 8:3 10:3 17:18,21,22,23 18:1,5,7,18,21 22:23 25:25 32:23 38:21,24</p> <p>trustee 16:21 17:3 18:7,14 20:12,16 21:8,9 24:3 35:3</p> <p>trustees 4:21 15:13</p> <p>trustee's 7:12 17:11</p> <p>trusts 5:21</p> <p>truthful 27:5</p> <p>try 6:7 14:21,22 19:23 23:17,20 34:5</p> <p>trying 9:16 11:8 19:15 21:2,4 22:4 30:13 31:7 35:25 37:14</p>	<p>39:4</p> <p>Tuesday 3:6</p> <hr/> <p>U</p> <hr/> <p>ultimately 25:24</p> <p>uncomfortable 15:1</p> <p>understand 3:20 4:6 15:3</p> <p>understanding 6:13</p> <p>unduly 19:17</p> <p>universe 34:9</p> <p>unless 41:12 42:15</p> <p>upon 19:3</p> <hr/> <p>V</p> <hr/> <p>valid 19:14 24:3,7</p> <p>validity 7:3 8:5 10:2 15:17 18:11,19 19:6,7,8 20:4 21:4,11 22:8 25:4 26:21</p> <p>various 26:23</p> <p>verifying 3:25</p> <p>view 22:15</p> <hr/> <p>W</p> <hr/> <p>weeks 7:9</p> <p>Welcome 35:21,23</p> <p>we'll 4:18 8:17 14:8 23:15 41:20</p> <p>we're 3:8 4:15 6:4,21 16:18 19:22 28:2 33:24 35:13,18,24 39:8</p> <p>West 2:5,13,17 3:19</p> <p>we've 5:7 9:16,17 41:14</p> <p>whatever 14:25 15:1 36:19</p> <p>Whereupon 41:24</p> <p>whether 6:4 17:5,12 19:16</p>	<p>23:13 40:14</p> <p>whole 5:5</p> <p>who's 24:7</p> <p>wife 5:12</p> <p>William 2:7 3:15 16:15 26:9,10 36:25 37:6 39:17</p> <p>wit 3:6</p> <p>work 41:19</p> <p>world 35:22</p> <p>wrestle 14:3</p> <p>wrestling 13:25</p> <p>write 27:6</p> <p>wrong 4:10</p> <hr/> <p>Y</p> <hr/> <p>yet 6:15 11:4,7,12 13:16 15:7 28:16 33:5</p> <p>you've 20:2 23:3</p>	
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IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND
FOR PALM BEACH COUNTY, FLORIDA

IN RE:

Case No. 502012CP004391XXXXNBIH

ESTATE OF SIMON BERNSTEIN,

Deceased.

_____/

**MOTION IN OPPOSITION TO PLAINTIFF'S MOTION TO (i) APPROVE
COMPROMISE AND SETTLEMENT, (ii) APPOINT A TRUSTEE FOR THE TRUSTS
CREATED FOR D.B., JA.B. AND JO.B., AND (iii) DETERMINE COMPENSATION
FOR GUARDIAN AD LITEM (2) CASE MANAGEMENT CONFERENCE**

1. I am an "interested person" and named beneficiary in the Estate of Shirley Bernstein and Simon Bernstein and contrary to the filings and positions of Ted Bernstein and his attorney Alan Rose, I do in fact have "Standing" to be heard in all of these cases and am a named beneficiary in the dispositive documents and Object to all of these motions which require evidentiary hearings to be heard at a UMC hearing and respectfully request that proper Special Set Hearings be calendared after Dec. 15, 2016 as I remain under Medical Care as all the parties are aware. See attached Exhibit 1 - MD Note.
2. There is no Order issued on the "standing" issue in the case of the Estate of Shirley Bernstein and Simon Bernstein despite the misleading claims of Alan Rose to this Court in his pleading in further attempts to obstruct justice.
3. I file these Objections for all 3 cases in which Ted Bernstein and attorney Alan Rose have recently moved this Court for relief on November 22, 2016 improperly moved for relief at UMC Hearings under Case Numbers:
 - a. Case # 502012CP004391XXXXSB – Simon Bernstein Estate

- b. Case # 502011CP000653XXXXSB – Shirley Bernstein Estate
 - c. Case # 502014CP003698XXXXNB – Shirley Trust Construction
4. Both Ted Bernstein and his attorney Alan Rose are well aware of the Serious Medical conditions I am under and have been provided copies on multiple occasions from a Florida Licensed Doctor of Doctor's Instructions to Avoid Stress, which could result in life threatening injury. Ted Bernstein and Alan Rose have known this for many weeks now as this condition has been raised in filings at the 4th District Court of Appeals.
 5. I made a written request by email and asked attorney Alan Rose to voluntarily Reschedule these motions off the Nov. 22nd calendar based on the ongoing Medical treatment and instructions until after December 15th, 2016 but Mr. Rose has refused to do so. Proof of the Medical Treatment and Ongoing Care was attached to my request. See Attached Exhibit 2 - Email to Rose re Reschedule Hearings.
 6. I reserve the right to file more detailed Objections to all of the relief requested by Ted Bernstein and his attorney Alan Rose in these 3 cases and seek an Extension of Time and / Or Continuance to do so based upon Serious Medical conditions and the failure to be properly served in these matters.
 7. This Court is notified that virtually every Order in all of the cases of prior Judges Colin and Phillips are subject to being vacated under Florida Rules of Civil Procedure 1.540(b) on Fraud grounds but because of my medical conditions and the limited amount of time I can dedicate each day that it will take me 30 days to prepare and file proper motions for each case, which is subject to schedule change as in addition to repeated "sharp practices" by multiple attorneys including Alan Rose for Ted Bernstein and Steve Lessne for the Oppenheimer Trust case I am regularly faced with having to respond to

improperly Noticed motions and hearings and then subject to “tag teaming” motions in the 15th Judicial Court cases timed to coincide with Appeal deadlines at the 4th DCA. For example on this day, Nov. 22, 2016, I am hit with 3 hearings in this Court and 3 briefs due at the 4th DCA and all while all parties have full notice of the dangers of stress medically to me at this time.

8. Further, that both attorney Alan Rose and his client Ted Bernstein have mislead the prior Courts and are now misleading this Court under newly Assigned Judge Scher through an elaborate evolving “storyline” that changes over time but will not withstand proper Evidentiary hearings after proper Discovery.
9. Unraveling the multi-year elaborate scheme takes time which is further why I request an Extension and Continuance to file further Objections as in some instances there are contradictory statements from Ted Bernstein, Alan Rose and others from statements made to the PBSO, in some instances the statements are contradictory to prior Testimony in the cases, in other instances contradictory to other filings and so on.
10. In the Notice of Administration document filed in the Shirley Bernstein case, I am in fact listed as a Beneficiary and the 10 grandchildren are nowhere Noticed or listed in this Document. Attached Exhibit 3- Shirley Bernstein Estate Notice of Administration.
11. In the Notice of Administration document sworn to and filed by attorneys Tescher & Spallina in the Estate of Simon Bernstein under Case No. 502012CP004391XXXXSB, once again I am listed as a Beneficiary and the 10 grandchildren are never Noticed or mentioned. Attached Exhibit 4 - Simon Bernstein Estate Notice of Administration.
12. In addition to “Standing” having never been determined by any Order in the Shirley Bernstein Estate case, the “Standing” issues were never determined by Judge Phillips at

any Evidentiary Hearing or after any Construction hearing, as none has ever been held, but instead was determined at a Non-evidentiary UMC Hearing and my “standing” was removed in several of the cases based on the fact that I could not quote the proper Statute section during a UMC hearing despite my stating that I was a named beneficiary in the documents, an interested party and guardian for my children.

13. The alleged “Validity Trial” which is on Appeal to the 4th District Court of Appeals not only was Ordered in an improper case after Judge Phillips was misled or just went along with Alan Rose, but even the “Validity” trial hearings held were not hearings on the “construction” of the alleged documents and no standing hearing occurred nor any construction hearing.

14. This Court is Noticed that just one of the misleading acts of Ted Bernstein and his attorney Alan Rose is failing to notify Judge Phillips at an alleged Guardianship hearing conducted improperly without proper Recordings and procedure that the Dead body of one Mitchell Huhem, age 45, was found at one of the very properties from these Estate and Trust cases being the primary residence of my parents Simon and Shirley Bernstein at 7020 Lions Head Lane, Boca Raton, Fl shortly after moving into the home after a contested Probate Sale, being allegedly found on or around FEB. 23rd, 2015 after discovering likely Felony Fraud in the Incorporation and setup of a Land Trust to transfer this property by Ted Bernstein and Alan Rose and that the Dead body was allegedly from Gunshot wounds to the head so gruesome that allegedly Mitchell Huhem’s wife Debra Huhem did not even look at the body.

15. This improperly conducted Guardianship hearing with Judge Phillips came after a Motion Hearing the same day in the US District Court of Illinois in relation to litigation

over “missing” Life Insurance policies of Simon Bernstein and missing Trusts where I had filed a Motion for Injunctive relief under the All Writs Act in the federal Court due to the extensive and pervasive fraud in the cases, Missing Discovery, Missing Documents and Missing “Millions” unaccounted for in these cases where it was known several days before to parties involved with Mitch Huhem that I would be reporting the fraud discovered in the Incorporation of the Land Trust to federal authorities and into the federal court.

16. That home furnishings in the home where all property of Shirley Bernstein’s Estate when she died and none are listed on the Shirley Bernstein Inventory and therefore as it was her Personal Property it should have been inventoried at her death.
17. Despite the All Writs act Injunction Petition showing the Missing “Millions” and Missing documents and evidence in the related cases which also notified the Federal Court of the newly discovered fraud in the Incorporation of the Land Trust allegedly used to improperly transfer Trust and Estate property to Mitchell Huhem and his wife Deborah, neither Ted Bernstein nor the attorneys acting for him on this day notified the Federal Court that Mitchell Huhem’s dead body had just been found at the Lions Head lane property allegedly 2 days before the Court hearing in federal Court.
18. While the US District Court did not grant the immediate Injunctive relief sought in that Court, it also did not strike the Petition and issued a Minute Order denying to strike the Petition from the federal court proceeding.
19. Yet, later the same day, Ted Bernstein and Alan Rose show up at Judge Phillip’s Court for the improperly heard Guardianship proceeding failing to Notify the State Court that one of the parties that Ted Bernstein and Alan Rose were doing Estate and Trust property

business with alleged as fraudulent by myself was now Dead allegedly by Gun Wounds to the head at the very same property.

20. Attached as Exhibit 5 is the All Writs Act injunction Petition which I incorporate herein by reference and can be used as a roadmap to this Court on the extensive frauds, conflicts of interests, Missing Documents, Missing evidence, Missing records and Missing “Millions” such that all motions by Ted Bernstein and Alan Rose should be denied at this time and a continuance or extension granted to file completed motions with this Court and schedule necessary Evidentiary hearings after Discovery and even Depositions.
21. This Court is further notified that Ted Bernstein’s sworn Petition attempting to close this Estate conflicts in part with prior Hearings even with Judge Colin and an extension granted for further motions to be filed herein.
22. Upon information and belief, the source being documents and information obtained through the Freedom of Information laws of Florida from the Palm Beach County Sheriff’s Office (“PBSO”) and Palm Beach County Medical Examiner’s Office in the Mitch Huhem Death case at the Lions Head Lane property, Ted Bernstein is the **ONLY** **Central witness who apparently Refused** to have his Statement Recorded by the PBSO in the Huhem Investigation despite allegedly being Scheduled to Meet with Mitch Huhem on the day in question when the Dead body was Discovered with the gruesome Gun Shot wounds to the head.
23. In fact, despite being scheduled for a Business Meeting with Mitch Huhem on the very day in question, Ted Bernstein’s “statement” was not taken by the PBSO until several months after the body was found. See, Attached Exhibit 6 - Ted Bernstein Statement Huhem PBSO Homicide Investigation..

24. While thus far the PBSO has ruled the death a Suicide, there are Open Internal Affairs investigations not only relating to the crimes alleged in these Estate and Trust cases by Ted Bernstein and others but also an Open part in relation to the Huhem investigation where upon information and belief there are contradictory records and statements about when the body was first discovered and by who and the time of death and other.
25. This Court is also notified that Ted Bernstein has testified at the Validity Trial to never having seen or been in possession of any ORIGINALS of the Dispositive Documents in these cases while attorney Alan Rose is mixed up in the chain of custody of other certain “originals” and should be conflicted out as a Witness at this time. See Attached Exhibit 5 - All Writs.
26. The Court should further be aware that there have already been Admissions to fraud and forgery in the Shirley Estate case by Tescher & Spallina employee and Notary Kimberly Moran.
27. Further, that lead Partner Donald Tescher on the Simon and Shirley Estates and Trusts plans admitted in Depositions that other frauds were discovered in the case committed by his Partner Robert Spallina but his firm kept silent for nearly a year on their wrongdoing, Spallina even denying knowledge of further misconduct to this Court while knowing of frauds he committed. See Attached Exhibit 7 - Deposition Tescher¹
- <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709TescherDepositionAndExhibits.pdf>
28. This Court is further Notified that attorneys Tescher and Spallina entered into Consent Orders with the SEC in relation to improper Fiduciary conduct in an Insider Trading case which upon information and belief still has an Open FBI Investigation to one of the

¹ Donald Tescher Deposition
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709%20Tescher%20Deposition%20and%20Exhibits.pdf>

central Fiduciaries from these Estate and Trust cases. See, Attached Exhibit 8 - SEC Consent Orders for Robert Spallina, Esq. and Donald Tescher, Esq.

29. Further, that serious Due process issues are also raised in relation to the improperly held “Validity” Trial which includes but is certainly not limited to Missing Discovery and absence of standard Pre-Trial and improperly limiting such Trial to preclude necessary Witnesses such as Donald Tescher and Kimberly Moran and others.

30. I make reference to a series of Filings that have not been properly heard in these proceedings and that related to the widespread fraud alleged and already proven in certain instances and that these should be considered for further Scheduling in all of these cases:

- a. May 2013 Emergency Hearing Fraud Simon and Shirley Estate and Trust Cases - Injunction

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

- b. All Writs Motion on Judge Colin’s Disqualification and as a Necessary Material Fact Witness

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf>

- c. Disqualification Motion Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

Notice of Corrections to Phillips Disqualification

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141204%20FINAL%20SIGNED%20NOTICE%20OF%20CORRECTIONS%20DISQUALIFICATION%20JUDGE%20PHILLIPS.pdf>

Motion for New Trial Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151231%20FINAL%20E-SIGNED%20MOTION%20FOR%20NEW%20TRIAL%20STAY%20INJUNCTION%20PHILLIPS%20ECF%20STAMPED%20COPY.pdf>

31. In the Dec 15, 2015 hearing Spallina admits further new frauds regarding the estate and trusts of Shirley Bernstein, including federal mail fraud and fraudulent creation of a Shirley Trust Agreement and dissemination of the document to my minor children's counsel, Christine C. Yates, Esq. of Tripp Scott law firm.
32. The April 09, 2012 Petition for Discharge is fraudulent and already exposed as fraudulent by Colin, who proffered at the time, in a September 13, 2013 hearing upon discovery that the April 09, 2012 document was deposited with the Court fraudulently POST MORTEM for Simon Bernstein by Ted Bernstein's counsel, Tescher & Spallina, PA and therefore was yet another not legally valid document, constituting enough evidence at the time of fraud on the court and fraud on the beneficiaries for Colin to state he had enough evidence from their admissions to read Ted Bernstein, Robert Spallina, Donald Tescher and Mark Manceri their Miranda rights.
33. Colin made this statement regarding Miranda's twice in that hearing, once in regard to the Moran six fraudulently notarized and forged filings for six separate parties, including my father Post Mortem and once in regard to the April 09, 2012 document fraud in attorney Spallina filing documents using my father's identity to close the estate of my mother at a long after he was dead, without noticing the Court or properly electing a successor PR to have filed closing documents legally. This was all part of an ongoing fraud that continues in this renewed effort to close the Shirley estate through further false and misleading pleadings where it was the frauds and forgeries that led to my mother's estate being reopened.
34. The estate cannot be reclosed at this time as no objections to accountings and inventories have been heard that are filed and it is now known that approximately \$1,000,000.00 or

more of assets was not included in Shirley's inventory (a fully paid for Bentley, a \$250,000.00 wedding ring and furnishings, art and more) and these items have not been amended to Shirley's inventory, despite Ted Bernstein and Alan Rose being made fully aware of their existence for several years.

35. Eliot Bernstein does not waive any rights to accountings in any of these 3 cases and believes a full audited Final Accounting starting from the date of death forward must be completed.
36. Eliot Bernstein was not properly noticed of this hearing and all parties could not have consented to the Motion proposed, as I, Eliot Ivan Bernstein have not, nor have my children.
37. No Guardian was appointed in this case and thus Diana Lewis acting as Guardian in this matter to give consent to the Motion filed by Ted Bernstein and Alan Rose is invalid and deserving of sanctions and criminal legal action for attempted financial exploitation of a minor. Diana Lewis should be instantly removed from this case and all cases and cease any illegal interference and obstruction.
38. On information and belief, Joshua Ennio Zander Bernstein is an adult and no legal guardianship has ever been obtained for him as such and therefore he also has not granted consent to any Motion filed to Reclose the Estate of his grandmother Shirley Bernstein. Diana Lewis is aware that Joshua was an adult when an improper guardianship was issued to her representing him falsely as a minor to the Court and again this may be further criminal misconduct.
39. That the Court has an obligation under Judicial Canons and Law to report these alleged serious felony acts of Obstruction, fraudulent and misleading pleadings of attorneys,

guardians and judges involved in these matters and more to the proper state ethical and criminal authorities.

40. It is respectfully submitted that a Case Management Conference is proper for each case so that Hearings can be scheduled after Discover is opened and Depositions of Ted Bernstein, Donald Tescher, Robert Spallina, Kimberly Moran, Alan Rose and others are completed,

Wherefore, it is respectfully prayed for an Order denying the Motions filed by Ted Bernstein and Alan Rose in each of these 3 cases and denying said relief at a UMC Hearing and granting and extension and or continuance as appropriate for Eliot Bernstein to file complete objections and motions to vacate as appropriate and who further seeks reimbursement of all court costs including \$120.00 for Court Call that they said could not be waived for indigent parties. Due to Fraud on the Court in these cases proven and further alleged, Pro Se Indigent Eliot Bernstein is seeking an Order of this Court to VideoTape or Audio Record and Transcript all hearings, UMC, Evidentiary, etc. to prevent and preclude further sharp practices and violations of law without record. Since the Fraud has taken place on and in the Court by Court Appointed Officers (Attorneys and Fiduciaries) it should be on the Court's own motion to ensure the preclusion of further fraud and protect the litigants.

Dated: November 21th, 2016

By: /S/ Eliot Ivan Bernstein
Pro Se
2753 NW 34th Street
Boca Raton, FL 33434
561.245.8588
iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to counsel of record and the proper parties on the attached Service List via the Court's e-portal system or Email Service on this 21st day of November, 2016.

By: /S/ Eliot Ivan Bernstein

Pro Se

2753 NW 34th Street

Boca Raton, FL 33434

561.245.8588

iviewit@iviewit.tv

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite
3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald
& Rose, P.A.
505 South Flagler Drive,
Suite 600
West Palm Beach, Florida
33401
(561) 355-6991
arose@pm-law.com
and
arose@mrachek-law.com

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
(561) 514-0900
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Irwin J. Block, Esq.
The Law Office of Irwin J.
Block PL
700 South Federal
Highway
Suite 200
Boca Raton, Florida
33432
ijb@ijblegal.com
lamb@kolawyers.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

Donald Tescher, Esq., Tescher &
Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com
dtescher@tescherspallina.com

Peter Feaman, Esquire
Peter M. Feaman, P.A.
3695 W. Boynton Beach
Blvd.
Suite #9
Boynton Beach, FL 33436
Tel: 561.734.5552
Fax: 561.734.5554
pfeaman@feamanlaw.co
m
service@feamanlaw.com
mkoskey@feamanlaw.co
m

Benjamin Brown, Esq.,
Thornton B Henry, Esq., and
Peter Matwiczuk
Matwiczuk & Brown, LLP
625 No. Flagler Drive
Suite 401
West Palm Beach, FL 33401
bbrown@matbrolaw.com
attorneys@matbrolaw.com
bhenry@matbrolaw.com
pmatwiczuk@matbrolaw.com

William H. Glasko, Esq.
Golden Cowan, P.A.
1734 South Dixie Highway
Palmetto Bay, FL 33157
bill@palmettobaylaw.com
eservice@palmettobaylaw.com
tmealy@gcprobatelaw.com

Alexandra Bernstein
3000 Washington Blvd,
Apt 424
Arlington, VA, 22201
alb07c@gmail.com

Kimberly Moran
kmoran@tescherspallina.com

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, FL 33445
mchl_bernstein@yahoo.com

John P Morrissey. Esq.
John P. Morrissey, P.A.
330 Clematis Street
Suite 213
West Palm Beach, FL
33401
john@jmorrisseylaw.com

Joshua, Jacob and Daniel
Bernstein, Minors
c/o Eliot and Candice Bernstein,
Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
210 I Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com

Carley & Max Friedstein,
c/o Jeffrey and Lisa
Friedstein
Parents and Natural
Guardians
2142 Churchill Lane
Highland Park, IL 6003
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745
molly.simon1203@gmail.com

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900-Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
ifoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinliibitz.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035
lisa.friedstein@gmail.com
lisa@friedsteins.com

EXHIBITS

EXHIBIT 1 - MD NOTE

WEST PALM BEACH NEUROLOGY, P.A.
JAMAL A. HALIM, M.D.
WELLINGTON RESERVE
1035 SOUTH STATE ROAD 7, SUITE 214
WELLINGTON, FL 33414-6137

(561) 422-1008 TEL
(561) 422-1078 FAX
BATCH # MD18012603027791054

DEA # _____
LIC. # ME85753

NAME Eliot Bernstein DOB _____
ADDRESS _____ DATE _____

TAMPER-RESISTANT SECURITY FEATURES LISTED ON BACK OF SCRIPT

11/7/16

R
Patient should avoid
all types of stress till
his ENT Evaluation
on Dec 15, 16

Label
Refill NR 1 2 3 4 5

(Signature)

In order for the brand name product to be dispensed, the prescriber must write 'Medically Necessary' on the front of this prescription.

MEDISCRIPTS – TAMPER-RESISTANT SECURITY FEATURES

STANDARD FEATURES:

- ✓ SAFETY-BLUE ERASE-RESISTANT BACKGROUND
- ✓ "ILLEGAL" PANTOGRAPH
- ✓ REFILL INDICATOR
- ✓ SERIALIZATION
- ✓ ARTIFICIAL WATERMARK ON BACK
- ✓ MICROPRINTING

ADDITIONAL FEATURES (where applicable):

- ✓ QUANTITY CHECK-OFF BOXES (optional in some states)
- ✓ UNIQUE TRACKING IDENTIFICATION NUMBER (FL)
- ✓ THERMOCHROMIC APPROVED STATE SEAL (WA)

WEST PHARMACEUTICALS, INC.
JAMAL A. HALIM, M.D.
WELLINGTON RESERVE
1035 SOUTH STATE ROAD 7, SUITE 214
WELLINGTON, FL 33414-6137

(561) 422-1006 TEL.
(561) 422-1078 FAX
BATCH # MD116012603027791054

DEA # _____
LIC. # ME85753

NAME Stuart Bernstein DOB _____
ADDRESS _____ DATE _____

TAMPER-RESISTANT SECURITY FEATURES LISTED ON BACK OF SCRIPT

R

10/24/16

Patient should avoid
all type of stren over
the next 2 wks pending
GNZ /small bowel
evaluation for recurrent
syncope

Label

Refill NR 1 2 3 4 5

(Signature)

In order for the brand name product to be dispensed, the prescriber must
write 'Medically Necessary' on the front of this prescription.

002750

6ANE0302779

EXHIBIT 2 - Email to Rose re Reschedule Hearings

Eliot Bernstein

From: Eliot Bernstein <iviewit5@gmail.com>
Sent: Friday, November 11, 2016 1:05 PM
To: Alan B. Rose Esq. (mchandler@mrachek-law.com); Alan B. Rose Esq. @ Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. (arose@mrachek-law.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Don Tescher; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com); Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell (jfoglietta@ciklinlubitz.com); Mark R. Manceri, Esquire @ Mark R. Manceri, P.A. (mrmlaw@comcast.net); Peter Feaman (mkoskey@feamanlaw.com); Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com); Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Robert Spallina; Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. (steven.lessne@gray-robinson.com); Steven A. Lessne Esq. (eservice@gunster.com); Steven A. Lessne Esq. (jhoppel@gunster.com); Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A. (slessne@gunster.com)
Cc: 'Kevin R. Hall'; 'Barbara Stone'; 'JoAnne M. Denison Esq.'; 'Candice Schwager @ Schwager Law Firm'; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'iviewit@gmail.com'; 'Marc R. Garber Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'
Subject: Ted Bernstein and Alan Rose Reply - RE: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBIH

Mr. Rose and Ted Bernstein,

Your fraud and the frauds of all of cases you both are involved in will be fairly heard and determined.

The Damages and Harm you and your Client and others have caused to the Estates and Trusts and proper Beneficiaries will be fairly heard and fully determined.

Your words are and have been basically meaningless, except of course where you have demonstrated fraud and other misconduct, those words will prove to have serious meaning.

Do you or your client currently Own any real property as I believe that Homestead will not be protected for fiducial violations, if so please attach the addresses of each?

I notice and make a record on this Friday, November 11, 2016, that you continue to FAIL to provide copies of any of the alleged Trusts and originals you speak about.

Thank you.

Eliot Bernstein, Individually
Eliot Bernstein as POA for Josh Bernstein Eliot Bernstein as Trustee for the Eliot Bernstein Family Trust

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

From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Thursday, November 10, 2016 11:45 PM

To: 'Eliot Ivan Bernstein'; Marie Chandler; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; 'Don Tescher'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.'; 'Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'; 'Peter Feaman'; 'Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Robert Spallina'; 'Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. '; 'Steven A. Lessne Esq.'; 'Steven A. Lessne Esq.'; 'Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A.'

Cc: 'Kevin R. Hall'; 'Barbara Stone'; 'JoAnne M. Denison Esq.'; 'Candice Schwager @ Schwager Law Firm'; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'Eliot I. Bernstein'; 'iviewit@gmail.com'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'
Subject: RE: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBIH

You have been determined to lack standing, and are in no position to object to a settlement between the trustees/beneficiaries of trusts, including the court-appointed Guardian ad Litem.

You have caused lengthy delays. I already reset this for Mr. Feaman, and we intend to proceed on the settlement motion as set.

I also am not inclined to move the status conference, but will confer with Mr. O'Connell and let you know if we are willing to move that hearing.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991

505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

CONFIDENTIALITY NOTE: THE INFORMATION CONTAINED IN THIS TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL, INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE A COPY OF THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY (1) REPLY BY E-MAIL TO US, AND (2) DELETE THIS MESSAGE.

TAX DISCLOSURE NOTE: To ensure compliance with requirements imposed by the Internal Revenue Service (Circular 230), we inform and advise you that any tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transactions or matters addressed herein.

If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: <http://www.adobe.com>

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

From: Eliot Ivan Bernstein [mailto:iviewit11@gmail.com]

Sent: Thursday, November 10, 2016 10:31 PM

To: Marie Chandler; Alan Rose; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Don Tescher; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.; Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell; Mark R. Manceri, Esquire @ Mark R. Manceri, P.A.; Peter Feaman; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Robert Spallina; Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. ; Steven A. Lessne Esq.; Steven A. Lessne Esq.; Steven A. Lessne Esq. @ Gunster, Yoakley & Stewart, P.A.

Cc: Kevin R. Hall; Barbara Stone; JoAnne M. Denison Esq.; Candice Schwager @ Schwager Law Firm; 'William "Bill" Stansbury'; 'William "Bill" Stansbury'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'Eliot I. Bernstein'; iviewit@gmail.com; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'

Subject: CORRECTION OF DATE - Voluntary Request to Alan Rose to Reschedule Nov. 22, 2016 Hearing CASE NO. 502012CP004391XXXXNBIH

Please note the date in the subject line of the email had an incorrect date for the hearing at issue which is corrected to Nov 22, 2016. Thank You, Eliot

Subject: Voluntary Request to Alan Rose to Reschedule Nov. 22, 2015 Hearing CASE NO. 502012CP004391XXXXNBIH

Mr. Alan Rose,

I am requesting that your office voluntarily reschedule and remove from the Nov. 22, 2016 calendar your Motion in CASE NO. 502012CP004391XXXXNBIH until after Dec. 15, 2016.

I have attached an updated Medical Instruction from a proper Dr. in Florida prescribing avoiding all stress until Dec. 15th, 2016 and follow-up care. Your office is more than aware of this situation from the motions filed at the 4th District Court of Appeals.

I am certain that Peter Feaman, Esq. will consent and agree on behalf of William Stansbury.

Your continued "sharp practices" in general were noted and observed in your recent actions in the presently separate William Stansbury case under Case NO. 50 2012 CA 013933 MB AN where you filed late and improper Notice on a Friday afternoon for a Hearing on the following Monday and proper corrective efforts for that case are underway as well.

A proper Motion in CASE NO. 502012CP004391XXXXNBIH will be made in the absence of your voluntary rescheduling. All acts of fraud will be addressed. Eventually the wheel always comes around.

Further, please provide copies of Any and All Trusts referred to in your recent motion together with a statement under oath as a currently licensed Florida attorney on the entire chain of custody leading to your office having possession of such Trust documents with an entire time line and each link in the chain of custody addressed.

Thank you.

Respectfully,

Eliot I. Bernstein, Individually

Eliot I. Bernstein, POA Josh Bernstein

EXHIBIT 3 - Shirley Bernstein Estate Notice of Administration

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

PROBATE DIVISION

SHIRLEY BERNSTEIN,

File No. 502011 CP000653XXXXSB

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioner, SIMON L. BERNSTEIN, alleges:

1. Petitioner has an interest in the above estate as the named personal representative under the decedent's Will. The Petitioner's address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and the name and office address of petitioners attorney are set forth at the end of this Petition.

2. Decedent, SHIRLEY BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 71, and whose social security number is xxx-xx-9749, died on December 8, 2010, at her home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	husband	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Avenue, Snite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th St. Boca Raton, FL 33434	son	adult

2011 FEB 10 AM 8:10
SHIRLEY BERNSTEIN
PALM BEACH COUNTY
SOUTH CITY FL



Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane highland Park, IL 60035	daughter	adult

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of her death.

5. Simon L. Bernstein, whose address is listed above, and who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate is entitled to preference in appointment as personal representative because he is the person designated to serve as personal representative under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ TBD.

7. This estate will not be required to file a federal estate tax return.

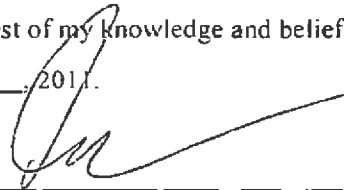
8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Simon L. Bernstein be appointed as personal representative of the estate of the decedent.

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

Signed on Feb 9, 2011.


SIMON L. BERNSTEIN, Petitioner

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

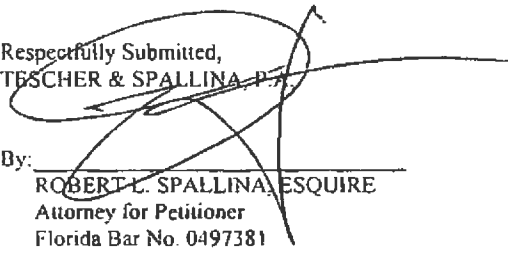
By: 
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008



EXHIBIT 4 - Simon Bernstein Estate Notice of Administration

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
 IN RE: ESTATE OF _____ PROBATE DIVISION *12*
 SIMON L. BERNSTEIN, File No. _____
 Deceased. *502012 CP00 4391 XXX SB*

2012 OCT -2 AM 8:59
 JERARD R. BURNS, CLERK
 PALM BEACH COUNTY, FL
 SOUTH CITY BRANCH-FILED

PETITION FOR ADMINISTRATION
 (testate Florida resident)

Petitioners, ROBERT L. SPALLINA and DONALD R. TESCHER, allege:

1. Petitioners have an interest in the above estate as the named co-personal representatives under the decedent's Will. The Petitioner's addresses are 7387 Wisteria Avenue, Parkland, FL 33076 and 2600 Whispering Oaks Lane, Delray Beach, FL 33445, respectively, and the name and office address of petitioners' attorney is set forth at the end of this Petition.

2. Decedent, SIMON L. BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 76, and whose social security number is [REDACTED], died on September 13, 2012, at his home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Ave. Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th St. Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult



Lisa S. Friedstein

2142 Churchill Lane
Highland Park, IL 60035

daughter adult

Robert L. Spallina and Donald R. Tescher,
co-Trustees of the Simon L. Bernstein
Amended and Restated Trust Agreement
dated July 25, 2012

4855 Technology Way,
Suite 720
Boca Raton, FL 33431

Trust

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of his death.

5. Robert L. Spallina and Donald R. Tescher, whose addresses are listed above, and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate are entitled to preference in appointment as co-personal representatives because they are the persons designated to serve as co-personal representatives under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ Unknown.

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated July 25, 2012, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Robert L. Spallina and Donald R. Tescher be appointed as co-personal representatives of the estate of the decedent.

Under penalties of perjury, we declare that we have read the foregoing Petition for Administration, and the facts alleged are true, to the best of our knowledge and belief.

Signed on Oct. 1, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Email: rspallina@tescherspallina.com

Robert L. Spallina, Petitioner

Donald R. Tescher, Petitioner



EXHIBIT 5 - All Writs Act Injunction Petition

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

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

Plaintiff,)

v.)

**HERITAGE UNION LIFE INSURANCE)
COMPANY, Eliot I. Bernstein,)
Individually, and on behalf of the Minor)
Children JEZB, JNAB, and DEAOB,)
ET AL.)**

**Case No. 13 cv 3643
Honorable John Robert Blakey
Magistrate Mary M. Rowland**

**PETITION-MOTION FOR
INJUNCTION:
Under the All Writs Act (AWA),
Anti-Injunction Act (AIA) and Other
relief**

**Third-Party Plaintiffs / Counter-
Plaintiffs-Petitioners Eliot I. Bernstein,
Individually and On behalf of Minor
Children**

**Filers:
Eliot Ivan Bernstein, Third-Party
Defendant and Counter-Plaintiff.**

Comes now Eliot Ivan Bernstein, being duly sworn, declares and says under oath and penalties of perjury as follows, on information and belief:

INTRODUCTION

1. I am over the age of 18 years and reside at 2753 NW 34th St, Boca Raton, Florida 33434, and am acting pro se herein.
2. I make this Affidavit-Petition in good faith in support of an Emergency Motion for Injunctive Relief against all parties this District Court presently has jurisdiction over and for at least temporarily restraining the Florida Probate Court of Judge John Phillips by an appropriately tailored Order under the Anti-Injunction Act and All Writs Act under 28 USC Sec. 2283 and 28 USC Sec. 1651(a) respectively until such time as this Court holds a Hearing and or Conference where Orderly Production of Discovery, Preservation of evidence, documents, records is obtained and where other issues such as the conflicts of interest and potential misconduct by the parties before this Court can be determined, determination of “side agreements” impacting the integrity of this Court’s litigation such as discussed in Winkler v Eli Lilly can be heard, and such other matters as to this Court seems just and proper.
3. As this Court will see, with the newly discovered fraudulent company Lions Head Land Trust, Inc., with at least Ted Bernstein and his counsel Alan Rose who appeared for Ted Bernstein at a Deposition held for this Court just being discovered last week Feb. 18, 2016 as another vehicle of fraud to hide and secret away the transfer of assets valued in the millions is present, along with a series of orchestrated proceedings in the parallel litigation in the State Court including but not limited to attorneys Alan Rose and Steven Lessne submitting motions at a 5 Minute UMC motion calendar for attorneys fees in the hundreds of thousands ***without submitting any Billing statements to support***, and being a flurry of motions to “wrap up” the Probate cases despite literally millions of dollars in assets never being accounted for there is a very real and imminent danger that the critical evidence, documents, records and Discovery necessary in aid

of this Court's own jurisdiction and integrity of this Court's own proceedings will be permanently lost thus requiring this Court to now act with an appropriately tailored injunctive Order herein against parties already under this Court's jurisdiction.

4. I am specifically seeking to enjoin the parties under this Court's jurisdiction, Ted Bernstein, Brian O'Connell and the Estate of Simon Bernstein, Alan Rose as Ted Bernstein's attorney who represented him at a federal court Deposition herein and remains his Palm Beach attorney, Pamela Simon, David Simon, Adam Simon, Jill Iantoni, Lisa Friedstein and Florida State Probate Judge John Phillips of the North Branch of Palm Beach County temporarily pending further Order of this Court and at least until proper evidence, documents and Discovery are both preserved and produced, until this Court sorts out conflicts of interest as set out herein and exercises its inherent powers to probe "side deals" compromising the integrity of this Court's Jurisdiction and that such injunction should specifically include but not be limited to enjoining proceedings before Judge Phillips in Palm Beach County this Thursday, Feb. 25, 2016 at 3:15 PM Est and as this Court further deems proper.
5. I further assert in good faith that this Court should find sufficient cause for such extra-ordinary exercise of the injunctive powers at least by the time it reaches that part of this complaint that describes the new fraudulent company Ted Bernstein and Alan Rose are involved in secreting and hiding from the public record secreting multi-million dollar asset listed at \$3.4 million allegedly sold for \$1.1 Million by recent deed transfer to a false company titled Lions Head Land Trust, Inc, although there are further sections which describe with specificity and by "piece-meal" discovery the Millions in assets presently unaccounted for by these parties herein further justifying injunctive relief to schedule Orderly and proper discovery proceedings.

6. Just one “piece-meal” disclosed item of documentary evidence shown later herein documents approximately \$2.8 Million in just one of Simon Bernstein’s accounts at the time of his passing which *to this day has never been accounted for* which also does not include millions from other accounts and the millions of worth of Shirley Bernstein where *in 5 years there has never been an accounting* yet the core parties who brought this original action to your Court try to portray my parents as virtual paupers where all their records and financials and critical documents are “lost” which is a fraud itself.
7. As shown throughout this complaint, the Discovery Abuses in the parallel State proceedings which justify exercise of this Court’s injunctive powers at this time are such that there has never been any coherent, complete disclosure of “Original” Trusts, Wills and related instruments nor any coherent presentation of the Estates and how these were managed despite sophisticated lawyers working in these cases Billing hundreds of thousands of dollars a clip.
8. I submit that the *naked human eye* upon reviewing the piece-meal production of “copies” and magically timed surfacing of alleged “duplicate Originals” of the operative Trusts and other instruments herein can detect multiple signatures that appear “too identical”, “too evenly placed” on the page and multiple “identical” “Initials” such as “SB” that appear to be too perfectly aligned such that preservation of Original documents and all evidence becomes even more important in a case where proven, admitted to, documented fraud and forgery of important instruments in the Florida Court has already been established yet instead of the Court notifying any investigative authorities I am retaliated against for seeking truth and integrity in these proceedings.
9. Because the amount and level of fraud is so pervasive and complex that is alleged to take place in and upon the Florida Court by Court Officers, Fiduciaries and Counsel and can not be stated

in a few sentences and takes painstaking time to address, the remaining sections provide of this case while also supporting the motion for use of the Injunctive powers of this court also further provides background facts to the depth of the assets at stake, the depth of the fraud and claims and part of the basis upon which I will respectfully seek further Leave of this Court to amend my counter-cross complaints filed herein September 22, 2013 and further leave to Add parties but due to the continuing nearly daily distractions by the sharp, abuse of process practices in the Probate Court my proposed Amendments to my Cross-counterclaims are presently only in draft form and I respectfully seek leave of this Court to file and submit a proposed Amended Counter-cross complaint which not only seeks to add claims such as claims under 42 USC Sec. 1983 but also parties as well.

10. I ask this Court to note, however, that even in the process of submitting this Motion-Petition-Complaint herein, I have experienced significant “downtime” at my website where the host Service provider that always responded timely in the past now does not respond sometimes for days and where the basic internet services into my home have been “down” at critical times where deadlines are in play and thus even this submission has been significantly delayed.
11. I further point out that Ted Bernstein who is the one that suggested at the hospital that our father Simon Bernstein may have been poisoned and murdered also said he would be handling things with the authorities and had friend attorneys to do so and was on calls with a lawyer both from Greenberg Traurig and Robert Spallina and where Ted’s “storyline” of how and why he is “in charge” as “Trustee” has changed from day one while the delay denial of operative documents began day one in a case where my father’s body goes “missing” for a week allegedly out for autopsy at one location and where Simon Bernstein’s home computer containing years of valuable business records alone is found “wiped clean” on the night of his passing and where

the Coroner's Report comes back on a 113 yr old male while certainly Simon Bernstein was not that age at the time of passing. See, Email of Ted's Calls Sept 14, 2012¹.

12. As referenced later in this complaint herein, Greenberg Traurig has been publicly identified as being in the middle of major lawsuits for involvement in the multi-Billion Stanford Ponzi scheme where Stanford monies and accounts exceeding a Million dollars for my parents is just one of many items Unaccounted for where Discovery abuse has further occurred.
13. I have attempted to organize this complex set of facts in the most logical and orderly manner under these emergency circumstances where my family grows in increasing imminent danger as described herein.
14. I have read the Local Rules and believe I have complied in good faith and provided advance Notice of this Emergency Application to the involved parties Electronically by Email on Friday, Feb. 19, 2016 as follows:

Service Case #13-cv-03643 - Notice per Local Rule of Application on Emergency Motion / Injunction US District Court Hon. John Robert Blakey
CONFIDENTIAL:

Parties, Attorneys and To Whom It May Concern:

I am writing to give you all as current parties and / or attorneys and representatives for current parties in the Illinois federal court litigation and other parties to be added to the federal court litigation as much advance reasonable notice as possible that I intend to contact Judge Blakey's Courtroom Deputy, Gloria Lewis, at (312) 818-6699, to make a request to set a hearing on an emergency motion which will seek Injunctive relief against all parties currently under jurisdiction of the District Court of Illinois with a further request to enjoin at least temporarily all proceedings in the Court of Probate Judge John Phillips and also add other parties to the action and other relief.

I will be requesting that this application be heard no later than this Tuesday, Feb. 23, 2016 Motion Calendar in Judge Blakey's Court and since my actual filings may not be electronically uploaded until later today and over the weekend that such request be deemed an Emergency and thus appropriate to hear as soon as practical.

¹September 14, 2012 Emails Ted Tescher Spallina and Greenberg Traurig's Jon Swergold
www.iviewit.tv/20120914SpallinaTescherTedGreenbergTraurigSwergoldDayAfterSimonDies.pdf

Please advise of your availability to hear this motion for this coming Tuesday, Feb. 23, 2016.

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

15. I assert in good faith that hearing this Motion on an Emergency basis is proper due to a series of extortive, abusive, orchestrated actions of continued abuse of process in the Florida Probate Courts and by the Florida Probate Courts in conspiracy and or acting in concert with fiduciaries, counsel and others that are interfering and threaten to further interfere with this Court's jurisdiction and the ability to orderly decide the claims before it as there is a real and serious imminent threat and danger that critical evidence, documents, records, Discovery and real and personal properties will be permanently lost imminently preventing this Court from properly adjudicating claims before it while these parties are simultaneously hiding millions of dollars of assets as shown later herein wholly Unaccounted for and retaliating against and threatening myself with the Baker Act, Jail, Contempt and now a Guardianship on my children simply for seeking my inheritance, seeking the truth, reporting crimes as discovered against the fiduciaries and counsel primarily and now the Florida Courts are in high gear retaliating against the exercise of my First Amendment rights to suppress my whistleblowing that has uncovered and proven massive frauds against me committed on and by the Florida courts and its officers, fiduciaries and others.

16. I respectfully remind this Court and Your Honor that it is my original fingerprint on the February 2009 Petition to the White House, White House Counsel's Office². USAG, FBI and a other investigative agencies and further that I have been interviewed with federal agents including but not limited to now "missing" FBI Agent Stephen Luchessi originally out of West Palm Beach FBI in Florida who went missing with the Iviewit case files causing my case to be elevated to the former Inspector General of the Department of Justice Glenn A. Fine who assigned a Miami field agent to my case, Harry I, Moatz the former Director of the Office of Enrollment of the US Patent Office who had me file charges of Fraud on the US Patent Office committed by my IP counsel that were members of the Federal Patent Bar that have led to a multi year suspension of my Intellectual Properties while investigations continue) and other federal agents like Ron Gardella out of the US Attorney's Office in the SDNY (now retired, I believe), others in the SDNY US Attorney's offices and other investigative bodies as well.
17. The purpose for reminding Your Honor of these matters is to demonstrate that I have never been charged by any of these federal authorities for making a false frivolous statement or received adverse treatment yet in the Palm Beach County Probate proceedings I am being vilified and retaliated against just for pursuing my rights and those of my children of our inheritance herein and Technology rights while certain parties under this Court's jurisdiction have attempted to have CPS take my children on a false report that came back unfounded which was initiated on the same day I notified this Court last May 2015 of threats against my life and this Court referred me to 9/11 services, attempted through threat to Baker Act me for reporting/discussing fraud and crime to a "Mediator" out of Judge Phillips Court, and now are seeking to jail me and impose Guardianship against me this Thursday for topics like the Car bombing of my Mini-Van

² February 13, 2009 Letter to Honorable President Barack Obama
<http://www.scribd.com/doc/255176532/February-13-2009-Iviewit-Letter-to-Barrack-Obama-to-Join-US-Attorney-Eric-Holder-in-Iviewit-Federal-RICO-Shira-Scheindlin#scribd>

in 2005 which was reported to the FBI and other authorities and other matters that have been reported to federal authorities thus retaliating against me being a Whistleblower of the Fraud on the Court and Fraud by the Court and its officers et al. and exercising First Amendment rights.

18. There have also been threats to take the home that my parents provided for my wife and children under a specific agreement to relocate to Boca Raton, Fl from California to be close to my parents and thus it is not unreasonable to suggest if I am falsey Baker acted or jailed the likely next moves are to take the home while I am cast away leaving my wife and children alone while I somehow have lost my “standing” at a 5 Minute UMC hearing in the State Court where no Construction Hearing has ever occurred on any of the operative documents and has elevated to even being blocked from filing responses to the motions in the Florida Probate Court, meanwhile literally years of no Accountings and Abusive discovery and “lost” items from sophisticated parties continues.

**Emergency: Imminent Permanent Loss of Critical Evidence. Documents, Discovery
Necessary in Aid of this Court’s Jurisdiction:
Status in the District Court, New and Recent Discovery of Undisclosed Conflicts of
Interest, Feb. 18, 2016 Discovery of Fraudulent “Shell” Company to Hide Assets-Owner
etc.**

19. While the parties are awaiting determination from this Court on the Summary Judgement motions filed by Plaintiffs, at least 2 scheduled Court Conferences with this Court have been re-scheduled, yet still remaining before this Court even aside from the Summary Judgment motions are Petitioner Eliot Bernstein’s Answer and Counterclaims filed September 22, 2013 asserting causes of action in Fraud, Fraud upon the Beneficiaries and Court, Abuse of Legal Process, Civil Conspiracy and Breach of Fiduciary Duties amongst others.
20. On Jan. 13, 2014 in Docket Entry 71, prior Judge St. Eve issued a Minute Entry Order which provided in part as follows, “Discovery is hereby stayed until the proper Trustee is determined” thus acknowledging that determination of a “proper Trustee” is an issue in the case, which

remains disputed. The Trustee/Trust/Beneficiaries/Policy issues remains undetermined presently and this Court's jurisdiction is imminently threatened by the permanent loss of evidence, documents and discovery by the parties orchestrating proceedings in Florida where this evidence and the parties in possession of such evidence should be enjoined herein.

21. This Court itself, Hon. John G. Blakey, presiding, issued a Minute Entry Order on May 22, 2015 under Docket Entry 185 that further provided in part as follows, "Bernstein's representations to the contrary notwithstanding, at this time the Court is unable to say that anyone has a clear right to the proceeds deposited by Heritage Union Life Insurance Company, let alone what each interested party's share should be."
22. The same core parties and nucleus of operative facts are present in this US District Court litigation as the Probate matters in Florida and I further seek leave to file for Declaratory relief herein on the Trusts and Operating companies which are non-probate, and suggest judicial economy in this complex case with parties from multiple jurisdictions will ultimately be served by this Court taking jurisdiction over the Construction and validity of all the Trusts herein which are non-probate anyway and for Construction and Validity of the operative Wills as will be shown if I am granted leave to Amend my cross-counter complaint.
23. As will be shown, just on Discovery abuses alone where Discovery and the Denial of Discovery has been used as a "weapon" by the Plaintiffs and other parties in the related proceedings in the State Probate Court of Florida, there is a real and imminent danger that the Integrity of this Court's judgment and path to judgment will be fundamentally impaired by the permanent loss of evidence and discovery materials justifying the exercise of the extra-ordinary relief under the All Writs Act and Anti-Injunction Act.

24. This evidence and documents and Discovery which “should answer” the outstanding questions before this Court of where the Original Trusts are, where the Original Policies are, where the Original records and where business records are that go along with Simon Bernstein’s life who made millions per year in the Insurance industry for decades and all items are directly relevant to the Life Insurance claim and my counter-crossclaims.
25. Instead, in the Florida Probate Court Simon Bernstein is falsely being portrayed as nearly a “pauper” with virtually no assets left and “Missing” and “losing” all (or substantially all) Business documents and dispositive documents meticulously kept for Decades, at least according to Plaintiffs and the counsels working with Plaintiffs.
26. Yet proper Discovery and Depositions would and should prove the contrary which is why this Court must act to preserve this evidence in the hands of multiple parties and some unknown parties where Discovery is necessary to specify the appropriate party and entity.
27. Further, that sufficient evidence will be shown to justify this Court exercising its inherent powers to make inquiry of the parties and respective counsels about “side agreements” and other “agreements” outside the record of any proceedings impairing the integrity of proceedings in this Court similar to the inquiry discussed in *Winkler v. Eli Lilly & Co.*, 101 F.3d 1196, 1202 (7th Cir. 1996).
28. This Court should be well aware of the “missing” and “lost” Trusts and Policies and business records which surround the original claim filed in this Court by the core party Plaintiffs and attorneys acting on their behalf which itself cut out Eliot Bernstein and his children as named, necessary parties tortiously attempting to deprive and deny rights of inheritance and expectancy to Eliot Bernstein and his children without their knowledge, which will be established as a pattern and practice that started the minute Simon Bernstein passed.

29. The need for proper Discovery and production and depositions should be plain and obvious to further aid this Court in it's own exercise of jurisdiction rendering a properly tailored Injunction under the All Writs Act and Anti-Injunction Act proper at this time.

Florida Probate Proceedings Scheduled for Thursday, Feb. 25, 2016, Judge Phillips at 3:15 PM EST on Guardianship, Gag Orders, Jail-Contempt against Eliot etc Should be Temporarily Enjoined under All Writs Act, Anti-Injunction Act

30. While I respectfully assert to this Court that ultimately the entirety and or virtual entirety of proceedings in the Florida Probate Courts are part of an orchestrated series of abusive and Constitutionally defective set of actions including continuing and ongoing Discovery abuse, this immediate appearance before Judge John L. Phillips in the North Branch of Palm Beach County should now be at least temporarily enjoined for all the reasons set forth herein until further Order of this Court.
31. As will be shown herein, the entirety of these parallel proceedings in the Florida State Probate Court has been ripe with Discovery Abuse each step of the way, where documents, discovery and evidence are either completely denied and ignored, substantially delayed for years, fraudulently altered and forged and entered into the record and turned over in a "piece-meal" orchestrated fashion thwarting and frustrating any fair justice where, like in this District Court with the same core parties where "magical" draft trust documents appear at critical times yet No Originals turned over for inspection or comparison and no law firms can be identified to have produced them.
32. It is further noted that the original Curator attorney Ben Brown of the Simon Bernstein Estate never received Original productions from resigning attorneys Tescher & Spallina except for documents on Eliot Bernstein's home and Ben Brown specifically complained about the piece-

meal fashion records were turned over such as records from JP Morgan etc. and unsigned tax returns. See, Ben Brown emails on Production and missing TPP.³

33. Tescher & Spallina did turn over 7,000+ (seven-thousand) plus pages Bate Stamped copies of alleged documents but these were copies on a Zip drive turned over to the Curator at least according to Spallina after Judge Colin orchestrated for them to have at least 10 months to create / fabricate/ forge, redact records and evidence after my original May 6, 2013 Emergency Motion⁴ to seize all Records was filed after a series of fraudulent documents were discovered in the Estate of my mother Shirley Bernstein. The Emergency Motion of May 2013 was incorporated by reference in my September 2013 Answer and Cross-Counter claims in this District Court where I specifically pleaded for Discovery⁵.
34. Many of these documents were “fluff” pages where the actual Account Statements were missing, not in sequential order etc and where several instances of irregularities in the Bates Stamps numbers themselves exist.
35. Further, that Ben Brown had claimed to have obtained IRS Certified Returns he ordered months earlier for Simon Bernstein as Curator in 2014 and then suddenly died at a young age of 50 after resigning as Curator and to this day, successor PR Brian O’Connell’s office has Never obtained or Disclosed such IRS records from Ben Brown or independently obtained these from the IRS despite claiming they had ordered them months ago upon his getting his Letters as these records are critical as shown herein, just another example of Discovery Abuse throughout this case justifying use of the All Writs Act, Anti-Injunction Act at this time.

³Ben Brown Emails Re TPP, JP Morgan and Production
www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf

⁴May 06, 2013 Emergency Petition
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

⁵September 22, 2013
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130922%20Eliot%20Answer%20and%20Cross%20Claim%20Northern%20District%20Illinois%20Simon%20v%20Heritage%20Jackson%20Insurance.pdf>

36. Such records are critical for a variety of reasons and it is asserted such Discovery will help show the manipulation and frauds upon even this District Court by the core parties herein under this Court's jurisdiction.

New Conflicts of Interest emerge showing prior Judge Colin with substantial business interests with La Salle Bank-Trust who should be added to the District Court action and further Undisclosed Conflicts with PR Brian O'Connell for the Simon Bernstein Estate who is already under this Court's Jurisdiction

37. New evidence has only recently been discovered in these last weeks January-February 2016 as a result of investigations by the Palm Beach Post and Investigative Reporter John Pacenti⁶ into conflicts of interest and improper seizing of persons and property under Guardianship / Probate programs run by Palm Beach Judges Martin Colin and David French⁷ in other cases also involving Brian O'Connell and a former attorney for Ted named John Pankauski alleging a host of criminal and civil misconduct, which have revealed Judicial Financial Disclosures of Judge Martin Colin demonstrating a long term financial business relationship during all relevant years herein and involving several hundred thousand dollars of Loans with LaSalle Bank / LaSalle Trust which were never Disclosed in the underlying Probate cases related herein.
38. La Salle Bank -Trust and-or whoever is the proper "successor" is directly implicated in the actions presently before this federal Court where I have raised in Summary Judgement that La Salle should be added as a party and Discovery is needed with respect to the original Life Insurance policy on the breach of contract action as La Salle is named as the Primary

⁶ January 14, 2016 "Judge's finances show history of unpaid debt, IRS liens, foreclosures" By John Pacenti - Palm Beach Post Staff Writer
<http://www.mypalmbeachpost.com/news/news/judges-finances-show-history-of-unpaid-debt-irs-li/np4rH/>

⁷ Guardianship Series - Guardianship a Broken Trust <http://www.mypalmbeachpost.com/guardianships-colin-savitt/>
and Guardianship Probate Series Palm Beach Post Compiled PDF
<http://www.iviewit.tv/Pacenti%20Articles%20Compiled%20as%20of%20Feb%2002%202016L.pdf> (Large and Sun Sentinel re Colin and wife Savitt
<http://www.sun-sentinel.com/opinion/editorials/fl-editorial-guardianship-law-20160129-story.html#ifrndnlocgoogle>

Beneficiary of the alleged “lost” Life Insurance Policy owned by deceased Simon Bernstein brought to this Court by the same operative parties who have conveniently left LaSalle out of these federal proceedings in the same manner I and my minor children were left out as necessary parties in the action before this federal court. See, Summary Judgement Eliot Bernstein⁸.

39. I note that the carrier Jackson in this Court suggested that Bank of America was the proper “successor” in interest in this case and information shows Bank of America is the entity that acquired LaSalle Bank where Judge Colin is shown by his own Financial Disclosures to have hundreds of thousands in Loans with La Salle at least for years 2008 to the end of 2014 thus during all relevant times herein.
40. In the recent weeks leading up to the present, a series of Investigative Journal articles have been published by the Palm Beach Post showing a widespread abuse in the Palm Beach Court system specifically involving Judge Martin Colin where allegations of Double-billing by “inside” law firms, the “taking” of Guardian’s Assets “prior to Court approval”, and Undisclosed conflicts of interest are alleged.
41. The allegations by the Palm Beach Post are remarkably similar to claims I have made for years while orchestrated Discovery abuses have occurred from the first days after my father Simon Bernstein’s passing.

“The savings of incapacitated seniors flow into the household of Palm Beach County Circuit Judge Martin Colin. This occurs courtesy of Colin’s wife — Elizabeth “Betsy” Savitt. She serves as a professional guardian, appointed by judges to make decisions for adults who no longer can take care of themselves. Savitt has **taken money** from the elderly people whose lives she controls without first getting a judge’s approval as well as **double-billed** their accounts, a Palm Beach Post investigation has uncovered in court records.

⁸20150608 Amended Redo Summary Judgement
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150608%20FINAL%20AMENDED%20REDO%20Response%20to%20Summary%20Judgement%20ECF%20STAMPED%20COPY.pdf>

Families of some of the seniors say the judge's wife and her attorneys drum up **unnecessary litigation** that runs up fees, benefiting herself, the judge and her lawyers. Savitt doesn't appear before her husband, but Judge Colin does oversee other guardianship cases where he is responsible for safeguarding the finances and well-being of these "wards" of the court. Colin's colleague, Circuit Judge **David French** who lunches with him regularly, has overseen almost two-thirds of Savitt's cases. Some lawyers who have opposed Savitt in Judge French's courtroom say he didn't disclose that Savitt is the wife of a fellow judge or his social connections to the couple.The lawyers Savitt has hired to represent her also practiced before her husband in other cases, where he had the power to approve their fees. A former Florida Supreme Court chief justice and a law professor say this constitutes, at minimum, an appearance of impropriety and should be investigated.

"This conflict puts the whole courthouse under a cloud because it raises so many questions and there are no answers forthcoming. And that is why we have a judicial canon on the appearance of impropriety, so there are no questions like this," Nova Southeastern law Professor Robert Jarvis said." See,

"His wife's job as a professional guardian leaves Judge Colin compromised, handcuffing him from fully doing his job, The Post found. He's recused himself from 115 cases that involve his wife's lawyers in the last six months of 2015 after The Post started asking questions in its investigation.

"When you have a judge suddenly recuse himself of so many cases, it certainly sends up a red flag," Jarvis said. "How did a judge allow himself to be put in such a position? I have never heard of a judge doing such a thing."

"Savitt often hires attorneys Hazeltine, **Ellen Morris** and **John Pankauski** prolific practitioners in elder law. They or members of their firms practiced in front of Colin before he began recusing himself from their cases last year. From 2009 to 2014, Colin's recusals totaled 30. Since the beginning of July, he's taken himself off 133 cases — 115 involving his wife's lawyers.

Hazeltine, Morris and Pankauski **or their firms** — as well as the guardians they represent — have had fees in non-Savitt cases repeatedly approved by Judge Colin, The Post found."

"Judge Colin and his wife have socialized with one of the judges she appears in front of regularly, The Post has learned.

Colin and Circuit Judge David French eat lunch together nearly every day. Colin and French co-hosted a **trivia night**⁹ in May for the South Palm Beach Bar Association. The event was co-sponsored by Pankauski's firm. French did not return repeated attempts for comment.¹⁰,

⁹ Trivia Night Invatation <https://www.documentcloud.org/documents/2623271-trivia-night.html> and <http://www.bellersmith.com/blog/4th-annual-trivia-night>

¹⁰ February 02, 2016 Palm Beach Post Series "Guardianship a Broken Trust" by Reporter John Pacenti <http://www.mypalmbeachpost.com/guardianships-martin-colin/>

<http://www.mypalmbeachpost.com/guardianships-martin-colin>

42. In this case, BOTH Judges Colin and French were involved in the underlying Estates with Judge Colin “assigned” to the Shirley Bernstein case and Judge French originally “assigned” to the Estate of Simon Bernstein case and where later the French case was improperly assigned to Colin by Colin with no necessary hearing to transfer had by French, as it was scheduled on the day before Christmas when the court was closed, leaving Eliot and Candice at an empty court building and then when rescheduled Colin appeared in French’s stead and ruled for French to transfer the case to himself.
43. In another blatant conflict, I consulted extensively with attorney Pankauski also mentioned in the Post articles as involved in cases with Judge Colin’s wife Savitt and her attorney Hazeltine regarding the estate and trust cases and was in the process of trying to raise a Retainer when Pankauski turned around and showed up at a Hearing with Ted Bernstein and continued to represent Ted Bernstein in front of Judge Colin for several months. Judge Colin had denied a motion to Disqualify attorney Pankauski written by attorney Peter Feaman, Pankauski being prominently mentioned above in the Palm Beach articles¹¹.
44. Even more important is that when I first filed my original May 6, 2015 “Emergency Motion” after first learning of the extensive Fraudulent documents being used in the Shirley Bernstein Estate case involving attorneys Tescher & Spallina and their paralegal Kimberly Moran, Judge Colin who was only “assigned” to Shirley Bernstein’s case simultaneously came in and Denied the Motion as an Emergency in *both* the Shirley Bernstein case and then “stepped over” to

¹¹ June 23, 2014 Motion Remove Pankauski

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140623%20FINAL%20SINGED%20PRINTED%20MOTION%20to%20REMOVE%20Rose%20Theodore%20and%20Pankauski%20Low.pdf>

and

June 30, 2014 Motion to Remove Pankauski

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140630%20FINAL%20SIGNED%20PRINTED%20MOTION%20TO%20REMOVE%20JOHN%20PANKAUSKI%20ESQ.pdf>

Judge French's case for Simon Bernstein and issued the Order denying this Motion¹² as an Emergency in the Simon Bernstein case.

45. Despite filing this Emergency Motion in May of 2013 in the State Probate Court in Florida to in part seize and obtain the DISCOVERY and DOCUMENTS in the case to be secured for forensic review, over 3.5 years later the Documents and Records and evidence have not been fully produced or seized or disclosed and to this day there are named Trusts in existing Trusts that I have never seen before and Trusts for my children created on the day my father died that I am being sued as Trustee of in the Shirley Trust case under which I have never seen nor have they ever been produced.
46. This Emergency Motion of May 2013 was incorporated by reference into my Answer and Counterclaims¹³ filed with this US District Court in September of 2013 and the evidence and documents therein are necessary in aid of this Court's jurisdiction and my counter-cross claims expressly plead for Discovery in this Court which is in jeopardy of being permanently lost from the actions of the State actors and courts.
47. This relationship between Judge Colin and French and Judge Colin "stepping over" into Judge French's case to Deny my Emergency is directly relevant to proceedings herein as it relates to when Judge Colin had "knowledge" that Simon Bernstein was Deceased which relates to the Fraud exposed in his court committed by Tescher & Spallina and their legal assistant and notary public Kimberly Moran with Ted Bernstein involved with Tescher & Spallina at all times relevant therein and Spallina and Tescher acting as his counsel in his alleged roles as fiduciary

¹²May 08, 2013 Order Denying Emergency in Simon Estate signed by wrong Judge Colin instead of French and Order Denying Emergency in Shirley Estate
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130508%20Order%20Denying%20Petition%20and%20Amended%20Order%20Denying%20Petit.pdf>

¹³September 21, 2013 Answer and Cross Claim Illinois Federal Court Judge Amy St, Eve
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130921%20FINAL%20Eliot%20Answer%20Jackson%20Nat%20Simon%20Estate%20Heritage%20Spallina188287%20HIGH.pdf>

in Shirley's estate and trust and also being big clients of each other, where Ted brought Spallina and Tescher to Simon Bernstein in order to secure life insurance clients in return from Tescher and Spallina.

Undisclosed Conflicts of PR Brian O'Connell, Joielle Foglietta involved in cases with Judge Colin's wife Elizabeth Savitt and Savitt's attorney Hazeltine at same time O'Connell is Recommended as Successor PR by Creditor Attorney Peter Feaman

48. Recent records obtained as a result of the Palm Beach Post Investigation show that attorneys Brian O'Connell and Joielle Foglietta where Brian O'Connell became appointed in the Simon Bernstein Estate as the new PR upon recommendation of Creditor William Stansbury's attorney Peter Feaman on or around June of 2014 now show that Brian O'Connell and Joielle Foglietta were involved in that same time frame with at least one case involving Judge Martin Colin's wife Elizabeth Savitt and her attorney Hazeltine in the Probate Case of Albert Vasallo¹⁴, CASE NO.:502014MH001432XXXXSB .
49. Said conflicts of interest were never Disclosed by Judge Martin Colin, Brian O'Connell, Joielle Foglietta nor Creditor attorney Peter Feaman, Esq., IF Mr. Feaman knew of this which is presently unknown.
50. As this District Court is or should be aware, attorney Brian O'Connell is under this Court's jurisdiction having been granted Intervenor status in the Illinois Life Insurance Litigation on behalf of the Estate of Simon Bernstein.
51. Yet instead of taking diligent action to secure and obtain Original records, documents, evidence and Discovery by Brian O'Connell which was Ordered by Judge Colin Feb. 18, 2014, and despite the issues in the Illinois litigation involving the "Missing" Trusts, "Missing" Insurance policies, and "Missing" business records that would or should show or lead to the truth of

¹⁴ Palm Beach Post Articles and Court Filings Posted re Vassallo case.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Vassallo%20Case%20Palm%20Beach%20Post%20O'Connell%20Savitt%20Pankauski.pdf>

matters, the O'Connell office has sat silent obtaining virtually no Discovery and records while acting as PR, denying Eliot production requests and opposing motions for discovery and all the while stating he has been working on a voluminous production request to send from the day he was commissioned and which remains incomplete as of this day and never sent out to the parties.

52. O'Connell also failed to do a court ordered inventorying of Simon's office possessions at his office location and it was later learned that Ted had been evicted and was found loading trucks in the night by the landlord and nothing remains at that site and the items of Personal Property are now missing with Alan Rose turning over to O'Connell two boxes of plaques of Simon's claiming that was all there was after 3 years that no one had ever inventoried his businesses, his computer files, records and personal properties for multiple companies. I am aware of several items of personal property that are missing and were not inventoried that were in Simon's office, including but not limited to, gifts from me and William Stansbury to Simon.
53. Meanwhile, as shown in the Summary Judgment process before this Court, LaSalle Bank where it is now newly Discovered that Judge Colin has hundreds of thousands of dollars in business-mortgage loans, was allegedly never contacted in the Life Insurance process despite being named as Primary Beneficiary all the while Judge Martin Colin "controlled" actions in the Probate Court somehow forcing Creditor William Stansbury to pay for the costs of Illinois litigation on behalf of the Estate, which could or should be a Conflict situation from the start, while simultaneously playing some "sham" of a game that Stansbury otherwise has no "Standing" to be in the Florida Probate cases and file petitions to remove Ted as an unqualified not validly serving trustee based on alleged criminal misconduct, major breaches of fiduciary duties and more.

54. A flurry of motions were filed in the State Court to discontinue William Stansbury's obligation to pay for the Estate's federal Illinois counsel and enter into a new "top-loaded" retainer by the Estate for the federal Illinois litigation right around the times this Court's was about to hold a Scheduled conference reflective of some form of undisclosed "agreement" between the O'Connell firm, Peter Feaman, the Illinois counsel and likely Alan Rose-Ted Bernstein (again wholly excluding Eliot on any proposed settlements or other agreements) while the same attorneys were orchestrating other State Court proceedings so that a "Validity" Trial would proceed with no licensed attorney to challenge Alan Rose and Ted Bernstein despite the fact that Peter Feaman had written to O'Connell in Aug. 2014¹⁵ advising him of his "absolute duty" to move the court to Remove Ted Bernstein as trustee for waste of assets, unaccounted for assets and other. See Feaman and O'Connell Motions on Payment of Illinois Litigation.
55. Yet, attorney Feaman never took any follow-up with O'Connell to this date some 19 Months later and O'Connell failed to participate in an orchestrated "one-day" "Validity" trial on Simon's Estate documents leaving the Estate without representation and failing to prosecute the already filed Answer to the Trust Construction/Validity Complaint stating Ted Bernstein. was not a validly serving Trustee under the Simon Trust, as stated,

"AFFIRMATIVE DEFENSE"

1. First Affirmative Defense- Lack of Standing- Ted Bernstein lacks the requisite standing as he is not validly serving as Trustee of the Simon Trust, is not a beneficiary of the Simon Trust, and is not representing any minor child that is a beneficiary of the Simon Trust.¹⁶

¹⁵ August 29, 2014, Feaman Letter to O'Connell Regarding Ted
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf>

¹⁶ February 17, 2015 O'Connell Answer Affirmative Defense Ted is not a validly serving Trustee
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf>

56. Ted was allegedly appointed Successor Trustee by Spallina and Tescher after they resigned after admitting fraudulently altering a Shirley Trust that benefited Ted directly and while acting as Ted's counsel and where the Shirley Trust Successor provision Tescher and Spallina drafted states that the Successor can not be related to the issuer Simon and where further the Trust states that TED IS PREDECEASED FOR ALL PURPOSES OF DISPOSITION OF THE TRUST.
57. These facts alone fundamentally compromise and call into question the actions of the parties and attorneys before this US District Court justifying use of the All Writs Act and Anti-Injunction Act injunctive powers and the Inherent Powers doctrine to at minimum Enjoin the parties and Florida case until Orderly proceedings and Conference and Inquiry made be made by this District Court.

Discovery Abuse - Tescher & Spallina Records never properly turned over in excess of 2 years with no action taken by O'Connell, Foglietta

58. Despite Judge Colin having actual knowledge of Fraud upon his Court involving Spallina and Tescher in the Shirley Bernstein case and having to have Actual knowledge that Simon Bernstein was Deceased at least as of May 2013 when Judge Colin "steps into" Judge French's shoes to Deny my Emergency Motion in the Simon Bernstein case where Judge French was the assigned Judge, Judge Colin **fails to Order for several months any Inquiry** of the Attorneys and parties before his Court and denies further motions by Eliot Bernstein until finally it becomes known that Tescher & Spallina paralegal and employee Kimberly Moran is under investigation and has made admissions about the forgery and fraud¹⁷ and finally Orders a hearing for Sept. 13, 2013.

¹⁷September 04, 2013 Motion to Freeze et al.

59. Yet the bulk of the Hearing is a sham where Judge Colin “dances” around the issue of when it becomes known that Simon Bernstein had been Deceased at the time the fraudulent filings were made, dances around who filed what and why and proceeds to let Robert Spallina off the hook from answering virtually any direct questions of his involvement in the fraud of using Deceased Simon Bernstein to act in the present to Close the Estate of Shirley Bernstein while simultaneously permitting Ted Bernstein to appear as a “Trustee” for Shirley Bernstein on this date.
60. Yet Judge Colin had to have knowledge that Ted Bernstein knew of the Fraud or learned of the fraud since Ted Bernstein had not signed ANY Waiver prior to the April 9, 2012 date when Robert Spallina fraudulently creates a Petition for Discharge allegedly signed by Simon Bernstein on that date which could not have been possible or true since the Petition references Waivers being obtained as Signed Waivers that clearly that had not yet been signed (one not until after Simon passed) and Ted also knew that he had never notarized the Waiver that Kimberly Moran had fraudulently notarized and forged in his name and yet Judge Colin took no action to even inquire of Ted Bernstein and permits him to continue to act as “Trustee” and even after stating he had enough evidence of fraud to read Ted and his counsel Tescher and Spallina their Miranda Warnings at the first hearing, and then promotes Ted after to Personal Representative in the Shirley Estate which was reopened by Colin due to the fraud committed by Ted’s counsel and which fraud benefited Ted and his family directly. Ted had been acting without Letters from the Court as PR at the time his mother’s estate was closed by his deceased father illegally and acting without letters from September 12, 2012 until October 2013 when Letters of Administration were issued and when he found out what his attorneys did in forging

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130904%20FINAL%20SIGNED%20PRINTED%20FILED%20Motion%20to%20Freeze%20Estates%20of%20Shirley%20Due%20to%20Admitted%20Notary%20Fraud.pdf>

and fraudulently notarizing documents and submitting them to the Court as part of a Fraud on the Court, Ted took no actions to report the matters or seize all pertinent and relevant documents for analysis and to this day claims never to have the original trusts and wills he operates under and that he did nothing to validate the authenticity of them. See Dec. 15, 2015 Transcript¹⁸.

61. Ted is close personal friends and business associates with Tescher and Spallina who brought his counsel Tescher and Spallina into the Bernstein family in order to get insurance business clients from them.
62. Yet all of this *begs the question and should have forced Judge Colin to question* that IF Ted Bernstein was in Fact the Trustee and PR of Shirley's Estate after Simon Bernstein passed shown by some proper Original operative document, then Why wasn't Ted Bernstein acting after Simon passed with the Tescher Spallina firm to "close" the Estate or take whatever action was necessary instead of fraudulently using Deceased Simon Bernstein on documents to do so?
63. It is noted for this US District Court that on or about Nov. 5, 2012, the same day an Ex Parte communication from Judge Colin is memorialized to attorney Robert Spallina's office regarding filings in the Shirley Bernstein Estate, my attorney Christine Yates was attempting to get Documents from Robert Spallina's Office relating to the Trusts, Wills, standard documents that Beneficiaries are entitled to¹⁹ yet Christine Yates is told by Spallina's Office that there was no Bernstein case or client?

¹⁸ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

¹⁹ November 06, 2012 Christine Yates Letter Stating Spallina claimed he did not know Bernstein despite several months of meetings with Bernstein family.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121106%20Yates%20letter%20re%20Spallina%20claiming%20he%20does%20not%20know%20Bernstein.pdf>

64. It is noted for this US District Court that this is an ongoing pattern and practice to deny me Eliot Bernstein and my children Counsel of our choice as each time I have had an attorney such as Yates there is Discovery Abuse in getting documents to review and handle the case with Yates being so bullied by the Spallina office that she later resigned or where such as Pankauski I end up consulting with an attorney that ends up working for and with Ted Bernstein or as with Branden Pratt who attends an evidentiary hearing regarding the fraudulent documents of Moran and states he and others do not want to put Moran on the stand despite her being present as they did not want to throw her under the bus, the exact opposite strategy Pratt had recommended immediately prior to and in preparation for the hearing.
65. A similar event happened with Steven Lessne himself who is now pursuing a Guardianship against me with Alan Rose before Judge Phillips on February 25, 2016 at 3:15pm where Lessne obtained confidential valuable information from myself when we first spoke without fully disclosing who he was really working for and in fact concealing and lying about his representation of my family and ended up being counsel to Janet Craig, Manager of BFR for Oppenheimer and Trustee for the children's trusts, all of these attorneys whom should be added to the District Court case on an amended complaint for good and just cause.
66. That part of the improper basis for Guardianship itself is the fact that I have refused for myself and children to take funds which are Part of a Fraud such as funds from the sale of the Shirley Condo when Ted Bernstein had not been approved as any Trustee at the time of sale and not only had Original documents never been turned over but no proper Validity hearing had ever occurred and still has never occurred and thus imposed reasonable conditions on any funds that I would accept that neither I nor my children would be immersed in nor further fraud nor would we be liable as a result for accepting such funds. Yet for this type of action the parties are now

trying to take further control and block me off from Any ability to file and get Discovery by seeking a Guardianship and denying me standing and attempting to now claim I am not a beneficiary with no hearings to determine such and where I am clearly a beneficiary in the Shirley IRREVOCABLE Trust.

67. This Ex Parte Communication of Nov. 5, 2012 was somehow not Docketed with Judge Colin's Court until Nov. 6, 2012 as prominently noted in my May 2015 Motion for Mandatory Disqualification of Judge Colin²⁰ and voiding of his Orders in part due to Fraud On and Fraud By his court, which was denied as legally insufficient by Colin but then leading to the sua sponte "Recusal" within 24 hours that further entails Judge Colin "steering" the Transfer and Re-Assignment of the case to the North Branch of Palm Beach County after his recusal.
68. As shown in the mandatory Disqualification Motion against Judge Colin, Colin had proceeded for 2 years since my original May 2013 Emergency Motion, never holding Validity hearings, never requiring Accountings which to this day have never occurred in the Shirley Bernstein case and are incomplete missing years of accounting in Simon, never addressing Ted Bernstein's involvement and knowledge in the Tescher Spallina frauds while meanwhile using what now appears as the Standard Modus Operandi by attempting to "Force" me to take Distributions from the improper Sale of Shirley's Condo sold by Ted Bernstein even before the Sept. 2013 hearing, thus the standard M.O. of "taking" and "disposing" of the assets first, then trying to retroactively "approve" by Court order. This occurred even where what is claimed as the Shirley Bernstein Trust specifically states that Ted is considered PREDECEASED FOR ALL PURPOSES OF DISPOSITIONS of the trust.

²⁰ May 14, 2015 Mandatory Disqualification Motion Judge Martin Colin
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150514%20FINAL%20Motion%20for%20Disqualification%20Colin%20ECF%20STAMPED%20COPY.pdf>

69. I thereafter filed a Petition for All Writs in the nature of Prohibition and Mandamus²¹ about these actions of Judge Colin in improperly “steering” the case as a Material Fact Witness and Potential Counter Defendant which ultimately lead to the case going to one Judge Coates who not only happened to be a former Proskauer Rose partner but later file review shows that as a Proskauer Partner Coates himself had “Billed²²” as part of the original Iviewit - Proskauer “Billing case before Judge Labarga” whereby Coates billed to Eliot’s companies for time relating to SEC work after learning the Iviewit technologies had been deemed the “Holy Grail” and “Priceless” worth billions upon billions of dollars, claimed by by leading engineers at a company, Real 3D, Inc. (Intel, Lockheed and Silicon Graphics owned) that Proskauer introduced Iviewit to for a technology review.
70. Before this, however, several more months passed by after Colin held the sham Sept. 2013 hearings knowing of serious fraud in his court where six counts of forgery occur where Tescher & Spallina are allowed by Colin to remain in Custody and Control of all of the Documents, Originals, Evidence of Simon and Shirley Bernstein after Spallina claimed in the September 13, 2013 hearing that he knew of no other frauds in the estates and trusts than the forgeries and fraudulent notarizations that Moran did.

²¹ ORIGINAL ALL WRITS

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf>

REDO OF ALL WRITS

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf>

²² Judge Coates Billing Iviewit as Proskauer Rose Partner for Securities Work and Estate Planning of Stock

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Coates%20Billing%20Iviewit%20Holdings%20as%20Proskauer%20Partner%20on%20Iviewit%20Clean.pdf>

and

Proskauer notes referring to Coates involvement with Iviewit

www.iviewit.tv/ProskauerCoatesTriggs.pdf

71. Yet Spallina concealed from the Hearing Record on Sept. 13, 2013 other frauds he had done and that were later admitted to by Spallina to the Palm Beach Sheriff's²³ where he admits having fraudulently altered Shirley's Trust to benefit Ted's family and for months moved the court and retaliated against Eliot in pleading after pleading and finally under PBSO investigation admitted his felony alteration and creation of a Fraudulent Shirley Trust.
72. Despite having admitted to fraudulently altering a Trust document and being directly involved with fraudulent documents filed in the Estate of Shirley Bernstein before Judge Colin through his law firm, ultimately in January of 2014 Judge Colin simply lets Tescher & Spallina "resign" after they admitted to the Bernstein family that they had fraudulently altered the Shirley Trust document and mailed it to Eliot's minor children's counsel²⁴ (making fraudulent changes to include Ted's children as beneficiaries despite Ted and his lineal descendants being considered Predeceased for all purposes of the Shirley Trust) .
73. On February 18, 2014 Judge Colin issues an Order for Tescher & Spallina as follows: "**By March 4, 2014 the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate.**"

²³ PBSO Sheriff Report Page 1-8

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140912%20Sheriff%20and%20Coroner%20Reports.pdf>

²⁴ Attorney Christine Yates, Esq. of Tripp Scott had to be hired by Eliot to get Estate and Trust Documents from Tescher and Spallina due to their refusal to give such documents to Beneficiaries or Interested Parties from day one and when they were finally forced months later by Yates to turn over records they sent documents that have been proven and admitted to be forged and fraudulently notarized by their offices and some of those submitted to the Florida probate court as part of an elaborate fraud on the court to seize Dominion and Control of the Estates and Trusts of Simon and Shirley, fraudulently alter documents and begin to loot the estates of millions upon millions of dollars, in complex legal frauds and all the while refusing documents, losing documents, stealing documents from the estate, no transparency and no accountings. .

regardless of whether such property has been previously distributed, transferred, abandoned, or otherwise disposed of.” (emphasis added) See, Feb. 18, 2014 Order of Judge Colin²⁵.

74. It is clear from the Vasallo records herein²⁶ that Brian O’Connell was already working closely with Judge Colin’s wife Elizabeth Savitt and attorney Hazeltine by the time Brian O’Connell was appointed successor PR by Judge Colin over Simon Bernstein’s Estate in July of 2014 or at least on or about the same time.

O’Connell, Foglietta Disqualified as Material Fact Witnesses intertwined with Alan Rose and Steven Lessne, also Disqualified as Material Fact Witnesses; Intertwined with Spallina, Colin fraud and the Stanford Ponzi fraud; Orchestration to avoid Discovery and Original Documents before Judge Phillips

75. It is clear that compliance with the Feb. 2014 Order against Tescher & Spallina was never determined by the time O’Connell was appointed as PR and to this very day there still has been no Compliance hearing on this Discovery tantamount to continuing Discovery Abuse and Discovery as a Weapon justifying exercise of powers under the All Writs Act and Anti-Injunction Act.

76. I have made and filed multiple requests for Discovery²⁷ and production throughout the Florida State Court litigation which has been denied to such an extent as to be Abuse of Discovery.

²⁵February 18, 2014 Order Judge Colin Tescher and Spallina to turn over ALL records.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

²⁶ Palm Beach Post Articles and Court Filings Posted re Vassallo case.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Vassallo%20Case%20Palm%20Beach%20Post%20O'Connell%20Savitt%20Pankauski.pdf>

²⁷November 01, 2013 Production Request

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEIN%20FIRST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20AND%20THINGS%20PROPOSED%20ON%20THEODORE%20S%20%20BERNSTEIN.pdf>

and

November 01, 2013 Interrogatories Request

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEIN%20FIRST%20SET%20OF%20INTERROGATORIES%20PROPOSED%20ON%20THEODORE%20BERNSTEIN.pdf>

and

May 12, 2014 Production Request Benjamin Brown Curator

While the proceedings before this US District Court were in essentially a hold pattern with the submissions of the Summary Judgement motions and while my Petition for All Writs at the Florida Supreme Court was pending regarding Judge Colin as a Necessary and Material Fact witness which further sought a Stay by the Florida Supreme Court and preservation of evidence, documents and discovery, after Judge Coates who worked at Proskauer and had billed Iviewit on SEC matters Recused from the Florida case after the improper Transfer from Colin whereby he gained confidential court records while initially denying he had conflicts or knew of Eliot or Iviewit, the case was then assigned to the current Probate Judge John Phillips.

77. The Petition for All Writs²⁸ at the Florida Supreme Court further brought up for review the very process by which Judge Colin “poisoned” the transfer and steered the case to the North Branch

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140512%20ELIOT%20BERNSTEIN'S%20FFIST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20BENJAMIN%20BROWN.pdf>

and
January 20, 2015 Motion for Production from Brian O'Connell

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150120%20FINAL%20SIGNED%20PRINTED%20Request%20for%20Production%20Brian%20O'Connell%20ECF%20COPY.pdf>

and

February 27, 2015 Motion in Opposition to Production

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150227%20Motion%20in%20Opposition%20to%20PR%20Motion%20to%20Strike%20Production%20ECF%20Copy.pdf>

and

November 09, 2012 Christine Yates, Esq. request to Spallina and Tescher for Production

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120909%20Letter%20Yates%20to%20Spallina%20re%20Information%20Request.pdf>

and

December 21, 2012 Christine Yates, Esq. to Spallina

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121221%20Yates%20Letter%20to%20Spallina%20re%20Simon%20Shirley%20Estate%20info.pdf>

and

June 13, 2013 Letter Marc Garber, Esq. to Christine Yates re Spallina and Tescher

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130613%20Marc%20Garber%20Letter%20re%20Christine%20Yates%20termination%20Spallina%20etc.pdf>

²⁸ June 10, 2015 All Writ Filed with the Florida Supreme Court @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf>

and

July 01, 2015 Amended All Writ Filed with the Florida Supreme Court @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20>

in his Sua Sponte Recusal²⁹ just one day after denying a Mandatory Disqualification based in part on Fraud on the Court and Fraud by the Court.

78. Joielle Foglietta of the O'Connell firm then filed for a Status Conference³⁰ which was held on July 15, 2015 during which time I raised the pending Writ with Judge Phillips who indicated twice on the record I would "be heard" on this at the next appearance.
79. While I had written to Joielle Foglietta by email to ascertain the proposed Schedule of proceedings, none was forthcoming however the O'Connell and Joielle Foglietta team filed for a Case Management Conference in the SIMON Bernstein Case which was scheduled and held Sept. 15, 2015.
80. After close of business hours on the Eve of the Conference, attorney Alan Rose on behalf of Ted Bernstein submitted a filing seeking to co-opt the Conference and impose a Guardianship on me before Judge Phillips at that time without disclosing that hearings had already been held and even Judge Colin had denied this repeated demand for guardians, contempt hearings, requests for gag orders and arrest of Eliot.
81. As shown by the Transcript of Conference of Sept. 15, 2015 and my subsequent Motions for Mandatory Disqualification of Judge Phillips, Phillips fundamentally denied me a Due Process Opportunity to be heard on this day despite saying my Writ application would be addressed cutting me off at each attempt to be heard yet allowing Alan Rose to begin moving Judge Phillips to schedule a Trial in the Shirley Bernstein case which was NOT Noticed for the Conference that day and ultimately Judge Phillips Ordered a Pre-determined, prejudged "One-

[OWrits%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf](#)

²⁹May 19, 2015 Colin Sua Sponte Recusal and Steering of the Cases

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf>

³⁰August 03, 2015 Case Management Conference Notice of Hearing in SIMON ESTATE ONLY

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150803%20Notice%20of%20Hearing%20for%20Sept%202015%202015%200930am%20Case%20Management.pdf>

day” Validity Trial for Dec. 15, 2015 in a case not even Noticed for Conference that day. See Sept. 15, 2015 Transcript³¹.

82. Licensed attorneys O’Connell acting as PR for Simon’s estate, Foglietta and Creditor attorney Peter Feaman sat by idly watching as this occurred without raising any questions on Discovery, production or standard pre-trial issues as the record reflects they barely said a word at a hearing both have vested interest in.
83. It should be noted that this occurred after Judge Phillips “pre-judged” any matters relating to Judge Colin expressing his “love” for Judge Colin on the Record and his friendships with all the attorneys and stating I was the only one he knew nothing of in an angry tone and indicating he would not find Colin had done anything wrong without even having the Due process Opportunity to make or state a case while falsely representing he had no powers to do so when Florida law allows for prior Orders to be vacated. See, Transcript of Case Management Conference Sept. 15, 2015³².
84. Florida Rules of Civil Procedure provide in part:

RULE 1.200. PRETRIAL PROCEDURE (a) Case Management Conference. At any time after responsive pleadings or motions are due, the court may order, or a party, by serving a notice, may convene, a case management conference. The matter to be considered shall be specified in the order or notice setting the conference. At such a conference the court may: (1) schedule or reschedule the service of motions, pleadings, and other papers; (2) set or reset the time of trials, subject to rule 1.440(c); (3) coordinate the progress of the action if the complex litigation factors contained in rule 1.201(a)(2)(A)–(a)(2)(H) are present; (4) limit, schedule, order, or expedite discovery; (5) consider the possibility of obtaining admissions of fact and voluntary exchange of documents and electronically stored information, and stipulations regarding authenticity of documents and electronically stored information; (6) consider the need for advance rulings from

³¹ September 15, 2015 Judge Phillips Status Conference Transcript
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

³² September 15, 2015 Judge Phillips Status Conference Transcript
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

the court on the admissibility of documents and electronically stored information; (7) discuss as to electronically stored information, the possibility of agreements from the parties regarding the extent to which such evidence should be preserved, the form in which such evidence should be produced, and whether discovery of such information should be conducted in phases or limited to particular individuals, time periods, or sources; (8) schedule disclosure of expert witnesses and the discovery of facts known and opinions held by such experts; (9) schedule or hear motions in limine; (10) pursue the possibilities of settlement; March 16, 2015 Florida Rules of Civil Procedure 36 (11) require filing of preliminary stipulations if issues can be narrowed; (12) consider referring issues to a magistrate for findings of fact; and (13) schedule other conferences or determine other matters that may aid in the disposition of the action.

85. Yet, despite knowing that this Rule provides, “**The matter to be considered shall be specified in the order or notice setting the conference**”, licensed attorneys O’Connell, Foglietta and Feaman took no action during or after to correct the pre-judged “one day” Validity Trial scheduled in the wrong case, Shirley Bernstein, which was Not noticed for Conference on this date.
86. Such attorneys further took No Action to raise DISCOVERY COMPLIANCE prior to to the Trial despite the outstanding Order of Judge Colin of Feb. 2014 nor was I allowed a Due Process opportunity to raise Discovery issues, the need for Experts due to the fraud already determined in dispositive documents nor the need for a longer trial period based upon multiple Witnesses needed nor the need for Pre-Trial Depositions and the record will reflect that as I tried to make claims I was rudely shut down repeatedly by rude and angry Judge Phillips.
87. To backtrack slightly which shows the continuing pattern of Discovery Abuse in the State Court, by the time of the Sept. 13, 2013 Hearing³³ after the fraud and forgeries in Judge Colin’s Court were Discovered, over 3 Years Ago now Judge Colin had been notified on the Record during that Sept. 2013 hearing that as of a Year After my father Simon Bernstein passed away I

³³ September 13, 2013 (one year to the date of Simon’s passing Colin Hearing
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130913%20TRANSCRIPT%20Emergency%20Hearing%20Colin%20Spallina%20Tescher%20Ted%20Manceri.pdf>

still had NO proper Documents on the Trusts and Wills including the Oppenheimer Trusts yet attorney Steven Lessne is now seeking a Guardianship against me before Phillips even though Lessne represents Oppenheimer who is a “Resigned” Trustee with no standing. I notified Judge Colin on the Record as follows from the September 13, 2013 hearing footnoted herein:

Page 06

12 THE COURT: Okay. So the bills that they

13 were paying for you were what bills?

14 MR. ELIOT BERNSTEIN: All of them.

15 THE COURT: All the bills.

16 MR. ELIOT BERNSTEIN: Health insurance,

17 electricity, water, food, clothing, everything,

18 100 percent.

19 THE COURT: When did the emergency take

20 place?

21 MR. ELIOT BERNSTEIN: On August 28th.

22 They told me if I didn't sign releases that

23 Robert wanted me to sign and turn the money

24 over to my brother, the remaining corpus of the

25 trust, that they were going to shut the funds

Page 7

1 off as of that day.

2 THE COURT: And they did?

3 MR. ELIOT BERNSTEIN: I'm not 100 percent

4 sure, because then I asked them for their

5 operating documents that Mr. Spallina had sent

6 them, and once again we've got unnotarized

7 documents □ □

8 THE COURT: We'll talk about the notary

9 thing in a second.

10 **MR. ELIOT BERNSTEIN: Okay. Then we have**

11 **new improperly notarized documents authorizing**

12 **the trust to operate, and they sent me**

13 **incomplete documents which are unsigned on**

14 **every page of the trust agreement, so they're**

15 **telling me and I've asked them three times if**

16 **they have signed copies and three times they've**

17 **sent me unsigned copies.**

18 THE COURT: Okay, but what bills today □ □

19 MR. ELIOT BERNSTEIN: All of them.

88. Previously in this Hearing Judge Colin is further shown how Spallina was Not Notifying certain banks such as Legacy that Simon Bernstein had passed away and is “moving” funds around from different accounts as follows;

Page 05

13 THE COURT: Okay. So tell me how that □□
14 what evidence is there that this is an
15 emergency along those lines?

16 MR. ELIOT BERNSTEIN: Okay, the estate
17 representatives when my parents died told us
18 that they were understanding the special
19 circumstances me and my three children are in,
20 and that funds had been set aside and not to
21 worry, there would be no delay of paying their
22 living costs and everything that my father and
23 mother had been paying for years to take care
24 of them, and then they were paying that out of
25 a bank account at Legacy Bank.

1 THE COURT: Who is they?

2 MR. ELIOT BERNSTEIN: Mr. Spallina had
3 directed Rachel Walker to pay the expenses of a
4 Legacy bank account. It was being paid. And
5 then Mr. Spallina stated that I should or that
6 Rachel should □□ she was fired, she should now
7 turn the accounts over to my wife to start
8 writing checks out of an account we've never
9 seen.

10 So I said I didn't feel comfortable
11 writing checks out of an account, especially
12 where it appeared my dad was the signer, so I
13 called Legacy Bank with Rachel and they were
14 completely blown away that checks had been
15 being written out of a dead person's account.
16 Nobody had notified them that Simon had
17 deceased. And that no □□ by under no means
18 shall I write checks out of that account, and
19 so then Mr. Spallina told me to turn the
20 accounts over to Janet Craig of Oppenheimer,
21 and Oppenheimer was going to pay the bills as
22 it had been done by Rachel in the past. And so
23 we sent her the Legacy account. We thought all
24 that was how things were being done and, you
25 know, he doesn't give us any documents
1 whatsoever in the estate, so we don't know, you

2 know, what he's operating out of, but
3 Oppenheimer then started to pay the things
4 first they said, wait a minute, these are
5 school trust funds well, they actually said
6 that after they started paying, and they were a
Page 06
7 little hesitant that these funds were being
8 used for personal living expenses of everybody,
9 which the other Legacy account had been paying
10 for through an agreement between and my
11 parents. And then what happened was
12 Mr. Spallina directed them to continue, stating
13 he would replenish and replace the funds if he
14 didn't get these other trusts he was in the
15 process of creating for my children in place
16 and use that money he would replenish and
17 replace it.
18 So the other week or two weeks or a few
19 week ago Janet Craig said that funds are
20 running low and she contacted Mr. Spallina who
21 told her that he's not putting any money into
22 those trusts and that there's nothing there for
23 me, and that basically when that money runs out
24 the kids' insurance, school, their home
25 electricity and everything else I would
1 consider an emergency for three minor children
2 will be cut off, and that was not

STEVEN LESSNE DISQUALIFIED AS MATERIAL FACT WITNESS

89. Thus it is clear that the Oppenheimer Trusts are just another set of Trusts and Documents and evidence where Discovery Abuse has occurred and huge delays in getting Any proper Operative documents has occurred which continues to this day, yet Lessne is moving for Guardianship against me before Phillips for a second time after law of the case was established in virtually an identical filing whereby Guardianship was denied and it was determined that after Lessne finished an accounting, if the Successor Trustee wanted to bring such charges they could but that he had no standing.

90. Mr. Lessne becomes a Material Fact Witness in the Chain of Custody of documents and Originals involving various Trusts and what the Trusts should say or provide where he claims as an Attorney in a sworn Filing before Judge Colin filed June 20, 2014 as follows:

“Oppenheimer's Appointment, Service and Resignation As Trustee
5. Gerald R. Lewin was the initial trustee of the Trusts. 6. On September 5, 2007, Mr. Lewin resigned as trustee and appointed Stanford Trust Company as his successor pursuant to Section 5 .3 of the Trusts. “
Lessne filing June 20, 2014³⁴.

91. This sworn Statement, however, is contradicted by Multiple other documents and filings herein, however, demonstrating exactly why Injunctive relief for preservation and Orderly Production of Discovery is Necessary for this US District Court in furtherance of its jurisdiction.

92. In what was Allegedly Filed in the Palm Beach County Courthouse by Robert Spallina claimed to be filed on July 7, 2010 is an alleged Petition to Appoint Successor Trustee dated June 18, 2010³⁵ which claims one TRACI KRATISH *and not Gerry Lewin as Lessne claims* was the TRUSTEE of the Children’s Trusts who allegedly Resigned Sept. 12, 2007 whereupon it claims the STANFORD TRUST took over and then purports to be a Petition of me and my wife Candice authorizing OPPENHEIMER to take over as Trustee from Stanford yet this document appears to have Robert Spallina’s signature on it yet where my wife and Candice Bernstein have Reported this Document as Fraud and a Forgery to the Court and Palm Beach County Sheriff’s as not only had we never signed this document but had never even met Robert Spallina as of 2010 and this was Reported to Judge Colin during the June 2014 hearings with Oppenheimer

³⁴June 20, 2014 Oppenheimer Complaint

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140620%20Oppenheimer%20v.%20Eliot%20Candice%20Joshua%20Jacob%20and%20Daniel%20Case%20No%20502104cp00281xxxxsb%20Summons%20and%20Complaint%20Eliot%20Service%20Low.pdf>

³⁵June 19, 2010 Petition

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20100619AllegedForgedEliotCandicePetitiontoAppointSuccessorTrusteeJoshuaJacobandDaniel.pdf>

and Lessne, yet fell on deaf ears. See, Petition under Spallina's Signature in 2010 alleged as Fraud to Palm Beach Sheriff and Court by Eliot and Candice Bernstein.

93. Thus Lessne is a material fact witness as to who the Real Trustee is and what the operative documents actually say.
94. Further, there is a significant issue as to whether Trusts were Transferred from Oppenheimer to JP Morgan where Lessne, Oppenheimer and Janet Craig of Oppenheimer all should be witnesses thus making the Discovery Abuse as a Weapon even more harmful since there is never any clear, orderly picture of what is taking place when and by who.

ALAN ROSE AS MATERIAL FACT WITNESS

95. To further complicate the frauds in what should make Alan Rose a Material Fact Witness, in May of 2015 Alan Rose magically comes out with an alleged ORIGINAL of the Trusts which he allegedly "Finds" left at the 7020 Lions Head Lane Boca Raton, Fl St. Andrew's Home of Simon Bernstein after his passing yet by this point in time the ENTIRETY of the St. Andrews's Home had already been Seized and Inventoried by Brian O'Connell and Joielle Foglietta's Offices as of March 2015, several months before and before that by Benjamin Brown the Curator.
96. Alan Rose somehow amazingly tries to claim after allegedly finding and removing from the Estate without authorization from O'Connell who has custody over them, 3 "Originals" of my Children's Trusts that somehow these were Unimportant and Discounted and "Overlooked" by the O'Connell Foglietta team who are fully aware of the problems with the trusts in the Oppenheimer case and who Already had allegedly Fully Inventoried and seized Custody of all these items at the St. Andrews Home in March 2015 two months before in a case where

substantial Document fraud had already been demonstrated and Discovery abuses going on continually, Emailing on May, 20, 2015³⁶ as follows:

From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Wednesday, May 20, 2015 2:14 PM
To: Lessne, Steven; Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: Ted Bernstein; O'Connell, Brian M.; Foglietta, Joy A
Subject: Original signed "Oppenheimer" Trusts

Mr. Lessne and Mr. Eliot Bernstein:

I am writing to advise that we located some files in drawers in Simon's private office in his home at Lions Head, as we were trying to assess the complexity of things that must happen between now and the closing of Lions Head. My primary reason was to visually inspect the three chandeliers that have been the subject of PR emails in the past few days.

In any event, and although these files likely were examined and discounted as unimportant by the PRs after Simon's death and likely meant nothing if and when they were catalogued or viewed during the O'Connell as PR re-appraisal/re-inspection, I noticed a folder marked as the Jake Bernstein Trust. Looking more closely, there were three green folders labeled with Eliot's children's names and inside are what appear to be the original signed Irrevocable Trust Agreements for the Trusts which Oppenheimer formerly served. ***These may be relevant or important to the ongoing Oppenheimer case, so I bring them to your attention.*** There also are what appears to be some tax returns and Stanford Account Statements. Simply because I have attended some of the Oppenheimer hearings, I understand that Eliot claims at least one of the Trusts does not exist. As an officer of the court, and because these may be relevant, I have taken temporary custody of the documents. I will hold them pending joint instructions or a court order, but would prefer to deliver them to Steve Lessne as Oppenheimer's counsel. These have no economic value and have no bearing on the estate, so I doubt Brian O'Connell would want them, but I did not want to see them lost or discarded in the impending move. To facilitate your review, I have scanned the first and last page of each trust, and scanned the first page of the ancillary documents, and attach that in .pdf format.

I am sure that people have looked through these files before, and there did not appear to be anything else of significance. (I did notice a few folders with other grandchildren's names, not Eliot's kids, but left those papers in place because I understand that everyone except Eliot has fully cooperated with Oppenheimer in resolving these matters.)

³⁶May 20, 2015 Alan Rose, Esq. Letter re Finding New Documents and removing them illegally from Simon's Estate and whereby the records were in the custody of Brian O'Connell at that time and Rose took them from the Estate without authorization.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150520%20Alan%20Rose%20Letter%20to%20Eliot%20et%20al%20Regarding%20Oppenheimer%20Trust%20documents%20and%20Tax%20Records%20found.pdf>

I also have had occasion to re-look through a small box of trust documents which I have been holding, which came from Simon's former work office. Inside file folders in a desk drawer, Simon retained duplicate originals of the trust agreements relevant to my cases. When I was looking to reexamine these documents – duplicate originals of the 2008 Trusts and the 2012 Trust (the true originals remain with Tescher & Spallina who drafted them) – I noticed a copy of the three separate irrevocable trust documents. Again, these would not have caught my eye originally because I would have never guessed that Eliot would claim the trusts were not valid. I only recently had occasion to notice these in looking for the duplicate trust originals for Simon and Shirley. The three Irrevocable Trusts appear to be signed and witnessed on page 17, but the individual pages are not initialed. Again, these were only copies, but now having looked at the originals included in the attached scan, I note (although not a handwriting expert) that the attached copies appear to be absolutely identical to the originals just found in Simon's personal office.

These copies include IRS forms under which Traci Kratish PA, as Trustee appears to have applied for and obtained a Taxpayer ID number for each trust, and obviously she provided these to Simon. Each of the Trust documents is signed by Simon Bernstein, as Settlor, and by Traci Kratish PA as the initial Trustee, and the signatures are witnessed by two people. Simon's is witnessed by Jocelyn Johnson and someone else. I am advised that Jocelyn was an employee of Simon's, as presumably was the second witness and also the initial Trustee, Traci Kratish, who was in house counsel for the companies Simon owned part of.

Although this was long before any involvement on my part, Traci Kratish appears to have been the initial trustee (there is a typo elsewhere naming Steven Greenwald). I do not know Steven Greenwald, but I have confirmed that that these trusts were not created by Tescher & Spallina. If they had been, I'm sure they would have retained the original and given Simon duplicate originals as they did for all of the trust documents for the 2008 and 2012 Trusts they prepared. I do not know if Greenwald prepared these and made a typo leaving his name on a later section, or if Kratish prepared these from a boilerplate Greenwald form and made the typo. Either way, and it does not matter to me, the fact that this was a simple and ordinary typo should be obvious to all.

Eventually, Traci Kratish left the employ as the in-house counsel for the companies. Sometime before or at the time of her leaving, she resigned and appointed someone else, and eventually these trusts accounts along with similar trusts for Simon's other seven grandchildren and much of Simon's personal wealth, were moved to Stanford. After Stanford's collapse amid word that it was a Ponzi scheme -- Simon lost upwards of \$2 million of his own funds in the Ponzi scheme -- Simon directed the transfer of the his and these trust accounts to Oppenheimer. Simon selected Oppenheimer; paid Tescher's firm to do the necessary documents to appoint Oppenheimer as successor trustee; took the documents from Tescher and had them signed by all children, including Eliot and Candice; and returned the documents to Tescher for filing. I presume that Simon paid all of these legal fees, because that is the right thing to do from an estate planning strategy and as a favor to his grandkids. I now have seen copies of the filed Petitions, and again without being a handwriting expert, it certainly looks like Eliot's and Candice's

signature on them, regardless of whether they had ever met Tescher or Spallina before their parents' deaths.

Eliot and Candice reaped the benefits of Oppenheimer's services, and in any event there is no reason to believe that Candice and Eliot did not sign these Petitions for the benefit of their children. If Eliot now suggests that his and his wife's signatures do not appear on the June 2010 Petitions appointing Oppenheimer 2010 allegation, which is highly doubtful just looking at the three sets of signatures, that would mean Eliot is accusing Simon of being a forger. Eliot already is supportive of Bill Stansbury, who accuses Simon of committing a fraud on Stansbury. I would be shocked by any accusation that Simon did not obtain from Eliot and Candice their genuine signatures on the June 2010 Petitions, and particularly shocked that Eliot, who received so much of his father's (and mother's) largesse during their lifetimes, would now malign Simon's name in such a manner.

Anyway, I'm not sure if either of you needs these any longer, but if you do, here they are.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991
505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

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97. Thus, Brian O'Connell, Joielle Foglietta, Alan Rose and Steven Lessne are all Material Fact Witnesses on this Chain of Custody alone which all is critical evidence for this Court as it relates to the production of Valid and Original Trusts and documents at issue and my Cross-Counterclaims and thus Injunctive relief should now issue.

98. Lessne, nor Rose (a Counter Defendant in the Stayed Counter Complaint in the Oppenheimer case), has yet to turn these alleged new documents into the Court and where since the lawsuit was based on other documents filed this would seem to materially affect the whole case.
99. It should be noted that in the days and weeks leading up to this “magical” Discovery by Alan Rose that the O’Connell and Foglietta team had issued substantial billings for communications with Alan Rose³⁷ even though O’Connell had filed an Answer claiming Alan Rose’s client Ted Bernstein was Invalid as a Trustee although the Petition had not been heard.
100. Alan Rose and Brian O’Connell are again tied up as material fact witnesses just a few weeks later when Judge Coates briefly came into the case wherein Alan Rose now “magically” has “Originals” of the Shirley Trust and related documents that he allegedly scanned onto a CD and while his Letter indicates he was “Transferring” this CD to me in person at Court he actually used Brian O’Connell to “pass me” the CD.
101. Rose claims these are “Originals” or “Duplicate Originals” scanned onto the CD but provides No Chain of Custody of how, when, where or why these come into his possession making him a Material Fact Witness on the Chain of Custody of documents. See, Alan Rose Letter of June 4, 2015³⁸. As noted, here is where “Originals” appear to be signed in Different Color Ink from the “Original” Originals and where the *naked human eye* can detect too many identical signatures identically or virtually identically placed in the some place on the documents and too many initials placed in the same place.

³⁷Ciklin/O’Connell Billing Statements

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20MASTER%20O'Connell%20Ciklin%20Fees%20Billing.pdf>

and

Rose and O’Connell billing excerpts from Ciklin bills

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20Rose%20O'Connell%20Legal%20Fees%20Bills%20Excerpts%20In%20Chronological%20Order.pdf>

³⁸ June 04, 2015 Rose Letter Regarding CD of Newly Discovered Estate and Trust documents

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150604%20Rose%20Letter%20with%20CD%20of%20Simon%20Shirley%20Oppenheimer%20Trust%20Will%20Documents.pdf>

102. Yet, on or about August 11, 2015, I physically appeared and went to the O'Connell law office per arrangements with Joielle Foglietta and was directed to some Staff member I will call "Jane Doe" for now, although other records may disclose her name, whereupon I was supposed to be able to finally "view" and "inspect" all of Simon's Business Records, Documents, etc that the O'Connell firm had obtained and am shocked to be placed into a Conference Room with 4 Banker Boxes that were half-full for my father who had been a successful Insurance business person for Decades with multiple bank accounts, corporations, trust companies and tons of other personal records. One of the boxes had allegedly been dropped off by Alan Rose and only had a few miscellaneous "wall hangings" from his Business Office and the other 3 boxes are allegedly what the O'Connell firm had taken out of the St. Andrew's home.
103. Yet these were partially filled boxes and the Jane Doe staff member indicated she had retrieved "everything", "everything" from the St. Andrew's home on or around June 4, 2015 which contradicts what Joielle Foglietta had claimed in March 2015 about taking custody of the Business documents and files and further contradicts what Alan Rose "finds" in May of 2014, thus rendering all of these individuals Material Fact Witnesses on Chain of Custody and possession. Miraculously these documents appear days before Sheriff deputies are contacting Kratish regarding the prior documents and allegations of fraud in the prior documents.
104. This item further ties up Judge Colin, the Palm Beach County Sheriff's Office, Gerry LEWIN, SPALLINA and TESCHER as more intertwined in the fraud.
105. Both Judge Colin and the PBSO are aware that Eliot and his wife Candice have claimed they never signed a Petition that SPALLINA "Witnessed" in 2010 relating to the Trust which

SPALLINA apparently deposited with Colin's court in June of 2010³⁹ and that Colin is alleged to have signed.

106. The Document provided by ROSE as an "original" however, purports to be a Trust signed Sept. 7, 2006 and allegedly witnessed by one Traci Kratish.

107. However, in her statement to the PBSO⁴⁰, Traci Kratish, a lawyer and accountant, says she did not begin work with Eliot's father until Sept. 10, 2006 and was not brought in Pre-Stanford Trust and has no independent recollection of signing this Trust which is further ripe with errors such as referring to Traci Kratish as a "he" instead of "she", having a different trustee Steven Greenwald identified later in the document as the "Trustee," no reference to the law firm who allegedly prepared the Trusts, missing initials on the pages and other obvious errors.

108. Still further, LEWIN prepares and has Tax documents (copies, not Originals) saying the Trust was created on Sept. 1, 2006, not Sept. 7th and further that Stanford was the Trustee from the beginning and not Traci Kratish as alleged by SPALLINA in the June 2010 Petition claiming the Trusts went from Kratish to Stanford and then Oppenheimer with this Petition allegedly signed by Eliot and his wife which they have denied signing or seeing prior to it being produced in the matters to the the PBSO and COLIN and reported as fraud⁴¹.

109. Despite the PBSO and PANZER knowing all the fraud admitted to date and SPALLINA who was not forthcoming in his first interview, PBSO illegally steers this part of the fraud and criminal investigation away from following up with Spallina and the involved parties and

³⁹ July 08, 2010 Alleged Forged Petition for Children's Trusts Oppenheimer @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/Exhibit%20E%2020100619%20Alleged%20Eliot%20Candice%20Petition%20to%20Appoint%20Successor%20Trustee%20Joshua%20Jacob%20and%20Daniel.pdf>

⁴⁰ May 21, 2015 Traci Kratish PBSO Interview statements @ [www.iviewit.tv/Simon and Shirley Estate/Kratish Statements to PBSO.pdf](http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/Kratish%20Statements%20to%20PBSO.pdf)

⁴¹ May 20, 2015 Alan Rose Email Claiming to have found New Trust Documents @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150520%20Alan%20Rose%20Letter%20to%20Eliot%20et%20al%20Regarding%20Oppenheimer%20Trust%20documents%20and%20Tax%20Records%20found.pdf>

attempted to close the case in a rush with admitted felony crimes of Spallina not being prosecuted and thus committing misprision of felony and aiding and abetting the fraud by failure to report the admitted crime to prosecutors and which is currently under a second Internal Affairs review, the first review after Judge Colin interfered with the criminal investigations and had them close the case of Fraud on the Court stating he would handle those and forcing Eliot to IA to have the cases reopened due to the improper interference, which led to subsequent interviews where Spallina confessed to Felony misconduct..

110. By TESCHER SPALLINA Bates⁴² No. TS000815 Spallina falsely writes to Christopher Prindle of Wachovia/Stanford/Oppenheimer/JP Morgan on July 1, 2010 who is intimately involved in the Financial Accounts of Simon Bernstein claiming he has: “**certified Final Orders on Petitions to Appoint Successor Trustee** designating Oppenheimer Trust Company as Successor Trustee of the following trusts: 1. Daniel Bernstein Irrevocable Trust dated September 7, 2006 2. Carly Esther Friedstein Irrevocable Trust dated September 7, 2006 3. Jake Bernstein Irrevocable Trust dated September 7, 2006 4. Max Friedstein Irrevocable Trust dated September 7, 2006 5. Julie Iantoni Irrevocable Trust dated September 7, 2006 6. Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006 “ all as of July 1, 2010.

⁴² Tescher & Spallina Bates Numbered Court Ordered Production

It should be noted that while the documents are bates stamped they were never tendered by Spallina and Tescher to the court and no document originals were tendered to successors despite court order to turn over “ALL” records, whereby all copies of alleged documents in the Tescher and Spallina production are therefore alleged fraudulent and part of an ongoing fraud to cover up and maintain the prior frauds they have been caught in and further continue the frauds.

***FOR ALL FURTHER REFERENCES HEREIN of SPALLINA and TESCHER Bates Stamped Documents please refer to the following link which contains the entire file of Bates stamped documents Total Pages 7,202 with gaps in the bates numbering and search for the Bates numbers listed in this filing.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140602%20PRODUCTION%20OF%20DOCUMENTS%20SIMON%20ESTATE%20BY%20COURT%20ORDER%20TO%20BEN%20BROWN%20CURATOR%20DELIVERED%20BY%20TESCHER%20AND%20SPALLINA.pdf> (File is large and takes time to download)

111. Yet on the same date of July 1, 2010, by TS000831 SPALLINA writes to Margaret Brown at Baker Botts saying:

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Thursday, July 01, 2010 9:14 AM

To: Brown, Margaret

Subject: Bernstein

Dear Margaret - we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

112. The close relationship with SPALLINA and COLIN is shown by the casual manner SPALLINA is simply going to “walk through” over at the Court to get the Orders he has told key Financial person Christopher Prindle he already has in Certified form as of the same date.

113. The alleged Orders do appear to be “Certified” and signed by COLIN but not until July 8, 2010, a week after he tells Prindle these are done by the Court already which SPALLINA writes to Margaret Brown again about on July 8, 2010, see TESCHER SPALLINA PRODUCTION Bates No.TS000829.

114. This pattern and practice of false information even shown by the TESCHER SPALLINA production is further reason to Enjoin and Restrain the parties and the evidence in further aid of this Court’s jurisdiction.

115. Moreover, because there are NO Accountings from TESCHER SPALLINA in the year and half plus of their involvement as fiduciaries (NO accountings in Shirley for FIVE years and INCOMPLETE ACCOUNTING FOR SIMON ONLY RECENTLY TURNED OVER after almost three years after Simon’s Passing) where millions were likely moved between accounts or converted without any accounting, Records and accounts of Christopher Prindle, Stanford, JP Morgan and Oppenheimer should further be enjoined when the Court has proper jurisdiction over these parties.

116. Note that the Curator Ben Brown of the Estate of Simon Bernstein purported to have obtained actual signed Tax returns from the IRS herein for Simon's Estate and quietly died at a young age shortly thereafter upon information and belief before turning them over and according to O'Connell he never received them and immediately ordered new ones immediately after gaining Letters of Administration but still has not received them to the best of my belief and certainly has not turned them over to me as promised.
117. Yet, current PR of the Simon Bernstein Estate Brian O'Connell and Joielle Foglietta of the Ciklin Lubitz Martens & O'Connell law firm have Never obtained or provided any Signed Tax Documents or actual originals in the 18 months in the case yet repeatedly bills the Estate for calls with Alan Rose, including many redacted Billing entries⁴³ and⁴⁴.
118. The 2007-2008 LIC Tax statements where Simon Bernstein was 45 % owner shows 2 consecutive years of revenue exceeding \$30 Million per year and where Renewals on insurance should still be coming in but where TED, ROSE and the PRs claim estates and trusts virtually empty while denying discovery and production⁴⁵, with Simon taking several million dollars in income in just these years prior to his death.
119. Yet, the O'Connell and Foglietta team claim the Estate is out of money and even proceeded to demand a payment of \$750 approximately from myself to obtain copies of the bare records in 3 partially filled boxes the PRs have obtained to date that they stated copies would be ready for me to pick up when I went to their offices and were not, then later when I was forced to

⁴³ Alan B. Rose and Brian O'Connell Billing Excerpts from Ciklin Lubitz Martens & O'Connell Bills @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20Rose%20O'Connell%20Legal%20Fees%20Bills%20Excerpts%20In%20Chronological%20Order.pdf>

⁴⁴ O'CONNELL and Ciklin Lubitz Martens & O'Connell Billing Statements @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151210%20MASTER%20O'Connell%20Ciklin%20Fees%20Billing.pdf>

⁴⁵ 2007-2008 Unsigned Tax Returns LIC prepared by Gerald Lewin CPA <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/tax%20returns%202007%202008%20LIC.pdf>

repeatedly ask for them to be sent they changed their tune demanding payment for the meager records they had obtained and further *have repeatedly denied access to even visually Inspect the alleged Storage unit where all the TPP allegedly is.*

120. As will be shown later herein, Millions remain Unaccounted for in the cases further justifying an Injunction at this time.

“Orchestration” of the “One-day” “Validity” Trial by the Fiduciaries, Lawyers and Judge

Phillips

121. Despite this tortured background, the licensed attorneys O’Connell, Foglietta, Rose and Feaman allow matters to proceed along course to a “one-day” Validity Trial with Judge Phillips held Dec. 15, 2015.

122. In the weeks before this, Creditor attorney Peter Feaman expressly stated in a phone call with myself, William Stansbury and others that there was a deliberate “conspiracy” against me by the parties with money and connections or words to that effect.

123. Attorney Peter Feaman also acknowledged that Florida Courts do have traditional Pre-Trial and Trial procedures, none of which were followed.

124. No pre-trial Discovery compliance was ever determined, no Pre-trial Depositions were determined, and I was provided no Due Process opportunity to speak about the Necessary Witnesses that should be at Trial which would make the Trial go beyond one day and the importance of having the hearings to remove Ted first to determine if he would even be able to conduct validity hearings, especially where there was document fraud with the documents being validated committed by his attorneys representing him as fiduciary and where the fraud directly benefited Ted’s family, slight conflicts that should have forced Ted from holding the hearings. Ted also being considered Predeceased for ALL PURPOSES OF DISPOSITION OF THE

SHIRLEY TRUST certainly could not hold a validity hearing as it regards disposition of the trust. Yet, Phillips refused both Feaman and my request to have that hearing first.

125. Creditor Attorney Peter Feaman had previously in August of 2014 written a specific letter to Brian O'Connell indicating he had an "absolute duty" to take up the baton to remove Ted Bernstein noting the waste of assets, lack of accountings, conflicts of interest and other items, although attorney Feaman would take no action to prevent or participate in the "Validity Trial" despite the fact that the only 2 Witnesses that were called, Robert Spallina and Ted Bernstein (both involved in the Fraudulent Documents submitted to the court and others) were Both parties that Creditor William Stansbury had sued although that case was before a separate Judge.

126. Despite the Fraud shown with Colin who should be a Material fact witness and should have disqualified once he knew there was Fraud Upon His Court and he was involved in the matters, Feaman took no action to assert and re-argue if necessary Stansbury's "standing" which had been denied in the case by Colin although Stansbury was "in the case" for purposes of Paying for the Illinois litigation before Your Honor which all appears to be part of "orchestration" where Stansbury and Feaman are "in" on some issues but not in on others.

127. Feaman had "confirmed" that O'Connell as the PR was going to Participate at the one day Validity Trial as O'Connell had filed an Answer to remove Ted Bernstein at Trial as an Invalid Trustee yet "at the last minute" it was announced O'Connell and Ted Bernstein's attorney Alan Rose had some form of "consultation" deal where it was decided O'Connell would not participate in the Validity Trial despite the fact that his Office had been Billing the Estate for nearly 2 years based upon Ted as Trustee including many billings with Alan Rose on behalf of

Ted Bernstein all of which is compromised if a proper Trial showed the documents to be invalid and/or Ted Bernstein should be removed.

128. When Feaman brought O'Connell into the cases after being denied standing to remove Ted, Feaman had Eliot withdraw a hearing to remove Ted that day telling him that he spoke to O'Connell and O'Connell would file the motion Feaman filed that was denied for standing and that I would have a much better chance of success with O'Connell filing. To this date, despite being given Feaman's filing to put his name on and repeatedly stating he would file it, O'Connell has failed to file despite knowing Ted is "not a validly serving Trustee" or in other words that Ted and Alan are committing a Fraud knowing Ted cannot be Trustee but pulling yet another Fraud on the Court and Fraud on the Beneficiaries and Creditor.

129. Thus, the Estate of Simon Bernstein was Unrepresented and did not participate in the Phillips "Validity" Trial of the Simon documents and where the Governor Rick Scott's office already found defects in the notarizations of Simon's Estate and Trust documents that O'Connell was made aware of prior and where if they were not validated as Rose wanted them, O'Connell could have been knocked out and Stansbury could have become the Successor as was the case only a few weeks before Simon died when allegedly new improperly notarized documents are said to have been signed.

130. Alan Rose was motioned by my counsel Candice Schwager of Texas who was seeking to come into Florida pro hac vice⁴⁶ for a 30 day Continuance⁴⁷ and to get the Documents necessary to be able to represent my children properly and determine if any conflicts existed that prevented her

⁴⁶December 12, 2015 Candice Schwager Pro Hac Vice Letter to Court and Alan Rose, Esq.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf>

⁴⁷20151215 Motion for Stay
[http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20St](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf)

from representing both myself and my children but both Rose and Judge Phillips denied the continuance and denied her access to documents⁴⁸ leaving my children unrepresented at the Validity “trial” as well.

131. The notice and motion further indicated Alan Rose should be Disqualified as a Material fact witness for the reasons set out above.

132. Thus the Trial was orchestrated so no Attorneys were present to Cross-examine the only 2 Witnesses produced by Ted Bernstein and Alan Rose being Robert Spallina and Ted Bernstein himself.

133. It is noted that there were no Pre-Trial Depositions allowed of Robert Spallina or Ted Bernstein and thus acting Pro Se I did all I could do at the Trial which still revealed remarkable information and confessions of new crimes, including federal mail fraud by Spallina, who also violated his SEC consent order by misrepresenting his SEC consent deal and further misrepresented his standing with the Florida Bar as the record reflects. Spallina also admitted to using a deceased Simon acting as PR to close Shirley’s Estate and depositing further fraudulent documents with the court, while admitting he had not to that date told anyone about these crimes, while Phillips ignored all these admissions and since has done nothing to notify proper authorities of these new and damning admissions of crimes and violations of SEC consent orders, despite repeated requests by myself for him to do so.

134. It is further noted that no Inspection or Comparison of the “duplicate” and other alleged “originals” was allowed pre-trial or during trial as these Documents and evidence simply were

⁴⁸January 06, 2016 Alan Rose, Esq. Letter to Attorney for Minor Children and Eliot denying access to file or even to speak despite her being retained counsel in need of documents to evaluate cases. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Rose%20Denying%20to%20talk%20or%20give%20information%20to%20Attorney%20Schwager.pdf>

not produced or made available at the hearing for inspection and have never been forensically examined.

135. It is respectfully asserted to this Court that not only would proper production and Discovery be reflective of actual value and worth of assets at stake, but further relevant to Undue influence and pressures that were on Simon Bernstein at all relevant times herein. The potential for undue influence should have been clear just by the April 9, 2012 fraudulent Petition for Discharge allegedly signed by Simon on this date and Witnessed by Spallina since if this is Simon's signature he absolutely knew the Waivers referenced in the Petition had not even been received by some of the parties by this date much less Signed and returned and signing such a document falsely would have been totally out of character and practice for the decades he had been in business. This Court should now issue an Injunction.

No Concern for Original Documents, Rose, Spallina, Ted Bernstein or Judge Phillips

136. I believe the following passage from the Validity "Trial" makes clear that an Injunction should issue since no one seems to know where the Originals are, and the many Duplicate originals and Ted Bernstein claims to have only seen "copies" of the Trusts although it is noted for this US District Court there are other Trusts that are referenced in the produced Trusts where copies have been provided that not only were the other referenced Trusts never "Served" with Process for the Validity hearing but these referenced Trusts have never been produced to this day such as:

Page 137 of linked PDF document @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

Transcript Page 121

Spallina Witness - Eliot Cross Examining

4. . . . Q. . Okay. . In the chain of custody of these

5. . documents, you stated that there were three copies made?

6 . . . A. . Yes.
7 . . . Q. . Do you have those three original trust copies
8 . here?
9 . . . A. . I do not.
10 MR. BERNSTEIN: . Does anybody?
11 THE COURT: . Do you have any other questions of
12 . . . the witness?
13 MR. BERNSTEIN: . Yeah. . I wanted to ask him
14 . . . some questions on the original documents.
15 THE COURT: . Okay. . Keep going.
16 . BY MR. BERNSTEIN:
17 . . . Q. . Okay. . So the original documents aren't in the
18 . court?
19 . . . A. . I don't have them.
20 . . . Q. . Your firm is not in possession of any of the
21 . original documents?
22 . . . A. . I'm not sure. . I'm not at the firm anymore.
23 . . . Q. . When you left the firm, were there documents
24 . still at the firm?
25 . . . A. . Yes, there were.

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-1- Q. . Were you ordered by the court to turn those
2 . documents over to the curator, Benjamin Brown?
3 . . . A. . I don't recall.
4 MR. ROSE: . Objection. . Can he clarify the
5 . . . question, which documents? . Because I believe the
6 . . . curator was for the estate, and the original will
7 . . . was already in file, and the curator would have no
8 . . . interest in the trust --
9 THE COURT: . Which documents? . When you say
10 . . . "those documents," which ones are you referring to?
11 MR. BERNSTEIN: . Any of the trusts and estate
12 . . . documents.
13 THE COURT: . Okay. . That's been clarified.
14 You can answer, if you can.
15 THE WITNESS: . I believe that he was given -- I
16 . . . believe all the documents were copied by
17 . . . Mr. Pollock's office, and that he was given some
18 . . . type of zip drive with everything. . I'm not sure,
19 . . . though. . I couldn't --
20 . BY MR. BERNSTEIN:
21 . . . Q. . Did the zip drive contain the original
22 . documents?
23 . . . A. . Did not. . I believe the original documents
24 . came back to our office. . Having said that, we would
25 . only have -- when we made and had the client execute

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1 three documents, two originals of those documents would
2 remain with the client, and then we would keep one
3 original in our file, except -- including, most of the
4 time, the original will, which we put in our safe
5 deposit box. So we would have one original of every
6 document that they had executed, including the original
7 will, and they would keep two originals of everything,
8 except for the will, which we would give them conformed
9 copies of, because there was only one original will.
10 Q. Okay. I asked a specific question. Did your
11 firm, after the court order of Martin Colin, retain
12 documents, original documents?
13 MR. ROSE: Objection. Sorry. I should have
14 let him finish.
15 MR. BERNSTEIN: -- original documents?
16 THE WITNESS: I believe --
17 MR. ROSE: Relevance and misstates the --
18 there's no such order.
19 THE COURT: Well, the question is, Did your
20 firm retain the original documents?
21 Is that the question?
22 MR. BERNSTEIN: Yes, sir.
23 THE COURT: Overruled.
24 Answer, please.
25 THE WITNESS: I believe we had original

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1 documents.
2 BY MR. BERNSTEIN:
3 Q. After the date you were court ordered to
4 produce them to the curator?
5 MR. ROSE: Object -- that's the part I object
6 to.
7 THE COURT: Sustained.
8 MR. BERNSTEIN: Okay.
9 BY MR. BERNSTEIN:
10 Q. To your knowledge -- so, to your knowledge,
11 the documents can't all be here since they may be at
12 your firm today?
13 A. I don't practice at the firm anymore, so I'm
14 not sure where the documents are.
15 Q. Okay. And you said you made copies of all the
16 documents that you turned over to the curator? Did you
17 turn over any original documents as ordered by the
18 court?
19 MR. ROSE: Objection. Same objection.
20 There's no court order requiring an original

21. . . . document be turned over.
22.THE COURT: What order are you referring to?
23.MR. BERNSTEIN: Judge Colin ordered when they
24. . . . resigned due to the fraudulent alteration of the
25. . . . documents that they turn over –

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1.THE COURT: I just said, what order are you
2. . . . referring to?
3.MR. BERNSTEIN: It's an order Judge Colin
4. . . . ordered.
5.THE COURT: All right. Well, produce that
6. . . . order so I can see it, because Judge Colton's [sic]
7. . . . been retired for six or seven years.
8.MR. BERNSTEIN: Okay. I don't have it with
9. . . . me, but...
10.THE COURT: Well, Judge Colton's a retired
11. . . . judge. He may have served in some other capacity,
12. . . . but he doesn't enter orders, unless he's sitting as
13. . . . a replacement judge. And that's why I'll need to
14. . . . see the order you're talking about, so I'll know if
15. . . . he's doing that. Okay. Thanks. Next question.
16. BY MR. BERNSTEIN:
17. . . . Q. Okay. Has anyone, to the best of your
18. knowledge, seen the originals while you were in custody
19. of them?
20. . . . A. Yes.
21. . . . Q. Okay. Who?
22. . . . A. I believe Ken Pollock's firm was -- Ken
23. Pollock's firm was the firm that took the documents for
24. purposes of copying them.
25. . . . Q. Did anybody ask you, refer copies to inspect

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1. the documents?
2. . . . A. Other than Ken Pollock's office, I don't
3. recall.
4. . . . Q. Did I ask you?
5. . . . A. Perhaps you did.

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14. . . . Q. But it does say on the document that the
15. original will's in your safe, correct?
16. . . . A. For your mother's document, it showed that.
17. . . . Q. Oh, for my father's -- where are the originals
18. of my father's?
19. . . . A. Your father's original will was deposited in
20. the court. As was your mother's.

21. . . . Q. . How many copies of it were there that were
22. . original?
23. . . . A. . Only one original. I think Mr. Rose had
24. . stated on the record that he requested a copy from the
25. . clerk of the court of your father's original will, to

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1. . make a copy of it.
2. . . . Q. . Certified?
3. . . . A. . I'm not sure if he said it was certified or
4. . not.

TED BERNSTEIN WITNESS - ELIOT BERNSTEIN CROSS EXAM

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23. MR. BERNSTEIN: . Yeah.
24. . BY MR. BERNSTEIN:
25. . . . Q. . Have you seen the original will and trust of

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1. . your mother's?
2. . . . A. . Can you define original for me?
3. . . . Q. . The original.
4. . . . A. . The one that's filed in the court?
5. . . . Q. . Original will or the trust.
6. . . . A. . I've seen copies of the trusts.
7. . . . Q. . Have you done anything to have any of the
8. . documents authenticated since learning that your
9. . attorneys had committed fraud in altering dispositive
10. . documents that you were in custody of?
11. MR. ROSE: . Objection. . Relevance.
12. THE COURT: . Overruled.
13. THE WITNESS: . I have not.
14. . BY MR. BERNSTEIN:
15. . . . Q. . So you as the trustee have taken no steps to
16. . validate these documents; is that correct?
17. . . . A. . Correct.
18. . . . Q. . Why is that?
19. . . . A. . I'm not an expert on the validity of
20. . documents.
21. . . . Q. . Did you contract a forensic analyst?
22. . . . A. . I'm retained by counsel, and I've got counsel
23. . retained for all of this. So I'm not an expert on the
24. . validity of the documents.
25. . . . Q. . You're the fiduciary. You're the trustee.

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·1· You're the guy in charge. You're the guy who hires your
·2· counsel. You tell them what to do.
·3· So you found out that your former attorneys
·4· committed fraud. And my question is simple. Did you do
·5· anything, Ted Bernstein, to validate these documents,
·6· the originals?
·7· THE COURT: That's already been answered in
·8· . . . the negative. I wrote it down. Let's keep going.
·9· MR. BERNSTEIN: Okay.
10· BY MR. BERNSTEIN:
11· . . . Q. As you sit here today, if the documents in
12· your mother's -- in the estates aren't validated and
13· certain documents are thrown out if the judge rules them
14· not valid, will you or your family gain or lose any
15· benefit in any scenario?
16· . . . A. Can you repeat that for me, please? I'm not
17· sure I'm understanding.
18· . . . Q. If the judge invalidates some of the documents
19· here today, will you personally lose money, interest in
20· the estates and trusts as the trustee, your family, you?
21· . . . A. I will not.
22· . . . Q. Your family?
23· . . . A. My -- my children will.
24· . . . Q. So that's your family?
25· . . . A. Yes.

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·1· . . . Q. Okay. So do you find that as a fiduciary to
·2· be a conflict?
·3· MR. ROSE: Objection.
·4· THE WITNESS: No.
·5· MR. ROSE: I think it calls for a legal
·6· . . . conclusion.
·7· THE COURT: Sustained.

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21· . . . Q. Did you ever have access to the original will
22· of your father or mother that were in the Tescher &
23· Spallina vaults?
24· . . . A. I have no access, no.
25· . . . Q. Did you ever have access to the original

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·1· copies of the trusts that Mr. Spallina testified were
·2· sitting in their firm's file cabinets or vaults?
·3· . . . A. I did not.
·4· . . . Q. Now, did you find in your father's possessions
·5· the duplicate originals of the trusts of him and your

- 6· ·mother that we've talked about?
- 7· ··· A· ·I did.
- 8· ··· Q· ·And do you have any reason to believe that
- 9· ·they aren't valid, genuine and signed by your father on
- 10· ·the day that he -- your father and your mother on the
- 11· ·days that it says they signed them?
- 12· ··· A· ·None whatsoever.

Predetermined Trial, Missing Witnesses, Missing Originals and Discovery:

137. Trial Transcript makes it crystal clear the Result of the “Trial” was predetermined by Phillips as alleged in post-trial motions⁴⁹ and motions for Disqualification⁵⁰.
138. Missing Witnesses include Traci Kratish who gives contradictory statements to the Palm Beach Sheriff's from the alleged Oppenheimer Trusts produced by Alan Rose and Steven Lessne and further contradicting filed documents by Robert Spallina in 2010 which are claimed as frauds, see above. Kratish is allegedly also a Witness to certain operative Trusts/Wills/Instruments so an adverse inference against the core parties and in favor of this Petition should be drawn by the failure to produce Traci Kratish at the alleged Validity trial.
139. Phillips made it clear, however, that he was not going to go beyond his “one day” trial thus fully prejudging the case and denies me from calling Alan Rose as a witness with 11 minutes remaining despite his direct involvement in the break of the chain of custody of dispositive documents and more and where Rose is also a served Counter Defendant in the Counter Complaint⁵¹ stayed by Colin in the Shirley Trust case and where Colin is also listed as a Material and Fact Witness and Potential Counter Defendant in the Party Heading in the case.

⁴⁹ December 31, 2015 Motion for New Trial Stay Injunction
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151231%20FINAL%20ESIGNED%20MOTION%20FOR%20NEW%20TRIAL%20STAY%20INJUNCTION%20PHILLIPS%20ECF%20STAMPED%20COPY.pdf>

⁵⁰ December 28, 2015 2nd Petition for Disqualification of Phillips
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015,%202015%20ECF%20STAMPED%20COPY.pdf>

⁵¹ September 02, 2014 Stayed Counter Complaint

140. Other missing witnesses include: Kimberly Moran (arrested for 6 Fraudulent Notarizations and Admitted to 6 Forgeries of Estate documents), Lindsay Baxley aka Lindsay Giles, Diana Banks and others, who were all parties to various of the Estate and Trust documents.

141. According to Peter Feaman and William Stansbury, Donald Tescher was “seen” at the Courthouse on Trial day but never called as a Witness.

142. Spallina admits under oath at the hearing to having worked with Alan Rose in preparation for the trial.

·3· ·BY MR. BERNSTEIN:
·4· · . . . Q· ·Okay· ·How many times have you spoken with
·5· ·Alan Rose in the last three months?
·6· · . . . A· ·Twice.
·7· · . . . Q· ·Did you prepare for this hearing in any way
·8· ·with Alan Rose?
·9· · . . . A· ·I did.
10· · . . . Q· ·Okay· ·Was that the two times you spoke to
11· ·him?
12· · . . . A· ·Yes.
13· · . . . Q· ·Do you see any other of the parties that would
14· ·be necessary to validate these trust documents in the
15· ·court today?
16· · . . . ·MR. ROSE:· ·Objection· ·Cumulative.
17· · . . . ·THE COURT:· ·Sustained.

December 15, 2015 Hearing Transcript Page 149⁵²

, See Post-Trial Motions and Disqualifications of Judge Phillips; see pending 4th DCA Writ of Prohibition appealing Original Phillips Denial of Disqualification⁵³;

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140902%20Final%20Signed%20Printed%20Counter%20Complaint%20Trustee%20Construction%20Lawsuit%20ECF%20Filing%20Copy.pdf>

⁵² December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

⁵³

Tescher-Spallina Prosecuted by the SEC, yet Phillips, Rose, O'Connell, Foglietta, Ted

Bernstein have left critical Originals, documents and evidence in their possession, thus this

Court must now act:

143. Other new evidence and facts have emerged during the relevant time this federal action has been waiting to come back on the calendar where the Estate Planning attorneys for my now deceased parents Simon and Shirley Bernstein, being attorneys Tescher & Spallina of Boca Raton, have been charged by the SEC with violations of federal Insider Trading and breaches of fiduciary duties to other clients and now entered into formal Consent Orders with the SEC⁵⁴, and yet the involved judicial actors of the Florida Probate Courts, attorney Alan Rose, Ted Bernstein, and the PR attorneys Brian O'Connell and Joielle Foglietta for the Simon Bernstein Estate have permitted years of "ORIGINAL" documents and business records relevant to this action to remain in the possession of Tescher and Spallina despite their being Court Ordered approximately 2 years ago to turn over "ALL"⁵⁵ records upon their removal after admitting to fraudulently creating a Shirley Trust, thus creating an imminent danger that further vital Original documents and evidence relevant to this federal action will also go "permanently lost" or be destroyed further justifying the need for an immediate injunction herein.

⁵⁴ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"

<http://www.sec.gov/news/pressrelease/2015-213.html>

AND

September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @

<http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

AND

October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tesch%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

⁵⁵ February 18, 2014 Order Demanding ALL TESCHER and SPALLINA records be turned over to the Replacement Curator Benjamin Brown

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

144. As this Court may recall from the Summary Judgment filings herein, attorney Robert Spallina sought to have the proceeds of the alleged “lost” Life Insurance Policy paid to his office by signing a Death Benefit Claim as the Trustee of a Trust also “lost” and which he claims in testimony and other parole evidence obtained that he had nothing to with the trust or insurance policy, including stating this in his recent testimony at the Validity hearing and further he was being addressed in communications over several months by Heritage Union Life Insurance as “Trustee” of the “La Salle Trust” and yet the parties kept LaSalle out of this federal case where Financial Disclosures of Florida Probate Judge Martin Colin now publicly available due to the Palm Beach Post Investigative series show Judge Colin has had an ongoing financial business relationship with La Salle for all relevant years and yet never Disclosed this on the record despite knowing and having actual knowledge that La Salle was a Defendant in a counter-complaint⁵⁶ filed by myself in his Court as of July, 2014 in relation to an Oppenheimer Trust instigated lawsuit against Eliot’s children that Colin immediately stayed⁵⁷ despite knowing of the conflict this represented as a potential Counter Defendant and as a Material and Fact Witness to certain fraud in and on and by his court.

145. This Court must now act and use its Injunctive powers over the parties currently within its jurisdiction to restrain. obtain, produce and preserve the critical evidence, documents and records and Discovery necessary from all parties including the probate court files in aid of it’s own jurisdiction.

Ted Bernstein and Alan Rose involved with New Fraud Company to hide Ownership of Assets at 7020 Lions Head Lane, Boca Raton, FL ; Further Need for Injunctive Relief

⁵⁶ July 30, 2014 Answer and Counter Complaint Oppenheimer lawsuit v Eliot Minor Children
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140730%20FINAL%20SIGNED%20PRINTED%20Answer%20and%20Counter%20Oppenheimer.pdf>

⁵⁷ August 06, 2014 Oppenheimer Counter Complaint
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140806%20REFILED%2020140730%20PRINTED%20SIGNED%20ECF%20STAMPED%20Counter%20Complaint%20Oppenheimer%20Lawsuit-2.pdf>

146. On Feb. 18, 2016 I had a personal conversation with one Leilani Ochoada of Orlando, Florida after discovering information at the Florida Secretary of State website www.sunbiz.org regarding a false company set up as 7020 Lions Head Land Trust, Inc., shown on a Deed purportedly signed and transferred by Ted Bernstein of the property at 7020 Lions Head Lane, Boca Raton which was my parent's St. Andrews home. See, Deed signed by Ted Bernstein and Alan Rose⁵⁸.
147. The sunbiz.org website showed this 7020 Lions Head Land Trust, Inc. company had a False and Inactive (Dissolved) company listed as it's Registered Agent which according to Melanie Sellers at the Florida Division of Corporations should not have made it through the Secretary of State's Office to be filed as the Registered Agent must be a valid and active company. See Document Number P15000049545 filed 6/4/15 which is the reference number on the Lions Head Land Trust Inc. filing. See Document Number P15000049545⁵⁹
148. The Registered Agent is listed as ISL, Inc. with an address at 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 which is also the address listed as the Principal Place of Business for Lions Head Land Trust, Inc.
149. According to www.sunbiz.org the ISL, Inc. company listed as Registered Agent by Lions Head Land Trust Inc. has been INACTIVE and Dissolved since 1997 according to Secretary of State Document Number P96000079975 and this has been confirmed by staff at the Division of

⁵⁸ DEED

www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf

⁵⁹ www.iviewit.tv/DocumentP15000049545Articles.pdf - Articles of Incorporation

www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf - Detail of Corp

Corporations who were initiating inquiry and investigation. See, Document Number P96000079975⁶⁰

150. Upon information and belief, the actual licensed business at 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 is Incorporating Services, LTD and the person at phone number (850) 656-7956 says there is no ISL, Inc. at that address and no company like Lions Head Land Trust, Inc. has principal offices at the 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301 address.
151. Upon speaking to Leilani Ochoada who is listed as the “Incorporator” of Lions Head Land Trust, Inc., using an Address on the Articles of Incorporation as 7020 Lions Head Lane Boca Raton, Fl 33496 Leilani says she will come forward with an Affidavit for federal and state court and Investigators as follows upon information and belief: 1) She has no knowledge of Lions Head Land Trust, Inc. at all ; 2) She never authorized anyone to use her name as an Incorporator; 3) Until Feb. 18th 2016 had no knowledge any entity was incorporated by filings at the Fla Secretary of State under her name and had no involvement with any land transaction involving 7020 Lions Head Lane, Boca Raton, F; 4) She initially believed it was some form of identity theft when she got the call and looked into it further; 5) She never lived at any Boca Raton, Fl address in general and never at 7020 Lions Head Land Trust Inc. and is from Orlando, Fl; 6) She found out an attorney that had an Office building where her company rented space in Orlando used her name as this Incorporator without permission and never knew about any land deal with Mitch Huhem/ Laurence Pino or anything related to this property with Laurence Pino being the attorney who apparently did this expressly stating he was trying to hide Mitch Huhem from the public record as part of this transaction; 7) She knew absolutely nothing about the Articles of Incorporation and the addresses and companies named there using her name; 8)

⁶⁰ www.iviewit.tv/DocumentP96000079975.pdf - Details of Corp

Attorney Laurence Pino never had Leilani's permission to incorporate any entity using her name as an Incorporator either by signed document or Electronically ; 9) Pino has not been able to produce any written document that she allegedly signed with his office; 10) Pino's Exec Assistant Cathy can not find Any document signed by Leilani after reviewing the files supporting Leilani's version of the events that she had no knowledge and no involvement.

152. Thus, Ted Bernstein and Attorney Alan Rose knew and had to know by the most basic due diligence reviewing the company's data of Lion Head Land Trust, Inc. as the alleged "buyer" in this Real Estate transaction which was never approved or authorized by myself that the Company was False and Fraudulent as Ted Bernstein and Alan Rose knew and had to know Leilani Ochoada had never met them before and surely did not have an address at 7020 Lions Head Lane, Boca Raton Fl 33467 and thus Ted and Alan are again in the middle of fraud this time in a direct manner to SECRET away and HIDE ASSETS and this Court must now use its Injunctive powers herein.

153. This US District Court clearly has jurisdiction over Ted Bernstein and Alan Rose has "appeared" in the federal case as Attorney for Ted Bernstein at a Deposition and thus this Court should also have proper power under the All Writs Act and Anti Injunction Act to reach Alan Rose as well until such time he is formally served with a Summons and Amended Complaint where he is among several parties I am seeking to add to this action herein and should now be enjoined until further Order of this Court from all actions on behalf of Ted Bernstein and related to the matters herein.

Sharp, Fraudulent practices and Abuse of Process, sham hearings, Alan Rose, Steven Lessnee, Judge Phillips wherein this Court should at least Temporarily Enjoin proceedings before Judge Phillips specifically including a Thursday, Feb. 25, 2016 proceeding this week at 3:15 PM EST until further Order of this Court:

In addition to the grounds set forth above where Alan Rose and Steven Lessne both should be Disqualified from representation as Material fact witnesses in the Stanford-Oppenheimer-JP Morgan Trust documents involving Gerald Lewin, Traci Kratish and others, both attorneys have engaged in Sharp and abusive practices by:

1. filing motions with minimal Notice during times I have Noticed as Unavailable for medical reasons;
2. seeking to hear at 5 Minute UMC Motion dates complex matters knowingly requiring Hearings;
3. seeking to have Ordered at such Motion dates hundreds of thousands of dollars in attorneys fees without providing ANY Billing statements;
4. Falsely presenting to the Florida Courts knowing misrepresentations of claimed Injunctions against me by SDNY Judge Shira Scheindlin and directly misrepresenting the truth and actual language;
5. pursuing Guardianship as a retaliatory tool against seeking truth and disclosure and justice.

This Court should now Enjoin and Restrain Alan Rose who is under this Court's jurisdiction as having appeared in a federal court deposition for Ted Bernstein who is under the Court's jurisdiction, or at least enjoining Ted Bernstein and the Probate Court of Judge Phillips at least temporarily.

“Side-Deals” and “Agreements” Thwarting and Impairing this Court’s Jurisdiction

It is expressly known that “some form” of side deal - agreement is in place where somehow Creditor William Stansbury has some “settlement” with Ted Bernstein yet the terms are completely unknown and should be fully disclosed and while William Stansbury has been very helpful to myself and my family in many ways the actions of his attorney Peter Feaman in not pursuing avenues of relief combined with the orchestrated actions of O’Connell and Rose demand this Court exercise it’s injunctive and inherent powers to determine how such off record agreements are manipulating the integrity of both federal and state proceedings and the court should further act upon and resolve the conflicts of interests of the attorneys and for those not under the Court’s jurisdiction I pray for leave to Amend to add parties and claims herein.

Piece-Meal Documentary Proof of “Missing Millions” and “Missing Files-Records”

154. While it is presently unknown to Eliot when COLIN first gained knowledge of the sizable holdings of Simon and Shirley Bernstein or when COLIN first had involvement in Bernstein family matters inside or outside the Courthouse, Court records and documentary evidence show COLIN becoming involved in both the Estate cases of Shirley and Simon Bernstein in at least

2010 for Shirley Bernstein and 2012 for Simon Bernstein when he took over his Estate case from FRENCH.

155. From the minimal records and Discovery obtained by Eliot via Court Ordered Production of Tescher & Spallina, PA upon their removal, Simon Bernstein had assets and holdings of over \$13 Million plus in Investments Accounts, Private Banking Accounts, checking accounts, retirement accounts etc since 2008 when Tescher & Spallina, PA, TESCHER and SPALLINA were doing Estate Family Planning for Simon and Shirley Bernstein plus over \$5 Million in real estate based upon Listings of the properties weeks prior to Simon's passing.
156. That the Tescher & Spallina PA, production documents which are Not Originals are not transferred to the replacement Curator, Benjamin Brown, Esq. until on or about June 02, 2014, nearly a year after Eliot first reported to the COLIN court that Fraud Upon the Court had taken place and approximately nine months since the September 13, 2013 hearing before COLIN where he had admissions from the lawyers and fiduciaries that Fraudulent Documents had been submitted to the Court by Tescher & Spallina PA.
157. The failure of COLIN to seize the records of all parties involved that committed Fraud Upon his court allowed the parties involved to begin to prepare further alleged fraudulent documents to attempt to cover up for the crimes exposed in Eliot's May 2013 pleading, subsequent pleadings and criminal complaints they were then being investigated in.
158. TESCHER and SPALLINA's production lacks all of the following;
- a. Historical and present Bank and other Financial Institutions statements for the multitude of Simon's Personal and Financial Accounts,
 - b. Post Mortem Personal and Corporate Mail,
 - c. Mail from time periods prior to Simon's passing,

- d. Historical and current Business Records of Simon's,
- e. Historical and current Insurance records i.e. Homeowners, Jewelry, Auto, Business, etc.,
- f. Historical and current Corporate Records for any of the many companies Simon owned,
- g. Historical Signed Tax Returns, personal and corporate, for any years,
- h. Computer Data and Drives both personal and corporate, and,
- i. Tescher and Spallina despite Court Order to turn over records to Curator retained Original Dispositive Documents and all original documents, as what was tendered to the Curator had only one original alleged Promissory Note for Eliot's children's home that was never filed with the courts.

159. What was left upon inspection by Eliot at O'Connell's office of Simon's personal and corporate records was 3 bankers boxes of files each only partially filled, for a man who ran multiple businesses, had multiple financial institution accounts and more. On information and belief, despite O'Connell having a court order to inspect Simon's offices with Eliot present, they failed to ever inventory Simon's office prior to TED's eviction and despite Eliot being allowed to be present at any inventory of the office, Eliot was never contacted to appear.

160. That O'Connell was supposed to have inventories all of Simon's home business records done by a professional appraiser and turn that appraisal over to Eliot and while the appraiser did come to Simon's house to reinventory as court ordered, he failed to provide an inventory of the records.

161. After O'Connell inventorying, Rose enters home for lighting issue and alleges to have discovered and then removed documents and trust documents included from the home, despite that he had no legal authority to remove any properties of the Estate of Simon.

162. Where the Tescher & Spallina, PA production documents referenced herein are alleged to be part of an attempt to cover up crimes and are virtually all alleged to be fraudulent and not at all

representative of the law firm files of Simon Bernstein or the files that became part of Simon and Shirley's Estates. There was only 1 original document sent, not even the original dispositive documents were tendered to the Successor, no historical banking, tax or other business records and there was virtually no mail from the time of Simon's death included in the production.

163. From Tescher & Spallina, PA Production, Bates Doc. No. TS001503-TS001506, by Letter dated June 25, 2013 from Grant Thornton, under Primary Express Account 309513, Payee Bernstein Family Investments LLP, regarding a claim against Stanford Bank International Limited ("the Company"), **a Claim was allowed for \$1,062,734.50 in the Antiguan Estate. The Letter references that there may be "more letters of notification in order to incorporate all CDs." Where the CD's my father held on information and belief were only a small fraction, one to two percent of his holdings.**
164. However, by Tescher & Spallina, PA Bates Doc. No. TS003734 the STANFORD Simon & Shirley Bernstein Valuations as of 5/28/2008 reflect a Net Worth for that Statement at \$6, 928,933.52 (Million) with \$839,362.12 in Cash Available.
165. From Tescher & Spallina, PA Production, Bates Doc. No. TS004808 by Statement dated Aug. 31, 2012 (two weeks before Simon's death) in the Wilmington Trust Investment Details for 088949-000 Simon L. Bernstein Irrev TR the Grand Total \$2,829,961.66, thus this nearly \$3 Million remains wholly Unaccounted for and according to William Stansbury this value may be doubled to Over \$6 Million when Shirley Bernstein's 49% of this account is factored in, which also remains Unaccounted for.

166. From Tescher & Spallina, PA Production already exhibited herein TED allegedly settled Simon's \$2,000,000.00 of CD's with Stanford with Grant Thornton for \$1,062,734.50. There is no complete accounting.
167. From Tescher & Spallina, PA Bates Doc. No. TS005459 Simon Bernstein BankOne checking activity Acct MI/FL/Ga Checking XXXX7231 \$67,402.08 was the available Balance in that account as of 10/15/12 just after Simon Bernstein's passing with \$109,456.67 available as of Sept. 7, 2012 just a short time before his passing for that account.
168. By **Tescher & Spallina, PA Bates Doc. No. TS005478 JP Morgan Bernstein Family Investment LLP Acct. W32635000 showed \$1,872,810.91 for a 49.5% interest in the total Market Value with Accruals with \$807,289.79 Cash included for Statement covering 8/1/12-8/31/12 just weeks before Simon Bernstein's passing.**
169. By Tescher & Spallina, PA Bates Doc. No. TS004765 JP Morgan Simon Bernstein Account No. 000000849197231 showing Total Payments & Transfers of \$97,793.74 for the period 8/10/12 to 9/12/12 up to Simon's passing.
170. By Tescher & Spallina, PA Bates Doc. No. TS004820 JP Morgan Simon Bernstein Trust Robert M. Spallina Donald L. Tescher Trustees Primary Account 000000478018083 Dec. 20, 2013 Balance \$150,177.17 with an "Internal Transfer" of \$100,000.00 on Dec. 20, 2015. It is unknown what this "Internal Transfer" was for that occurred over a year after Simon's passing.
171. By email dated Feb. 8, 2013 Victoria Roraff, Registered Client Service Associate of OPPENHEIMER of the Boca Raton, Florida office writing to SPALLINA she admits she does not have a File on all of the STANFORD Accounts but provides how some of the accounts

change account numbers transferring from STANFORD to OPPENHEIMER

From: Roraff, Victoria [Victoria.Roraff@opco.com]
Sent: Friday, February 08, 2013 10:27 AM
To: Robert Spallina
Subject: RE: Stanford Statement Request

I don't have a file on all of them – but here's what I'm able to provide:

NM2012273 – Bernstein Holdings LLC – became G51-1403458
NM2012109 – Bernstein Family Investments LLLP – became G51-1403425
NM2010376 -
NJF011401 – Bernstein Family Investments LLLP – became G51-1403433
NJF011443 -
NJF011674 – Bernstein Family Investments LLLP – became G51-1403441
NJF010213 –

Thank you,

Vickie Roraff
Registered Client Service Associate

Oppenheimer & Co. Inc.
Boca Village Corporate Center
4855 Technology Way
Suite 400
Boca Raton, FL 33431

(T) 561-620-3117
(F) 561-416-8671
Toll Free - 888-999-3660

172. Thus with at least \$13 million plus in known cash and accounts and over \$6 million in real estate (the St. Andrews home and Beachfront Condominium), approximately \$800,000.00 plus in Jewelry, a Bentley that values at several hundred thousand, a Porsche that values at over one-hundred thousand, a million dollar settlement with STANFORD payout and the Life Insurance of \$1.7 million in the original underlying case herein, there was over \$20 million in known assets held by Simon Bernstein shortly prior to and after his passing, yet Third-Party Defendants, Estate attorney O'CONNELL and TED and ROSE falsely and fraudulently claim now Simon Bernstein's Estate and Trusts are virtually gone, depleted as if it vanished into thin

air without any distribution at all to Eliot and his family who are beneficiaries under any beneficiary scenario asserted by any party and they have provided No accountings that show the total holdings from the date of the decedents' deaths to date, in violation of Probate Rules and Regulations and fail to show where the vanished holdings have gone in 2.5 years justifying a preliminary injunction at this time.

173. These numbers from the minimal bare discovery obtained to date do not include and are without any accounting for the value of Simon's holdings in the Intellectual Properties of "Iviewit" which propels the Estate and Trust to one of the largest in the country when royalties are finally monetized.

174. The value of the VEBA which is already part of this federal litigation involving the Illinois life insurance is but one of many unknown assets in this case and it is unknown what happened to the VEBA assets once the VEBA was unwound as alleged by Counter-Defendants and Third-Party Defendants.

175. Certain documentary evidence shows the VEBA may have been worth \$50 Million or more with Simon and Shirley as primary plan participants, yet this asset and these funds have also allegedly disappeared and vanished according to Counter-Defendants and Third-Party Defendants PAMELA, TED, D. SIMON, A. SIMON and other defendants and again with no accountings and no records provided to beneficiaries or this Court.⁶¹ Where the VEBA Trust Trustee LASALLE is according to all parties the named PRIMARY BENEFICIARY of the missing insurance policy underlying this action.

S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A	
Employer Identification Number (EIN)	363479122

⁶¹ S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A Information <http://www.nonprofitfacts.com/IL/S-B-Lexington-Inc-Death-Benefit-Plan-United-Bank-Of-Illinois-N-A.html>

Name of Organization	S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A
Address	120 W State St, Rockford , IL 61101-1125
Subsection	Voluntary Employees' Beneficiary Association (Non-Govt. Emps.)
Foundation	All organizations except 501(c)(3)
Organization	Corporation
Exempt Organization Status	Unconditional Exemption
Tax Period	2009
Assets	\$50,000,000 to greater
Income	\$10,000,000 to \$49,999,999
Filing Requirement	990 - Required to file Form 990-N - Income less than \$25,000 per year
Asset Amount	\$0
Amount of Income	\$0
Form 990 Revenue Amount	\$0

176. On or about September 2012, Eliot discovered that his father Simon Bernstein's home office computers had been virtually wiped clean of data, dispositive documents removed from the home by a one Rachel Walker minutes after Simon died causing reasonable and great suspicion when considering the sudden and alleged suspicious manner of passing, the allegations of Simon's being poisoned made by his brother TED and others and the millions of dollars in holdings Simon Bernstein had after decades of being in business thus beginning a continuing and ongoing pattern of missing documents, missing information, missing trusts, missing IRA beneficiaries, missing insurance policies and missing evidence which now must be halted and enjoined.

177. Thus, the destruction and loss of vital business records and account records began by the time of Simon's passing in 2012 if not earlier.

178. On or about Nov. 1, 2013 and Dec. 10, 2013 Eliot pro se filed a motion to Produce against TED as the Personal Representative in the Estate of Shirley Bernstein yet no such production has been forthcoming by TED to date.

179. That Eliot also filed an extensive production request of O'Connell the Personal Representative of the Estate of Simon now and O'Connell challenged the routine request and the court has not yet made determination, thereby further denying Eliot necessary documentation of the Estate of Simon and making it impossible to have Validity or Construction hearings without either obtaining the records or having a statement as to where they are.

180. The Court should note that despite having a court order from COLIN to inventory Simon's home and office business records and produce the inventory to beneficiaries and interested parties, despite reassurances from O'Connell that the documents and records would be inventoried, no such inventory was produced. It was later learned that O'CONNELL nor his office inventoried Simon's business address for records as court ordered and by the time this was learned it was also learned that TED had been evicted from the office and removed all the records from that address before the court ordered inventorying could be done.

181. The Court should note that COLIN ordered a re-inventorying of assets as it was learned that Personal Property from the Shirley Condo sale was missing and where TED claimed it was moved to the garages of his father's primary home and months later when the re-inventorying was done it was found that all these items were missing and the garages were empty. Despite learning of this O'CONNELL has taken no action to report the missing Personal Property that is in his custody to the proper authorities and further took possession of remaining items and moved them to an undisclosed location.

182. TESCHER and SPALLINA's production lacks all of the following;

- a. Historical and present Bank and other Financial Institutions statements for the multitude of Simon's Personal and Financial Accounts,
- b. Post Mortem Personal and Corporate Mail,

- c. Mail from time periods prior to Simon's passing,
- d. Historical and current Business Records of Simon's,
- e. Historical and current Insurance records i.e. Homeowners, Jewelry, Auto, Business, etc.,
- f. Historical and current Corporate Records for any of the many companies Simon owned,
- g. Historical Signed Tax Returns, personal and corporate, for any years,
- h. Computer Data and Drives both personal and corporate, and,
- i. Tescher and Spallina despite Court Order to turn over records to Curator retained Original Dispositive Documents and all original documents, as what was tendered to the Curator had only one original alleged Promissory Note for Eliot's children's home that was never filed with the courts.

183. What was left upon inspection by Eliot at O'Connell's office of Simon's personal and corporate records was 3 bankers boxes of files each only partially filled, for a man who ran multiple businesses, had multiple financial institution accounts and more. On information and belief, despite O'Connell having a court order to inspect Simon's offices with Eliot present, they failed to ever inventory Simon's office prior to TED's eviction.

184. That O'Connell was supposed to have inventories all of Simon's home business records done by a professional appraiser and turn that appraisal over to Eliot and while the appraiser did come to Simon's house to reinventory as court ordered, he failed to provide an inventory of the records and he failed to inventory all of the Personal Property as required, stating they were out of time.

185. After O'Connell inventorying, Rose enters the home for alleged lighting issues and alleges to have discovered and then removed illegally documents and trust documents included from the

home which were under the custody of O'Connell, despite that he had no legal authority to remove any properties of the Estate of Simon.

186. Where the Tescher & Spallina, PA production documents referenced herein are alleged to be part of an attempt to cover up crimes and are virtually all alleged to be fraudulent and not at all representative of the law firm files of Simon Bernstein or the files that became part of Simon and Shirley's Estates. There was only 1 original document sent, not even the original dispositive documents were tendered to the Successor, no historical banking, tax or other business records and there was no mail from the time of Simon's death included in the production.

187. That Simon had almost a fifty year career in the insurance industry and had multiple active companies, including having had multiple trust companies for various of his products he invented and Simon was a meticulous record keeper and had massive office space housing records prior to his death. Simon had computer records dating back 20 years and all these records and data now appear missing.

188. Mail from the day he died and prior to his death appears missing, including bank statements, insurance records for home, life and property insurances, insurance commission checks, insurance policy records, credit card statements and virtually all of his mail is unaccounted for. Years of personal finance records of his many Private Banking Accounts and Statements all missing from his records for accounts held at Oppenheimer, Stanford, JP Morgan, Sabadell Bank, Legacy Bank, Wilmington Trust, Wells Fargo, etc. Tax Returns missing. Trust Documents Missing. Insurance Policies Missing for both he and Shirley. IRA account histories missing. Pension account information missing. According to O'Connell Simon and Shirley's business and personal finance records were in less than three banker boxes. No hard drives

have been recovered and data from them produced. All records of his 17 year involvement with the Iviewit Technology Companies, including his stock in the companies and copies of Intellectual Property Filings and more, which I had seen at his office only a few months prior to his death are all missing, including thousands of emails regarding the companies and other pertinent information that Simon was safekeeping after it was seized from the companies on or about 2000-2001. Overall the contents of Simon's home and office records should have amounted to over 100 banker boxes filled and gigabytes of data.

Ted Bernstein, Greenberg Traurig, Stanford Trust, Robert Spallina, Proskauer Rose

189. TED is the oldest son of Simon and Shirley Bernstein, now deceased.
190. Simon Bernstein passed away in Sept. of 2012, having predeceased his wife Shirley Bernstein who passed away in Dec. 2010.
191. Ted was the last person in possession of my Mini-van before it was turned over to the body company where it was burglarized with wires taken out and a PD report generated and then taken to another company where it was Car-bombed.
192. While Ted Bernstein had been asked to come forward to the FBI about the circumstances of the Car-bombing he has never done so to my knowledge.
193. TED was living in the home of Simon Bernstein pulling his life together prior to the Car-bombing of Eliot's family vehicle in 2005.
194. TED soon thereafter was commingling with PROSKAUER, LEWIN and Greenberg Traurig and suddenly gets a Multi-million dollar home on the intra-coastal waters.⁶² TED has other insurance business relationships with Tescher & Spallina, PA, TESCHER and SPALLINA right

⁶² Zillow Listing TED Home @ http://www.zillow.com/homes/880-Berkeley-St-Boca-Raton-FL-33487_rb/?fromHomePage=true&shouldFireSellPageImplicitClaimGA=false

from the outset of their involvement in Simon and Shirley's Estate Planning and TED brings them to his father claiming they will be a rich source of referrals for him.

195. Greenberg Traurig ("GT") who was involved with the Iviewit IP and Iviewit Bar Complaints and Federal RICO and ANTITRUST lawsuit of Eliot, also represented TED personally in the lawsuit that also involves the Estates and Trusts of Simon and Shirley with Stansbury - GT main defendant with PROSKAUER in the STANFORD litigation.

196. TESCHER under deposition can not remember why he gets checks of \$55k twice from one of TED companies.⁶³

197. STANFORD is one fund that Simon Bernstein invested substantial monies in and eventually STANFORD broke open as a major Ponzi scheme on or about Feb. 2009 and is claimed as a \$7 Billion plus ponzi scheme, See, SEC public Announcement Feb. 17, 2009:

“ SEC Charges R. Allen Stanford, Stanford International Bank for Multi-Billion Dollar Investment Scheme FOR IMMEDIATE RELEASE 2009-26: Washington, D.C., Feb. 17, 2009 — The Securities and Exchange Commission today charged Robert Allen Stanford and three of his companies for orchestrating a fraudulent, multi-billion dollar investment scheme centering on an \$8 billion CD program.^{64,}”

198. According to the SEC public statement,

“Rose Romero, Regional Director of the SEC's Fort Worth Regional Office, added, "We are alleging a fraud of shocking magnitude that has spread its tentacles throughout the world.”

⁶³ July 09, 2014 Tescher Deposition by Florida counsel Peter Feaman on behalf of William Stansbury
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709%20Tescher%20Deposition%20and%20Exhibits.pdf>

⁶⁴ February 07, 2009 SEC PRESS REPORT ALLEN STANFORD PONZI
<https://www.sec.gov/news/press/2009/2009-26.htm>

199. According to public articles, PROSKAUER and GREENBERG TRAURIG are centrally involved in the Stanford Ponzi and are being sued for the entire scheme⁶⁵.
200. Upon information and belief, William Stansbury has not able to get info on the Retirement Plans from TED even as a Co-Trustee and Stansbury's lawyer Peter Feaman has no response from ROSE .
201. According to Stansbury, approximately \$6500 or so per each minor child that should have been paid out and not gone through Estate.
202. Further, upon information and belief, TED is under Dept of Labor Investigation and has been non responsive to beneficiaries and again with no accountings the numbers seem strikingly low.
- Simon Bernstein's "Missing Iviewit Shares, Proskauer Iviewit Files and Iviewit", "Missing Estate Planning" from Proskauer Rose and Foley Lardner**
203. Eliot is the natural son of Simon and Shirley Bernstein, who both resided in Boca Raton, Florida within Palm Beach county at relevant times herein.
204. Shortly after the birth of their first son in California, Joshua, Eliot and Candice Bernstein were about to move into a new home with their child.
205. That Simon and Shirley however had taken ill at the time and traveling to California was burdensome at the time and Eliot and Candice proposed moving to Florida and Candice would move from her hometown of Newport Beach/Corona Del Mar where her and her family lived and where she had met and married Eliot. Candice willing to give up everything to be with Eliot's parents and have her baby with them and so they moved.

⁶⁵ July 27, 2015 Proskauer Rose, Greenberg Traurig and Chadbourne sued in STANFORD PONZI Judge refuses to dismiss
<http://www.americanlawyer.com/id=1202732467400/Judge-Declines-to-Dismiss-Claims-Against-Proskauer-and-Chadbourne?slreturn=20151101125935>

206. Simon and Shirley were elated to have their son, his wife and grandson close to them and they gave Eliot and Candice a \$100,000.00 wedding gift as a deposit at a Condominium on Mizner Boulevard in Boca Raton and where decorating it prior to Eliot and Candice's arrival.
207. Where the owner of the building, a one James Cohen was a client of Simon's and so it was a spectacular deal on a brand new trio of buildings in the heart of Boca, which property had fantastic growth in a short time.
208. Life was great in Boca working with Simon for the first time in his life in the same city, every week like clockwork Eliot, Candice and the children had brunch on Sunday, dinner at least once a week with them and then golf or a movie. A second son was born, JNAB.
209. At all relevant times herein, since on or about 1998, Eliot is the actual and true Owner and Inventor of Intellectual Properties (hereinafter referred to as "IP") and the technologies hereinafter referred to as the "Iviewit" technologies were technologies heralded by leading experts as the "Holy Grail" of the Internet, being backbone technologies used around the globe for digital imaging, having major and significant "government" uses such as used on the Hubble Space telescope, for a mass of defense applications such as, Space and Flight Simulators, Drones, Medical Imaging applications and much much more.
210. Once the technologies were discovered Simon and Eliot formed companies and secured Intellectual Properties through LEWIN and PROSKAUER, raised seed capital from H. Wayne Huizenga, Crossbow Ventures and many other seed investors, had a Private Placement with Wachovia and already had Goldman Sachs referring clients and getting the companies ready for an IPO that some claimed would make the companies larger than Microsoft, as the IP would become the backbone technologies to virtually all digital imaging and video content creation and distribution software and hardware and more.

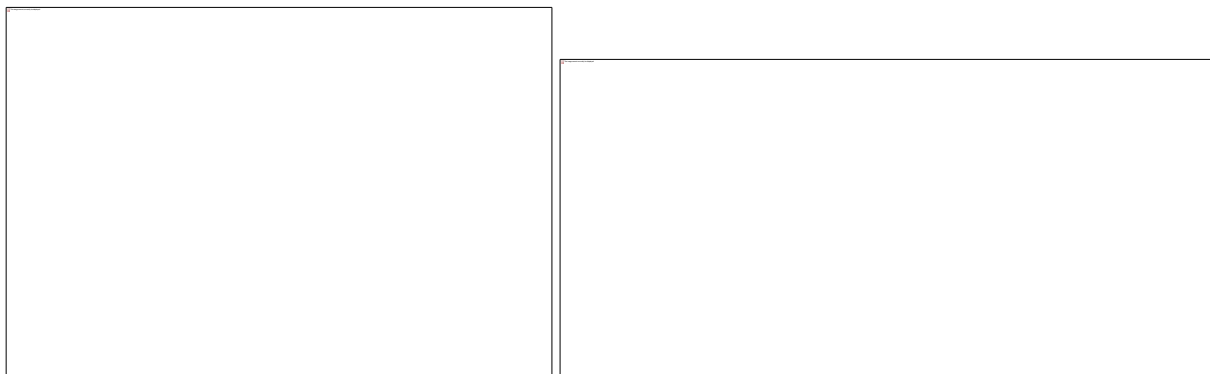
211. The “Iviewit” technologies were tested used and validated by leading engineers and companies including but not limited to Gerald Stanley of Real3d Inc., engineers at Lockheed Martin, the Intel Corporation, Silicon Graphics, Inc., AOLTW (America Online-Time Warner), Sony and Warner Bros., with the IP having been valued in the Billions to Trillions of dollars over the life of the IP.
212. Hundreds of signed Non-Disclosure Agreements, Licensing and Strategic Alliance Agreements were obtained on behalf of the technologies involving Fortune 500 companies, financial institutions and others such as Lockheed Martin, the Intel Corporation Inc., Goldman Sachs, Wachovia, JPM, Chase, IBM, AT&T, Warner Bros, Sony, Inc., Dell Inc, and many others, all currently and since that time using Inventor Bernstein’s Scaling Technologies IP without paying royalties to the true and proper inventors and violating their contracts.
213. The Internet would not have rich video or imaging and cable television would have 75% less channel bandwidth available without these technologies.
214. Simon L. Bernstein was a lifelong successful Life Insurance salesman growing many businesses and gaining substantial wealth during his lifetime, earning millions in income yearly such that he was a “Private Banking” client of leading US and International Banks, and he and his wife had a fully paid multi-million dollar home in Boca Raton, Fl, at the leading country golf club Saint Andrews and a fully paid multi-million dollar beachfront Condominium on Ocean Blvd. in Boca Raton, Fl. with their own private floor and elevator.
215. On or about 1997, Simon L. Bernstein an original seed capital investor in Counter Plaintiff’s novel technologies and IP, which later became known as the “Iviewit” technologies and Simon Bernstein became a 30 percent shareholder of company stock issued for operational and holding companies for the Intellectual Properties and 30 percent owner of the Intellectual Properties and

he also became the Chairman of the Board, all companies originally formed by PROSKAUER and accountant LEWIN.

216. PROSKAUER and LEWIN were both not only intimately involved in the “Iviewit” Company operations and were stockholders on gifts Eliot gave Proskauer and Lewin’s family, but further provided Estate and Family Planning advice to Simon who had now become a 30% shareholder in the Iviewit IP and Iviewit companies.

217. PROSKAUER prepared Wills, Trusts and other Estate Planning instruments for Simon and Shirley Bernstein while PROSKAUER was simultaneously acting as Counsel, including Intellectual Property Counsel for the Iviewit companies.

218. With the “Iviewit” Technologies having been valued by leading Experts in the billions of dollars by Proskauer referred technology companies, since on or about 2001 to the present, Eliot and his wife Candice and their minor children have experienced an ongoing pattern and practice of extortionate actions, threats, death threats so real as to include but not be limited to the car-bombing of the family mini-van in Boynton Beach, Florida on or about March 14, 2005.





219. This pattern of ongoing wrongful acts includes but is not limited to orchestrated actions to deny Eliot, Simon, the Iviewit shareholders and patent IP interest holders any monetization of the IP, deny Eliot from gaining any significant funds to pursue his IP interests, deny Eliot any now with the passing of his parents who were protecting Eliot and his family throughout this ordeal of his Inheritancy a substantial part of which was expressly designed with Simon Bernstein based upon the involvements with the Iviewit IP, and further cause massive financial harms, deny due process and procedure by subterfuging the courts with complex legal crimes, through conflict of interest after conflict by those in charge of the courts and deny and deprive Eliot and even his minor children from counsel.

220. This pattern of actions further includes but is not limited to fraudulent filings in various courts constituting not only Fraud upon the courts (including as alleged in this US District Court) but Fraud By the FL courts and where the legal machinery of the FL courts themselves have become part of the wrongful acts and criminal mechanism to deny fundamental rights and monies to Eliot and his immediate family and the Iviewit shareholders and IP interest holders.

221. Still further, the pattern and history of frauds includes but is not limited to documentary frauds, forged and fraudulent documents to the US Patent Office that have led to the suspension of the IP for several years by the Commissioner of Patents, forged/fraudulent documents to probate

courts and fraudulent documents sent to private institutional banking and trust companies, fraudulent creation of similarly named companies and similarly named IP in efforts to move the IP into other people's names, one patent attorney, Raymond Joao, who misrepresented himself with his partner Kenneth Rubenstein as being partners of PROSKAUER when actually at that time they were with Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. and where Joao put 90+ patents in his own name⁶⁶ and when this was discovered he left his law firm and went to work for New York Senator Dean Skelos' law firm Ruskin, Moscou, Evans & Faltischek and where Skelos and his son are currently on trial in NY with charges of corruption by US Attorney Preet Bharara), all combined to further the fraud and maintain control of the IP for the perpetrators.

222. Joao further worked after Iviewit with the now infamous Ponzi schemer Marc Stuart Dreier, sentenced to 20 years by the Department of Justice at the law firm Dreier & Barritz LLP.

223. The Perpetrators of the frauds alleged herein are primarily composed of criminals with law degrees acting in concert and Misusing the law while acting as Private and Public Attorneys at Law in their various capacities.

224. That the reason Eliot's complaints are full of Attorneys at Law and Judges is that the crimes alleged in both the Probate Court and those regarding the IP crimes are both sophisticated legal crimes that require a legal degree and bar association license to commit and involve misusing the Courts and Government Agencies to implement the crimes, Then to protect the alleged criminals from prosecution the victims are then further victimized through denial of due process and where legal process appears controlled by the criminals and infiltrate at will through conflicts and more, and finally claiming that because of their legal positions they are "immune" from their criminal and civil acts because they are acting as Attorneys at Law or Judges. Where

⁶⁶ April 22, 2002 Article Iviewit Patent Attorney Raymond Joao, Esq. has 90+ patents in his name <http://www.iviewit.tv/Joao%20Article%2090%20patents%20clean.pdf>

in fact it should be the opposite to protect the public and where those who violate their ethics should be charged with treble damages instead.

225. Since on or about 1999 Eliot has consistently and diligently reported criminal actions relating to the crimes committed against the Iviewit shareholders, investors, patent interest owners, himself and his family relating to their IP rights, crimes committed primarily by lawyers, to a host of federal, state and local authorities as well as international bodies.⁶⁷

226. This reporting and petitioning government entities of ongoing criminal actions and thefts of the IP includes a Feb. 2009 Petition to the Office of President Barack Obama, the White House Counsel's Office, US Attorney General's Office, White Collar crime units of the FBI as well as several petitions to the SEC in 2009⁶⁸.

227. One could say that greed was the motivating factor behind these IP crimes, "holy grail" and "priceless" evaluations from leading engineers worldwide, until one discovers that Christopher Wheeler (Proskauer), Brian G. Utley (IBM) and William Dick (Foley & Lardner and former IBM far eastern IP counsel) had secreted the fact that prior to joining the Iviewit companies they had worked together for a Florida philanthropist Monte Friedkin who had fired them all for attempting to steal intellectual properties from his company Diamond Turf Equipment Co, which he had to shutter and take a multimillion dollar loss after learning of their attempt to steal his IP. On the biography of Utley that Wheeler sold to the Iviewit board it stated that the company had went on to be a leader in Turf Equipment due to Utley's innovations instead. With this truth it became clear that a pattern and practice of IP theft was in play, nothing to do

⁶⁷ Investigation Master Chart @

<http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm>

⁶⁸ February 13, 2009 Letter to Hon. President Barack Hussein Obama re Iviewit @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090213%20FINAL%20SIGNED%20LETTER%20OBAMA%20TO%20ENJOIN%20US%20ATTORNEY%20FINGERED%20ORIGINAL%20MAIL%20L.pdf>

with Iviewit or greed, a well greased group of players who were perfecting their crimes, in fact, the alleged Iviewit thefts mirror the Diamond Turf attempt with Wheeler, Utley and Dick all involved in similar acts.

228. The veracity and truthfulness of Counter-Plaintiff's statements and reporting of these crimes and thefts has never been challenged by any Federal authority including but not limited to the US Secret Service, the Capitol Police, the US Marshall's Service, the FBI, the SEC, at least one Federal Judge and other related federal offices.
229. In 1999 it was learned that IP counsel, Joao from PROSKAUER and Meltzer Lippe Goldstein & Schlissel, tampered with Iviewit IP applications and was also putting Iviewit IP into his own name, while retained as counsel for the companies.
230. On or about 2000-2001 it was learned that the IP was fraudulently altered and that false inventors were inserted into various IP's, that there were similarly named yet different IP applications filed some entirely missing the invention process being patented and that the companies formed were duplicated as part of an elaborate shell game to move the IP out of the Iviewit shareholders ownership and into others hands.
231. As IP applications were seized from Brian Utley, who was acting as President / COO to Iviewit at the time, on referral from his friend Christopher Clarke Wheeler, Esq. at PROSKAUER and William Dick, Esq. his business associate and patent counsel for IBM who was new IP counsel hired by Iviewit to replace Joao who was caught putting IP in his name. Dick worked at FOLEY as of counsel.
232. It was then learned that the IP was in the wrong names, the assignees/owners were all wrong according to Harry I. Moatz, the Director of Enrollment and Discipline at the US Patent Office, which led to Moatz directing Eliot to file with the Commissioner of Patents allegations that

FRAUD UPON THE US PATENT OFFICE had occurred and seeking suspension of the IP while Moatz and an FBI Agent from West Palm Beach, FL were investigating the matters.

Suspensions were granted.

233. Warner Bros. finds different IP then Utley showed them and stated that their patent expert, Wayne Smith, Esq. had gone to the US Patent Office and what was on file did not capture the invention, nor is what Utley showed them when presenting them a Wachovia Private Placement and seeking investment funds.

234. Shortly after Eliot and his friend, co-inventor and investor and executive at the Iviewit companies, James Armstrong, seized the IP applications and information from Utley and Eliot went back to California where he was opening a new HQ office in the Warner Bros. Advanced Tech Building in Glendale and taking over their video operations. Eliot began preparing and filing federal and state complaints. Utley then came unannounced to California and levied death threats to Eliot claiming that he and his friends Wheeler of PROSKAUER, Dick of FOLEY et al. were very powerful and their law firms were too and that if Eliot disclosed the findings to the board or others he would have to watch his back and the backs of his wife and kids back in Boca. Eliot contacted the Rancho Palos Verdes Police and Long Beach, CA FBI office and reported the incident.

235. After a board meeting with certain board members including Simon, LEWIN, Donald Kane of Goldman Sachs, H. Hickman Powell of Crossbow Ventures/Alpine regarding the threats by Utley it was determined that Eliot should stay in LA and his wife and kids would leave Florida overnight until things could be sorted out in FL with Utley, PROSKAUER, FOLEY, Wheeler, Dick et al. and deal with the threats on Eliot's family lives that were made by Utley and reported to the proper authorities.

236. The result the Board members determined was to close the Boca Raton, Fl office and fire all the bad players involved, move Eliot's family overnight to California, in what was just being learned to be an attempt to steal the IP by Iviewit's attorneys at law hired to protect the IP.

237. Upon information and belief, LABARGA, is presently the Chief Judge of the Florida State Supreme Court.

238. On or about 2002-2003, LABARGA was a District Judge in Palm Beach County assigned to a "billing" lawsuit (undisclosed to the Iviewit shareholders, board members, executives and potential investors) brought by PROSKAUER after the PROSKAUER firm had done work for Eliot, Simon and the "Iviewit" companies and PROSKAUER gaining Confidential information about the "Iviewit" technologies and confidential information about their own clients and companies. This lawsuit was also not known to Wachovia who was doing a PPM at the time.

239. Upon information and belief, the source being actual and true Court pleadings filed with LABARGA by a Florida licensed and practicing attorney named Steven Selz, Esq. on or about 2003 factual pleadings were made in a Counter-Complaint filed by said attorney Selz against the PROSKAUER and FOLEY before LABARGA in the "billing" case seeking damages against PROSKAUER and claiming the value of the "Iviewit" technologies as \$10 Billion or greater as of that time in 2003 based upon review and statements of one Gerald Stanley, Engineer at Real 3d Inc.⁶⁹ and others.

240. These leading Engineers deemed the Iviewit Technologies and IP as "priceless".

241. Florida Licensed attorney Steven Selz pled in said Counter-Complaint against PROSKAUER in LABARGA's court as follows:

⁶⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint in Labarga Court - See Par. 29 <http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

“As a direct and proximate result of the actions of the Counter Defendant, Counter Plaintiffs have been damaged in a sum estimated to be greater than \$10,000,000,000.00, based on projections by Gerald Stanley, CEO of Real 3-D (a consortium of Lockheed, Silicone Graphics and Intel) as to the value of the technologies and their applications to current and future uses together with the loss of funding from Crossbow Ventures as a result of such conduct.” See Par. 29, Jan. 28, 2003

<http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

242. According to wikipedia,

“**Real3D, Inc.** was a maker of **arcade graphics boards**, a spin-off from **Lockheed Martin**. . . . The majority of Real3D was formed by research and engineering divisions originally part of **GE Aerospace**. Their experience traces its way back to the **Project Apollo** Visual Docking Simulator, the first full-color 3D computer generated image system.^[1],⁷⁰

243. Prior to the PROSKAUER “Billing” lawsuit before LABARGA, back in June 30, 1999, Gerald W. Stanley as Chairman, President and CEO of Real 3d, Inc., wrote to Simon Bernstein as CEO of Iviewit, Inc., opining favorably on the Iviewit technologies, yet documents start emerging by PROSKAUER partners and Brian Utley where the “Iviewit” company name is changed as licensing and partnership deals are being signed and finalized and where Timothy P. Donnelly, Director of Engineering of Real 3d Inc, even writes to PROSKAUER partner Chris Wheeler about providing Eliot an “original signature” on the agreement with Real3d.⁷¹

244. Just prior to this in on or about April 26, 1999 PROSKAUER Partner Christopher Wheeler wrote to counsel Richard Rosman, Esq. at Lewinter & Rosman law firm who was acting on behalf of Hassan Miah who was brought in by Sky Dylan Dayton, the CEO of Earthlink to evaluate the technologies as he was the leading expert in the field of digital video and imaging at the time who founded the Creative Artist Agency (CAA) / Intel Media lab, the first major

⁷⁰ Wikipedia Real 3D, Inc. <https://en.wikipedia.org/wiki/Real3D>

⁷¹ June 30, 1999 Real 3D Letter @

[http://www.iviewit.tv/CompanyDocs/Real%203D%20Opinion%20and%20Licensing%20Info.p
df](http://www.iviewit.tv/CompanyDocs/Real%203D%20Opinion%20and%20Licensing%20Info.pdf)

collaboration between Hollywood and Silicon Valley in the early days of the Internet whereby PROSKAUER Partner Wheeler not only indicates PROSKAUER is coordinating the corporate and intellectual property matters for Iviewit but also describes the Iviewit process as “novel” and “far superior to anything presently available with what they are familiar”⁷². Proskauer would later try and claim they did no IP work despite their IP partners billing for services rendered and more.

245. Hassan Miah was also CEO of Xing Technology Corporation and from and between 2002-2006 was managing Director of Media and Entertainment for the Intel Corporation.⁷³

246. Hassan Miah was one of the first Experts to declare the Iviewit technologies as “The Holy Grail of the Internet.”

247. On or about May 30, 1999, expert Hassan Miah was emailing Eliot saying the Iviewit project “is very exciting to me,” providing his home phone number to Eliot, being impressed with Ken Rubenstein of PROSKAUER (who was the sole patent evaluator for the MPEGLA LLC company and MPEG patent pooling scheme now controlled by PROSKAUER through Rubenstein) and indicating Hassan’s own company Xing was a licensee under the MPEG patent pool at the time⁷⁴.

⁷²April 22, 1999 Wheeler Letter to Richard Rosman, Esq. re Hassan Miah, <http://www.iviewit.tv/CompanyDocs/1999%2004%2026%20Wheeler%20Letter%20to%20Rosman%20re%20Rubenstein%20opinion.pdf>

⁷³ Hassan Miah LinkedIn <https://www.linkedin.com/in/hassanmiah>

⁷⁴ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose <http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

248. The Intel Corporation acquired Real 3d Inc. (Lockheed, SGI & Intel interests), in 1999 which was under NDA, licensing and other agreements with the Iviewit companies regarding the Iviewit technologies.⁷⁵

249. As referenced in the March 25, 2009 SEC complaint regarding Intel⁷⁶ and a massive accounting fraud which has now been specifically reported to the Philadelphia Office of the SEC that recently prosecuted SPALLINA and TESCHER in a separate case from this action but where SPALLINA and TESCHER are immersed in fraud and mis-accountings in this action:

“Not only did Intel later acquire in whole the R3D company which was intimately involved in the early phases of this matter and under signed agreements with my company, but specific members of Intel/ R3D staff were present during key meetings in the early phases and otherwise involved in these matters including but not limited to, Lawrence Palley (Director of Business Development @ Intel), Gerald W. Stanley (Chairman of the Board, President & Chief Executive Officer @ R3D a consortium of Intel, Lockheed and SGI), David Bolton (Corporate Counsel @ R3D & Lockheed Martin), Steven A. Behrens (Vice President and Chief Financial Officer @ R3D), Rosalie Bibona (Program Manager @ R3D), Timothy P. Connolly (Director, Engineering @ R3D), Richard Gentner (Director of Scalable Graphics Systems @ R3D), Connie Martin (Director, Software Development @ R3D), Diane H. Sabol (Director and Corporate Controller Finance & Administration @ R3D), Rob Kyanko (Intel), Michael Silver (@ ?), Ryan Huisman (@ R3D), Matt Johannsen (@ R3D), Hassan Miah (@ Intel), Dennis Goo (Manager, Digital Home Content for the Americas @ Intel), Rajeev Kapur (Chief of Staff, Enterprise Product Group @ Intel) and Kostas Katsohirakis (Business Development Manager @ Intel).

250. On or about June 1, 1999, Donald G. Kane (Managing Director) who worked at Goldman Sachs with LISA's husband, Jeffrey Friedstein and his father Sheldon Friedstein (Managing Director

⁷⁵ Wikipedia Real 3D, Inc.

<https://en.wikipedia.org/wiki/Real3D>

⁷⁶ March 25, 2009 Iviewit Intel SEC Complaint @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090325%20FINAL%20Intel%20SEC%20Complaint%20SIGNED2073.pdf>

at Goldman Sachs), was emailing to Eliot about setting up a Royalty Agreement for Eliot and his family giving a “***priority return ahead of other shareholders.***”⁷⁷ (emphasis added).

251. By the summer of 2000, Christopher Clarke Wheeler, Esq. a Partner at PROSKAUER, authors a Marketing letter showing the broad value of the Iviewit technologies and the ability to profit from same as 2.5% Shareholders together with a Representative Client List of Proskauer that can benefit from the Iviewit technologies including but not limited to AT&T, ABC, Inc., NBC, CBS, the NBA, NHL, Citibank, Columbia Pictures, Inc., Bear Stearns, HBO, Time Warner, The Chase Manhattan Bank, JPM, MGM, Oppenheimer and many others.

252. PROSKAUER Partner Wheeler goes on to say as follows in his letter:

Dear Colleagues,

As a firm, we are in a unique position to impact the effectiveness of the Internet and to profit from the same. The firm of iviewit.com, Inc. is one of my clients and Proskauer, Rose, LLP. is a 2.5% shareholder. I have worked closely with iviewit, for the past 18 months, establishing and fine-tuning their corporate structure. My objective with this letter is to introduce you to this forward-thinking company and to ask for your support and assistance. The Internet is quickly evolving from a text-based medium that users have been forced to read, into a multimedia platform that users can begin to experience. The importance that this evolution has to e-commerce has been likened to the impact felt by television when it was embraced as a marketing and communications tool. iviewit’s intellectual property positions them as a leader in the streaming video, streaming audio and virtual imaging online markets. Their technologies have broad ranging applications for many different industries including: entertainment, auctions, education, healthcare and retail. Because of the extensive applicability of iviewit’s products, the vast majority of Proskauer’s client relationships represent potential clients for iviewit. Please join me as I endeavor to introduce my clients to iviewit and, in the process, help those clients to gain a competitive advantage through the utilization of iviewit’s technologies. Please contact me with any opportunities that you identify and I will arrange an introduction to a member of iviewit’s management team. I have enclosed a descriptive flyer from iviewit and a multimedia CD-ROM that will serve as an introduction to iviewit. Additional information can be found at their website,

⁷⁷ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose

<http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

www.iviewit.com. Thank you for your time and attention. I look forward to working together to help this valued client and to further enhance the value of our equity position in iviewit.

Sincerely,
Christopher C. Wheeler⁷⁸

253. According to this PROSKAUER Partner Chris Wheeler letter of 2000, PROSKAUER was already representing OPPENHEIMER and JPM as of 2000 while representing Eliot, Simon Bernstein and the Iviewit companies with OPPENHEIMER and JPM being NDA signers and then later being just two of the places where Simon and Shirley Bernstein's wealth was placed.

254. Upon information and belief, history shows that attempted murder such as the car bombing of Eliot's family minivan in Boynton Beach, Florida and possible murder such as the possible murder of his father Simon Bernstein, as alleged by Theodore Bernstein on the day of Simon's death, have been carried out for far less than a 30% Interest in the IP and Technologies valued at least at \$10 Billion or more by leading experts back in 2003.

255. As indicated, Eliot's father, Simon Bernstein was a 30% shareholder in the Iviewit Intellectual Properties and companies formed, with PROSKAUER centrally involved in the drafting and planning of said companies, drafting and filing of intellectual properties, distributing stock to various shareholders and drafting and executing dispositive estate and trust documents regarding Simon and Shirley Bernstein's Estate planning.

256. Estate planning with PROSKAUER was done by both Simon and Eliot in direct preparation of an Initial Public Offering to be done by Goldman Sachs through an advisor to the company and shareholder, Donald Kane who was a Managing Director at Goldman Sachs & Co. The IPO was to follow a Wachovia Private Placement and the estate and trust work done by

⁷⁸ July 22, 2000 - Christopher Wheeler Letter to All Proskauer Partners Re Iviewit Techs @ <http://www.iviewit.tv/CompanyDocs/Armstrong%20Wheeler%20Client%20letter%20with%20highlights.pdf>

PROSKAUER was to transfer interests in the Iviewit companies prior to their growth in Eliot and Simon's estates, to their children's estates to avoid having to transfer them later and suffer the estate taxes on the growth of the stock.

257. These estate plans were executed and then later revoked by both Simon and Eliot, once it was alleged that PROSKAUER was involved in frauds against the companies and shareholders and PROSKAUER was TERMINATED as counsel.

258. Yet, somehow, just like this original Insurance litigation in Illinois where litigation is filed by Trustees that change overnight from SPALLINA to TED and the Trust remains to this day missing with NO executed copies put forth and drafts found months after the lawsuit was instigated that appear without any identification of who the draftee is and have no legal force and even the Insurance contracts and policies underlying the claims in this Breach of Contract lawsuit are missing (not even the insurers have put forth a bona fide copy) and critical business documents are missing that any Insurer and Estate planner would have to legally maintain and likewise records from PROSKAUER, FOLEY and other involved Estate planners involving Simon and Shirley Bernstein are allegedly all "missing" as well and where finally evidence of Fraud has been now proven and further alleged regarding the dispositive documents and other crimes have been reported ranging from Extortion to TED's claim on the day his father died that he was poisoned.

259. Back in 2003, LABARGA, however, never afforded Eliot and the Iviewit companies the due process opportunity to be heard on their Counter-Complaint, and instead denied the Counter-Complaint altogether. In a bizarre twist at a scheduled Trial Eliot and counsel showed up to an empty courtroom of Labarga and at the trial rescheduling Labarga dismissed two law firms representing the Iviewit companies simultaneously on Petitions for Withdrawal whereby both

law firms, Steven Selz PA and Schiffrin and Barroway both claimed the other would be representing the Iviewit companies at trial and then both walked out, one after the other and left the Iviewit companies without counsel. Approximately 45 days later Labarga ruled a default for the company's failure to retain replacement counsel.

260. Yet upon information and belief, LABARGA also never sanctioned nor reported attorney Selz for misconduct or frivolity in making this factual allegation regarding the value of the Iviewit technologies.

261. One of the wrongful “tactics” employed by various Counter-Defendants and Third-Party Defendants in the recent years against Eliot in and out of the Courtroom has been to question his sanity and ability care for his own children by attacking his claims regarding the car bombing of his family minivan and claims about the value of Iviewit IP, yet even Florida Licensed attorney Steven Selz who was representing Plaintiff at the time before LABARGA in 2003 himself filed a factual pleading stating,

“That PROSKAUER billed IVIEWIT for legal services related to corporate, patent, trademark and other work in a sum of approximately \$800,000.00” and further “ That based on the over-billing by PROSKAUER, IVIEWIT paid a sum in of approximately \$500,000.00 plus together with a 2.5% interest in IVIEWIT, which sums and interest in IVIEWIT was received and accepted by PROSKAUER.”

262. See, Paragraphs 24 and 27 of 2003 filed and proposed Counter-Complaint filed by attorney Selz in the LABARGA/PROSKAUER billing lawsuit, again this Counter-Complaint never being heard by LABARGA.⁷⁹

263. Then immediately following Selz, LABARGA then heard a Withdrawal as Counsel motion filed by Schiffrin & Barroway that claimed that another law firm, Selz would be representing the Iviewit companies and LABARGA approved this withdrawal knowing he had moments

⁷⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

earlier let Selz out as counsel and then calling Eliot to the stand to advise him that the Iviewit companies no longer had counsel and Eliot, a non party to the action would have to obtain new counsel in a short period of time or else default, thus denying counsel to Eliot and the proper Iviewit interests under fraudulent circumstances by the machinery of the Courts as continues to today.

264. Eliot was unable to reach either Selz or Schiffrin & Barroway to obtain court files and records during the period he had to obtain new counsel and finally after showing up to Selz's offices unannounced was able to recover some of the files and where Eliot attempted to get more time from LABARGA who refused.

265. When Eliot could not get counsel in time, LABARGA ruled against the Iviewit companies and issued a default.

266. Later it would be learned that many of the companies sued by Proskauer in their billing lawsuit, who did not have retainers with the Iviewit companies, where duplicated companies involved in an attempt to move IP out of the companies and inventors hands and into the hands of improper fraudulent inventors.

267. Thus, while various Counter-Defendants and Third-Party Defendants may simply wrongfully claim "Iviewit" was a failed dot.com, it only raises substantial questions as to why PROSKAUER would "Bill" close to \$1 million, take a 2.5 percent interest in royalties and stock in the Iviewit companies, file numerous Intellectual Properties (Patents, Trademarks, Copyrights and Tradeseecrets, worldwide), recruit their clients to sign agreements with Iviewit, issue Stock to Shareholders of numerous companies and do exhaustive Estate planning for Simon, Shirley and Eliot Bernstein including protecting Simon's 30% interest and Eliot's 70% interest in the IP at that time.

268. As part of the same practice and pattern which continues in the Estate proceedings of Shirley and Simon Bernstein and the Insurance litigation in this Illinois federal district court, PROSKAUER schemed in 2001 to tortiously interfere with business relationships and financial relationships that would benefit Eliot and advance the technologies by interfering with a financing deal going on with Warner Bros. / AOL at the time which would have brought \$10-\$20 Million in capital to the Iviewit companies which had already began a licensing and operational agreement with them.

269. Florida licensed attorney Selz filed a specific counter-complaint against PROSKAUER in the "billing lawsuit" being heard by LABARGA who denied hearing the Countercomplaint which alleged as follows:

"COUNT IV- TORTIOUS INTERFERENCE WITH AN ADVANTAGEOUS BUSINESS RELATIONSHIP

This is an action for tortious interference with an advantageous business relationship within the jurisdiction of this Court.

Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs I through 30 as if fully set forth herein.

Counter Plaintiff was engaged in negotiations of technology agreements with both Warner Bros. and AOLTime-Warner as to the possible use of the Technologies of the Counter Plaintiffs and investment in Counter Plaintiffs as a strategic partner.

That despite the prior representations of RUBENSTEIN, at a meeting held on or about November 1, 2000, by and between UTLEY, RUBENSTEIN and representatives of Warner Bros. as to the Technology of IVIEWIT and the efficacy, novelty and unique methodology of the Technology, RUBENSTEIN refused to subsequently make the same statements to representatives of AOL and Warner Bros., taking the position that since Warner Bros./AOL is "now a big client of Proskauer, I can't comment on the technologies of Iviewit." or words to that effect in response to inquiry from Warner Brother/AOL's counsel as to the status and condition of the pending patents on the intellectual property.

That RUBENSTEIN, having served as an advisor to the Board of Directors for IVIEWIT, was aware of the fact that at the time of the making of the statements set forth in Paragraph 50, above, IVIEWIT was in the midst of negotiations with

AOL/Warner Bros. as to the possible funding of the operations of IVIEWIT in and sum of between \$10,000,000.00 and \$20,000,000.00.

Further, RUBENSTEIN as a partner of PROSKAUER, and despite his clear prior actions in representing the interests of IVIEWIT, refused to answer questions as to the enforcement of the Technology of IVIEWIT, with the intent and knowledge that such refusal would lead to the cessation of the business relationship by and between IVIEWIT and Warner Bros./AOL and other clients familiar with the Warner Bros./AOL technology group then in negotiations with IVIEWIT, including, but not limited to Sony Corporation, Paramount, MGM and Fox.

That the actions of RUBENSTEIN were and constituted an intentional and unjustified interference with the relationship by and between IVIEWIT and Warner Bros./AOL designed to harm such relationship and further motivated by the attempts to "cover-up" the conflict of interest in PROSKAUER's representation of both IVIEWIT and Warner Bros./AOL.

That indeed, as a direct and proximate result of the conduct of RUBENSTEIN, Warner Bros./AOL ceased business relations with IVIEWIT to the damage and detriment of Counter Plaintiffs.⁸⁰

270. Yet somehow PROSKAUER and FOLEY being powerful international law firms have virtually no records of the Estate Planning work done or IP work done for Simon Bernstein nor did TESCHER and SPALLINA allegedly obtain this prior work from PROSKAUER or FOLEY or Attorney at Law Steven Greenwald, Esq. of Florida before embarking on similar Estate Planning work for Simon and Shirley Bernstein. Especially where Simon believed the IP to the largest assets of his estate requiring special Estate planning from the outset for the IP.

271. Yet, TESCHER and SPALLINA had a public relationship with PROSKAUER in the Boca Raton, Florida community being hosted at Bar events and similar events.⁸¹ TESCHER and SPALLINA directly know and are close friends with PROSKAUER Partner GORTZ of the

⁸⁰ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

⁸¹ March 27, 2012 Jewish Federation Mitzvah Society - Proskauer, Tescher & Spallina @ http://jewishboca.org/departments/foundation/pac/caring_estate_planning_professionals_to_honor_donald_r_tescher_esq_at_mitzvah_society_reception_on_march_27/

PROSKAUER Boca Raton Office in Florida who was the first lawyer that accountant Third Party Defendant LEWIN introduced Simon and Eliot too to seek IP protection.

272. GORTZ of PROSKAUER was directly involved in the Iviewit matters and Bernstein Estate matters dating back to 1998, and in fact he was the first person that LEWIN took the technologies to for IP protection for the benefit of Eliot and Simon Bernstein.

273. In the original underlying Illinois life insurance litigation herein, SPALLINA was in communication with GORTZ of PROSKAUER. See email dated February 18, 2013 from SPALLINA to Eliot's children's counsel Christine Yates from SPALLINA TESCHER PRODUCTION Bates No. TS004461-TS004463.

274. This pattern of established law firms involved in the technologies failing basic record keeping for client files like PROSKAUER and FOLEY allegedly not having important Estate and related records like the missing Trusts and Insurance policies in the underlying original action is further support for a preliminary injunction at this time.

275. Eliot, members of the board, investors, prospective investors and management of Iviewit first learned of this "billing" lawsuit by PROSKAUER in Palm Beach County while in the middle of Financing negotiations for the Iviewit companies with Warner Bros. (AOL-Time Warner) for approximately a \$10 to \$20 Million Capital infusion for the Iviewit companies while other financing activities were underway with a Private Placement Memorandum through Wachovia bank.

276. Eliot had already opened a new Iviewit HQ inside the Warner Advanced Technology building on Brand in Glendale, Ca. and had taken over encoding of all Internet content creation of their digital video library and had revenue and royalty contracts signed.

277. Eliot also learned at the same time that an “Involuntary Bankruptcy” had been filed in Florida against companies similarly named to “Iviewit” companies being filed by Brian G. Utley, Real3D, Inc./Intel/RYSO, Michael Reale and Raymond Hersh the CFO⁸².
278. Eliot also learned on or about the same time from a Arthur Andersen audit conducted on behalf of Crossbow Ventures, the largest investor at that time in the IP, that two similarly named companies, Iviewit Holdings existed with only one set of books available.
279. Raymond Hersh claimed that LEWIN’s daughter, Erika Lewin, the in-house accountant at Iviewit was accused of misleading the Andersen auditors in her representation of the corporate structures put together by LEWIN and PROSKAUER. Andersen was suddenly removed from the audit and replaced by Ernst & Young on a referral from LEWIN to complete the audit for Crossbow.
280. ELIOT also learned on or about the same time that the Iviewit companies President and Chief Operating Officer, a one Brian G. Utley, had in his possession a second set of almost identical Intellectual Property applications and one set had different inventors, including Utley as sole inventor on critical imaging IP such as “Zoom and Pan on a Digital Camera” which was invented by Eliot and others almost a year before even hiring Utley, where Utley lists himself as the sole (soulless) inventor.
281. Eliot also learned on or about the same time more information that Joao who represented himself as a Proskauer Partner when in fact he was not, had put over 90 patents in his name, many with of the Iviewit IP technologies at the heart of them and taken from business plans and other IP related materials JOAO accessed as IP Counsel. Later it would be learned that Joao left PROSKAUER/MELTZER LIPPE GOLDSTEIN & SCHLISSEL to work for Ruskin,

⁸² Iviewit Involuntary Bankruptcy Files @ <http://iviewit.tv/CompanyDocs/Utley%20Reale%20Hersh%20RYSO%20Bankruptcy%20nonsense.pdf>

Moscou, Evans & Faltischek where Dean Skelos the New York Senator currently in ongoing corruption proceedings and convicted on all counts against him, putting up a defense of business as usual, which failed to vindicate him.

282. That it is also learned that Joao later goes to the law firm of Dreier & Barritz LLP, where the now infamous attorney Marc Drier was sentenced in a “Ponzi” scheme thereafter.

283. Eliot also learned on or about the same time that the Intellectual Properties represented by Utleby to potential investors, investors and the financial institutions funding the Iviewit companies and those raising funds were not the ones that actually were filed with the US Patent Office.

284. This exposure of the Intellectual Property crimes that were committed to the authorities and others began a terroristic mob style pattern and practice of orchestrated schemes to harm and potentially murder Eliot and his family by primarily lawyers, to deny him monetization of his inventions, deny him access to capital and even basic access to counsel to pursue his rights and claims and a full blunt force denial of due process in the courts and state and federal agencies through a series of conflicts of interests with the attorneys at law infiltrating and interfering improperly in virtually all of Eliot’s legal actions, as they do name very large law firms, legislators, judges and prosecutors as the perpetrators of the IP thefts as filed in his RICO and ANTITRUST lawsuit.

285. This same pattern and practice continues to this day in both Florida Trust and Estate cases and this Illinois insurance litigation which should be viewed by this Court as nothing but a furtherance of a scheme to secret away monies and assets and deny any basic funds or monies to Plaintiff and his family literally to the point of basic survival as Plaintiff has been; a) forced on govt. Food Stamps to feed his 3 minor children who were supposed to be protected and provided for in Simon and Shirley’s Estate planning WITHOUT INTERRUPTION; b) had

home Security systems cut off; c) electric shut off and repeatedly threatened with shut off; d) homeowners insurance lapsed; e) health insurance lapsed, and other acts to deprive Counter Plaintiff of income and more.

286. That after the death of his father Simon Eliot and his family's worlds were literally blown apart financially, when the funds that were supposed to flow to Eliot and his family to protect them were intentionally and with scienter cut off, their kids were ripped from private school on the second day of classes and where the tuitions were funded by Simon and Shirley while living and despite a COLIN court order to pay the tuitions to keep them in school, TED and his counsel ROSE failed to comply and COLIN upon learning of this catastrophe did nothing despite claiming he was very upset and would deal with it shortly.

287. That due to TED'S allegation that his father was murdered via poisoning Eliot and his family live in fear that this may be true, especially after an autopsy done a year or more after Simon's death revealed elevated (beyond reportable levels in some instances) heavy metal toxins, including Arsenic and Cadmium.

288. Simon and Shirley Bernstein in fact while living set up for Eliot through special planning efforts exclusively for Eliot and his family's protection, vehicles designed and funded while living that provided income and security, including a paid for home and expenses for the home and family paid monthly all this careful planning for Eliot and his family resulting from the very real efforts to harm Eliot and his family, especially after viewing the car bombing and learning of death threats against their son and his family.

289. That the probate crimes not only shut down all Eliot's family income streams but further TED, TESCHER and SPALLINA then shut down a company that Simon had invested in, Telenet

Systems, LLC, that provided income to both Eliot and his lovely wife Candice at the time of Simon's death.

290. Without any income from the point of Simon's death to now, as income for the family at Simon's death was to be continued through the Estates and Trusts and other vehicles set up for Eliot and his family such as his Telenet interest and where the crimes were directly intended to leave Eliot and his family instead homeless and denied of their inheritancy with scienter and further bury the Iviewit stock and IP held by Simon and defeat the careful estate plans SPALLINA and TESCHER and others were contracted to protect.
291. That it is alleged that the probate crimes were orchestrated in advance of Simon's death when Simon refused to make changes to the plans of he and Shirley and never did so while living and so fraudulent documents were submitted to Courts and others to make it appear that Simon had changed he and his wife's estate plans and allow TESCHER, SPALLINA and TED to seize Dominion and Control of the Estates and Trusts through FRAUD and begin looting of the assets with impunity with the cover and aid of the state court actors, all acting outside the color of law.
292. That Shirley's Trust was changed admittedly by SPALLINA Post Mortem and it is alleged this fraud was in order to execute a scheme to not only change beneficiaries illegally but more importantly to take fiduciary and legal control of the Estates and Trusts to enable them to steal off with the assets and convert funds to improper parties, all the while failing to provide legally required accountings and document transparency to beneficiaries and again through these crimes leave Eliot and his family with virtually nothing since the time of Simon's death.
293. As this Court is or should be aware, Eliot and his minor children were not even named as Necessary parties to this original Illinois insurance litigation even though all original parties

knew and should have known Eliot and his children were beneficiaries with interests in the case including Attorneys at Law and Fiduciaries TESCHER, SPALLINA and TED e.

SPALLINA ADMITS NEW STATE AND FEDERAL CRIMES AT A “VALIDITY HEARING” BEFORE JUDGE PHILLIPS INCLUDING NEW ADMISSIONS OF FRAUD ON THE COURT AND MORE AND VIOLATES A CONSENT ORDER HE IS UNDER WITH THE SEC

294. On or about September 28, 2015, the SEC out of Washington, DC publicly announced Insider Trading and related charges in a separate action against Florida attorneys and Third-Party Defendants herein SPALLINA and TESCHER.

295. That SPALLINA pled guilty of criminal misconduct and the SEC Consent signed by SPALLINA states,

“2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the “Criminal Action”).”

296. Yet, in a December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA stated the following from the hearing transcript Page 93 Lines 14-22⁸³;

14 · · · · · THE COURT:· You can answer the question, which
15 · · · · · is, did you plead to a felony?
16 · · · · · MR. BERNSTEIN:· Sorry, sir.
17 · · · · · THE WITNESS:· I have not.
18 · · · · · THE COURT:· Okay.· Next question.
19 · BY MR. BERNSTEIN:
20 · · · · Q.· Have you pled guilty to a misdemeanor?
21 · · · · A.· I have not.
22 · · · · Q.· Were you involved in a insider trading case?
23 · · · · · MR. ROSE:· Objection.· Relevance.

⁸³ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

24 · · · · · THE COURT: Sustained. Next question.

297. Further, in the SEC Consent signed by SPALLINA reads,

“12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523. that the allegations in the complaint are true...”

298. SPALLINA further states under sworn testimony at the Validity Hearing regarding the trust documents he created being valid admits to fraudulently altering a Shirley Trust Document and sending to Attorney at Law Christine Yates, Esq. representing the minor children of Eliot via the mail,

Page 95 Lines 14-25 and Page 96 Line 1-19,

14 · · · Q · Mr. Spallina, have you been in discussion with
15 · the Palm Beach County Sheriff's Office regarding the
16 · Bernstein matters?

17 · · · · · MR. ROSE: Objection. Relevance.

18 · · · · · THE COURT: Overruled.

19 · · · · · You can answer that.

20 · · · · · THE WITNESS: Yes, I have.

21 · BY MR. BERNSTEIN:

22 · · · Q · And did you state to them that you
23 · fraudulently altered a Shirley trust document and then
24 · sent it through the mail to Christine Yates?

25 · · · A · Yes, I did.

·1 · · · Q · Have you been charged with that by the Palm
·2 · Beach County Sheriff yet?

·3· . . . A. · No, I have not.
·4· . . . Q. · Okay. · How many times were you interviewed by
·5· · the Palm Beach County Sheriff?
·6· MR. ROSE: · Objection. · Relevance.
·7· THE COURT: · Sustained.
8 · BY MR. BERNSTEIN:
·9· . . . Q. · Did you mail a fraudulently signed document to
10 · Christine Yates, the attorney for Eliot Bernstein's
11 · minor children?
12 · MR. ROSE: · Objection. · Relevance.
13 · THE COURT: · Overruled.
14 · THE WITNESS: · Yes.
15 · BY MR. BERNSTEIN:
16 · . . . Q. · And when did you acknowledge that to the
17 · courts or anybody else? · When's the first time you came
18 · about and acknowledged that you had committed a fraud?
19 · . . . A. · I don't know that I did do that.

299. Further, SPALLINA perjures himself in self contradiction when he tries to claim that his law firm did not mail Fraudulent documents to the court and commit further FRAUD ON THE COURT and then slips up and admits that they sent the fraudulent documents back to the court when he states;

10 · BY MR. BERNSTEIN:
11 · . . . Q. · And what was she convicted for?
12 · . . . A. · She had notarized the waiver releases of
13 · accounting that you and your siblings had previously
14 · provided, and we filed those with the court.
15 · . . . Q. · We filed those with the court.
16 · Your law firm submitted fraudulent documents
17 · to the court?
18 · . . . A. · No. · We filed -- we filed your original
19 · documents with the court that were not notarized, and
20 · the court had sent them back.
21 · . . . Q. · And then what happened?
22 · . . . A. · And then Kimberly forged the signatures and
23 · notarized those signatures and sent them back.

300. That not only does SPALLINA admit to Felony criminal that have not yet been investigated but admits that his office members are also involved in proven Fraudulent Creation of a Shirley Trust and where MORAN has already admitted six counts of forgery for six separate parties

(including for a deceased Simon and one for Eliot) and fraudulent notarizations of such documents. Spallina states in the hearing Pages 102-103,

102

20 · · · · · MR. BERNSTEIN: · Sure.

21 · BY MR. BERNSTEIN:

22 · · · · · Q · You've testified here about Kimberly Moran.

23 · · · · · Can you describe your relationship with her?

24 · · · · · A · She's been our long-time assistant in the

25 · office.

103

·1 · · · · · Q · Was she convicted of felony fraudulent

·2 · notarization in the Estate of Shirley Bernstein?

·3 · · · · · MR. ROSE: · Objection. · Relevance.

·4 · · · · · THE COURT: · Overruled.

·5 · · · · · You're asking if she was convicted of a felony

·6 · with respect to the Estate of Shirley Bernstein?

·7 · · · · · You can answer the question.

·8 · · · · · MR. BERNSTEIN: · Correct.

·9 · · · · · THE WITNESS: · I believe she was.

301. SPALLINA then claims that it is standard practice for he and his clients to sign sworn Final Waivers under penalty of perjury with knowingly and irrefutably false statements. Then SPALLINA had a deceased Simon file that alleged sworn document with the Court as Personal Representative on a date after his death while acting as Personal Representative as part of a Fraud on the Court and Fraud on the Beneficiaries and Interested Parties. SPALLINA states in testimony as follows,

Pages 108-110

17 · · · · · Q · Okay · Are you aware of an April 9th full

18 · waiver that was allegedly signed by Simon and you?

19 · · · · · A · Yeah · That was the waiver that he had signed.

20 · And then in the May meeting, we discussed the five of

21 · you, all the children, getting back the waivers of the

22 · accountings.

23 · · · · · Q · Okay · And in that April 9th full waiver you

24 · used to close my mother's estate, does Simon state that

25 · he has all the waivers from all of the parties?

·1 · · · · · A · He does · We sent out -- he signed that, and

·2· ·we sent out the waivers to all of you.
·3· · . . . Q. ·Okay. · So on April 9th of 2012, Simon signed,
·4· ·with your presence, because your signature's on the
·5· ·document, a document stating he had all the waivers in
·6· ·his possession from all of his children.
·7· · Had you sent the waivers out yet as of
·8· ·April 9th?

· . . .

20· ·BY MR. BERNSTEIN:

21· · . . . Q. ·April 9th, 2012, you have a signed full waiver
22· ·of Simon's that says that he is in possession of all of
23· ·the signed waivers of all of the parties?
24· · . . . A. ·Standard operating procedure, to have him
25· ·sign, and then to send out the documents to the kids.

· . . .

·1· · . . . Q. ·Was Simon in possession -- because it's a
·2· ·sworn statement of Simon saying, I have possession of
·3· ·these waivers of my children on today, April 9th,
·4· ·correct, the day you two signed that?

·5· · Okay. · So if you hadn't sent out the waivers
·6· ·yet to the --

·7· · . . . A. ·I'm not certain when the waivers were sent
·8· ·out.

·9· · . . . Q. ·Were they sent out after the --

10· · . . . A. ·I did not send them out.

11· · . . . Q. ·Okay. · More importantly, when did you receive
12· ·those? · Was it before April 9th or on April 9th?

13· · . . . A. ·We didn't receive the first one until May.

14· ·And it was your waiver that we received.

15· · . . . Q. ·So how did you allow Simon, as his attorney,
16· ·to sign a sworn statement saying he had possession of
17· ·all of the waivers in April if you didn't get mine 'til
18· ·May?

19· · MR. ROSE:· Objection. · I think it's relevance
20· · . . . and cumulative. · He's already answered.

21· · THE COURT:· What's the relevance?

22· · MR. BERNSTEIN:· Oh, this is very relevant.

23· · THE COURT:· What is the relevance on the issue
24· · . . . that I have to rule on today?

25· · MR. BERNSTEIN:· On the validity? · Well, it's
1· · . . . relevant. · If any of these documents are relevant,
·2· · . . . this is important if it's a fraud.

·3· · THE COURT:· I'll sustain the objection.

·4· · MR. BERNSTEIN:· Okay. · Can I -- okay.

·5· ·BY MR. BERNSTEIN:

·6· · . . . Q. ·When did you get -- did you get back prior to

·7· ·Simon's death all the waivers from all the children?
·8· · . . . A. ·No, we did not.
·9· · . . . Q. ·So in Simon's April 9th document where he
10· says, he, Simon, on April 9th has all the waivers from
11· his children while he's alive, and you didn't even get
12· one 'til after he passed from one of his children, how
13· could that be a true statement?
14· · . . . MR. ROSE: ·Objection. ·Relevance. ·Cumulative.
15· · . . . THE COURT: ·Sustained.

302. SPALLINA also perjures himself under sworn oath at the hearing when testifying to the status of his Florida Bar license, which at this time he is listed as “ineligible⁸⁴” to practice law in the state of Florida, when he states in the December 15, 2015 hearing,

Page 91

7· ·BY MR. BERNSTEIN:
·8· · . . . Q. ·Mr. Spallina, you were called today to provide
·9· some expert testimony, correct, on the --
10· · . . . A. ·No, I was not.
11· · . . . Q. ·Oh, okay. ·You're just going based on your
12· doing the work as Simon Bernstein's attorney and Shirley
13· Bernstein's attorney?
14· · . . . A. ·Yes.
15· · . . . Q. ·Okay. ·Are you still an attorney today?
16· · . . . A. ·I am not practicing.
17· · . . . Q. ·Can you give us the circumstances regarding
18· that?
19· · . . . A. ·I withdrew from my firm.

Pages 120-121

19· ·BY MR. BERNSTEIN:
20· · . . . Q. ·Did you -- are you a member of the Florida
21· Bar?
22· · . . . A. ·Yes, I am.
23· · . . . Q. ·Currently?
24· · . . . A. ·Yes, I am.
25· · . . . Q. ·Okay. ·You said before you surrendered your
·1· license.
·2· · . . . A. ·I said I withdrew from my firm. ·It wasn't

⁸⁴ Florida Bar Robert Spallina Ineligible to Practice Law
https://www.floridabar.org/wps/portal/flbar/home/attyssearch/mprofile!/ut/p/a1/jc_LDolwEAXQT-ptHRaWo6mkRazxgdCNYUWaKLowfr_42LioOrtJzs3cYZ41zA_dLftdNZyH7vjYvTxACM3dBrawxEHIOI3ZggSEHEE7girnXJMMNktoDIOr2qgtF7RM_8sjMoRf-T3zn8RJNQO5BXKtp0AxeYNIRTj-HTx_eJ2ll7ycdg2C6e8_WXgh/dl5/d5/L2dBISEvZ0FBIS9nQSEh/?flag=Y&mid=497381

·3· that I was not practicing.

303. Spallina further Perjures his testimony when asked if the Fraudulent Shirley Trust he created by Post Mortem fraudulently altering a Shirley Amendment and disseminated through the mail attempted to change the beneficiaries of the Shirley Trust and he answered no. Yet, the following analysis shows different;

22· BY MR. BERNSTEIN:

23· · · · Q· Did the fraudulently altered document change

24· the beneficiaries that were listed in Shirley's trust?

25· · · · A· They did not.

304. Now comparing the language in the two documents the Court can see that this statement is

wholly untrue. From the alleged Shirley Trust document,

“Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), **and their respective lineal descendants** shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL !ANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.”⁸⁵

305. Then the language from the fraudulent amendment states;

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM '), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM

⁸⁵ Shirley Trust Page 7

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendment%202.pdf>

shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder.⁸⁶"

306. Clearly the fraudulent amendment attempts to remove from the predeceased language TED and PAMELA's lineal descendants from being excluded by removing them from the original trust language through a fraudulent amendment as being considered predeceased and thus change the beneficiaries of the Shirley Trust and this perjury changed the outcome of the validity hearing adding cause for a rehearing and voiding the Order that resulted, which was already void and of no effect since Judge Phillips should have already voluntarily mandatorily disqualified himself from the proceedings prior to holding hearings.

307. That in relation to this very case before the Federal Court in SPALLINA's testimony under oath at the Validity Hearing SPALLINA states,

Pages 154-55

20 · BY MR. BERNSTEIN:

21 · . . . Q. · You referenced an insurance policy earlier,
22 · life insurance policy, that you said you never saw; is
23 · that correct?

24 · . . . A. · Yes.

25 · . . . Q. · And was that part of the estate plans?

1 · . . . A. · We never did any planning with that. · That was
· 2 · an insurance policy that your father had taken out
· 3 · 30 years before. · He had created a trust in 1995 for
· 4 · that. · That was not a part of any of the planning that
· 5 · we did for him.

· 6 · . . . Q. · Did you file a death benefit claim on behalf
· 7 · of that policy?

· 8 · MR. ROSE: · Objection. · Relevancy.

· 9 · THE COURT: · Sustained.

308. This statement of SPALLINA's that he had nothing to do with the "planning with that" makes his actions in the insurance matters before this Court questionable, as if he had nothing to do

⁸⁶ Spallina Fraudulent Shirley Trust Page 30

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendment%202.pdf>

with the planning of the policy and the lost and missing trust involved in this action alleged to be the beneficiary, how in the world did Spallina file an insurance death benefit claim⁸⁷ for the policy benefits acting and signing as the claimant on the policy, in the fiduciary capacity of “Trustee” of the 1995 Missing, Lost or Suppressed Trust and acting as the Policy Beneficiary, which appears now to be part of the alleged Insurance Fraud, Mail and Wire Fraud alleged in Petitioner’s pleadings that is now further supported by his perjurious statement in the Florida court denying any involvement.

309. The Court should note that while SPALLINA was filing a death benefit claim as Trustee for the lost and missing trust he claims to have had no involvement with, while he was simultaneously claiming to Eliot that a Florida Probate Court order⁸⁸ would be necessary to determine who the trustee, beneficiaries, etc. of a lost and missing trust would be⁸⁹, he was secretly and in conspiracy with others filing claims for the Policy and when that failed filing this Lawsuit, without notifying Eliot or the Creditor or the Probate Court of this action and failing to including Eliot as part of the legal action, all as part of a complex insurance fraud against Eliot and Beneficiaries of the Estate and the Creditor of the Estate, STANSBURY, and attempting to have the insurance money deposited to his law firm’s trust account acting as the Beneficiary of the Policy he claims to have nothing to do with, acting as Trustee of the lost trust he claims to have

⁸⁷ Spallina Fraudulent Insurance Claim Form He Signs as Beneficiary of the Policy as Trust of a Trust and Policy he has claimed he had nothing to do with, which is DECLINED by Heritage - See Page 05 <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121101%20Heritage%20Claim%20Form%20Spallina%20Insurance%20Fraud.pdf>, Spallina also represents in the correspondences to the carrier that he is Trustee of LaSalle National Trust, NA, which he is not but that is because LaSalle is the Primary Beneficiary.

⁸⁸ January 22, 2013 SPALLINA Letter Re Insurance <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130122%20Ted%20Letter%20and%20Spallina%20Letter%20re%20Insurance.pdf>

⁸⁹ TESCHER & SPALLINA Prepared Settlement Regarding Insurance Policy <http://iviewit.tv/Simon%20and%20Shirley%20Estate/EXHIBIT%205%20-%2020130205%20Eliot%20Letter%20to%20Spallina%20et%20al%20Regarding%20Analysis%20of%20SAMR.pdf>

never seen and impersonating himself as the Primary Beneficiary of the Policy, as Trustee of the LaSalle National Trust NA, of which he is none of.

310. That the fraudulent claim filed by SPALLINA is what led to this Federal Lawsuit being filed as a breach of contract lawsuit for HERITAGE failing to pay the claim to SPALLINA until he could prove the trust and that he was Trustee, of the trust he claims in court under sworn testimony to have had NOTHING to do with.

311. That the Court must question where Judge PHILLIPS was during the hearing where confessions to new crimes of Fraud on the Court, Mail Fraud, Fraud on the Beneficiaries (and Eliot's minor children's counsel, Christine Yates of Tripp Scott law firm) and more are being admitted to on the record by an Officer of the Court SPALLINA, a former Co-Trustee and Co-Personal Representative along with his partner in the crime and the ringleader another former Co-Trustee and Co-Personal Representative, TESCHER who also is under an SEC Consent Order for Insider Trading and one look at the transcript will find Judge PHILLIPS "doodling" (Page 138 Line 1) during the hearing and more interested in threatening Candice Bernstein with contempt of court repeatedly, even removing her from the defense table and sending her to the audience section and yet failing to force SPALLINA to show cause regarding the crimes he committed and admitted to the court, in fact sustaining Eliot from probing these serious felony admissions including Fraud on the Court and Beneficiaries in the validity matters SPALLINA was testifying about and where SPALLINA's felonies were far more serious in nature than Candice's alleged contempt for asking ROSE in the hearing to turn an exhibit for all to see and handing Eliot a document (Page 24 Lines 12-23 and Page 127 Lines 3-7).

312. Further, the Court must question and call to account for what Judge PHILLIPS did after learning of these crimes of the star witness of the "validity" hearing, some admitted by

SPALLINA to have not been investigated or reported by him at the time and thus ripe for prosecution and now having pleadings which show the perjured statements in violation of his SEC Consent Order, did he take control to find out how and who the fraudulent documents were posited in the Court as part of newly admitted FRAUDS ON THE COURT and has Judge PHILLIPS contacted the SEC to report the violation of SPALLINA's consent order or did he contact and report the crimes of Fraud on the Court to the IG of the Court or the Chief Judge or did he contact the Federal Bureau of Investigations regarding the admitted mail fraud or did he have his bailiff, a member of the Palm Beach County Sheriff deputies arrest SPALLINA on the spot?

313. Judge PHILLIPS appears to have done nothing but take SPALLINA's sole testimony to the validity of the documents (some which SPALLINA admitted in the hearing he and others had fraudulently created) and in a bizarre ruling that defies logic and appears outside the color of law, then ruled that the documents were valid with no other parties present to confirm the perjurious Felon's testimony whose Hands are Unclean, credibility shattered and one certainly must ask why the Trustee TED did not call ANY of the other witnesses or multiple notaries and instead choose SPALLINA his business associate and TED's counsel as ALLEGED PR and Trustee who admitted to PBSO that he committed fraud that altered documents to benefit TED's family, which had been wholly considered PREDECEASED prior to the fraud in Shirley Trust. TED filed for the validity hearing after his counsel committed fraud to benefit him and his only witness is his counsel that has committed fraud and TED in his own words stated under sworn oath at the Validity hearing,

Page 206-210

25 · · · Q · Okay · Ted, you were made aware of Robert
1 · Spallina's fraudulent alteration of a trust document of

·2· ·your mother's when?

·3· ··· A· ·I believe that was in the early 2013 or '14.

·4· ··· Q· ·Okay. ·And when you found out, you were the
·5· ·fiduciary of Shirley's trust, allegedly?

·6· ··· A· ·I'm not sure I understand the question.

·7· ··· Q· ·When you found out that there was a fraudulent
·8· ·altercation [sic] of a trust document, were you the
·9· ·fiduciary in charge of Shirley's trust?

10· ··· A· ·I was trustee, yes. ·I am trustee, yes.

11· ··· Q· ·And your attorneys, Tescher and Spallina, and
12· ·their law firm are the one who committed that fraud,

13· ·correct, who altered that document?

14· ··· A· ·That's what's been admitted to by them,

15· ·correct.

16· ··· Q· ·Okay. ·So you became aware that your counsel
17· ·that you retained as trustee had committed a fraud,
18· ·correct?

19· ··· A· ·Correct.

20· ··· Q· ·What did you do immediately after that?

21· ··· A· ·The same day that I found out, I contacted
22· ·counsel. ·I met with counsel on that very day. ·I met
23· ·with counsel the next day. ·I met with counsel the day
24· ·after that.

25· ··· Q· ·Which counsel?

·1· ··· A· ·Alan Rose.

...

P 209-210

24· ·BY MR. BERNSTEIN:

25· ··· Q· ·Have you seen the original will and trust of
·1· ·your mother's?

·2· ··· A· ·Can you define original for me?

·3· ··· Q· ·The original.

·4· ··· A· ·The one that's filed in the court?

·5· ··· Q· ·Original will or the trust.

·6· ··· A· ·I've seen copies of the trusts.

·7· ··· Q· ·Have you done anything to have any of the
·8· ·documents authenticated since learning that your
·9· ·attorneys had committed fraud in altering dispositive
10· ·documents that you were in custody of?

11· ····· MR. ROSE:· Objection.· Relevance.

12· ····· THE COURT:· Overruled.

13· ····· THE WITNESS:· I have not.

14· ·BY MR. BERNSTEIN:

15· ··· Q· ·So you as the trustee have taken no steps to
16· ·validate these documents; is that correct?

17· ··· A· ·Correct.

314. TED further shows he is an incompetent Trustee at his validity hearing where he admits having not seen the original documents, not bringing any of them to the hearing to prove them valid and that he did “NOTHING” to validate them and did not even have them forensically analyzed or request the originals back from his former disgraced counsel after their admission of fraudulent created trusts and forged documents posited into the court record in his mother’s estate and elsewhere and the admitted fraudulent use of his deceased father by his former counsel to commit fraud upon the court, fraud upon the beneficiaries and close his deceased mother’s estate (despite a COURT ORDER for TESCHER and SPALLINA to turn over “ALL” RECORDS) .

315. The formal Complaint filed by the SEC contains breaches of fiduciary duties by SPALLINA and TESCHER that are almost identical to the claims Eliot has made in the Florida Probate Courts of Palm Beach County since at least on or about May of 2013⁹⁰ and⁹¹ and⁹² and⁹³ .

316. Multiple requests for Discovery from TED in the Florida Probate Courts have been made including by short term counsel Brendan Pratt, Esq.⁹⁴ but no voluntary compliance by TED has occurred and no voluntary Discovery by TED produced.

⁹⁰ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, “SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant”

<http://www.sec.gov/news/pressrelease/2015-213.html>

⁹¹ September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

⁹² October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Teschher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

⁹³ May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

⁹⁴ November 01, 2013 Production Request Ted Bernstein

NY Moreland Commission and Other Related Info

317. Eliot had made inquiry to the Moreland Commission to testify and had submitted information regarding Public Office Corruption in both the State of New York and State of Florida, including information regarding Public Office Complaints against members of the Florida Supreme Court, including former 15th Judicial Judge Jorge Labarga who was the main complained of party in Eliot's Court Corruption complaints and Bar Complaints in Florida and who is now Chief Justice of the Florida Supreme Court and Florida Bar Members (including members of Brian O'Connell's firm Ciklin a one Jerald Beer, Esq.
318. The Honorable Preet Bharara who has now taken down several of the most prominent Lawmakers from both parties in a New York Corruption Probe unparalleled and gaining worldwide recognition and applause, has recently revealed that he has seized the Moreland Commission inquiries for further investigation and where it is presumed that Eliot's inquiry has also been acquired by US Attorney's.

U.S. Attorneys » Southern District of New York » News » Press Releases
Department of Justice

U.S. Attorney's Office
Southern District of New York
FOR IMMEDIATE RELEASE
Monday, January 11, 2016

Statement Of U.S. Attorney Preet Bharara Relating To Moreland Commission Investigation

“After a thorough investigation of interference with the operation of the Moreland Commission and its premature closing, this Office has concluded that, absent any additional proof that may develop, there is insufficient evidence to prove a federal crime. We continue to have active investigations related to substantive inquiries that were being conducted by the Moreland Commission at the time of its closure.”

16-009
USAO - New York, Southern

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEINS%20FIRST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20AND%20THINGS%20PROPOSED%20ON%20TED%20S%20%20BERNSTEIN.pdf>

Updated January 11, 2016

<http://www.justice.gov/usao-sdny/pr/statement-us-attorney-preet-bharara-relating-moreland-commission-investigation>

319. That the knowledge that Bharara has taken over the Moreland inquiries to the US Attorney's Office may provide an answer as to why the Florida Courts are denying due process to Eliot and participating in a massive court controlled conspiracy against his rights, involving many of the same parties as were in his prior complaints now presumed to be before the US Attorney. This may also explain the need to cover up the current Fraud on the Court, Fraud by the Court and Fraud on Eliot and his family at all costs at this time and explain the retaliation and abuse of process against Eliot's family.

320. Due to the Palm Beach Posts Guardianship series exposing widespread Guardianship abuses Eliot and Candice fear that judge Phillips may abuse the Guardianship process to gain control over Eliot's children and where there is already volumes of online complaints⁹⁵ against Judge Phillips this becomes even more frightening.

⁹⁵ "Florida Judge is Taking Children from Good Mothers and Placing Them with Abusers"

Daily Kos Sunday Jul 20, 2014 · 9:10 AM EDT

<http://www.dailykos.com/story/2014/7/20/1315240/-Florida-Judge-is-Taking-Children-from-Good-Mothers-and-Placing-Them-with-Abusers>

and

Families Against Court Travesties, Inc. - John L. Phillips' Cases

C.C.S.'s Story - <https://factscourtwatch.com/c-c-s/>

B.D.'s Story - <https://factscourtwatch.com/b-d/>

E.C.'s Story - <https://factscourtwatch.com/e-c/>

J.J.'s Story - <https://factscourtwatch.com/j-j/>

M.J.'s Story - <https://factscourtwatch.com/m-j/>

M.M.'s Story - <https://factscourtwatch.com/m-j/>

T.R.'s Story - <https://factscourtwatch.com/t-r/>

<https://factscourtwatch.com/john-l-phillips-cases/>

and

John. L Phillips Racist and Biased Judge John L. Phillips Palm Beach Gardens Florida

<http://www.ripoffreport.com/r/John-L-Phillips/Palm-Beach-Gardens-Florida/John-L-Phillips-Racist-and-Biased-Judge-John-L-Phillips-Palm-Beach-Gardens-Florida-1177334>

and

Judge John Phillips rules Elderly People Incapacitated Violating the Elderly Rights of Due Process

<http://ireport.cnn.com/docs/DOC-163498>

and

Judge John L. Phillips from Palm Beach Garden is a lose cannon a Prejudicial biased Judge that is hurting our families.

321. That Eliot has been a thorn in the side of these lawyers and judges for many years and with their knowledge that if Eliot succeeds at some point in breaking through the corruption to have a fair and impartial hearing and honest investigations that they may lose everything and many of them may end up in prison on very serious counts including alleged attempted murder and murder according to Ted and others of Simon and thus all of these crimes in the Florida Probate matters may be carefully planned attacks on Eliot and his family to suppress and destroy all records and evidence of Eliot and Simon's relating to Iviewit before investigators can prosecute them.

322. Eliot has reason to fear that there is no due process in Florida and in fact the opposite, a massive Obstruction by attorneys and judges and other State Agencies⁹⁶ Eliot has complained of working hand in hand, allowing years of records to disappear from Simon, allowing forged and fraudulently notarized documents to be submitted to the courts to further the scheme and nothing done when they are caught by the self regulating legal system that has failed, Judge Colin directly interfering with state criminal investigations to shutter them from investigating the Fraud on the Court and Fraud by the Court Officers and Judges alleged and proven in some instances already.

323. Therefore this Court and the US Attorneys with Eliot's Moreland Complaint may not only lose value production documents necessary to prove the truth of this lawsuit but if the Florida Probate Court continues to remove Eliot's rights as a beneficiary, standing and pleadings, this Court may lose Eliot as material and fact witness and all Eliot's records as they try and

<http://www.avvo.com/legal-answers/judge-john-l--phillips-from-palm-beach-garden-is-a-1626549.html>
and

Judge John Phillips of West Palm Florida Probate courts does nothing to end the wall of corruption in the Florida Probate Courts. Ted Bernstein Life Insurance Concepts, Judge Martin Colin, Donald Tescher Florida Attorney; Florida Probate Courts.

<http://tedbernsteinreport.blogspot.com/2016/02/judge-john-phillips-of-west-palm.html>

⁹⁶Iviewit Investigation Master List

www.iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm

repeatedly charge Eliot with contempt and more in efforts to have him imprisoned and his children placed in unnecessary and illegal guardianships obtained through fraud on the court and fraud by the court as is the case in tomorrows hearing before Judge Phillips and while jailed may move to evict his family from their home and destroy all records in his possession.

324. Finally, due to the heavy metal poison results of his father and the attempted car bombing of his family, Eliot fears that with the US Attorney now involved they may rush to finally perfect their attempt and murder Eliot and his family. The Court's injunctive power could be no greater to protect its authority and protect the main witness to the facts in this Court's case and where Eliot is a Whistleblower on the Court Corruption he is in need of Federal protection of his life and properties, all important to this Court's determination of the matters before it and all being intentionally interfered with by the Florida Court State Actors who have no immunity for such egregious and criminal misconduct in efforts to thwart Eliot's due process rights and interfere with this Court's matter as well.

325. Eliot apologizes to the Court for any filing errors in advance but this is an emergency situation where my life and the life of my wife and children and all of our properties appear in imminent danger and this Court must act instantly to preserve the powers of this Court despite any technical drafting errors by a Pro Se party.

326. There are so many due process violations and obstructions occurring rapidly that it would take a several hundred page pleading to attempt to deal with all of this ongoing criminal misconduct and civil torts.

327. In seeking leave to amend the counter complaint I will try and put the remainder of items in a proper pleading within two weeks so the Court can further assess the merits of the case.

Parties and Claims to be Added on Leave to Amend for Declaratory Judgment, 42 USC Sec. 1983 and other Fiduciary, tortious interference, negligence and State Claims - See Exhibit A

I respectfully seek Leave to file an Amended Complaint / Counter-Cross Complaint however properly labeled adding parties and claims as set forth above.

WHEREFORE, Eliot I. Bernstein, Pro Se Third Party Defendant/Cross Plaintiff respectfully prays for an Order:

1. Immediate Injunctive Relief under the All Writs Act, Anti-Injunction Act and FRCP against Ted Bernstein and counsel and representatives acting on his behalf specifically including but not limited to attorney Alan M. Rose, against the Estate of Simon Bernstein acting by and through local Illinois counsel and by Florida PRs Brian O'Connell and Joy Foglietta, against Pamela Simon, David Simon, Adam Simon, Jill Bernstein-Iantoni, Lisa Friedstein, and against proceedings in the Florida Probate Courts of Palm Beach County and other parties deemed proper by this Court, temporarily enjoining said parties from further proceedings in the Florida Probate Courts herein until further order of this Court, from disposing, selling, transferring, encumbering or in any way disposing of any assets, properties as specified herein, and further preserving any and all evidence, documents, files, notes, bills, statements, mail, emails, and other evidence herein;
2. Specifically Enjoining at least Temporarily Florida Probate Court Judge Phillips on Thursday, Feb. 25, 2016 at 3:15 PM EST until further Order of this

Court;

3. Permitting the Amendment of the original counter-complaint filed herein to add claims under 42 USC Sec. 1983 and other pendant state law claims including but not limited to tortious interference with rights of expectancy and inheritance;
4. Granting appropriate leave to further Amend said complaint to add specified known parties and have said parties served by the US Marshal service or agency determined by this Court;
5. Granting leave to Amend to include a Declaratory Judgment on specified counts pertaining to Trusts, Wills, Instruments, and the Validity and Construction thereof;
6. Waiving any requirement for Bonding by Eliot I. Bernstein under extraordinary circumstances and imposing the requirement of bonding against specified wrongdoers herein if necessary.
7. Such other and further relief as to this Court may seem just and proper.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED: Wednesday, February 24, 2016

Note: All URL EXHIBITS contained herein are hereby incorporated by reference in entirety herein. The Court should consider printing these URL exhibits as recent hacking of Eliot's website and mail have caused his site to repeatedly be shut down at critical times making drafting and filing of complaints even more difficult. To ensure the court that these links do not disappear copying them down and printing them is requested.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
 2753 NW 34th St.
 Boca Raton, FL 33434
 Telephone (561) 245-8588
iviewit@iviewit.tv
www.iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on Wednesday, **February 24, 2016** I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified below via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
 2753 NW 34th St.
 Boca Raton, FL 33434
 Telephone (561) 245-8588
iviewit@iviewit.tv
www.iviewit.tv

SERVICE LIST

James J. Stamos and Kevin Horan STAMOS & TRUCCO LLP One East Wacker Drive, Third Floor Chicago, IL 60601 Attorney for Intervenor, Estate of Simon Bernstein	Adam Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730	Ted Bernstein, 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com
Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD , ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com	Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com	Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner and Joielle Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com

Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	David B. Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730

**EXHIBIT A - LIST OF COUNTER COMPLAINT DEFENDANTS TO BE INCLUDED
IN THE AMENDED COMPLAINT**

EXHIBIT A
COUNTER COMPLAINT DEFENDANTS / PARTIES

COUNTER-DEFENDANTS/THIRD PARTY DEFENDANTS FOR AMENDED COMPLAINT AND PARTY DESIGNATIONS

1. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, professionally;
2. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, personally;
3. Judge Martin Colin, professionally;
4. Judge Martin Colin, personally;
5. Judge David French, professionally;
6. Judge David French, personally;
7. Judge Howard Coates, professionally;
8. Judge Howard Coates, personally;
9. Judge John Phillips, professionally;
10. Judge John Phillips, personally;
11. The State of Florida;
12. The Florida Supreme Court;
13. The 4th District Court of Appeals;
14. Palm Beach County Probate and Circuit Courts;
15. The County of Palm Beach;
16. The Palm Beach County Sheriff;
17. Detective Ryan Miller;
18. Detective David Groover;
19. Detective Andrew Panzer;
20. Captain Carol Gregg;
21. Theodore Bernstein, personally;
22. Theodore Bernstein, as alleged Trustee of the Shirley Trust;
23. Theodore Bernstein as Personal Representative of the Shirley Estate;
24. Theodore Bernstein as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95;
25. Theodore Bernstein, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
26. Pamela Beth Simon, personally;
27. Pamela Beth Simon, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
28. Lisa Sue Friedstein, personally;
29. Lisa Sue Friedstein, as Natural Guardian of minor CF;
30. Jill Marla Iantoni, personally;
31. Jill Marla Iantoni, as Natural Guardian of minor JI;
32. David B. Simon, Esq., professionally;
33. David B. Simon, Esq., personally;
34. Adam Simon, Esq., professionally;
35. Adam Simon, Esq., personally;

36. The Simon Law Firm and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
37. Robert L. Spallina, Esq., personally;
38. Robert L. Spallina, Esq., professionally;
39. Robert L. Spallina, Esq., former alleged Co-Trustee of the Simon Bernstein Trust;
40. Robert L. Spallina, Esq., former alleged Co-Personal Representative of the Simon Bernstein Estate;
41. Donald R. Tescher, Esq. personally;
42. Donald R. Tescher, Esq. professionally;
43. Donald R. Tescher, Esq. former alleged Co-Trustee of the Simon Bernstein Trust;
44. Donald R. Tescher, Esq. former alleged Co-Personal Representative of the Simon Bernstein Estate;
45. Gutter Chaves Josepher Rubin Forman Fleisher Miller PA F.K.A. Tescher Gutter Chaves Josepher Rubin Ruffin & Forman PA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
46. Tescher & Spallina, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
47. T&S Registered Agents, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
48. Kimberly Francis Moran, personally;
49. Kimberly Francis Moran, professionally;
50. Lindsay Baxley aka Lindsay Giles, personally;
51. Lindsay Baxley aka Lindsay Giles, professionally;
52. Alan B. Rose, Esq. – personally;
53. Alan B. Rose, Esq. – professionally;
54. Page, Mrachek, Fitzgerald & Rose, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
55. Ciklin Lubitz Martens & O'Connell and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
56. Brian O'Connell, Esq., personally;
57. Brian O'Connell, Esq., professionally;
58. Brian O'Connell, Esq., fiduciary;
59. Joielle "Joy" A. Foglietta, Esq., personally;
60. Joielle "Joy" A. Foglietta Esq., professionally;
61. Joielle "Joy" A. Foglietta Esq., fiduciary;

62. Albert Gortz, Esq., personally;
63. Albert Gortz, Esq., professionally;
64. Proskauer Rose, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
65. Hopkins & Sutter and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
66. Foley & Lardner LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
67. Greenberg Traurig, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
68. Jon Swergold, Esq., personally;
69. Jon Swergold, Esq., professionally;
70. Gerald R. Lewin, CPA, personally;
71. Gerald R. Lewin, CPA, professionally;
72. CBIZ, Inc. (NYSE: CBZ) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
73. John Morrissey, Esq., personally;
74. John Morrissey, Esq., professionally;
75. John P. Morrissey, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
76. Mark R. Manceri, Esq., personally;
77. Mark R. Manceri, Esq., professionally;
78. Mark R. Manceri, Esq., P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
79. Pankauski Law Firm PLLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
80. John J. Pankauski, Esq., personally;
81. John J. Pankauski, Esq., professionally;
82. Steven A. Lessne, Esq., personally;
83. Steven A. Lessne, Esq., professionally;
84. GrayRobinson, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
85. GUNSTER and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

86. Brandan J. Pratt, Esq., personally;
87. Brandan J. Pratt, Esq., professionally;
88. Huth & Pratt and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
89. Stanford Financial Group and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers, Receivers and Fiduciaries;
90. Oppenheimer & Co. Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
91. Oppenheimer Trust Company of Delaware and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
92. Janet Craig, personally;
93. Janet Craig, professionally;
94. Janet Craig, fiduciary;
95. Huntington Worth, personally;
96. Huntington Worth, professionally;
97. Huntington Worth, fiduciary;
98. William McCabe, Esq., personally;
99. William McCabe, Esq., professionally;
100. Legacy Bank of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
101. JP Morgan Chase & Co. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
102. LaSalle National Trust, NA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
103. Chicago Title Land Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
104. Heritage Union Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

105. Jackson National Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
106. Reassure America Life Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
107. WiltonRe and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
108. First Arlington National Bank as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
109. United Bank of Illinois and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
110. Bank of America, Alleged successor in interest to LaSalle National Trust, N.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
111. Wilmington Trust Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
112. Regency Title dba US Title of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
113. Old Republic National Title Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
114. Nestler Poletto Sotheby's International Realty and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
115. Bernstein Family Realty, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
116. Bernstein Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
117. Bernstein Family Investments, LLLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns,

- Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
118. S.T.P. Enterprises, Inc., and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
 119. S.B. Lexington, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 120. National Service Association, Inc. (of Illinois) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 121. Life Insurance Concepts, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 122. LIC Holdings, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 123. LIC Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 124. Arbitrage International Management LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 125. Arbitrage International Marketing, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 126. Arbitrage International Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 127. National Services Pension Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 128. Arbitrage International Marketing Inc. 401 (k) Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 129. Simon L. Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;

130. Simon L. Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
131. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
132. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2012) and its current and former trustees, fiduciaries and counsel;
133. Simon L. Bernstein Amended and Restated Trust Agreement (2012) and its current and former trustees, fiduciaries and counsel;
134. Wilmington Trust 088949-000 Simon L. Bernstein Irrevocable Trust and its current and former trustees, fiduciaries and counsel;
135. Estate and Will of Shirley Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
136. Shirley Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
137. Shirley Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
138. Simon Bernstein Irrevocable Insurance Trust dated 6/21/1995 (currently missing and legally nonexistent) and its current and former trustees, fiduciaries and counsel;
139. Shirley Bernstein Marital Trust and Family Trust created under the Shirley Bernstein Trust (2008) and its current and former trustees, fiduciaries and counsel;
140. S.B. Lexington, Inc. 501(C)(9) VEBA TRUST and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
141. Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
142. Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
143. Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
144. Eliot Bernstein Family Trust dated May 20, 2008 and its current and former trustees, fiduciaries and counsel;
145. Daniel Bernstein Irrevocable Trust dated September 7, 2006 and its current and former trustees, fiduciaries and counsel;
146. Jake Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
147. Joshua Z. Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
148. Traci Kratish, Fiduciary;
149. Christopher Prindle, personally;
150. Christopher Prindle, professionally;
151. Peter Montalbano, personally;
152. Peter Montalbano, professionally;
153. Steven Greenwald, personally;
154. Steven Greenwald, professionally;
155. Louis B. Fournet; professionally;

156. Louis B. Fournier, personally;
157. Alexandra Bernstein;
158. Michael Bernstein;
159. Eric Bernstein;
160. Molly Simon;
161. Max Friedstein;
162. John and Jane Doe State Defendants,

EXHIBIT A - LIST OF POTENTIAL DEFENDANTS TO BE ADDED TO COUNTER COMPLAINT BASED ON NEED TO OBTAIN DISCOVERY AND POTENTIAL COMPANY - VEHICLE TO HIDE-MOVE ASSETS ETC

163. John Hancock
164. Delray Medical Center;
165. Ronald V. Alvarez, Esquire, is a mediator;
166. CFC of Delaware, LLC.
167. Life Insurance Connection, Inc.
168. TSB Holdings, LLC
169. TSB Investments LLLP
170. Life Insurance Concepts, LLC
171. Life Insurance Innovations, Inc.
172. National Service Association, Inc. (of Florida)
173. Total Brokerage Solutions LLC
174. Cambridge Financing Company
175. National Service Association, Inc.
176. National Service Corp (FLORIDA)
177. Simon L. Bernstein Irrevocable Trust U/A 9/7/06
178. Shirley Bernstein Irrevocable Trust U/A 9/7/06
179. Simon Bernstein 2000 Insurance Trust (dated august 15, 2000)
180. Shirley Bernstein 2000 Insurance Trust (dated august 15, 2000)
181. 2000 Last Will and Testament of Simon L. Bernstein
182. 2000 Last Will and Testament of Shirley Bernstein
183. Jill Iantoni Family Trust dated May 20, 2008
184. Lisa Friedstein Family Trust dated May 20, 2008
185. Daniel Bernstein Irrevocable Trust 07-JUL-10 049738
186. Jake Bernstein Irrevocable Trust 07-JUL-10 0497381
187. Joshua Z Bernstein Irrevocable Trust 07-JUL-10 0497381
188. Simon Bernstein Irrevocable Trust dated 6/21/95
189. Simon Bernstein Trust, NA
190. S.B. Lexington, Inc. Employee Death Benefit Trust
191. Simon Bernstein Trust Agreement dated May 13, 2008
192. Saint Andrews School Boca Raton

EXHIBIT 6 - Ted Bernstein Statement Huhem PBSO Homicide Investigation.

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
 CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460

DISPOSITION: ZULU
 DIVISION: DETECTIVE

911:

SUICIDE

SIGNAL CODE: 32 CRIME CODE: * NON CRIME CODE: OT CODE: 9532 06/13/16 TUESDAY
 ZONE: C21 GRID: DEPUTY I.D.: 7571 NAME: PEREZ, M. ASSIST: TIME D 1610 A 1629 C 0119
 OCCURRED BETWEEN DATE: 02/22/16 , 2200 HOURS AND DATE: 02/23/16 , 1730 HOURS
 EXCEPTION TYPE:

INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
 CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: RESIDENCE - SINGLE FAMILY
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..

ON MAY 24, 2016, AT APPROXIMATELY 1830 HOURS I MET WITH TED BERNSTEIN (WHITE MALE, 08/27/1959) WHO PROVIDED ME WITH A STATEMENT. THE FOLLOWING IS A SYNOPSIS OF TED'S STATEMENT. TED STATED THAT ON THE DAY OF MITCH'S DEATH HE TEXTED MITCH SOMETIME BETWEEN 8:30 A.M. AND 9:00 A.M. IN REFERENCE TO SCHEDULING A MEETING; HOWEVER, MITCH DID NOT RESPOND. TED STATED THAT AT APPROXIMATELY 3:30 P.M. HE GOT A CALL FROM DEBORAH AND SHE SOUNDED PANICKED. TED STATED THAT DEBORAH MENTIONED THAT MITCH'S STUFF WAS HERE AND SHE HASN'T HEARD FROM HIM. TED STATED THAT DEBORAH ASKED IF HE AND MITCH HAD MET, OR IF TED KNEW OF ANY MEETINGS AND TED RESPONDED NO.

TED STATED THAT A COUPLE OF HOURS LATER, PBSO CALLED AND ASKED HIM TO COME TO THE HOUSE. TED STATED THAT HE ARRIVED AT THE HOUSE AND LEARNED OF MITCH'S DEATH. TED STATED THAT DEBORAH SENT HIM A MESSAGE ASKING HIM TO STAY AND HE WAITED FOR ABOUT 40 MINUTES BEFORE LEAVING. TED STATED THAT SHORTLY AFTER ARRIVING HOME DEBORAH CALLED HIM AND HE RETURNED TO THE SCENE ACCOMPANIED BY HIS WIFE. TED STATED THAT HE DROVE DEBORAH TO HIS HOUSE WHERE SHE SPENT THE NIGHT.

TED DESCRIBES DEBORAH AS BEING IN SHOCK AND BEING CONCERNED ABOUT MITCH'S LEGACY. TED STATED THAT DEBORAH DIDN'T WANT PEOPLE THAT KNEW HIM TO FIND OUT THAT MITCH TOOK HIS OWN LIFE. TED STATED THAT DEBORAH MENTIONED RECENTLY HAVING A FACIAL LASER PEEL DONE WHICH HE BELIEVED TO HAVE CAUSED AN EXTREME REACTION ON HER FACE. TED DESCRIBED IT AS LOOKING PAINFUL AND THAT THAT WAS THE ONLY MARKS THAT HE NOTICED ON DEBORAH. TED STATED THAT DEBORAH STAYED AT HIS HOME 3-4 DAYS AND DURING THAT TIME HE BRIEFLY MET ONE OF MITCH'S SISTERS, A BROTHER-IN-LAW AND DEBORAH'S SON. TED STATED THAT HE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460
DISPOSITION: ZULU

TRIED TO GIVE THEM PRIVACY AND STAY OUT OF THE WAY SO HE DOESN'T KNOW IF THEY WERE ARGUING OR THE TOPICS OF THEIR CONVERSATIONS.

TED STATED THAT PRIOR TO THIS INCIDENT THE LAST TIME HE SPOKE TO DEBORAH WAS AROUND THE HOLIDAYS. TED STATED THAT PRIOR TO THE INCIDENT HE SPOKE WITH MITCH ON THE MONDAY OR TUESDAY BEFORE AND THAT THEY TALKED ABOUT THE HOUSE REMODEL, THE MOLD AND INSURANCE ADJUSTERS. TED STATED THAT THEY ALSO TALKED ABOUT MITCH NOT WANTING TO BE INCLUDED IN ONLINE BLOGS AND MITCH OFFERED TO HELP TED'S ONLINE IMAGE.

TED STATED THAT HE HAS KNOWN MITCH SINCE AUGUST OR SEPTEMBER THROUGH EMAILS ABOUT THE HOUSE; HOWEVER, THEY DIDN'T MEET UNTIL OCTOBER. TED STATED THAT ALL OF THE CONVERSATIONS WERE IN REFERENCE TO THE HOUSE. TED STATED THAT HE DID NOT NOTICE ANY SIGNS OF MENTAL ILLNESS BUT THAT HE DID NOT KNOW MITCH WELL ENOUGH TO NOTICE. TED STATED THAT THEY DID DEVELOP A FRIENDSHIP, AND THAT HE REMEMBERS BEING IMPRESSED THAT MITCH DID NOT BLAME HIM FOR THE EXTENSIVE PROBLEMS WITH THE HOUSE. TED STATED THAT MITCH AND HE WOULD TALK 2-3 TIMES A WEEK.

TED STATED THAT HE DIDN'T BELIEVE THAT HIS BROTHER ELLIOT KNEW MITCH'S IDENTITY UNTIL AFTER THE DEATH AND THAT UP TO THIS POINT MITCH HAD NOT BEEN MENTIONED IN ELLIOT'S BLOG AND MITCH WANTED TO KEEP IT THAT WAY. TED STATED THAT THIS IS THE REASON THE LAND TRUST WAS USED TO PURCHASE THE HOME.

TED STATED THAT HIS PARENTS LEFT ASSETS TO THEIR GRANDCHILDREN AND THAT HE DIDN'T STAND TO BENEFIT ANYTHING FROM THE PURCHASE. TED STATED THAT BECAUSE OF HIS BROTHER ELLIOT, TED USES A LAWYER FOR EVERYTHING IN ORDER TO PROTECT HIMSELF.

TED STATED THAT HE AND MITCH GOT TO KNOW EACH OTHER AND THAT MITCH WANTED TO HELP HIS REPUTATION. TED STATED THAT MITCH THOUGHT GOING INTO BUSINESS TOGETHER WOULD HELP BUT THAT THEY NEVER SPOKE OF MONEY AFTER THE CLOSING OF THE HOUSE.

TED STATED THAT MITCH DID NOT REACH OUT TO TED FOR HELP AND THAT MITCH DID NOT APPEAR TO BE DEPRESSED. TED DESCRIBED MITCH TO BE UPBEAT AND HE WAS NO DIFFERENT TWO DAYS BEFORE.

THIS CONCLUDED TED'S STATEMENT.

ON MAY 25TH AT APPROXIMATELY 1500 HOURS I MET WITH MICHAEL ALTSHULER (WHITE MALE, 10/11/1956). MICHAEL PROVIDED ME WITH A SWORN STATEMENT WHICH WAS MEMORIALIZED ON A DIGITAL RECORDING DEVICE. THE FOLLOWING IS A SYNOPSIS OF MICHAEL'S STATEMENT, FOR SPECIFIC DETAILS PLEASE REFER TO THE CD LOCATED IN PBSO EVIDENCE. MICHAEL STATED THAT ON THE DAY OF MITCH'S DEATH HE WAS SUPPOSED TO MEET WITH MITCH AT THE GYM INSIDE OF MITCH'S DEVELOPMENT. MICHAEL STATED THAT HE ARRIVED AT THE COMMUNITY GYM AROUND 7:00 P.M. AND THAT THIS HAD BEEN PLANNED SEVERAL DAYS IN ADVANCE. MICHAEL STATED THAT HE MET MITCH AT A SEMINAR AND THAT THEY HAVE KNOWN EACH OTHER FOR 3-4 MONTHS.

printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM

EXHIBIT 7 - Deposition Tescher

VOLUME: I
PAGES: 1-165
EXHIBITS: 1-15, A

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
NO. 502012CP004391XXXXSB
CP - Probate

IN RE:)
ESTATE OF SIMON L. BERNSTEIN)
_____)

TELEPHONIC DEPOSITION of DONALD R. TESCHER, called as a witness by and on behalf of Ted S. Bernstein, pursuant to the applicable provisions of the Florida Rules of Civil Procedure, before P. Jodi Ohnemus, RPR, RMR, CRR, CA-CSR #13192, NH-LCR #91, MA-CSR #123193, and Notary Public, within and for the Commonwealth of Massachusetts, at the Hampton Inn & Suites, 10 Plaza Way, Plymouth, Massachusetts, on Wednesday, 9 July, 2014, commencing at 2:38 p.m.

1 nor did Mr. Spallina bring it to the attention of
2 anybody; is that --

3 A. We couldn't, because we weren't aware of
4 it.

5 Q. Okay. And when you became aware of it in
6 2013, did you think it appropriate at that time to
7 resign as copersonal representative from the estate
8 of Simon Bernstein?

9 A. No.

10 Q. Now, did there come a time, however, when
11 you did resign -- you and Mr. Spallina -- as
12 copersonal representatives of the Simon Bernstein
13 estate; correct?

14 A. That is correct.

15 Q. Do you recall when that was?

16 A. January of 2014.

17 Q. And what was the incident at that time
18 that then caused you to resign as copersonal
19 representatives of the estate of Simon Bernstein?

20 A. It came to light -- it was brought to my
21 attention that the -- there was an amendment --
22 there was an altered document altering the
23 amendment to Shirley Bernstein's revocable trust,
24 which document had been forwarded to Christine
25 Yates, who was then serving as counsel to Eliot

1 Bernstein's children; and that document added a
2 provision.

3 **Q. All right. And how did that document come**
4 **to light -- the altered document?**

5 A. It was brought to my attention by someone
6 in my office.

7 **Q. Okay. Now, the -- you identified the**
8 **altered document as what again -- the Shirley**
9 **Bernstein Trust?**

10 A. The Amendment to Shirley Bernstein's
11 Revocable Trust Agreement.

12 **Q. Okay. And who in your office brought that**
13 **to your attention?**

14 A. Our associate.

15 **Q. And who is that?**

16 A. Lauren Galvani.

17 **Q. And when did that take place?**

18 A. January 2013.

19 **Q. Okay. And there is a document that's**
20 **attached to your affidavit, which is the -- I**
21 **believe an amendment to the Shirley Bernstein**
22 **Trust; is that correct?**

23 A. Hold on one moment. Let me get to that.

24 **Q. Is that Exhibit C?**

25 A. I believe that's C, if I'm not mistaken.

1 Hold on one moment.

2 (Witness reviews document.) Yeah. That's
3 Exhibit C.

4 **Q. Okay. All right.**

5 **Now, Exhibit C, is that the altered**
6 **document or the unaltered document?**

7 A. That is the unaltered document.

8 **Q. And what did the altered first amendment**
9 **to the Shirley Bernstein trust say?**

10 A. I don't have it in front of me, but
11 essentially what it did was there was a -- you see
12 how it's numbered now 1 and 3? There were -- you
13 know, somebody had messed up when it had been
14 originally prepared, and it got numbered --
15 paragraph No. 1, paragraph No. 3.

16 A paragraph No. 2 was inserted between 1
17 and 3.

18 **Q. And when did that take place?**

19 A. I don't know.

20 **Q. Was it -- did it take place sometime in**
21 **2012?**

22 A. I don't know.

23 **Q. Did it take -- well, how did your**
24 **associate suddenly come across it in January of**
25 **2014?**

1 A. You'll have to ask her.

2 **Q. Did you ever ask her how she came across**
3 **it that then subsequently caused you to resign as**
4 **copersonal representative?**

5 A. She noticed that the amendment that had
6 been included in the letter to Christine Yates was
7 different than Exhibit -- the exhibit that's here
8 attached to my affidavit.

9 **Q. And in that letter to Christine Yates,**
10 **what was the date of that letter?**

11 A. I think it was January of 2013 -- I think.

12 **Q. Okay. And so that was after the death of**
13 **Simon Bernstein; correct?**

14 A. Yes, it was.

15 **Q. So then that altered document contained in**
16 **a document dated January 11, 2013 could very well**
17 **have been prepared while Ted Bernstein was the**
18 **successor personal representative and successor**
19 **trustee to the Shirley Bernstein estate and trust;**
20 **correct?**

21 A. No. Probably -- well...

22 Probably -- I'm not sure, to be honest,
23 Peter. I'm not a hundred percent certain on the
24 timing.

25 **Q. Okay. And how did a year go by between**

1 the time of the January 11th, 2013 letter in which
2 the altered document was produced to the attorneys
3 for Eliot Bernstein and then the discovery that it
4 was, in fact, an altered document? What happened
5 in that 12-month time that caused you, or your
6 associate, or your office to discover that, in
7 fact, what had been supplied to counsel for Eliot
8 Bernstein was, in fact, a forged document or
9 altered document?

10 A. I can't answer that question, actually --
11 'cause I don't know.

12 Q. All right. And -- and who in your firm
13 would be in the best position to know that -- if
14 it's not the general manager -- the managing
15 partner of the firm?

16 A. Mr. Spallina or Ms. Galvani.

17 Q. You were the managing partner at that time
18 still; correct?

19 A. I was the president.

20 Q. Okay. And what did the altered document
21 say in paragraph 2?

22 A. I told you that I don't have that in front
23 of me.

24 Q. And the one attached to your affidavit?

25 A. I told you that I don't have that in front

1 of me.

2 **Q. I apologize if I'm being repetitive on**
3 **that score.**

4 A. Yeah, I don't have --

5 **Q. Your best recollection.**

6 A. Yeah. Peter, I don't have it here.

7 It dealt with the definition of children
8 and lineals.

9 MR. ROSE: Peter, I don't want to ruin
10 your momentum that you're building up, but I need
11 to take a bathroom break. Could we take -- we've
12 been going at it for a little more than an hour.
13 Can we take like a five-minute break?

14 MR. FEAMAN: Sure. I'm moving on to the
15 next item anyway.

16 MR. ROSE: No more than five -- maybe as
17 little as two minutes. I'll be right back.

18 MR. FEAMAN: No problem.

19 (Recess was taken.)

20 **Q. Mr. Tescher, I'd like you to take a look**
21 **at what's been premarked as Exhibit 3.**

22 MR. FEAMAN: Madam Court Reporter, would
23 you hand that to the witness.

24 COURT REPORTER: Okay.

25 MR. FEAMAN: Thank you.

Stansbury's

Exh. 3

to Teacher's depo

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

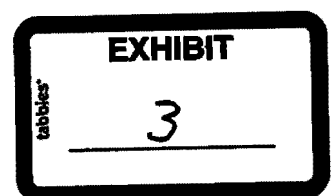
Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death. Information provided to me appears to indicate that there were two versions of the First Amendment to the Shirley Bernstein Trust Agreement, both executed on November 18, 2008. Under one version the children of Pam Simon and Ted Bernstein would not be permissible appointees of Simon Bernstein's exercise of the power of appointment while under the second version that restriction was removed. As you all know, Simon Bernstein's dispositive plan, expressed to all of you during his lifetime on a conference call, was to distribute the Estate to all ten of his grandchildren. That was the basis upon which the administration was moving forward.

Under the Shirley Bernstein Trust, there is a definition of children and lineal descendants. That definition excluded Pam Simon, Ted Bernstein and their respective children from inheriting. The document also contained a special Power of Appointment for Simon wherein he could appoint the assets of the Trust for Shirley's lineal descendants. Based upon the definition of children and lineal descendants, the Power of Appointment could not be exercised in favor of Pam Simon, Ted Bernstein or their respective children, although we believe it was Simon Bernstein's wish to provide equally for all of his grandchildren.

On November 18, 2008, it does appear from the information that I have reviewed that Shirley Bernstein executed a First Amendment to her trust agreement. The document as executed appears to make only one relatively minor modification to her trust disposition by eliminating a specific gift to Ted



Bernstein Family
January 14, 2014
Page 2

Bernstein's stepson. In January of 2013 a First Amendment to the Shirley Bernstein Trust Agreement was provided to Christine Yates, Esq. who, at that time, was representing Eliot Bernstein. The document provided contained a paragraph number 2 which modified the definitional language in Shirley's document so as to permit, by deleting the words "and their respective lineal descendants" from the definition, an exercise of the power of appointment by Simon Bernstein over the Shirley Bernstein Trust to pass equally to all ten grandchildren rather than only six of the grandchildren.

By virtue of The Florida Bar Rules of Professional Conduct, I am duty bound to provide this information to you. Obviously, as a result of the issues and ramifications raised by the allegations, my firm must resign from further representation in all matters relating to the Estates and Trusts of Simon Bernstein and Shirley Bernstein. Furthermore, it is my intent, and I assume also the intent of Robert Spallina, to tender our resignations as personal representatives of the Simon Bernstein Estate and as trustees of the Simon Bernstein Trust. If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity. With regard to the Simon Bernstein Estate, the appointment of the successor would require a court proceeding.

I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family. As I believe you know, to date there has only been a modest funding of some, but not all, of the continuing trusts for the grandchildren emanating from Shirley's Trust assets.

Very truly yours,



DONALD R. TESCHER

DRT/km

cc: Alan Rose, Esq.

EXHIBIT 8 - SEC Consent Orders for Robert Spallina, Esq. and Donald Tescher, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

CONSENT OF DEFENDANT ROBERT L. SPALLINA

1. Defendant Robert L. Spallina ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey (the "Criminal Action").

3. Defendant hereby consents to the entry of the Final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act")

[15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];

- (b) orders Defendant to pay disgorgement in the amount of \$39,156, plus prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the Criminal Action; and
- (c) orders Defendant to pay a civil penalty in the amount of \$39,156 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

4. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and

other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this

proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

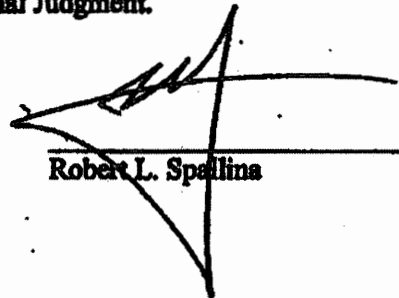
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local

rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

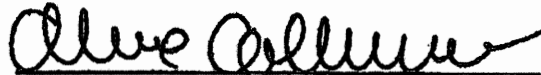
16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 9/16/15



Robert L. Spallina

On Sept 16, 2015, Robert Spallina, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public
Commission expires:

Approved as to form:



Lawrence S. Lustberg, Esquire
Gibbons P.C.
One Gateway Center
Newark, NJ 07102-5310
Counsel for Robert L. Spallina



Alexa Colivechio
COMMISSION # FP188462
EXPIRES: December 28, 2018
WWW.AARONNOTARY.COM

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29, 2015

Anne E. Thompson
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

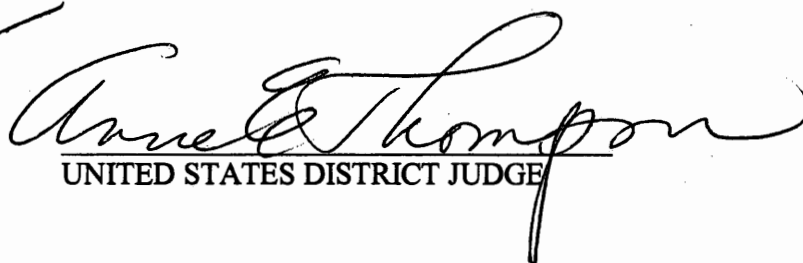
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ____-____

CONSENT OF DEFENDANT DONALD R. TESCHER

1. Defendant Donald R. Tescher ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];
- (b) orders Defendant to pay disgorgement in the amount of \$9,937, plus prejudgment interest thereon in the amount of \$690; and

(c) orders Defendant to pay a civil penalty in the amount of \$9,937 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

3. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

4. Defendant acknowledges that the Court is not imposing a civil penalty in excess of \$9,937 based on Defendant's cooperation in a Commission investigation and/or related enforcement action. Defendant consents that if at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with the Commission's motion for civil penalties, and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public statement

denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant does not deny the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

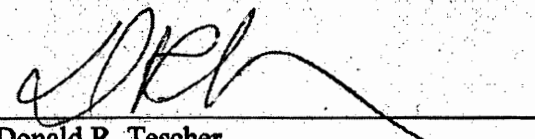
13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes,

Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

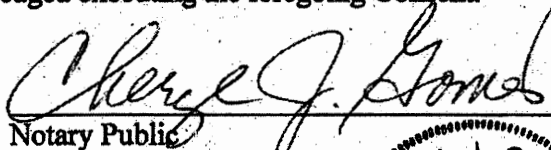
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.


Dated: 6/5/14 
Donald R. Tescher

On June 5, 2014, Donald R. Tescher, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.


Notary Public
Commission expires:



Approved as to form:


Norman A. Moscovitz, Esq.
Moscovitz & Moscovitz, P.A.
Sabadell Financial Center
1111 Brickell Ave., Suite 2050
Miami, FL 33131

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VII.

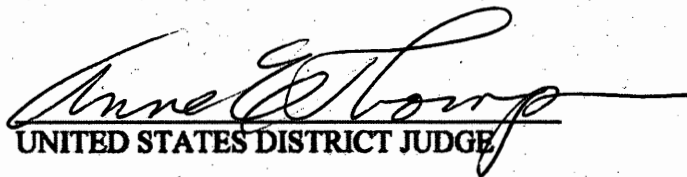
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Oct 1, 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

- (i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;
- (ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

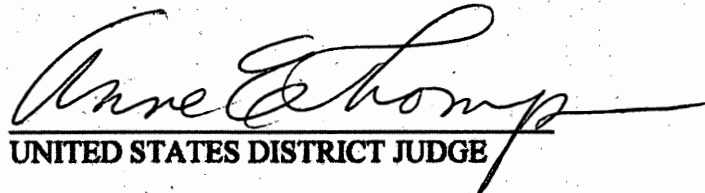
VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: Oct 1 2015


UNITED STATES DISTRICT JUDGE

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

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

Probate Division
Case No.: 502014CP003698XXXXNBIH

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B. SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; ELIOT BERNSTEIN,
individually, as Trustee f/b/o D.B., Ja. B. and Jo. B.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of his minor children D.B., Ja. B. and Jo.
B.; JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her Minor child J.I.; MAX
FRIEDSTEIN; LISA FRIEDSTEIN, Individually, as
Trustee f/b/o Max Friedstein and C.F., under the
Simon L. Bernstein Trust Dtd 9/13/12, and ou behalf
of her minor child, C.F.,

Defendants.

ORDER APPOINTING DIANA LEWIS AS GUARDIAN AD LITEM FOR
ELIOT BERNSTEIN'S CHILDREN, JO.B.; JA. B.; and D.B.

THIS CAUSE came before the Court at an evidentiary hearing held on February 25, 2016,
on Successor Trustee's Motion for Appointment of a Guardian Ad Litem to Represent the Interests
of Eliot Bernstein's Children etc. (the "Motion"). Having considered the Motion and the arguments
of the parties, taken judicial notice of the matters requested in the Motion, and being otherwise duly
advised in the premises, the Court entered an Order in this matter, and a companion order in Case
No. 502014CP002815XXXXNB, granting motions to appoint a guardian ad litem for Eliot's

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children, Jo.B., Ja.B. and D.B., and setting forth a protocol for selecting a guardian ad litem. Having received the parties' notices contemplated under the companion order, the Court hereby appoints a guardian ad litem as follows:

1. Diana Lewis is hereby appointed as the guardian ad litem for Jo.B., Ja.B. and D.B. in this case, with sole and exclusive authority to represent their interests in this case. The guardian ad litem shall be entitled to petition the Court for reasonable compensation for his/her services, to be paid out of the gross proceeds of any recovery, distributions or inheritance to be received by the Jo.B., Ja.B. and D.B. from the Shirley Bernstein Trust u/a/d May 20, 2008, as amended, the Simon Bernstein Trust, and/or the Estates of Simon or Shirley Bernstein.

2. The guardian ad litem shall file an acceptance of appointment with this Court, with a copy to the parties listed at the end of this Order, within 5 business of the date of this Order; otherwise, the parties shall notify the Court by letter that the appointment has not been accepted, in which case the Court will either appoint an alternate guardian ad litem without further hearing or hold an additional hearing to select an alternate guardian ad litem.

3. The guardian ad litem shall have sufficient time after his/her acceptance of this appointment to within which to prepare necessary court filings and prepare for mediation as ordered by the Court at a hearing held on March 7, in the related case of Estate of Simon Bernstein.

4. Trustee and the guardian ad litem shall confer in good faith regarding a resolution of this matter and/or a time frame within which to try any unresolved issues.

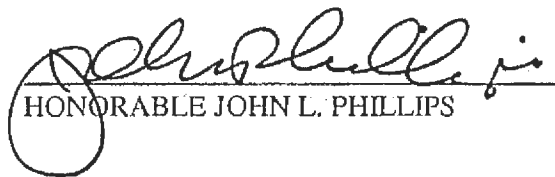
5. Pursuant to the Order dated March 1, 2016, the Guardian Ad Litem will have full power and autonomy to represent the interests of the children of Eliot Bernstein, subject to the jurisdiction and review of this Court. The Guardian Ad Litem will be entitled to petition the Court

for an award of attorneys' fees to be paid out of the gross proceeds of any recovery, distributions or inheritance to be received by Ja.B., Jo.B, and/or D.B.

6. To protect the integrity and independence of the guardian, Eliot Bernstein and all persons acting in concert with him: (a) shall not contact, email or otherwise communicate with the Guardian Ad Litem except at the request of the Guardian Ad Litem; and (b) shall not in any way threaten or harass the guardian. This Court alone shall supervise the guardian. Any violation of this order may subject the violator to severe sanctions for contempt of court. The Court will use the full measure of its coercive powers to ensure compliance with this Order.

7. The guardian ad litem shall notify this Court and Trustee of any actions taken by Eliot and/or Candice Bernstein which interfere with the guardian ad litem's duties hereunder.

DONE and ORDERED in Chambers, North County Courthouse on 4-4, 2016.


HONORABLE JOHN L. PHILLIPS

cc: Attached service list

SERVICE LIST Case No.: 502014CP003698XXXXNBIH

Eliot Bernstein and Candice Bernstein,
as Parents of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: Eliot I. Bernstein (iviewit@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0866 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein.

Lisa Friedstein, individually and as trustee for
her children, and as natural guardian for M.F.
and C.F., Minors; and Max Friedstein
lisa.friedstein@gmail.com

Jill Iantoni, individually and as trustee for her
children, and as natural guardian for J.I. a minor
jilliantoni@gmail.com

Alan Rose, Esq.
Mrachek Fitzgerald Rose
Konopka Thomas & Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900 - Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
jfoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinlubitz.com



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the
foregoing is a true copy
of the record in my office.

THIS 16 DAY OF May, 2016

SHARON R. BOCK
CLERK & COMPTROLLER

By Victoria Kanger
DEPUTY CLERK

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

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

Probate Division
Case No.: 502014CP003698XXXXNBIJ

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B. SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually,
as Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on
behalf of his minor children D.B., Ja. B. and Jo. B.;
JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her Minor child J.I.; MAX FRIEDSTEIN;
LISA FRIEDSTEIN, Individually, as Trustee f/b/o
Max Friedstein and C.F., under the Simon L.
Bernstein Trust Dtd 9/13/12, and on behalf of her
minor child, C.F.,

Defendants.

**ORDER DETERMINING ELIOT BERNSTEIN LACKS STANDING INDIVIDUALLY
AND STRIKING ELIOT'S FILINGS, AND DEFERRING RULING ON THE
APPOINTMENT OF A GUARDIAN AD LITEM AND OTHER RELIEF SOUGHT**

THIS CAUSE came before the Court for hearing on January 14, 2016 on Successor Trustee's *Motion for Appointment of a Guardian Ad Litem to Represent the Interests of Eliot Bernstein's Children; For A Gag Order to Protect Guardian and Others; and to Strike Eliot's Filings* (the "Motion"). The Court, having considered the record, heard argument of counsel and being otherwise fully advised in the premises, hereby ORDERS AND ADJUDGES:

1. The Motion is GRANTED in part as set forth in this Order and DEFERRED in remaining part pending an evidentiary hearing as requested by Eliot Bernstein and his wife.

2. By Final Judgment dated December 16, 2015, this Court has determined that Simon Bernstein's Will dated July 25, 2012 is valid and enforceable according to its terms. The Final Judgment is valid, binding and in full force and effect.

3. Based upon the Court's determination of the validity of Simon's Will, Simon Bernstein exercised a power of appointment he held over assets in the Shirley Bernstein Trust, in favor of his "then living grandchildren." Eliot Bernstein is not a grandchild of Simon or Shirley Bernstein. Based upon the exercise of the power of appointment, Eliot Bernstein is not a beneficiary of the Shirley Bernstein Trust. As a result, Eliot Bernstein lacks individual standing to participate in this proceeding, as he is not a beneficiary of either the Shirley Bernstein Trust or the Shirley Bernstein Estate.

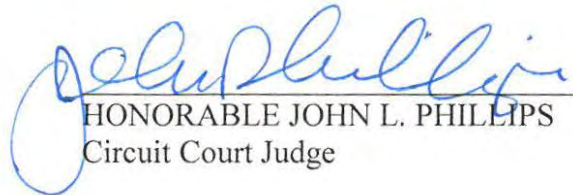
4. Accordingly, Eliot Bernstein is barred from any further participation in his individual capacity in this action, and is removed individually as a party. Any and all pending motions, claims, or other filings by Eliot Bernstein, individually, in this case are hereby stricken from the record, and no further individual filings will be permitted except for a Notice of Appeal of the Final Judgment, should he desire to file one.

5. Having determined that Eliot Bernstein lacks individual standing, the Court next will consider whether a Guardian ad Litem should be appointed to represent the interests of the children of Eliot and Candice Bernstein, each of whom has been determined to be a beneficiary of the Shirley Bernstein Trust, and whether to enter a confidentiality order as requested by the

Trustee in the Motion. These matters will be addressed at an evidentiary hearing to be set by separate order of this Court.

DONE and ORDERED in Chambers, North County Courthouse in Palm Beach Gardens, Florida, on this 1 day of January, 2016.

Feb.


HONORABLE JOHN L. PHILLIPS
Circuit Court Judge

Copies to: Attached Service List

SERVICE LIST Case No.: 502014CP003698XXXXNBIJ

Eliot Bernstein, individually
and Eliot and Candice Bernstein,
as Parents and Natural Guardians of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: Eliot I. Bernstein (iviewit@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0866 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jpmorrisseylaw.com)
Counsel for Molly Simon, Alexandra
Bernstein, Eric Bernstein, Michael Bernstein

Lisa Friedstein, individually and as trustee for
her children, and as natural guardian for M.F.
and C.F., Minors; and Max Friedstein
lisa.friedstein@gmail.com

Jill Iantoni, individually and as trustee for her
children, and as natural guardian for J.I. a
minor
jilliantoni@gmail.com

Alan Rose, Esq.
Mrachek Fitzgerald Rose
Konopka Thomas & Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

Brian M. O'Connell, Esq.
Joielle A. Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
561-832-5900 - Telephone
561-833-4209 - Facsimile
Email: boconnell@ciklinlubitz.com;
jfoglietta@ciklinlubitz.com;
service@ciklinlubitz.com;
slobdell@ciklinlubitz.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,

PROBATE DIVISION

Deceased.

CASE NO. 502012CP004391XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

DIVISION: IY (COLIN)

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. ~~Within 30 days, from the later of the date of this order or the appointment of a successor fiduciary,~~ ^{BY MARCH 4, 2014} ^(initials) the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

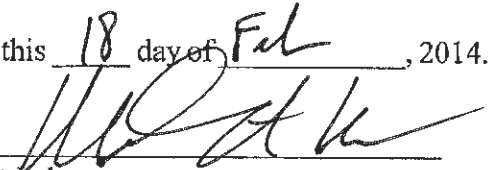
3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a \$ _____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this 18 day of Feb, 2014.


Circuit Judge

cc: Parties on attached service list

Wite
THE COURT RESENTS THIS TO ENFORCE THIS ORDER.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Alan B. Rose, Esq. (E-mail)
Page Mrachek Fitzgerald Rose Konopka &
Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

Eliot Bernstein (U.S. Mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)
2142 Churchill Lane
Highland Park, Illinois 60035

Pamela Beth Simon (U.S. Mail)
950 North Michigan Avenue, Suite 2603
Chicago, Illinois 60611

Jill Iantoni (U.S. Mail)
2101 Magnolia Lane
Highland Park, Illinois 60035

Donald R. Tescher (E-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

RONIK S. SEECHARAN



D.M.D., P.A.

Practice limited to Prosthodontics

February 15, 2017

To Whom It May Concern:

Mr. Eliot Bernstein is a patient of record in my practice. On January 23, 2017, he fractured a metal reinforced bridge for his lower arch. The bridge cannot be repaired and thus a new bridge had to be sent to the lab for fabrication. As a result, the patient has been without any prosthesis, which definitely has affected his function, esthetics, and tempromandibular disfunction.

Mr. Bernstein has been in treatment with me for full oral rehabilitation as well as for TMD. His TMD symptoms have been controlled with muscle relaxers and small doses of narcotics periodically.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Dr. Ronik Seecharan

CHAPTER 119 – PUBLIC RECORDS REQUEST PALM BEACH COUNTY SHERIFF

**Eliot Ivan Bernstein
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588
iviewit@iviewit.tv**

Tuesday, July 28, 2015

**Captain Pedro Palenzuela
Records Custodian –
Palm Beach County Detention Center
Central Records Division
Post Office Box 24681
West Palm Beach, Florida 33416
(561) 688-3189
emailcentralrecords@pbso.org**

RE: RECORDS REQUEST

Dear Custodian of Records:

Pursuant to Article I, section 24 of the Florida Constitution, and chapter 119, F.S., I am requesting an opportunity to inspect or obtain copies of public records that relate to Palm Beach County Sheriff Investigations:

1. Case No. 12121312 - ALLEGED MURDER OF SIMON BERNSTEIN FILED BY THEODORE STUART BERNSTEIN.
2. Case No. 13097087 MORAN FORGERY AND FRAUDULENT NOTARIZATION - Case Closed;
3. Case No. 14029489 TESCHER AND SPALLINA ET AL. - SUPPLEMENTAL TO MORAN REGARDING OTHER MATTERS;
4. Case No. 13159967 JEWELRY THEFT;
5. Case No. IR 14025 Prior IA Complaint regarding these cases: Jan 6, 2014 Incident Review of 1309087 by Sgt Bozdech. Led to Moran case information that was not related to Moran at all being opened in new case supplement.

I am looking to receive all documents and inspect all records including case reports, case notes, audio/video recordings associated, documents and exhibits entered as evidence, phone records of officers regarding these case matters, interviews with any parties and everything that is publically available for inspection and copies.

If there are costs associated I ask that they be waived due to the fact that the crimes reported have caused financial hardships. In civil cases involving these matters court costs have been waived and Complainant is Indigent in the record. Since these records relate to the ongoing civil and other criminal cases ongoing they are urgent and necessary to due process rights.

I request a waiver of all fees for this request since the disclosure of the information I seek is not primarily in my commercial interest, and is likely to contribute significantly to public understanding of the operations or activities of the government, making the disclosure a matter of public interest.

Should you deny my request, or any part of the request, please state in writing the basis for the denial, including the exact statutory citation authorizing the denial as required by s. 119.07(1)(d), F.S.

I will contact your office within one week to discuss when I may expect fulfillment of my request or you may contact me as soon as you know when they may be expected and payment of any statutorily prescribed fees. If you have any questions in the interim, you may contact me at (561) 245-8588 and iviewit@iviewit.tv.

Thank you,

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

Miller, Kitty

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, July 28, 2015 5:52 AM
To: EmailCentralRecords
Cc: Kevin R. Hall; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'CANDICE BERNSTEIN'; 'Caroline Prochotska Rogers Esq.'; 'Eliot I. Bernstein'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'
Subject: CHAPTER 119 - PUBLIC RECORDS REQUEST PALM BEACH COUNTY SHERIFF - 20150726 Florida FOIA Palm Beach County Sheriff.docx
Attachments: 20150726 Florida FOIA Palm Beach County Sheriff.docx

CHAPTER 119 – PUBLIC RECORDS REQUEST PALM BEACH COUNTY SHERIFF

Tuesday, July 28, 2015

Captain Pedro Palenzuela
Records Custodian –
Palm Beach County Detention Center
Central Records Division
Post Office Box 24681
West Palm Beach, Florida 33416
(561) 688-3189
emailcentralrecords@pbso.org

RE: FOIA RECORDS REQUEST

Dear Custodian of Records:

Pursuant to Article I, section 24 of the Florida Constitution, and chapter 119, F.S., I am requesting an opportunity to inspect or obtain copies of public records that relate to Palm Beach County Sheriff Investigations:

1. Case No. 12121312 - ALLEGED MURDER OF SIMON BERNSTEIN FILED BY THEODORE STUART BERNSTEIN.
2. Case No. 13097087 MORAN FORGERY AND FRAUDULENT NOTARIZATION - Case Closed;
3. Case No. 14029489 TESCHER AND SPALLINA ET AL. - SUPPLEMENTAL TO MORAN REGARDING OTHER MATTERS;
4. Case No. 13159967 JEWELRY THEFT;
5. Case No. IR 14025 Prior IA Complaint regarding these cases: Jan 6, 2014 Incident Review of 1309087 by Sgt Bozdech. Led to Moran case information that was not related to Moran at all being opened in new case supplement.

I am looking to receive all documents and inspect all records including case reports, case notes, audio/video recordings associated, documents and exhibits entered as evidence, phone records of officers regarding these case matters, interviews with any parties and everything that is publically available for inspection and copies.

If there are costs associated I ask that they be waived due to the fact that the crimes reported have caused financial hardships. In civil cases involving these matters court costs have been waived and Complainant is indigent in the record. Since these records relate to the ongoing civil and other criminal cases ongoing they are urgent and necessary to due process rights.

I request a waiver of all fees for this request since the disclosure of the information I seek is not primarily in my commercial interest, and is likely to contribute significantly to public understanding of the operations or activities of the government, making the disclosure a matter of public interest.

Should you deny my request, or any part of the request, please state in writing the basis for the denial, including the exact statutory citation authorizing the denial as required by s. 119.07(1)(d), F.S.

I will contact your office within one week to discuss when I may expect fulfillment of my request or you may contact me as soon as you know when they may be expected and payment of any statutorily prescribed fees. If you have any questions in the interim, you may contact me at (561) 245-8588 and iviewit@iviewit.tv.

Thank you,

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

<http://www.iviewit.tv>

PALM BEACH COUNTY SHERIFF'S OFFICE
CENTRAL RECORDS
FSS EXEMPTIONS/CONFIDENTIAL

- 119.071(2)(c) Active criminal intelligence/active criminal investigative Information
- 119.071(2)(e) Confession
- 365.171(15) Identity of 911 caller or person requesting emergency service
- 119.071(2)(d) Surveillance techniques, procedures, and personnel, inventory of law enforcement resources, policies or plans pertaining to mobilization, deployment or tactical operations
- 119.071(2)(l) Assets of crime victim
- 119.071(5)(a)(5) Social security numbers held by agency
- 119.071(5)(b) Bank account #, debit, charge and credit card numbers held by an agency
- 395.3025(7)(a) and/or 456.057(7)(a) Medical information
- 943.053/943.0525 NCIC/FCIC/FBI and in-state FDLE/DOC
- 119.07(4)(d) Extra fee if request is voluminous or requires extensive personnel, technology
- 119.071(5)(g)1 Biometric Identification Information (Fingerprints, palm prints, and footprints)
- 119.071(2)(f) Confidential Informants
- 316.066(5)(a) Crash reports are confidential for period of 60 days after the report is filed
- 119.071(2)(h)(1) Identity of victim of sexual battery, lewd and lascivious offense upon a person less than 16 years old, child abuse, sexual offense
- 985.04(1) Juvenile offender records
- 119.0712(2) Personal information contained in a motor vehicle record
- 119.071(2)(b) Criminal intelligence/investigative information from a non-Florida criminal justice agency
- 394.4615(7) Mental health information
- 119.071(4)(c) Undercover personnel
- 119.071(4)(d)(1) Home address, telephone, soc security #, date of birth, photos of active/former LE personnel, spouses and children

Other:

Case No: 12-121312

Tracking No.: 15-07-1853

Clerk Name/ID: T. Hunt/8105

Date: 08/31/2015

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
 CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
 DISPOSITION: ZULU
 DIVISION: ROAD PATROL

911:
 POLICE SERVICE CALL * * *
 SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 09/13/12 THURSDAY
 ZONE: C21 GRID: DEPUTY I.D.: 8826 NAME: HAUGH VINCENT ASSIST: TIME D 1155 A 1211 C 1522
 OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
 EXCEPTION TYPE:
 INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
 CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: RESIDENCE - SINGLE FAMILY
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..
 NAME LIST:
 ROLE:
 OTHER SIMON BERNSTEIN DOB: 12/02/1935
 SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
 RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE: 561 000-0000
 BUSINESS PHONE: 561 000-0000
 OTHER TED BERNSTEIN DOB: 08/27/1959
 SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
 RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33484 HOME PHONE: 561 213-2322
 BUSINESS PHONE: 561 000-0000
 OTHER ELLIOT I BERNSTEIN DOB: 09/30/1963
 SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
 RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE: 561 886-7627
 BUSINESS PHONE: 561 000-0000
 OTHER RACHEL WALKER DOB: 03/05/1984
 SEX: F RACE: W HT: 508 WT: 130 HR: BLOND EYE: BLUE
 RESIDENTIAL ADDRESS: 99 SE MIZNER ED BOCA RATON FL 33434 HOME PHONE: 561 275-8102
 BUSINESS PHONE: 561 000-0000
 OTHER MARITZ UCCIO DOB: 04/23/1966
 SEX: F RACE: W HT: 502 WT: 120 HR: BROWN EYE: BROWN
 RESIDENTIAL ADDRESS: 7020 LYONS HEAD LA BOCA RATON FL 33496 HOME PHONE: 561 305-2999
 BUSINESS PHONE: 561 000-0000
 OTHER LISA FRIEDSTEIN DOB: 03/15/1967
 SEX: F RACE: W HT: 501 WT: 120 HR: BROWN EYE: BROWN
 RESIDENTIAL ADDRESS: 2142 CHURCHHILL LA HIGHLAND IL 60035 HOME PHONE: 847 877-4633
 BUSINESS PHONE: 561 000-0000
 OTHER CANDICE M BERNSTEIN DOB: 10/09/1972

 printed by Employee Id #: 8105 on August 31, 2015 11:00:09AM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

SEX: F RACE: W HT: 508 WT: 125 HR: BLOND EYE: GREEN
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE: 561 886-7627
BUSINESS PHONE: 561 000-0000

ON 9/13/12 AT 1211 HOURS, I RESPONDED TO 7020 LYONS HEAD LANE, UNINCORPORATED BOCA RATON, FL., AND MET WITH TED BERNSTEIN AND HIS SISTER AND BROTHER, LISA FRIEDSTEIN AND ELLIOT BERNSTEIN, IN REFERENCE TO A POLICE ASSIST. TED ADVISED HIS FATHER, SIMON BERNSTEIN WAS TAKEN TO DELRAY COMMUNITY HOSPITAL AT 1000 HOURS ON 9/12/12 AND PASSED AWAY AT 0100 HOURS ON 9/13/12. HE EXPLAINED WHILE AT THE HOSPITAL HE WAS ADVISED BY SIMON'S CARETAKER, RACHEL WALKER THAT SIMON'S LIVE-IN GIRLFRIEND, MARITZA PUCCIO MIGHT HAVE PROVIDED SIMON WITH A LARGER THEN PRESCRIBED DOSE OF HIS MEDICATION AS WELL AS ONE OF HER PRESCRIBED AMBIEN SLEEPING PILLS, WHICH COULD OF CAUSED HIS DEATH. HE SAID HE VOICED HIS CONCERNS TO THE DOCTORS AT DELRAY COMMUNITY HOSPITAL BUT THEY ADVISED THERE DID NOT APPEAR TO BE ANY SUSPICIOUS CIRCUMSTANCES SURROUNDING SIMON'S DEATH AND THEY WOULD NOT BE CONDUCTING AN AUTOSPY. TED CONTACTED BOTH A PRIVATE COMPANY AND THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE REGARDING HAVING AN AUTOSPY CONDUCTED. BOTH ADVISED HE SHOULD CONTACT THE PALM BEACH COUNTY SHERIFF'S OFFICE.

AFTER SPEAKING WITH TED, I SPOKE WITH RACHEL. RACHEL STARTED BY TELLING ME THAT SIMON SUFFERED FROM SEVERAL AILMENTS TO INCLUDE, POLLIMALAGA, HEPATITIS C AND HE HAD OPEN HEART SURGERY APPROXIMATELY 2 YEARS AGO, WHICH WAS ONE OF SEVERAL OPEN HEART SURGERIES. SIMON WAS RECENTLY PLACED ON PREDNISONE FOR THE POLLIMALAGA, WHICH SHE SAID EFFECTED HIS MENTAL FACULTIES. RACHEL ADVISED WHEN SHE ARRIVED AT SIMON'S HOUSE AT 0830 HOURS ON 9/12/12, SHE FOUND SIMON LYING ON THE COUCH IN THE LIVING ROOM. HE WAS AWAKE AND BREATHING BUT HE HAD A VERY LOW HEART BEAT AND WAS UNAWARE OF HIS SURROUNDINGS. RACHEL SAID SHORTLY AFTER HER ARRIVAL MARITZA RETURNED HOME. THEY HAD A BRIEF ARGUMENT OVER WHETHER OR NOT THEY SHOULD BRING SIMON TO THE HOSPITAL AS RACHEL SAYS MARITZA DID NOT BELIEVE HE NEEDED TO GO TO THE HOSPITAL AT THIS TIME. RACHEL SAID THAT SHE FINALLY TOLD MARITZA THAT SHE WAS GOING TO TAKE HIM TO THE HOSPITAL BY HERSELF. SHE SAID SHE LEFT THE HOUSE APPROXIMATELY 1000 HOURS FOR THE HOSPITAL. RACHEL WENT ONTO TELL ME THAT MARITZA PROVIDED SIMON WITH ONE OF HER PRESCRIBED AMBIEN SLEEPING PILLS ON THE NIGHT OF 9/8/12. SHE ALSO SAID SIMON WAS PRESCRIBED 100 7.5-750 PILLS ON 9/7/12 AND SHE BELIEVE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

THAT MARITZA WAS PROVIDING SIMON WITH LARGER THEN PRESCRIBED DOSES OF [REDACTED]. RACHEL TOLD ME SHE BELIEVED THERE WERE ONLY 30 PILLS LEFT IN THE BOTTLE AT THE TIME OF SIMON'S DEATH. I LATER COUNTED THE BOTTLE OF [REDACTED]. THERE WERE 90.5 PILLS IN THE BOTTLE SHOWING THAT SIMON DID NOT TAKE MORE THAN PRESCRIBED.

IT SHOULD ALSO BE NOTED THAT I SPOKE WITH ELLIOT, WHO SAID HE WAS AT DINNER WITH SIMON AND MARITZA ON 9/8/12 AND OBSERVED HIS FATHER TELL MARITZA THAT HE WANTED ONE OF HER AMBIEN SLEEPING PILLS BECAUSE HE COULD NOT SLEEP. ELLIOT SAID THEY HAD A BRIEF ARGUMENT OVER THIS AS MARTIZA REFUSED TO ALLOW SIMON TO TAKE ONE OF HER PILLS INITIALLY. AT THIS TIME SGT. CASTELLI ARIVED ON SCENE AND WAS ADVISED OF THE CASE.

HE MADE CONTACT WITH VCD AND THE MEDICAL EXAMINER'S OFFICE. HE WAS ADVISED TO HAVE ME CONTACT DELRAY COMMUNITY HOSPITAL TO PUT A HOLD ON SIMON'S BODY FOR DR. BELL FROM THE MEDICAL EXAMINER'S OFFICE WHO WOULD CHECK ON THE SITUATION THE NEXT DAY. I WAS ALSO ADVISED TO EMAIL A COPY OF THE REPORT TO AARON RUIZ WITH THE MEDICAL EXAMINER'S OFFICE. DELRAY COMMUNITY HOSPITAL WAS CONTACTED AND A HOLD WAS PLACED ON SIMON'S BODY AND AARON RUIZ WAS EMAILED.

THIS REPORT IS FOR INFORMATION PURPOSES.

D/S HAUGH #8826

TRANS: 9/14/12 DG#4495

DICT: 9/13/12 @ 1700 HRS.

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 12121312 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 12121312

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
POLICE SERVICE CALL * * *
SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 01/23/14 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON 01/22/14 I WAS ASKED TO CONDUCT SOME FOLLOW-UP IN REGARDS TO THIS REPORT. ON 01/23/14 I WENT TO THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE AND OBTAINED A COPY OF THE SIMON BERNSTEIN AUTOPSY REPORT.

UPON REVIEWING THE REPORT, I FOUND THAT DR. MICHAEL BELL (DISTRICT MEDICAL EXAMINER) CONDUCTED AN AUTOPSY ON SIMON ON SEPTEMBER 14, 2012 AT 11 AM. THE RESULTS OF THE AUTOPSY CONCLUDED THE FOLLOWING:

MANNER OF DEATH: NATURAL
CAUSE OF DEATH: MYOCARDIAL INFARCT DUE TO SEVERE CORONARY ATHEROSCLEROSIS
CONTRIBUTORY CAUSE OF DEATH: BRONCHOPNEUMONIA, CIRRHOSIS

DR. BELL PROVIDED AN OPINION THAT SIMON DIED FROM A HEART ATTACK, DUE TO THE BLOCKAGE OF THE ARTERIES THAT FEED HIS HEART. HE ALSO HAD PNEUMONIA AND CIRRHOSIS. HE STATED THERE WAS NO OVERDOSE AND THAT HIS BLOOD CONCENTRATION WAS THERAPEUTIC. HE STATED THAT HE DID NOT HAVE MENINGITIS.

I ALSO FOUND THAT BODY WAS THEN TURNED OVER TO BOCA RATON FUNERAL HOME ON SEPTEMBER 14, 2012. ON 01/23/14 I SPOKE WITH TED BERNSTEIN. HE STATED THAT A PRIVATE AUTOPSY WAS NOT CONDUCTED.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
01/23/14 @ 1143 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/23/2014/MDR/#6405

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 12121312 SUPPLEMENT 2 O F F E N S E R E P O R T CASE NO. 12121312

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

POLICE SERVICE CALL * * *

SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 02/13/14 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1155 A 1211 C 1522

OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS

EXCEPTION TYPE:

INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0

LOCATION: RESIDENCE - SINGLE FAMILY

NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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IN A PREVIOUS INTERVIEW WITH ELIOT BERNSTEIN AND AGAIN IN AN E-MAIL FROM HIM, DATED 02/13/14, HE STATED THAT OTHERS HAD TALKED OF POISONING. I FOUND THAT HE CONTACTED DR. BELL FROM THE MEDICAL EXAMINER'S OFFICE REFERENCE THIS AND THEY HAD SERIES OF E-MAIL EXCHANGES REFERENCE THIS AND A HEAVY METALS SCREENING.

IN ELIOT'S E-MAIL HE SUGGESTS I SPEAK WITH TED AND RACHEL REFERENCE THE POISONING CLAIMS. IN MY CONVERSATION WITH TED ON 01/23/14 HE IMPLIED THAT HE WAS SATISFIED WITH THE MEDICAL EXAMINERS FINDINGS. HE DID NOT MAKE CLAIM OF POISONING. I SPOKE WITH RACHEL WALKER TODAY, 02/13/14. SHE TOLD ME THAT SHE HAD NO EVIDENCE OF POISONING. SHE TOLD ME THAT SHE WALKED INTO SIMON'S HOME ON 09/12/12 AND FOUND HIM LYING ON THE COUCH. SHE SAID HE AWOKE AND HE APPEARED SLIGHTLY OUT OF IT. SHE SAID HE HAD APPEARED SLIGHTLY OUT OF IT FOR A FEW DAYS AND MANY PEOPLE, INCLUDING ELIOT AND HIS WIFE WERE AWARE.

SHE TOLD ME THAT SIMON SCREAMED AT HER AND TOLD HER NOT TO CALL 911, SO SHE CALLED ELIOT AND CANDICE (ELIOT'S WIFE) AS WELL AS DIANA, SIMON'S SECRETARY, CAME OVER. SHE SAID THAT AFTER SOME DISCUSSION THE DECISION WAS MADE TO TAKE SIMON TO THE HOSPITAL. SHE TOLD ME THAT SHE, CANDICE, AND DIANA DROVE SIMON TO THE HOSPITAL WHERE HE LATER PASSED. SHE TOLD ME THAT SIMON WAS COMING DOWN OFF PREDNISONE AND SHE HAS SEEN OTHERS IN THE PAST ACT LIKE HE WAS WHEN THEY WERE COMING DOWN OFF PREDNISONE. SHE ALSO SAID SHE HAD HEARD THAT SIMON FELL AND HIT HIS HEAD THE WEEK BEFORE WHILE ON A TRIP IN THE BAHAMAS.

THIS CONCLUDES MY SUPPLEMENTAL REPORT. THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704

02/13/14 @ 1002 HRS.

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 2
CASE NO. 12121312 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

TRANS. VIA EMAIL/COPY/PASTE: 02/13/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 12121312 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 12121312

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

POLICE SERVICE CALL

SIGNAL CODE: 68 CRIME CODE: * NON CRIME CODE: PS CODE: 9568 02/13/14 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS

EXCEPTION TYPE:

INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 02/13/14 I MET WITH DR. BELL. HE INFORMED ME THAT HE WAS HAVING A
HEAVY METALS SCREENING DONE AND WOULD NOTIFY PBSO SHOULD ANYTHING ARISE FROM
THAT TEST. THIS CONCLUDES MY SUPPLEMENT REPORT AND INVOLVEMENT IN THIS CASE.
DETECTIVE RYAN W. MILLER #7704
02/13/14 @ 1137 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/14/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/23/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER RYAN ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431
NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

NAME LIST:
ROLE:

OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER SHIRLEY BERNSTEIN DOB: 06/29/1939
SEX: F RACE: W HT: 502 WT: 102 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 7020 LIONSHEAD RD BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
COMPLAINANT ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 511 WT: 175 HR: BLACK EYE: BROWN
RESIDENTIAL ADDRESS: 7387 WISTERIA AV PARKLAND FL 33076 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER ALAN B ROSE DOB: 10/23/1965
SEX: M RACE: W HT: 509 WT: 170 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 21145 ORMOND CT BOCA RATON FL 33433 HOME PHONE:561 000-0000
BUSINESS ADDRESS: 505 S. FLAGLER DR., STE. 600, WPB, FL 33401 BUSINESS PHONE:561 355-6991
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33484 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 988-8984
OTHER KIMBERLY MORAN DOB: 10/24/1972
SEX: F RACE: W HT: 505 WT: 135 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 4855 TECHNOLOGY WY BOCA RATON FL 33431 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER PATRICIA FITZMAURICE DOB: 01/12/1933

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 14029489 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

SEX: F RACE: W HT: 500 WT: 100 HR: GRAY EYE: BLUE
RESIDENTIAL ADDRESS: 950 PENINSULA CT APT. 1006 BOCA RATON FL 0 HOME PHONE:561 994-0310
BUSINESS PHONE: 561 000-0000
OTHER RACHEL WALKER DOB: 03/05/1984
SEX: F RACE: W HT: 508 WT: 130 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 15 OCEAN AV MONMOUTH B NJ 7750 HOME PHONE:561 275-8102
BUSINESS PHONE: 561 000-0000
OTHER ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 886-7628
BUSINESS PHONE: 561 245-8588
OTHER CANDICE M BERNSTEIN DOB: 10/09/1972
SEX: F RACE: W HT: 508 WT: 125 HR: BLOND EYE: GREEN
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 886-7628
BUSINESS PHONE: 561 245-8588
OTHER DONALD TEACHER DOB: 09/26/1944
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 4855 TECHNOLOGY WY BOCA RATON FL 33431 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER TRACI A KRATISH DOB: 08/27/1978
SEX: F RACE: W HT: 507 WT: 135 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 16068 GLENCREST AV DELRAY BCH FL 33446 HOME PHONE:561 512-1933
BUSINESS ADDRESS: 5100 TOWN CTR. CR., STE. 500, BOCA RATON, FL BUSINESS PHONE:561 955-8088

ROLE:

OTHER ROLE NO. 3

NAMES	LAST	FIRST	MIDDLE	J/S	R/S	DOB
REAL...	SIMON	PAMELA	BETH		F	

ADDRESS	NO.	STREET	SFX	DIR	APT#	CITY	ST	ZIP
HOME...	950	MICHIGAN	AV	N	2603	CHICAGO	IL	60611

PHONE #S	HOME	OTHER	BUSINESS
	000 0000	000 0000	(312) 819 7474

SCARS/MARKS/TATOOS: PSIMON@STPCORP.COM

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
 CASE NO. 14029489 OFFENSE REPORT CASE NO. 14029489
 DISPOSITION: ZULU

ROLE:

OTHER ROLE NO. 2
 NAMES LAST FIRST MIDDLE J/S R/S DOB
 REAL... IANTONI JILL MARLA F 10/25/65
 ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
 HOME... 2101 MAGNOLIA LA HIGHLAND PARK IL 60035
 PHONE #S HOME OTHER BUSINESS
 (847) 831 4915 000 0000 (312) 804 2318
 SCARS/MARKS/TATOOS: JILLIANTONI@GMAIL.COM IANTONI_JILL@NE.BAH.COM

ROLE:

OTHER ROLE NO. 1
 NAMES LAST FIRST MIDDLE J/S R/S DOB
 REAL... FRIEDSTEIN LISA SUE W F 03/15/65
 ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
 HOME... 2142 CHURCHILL LA HIGHLAND PARK IL 60035
 PHONE #S HOME OTHER BUSINESS
 (847) 877 4633 000 0000 (312) 000 0000
 SCARS/MARKS/TATOOS: LISA@FRIEDSTEINS.COM LISA@FRIEDSTEIN@GMAIL.COM

ROLE:

OTHER ROLE NO. 4
 NAMES LAST FIRST MIDDLE J/S R/S DOB
 REAL... NACLERIO RICHARD J W M
 ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
 HOME... 876 CAMINO REAL E BOCA RATON FL 33428
 OTHER... 955 ESPLANADE PELHAM NY 10803

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 4
CASE NO. 14029489 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

PHONE #S HOME OTHER BUSINESS
(561) 394 3552 (914) 738 2286 (312) 000 0000

ROLE:

OTHER ROLE NO. 11

NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... PEARSON WILLIAM M W M

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
OTHER... 0 P.O. BOX 1076 MIAMI FL 33149

PHONE #S HOME OTHER BUSINESS
(786) 301 4048 (914) 000 0000 (312) 000 0000

ROLE:

OTHER ROLE NO. 15

NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... KAPLAN SAMUEL M

PHONE #S HOME OTHER BUSINESS
(818) 501 7766 (914) 000 0000 (312) 000 0000

ROLE:

OTHER ROLE NO. 16

NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... BLOCK IRWIN J M

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 700 FEDERAL HW S BOCA RATON FL 00000

PHONE #S HOME OTHER BUSINESS
(818) 000 0000 (561) 393 5660 (312) 000 0000

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ROLE:

OTHER ROLE NO. 18
NAME LAST FIRST MIDDLE J/S R/S DOB
REAL... CUNHA JAMES S W M
ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 250 AUSTRALIAN AV S 1402 WEST PALM BEACH FL 33401
PHONE #S HOME OTHER BUSINESS
(818) 000 0000 (561) 000 0000 (561) 429 3924

ON 01/21/14 AT 1:45 PM I MET WITH ROBERT SPALLINA AND HIS ATTORNEY DAVID ROTH. SGT. DAVID GROOVER WAS ALSO PRESENT DURING THE INTERVIEW. WE MET AT THE PALM BEACH COUNTY SHERIFF'S OFFICE, DISTRICT 1 CONFERENCE ROOM, WHICH IS LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FL. ROBERT SPALLINA STATED THAT HE AND HIS PARTNER, DONALD TESCHNER, MET SIMON AND SHIRLEY BERNSTEIN IN 2007. HE SAID THAT IN 2008 THE BERNSTEIN'S CAME TO THE TESCHNER AND SPALLINA FIRM. HE SAID THAT THEY (THE ATTORNEY'S OFFICE) CREATED WILLS AND TRUSTS FOR BOTH SIMON AND SHIRLEY IN 2008, AMONG OTHER PLANNING. SPALLINA TOLD US THAT SIMON HAD BEEN IN THE INSURANCE BUSINESS FOR 40 YEARS.

HE SAID THAT THE SUBJECT OF THE FIRST MEETINGS WAS THE SALE OF THE INSURANCE BUSINESS DOWN THE ROAD, AS WELL AS MOVING AROUND SOME STOCKS. SPALLINA STATED THE CONVERSATIONS WITH SIMON AND THE THOUGHT PROCESS WAS THAT ONCE SIMON SOLD THE INSURANCE BUSINESS HE OWNED, ALL THE FAMILY WOULD BENEFIT FROM IT (FINANCIALLY). HE SAID THE BUSINESS WAS NEVER SOLD, BUT A LOT OF PLANNING AND PREPARATION WAS DONE FOR IT, TO INCLUDE SETTING UP A FLORIDA LIMITED PARTNERSHIP AND A DELAWARE ASSET PROTECTION TRUST. SPALLINA STATED THAT SIMON WAS ALWAYS CONCERNED WITH CREDITOR PROTECTION. HE SAID THAT IS QUITE COMMON IN THE INSURANCE BUSINESS WORLD.

SPALLINA REITERATED THAT IN 2008, THE LAW FIRM DID THE DOCUMENTS FOR THE WILLS AND TRUSTS. HE STATED THEY (SIMON & SHIRLEY) HAVE FIVE CHILDREN AND 10 GRANDCHILDREN, AS WELL AS A STEP-GRANDCHILD.

SPALLINA SAID THAT THE ESTATE PLAN WAS SIMILAR TO MOST OTHERS, IT SAID SHOULD ONE SPOUSE DIE FIRST, THE OTHER WILL RECEIVE EVERYTHING (ALL ASSETS). HE SAID THAT UNDER BOTH TRUSTS, THE INITIAL DOCUMENTS READ THAT UPON THE SECOND DEATH, TWO CHILDREN (TED AND PAM) WERE EXCLUDED. HE TOLD US THIS TOOK PLACE SINCE BOTH TED AND PAM WERE SET UP WITH LIFE INSURANCE BUSINESSES AND THEY WANTED TO MAKE THE REMAINING CHILDREN (ELIOT, LISA, AND JILL) AS WHOLE AS THEY COULD. NOTE: TED WAS WORKING WITH SIMON IN THE INSURANCE BUSINESS

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DOWN HERE IN FLORIDA AND PAM RECEIVED A COMPANY IN ILLINOIS.

SPALLINA REITERATED THAT UPON THE DEATH OF THE SECOND SURVIVOR, EVERYTHING FROM BOTH TRUSTS GOES TO JILL, LISA, AND ELIOT ADDING THAT SHIRLEY HAD ONE OTHER STIPULATION IN HER TRUST, WHICH STATED THAT TED'S STEPSON, (MATTHEW LOGAN) RECEIVED \$200,000. HE TOLD ME THAT SHIRLEY HAD A LIKING TO MATTHEW SO SHE ADDED THAT TO HER TRUST, BUT THAT SIMON DID NOT BELIEVE IN THAT, THAT HE FELT EVERYTHING SHOULD GO TO BLOOD (A BIOLOGICAL CHILD). SPALLINA SAID THAT LATER ON IN 2008, SHIRLEY STATED SHE WANTED TO CHANGE HER TRUST DOCUMENTS IN REFERENCE TO THE MONEY LEFT TO MATTHEW LOGAN. HE STATED THAT AN AMENDMENT WAS CREATED, WHICH WAS SIGNED BY SHIRLEY ON NOV. 18, 2008 TAKING LOGAN OUT OF THE TRUST.

SPALLINA STATED THAT HE FELT THAT SIMON'S WISHES OVERRODE SHIRLEY'S IN THIS SITUATION. SPALLINA SAID THAT HE AND KIMBERLY MORAN (HIS EMPLOYEE & A NOTARY) WENT TO SHIRLEY'S HOME FOR THE DOCUMENT TO BE SIGNED. HE SAID THAT RACHEL WALKER, SHIRLEY'S ASSISTANT, WAS PRESENT WHEN THE DOCUMENT WAS SIGNED. SHE AND SPALLINA ARE ON THE DOCUMENT AS WITNESSES, MORAN IS THE NOTARY FOR SHIRLEY'S SIGNATURE. HE TOLD ME THAT WAS THE LAST CHANGE SHIRLEY EVER MADE TO HER DOCUMENTS AND THAT SHE PASSED ON DECEMBER 2010. SIMON WAS STILL ALIVE AND THE TRUST READ THAT EVERYTHING WENT TO HIS BENEFIT. SPALLINA REITERATED THAT HER DOCUMENTS READ THAT UPON SIMON'S DEATH, EVERYTHING (HER ASSETS) WENT TO JILL, LISA, AND ELIOT.

SPALLINA STATED THAT IN 2012, SIMON CONTACTED HIM STATING THAT HE WAS HAVING CONCERNS ABOUT HOW HE HAD ELIMINATED TED AND PAM FROM HIS TRUST. HE STATED THAT IT IS POSSIBLE THAT THESE THOUGHTS CAME ON BECAUSE PAM STARTED SENDING HIM LETTERS. HE SAID THAT SHE (PAM) HAD A LAWYER CONTACT HIS OFFICE AND ASK FOR COPIES OF SHIRLEY'S TRUST DOCUMENTS. SPALLINA SAID THAT HE MET WITH SIMON, WHO SAID THAT HE WAS CONSIDERING CHANGING HIS DOCUMENTS. HE SAID THAT ONE OF THE CHANGES DISCUSSED WAS HOW TO INCLUDE TED AND PAM'S CHILDREN.

SPALLINA STATED THAT SIMON HAD A LIFE INSURANCE POLICY WITH THE BENEFIT OF \$1,600,000. HE SAID THAT THE POLICY READ THAT IF SIMON PASSED BEFORE SHIRLEY SHE RECEIVED THE BENEFIT, BUT IF SHIRLEY PASSED BEFORE HIM, THE FIVE CHILDREN RECEIVED THE BENEFITS ONCE HE PASSED. THIS POLICY ORIGINATED OUT OF ILLINOIS. SPALLINA ADDED THAT THIS POLICY AND ITS DISTRIBUTION OF FUNDS ARE CURRENTLY IN A FEDERAL COURT BATTLE.

SPALLINA STATED THAT A DISCUSSION TOOK PLACE WITH HIM AND SIMON IN 2012; REFERENCE THE FACT THAT SIMON HAD ISSUES ON HOW AND WITH WHOM FUNDS WERE GOING TO BE DISTRIBUTED TO UPON HIS DEATH. HE TOLD ME SIMON WAS HAVING RESERVATIONS ABOUT TED AND PAM NOT BEING IN HIS TRUST, AS WELL AS THAT FACT THAT HE THEN HAD A GIRLFRIEND BY THE NAME OF MARITZ PUCCIO THAT HE WANTED TO PROVIDE FOR. HE ADDED THAT NO ONE IN THE FAMILY WAS HAPPY THAT PUCCIO WAS IN SIMON'S LIFE. HE ALSO TOLD ME THAT SIMON WANTED HIS GRANDCHILDREN TO RECEIVE BENEFITS FROM

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THE TRUST.

SPALLINA SAID THAT SIMON FIRST SUGGESTED MAKING BENEFICIARY CHANGES ON THE AFOREMENTIONED LIFE INSURANCE POLICY. SPALLINA SAID THAT HE TOLD SIMON THAT WAS A VERY BAD IDEA. HE TOLD ME THAT THERE WAS SOMETHING CALLED AN EXERCISE OF POWER OF APPOINTMENT, PUT IN BOTH SIMON AND SHIRLEY'S TRUST DOCUMENTS. HE SAID THIS GAVE THE LIVING SPOUSE THE ABILITY TO MAKE CHANGES ON THE DECEASED SPOUSE'S DOCUMENTS. HE SAID THAT HE TOLD SIMON, THAT MAYBE THEY SHOULD EXPLORE OPTIONS WITH THAT. HE SAID SIMON TOLD HIM THAT HE WANTED TO MAKE THE NECESSARY CHANGES TO HAVE BOTH TRUSTS READ THAT THE 10 GRANDCHILDREN WERE THE BENEFICIARIES. HE TOLD ME THAT HE TOLD SIMON (SI AS HE CALLS HIM) THAT HE COULD NOT MAKE THOSE CHANGES TO SHIRLEY'S TRUST BECAUSE SHE HAD WROTE TED AND PAM AND THEIR CHILDREN AS PREDECEASED IN HER TRUST.

SPALLINA REITERATED THAT SIMON CAN DO WHATEVER HE WANTS WITH HIS ESTATE, BUT ALL HE CAN DO WITH SHIRLEY'S TRUST IS GIVE IT TO LISA, JILL, AND ELIOT'S CHILDREN. HE SAID THAT SIMON WAS NOT HAPPY ABOUT THIS. HE SAID THAT SIMON WAS VERY ADAMANT ABOUT LEAVING EVERYTHING IN THE ESTATES TO THE GRANDCHILDREN. HE ALSO SAID THAT HE ADVISED SIMON TO NOT MAKE CHANGES TO THE LIFE INSURANCE POLICY OR THE ESTATES, MAKING PUCCIO A BENEFICIARY. HE STATED THAT THIS WILL ONLY CAUSE PROBLEMS AND CREATE LITIGATION. SPALLINA SAID THE AFOREMENTIONED DISCUSSION AND MEETING TOOK PLACE IN FEBRUARY 2012. HE SAID THE MEETING CONCLUDED WITH SIMON SAYING HE NEEDED TO THINK ABOUT THINGS.

HE TOLD ME THAT THREE MONTHS LATER, SIMON CONTACTED HIM STATING HE KNEW WHAT HE WANTED TO DO. HE SAID THAT SIMON TOLD HIM HE WANTED TO LEAVE HIS INSURANCE POLICY ALONE, BUT THAT HE WANTS BOTH TRUSTS TO GO TO HIS 10 GRANDCHILDREN. SPALLINA SAID THAT HE EXPLAINED TO HIM AGAIN, THAT ONLY HIS TRUST, NOT SHIRLEY'S CAN GO TO BOTH GRANDCHILDREN, UNLESS HE TAKES ALL OF THE ASSETS OUT OF THE SHIRLEY TRUST AND PUTS THEM INTO HIS NAME. HE SAID THE COST OF TAKING THE ASSETS OUT OF SHIRLEY'S TRUST WOULD HAVE BEEN SIGNIFICANT, BECAUSE SHIRLEY'S DEATH OCCURRED BEFORE FEDERAL ESTATE TAX CHANGES TOOK PLACE, SO AS LONG AS IT STAYED IN HER ESTATE IT WOULD BE FREE OF TAX, BUT SHOULD IT GO TO SIMON'S TRUST IT WILL BE TAXED.

THERE WAS ALSO AN ISSUE OF SUBJECTING THE ASSETS FROM SHIRLEY'S ESTATE TO CREDITORS IF IT WENT TO SIMON'S ESTATE. SPALLINA TOLD ME THAT AT THIS TIME, SIMON SAID "GET MY CHILDREN ON THE PHONE". HE SAID THAT SIMON TOLD HIM THAT HE WANTED HIS CHILDREN TO AGREE THAT ALL ASSETS FROM BOTH TRUSTS GO TO THE 10 GRANDCHILDREN. HE SAID THAT SIMON TOLD HIM HE (SIMON) COULD GET THEM TO AGREE. SPALLINA CONFIRMED THAT THIS CONVERSATION OCCURRED ON THE SAME DATE, DURING THE SAME PHONE CALL (CONFERENCE CALL), REGARDING THE WAIVER OF ACCOUNTING FORM FOR SHIRLEY'S ESTATE IN PBSO CASE #13-097087.

FROM A PREVIOUS INVESTIGATION DONE BY ME, I FOUND THAT SIMON SIGNED THE WAIVER OF ACCOUNTING ON 04/09/12, SO IT IS POSSIBLE THAT THE PHONE CALL

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OCCURRED ON THAT DATE. I HAD ALSO NOTED IN MY REPORT THAT THERE WAS SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT. SPALLINA SAID THAT DURING THE PHONE CALL, ALL FIVE KIDS AGREED THAT CHANGING THE INHERITANCE OF BOTH ESTATES TO THE GRANDCHILDREN WAS A GREAT IDEA. HE SAID THAT ELIOT SPOKE THE MOST, STATING THINGS SUCH AS, GREAT IDEA DAD, WHATEVER YOU WANT TO DO, WHATEVER MAKES YOU FEEL BEST, WHATEVER IS BEST FOR YOUR HEALTH DAD.

SO, AFTER THE AFOREMENTIONED PHONE CALL, NEW DOCUMENTS WERE DRAWN UP FOR SIMON'S ESTATE. THESE NEW DOCUMENTS GAVE EVERYTHING TO ALL 10 GRANDKIDS. HE ALSO EXERCISED HIS POWER OF SHIRLEY'S ESTATE, LEAVING EVERYTHING TO ALL 10 GRANDKIDS, EVEN THOUGH LEGALLY HE COULD NOT INCLUDE TED AND PAM'S KIDS BECAUSE OF THE PREDECEASED LIMITATION. HE SAID THESE DOCUMENTS WERE EXECUTED AT THE END OF JULY 2012. HE SAID SEVEN WEEKS LATER SIMON DIES, UNEXPECTEDLY. I FOUND THAT SIMON PASSED ON SEPTEMBER 13, 2012 OF A HEART ATTACK.

SPALLINA SAID APPROXIMATELY TWO MONTHS AFTER THAT, HIS OFFICE RECEIVED A REQUEST FROM ELIOT'S ATTORNEY, CHRISTINE YATES, FOR ALL DOCUMENTS RELATING TO SIMON AND SHIRLEY BERNSTEIN, TO INCLUDE DOCUMENTS RELATING TO BERNSTEIN FAMILY REALITY, WHICH OWNS A HOME THAT ELIOT AND HIS FAMILY LIVE IN. HE SAID THAT HIS HOME IS ACTUALLY OWNED AND IS FUNDED BY THREE TRUSTS THAT SIMON CREATED. THE THREE TRUSTS ARE IN THE NAME OF ELIOT'S THREE CHILDREN, (JACK, JAKE, AND DAN).

SPALLINA TOLD ME THAT HE AND HIS PARTNER HAD DISCUSSIONS REFERENCE TO FULFILLING SIMON'S WISHES OF ALL 10 GRANDCHILDREN RECEIVING THE BENEFITS FROM BOTH SIMON AND SHIRLEY'S TRUSTS. HE SAID THAT HE AND HIS PARTNER, DONALD TESCHNER, DISCUSSED DOING A SCRIVENER'S AFFIDAVIT REFERENCE REINSTATING TED AND PAM'S CHILDREN INTO SHIRLEY'S TRUST, SINCE THEIR NOTES WERE UNCLEAR TO AS IF THE GRANDCHILDREN WERE OR WERE NOT DEEMED PREDECEASED, AS TED AND PAM WERE. HE TOLD ME THAT THE DECISION WAS MADE TO NOT DO THE SCRIVENER'S AFFIDAVIT, DUE TO THE CHANCE THAT IT MAY NOT WORK. HE SAID THOUGH, THAT AGAINST HIS BETTER JUDGMENT HE ALTERED THE FIRST PAGE OF THE FIRST AMENDMENT TO THE SHIRLEY BERNSTEIN TRUST AGREEMENT, BEFORE HE TURNED IT OVER TO YATES. THE ORIGINAL WAS MENTIONED EARLIER ON IN THIS REPORT AND STATES THAT SHIRLEY SIGNED IT ON NOVEMBER 18, 2008. IT TOOK MATTHEW LOGAN OUT OF THE TRUST.

SPALLINA SAID THAT THEY NOTICED THAT THE FIRST PAGE OF THE DOCUMENT SKIPPED FROM ONE TO THREE, SO HE TOOK IT UPON HIMSELF TO ADD IN NUMBER TWO, BEFORE SENDING IT TO YATES. THE CHANGE THAT NUMBER TWO MADE TO THE TRUST, AMENDED PARAGRAPH E OF ARTICLE III, MAKING IT READ THAT ONLY TED AND PAM WERE CONSIDERED PREDECEASED, NOT THEIR CHILDREN. HE SAID THE ORIGINAL TRUST STATES THAT TED, PAM, AND THEIR CHILDREN ARE DEEMED PREDECEASED. SPALLINA SAID HE DID THIS AT THIS OFFICE IN BOCA RATON, FLORIDA. HE SAID THAT NO ONE ELSE TOOK PART IN ALTERING THE DOCUMENT. HE SAID THAT HE DID IT TO MAKE SIMON'S WISHES AND THE VERBAL AGREEMENT FROM THE APRIL 2012 PHONE CONVERSATION COME TRUE.

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SPALLINA STATED THAT ALTHOUGH HE CREATED THE ALTERED FORM AND ATTACHED IT TO THE ORIGINALLY SIGNED/NOTARIZED FORM, HE RECEIVED NO INCOME OR GAIN FROM IT. HE STATED HE SOLELY DID IT TO FULFILL SIMON'S WISHES. HE CONFIRMED THAT THIS ALTERED DOCUMENT DID NOT GET FILED WITH THE COURTS.

SPALLINA STATED THAT AGAINST HIS ADVICE, A DISTRIBUTION WAS MADE FROM ONE OF THE TRUSTS AFTER SIMON'S DEATH. HE STATED THAT HE ADVISED AGAINST THIS AND WHEN SIMON PASSED, A FORMER PARTNER FILED A CLAIM AGAINST THE ESTATE FOR \$2,500,000.

SPALLINA ALSO TOLD ME THAT IN 2006, ALL OF THE GRANDCHILDREN RECEIVED TRUSTS FROM SHIRLEY AND SIMON. HE STATED THAT YATES WAS ACTUALLY THE ATTORNEY FOR ELIOT'S CHILDREN'S TRUSTS. SPALLINA STATED THAT SIMON WANTED ELIOT'S KIDS TO HAVE A HOME, BUT DID NOT WANT THE HOME IN ELIOT'S NAME.

SPALLINA ALSO TOLD ME THAT IN 2009 SIMON CAME TO HIM AND SAID HE IS BUYING A HOUSE FOR ELIOT AND HIS FAMILY TO LIVE IN, BUT HE DOES NOT WANT ELIOT TO OWN THE HOME. HE SAID THAT SIMON TOLD HIM THAT HE WANTED ELIOT'S CHILDREN'S THREE TRUSTS TO OWN THE HOME. HE THEN SET UP A LIMITED LIABILITY COMPANY, WHICH IS BERNSTEIN FAMILY REALTY. HE SAID THAT SIMON SET UP AN ACCOUNT AT LEGACY BANK. HE SAID THAT SIMON FUNDED THE ACCOUNT, TO PAY FOR THE EXPENSES AT THE HOUSE. RACHEL WALKER WAS IN CHARGE OF PAYING THOSE EXPENSES. HE SAID THAT AT SIMON'S DEATH THE ACCOUNT HAD VERY LITTLE MONEY IN IT. HE SAID THIS WAS THE TYPE OF ACCOUNT THAT ONLY ENOUGH MONEY WENT INTO IT EACH MONTH TO COVER THE NECESSARY EXPENSES FOR THE HOME, SUCH AS POWER, WATER, AND MORTGAGE.

SPALLINA STATED THAT PRIOR TO SIMON'S DEATH, HE WAS THE MANAGER OF BFR, BUT AFTER HIS DEATH IT WAS TRANSFERRED TO OPPENHEIMER TRUST COMPANY, BECAUSE NO ONE IN THE FAMILY WANTED TO MANAGE IT. HE STATED THIS WAS BECAUSE NO ONE WANTED TO DEAL WITH ELIOT. HE SAID OTC BECAME THE TRUSTEE AND THE LEGACY BANK ACCOUNT GOT CLOSED OUT SINCE THE ACCOUNT HAD MINIMAL FUNDS IN IT AND SIMON WAS NO LONGER ALIVE TO FUND IT. HE STATED THAT OTC OPENED UP THEIR OWN BFR TRUST ACCOUNT. HE SAID THAT WHEN THIS OCCURRED, THERE WAS APPROXIMATELY \$80,000 IN EACH OF ELIOT'S CHILDREN'S TRUSTS. HE SAID THAT ELIOT STARTED CALLING UP OTC ASKING FOR THEM TO PAY BILLS.

SPALLINA SAID THE PROBLEM IS THAT SINCE NEITHER ELIOT NOR HIS WIFE WERE WORKING, THEY WERE ALSO ASKING FOR THEIR CREDIT CARD BILLS TO BE PAID, ALONG WITH THE NORMAL LIVING EXPENSES. HE STATED THAT THE CREDIT CARD BILLS SHOWED CHARGES TO HIGH END RESTAURANTS, SUCH AS CAPITAL GRILL. SPALLINA SAID THAT DUE TO THE EXPENSES BEING PAID BY THE THREE CHILDREN'S TRUST, TO INCLUDE PRIVATE SCHOOL, THE TRUSTS WERE DRAINED BY AUGUST 2013.

SPALLINA STATED THAT TED BERNSTEIN IS THE TRUSTEE FOR SHIRLEY'S TRUST. HE SAID THAT SHIRLEY HAD A CONDO THAT WAS SOLD FOR \$1,400,000 AND THAT MONEY WENT INTO THE TRUST. HE SAID THAT TED DISCUSSED WITH HIS SIBLINGS, POSSIBLY

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EXCLUDING ELIOT, THAT THERE WAS CONCERN ABOUT A CREDITOR GETTING SOME OF THE MONEY. HE SAID THAT TED MADE A DISTRIBUTION TO SEVEN OF THE 10 GRANDCHILDREN'S TRUSTS. FOUR OF WHICH INCLUDE TED'S THREE CHILDREN AND PAM'S CHILD. SPALLINA SAID THAT TED ONLY FUNDED SEVEN OF THE GRANDCHILDREN, BECAUSE ELIOT REFUSED TO OPEN ACCOUNTS FOR HIS THREE KIDS SO THAT TED COULD FUND THEM. HE SAID THAT IN SEPTEMBER OF 2013, \$80,000 WAS DISTRIBUTED TO EACH OF THE SEVEN TRUSTS, WHICH IS A TOTAL OF \$560,000. SPALLINA REITERATED THAT TED WAS TOLD TO NOT MAKE DISTRIBUTIONS.

SPALLINA WAS ASKED AND CONFIRMED THAT THE ALTERED DOCUMENT REFERENCE SHIRLEY'S TRUST, IS THE ONLY MISTAKE THAT HE MADE. HE IS NOT AWARE OF ANY OTHER MISTAKES.

I WAS SUPPLIED A COPY OF THE ALTERED DOCUMENT BY SPALLINA ON 01/22/14.

THIS NARRATIVE IS NOT A VERBATIM ACCOUNT OF THE INTERVIEW WITH SPALLINA. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH SIMON AND SHIRLEY'S CHILDREN, IN ATTEMPT TO GAIN STATEMENTS FROM THEM.

THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704

01/24/14 @ 1153 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

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DIVISION: DETECTIVE

911:

ECONOMIC CRIMES * * *

SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/29/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..

ON JAN. 28, 2014 I MET WITH TED BERNSTEIN WHO WAS ACCOMPANIED BY ATTORNEY ALAN ROSE. ROSE IS A CIVIL ATTORNEY, SPECIALIZING IN PROBATE AND BUSINESS LITIGATION. THIS INTERVIEW TOOK PLACE AT THE PALM BEACH COUNTY SHERIFF'S OFFICE, SPECIAL INVESTIGATIONS DIVISION'S CONFERENCE ROOM, LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FLORIDA 33406 AT 11:46 A.M. THE FOLLOWING IS A NON-VERBATIM ACCOUNT OF THE INTERVIEW:

TED STATED THAT HE AND HIS FATHER SIMON HAD AN OFFICE TOGETHER. HE TOLD ME THAT IN 2007 HE HAD NOTICED THAT TESCHER AND SPALLINA STARTED FREQUENTING THE OFFICE AND THEY CONTINUED TO VISIT THE OFFICE QUITE OFTEN INTO 2008. HE SAID THAT HE THEN REALIZED THAT HIS PARENTS WERE CONDUCTING THEIR ESTATE PLANNING. HE SAID THAT HE WAS NOT ASKED TO BE PART OF THE PLANNING, NOR DID HE INQUIRE ABOUT IT. TED TOLD ME THAT HE IS THE ELDEST CHILD OF FIVE, TO INCLUDE JILL, LISA, PAM, AND ELIOT. THE OFFICE FOR THE INSURANCE AGENCY THAT TED AND SIMON WORKED TOGETHER AT IS LOCATED AT 950 PENINSULA CORPORATE CIRCLE, BOCA RATON, FL 33487.

TED STATED THAT HE FOUND OUT UPON HIS FATHER'S DEATH, THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S TRUST. HE TOLD ME THAT THE ATTORNEY'S (TESCHER AND SPALLINA) MADE HIM AWARE OF THIS. HE SAID HE WAS ALSO INFORMED HE WAS A CO-TRUSTEE FOR SOME OTHER ACCOUNT. HE TOLD ME THAT HE IS NOT GOING TO INHERIT AN INSURANCE AGENCY, BUT THAT HE AND HIS FATHER WERE PARTNERS. HE STATED THAT HE OWNS STOCK IN THE AGENCY WITH NO OPTION FOR HIM TO INHERIT OR PURCHASE HIS FATHER'S INTEREST IN THE COMPANY. HE COMMENTED ON THE FACT THAT THE BUSINESS MAKES LITTLE INCOME THESE DAYS.

TED STATED THAT IN THE FIRST PART OF 2012, HIS FATHER (SIMON) HAD A

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DISCUSSION WITH HIM, REFERENCE AN ISSUE THAT PAM RAISED WITH SIMON ABOUT HOW THE DOCUMENTS FOR THE TRUSTS WERE DRAWN UP. HE TOLD ME THAT HE BELIEVED PAM HAD SENT SIMON SOME INFORMATION OR A BOOK RELEVANT TO HER VIEW ON HOW YOU DO ESTATE PLANNING WHEN CHILDREN AND GRANDCHILDREN ARE INVOLVED. HE SAID THAT HIS FATHER DID ASK HIM HIS OPINION ON THINGS AND TED TOLD HIM THAT HE DID FEEL THAT THE GRANDCHILDREN MAY NOT UNDERSTAND IT IF THEY DID NOT RECEIVE AN INHERITANCE. HE STATED THAT HIS FATHER TOLD HIM THAT HE MADE A REALLY GOOD POINT AND SOMETHING TO CONSIDER. TED SAID THAT SOON AFTER THAT CONVERSATION HIS FATHER ANNOUNCED THAT HE WANTED TO TALK WITH HIS CHILDREN ABOUT THE DISTRIBUTION OF HIS AND SHIRLEY'S ASSETS UPON HIS DEATH. HE TOLD ME THAT A CONFERENCE CALL MEETING TOOK PLACE INCLUDING HIS (SIMON'S) FIVE CHILDREN, SIMON, AND SPALLINA. HE SAID THAT THE CONVERSATION WENT REALLY WELL AND SIMON GOT TO PROVIDE HIS WISHES VERY CLEARLY.

HE STATED THAT SPALLINA EXPLAINED THE PROCESS LEGALLY, BUT HIS FATHER MADE A STATEMENT AND ASKED EACH CHILD DIRECTLY, HOW THEY FELT ABOUT IT. TED SAID THAT IT WAS TOLD TO HIM AND HIS SIBLINGS THAT SIMON WAS LEAVING ALL OF HIS WEALTH TO HIS 10 GRANDCHILDREN EQUALLY. HE SAID THAT SIMON TOLD THEM THAT THEY (THE CHILDREN) WERE EACH GETTING 1/5 OF A LIFE INSURANCE POLICY. TED SAID THAT IT WAS OBVIOUS THAT HIS FATHER WAS NOT ASKING FOR PERMISSION, BUT STATING CLEARLY WHAT HE THOUGHT WAS RIGHT. TED SAID THAT EACH CHILD STATED THEY FELT OK ABOUT THE DECISION AND THAT IT WAS HIS WEALTH TO MAKE DECISIONS WITH. TED STATED THAT HE BELIEVES THIS WAS THE SAME PHONE CALL WHERE HE WAS TOLD BY SPALLINA HE, AS WELL AS SIBLINGS, WOULD BE RECEIVING FORMS THEY NEEDED TO SIGN AND RETURN. HE STATED THAT SOON AFTER THIS CALL HE RECEIVED THE WAIVER OF ACCOUNTING FORM FOR HIS MOTHER'S ESTATE. THIS IS THE DOCUMENT DISCUSSED IN PBSO CASE # 13-097087.

TED STATED THAT HE WAS NOT INVOLVED IN ANY OTHER DISCUSSIONS REFERENCE ESTATES UNTIL HIS FATHER'S PASSING ON SEPTEMBER 13, 2012. HE SAID THAT TESCHER AND SPALLINA TOLD HIM AFTER HIS FATHER'S DEATH THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S ESTATE. HE SAID OVER MANY IN PERSON MEETINGS AND PHONE CALLS HE WAS GIVEN GUIDANCE BY THE ATTORNEYS ON HOW TO PERFORM HIS DUTIES AS A TRUSTEE, BECAUSE THIS WAS ALL NEW TO HIM. HE HAD NEVER BEEN IN THIS ROLE BEFORE. HE STATED HE WAS NOT PROVIDED A CHECKLIST OR BOOK ON HOW TO PERFORM THESE DUTIES. TED SAID THAT HE MADE IT CLEAR TO HIS SIBLINGS THAT HE IS THE TRUSTEE ON SHIRLEY'S TRUST. TED STATED THAT HE WAS TOLD THAT SHIRLEY'S TRUST WAS TO BE DISTRIBUTED AMONGST HER 10 GRANDCHILDREN. TED STATED THAT HE DID NOT READ ALL OF SHIRLEY'S TRUST DOCUMENTS AND THAT SPALLINA AND TESCHER HAD BOTH TOLD HIM SEVERAL TIMES HOW SHIRLEY'S TRUST WAS TO BE DISTRIBUTED.

TED SAID THAT HE DID READ IN THE DOCUMENTS WHERE THE 10 GRANDCHILDREN WERE TO RECEIVE THE ASSETS FROM THE TRUST. HE SAID THAT HE DID ISSUE A PARTIAL DISTRIBUTION TO THE SEVEN OF THE 10 GRANDCHILDREN. HE DID NOT ISSUE

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DISPOSITION: ZULU

DISTRIBUTIONS TO ELIOT'S CHILDREN BECAUSE ELIOT REFUSED TO SET UP ACCOUNTS FOR THE FUNDS TO BE SENT TOO. HE ALSO TOLD ME THAT ELIOT TOLD JUDGE COLIN IN COURT THAT HE DID NOT WANT TO SET UP THE ACCOUNTS FOR HIS CHILDREN TO RECEIVE THE FUNDS, BECAUSE THE FUNDS BELONG TO HIM, NOT HIS CHILDREN. HE STATED THAT ELIOT HAD MENTIONED OTHER REASONS IN E-MAILS FOR NOT TAKING THE MONEY. HE ALSO STATED THAT ELIOT REFERENCED THE MONEY AS CRIME OR BLOOD MONEY.

HE STATED THAT SPALLINA TOLD HIM IT WAS OK TO DISTRIBUTE THE FUNDS. HE STATED THAT TESCHER AND SPALLINA RESPONDED VIA E-MAIL ON HOW TO RECEIVE THE FUNDS, SUCH AS SETTING UP TRUST ACCOUNTS FOR THE FUNDS TO GO INTO. TED TOLD ME THAT THERE WERE CONVERSATIONS, WHERE HE WAS TOLD THAT SIMON'S ASSETS COULD NOT BE DISTRIBUTED DUE TO CREDITORS FILING AGAINST THE ESTATE, BUT HE WAS LEAD TO BELIEVE IT WAS OK TO MAKE A PARTIAL DISTRIBUTION OF FUNDS FROM SHIRLEY'S ESTATE, BUT THAT THEY WOULD NEED TO BE CAREFUL IN REGARDS TO DISTRIBUTING FUNDS THAT WERE OBTAINED THROUGH LIQUIDATING HER JEWELRY AND PERSONAL PROPERTY. TED ALSO COMMENTED THAT ONE OF THE GOALS OF MAKING THE DISTRIBUTIONS WAS TO ASSIST ELIOT AND HIS FAMILY, BECAUSE THEY WERE RUNNING LOW ON FUNDS. HE STATED THIS DERIVED FROM ELIOT'S POTENTIAL MISUSE OF FUNDS THAT WERE IN HIS CHILDREN'S TRUSTS IN RELATION TO BERNSTEIN FAMILY REALITY (ELIOT'S HOME) AND ELIOT'S SPENDING AND EXPENSES.

TED CONFIRMED THAT HE DID NOT MAKE ANY DECISIONS IN RELATION TO SIMON'S INSURANCE POLICY GENERATED OUT OF CHICAGO, ILLINOIS. HE STATED THAT HE UNDERSTOOD THE POLICY TO BE OWNED BY SIMON PERSONALLY. HE STATED HE UNDERSTOOD THE POLICY TO READ AS, SHOULD SHIRLEY PASS BEFORE HIM, THE BENEFITS WOULD GO TO THE FIVE CHILDREN.

TED CONFIRMED THAT HE WAS NOT THE TRUSTEE FOR SIMON'S ESTATE, BUT THAT IT WAS EXPLAINED TO HIM, VERBALLY, THAT ALL 10 GRANDCHILDREN WILL RECEIVE THE ASSETS FROM THAT ESTATE IN AN EQUAL DISTRIBUTION AT SOME POINT IN TIME. WE DID DISCUSS THE POWER OF APPOINTMENT PUT IN THE TRUST DOCUMENTS. IT APPEARED AS IF TED WAS NOT AWARE OF ANYTHING CALLED A POWER OF APPOINTMENT, UNTIL THE LAST FEW WEEKS. THAT WAS WHEN SPALLINA NOTIFIED THE COURTS OF HIS WITHDRAW FROM BEING THE ATTORNEY FOR SIMON AND SHIRLEY'S ESTATES. IT APPEARS IT WAS EXPLAINED TO HIM AT THAT TIME.

TED TOLD ME THAT HE AND HIS FATHER HAD A GOOD BUSINESS AND PERSONAL RELATIONSHIP. HE SAID THAT HE HAS A GOOD RELATIONSHIP WITH ALL OF HIS SIBLINGS, EXCEPT FOR ELIOT. HE SAID THAT HE GOT ALONG WITH HIS MOTHER, PRIOR TO HER PASSING. HE TOLD ME THAT RACHEL WALKER WAS EMPLOYED BY HIS MOTHER AND FATHER. HE SAID THAT HE GOT ALONG WITH WALKER AND THAT SHE HELPED HIS MOTHER, SHIRLEY, PRIOR TO SHIRLEY'S PASSING. TED TOLD ME THAT MARITZA PUCCIO WAS SOMEONE THAT WORKED FOR HIM AND AS WELL AS HIS PARENTS. HE STATED THAT SHE HELPED AROUND THE HOMES, CLEANING AND/OR CARING FOR CHILDREN. HE STATED THAT HE MET HER AROUND 2003 OR 2005. HE SAID THAT HE NO LONGER HAS A RELATIONSHIP

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 4
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

WITH HER. HE SAID THAT SIMON DID HAVE AN INTIMATE RELATIONSHIP WITH PUCCIO AFTER SHIRLEY PASSED. HE STATED THAT PUCCIO DID RECEIVE SOME TYPE OF FINANCIAL BENEFIT FROM SIMON, PRIOR TO HIM PASSING. HE SAID THAT PUCCIO WAS LIVING WITH SIMON AND HER BILLS WERE BEING PAID FOR. THIS MAY OR MAY NOT BE THE FINANCIAL BENEFIT; TED DID NOT SEEM TO BE SURE. HE DID STATE THAT IT APPEARED THAT SIMON WAS GENUINELY INVESTED INTO THE RELATIONSHIP HE HAD WITH PUCCIO.

TED SAID THAT HE HAS NOT SPOKEN TO SPALLINA ABOUT HIM WITHDRAWING FROM BEING THE ATTORNEY FOR THE TRUSTS, BUT THAT HE DID SPEAK WITH TESCHER. HE SAID THAT TESCHER TOLD HIM HE HAD BEEN MADE AWARE OF A FABRICATED DOCUMENT THAT WAS POTENTIALLY PROBLEMATIC FOR THE ESTATES. HE SAID THAT TESCHER TOLD HIM THAT SPALLINA CREATED THE FABRICATED DOCUMENT AND IT ESSENTIALLY IMPACTED THE ABILITY FOR SIMON TO DISTRIBUTE FUNDS TO ALL 10 GRANDKIDS. TED SAID THAT TESCHER TOLD HIM THAT HE HAD ONLY RECENTLY BECOME AWARE OF THIS DOCUMENT, APPROXIMATELY THREE WEEKS AGO FROM TODAY (01/28/14).

ATTORNEY ALAN ROSE PROVIDED A STATEMENT, STATING HE WISHED TO CLARIFY SOME THINGS IN REGARDS TO HOW THE ESTATE DOCUMENTS READ IN HIS OPINION. HE STATED THAT SHIRLEY'S ASSETS WENT TO LISA, JILL, AND ELIOT OR THEIR LINEAL DECEDENTS. HE STATED THAT ONCE SHIRLEY PASSED HER ASSETS WENT INTO HER TRUST. HE STATED THAT SIMON WAS THE SOLE BENEFICIARY FOR HIS LIFE. HE STATED THAT SIMON DID HAVE A POWER OF APPOINTMENT THAT HE COULD EXERCISE; REFERENCE SHIRLEY'S TRUST, CHANGING THE BENEFITS TO LISA, JILL, AND ELIOT'S CHILDREN. SIMON COULD CHANGE HIS DOCUMENTS AT ANY TIME UP TO HIS DEATH. ALAN STATED THERE IS QUESTION AS TO WHETHER OR NOT SIMON HAD THE POWER TO DISTRIBUTE THE FUNDS FROM THE TRUST TO SIX GRANDCHILDREN OR 10. THE 10 WOULD INCLUDE THE CHILDREN OF ALL FIVE OF SIMON'S KIDS.

HE STATED THAT SHIRLEY'S ORIGINAL DOCUMENTS STATE THAT TED AND PAM AND THEIR LINEAL DECEDENTS ARE CONSIDERED PREDECEASED. HE STATED THAT WERE OTHER WAYS TO MAKE SIMON'S WISHES COME TRUE FOR THE ESTATES. HE SAID THAT CHANGES COULD HAVE BEEN MADE TO SIMON'S DOCUMENTS TO REFLECT SHIRLEY'S SO THAT EQUAL DISTRIBUTIONS WERE MADE AMONGST THE 10 GRANDCHILDREN. THIS EXPLANATION OF THE DOCUMENTS GENERATED A SIMILAR IF NOT THE SAME CONCLUSION AS THAT OF SPALLINA'S FROM LAST WEEK.

I ALSO COMMUNICATED WITH ELIOT BERNSTEIN SEVERAL TIMES THIS WEEK AND LAST WEEK IN ATTEMPT TO ARRANGE AN INTERVIEW WITH HIM IN PERSON. HE CANCELED THE LAST TWO MEETINGS WE HAD SET. AT THIS TIME HE HAS REFUSED TO SET A NEW MEETING DATE.

THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
01/29/14 @ 1425 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

printed by Employee Id #: 8105 on August 31, 2015 01:31:42PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES

SIGNAL CODE: 14 CRIME CODE: * NON CRIME CODE: OT CODE: 9546 01/31/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 01/29/14 I ATTEMPTED TO MAKE CONTACT WITH LISA FRIEDSTEIN, JILL IANTONI, AND PAMELA SIMON VIA E-MAIL. THEY ARE THE THREE DAUGHTERS OF SIMON AND SHIRLEY BERNSTEIN. I USED THE INFORMATION THAT WAS PROVIDED TO ME BY ELIOT ON 09/10/13. I ATTACHED READ RECEIPTS TO THE E-MAIL. I RECEIVED A READ RECEIPT FROM PAMELA 01/30/14 AT 4:59 AM. ON 01/30/14 I PLACED PHONE CALLS TO JILL AND LISA, USING THE PHONE NUMBERS ELIOT HAD PROVIDED ME. I LEFT MESSAGES ASKING THEM TO CALL ME BACK. ON 01/31/14 I BRIEFLY SPOKE WITH LISA, BUT ASKED THAT SHE CALL BACK SO WE CAN FURTHER DISCUSS THIS CASE. TO DATE, I HAVE NOT RECEIVED A CALL OR E-MAIL FROM PAM OR JILL. THIS CONCLUDES MY SUPPLEMENTAL REPORT.

THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
01/31/14 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/04/2014/MDR/#6405

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 14029489 SUPPLEMENT 3 O F F E N S E R E P O R T CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/12/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 02/11/14 I REACHED OUT TO KIMBERLY MORAN IN ATTEMPT TO SPEAK WITH HER
REFERENCE THIS CASE. ON 02/12/14 I WAS INFORMED BY HER ATTORNEY THAT SHE
WISHES TO EXERCISE HER RIGHT TO NOT SPEAK WITH ME REFERENCE THIS CASE.

THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
02/12/14 @ 0850 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/13/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES * * *

SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/12/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:

INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON 02/12/14 I SPOKE WITH SAMUEL KAPLAN OF LOS ANGELES, CA. WE SPOKE OVER THE PHONE (818-501-7766). HE CONFIRMED HE WAS SIMON BERNSTEIN'S FRIEND OF MANY YEARS, GOING BACK TO TEENS. HE TOLD ME THAT THEY TALKED AT LEAST EVERY DAY, SOMETIMES TWICE A DAY. HE TOLD ME THAT FOR MANY MONTHS AHEAD OF SIMON'S PASSING SIMON TOLD HIM THAT HE WAS LEAVING EVERYTHING TO THE GRANDCHILDREN NOT HIS CHILDREN. KAPLAN SAID THAT SIMON TOLD HIM ON SEVERAL OCCASIONS THAT THE GRANDCHILDREN WERE GETTING AN INHERITANCE FROM THE ESTATE(S), NOT THE CHILDREN. HE SAID THAT SIMON DID NOT GET DOWN TO THE SPECIFICS OF WHAT ESTATE (SHIRLEY'S OR HIS), BUT HE TOOK IT AS EVERYTHING (BOTH ESTATES), DIDN'T REALLY ASK MUCH AS IT WAS NOT HIS BUSINESS. KAPLAN TOLD ME THAT HE FELT THAT SIMON WAS OF SOUND MIND AND HAD TO NO REASON TO BELIEVE OTHERWISE.

THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704

02/12/14 @ 1217 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 02/14/2014/MDR/#6405

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
 CASE NO. 14029489 SUPPLEMENT 5 O F F E N S E R E P O R T CASE NO. 14029489
 DISPOSITION: ZULU
 DIVISION: DETECTIVE

911:
 ECONOMIC CRIMES * * *
 SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/14/14 THURSDAY
 ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
 OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
 EXCEPTION TYPE:
 INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
 CITY: BOCA RATON STATE: FL ZIP: 33431
 NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: OTHER
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 02/06/14 I SPOKE WITH JILL IANTONI. HER ATTORNEY WILLIAM PEARSON WAS PRESENT WITH ME DURING THE PHONE CALL. IANTONI WAS NOT SURE IF SHE WAS AWARE THAT HER PARENTS WERE MEETING WITH TESCHER AND SPALLINA BACK IN 2007. SHE DOES NOT THINK SHE WAS AWARE IN 2008 THAT WILLS AND TRUSTS WERE DRAWN UP FOR HER PARENTS. SHE TOLD ME THAT SHE PROBABLY REALIZED THERE WERE WILLS AND TRUSTS ONCE HER DAD TOLD HER HE HAD CHANGED OR WAS CHANGING HIS TRUST OR IT WAS POSSIBLE SHE BECAME AWARE ONCE HER MOM PASSED, BUT SHE REALLY IS NOT CERTAIN. SHE TOLD ME THAT NO ONE CALLED HER AFTER HER MOM PASSED AWAY AND TOLD HER SPECIFICALLY SHE WAS RECEIVING AN INHERITANCE FROM HER MOTHER'S TRUST (THAT SHE REMEMBERS).

SHE SAID THAT SHE REMEMBERS BEING ON A CONFERENCE CALL WITH HER SIBLINGS, HER FATHER, AND ROBERT SPALLINA. SHE SAID THAT SPALLINA SPOKE ON BEHALF OF SIMON, STATING IT WAS NOT AN EASY CALL TO MAKE. SHE SAID SHE WAS TOLD THAT HER FATHER MADE A DECISION BASED ON CONVERSATIONS HE HAD WITH OTHER SIBLINGS, THAT HER FATHER WAS GOING TO CHANGE HIS TRUST AND/OR WILL (SAID NOT SURE WHICH). SHE SAID THAT SPALLINA DID NOT FEEL IT WAS A GOOD DECISION FOR SIMON TO MAKE. SHE SAID THAT SPALLINA STATED HE ADVISED AGAINST IT. SHE TOLD ME THAT SPALLINA SAID, HOWEVER IT WAS UP TO SIMON TO MAKE HIS OWN DECISIONS AND THAT SIMON FELT CHANGES NEEDED TO BE MADE.

SHE TOLD ME THAT SPALLINA SAID THAT SIMON WANTED EVERYTHING TO GO TO HIS 10 GRANDCHILDREN. SHE SAID THAT HER FATHER DID NOT ASK HER ON THIS PHONE CONVERSATION SPECIFICALLY IF SHE WAS OK WITH THIS. SHE SAID SHE DOES NOT REMEMBER WHAT SHE SAID DURING THE CONFERENCE CALL IN REGARDS TO AGREEING WITH IT. SHE TOLD ME THAT SHE MAY HAVE HOWEVER SIGNED SOME SORT OF DOCUMENT

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CASE NO. 14029489 SUPPLEMENT 5 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

AGREEING TO IT.

SHE SAID THAT CONVERSATIONS TOOK PLACE AFTER THE CONFERENCE CALL, WHICH SHED SOME LIGHT ON TO WHY HER FATHER WAS MAKING THE CHANGES. SHE SAID SHE UNDERSTOOD IT MORE THEN. SHE ALSO TOLD ME SHE WAS NEVER UNDER THE THOUGHT PROCESS THAT SHE WAS RECEIVING AN INHERITANCE, SO SHE WAS NOT DEVASTATED ONCE SHE FOUND OUT HER FATHER WAS MAKING CHANGES. SHE DID IMPLY THAT HER FATHER HAD CONVERSATIONS WITH HER SISTER, PAM, WHICH IN TURN INFLUENCED HIS DECISION TO CHANGE HIS TRUST. SHE TOLD ME THAT SHE DOES NOT REMEMBER IF SHE WAS TOLD DURING THE CONFERENCE CALL WHAT HER MOTHER'S TRUST SAID, NOR DOES SHE REMEMBER IF THEY TALKED ABOUT A LIFE INSURANCE POLICY DURING THIS CALL.

JILL TOLD ME THAT ONCE HER FATHER PASSED THERE WAS A PHONE CALL(S) WITH SPALLINA WHERE HE AGAIN STATED THAT HE ADVISED SIMON AGAINST WHAT HE DID AND WAS VERY ADAMANT THAT PAM WAS CUT OUT OF AN INHERITANCE. SHE SAID THAT ONCE TIME PASSED, SPALLINA'S STANCE SEEMED TO SOMEWHAT CHANGE. SHE STATED THAT SHE IS NOT SURE WHO REACHED OUT TO REFERENCE THE PARTIAL DISTRIBUTION OF FUNDS. SHE TOLD ME SHE DID NOT REALIZE HER MOTHER'S CONDO WAS UP FOR SALE, UNTIL IT SOLD. SHE STATED THAT, ALTHOUGH SHE ASKED FOR PAPERWORK, SHE NEVER RECEIVED IT REFERENCE THE SALE OF THE CONDO.

SHE TOLD ME THAT SHE BELIEVES SHE DID SIGN A PAPER REFERENCE RECEIVING THE PARTIAL DISTRIBUTION, BUT IS NOT REALLY SURE WHAT IT SAID. SHE STATED THAT HER BROTHER-IN-LAW, SKOOTER (PAM'S HUSBAND) DAVID SIMON, TED, AND SPALLINA ALL DISCUSSED TAKING THE PARTIAL DISTRIBUTIONS, DUE TO THE FACT THAT CREDITORS COULD HAVE CLAIM TO IT. SHE TOLD ME THAT SHE CANNOT REMEMBER WHAT WAS SAID WORD FOR WORD, BUT THAT DAVID SIMON SEEMED TO BE PUSHING THE ISSUE AND THAT TED MENTIONED NEEDING TO LOOK INTO IT MORE LEGALLY, REFERRING TO STANSBURY AND A CLAIM THEY MAY HAVE OR WAS COMING.

SHE STATED THAT SHE SUPPLIED A STATEMENT TO THE BEST AS SHE COULD REMEMBER IT. SHE SAID, SHE BELIEVES SHE WOULD WANT TO PURSUE CHARGES IF SOMETHING CRIMINAL CAME OF THIS AND SHE WAS THE VICTIM.

THIS CONCLUDED THE INTERVIEW. THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704

02/14/14 @ 1120 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 02/24/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 6 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/14/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 02/14/14 I RECEIVED COPIES OF RECEIPT OF PARTIAL DISTRIBUTION FORM FROM ATTORNEY ALAN ROSE. I RECEIVED A FORM SIGNED BY PAMELA SIMON IN REGARDS TO MOLLY SIMON, SIGNED AUGUST 30, 2013. I RECEIVED ONE SIGNED BY JILL IANTONI IN REGARDS TO JULIA IANTONI SIGNED ON AUGUST 30, 2013. I RECEIVED THREE SIGNED BY TED BERNSTEIN, ONE FOR EACH MICHAEL, ALEXANDRIA, AND ERIC BERNSTEIN. THEY WERE NOT DATED.

THE FORM READS THAT THE AFOREMENTIONED GRANDCHILDREN (MOLLY, JULIA, MICHAEL, ALEXANDRIA, AND ERIC) OF SIMON BERNSTEIN ARE TO RECEIVE \$80,000 EACH INTO THEIR TRUSTS. IT ALSO STIPULATES THAT THE MONEY IS TO BE RETURNED IF THE COURTS DEEM THAT IT WAS IMPROPERLY DISTRIBUTED. IT REFERENCES THE SHIRLEY BERNSTEIN TRUST AGREEMENT.

THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
02/14/14 @ 1457 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 02/20/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 7 OFFENSE REPORT CASE NO. 14029489

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES

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SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/18/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 02/18/14 I MET WITH PATRICIA FITZMAURICE, WHO WAS SIMON'S THERAPIST.
SHE INFORMED ME THAT HER SESSIONS WITH HIM WERE CONFIDENTIAL AND SHE WOULD NOT
DISCUSS THOSE. SHE DID STATE TO ME THAT HE HAD TOLD HER OUTSIDE OF A SESSION
THAT HIS INTENTIONS WERE TO LEAVE HIS ESTATE TO HIS 10 GRANDCHILDREN.

THIS CONCLUDED MY DISCUSSION WITH HER. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
02/18/14 @ 1115 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/20/2014/MDR/#6405

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1

CASE NO. 14029489 SUPPLEMENT 8 O F F E N S E R E P O R T CASE NO. 14029489

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/18/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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THE FOLLOWING IS A NON-VERBATIM ACCOUNT OF AN INTERVIEW:
ON 02/06/14 I SPOKE WITH LISA FRIEDSTEIN. HER ATTORNEY, WILLIAM PEARSON, WAS PRESENT WITH ME DURING THE TIME I SPOKE WITH LISA. LISA TOLD ME THAT SHE WAS NOT AWARE IN 2007 THAT HER PARENTS MET WITH SPALLINA AND TESCHER. SHE STATED TO ME THAT IN 2008 SHE WAS NOT AWARE OF THE FACT THAT HER PARENTS HAD WILLS AND TRUSTS DRAWN UP. SHE TOLD ME THAT SHE BECAME AWARE OF THE WILLS AND TRUSTS ONCE HER MOTHER PASSED AWAY. SHE SAID THAT ONCE HER MOTHER PASSED, HER FATHER TOLD HER THAT HER MOTHER'S TRUST READ THAT SHE, ELIOT, AND JILL WERE TO RECEIVE AN INHERITANCE FROM HER MOTHER'S ESTATE. SHE SAID THIS CONVERSATION CAME ABOUT BECAUSE PAM SENT SIMON A LETTER QUESTIONING HOW ESTATES WERE TO BE DISTRIBUTED. LISA SAID THAT HE TOLD HER FATHER TO MAKE ANY CHANGES HE FELT NECESSARY, SUGGESTING TO MAKE IT EQUAL ALL IF HE THOUGHT IT SHOULD BE. SHE STATED TO ME THAT THIS WAS A ONE ON ONE CONVERSATION SHE HAD WITH HER FATHER.
LISA TOLD ME THAT SHE REMEMBERS THE CONFERENCE CALL THAT WAS MENTIONED BY HER OTHER SIBLINGS. SHE TOLD ME THAT SPALLINA STARTED THE CONFERENCE CALL AND MENTIONED AT THE BEGINNING OF THE CALL THAT HE WAS AGAINST WHAT SIMON WAS DOING, BUT IT WAS UP TO SIMON TO MAKE HIS OWN DECISIONS. SHE SAID THAT SIMON DECIDED TO CHANGE HOW THE MONEY WAS GOING TO BE DISTRIBUTED FROM THE THREE TO KIDS TO 10 GRANDKIDS. SHE STATED THAT IS AT LEAST HOW SHE UNDERSTOOD IT. SHE TOLD ME THAT HER REACTION TO THIS NEWS WAS SOMETHING SIMILAR TO, OK, THANK YOU FOR LETTING ME KNOW. SHE SAID THAT ELIOT DID QUESTION WHAT WAS HAPPENING, NOT BECAUSE HE DID NOT AGREE, BUT BECAUSE IT WAS OBVIOUS THAT HE DID NOT KNOW HOW THE TRUST READ UNTIL THAT TIME. SHE TOLD ME THAT ULTIMATELY EVERYONE DID AGREE TO WHAT SIMON SAID OR AT LEAST THAT NO ONE DISAGREED.

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 2
CASE NO. 14029489 SUPPLEMENT 8 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

LISA FIRST TOLD ME THAT SHE DID NOT SIGN ANY OTHER DOCUMENT OTHER THAN THE WAIVER OF ACCOUNTING IN PBSO CASE # 13-097087. THEN SHE TOLD ME THAT SHE REALLY WAS NOT AWARE NOR DID SHE TOTALLY UNDERSTAND WHAT ALL WAS GOING ON. SHE TOLD ME THOUGH THAT SHE REALLY IS NOT CERTAIN EXACTLY WHAT ALL SHE SIGNED AND IT IS POSSIBLE SHE SIGNED BITS AND PIECES OF WHAT WAS SENT TO HER. SHE SAID IT IS VERY POSSIBLE THAT SHE DID NOT SEND BACK ALL THAT WAS SENT TO HER TO SIGN; SHE IS JUST NOT 100% CERTAIN. LISA SAID AFTER HER FATHER PASSED A PHONE CALL TOOK PLACE WITH SPALLINA. SHE SAID THAT SPALLINA STATED WHO WAS THE TRUSTEE OF WHAT ESTATE AND MENTIONED THERE WAS A LIFE INSURANCE POLICY THAT EXISTED BUT THAT THE DOCUMENTS FOR IT WERE MISSING. LISA STATED THAT SHE WAS IN AGREEANCE WITH THE DISTRIBUTIONS OF FUNDS TO THE TEN GRANDKIDS AND FELT SHE HAD NO REASON NOT BE. SHE STATED SHE WAS UNDER THE IMPRESSION THE DISTRIBUTIONS WERE COMING FROM THE SALE OF HER MOTHER'S CONDO AND HER FATHER WANTED THINGS TO BE DISTRIBUTED TO THE 10 GRANDCHILDREN.

SHE STATED THAT SHE DID SIGN SOME SORT OF DOCUMENT WHEN THE DISTRIBUTION WAS BEING MADE. SHE SAID THAT SHE DOES NOT REMEMBER WHAT THE DOCUMENTS SAID, BUT THAT SHE DID RECEIVE THE DOCUMENT FROM TED. SHE SAID SOMEONE DID STATE THAT IT WAS BEST TO MAKE THE DISTRIBUTIONS SO THAT CREDITORS CANNOT GET TO IT, BUT SHE DID NOT THINK THIS WAS SAID BY TED. SHE WAS NOT REALLY CERTAIN WHO SAID THIS.

LISA SWORE TO HER STATEMENT AND SAID SHE WOULD PURSUE CRIMINAL CHARGES IF I FOUND PROBABLE CAUSE FOR AN ARREST AND SHE WAS THE VICTIM.
DETECTIVE RYAN W. MILLER #7704
02/18/2014
TRANS. VIA EMAIL/COPY/PASTE: 02/24/2014/MDR/#6405

printed by Employee Id #: 8105 on August 31, 2015 01:31:42PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 9 OFFENSE REPORT CASE NO. 14029489

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES

SIGNAL CODE: 14 CRIME CODE: * NON CRIME CODE: OT CODE: 9546 02/20/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON 02/20/14 I SPOKE WITH RICHARD NACLERIO. HE TOLD ME THAT HE AND HIS WIFE WERE FRIENDS WITH SIMON AND SHIRLEY BERNSTEIN FOR MANY DECADES. HE TOLD ME THAT HE AND SIMON SPOKE ON A REGULAR BASIS. HE TOLD ME THAT HE FELT THAT SIMON WAS HURTING AFTER THE LOSS OF SHIRLEY. HE STATED THAT SIMON TOLD HIM HE (SIMON) WAS VERY HURT BY HOW HIS CHILDREN WERE TREATING HIM AFTER SHIRLEY HAD PASSED. HE SAID IT MAY HAVE HAD SOMETHING TO DO WITH THE RELATIONSHIP SIMON HAD WITH PUCCIO, BUT WAS NOT 100% CERTAIN. HE TOLD ME THAT SIMON TOLD HIM THAT HE (SIMON) WAS LEAVING THE ESTATE TO THE GRANDCHILDREN, NOT HIS CHILDREN.

HE SAID THAT IN HIS OPINION SIMON WAS OF SOUND MIND DURING THE LATTER PART OF HIS LIFE WHEN MAKING ALL HIS DECISIONS RELATING TO HIS ESTATE. HE SAID THAT THE DECISIONS MAY HAVE BEEN MADE OUT OF ANGER, BUT HE IS NOT CERTAIN. NACLERIO ALSO TOLD ME THAT HE DID NOT PRY INTO SIMON'S PERSONAL BUSINESS, BUT WAS JUST A FRIEND LENDING AN EAR WHEN NEEDED.

THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704

02/20/14 @ 1144 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 02/24/2014/MDR/#6405

printed by Employee Id #: 8105 on August 31, 2015 01:31:42PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 10 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/20/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

THIS IS A NON-VERBATIM ACCOUNT OF AN INTERVIEW:

ON OR ABOUT 02/13/14 I SPOKE WITH RACHEL WALKER. SHE TOLD ME THAT SHE STARTED WORKING FOR SIMON AND SHIRLEY BERNSTEIN IN MAY 2007. SHE TOLD ME THAT SHE ORIGINALLY WORKED FOR SHIRLEY BERNSTEIN UNTIL SHIRLEY PASSED IN 2010, THEN SHE WORKED FOR SIMON. SHE SAID THAT SHE STARTED STAYING AT THE BERNSTEIN'S RESIDENCE WHEN SHIRLEY TOOK ILL. SHE STATED THAT ONCE SHIRLEY PASSED SIMON TOLD HER TO JUST MOVE INTO THE HOME FULLY. SHE SAID THAT SIMON TOLD HER SHE COULD THEN SAVE MONEY ON RENT AND SHE COULD JUST TAKE CARE OF THINGS AROUND HIS HOME. SHE SAID THAT MARITZA PUCCIO ENDED UP MOVING INTO THE HOME. SHE TOLD ME THAT SHE AND PUCCIO DID NOT GET ALONG VERY WELL.

WALKER TOLD ME THAT SHE REMEMBERS SIGNING SOME DOCUMENTS AS A WITNESS FOR SHIRLEY AND ROBERT SPALLINA. SHE TOLD ME THAT SPALLINA HAD COME OVER TO THE HOME AND THAT SHIRLEY TOLD HER TO SIGN THE DOCUMENTS AS A WITNESS. SHE SAID THAT SHE THINKS IT HAD SOMETHING TO DO WITH SHIRLEY'S WILL, BUT WAS NOT CERTAIN. SHE STATED THAT SOMEONE ELSE WAS WITH SPALLINA, BUT SHE WAS NOT SURE WHO WAS WITH HIM. SHE STATED THAT SHE IS NOT SURE WHAT DOCUMENT THIS WAS, NOT SURE EXACTLY WHEN THIS WAS, AND SHE IS SURE THAT MORAN WAS NOT AT THE HOUSE DURING THIS TIME. SHE STATED THAT THIS MAY HAVE HAPPENED IN 2009, BUT IS NOT CERTAIN.

I ASKED WALKER IF SHE KNOWS WHAT SHIRLEY'S SIGNATURE LOOKED LIKE. SHE SAID YES, SHE SAID SHE EVEN KIND OF ADOPTED IT. SHE APPEARED TO BE FOND OF SHIRLEY'S SIGNATURE. SHE TOLD ME IT WAS VERY SIMILAR TO A CIRCLE. SHE ADDED HER (SHIRLEY'S) AND SIMON'S WERE BOTH LIKE THAT. SHE TOLD ME THAT SHE DID NOT WITNESS ANY DOCUMENTS (REFERRING TO WILL & TRUST) SIGNED BY SIMON. SHE TOLD

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DISPOSITION: ZULU

ME THAT SIMON ALWAYS HANDLED THAT TYPE OF BUSINESS AT HIS OFFICE. SHE TOLD ME THAT SPALLINA DID NOT COME OUT TO SIMON'S HOME TO SIGN ANY DOCUMENTS JUST PRIOR TO HIS DEATH, BUT SHE DID STATE THAT SHE BELIEVES SIMON AND SPALLINA HAD A LUNCH MEETING JUST PRIOR TO HIS DEATH TO GO OVER AND SIGN SOME DOCUMENTS. SHE APPEARED TO BE REFERRING TO THE CHANGES IN SIMON'S TRUST, THE DOCUMENTS DATED JULY 25, 2012.

WALKER TOLD ME THAT PRIOR TO SHIRLEY'S DEATH; SHIRLEY TOLD HER SHE WAS LEAVING HER ESTATE TO LISA, JILL, AND ELIOT. SHE STATED THAT SHIRLEY TOLD HER THAT SHE (SHIRLEY) AND SIMON HAD GIVEN BOTH TED AND PAM BUSINESSES AND THAT THEY SHOULD BE ALL SET FROM THAT. WALKER TOLD ME THAT AFTER SHIRLEY HAD PASSED AND SIMON ENTERED INTO AN INTIMATE RELATIONSHIP WITH PUCCIO, SOME OF HIS CHILDREN AND GRANDCHILDREN BECAME UPSET WITH HIM. SHE SAID THAT IT APPEARED THEY WERE UPSET WITH SIMON OVER THE RELATIONSHIP HE HAD WITH PUCCIO. SHE TOLD ME THAT SIMON DECIDED THAT IT WAS BEST TO LEAVE ESTATE TO THE GRANDCHILDREN AND NOT HIS CHILDREN OVER THE ISSUES THAT WERE GOING ON WITH HIS CHILDREN.

SHE STATED TO ME THAT SIMON TOLD HER HE FELT IT WAS BEST TO HAND EVERYTHING DOWN TO HIS GRANDCHILDREN TO KEEP PEACE AMONGST HIS CHILDREN. WALKER TOLD ME THAT SHE UNDERSTOOD IT AS BOTH ESTATES, SINCE SHIRLEY'S ASSETS BECAME SIMON'S ONCE SHE PASSED. SHE STATED THAT SIMON TOLD HER ON MULTIPLE OCCASIONS THAT HE WANTED HIS ESTATE TO GO TO HIS GRANDCHILDREN. SHE STATED THAT SHE WAS EITHER PRESENT OR OVERHEARD HIM (SIMON) AND SPALLINA DISCUSSING THIS ON MULTIPLE OCCASIONS AS WELL. WALKER TOLD ME THAT SHE WAS PRESENT DURING THE CONFERENCE CALL THAT TOOK PLACE IN MAY OF 2012 WHERE HE (SIMON) TOLD HIS CHILDREN OF HIS WISHES FOR THE ESTATE TO GO TO THE GRANDCHILDREN. SHE TOLD ME THAT ONCE SIMON, THROUGH SPALLINA, REVEALED WHAT CHANGES WERE BEING MADE, ALL HIS CHILDREN SEEMED TO BE COMPLIANT.

WALKER INFORMED ME THAT ALTHOUGH SIMON WAS A FUNCTIONING PERSON AND WENT TO WORK, HE SEEMED DIFFERENT THE LAST TWO MONTHS OF HIS LIFE. SHE SAID THAT HE WOULD COME UP WITH "WEIRD" AND "STRANGE" IDEAS. SHE STATED HE WAS ON MEDICATION FOR HIS ILLNESSES AND ALSO COMPLAINED OF SHOULDER PAIN QUITE OFTEN. SHE TOLD ME THAT HE WAS ON TWO DIFFERENT MEDICATIONS AND SHE HAS SINCE LEARNED AT LEAST ONE OF THOSE MEDICATIONS "MESSES WITH YOUR BRAIN", SO IT MAKES MORE SENSE TO HER NOW, AS TO WHY HE WAS ACTING DIFFERENT AT TIMES. SHE CITED ONE OF THE THINGS THAT SHE CONSIDERED TO BE DIFFERENT WAS THE FACT THAT HE WAS OFF TRAVELING ALL THE TIME WITH HIS GIRLFRIEND. THEN SHE STATED, HE WAS JUST NOT BEING HIMSELF. SHE SAID HE HAD HIS GOOD DAYS AND BAD DAYS. SHE TOLD ME THAT SHE FELT THAT SIMON MADE THE CHANGES TO HIS TRUST OUT OF HIS OWN FREE WILL, BECAUSE HE COULD NOT BE TALKED INTO ANYTHING AND HE DID WHAT HE WANTED TO DO ON A NORMAL BASIS.

WALKER CONCLUDED HER STATEMENT BY SWEARING TO IT. THIS CASE REMAINS

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 CASE NO. 14029489 SUPPLEMENT 10 OFFENSE REPORT CASE NO. 14029489
 DISPOSITION: ZULU

OPEN.
 DETECTIVE RYAN W. MILLER #7704
 02/20/14 @ 0725 HRS.
 TRANS. VIA EMAIL/COPY/PASTE: 02/24/2014/MDR/#6405

 printed by Employee Id #: 8105 on August 31, 2015 01:31:42PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 11 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/21/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON 02/14/14 RACHEL WALKER SEND ME AN E-MAIL, INCLUDING AN ATTACHMENT SHE RECEIVED FROM ELIOT. IN HER E-MAIL TO ME SHE RESPONDED TO STATEMENTS MADE BY ELIOT IN HIS ATTACHMENT. THE ATTACHMENT WAS TITLED PETITION TO FREEZE ESTATES, WHICH WAS FILED WITH THE PALM BEACH COUNTY CLERK & COMPTROLLER'S OFFICE (SOUTH COUNTY BRANCH) ON MAY 6, 2013. IT IS REGARDING THE ESTATES OF SHIRLEY AND SIMON BERNSTEIN.

THE FOLLOWING IS A COPY OF THE E-MAIL SHE SENT TO ME. I INSERTED THE EXCERPT FROM ELIOTS ATTACHMENT (CAPTURED FROM DOCUMENT), THAT CORRESPONDS WITH WALKER'S RESPONSE. BOTH WERE CUT AND PASTED INTO THIS REPORT EXACTLY HOW THEY WERE WRITTEN BY THE ORIGINATORS.
(P.12 PP.14)

CAPTURED FROM DOCUMENT

14. THAT THE THREE CHILDREN THAT ARE THE DESIGNATED BENEFICIARIES UNDER THE 2008 TRUSTS OF SIMON AND SHIRLEY ARE PETITIONER, JILL AND LISA AND THEIR SIX CHILDREN WHO ALSO WERE BENEFICIARIES. THAT IN PETITIONER'S INSTANCE EVEN PRIOR TO THE PROPOSEDCHANGES, SIMON AND SHIRLEY HAD INTENDED TO LEAVE ALMOST ALL OF HIS INHERITANCE TO HIS THREE CHILDREN DIRECTLY TO PROTECT PETITIONER'S FAMILY FOR SPECIFIC SAFETY REASONS FURTHERDEFINED HEREIN.

(WALKER'S RESPONSE)

THE CHANGE OF BENEFICIARIES WAS NOT DONE AS INTENT FOR PROTECTION. IT WAS DONE THAT WAY TO BE FAIR ACCORDING TO SHIRLEY AND SIMON.
(P.15PP.28)

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CAPTURED FROM DOCUMENT

28. THAT IN FACT, SIMON'S PHYSICAL AND MENTAL HEALTH RAPIDLY DECLINED AND HE NEVER RECOVERED FROM THESE NEW MORE SERIOUS SYMPTOMS THAT STARTED ALMOST EXACTLY WHEN HE SUPPOSEDLY SIGNED THESE NEAR DEATHBED CHANGES ON JULY 25, 2012 TO ALLEGEDLY AMEND AND RADICALLY ALTER HIS EARLIER 2008 TRUST ("2008 TRUST") AND CREATE A NEW ALLEGED 2012 TRUST ("AMENDED TRUST"). COPIES OF THAT ALLEGED 2012 AMENDED TRUST ARE ATTACHED FURTHER HEREIN AND WILL EVIDENCE THAT THAT THE ALLEGED AMENDED TRUST DOCUMENT WAS NOT NOTARIZED, WITNESSED AND EXECUTED PROPERLY IN ACCORDANCE WITH LAW AND PART OF A LARGER SCHEME INVOLVING ALLEGED FORGED AND FRAUDULENT ESTATES DOCUMENTS, AS EVIDENCED AND EXHIBITED FURTHER HEREIN.

(WALKER'S RESPONSE)

THOUGH SIMON SIGNED THE PAPERWORK TO CHANGE BENEFICIARIES IN JULY, HE HAD MADE THE DECISION TO DO SO WELL BEFORE THE MAY 10, 2012 FAMILY CONFERENCE CALL.

(P.17PP.42)

CAPTURED FROM DOCUMENT

42. THAT UPON THIS VISIT, PETITIONER'S SISTERS TOOK NOT ONLY ALL OF SHIRLEY'S CLOTHING AND PERSONAL EFFECTS BUT ALSO TOOK 50 YEARS OF JEWELRY AND OTHER VALUABLES SIMON AND SHIRLEY HAD ACCUMULATED WORTH AN ESTIMATED SEVERAL MILLION DOLLARS AND WERE ASSETS OF THE ESTATES.

(WALKER'S RESPONSE)

THE SISTERS DIDN'T JUST "TAKE" SHIRLEY'S BELONGINGS AND JEWELRY. SIMON ADMINISTERED EACH PIECE TO EACH GIRL AS HE KNEW WERE SHIRLEY'S WISHES AND FAIR. I WAS THERE AND WITNESSED IT.

(P.17PP.45)

CAPTURED FROM DOCUMENT

45. THAT SIMON STATED TO PETITIONER THAT HE HAD NEVER GIFTED, SOLD OR TRANSFERRED THE JEWELRY AND OTHER ITEMS THEY TOOK OUT OF THE ESTATES AND THEREFORE EVERYTHING THEY TOOK THAT WAS PART OF THE ESTATES WOULD ALL STILL BE PART OF THE ESTATES UPON HIS DEATH FOR DISTRIBUTION ACCORDING TO THE ESTATES PLANS TO THE PROPER BENEFICIARIES. SIMON STATED THAT PETITIONER'S SISTERS HAD INVENTORY LISTS OF THE JEWELRY AND THERE WAS AN INSURANCE POLICY ON THE ITEMS THAT THEY TOOK AND ALL WOULD BE RETURNED WHEN HE PASSED FOR EQUITABLE DISTRIBUTION TO THE BENEFICIARIES OF THE ESTATES.

(WALKER'S RESPONSE)

SIMON MAY HAVE TOLD ELIOT THAT, AFTER HE LEARNED OF THE DIVISION OF SHIRLEY'S BELONGINGS, TO CALM ELIOT AFTER LEARNING THIS UPSET HIM.

(P.17PP46)

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
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CAPTURED FROM DOCUMENT

THAT PETITIONER DID NOT LEARN FROM THEODORE UNTIL AFTER SIMON'S DEATH THAT THEODORE WAS EXTREMELY ANGRY AT SIMON, PAMELA, LISA AND JIL UPON LEARNING THAT PETITIONER'S SISTERS TOOK SHIRLEY'S ENTIRE PERSONAL EFFECTS AND JEWELS AND LEFT HIM AND HIS CHILDREN NONE OF IT, NOT EVEN A KEEPSAKE.

(WALKER'S RESPONSE)

NOT TRUE. THERE IS A RING THAT WAS LEFT TO ALLY THAT EVERYONE KNOWS ABOUT.
(P.18PP.47)

CAPTURED FROM DOCUMENT

47. THAT UPON TRYING TO RECRUIT PETITIONER'S IMMEDIATE FAMILY TO JOIN AN ONGOING BOYCOTT AGAINST SIMON A FEW MONTHS AFTER SHIRLEY DIED, IT WAS TOLD TO PETITIONER BY THEODORE'S CHILDREN, ERIC BERNSTEIN ("ERIC"), MICHAEL BERNSTEIN ("MICHAEL") AND HIS STEP SON MATTHEW LOGAN ("MATTHEW") THAT THE REASON ALL THE CHILDREN AND GRANDCHILDREN HAD JOINED TOGETHER TO BOYCOTT SIMON, ACCORDING TO THEODORE AND PAMELA, WAS NOW DUE TO HIS COMPANION, PUCCIO.

(WALKER'S RESPONSE)

A "BOYCOTT" WAS NEVER PLANNED NOR INTENDED FOR THE SITUATION. THOSE KIDS HAD A PAST WITH MARITZA THAT ELIOT AND HIS FAMILY WERE UNAWARE OF. THEY HAD ILL FEELINGS AND EXPERIENCES WITH HER WHICH LED THEM TO DETEST HER RETURN INTO THEIR FAMILY'S LIFE AND RIGHTFULLY SO.
(P.18PP.48)

CAPTURED FROM DOCUMENT

48. THAT THEODORE'S CHILDREN WERE URGING PETITIONER AND HIS FAMILY TO GET ON BOARD AS THEY WERE ENABLING SIMON, AS PUCCIO THEY CLAIMED WAS AFTER HIS MONEY, STEALING HIS MONEY, HAD STOLEN MONEY FROM SHIRLEY AND SIMON IN THE PAST AND WAS NOW PHYSICALLY AND MENTALLY ABUSING SIMON AND OTHER HORRIBLE ALLEGATIONS ABOUT HER. THEY CLAIMED THEY KNEW THINGS ABOUT PUCCIO'S PAST FROM WHEN SHE WORKED FOR THEIR FATHER AS A NANNY. THEY ALLEGED SHE HAD SWINDLED MONEY FROM SIMON REGARDING BREAST IMPLANT MONEY WHEN PUCCIO WORKED FOR SIMON AND SHIRLEY AND MORE. THEY STATED THEY HATED PUCCIO AND REFUSED TO ATTEND ANY FAMILY OCCASIONS WITH HER AS SHE WAS ONLY AFTER SIMON'S MONEY AND HE WAS TOO ENAMORED BY HER TO SEE CLEARLY. THEY STATED THAT SHIRLEY WAS ROLLING OVER IN HER GRAVE AS PUCCIO WOULD DESECRATE THEIR HOME AND ROB SIMON AND THAT PETITIONER MUST JOIN THE BOYCOTT.

(WALKER'S RESPONSE)

TRUE. THEY WERE CORRECT, HOWEVER, IT WASN'T A "BOYCOTT". THEY INFORMED

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ELIOT OF OF THEIR EXPERIENCES WITH MARITZA, WHICH ELIOT HAD NO CLUE ABOUT SINCE HIS FAMILY WERE NOT IN THE PICTURE DURING THAT TIME.
 (P.18.PP.49)

CAPTURED FROM DOCUMENT

49. THAT PETITIONER AND CANDICE REFUSED TO PARTICIPATE IN SUCH A HURTFUL SCHEME AGAINST SIMON AND PUCCIO AND TOLD THEODORE'S CHILDREN THAT SIMON AND SHIRLEY WOULD BE ASHAMED OF THEIR BIZARRE AND CRUEL BEHAVIOR AND THAT THEY SHOULD NOTCONTINUE TO BOYCOTT SEEING SIMON AS IT WAS BREAKING HIS HEART AND DEPRESSING HIM AND TO TELL THEODORE AND ANYONE ELSE INVOLVED THAT WE THOUGHT THIS WAS A BAD IDEA. ESPECIALLY DISTURBING IS THAT THEODORE'S CHILDREN WERE PARTIALLY RAISED BY SIMON AND SHIRLEY, EVEN WHENTHEY WERE NOT WELL PHYSICALLY, FOR MANY YEARS AND EVEN MOVING THEODORE AND HIS CHILDREN INTO THEIR HOME FOR SEVERAL YEARS. THEY RAISED THEODORE'S CHILDREN DURING A LENGTHY PERSONAL AND FINANCIAL CRISIS THEODORE WENT THROUGH RESULTING IN HIS DECLARING BANKRUPTCY, DIVORCE, LOSS OF HIS HOME AND EVENTUAL TRAGIC OVERDOSE DEATH OF HIS EX-WIFE AND RESULTINGLOSS TO THE CHILDREN OF A MOTHER.

(WALKER'S RESPONSE)

THEY DID NOT "BOYCOTT" SEEING SIMON, THEY REFUSED TO SEE SIMON WHEN HE WAS WITH MARITZA. THEY HAD MANY DATES WITH SIMON WITHOUT MARITZA. SIMON TRIED TO PUSH MARITZA ON EVERYONE IN A VERY UNCOMFORTABLE WAY ESPECIALLY NOT TAKING THEIR PERSONAL FEELINGS INTO ACCOUNT. HE WAS VERY MENTALLY MIXED UP AFTER SHIRLEY PASSED.
 (P.18PP.51)

CAPTURED FROM DOCUMENT

51. THAT AFTER LEARNING OF THIS EXACT PLOY AGAINST SIMON BY ALL OF PETITIONER'S SIBLINGS, THEIR SPOUSES AND EVEN THEIR CHILDREN, PETITIONER WROTE LETTERS AT SIMON'S REQUEST TO THEODORE, TO HAVE HIM STATE EXACTLY WHAT WAS GOING AND WHY HE WAS NOT ATTENDING THE JEWISH HOLIDAY OF PASSOVER WITH HIS FATHER WHO WAS STILL IN MOURNING AT PETITIONER'S HOUSE. THAT THESE CORRESPONDENCES ARE ATTACHED HEREIN AS, EXHIBIT 1 - EMAIL CORRESPONDENCES THEODORE AND ELIOT, AND WHEREIN THEODORE CL *MS, "MY PRIMARY FAMILY IS DEBORAH AND OUR FOUR CHILDREN. THEY COME FIRST, BEFORE ANYTHING AND ANYONE. THE FAMILY I WAS BORN INTO IS NO LONGER, THAT IS JUST A FACT, IT IS NOT A MATTER OF OPINION, IT JUST IS."

(WALKER'S RESPONSE)

IT'S NOT A CRAZY NOTION. THEY ALL TOLD SIMON THAT HE WAS WELCOMED BUT MARITZA IS NOT. SO, ULTIMATELY, IT WAS SIMON'S DECISION TO CHOSE MARITZA OVER HIS FAMILY.
 (P.19PP.53)

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CAPTURED FROM DOCUMENT

53. THAT THE BOYCOTT BY SIMON'S OTHER FOUR CHILDREN AND SEVEN GRANDCHILDREN SENT SIMON INTO DEEP DEPRESSION, WHICH HE BEGAN PSYCHOTHERAPY TO ATTEMPT TO COPE WITH. PETITIONER'S IMMEDIATE FAMILY INCREASED THEIR WEEKLY VISITS TO FILL THE LOSS AND SO BEGAN SEEING SIMON 2-3 TIMES A WEEK OR MORE, TRYING TO SPEND AS MUCH TIME WITH HIM AS HE WAS NOW NOT ONLY SUFFERING FROM THE LOSS OF SHIRLEY WHOM HE LOVED PROFUSELY BUT NOW SUFFERED THE CATASTROPHIC LOSS OF ALMOST HIS ENTIRE FAMILY SUPPOSEDLY OVER HIS GIRLFRIEND.

WALKER'S RESPONSE

THIS IS SIMPLY UNTRUE. SIMON WAS PERPLEXED BY MORE THAN THAT. HE WAS ULTIMATELY DEPRESSED BY THE LOSS OF SHIRLEY AND DIDN'T KNOW HOW TO COPE AND THEREFORE COVERED HIS PAIN WITH THIS MADE UP FANTASY OF HIS RELATIONSHIP WITH MARITZA.

P.19PP.56

CAPTURED FROM DOCUMENT

56. THAT DURING THE TIME FROM SHIRLEY'S DEATH TO SIMON'S DEATH ALL OF SIMON'S CHILDREN BUT PETITIONER BOYCOTTED THEIR FATHER AND HATED ON PUCCIO INCESSANTLY, EVEN AFTER THE MAY 12, 2012 MEETING WITH TS WHERE ALL OF THESE MATTERS WERE TO BE PUT TO REST BY THE PROPOSED CHANGES TO THE 2008 TRUST OF SIMON. AFTER THE MAY 12, 2012 MEETING IT IS BELIEVED THAT JILL FLEW OUT ONCE MORE TO SEE SIMON WITH HER DAUGHTER AND WOULD NOT STAY WITH SIMON IN HIS HOME BECAUSE OF PUCCIO AND THE TRIP WENT SOUR AS SIMON REFUSED TO LEAVE HIS GIRLFRIEND PUCCIO AT HOME.

(WALKER'S RESPONSE)

NOT TRUE. JILL, JULIA AND I ALL STAYED AT THE CONDO. JILL MADE A VALIANT EFFORT TO SEE HER FATHER AND NOT LET HIS PERSONAL RELATIONSHIP WITH MARITZA TAINT THEIRS. WE ALL WENT TO LUNCH TOGETHER AND PUCCIO SHOWED UP LATE AND THEN LEFT BEFORE SITTING AT THE TABLE DUE TO HER OWN INSECURITIES. THAT SAME EVENING WE ALL WENT TO DINNER TOGETHER, INCLUDING MARITZA, AND EVERYTHING WAS FINE. SIMON ACTUALLY CHOSE TO HAVE FATHER'S DAY BRUNCH THE NEXT MORNING WITH MARITZA AND HER FRIENDS INSTEAD OF HIS OWN DAUGHTER AND GRANDDAUGHTER.

(P.19PP.57)

CAPTURED FROM DOCUMENT

57. THAT THE EXCLUSION FROM THE ESTATES APPEARS NOW TO HAVE BEEN THE BANE OF THEODORE AND PAMELA'S ANGER ALL ALONG AND THE REAL CAUSE OF THEIR BOYCOTT OF SIMON, NOT PUCCIO, NOR WALKER, AND IT APPEARS THEY HAD RECRUITED LISA AND JILL INTO THE SCHEME ALSO BASED ON CONCERN OVER PUCCIO HURTING AND ROBBING THEIR FATHER, NOT ON THE FACT THEY WERE ANGRY OVER THE ESTATES PLANS. HAVING PUCCIO AS THE FOCUS OF THE BOYCOTT COULD GET ALL THE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 6
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CHILDREN TO PARTICIPATE IN THE BOYCOTT IN CONCERN ND DESIGNED TO MAKE SIMON SUFFER WHOLLY THROUGH THE TOTAL LOSS OF HIS CHILDREN AND GRANDCHILDREN AND ALLEGEDLY TRY TO FORCE HIM TO MAKE CHANGES TO THE ESTATES PLANS OR SUFFER NEVER SEEING OR TALKINGTO ANY OF THEM AGAIN.

(WALKER'S RESPONSE)

THIS IS ONLY SPECULATION OF ELIOT

(P.20 PP.58)

CAPTURED FROM DOCUMENT

58. THAT IN THE MAY 12, 2012 MEETING, SIMON CLEARLY STATED THAT THE REASON HE WAS MAKING THESE CHANGES WAS TO RESOLVE FAMILY PROBLEMS CAUSED BY THE EXCLUSION OF THEODORE AND PAMELA THAT WERE CAUSING HIM TOO MUCH STRESS. CLEARLY SIMON WAS UNDER UNDUE PRESSURE TO CONTEMPLATE MAKING THESE CHANGES, DESPERATE TO SEE HIS CHILDREN AND GRANDCHILDREN AND PHYSICALLY AND MENTALLY BEATEN DOWN. AT THIS MAY 12, 2012 MEETING, PETITIONER LEARNED THAT THIS ASSAULT MAY HAVE BEEN DUE TO THEODORE AND PAMELA'S ANGER OVER THEIR EXCLUSION AND CLAIMING THE BUSINESSES THEY HAD ACQUIRED WERE NOT DOING AS WELL AS WHEN THEY ACQUIRED THEM AND THEY WANTED BACK IN ON THE REMAINING ESTATES ASSETS.

(WALKER'S RESPONSE)

THE CHANGES WEREN'T MADE BECAUSE HE HADN'T SEEN HIS FAMILY MEMBERS. HE HADN'T SEEN HIS FAMILY MEMBERS BECAUSE HE CHOSE PUCCIO OVER SEEING THEM. HE MADE THE CHANGES BECAUSE EVEN THOUGH HE AND SHIRLEY ALREADY AGREED THEIR PLAN WAS FAIR, HE DECIDED TO SKIP THE CHILDREN DUE TO ARGUMENTS AND FELT IT WAS FAIR FOR THE GRANDCHILDREN WITHOUT ANY FURTHER ARGUMENTS.

(P.21 PP.71II)

CAPTURED FROM DOCUMENT

71. THAT IN THE EIGHT WEEKS FROM JULY 15, 2012 WHEN SIMON ALLEGEDLY SIGNED THE IMPROPERLY NOTARIZED AND IMPROPERLY WITNESSED ALLEGED 2012 AMENDED TRUST AND THE TIME SIMON PASSED ON SEPTEMBER 13, 2012, HIS HEALTH WENT WHOLLY DOWNHILL TO HIS SUDDEN AND UNEXPECTED DEATH. IN THE EIGHT WEEKS AFTER HE SUPPOSEDLY SIGNED THE ALLEGED 2012 AMENDED TRUST, SIMON,

II. WAS DELIRIOUS, CONFUSED AND SUFFERING FROM HALLUCINATIONS AND FAINTING SPELLS,

(WALKER'S RESPONSE)

FAINTING AND DIZZY SPELLS DIDN'T HAPPEN UNTIL LATE AUGUST/EARLY SEPTEMBER.

(P.21PP.71IV)

CAPTURED FROM DOCUMENT

71 . THAT IN THE EIGHT WEEKS FROM JULY 15, 2012 WHEN SIMON ALLEGEDLY

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SIGNED THE IMPROPERLY NOTARIZED AND IMPROPERLY WITNESSED ALLEGED 2012 AMENDED TRUST AND THE TIME SIMON PASSED ON SEPTEMBER 13, 2012, HIS HEALTH WENT WHOLLY DOWNHILL TO HIS SUDDEN AND UNEXPECTED DEATH. IN THE EIGHT WEEKS AFTER HE SUPPOSEDLY SIGNED THE ALLEGED 2012 AMENDED TRUST, SIMON,

IV. WAS GIVEN AN IMPROPER PILL OF AMBIEN BY PUCCIO, ALONG WITH AN UNKNOWN AMOUNT OF PRESCRIBED PAIN MEDICINE ON SEPTEMBER 08, 2012, CAUSING PUCCIO TO PANIC AND STATE THAT SHE MAY HAVE CAUSED HIM HARM. PUCCIO CALLED PETITIONER'S HOME WORRIED AS ALL NIGHT AS HE HAD NOT SLEPT WATCHING OVER SIMON AND NOW WANTED TO RUSH SIMON TO THE HOSPITAL. PUCCIO ASKED CANDICE TO COME TO THE HOME IMMEDIATELY AS SHE THOUGHT HE MAY BE DYING AND EVALUATE HIS CONDITION. PUCCIO CLAIMED HE WAS HALLUCINATING AND DELIRIOUS AND SPEAKING TO HIS MOTHER ON THE BED, PROMPTING CANDICE TO IMMEDIATELY GO TO SIMON'S HOME TO ASSESS HIS HEALTH. SIMON THEN WENT TO DR. IRA PARDO, MD ("PARDO") OF BOCA RATON WITH PUCCIO WHERE WHERE SIMON WAS CLEARED OF ANY DANGER AND LET HOME BY PARDO ACCORDING TO BY PARDO ACCORDING TO PUCCIO.

(WALKER'S RESPONSE)

THIS WAS THE SUNDAY PRIOR TO SIMON'S PASSING THAT I WAS CALLED TO COME OVER AND SIMON WAS TOTALLY OUT OF IT. THIS IS THE DAY I TOOK ALL OF HIS MEDICATIONS AND HID THEM FROM HIM BECAUSE HE COULDN'T REMEMBER WHAT OR WHEN HE DID ANYTHING. I LEFT A LIST FOR MARITZA TO ADMINISTER HIS MEDS WHEN AND HOW MUCH AND NOT TO LEAVE HIM ALONE AT THE HOUSE OR IN A ROOM AS HE COULD HARM HIMSELF. I ALSO FOUND VICODIN IN HIS LITTLE HEART PILL CONSOLE HE KEEPS ON HIM AT ALL TIMES. I ACTUALLY STILL HAVE A 30 MINUTE RECORDING ON MY PHONE WHICH I LEFT IN THE KITCHEN SECRETLY WITH MARITZA AND SIMON AS I WENT UPSTAIRS TO GATHER HIS MEDICINES. I CAN'T REALLY HEAR MUCH OF WHAT IS SAID ON IT BUT MAYBE A PROFESSIONAL CAN IF YOU THINK THIS WOULD BE PRUDENT TO THE CASE.
(P.22PP76)

CAPTURED FROM DOCUMENT

76. THAT SIMON WAS TAKEN TO THE HOSPITAL SUFFERING FROM PAIN, BLOATING, DIZZINESS AND MENTAL CONFUSION AND DISORIENTATION AND IN SEVERE PAIN. HE SPENT THE DAY DOING TESTS AND MEETING WITH HEART AND INFECTIOUS DISEASE PHYSICIANS. AT FIRST, EARLY IN THE DAY, DOCTORS ADVISED PETITIONER THAT HIS FATHER HAD SUFFERED A HEART ATTACK. PETITIONER IMMEDIATELY CONTACTED HIS SIBLINGS TO NOTIFY THEM OF THE PERIL SIMON WAS IN AND HAVE THEM GET TO THE HOSPITAL ASAP. JILL AND LISA IMMEDIATELY HOPED ON THE NEXT PLANE OUT OF CHICAGO AND ARRIVED SEVERAL HOURS LATER. THEODORE CLAIMED TO HAVE TO ATTEND A MEETING BEFORE COMING AND ARRIVED BOCA SEVERAL HOURS LATER AND BEGAN TO REQUEST A VARIETY OF CARDIOLOGISTS PERSONALLY KNOWN TO HIM TO TREAT SIMON AND NONE OF THEM CAME, DELAYING GETTING ANYTHING DONE FOR A FEW MORE HOURS. SIMON'S NORMAL CARDIOLOGIST, SETH J. BAUM, MD, FACC, FACPM, FAHA, FNLA COULD

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NOT HANDLE THE CASE DUE TO SOME FORM OF CONFLICT WITH THE HOSPITAL BUT HE WAS TO HAVE SENT HIS MEDICAL RECORDS TO THE HOSPITAL. IN THE END THE HOSPITAL'S CARDIOLOGIST WAS APPOINTED AS ATTENDING CARDIOLOGIST.

(WALKER'S RESPONSE)

DR. BAUM WAS WEIRDLY UNAVAILABLE FOR SEVERAL HOURS BEFORE LEARNING THAT HE COULDN'T TREAT SIMON AT THAT HOSPITAL. WE CALLED MANY TIMES STATING AN EMERGENCY AND REQUESTING DOCUMENTS AND HE IGNORED. COMPLETELY OUT OF CHARACTER FOR HIM.

(P.24PP.86)

CAPTURED FROM DOCUMENT

86. THAT THE HOSPITAL STATED THAT WITHOUT PAPERS TO THE CONTRARY, PETITIONER WAS THE DESIGNATED PERSON IN CHARGE OF ANY MEDICAL DECISIONS FOR SIMON AND SOPETITIONER STATED THAT THEY SHOULD CONTINUE TO RESUSCITATE SIMON, AT LEAST UNTIL A DOCTORCOULD ARRIVE TO DETERMINE HIS CONDITION AND MAKE DETERMINATION AS TO WHAT WAS CAUSING THISSUDDEN AND BIZARRE MELTDOWN OF HIS VITAL ORGANS.

(WALKER'S RESPONSE)

UPON ARRIVAL TO THE HOSPITAL THAT MORNING, ELIOT HAD TAKEN IT UPON HIMSELF TO DESIGNATE HIMSELF AS SIMON'S HEALTH CARE PROXY. IT IS KNOWN TO ALL THE FAMILY THAT SIMON'S LIVING WILL STATES TO NOT RESUSCITATE IF QUALITY OF LIFE DETERIORATES.

(P.24PP.87)

CAPTURED FROM DOCUMENT

87. THAT SEVERAL MORE RESUSCITATIONS WERE NECESSARY AND ALL OF THE OTHER SIBLINGS WANTED PETITIONER TO "PULL THE PLUG" INSTANTLY WITH NO FURTHER LIFESAVING EFFORTS AND LET HIM DIE, CLAIMING HE WANTED TO BE WITH SHIRLEY AND SO NO FURTHER EFFORTS SHOULD BE MADE TO SAVE HIS LIFE AND TELLING HIM TO GO BE WITH HER AND MORE.

(WALKER'S RESPONSE)

THE AMOUNT OF RESUSCITATIONS DONE BY STAFF AND DOCTORS WAS BEYOND THEIR EXPERT ADVICE BUT WITHOUT SIMON'S LIVING WILL IN HAND ELIOT KEPT MAKING THE DECISION TO RESUSCITATE UNTIL THE DOCTOR FINALLY CAME OUT AND SAID THAT ITS NEARLY ABUSE TO HIS BODY AT THIS POINT. THOUGH IN ELIOT'S DEFENSE HE WAS IN COMPLETE DESPAIR AND UNABLE TO TAKE IN THE HORRIBLE REALITY CLOUDED HIS DECISION MAKING.

(P.24PP.89)

CAPTURED FROM DOCUMENT

89. THAT UNBEKNOWNST TO PETITIONER, DURING THE LIFE SAVING EFFORTS WALKER ALLEGEDLY WAS ORDERED TO GO TO THE HOME AND RETRIEVE WILLS AND TRUSTS OF SIMON BY THEODORE THAT MIGHT HAVE A LIVING WILL AND ADVANCE DIRECTIVES FOR

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MEDICAL DECISIONS, AS THE SIBLINGS FELT THAT PETITIONER WOULD NOT STOP WHEN SIMON WOULD HAVE WANTED THEM TO STOP AND LET HIM DIE WITHOUT FURTHER ATTEMPTS AT RESUSCITATION. THE SITUATION WAS NOT HOWEVER LIKE SIMON WAS IN A VEGETATIVE STATE FOR A PERIOD OF TIME AND WE WERE DECIDING TO DISCONTINUE LIFE SUPPORT AFTER CAREFUL CONSIDERATION. PETITIONER ALSO WAS UNAWARE THAT CANDICE HAD BEEN SENT TO SIMON'S TO ACCOMPANY WALKER.

(WALKER'S RESPONSE)

TRUE. SIMON WAS IN A VEGETATIVE STATE AS ADVISED BY THE ER DOCTOR.
(P.25PP.92)

CAPTURED FROM DOCUMENT

92. THAT WITHIN MINUTES AFTER SIMON'S DEATH, PETITIONER WAS INSTRUCTED BY THEODORE TO GO IMMEDIATELY TO SIMON'S HOUSE TO MAKE SURE THAT HIS COMPANION PUCCIO WAS NOT ROBBING THE HOUSE, WHICH SEEMED STRANGE TO PETITIONER. PETITIONER WONDERED WHY PUCCIO, CANDICE AND WALKER HAD LEFT THE HOSPITAL IN THE FIRST PLACE PRIOR TO SIMON'S PASSING AND THEODORE CLAIMED PUCCIO WAS GOING TO ROB THE SAFE AND HOME AND HAD LEFT SOME TIME AGO AND HE HAD SENT WALKER AND CANDICE TO WATCH HER AND GET SOME PAPERWORK HE NEEDED FROM THE HOME FOR THE HOSPITAL.

(WALKER'S RESPONSE)

IT WASN'T WEIRD TO GO AND KEEP AN EYE ON MARITZA. EARLIER IN THE DAY I HAD OVERHEARD MARITZA TRY TO MAKE A COUPLE OF STUPID EXCUSES TO LEAVE THE HOSPITAL BEDSIDE OF HER SUPPOSED LOVE/BF AND I CALLED HER OUT ON IT AND SO THEN MADE SURE I WENT TO THE HOUSE BEFORE SHE HAD A CHANCE TO AND GATHERED ALL CHECKS, CHECKBOOKS, AND SIMON'S WALLET FOR SAFEKEEPING.
(P.25PP.95)

CAPTURED FROM DOCUMENT

95. THAT IN THE PARKING LOT OF THE HOSPITAL WALKER STATED TO PETITIONER THAT SHE WAS INSTRUCTED TO GET DOCUMENTS TO GIVE THEODORE, ANY DOCUMENTS REGARDING THE WILLS AND TRUSTS SHE WAS TO REMOVE FROM THE ESTATE AND NOW HELD IN HER HANDS. SHE CLAIMED THEODORE NEEDED THEM AS THEY CONTAINED IMPORTANT ESTATE AND OTHER DOCUMENTS FOR THE HOSPITAL. WALKER THEN URGED PETITIONER AND CANDICE TO RETURN TO THE HOME TO WATCH OVER PUCCIO, AS WALKER CLAIMED SHE HAD TO BRING THEODORE THE DOCUMENTS IMMEDIATELY FOR THE HOSPITAL PAPERWORK AND DID NOT TRUST PUCCIO. THAT WALKER WAS CONVINCED AT THAT TIME THAT PUCCIO MAY HAVE MURDERED SIMON THROUGH POISON OR OVERDOSE.

(WALKER'S RESPONSE)

ABSOLUTELY UNTRUE.
(P.26PP.102)

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102. THAT SHORTLY AFTER THE SHERIFFS ARRIVED AT SIMON'S, THEODORE, JILL AND LISA SHOWED UP AT SIMON'S HOUSE WITH WALKER, IN ORDER TO GIVE STATEMENTS REGARDING THE ACCUSATIONS THAT PUCCIO HAD MURDERED SIMON BY POISONING HIM OR OVERDOSING HIM WITH MEDICATIONS. THAT WALKER CLAIMED THAT PUCCIO WAS SWITCHING PAIN PILLS WITH HIS NITRO PILLS WITH INTENT WHILE HE WAS CONFUSED AND THAT TOO MANY PAIN PILLS WERE BEING MIXED WITH OTHER UNKNOWNNS.

(WALKER'S RESPONSE)

YES, TRUE AND CANDICE HAD ALSO INFORMED ME THAT MARITZA SNEAKILY GAVE SIMON A BIG WHITE PILL THAT LOOKED LIKE THE VICODIN, THINKING NO ONE WAS WATCHING.

(P.27PP.104)

CAPTURED FROM DOCUMENT

104. THAT LATER THAT AFTERNOON ON SEPTEMBER 13, 2012, THEODORE STATED THAT HE HAD JUST SPOKEN WITH TESCHER AND SPALLINA AND THAT HE WAS APPOINTED TO ACT AS THE PERSONAL REPRESENTATIVE/EXECUTOR/SUCCESSOR OF THE ESTATES FOR THE REAL ESTATE AND PERSONAL PROPERTIES AND TESCHER AND SPALLINA WERE ALSO PERSONAL REPRESENTATIVES. THAT ACCORDING TO THEODORE THE ALLEGED 2012 AMENDED TRUST OF SIMON NOW GAVE TS, SPALLINA AND TESCHER, THE AUTHORITY TO ACT AS TRUSTEES AND PERSONAL REPRESENTATIVE SOVER THE ESTATES AND HE CLAIMED THEY HAD CHOSEN HIM AS A PERSONAL REPRESENTATIVE/EXECUTOR/SUCCESSOR TRUSTEE BECAUSE HE WAS THE OLDEST SURVIVING CHILD.

(WALKER'S RESPONSE)

TO MY KNOWLEDGE, BEFORE THE PASSING OF SHIRLEY OR SIMON, TED HAS ALWAYS BEEN THE FIDUCIARY OF SHIRLEY'S ESTATE AND THE PROPERTIES THAT WERE IN HER NAME.

(P.28PP.114)

CAPTURED FROM DOCUMENT

114. THAT UP UNTIL THE DAY OF SIMON'S DEATH, WALKER MAINTAINED KEYS AND ALARM CODES TO HIS HOME, AS SHE HAD DONE FOR SEVERAL YEARS PRIOR, HOWEVER SUDDENLY ON THE DAY SIMON DIED SHE STATED SHE NO LONGER HAD THE HOUSE KEYS, THE ALARM CODES AND DID NOT HAVE THE RIGHT COMBINATION TO OPEN THE PERSONAL SAFE OF SIMON, CLAIMING SIMON MUST HAVE JUST CHANGED THE CODE ON HIS SAFE DAYS BEFORE HIS DEATH AND SHE HAD LOST HER KEYS.

WALKER'S RESPONSE

CORRECT. THE CODE TO THE SAFE HAD BEEN CHANGED WITHOUT MY NOTICE. HOWEVER, I STILL HAD KEYS, COMBINATIONS AND GARAGE DOOR OPENERS UNTIL CHANGED BY THE FAMILY, WHICH VERY WELL COULD'VE BEEN THE NEXT DAY I DON'T REMEMBER.

(P.28PP.115)

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115. THAT WALKER HAD BEEN RESIDING IN SHIRLEY AND SIMON'S HOME UNTIL SEVERAL WEEKS BEFORE SIMON'S DEATH AND HAD MOVED FROM THE HOME DUE TO PROBLEMS THAT HAD ARISEN WITH HER AND PUCCIO AND SIMON COULD NO LONGER HANDLE THE ADDITIONAL STRESS. WHERE WALKER HAD JOINED WITH SIMON'S OTHER CHILDREN AND GRANDCHILDREN IN HATING ON PUCCIO AND BEGAN CLAIMING SHE WAS AFTER HIS MONEY, ABUSING HIM AND MORE. THAT THIS FEUDING LED TO WALKER AND SIMON ATTENDING THERAPY TOGETHER AND FINALLY WALKER MOVING OUT. SIMON FELT BETRAYED BY WALKER WHO HE HAD CONSIDERED LIKE A DAUGHTER SIDING WITH HIS CHILDREN AND GOING AGAINST PUCCIO WITH SUCH ANGER, YET HE KEPT HER EMPLOYED AND SHE SHOWED UP AT HIS HOME ALMOST DAILY UNTIL HIS DEATH FOR WORK.

(WALKER'S RESPONSE)

I DID NOT MOVE OUT BECAUSE OF PROBLEMS WITH MARITZA. NOR DID MY RELATIONSHIP PHASE SIMON AT ALL OR CAUSE HIM ANY STRESS. I MOVED OUT BECAUSE SIMON THOUGHT IT WAS TIME FOR ME TO LIVE MY OWN LIFE AND NOT WORRY ABOUT HIM ANY LONGER AND WAS HAVING MARITZA MOVE IN. I DIDN'T JOIN ANY SAID "BOYCOTT". I SAW SIMON'S RELATIONSHIP WITH MARITZA MORE THAN ANYONE ELSE AND HAD GOOD REASON TO DISAPPROVE OF HIM INVESTING SO MUCH INTO HER. SIMON NEVER FELT BETRAYED BY ME. HE KNEW I WANTED WHAT WAS BEST FOR HIM, WHICH EXCLUDED MARITZA, BUT BEING THE STUBBORN PERSON HE WAS HE DID WHAT HE ULTIMATELY WANTED TO DO AND NO ONE COULD INFLUENCE HIM OTHERWISE, RIGHT OR WRONG.
 (P.30PP.127)

CAPTURED FROM DOCUMENT

127. THAT PETITIONER LEARNED LATER FROM WALKER THAT SOME OF THE DOCUMENTS SHE REMOVED FROM THE ESTATE INCLUDED A CONTRACT SIMON HAD MADE PERTAINING TO PUCCIO AND A CHECK MADE OUT TO HER.

(WALKER'S RESPONSE)

IT WASN'T DAYS LATER. THE NIGHT SIMON WAS IN THE HOSPITAL AND WE WERE SENT HOME UNTIL THE NEXT SET OF VISITING HOURS CANDICE, ELIOT AND I WENT TO DINNER AND I SHOWED THEM THE DOCUMENT AND ASKED WHAT TO DO WITH IT. THEY ADVISED ME TO HANG ONTO IT AND THAT IT'S NOT SIGNED AND WAS CREATED WHILE SIMON WAS COMPLETELY PSYCHOTIC SO IT HELD NO WORTH. THE CHECK WAS NOT MADE OUT TO HER, IT WAS COMPLETELY BLACK AND TAKEN FROM THE BACK OF THE CHECKBOOK.
 (P.30PP.128)

CAPTURED FROM DOCUMENT

128. THAT LATER UPON QUESTIONING THEODORE AGAIN ABOUT THE CONTENTS OF THE PACKAGE AND IF HE HAD DOCUMENTS FOR PUCCIO, HE INITIALLY DENIED HE HAD ANY PUCCIO DOCUMENTS UNTIL PETITIONER NOTIFIED THEODORE THAT WALKER HAD TOLD HIM OF DOCUMENTS FOR PUCCIO THAT SHE HAD TAKEN FROM THE HOME AND GIVEN TO HIM AND

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FURTHER THAT WALKER CLAIMED SHE HAD
DISCUSSED THEM WITH HIM AT THE HOSPITAL.

(WALKER'S RESPONSE)

DIDN'T DISCUSS WITH TED AT THE HOSPITAL

(P.30PP.130)

CAPTURED FROM DOCUMENT

130. THAT PETITIONER THEN NOTIFIED THEODORE THAT SIMON HAD PERSONALLY
INFORMED PETITIONER OF A DOCUMENT AND CHECK FOR PUCCIO IN THE HOSPITAL ON
SEPTEMBER 12, 2012 THAT HE WANTED HER TO HAVE IN THE EVENT ANYTHING HAPPENED
TO HIM IN THE HOSPITAL.

(WALKER'S RESPONSE)

THIS PARAGRAPH IS EITHER A BLATENT LIE OR COMPLETELY MISCONSTRUED MEMORY
OF ELIOT'S. SIMON NEVER SAID SUCH A THING TO ELIOT NOR DID ELIOT OR CANDICE
HAVE ANY IDEA OF SUCH DOCUMENT UNTIL I SHOWED THEM AT DINNER. THEY WERE IN
DISAGREEMENT OF THE DOCUMENT THAT NIGHT ALSO SO I DON'T KNOW HOW THIS MEMORY
WAS CHANGED IN THEIR HEADS. ALL SIMON SAID TO ALL OF US CONSTANTLY WHILE HE
WAS IN THE HOSPITAL BED WAS TO MAKE SURE "THEY" DIDN'T HURT HER. THEY BEING
HIS FAMILY MEMBERS.

(P.31PP.135)

CAPTURED FROM DOCUMENT

135. THAT IN THE PARKING LOT OF THE HOSPITAL WALKER ALSO EXCHANGED WHAT
SHE THOUGHT WAS A GIFT SHE HAD FOR PETITIONER AND WHEN CANDICE OPENED IT ON
THE WAY TO SIMON'S IT HAD 5-6 LARGE RED PILLS INSIDE. THAT WHEN THEY
CONTACTED WALKER ON THE WAY TO SIMON'S TO FIND OUT WHAT THESE PILLS WERE AND
WHO THEY WERE FOR, SHE CLAIMED THAT THEY WERE HER PILLS, NOT SIMON'S AND
STATED SHE GAVE PETITIONER THE WRONG PACKAGE AND TO THROW THEM AWAY.

(WALKER'S RESPONSE)

NOT TRUE. ONLY BIG RED PILLS I HAVE EVER TAKEN WERE DIET PILLS AND IF I
DID GIVE SOME TO CANDICE THAT WASN'T OUT OF THE ORDINARY. I NEVER SAID TO
FORGET IT AND THAT THOSE PILLS WERE MEANT FOR SOMEONE ELSE THOUGH. ANOTHER
MISCONSTRUED MEMORY OF ELIOT'S.

(P.31PP.136)

CAPTURED FROM DOCUMENT

136. THAT PETITIONER ON SEPTEMBER 13, 2012 UPON TRYING TO LOG IN TO
SIMON'S COMPUTER AT HIS HOME TO GET HIS PERSONAL FRIENDS CONTACT INFORMATION
TO NOTIFY THEM OF SIMON'S PASSING NOTICED THAT THE HARD DRIVES ON ALL OF
SIMON'S COMPUTERS IN HIS HOME WERE MISSING OR SCRUBBED AND PETITIONER FOUND
THIS HIGHLY IRREGULAR. THEODORE STATED HE WOULD LOOK INTO WHERE THEY HAD GONE
AND QUESTION SEVERAL PEOPLE WHO HANDLED SIMON'S COMPUTERS AT HIS OFFICE AND

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HOME IF THEY KNEW ANYTHING. TO THIS DATE THOSE ITEMS APPEAR TO HAVE BEEN
 TAKEN FROM THE ESTATE AND NEVER RECOVERED.

(WALKER'S RESPONSE)

NOT TRUE. ONLY THE COMPUTER IN THE OFFICE ON THE SECOND FLOOR SEEMED
 THAT WAY AS IT WAS NEW BECAUSE THE OLD COMPUTER HAD CRASHED. HOWEVER, OUR IT
 GUY, KEITH RESIG, WAS ABLE TO RETRIEVE MOST OF THE INFORMATION FROM THE OLD
 COMPUTER AND WAS ON A DROPBOX WHICH JUST NEEDED TO BE DOWNLOADED TO THE NEW
 COMPUTER.

(P.31PP.139)

 CAPTURED FROM DOCUMENT

139. THAT ACCORDING TO SPALLINA A HERITAGE UNION LIFE INSURANCE COMPANY
 INSURANCE POLICY NO. 1009208 ON SIMON ("HERITAGE POLICY") WAS ALSO NOW MISSING
 FROM THE ESTATES RECORDS. SEE EXHIBIT 6 - EMAILS REGARDING LOST HERITAGE
 POLICY. THAT THE HERITAGE POLICY IS REINSURED BY REASSURE AMERICAN LIFE
 INSURANCE COMPANY ("RALIC"), WHO HAS BECOME INVOLVED IN THE INSURANCE MATTERS.

(WALKER'S RESPONSE)

DON'T KNOW HOW ANY DOCUMENTS FROM HERITAGE UNION LIFE INSURANCE COMPANY
 WERE MISSING. WE HAD JUST HAD DIANA SEND IN A CHECK TO THEM IN AUGUST BEFORE
 THE POLICY RAN OUT FOR NON PAYMENT.

(P.55PP.266)

 CAPTURED FROM DOCUMENT

266. THAT ACCORDING TO PATRICIA FITZMAURICE, L.C.S.W., P.A.,
 ("FITZMAURICE") SIMON'S THERAPIST, IN A SESSION WITH PETITIONER AND CANDICE
 INFORMED THEM THAT SIMON HAD CONVEYED TO HER THAT HIS NET WORTH WAS
 APPROXIMATELY US\$ 30,000,000.00 SHORTLY BEFORE HIS DEATH.

(WALKER'S RESPONSE)

FITZMAURICE IS MISTAKEN OR ELIOT HEARD HER INCORRECTLY AS SIMON SAYING HE
 WAS ONCE WORTH THAT MUCH. SINCE THE CRASH OF 2008 THE BERNSTEIN'S HAD TO TAKE
 OUT A LINE OF CREDIT A COUPLE OF TIMES TO MAKE ENDS MEET AND SINCE THEN HE WAS
 NEVER WORTH MORE THAN \$10 MILLION. I CAN TELL YOU THAT SIMON AT ALL TIMES HAD
 ABOUT \$3MILLION INVESTED THROUGH JP MORGAN IN ADDITION TO OTHER ACCOUNTS WITH
 THOUSANDS OF DOLLARS. THE DAY HE PASSED HE HAD \$70,000.00 SOMETHING IN HIS
 MAIN CHECKING ACCOUNT (WHICH I PAID BILLS WITH). THEN APPARENTLY AFTER HANDING
 ALL THE INFO OVER TO THE ESTATE WE WERE TOLD THERE IS NOTHING.

(P.55PP.267)

 CAPTURED FROM DOCUMENT

267. THAT ACCORDING TO PUCCIO, SIMON HAD TOLD HER THAT THE ESTATE WAS
 WORTH BETWEEN US\$ 20,000,000.00 TO \$30,000,000.00 AT VARIOUS TIMES, WITH

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MONIES ALREADY PUT AWAY AND PROTECTED FOR PETITIONER AND HIS FAMILY FOR SCHOOL, HOME AND OTHER ITEMS.

(WALKER'S RESPONSE)

SIMON WAS PROBABLY EMBELLISHING FOR HIS EGO. HE DID NOT POSSESS THAT MUCH IN ASSETS AT ONCE FOR YEARS. HOWEVER, SHIRLEY AND SIMON HAD ALWAYS TOLD ME THAT THERE IS A SEPARATE, ACCOUNT/TRUST/SOMETHING SET UP TO TAKE CARE OF THEIR GRANDCHILDREN'S SCHOOL AND HOME SHOULD THEY PASS ON.
 (P.57PP.279)

CAPTURED FROM DOCUMENT

279. THAT SIMON HAD AN ESTIMATED TENS OF MILLIONS OF DOLLARS IN STANFORD GROUP COMPANY INVESTMENT ACCOUNTS HANDLED BY PRIVATE BANKING REPRESENTATIVE, CHRISTOPHER R. PRINDLE WHO IS NOW WITH J.P. MORGAN PRIVATE BANK

(WALKER'S RESPONSE)

I DON'T WANT TO COMMENT TOO MUCH ON THE FINANCIALS MANAGED OUTSIDE OF MY EVERYDAY DUTIES BUT TO MY KNOWLEDGE THROUGH CONVERSATIONS WITH BOTH SHIRLEY AND SIMON, THAT STANFORD NO LONGER HOLDS ANY MONEY OF THE BERNSTEINS BECAUSE OF THE LOSSES DUE TO STANFORD'S PONZI SCHEME AROUND 2008/2009.
 P.89PP.406

CAPTURED FROM DOCUMENT

406. THAT THE FIRST THING THAT MAKES NO SENSE IN THE ACCUSATIONS BY PETITIONER'S SIBLINGS OF MURDER BY PUCCIO IS THAT PUCCIO APPEARED TO HAVE NO BENEFICIAL INTEREST IN THE ESTATES OF SIMON AND SHIRLEY AND THUS NO KNOWN MOTIVE OR BENEFIT FOR MURDER.

(WALKER'S RESPONSE)

MARITZA HAD NO ESTATE INTERESTS, HOWEVER THE ESTATE WAS DEPLETING WEEKLY AS, IN LAYMANS TERMS, SHE WAS BEING PAID BY THE ESTATE TO "BE WITH" SIMON. MONEY WAS TRANSFERRED TO SABADELL BANK WHERE SIMON KEPT AN ACCOUNT FOR HER IN HIS NAME. THIS ACCOUNT WAS USED TO FUND HER FAMILY IN VENEZUELA AND HERSELF. SHE ALREADY MADE MANY "AGREEMENTS" FOR LARGE SUMS OF MONEY FOR "DATING" SIMON BERNSTEIN. BUT MONTHS LEADING UP TO SIMON'S DEATH SHE WAS REPULSED BY HIM TO WHERE SHE COULDN'T BE IN THE SAME ROOM AS HIM, DIDN'T SLEEP IN THE SAME ROOM AS HIM ANYMORE AND CONSTANTLY MADE UP EXCUSES TO LEAVE THE HOUSE WITHOUT HIM. SHE CONFIDED IN ME THAT SHE COULDN'T STAND TO BE AROUND HIM ANYMORE AND WANTED TO LEAVE BUT FINANCIALLY COULDN'T DO THAT TO HERSELF OR HER FAMILY SO SHE "PUT UP WITH HIM".
 (P.89PP.407)

CAPTURED FROM DOCUMENT

407. THAT LATER, AFTER THE SHERIFF HAD LEFT, WALKER TOLD PETITIONER AND CANDICE THAT IN THE ESTATES DOCUMENTS SHE REMOVED FROM THE HOME THERE WAS A

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CHECK AND AN AGREEMENT SIMON HAD EXECUTED FOR PUCCIO, THAT INURED AN ESTIMATED \$100,000.00 TO PUCCIO IF SIMON WERE TO DIE, WHICH WALKER THEN REMOVED BOTH DOCUMENTS FROM THE ESTATES AND TRANSFERRED THEM TO THEODORE THE NIGHT OF SIMON'S DEATH, WHO THEN ALLEGEDLY TRANSFERRED THEM TO SPALLINA A FEW WEEKS LATER, AS ALREADY DISCUSSED HEREIN.

(WALKER'S RESPONSE)

THIS SAID DOCUMENT WAS NOT CREATED IN SOUND MIND BY SIMON. CHECK WAS NEVER FILLED OUT, IT WAS BLANK, AND THE TERMS OF THE CONTRACT WERE NEVER MET SO IT'S NULL AND VOID.

(P.89PP.408)

CAPTURED FROM DOCUMENT

408. THAT WHEN THE SHERIFF CAME ON SEPTEMBER 13, 2012, DESPITE WALKER KNOWING OF THIS DOCUMENT AND THEODORE KNOWINGLY IN POSSESSION OF THE DOCUMENT, NEITHER ONE OF THEM MENTIONS THIS DOCUMENT TO THE SHERIFF'S OR TURNS IT OVER AS EVIDENCE OF A POSSIBLE MOTIVE THAT PUCCIO MURDERED SIMON.

(WALKER'S RESPONSE)

IT WAS NEVER MENTIONED PROBABLY BECAUSE IT DIDN'T POSSESS ANY REAL QUALITY AND BY THAT MORNING AFTER NO SLEEP FOR DAYS I WAS SOLELY CONCERNED ABOUT THE MISUSE OF DRUGS THAT WAS ADMINISTERED TO SIMON BY MARITZA.

(P.90PP.413)

CAPTURED FROM DOCUMENT

413. THAT INSTEAD OF GIVING THE DOCUMENTS TO INVESTIGATORS, SPALLINA MET WITH PUCCIO AND HER COUNSEL DENYING HER CLAIM AND TELLING HER SHE WOULD GET NOTHING, OPPOSITE OF SIMON'S DESIRES AND ALLEGEDLY THREATENING HER THAT SHE WAS A SUSPECT IN A MURDER INVESTIGATION AND SHOULD GO AWAY OR ELSE, FURTHER FRIGHTENING PUCCIO WHO HAS SINCE APPARENTLY ABANDONED HER CLAIM AGAINST THE ESTATE. NO INFORMATION REGARDING THIS CLAIM AGAINST THE ESTATE HAS BEEN SENT BY TS, SPALLINA AND TESCHER TO THE BENEFICIARIES.

(WALKER'S RESPONSE)

IT WAS SAID BY SIMON MANY TIMES TO MYSELF AND OTHERS- MARITZA DOES NOT RECEIVE ANYTHING FINANCIALLY OR BY HIS ESTATE AFTER HE PASSES, THAT SHE GETS WHAT IS GIVEN TO HER WHILE HE IS ALIVE AND SHE IS HIS "GIRLFRIEND".

THIS CONCLUDES THE E-MAIL AND SUPPLEMENT. A COPY OF THE ATTACHMENT AND E-MAIL WERE PUT INTO PBSO EVIDENCE. THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704

02/21/14 @ 1451 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 02/24/2014/MDR/#6405

printed by Employee Id #: 8105 on August 31, 2015 01:31:42PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
 CASE NO. 14029489 SUPPLEMENT 12 OFFENSE REPORT CASE NO. 14029489
 DISPOSITION: ZULU
 DIVISION: DETECTIVE

911:
 ECONOMIC CRIMES * * *
 SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 02/27/14 THURSDAY
 ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
 OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
 EXCEPTION TYPE:
 INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
 CITY: BOCA RATON STATE: FL ZIP: 33431
 NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: OTHER
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 02/11/14 SGT. DAVID GROOVER AND I RESPONDED TO THE PALM BEACH COUNTY SHERIFF'S OFFICE WEST BOCA SUB-STATION FOR THE PURPOSE OF INTERVIEWING ELIOT AND CANDICE BERNSTEIN IN REGARD TO THIS INVESTIGATION. THE INTERVIEW LASTED APPROXIMATELY THREE HOURS AND WAS MEMORIALIZED ON DIGITAL RECORDERS. BELOW IS A BRIEF SYNOPSIS OF THE INTERVIEW. FOR COMPLETE AND ACCURATE DETAILS OF THE STATEMENTS MADE BY ELIOT AND CANDICE DURING THE SWORN INTERVIEW, AUTHORIZED PERSONS MAY REVIEW THE AUDIO CD COPY, WHICH IS MAINTAINED AT THE PALM BEACH COUNTY SHERIFF'S OFFICE EVIDENCE FACILITY.

ELIOT STATED HE IS UNDER THE BELIEF THAT DONALD TESCHER AND ROBERT SPALLINA BECAME ACQUAINTED WITH HIS PARENTS IN 2008. HE BASES THIS BELIEF ON COPIES OF DOCUMENTS HE HAS EXAMINED AS WELL AS STATEMENTS MADE TO HIM BY HIS BROTHER THEODORE. ELIOT TOLD ME HE UNDERSTANDS THAT THERE WERE INDIVIDUAL TRUSTS AND WILLS CREATED FOR HIS PARENTS, SHIRLEY AND SIMON, IN 2008 BUT QUESTIONS THE ORIGINS OF MANY OF THE DOCUMENTS. ELIOT STATED HE HAS NOT BEEN PROVIDED MANY OF THE ESTATE DOCUMENTS THAT HE BELIEVES HE SHOULD HAVE SEEN BY NOW.

ELIOT STATED THAT SHIRLEY'S ORIGINAL TRUST STATES HE, ALONG WITH HIS SISTERS LISA AND JILL WERE TO HAVE THE ASSETS DISTRIBUTED AMONGST THEM; STATING IT ALSO REFERENCED THEIR (ELIOT, LISA, & JILL'S) LINEAL DESCENDANTS. ELIOT SAID HE HAS RECENTLY LEARNED THROUGH A LETTER FROM DONALD TESCHER THAT THERE WERE POSSIBLY TWO FIRST AMENDMENTS TO HIS MOTHER'S TRUST. HE CLAIMED THAT ACCORDING TO TESCHER'S LETTER ONE OF THE AMENDMENTS OCCURRED IN JANUARY 2013, BUT AFTER VIEWING THE LETTER I FOUND THIS WAS NOT HOW IT READ. I ASKED FOR A COPY OF THE LETTER TO BE E-MAILED TO ME, BUT TO DATE I DON'T FIND THAT

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 14029489 SUPPLEMENT 12 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

I HAVE RECEIVED IT. I WAS ABLE TO OBTAIN A COPY OF THE INFORMATION THAT WAS PROVIDED BY SPALLINA TO ELIOT'S CHILDREN'S FORMER ATTORNEY, CHRISTINE YATES. THIS CONFIRMED THAT SPALLINA DID PROVIDE THE ALTERED DOCUMENT TO YATES AS SPALLINA HAD PREVIOUSLY STATED TO ME.

IN FURTHER DISCUSSION OF THIS CASE, ELIOT CONFIRMED HE WAS PRESENT DURING THE MAY 2012 CONFERENCE CALL BETWEEN HIS FATHER, HIS SIBLINGS AND SPALLINA. HIS INTERPRETATION OF THE CALL WAS SLIGHTLY DIFFERENT THAN HIS SIBLINGS. HE STATED HE UNDERSTOOD THE CALL AS HIS FATHER STATING HE MAY MAKE CHANGES, BUT IT IS NOT A CERTAINTY. ELIOT CONFIRMED THE PROPOSED CHANGES WERE (IF THEY OCCURRED) THAT THE ASSETS WOULD GO TO THE 10 GRANDCHILDREN AND NO LONGER ANY OF THE CHILDREN. ELIOT IMPLIED HE SUPPORTED HIS FATHER'S DECISION IF IT RELIEVED STRESS FROM HIS FATHER, WHICH HE FELT WAS BEING CREATED BY SOME OF HIS SIBLINGS. ELIOT STATED HE DISPUTES WHETHER THE TRUST AMENDMENT SIGNED BY SIMON IN JULY 2012 WAS ACTUALLY SIGNED BY SIMON. HE SAID HE FEELS ALL DOCUMENTS FILED POST MORTEM MAY BE FRAUDS.

ELIOT CLAIMED THERE ARE SOME DISCREPANCIES WITH A LIFE INSURANCE POLICY WHICH BELONGED TO SIMON. THERE IS CURRENTLY AN ON-GOING FEDERAL COURT CASE IN ILLINOIS REFERENCE THIS POLICY. ELIOT IS NOT CERTAIN WHERE THE POLICY ORIGINATED AND SAID THE POLICY HAS SINCE BEEN LOST. ELIOT INFORMED ME THAT THE INSURANCE COMPANY IS LOCATED IN JACKSONVILLE, IL. HE SAID THAT IN HIS OPINION, DOCUMENTS REFERENCE THE POLICY IN REGARDS TO THE TRUSTEE WERE SIGNED UNLAWFULLY, AND THEN SUBMITTED TO THE INSURANCE COMPANY IN ILLINOIS. HE ALSO SAID HE BELIEVES THE INSURANCE COMPANY IS CONDUCTING AN INVESTIGATION. HE WAS INFORMED A REPORT SHOULD BE FILED WITH JACKSONVILLE, IL POLICE DEPARTMENT AS WELL AS WITH THE INSURANCE COMPANY.

IN CONTINUING TO DISCUSS THIS CASE, ELIOT BROUGHT UP A FORM CALLED A PETITION TO DISCHARGE (FULL WAIVER) REFERENCE HIS MOTHER'S ESTATE WHICH IS DATED APRIL 9, 2012 AND SIGNED BY SIMON. HE ALLEGES DUE TO THE TIMING OF WHEN THIS FORM WAS FILED WITH THE COURTS ON OCT. 24, 2012, WHICH WAS AFTER HIS FATHER'S DEATH, HE BELIEVES HIS FATHER MAY NOT HAVE SIGNED IT. HE ALSO POINTED OUT WHAT HE BELIEVES ARE OTHER DISCREPANCIES IN THE FORM AS WELL AS PROCEDURE VIOLATIONS WITH HOW THE PAPERWORK WAS FILED AND WHO DID AND/OR COULD HAVE FILED IT, IN REFERENCE TO THE PERSONAL REPRESENTATIVE.

ELIOT TOLD ME HE BELIEVES HIS MOTHER'S ESTATE SHOULD GO TO HIM, LISA, AND JILL. HE STATED HE FEELS A CONSPIRACY IS TAKING PLACE, IN ORDER TO HAVE THE ASSETS FROM THE ESTATE GO TO PEOPLE OTHER THAN WHO THE DOCUMENTS STATE THEY SHOULD GO TOO.

ON 02/25/14 DET. PANZER AND I MET WITH ELIOT AND CANDICE AFFORDING THEM THE OPPORTUNITY TO FURTHER THEIR STATEMENT. ELIOT STATED THAT THE COURTS APPOINTED A CURATOR TO THE PROBATE CASE, AS WELL AS, ORDERED A FORENSIC ACCOUNTING TO BE DONE. THEY STATED THEY HAD NO OTHER INFORMATION TO SUPPLY.

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E P A G E 3
C A S E N O . 1 4 0 2 9 4 8 9 S U P P L E M E N T 1 2 O F F E N S E R E P O R T C A S E N O . 1 4 0 2 9 4 8 9
D I S P O S I T I O N : Z O L U

IT SHOULD BE NOTED THAT I RECENTLY PLACED A PHONE CALL TO CHRISTINE YATES, BUT SHE DID NOT CALL ME BACK. IN ADDITION, I BRIEFLY SPOKE WITH PAMELA SIMON, WHO STATED SHE WOULD NEED TO CONTACT ME BACK WITH HER ATTORNEY TO PROVIDE A SWORN STATEMENT. TO DATE SHE HAS NOT CONTACTED ME BACK. I HAVE ALSO SPOKEN WITH DONALD TESCHER OVER THE PHONE. HE ADVISED THAT HE RETAINED COUNSEL BY THE NAME OF IRWIN BLOCK. I SPOKE WITH MR. BLOCK WHO STATED HIS CLIENT WILL NOT BE PROVIDING ME WITH A STATEMENT.

BASED UPON THE TOTALITY OF THE INVESTIGATIVE EFFORT, I DO NOT FIND EVIDENCE OR PROBABLE CAUSE TO SUPPORT ANY CRIMINAL ALLEGATIONS. THIS CASE REMAINS A NON-CRIMINAL INFORMATIONAL REPORT.
DETECTIVE RYAN W. MILLER #7704
02/27/14 @ 1423 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/28/2014/MDR/#6405

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1

CASE NO. 14029489 SUPPLEMENT 13 O F F E N S E R E P O R T CASE NO. 14029489

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES

SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/13/15 THURSDAY

ZONE: BR GRID: DEPUTY I.D.: 6685 NAME: PANZER, A. ASSIST: TIME D 1020 A 1020 C 1021

OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS

EXCEPTION TYPE:

INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700

CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0

LOCATION: OTHER

NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 12/14/14, DETECTIVE MILLER AND I MET WITH ELIOT AND CANDICE BERNSTEIN AT THE DISTRICT 7 SUBSTATION. THIS MEETING WAS REQUESTED BY THE BERNSTEIN'S AS THEY FELT THEY HAD UNCOVERED ADDITIONAL INFORMATION REGARDING THEIR ORIGINAL ALLEGATION. I WAS ASKED TO ATTEND AS DETECTIVE MILLER WAS TO BE PROMOTED TO SERGEANT IN THE VERY NEAR FUTURE AND I WOULD LIKELY BE THE PERSON ASSUMING THIS INVESTIGATION SHOULD NEW INFORMATION BECOME AVAILABLE. DETECTIVE MILLER ADVISED HIS ORIGINAL INVESTIGATION INTO THE ALLEGATIONS REMAINED A NON-CRIMINAL INFORMATION REPORT BASED UPON THE TOTALITY OF THE INVESTIGATIVE EFFORT AND THE FACT PROBABLE CAUSE COULD NOT BE ESTABLISHED TO SUPPORT ANY CRIMINAL ALLEGATIONS. DETECTIVE MILLER ADVISED ONLY NEW INFORMATION WOULD BE CONSIDERED FOR INVESTIGATION.

DURING THE MEETING ON 12/14/14, BERNSTEIN SPOKE OF ISSUES WITH HIS CHILDREN'S TRUSTS DOCUMENTS AND ALLEGED CERTAIN SIGNATURES WERE INVALID AND POSSIBLY FORGED BASED ON HIS INFORMATION AND BELIEF. DETECTIVE MILLER REQUESTED BERNSTEIN PREPARE A BRIEF MEMO REGARDING THE ALLEGATION AND SUBMIT COPIES OF THE CONTESTED DOCUMENTS VIA EMAIL. ON 01/08/15, I RECEIVED AN EMAIL FROM BERNSTEIN CONSISTING OF A 118 PAGE PDF ATTACHMENT. BERNSTEIN REFERENCED THE FOLLOWING PBSO CASE NUMBERS:

- 13-097087 - MORAN FORGERY & FRAUDULENT NOTARIZATION
- 13-159967 - JEWELRY THEFT
- 14-029489 - TESCHER & SPALLINA ET AL. SUPPLEMENTAL
- 12-121312 - ALLEGED MURDER OF SIMON BERNSTEIN

IN THE OPENING PARAGRAPH OF THE LETTER, BERNSTEIN WROTE: "PER OUR MEETING OF DECEMBER 12, 2014 REGARDING THE TRUSTS OF MY THREE MINOR CHILDREN, JOSHUA,

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CASE NO. 14029489 SUPPLEMENT 13 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

JACOB AND DANIEL BERNSTEIN, I HAVE PREPARED THE REQUESTED STATEMENT OF FACTS AND ATTACHED THE REQUESTED DOCUMENTS TO SUPPORT OUR CLAIMS REGARDING THE FORGED AND FRAUDULENT STANFORD TRUST COMPANY AND OPPENHEIMER TRUST COMPANY OF NEW JERSEY TRUST DOCUMENTS. THE ALLEGATIONS ARE NOT SIMPLY THAT THE DOCUMENTS ARE FORGED AND FRAUDULENT BUT THAT IT AGAIN IS PART OF A LARGER FRAUD ON THE BENEFICIARIES OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN TO STEAL MILLIONS OF DOLLARS FROM THE TRUE AND PROPER BENEFICIARIES. THESE TRUST DOCUMENTS WERE USED TO SEIZE DOMINION AND CONTROL OF THE THREE MINOR CHILDREN'S TRUSTS. THEN THE MONIES WERE IMPROPERLY AND ILLEGALLY CONVERTED BY IMPROPER PARTIES ACTING AS FIDUCIARIES TO IMPROPER PARTIES. THIS ARTIFICE TO DEFRAUD WAS USED TO FURTHER HIDE MILLIONS OF DOLLARS THAT WERE TO FLOW INTO THESE AND OTHER TRUSTS CREATED SPECIFICALLY FOR OUR FAMILY AND CONVERT THOSE MONIES TO IMPROPER PARTIES AS WELL."

AS I BRIEFLY REVIEWED THE DOCUMENT, I FOUND IT CONTAINED NOT ONLY THE INFORMATION BERNSTEIN RELATED HE HAD FOUND IN THE MEETING OF 12/14/14, BUT ALSO INFORMATION REGARDING MANY OF THE ALREADY INVESTIGATED ISSUES. ON 01/09/15, I SPOKE WITH BERNSTEIN AT LENGTH REGARDING THE EMAIL HE HAD SENT. I ENSURED HE UNDERSTOOD THAT I WAS NOT REDOING DETECTIVE MILLER'S INVESTIGATION, RATHER I WOULD BE LOOKING INTO THE NEW INFORMATION HE RELATED DURING OUR DECEMBER MEETING AND THAT WHICH WAS CONTAINED IN HIS EMAIL. I ADVISED I WOULD NEED SOME TIME TO REVIEW THE CASE IN ITS ENTIRETY AS THE INFORMATION HE JUST PROVIDED DOES REFER BACK IN PARTS TO WHAT DETECTIVE MILLER HAS ALREADY DONE AND I WILL NEED TO FAMILIARIZE MYSELF WITH THE HISTORICAL DATA OF THE CASE. I ENSURED HE HAD ALL OF MY CONTACT INFORMATION AND ADVISED HIM I WOULD CONTACT HIM AS SOON AS I HAD COMPLETED MY REVIEW AND/OR IF I HAD ADDITIONAL QUESTIONS. I ALSO REQUESTED THAT WHEN HE SENDS ME EMAILS REGARDING THIS CASE, THAT HE LIMIT THE PEOPLE COPIED ON THE EMAIL TO SUBJECTS THAT HAVE A DIRECT LINK TO THIS INVESTIGATION. SUBSEQUENT TO MY TWO (2) PHONE CALLS WITH BERNSTEIN, I CONFERRED WITH DETECTIVE MILLER AND HE CONFIRMED THAT THE AGREED SCOPE OF THE REVIEW WAS THE NEW INFORMATION BERNSTEIN STATED HE WOULD PROVIDE IN OUR DECEMBER MEETING. A REVIEW OF THE RECORDS CONTINUES.

THIS CASE IS NOW OPEN AND UNDER INVESTIGATION.
DETECTIVE ANDREW PANZER #6685
01/13/15
TRANS. VIA EMAIL/COPY/PASTE: 02/02/2015/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 14 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 03/20/15 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 6685 NAME: PANZER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

UPON COMPLETING MY REVIEW OF THE DOCUMENTATION BERNSTEIN SUBMITTED IN HIS EMAIL OF 01/08/15, IT WAS DETERMINED THE NEW INFORMATION HE BROUGHT FORTH WAS IN REGARD TO THE DOCUMENTS RELATING TO THE TRUSTS OF HIS 3 MINOR CHILDREN, JOSHUA, JACOB, AND DANIEL BERNSTEIN. IN ITEM 52 OF THE STATEMENT OF FACTS BERNSTEIN WROTE:

"THAT IMMEDIATELY AFTER THE INITIAL COURT HEARING ON OCTOBER 20, 2014 ELIOT, CANDICE AND WILLIAM STANSBURY CONTACTED AND THEN MET WITH TRACI KRATISH, ESQ. WHEREBY TRACI STATED;

- A. SHE HAD NEVER SEEN THE TRUST DOCUMENTS EXHIBITED HEREIN BEFORE NAMING HER AS THE INITIAL TRUSTEE,
- B. THAT SHE DID NOT WORK FOR THE BERNSTEIN FAMILY AT THE TIME THE TRUST DOCUMENT IS ALLEGEDLY SIGNED BY HER AS TRUSTEE,
- C. THAT SHE WAS NOT THE ORIGINAL TRUSTEE IN THE DOCUMENT AND WAS ONLY ASKED TO BE A TRUSTEE WHEN THE STANFORD TRUST COMPANY WAS SEIZED AND ONLY FOR A FEW DAYS, DUE TO THE SIR ALLEN STANFORD PONZI SCHEME AND NEED TO TRANSFER FUNDS.
- D. TRACI CLAIMS TO HAVE SIGNED AN ACCEPTANCE LETTER AT THAT TIME WHICH IS MISSING FROM THE DOCUMENT PRODUCTION OF TESCHER AND SPALLINA AND THEN SHORTLY THEREAFTER SIGNED A RESIGNATION TRANSFERRING TRUSTEESHIP TO OPPENHEIMER.
- E. THAT SHE NEVER SIGNED THE TRUST DOCUMENTS AS ALLEGED IN THE DOCUMENTS AND THAT THE APPEARED FORGED AND FRAUDULENT.

UPON EXAMINING THE SIGNATURE AREAS OF THE TRUST AGREEMENTS DATED SEPTEMBER 07, 2006 PROVIDED BY BERNSTEIN, I NOTED THE TRUSTEE SECTION LISTS

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 14029489 SUPPLEMENT 14 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

TRACI KRATISH, PA AS TRUSTEE. BELOW THIS IS A SIGNATURE, FOLLOWED BY FOR TRACI KRATISH, PA. ON 01/31/15, I SEARCHED TRACI KRATISH, PA THROUGH THE FLORIDA DIVISION OF CORPORATION SUNBIZ WEBSITE AND DISCOVERED THE CORPORATION HAD BEEN DISSOLVED PER THE APPROVAL OF ITS SHAREHOLDERS ON 12/31/13. I WAS ABLE TO LOCATE A POSSIBLE PHONE NUMBER FOR THE ADDRESS LISTED IN THE CORPORATE PAPERWORK AND SUBSEQUENTLY MADE CONTACT WITH KRATISH. IN SPEAKING WITH KRATISH, SHE ADVISED SHE WAS CURRENTLY WORKING FOR ERNST & YOUNG IN BOCA RATON. I EXPLAINED MY INVOLVEMENT WITH BERNSTEIN IN REGARD TO HIS ALLEGATIONS AND ASKED IF SHE WOULD BE WILLING TO MEET WITH ME. KRATISH AGREED AND A MEETING WAS ARRANGED FOR 02/03/15 AT HER OFFICE IN BOCA RATON. ON 02/02/15, I RECEIVED A PHONE MESSAGE FROM KRATISH REQUESTING THE MEETING BE RESCHEDULED. I MADE CONTACT WITH KRATISH AND THE MEETING WAS RESCHEDULED FOR 02/05/15 AT 10 AM, BUT THIS MEETING HAD TO BE CANCELLED AS WELL DUE TO A PRIOR COMMITMENT ON MY PART THAT HAD ALREADY BEEN SCHEDULED.

ON 03/06/15, I MADE CONTACT WITH KRATISH BY PHONE AND ATTEMPTED TO SCHEDULE AN INTERVIEW. KRATISH REQUESTED THE MEETING BE SCHEDULED AFTER 04/15/15, AS THIS WAS A VERY BUSY TIME FOR HER AS SHE WAS ALSO A CERTIFIED PUBLIC ACCOUNTANT. I TOLD HER I WOULD CONTACT HER AFTER TAX SEASON BUT ASKED HER TO CONTACT ME IN THE EVENT AN OPENING IN HER SCHEDULE PRESENTED ITSELF PRIOR TO THEN.

ON 03/20/15, I SPOKE AT LENGTH WITH BERNSTEIN AND ADVISED HIM OF MY ATTEMPT TO MEET WITH KRATISH AND WHEN THE MEETING MIGHT TAKE PLACE. I ASKED IF THE DATE ON THE TRUST AGREEMENTS, WHICH HE PROVIDED AS EXHIBITS WERE THE ACTUAL DATES OF WHEN THE FORGERY MAY HAVE OCCURRED AND BERNSTEIN STATED HE DIDN'T KNOW WHEN THESE DOCUMENTS WERE SIGNED OR IF THEY WERE EVEN ACTUAL LEGAL DOCUMENTS. BERNSTEIN HAD SOME QUESTIONS AS TO ISSUES WHICH AROSE DURING THE TIME THIS CASE WAS ASSIGNED TO DETECTIVE MILLER AND I TOLD HIM I WOULD ATTEMPT TO FIND OUT THE ANSWERS TO HIS QUESTIONS. IT SHOULD BE NOTED, BERNSTEIN IS INVOLVED IN A NUMBER OF CIVIL LITIGATIONS IN MULTIPLE JURISDICTIONS AND SOME THAT STEM FROM ISSUES HE BELIEVES ARE RELATED TO THIS CASE. AS HE BEGAN TO SPEAK OF SOME OF THESE, I LISTENED TO WHAT HE HAD TO SAY BUT ENSURED HE UNDERSTOOD THE PURPOSE OF MY CALL WAS TO UPDATE HIM ON THE PROGRESS OF THE ATTEMPT TO INTERVIEW KRATISH. BERNSTEIN ADVISED ME HE HAD A SIGNIFICANT AMOUNT OF DOCUMENTS YET TO PROVIDE ME. I ADVISED BERNSTEIN I WOULD CONTACT HIM ONCE I HAD INTERVIEWED KRATISH.

THIS CASE REMAINS OPEN PENDING THE INTERVIEW OF KRATISH.

DETECTIVE ANDREW PANZER #6685

03/20/15

TRANS. VIA EMAIL/COPY/PASTE: 03/23/2015/MDR/#6405

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CASE NO. 14029489 SUPPLEMENT 15 O F F E N S E R E P O R T CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:

ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 05/12/15 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 6685 NAME: PANZER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 05/06/15, I MADE CONTACT WITH TRACI KRATISH BY PHONE AND ATTEMPTED TO
SCHEDULE AN INTERVIEW WITH HER REGARDING THE ALLEGED FORGED TRUST DOCUMENTS.
IT WAS AGREED THE INTERVIEW WOULD TAKE PLACE AT THE PALM BEACH COUNTY
SHERIFF'S OFFICE FINANCIAL CRIMES UNIT ON THURSDAY, 05/21/15 AT 1:00 PM. THIS
CASE REMAINS OPEN PENDING THE RESULTS OF THE INTERVIEW WITH KRATISH.
DETECTIVE ANDREW PANZER #6685
05/12/15
TRANS. VIA EMAIL/COPY/PASTE: 05/18/2015/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
 CASE NO. 14029489 SUPPLEMENT 16 OFFENSE REPORT CASE NO. 14029489
 DISPOSITION: ZULU
 DIVISION: DETECTIVE

911:
 ECONOMIC CRIMES * * *
 SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 06/30/15 THURSDAY
 ZONE: BR GRID: DEPUTY I.D.: 6685 NAME: PANZER ASSIST: TIME D 1020 A 1020 C 1021
 OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
 EXCEPTION TYPE:
 INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
 CITY: BOCA RATON STATE: FL ZIP: 33431
 NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: OTHER
 NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON 05/21/15, I RESPONDED TO 250 S. AUSTRALIAN AVENUE - #1402, WEST PALM BEACH, FL AND MET WITH TRACI KRATISH IN THE OFFICE OF HER ATTORNEY JAMES CUNHA. I HAD BROUGHT WITH ME COPIES OF THE DOCUMENTS BERNSTEIN HAD PROVIDED AS ATTACHMENTS IN HIS 01/18/15 LETTER TO ME. IN SPEAKING WITH KRATISH SHE ADVISED ME SHE BEGAN HER EMPLOYMENT WITH SIMON BERNSTEIN ON 09/10/06 AS THE GENERAL COUNSEL AND CHIEF COMPLIANCE OFFICER FOR HIS FIRM LIC HOLDINGS INC. KRATISH STATED SHE WAS EMPLOYED UNTIL FEBRUARY 2010 AND HER LAST PAYCHECK WAS FOR PAY DATE ENDING 02/18/10. KRATISH PROVIDED ME A CHART DETAILING THAT LIC HOLDINGS INC. (FL S CORP) WAS THE PARENT COMPANY OF THE FOLLOWING ENTITIES; ARBITRAGE INTERNATIONAL MANAGEMENT LLC F/K/A ARBITRAGE INTERNATIONAL HOLDINGS LLC (FL), CAMBRIDGE FINANCING COMPANY (FL) AND ITS SUBSIDIARY CFC OF DELAWARE LLC (DE), CAMBRIDGE PREMIUM COMPANY, INC. (NY), ARBITRAGE INTERNATIONAL MARKETING, INC. D/B/A LIFE INSURANCE CONCEPTS (FL S CORP) AND NATIONAL SERVICE ASSOCIATION, INC. (FL). SIMON AND TED BERNSTEIN WERE THE MAJORITY SHAREHOLDERS AND WILLIAM STANSBURY WAS AN ADDITIONAL SHAREHOLDER.

I ASKED KRATISH WHEN SHE FIRST MET ELIOT BERNSTEIN. SHE STATED IT WAS IN OCTOBER OF 2014 AND SHE WAS INTRODUCED TO HIM BY WILLIAM STANSBURY, WHO WAS INVOLVED IN SOME LITIGATION REGARDING THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN. THE MEETING WAS HELD AT THE BOCA MARRIOTT. IT SHOULD BE NOTED THAT BERNSTEIN SAID THIS MEETING WITH KRATISH OCCURRED IMMEDIATELY AFTER A HEARING BEFORE JUDGE COLIN ON 10/02/14, IN WHICH THE TRUST AGREEMENTS WERE FRAUDULENTLY TENDERED TO THE COURT, BY LESSNE WHO IS AN ATTORNEY REPRESENTING OPPENHEIMER.

I SHOWED KRATISH THE DOCUMENTS BERNSTEIN SENT ME IN REGARD TO HIS

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 CASE NO. 14029489 SUPPLEMENT 16 OFFENSE REPORT CASE NO. 14029489
 DISPOSITION: ZULU

ALLEGATION. KRATISH ACKNOWLEDGED SHE WAS THE TRUSTEE AT SOME POINT FOR THE TRUSTS OF BERNSTEIN'S MINOR CHILDREN. SHE ADDED THAT SHE DIDN'T REMEMBER BEING INVOLVED PRE-STAMFORD BUT DOES RECALL BEING INVOLVED IN THE TRANSFER TO OPPENHEIMER. KRATISH LOOKED AT THE SIGNATURES ON THE DOCUMENTS AND STATED THEY APPEARED TO BE HER SIGNATURE ALTHOUGH SHE DOESN'T HAVE INDEPENDENT RECOLLECTION OF SIGNING THE SPECIFIC DOCUMENTS. KRATISH SAID SHE SIGNED MANY DOCUMENTS IN HER ROLE AS GENERAL COUNSEL AND CHIEF COMPLIANCE OFFICER FOR SIMON BERNSTEIN'S BUSINESS CONCERNS. IT SHOULD BE NOTED UPON CHECKING THE DRIVER AND INFORMATION DATABASE (DAVID) SIGNATURE ARRAY FOR KRATISH, THE SIGNATURES SHE USED ON HER DRIVER LICENSES APPEARED TO MATCH THOSE ON THE DOCUMENTS BERNSTEIN PROVIDED IN HIS ATTACHMENTS. KRATISH ALSO RECOGNIZED THE NAME OF ONE OF THE WITNESSES, JOCELYN JOHNSON AS BEING AN EMPLOYEE OF SIMON BERNSTEIN. IT SHOULD BE NOTED THESE TRUST DOCUMENTS WERE EXECUTED ON 09/07/06, SHORTLY AFTER KRATISH STARTED HER EMPLOYMENT. IT SHOULD ALSO BE NOTED BERNSTEIN PROVIDED A DOCUMENT WHICH INDICATED KRATISH RESIGNED AS TRUSTEE ON 09/12/07.

I EXPLAINED TO KRATISH AND CUNHA THAT BERNSTEIN FELT THAT MANY OF THE DOCUMENTS PRESENTED IN COURT WERE FRAUDULENT AND/OR FORGED. I BROUGHT UP THE FACT KRATISH WAS REFERRED TO AS A MALE IN PARTS OF THE TRUST DOCUMENTS AND ONE OF THE TRUSTS LISTED A SEPARATE INDIVIDUAL AS TRUSTEE. ATTORNEY CUNHA SPOKE TO THE FACT THESE COULD BE SIMPLE MISTAKES (SCRIBNER'S ERROR) AND SHOULD NOT HAVE AN ADVERSE EFFECT ON THE DOCUMENT.

WHEN I BROUGHT UP BERNSTEIN'S CONTENTION THAT IN ADDITION TO THE SIGNATURES BEING FORGED, THERE WAS ANOTHER ISSUE AS EACH PAGE LACKED THE INITIALS OF THE MINOR CHILD WHO WAS THE GRANTEE, CUNHA EXPLAINED THIS INITIAL SECTION IS NOT FOR THE RECIPIENT OF THE TRUST, RATHER IT IS FOR THE GRANTOR. KRATISH ADVISED ME THAT EARLIER THAT MORNING, SHE HAD RECEIVED AN EMAIL FROM WILLIAM STANSBURY WITH THE SUBJECT LINE; ORIGINAL SIGNED "OPPENHEIMER" TRUSTS. SEE BELOW:

 FROM: WILLIAM STANSBURY
 DATE: MAY 21, 2015 AT 9:07:50 AM EDT
 TO: "TRACI@KRATISH.COM"
 SUBJECT: ORIGINAL SIGNED "OPPENHEIMER" TRUSTS

 FROM: ALAN ROSE [MAILTO:AROSE@MRACHEK-LAW.COM]
 SENT: WEDNESDAY, MAY 20, 2015 2:14 PM
 TO: LESSNE, STEVEN; ELIOT IVAN BERNSTEIN; ELIOT IVAN BERNSTEIN
 CC: TED BERNSTEIN; O'CONNELL, BRIAN M.; FOGLIETTA, JOY A

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SUBJECT: ORIGINAL SIGNED "OPPENHEIMER" TRUSTS
MR. LESSNE AND MR. ELIOT BERNSTEIN:

I AM WRITING TO ADVISE THAT WE LOCATED SOME FILES IN DRAWERS IN SIMON'S PRIVATE OFFICE IN HIS HOME AT LIONS HEAD, AS WE WERE TRYING TO ASSESS THE COMPLEXITY OF THINGS THAT MUST HAPPEN BETWEEN NOW AND THE CLOSING OF LIONS HEAD. MY PRIMARY REASON WAS TO VISUALLY INSPECT THE THREE CHANDELIERS THAT HAVE BEEN THE SUBJECT OF PR EMAILS IN THE PAST FEW DAYS.

IN ANY EVENT, AND ALTHOUGH THESE FILES LIKELY WERE EXAMINED AND DISCOUNTED AS UNIMPORTANT BY THE PRS AFTER SIMON'S DEATH AND LIKELY MEANT NOTHING IF AND WHEN THEY WERE CATALOGED OR VIEWED DURING THE O'CONNELL AS PR RE-APPRAISAL/RE-INSPECTION, I NOTICED A FOLDER MARKED AS THE JAKE BERNSTEIN TRUST. LOOKING MORE CLOSELY, THERE WERE THREE GREEN FOLDERS LABELED WITH ELIOT'S CHILDRENS NAMES AND INSIDE ARE WHAT APPEAR TO THE ORIGINAL SIGNED IRREVOCABLE TRUST AGREEMENTS FOR THE TRUSTS WHICH OPPENHEIMER FORMAL SERVED. THESE MAY BE RELEVANT OR IMPORTANT TO THE ONGOING OPPENHEIMER CASE, SO I BRING THEM TO YOUR ATTENTION. THERE ARE ALSO WHAT APPEAR TO BE SOME TAX RETURNS AND STANFORD ACCOUNT STATEMENTS. SIMPLY BECAUSE I HAVE ATTENDED SOME OF THE OPPENHEIMER HEARINGS, I UNDERSTAND THAT ELIOT CLAIMS AT LEAST ONE OF THE TRUST DOES NOT EXIST. AS AN OFFICER OF THE COURT, AND BECAUSE THEY MAY BE RELEVANT, I HAVE TAKEN TEMPORARY CUSTODY OF THE DOCUMENTS. I WILL HOLD THEM PENDING JOINT INSTRUCTIONS OR A COURT ORDER, BUT WOULD PREFER TO DELIVER THEM TO STEVE LESSNE AS OPPENHEIMER'S COUNSEL. THESE HAVE NO ECONOMIC VALUE AND HAVE NO BEARING ON THE ESTATE, SO I DOUBT BRIAN O'CONNELL WOULD WANT THEM, BUT I DID NOT WANT TO SEE THEM LOST OR DISCARDED IN THE IMPENDING MOVE. TO FACILITATE YOUR REVIEW, I HAVE SCANNED THE FIRST AND LAST PAGE OF EACH TRUST, AND SCANNED THE FIRST PAGE OF THE ANCILLARY DOCUMENTS, AND ATTACH THAT IN .PDF FORMAT.

I AM SURE THAT PEOPLE HAVE LOOKED THROUGH THESE FILES BEFORE, AND THERE DID NOT APPEAR TO BE ANYTHING OF SIGNIFICANCE. (I DID NOTICE A FEW FOLDERS WITH THE OTHER GRANDCHILDRENS NAMES, NOT ELIOT'S KIDS, BUT LEFT THOSE PAPERS IN PLACE BECAUSE I UNDERSTAND THAT EVERYONE BUT ELIOT HAS FULLY COOPERATED WITH OPPENHEIMER IN RESOLVING THESE MATTERS.)

I ALSO HAVE HAD OCCASION TO RE-LOOK THROUGH A SMALL BOX OF TRUST DOCUMENTS WHICH I HAVE BEEN HOLDING, WHICH CAME FROM SIMON'S FORMER WORK OFFICE. INSIDE FILE FOLDER IN A DESK DRAWER, SIMON RETAINED DUPLICATE ORIGINALS OF THE TRUST AGREEMENTS RELEVANT TO MY CASES. WHEN I WAS LOOKING TO REEXAMINE THESE DOCUMENTS - DUPLICATE ORIGINALS OF THE 2008 TRUSTS AND THE 2012 TRUST (THE TRUE ORIGINALS REMAIN WITH TESCHER & SPALLINA WHO DRAFTED THE) - I NOTICED A COPY OF THE THREE SEPARATE IRREVOCABLE TRUST DOCUMENTS. AGAIN, THESE WOULD NOT HAVE CAUGHT MY EYE ORIGINALLY BECAUSE I NEVER WOULD HAVE GUESSED THAT ELIOT WOULD CLAIM THE TRUSTS WERE NOT VALID. I ONLY RECENTLY HAD OCCASION TO NOTICE THESE IN LOOKING FOR THE DUPLICATE TRUST ORIGINALS FOR SIMON AND

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SHIRLEY. THE THREE IRREVOCABLE TRUSTS APPEAR TO BE SIGNED AND WITNESSED ON PAGE 17, BUT THE INDIVIDUAL PAGES ARE INITIALED. AGAIN, THESE WERE ONLY COPIES, BUT NOW HAVING LOOKED AT THE ORIGINALS INCLUDED IN THE ATTACHED SCAN, I NOTE (ALTHOUGH NOT A HANDWRITING EXPERT) THAT THE ATTACHED COPIES APPEAR TO BE ABSOLUTELY IDENTICAL TO THE ORIGINALS JUST FOUND IN SIMON'S PERSONAL OFFICE.

THESE COPIES INCLUDE IRS FORMS UNDER WHICH TRACI KRATISH PA, AS TRUSTEE APPEAR TO HAVE APPLIED FOR AND OBTAINED A TAXPAYER ID NUMBER FOR EACH TRUST, AND OBVIOUSLY SHE PROVIDED THESE TO SIMON. EACH OF THE TRUST DOCUMENTS IS SIGNED BY SIMON BERNSTEIN, AS SETTLOR, AND BY TRACI KRATISH PA AS THE INITIAL TRUSTEE, AND THE SIGNATURES ARE WITNESSED BY TWO PEOPLE. SIMON'S IS WITNESSED BY JOCELYN JOHNSON AND SOMEONE ELSE. I AM ADVISED THAT JOCELYN WAS AN EMPLOYEE OF SIMON'S, AS PRESUMABLY WAS THE SECOND WITNESS AND ALSO THE INITIAL TRUSTEE, TRACI KRATISH, WHO WAS IN HOUSE COUNSEL FOR THE COMPANIES SIMON OWNED PART OF.

ALTHOUGH THIS WAS LONG BEFORE ANY INVOLVEMENT ON MY PART, TRACI KRATISH APPEARS TO HAVE BEEN THE INITIAL TRUSTEE (THERE IS A TYPO SOMEWHERE NAMING STEVEN GREENWALD.) I DO NOT KNOW STEVEN GREENWALD, BUT I HAVE CONFIRMED THAT THESE TRUSTS WERE NOT CREATED BY TESCHER & SPALLINA. IF THEY HAD BEEN, I'M SURE THEY WOULD HAVE RETAINED THE ORIGINAL AND GIVEN SIMON DUPLICATE ORIGINALS AS THEY DID FOR ALL OF THE TRUST DOCUMENTS FOR THE 2008 AND 2012 TRUST THEY PREPARED. I DO NOT KNOW IF GREENWALD PREPARED THESE AND MADE A TYPO LEAVING HIS NAME ON A LATER SECTION, OR IF KRATISH PREPARED THESE FROM A BOILERPLATE GREENWALD FORM AND MADE THE TYPO. EITHER WAY, AND IT DOES NOT MATTER TO ME, THE FACT THAT THIS WAS A SIMPLE AND ORDINARY TYPO SHOULD BE OBVIOUS TO ALL.

EVENTUALLY, TRACI KRATISH LEFT THE EMPLOY AS THE IN-HOUSE COUNSEL FOR THE COMPANIES. SOMETIME BEFORE OR AT THAT TIME OF HER LEAVING, SHE RESIGNED AND APPOINTED SOMEONE ELSE, AND EVENTUALLY THESE TRUST ACCOUNTS ALONG WITH SIMILAR TRUSTS FOR SIMON'S OTHER SEVEN GRANDCHILDREN AND MUCH OF SIMON'S PERSONAL WEALTH, WERE MOVED TO STANFORD. AFTER STANFORD'S COLLAPSE AMID WORD THAT IT WAS A PONZI SCHEME - SIMON LOST UPWARDS OF \$2 MILLION OF HIS OWN FUNDS IN THE PONZI SCHEME - SIMON DIRECTED THE TRANSFER OF THE HIS AND TRUST ACCOUNTS TO OPPENHEIMER. SIMON SELECTED OPPENHEIMER; PAID TESCHER'S FIRM TO DO THE NECESSARY DOCUMENTS TO APPOINT OPPENHEIMER AS SUCCESSOR TRUSTEE; TOOK THE DOCUMENTS FROM TESCHER AND HAD THEM SIGNED BY ALL CHILDREN, INCLUDING ELIOT AND CANDICE; AND RETURNED DOCUMENTS TO TESCHER FOR FILING. I PRESUME THAT SIMON PAID ALL OF THESE LEGAL FEES, BECAUSE THAT IS THE RIGHT THING TO DO FROM AN ESTATE PLANNING STRATEGY AND AS A FAVOR TO HIS GRANDCHILDREN. I KNOW HAVE SEVEN COPIES OF THE FILED PETITIONS, AND AGAIN WITHOUT BEING A HANDWRITING EXPERT, IT CERTAINLY LOOKS LIKE ELIOT'S AND CANDICE'S SIGNATURE ON THEM, REGARDLESS OF WHETHER THEY HAD EVER MET TESCHER OR SPALLINA BEFORE THEIR

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PARENT'S DEATH.

ELIOT AND CANDICE REAPED THE BENEFITS OF OPPENHEIMER'S SERVICES, AND IN ANY EVENT THERE IS NO REASON TO BELIEVE THAT CANDICE AND ELIOT DID NOT SIGN THESE PETITIONS FOR THE BENEFIT OF THEIR CHILDREN. IF ELIOT NOW SUGGESTS THAT HIS AND HIS WIFE'S SIGNATURES DO NOT APPEAR ON THE JUNE 2010 PETITIONS APPOINTING OPPENHEIMER 2010 ALLEGATION, WHICH IS HIGHLY DOUBTFUL JUST LOOKING AT THE THREE SETS OF SIGNATURES, THAT WOULD MEAN ELIOT IS ACCUSING SIMON OF BEING A FORGER. ELIOT IS ALREADY SUPPORTIVE OF BILL STANSBURY, WHO ACCUSES SIMON OF COMMITTING A FRAUD ON STANSBURY. I WOULD BE SHOCKED BY ANY ACCUSATION THAT SIMON DID NOT OBTAIN FROM ELIOT AND CANDICE THEIR GENUINE SIGNATURES ON THE JUNE 2010 PETITIONS, AND PARTICULARLY SHOCKED THAT ELIOT, WHO RECEIVED SO MUCH OF HIS FATHER'S (AND MOTHER'S) LARGESSE DURING THEIR LIFETIMES, WOULD NOW MALIGN SIMON'S NAME IN SUCH A MANNER.

ANYWAY, I'M NOT SURE IF EITHER OF YOU NEEDS THESE ANY LONGER, BUT IF YOU DO, HERE THEY ARE.

ALAN B. ROSE, ESQ.

AROSE@MRACHEK-LAW.COM
561.355.6991
505 SOUTH FLAGLER DRIVE
SUITE 600
WEST PALM BEACH, FLORIDA 33401
561.655.2250 PHONE

KRATISH FORWARDED ME THE EMAIL SHE HAD RECEIVED ALONG WITH ALL OF THE ATTACHMENTS. I ADVISED HER I WOULD BE ATTEMPTING TO SPEAK WITH ROSE AND VIEW THE ORIGINAL DOCUMENTS HE REFERS TO IN HIS LETTER. I TOLD HER I WOULD CONTACT HER IF I NEEDED ANYTHING FURTHER BUT THAT BASED UPON HER ACKNOWLEDGING THE SIGNATURE ON THE PAPERWORK WAS HERS, IT WAS UNLIKELY THAT WOULD BE NECESSARY.

ON 05/22/15, I ATTEMPTED TO REACH ROSE BY PHONE BUT THE CALL WENT TO VOICEMAIL. I LEFT MY CONTACT INFORMATION AND THE REASON FOR MY CALL AND ASKED THAT HE RETURN MY CALL AT HIS CONVENIENCE. LATER THAT DAY, I RECEIVED A CALL FROM ROSE. ROSE INQUIRED AS TO WHY THIS CASE WAS STILL BEING INVESTIGATED BY PBSO AS IT WAS A CIVIL MATTER. I EXPLAINED TO HIM I RECEIVED A COPY OF THE EMAIL HE HAD SENT TO BERNSTEIN AND STEVEN LESSNE. ROSE DESCRIBED THE CIRCUMSTANCES SURROUNDING THE DISCOVERY OF THE DOCUMENTS AND IT WAS CONSISTENT WITH WHAT WAS IN HIS EMAIL. HE AGAIN STATED THAT AS AN OFFICER OF THE COURT, HE FELT BOUND TO MAINTAIN THOSE DOCUMENTS. HE DID NOT SEEM SURPRISED THAT BERNSTEIN HAD MADE THE ALLEGATION AS HE HAS MADE A NUMBER OF OTHER ALLEGATIONS IN REFERENCE TO THE TRUSTS AND OTHER DOCUMENTS. DURING OUR CONVERSATION, ROSE TOLD ME JUDGE COLIN HAS RECUSED HIMSELF FROM BERNSTEIN'S CASE AND THE CASE WAS CURRENTLY AWAITING REASSIGNMENT.

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DURING OUR CONVERSATION THE TOPIC OF SPALLINA'S ACTIONS CAME UP AND ROSE ADVISED ME HE BELIEVED SPALLINA HAD RELINQUISHED HIS FLORIDA BAR LICENSE BECAUSE OF HIS INVOLVEMENT AND ACTIONS HE TOOK. IN REGARD TO BERNSTEIN'S RICO CASE IN NEW YORK, HE ADVISED ME JUDGE SHEINDLIN HAD DISMISSED THE CASE IN 2008. ROSE OFFERED TO ALLOW ME TO VIEW THE DOCUMENTS HE HAD LOCATED IN SIMON BERNSTEIN'S OFFICE AND IT WAS AGREED THAT I COULD CONTACT HIM AND SET UP A MUTUALLY AGREEABLE DATE AND TIME.

ON 06/09/15, I RESPONDED TO THE LAW OFFICES OF ATTORNEY ALAN ROSE, LOCATED AT 505 SOUTH FLAGLER DRIVE - SUITE 600, WEST PALM BEACH, FL 33401. ROSE PROVIDED ME WITH A SEALED ENVELOPE AND ASKED THAT I SIGN, DATE AND TIME THE BACK OF THE FOLDER UPON BREAKING THE SEAL. I COMPLIED WITH THE REQUEST. I REVIEWED THE DOCUMENTATION IN THE THREE GREEN FOLDERS CONTAINED WITHIN THE SEALED ENVELOPE UPON CLOSE EXAMINATION; THEY APPEARED TO BE ORIGINALS OF THE TRUST AGREEMENTS FOR JOSHUA BERNSTEIN, JACOB BERNSTEIN, AND DANIEL BERNSTEIN IRREVOCABLE TRUSTS. I COMPARED THE SIGNATURES TO THE COPIES I HAD RECEIVED AND THOSE THAT ROSE HAD SENT TO BERNSTEIN AND LESSNE IN HIS EMAIL DATED 05/20/15. THEY WERE THE SAME. ROSE HAD PREPARED COPIES OF THE EXECUTED DOCUMENTS AS WELL AS IRS PAPERWORK IN REGARD TO EACH TRUST SHOWING TRACI KRATISH PA AS THE TRUSTEE. AFTER COMPLETING THE REVIEW OF THE DOCUMENTS, ROSE TOOK POSSESSION OF THEM AND RETURNED THEM TO THE ENVELOPE. THE COPIES OF THE DOCUMENTS PROVIDED BY ROSE DURING THIS EXAMINATION AS WELL AS ANY OTHERS ATTACHED TO THE ORIGINAL EMAIL WILL BE MADE PART OF THE CASE FILE.

ON 06/12/15, I RECEIVED AN EMAIL FROM BERNSTEIN REQUESTING A TIME FOR US TO SPEAK REGARDING SOME OLD ISSUES AND NEW ISSUES IN THE CASE. I ATTEMPTED TO REACH BERNSTEIN THE SAME DAY ON BOTH HIS OFFICE LINE AND HIS CELL NUMBER. ALL ATTEMPTS WERE NEGATIVE.

ON 06/16/15, I SENT BERNSTEIN AN EMAIL LETTING HIM KNOW I HAD ATTEMPTED TO REACH HIM ON BOTH HIS NUMBERS ON 06/12/15 AS WELL AS EARLIER THIS DATE. BERNSTEIN RESPONDED LATER IN THE DAY THANKING ME FOR MY ATTEMPTS TO REACH HIM AND ASKING WHAT TIME WOULD BE GOOD TO SPEAK ON 06/17/15. I ADVISED HIM THAT I WOULD TRY AND CONTACT HIM BETWEEN 0800 AND 0900 HOURS ON 06/17/15. BERNSTEIN REPLIED THAT THIS WOULD BE A GOOD TIME TO SPEAK AND OFFERED TO MOVE THE CALL FORWARD ONE DAY TO 06/18/15, IF THAT WORKED BETTER FOR ME. I EXPLAINED TO BERNSTEIN I WAS IN TRAINING ON 06/18 AND 06/19. BERNSTEIN REPLIED IN PART, "WE CAN START TOMORROW ON SOME THINGS AND PICK UP MORE THE FOLLOWING WEEK."

ON 06/17/15, I MADE CONTACT WITH BERNSTEIN AT APPROXIMATELY 0935 HOURS. I APOLOGIZED FOR NOT BEING ABLE TO CALL BETWEEN 0800 AND 0900. I EXPLAINED I WAS ON MY WAY TO A MEETING AND COULD ONLY SPEAK FOR A FEW MINUTES. BERNSTEIN WAS SPEAKING TO ME ON A SPEAKERPHONE AND SUBSEQUENTLY ADVISED ME THAT HE HAD HIS BUSINESS ADVISOR, KEVIN HALL, LISTENING TO THE CALL. I TOLD BERNSTEIN I WAS NOT COMFORTABLE SPEAKING WITH HIM ABOUT THE SPECIFICS OF HIS ALLEGATIONS

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WITH HIM BEING ON A SPEAKER PHONE IN FRONT OF SOMEONE NOT INVOLVED IN THE CASE. DURING THE COURSE OF THE CALL, BERNSTEIN BROUGHT UP OLD ISSUES THAT WERE NOT PART OF MY INVESTIGATION. I TRIED TO EXPLAIN TO HIM AGAIN THAT I WAS NOT LOOKING INTO THE ALREADY INVESTIGATED ISSUES AND HE BECAME UPSET. WHEN ASKED WHAT NEW CRIMES HE WAS REFERRING TO, BERNSTEIN TOLD ME JUDGE COLIN SHOULD BE INVESTIGATED FOR "FRAUD UPON THE COURT". I EXPLAINED I WAS UNAWARE OF THAT PARTICULAR CHARGE AND ASKED IF HE COULD PROVIDE A STATUTE NUMBER SO I COULD LOOK INTO IT. BERNSTEIN THEN STATED IT WAS AN OBSTRUCTION CHARGE. BERNSTEIN SPOKE OF FRAUDULENT ACTS HE BELIEVED JUDGE COLIN HAD BEEN INVOLVED IN DURING THE TIME BERNSTEIN'S CASE WAS ASSIGNED TO HIS DOCKET.

BERNSTEIN MADE REFERENCE TO THE FACT THAT I WAS NOT DOING MY JOB AND ASKED IF HE NEEDED TO SPEAK WITH CAPTAIN GREGG AGAIN. I TOLD HIM BY DOING SO WOULD BYPASS MY ENTIRE CHAIN OF COMMAND AND I COULDN'T UNDERSTAND WHY HE WOULD FEEL THE NEED TO DO THAT. BERNSTEIN THEN ASKED IF HE SHOULD GO TO INTERNAL AFFAIRS. I EXPLAINED TO HIM THAT I WAS DOING MY JOB AND THE CASE WOULD PROBABLY COME BACK TO ME EVEN AFTER HE SPOKE WITH WHOMEVER HE WAS GOING TO SPEAK TO. DURING THIS CONVERSATION I COULD HEAR HALL IN THE BACKGROUND SPEAKING TO BERNSTEIN AS IF HE WAS GIVING HIM THINGS TO SAY OR RESPONDING TO THINGS I HAD SAID. IT WAS VERY DIFFICULT TO CONVERSE WITH BERNSTEIN DURING THIS CALL, AS HE WOULD SPEAK OVER ME AS I WAS TRYING TO ANSWER HIS QUESTION OR EXPLAIN THINGS TO HIM. I DID NOT ADDRESS THE EMAIL THAT HAD BEEN SENT TO HIM FROM ATTORNEY ROSE AND HE DID NOT BRING IT UP EITHER. UPON REACHING MY DESTINATION, I ADVISED BERNSTEIN THAT I WOULD HAVE TO END OUR CALL AND I WOULD ATTEMPT TO REACH HIM LATER IN THE DAY. I ATTEMPTED TO REACH BERNSTEIN ON BOTH HIS OFFICE AND CELL NUMBERS LATER IN THE AFTERNOON. BOTH ATTEMPTS WERE MET WITH NEGATIVE RESULTS.

ON 06/23/15, I RECEIVED AN EMAIL FROM BERNSTEIN INQUIRING IF I WOULD HAVE TIME TO SPEAK WITH HIM ON THE 23RD OR 24TH. I REPLIED TO THE EMAIL AND IT WAS AGREED WE WOULD SPEAK ON 06/24/15 BETWEEN 0800-1000 HOURS. LATER THAT AFTERNOON, BERNSTEIN NOTIFIED ME BY EMAIL THAT HE WAS GOING TO HAVE TO RESCHEDULE THE MEETING AS HE WOULD NEED TO BE IN MIAMI TESTIFYING AT ANOTHER COURT CORRUPTION HEARING FOR A PROBATE VICTIM. HE INQUIRED AS TO WHETHER THE FOLLOWING DAY AT THE SAME TIME WOULD BE OK. I ADVISED HIM I WOULD NOT KNOW UNTIL LATE IN THE AFTERNOON. I WAS UNABLE TO CALL BERNSTEIN DUE TO BEING CALLED OUT FOR AN IN PROGRESS CASE.

ON 06/25/15, BERNSTEIN SENT ME AN EMAIL REQUESTING A TIME WHEN WE COULD CONTINUE OUR DISCUSSION REGARDING THE NEW CRIMES AND OLD CRIMES THAT WERE DISCUSSED THE PRIOR WEEK. I RESPONDED TO BERNSTEIN IMMEDIATELY ADVISING HIM THAT I WAS DOING A SEARCH WARRANT THAT MORNING AND I WAS UNSURE HOW LONG IT WOULD TAKE. I ADVISED HIM I WOULD GAUGE THE REST OF THE DAY AND GIVE HIM A CALL LATER IN THE AFTERNOON. LATE IN THE AFTERNOON OF 06/25/15, I ATTEMPTED

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CONTACT WITH BERNSTEIN AT HIS OFFICE NUMBER. THE CALL WAS ANSWERED BY HIS WIFE WHO TOLD ME BERNSTEIN WAS NOT THERE. I ASKED IF SHE THOUGHT I COULD REACH HIM ON HIS CELL PHONE AND AFTER A BRIEF HOLD, SHE CAME BACK ON THE LINE AND ADVISED BERNSTEIN WAS NOW PRESENT AND COULD TAKE MY CALL. UPON BERNSTEIN COMING ON THE LINE I REALIZED HE WAS ON A SPEAKERPHONE. I EXPLAINED THAT I COULD NOT HEAR HIM VERY WELL AND ASKED HIM TO TAKE THE SPEAKERPHONE OFF. BERNSTEIN ADVISED HIS BUSINESS ADVISOR, HALL, WAS PRESENT AND WOULD BE MONITORING THE CALL.

DURING THE COURSE OF THIS CONVERSATION, BERNSTEIN AGAIN SPOKE OF A NUMBER OF FRAUDS AGAINST THE COURT HE BELIEVED JUDGE COLIN HAD COMMITTED THAT HE WISHED HIM INVESTIGATED AND PROSECUTED FOR. BERNSTEIN ADVISED ME HE WAS AWARE THAT KRATISH HAD COME TO SEE ME AT MY OFFICE AND I HAD TURNED HER AWAY. I TRIED TO EXPLAIN THIS WAS NOT ACCURATE AND THAT I HAD SPOKEN WITH KRATISH AT HER ATTORNEY'S OFFICE, AND HAD SPOKEN WITH OTHER SUBJECTS AS WELL IN REGARD TO THIS INVESTIGATION. UPON BROACHING THE SUBJECT OF THE RICO CASE IN NY THAT BERNSTEIN HAD MENTIONED ON A NUMBER OF OCCASIONS AND INQUIRING AS TO THE STATUS OF THE CASE, BERNSTEIN BECAME VERY UPSET. BERNSTEIN ACKNOWLEDGED THE CASE WAS DISMISSED IN 2008 BUT STATED HE WAS FILING AN APPEAL AS NEW ALLEGATIONS AND EVIDENCE HAD COME TO LIGHT.

BERNSTEIN ACCUSED ME OF NOT DOING MY JOB AND AS HE SPOKE HE WOULD SAY "AND YOU TOLD ME OR AND YOU DID OR DIDN'T DO THIS". I EXPLAINED TO HIM THAT A NUMBER OF THINGS HE WAS SPEAKING OF HAD NOTHING TO DO WITH ME OR MY PORTION OF THE INVESTIGATION. BERNSTEIN REPLIED THAT WHEN HE SAID "YOU" HE WAS REFERRING TO PBSO IN CERTAIN INSTANCES BUT WASN'T CLEAR WHICH INSTANCES HE WAS REFERRING TO. BERNSTEIN FELT THAT ROBERT SPALLINA SHOULD HAVE BEEN ARRESTED AND COULD NOT UNDERSTAND WHY HE HAD NOT BEEN ARRESTED AS OF YET. I ADVISED BERNSTEIN IT WAS NOT UP TO HIM AS TO WHETHER OR NOT SPALLINA WAS ARRESTED AND ANOTHER DETECTIVE HAD HANDLED THAT PART OF THE INVESTIGATION. AS BERNSTEIN BECAME MORE UPSET WITH THE ANSWERS HE WAS RECEIVING FROM ME, THE ISSUE OF FEDERAL JURISDICTION CAME UP AS BERNSTEIN HAD MADE ALLEGATIONS OF INTERSTATE MAIL AND WIRE FRAUD. I ADVISED HIM HE COULD SEEK ASSISTANCE FROM A FEDERAL AGENCY AND THAT I WOULD WRAP UP MY CASE AND HE COULD MOVE FORWARD FEDERALLY, ALTHOUGH I COULD NOT THINK OF AN AGENCY THAT WOULD TAKE THE CASE. BERNSTEIN STATED HE DID NOT WISH TO DISCUSS THIS CASE WITH ME ANY FURTHER, YET HE CONTINUED TO SPEAK TO ME. AS I TOLD BERNSTEIN I WOULD BE COMPLETING MY REPORT, HE STATED HE DID NOT WANT ME TO DO THAT AS HE WAS GOING TO BE CONTACTING CAPTAIN GREGG AND POSSIBLY INTERNAL AFFAIRS. BERNSTEIN THEN ASKED FOR THE NUMBER TO INTERNAL AFFAIRS AND I PROVIDED HIM INFORMATION AS TO HOW TO REACH THEM THROUGH THE MAIN PBSO NUMBER. BERNSTEIN CONTINUED TO SPEAK TO ME AND SHORTLY THEREAFTER THE CALL WAS CONCLUDED.

ON 06/29/15, I RECEIVED AN EMAIL FROM BERNSTEIN IN REGARD TO THE

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INVESTIGATION. THE EMAIL WAS COPIED TO 13 OTHER RECIPIENTS. THE EMAIL AND ITS ATTACHMENTS AS WELL AS ALL OF THE EMAILS RECEIVED FROM BERNSTEIN DURING MY PORTION OF THIS INVESTIGATION WILL BE TRANSFERRED TO DISK AND PLACED INTO PBSO EVIDENCE.

IT SHOULD BE NOTED THAT BERNSTEIN HAS YET TO DISCLOSE TO ME HE WAS IN RECEIPT OF THE EMAIL OF 05/20/15 FROM ATTORNEY ROSE DESCRIBING THE DISCOVERY OF THE ORIGINAL TRUST DOCUMENTS, WHICH WAS THE BASIS FOR THIS ADDITIONAL INVESTIGATION AND THAT BERNSTEIN ALLEGED WERE FORGED AND/OR DID NOT EXIST. IT IS NOT KNOWN IF HE IS AWARE THAT I HAVE MET WITH ROSE AND VIEWED THE ORIGINAL DOCUMENTS OR THAT KRATISH HAS IDENTIFIED THE SIGNATURES ON THE COPIES OF THE DOCUMENTS SHOWN TO HER AS BEING HER SIGNATURE.

BASED UPON THE TOTALITY OF THE INVESTIGATIVE EFFORT, I DO NOT FIND EVIDENCE OR PROBABLE CAUSE TO SUPPORT ANY CRIMINAL CHARGES. THIS CASE WILL BE CLASSIFIED AS A NON-CRIMINAL INFORMATION REPORT.

DETECTIVE ANDREW PANZER #6685

06/30/15

TRANS. VIA EMAIL/COPY/PASTE: 07/02/2015/MDR/#6405

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DISPOSITION: ZULU
DIVISION: ROAD PATROL

911:
CIVIL MATTER * * *
SIGNAL CODE: 30 CRIME CODE: NON CRIME CODE: CC CODE: 9566 12/23/13 MONDAY
ZONE: C21 GRID: DEPUTY I.D.: 5189 NAME: RAINERI SAM ASSIST: TIME D 1624 A 1632 C 1716
OCCURRED BETWEEN DATE: 01/01/10 , 0900 HOURS AND DATE: 12/23/13 , 1600 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 2753 NW 34 ST APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: 00 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..
NAME LIST:
ROLE:

COMPLAINANT ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE: 561 886-7628
BUSINESS PHONE: 561 254-8588

..
OFFENSE INDICATOR: OFFENSE 1 VICTIM NUMBER: 1
VICTIM TYPE: ADULT
RESIDENCE TYPE: COUNTY RESIDENCE STATUS: FULL YEAR
EXTENT OF INJURY: NONE
INJURY TYPE (1): NOT APPLICABLE
INJURY TYPE (2): NOT APPLICABLE
VICTIM RELATION: UNDETERMINED

ON 12/23/13 THE VICTIM/COMPLAINANT CAME TO THE DISTRICT 7 OFFICE TO FURTHER REPORT A CRIME OF THEFT THAT HAS BEEN OCCURRING FOR A FEW YEARS. THE VICTIM MR. BERNSTEIN STATED THAT HIS FAMILY MEMBERS HAVE TAKEN THOUSANDS OF DOLLARS IN ASSETS, A VEHICLE, JEWELRY, CLOTHING, FURNITURE, AND MANY OTHER ITEMS. THE VICTIM ALSO STATED HE HAS AN ONGOING CASE WITH DET. RYAN MILLER OF THE PALM BEACH COUNTY SHERIFF'S OFFICE, THE CASE NUMBER IS 13-097087. THE VICTIM/COMPLAINANT ALSO GAVE ME A 3 PAGE WRITTEN ,DATED AND SIGNED STATEMENT THAT I WILL FORWARD VIA INTEROFFICE MAIL TO DET. MILLER. HE ALSO ADVISED HE WILL FURTHER CONTACT DET. MILLER REF THIS NEW CASE NUMBER WHICH HE WAS ADVISED TO GET THRU HIS ATTORNEY. IT SEEMS THIS MATTER HAS BEEN IN LITIGATION FOR SOME

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 13159967 OFFENSE REPORT CASE NO. 13159967
DISPOSITION: ZULU

TIME AND WILL CONTINUE TO BE. I WILL ALSO FORWARD TO DET. MILLER THE LIST OF
SUSPECTS WHICH ALSO WAS QUIT LONG, ALL FAMILY MEMBERS. I ADVISED THE VICTIM I
WOULD FORWARD ALL THIS INFO TO DET. RYAN MILLER.
D/S RAINERI 5189. 12/23/13 AT 1735 HRS
TRANS: PAP 7123. 12/27/13

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 13159967 SUPPLEMENT 1 O F F E N S E R E P O R T CASE NO. 13159967
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
CIVIL MATTER * * *
SIGNAL CODE: 30 CRIME CODE: NON CRIME CODE: CC CODE: 9566 01/07/14 MONDAY
ZONE: C21 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1624 A 1632 C 1716
OCCURRED BETWEEN DATE: 01/01/10 , 0900 HOURS AND DATE: 12/23/13 , 1600 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 2753 NW 34 ST APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: 00 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..

I RECEIVED AN INTER-OFFICE PACKET FROM D/S RAINERI REFERENCE THIS CASE.
I HAVE NOT BEEN ASSIGNED THE FOLLOW-UP IN REGARDS TO THIS CASE AND IT HAS NO
BEARING ON 13-097087 WHICH I INVESTIGATED. THE PACKET WAS SENT BACK TO D/S
RAINERI. I ALSO INFORMED BERNSTEIN THAT I WAS NOT ASSIGNED THIS CASE AND HE
WOULD NEED TO FOLLOW UP WITH D/S RAINERI OR DISTRICT 7.
DETECTIVE RYAN W. MILLER #7704
01/07/14 @ 1010 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/08/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: ROAD PATROL

911:
IMPRSNTTE PUB OF
SIGNAL CODE: 53 CRIME CODE: 4 NON CRIME CODE: CODE: 260D 07/15/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7657 NAME: LONGSWORTH BRIA ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

NAME LIST:

ROLE:
COMPLAINANT ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 245-8588
BUSINESS PHONE: 561 886-7628
OTHER ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 511 WT: 175 HR: BLACK EYE: BROWN
RESIDENTIAL ADDRESS: 7387 WISTERIA AV PARKLAND FL 33076 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33484 HOME PHONE:561 988-8984
BUSINESS PHONE: 561 000-0000
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
ARRESTEE KIMBERLY MORAN DOB: 10/24/1972
SEX: F RACE: W HT: 505 WT: 135 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 4855 TECHNOLOGY WY BOCA RATON FL 33431 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

ROLE:

OTHER ROLE NO. 4
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... SIMON PAMELA W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 950 MICHIGAN AV N 2603 CHICAGO IL 60035

PHONE #S HOME OTHER BUSINESS
000 0000 000 0000 (312) 819 7474

ROLE:

OTHER ROLE NO. 5
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... IANTONI JILL W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 2101 MAGNOLIA LA HIGHLAND PARK IL 60035

PHONE #S HOME OTHER BUSINESS
(847) 831 4915 000 0000 (312) 804 2318

ROLE:

OTHER ROLE NO. 6
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... FRIEDSTEIN LISA S W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 2142 CHURCHILL LA HIGHLAND PARK IL 60035

PHONE #S HOME OTHER BUSINESS
(847) 877 4633 000 0000 (312) 000 0000

OFFENSE INDICATOR: OFFENSE 1 VICTIM NUMBER: 1
VICTIM TYPE: UNKNOWN
RESIDENCE TYPE: NOT APPLICABLE RESIDENCE STATUS: NOT APPLICABLE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

EXTENT OF INJURY: NONE
INJURY TYPE (1): NOT APPLICABLE
INJURY TYPE (2): NOT APPLICABLE
VICTIM RELATION: NOT APPLICABLE

ON 071513, I RESPONDED TO THE DISTRICT VII SUBSTATION LOCATED AT 17901 SOUTH STATE ROAD 7, UNINCORPORATED BOCA RATON, FLORIDA IN REFERENCE TO A REPORT OF FRAUD.

UPON ARRIVAL, I MADE CONTACT WITH THE COMPLAINANT INSIDE OF THE DISTRICT VII LOBBY. THE COMPLAINANT VERBALLY IDENTIFIED HIMSELF AS ELLIOT I. BERNSTEIN. ELLIOT STATED THAT SINCE SEPTEMBER OF 2012 THERE HAVE BEEN SEVERAL FRAUDULENT AND FORGED DOCUMENTS THAT HAVE BEEN FILED IN THE SOUTH COUNTY COURTHOUSE LOCATED AT 200 WEST ATLANTIC AVENUE, DELRAY BEACH, FLORIDA. ELLIOT ADVISED THAT THESE FRAUDULENT/FORGED DOCUMENTS WERE FILED WITH THE SOUTH COUNTY COURTHOUSE TO MISAPPROPRIATE ASSETS ILLEGALLY FROM THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN (DECEASED PARENTS). ELLIOT TOLD ME THAT THESE DOCUMENTS WERE PREPARED AND EXECUTED BY ATTORNEYS DONALD TESCHER AND ROBERT SPALLINA OF TESCHER AND SPALLINA AND THAT THESE DOCUMENTS WERE FOR POWER OF ATTORNEY OVER THE TWO (2) ESTATES WHICH WERE VALUED BETWEEN 20 TO 50 MILLION DOLLARS. ACCORDING TO ELLIOT, HIS BROTHER, THEODORE STUART BERNSTEIN, ALSO HAD INVOLVEMENT WITH THE FILING OF THESE FRAUDULENT/FORGED DOCUMENTS.

WHILE SPEAKING TO ELLIOT, HE SHOWED ME SEVERAL COURT DOCUMENTS WHICH HE ALLEGED ARE COPIES OF THE FRAUDULENT/FORGED DOCUMENTS THAT WERE FILED AT THE COURT HOUSE. ELLIOT COMPLETED A SWORN WRITTEN STATEMENT AND I COMPLETED A VICTIM/WITNESS CASE INFORMATION FORM IN WHICH ELLIOT WAS GIVEN ALONG WITH COPIES OF HIS FOUR (4) PAGE SWORN WRITTEN STATEMENT.

DUE TO THE MONETARY AMOUNT AND THE ALLEGATIONS THAT WERE MADE REGARDING THE FILING OF FRAUDULENT/FORGED DOCUMENTS AT THE SOUTH COUNTY COURTHOUSE, THIS CASE WILL BE FORWARDED TO THE PBSO FINANCIAL CRIMES DIVISION.

THIS CASE WAS COMPLETED AT THIS TIME FOR DOCUMENTATION PURPOSES ONLY.
D/S B.E. LONGSWORTH/ID 7657/TRANS:072313/ALS
DICT:071613/2115HRS.

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRSNTS PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 08/14/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS CASE,
I ATTEMPTED TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE ON BOTH 08/13/13
AND 08/14/13. MESSAGES WERE LEFT FOR HIM TO CONTACT ME ON BOTH NUMBERS
PROVIDED IN THE ORIGINAL REPORT. THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
08/14/13 @ 1241 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/15/2013/MDR/#6405

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 13097087 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRSNTS PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 08/20/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS
INCIDENT, I WAS ABLE TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE. ELLIOT
SUPPLIED ME WITH AN E-MAIL WHICH CONTAINED 567 DOCUMENTS WHICH HE STATES ARE
PERTINENT TO THIS CASE. I AM CURRENTLY REVIEWING THE DOCUMENTS AND STATEMENT
HE PROVIDED. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH ELLIOT IN THE
NEAR FUTURE TO GO OVER HIS STATEMENT AND THE DOCUMENTS HE SUPPLIED. THIS CASE
REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704
08/20/13 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/21/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087

DISPOSITION: OPEN
DIVISION: DETECTIVE

911:

IMPRSNT PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/25/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON AUGUST 23, 2013 I MET WITH ELIOT BERNSTEIN REFERENCE HIS COMPLAINT. HE STATED THAT DUE TO SOME DOCUMENTS BEING FRAUDULENTLY NOTARIZED A LARGER FRAUD HAS OCCURRED. HE SUPPLIED ME WITH COPIES OF A DOCUMENT TITLED: WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE: WAIVER OF SERVICE OF PETITION FOR DISCHARGE: AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE, FOR THE ESTATE OF SHIRLEY BERNSTEIN, WHO IS ELIOT'S DECEASED MOTHER.

ELIOT STATED THAT IN THE FIRST PART (BELIEVED TO BE APRIL) OF 2012, HIS FATHER HAD A MEETING WITH HIM AND HIS FOUR SIBLINGS (TED, PAMELA, JILL, & LISA). I HAVE SINCE FOUND OUT THAT THIS WAS A CONFERENCE CALL WHICH TOOK PLACE AT THE OFFICE OF ATTORNEY ROBERT SPALLINA, WHO IS/WAS THE ATTORNEY FOR SIMON AND SHIRLEY BERNSTEIN. IT SHOULD BE NOTED THAT SIMON HAS SINCE PASSED, WHICH OCCURRED ON OR ABOUT SEPTEMBER 13, 2012. AT THIS CONFERENCE CALL, WHICH WAS IN THE FIRST PART OF 2012, SIMON BERNSTEIN REVEALED TO HIS CHILDREN THAT HE WOULD LIKE THEM TO SIGN THE AFOREMENTIONED WAIVER. IT IS BELIEVED THAT THERE WAS ALSO SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT UPON SIMON'S PASSING.

INVESTIGATION REVEALED THAT ALL FIVE CHILDREN AND SIMON SIGNED THE AFOREMENTIONED WAIVER THAT WAS SENT TO THEM BY SPALLINA'S LEGAL ASSISTANT, KIMBERLY MORAN. I SPOKE WITH MORAN ON 09/24/13 AND SHE ADMITTED TO SENDING OUT THE WAIVER AS TOLD TO BY HER BOSS. THE WAIVERS WERE THEN SIGNED AND RETURNED. SIMON'S WAS SIGNED ON 04/09/12 AND ELIOT'S ON MAY 15, 2012. IT WAS FOUND THAT THE OTHER SIBLINGS DID NOT RETURN THEIR DOCUMENT FOR SEVERAL MONTHS. MORAN STATED SHE HAD TO CONDUCT FOLLOW-UP E-MAILS AND PHONE CALLS TO GET THE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

DOCUMENTS RETURNED. THEY WERE FINALLY RETURNED IN AUGUST AND OCTOBER OF 2012.

MORAN STATED SHE FILED THE DOCUMENTS WITH THE COURT IN OCTOBER OF 2012. SHE RECEIVED A MEMORANDUM FOR JUDGE MARTIN COLIN'S CASE MANAGER, ASTRIDE LIMOUZIN, STATING THE DOCUMENTS WERE NOT NOTARIZED AND THEY NEED TO BE. MORAN STATED THAT AT THIS TIME, SHE TOOK IT UPON HERSELF TO TRACE EACH SIGNATURE OF THE SIX MEMBERS OF THE BERNSTEIN FAMILY ONTO ANOTHER COPY OF THE ORIGINAL WAIVER DOCUMENT. SHE THEN NOTARIZED THEM AND RESUBMITTED THEM TO THE COURTS. WHEN I INTERVIEWED HER ON 09/24/13, SHE STATED SHE DID NOT REALLY HAVE A REASON WHY SHE FORGED THE SIGNATURES, OTHER THAN TO MAYBE SAVE TIME.

I SPOKE WITH LISA AND JILL VIA PHONE ON SEPTEMBER 10, 2013. THEY STATED THAT AS FAR AS THEY KNOW, THE FRAUDULENT NOTARIZATION CHANGED NOTHING WITH THE ESTATE SINCE THEY WILLINGLY AND KNOWINGLY SIGNED THE ORIGINAL DOCUMENTS. THEY STATED THAT THEY DO NOT WISH TO PURSUE ANYTHING CRIMINALLY. I SPOKE WITH TED ON 09/24/13. HE ALSO STATED THAT THE MISTAKE DID NOT AFFECT THE ESTATE AND DOES NOT WISH TO PURSUE ANYTHING CRIMINALLY. TO DATE PAMELA HAS NOT RESPONDED TO MY PHONE MESSAGES OR E-MAILS.

D/S MARK BEREY WAS PRESENT DURING MY INTERVIEWS WITH MORAN, TED, AND SPALLINA. WE SPOKE TO MORAN ALONE. THE INTERVIEW WAS RECORDED. SHE ADMITTED TO MAKE A POOR DECISION, BUT STATED SHE DID NOT BENEFIT FINANCIALLY FROM HER ACTIONS. WE ALSO SPOKE WITH SPALLINA ALONE. SPALLINA STATED HE WAS NOT AWARE OF MORAN'S ACTIONS UNTIL SHE TOLD HIM. MORAN STATED SHE WAS MADE AWARE THAT OTHERS HAD CAUGHT ONTO WHAT SHE DID ONCE SHE RECEIVED NOTICE FROM THE GOVERNOR'S OFFICE, NOTARY EDUCATION DIVISION. ELIOT FILED A COMPLAINT ON HER WITH THE STATE. I WAS SUPPLIED WITH A COPY OF THE COMPLAINT AND CORRESPONDENCE BY ELIOT. I ALSO SPOKE WITH ERIN TUPER MAKING HER AWARE OF MY INVESTIGATION. ELIOT SUPPLIED A SWORN WRITTEN STATEMENT TO THE ORIGINAL REPORTING DEPUTY, STATING THAT HE WISHES TO PURSUE CRIMINAL CHARGES. ELIOT ALSO TOLD ME HIMSELF THAT HE WISHES TO PURSUE CHARGES ANY CRIMINAL WRONGDOINGS IN THIS CASE. IN SPEAKING WITH SPALLINA, WE FOUND THAT THE DOCUMENT IN QUESTIONS CHANGES THE INHERITANCE OF PERSONAL PROPERTY IN THE ESTATE OF SHIRLEY BERNSTEIN FROM SIMON AND SHIRLEY'S CHILDREN TO THEIR GRANDCHILDREN.

D/S BEREY AND I ALSO REVIEWED ALL E-MAILS AND ATTACHMENTS (MAINLY COURT DOCUMENTS) SUPPLIED BY ELIOT. WE FOUND THAT MOST OF THE INFORMATION WAS RELATED TO THE ONGOING CIVIL CASE INVOLVING THE TRUSTS AND ESTATES OF SHIRLEY AND SIMON BERNSTEIN. THE ONLY CRIMINAL WRONGDOINGS FOUND ARE THE AFOREMENTIONED FRAUDULENTLY NOTARIZED DOCUMENTS.

IT SHOULD BE NOTED THAT ON 9/25/13 ELIOT'S WIFE, CANDICE BERNSTEIN CALLED ME AND MENTIONED THAT SHE WAS FEELING A CONCERN FOR THE SAFETY OF HER AND ELIOT. SHE STATED IT IS JUST A FEELING SHE HAD DUE TO RISING TENSIONS IN THIS ONGOING COURT BATTLE. I ASKED HER IF ANYONE HAS THREATENED HER OR HER HUSBAND AND SHE SAID NO, JUST PEOPLE INVOLVED KNOW PEOPLE WHO HAVE HIGH INFLUENTIAL

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P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 3
CASE NO. 13097087 SUPPLEMENT 3 O F F E N S E R E P O R T CASE NO. 13097087
DISPOSITION: OPEN

ABILITIES. ELIOT WOULD NOT ELABORATE, BUT DID STATE THAT HE HAS ONGOING FEDERAL COURT BATTLES AND BELIEVES HE IS BEING TARGETED BY PEOPLE DUE TO HIS PATENTS AND INVENTIONS. AT THIS TIME, I HAVE NO EVIDENCE TO SHOW THEY ARE IN ANY HARM'S WAY REGARDING MY INVESTIGATION OR GENERALLY SPEAKING.

BASED ON THE FACTS AND FINDINGS OF THIS INVESTIGATION, I FIND PROBABLE CAUSE FOR THE ARREST OF MORAN FOR CRIMINAL ACTIONS UNDER THE COLOR OF LAW OR THROUGH USE OF SIMULATED LEGAL PROCESS, F.S.S. 843.0855 (3), DUE TO THE FACT THAT SHE DID WILLINGLY AND KNOWINGLY SIMULATE A LEGAL PROCESS OF A LEGAL DOCUMENT REGARDING PERSONAL PROPERTY, KNOWING THAT THE DOCUMENT CONTAINED FRAUDULENT SIGNATURES. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
09/25/13 @ 1433 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/25/2013/MD/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRSNTS PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/27/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

THIS CASE WAS FILED WITH THE PALM BEACH COUNTY STATE ATTORNEY'S OFFICE ON
09/27/13. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
09/27/13 @ 1311 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/30/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 5 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/08/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 10/07/13 I RECEIVED AN E-MAIL FROM THE STATE ATTORNEY'S OFFICE STATING
THEY HAVE REVIEWED THE CASE AND CHARGES WILL BE FILED. ON 10/08/13 I SPOKE
WITH ELIOT AND MADE HIM AWARE OF MY FINDINGS IN THIS CASE. HE ALSO SUPPLIED
ME WITH NEW COURT DOCUMENTS, WHICH WERE FORWARDED TO THE SAO. THIS CASE
REMAINS OPEN.
DETECTIVE RYAN MILLER #7704
10/08/13 @ 1033 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 10/08/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 6 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: CLEARED BY ARREST
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/29/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 1 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 10/25/13 KIMBERLY MORAN TURNED HERSELF IN REFERENCE A CAPIAS ISSUED IN
THIS CASE. THIS CASE IS NOW CLEARED BY ARREST.
DETECTIVE RYAN W. MILLER #7704
10/29/13 @ 1505 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 10/30/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 7 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: CLEARED BY ARREST
DIVISION: DETECTIVE

911:

IMPRSNTS PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 01/07/14 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 1 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 01/07/14 I SPOKE WITH ROBERT SPALLINA HE STATED THAT THE WAIVER SIGNED
DID NOT MAKE ANY CHANGES TO THE INHERITANCE OF PERSONAL PROPERTY. HE STATED
THE ITEMS AND/OR MONEY STILL WENT TO SIMON AND SHIRLEY'S CHILDREN. THE WAIVER
WAS ONLY A RELEASE OF ACCOUNTING FOR SHIRLEY'S ESTATE.
DETECTIVE RYAN W. MILLER #7704
01/07/14 @ 0809 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/07/2014/MDR/#6405

printed by Employee Id #: 8105 on August 31, 2015 01:02:53PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
 CASE NO. 13097087 SUPPLEMENT 8 OFFENSE REPORT CASE NO. 13097087
 DISPOSITION: CLEARED BY ARREST
 DIVISION: DETECTIVE

911:

IMPRSNTNTE PUB OF * * *
 SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 02/11/14 MONDAY
 ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
 OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
 EXCEPTION TYPE:
 INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
 CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: GOVERNMENT / PUBLIC BUILDING
 NO. VICTIMS: 01 NO. ARRESTED: 1 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

FOR CLARIFICATION PURPOSES, REFERENCE SUPPLEMENT NUMBER 3, THE NEXT TO
 LAST PARAGRAPH. I SPOKE WITH CANDICE BERNSTEIN ON THE PHONE, NOT ELIOT. THE
 CONCERN FOR SAFETY WAS MENTIONED BY CANDICE. IN THE PAST, ELIOT HAD TOLD
 ME THAT HE HAD ONGOING FEDERAL COURT BATTLE RELATED TO HIS INVENTIONS AND
 PATENTS. HE HAD IMPLIED IN THE PAST THAT HE WAS TARGETED FOR THOSE BATTLES.
 IT WAS RELAYED TO ME BY CANDICE THAT THINGS WERE GETTING HEATED REFERENCE THE
 MANY PROCEEDINGS ELIOT WAS INVOLVED IN, SO SHE WAS GETTING NERVOUS FOR THE
 FAMILY AS A WHOLE.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
 DETECTIVE RYAN W. MILLER #7704
 02/11/14 @ 1936 HRS.
 TRANS. VIA EMAIL/COPY/PASTE: 02/13/2014/MDR/#6405

 printed by Employee Id #: 8105 on August 31, 2015 01:02:53PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 9 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: CLEARED BY ARREST
DIVISION: DETECTIVE

911:

IMPRSNTS PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 02/13/14 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 1 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 02/13/14 I RECEIVED NOTICE FROM THE PALM BEACH COUNTY STATE ATTORNEY'S
OFFICE THAT MORAN ENTERED THE PRE-TRIAL INTERVENTION PROGRAM FOR A PERIOD OF 1
YEAR.
DETECTIVE RYAN W. MILLER #7704
02/13/14 @ 1225 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/14/3014/MDR/#6405

printed by Employee Id #: 8105 on August 31, 2015 01:02:53PM

**PALM BEACH COUNTY SHERIFF'S OFFICE
CENTRAL RECORDS
FSS EXEMPTIONS/CONFIDENTIAL**

- | | |
|--|---|
| <input type="checkbox"/> 119.071(2)(c) Active criminal intelligence/active criminal investigative Information | <input type="checkbox"/> 119.071(5)(g)1 Biometric Identification Information (Fingerprints, palm prints, and footprints) |
| <input type="checkbox"/> 119.071(2)(e) Confession | <input type="checkbox"/> 119.071(2)(f) Confidential Informants |
| <input type="checkbox"/> 365.171(15) Identity of 911 caller or person requesting emergency service | <input type="checkbox"/> 316.066(5)(a) Crash reports are confidential for period of 60 days after the report is filed |
| <input type="checkbox"/> 119.071(2)(d) Surveillance techniques, procedures, and personnel; inventory of law enforcement resources, policies or plans pertaining to mobilization, deployment or tactical operations | <input type="checkbox"/> 119.071(2)(h)(1) Identity of victim of sexual battery, lewd and lascivious offense upon a person less than 16 years old, child abuse, sexual offense |
| <input type="checkbox"/> 119.071(2)(l) Assets of crime victim | <input type="checkbox"/> 985.04(1) Juvenile offender records |
| <input type="checkbox"/> 119.071(5)(a)(5) Social security numbers held by agency | <input type="checkbox"/> 119.0712(2) Personal information contained in a motor vehicle record |
| <input type="checkbox"/> 119.071(5)(b) Bank account #, debit, charge and credit card numbers held by an agency | <input type="checkbox"/> 119.071(2)(b) Criminal intelligence/investigative information from a non-Florida criminal justice agency |
| <input checked="" type="checkbox"/> 395.3025(7)(a) and/or 456.057(7)(a) Medical information | <input type="checkbox"/> 394.4615(7) Mental health information |
| <input type="checkbox"/> 943.053/943.0525 NCIC/FCIC/FBI and in-state FDLE/DOC | <input checked="" type="checkbox"/> 119.071(4)(c) Undercover personnel |
| <input type="checkbox"/> 119.07(4)(d) Extra fee if request is voluminous or requires extensive personnel, technology | <input type="checkbox"/> 119.071(4)(d)(1) Home address, telephone, soc. security #, date of birth, photos of active/former LE personnel, spouses and children |

Other:

Case No: IR-14-025

Tracking No.: 15-07-1853

Clerk Name/ID: T. Hunt/8105

Date: 09/02/2015

Incident Review IA No: IR14-025 Received: Jan 09, 2014

Flagged incident: Blue

Case No: 13-097087

Involved citizen:

Elliot Bernstein

Linked address(s):

Home Address: 2753 34 St NW Boca Raton FL 33434

Linked phone(s):

Home Phone: (561) 245-8588

Officers involved:

Sergeant LE Ryan W Miller [7704]

Officer current info:

Departments: Law Enforcement

Assignments: 4301-Dist 7-Boca

Complaint Type:

Snapshot - officer information at time of incident:

Badge/ID no: 7704

Departments: Law Enforcement

Assignments: 5070-Special Invest

Complaint Type:

Rank/title: Detective

Age: 35 Years of employment: 9 Years with unit:

Off duty: Off duty employed:

Allegations:

Information Only - Incident Review - IR - No Action Warranted - Feb 04, 2014

Actions taken:

Feb 04, 2014 - Incident Review Days/hrs suspended/assessed:

Officer witnesses:

Deputy Sheriff LE PT Mark H Berey [15527]

Officer current info:

Departments: Law Enforcement

Assignments: 4760-District 6 - West B

Complaint Type:

Summary:

Mr. Elliot Bernstein filed a complaint regarding an investigation completed by Detective Ryan

Miller. At this time, I am waiting for information from Detective Miller regarding this.

Please refer to attached memorandum regarding this matter.

Investigative tasks:

Due dt	Done dt	Type
Feb 23, 2014	Feb 5, 2014	45 Day - Report Update

Assigned To: Sally Tritsch

Automatically generated

Apr 9, 2014	Feb 5, 2014	90 Day - Report Update
-------------	-------------	------------------------

Assigned To: Sally Tritsch

Automatically generated

When/where:

Date/time occurred: Jul 15 2013 12:40

Incident location: 200 Atlantic Ave W Delray Beach FL 33417

Home Address: 2753 34 St NW Boca Raton FL 33434

County: IAR

Linked files:

Case Information:

Face Sheet (DOC)

Case Letters:

Letter to Mr Bernstein (DOC)

Documnetary Evidence:

Reports 1 (pdf)

Reports 2 (pdf)

Reports 3 (pdf)

Memorandums:

Memorandum (pdf)

Associated Case Nos:

CC14-0006

Status/ assignment information:

Status: Completed

Opened: 01/09/2014 Assigned: 01/09/2014 Due: 05/09/2014 Completed: 02/04/2014

Disposition: IR - No Action Warranted

Unit assigned: Internal Affairs
Handled at field/unit level: Yes
Outside/file investigator:
Investigator assign: Sergeant Sean Bozdech
Supervisor assign: Captain LE Pete Palenzuela
Source of information: Citizen

Organizational component(s):

Departments: Law Enforcement
Assignments: 5070-Special Invest
Complaint Type: External Complaint

BlueTeam chain routings

Jan 09, 2014 13:24: Sent from Sergeant LE Sean A Bozdech [6529] to Captain LE Pedro L Palenzuela [6073]

Instructions:

Please return back for further follow up.

Reviewed by Captain LE Pedro L Palenzuela [6073] on Jan 09, 2014 at 13:32

Decision: Approved

Reviewer comment:

AAW, returned per your request

Jan 09, 2014 13:32: Sent from Captain LE Pedro L Palenzuela [6073] to Sergeant LE Sean A Bozdech [6529]

Instructions:

FYR, see comments

Reviewed by Sergeant LE Sean A Bozdech [6529] on Feb 04, 2014 at 09:17

Decision: Approved

Reviewer comment:

Investigation completed. Refer to attached memorandum.

Feb 04, 2014 09:17: Sent from Sergeant LE Sean A Bozdech [6529] to

Captain LE [REDACTED]

Instructions:

FYR

Reviewed by Captain LE [REDACTED] on Feb 04, 2014 at 14:04

Decision: Approved

Reviewer comment:

AAW

**Entered via BlueTeam by: Sergeant LE Sean A Bozdech [6529] on
Jan 09, 2014 at 13:21**

WALKER THAT SIMON'S LIVE-IN GIRLFRIEND, MARITZA PUCCIO MIGHT HAVE PROVIDED SIMON WITH A LARGER THEN PRESCRIBED DOSE OF HIS HYDROCODONE MEDICATION AS WELL AS ONE OF HER PRESCRIBED AMBIEN SLEEPING PILLS, WHICH COULD OF CAUSED HIS DEATH. HE SAID HE VOICED HIS CONCERNS TO THE DOCTORS AT DELRAY COMMUNITY HOSPITAL BUT THEY ADVISED THERE DID NOT APPEAR TO BE ANY SUSPICIOUS CIRCUMSTANCES SURROUNDING SIMON'S DEATH AND THEY WOULD NOT BE CONDUCTING AN AUTOSPY. TED CONTACTED BOTH A PRIVATE COMPANY AND THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE REGARDING HAVING AN AUTOSPY CONDUCTED. BOTH ADVISED HE SHOULD CONTACT THE PALM BEACH COUNTY SHERIFF'S OFFICE.

AFTER SPEAKING WITH TED, I SPOKE WITH RACHEL. RACHEL STARTED BY TELLING ME THAT SIMON SUFFERED FROM SEVERAL AILMENTS TO INCLUDE, POLLIMALAGA, HEPATITIS C AND HE HAD OPEN HEART SURGERY APPROXIMATELY 2 YEARS AGO, WHICH WAS ONE OF SEVERAL OPEN HEART SURGERIES. SIMON WAS RECENTLY PLACED ON PREDNISONE FOR THE POLLIMALAGA, WHICH SHE SAID EFFECTED HIS MENTAL FACULTIES. RACHEL ADVISED WHEN SHE ARRIVED AT SIMON'S HOUSE AT 0830 HOURS ON 9/12/12, SHE FOUND SIMON LYING ON THE COUCH IN THE LIVING ROOM. HE WAS AWAKE AND BREATHING BUT HE HAD A VERY LOW HEART BEAT AND WAS UNAWARE OF HIS SURROUNDINGS. RACHEL SAID SHORTLY AFTER HER ARRIVAL MARITZA RETURNED HOME. THEY HAD A BRIEF ARGUMENT OVER WHETHER OR NOT THEY SHOULD BRING SIMON TO THE HOSPITAL AS RACHEL SAYS MARITZA DID NOT BELIEVE HE NEEDED TO GO TO THE HOSPITAL AT THIS TIME. RACHEL SAID THAT SHE FINALLY TOLD MARITZA THAT SHE WAS GOING TO TAKE HIM TO THE HOSPITAL BY HERSELF. SHE SAID SHE LEFT THE HOUSE APPROXIMATELY 1000 HOURS FOR THE HOSPITAL. RACHEL WENT ONTO TELL ME THAT MARITZA PROVIDED SIMON WITH ONE OF HER PRESCRIBED AMBIEN SLEEPING PILLS ON THE NIGHT OF 9/8/12. SHE ALSO SAID SIMON WAS PRESCRIBED 100 [REDACTED] 7.5-750 PILLS ON 9/7/12 AND SHE BELIEVE THAT MARITZA WAS PROVIDING SIMON WITH LARGER THEN PRESCRIBED DOSES OF [REDACTED]. RACHEL TOLD ME SHE BELIEVED THERE WERE ONLY 30 PILLS LEFT IN THE BOTTLE AT THE TIME OF SIMON'S DEATH. I LATER COUNTED THE BOTTLE OF [REDACTED]. THERE WERE 90.5 PILLS IN THE BOTTLE SHOWING THAT SIMON DID NOT TAKE MORE THAN PRESCRIBED.

IT SHOULD ALSO BE NOTED THAT I SPOKE WITH ELLIOT, WHO SAID HE WAS AT DINNER WITH SIMON AND MARITZA ON 9/8/12 AND OBSERVED HIS FATHER TELL MARITZA THAT HE WANTED ONE OF HER AMBIEN SLEEPING PILLS BECAUSE HE COULD NOT SLEEP. ELLIOT SAID THEY HAD A BRIEF ARGUMENT OVER THIS AS MARTIZA REFUSED TO ALLOW SIMON TO TAKE ONE OF HER PILLS INITIALLY. AT THIS TIME SGT. CASTELLI ARIVED ON SCENE AND WAS ADVISED OF THE CASE.

HE MADE CONTACT WITH VCD AND THE MEDICAL EXAMINER'S OFFICE. HE WAS ADVISED TO HAVE ME CONTACT DELRAY COMMUNITY HOSPITAL TO PUT A HOLD ON SIMON'S BODY FOR DR. BELL FROM THE MEDICAL EXAMINER'S OFFICE WHO WOULD CHECK ON THE SITUATION THE NEXT DAY. I WAS ALSO ADVISED TO EMAIL A COPY OF THE REPORT TO AARON RUIZ WITH THE MEDICAL EXAMINER'S OFFICE. DELRAY COMMUNITY HOSPITAL WAS CONTACTED AND A HOLD WAS PLACED ON SIMON'S BODY AND AARON RUIZ WAS EMAILED.

THIS REPORT IS FOR INFORMATION PURPOSES.

D/S HAUGH #8826

TRANS: 9/14/12 DG#4495

DICT: 9/13/12 @ 1700 HRS.

6529

01/28/14

E000

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
SUPPLEMENT 1 OFFENSE REPORT CASE NO. 12121312

DISPOSITION: ZULU
DIVISION: DETECTIVE

POLICE SERVICE CALL CODE: 9568 DATE: 01/23/14 THURSDAY
ZONE: C21 GRID: DEPUTY ID.: 7704 ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496
NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEH. STOLEN: 0 NO. PREM. ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON 01/22/14 I WAS ASKED TO CONDUCT SOME FOLLOW-UP IN REGARDS TO THIS REPORT. ON 01/23/14 I WENT TO THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE AND OBTAINED A COPY OF THE SIMON BERNSTEIN AUTOPSY REPORT.

UPON REVIEWING THE REPORT, I FOUND THAT DR. MICHAEL BELL (DISTRICT MEDICAL EXAMINER) CONDUCTED AN AUTOPSY ON SIMON ON SEPTEMBER 14, 2012 AT 11 AM. THE RESULTS OF THE AUTOPSY CONCLUDED THE FOLLOWING:

MANNER OF DEATH: NATURAL

CAUSE OF DEATH: MYOCARDIAL INFARCT DUE TO SEVERE CORONARY ATHEROSCLEROSIS
CONTRIBUTORY CAUSE OF DEATH: BRONCHOPNEUMONIA, CIRRHOSIS

DR. BELL PROVIDED AN OPINION THAT SIMON DIED FROM A HEART ATTACK, DUE TO THE BLOCKAGE OF THE ARTERIES THAT FEED HIS HEART. HE ALSO HAD PNEUMONIA AND CIRRHOSIS. HE STATED THERE WAS NO OVERDOSE AND THAT HIS BLOOD [REDACTED] CONCENTRATION WAS THERAPEUTIC. HE STATED THAT HE DID NOT HAVE MENINGITIS.

I ALSO FOUND THAT BODY WAS THEN TURNED OVER TO BOCA RATON FUNERAL HOME ON SEPTEMBER 14, 2012. ON 01/23/14 I SPOKE WITH TED BERNSTEIN. HE STATED THAT A PRIVATE AUTOPSY WAS NOT CONDUCTED.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.

DETECTIVE RYAN W. MILLER #7704

01/23/14 @ 1143 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 01/23/2014/MDR/#6405

Bozdech, Sean A.

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, January 28, 2014 10:53 AM
To: Bozdech, Sean A.
Subject: FW: Case No 13 097087 Simon and Shirley Bernstein estate crimes

Sergeant Bozdech, I have also asked Det Miller to respond to my letters and he has not, is there a reason he cannot answer the questions via email and writing a response? Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Tuesday, December 31, 2013 10:26 AM
To: Eliot Ivan Bernstein
Subject: RE: Case No 13 097087 Simon and Shirley Bernstein estate crimes

Just left you a message.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, December 31, 2013 9:40 AM
To: Miller, Ryan W.
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
Subject: RE: Case No 13 097087 Simon and Shirley Bernstein estate crimes

Detective Miller,

I cannot come to your office as we are suffering severe financial damages from the crimes alleged in the estates by the fiduciaries and have no gas or money at this time. I would like to have others involved in the conversations including two people from out of the state so a phone call to start would be great until we can meet again in person. I filed the complaint at PBSO and the intake officer stated he was giving it a new case number but then used the Moran case file number even though she has nothing to do with the new complaint. I did explicitly state to the intake officer that these were separate and distinct crimes and needed new case numbers and when he gave me the new case number I did not notice at the time that it was the same as the Moran file. Perhaps we can straighten that up with him and either you or I can call to handle clarifying the matter and getting a new case number assigned against the new alleged perpetrators.

Therefore, since Moran is pressing near for sentencing and we need to discuss your prior investigation can you please send over a time to meet via telephone.

Thanks,

Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Tuesday, December 31, 2013 7:50 AM
To: Eliot Ivan Bernstein
Subject: RE: Case No 13 097087 Simon and Shirley Bernstein estate crimes

Mr. Bernstein,

I-I have informed you several times that you can call me to schedule an appointments so you can come to my office and discuss the case I investigated.

2-As far as the new report you filed we have policies and procedures here at PBSO that dictate who investigates what and how it is investigated. I do not investigate all types of cases, therefore may not be assigned the new case you filed. As I stated before, do not assume that I will be the one investigating all the complaints you file.

Det. Ryan Miller

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

Sent: Tuesday, December 31, 2013 6:54 AM

To: Miller, Ryan W.

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.

Subject: Case No 13 097087 Simon and Shirley Bernstein estate crimes

Detective Miller,

As the hearing date for Moran approaches and has been rescheduled once to determine if the charges were correct and more we need to meet soon. Do you have a time today or tomorrow for an initial phone call to discuss some of the further issues I addressed in my letter dated December 3, 2013 to you and in the recently filed complaint for the Theft of Assets in the estate of my Mom I filed at the Boca station on December 24, 2013. Also, do you plan on addressing the December 03, 2013 letters issues with me in writing? Below is an email with a link to additional evidence to be added to the case of Moran and added to the new complaints against various parties addressed in my December 03, 2013 letter for various other crimes that need to be investigated. Please respond with a good time at your soonest convenience to talk telephonically or let me know when you will respond in writing to my letters. I will also send a copy of the actual email sent but do to its character length and attachments it may find itself in your spam box, so best check there if you do not receive it or call me and I can also fax it. Best ~ Eliot

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

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

Sent: Sunday, December 29, 2013 8:38 AM

To: 'Ted Bernstein'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Hunt Worth ~ President @ Oppenheimer Trust Company'; 'William McCabe Esq. @ Oppenheimer Trust Company'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'; 'Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company'

Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq.'; 'Marc R. Garber, Esquire @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Lisa S. Friedstein'; 'Lisa'; 'Jill M. Iantoni'; 'Jill M. Iantoni'; 'Guy T. Iantoni @ GTI LIFE, Inc.'; 'Guy T. Iantoni'; 'Pamela Beth Simon'

Subject: RE: RESPONSE TO TED and DONALD LETTERS RE EMERGENCY DISTRIBUTIONS FOR THREE MINOR CHILDREN AND MORE

NOTE TO ALL, I HAVE SENT AN EMAIL EARLIER TODAY, A FORMATTED COPY and a Plain Text Copy. However, it may have gone into your Junk folder due to its length and three attachments, if you have not received it after looking in your junk mail I am attaching an online version herein @

www.iviewit.tv/20131229EIBResponseToTedBernsteinandDonaldTescherReEmergencyDistributions.pdf .

If you have any troubles with the email or link let me know. Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

<http://www.iviewit.tv>

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Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Tuesday, January 28, 2014 2:03 PM
To: Bozdech, Sean A.; Groover, David B
Subject: Fwd: Eliot Bernstein

Det. Ryan Miller

----- Original message -----

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Date: 01/28/2014 11:25 AM (GMT-05:00)
To: "Miller, Ryan W." <MillerR@pbso.org>
Cc: "Gregg, Carol A" <GreggC@pbso.org>, "Caroline Prochotska Rogers Esq." <caroline@cprogers.com>, "Michele M. Mulrooney ~ Partner @ Venable LLP" <mmulrooney@Venable.com>, "Andrew R. Dietz @ Rock It Cargo USA" <andyd@rockitcargo.com>
Subject: RE: Eliot Bernstein

Detective Miller,

I have met with you and given formal statements and interviews and provided ample evidence in person and at your request went and filed additional criminal complaints that I still have not heard back on for months now. I have submitted to you formal written requests for information regarding the old complaints and you refuse to reply in writing and instead demand to meet and I would feel much better meeting after you have answered all my questions in the two letters first and that subject matter I am not sure why I have to do face to face other than in writing and phone conversations. You are well aware that I am involved in several court cases nationwide currently that demand massive amounts of time and all relate to the larger crimes than forgery and fraud of Moran's six documents and that I am being further victimized by those I have already complained of in retaliation and these are the strains I refer to making it difficult for me to meet, other than when I have to come in to file new complaints, which I am doing as requested, as I stated I will do that, like I did with the Jewelry Theft case as I formulate them and put the evidence in place. Yet, that does not interfere with your answering my questions or reviewing the work done and new information in the initial complaint you started. A phone call to discuss these follow up matters is not unreasonable and I feel that your conversations with Judge Colin may have influenced your work and opinions of me and am uncomfortable meeting without representation and have been advised that this does not seem proper to deny a victim / complainant the right to counsel present. These are not unidentified people who I have asked to have present but people with intimate knowledge of the crimes, attorneys at law that have better legal/statutory aspects of the crimes I have complained of. I have requested them there as witness as well and for safety, as you know that I am taking on some very powerful and influential members of the Florida Supreme Court, The Florida Bar, Florida Law Enforcement and others in my other RICO and ANTITRUST related matters I have shared with you. You are also aware that I am complaining of possible interference with my PBSO complaints that and so I hope you understand my concerns in this regard.

I am more than happy to meet telephonically or with others present to present my case information in more detail. I have asked why it has to be in person, without representation when I am already uncomfortable and why I am being

denied counsel present and if there are any procedural rules that demand things be done and conducted in the manner you propose. I do want to keep the investigation moving but I do not see my requests being a reason to stop them and why we cannot meet on the phone when necessary and in person when I can and when it can be done to meet our schedules and new complaints have to be filed. I am not sure why emails and attachments are not conducive and why you have stated you do not read them and this also makes me uncomfortable.

Please let me know if we can start with a phone call to go over my letters to you that you will not respond to in writing and then determine if I need to come back to meet after we get through that first. I am not sure there is other evidence I need to provide in that regard but I think you already have everything for those complaints.

Thank you,

Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Tuesday, January 28, 2014 10:15 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

This is an open investigation and a very serious matter. You have made claims/allegations that crimes have taken place. To give this investigation the most thorough review, we will need to meet in person and go over everything. I will need you to provide me with a statement, including everything that you know (firsthand) about this case. You are a potential victim/witness, so this needs to be your account of events that occurred. An open case is considered confidential, therefore, an unknown person at the end of a phone is not good for the case. Also, I need your statement (understanding), not theirs. I investigate crimes, not civil complaints. Your e-mails and attachments are not an efficient way of conducting an investigation. They have seemed to only create confusion and miscommunication. I do not understand what strain there is, when you are the one who made the complaint. I would think that you would want to meet in person, as to keep to this investigation moving, providing you with the opportunity to explain (in depth) your complaint. E-mail and phone calls create barriers that can be overcome through face to face communication. Captain Gregg is aware and will not be attending. Please do not expect that I will be able to meet on Thursday. I have many other cases and need ample time to review my schedule, as well as coordinate a meeting room in the West Boca Substation. Once you are feeling better, let me know, and supply me with a few dates and times you are available, on a Tues, Wed., Thurs, or Friday.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, January 28, 2014 8:03 AM
To: Miller, Ryan W.; Gregg, Carol A
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

I have a dental appointment today from 9-11 to put in my upper teeth that were repaired, the process usually takes a day or two to recover from the headaches etc. associated with the process. I am still feeling ill from the flu that whole family has suffered this weekend but I am feeling much better from that. I will let you know but it will probably be Thursday. Also, I was wondering if Captain Carol Gregg has knowledge of our meeting and if she will be attending. I would also like some form of explanation as to why this meeting must be in person and not via telephone and why I cannot have representative counsel attend via phone, etc. I have already submitted most of the evidence necessary for us to discuss and so I am unclear why when this puts additional strain on me this must be conducted in this manner.

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I received the message from your wife stating that you had to cancel this week's meeting. Please let me know when you are feeling better.

Thank you,

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From: Miller, Ryan W.
Sent: Thursday, January 23, 2014 2:04 PM
To: 'Eliot Ivan Bernstein'
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Ok, confirmed!

Date & time: Wednesday, Jan. 29, 2014 @ 10:00 am
Location: PBSO, West Boca Sub-station (same as before)

Thanks

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Sent: Thursday, January 23, 2014 12:17 PM
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Tuesday at 11:00am, have court before this at 8:45am
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Eliot

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. - DL

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

<http://www.iviewit.tv>

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Sent: Thursday, January 23, 2014 6:53 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

since you will be east off 95 you can always just come to our office off 95 and southern. Then we do not have to drive down to wesly Boca hoping you get out on time. Let me know what works.

Det. Ryan Miller

Eliot Ivan Bernstein <iviewit@iviewit.tv> wrote:
Hi Detective Miller - I was just inundated with new filings slipped in at about 5pm for the hearing tomorrow from all the counsel and pr's resigning.
Thus, I may be in court longer than was originally expected and we can either postpone or I can keep you updated tomorrow on the fly. Let me know.
Eliot

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

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Bozdech, Sean A.

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Wednesday, January 29, 2014 11:34 AM
To: Bozdech, Sean A.
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
Subject: RE: Eliot Bernstein

I would presume that an attorney that identifies himself as such would run a great risk in misrepresenting his/her identity to the Sheriff Department and risk prosecution for such bizarre actions. I am not sure how this applies when I have asked to have them there not to tell my side of the story but rather to help me understand the legal aspects of what we are discussing and even just bear witness. I think it seems almost paranoid that Detective Miller would worry about such far side as if someone is willing to risk their legal career to help me in a victim statement to authorities with the legality of what I express and what is expressed to me. Again, this seems rather a denial of due process and procedure. I have also asked to have them meet with us in person when they were available but he also refused that. I do think it pertinent that Judge Colin may have influenced the course of the investigation but as I said I will be determining if charges should be filed against him shortly and in what venue. Since those will be criminal allegations as well if filed, I would not think to go to the courts for that as they would send me back to criminal investigators, it almost appears you are claiming there are no criminal reliefs if a judge or lawyer commits a crime, have they become above the law? In fact, the Florida Bar and Judicial Qualifications Commission have no prosecutorial power for criminal acts and at best, in very few cases if ever, do they disbar or censure.

Do you have copies of the supplemental reports prepared? I also would like to have you present at any meeting with Detective Miller as again, I feel uncomfortable with the fact that he may be conflicted and angered over my contacting your office and my questioning his prior report.

Eliot

From: Bozdech, Sean A. [mailto:BozdechS@pbso.org]
Sent: Wednesday, January 29, 2014 8:31 AM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Bernstein

Mr. Bernstein-

I have received all of the emails that you forwarded to me after we spoke yesterday. Detective Miller has requested to meet with you in person on several occasions, which you appear to agree on, and then for one reason or another you cancel the meeting. You asked Detective Miller if it would be possible for you to call an out of state attorney while you and Detective Miller were to meet. Detective Miller explained to you that he would prefer this not to happen as he would not know who the other person was on the other end of the phone (even if they claim to be an attorney). Detective Miller has also explained to you in a case as complicated as this one appears to be, meeting with you in person allows him to get your perspective on this as you filed the initial complaint and claim to be a victim. Detective Miller has never denied you the right to have someone with you (whether it be an attorney or someone else) when you and Detective Miller meet; however, Detective Miller needs to get your perspective on this matter (not someone else's). As far as your allegation involving Detective Miller speaking with the Judge, this does not appear to be the case. If you feel there is possible wrongdoing involving Judge Colin and this case, then this needs to be brought forward to the Chief Judge of Palm Beach County and / or the Florida Bar Association. Detective Miller has

completed supplemental report(s) regarding his investigation in this case as well as the case involving the death of your father.

Based on Detective Miller's continued investigation as well as the supplemental reports he has completed and continues to do, the Division of Internal Affairs has found no wrong doing by Detective Miller or any other employee(s) of the Palm Beach County Sheriff's Office.

Thank you,

Sgt. Sean Bozdech
Palm Beach County Sheriff's Office
Division of Internal Affairs

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

Sent: Wednesday, January 29, 2014 5:09 AM

To: Bozdech, Sean A.

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.

Subject: FW: Eliot Bernstein

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

Sent: Wednesday, January 29, 2014 5:05 AM

To: 'Miller, Ryan W.'; Captain Carol Gregg @ Palm Beach County Sheriff (greggc@pbso.org)

Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA

Subject: RE: Eliot Bernstein

Det Miller, I have never refused to meet with you, I merely asked to have counsel present and to make as many meetings via phone as possible. I have asked repeatedly why my right to counsel at the meeting as a victim has been denied and why you cannot answer my letters regarding your prior investigation so I can further prepare for our meeting and to know what you are claiming you investigated and who you investigated so I can better understand your report and what needs to be done going forward. For example, I gave you a boatload of information on various crimes other than Moran's and there is NO mention of them in your report, do I have to file new complaints or have you investigated all of them? I further asked who you investigated so I could know if you investigated ALL of the parties complained of, not just Moran and no reply. I asked you what witnesses I gave you that you interviewed as part of your investigation as I see none of them in the report and all have reported to me that you have never contacted them and again no reply.

You then told me to report new crimes as they would not be considered part of the ongoing complaint, by coming in and filing new reports and I have. Again, I feel that we have gotten off on the wrong foot and I believe that your conversations with Judge Colin have prejudiced the investigation and where in my new complaints I will be tying in information regarding the Judge and filing complaints against him for MISPRISION OF FELONY and AIDING and ABETTING possibly and your relying on him to file criminal complaints for what he found in his court against Tescher and Spallina and to refuse intake of my complaints of the crimes against me and my family that occurred in his court that I have legal rights to file as I was a victim of these crimes, I believe further impedes my rights to due process and procedure. I have asked to have your legal counsel tell me that if the Judge failed to file charges, if this would interfere with my Statutes of Limitations and again you have been radio silent on this salient matter.

I think I have cooperated with your investigation but that giving you information further I run the risk of your anger at my questioning your report, my request for you to answer some simple questions, my having reported what I believe may indicate improper activities in your investigation to internal affairs and these reasons may lead to further problems with an unbiased investigation into the matters. For these reason I fear meeting you as I can already tell you feel hostile

towards my even asking to have counsel present to bear witness to the meeting you request and your refusal to allow such counsel, citing no statutory or procedural reason for this denial.

I am waiting now to hear back from IA and Captain Gregg to discuss these issues further and I hope we can resolve them shortly. After I speak with both of them, I will let you know what good times to meet are. I think you should notify the State Attorney that this process is taking longer due to these issues and to further delay the hearings of Moran until mutual resolution can be resolved but that is your call.

Thank you,

Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Tuesday, January 28, 2014 2:26 PM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

We have met in person once. There are many times when a detective has to meet with a victim or witness multiple times in person. This is for clarification and/or elaboration purposes. I am telling you that I need to meet with you for these purposes. Please CALL me at 561-688-4077 when you are able to discuss a time & date to meet. Continuing to send e-mails back and forth is not an effective mode of communication for this case or the discuss we need to have.

Thank you,

Det. Ryan Miller

From: Eliot Ivan Bernstein [mailto:ivlewit@ivewit.tv]
Sent: Tuesday, January 28, 2014 11:25 AM
To: Miller, Ryan W.
Cc: Gregg, Carol A; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

Detective Miller,

I have met with you and given formal statements and interviews and provided ample evidence in person and at your request went and filed additional criminal complaints that I still have not heard back on for months now. I have submitted to you formal written requests for information regarding the old complaints and you refuse to reply in writing and instead demand to meet and I would feel much better meeting after you have answered all my questions in the two letters first and that subject matter I am not sure why I have to do face to face other than in writing and phone conversations. You are well aware that I am involved in several court cases nationwide currently that demand massive amounts of time and all relate to the larger crimes than forgery and fraud of Moran's six documents and that I am being further victimized by those I have already complained of in retaliation and these are the strains I refer to making it difficult for me to meet, other than when I have to come in to file new complaints, which I am doing as requested, as I stated I will do that, like I did with the Jewelry Theft case as I formulate them and put the evidence in place. Yet, that does not interfere with your answering my questions or reviewing the work done and new information in the initial complaint you started. A phone call to discuss these follow up matters is not unreasonable and I feel that your conversations with Judge Colin may have influenced your work and opinions of me and am uncomfortable meeting without representation and have been advised that this does not seem proper to deny a victim / complainant the right to counsel present. These are not unidentified people who I have asked to have present but people with intimate knowledge of the crimes, attorneys at law that have better legal/statutory aspects of the crimes I have complained of. I

have requested them there as witness as well and for safety, as you know that I am taking on some very powerful and influential members of the Florida Supreme Court, The Florida Bar, Florida Law Enforcement and others in my other RICO and ANTITRUST related matters I have shared with you. You are also aware that I am complaining of possible interference with my PBSO complaints that and so I hope you understand my concerns in this regard.

I am more than happy to meet telephonically or with others present to present my case information in more detail. I have asked why it has to be in person, without representation when I am already uncomfortable and why I am being denied counsel present and if there are any procedural rules that demand things be done and conducted in the manner you propose. I do want to keep the investigation moving but I do not see my requests being a reason to stop them and why we cannot meet on the phone when necessary and in person when I can and when it can be done to meet our schedules and new complaints have to be filed. I am not sure why emails and attachments are not conducive and why you have stated you do not read them and this also makes me uncomfortable.

Please let me know if we can start with a phone call to go over my letters to you that you will not respond to in writing and then determine if I need to come back to meet after we get through that first. I am not sure there is other evidence I need to provide in that regard but I think you already have everything for those complaints.

Thank you,

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Inventor
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Sent: Thursday, January 23, 2014 6:53 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

since you will be east off 95 you can always just come to our office off 95 and southern. Then we do not have to drive down to wesly Boca hoping you get out on time. Let me know what works.

Det. Ryan Miller

Eliot Ivan Bernstein <iviewit@iviewit.tv> wrote:

Hi Detective Miller - I was just inundated with new filings slipped in at about 5pm for the hearing tomorrow from all the counsel and pr's resigning.

Thus, I may be in court longer than was originally expected and we can either postpone or I can keep you updated tomorrow on the fly. Let me know.

Eliot

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. - DL

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245-8588 (o)

(561) 886-7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv<<mailto:iviewit@iviewit.tv>>

<http://www.iviewit.tv><<http://www.iviewit.tv/>>

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Bozdech, Sean A.

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, January 28, 2014 10:53 AM
To: Bozdech, Sean A.
Subject: FW: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Here you can see further I am expressly requesting counsel that Det Miller has denied since I asked initially and no response regarding my request from Captain Gregg or Miller has been provided but I keep getting denied this right. Eliot

From: Gregg, Carol A [mailto:GreggC@pbso.org]
Sent: Thursday, January 16, 2014 3:25 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Mr. Bernstein --

The preference is to meet in person. It is very difficult for everyone to be heard on a conference call and I want to make sure all of your concerns and questions are answered. As it is, there has been a new development that Detective Miller needs to address and I would like to push back a meeting until this is accomplished. Detective Miller or I will be in touch with you soon.

Captain Carol Gregg
Special Investigations Division
Palm Beach County Sheriff's Office
Office#: (561) 688-4010
Fax#: (561) 688-4125

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, January 14, 2014 4:48 PM
To: Gregg, Carol A
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Captain Gregg,

Thanks, I am happy to meet with you at the Sheriff's office in Boca, what is good day you and whom else will I be meeting with? Can I bring counsel or have a lawyer present on the phone when we meet as this was part of my problem with Det Miller and refusing to let me have counsel present as a victim. Please advise if I can bring a cell phone or other video conference device to any meeting to get us all together or perhaps we can do the first call on the telephone versus at the Boca Office as I suggested to Det Miller, a phone interview would work much better for me at the moment. Is there any legal reason this meeting has to be at the substation and not via phone? Also, prior to our meeting it would be helpful if you could have someone reply to my questions that I have requested in writing regarding each case so as there is no confusion on those matters and I can better understand what we will be discussing in particular and what and who were already investigated and what and who were not.

Also, do you have a new case number for the Theft report I filled out as I am waiting for a call back on that case for several weeks and no one has returned my calls to discuss?

Also, I was wondering why you are recommending and advising that my civil actions be used somehow to prosecute the criminal complaints I have filed against people who are alleged to have committed criminal acts. It is my understanding that I cannot bring criminal charges in my civil cases (other than in certain civil RICO instances) but I have not filed civil RICO for these crimes, yet, although it appears we have two or more conspiring and already several alleged criminal predicate acts of RICO committed and may be something else for you to consider as we explore all of the criminal allegations involved. I am unsure what consulting a probate attorney as you advise will do in prosecuting criminal allegations as I do not think they either have prosecutorial powers in the state of Florida and I do not believe the civil courts do either and all of it would be referred back if they did handle to you or other criminal agencies. As I have been advised to file these criminal complaints with criminal authorities can you please explain how your suggestions will achieve criminal prosecution and that so doing will not waste time in reporting them properly to the appropriate state criminal authorities and cost me a loss of statutes rights in that process?

Please advise me of a time we can meet, preferably on the telephone first and preferably where I can have a lawyer present on the phone and then a time possibly for the following week to meet in person if necessary. If you are not planning on responding to my letters requesting specific information regarding the cases, please also include why these matters are being refused. I would also like to point out that the Attorney at Law Mark Manceri, Esq. who I have complained of in these matters has just withdrawn as counsel to Robert Spallina and Donald Tescher in the estate case of my mother and as counsel in the Stansbury creditor lawsuit against the estate for professional considerations. I am not sure if Mr. Manceri or other counsel was present with Spallina and Moran when they were questioned by Det Miller and that is one of the questions I am trying to ask in my formal written letters to your offices.

I was told by IA to submit my information and that a case would be opened formally and someone would get back to me to discuss my case, no one has called as of today, which surprised me that IA had concluded an inquiry without ever contacting me or opening a formal complaint number that they were do when they contacted me. I was waiting for their call to inform them that I had spoken to you and explain that you were not complained of and were also looking into the matters. I am also surprised that you reviewed Det Miller's report without addressing any of my concerns in my formal written letters and without talking with me at all about my issue both related to Det Miller and those that were not.

Please send over any/all files or records that I am entitled to as a victim in these matters so I can further review all the information and advise me if I need to file a FOIA for any other information in your files.

Thank you,

Eliot

From: Gregg, Carol A [<mailto:GreggC@pbsso.org>]
Sent: Tuesday, January 14, 2014 2:22 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Mr. Bernstein –

We would be happy to meet with you at the Sheriff's Office substation in West Boca at your convenience to discuss your questions. As for who to contact in IA, I believe you already have that information.

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, January 14, 2014 1:31 PM
To: Gregg, Carol A
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Dear Captain Gregg,

I am a bit confused by your letter as I was not merely asking for a review of Det. Miller's report but as I victim I was asking questions that I sought answers too regarding not only Det. Miller's report but other cases filed after that and to clarify what Det Miller's report covered, against who and what was not. I would like answers to my direct questions of what exactly was investigated, who was investigated, etc. as the report remains unclear as to what exactly Detective Miller reviewed. Also I asked regarding the other two complaints filed with your offices and there is nothing in your response that is mentioned regarding those reports or the questions asked on those two other cases either. I also feel that I have been denied my right to speak with your offices regarding my concerns of the report Det Miller did or input my concerns and discuss these as I was promised by Det. Miller and my letters remain unaddressed. My letters ask questions that appear obligatory to the victim of a crime and merely try to clarify the information and make any corrections if necessary. I would not like any of these cases closed until these issues are addressed with me in writing or in a phone meeting, as I thought that was still part of the process we were undertaking in all these cases. As several of the crimes were reported to you and Det Miller after his report was complete it remains unclear what and who he investigated in report, which is part of my complaint and still needs to be addressed. Therefore, please reply to my prior communications regarding each of the prior cases, the other two Det Miller had nothing to do with and your letter does not address those concerns for those cases. One of these cases includes the incident report for the reported Murder of my father that appears to have been reported incorrectly in your case files and I would like to have that report corrected and investigated or reviewed further. in light of several of the other crimes ongoing in my father and mother's estates I think all of these issues are relevant and need to be addressed and clarified to all of our satisfaction.

I have not been contacted about my IA complaint or heard their response or even been contacted by them yet. I did not go to IA regarding you or your involvement in the matter as I had not spoken with you yet at the time I spoke to them. Do you have the IA Case Investigation number, who is it that I contact regarding their investigation or review. I simply complained to IA and your office that I did not want to deal with Det Miller or his Sergeant for several reasons stated in my letter regarding what I felt was interference in my rights, a hostile attitude towards me and failure to address my written questions about the case for clarification and more and to have the cases reviewed by new parties other than Det Miller and Sergeant Groover,

I look forward to hearing back from you soon regarding the specific answers to my questions about all the cases filed with your offices listed in the subject line and the particulars I have asked about in each case.

If you need additional information, please feel free to contact me.

Thank You,

Eliot

Article I, § 16 – Rights of Accused and of Victims

(b) Victims of crime or their lawful representatives, including the next of kin of homicide victims, are entitled to the right to be informed, to be present, and to be heard when relevant, at all crucial stages of criminal proceedings, to the extent that these rights do not interfere with the constitutional rights of the accused.

CONSTITUTION OF THE STATE OF FLORIDA, ARTICLE 1, SECTION 16(B) - VICTIM RIGHTS

Victims of crime or their lawful representatives, including the next of kin of homicide victims, are entitled to the right to be informed, to be present, and to be heard when relevant, at all crucial stages of criminal proceedings, to the extent that these rights do not interfere with the constitutional rights of the accused.

If you are the victim of a crime you have the RIGHT:

To be informed, present and heard at all crucial stages of the criminal or juvenile justice proceedings and to be told how to participate in these proceedings.

To be informed about the availability of Victim Compensation.

To be protected from intimidation.
To submit a victim impact statement.
To seek restitution from the offender.
To be informed of a confidential communication.
To a prompt and timely disposition.
To be informed regarding victim's rights to review certain portions of a pre-sentence investigation prior to the sentencing of the accused.
To be informed of victim's rights of standing, through the State Attorney's Office, with the consent of the victim to assert the rights of the victim.
To a prompt return of your property.

VICTIM / WITNESS HARRASSMENT

Interference with a victim/witness by threats or acts of revenge is a serious crime in itself and a matter to which the local police agency, the State Attorney's Office, and the Court will give particular attention and do their utmost to remedy. If you are having any problems or if you or your family are in any way threatened immediately call the police agency or the Sheriff's Office and make a full report of the events.

Sometimes after a suspect is arrested, defense attorneys or their investigators may attempt to contact you. You have a right to speak to anyone, unless a Court orders you not to discuss it. However, you are not obligated to discuss the case at all, unless you have received a subpoena for a deposition or a trial. You have a right to privacy and to be left alone. If anyone harasses or intimidates you, please advise law enforcement personnel immediately.

Thank you,
Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
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From: Gregg, Carol A [<mailto:GreggC@pbso.org>]

Sent: Tuesday, January 14, 2014 10:33 AM

To: 'Eliot Ivan Bernstein'

Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Mr. Bernstein --

Please excuse my delayed response to your requests. My understanding after we spoke on the phone was that you were going to afford me the opportunity to review Detective Miller's investigation before making a complaint to Internal Affairs. Since you went forward with a complaint to Internal Affairs on the same day we spoke, I had to wait until IA concluded their inquiry. I reviewed Detective Miller's report and met with him and his supervisor, Sergeant Groover. I have concluded that Detective Miller's investigation was appropriate and thorough. I recommend you continue with the civil and federal actions you advised you have taken in your emails and/or consult with a probate attorney.

Captain Carol Gregg
Special Investigations Division
Palm Beach County Sheriff's Office
Office#: (561) 688-4010
Fax#: (561) 688-4125

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

Sent: Tuesday, January 07, 2014 6:11 PM

To: Gregg, Carol A; Jean Francis @ Florida - State Attorney (15th Judicial Circuit); Michael Rachel; Michael Rachel @ Florida - State Attorney (15th Judicial Circuit)

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Christine P. Yates ~ Director @ Tripp Scott

Subject: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Dear Captain Gregg,

In response to our call yesterday, January 06, 2013, I have prepared a letter for you requesting information regarding the Official PBSO reports that were conducted in the cases relating to my parents and need for review and clarification prior to any sentencing of Kimberly Moran. If you have any questions or need additional information please feel free to contact me, my information below. I will also be sending a copy to the State Attorney and for the same reasons as stated in my letter to you asking them to hold off a bit on the sentencing until we can clarify and possibly correct the statements in the PBSO report their investigation was based upon. Also attached herein is a letter sent to Detective Miller and the State Attorneys handling the case, which has gone unanswered and I would appreciate in addition to your responding to my questions in your letter, you also having the questions asked in that letter dated December 03, 2013 also be answered as part of your review.

Thank you in advance for your time, effort and consideration of these matters,

Eliot I. Bernstein

Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
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Bozdech, Sean A.

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, January 28, 2014 10:54 AM
To: Bozdech, Sean A.
Subject: FW: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

From: Gregg, Carol A [mailto:GreggC@pbso.org]
Sent: Tuesday, January 14, 2014 2:22 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Mr. Bernstein –

We would be happy to meet with you at the Sheriff's Office substation in West Boca at your convenience to discuss your questions. As for who to contact in IA, I believe you already have that information.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, January 14, 2014 1:31 PM
To: Gregg, Carol A
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Dear Captain Gregg,

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I have not been contacted about my IA complaint or heard their response or even been contacted by them yet. I did not go to IA regarding you or your involvement in the matter as I had not spoken with you yet at the time I spoke to them. Do you have the IA Case Investigation number, who is it that I contact regarding their investigation or review. I simply complained to IA and your office that I did not want to deal with Det Miller or his Sergeant for several reasons

stated in my letter regarding what I felt was interference in my rights, a hostile attitude towards me and failure to address my written questions about the case for clarification and more and to have the cases reviewed by new parties other than Det Miller and Sergeant Groover.

I look forward to hearing back from you soon regarding the specific answers to my questions about all the cases filed with your offices listed in the subject line and the particulars I have asked about in each case.

If you need additional information, please feel free to contact me.

Thank You,

Eliot

Article I, § 16 – Rights of Accused and of Victims

(b) Victims of crime or their lawful representatives, including the next of kin of homicide victims, are entitled to the right to be informed, to be present, and to be heard when relevant, at all crucial stages of criminal proceedings, to the extent that these rights do not interfere with the constitutional rights of the accused.

CONSTITUTION OF THE STATE OF FLORIDA, ARTICLE 1, SECTION 16(B) - VICTIM RIGHTS

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To be informed about the availability of Victim Compensation.

To be protected from intimidation.

To submit a victim impact statement.

To seek restitution from the offender.

To be informed of a confidential communication.

To a prompt and timely disposition.

To be informed regarding victim's rights to review certain portions of a pre-sentence investigation prior to the sentencing of the accused.

To be informed of victim's rights of standing, through the State Attorney's Office, with the consent of the victim to assert the rights of the victim.

To a prompt return of your property.

VICTIM / WITNESS HARRASSMENT

Interference with a victim/witness by threats or acts of revenge is a serious crime in itself and a matter to which the local police agency, the State Attorney's Office, and the Court will give particular attention and do their utmost to remedy. If you are having any problems or if you or your family are in any way threatened immediately call the police agency or the Sheriff's Office and make a full report of the events.

Sometimes after a suspect is arrested, defense attorneys or their investigators may attempt to contact you. You have a right to speak to anyone, unless a Court orders you not to discuss it. However, you are not obligated to discuss the case at all, unless you have received a subpoena for a deposition or a trial. You have a right to privacy and to be left alone. If anyone harasses or intimidates you, please advise law enforcement personnel immediately.

Thank you,
Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
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From: Gregg, Carol A [<mailto:GreggC@pbso.org>]
Sent: Tuesday, January 14, 2014 10:33 AM
To: 'Eliot Ivan Bernstein'
Subject: RE: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Mr. Bernstein –

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Captain Carol Gregg
Special Investigations Division
Palm Beach County Sheriff's Office

Office#: (561) 688-4010

Fax#: (561) 688-4125

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

Sent: Tuesday, January 07, 2014 6:11 PM

To: Gregg, Carol A; Jean Francis @ Florida - State Attorney (15th Judicial Circuit); Michael Rachel; Michael Rachel @ Florida - State Attorney (15th Judicial Circuit)

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Christine P. Yates ~ Director @ Tripp Scott

Subject: Estates of Simon and Shirley Bernstein CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Dear Captain Gregg,

In response to our call yesterday, January 06, 2013, I have prepared a letter for you requesting information regarding the Official PBSO reports that were conducted in the cases relating to my parents and need for review and clarification prior to any sentencing of Kimberly Moran. If you have any questions or need additional information please feel free to contact me, my information below. I will also be sending a copy to the State Attorney and for the same reasons as stated in my letter to you asking them to hold off a bit on the sentencing until we can clarify and possibly correct the statements in the PBSO report their investigation was based upon. Also attached herein is a letter sent to Detective Miller and the State Attorneys handling the case, which has gone unanswered and I would appreciate in addition to your responding to my questions in your letter, you also having the questions asked in that letter dated December 03, 2013 also be answered as part of your review.

Thank you in advance for your time, effort and consideration of these matters,

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

<http://www.iviewit.tv>

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Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Tuesday, January 28, 2014 2:27 PM
To: Groover, David B
Cc: Bozdech, Sean A.
Subject: FW: Eliot Bernstein

My final e-mail communication with Eliot.

From: Miller, Ryan W.
Sent: Tuesday, January 28, 2014 2:26 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Bernstein

Mr. Bernstein,

We have met in person once. There are many times when a detective has to meet with a victim or witness multiple times in person. This is for clarification and/or elaboration purposes. I am telling you that I need to meet with you for these purposes. Please CALL me at 561-688-4077 when you are able to discuss a time & date to meet. Continuing to send e-mails back and forth is not an effective mode of communication for this case or the discuss we need to have.

Thank you,

Det. Ryan Miller

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, January 28, 2014 11:25 AM
To: Miller, Ryan W.
Cc: Gregg, Carol A; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

Detective Miller,

I have met with you and given formal statements and interviews and provided ample evidence in person and at your request went and filed additional criminal complaints that I still have not heard back on for months now. I have submitted to you formal written requests for information regarding the old complaints and you refuse to reply in writing and instead demand to meet and I would feel much better meeting after you have answered all my questions in the two letters first and that subject matter I am not sure why I have to do face to face other than in writing and phone conversations. You are well aware that I am involved in several court cases nationwide currently that demand massive amounts of time and all relate to the larger crimes than forgery and fraud of Moran's six documents and that I am being further victimized by those I have already complained of in retaliation and these are the strains I refer to making it difficult for me to meet, other than when I have to come in to file new complaints, which I am doing as requested, as I stated I will do that, like I did with the Jewelry Theft case as I formulate them and put the evidence in place. Yet, that does not interfere with your answering my questions or reviewing the work done and new information in the initial complaint you started. A phone call to discuss these follow up matters is not unreasonable and I feel that your conversations with Judge Colin may have influenced your work and opinions of me and am uncomfortable meeting without representation and have been advised that this does not seem proper to deny a victim / complainant the right to counsel present. These are not unidentified people who I have asked to have present but people with intimate knowledge of the crimes, attorneys at law that have better legal/statutory aspects of the crimes I have complained of. I

have requested them there as witness as well and for safety, as you know that I am taking on some very powerful and influential members of the Florida Supreme Court, The Florida Bar, Florida Law Enforcement and others in my other RICO and ANTITRUST related matters I have shared with you. You are also aware that I am complaining of possible interference with my PBSO complaints that and so I hope you understand my concerns in this regard.

I am more than happy to meet telephonically or with others present to present my case information in more detail. I have asked why it has to be in person, without representation when I am already uncomfortable and why I am being denied counsel present and if there are any procedural rules that demand things be done and conducted in the manner you propose. I do want to keep the investigation moving but I do not see my requests being a reason to stop them and why we cannot meet on the phone when necessary and in person when I can and when it can be done to meet our schedules and new complaints have to be filed. I am not sure why emails and attachments are not conducive and why you have stated you do not read them and this also makes me uncomfortable.

Please let me know if we can start with a phone call to go over my letters to you that you will not respond to in writing and then determine if I need to come back to meet after we get through that first. I am not sure there is other evidence I need to provide in that regard but I think you already have everything for those complaints.

Thank you,

Eliot

From: Miller, Ryan W. [mailto:MillerR@pbsso.org]
Sent: Tuesday, January 28, 2014 10:15 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

This is an open investigation and a very serious matter. You have made claims/allegations that crimes have taken place. To give this investigation the most thorough review, we will need to meet in person and go over everything. I will need you to provide me with a statement, including everything that you know (firsthand) about this case. You are a potential victim/witness, so this needs to be your account of events that occurred. An open case is considered confidential, therefore, an unknown person at the end of a phone is not good for the case. Also, I need your statement (understanding), not theirs. I investigate crimes, not civil complaints. Your e-mails and attachments are not an efficient way of conducting an investigation. They have seemed to only create confusion and miscommunication. I do not understand what strain there is, when you are the one who made the complaint. I would think that you would want to meet in person, as to keep to this investigation moving, providing you with the opportunity to explain (in depth) your complaint. E-mail and phone calls create barriers that can be overcome through face to face communication. Captain Gregg is aware and will not be attending. Please do not expect that I will be able to meet on Thursday. I have many other cases and need ample time to review my schedule, as well as coordinate a meeting room in the West Boca Substation. Once you are feeling better, let me know, and supply me with a few dates and times you are available, on a Tues, Wed., Thurs, or Friday.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, January 28, 2014 8:03 AM
To: Miller, Ryan W.; Gregg, Carol A
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

I have a dental appointment today from 9-11 to put in my upper teeth that were repaired, the process usually takes a day or two to recover from the headaches etc. associated with the process. I am still feeling ill from the flu that whole family has suffered this weekend but I am feeling much better from that. I will let you know but it will probably be Thursday. Also, I was wondering if Captain Carol Gregg has knowledge of our meeting and if she will be attending. I would also like some form of explanation as to why this meeting must be in person and not via telephone and why I cannot have representative counsel attend via phone, etc. I have already submitted most of the evidence necessary for us to discuss and so I am unclear why when this puts additional strain on me this must be conducted in this manner.

Eliot

From: Miller, Ryan W. [<mailto:MillerR@pbso.org>]
Sent: Tuesday, January 28, 2014 7:26 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

I received the message from your wife stating that you had to cancel this week's meeting. Please let me know when you are feeling better.

Thank you,

Det. Ryan Miller

From: Miller, Ryan W.
Sent: Thursday, January 23, 2014 2:04 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Bernstein

Ok, confirmed!

Date & time: Wednesday, Jan. 29, 2014 @ 10:00 am
Location: PBSO, West Boca Sub-station (same as before)

Thanks

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Thursday, January 23, 2014 12:17 PM
To: Miller, Ryan W.
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
Subject: RE: Eliot Bernstein

Thanks, here are a few times, let me know. Also, does Captain Gregg know about this meeting and will she be attending?

Tuesday at 11:00am, have court before this at 8:45am
Wed at 10:00am works good.

Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Thursday, January 23, 2014 10:54 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

Please provide me a FEW dates and times to choose from, so that I can coordinate things. They will need to be on a Tuesday, Wednesday, Thursday, or Friday.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077

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

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, January 23, 2014 10:44 AM
To: Miller, Ryan W.
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

Thank you for understanding, I too am feeling a bit of this bug, can we schedule for Monday at say 10:30am at Boca station. Thanks, Eliot

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

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Thursday, January 23, 2014 9:52 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

Sorry to hear that your son is ill. Please let me know a few dates and times you are available to meet (reschedule) , so that I can coordinate things accordingly.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077

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

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

Sent: Thursday, January 23, 2014 7:03 AM

To: Miller, Ryan W.

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Andrew R. Dietz @ Rock It Cargo USA

Subject: RE: Eliot Bernstein

That will not work for me, I have to be back in Boca after court and then I was coming to see you. Can you please identify who will be at this meeting and if I can call in other parties who are waiting to know. Thanks.
Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
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-----Original Message-----

From: Miller, Ryan W. [<mailto:MillerR@pbso.org>]
Sent: Thursday, January 23, 2014 6:53 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

since you will be east off 95 you can always just come to our office off 95 and southern. Then we do not have to drive down to wesly Boca hoping you get out on time. Let me know what works.

Det. Ryan Miller

Eliot Ivan Bernstein <iviewit@iviewit.tv> wrote:

Hi Detective Miller - I was just inundated with new filings slipped in at about 5pm for the hearing tomorrow from all the counsel and pr's resigning.

Thus, I may be in court longer than was originally expected and we can either postpone or I can keep you updated tomorrow on the fly. Let me know.

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
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iviewit@iviewit.tv<<mailto:iviewit@iviewit.tv>>
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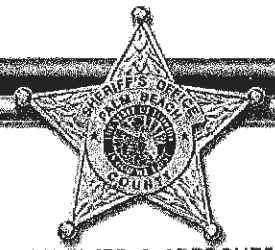
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**PALM BEACH COUNTY
SHERIFF'S OFFICE**

RIC L. BRADSHAW, SHERIFF



REVIEWED & APPROVED

JAN 31 2014

CAPTAIN MARK ALEXANDER



REVIEWED & APPROVED

JAN 31 2014

INTER-OFFICE MEMORANDUM

Division of Internal Affairs

TO: Captain Mark Alexander

DATE: January 28, 2014

FROM: Sergeant Sean Bozdech

FILE:

SUBJECT: Incident Review

REVIEWED & APPROVED

JAN 31 2014

LT. PETE PALENZUELA

On July 15, 2013, Mr. Eliot Bernstein filed a fraud report with the Palm Beach County Sheriff's Office. This incident was documented under PBSO case number 13-097087. According to the offense report completed by D/S Brian Longworth, Mr. Bernstein claimed several documents had been "forged" and filed at the South County Courthouse. These alleged "forged" documents involved the estates of Mr. Bernstein's deceased parents.

A short time after Mr. Bernstein's initial report, Detective Ryan Miller of the Financial Crimes Unit was assigned the case to conduct a follow up investigation regarding the allegations made. Detective Miller completed supplemental reports regarding information obtained throughout his investigation. Detective Miller determined several legal documents were legitimately signed by Mr. Bernstein, his siblings, and his father (prior to his passing). These documents were forwarded to the appropriate courts for proper filing, with the assistance of a legal firm hired by the family. After these documents were sent, the legal assistant who assisted the family in completing this was contacted and notified the documents needed to be notarized. Detective Miller spoke with the legal assistant who confessed she "traced" the signatures of Mr. Bernstein, his siblings, and his father so she could notarize them. During the interview, the legal assistant stated she never received any financial benefit. According to the legal assistant, this was a "poor decision." Detective Miller spoke with all of the affected parties (Mr. Bernstein and his siblings) and Mr. Bernstein was the only one who wanted to pursue the matter criminally, involving the legal assistant. Detective Miller established probable cause to charge the legal assistant with one count of Florida State Statute 843.0855 (3) (*Criminal actions under color of law or through use of simulated legal process*). Detective Miller completed the appropriate paperwork which was sent to the Palm Beach County State Attorney's Office. On or around October 9, 2013, the Palm Beach County State Attorney's Office charged the legal assistant with one (1) count for violating Florida State Statute 117.105 (*False or fraudulent acknowledgments- Notaries*).

On January 7, 2014, Mr. Bernstein sent an E-mail to Captain Gregg (SID) regarding the manner in which Detective Miller completed his reports and investigation. I reviewed Mr. Bernstein's email and he believes the legal assistant who was charged with violating Florida

State Statute 117.105 should have been charged with six (6) counts, instead of one (1) as there were six (6) signatures involved. Mr. Bernstein also feels the legal assistant should be charged with "forgery" instead.

After reviewing Mr. Bernstein's email, I spoke with Detective Miller who provided me copies of emails from Mr. Bernstein's siblings indicating they did not want to pursue the matter criminally involving the legal assistant. In one instance, Detective Miller did not receive any correspondence back and another instance involved Mr. Bernstein's now deceased father.

According to Florida State Statute 831.01 (Forgery), the person who commits the forgery must also receive some type of financial benefit. As determined by Detective Miller during his investigation, the legal assistant admitted to receiving no financial benefit from her action.

On January 28, 2014, I spoke with Mr. Bernstein via telephone. Mr. Bernstein explained to me that Detective Miller wanted to meet with him in person to discuss the additional information he allegedly had. Mr. Bernstein continued to tell me he asked Detective Miller to have his counsel present, which according to Mr. Bernstein, Detective Miller refused to allow. Mr. Bernstein then asked me if it was common practice to deny a "victim" the right to counsel during an interview. I explained to him each situation was different; however, I would try and determine if Detective Miller did in fact refuse his request, and if so, was there a particular reason for denying the request. I asked Mr. Bernstein to forward any correspondence to me which he had with Detective Miller regarding this.

Mr. Bernstein then told me he believed his father was "murdered" back in 2012, and said the "coroner" is reopening the file to prove his father was in fact poisoned. I explained to Mr. Bernstein if the Medical Examiner did in fact discover any possible criminal activity, they would contact our Violent Crimes Division for further criminal investigation.

After I spoke with Mr. Bernstein, I spoke with Detective Miller and asked him to forward any correspondence he had with Mr. Bernstein, specifically where he (Detective Miller), requested to meet with Mr. Bernstein in person.

I then received numerous emails from Mr. Bernstein regarding this matter which I reviewed. These emails are requests from Detective Miller to meet with Mr. Bernstein in person to discuss these matters further. Mr. Bernstein agrees to meet with him on several dates, and just prior to the meeting, Mr. Bernstein would cancel for one reason or another. Mr. Bernstein does ask Detective Miller if when a meeting occurs, if he (Mr. Bernstein) would be able to contact an attorney out of state, via telephone. Detective Miller explained to Mr. Bernstein that contacting someone via telephone during a victim interview would not be appropriate, and Detective Miller needed to get Mr. Bernstein's account of the situation. Detective Miller also explained to Mr. Bernstein he would not know for sure who was on the other end of the telephone, claiming to be an attorney. In the last email sent by Mr. Bernstein (dated January 28, 2014), he told Detective Miller that he has already given formal statements and interviews and again asks why he cannot have anyone present, specifically counsel, during the interview. Detective Miller responded to Mr. Bernstein explaining he has only met in person one time. He continues to explain there are times when a detective needs to meet with victims in person for clarification purposes. He continues to say that sending emails back in forth is not an effective mode of communication for this case.

After reviewing the emails between Detective Miller and Mr. Bernstein I reviewed the offense report involving Mr. Bernstein's deceased father. This incident was documented under PBSO case 12-121312. The original report stated Mr. Bernstein's father was taken to Delray

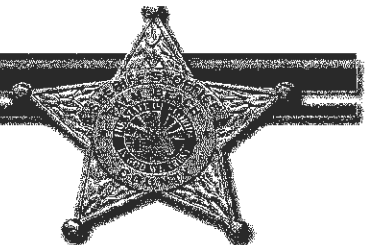
Community Hospital and questions were brought forward by the family regarding the death. According to the original report, the Palm Beach County Medical Examiner was notified and given the information. Detective Miller then completed a supplemental report which said the medical examiner ruled the manner of death for Mr. Bernstein's father was "natural" and the cause of death was listed as "myocardial infarct due to severe atherosclerosis." Detective Miller also stated in his supplemental report that the Bernstein family did not conduct a private autopsy as they originally said they would.

Based on the supplemental reports completed by Detective Miller, the correspondence from Mr. Bernstein's siblings, the information obtained in the Florida State Statute 831.01, and the fact the legal assistant was in fact charged with a felony regarding this matter, a preponderance of evidence does not exist to support the allegations regarding Palm Beach County Sheriff's Office Rule and Regulation X (A) Job Knowledge, and Rule and Regulation VII (12) Completion of Reports and Documents.

No further follow up is required at this time by the Division of Internal Affairs.

PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



February 5, 2014

Mr. Elliot Bernstein
2753 34 St NW
Boca Raton, FL 33434

RE: Complaint Case Number: IR14-025

Dear Mr. Bernstein,

The Palm Beach County Sheriff's Office has completed its investigation of your complaint filed on January 9, 2014. The investigation, and a review of all information failed to disclose sufficient evidence to clearly prove or disprove the complaint.

If you have additional information you believe should be considered, please contact the Division of Internal Affairs at 561-688-3035. If no additional information is received within 10 days, this case will be considered closed.

Thank you for bringing the matter to our attention.

Sincerely,

Division of Internal Affairs
Palm Beach County Sheriff's Office

sgt
file

Bozdech, Sean A.

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, January 28, 2014 12:18 PM
To: Bozdech, Sean A.
Subject: Possible conflict with Eliot and Det Miller.

In reflecting on our call and talking with advisors, it was learned that Det Miller and you have spoken regarding my complaint against him and I think in addition to the conflicts that may exist with his conversations with Judge Colin already, this conversation with you regarding the IA complaint will also prejudice him against me and I think the denial of counsel represents more problems on top of that. Also, after speaking with you it appears that you have come to the same conclusion that everyone else comes to after reading Det Miller's report that he was brought a case against Moran for Forgery and Fraud and he investigated it and arrested her and what more is to complain about. But that is not the case, I brought to Det Miller a host of other complaints and evidence regarding far more serious crimes and he stated he was investigating them all and all the other people complained of and then he attempted to state he reviewed everything and found nothing else and this prejudices my case as explained in the letters to Captain Gregg and Det Miller that I just sent you and that them to provide information regarding the specifics of what and who they investigated and what they were dismissing in this broad language he was using and no reply from either for months. In fact I see no evidence of any of the crimes alleged against the others being investigated by Det Miller at all and this concerns me further.

Please, I would like to request new investigators who are not conflicted with the past matters that can review the case and materials with me and respond to my written requests in detail first and then meet me if necessary. Please also note that all of the attorneys at law, Robert Spallina, Esq., Donald Tescher, Esq. and Mark Manceri, Esq. involved in the estates of my mother and father and the attorneys that were acting as Personal Reps/Executors have submitted papers to the court to withdraw. Finally, Robert Spallina has also been alleged in Federal Court Northern District Illinois of filing a fraudulent insurance claim while impersonating an Institutional Trust Company, an Institutional Trust Company Officer, Insurance Fraud and Fraud on the Estate Beneficiaries and I have provided some information to Det Miller already regarding these events and if you need more information I will be happy to provide it to you as well.

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
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Bozdech, Sean A.

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, January 28, 2014 11:26 AM
To: Bozdech, Sean A.
Subject: FW: Eliot Bernstein

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, January 28, 2014 11:25 AM
To: 'Miller, Ryan W.'
Cc: Captain Carol Gregg @ Palm Beach County Sheriff (greggc@pbso.org); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

Detective Miller,

I have met with you and given formal statements and interviews and provided ample evidence in person and at your request went and filed additional criminal complaints that I still have not heard back on for months now. I have submitted to you formal written requests for information regarding the old complaints and you refuse to reply in writing and instead demand to meet and I would feel much better meeting after you have answered all my questions in the two letters first and that subject matter I am not sure why I have to do face to face other than in writing and phone conversations. You are well aware that I am involved in several court cases nationwide currently that demand massive amounts of time and all relate to the larger crimes than forgery and fraud of Moran's six documents and that I am being further victimized by those I have already complained of in retaliation and these are the strains I refer to making it difficult for me to meet, other than when I have to come in to file new complaints, which I am doing as requested, as I stated I will do that, like I did with the Jewelry Theft case as I formulate them and put the evidence in place. Yet, that does not interfere with your answering my questions or reviewing the work done and new information in the initial complaint you started. A phone call to discuss these follow up matters is not unreasonable and I feel that your conversations with Judge Colin may have influenced your work and opinions of me and am uncomfortable meeting without representation and have been advised that this does not seem proper to deny a victim / complainant the right to counsel present. These are not unidentified people who I have asked to have present but people with intimate knowledge of the crimes, attorneys at law that have better legal/statutory aspects of the crimes I have complained of. I have requested them there as witness as well and for safety, as you know that I am taking on some very powerful and influential members of the Florida Supreme Court, The Florida Bar, Florida Law Enforcement and others in my other RICO and ANTITRUST related matters I have shared with you. You are also aware that I am complaining of possible interference with my PBSO complaints that and so I hope you understand my concerns in this regard.

I am more than happy to meet telephonically or with others present to present my case information in more detail. I have asked why it has to be in person, without representation when I am already uncomfortable and why I am being denied counsel present and if there are any procedural rules that demand things be done and conducted in the manner you propose. I do want to keep the investigation moving but I do not see my requests being a reason to stop them and why we cannot meet on the phone when necessary and in person when I can and when it can be done to meet our schedules and new complaints have to be filed. I am not sure why emails and attachments are not conducive and why you have stated you do not read them and this also makes me uncomfortable.

Please let me know if we can start with a phone call to go over my letters to you that you will not respond to in writing and then determine if I need to come back to meet after we get through that first. I am not sure there is other evidence I need to provide in that regard but I think you already have everything for those complaints.

Thank you,

Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Tuesday, January 28, 2014 10:15 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

This is an open investigation and a very serious matter. You have made claims/allegations that crimes have taken place. To give this investigation the most thorough review, we will need to meet in person and go over everything. I will need you to provide me with a statement, including everything that you know (firsthand) about this case. You are a potential victim/witness, so this needs to be your account of events that occurred. An open case is considered confidential, therefore, an unknown person at the end of a phone is not good for the case. Also, I need your statement (understanding), not theirs. I investigate crimes, not civil complaints. Your e-mails and attachments are not an efficient way of conducting an investigation. They have seemed to only create confusion and miscommunication. I do not understand what strain there is, when you are the one who made the complaint. I would think that you would want to meet in person, as to keep to this investigation moving, providing you with the opportunity to explain (in depth) your complaint. E-mail and phone calls create barriers that can be overcome through face to face communication. Captain Gregg is aware and will not be attending. Please do not expect that I will be able to meet on Thursday. I have many other cases and need ample time to review my schedule, as well as coordinate a meeting room in the West Boca Substation. Once you are feeling better, let me know, and supply me with a few dates and times you are available, on a Tues, Wed., Thurs, or Friday.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, January 28, 2014 8:03 AM
To: Miller, Ryan W.; Gregg, Carol A
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

I have a dental appointment today from 9-11 to put in my upper teeth that were repaired, the process usually takes a day or two to recover from the headaches etc. associated with the process. I am still feeling ill from the flu that whole family has suffered this weekend but I am feeling much better from that. I will let you know but it will probably be Thursday. Also, I was wondering if Captain Carol Gregg has knowledge of our meeting and if she will be attending. I would also like some form of explanation as to why this meeting must be in person and not via telephone and why I cannot have representative counsel attend via phone, etc. I have already submitted most of the evidence necessary for us to discuss and so I am unclear why when this puts additional strain on me this must be conducted in this manner.

Eliot

From: Miller, Ryan W. [<mailto:MillerR@pbso.org>]
Sent: Tuesday, January 28, 2014 7:26 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

I received the message from your wife stating that you had to cancel this week's meeting. Please let me know when you are feeling better.

Thank you,

Det. Ryan Miller

From: Miller, Ryan W.
Sent: Thursday, January 23, 2014 2:04 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Bernstein

Ok, confirmed!

Date & time: Wednesday, Jan. 29, 2014 @ 10:00 am
Location: PBSO, West Boca Sub-station (same as before)

Thanks

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Thursday, January 23, 2014 12:17 PM
To: Miller, Ryan W.
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
Subject: RE: Eliot Bernstein

Thanks, here are a few times, let me know. Also, does Captain Gregg know about this meeting and will she be attending?

Tuesday at 11:00am, have court before this at 8:45am
Wed at 10:00am works good.

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From: Miller, Ryan W. [<mailto:MillerR@pbso.org>]
Sent: Thursday, January 23, 2014 10:54 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

Please provide me a FEW dates and times to choose from, so that I can coordinate things. They will need to be on a Tuesday, Wednesday, Thursday, or Friday.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077

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Sent: Thursday, January 23, 2014 10:44 AM
To: Miller, Ryan W.
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

Thank you for understanding, I too am feeling a bit of this bug, can we schedule for Monday at say 10:30am at Boca station. Thanks, Eliot

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

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Thursday, January 23, 2014 9:52 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

Mr. Bernstein,

Sorry to hear that your son is ill. Please let me know a few dates and times you are available to meet (reschedule) , so that I can coordinate things accordingly.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
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Subject: RE: Eliot Bernstein

That will not work for me, I have to be back in Boca after court and then I was coming to see you. Can you please identify who will be at this meeting and if I can call in other parties who are waiting to know. Thanks.
Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
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-----Original Message-----

From: Miller, Ryan W. [mailto:MillerR@pbs.org]
Sent: Thursday, January 23, 2014 6:53 AM
To: Eliot Ivan Bernstein
Subject: RE: Eliot Bernstein

since you will be east off 95 you can always just come to our office off 95 and southern. Then we do not have to drive down to wesly Boca hoping you get out on time. Let me know what works.

Det. Ryan Miller

Eliot Ivan Bernstein <iviewit@iviewit.tv> wrote:

Hi Detective Miller - I was just inundated with new filings slipped in at about 5pm for the hearing tomorrow from all the counsel and pr's resigning.

Thus, I may be in court longer than was originally expected and we can either postpone or I can keep you updated tomorrow on the fly. Let me know.

Eliot

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. - DL

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

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Bozdech, Sean A.

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, January 28, 2014 10:46 AM
To: Bozdech, Sean A.
Subject: FW: Meeting / Thursday / 1-23-14

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Thursday, January 23, 2014 7:34 AM
To: Eliot Ivan Bernstein (iviewit@iviewit.tv)
Subject: FW: Meeting / Thursday / 1-23-14

This was sent yesterday.

From: Miller, Ryan W.
Sent: Wednesday, January 22, 2014 11:32 AM
To: 'Eliot Ivan Bernstein'
Subject: RE: Meeting / Thursday / 1-23-14

Sgt. Groover and I will be attending. Please bring all documentation relating to this that you have. Sorry, no conference calls. Please call me at 688-4077 if you need too.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, January 22, 2014 11:26 AM
To: Miller, Ryan W.
Subject: RE: Meeting / Thursday / 1-23-14

Hi Det Miller, who will be attending the meeting and do we have the capability to conference in an out of state attorney? Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]
Sent: Tuesday, January 21, 2014 10:19 AM
To: Eliot Ivan Bernstein
Subject: RE: Meeting / Thursday / 1-23-14

Mr. Bernstein,

So, 10:30 it is, at the West Boca Substation on 1/23/14, which is where we met before.

- 1) Please notify me if you are **not** going to make it.
- 2) Please bring with you, evidence specific to any crime you may have uncovered or came across, so that we can address any & all concerns that you may have.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)

Desk: 561-688-4077
Cell: 561-389-8655

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, January 21, 2014 10:06 AM
To: Miller, Ryan W.
Subject: RE: Meeting / Thursday / 1-23-14

Hi Det Miller,

I have court Thursday morning at 8:30am for Mark Manceri's withdrawal as counsel in my parents' estates but I am free after that, probably around 10:30-11am. Does that work for you? Eliot

From: Miller, Ryan W. [<mailto:MillerR@pbso.org>]
Sent: Tuesday, January 21, 2014 8:39 AM
To: Elliot Ivan Bernstein (iviewit@iviewit.tv)
Subject: Meeting / Thursday / 1-23-14

Mr. Bernstein,

I would like to meet with you Thursday (1-23-14) morning at the PBSO, West Boca Sub-station. Are you able to meet that morning?

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

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Sent: Tuesday, January 28, 2014 8:03 AM
To: Miller, Ryan W.; Gregg, Carol A
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Eliot Bernstein

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Det. Ryan Miller

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Sent: Thursday, January 23, 2014 2:04 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Bernstein

Ok, confirmed!

Date & time: Wednesday, Jan. 29, 2014 @ 10:00 am
Location: PBSO, West Boca Sub-station (same as before)

Thanks

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
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Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.
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Eliot I. Bernstein

Inventor

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To: Eliot Ivan Bernstein

Subject: RE: Eliot Bernstein

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Thus, I may be in court longer than was originally expected and we can either postpone or I can keep you updated tomorrow on the fly. Let me know.

Eliot

Eliot I. Bernstein

Inventor

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Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 2:17 PM
To: Bozdech, Sean A.
Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Next e-mail acknowledging sisters don't want to prosecute.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, September 12, 2013 4:14 PM
To: Miller, Ryan W.
Cc: Carollne Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Det Miller, in furtherance of my email below, I admit to making a slight math error in the number of people that would be claiming that the forged and fraudulent documents were now ok by them and signing whatever waiver Tescher & Spallina, P.A. has prepared for them in efforts to now cover up for his law firms criminal acts of forgery and fraud, notary public fraud, fraud on a court and possibly mail and wire fraud. I stated below that 4/5 of the parties (Ted, Pam, Jill and Lisa) were onboard together in claiming that they had previously agreed to the terms of that original waiver and were therefore ok with it being later forged and fraudulently submitted in their names to the Probate court, as they claim it wouldn't change anything. However, the number should be 4/6 of the parties to the forged and fraudulent waivers agree on the terms that they signed in the previously forged and fraudulent waivers and were therefore ok with the forgery and fraud going forward, yet, I am fairly certain that my father will not be signing the new waiver Tescher and Spallina have prepared claiming everyone but myself is ok with their prior crimes, unless perhaps they will again sign and notarize my father's name after his death as with his prior waiver. Without my father's agreement and consent currently that,

1. the prior forged and fraudulent document is ok by him,
2. he is waiving his rights to seek prosecution for the felony crimes committed against him after his death by forging his name,
3. he is signing the new waiver Spallina and Tescher have prepared for Ted, Pam, Jill and Lisa to sign vindicating them in their criminal actions and Moran's,
4. the distribution scheme changing the beneficiaries that was proposed was final and agreed to by all six parties, and,
5. the changes to the estate were filed and signed properly despite their lacking proper notarization evidencing that he appeared before the notary and certain documents were forged after his death,

as is apparently being alleged by the other 4/6 parties, we cannot be sure my father would now be ok with any of these new claims as he is no longer with us for almost a year to the day. Therefore, my father will not be able to give his signature, consent, approval and acknowledgement of any proposed new waiver or confirmation of any supposed oral agreements made in the past to get the waivers originally. I have alleged that with the admission of notary forgery and fraud in the estate pertaining to my father's signature on his original waiver, signed after his death, that I am still uncertain if my father ever signed any of the documents in the estate while he was alive, including but not limited to, his improperly notarized and witnessed Will and Amended Trust on file, which the notarizations all fail to state if he appeared before the notary when signing, which will most likely invalidate the near deathbed changes entirely. The new attempt to cover up this matter by the parties attempting to make these claims through signing new waivers and claiming that everyone but me is onboard, when only 4/6 appear to be, calls for further need for a full and formal investigation into the felony crimes admitted to by Tescher & Spallina P.A. and Moran with the six waivers and those

alleged in Petition 1-7 below. Without the main party, my father's consent to any proposed new waiver and verification that he actually signed any alleged agreed changes this plan seems an exercise in futility to me. The same questions about forgery and fraud will also have to next be addressed again in regard to the newly discovered improperly notarized documents on file in both my parents estates that were not a part of the original complaint with the Florida Governor's office regarding the Notary Forgery and Fraud, which all documents now become suspect where Tescher & Spallina, P.A. and Moran are involved after admitting felony acts, as it appears a pattern and practice is emerging regarding the validity of these major beneficiary changing documents in the estates and how they are being used in the other financial and other crimes alleged in Petitions 1-7 below. Eliot

Det Miller, I just spoke with Lisa and Jill, my sisters, who claimed to have spoken with you. Based on their statements to me, it appears that they now may be aiding and abetting the criminal fraud and forgery admitted to by Tescher & Spallina, P.A., through their legal assistant/notary Moran, where they are wholly responsible for her acts for the law firm under Florida law, in efforts to cover up the crimes admitted to. My sisters both told me that they were ok with the fraudulent and forged documents and stated so to you and did not want to press charges against the law firm or Moran. The reason I further believe they may not only be aiding and abetting but actually participating in further fraud, is due to the Response by Ted (my brother) and Adam Simon, Esq. (my sister Pam's brother in law) to Jackson National Insurance Company's counter complaint against them in the Northern District of Illinois, whereby they claim that "4/5" of Simon's children (Ted, Pam, Jill and Lisa) are claiming that the beneficiaries of a large life insurance policy are believed by them, to be them, despite the carriers contention that the death benefit claim is deficient and the beneficiary may not even "exist." I have been added by Jackson as a Defendant in that Federal case and my response is due shortly and I will send you a copy when completed. After reading that in the pleadings and hearing their statements today that the forgery of documents was ok with them, I believe that they too may be participating in the alleged frauds taking place, as outlined in the Petitions 1-7 below and therefore may have much to lose with an investigation by your offices. Until these events I was not certain where they stood in relation to the frauds but this appears to put them on the side of Ted and Pam who have already been alleged to be committing a variety of frauds with Tescher and Spallina.

As you may not be aware, in the creditor claim of Stansbury v. Ted Bernstein in my father's estate, my brother Ted is also being alleged there to be signing checks fraudulently and converting the monies to himself and more. As these family members are the same 4/5 that were boycotting my father with all their children for over a year prior to his death and Ted and Pam are alleged to have been pressuring my father to make the near deathbed estates changes, I am not at all surprised at their claims that criminal forgery and fraud is ok. It should be noted that they may also have been upset that even after Simon had allegedly made the changes to his estate (as the Will and Amended Trust are also improperly notarized and may not hold up as legal) they were still excluded from the estate, as he allegedly elected their children as beneficiaries and not them. Thus, all these efforts may be additionally to fraudulently convert monies from the grandchildren to the children and in Ted and Pam's instance their children are adults already and thus again they are wholly excluded unless successful in these alleged crimes which inure them benefits directly. They also both claimed that nothing changed with the forged and fraudulent documents in the outcome of the distributions of the estates, which is wholly false, as beneficial interests and beneficiaries change entirely if the document is rescinded in the end as fraudulent and even if that document were to survive, it is doubtful the Will of Simon and his Amended Trust will survive being legally deficient in notarization. If you have any questions please feel free to call.

i. May 6, 2013 EIB filed Docket #23 an "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE" ("Petition 1").

a. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and

b. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

ii. May 29, 2013, EIB filed Docket #28 "RENEWED EMERGENCY PETITION" ("Petition 2")

a. www.iviewit.tv/20130529RenewedEmergencyPetitionSimon.pdf

iii. June 26, 2013, EIB filed Docket #31 "MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT

DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER" ("Petition 3")

a. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseSimon.pdf

iv. July 15, 2013, EIB filed Docket #32 "MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS" ("Petition 4")

a. www.iviewit.tv/20130714MotionRespondPetitionSimon.pdf

v. July 24, 2013, EIB filed Docket #33 "MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more. ("Petition 5")

a. www.iviewit.tv/20130724SimonMotionRemovePR.pdf

vi. August 28, 2013, EIB filed Docket #TBD "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" ("Petition 6")

a. www.iviewit.tv/20130828MotionFamilyAllowanceShirley.pdf

vii. September 04, 2013, EIB filed Docket #TBD "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE. ("Petition 7")

a. www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf

Eliot

From: Miller, Ryan W. [mailto:MillerR@pbso.org]

Sent: Tuesday, September 10, 2013 9:25 AM

To: Eliot Ivan Bernstein

Subject: RE: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Eliot,

Do you have phone numbers for your siblings up north? They did not respond to my e-mail. Otherwise I will have to send them a contact letter via U.S. Mail. I need to speak with them before I can move forward on this case.

Thank you,

Det. Ryan Miller #7704

Palm Beach Co Sheriff's Office

Special Investigations Division

(Financial Crimes Unit)

Desk: 561-688-4077

Cell: 561-389-8655

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

Sent: Tuesday, September 10, 2013 8:52 AM

To: Miller, Ryan W.

Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

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

Sent: Tuesday, September 10, 2013 8:51 AM

To: Hunt Worth ~ President @ Oppenheimer Trust Company (Hunt.Worth@opco.com); Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)

Cc: Caroline Prochotska Rogers Esq. (caroline@cp Rogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA

Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Hunt, the attached documents regarding the alleged trusts you have sent today in two emails that you are operating under as fiduciary, appear to be incomplete and missing signatures and further in one instance improperly attested to. In certain instances, the trusts are not initialed on each page as intended. On a Notarized document submitted to the Probate Court with your name as the signor, the Notary did not complete the form properly, as appears a pattern and practice in documents involving the estates at this point, as you are aware. Please send over your complete files on these accounts as previously requested and please have all documents you sent verified and certified by Oppenheimer to be true and correct copies of what you have on file as previously requested. Finally, for future reference my wife Candice's name is spelled with an i not an a. Eliot

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

<http://www.iviewit.tv>

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From: Worth, Hunt [<mailto:Hunt.Worth@opco.com>]

Sent: Monday, September 9, 2013 2:03 PM

To: 'Eliot Bernstein (iviewit@gmail.com)'

Subject: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Mr. Bernstein:

Attached please find the June 18, 2010 Petitions by you and Mrs. Bernstein seeking to have Oppenheimer Trust Company Appointed as Successor Trustee.

Hunt Worth
Oppenheimer Trust Company
215-656-2815

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Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 2:08 PM
To: Bozdech, Sean A.
Subject: FW: Investigation / Documents

Importance: High

This is also an attempt to contact siblings.

From: Miller, Ryan W.
Sent: Thursday, September 05, 2013 2:50 PM
To: 'lisa.friedstein@gmail.com'; 'jilliantoni@gmail.com'; 'psimon@stpcorp.com'
Subject: Investigation / Documents
Importance: High

Greetings,

I am looking into a criminal case that was filed with the Palm Beach County Sheriff's Office by Eliot Bernstein. I would like to speak with you reference this case. You are not a target of this investigation, yet may be a witness. Could you please call me or reply with a phone number that I can reach you at? The case number to reference is 13-097087.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 1:31 PM
To: Bozdech, Sean A.
Subject: FW: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 502012CP004391XXXXSB

Me asking him for contact info & his first response.

From: Eliot Ivan Bernstein [mailto:iviewit@ivlewit.tv]
Sent: Thursday, September 05, 2013 2:45 PM
To: Miller, Ryan W.
Subject: RE: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 502012CP004391XXXXSB

Respondents sent US Mail, Fax and Email

Robert L. Spallina, Esq.
Teschler & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq.
Teschler & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Jill Marla Iantoni
2101 Magnolia Lane

Highland Park, IL 60035
jilliantoni@gmail.com
lantoni_jill@ne.bah.com

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

From: Miller, Ryan W. [<mailto:MillerR@pbso.org>]
Sent: Thursday, September 5, 2013 2:14 PM
To: Eliot Ivan Bernstein
Subject: RE: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 502012CP004391XXXXSB

Eliot,

Do you have contact information for Lisa, Pamela, Ted, and Jill? If so, can I please have that. I need to reach out to each of them.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Wednesday, September 04, 2013 2:49 PM
To: Miller, Ryan W.
Subject: FW: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 502012CP004391XXXXSB

Same motion basically as last but in my father's case.

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Wednesday, September 4, 2013 12:31 PM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com); Ted Bernstein; Pamela Beth Simon (psimon@stpcorp.com); Jill M. Iantoni (jilliantoni@gmail.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Lisa (lisa.friedstein@gmail.com); Lisa S. Friedstein (Lisa@friedsteins.com)
Subject: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 502012CP004391XXXXSB

Please accept the attached PDF file as service of the "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded, for a printable copy please visit the URL www.iviewit.tv/20130904MotionFreezeEstatesSimonDueToAdmittedNotaryFraud.pdf

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-34S9
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
<http://www.iviewit.tv>

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Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 1:33 PM
To: Bozdech, Sean A.
Subject: FW: Case # 13097087 - RE: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Me asking now for more info since I did not get responses to e-mails. This time I asked for phone numbers. His response.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, September 10, 2013 11:06 AM
To: Miller, Ryan W.
Subject: Case # 13097087 - RE: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Telephone numbers as requested.

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com
(561) 997-7008

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com
(561) 997-7008

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com
561-988-8984
866.395.8984
561-988-0833 (fax)

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

lisa@friedsteins.com
lisa.friedstein@gmail.com
847-877-4633

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com
iantoni_jill@ne.bah.com
847-831-4915
312-804-2318

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com
312-819-7474

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com
561-245-8588
561-886-7628

From: Miller, Ryan W. [<mailto:MillerR@pbso.org>]
Sent: Tuesday, September 10, 2013 9:25 AM
To: Eliot Ivan Bernstein
Subject: RE: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Eliot,

Do you have phone numbers for your siblings up north? They did not respond to my e-mail. Otherwise I will have to send them a contact letter via U.S. Mail. I need to speak with them before I can move forward on this case.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, September 10, 2013 8:52 AM
To: Miller, Ryan W.
Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

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

Sent: Tuesday, September 10, 2013 8:51 AM

To: Hunt Worth ~ President @ Oppenheimer Trust Company (Hunt.Worth@opco.com); Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)

Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA

Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Hunt, the attached documents regarding the alleged trusts you have sent today in two emails that you are operating under as fiduciary, appear to be incomplete and missing signatures and further in one instance improperly attested to. In certain instances, the trusts are not initialed on each page as intended. On a Notarized document submitted to the Probate Court with your name as the signor, the Notary did not complete the form properly, as appears a pattern and practice in documents involving the estates at this point, as you are aware. Please send over your complete files on these accounts as previously requested and please have all documents you sent verified and certified by Oppenheimer to be true and correct copies of what you have on file as previously requested. Finally, for future reference my wife Candice's name is spelled with an i not an a. Eliot

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

<http://www.iviewit.tv>

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From: Worth, Hunt [<mailto:Hunt.Worth@opco.com>]
Sent: Monday, September 9, 2013 2:03 PM
To: 'Eliot Bernstein (iviewit@gmail.com)'
Subject: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Mr. Bernstein:

Attached please find the June 18, 2010 Petitions by you and Mrs. Bernstein seeking to have Oppenheimer Trust Company Appointed as Successor Trustee.

Hunt Worth
Oppenheimer Trust Company
215-656-2815

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Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 1:38 PM
To: Bozdech, Sean A.
Subject: FW: Notarized Docs

From sister Lisa Friedstein.

From: Lisa Friedstein [<mailto:lisa.friedstein@gmail.com>]
Sent: Tuesday, September 10, 2013 6:29 PM
To: Miller, Ryan W.
Subject: Re: Notarized Docs

Yes, I do not wish to pursue a criminal investigation at this time.
Thank you,
Lisa Friedstein

Miller, Ryan W. wrote:

Lisa,

Per our conversation today, is it fair for me to say that you do not wish to pursue a criminal investigation referenc the notarized documents?

Thank you,

/Det. Ryan Miller #7704/

Palm Beach Co Sheriff's Office

Special Investigations Division

(Financial Crimes Unit)

*Desk:***561-688-4077***

*Cell: **561-389-8655***

Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 1:40 PM
To: Bozdech, Sean A.
Subject: FW: Shirley Bernstein Estate Docs

Sent this to other sister Jill, just after I spoke with her. She never responded back.

From: Miller, Ryan W.
Sent: Tuesday, September 10, 2013 4:34 PM
To: 'jilliantoni@gmail.com'
Subject: Shirley Bernstein Estate Docs

Jill,

Thank you for taking the time to speak with me today. Per our conversation, I am understanding it correctly, that you do not wish to pursue anything criminally against the notary at Tescher & Spallina for forging your name on the October 1, 2012 waiver?

Thanks,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 1:45 PM
To: Bozdech, Sean A.
Subject: FW: PBSO / Shirley Bernstein Estate

This is the only sibling I never spoke with. From what I understand, this is common for her. Her siblings told me she is very much into her career. I tried phone & e-mail.

From: Miller, Ryan W.
Sent: Wednesday, September 11, 2013 11:20 AM
To: 'psimon@stpcorp.com'
Subject: PBSO / Shirley Bernstein Estate

Greetings Ms. Simon,

I left a message on your work phone yesterday. Could you please call me when you get a chance? My numbers are listed below.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

Bozdech, Sean A.

From: Miller, Ryan W.
Sent: Thursday, January 09, 2014 1:47 PM
To: Bozdech, Sean A.
Subject: FW: Shirley Bernstein Estate Waiver / PBSO report

This brother is local. I ended up speaking with him in person. We played phone tag a bit, then I spoke to him the day I interviewed the suspect. I am checking to see if I recorded the conversation, but it was brief. D/S Mark Berey was present when I spoke with him.

From: Miller, Ryan W.
Sent: Wednesday, September 11, 2013 11:19 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Shirley Bernstein Estate Waiver / PBSO report

Greetings Mr. Bernstein,

I left a message on your work phone. Could you please call me when you get a chance? My numbers are listed below.

Thank you,

Det. Ryan Miller #7704
Palm Beach Co Sheriff's Office
Special Investigations Division
(Financial Crimes Unit)
Desk: 561-688-4077
Cell: 561-389-8655

Select Year: 2013

The 2013 Florida Statutes

[Title XLVI](#)
CRIMES

[Chapter 831](#)
FORGERY AND COUNTERFEITING

[View Entire Chapter](#)

831.01 Forgery.—Whoever falsely makes, alters, forges or counterfeits a public record, or a certificate, return or attestation of any clerk or register of a court, public register, notary public, town clerk or any public officer, in relation to a matter wherein such certificate, return or attestation may be received as a legal proof; or a charter, deed, will, testament, bond, or writing obligatory, letter of attorney, policy of insurance, bill of lading, bill of exchange or promissory note, or an order, acquittance, or discharge for money or other property, or an acceptance of a bill of exchange or promissory note for the payment of money, or any receipt for money, goods or other property, or any passage ticket, pass or other evidence of transportation issued by a common carrier, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

History.—s. 1, ch. 1637, 1868; RS 2479; s. 6, ch. 4702, 1899; GS 3359; RGS 5206; CGL 7324; s. 1, ch. 59-31; s. 1, ch. 61-98; s. 959, ch. 71-136; s. 32, ch. 73-334.

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Elliot I. Bernstein
Direct Dial: (561) 245-8588 (o)
(561) 886-7628 (e)

Sent Via Email:

Tuesday, January 7, 2014

Captain Carol Gregg
Palm Beach County Sheriff's Office
17901 US Highway 441
Boca Raton, FL 33498-6445

RE: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

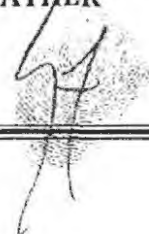
Dear Captain Gregg,

Captain Carol Gregg @ Palm Beach County Sheriff (greggc@pbso.org)

Dear Captain Gregg,

Thank you so much for your patience in listening to my complaints regarding the handling of the cases (13097087), (13097087) & (12121312) filed in 2013 and allowing me the opportunity to present you with supplemental information and evidence so that we ascertain if the PBSO Official Reports were handled correctly and determine if the information in them is factually correct and complete. This review should including review of the ALL the evidence and ALL the alleged crimes against ALL the alleged perpetrators and clearly explain who and what was investigated and what was not and why. I will provide a brief background on the cases first and you may note that there are two similar case numbers filed months apart and I am not sure how that happened but I am sure it can be easily rectified and am awaiting for a call back from PBSO to straighten that out. As these sophisticated financial crimes can be difficult to dissect, I will do my best herein to explain and unravel them and explain how the investigations may have missed key crimes that may lead to a gross miscarriage of justice.

I. COMPLAINT #1 CASE NUMBER 13097087 - FOR FORGERY, FRAUD, FRAUD ON A COURT, GRAND THEFT, REAL ESTATE FRAUD, FRAUD ON BENEFICIARIES OF THE ESTATE, PERJURY, FALSE OFFICIAL STATEMENTS AND MORE IN REGARDS TO THE ESTATES OF MY MOTHER AND FATHER



Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

This case was filed and partially involved a series of alleged, and in some instances now proven, FORGED AND FRAUDULENT documents. The documents were used to Seize Dominion and Control of the Estates of my parents and then begin a series of crimes to loot the Estates of an amount estimated to be about \$40 Million Dollars¹ by members of my family and the Attorneys at Law who did the estate plans of my parents.

1. THE CRIMES OF FORGERY AND FRAUDULENT NOTARIZATIONS ADMITTED TO BY KIMBERLY MORAN.

Within the series of hundreds of documentary evidence submitted to PBSO were six documents, alleged Waivers done in my siblings and my father's names that later were learned to have been WHOLLY created through FORGERY and then a FRAUDULENT NOTARIZATION was affixed to the FORGED documents. One of these documents was FORGED and FRAUDULENTLY NOTARIZED for my Father POST MORTEM and one was done for me without my knowledge or consent.

Arrest has been made of a one Kimberly Moran in this case for these six documents, for six separate people that were FORGED and FRAUDULENTLY NOTARIZED and she has Admitted FORGING THEM and FRAUDULENTLY NOTARIZING them as noted in the PBSO Report. However, despite this proof of Forgery and Fraud, Detective Miller recommend only to the State Attorney she be charged with one count of violation 843 0855 3. Despite my siblings stating to PBSO that they are OK with their names being FORGED and FRAUDULENT NOTARIZATIONS affixed to documents for them and their deceased Father, these are still 4 more counts of FORGERY and FRAUDULENT NOTARIZATIONS Moran should be charged with that Detective Miller was fully aware of and chose to selectively prosecute. Finally, I am sure Detective Miller did not get a statement from my Father, whose name was also FORGED and a Waiver FRAUDULENTLY NOTARIZED POST MORTEM for him. Unlike some of his children who find this OK by them, my Father would have not given consent or approved of a document FORGED and FRAUDULENTLY NOTARIZED in his name that was used in his beloved wife's estate and used to fraudulently change he and his wife's last wishes illegally.

Therefore, for this small crime in the larger criminal acts alleged, Moran should be charged with at minimum two counts of Forgery and Fraudulently Notarizing documents, one count for my father and one count for myself. If the State Attorney ("SA") wants to reduce the charges that is OK but Detective Miller must put down in his

¹ The reason the amounts are estimated is due to the fact that Beneficiaries and Interested Parties have been denied the financial information legally owed to them by the Fiduciaries of the Estates, which are those that were complained about in the Report.

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

report all the crimes he was aware of, as he incorrectly states he was unaware of any other crimes but those he charged against Moran. Despite what my siblings said about these crimes being OK by them as indicated in the report and that the documents FORGED and FRAUDULENT in their Father's name that was illegally used to close their Mother's Estate were OK by them, this does not negate the fact that these were criminal acts that Det Miller was cognizant of.

Moran nonetheless should be charged with all six counts of FORGERY and FRAUD that she ADMITTED to PBSO committing. My siblings, who may have all been disinherited at the end by my Father for their torturous treatment of him in the end, as described in my complaint and the evidence submitted, and more specifically two of them who had been disinherited for years, Theodore and Pamela, were trying to force my Father to change his Beneficiaries to include them back into the Estates in the final days before he died. In fact, it should have sent up RED FLAGS that anyone would be OK with FORGED and FRAUDULENT documents done in their names and their deceased Father's name and additional investigation should have been warranted for the suspect statements they made to PBSO trying to exculpate Moran from her crimes that directly benefit them and they may be involved in.

It should be noted that Spallina made false statements to Det. Miller as evidenced in his report, regarding when he knew about the crimes and this has been explained in my attached Letter dated December 03, 2013 to Det. Miller. This shows that Spallina knew about the crimes far earlier than he stated to Det. Miller, and was fully aware of the crimes when he was served Court documents by me that exhibited the Forged and Fraudulent documents in May 2013. Yet, Spallina, my brother and sisters did nothing once they knew of the crimes to report them or Moran to the Courts or Authorities until the day of the September 13, 2013 hearing, when Spallina partially confessed in Court, claiming he was "involved" in the crimes to the Judge as the Attorney. Further, Spallina perjured himself attempting to claim the documents were not Forged to a sitting Judge, Martin Colin and did not admit to that in Court, instead further continuing the Fraud. I also gave Det. Miller a listing of the false statements made in that official proceeding, which also showed Spallina lying and concealing from Judge Colin that Moran's documents were FORGED. Judge Colin even stated that if someone was to prove FORGERY had taken place in the documents it would change everything and that is why getting the counts against Moran of Forgery is important but also charging Spallina for continuing the Fraud in the Court by false official statements is also important. Some of those false statements from the hearing can be found @ www.iviewit.tv/20131010MotionCompelFreezeYouHaveTheRighttoRemainSilent.pdf. Detective Miller also thought last week when we spoke that he had charged Moran with Forgery and when I read him the code he charged her with he was surprised to learn that it did not mention FORGERY.

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Moran's crimes do not end with the six documents and in the attached Letter dated December 03, 2013 to Detective Miller clear evidence of Perjury and False Official Statements made in three separate official proceedings by Moran is evidenced therein. Three conflicting statements to how and why she did the crimes and where her statements directly influenced his Report unchallenged, as he apparently took her story at face value as to why and how she did the crimes. None of the perjured and false statements were investigated or mentioned in his report, despite the factual and irrefutable evidence of these crimes that was provided to him after reading his report and discovering the conflicting claims made under oath. Evidence submitted to Detective Miller of several other ongoing crimes appears to have been possibly wholly overlooked and in conversation with him last week, he stated he did not read many of the emails I sent to him as part of his investigation. This would presume that he did not review the corresponding evidence attached to each email and yet in his report he states the exact opposite, that he had read all the emails and reviewed several hundred documents and found no other crimes.

2. THE CRIMES ALLEGED AGAINST SPALLINA, TESCHER, MY BROTHER THEODORE AND OTHERS

The FORGED and FRAUDULENT Waivers and OTHER documents then were posited and filed with the Del Ray Beach Probate Court by Attorneys at Law, Robert Spallina, Esq. and Donald Tescher, Esq., of the law firm Tescher & Spallina, P.A., as part of a larger Fraud on the Court and true and proper Beneficiaries to seize Dominion and Control of the Estates. Combined with Moran's documents they were all used to illegally seize Dominion and Control of both my Mother and Father's Estates by giving within them fiduciary controls to Tescher, Spallina and my brother over the Estates. Using this series of documents, some done by Moran and some done by others, the Estate of my Deceased Mother was closed illegally by my Deceased Father, as if he were alive and serving the documents on the Court as the Personal Representative/Executor when he was factually dead at the time. These documents filed with the Court occurred during the period of September 13, 2012 (his DOD) to January 03, 2013 four months after he was dead. These documents were all filed for him POST MORTEM with the Court, as if he were alive and in some of them he is giving sworn statements in the present under penalty of perjury, as the acting (while dead) Personal Representative/Executor at the time. These documents were posited with the Court by Tescher and Spallina illegally for him while dead and knowingly fail to notify the Court he was dead and elect Successors and this represents a whole host of additional and separate Felony Crimes, above and beyond those of Moran that Detective Miller had Prima Facie evidence of. The documents filed for my deceased Father as if he were alive and serving as the Personal Representative/Executor include but are not limited to, the following:

OFFICIAL DOCUMENTS FILED WITH THE COURT AND ACTS DONE

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245.8588 (o) / (561) 886.7628 (e) / (561) 245-8644 (f)
iviewit@iviewit.tv - www.iviewit.tv

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

**WHILE SIMON "SERVED" ILLEGALLY AS PERSONAL REPRESENTATIVE
WHILE DEAD²**

- On 24-Oct-2012, Simon while deceased acted as Personal Representative and filed an AFFIDAVIT/STATEMENT RE: CREDITORS, filed by Tescher and Spallina as if Simon were alive and submitting the document as an Affidavit on this date of October 24, 2012. Petitioner alleges that this document is FORGED and FRAUDULENT. This document was alleged signed on April 09, 2012 and not deposited with the Court until October 24, 2012, after his date of death. Spallina files the document for a dead Personal Representative Simon, knowing he was dead at the time he was making the statements to the court and that Simon could not serve anything legally at this time. Further, as was learned in the September 13, 2013 Hearing, Spallina and Tescher failed to notify the Court that Simon was dead and could no longer "serve" as Personal Representative and that this was done with intent and scienter as part of the larger fraud being committed.
- On 24-Oct-2012, Simon while deceased acted as Personal Representative and filed a PETITION FOR DISCHARGE, filed by Tescher and Spallina as if Simon were alive and submitting the Petition on this date alive and in the present. Where almost all of the alleged statements made by Simon under penalty of perjury in this Petition are false no matter what date it was signed or filed. The perjured statements by Simon in this document make it further suspect on the date the document is allegedly signed on April 09, 2012, months prior to positing it with the Court on October 24, 2013 when Simon was already dead. Petitioner alleges this document is Forged and Fraudulent, as there are many problems with the voracity and factual accuracy of the statements made by Simon in the Petition, as virtually every statement made under penalty of perjury on that date of April 09, 2012 when he allegedly signed the document are proven untrue. One instance of these alleged perjurious statements is that Simon allegedly claims in the Petition that he has all the Waivers for the Beneficiaries and Interested Parties, yet his daughter Jill Iantoni ("Iantoni") did not sign and return a Waiver until October 2012 after Simon was dead. How therefore could Simon claim in April 2012 that

² That this listing of items was filed in previous pleadings was filed with incorrect information in the list as to who filed the documents and more and this was due to Petitioner only learning of the Fraud on the Court and these documents in the September 13, 2013 hearing when they were exposed by Your Honor. Thus, Petitioner based information off the docket but upon getting and examining the documents it was learned that some of the prior statements were wrong and have been corrected herein after review of the documents and therefore any reference prior to this list should be replaced with this Amended version.

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

he had all the Waivers at any time when he was alive, as lantoni never returned hers while my father was alive? At no time while living did Simon have all the Waivers and this document appears wholly Forged and Fraudulent or Simon was committing major perjuries in his sworn, under penalty of perjury, claims in the estate documents of his beloved wife's estate. Spallina and Tescher knew Simon never had all the Waivers while alive, as Spallina after he was deceased was desperately concerned that lantoni had not sent her Waiver and the Estate of Shirley was never closed prior to Simon's death. Yet, despite knowing the statements contained therein were false, Spallina filed this perjurious Petition for Discharge with the Court, for Simon as Personal Representative when he knew he was dead.

- On 24-Oct-2012, Simon while deceased acted as Personal Representative and allegedly filed a WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE, allegedly filed by Simon on October 24, 2012 POST MORTEM with the Court, again acting as Personal Representative while factually dead. It is alleged that this is a FORGED and Fraudulent document created Post Mortem for Simon and was never filed and docketed with Judge Colin's court while Simon was alive, as this document filed Post Mortem was rejected as it lacked a NOTARIZATION per this Court's rules. Simon, filed all six Waivers on this date as if alive and serving as Personal Representative.
- On 24-Oct-2012, Simon while deceased acted as Personal Representative and filed a NON-TAX CERT /RECEIPT/AFFIDAVIT of No Florida Estate Tax Due filed by Tescher and Spallina as if Simon were alive and acting as Personal Representative while deceased. Again, this document is posited with the Court by Simon acting as Personal Representative on Oct 24, 2012 POST MORTEM. That this may in fact be evidence of Tax fraud as it was then filed with The Florida Department of Revenue by Tescher and Spallina, which may be evidence of Mail and Wire Fraud as well.
- On 24-Oct-2012, Simon while deceased acted as Personal Representative and filed a PROBATE CHECKLIST and allegedly this Closing Document is Dated Feb 15, 2012 but not filed until October 24, 2012 when again Simon is still dead. The document is filed by Spallina and docketed with Simon listed as Personal Representative on the date the document was filed with the Court on October 24, 2012 when Simon was dead, yet it was signed and filed by Spallina with Simon

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listed as acting Personal Representative. This PROBATE CHECKLIST closing document is dated February 15, 2012 almost a year before it was used to close the Estate on January 03, 2013, yet it is not docketed by the Court until October 24, 2012. Further, this Checklist done in February 2012, filed on October 24, 2012 and used to close the Estate almost a year later in January 2013 is void as it is not a properly completed Checklist at the time it was filed on October 24, 2012 as required by Probate Rules and Statutes. The Checklist is wholly missing docketed items filed from October 24, 2013 forward and therefore the Petition to Discharge filed October 24, 2013 and according to FL Probate Rules and Statutes shall not be reviewed by the Court. This was an intentionally incomplete Checklist, which purposely hid the Waiver documents filed and other fraudulently filed documents from the Court and the Beneficiaries. All documents filed with the Court are required to be on the closing Checklist used to close the Estate in January 2013. Further, Spallina, knew no successors PR's were elected to the Estate and that Letters were not issued to a successor personal representative after Simon's death. Therefore, Spallina signing and filing the document as Attorney for my father in this document were done knowingly for a dead Personal Representative/Executor as Spallina listed Simon as the PR on this Checklist he filed with the Court on October 24, 2012. All the while Spallina and Tescher failing to notify the Court their client was dead on this date and therefore could not be the Personal Representative filing this document or the many others they filed POST MORTEM for him as if alive.

- On 19-Nov-2012, Simon while deceased acted as Personal Representative and filed an alleged replacement and BRAND NEW SIGNED AND NOTARIZED, WAIVERS OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE. **PROBLEM IS THAT MY FATHER'S WAS SIGNED FOR HIM THROUGH NOW PROVEN FORGERY AND THEN FRAUDULENTLY NOTARIZED FOR HIM AND ALL DONE POST MORTEM AND ON A WHOLLY CREATED FROM WHOLE CLOTH DOCUMENT DONE BY MORAN.** That this was a NEW Waiver filed again by Simon acting as Personal Representative while dead to replace the Waiver that was filed with the Court on October 24, 2012 when he was dead and which was rejected on November 06, 2012 by the Court. The New and Improved Waivers then amazingly were notarized in November 2013 for Simon while he was still dead. Yet the Notary

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
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iviewit@iviewit.com www.iviewit.com

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Moran pre dated her Notary Statement to April 09, 2012 to match the prior document dated April 09, 2012, even though it was alleged signed and notarized sometime in November 2012 after the Court sent it back demanding a new notarized Waiver from the deceased Simon and others. This new Waiver was Forged for and Fraudulent Notarized for a dead man and it uses dates in the past as if in the present and was filed with the Court for Simon illegally for him while acting as Personal Representative while dead. Simon filed five other WHOLLY FORGED AND FRAUDULENTLY NOTARIZED WAIVERS for his five children on this date while dead. ALL FORGED and FRAUDULENTLY NOTARIZED from scratch by Moran and filed by Tescher and Spallina for Simon acting as Personal Representative as if he were alive, now in November 2012 two months Post Mortem. Still Spallina and Tescher never notify the Court Simon was dead and legally elect a Successor Personal Representative to replace him and close the Estate legally.

- On 03-Jan-2013, Judge Colin signed an ORDER OF DISCHARGE that in part states, "On the Petition for Discharge of Simon Bernstein as personal representative [meaning according to Judge Colin in the September 13, 2013 hearing Simon in the present as alive on the date Judge Colin is signing the Order on January 03, 2013 when Simon was deceased] of the Estate of Shirley Bernstein, deceased." That the Order of Discharge's date is also scratched out on the document and changed from January 3, 2012 to January 3, 2013 and the handwritten change to the date has no marking or initials of who altered the document, which will need to be clarified through deposition of all those involved in the documents preparation and filing with the Court, including but not limited to, Judge Colin who approved the document and signed it.
- On 03-Jan-2013, Judge Martin Colin signed a FINAL DISPOSITION SHEET in part based in part on FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS to close the estate of Shirley, in part on a Checklist that was not proper, in part on a Petition for Discharge that fails, in part based on FORGED AND FRAUDULENT DOCUMENTS and more, which culminated in the Estate being reopened.

The crimes exposed in Court of using a dead person, my father, as if alive to commit a Fraud on the Court and Fraud on the Beneficiaries was committed by Tescher and Spallina and appears overlooked in Detective Miller's Official Report, when he makes the most damaging and factually incorrect statement that he saw no evidence of any other crimes than those he was recommending to the State Attorney against Moran.

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Det. Miller never mentions anything about investigating the main culprits who Moran worked for, Spallina and Tescher, who directly supervised her and who are wholly responsible actions under Florida law. Nor does he appear to have investigated Spallina and Tescher for any of the crimes alleged against them. Despite Moran's claims and Spallina's claims to Det Miller that she acted alone and which he took at face value apparently with no verification under deposition or other requisite fact checking of the guilty parties statements, despite his having evidence that Moran perjured her statements to three state investigatory agencies and none of this is put into his Report. The crimes of Fraud on the Court, Identity Theft of a Deceased Person and Fraud on the Beneficiaries, are wholly separate crimes than the crimes committed by Moran. Det. Miller had ample evidence that Spallina and Tescher had committed these crimes and yet he does not mention a word in his Report about these crimes and if Spallina and Tescher were investigated or anything. Therefore, before anything is swept under the rug as part of his investigation of Moran's limited crimes, I need to ascertain what Detective Miller investigated exactly and what crimes he is exonerating any party from, including but not limited to, those that were alleged against Tescher, Spallina, my brother Theodore and others involved. All of the other crimes alleged that Moran's documents partially enabled that I reported to Det. Miller and provided evidence for are wholly excluded from his Report, which myopically focuses only on Moran and the Forgeries and Fraudulent Notarizations she did and thus the Report misses the forest from the trees.

Moran is not the prime suspect I complained about and handled only a fraction of the documents used in the crimes alleged. Again, the documents are minor in the list of crimes that were further evidenced to Det. Miller and merely aided Tescher, Spallina and Theodore in illegally seizing Dominion and Control of the Estates to then commit a plethora of other crimes to loot the Estates of an estimated \$40,000,000.00 million dollars or so. Detective Miller states that he reviewed over 500 documents regarding the case and did not see other crimes. In regard to that statement I would like a report detailing each and every document he reviewed, all the evidence submitted that he tested for each alleged crime and the reason he dismissed each particular crime and who the suspects were that he is attempting to exonerate and from what crimes.

Det. Miller made it clear to me last week that he did not review all the evidence and emails I sent him and therefore we need to make sure each crime, each perpetrator of the alleged crime and the corresponding evidence were investigated before attempting to be dismissed in his blanket statement that he saw no evidence of other undefined crimes. Did he see no evidence of other crimes than those of Moran or is speaking to all the other crimes presented to him in his Report against the others involved? If so that will need to be made crystal clear in the review of his Report so as not to let others off the hook without investigating them and possibly obstruct justice against them or preclude future investigations interfering with my due process and procedure rights. The clarification in his Report is important before sentencing of Moran as the crimes presented to Det. Miller

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involve crimes of other more central conspirators, Tescher, Spallina and my brother Theodore, and this statement that he saw no other crimes could lead to a vindication for them as from his report they could infer they were exonerated and free from further investigations of the same matters. The false statement that no other crimes were seen by Det. Miller would be a gross miscarriage of Justice if allowed to prevail, as it is based on misleading and false statements in the Report, as further evidenced in my December 03, 2013 Letter attached herein.

In fact, when asked about the crimes of Fraud on the Court, Identity Theft of my Deceased Father and more and charging those involved he stated that he spoke to Judge Colin and that it would be up to him to file charges against them and if he did not, there was nothing he could do further. When I explained that despite what Judge Colin did with his evidence of Fraud on his Court, Fraud, Identity Theft and more that I still wanted to file Felony complaints for the crimes discovered in the hearings, as they were committed directly against my deceased Father and me by others, not Moran. Det. Miller stated he would not intake them and charge them and became rather hostile at me, reiterating that only the Judge could do this as he had basically superpowers and his hands were now tied. When I stated that if the Judge failed for any reason to report the crimes, I wanted him to have PBSO counsel state that I would not lose my possible rights to pursue them through a loss of my Statutes of Limitations for failing to file timely and Detective Miller failed to have counsel answer my request and has left these crimes completely out of his Report. It appears the suspects were not investigated for these crimes and that Judge Colin has not reported the crimes he has knowledge of and I would like a response to these questions I raised in writing as requested so as not to have justice obstructed and my rights further interfered with. Factually, Det Miller did not enter any of these crimes into his Report, even as a footnote, or anything regarding his calls with Judge Colin and it appears he investigated none of it and again we must clarify the who and what he investigated and what he did not.

In an Order by Judge Colin he stated that he would not be reviewing documents "SERVED" by my father while he was legally acting as Personal Representative and served them on the Court while alive. At the time of the Order, I had not complained of any of those documents, as I too thought they were filed legally by my father while alive³. However, Judge Colin DID NOT exclude the documents that my Father DID NOT "SERVE" while he was alive, which were illegally filed for him as if he were alive by Attorneys at Law Tescher & Spallina, who knew at the time my Father was dead and therefore could not legally "SERVE" in any capacity documents with the Court. These

³ We will be appealing Judge Colin's order not to review the documents we thought my father filed while alive, as the new information in a new criminal complaint filed with PBSO regarding theft of Personal Properties of my Mother of approximately a million dollars, shows evidence that some of those documents may also have been tampered with illegally, including now a suspect inventory of my Mother that is missing a mass of assets as reported and discussed further herein.

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documents and the additional crimes involved in using a dead man's identity to Fraud a Court and Fraud Beneficiaries of the Estate must be investigated as part of these proceedings before the whole case against everyone is attempted to be closed, after review of Moran's crimes only. The language in the Report could possibly exonerate others without any investigation of them or the evidence submitted against them tested and this exoneration would be based on materially false statements made in the Report. All of these crimes are related to the same nexus of events to steal approximately \$40,000,000.00 of assets and involve a much larger group of people accused of many other crimes. Thus, the Report needs to be reviewed now by independent reviewers detailing the specifics of each crime and each suspect investigated by Miller and who and what this blanket exoneration is meant for and what crimes are being referenced as it is wholly unclear in the report. I have asked for this detail in my Letter of December 03, 2013 to Det. Miller and other correspondences he admittedly did not review and he has refused to respond formally and in writing as requested to my Letter so that no mistakes or misunderstanding are made and my rights not interfered with further.

Detective Miller failed to note many crimes in his Report although he had absolute evidence of the crimes, including Judge Colin's statements in Court at a September 13, 2013 Hearing whereby he stated that he had enough evidence at that time to read the Attorneys at Law and my brother their Miranda rights, twice. These warnings coming after Judge Colin learned of the Fraud in and upon his Court, Identity Theft of a Dead Person, Fraud committed against Beneficiaries and more. These crimes committed NOT BY MORAN but instead, by OFFICERS OF HIS COURT, Spallina, Tescher, Mark Manceri and my brother Theodore. Judge Colin did not issue this warning to Moran for her crimes and she was not even present at that hearing and he directed his claim he had enough to read them their Miranda's directly and specifically to Tescher, Spallina, Manceri and Theodore for the larger Fraud discovered in the hearing. Judge Colin when asked by Manceri if he meant him as well being read his rights, was on the second warning excluded by Judge Colin. However, after reviewing the Transcript of the September 13, 2013 hearing I prepared my Motion to Clarify and Set Straight the Record as evidenced already herein, evidenced to Det Miller that there were many false and misleading statements made to the Court by Manceri, Spallina and Theodore, involving even more criminal acts, including inferring the Waivers were not Forged when directly confronted by Judge Colin and none of them came clean in efforts to further conceal the crimes they were involved in.

Tescher and Spallina further intentionally and with scienter failed to notify the Court that they were filing documents with a dead Personal Representative as if alive, instead of just notifying the Court he was dead and electing a new Personal Representative/Executor. Tescher and Spallina concealed my Father's death from the Court as they need him alive for their larger fraud to work, as my father needed to be alive when he closed the Estate of my Mother so that he could then allegedly change the Beneficiaries of her Estate while alive. The problem was that my father was dead and her

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Estate was not factually closed while he was alive and no changes were made by my Father while alive and so these cleverly architected frauds was made to appear that he closed the Estate while alive and that he then made the Beneficiary changes to her Estate while alive. Thus, why all the documents that were submitted for investigation that were used in this scheme have a mass of legal problems and defects in their creation and execution and appear fraudulent and legally deficient.

Spallina and Tescher then attempted fraudulently to change the Beneficiaries of the Estate of my Mother and my Father with other documents in the series that were filed POST MORTEM in my Father's Estate. These documents are being challenged for a number of legal and criminal grounds in the creation of them and docketing of them with the Court by Spallina and Tescher, including but not limited to, an ALLEGED Will and an ALLEGED Amended and Restated Trust. These documents alleged to change the Beneficiaries were signed only days before my Father died and while under extreme emotional and physical duress and were not posited with the Court until after his death⁴. Did Detective Miller investigate these documents and all those involved in the creation and execution of them? This to needs to be clarified in particular in the review of his work and the possible correcting of his Report so that one may not think these crimes were investigated when they were not and obstruct justice of them being investigated and prosecuted properly in the future.

The entire series of documents, those of Moran and some done by others, were all filed illegally by Tescher and Spallina with the Court under Judge Colin and Judge David E French and were used to seize Dominion and Control of the Estates illegally and then begin a series of other alleged crimes to loot the Estates. These crimes, include but are not limited to, allegations of Theft of Assets (a new report has been filed with PBSO), Insurance Fraud (involving Spallina and Moran), Fraud on a US District Court (Case No. 13 cv 3643 NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION), Real Estate Fraud, Fraud on the Del Ray Beach Probate Court, Fraud and more.

That the following email exchange between two Attorneys at Law, Marc R. Garber, Esq. of Philadelphia and Christine Yates, Esq. of Florida regarding the activities of Spallina and Tescher in these matters, which was presented to Det. Miller, certainly should have been cause to further investigate these attorneys and contact the authors of the letters regarding their claims. Yet, again it does not appear anything was done with

⁴ Another Notary is being investigated currently with Governor Rick Scott's Notary Public Division, a one Lindsay Baxley on documents Moran was also a witness to with along with Spallina, including an ALLEGED Will and an ALLEGED Amended and Restated Trust, which have been challenged on several other grounds for violations of Probate Rules and Statutes and Law. Det. Miller was given this evidence and it needs to be clearly stated in his report if he reviewed these documents and investigated those involved with these documents and if so, who, how and when and get it clearly stated in the Report.

Captain Carol Gregg
Palm Beach County Sheriff's Office
Financial Crimes Unit

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the information by Detective Miller despite it coming from OUTSTANDING members of the legal community.

From: marcgarber@gmail.com
To: cty@trippscott.com
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status
Date: Thu, 13 Jun 2013 11:02:40 -0400

Christine:

I had difficulty sleeping, as I was sorting through our conversation. What troubles me has troubled me in prior situations. Spallina is not the first "bully lawyering" situation I have seen or heard about. "If you scream loud enough and pound the table hard and often, the other side will cave". It troubles me that many times this approach works. Sometimes it becomes a fee and time matter, other situations result in the good lawyer becoming tired of dealing with "hard headed" uncompromising opponent. I have heard some people actually seek out a bully lawyer for these reasons. The reasons include the fact that they win using this approach. Further, and as you implied, with all the time you expended, Spallina gave us very little, in terms of everything; from documents to involvement in the administration.

It truly troubles me that Spallina continues to spin his web of deceit, and I believe this conduct is further circumstantial evidence that "something is very wrong". I am very glad Eliot filed whatever he filed and I do hope he prevails. I also hope Spallina is removed and perhaps punished for all he is doing. It also troubles me that once he learns of your withdrawal, Spallina will celebrate his victory. If I was licensed in Florida, I would take this on pro bono. Simply out of principal, and I would make certain a probate judge learns of Spallina's behavior. Unfortunately, I am not a Florida lawyer. If Eliot is able to get his motions before a probate judge, I hope he asks and you agree to testify as to how Spallina treated you. A judge may take real notice of that testimony.

Thanks,
Marc

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 886-7628 (e) / (561) 245-8644 (f)
biewill@iviewill.com www.iviewill.com

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Palm Beach County Sheriff's Office
Financial Crimes Unit

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Tuesday, January 7, 2014

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Friday, June 7, 2013 11:57 AM
To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
Cc: Ibis A. Hernandez

Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Eliot and Candace, first I am glad that you are feeling better Eliot.

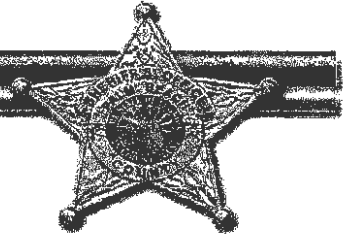
I have made no progress with Spallina in regards to obtaining documents and in my last call with him and Mark Manceri, Mr. Spallina reiterated his position that the mortgage on the property you are currently residing in was what your father wanted, and that any information regarding the trust of your father would have to be addressed to your brother as trustee.

At this time, in order to receive the information you want, I believe you will need to institute legal proceedings against the estate and trust. Since a new course of action will need to be undertaken, at this time, I will be withdrawing as counsel for your children, and believe that you should now hire separate litigation counsel for them. I will be happy to assist your new counsel in providing them with any information and thank you for the opportunity you gave me to assist you.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500
Christine T. Yates
Director
Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

Detective Miller also forced me to file separate cases now for other crimes ongoing and this seems bizarre since they are all related to this complaint and we would not want someone to claim in a new case that the crimes were already investigated and dismissed by Miller and thus deprive me of due process and procedure. Again, why we need to be crystal clear on what crimes were investigated, who was investigated and what his specific determinations were for each before anyone is sentenced for anything. These matters must also be clarified for the State Attorney, as their prosecution is based in part

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 886-7628 (e) / (561) 245-8644 (f)
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INCIDENT REVIEW COVER PAGE

Date: February 5, 2014 Investigative Case #: IR14-025

On January 9, 2014 the Palm Beach County Sheriff's Office initiated an Incident Review into a complaint which occurred on July 15, 2013. Based on the facts of the complaint, and any additional information obtained, this complaint was closed without additional investigation needed.

ALLEGED VIOLATION:

Rule & Regulation #: Rule X Proficiency

COMPLAINANT:

Complainant's Name: Elliot Bernstein

EMPLOYEE:

Involved Employee: Detective Ryan W Miller ID#: 7704

Assignment: 5070-Special Invest

INVESTIGATOR:

Assigned Investigator: Sergeant Sean Bozdech

FINAL DISPOSITION OF INVESTIGATION: Incident Review

FINAL DISCIPLINARY ACTION TAKEN BY AGENCY: No Action

Pending any additional information this incident is considered closed.

A handwritten signature in black ink, appearing to read "Mark B. Alexander". The signature is written in a cursive style and is located below the text of the report.

Captain Mark Alexander
Division of Internal Affairs

Re: CASE NUMBERS - #1 (13097097), #2 (13097097) & #3 (12121312)

on the statements made in Miller's report and it is unclear at this time if they have investigated any other crimes or people involved in the other alleged crimes, other than those of Moran. The SA might not have investigated these other crimes and the perpetrators of them based on what was claimed by Miller when he stated he saw no evidence of other crimes, a claim made despite his having ABSOLUTE PRIMA FACIE EVIDENCE of other crimes committed by other people. I will be asking the State Attorney to clarify as well for the record just who and what they investigated and if it was only Moran's crimes so that we may be clear on what and who is being prosecuted and what and who are being exonerated specifically.

This clarification is further necessary as Detective Miller refused to review certain emails sent to him regarding evidence against Spallina and Moran, including but not limited to, a FALSE INSURANCE CLAIM they filed together and where the carrier DENIED the claim outright. In this Insurance Fraud Spallina claimed that he was the "Trustee" of a lost and missing insurance trust for my Father that he claimed in several correspondences that he had never seen or possessed. Whether or not the insurance fraud is under PISO jurisdiction or not, it presents dramatic new evidence of FRAUD that both Spallina and Moran are directly involved in, regarding the same nexus of events and is absolute cause for further investigation of not only Moran but everyone else complained of in my complaints.

The insurance fraud also exposes my brother Theodore in Fraud, as once the claim was DENIED by the carrier, my brother Theodore then filed with a Federal Court a Breach of Contract suit claiming he was now "Trustee" of the lost and missing trust, not Spallina who filed the claim as "Trustee." In fact, my brother was suing on a claim denied by the carrier with Spallina as Trustee, again both of them acting in unauthorized fiduciary capacities in efforts to convert assets of the estates illegally, where my brother Theodore and sister Pamela would be excluded from the benefits if they were paid to the Estate of my father and so they executed this fraudulent scheme. No executed trust or executed copies of the trust were attached to the lawsuit as they are claimed to be wholly missing and Theodore failed to notify the Court that Spallina was not the Trustee when he claimed to be, suppressing this information. In fact, Jackson National Insurance company in their counter complaint claimed that Theodore was advised by counsel prior to filing this baseless suit that he had no basis or authority to file it. A further claim by the carrier in response to questions asked by Theodore in pleadings further illustrates something is rotten in Rotterdam, they state to every question, "ANSWER: Jackson objects to the requests because an executed copy of the Trust has not been produced, and thus to the extent any finding is subsequently made that the Trust was not established and/or is not valid, it will not have been a proper party plaintiff to this suit, including propounding these requests. Regardless, even if the Trust is established, Ted Bernstein, upon information and belief, is not the proper trustee of the Trust, and therefore he does

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not have standing to pursue this matter on behalf of the Trust, including propounding these requests.”

I provided information to Det. Miller that documents were also illegally removed from the Estate of my Father on the night he died by Rachel Walker and given to my brother who had no legal authority to remove documents from the Estate. These documents were witnessed by others and Walker and contained a mass of Estate Documents and where now claims are made that there are missing insurance contracts and trusts and again cause for further investigation. That again, this crime attempts to abscond with an insurance policy where Theodore and Pamela would directly benefit to the detriment of other beneficiaries of the estate and was orchestrated without notice of certain beneficiaries and others with interests in the Estate and Policy. When there is no beneficiary under Florida law the proceeds are paid to the estate of the insured and not to a trust that does not exist and were no one could be proven to be Trustee, neither my brother Theodore or Spallina and despite what they claim they think the beneficiaries are, which include themselves, without a document and legal beneficiary the law is clear and why the Insurance Carrier apparently denied the claim in the first place. I believe the carrier may have also begun investigation of these claims.

Suddenly, the story of the one off crime of Moran made by herself for a variety of conflicting reasons she claimed to Det. Miller and others becomes wholly worthless, as she and others are now involved in other alleged crimes where solid evidence exists making all of this ripe for further investigation. Further investigation is also warranted in light of the perjurious statements and false official statements made by Moran, Spallina and Theodore, which indicate a need to find out the truth and base nothing further on anything they may say or do without fully investigating the voracity and truth of their claims. Yet, despite all this information Det Miller did nothing investigative regarding all of this, even after learning of Fraud and Forgery he just accepted their statements as to what happened and did not seize or subpoena original records of Tescher and Spallina, take depositions or even contact witnesses I provided. Witnesses that include but are not limited to, a medical psychological professional of Simon's he was seeing relating to the problems he was having with his children, Simon's close personal friends and other injured victims of these crimes and instead Detective Miller just took the accused parties word and account of events and put it straight into the flawed Report with absolutely no fact checking. Further, Det Miller never came back to me to re-interview me to allow me to contest or refute or clarify the assertions made by those he interviewed prior to completing his Report.

This would seem the exact opposite of what procedural law and good investigative work would require, as when there is smoke there is fire and where there is PERJURY and FALSE STATEMENTS there is more. So why the rush to pin one crime on Moran and rush to a possible injustice to the victims of the real crimes occurring and

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refusal to look at or document evidence showing so much more crime by others? Again, we must make sure we know exactly what Det Miller investigated and what he did not and whom and how he investigated each crime and insure the SA is clear on this as well before sentencing of Moran. These are all reasons the sentencing should be delayed of Moran while these matters are further investigated now by your office and internal affairs and we determine exactly what crimes were investigated and who was investigated for them and then clarify and correct any inaccuracies in the Report.

Therefore, I would like all of these issues addressed herein and in my December 03, 2013 letter in writing by your offices, in specific and before any sentencing is done of anyone, unless the sentencing is specifically and only for the crimes alleged against Moran, which are a fraction of the total crimes alleged in the big picture. If only Moran and her crimes are involved in the investigation and sentencing then we can begin the process of filing separate complaints or new complaints for all the other crimes that were alleged and evidenced to Detective Miller but that apparently he failed to investigate.

Also in seeking to have a phone meeting with Detective Miller regarding my Letter of December 03, 2013 and more, I asked to have a lawyer present on the call who had some questions and to insure accuracy of what was transpiring and he refused to allow me to bring them into the call and stated I was not allowed that privilege as a Victim. When asked what statutes or procedures he was making this decision on, he grew angry me and I asked to speak then to his superiors, which then elevated to your office and I would like to know why I cannot have a lawyer present with me when meeting with PBSO as the Victim of a crime.

Finally, I would like Detective Miller's Report reviewed and conducted by all new fresh investigators, as I fear that the conversations with Judge Martin Colin may have influenced the course of the investigations already. I have just pled for the Disqualification of Judge Colin in the case, as the FORGERY, FRAUDULENT NOTARIZATIONS, FRAUD ON THE COURT and FRAUD ON THE BENEFICIARIES were all committed IN AND UPON HIS COURT, by OFFICERS OF HIS COURT, that he is responsible for and centrally involved in and at minimum he and his Court officials will be fact and material witnesses, which conflict him from further adjudicating the case. Further, Judge Colin may have incentive to bury this all up instead of opening it all up to the questions of how and why and who committed these crimes and did anyone at the Court help them, etc., as this will certainly be a high profile case that took place under his nose. These adverse interests and conflicts should have caused his own voluntary disqualification once he knew that Officers of his Court had committed the crimes. Yet, he continued not only to handle the case but allow the Attorneys at Law to continue to file pleadings and move the Court and this is in opposite of Judicial Cannons and Law that require him to report this illegal activity of Officers of His Court to all the proper authorities. This failure to report the crimes or do anything about them

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at all, even after he had enough evidence to Warn Miranda right readings to the Attorneys at Law may impart a desire to Cover Up the matters before the matters are exposed that may negatively affect his Court. The failure to report these crimes and demand further investigation may also need to be investigated but either way Judge Colin and his Court are now centrally involved in the crimes, whether intentionally or not and that will have to be investigated and litigated out further.

**II. COMPLAINT #2 - WRONGLY ASSIGNED CASE NUMBER
13097087 - THEFT OF ASSETS WORTH BETWEEN \$600,000-
900,000.**

That on December 23, 2013 on the advice of Detective Miller I filed a new criminal complaint for Theft of Assets from the Estates, including approximately \$600,000.00 of Jewelry, a Bentley automobile and more that were all not included on the inventory of my Father and Mother and just disappeared into others possession with no accounting. This complaint was supposed to be issued a separate case number as requested by Detective Miller but it appears it may have fallen under the first complaint above and calls have been made to Deputy Sam Raineri #5189 to clarify how he input the case and if there is a new number, as nobody has contacted me in several weeks. You can see that if we had sentenced Moran the other week when it was first scheduled we would be back here to investigate the new crimes she and others are alleged to have done and would then have to reopen these matters to see if Detective Miller had investigated them or not, as it appears he only investigated the limited crimes of Moran.

**III. COMPLAINT #3 - CASE NUMBER 12121312 WRONGLY
DOCKETED COMPLAINT THAT SHOULD HAVE BEEN FILED AS
ALLEGED ATTEMPTED MURDER OF SIMON BERNSTEIN THROUGH
POISONING.**

That on the morning of my Father's death, only hours later, PBSO officers were called to my Father's house by my brother Theodore who controlled the process for an alleged possible poisoning of my Father, which he and my sisters, Lisa, Jill and Walker all gave accounts that they thought he was murdered by his companion Maritza Puccio Rivera. The morning my Father died on September 13, 2012, when I arrived at the hospital after being contacted by the hospital to return immediately because my Father who was listed as stable when we left him hours earlier was having seizures and being resuscitated, I was refused entry to the ICU. The hospital had sealed off his room and blocked the entry way because someone claimed to them that Simon had been murdered

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by poisoning, allegedly by Puccio. Puccio had been sleeping in the room with my Father that night and by the time I arrived she had already been escorted out to the waiting room and was denied access to him as he laid dying. I was allowed in after several minutes waiting while my Father lay dying until security that was dispatched arrived but it was already too late despite best efforts to revive him.

Threats were made to Puccio by my brother at the hospital (and all this information was given to Det. Miller) that she better be gone from my Father's home or else and when I arrived at his home she was frantically packing afraid of my siblings and the threats made to her and left in the middle of the night without most of her personal possessions. Truly, this all seemed surreal at the time, especially where Puccio had no interests in the Estate that we know of and thus a motive seemed lacking. During the interview by PBSO at the home, claims were made by Walker and Theodore that they thought Puccio was drugging him and switching pills with unknown substances with his regular medication and may have poisoned him through this ploy. The detective then counted one bottle's contents out of thirty or so that were brought out of the house to him of pain medication in front of Walker, Theodore and I. He stated after counting them that he determined that the number of pills in the container appeared correct and so he did not think anything looked to suspect. Walker protested with him that there were other bottles of pills that he was not inspecting and none of the other bottles were inspected and amazingly and to my surprise none of it was booked into evidence to check to see if the pills in the bottles were actually what was claimed to be in them.

This incident was listed in the Official Report as a call for a "395.3025(7)(a)⁵ and/or 456.057(7)(a)⁶ Medical information" and I am wholly unclear how either of these

⁵ Title XXIX PUBLIC HEALTH Chapter 395 HOSPITAL LICENSING AND REGULATION 395.3025 Patient and personnel records; copies; examination.—

(7)(a) If the content of any record of patient treatment is provided under this section, the recipient, if other than the patient or the patient's representative, may use such information only for the purpose provided and may not further disclose any information to any other person or entity, unless expressly permitted by the written consent of the patient. A general authorization for the release of medical information is not sufficient for this purpose. The content of such patient treatment record is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

⁶ Title XXXII REGULATION OF PROFESSIONS AND OCCUPATIONS Chapter 456 HEALTH PROFESSIONS AND OCCUPATIONS: GENERAL PROVISIONS

SECTION 057 Ownership and control of patient records report or copies of records to be furnished.
(7)(a) Except as otherwise provided in this section and in s. 440.13(4)(c), such records may not be furnished to, and the medical condition of a patient may not be discussed with, any person other than the patient or the patient's legal representative or other health care practitioners and providers involved in the care or treatment of the patient, except upon written authorization of the patient. However, such records may be furnished without written authorization under the following circumstances:

1. To any person, firm, or corporation that has procured or furnished such examination or treatment with the patient's consent.

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applies to what the Officers responded to. I was amazed by the lack of care and securing of evidence in the matter and my brother informed me that his friends would take care of these matters at the higher up levels at PBSO later and this was just an initial intake. I repeatedly asked Theodore and Spallina in the following weeks what was going on with the PBSO investigation and the Coroner's examination that Theodore also instigated and controlled. Detective Miller informed me that a Coroner's report was available and when I read it I found that it too did not make sense and appeared factually incorrect. I have contacted the Coroner directly regarding the information in his report and to determine if in addition to a drug toxicology, a poison toxicology was done considering the allegations made to PBSO and others of poisoning of my Father. Despite repeated requests from the Coroner for information he has not responded yet and this is further cause to not rush to justice in the Moran case.

IV. REQUESTS TO PBSO REGARDING THE THREE SEPARATE CASES

Captain Miller you asked that I put in writing a list of what I wanted accomplished in the review of these cases by your offices to make sure everything went by the book. First off, I would like a written response to my formal written Letter dated December 03, 2013 addressed by a non-conflicted party that was not involved at all in the prior investigation that may have been comprised for a number of reason described herein and in my previous Letter. I would like each crime listed that was alleged and reviewed and what materials were reviewed and who was reviewed and how determinations were made and if additional information is required or if it is being dismissed as part of the Moran et al. case. I would like to know, where it is legally possible, what was done and why no witnesses or other victims I provided to Detective Miller were contacted at all, despite his Reports claims that he interviewed Witnesses and Victims. It appears that the only people Det Miller interviewed were the people allegedly involved in the crimes, which most of his report appears based on their statements as truth despite evidence of

2. When compulsory physical examination is made pursuant to Rule 1.360, Florida Rules of Civil Procedure, in which case copies of the medical records shall be furnished to both the defendant and the plaintiff.
3. In any civil or criminal action, unless otherwise prohibited by law, upon the issuance of a subpoena from a court of competent jurisdiction and proper notice to the patient or the patient's legal representative by the party seeking such records.
4. For statistical and scientific research, provided the information is abstracted in such a way as to protect the identity of the patient or provided written permission is received from the patient or the patient's legal representative.
5. To a regional poison control center for purposes of treating a poison episode under evaluation, case management of poison cases, or compliance with data collection and reporting requirements of s. 395.1027 and the professional organization that certifies poison control centers in accordance with federal law.

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 886-7628 (c) / (561) 245-8644 (f)
iviewit@iviewit.com - www.iviewit.com

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perjury and false statements. Did any of the interviewed subjects have Attorneys at Law present and if so whom? I would like to know immediately if I have to file separate complaints for all the crimes, including the new crimes discovered after his Report was completed and explanation as to why they are being separated when they involve the same people and nexus of events described in my initial complaint and subsequent information submitted. I would like to know exactly which emails and correspondences Detective Miller did not review as he stated and why he did not review them and why his Report indicates that read them all and tested the evidences contained therein. I would like a log of all his conversation date and times with Judge Martin Colin and Judge David French and for now a list of date and times he contacted anyone regarding the case. I would like to know how the interviews were conducted, were sworn statements made, was anything signed by any of those questioned or witnesses and victims he contacted, were requests for documents made of anyone and any other pertinent information that your offices can legally give me as a Victim. Do I have to FOIA any of this information and if so who do I contact?

I have provided Det. Miller my Court filings regarding these events and have listed them below to evidence that hosts of other criminal acts are being committed and ongoing, including violations of virtually all Probate Rules and Statutes and Law. As I mentioned yesterday, information is flowing in from various sources and ongoing legal actions in the matters, all involving these same suspects and I am gaining information in the Courts and with each piece we have discovered new and evolving crimes that will all inter relate with the crimes I alleged to PBSO and so rushing to justice will inevitably lead to reinvestigation of these matters and who and what was investigated and how it was deflected, so getting it right this time around and specifically identifying the crimes investigated will save us all time later and prevent possible errors in prosecution and loss of rights.

PRIOR MOTIONS AND PETITIONS FILED IN THE STATE AND FEDERAL COURTS

- i. That on May 6, 2013 Petitioner filed an "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE." Filed in both estates.
 - www.jviewil.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
 - www.jviewil.tv/20130512MotionReluctReopenObstruction.pdf US District Court Southern District of New York, Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.

2753 N.W. 34th St, Boca Raton, Florida 33434-3459
(561) 245.8588 (o) / (561) 886.7628 (c) / (561) 245-8644 (f)
j.l.wil@jviewil.tv - www.jviewil.tv

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- ii. That on May 29, 2013, Petitioner filed a "RENEWED EMERGENCY PETITION" in the estates of Shirley and Simon.
- www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf
- iii. That on June 26, 2013, Docket #39 Petitioner filed in both estates a "MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER."
- www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf
- iv. That on July 15, 2013, Petitioner filed a "MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS" in both estates.
- www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf
- v. That on July 24, 2013, Petitioner filed a "MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more in both estates.
- www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf
- vi. That on August 28, 2013, Petitioner filed a "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" in both estates.
- www.iviewit.tv/20130828MotionFamilyAllowanceSHIRLEY.pdf
- vii. That on September 04, 2013, ELIOT filed Docket #TBD, in the estate of Simon, a "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN; MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE." Hereby incorporated by reference in entirety herein.
- www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDacToAdmittedNotaryFraud.pdf
- viii. That on September 21, 2013 Petitioner filed in the IN THE UNITED STATES DISTRICT

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(561) 245-8588 (o) / (561) 885-7628 (c) / (561) 245-8644 (f)
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Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION,
Case No. 13-cv-03643, an Answer and Cross Claim titled "ELIOT IVAN BERNSTEIN
("ELIOT") (1) ANSWER TO JACKSON NATIONAL LIFE INSURANCE
COMPANY ("JACKSON") ANSWER AND COUNTER-CLAIM AND THIRD-
PARTY COMPLAINT FOR INTERPLEADER AND (2) CROSS CLAIM."

www.iviewit.tv/20130921/AnswerJacksonSimonIstateHeritage.pdf

- ix. That on October 10, 2013 Petitioner filed in Shirley's estate case Motions titled,
- (I) MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT
 - (II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD
 - (III) MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION
 - (IV) MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES
 - (V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE
 - (VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, TANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE
 - (VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND
 - (VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS

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Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

**COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT
SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH
FOR ERRORS AND MORE**

- www.iviewit.tv/2013/10/10/MotionCompelFreezeYouLfaceTheRighttoRemainSilent.pdf
- x. That on October 10, 2013 Petitioner filed in Simon's estate, a "PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY."
- www.iviewit.tv/2013/10/10/PETITIONDETERMINERELEASETITLEOFEXEMPTPROPERTYJOSHIUAKJA.pdf
- xi. That on December 08, 2013 Petitioner filed in the IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION, Case No. 13-cv-03643, a motion titled, "(1) MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL."
- www.iviewit.tv/2013/12/08/MotionStrikePleadingAdamSimonForFraudOnCourt.pdf
- xii. That on December 10, 2013 Petitioner filed in the estate of Shirley, an Objection titled "BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO SUCCESSOR PERSONAL REPRESENTATIVE'S OBJECTIONS TO FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED BY ELIOT BERNSTEIN"
- www.iviewit.tv/2013/12/10/PetitionerObjectionToObjectionsToDiscovery.pdf
- xiii. That on December 10, 2013 Petitioner filed in the estate of Shirley, a "MOTION TO TAX ATTORNEY'S FEES AND COSTS AND IMPOSE SANCTIONS."
- www.iviewit.tv/2013/12/10/TaxAttorneyFees.pdf
- xiv. That on December 17, 2013 Petitioner filed in the estate of Simon, a "OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY"
- www.iviewit.tv/2013/12/17/ObjectionToMotionReKIA/Fregel.pdf

2. That the following Motions and Petitions were filed by Petitioner in the courts that remain unheard other than limited items by this Court, including Motions for all of the following,

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Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)


- i. MOTION TO FREEZE ESTATE ASSETS,
- ii. MOTION TO APPOINT NEW PERSONAL REPRESENTATIVES,
- iii. MOTION TO INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES,
- iv. MOTION TO RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN,
- v. MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS,
- vi. SECOND MOTION TO REMOVE PERSONAL REPRESENTATIVES,
- vii. MOTION FOR INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES,
- viii. MOTION FOR FAMILY ALLOWANCE,
- ix. MOTION FOR LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES,
- x. MOTION FOR REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS.
- xi. SECOND MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN,
- xii. MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS,
- xiii. MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY,
- xiv. CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE.
- xv. MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT
- xvi. MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD
- xvii. MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION
- xviii. MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES
- xix. MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE
- xx. MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, LANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

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- xxi. CONFLICTS OF INTEREST, CONVERSION AND MORE
MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT
"ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON
SEPTEMBER 24TH FOR ERRORS AND MORE; AND
 - xxii. MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT
"AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR
PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND
MORE
 - xxiii. BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO
SUCCESSOR PERSONAL REPRESENTATIVE'S OBJECTIONS TO FIRST SET OF
INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
AND THINGS PROPOUNDED BY ELIOT BERNSTEIN
 - xxiv. MOTION TO TAX ATTORNEY'S FEES AND COSTS AND IMPOSE SANCTIONS
 - xxv. OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE
TITLE OF EXEMPT PROPERTY

NOTE: All pleading listed in items (i-xiv) above filed in each of the state and federal courts listed above are hereby incorporated by reference in entirety, including but not limited to inclusion of, ALL motions, petitions, orders, etc. in each case, as they all relate to the same nexus of events in the Estates of both Simon and Shirley.

That I will close stating that much of what is occurring may revolve around Trillion Dollar Intellectual Properties that me and my father owned in technologies that I invented and that I allege were stolen by local Attorneys at Law and others. That recent news information regarding a New York Supreme Court Whistleblower Lawsuit on Public Office Corruption, filed by an Attorney Regulatory Expert, Christine C. Anderson, which my RICO and ANTITRUST action was LEGALLY RELATED to by Federal Judge Shira Scheindlin, were all interfered with through a bizarre series of crimes that intended to Obstruct Justice in our cases. Obstruction by Members of the Courts and prosecutorial offices and Disciplinary Departments of New York, who actually had what was referred to as a Cleaner, a one Naomi Goldstein who is alleged to have whitewashed complaints and coordinated efforts to block due process rights of countless victims of the system. The recent articles imply that other states were also infected. My RICO alleges the main perpetrators were Attorneys of Law from Boca Raton and that part of the crimes included putting a bomb in my family's minivan in Del Ray Beach in efforts to murder my family and graphic images can be found at www.iviewit.tv my homepage. Several of these same Law Firms now appear to be involved in my parents estates and may have much to do with any interference in state investigatory agencies. I am suing the Florida Bar, Members of the Florida Supreme Court, members of the Fifteenth Judicial were the Probate is occurring and more and so any Investigators should be screened for conflicts in advance of handling these matters.


2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245.8588 (o) / (561) 886.7628 (c) / (561) 245-8644 (f)
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Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Based on the information of the below news articles, we (the legally related cases to Anderson who were also Victims of this Obstruction in our cases and violations of our privacy rights are looking at filing appeals to rehear our entire cases due to these explosive new facts. These facts also include that former Chairman of the New York Senate Judiciary Committee and head of the New York Democratic Party, Senator John Sampson, who Anderson and I and several other related cases testified before at Judiciary Committee hearings on Public Office corruption and where it is now learned that he was threatened and took bribes to cover up the corruption. We are waiting for further information regarding the Sampson matters and other matters relevant in the articles below. Therefore, the idea of official corruption in these matters is a very real possibility, especially again where key players in my RICO are now involved in the Estates of my parents.

Breaking News

**INDICTMENTS COMING! US SENATOR JOHN SAMPSON
FORMER HEAD OF THE NEW YORK DEMOCRATIC PARTY AND
CHAIRMAN OF THE NEW YORK SENATE JUDICIARY
COMMITTEE WAS THREATENED & BRIBED TO COVER UP NY
& FEDERAL CORRUPTION!!**

UPDATE - INDICTMENTS COMING: Iviewit Breaking News: NY Supreme Court Ethics Oversight Bosses Alleged MISUSE of Joint Terrorism Task Force Resources & Funds & Violations of Patriot Acts Against Civilian Targets for Personal Gain... US Senator John Sampson Threatened & Bribed to Cover Up NY & Federal Corruption!!

<http://www.free-press-release.com/news-iviewit-breaking-indictments-coming-us-senator-john-sampson-threatened-bribed-to-cover-up-ny-federal-corruption-1360140092.html>

Wednesday, May 15, 2013
Expose Corrupt Courts

**INSIDER SAYS NY STATE OFFICIALS BRIEFED ON JUDICIAL
CORRUPTION INDICTMENTS**

BREAKING NEWS: A New York State Court administrative insider says that top state officials have been briefed by the feds on pending federal corruption indictments that will include New York state court employees...

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(561) 245-8588 (e) / (561) 886-7628 (c) / (561) 245-8644 (f)
iviewit@iviewit.com - www.iviewit.com

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And late this morning, a Washington, D.C. source confirmed the information, adding that the target of one federal corruption indictment will include at least one sitting New York State judge and other individuals- all with ties to major banks.....

<http://exposecorruptcourts.blogspot.com/2013/05/insider-says-ny-state-officials-briefed.html>

UPDATE: SENATOR JOHN SAMPSON, FORMER NEW YORK SENATE JUDICIARY CHAIR THREATENED AND BRIBED TO COVER UP OFFICIAL CORRUPTION

FRIDAY, MAY 17, 2013

Washington, D.C. Insider Says Senator John Sampson Covered-Up Court Corruption

BREAKING NEWS: Washington, D.C. insider says NYS Senator John Sampson covered-up evidence of widespread corruption in New York Surrogate's Courts.

Source says Sampson was first threatened, but then successfully bribed, to bury evidence involving countless state and federal crimes involving billions of dollars.

Syracuse, Rochester, Albany, White Plains, Brooklyn and Manhattan Surrogate's Courts are said to top the list of areas involved.

It was revealed on Wednesday that a New York State Court administrative insider said that top state officials had been briefed by the feds on pending federal corruption indictments that would include employees of New York's Office of Court Administration (a/ka/ "OCA"). Most court employees, including judges, are employed by OCA.

It was further confirmed by the Washington, D.C. source that judges, with ties to banks, would be among those charged.

<http://ethicsgate.blogspot.com/2013/05/washington-dc-insider-says-senator-john.html>

VIEWIT BREAKING NEWS: NY SUPREME COURT ETHICS OVERSIGHT BOSSES ALLEGED MISUSE OF JOINT TERRORISM TASK FORCE RESOURCES & FUNDS & VIOLATIONS OF

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Captain Carol Gregg
Palm Beach County Sheriff's Office
Financial Crimes Unit

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Tuesday, January 7, 2014

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

PATRIOT ACTS AGAINST CIVILIAN TARGETS FOR PERSONAL GAIN..

May 14, 2013

See Full Story at:

<http://www.free-press-release.com/news-iviewit-breaking-news-ny-supreme-court-ethics-oversight-bosses-alleged-misuse-of-joint-terrorism-task-force-resources-funds-violations-of-patriot-1368533731.html>

and

<http://ethicsgate.blogspot.com/2013/04/formal-complaint-filed-against-nys.html>

FORMAL COMPLAINT FILED AGAINST NYS EMPLOYEES FOR ILLEGAL WIRETAPPING...THE WIDESPREAD ILLEGAL WIRETAPPING INCLUDED TARGETED NEW YORK STATE JUDGES AND ATTORNEYS.....

<http://ethicsgate.blogspot.com/2013/04/formal-complaint-filed-against-nys.html>


SELECT QUOTES FROM THAT NEWS STORY AND LETTER TO THE DOJ

April 3, 2013

Robert Moosy, Jr., Section Chief
Criminal Section, Civil Rights Division
US Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530
via facsimile # 202-514-6588

RE: Formal Complaint Against New York State Employees Involving Constitutional Violations, including widespread illegal wiretapping.

Dear Mr. Moosy,


2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 886-7628 (e) / (561) 245-8644 (f)
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Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

In researching and reporting on various acts of corruption in and about the New York State Court System, specific reviewed evidence supports allegations that over a ten-year-plus period of time, certain NYS employees participated in the widespread practice of illegal wiretapping, inter alia. As these individuals were in supervisory positions at "ethics oversight" committees, the illegal wiretapping largely concerned attorneys and judges, but their actions also targeted other individuals who had some type of dealings with those judicial and attorney "ethics" committees.

The NY state-employed individuals herein complained of include New York State admitted attorneys Thomas Joseph Cahill, Alan Wayne Friedberg, Sherry Kruger Cohen, David Spokony and Naomi Freyda Goldstein.

At some point in time shortly after 9/11, and by methods not addressed here, these individuals improperly utilized access to, and devices of, the lawful operations of the Joint Terrorism Task Force (the "JTTF"). These individuals completely violated the provisions of FISA, ECPA and the Patriot Act for their own personal and political agendas. Specifically, these NY state employees essentially commenced "black bag operations," including illegal wiretapping, against whomever they chose- and without legitimate or lawful purpose.

To be clear, any lawful act involving the important work of the JTTF is to be applauded. The herein complaint simply addresses the unlawful access- and use- of JTTF related operations for the personal and political whims of those who improperly acted under the color of law. Indeed, illegally utilizing JTTF resources is not only illegal, it is a complete insult to those involved in such important work.

In fact, hard-working and good-intentioned prosecutors and investigators (federal and state) are also victims here, as they were guided and primed with knowingly false information.

Operations involving lawful activity- and especially as part of the important work of the JTTF and related agencies- are not at issue here. This complaint concerns the illegal use and abuse of such lawful operations for personal and political gain, and all such activity while acting under the color of law. This un-checked access to highly-skilled operatives found undeserving protection for some connected wrong-doers, and the complete destruction of others- on a whim, including the pre-prosecution priming of falsehoods ("set-ups"). The aftermath of such abuse for such an extended period of time is staggering.

It is believed that most of the 1.5 million-plus items in evidence now under seal in Federal District Court for the Eastern District of New York, case #09cr405 (EDNY)

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

supports the fact, over a ten-year-plus period of time, of the illegal wiretapping of New York State judges, attorneys, and related targets, as directed by state employees.

To be sure, the defendant in #09cr405, Frederick Celani, is a felon who is now regarded by many as a conman. Notwithstanding the individual (Celani), the evidence is clear that Celani once supervised lawful "black bag operations," and, further, that certain NYS employees illegally utilized access to such operations for their own illegal purposes. (Simple reference is made to another felon, the respected former Chief Judge of the New York State Court of Appeals, Sol Wachtler, who many believe was victimized by political pre-priming prosecution.)

In early February, 2013, I personally reviewed, by appropriate FOIL request to a NYS Court Administrative Agency, over 1000 documents related to the herein complaint. Those documents, and other evidence, fully support Celani's claim of his once-lawful supervisory role in such JTTF operations, and his extended involvement with those herein named. (The names of specific targeted judges and attorneys are available.)

One sworn affidavit, by an attorney, confirms the various illegal activity of Manhattan's attorney "ethics" committee, the Departmental Disciplinary Committee (the "DDC"), which includes allowing cover law firm operations to engage in the practice of law without a law license. Specifically, evidence (attorney affidavits, etc.) supports the claim that Naomi Goldstein, and other DDC employees supervised the protection of the unlicensed practice of law. The evidence also shows that Ms. Goldstein knowingly permitted the unlicensed practice of law, over a five-year-plus period of time, for the purpose of gaining access to, and information from, hundreds of litigants.

Evidence also supports the widespread illegal use of "black bag operations" by the NYS employees for a wide-range of objectives: to target or protect a certain judge or attorney, to set-up anyone who had been deemed to be a target, or to simply achieve a certain goal. The illegal activity is believed to not only have involved attorneys and judges throughout all of the New York State, including all 4 court-designated ethics "departments," but also in matters beyond the borders of New York.

Other evidence points to varying and widespread illegal activity, and knowledge of such activity, by these and other NYS employees- all of startling proportions.

For example:

- The "set-up" of numerous individuals for an alleged plot to bomb a Riverdale, NY Synagogue. These individuals are currently incarcerated. The trial judge, U.S. District Court Judge Colleen McMahon, who publicly expressed concerns over the case, saying,

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(561) 245-8588 (o) / (561) 886-7628 (c) / (561) 245-8644 (f)
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"I have never heard anything like the facts of this case. I don't think any other judge has ever heard anything like the facts of this case." (2nd Circuit 11cr2763)

- The concerted effort to fix numerous cases where confirmed associates of organized crime had made physical threats upon litigants and/or witnesses, and/or had financial interests in the outcome of certain court cases.

- The judicial and attorney protection/operations, to gain control, of the \$250 million-plus Thomas Carvel estate matters, and the pre-prosecution priming of the \$150 million-plus Brooke Astor estate.

- The thwarting of new evidence involving a mid 1990's "set-up" of an individual, who spent over 4 years in prison because he would not remain silent about evidence he had involving financial irregularities and child molestation by a CEO of a prominent Westchester, NY non-profit organization. (Hon. John F. Keenan)

- The wire-tapping and ISP capture, etc., of DDC attorney, Christine C. Anderson, who had filed a lawsuit after being assaulted by a supervisor, Sherry Cohen, and after complaining that certain evidence in ethics case files had been improperly destroyed. (See SDNY case #07cv9599 - Hon. Shira A. Scheindlin, U.S.D.J.)

- The eToys litigation and bankruptcy, and associates of Marc Dreier, involving over \$500 million and the protection by the DDC of certain attorneys, one who was found to have lied to a federal judge over 15 times.

- The "set-up" and "chilling" of effective legal counsel of a disabled woman by a powerful CEO and his law firms, resulting in her having no contact with her children for over 6 years.

- The wrongful detention for 4 years, prompted by influential NY law firms, of an early whistleblower of the massive Wall Street financial irregularities involving Bear Sterns and where protected attorney-client conversations were recorded and distributed.

- The blocking of attorney accountability in the \$1.25 billion Swiss Bank Holocaust Survivor settlement where one involved NY admitted attorney was ultimately disbarred in New Jersey. Only then, and after 10 years, did the DDC follow with disbarment. (Gizella Weisshaus v. Fagan)

Additional information will be posted on www.Reform2013.com

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 886-7628 (c) / (561) 245-8644 (f)
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Captain Carol Gregg
Palm Beach County Sheriff's Office
Financial Crimes Unit

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Tuesday, January 7, 2014

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

The allegations of widespread wiretapping by New York's so-called "ethics" committees were relayed to New York Governor Andrew M. Cuomo on February 15, 2013, and to the DDC Chairman Mr. Roy R. L. Reardon, Esq., who confirmed, on March 27, 2013, his knowledge of the allegations. (Previously, on March 25, 2013, I had written to DDC Deputy Chief Counsel Naomi Goldstein, copying Mr. Reardon, of my hope that she would simply tell the truth about the improper activity, inter alia.)

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about New York's so-called "ethics" oversight entities.

Please take immediate action regarding this troubling issue, and so as to continue the DOJ's efforts to help all New Yorkers restore their faith in their government.

cc:

U.S. Attorney Loretta E. Lynch via facsimile 718-254-6479 and 631-715-7922
U.S. DOJ Civil Rights Section via facsimile 202-307-1379, 202-514-0212
The Hon. Arthur D. Spatt, via facsimile 631-712-5626
The Hon. Colleen McMahon via facsimile 212-805-6326
Hon. Shira A. Scheindlin via facsimile 212-805-7920
Assistant U.S. Attorney Demetri Jones via facsimile 631-715-7922
Assistant U.S. Attorney Perry Carbone via facsimile 914-993-1980
Assistant U.S. Attorney Brendan McGuire via 212-637-2615 and 212-637-0016
FBI SSA Robert Hennigan via facsimile 212-384-4073 and 212-384-4074
Pending SEC Chair Mary Jo White via facsimile 212-909-6836
Posted by Ethics Gate at 5:53 AM

**NY SUPREME COURT BOSSES ILLEGALLY WIRETAPPING
JUDGES CHAMBERS & HOMES. CHRISTINE ANDERSON
WHISTLEBLOWER ILLEGALLY TARGETED FOR 24/7/365
SURVEILLANCE IN RELATED CASE TO IVIEWIT ELIOT
BERNSTEIN RICO...**

FOR IMMEDIATE RELEASE

2753 N.W. 84th St. Boca Raton, Florida 33434-3459
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iviewit@iviewit.tv - www.iviewit.tv

Captain Carol Gregg
Palm Beach County Sheriff's Office
Financial Crimes Unit

Page 34 of 36
Tuesday, January 7, 2014

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

(Free-Press-Release.com) May 14, 2013 -- According to news reports, yes, the heads of the NY Supreme Court Ethics Department have been accused of derailing Justice by targeting victims and misusing Government Resources against private citizens with no other motive than Obstruction of Justice in court and regulatory actions against them or their cronies.

World Renowned Inventor Eliot Bernstein files NEW RICO RELATED CRIMINAL ALLEGATIONS against Law Firms Proskauer Rose, Foley & Lardner, Greenberg Traurig and more. Allegations that Bernstein was a target of these criminals cloaked as ATTORNEY AT LAW ETHICS BOSSES at the NY Supreme Court were presented to Federal Judge Shira A. Scheindlin. That evidence was presented that Bernstein's father may have been a target and murdered for his efforts to notify the authorities and more!!!

READ ALL ABOUT IT @

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obstruction%20of%20Justice165555%20WITI%20EXHIBITS.pdf>

PREVIOUS PRESS RELEASES RELATING TO JUDGES ILLEGALLY WIRETAPPED

That on Tuesday, February 19, 2013, ECC released the story,

ETHICSGATE UPDATE FAXED TO EVERY U.S. SENATOR THE ULTIMATE VIOLATION OF TRUST IS THE CORRUPTION OF ETHICS OVERSIGHT EXCLUSIVE UPDATE:

<http://exposecorruptcourts.blogspot.com/2013/02/ethicsgate-update-faxed-to-every-us.html>

That on August 24, 2007 Expose Corrupt Courts released the following story,

"JUSTICE DEPARTMENT WIDENS "PATENTGATE" PROBE BURIED BY ETHICS CHIEF THOMAS J. CAHILL..."

<http://exposecorruptcourts.blogspot.com/2007/08/justice-dept-widens-patentgate-probe.html>

Captain Gregg, thank you for your prompt consideration of these requests and feel free to call me or email regarding any information you may need from me to get all of this clarified.

2753 N.W. 34th St., Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 389-7628 (e) / (561) 245-8644 (f)
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Captain Carol Gregg
Palm Beach County Sheriff's Office
Financial Crimes Unit

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Tuesday, January 7, 2014

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Respectfully Yours,



Eliot T. Bernstein
Founder & Inventor

Iviewit Holdings, Inc. - DL
Iviewit Holdings, Inc. - DL
Iviewit Holdings, Inc. - FL
Iviewit Technologies, Inc. - DL
Uview.com, Inc. - DL
Iviewit.com, Inc. - FL
Iviewit.com, Inc. - DL
I.C., Inc. - FL
Iviewit.com LLC - DL
Iviewit LLC - DL
Iviewit Corporation - FL
Iviewit, Inc. - FL
Iviewit, Inc. - DL
Iviewit Corporation

cc/ec: Honorable Shira A. Scheindlin
Florida State Attorneys
Marc R. Garber, Esq.
Caroline Prochotska Rogers, Esq.
Michele Mulrooney, Esq.
Christine Yates, Esq.

Enclosure(s)/Attachment(s)/URL's

All Uniform Resource Locators (URL's) and the contents of those URL's are incorporated in entirety by reference herein and therefore must be included in your hard copy file WITH ALL EXHIBITS, as part of this correspondence and as further evidentiary material to be investigated. Due to allegations alleged by New York State Supreme Court Whistleblower Christine C. Anderson and similar claims in the Iviewit RICO & ANTITRUST Lawsuit regarding Document Destruction and

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 886-7628 (c) / (561) 245-8644 (f)
i@iviewit.com - www.iviewit.com

Captain Carol Gregg
Palm Beach County Sheriff's Office
Financial Crimes Unit

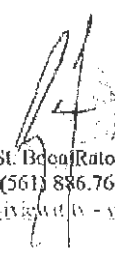
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Tuesday, January 7, 2014

Re: CASE NUMBERS - #1 (13097087), #2 (13097087) & #3 (12121312)

Tampering with Official Complaints and Records, PRINT all referenced URL's and their corresponding exhibits and attach them to your hard copy file, as this is now necessary to ensure fair and impartial review.

In order to confirm that NO DOCUMENT DESTRUCTION OR ALTERCATIONS have occurred, once complete forward a copy of this correspondence with all exhibits and materials included to, Eliot I. Bernstein at the address listed herein. This will insure that all parties are reviewing the same documentation and no additional illegal activity is taking place. If you, for any reason, are incapable of providing this confirmation copy, please put your reasons for failure to comply in writing and send that to Eliot I. Bernstein at the address listed herein. Note, that this is a request only for a copy of this Correspondence and the referenced materials and NOT a request for any Case Investigation information, which may be protected by law.

cmb/cfb



2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245-8588 (o) / (561) 886.7628 (c) / (561) 245-8644 (f)
icgwit@ivewit.com - www.ivewit.com

Eliot Ivan Bernstein

Subject: FW: UPDATE CASE NO. TBD - URGENT INFORMATION RE KIMBERLY MORAN ARREST and SENTENCING HEARING
Attachments: 20131203 Letter to Sheriff and State Attorney Regarding Moran Arrest and other crimes.pdf

From: Eliot Ivan Bernstein [mailto:lvewit@vewit.tv]
Sent: Tuesday, December 3, 2013 4:17 PM
To: Michael Rachel @ Florida - State Attorney (15th Judicial Circuit) (mrachel@sa15.state.fl.us); Jean Francis @ Florida - State Attorney (15th Judicial Circuit) (jfrancis@sa15.org)
Cc: Detective Ryan Miller #7704 ~ Special Investigations Division / Financial Crimes Unit @ Palm Beach County Sheriff's Office (millerr@pbso.org); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: UPDATE CASE NO. TBD - URGENT INFORMATION RE KIMBERLY MORAN ARREST and SENTENCING HEARING

Dear Michael, Jean and Det Miller,

I just was notified that the attachment to my earlier email below was truncated when converted to Adobe PDF in my rush to get it over to you before the hearing. Please replace that document with the one attached herein, which should have 20 pages. Sorry for any troubles, as I have been having tremendous email problems over the last several weeks due to a continued server attack, per my ISP, therefore please confirm receipt of this email and the entire attachment. Thank you and I look forward to speaking with all of you soon regarding these matters.

Eliot

Dear Jean,

I was just informed yesterday by your office that you have a hearing scheduled to charge Kimberly Moran tomorrow and I did not get a time and place as of this time. After speaking with you I expressed concerns that the wrong charges may be filed and that new evidence shows perjury in the official statements you are relying on for prosecution of Moran, which leads to a need for further investigation, not immediate prosecution. I have attached a draft letter I was sending to the Sheriff's office regarding the new crimes and misstatements in the Sheriff's arrest report that must be clarified and corrected so that Moran is charged with the exact crimes she committed and confessed to. I asked Det. Miller to have your offices call several weeks ago and he stated you would call me as you needed me and so I was awaiting a time to discuss the case with your offices for the first time and expose the new evidence and crimes alleged. I did not expect the call to be two days before the sentencing hearing and this leaves me rushing to get you this information that I was working on for Detective Miller and your offices. Due to this short notice of the hearing and the need to assess if she is being charged according to all the new evidence, I would like to have the hearing postponed until after we can meet to discuss these new issues. The new evidence shows both Moran and her employer have also perjured themselves in statements made in official proceedings to several different agencies and indicate far more serious crimes than those confessed to already. I have left several messages for Michael Rachel to call me back but I wanted you and him to have this document attached so that we may discuss it more in detail when he calls back and come to a decision regarding the hearing and the charges being filed and if they should be modified after further investigation. As a victim I feel that I deserve a chance to explain these matters before the prosecution of Moran for what I believe is the wrong crime as I will explain further when we speak why the crime being prosecuted for may in fact not be the crime admitted and confessed to. Since I have not been given ample time to review these new evidences and crimes with your offices or the Sheriff's

office matters that directly affect me and my family I ask that we not rush to prosecution. The document enclosed is a draft and due to our limited time I am sending it hurriedly without some of the exhibits installed yet and I will get you those as I finish them, if you would like any of the missing documents referenced in advance of that time please feel free to send me a request and I will email them over.

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

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Eliot I. Bernstein
Direct Dial: (561) 245-8588 (o)
(561) 886-7628 (c)

Sent Via Email:

Tuesday, December 3, 2013

Detective Ryan Miller
Palm Beach County Sheriff's Office
Financial Crimes Unit
17901 US Highway 441
Boca Raton, FL 33498-6445

and

Jean Francis
Florida - State Attorney (15th Judicial Circuit)
401 North Dixie Highway
West Palm Beach, FL 33401

and

Michael Rachel
Florida - State Attorney (15th Judicial Circuit)
401 North Dixie Highway
West Palm Beach, FL 33401

**RE: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR
KIMBERLY MORAN**

Dear Detective Ryan Miller, Jean Francis and Michael Rachel,

I received and reviewed a copy of your official report attached herein and there are several issues that need correction in light of new and damning evidence of other crimes, committed by other parties, all involved in preparing fraudulent documents in the estates of my parents and then looting the estates with the use of the forged and fraudulent documents. **These new crimes and documents are in addition to the crimes already admitted to by Moran of forgery, fraud and notary fraud in the six Waivers initially complained about that you arrested her for already.** Since these are new crimes than those originally complained about against Moran, I would like to file new criminal complaints for each crime committed by each of the new individuals alleged to have committed or participated in each crime herein, for the crimes that fall under the Sheriff's office jurisdiction. I would also like to reopen the Moran investigation based on new evidence of perjury in her statements to your office, the Governor Rick Scott's office and Judge Martin Colin and where there is perjury there is more to the story that must be investigated.

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

As for waiting for Judge Colin to file charges for the crimes identified by him in his court committed by Spallina, Tescher, Manceri and my brother Ted, as you requested after talking with the Judge, this leaves me feeling uncomfortable. I cannot wait for Judge Colin to file charges, as there are statutes of limitation issues as a victim for each crime that could interfere with my rights later, if Judge Colin fails to file criminal complaints as required by Judicial Canons and Law for the crimes he discovered and exposed. Therefore, I must file the criminal complaints myself to protect my rights for every crime discovered by Judge Colin and the new crimes alleged herein. In the alternative, if you still want to wait for those crimes discovered by Colin to be filed by Colin with your agency for prosecution, can you have your legal departments contact me in writing and explain how this will not cause me a loss of my rights in any way?

In a recent Court Order, dated, November 14, 2013, Judge Colin stated, "The Court has determined that it will take no action regarding the form of the pleadings or other documents that were submitted to the Court to close the Estate while Simon Bernstein was serving as Personal Representative." Judge Colin thus ruled that all documents that were submitted by my father when he was "serving" as Personal Representative have no further process after his review. However, the documents signed and filed in the estate of my mother with Colin, filed illegally POST MORTEM in my father's name, when my father could not be "serving" as Personal Representative, as he was dead at the time they were filed, are still actionable and in need of further investigation and prosecution.

The documents still actionable in Colin's court that were submitted POST MORTEM while Simon WAS NOT "SERVING," include but are not limited to, the Moran Forged and Fraudulent Waivers, the Petition of Discharge (Full Waiver) and other documents filed POST MORTEM for my father in my mother's estate, all are alleged FORGED and FRAUDULENT. These POST MORTEM documents which were filed not just in my mother's estate but also in my father's estate (not handled by Colin), include some done by Moran, others that were not and all of these must now all be investigated for FORGERY AND FRAUD, as these documents all combine to facilitate a host of other crimes.

A pattern and practice of criminal fraud is further evidenced when the Attorneys at Law, Robert Spallina and Donald Tescher, then illegally file a multitude of fraudulent documents over a period of four months with the courts, after my father is dead, with documents he allegedly was signing in the present. These attorneys failed to notify either of the probate courts that the man closing the estate and making significant beneficiary changes in the present, my father, was dead at the time he was doing so. The estate of my mother was closed and discharged by my deceased father by these attorneys as if he

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

were alive, which violates a vast number of laws and attorney ethical codes that now are cause for further investigation of not only Moran but the Attorneys at Law involved.

Judge Colin after learning of this crime perpetrated on his court, warned Attorneys at Law, Spallina, Tescher, Manceri and my brother Ted, that they should be read their Miranda Warnings, when he discovered the estate was closed illegally by a dead person at the September 13, 2013 hearing. I have provided copies of that hearing to you in prior submissions in the Moran case.

Even if Judge Colin presses charges with the Sheriff's department for the additional and new felony crimes that he discovered in his courtroom at the hearing against the Attorneys at Law and my brother Ted, this decision would have no bearing on the other documents and other crimes I am asking you to now investigate that are not before him. The other documents not before Colin, include but are not limited to, an alleged Will and Amended Trust Agreement that attempt to change beneficiaries of the estates of both my mother and father. The alleged beneficiary changes took place also are POST MORTEM, the documents used to make the changes are all legally deficient and are also alleged forged and fraudulent, all filed for my father POST MORTEM in my mother's estate, when he was not "acting" legally as Personal Representative.

In light of all these other documents, the Moran stories told regarding the Waivers being a one off event do not hold up and there is further evidence of perjury in her statements to various official agencies. Below, I have compiled a list of questions relating to your arrest report regarding Moran.

1. From the Sheriff's report you claimed,

DOCUMENTS RETURNED. THEY WERE FINALLY RETURNED IN AUGUST AND OCTOBER OF 2012.

- a. Moran claims that the Waivers were not all returned until October 2012, where one was not returned until a few weeks AFTER Simon's death because factually Jill Iantoni NEVER signed and returned her Waiver while Simon was alive and she sent it to Moran in October 2012 and he died in September 2012. This fact is materially important to the investigation because it materially effects statements made on Simon's "Petition to Discharge" – EXHIBIT 2 – SIMON'S PETITION TO DISCHARGE. In the Petition to Discharge, Simon claims under penalty of perjury that he has all the Waiver's and yet he never has them all while alive as Moran's statement proves. The Petition to Discharge was allegedly signed on April 09, 2012 with an alleged Waiver of Simon, yet Tescher and Spallina file neither document with the court until months later in October 2012, after Simon was deceased, which Judge Colin even

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

question in the hearing how this closing of an estate could be legally possible with a dead personal representative.

12 THE COURT: So you agree that in Shirley's
13 estate it was closed January of this year,
14 there was an order of discharge, I see that.
15 Is that true?

16 MR. ELIOT BERNSTEIN: I don't know.

17 THE COURT: Do you know that that's true?

18 MR. ELIOT BERNSTEIN: Yes, I believe.

19 THE COURT: So final disposition and the
20 order got entered that Simon, your father --

21 MR. ELIOT BERNSTEIN: Yes, sir.

22 THE COURT: -- he came to court and said I
23 want to be discharged, my wife's estate is
24 closed and fully administered.

25 MR. ELIOT BERNSTEIN: No. I think it
00025

1 happened after --

2 THE COURT: No, I'm looking at it.

3 MR. ELIOT BERNSTEIN: What date did that
4 happen?

5 THE COURT: January 3, 2013.

6 MR. ELIOT BERNSTEIN: He was dead.

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7 MR. MANCERI: That's when the order was
8 signed, yes, your Honor.

9 THE COURT: He filed it, physically came
10 to court.

11 MR. ELIOT BERNSTEIN: Oh.

12 THE COURT: So let me see when he actually
13 filed it and signed the paperwork. November.

14 What date did your dad die?

15 MR. ELIOT BERNSTEIN: September. It's

16 hard to get through. He does a lot of things

17 when he's dead.

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

18 THE COURT: I have all of these waivers by
19 Simon in November. He tells me Simon was dead
20 at the time.

21 MR. MANCERI: Simon was dead at the time,
22 your Honor. The waivers that you're talking
23 about are waivers from the beneficiaries, I
24 believe.

25 THE COURT: No, it's waivers of
00026
1 accountings.

2 MR. MANCERI: Right, by the beneficiaries.

3 THE COURT: Discharge waiver of service of
4 discharge by Simon, Simon asked that he not
5 have to serve the petition for discharge.

6 MR. MANCERI: Right, that was in his
7 petition. When was the petition served?

8 THE COURT: November 21st.

9 MR. SPALLINA: Yeah, it was after his date
10 of death.

11 THE COURT: Well, how could that happen
12 legally? How could Simon --

13 MR. MANCERI: Who signed that?

14 THE COURT: -- ask to close and not serve
15 a petition after he's dead?

- b. The Petition for Discharge was filed with the court as if Simon were alive in October 2012, as if Simon were making the statements in the present at that time in October when he was deceased, further made under penalty of perjury, is full of perjurious statements made by Simon if signed at any time. For instance, in the Petition to Discharge it states that at the time Simon signed the Petition in April 2012, he possessed all the signed Waivers from his children. Obviously and without doubt this claim of Simon's cannot be true according to the statements made by Moran to the Sheriff's department, whereby she claims first to have sent them out to the children in May 2012, so how could he claim to have them all back in April 2012? Further, Moran claimed she did not receive the Waivers all back until October 2012, after Simon was deceased and therefore Simon never had all the Waivers in his possession at any time while he was alive making his sworn statement false unequivocally. Thus, how could Simon who died on September 13, 2012, claim in a sworn official document signed under penalty of perjury filed with the court, to

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

- have had all the Waivers in his possession at any time while he was alive, if Jill's Waiver was not returned to Moran until October 2012? This makes the Petition to Discharge also suspect as yet, another fraudulent and possibly forged document in the chain of documents used to attempt to seize dominion and control of the estates in order to fraudulently change the beneficiaries of Simon and Shirley's estates and convert the assets through a series of frauds that have followed.
- c. Note that almost all of the statements made by Simon in the Petition to Discharge made under penalty of perjury and supposedly signed on April 09, 2012 (the same day Moran admits to forging his name on the other Waiver), are factually perjurious and untrue at the time allegedly signed or filed by Simon. So either Simon was committing fraud and perjury in the document or it is a fraudulent document forged for him POST MORTEM.
 - d. The Waivers and Petition to Discharge were filed with the Court in October 2012 through January 2013 as part of a series of alleged fraudulent documents to close the estate of Shirley, with Simon allegedly filing these documents with the court and acting as the Personal Representative & Trustee while he was deceased. The documents were filed by Tescher & Spallina with the court as if Simon were alive in order to perpetrate a Fraud on the Court through Identity Theft and more, as was learned in the September 13, 2013 hearing. Tescher and Spallina filed documents for several months POST MORTEM on Simon's behalf and never notified the court that Simon was deceased. These crimes were evidenced in the September 13, 2013 hearing, where Judge Colin first warned the lawyers and my brother that he should read them their Miranda warnings for the crimes he had prima facie evidence had taken place in his court by them, crimes separate and distinct from those of Moran and using a variety of different documents.

16 MR. MANCERI: Your Honor, what happened
17 was is the documents were submitted with the
18 waivers originally, and this goes to
19 Mr. Bernstein's fraud allegation. As you know,
20 your Honor, you have a rule that you have to
21 have your waivers notarized. And the original
22 waivers that were submitted were not notarized,
23 so they were kicked back by the clerk. They
24 were then notarized by a staff person from
25 Tescher and Spallina admittedly in error. They
00027

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1 should not have been notarized in the absentia
2 of the people who purportedly signed them. And

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY
MORAN

3 I'll give you the names of the other siblings,
4 that would be Pamela, Lisa, Jill, and Ted
5 Bernstein.

6 THE COURT: So let me tell you because I'm
7 going to stop all of you folks because I think
8 you need to be read your Miranda warnings.

9 MR. MANCERI: I need to be read my Miranda
10 warnings?

11 THE COURT: Everyone of you might have to
12 be.

13 MR. MANCERI: Okay.

14 THE COURT: Because I'm looking at a
15 formal document filed here April 9, 2012,
16 signed by Simon Bernstein, a signature for him.

17 MR. MANCERI: April 9th, right.

18 THE COURT: April 9th, signed by him, and
19 notarized on that same date by Kimberly. It's
20 a waiver and it's not filed with The Court
21 until November 19th, so the filing of it, and
22 it says to The Court on November 19th, the
23 undersigned, Simon Bernstein, does this, this,
24 and this. Signed and notarized on April 9,
25 2012. The notary said that she witnessed Simon
00028

1 sign it then, and then for some reason it's not
2 filed with The Court until after his date of
3 death with no notice that he was dead at the
4 time that this was filed.

5 MR. MANCERI: Okay.

6 THE COURT: All right, so stop, that's
7 enough to give you Miranda warnings. Not you
8 personally --

9 MR. MANCERI: Okay.

10 THE COURT: Are you involved? Just tell
11 me yes or no.

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

14 transaction?

15 MR. SPALLINA: I was involved as the
16 lawyer for the estate, yes. It did not come to
17 my attention until Kimberly Moran came to me
18 after she received a letter from the Governor's
19 Office stating that they were investigating
20 some fraudulent signatures on some waivers that
21 were signed in connection with the closing of
Page 16

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22 the estate.

- i. The series of exchanges here presumes that Simon's signed the document on April 09, 2012 and it was later submitted in November. Yet, according to Moran's statement that is NOT Simon's signature on the document, it is her FORGED signature, it was not merely notarized in his absentia, it is not his signature at all on the document.
- e. Judge Colin has not at this point arrested Ted, Spallina, Tescher and Manceri for the crimes that he is fully aware of that took place in his court with these forged documents, and I am unclear if he has reported these felony crimes to the proper authorities as required by Judicial Cannons and Law at this time. These felony crimes are not those of Moran or related to her document forgeries and fraud and are wholly new crimes I did not report in my initial complaint, as I had not learned of them at that time. I do believe I sent to your offices updates regarding these matters however. That the Sheriff's department should note that the Judge stated twice in the September 13, 2013 hearing, the transcript exhibited herein, that he should read Robert Spallina, Esq., Donald Tescher, Esq., Mark Manceri, Esq. and my brother Ted, their Miranda warnings. Not for the crimes committed and admitted to by Moran that you have most successfully prosecuted but for NEW CRIMES he found they had committed, including Fraud on the Court and filing of false instruments in official proceedings through identity theft of a deceased person.
- f. Further, at the hearing Spallina LIES to the Court by stating that the signatures on the Waiver's resubmitted by Moran were the same signatures as on the alleged originals, yet Moran's statement to the Sheriff contradicts this statement entirely.

23 THE COURT: So what's the resolution of

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

24 the notary problem? Has that been resolved?

25 MR. SPALLINA: I can speak to it.

00050

1 MR. MANCERI: Please, Robert, go ahead.

2 The Judge is addressing you, be my guest.

3 MR. SPALLINA: In April of last year we

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4 met with Mr. Bernstein in April of 2012 to

5 close his wife's estate.

6 THE COURT: No, I know that part.

7 MR. SPALLINA: Okay.

8 THE COURT: I mean everyone can see he

9 signed these not notarized. When they were

10 sent back to be notarized, the notary notarized

11 them without him re-signing it, is that what

12 happened?

13 MR. SPALLINA: Yes, sir.

14 THE COURT: So whatever issues arose with

15 that, where are they today?

16 MR. SPALLINA: Today we have a signed

17 affidavit from each of the children other than

18 Mr. Bernstein that the original documents that

19 were filed with The Court were in fact their

20 original signatures which you have in the file

21 attached as Exhibit A was the original document

22 that was signed by them.

23 THE COURT: It was wrong for Moran to

24 notarize -- so whatever Moran did, the

25 documents that she notarized, everyone but

00051

1 Eliot's side of the case have admitted that

2 those are still the original signatures of

3 either themselves or their father?

4 MR. SPALLINA: Yes, sir.

- g. From the statement above Mr. Spallina, an Attorney at Law, has falsified information in a court proceeding by stating the signatures were not forged and

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

were the original signatures and this poses new crimes that were not originally filed in the Moran investigation. I would like to have Spallina charged with this most serious crime of false statements in official proceedings by an attorney at law.

2. From the Sheriff's report you state,

ELMOUSEIN, STATING THE DOCUMENTS WERE NOT NOTARIZED AND THEY NEED TO BE. MORAN STATED THAT AT THIS TIME, SHE TOOK IT UPON HERSELF TO TRACE EACH SIGNATURE OF THE SIX MEMBERS OF THE BERNSTEIN FAMILY ONTO ANOTHER COPY OF THE ORIGINAL WAIVER DOCUMENT. SHE THEN NOTARIZED THEM AND RESUBMITTED THEM TO THE COURTS.

a. That the "tracing" aka FORGERY is critical in these matters, as stated by Judge Colin in the Sept 13, 2013 hearing, when he states,

17 THE COURT: Mr. Bernstein, I want you to
18 understand something. Let's say you prove what
19 seems perhaps to be easy, that Moran notarized
20 your signature, your father's signature, other
21 people's signatures after you signed it, and
22 you signed it without the notary there and they
23 signed it afterwards. That may be a wrongdoing
24 on her part as far as her notary republic
25 ability, but the question is, unless someone
00060
1 claims and proves forgery, okay, forgery,
2 proves forgery, the document will purport to be
3 the document of the person who signs it...

Your investigation and arrest for fraudulent notarization of documents fails to prosecute properly for the admitted crime of forgery, as the document you are arresting her for is not a document I or my father signed that a notary stamp was then affixed to as your charges indicate. Instead, the document contains a forged signature on a document she wholly recreated and affixed a notary stamp on, which is not the document I or my father signed at all but rather a document she signed and this changes everything in the estate.

b. Further, there are conflicting statements made by Moran to two separate investigatory agencies regarding the documents, which implicate her in Perjury. Where at first Moran claims to the Governor's office that the documents were

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

"identical" other than the fraudulent notary stamp she affixed and then telling a wholly different story to the Sheriff department, whereby she claims to have wholly recreated the documents and then "traced" aka forged six signatures making them wholly dissimilar and not "identical" at all. This appears to be felony Perjury and obstructing official investigations through false statements.

- c. Moran's statement above to the Sheriff's office therefore contradict her statement to the Governor, as she now admits to "tracing" aka forging the signatures, which is yet another distinct and separate felony crime times six signatures, including one for my deceased father. Therefore, Moran should be charged for felony forgery that she has now admitted to in your investigation, in addition to the fraudulent notarization of documents, which she was arrested for already.
- d. Based on these facts, I would like to press additional charges for the crime of perjury by Moran as well as forgery, as the perjury was not learned until after reviewing your arrest report with the conflicting statement. Now it becomes imperative to find out which of these statements is true, if either, and why she is lying to authorities. Again, we allege that Simon never signed a Waiver in April or November and that both documents were forged for him, along with a host of others.

ACTIONS. WE ALSO SPOKE WITH SPALLINA ALONE. SPALLINA STATED HE WAS NOT AWARE OF MORAN'S ACTIONS UNTIL SHE TOLD HIM. MORAN STATED SHE WAS MADE AWARE THAT OTHERS HAD CAUGHT ONTO WHAT SHE DID ONCE SHE RECEIVED NOTICE FROM THE GOVERNOR'S OFFICE, NOTARY EDUCATION DIVISION. ELIOT FILED A COMPLAINT ON HER WITH THE STATE. I WAS SUPPLIED WITH A COPY OF THE COMPLAINT AND CORRESPONDENCE BY ELIOT. I ALSO SPOKE WITH ERIN TUPER MAKING HER AWARE OF MY INVESTIGATION. ELIOT SUPPLIED A SWORN WRITTEN STATEMENT TO THE ORIGINAL

- e. The statements by Spallina and Moran regarding when Spallina knew of the criminal acts is another highly relevant point in the investigation and evidence of perjury exists in the statements made by both Moran and Spallina. Moran claims to first learn people were on to her, when she is notified by the Governor's Office in a letter dated July 23rd 2013. Spallina states he was not aware of Moran's actions until she told him, which according to her statements to authorities was sometime after July 23rd 2013 when she was contacted by the Governor's office. This statement that they did not know until that time is materially false as they learned of the crimes of Moran and the forged and fraudulent documents on or about May 06, 2013, when Spallina was served two separate Petitions filed by me with the probate courts. The Petitions were already submitted to you in the Moran investigation and contained

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

the forged and fraudulent documents and the allegations against Moran and others. The Petitions served to them on May 6, 2013 filed with both Judge Colin and Judge French were titled "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE" ("Petition 1".) The Petitions containing the forged and fraudulent documents can be found @
www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

In the September 13, 2013 hearing Spallina also claims to the Judge falsely that,

15 MR. SPALLINA: I was involved as the
16 lawyer for the estate, yes. It did not come to
17 my attention until Kimberly Moran came to me
18 after she received a letter from the Governor's
19 Office stating that they were investigating
20 some fraudulent signatures on some waivers that
21 were signed in connection with the closing of
Page 16
22 the estate.

Therefore, Spallina's claims in your investigation that he did not know about the crimes until Moran confessed to him which is factually false as he must hide that they knew of the crimes in May and did nothing but try to liquidate assets as fast as they could before anyone caught on. Spallina was well aware of the crimes of forgery and fraud alleged against Moran in May 2013 when he was served the Petitions months before he tries to claim in court and to investigators. What is important to note is that Spallina failed to take any actions to notify authorities or correct the matters with the court when he learned of them in May. Until the long arm of the law came knocking months later at Moran's door does he finally take action in September to rectify these matters, claiming that he just learned of them in July when Moran was noticed by the Governor. This again is making false statements in official investigations and in a court and I would like to file a complaint against Robert Spallina for this false statement of fact.

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3. From the Sheriff's report you claim,

IN THIS CASE, IN SPEAKING WITH SPALLINA, WE FOUND THAT THE DOCUMENT IN QUESTION CHANGES THE INHERITANCE OF PERSONAL PROPERTY IN THE ESTATE OF SHIRLEY BERNSTEIN FROM SIMON AND SHIRLEY'S CHILDREN TO THEIR GRANDCHILDREN.

- a. This statement from Spallina that the "document in questions changes the inheritance of personal property in the estate of Shirley Bernstein from Simon and Shirley's children to their grandchildren," contradicts the statements made to the Sheriff's office by Jill and Lisa and Ted in the report whereby they claimed "That as far as they know, the fraudulent notarization changed nothing with the estate" and Ted's claim "that the mistake did not affect the estate." The question now is who is telling the truth, Spallina or my siblings.
- b. If the documents change the beneficiaries fraudulently, this would constitute CONVERSION and THEFT that was enabled through a fraud on the court with forged and fraudulent documents and a fraud on the true and proper beneficiaries.
- c. In the October 28, 2013 Evidentiary Hearing it was learned that not only did the Waivers affect the estate of Shirley but other documents filed, including the alleged fraudulently notarized Will and Amended Trust filed by Spallina and Tescher in my father's estate, all now combine to throw into question who the ultimate beneficiaries will be in my mother's estate. The question of who the beneficiaries are will now have to be determined by the courts, due to the crimes of Moran and others. Therefore, I would say that contrary to my siblings statements that the crimes had no effect on the estate, contradicted by Spallina's statement that it changes beneficial interests, the crimes have had a devastating effect on the estate of my mother and the ultimate beneficiaries who have been damaged immensely and at great cost thus far.

4. From the Sheriff's report you stated,

AND SIMON BERNSTEIN. THE ONLY CRIMINAL WRONGDOINGS FOUND ARE THE AFOREMENTIONED FRAUDULENTLY NOTARIZED DOCUMENTS.

- a. That this statement is materially false and should be corrected in the report, as you also found criminal wrongdoings, including Forgery aka "tracing" of signatures and failed to identify this crime properly in the report or prosecute for ADMITTED FORGERY. That this statement is therefore materially false and should be corrected and the correct crimes prosecuted.

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

- b. You were also given evidence of the criminal wrongdoing of Spallina, Tescher, Manceri and Ted exposed in the September 13, 2013 hearings. These crimes involved new crimes in closing the estate with a dead person as if alive and while related to the crimes of Moran, were committed with a variety of different documents and by different parties, who committed fraud on the court and more by Tescher, Spallina, Moran, Manceri, Baxley and Ted. Judge Colin identified these crimes and criminals as already exhibited herein and earlier submissions to your office in the Moran case.
- c. That you were also aware that the documents changed who received personal properties and this is a crime of conversion and theft as well, as the fraudulent and forged documents of Moran, according to Spallina, caused a conversion of personal properties to the wrong beneficiaries.
- d. Did you review the alleged Will and Amended and Restated Trust filed in my father's estate given to you? Whereby these documents also appear fraudulently notarized by now a one Lindsay Baxley, whom complaints were filed against with the Governor's office for improper notarization. On these documents, both Moran and Spallina aided Baxley, as they signed as witnesses to the documents she improperly notarized. Further, the fraudulent Will and Amended and Restated Trust give Tescher & Spallina alleged powers as executors/personal representatives of the estate of Simon and where Spallina drafted these documents as Attorney at Law only days before Simon passed away, while undergoing a battery of physical and psychological tests for problems with his brain and more. Spallina further witnesses the documents on these fraudulently notarized documents, again evidencing alleged fraud and fraudulent official documents in an official proceeding filed with the courts. This fraudulent witnessing of key estate documents that Spallina drafted, witnessed and gained financial benefits from and control of the estates with, represents new crimes which Spallina should be investigated for and prosecuted for. Again, it is alleged that the Will and Amended Trust were done post mortem and are further forgeries and that these documents were used to ILLEGALLY seize Dominion and Control over the estates and begin conversion of the properties to the knowingly wrong parties through a variety of felony frauds and thefts.
- e. Did you review the real estate documents signed by Ted that appear fraudulent and were submitted as part of the additional evidence provided to you in the Moran case? It should be noted that it was learned that prior to the October 28, 2013 Evidentiary Hearing that Ted was acting in fiduciary roles that he had not had prior to that day to liquidate assets. During the time Ted acted in the false fiduciary capacities he sold and converted real estate property and distributed the funds

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knowing that he did not have the fiduciary power to act in any capacity at the time. Ted took no legally necessary steps to properly notify the court or the alleged beneficiaries of his presumed fiduciary capacities in Shirley's estate because they were not legal. It was learned in the September 13, 2013 hearing that no successors to Simon were ever elected in the estate or trusts, as Simon closed the estate of Shirley and administered her trust while dead, as part of the fraud on the court and the beneficiaries.

- f. Ted also claimed in the September 13, 2013 hearing that he was Trustee of the estate of Shirley, which was learned later in the hearing to be a false statement, as Simon died as Personal Representative and Trustee of Shirley's estate and then while dead closed Shirley's estate as if he was alive. Simon was used to fraudulently close the estate while dead, as it was learned that Attorneys at Law Spallina and Tescher did not notify the court of his death and elect a successor Personal Representative or Trustee. Therefore, no successors were ever elected or granted Letters of Administration after Simon died, as would be the normal action when the Personal Representative dies, other than when identity theft and fraud on the court is being committed with a dead person.

5. From your report you claim,

BASED ON THE FACTS AND FINDINGS OF THIS INVESTIGATION, I FIND PROBABLE CAUSE FOR THE ARREST OF MORAN FOR CRIMINAL ACTIONS UNDER THE COLOR OF LAW OR THROUGH USE OF SIMULATED LEGAL PROCESS, P.F.S. 943.0855 (3), DUE TO THE FACT THAT SHE DID WILLINGLY AND KNOWINGLY SIMULATE A LEGAL PROCESS OF A LEGAL DOCUMENT REGARDING PERSONAL PROPERTY, KNOWING THAT THE DOCUMENT CONTAINED FRAUDULENT SIGNATURES. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER 37704

- a. Moran's acts were also forgery, why was she not charged with it?
 - b. Moran's acts also became part of a fraud on a court when they were filed in an official proceeding, why was she not charged with that as well?
 - c. Identity Theft was committed regarding Simon's forged documents post mortem being filed in the courts why was she not charged with that?
6. Insurance Fraud and Fraud on a Federal Court involving Robert Spallina, Kimberly Moran and Theodore Bernstein.
 - a. Robert Spallina filed a claim with Heritage Union Life Insurance Company for a policy on my father Simon Bernstein, acting as "trustee" of a what Spallina has stated is a lost trust, allegedly named the "Simon Bernstein Irrevocable Insurance Trust Dtd.

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

6/21/95." EXHIBIT 5 – SPALLINA CLAIM FORM. That MORAN is also involved in drafting and sending via mail and wire letters on behalf of Spallina to the insurance carrier to effectuate this fraud.

- b. Robert Spallina knew he was not the "trustee" of this lost trust, as he has consistently maintained that he has never seen the trust or had possession of the trust and that due to the trust being lost, it was a "best guess" as to who the beneficiaries and trustees were, see EXHIBIT 6 – SPALLINA CORRESPONDENCES REGARDING THE "LOST" TRUST
- c. After the claim was rejected by the carrier for failing to provide a clear path to the beneficiaries or trustees and failing to provide a trust document validating Spallina's and Ted's claims to be trustees. Ted and his brother-in-law's brother, attorney at law Adam Simon, Esq. then filed a breach of contract lawsuit in Federal Court with Ted claiming to the federal court now to be the "trustee" of the lost trust. The same lost trust that Spallina claimed to be "trustee" for when filing his fraudulent insurance claim. The breach of contract suit was brought because the carrier would not pay Spallina acting as Trustee of the lost trust and asked for a probate court order approving the lost trust beneficiaries Spallina claimed. The lawsuit was filed without my knowledge despite claims the benefits were in part for me and I was notified when the life insurance company filed a counter complaint against Ted and A. Simon and sued me as a third party defendant. This suit alerted me that they were trying to abscond with the benefits through this frivolous breach of contract lawsuit, constituting Abuse of Process, Fraud on a US District Court and insurance fraud. That Ted, Pam, Jill and Lisa do not want the benefits to flow to the estate as is the law in a lost beneficiary situation typically, as their children will get the funds. In Ted and Pam's case, their children are adults and would directly receive the proceeds if paid to the estate, which provides a motive for the fraud. That the lost trust and the lost insurance policy (not even the carrier appears to have a copy) and the documents and records of certain of the trusts involved were maintained by Pam and her husband David B. Simon, Esq. Despite Rule 26 disclosures from the carrier and Ted, at this time no trust or insurance contract has been produced by any party making claim, including the insurance companies and banks involved and this may indicate suppression or destruction of documents in efforts to perpetrate a fraud.
- d. That Tescher and Spallina have also been counter sued in this federal case but have failed as of this date to respond.

7. Questions for Det Miller

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245.8588 (o) / (561) 886.7628 (c) / (561) 245-8644 (f)
iviewit@iviewit.tv - www.iviewit.tv

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

- a. Did you just take statements from people at face value when determining the voracity of their statements? Did you investigate any of the perjuries that occurred in the various criminal and civil investigations and court transcripts of Moran or Spallina that were sent to you that wholly contradict statements made to the Sheriff's office?
- b. Did you review the hearing transcript statements whereby Judge Colin identified OTHER documents that were presented to the court by Spallina, Tescher, Manceri and Ted filed POST MORTEM by my father, not the documents done by Moran but other documents used to perpetrate a fraud on the court to close the estate, using documents and claims of Simon after he was dead, using him as if he were alive?
- c. For all of these NEW crimes presented herein I would like to file NEW criminal complaints for identity theft, fraud on the court, conversion, insurance fraud, fraud, etc. against each and every party involved and for each and every crime committed where there is prima facie evidence for each and admissions. Millions of dollars of cash and assets are missing from the estates, inventories are specious, and documents are suppressed from the beneficiaries including two trusts, an insurance contract and more.
- d. Did you review the reasons for Judge Colin claiming that he should read Miranda's to Ted, Spallina, Tescher and Manceri for fraud on a court and more in the closing of Shirley's estate with a series of other apparently fraudulent documents that are all improperly notarized or otherwise signed.

That based on the information contained herein and in my prior complaint regarding Moran and others, I would like to file the following criminal charges in separate claims or as one conspiracy claim, including but not limited to;

1. Perjury, several counts against Moran for conflicting statements regarding forgery and fraud in investigations.
2. Forgery, against Moran
3. Fraudulent Notarizations and alleged Forgery, against Lindsay Baxley
4. Perjury and false statements in official proceedings by Robert Spallina
5. Fraud on a Court and False official documents filed in the Probate Court, against Robert Spallina, Donald Tescher and Mark Manceri.
6. Personal and Real Property Theft and Conversion against Spallina, Tescher, Manceri, Ted, Moran, Baxley, Pam, Jill and Lisa.
 - a. New evidence in approximately \$1,000,000.00 of jewelry stolen from the estates now exists that was not reported in inventories of Simon or Shirley and

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY MORAN

were removed from the estate by Ted, Pam, Jill and Lisa. Certain items that were listed on inventories prepared by Ted do not match up to appraisals that were done in 2010 for insurance purposes and the numbers are hundreds of thousands different for what appear identical pieces, yet the discrepancies in color and clarities may indicate that fencing of jewels took place and replacement with inferior jewels were used for Ted's appraisal. See EXHIBIT ___ - TED 2013 ESTATE JEWELRY APPRAISAL AND 2010 CHARTIS INSURANCE APPRAISAL

7. Conspiracy, against Spallina, Tescher, Manceri, Ted, Moran, Baxley, Pam, Jill and Lisa
8. Identity Theft, Robert Spallina, Donald Tescher and Moran.
9. Mail and Wire Fraud against Spallina, Tescher, Moran and Baxley.
10. Insurance Fraud

Where allegations of MURDER of my father abounded from day one of his death, with claims of overdosing and poisoning and an autopsy and police investigation ordered and controlled by Ted, blaming or framing my father's girlfriend, Maritza Puccio.

While there were talks in May 2012 that my father was considering making changes to his estate plan, these plans were never completed and without the fraudulent and forged documents done post mortem for him, the changes would never have taken place.

These fraudulent and forged documents materially change the beneficiaries, the trustees and the distribution of the estates assets, converting the assets to improper parties and therefore all these other documents than the Waivers Moran admitted criminal acts in creating must be individually investigated and the crimes they permit must then also be prosecuted. Where Moran and Spallina are found perjuring statements to officials there is indisputably more to investigate and properly prosecute.

My father was an expert estate planner, he invented complex insurance plans involving complex estates for 40 years or more, he was one of the most successful in the industry and if he had wanted his estate beneficiaries changed they would have been perfect documents and not materially flawed, improperly notarized and forged and illegally notarized for him. My father stood for integrity in my life and he would have never filed perjured statements in official documents like on the Petition to Discharge or filed fraudulent inventories and other documents. My father would be ashamed of what his children have done to change the beneficiaries to their likings, POST MORTEM, through these frauds and not allow his and Shirley's last wishes to be executed properly and monies transferred to the beneficiaries they elected prior to the attempted frauds.

Thank you for your prompt consideration of these requests.

Detective Ryan Miller
Palm Beach County Sheriff's Office
Financial Crimes Unit

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Tuesday, December 3, 2013

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY
MORAN

Respectfully Yours,



Eliot I. Bernstein
Founder & Inventor

Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uview.com, Inc. – DL
iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation

cc/ec: Honorable Shira A. Scheindlin

Honorable Martin Colín

Honorable David French

Enclosure(s)/Attachment(s)/URL's

All Uniform Resource Locators (URL's) and the contents of those URL's are incorporated in entirety by reference herein and therefore must be included in your hard copy file WITH ALL EXHIBITS, as part of this correspondence and as further evidentiary material to be Investigated. Due to allegations alleged by New York State Supreme Court Whistleblower Christine C. Anderson and similar claims in the Iviewit RICO &

2753 N.W. 34th St. Boca Raton, Florida 33434-3459
(561) 245.8588 (o) / (561) 886.7628 (c) / (561) 245-8644 (f)
iviewit@iviewit.tv - www.iviewit.tv

Detective Ryan Miller
Palm Beach County Sheriff's Office
Financial Crimes Unit

Page 20 of 20
Tuesday, December 3, 2013

Re: CASE # 13097087 - RESPONSE TO SHERIFF'S ARREST REPORT FOR KIMBERLY
MORAN

ANTITRUST Lawsuit regarding Document Destruction and Tampering with Official Complaints and Records, PRINT all referenced URL's and their corresponding exhibits and attach them to your hard copy file, as this is now necessary to ensure fair and impartial review.

In order to confirm that NO DOCUMENT DESTRUCTION OR ALTERCATIONS have occurred, once complete forward a copy of this correspondence with all exhibits and materials included to, Eliot I. Bernstein at the address listed herein. This will insure that all parties are reviewing the same documentation and no additional illegal activity is taking place. If you, for any reason, are incapable of providing this confirmation copy, please put your reasons for failure to comply in writing and send that to Eliot I. Bernstein at the address listed herein. Note, that this is a request only for a copy of this Correspondence and the referenced materials and NOT a request for any Case Investigation information, which may be protected by law.

cmb/eib

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

CRIMINAL DIVISION V

STATE OF FLORIDA

CASE NO. SD2013CFD10745AXXXMB
ISSUE CAPIAS

vs.

KIMBERLY FRANCES MORAN, W/F,
10/24/1978, 595-86-7590

FILED
13 OCT -9 PM 3:43
CLERK
PALM BEACH COUNTY, FL
CIRCUIT CRIMINAL

INFORMATION FOR:

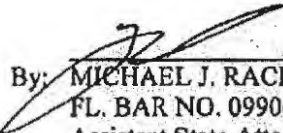
1) FALSE OR FRAUDULENT ACKNOWLEDGMENT OF SIGNATURE BY NOTARY PUBLIC

In the Name and by Authority of the State of Florida:

DAVID ARONBERG, State Attorney for the Fifteenth Judicial Circuit, Palm Beach County, Florida, by and through his undersigned Assistant State Attorney, charges that:

COUNT 1: KIMBERLY FRANCES MORAN on or about November 19, 2012, in the County of Palm Beach and State of Florida, did, while a notary public, falsely or fraudulently take an acknowledgment of an instrument as a notary public, or falsely or fraudulently make a certificate as a notary public or falsely or fraudulently receive an acknowledgment of the signature of ELIOT BERNSTEIN on a written instrument, contrary to Florida Statute 117.105. (3 DEG FEL)

DAVID ARONBERG
STATE ATTORNEY

By: 
MICHAEL J. RACHEL
FL. BAR NO. 0990604
Assistant State Attorney
Fifteenth Judicial Circuit

STATE OF FLORIDA
COUNTY OF PALM BEACH

Appeared before me, MICHAEL J. RACHEL, Assistant State Attorney for Palm Beach County, Florida, personally known to me, who, being first duly sworn, says that the allegations as set forth in the foregoing information are based upon facts that have been sworn to as true, and which, if true, would constitute the offense therein charged, that this prosecution is instituted in good faith, and certifies that testimony under oath has been received from the material witness or witnesses for the offense.


Assistant State Attorney

Sworn to and subscribed to before me this 9 day of October, 2013.


NOTARY PUBLIC, State of Florida

MJR/ds
Citation Nos. (if applicable):



FCIC REFERENCE NUMBER:

1) FALSE OR FRAUDULENT ACKNOWLEDGMENT OF SIGNATURE BY NOTARY PUBLIC
2699

NOTICE OF CONFIDENTIAL INFORMATION WITHIN COURT FILING

Pursuant to Florida Rule of Judicial Administration 2.420(d)(2), the filer of this court record (Information) indicates that confidential information is included within the document being filed; to wit: Social Security Number, § 119.0714.

PROBABLE CAUSE AFFIDAVIT						
1. Arrest 2. N.T.A. 3. Request for Warrant 4. Request for Capias				3	Juvenile	
OBTS Number		Agency Name			Agency Report Number	
FLO 6 0 0 0 0 0		PALM BEACH COUNTY SHERIFF'S OFFICE			06 - 13-097087	
Charge Type: <input checked="" type="checkbox"/> 1. Felony <input type="checkbox"/> 3. Misdemeanor <input type="checkbox"/> 5. Ordinance				Special Notes:		
Check as many <input type="checkbox"/> 2. Traffic Felony <input type="checkbox"/> 4. Traffic Misdemeanor <input type="checkbox"/> 6. Other as apply.						
Defendant's Name (Last, First, Middle)				Race	Sex	Date of Birth
Moran, Kimberly Frances				w	f	10/24/78
Charge Description			Charge Description			
Criminal actions through use of simulated legal process						
Charge Description			Charge Description			
Victim's Name (Last, First, Middle)				Race	Sex	Date of Birth
Bernstein, Elliot I.				w	m	9/30/63
Victim's Local Address (Street, Apt. Number)		(City)	(State)	(Zip)	Phone	Address Source
2753 NW 34 th St.		Boca Raton	FL	33434	888-7628	verbal
Victim's Business Address (Name, Street)		(City)	(State)	(Zip)	Phone	Occupation
					245-8588	unemployed
The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named Defendant committed the following violation of law. The Person taken into custody...						
<input type="checkbox"/> committed the below acts in my presence. <input type="checkbox"/> was observed by _____ who told _____ <input checked="" type="checkbox"/> confessed to <u>Det. Miller #7704</u> that he/she saw the arrested person commit the below acts. admitting to the below facts. <input type="checkbox"/> was found to have committed the below acts, resulting from my (described) investigation.						
On the 15 day of July, 2013 at 12:40 <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M. (Specifically include facts constituting cause for arrest).						

NARRATIVE:

Eliot Bernstein filed a report with the Palm Beach County Sheriff's Office through D/S B. Longworth. Eliot reported that he felt some fraudulent/forged documents had been filed in the Palm Beach County Court System.

On August 23, 2013 I met with Eliot Bernstein reference his complaint. He stated that due to some documents being fraudulently notarized a larger fraud has occurred. He supplied me with copies of a document titled: Waiver of Accounting and Portions of Petition for Discharge: Waiver of Service of Petition for Discharge: And Receipt of Beneficiary and Consent to Discharge, for the Estate of Shirley Bernstein, who is Eliot's deceased mother.

Eliot stated that in the first part (believed to be April) of 2012, his father had a meeting with him and his four siblings (Ted, Pamela, Jill, & Lisa). I have since found out that this was a conference call which took place at the office of Attorney Robert Spallina, who is/was the Attorney for Simon and Shirley Bernstein. It should be noted that Simon has since passed, which occurred on or about September 13, 2012. At this conference call, which was in the first part of 2012, Simon Bernstein revealed to his children that he would like them to sign the aforementioned waiver. It is believed that there was also some discussion of inheritance and who was to get what upon Simon's passing.

Investigation revealed that all five children and Simon signed the aforementioned waiver that was sent to them by Spallina's legal assistant, Kimberly Moran. I spoke with Moran on 9/24/13 and she admitted to sending out the waiver as told to by her

NARRATIVE CONTINUATION

boss. The waivers were then signed and returned. Simon's was signed on 4/9/12 and Eliot's on May 15, 2012. It was found that the other siblings did not return their document for several months. Moran stated she had to conduct follow-up e-mails and phone calls to get the documents returned. They were finally returned in August and October of 2012.

Moran stated she filed the documents with the court in October of 2012. She received a memorandum for Judge Martin Colin's case manager, Astride Limouzin, stating the documents were not notarized and they need to be. Moran stated that at this time, she took it upon herself to trace each signature of the six members of the Bernstein family onto another copy of the original waiver document. She stated she did this at the law office located at 4855 Technology Way, Boca Raton, Florida. She admitted she did this without authorization from anyone. She then notarized them and resubmitted them to the courts. When I interviewed her on 9/24/13, she stated she did not really have a reason why she forged the signatures, other than to maybe save time.


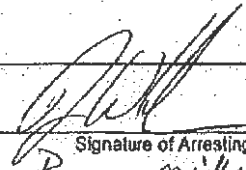
I spoke with Lisa and Jill via phone on September 10, 2013. They stated that as far as they know, the fraudulent notarization changed nothing with the estate since they willingly and knowingly signed the original documents. They stated that they do not wish to pursue anything criminally. I spoke with Ted on 9/24/13. He also stated that the mistake did not affect the estate and does not wish to pursue anything criminally. To date Pamela has not responded to my phone messages or e-mails.

D/S Mark Berey was present during my interviews with Moran, Ted, and Spallina. We spoke to Moran alone. The interview was recorded. She admitted to make a poor decision, but stated she did not benefit financially from her actions. We also spoke with Spallina alone. Spallina stated he was not aware of Moran's actions until she told him. Moran stated she was made aware that others had caught onto what she did once she received notice from the Governor's Office, Notary Education Division. Eliot filed a complaint on her with the state. I was supplied with a copy of the complaint and correspondence by Eliot. I also spoke with Erin Tuper making her aware of my investigation. Eliot supplied a sworn written statement to the original reporting deputy, stating that he wishes to pursue criminal charges. Eliot also told me himself that he wishes to pursue charges any criminal wrongdoings in this case. In speaking with Spallina, we found that the document in questions changes the inheritance of personal property in the Estate of Shirley Bernstein from Simon and Shirley's children to their grandchildren.

Based on the facts and findings of this investigation, I find probable cause for the arrest of Moran for Criminal Actions under the color of law or through use of simulated legal process, F.S.S. 843.0855 (3), due to the fact that she did willingly and knowingly

NARRATIVE CONTINUATION

simulate a legal process of a legal document regarding personal property, knowing that the document contained fraudulent signatures

Sworn and Subscribed before me	8828		
Signature Notary Public / Clerk of Court / Officer (F.S.S 117.10)		Signature of Arresting / Investigating Officer	
Name of Notary Public / Clerk of Court / Officer (F.S.S 117.10)	Det Justin Markella	Name of Officer (Please Print)	Ryan Miller 7704
Date	9-25-13	Date	9-25-13

**PALM BEACH COUNTY SHERIFF'S OFFICE
CENTRAL RECORDS
FSS EXEMPTIONS/CONFIDENTIAL**

- | | |
|--|---|
| <input type="checkbox"/> 119.071(2)(c) Active criminal intelligence/active criminal investigative Information | <input type="checkbox"/> 119.071(5)(g)1 Biometric Identification Information (Fingerprints, palm prints, and footprints) |
| <input checked="" type="checkbox"/> 119.071(2)(e) Confession | <input type="checkbox"/> 119.071(2)(f) Confidential Informants |
| <input type="checkbox"/> 365.171(12) Identity of 911 caller or person requesting emergency service | <input type="checkbox"/> 316.066(5)(a) Crash reports are confidential for period of 60 days after the report is filed |
| <input type="checkbox"/> 119.071(2)(d) Surveillance techniques, procedures, and personnel; inventory of law enforcement resources, policies or plans pertaining to mobilization, deployment or tactical operations | <input type="checkbox"/> 119.071(2)(h)(1) Identity of victim of sexual battery, lewd and lascivious offense upon a person less than 16 years old, child abuse, sexual offense |
| <input type="checkbox"/> 119.071(2)(l) Assets of crime victim | <input type="checkbox"/> 985.04(1) Juvenile offender records |
| <input type="checkbox"/> 119.071(5)(a)(5) Social security numbers held by agency | <input type="checkbox"/> 119.0712(2) Personal information contained in a motor vehicle record |
| <input type="checkbox"/> 119.071(5)(b) Bank account #, debit, charge and credit card numbers held by an agency | <input type="checkbox"/> 119.071(2)(b) Criminal intelligence/investigative information from a non-Florida criminal justice agency |
| <input type="checkbox"/> 395.3025(7)(a) and/or 456.057(7)(a) Medical information | <input type="checkbox"/> 394.4615(7) Mental health information |
| <input type="checkbox"/> 943.053/943.0525 NCIC/FCIC/FBI and in-state FDLE/DOC | <input type="checkbox"/> 119.071(4)(c) Undercover personnel |
| <input type="checkbox"/> 119.07(4)(d) Extra fee if request is voluminous or requires extensive personnel, technology | <input checked="" type="checkbox"/> 119.071(4)(d)(1) Home address, telephone, soc. security #, date of birth, photos of active/former LE personnel, spouses and children |

Other:

Case No:13-097087

Tracking No.: 15-07-1853

Clerk Name/ID:S Petit 8339

Date: 10/1/2015

9/11/2015

<u>Case #</u>	<u>Submission #</u>	<u>Description</u>	<u>Size</u>	<u>Location</u>
13-097087	001	Cd Moran statement.	SSB	RM259

00 001 13

9/11/2015

<u>Case #</u>	<u>Submission #</u>	<u>Description</u>	<u>Size</u>	<u>Location</u>
14-029489	001	Original amended trust/ copy altered amended trust/ Spallina interview 1/21/14	SSB	RM270
14-029489	002	Ted and Alan interviews cd.	SSB	RM272
14-029489	003	Lisa and Jill's interviews cd.	SSB	RM272
14-029489	004	6 partial dist forms.	SSB	RM273
14-029489	005	Cd w/ Walkers statement and attachment.	SSB	RM274
14-029489	006	Cd w/ Eliot and Candace interview/ copy of full waiver.	SSB	RM274
14-029489	007	Cd Bernstein emails/ 3 copies of original trust documents.	SLB	B1448

CONFIDENTIAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
 IN RE: ESTATE OF File No. 502011000653XXXX SB
 SHIRLEY BERNSTEIN, Probate Division
 Deceased.

2012 OCT 24 PM 1:31
 SHARON L. BERNSTEIN, CLERK
 PALM BEACH COUNTY, FL
 SOUTH CITY SQUARE, 5TH FLOOR-FILED

PETITION FOR DISCHARGE
 (full waiver)

Petitioner, SIMON BERNSTEIN, as personal representative of the above estate, alleges:

1. The decedent, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, and Letters of Administration were issued to petitioner on February 10, 2011.

2. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

3. Petitioner has filed all required estate tax returns with the Internal Revenue Service and with the Department of Revenue of the State of Florida, and has obtained and filed, or file herewith, evidence of the satisfaction of this estate's obligations for both federal and Florida estate taxes, if any.

4. The only persons, other than petitioner, having an interest in this proceeding, and their respective addresses are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	spouse	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult

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Pamela B. Simon	950 North Michigan Avenue Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th Street Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult

5. Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), files herewith waivers and receipts signed by all interested persons:

- (a) acknowledging that they are aware of the right to have a final accounting;
- (b) waiving the filing and service of a final accounting;
- (c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;
- (d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;
- (e) waiving the inclusion in this petition of a plan of distribution;
- (f) waiving service of this petition and all notice thereof;
- (g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and
- (h) consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.

Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.



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 April 9, 2012.

Personal Representative



SIMON L. BERNSTEIN

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: 

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008

XXXXXX DATA FROM BERNSTEIN, BILLY/FLORIDA COUNTY FLORIDA BERNSTEIN, FL 33431

CONFIDENTIAL



Miller, Ryan W.

From: Rachel Walker <rachel3584@gmail.com>
Sent: Friday, February 14, 2014 2:31 PM
To: Miller, Ryan W.
Subject: Notes pertaining to Eliot Bernstein's Petition to Freeze Estates

Hi Detective Miller!

I couldn't locate my notes initially made when first reading Eliot's petition so I took a few hours to read and make them again. I tried to only comment on notions that included me but also noted my knowledge on other circumstances. I hope it helps everyone in finalizing this issue and let it come to an end sooner rather than later. I also just realized you were the detective Shirley and I worked with regarding the scam elevator guy, Claude a few years back!

p.12 pp.14

The change of beneficiaries was not done as intent for protection. It was done that way to be fair according to Shirley and Simon.

p.15pp.28

Though Simon signed the paperwork to change beneficiaries in July, he had made the decision to do so well before the May 10, 2012 family conference call.

p.17pp.42

The sisters didn't just "take" Shirley's belongings and jewelry. Simon administered each piece to each girl as he knew were Shirley's wishes and fair. I was there and witnessed it.

p.17pp.45

Simon may have told Eliot that, after he learned of the division of Shirley's belongings, to calm Eliot after learning this upset him.

p.17pp46

Not true. There is a ring that was left to Ally that everyone knows about.

p.18pp.47

A "boycott" was never planned nor intended for the situation. Those kids had a past with Maritza that Eliot and his family were unaware of. They had ill feelings and experiences with her which led them to detest her return into their family's life and rightfully so.

p.18pp.48

TRUE. They were correct, however, it wasn't a "boycott". They informed Eliot of their experiences with Maritza, which Eliot had no clue about since his family were not in the picture during that time.

p.18.pp.49

The did not "boycott" seeing Simon, they refused to see Simon when he was with Maritza. They had many dates with Simon without Maritza. Simon tried to push Maritza on everyone in a very uncomfortable way especially not taking their personal feelings into account. He was very mentally mixed up after Shirley passed.

p.18pp.51

It's not a crazy notion. They all told Simon that he was welcomed but Maritza is not. So, ultimately, it was Simon's decision to chose Maritza over his family.

p.19pp.53

This is simply untrue. Simon was perplexed by more than that. He was ultimately depressed by the loss of Shirley and didn't know how to cope and therefore covered his pain with this made up fantasy of his relationship with Maritza.

p.19pp.56

Not true. Jill, Julia and I all stayed at the condo. Jill made a valiant effort to see her father and not let his personal relationship with Maritza taint theirs. We all went to lunch together and Puccio showed up late and then left before sitting at the table due to her own insecurities. That same evening we all went to dinner together, including Maritza, and everything was fine. Simon actually chose to have Father's Day brunch the next morning with Maritza and her friends instead of his own daughter and granddaughter.

p.19pp.57

This is only speculation of Eliot

p.20pp.58

The changes weren't made because he hadn't seen his family members. He hadn't seen his family members because he chose Puccio over seeing them. He made the changes because even though he and Shirley already agreed their plan was fair, he decided to skip the children due to arguments and felt it was fair for the grandchildren without any further arguments.

p.21pp.71ii

Fainting and dizzy spells didn't happen until late August/early September.

p.21pp.71iv

This was the Sunday prior to Simon's passing that I was called to come over and Simon was totally out of it. This is the day I took all of his medications and hid them from him because he couldn't remember what or when he did anything. I left a list for Maritza to administer his meds when and how much and not to leave him alone at the house or in a room as he could harm himself. I also found vicodin in his little heart pill console he keeps on him at all times. I actually still have a 30 minute recording on my phone which i left in the kitchen secretly with Maritza and Simon as I went upstairs to gather his medicines. I can't really hear much of what is said on it but maybe a professional can if you think this would be prudent to the case.

p.22pp76

Dr. Baum was weirdly unavailable for several hours before learning that he couldn't treat Simon at that hospital. We called many times stating an emergency and requesting documents and he ignored. Completely out of character for him.

p.24pp.86

Upon arrival to the hospital that morning, Eliot had taken it upon himself to designate himself as Simon's Health Care Proxy. It is known to all the family that Simon's living will states to not resuscitate if quality of life deteriorates.

p.24pp.87

The amount of resuscitations done by staff and doctors was beyond their expert advice but without Simon's living will in hand Eliot kept making the decision to resuscitate until the doctor finally came out and said that its nearly abuse to his body at this point. Though in Eliot's defense he was in complete despair and unable to take in the horrible reality clouded his decision making.

p.24pp.89

TRUE. Simon was in a vegetative state as advised by the ER doctor.

p.25pp.92

It wasn't weird to go and keep an eye on Maritza. Earlier in the day I had overheard Maritza try to make a couple of stupid excuses to leave the hospital bedside of her supposed love/bf and I called her out on it and so then made sure I went to the house before she had a chance to and gathered all checks, checkbooks, and Simon's wallet for safekeeping.

p.25pp.95

Absolutely untrue.

p.26pp.102

Yes, true and Candice had also informed me that Maritza sneakily gave Simon a big white pill that looked like the vicodin, thinking no one was watching.

p.27pp.104

To my knowledge, before the passing of Shirley or Simon, Ted has always been the fiduciary of Shirley's estate and the properties that were in her name.

p.28pp.114

Correct. The code to the safe had been changed without my notice. However, I still had keys, combinations and garage door openers until changed by the family, which very well could've been the next day I don't remember.

p.28pp.115

I did not move out because of problems with Maritza. Nor did my relationship phase Simon at all or cause him any stress. I moved out because Simon thought it was time for me to live my own life and not worry about him any longer and was having Maritza move in. I didn't join any said "boycott". I saw Simon's relationship with Maritza more than anyone else and had good reason to disapprove of him investing so much into her. Simon never felt betrayed by me. He knew I wanted what was best for him, which excluded Maritza, but being the stubborn person he was he did what he ultimately wanted to do and no one could influence him otherwise, right or wrong.

p.30pp.127

It wasn't days later. The night Simon was in the hospital and we were sent home until the next set of visiting hours Candice, Eliot and I went to dinner and I showed them the document and asked what to do with it. They advised me to hang onto it and that it's not signed and was created while Simon was completely psychotic so it held no worth. The check was not made out to her, it was completely black and taken from the back of the checkbook.

p.30pp.128

Didn't discuss with Ted at the hospital

p.30pp.130

This paragraph is either a blatant lie or completely misconstrued memory of Eliot's. Simon never said such a thing to Eliot nor did Eliot or Candice have any idea of such document until I showed them at dinner. They were in disagreement of the document that night also so I don't know how this memory was changed in their heads. All Simon said to all of us constantly while he was in the hospital bed was to make sure "they" didn't hurt her. They being his family members.

p.31pp.135

Not true. Only big red pills I have ever taken were diet pills and if I did give some to Candice that wasn't out of the ordinary. I never said to forget it and that those pills were meant for someone else though. Another misconstrued memory of Eliot's.

p.31pp.136

Not true. Only the computer in the office on the second floor seemed that way as it was new because the old computer had crashed. However, our IT guy, Keith Resig, was able to retrieve most of the information from the old computer and was on a dropbox which just needed to be downloaded to the new computer.

p.31pp.139

Don't know how any documents from Heritage Union Life Insurance Company were missing. We had just had Diana send in a check to them in August before the policy ran out for non payment.

p.55pp.266

Fitzmaurice is mistaken or Eliot heard her incorrectly as Simon saying he was once worth that much. Since the crash of 2008 the Bernstein's had to take out a line of credit a couple of times to make ends meet and since then he was never worth more than \$10million. I CAN TELL YOU that Simon at all times had about \$3million invested through JP Morgan in addition to other accounts with thousands of dollars. The day he passed he had \$70,000.00 something in his main checking account (which I paid bills with). Then apparently after handing all the info over to the estate we were told there is nothing.

p.55pp.267

Simon was probably embellishing for his ego. He did not possess that much in assets at once for years. However, Shirley and Simon had always told me that there is a separate, account/trust/something set up to take care of their grandchildren's school and home should they pass on.

p.57pp.279

I don't want to comment too much on the financials managed outside of my everyday duties but to my knowledge through conversations with both Shirley and Simon, that Stanford no longer holds any money of the Bernsteins because of the losses due to Stanford's ponzi scheme around 2008/2009.

p.89pp.406

Maritza had no estate interests, however the estate was depleting weekly as, in laymans terms, she was being paid by the estate to "be with" Simon. Money was transferred to Sabadell bank where Simon kept an account for her in his name. This account was used to fund her family in Venezuela and herself. She already made many "agreements" for large sums of money for "dating" Simon Bernstein. But months leading up to Simon's death she was repulsed by him to where she couldn't be in the same room as him, didn't sleep in the same room as him anymore and constantly made up excuses to leave the house without him. She confided in me that she couldn't stand to be around him anymore and wanted to leave but financially couldn't do that to herself or her family so she "put up with him".

p.89pp.407

This said document was not created in sound mind by Simon. Check was never filled out, it was blank, and the terms of the contract were never met so it's null and void.

p.89pp.408

It was never mentioned probably because it didn't possess any real quality and by that morning after no sleep for days I was solely concerned about the misuse of drugs that was administered to Simon by Maritza.

p.90pp.413

It was said by Simon Many times to myself and others- Maritza does not receive anything financially or by his estate after he passes, that she gets what is given to her while he is alive and she is his "girlfriend".

UL

**FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT**

This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "*Trust Agreement*," which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.
2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("*TED*") and PAMELA B. SIMON ("*PAM*"), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder."

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:




SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of Nov, 2008:



Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076



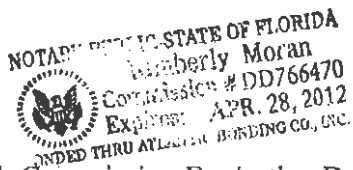
Print Name: Rachel Walker
Address: 100 Plaza Real South
Apt. 308
Boca Raton, FL 33432

STATE OF FLORIDA

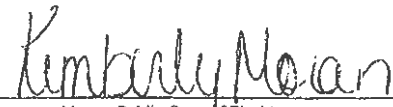
SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.



[Seal with Commission Expiration Date]



Signature - Notary Public - State of Florida

Print, type or stamp name of Notary Public

Personally Known or Produced Identification _____
Type of Identification Produced _____

N:\WPDATA\dr\Bernstein, Shirley & Simon\2008 Estate Planning\First Amendment to Shirley Bernstein Trust Agreement.wpd [11/09/26 18:08]


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

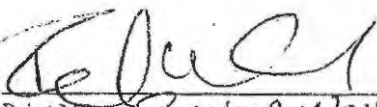


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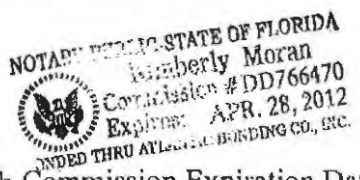
Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076




Print Name: Rachel Walker
Address: 100 Plaza Real South
Apt. 308
Boca Raton, FL 33432

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

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[Seal with Commission Expiration Date]



Signature - Notary Public - State of Florida

Print, type or stamp name of Notary Public

Personally Known or Produced Identification _____
Type of Identification Produced _____

N:\WPDATA\ldfr\Bernstein, Shirley & Simon\2008 Estate Planning\First Amendment to Shirley Bernstein Trust Agreement.wpd [11/09/26 18:08]

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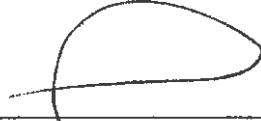
3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

=====

[remainder of page intentionally left blank]

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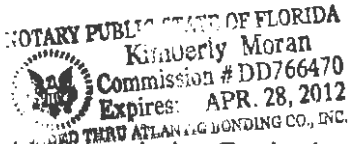
Print Name: Rachel Walker
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apt. 308
Boca Raton, FL 33432

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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[Seal with Commission Expiration Date]



Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known or Produced Identification
Type of Identification Produced _____

N:\WPDATA\dr\Bernstein, Shirley & Simon\2008 Estate Planning\First Amendment to Shirley Bernstein Trust Agreement.wpd [11/09/26 18:08]

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SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of Nov, 2008:



Print Name: ROBERT L. SPALLINA
Address: 7387 WISTER AVENUE
PARKLAND, FL 33076



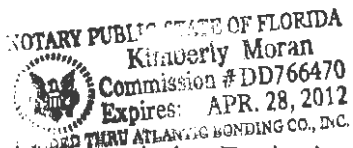
Print Name: Rachel Walker
Address: 100 Plaza Real South
apt 308
Boca Raton, FL 33432

STATE OF FLORIDA

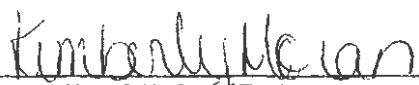
SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of November, 2008, by SHIRLEY BERNSTEIN.



[Seal with Commission Expiration Date]



Signature - Notary Public - State of Florida

Print, type or stamp name of Notary Public

CONFIDENTIAL

Personally Known or Produced Identification _____
Type of Identification Produced _____

N:\WPDATA\dr\Bernstein, Shirley & Simon\2008 Estate Planning\First Amendment to Shirley Bernstein Trust Agreement.wpd [11/09/26 18:08]



IRS DEPARTMENT OF THE TREASURY
 INTERNAL REVENUE SERVICE
 P.O. BOX 9003
 HOLTSVILLE NY 11742-9003

002920.378262.0009.001 1 MB 0.326 530



DANIEL BERNSTEIN IRREV TRUST
 TRACI KRATISH PA TTEE
 950 PENNINSULA CORP CIR STE 3010
 BOCA RATON FL 33487

002920

Date of this notice: 04-19-200

Employer Identification Number:
 20-7354918

Form: SS-4

Number of this notice: CP 575

For assistance you may call us
 1-800-829-4933

IF YOU WRITE, ATTACH THE
 STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 20-7354918. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account or even cause you to be assigned more than one EIN. If the information isn't correct as shown above, please correct it using tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041

04/15/2008

If you have questions about the form(s) or the due dates(s) shown, you can call or write to us at the phone number or address at the top of the first page of this letter. If you need help in determining what your tax year is, see Publication 536, Accounting Periods and Methods, available at your local IRS office or you can download this Publication from our Web site at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

TRUST AGREEMENT
FOR THE
DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

001

TRUST AGREEMENT
FOR THE
DANIEL BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Daniel Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, DANIEL BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

**ARTICLE 6
PROTECTION OF INTERESTS**

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7
FIDUCIARY POWERS**

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment

funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform

Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all

rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

**ARTICLE 9
PERPETUITIES PROVISION**

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

**ARTICLE 10
ADMINISTRATION AND CONSTRUCTION**

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) **Trustees.**

- (1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

CONFIDENTIAL

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Judith M. Johnson
Julian M.

[Signature]
Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Traci Kratish, P.A.

Judith M. Johnson
JM

[Signature] FOR TRACI KRATISH, P.A.

[Signature] AS PRESIDENT

Two witnesses as to Traci Kratish

Traci Kratish, President

0011

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

TRUST AGREEMENT
FOR THE
JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
JAKE BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Jake Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JAKE BERNSTEIN.

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a

beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) **Trustees.**

- (1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Joseph M. Johnson
[Signature]

[Signature]
Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Traci Kratish, P.A.


Joseph M. Johnson
[Signature]

[Signature] FOR TRACI KRATISH, P.A.
[Signature] PRESIDENT
Traci Kratish, President

Two witnesses as to Traci Kratish

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
P.O. BOX 9003
HOLTSVILLE NY 11742-9003


Date of this notice: 03-12-2007

Employer Identification Number:
20-7294156

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at
1-800-829-4933


JOSH BERNSTEIN IRREV TRUST
TRACI KRATISH PA TTEE
950 PENNISULA CORP CIR STE 3010
BOCA RATON FL 33487

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

102592

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 20-7294156. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account or even cause you to be assigned more than one EIN. If the information isn't correct as shown above, please correct it using tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041

04/15/2007

If you have questions about the form(s) or the due dates(s) shown, you can call or write to us at the phone number or address at the top of the first page of this letter. If you need help in determining what your tax year is, see Publication 536, Accounting Periods and Methods, available at your local IRS office or you can download this Publication from our Web site at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

TRUST AGREEMENT
FOR THE
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

- (1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

- (a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

INITIAL

Executed as of the date first written above.

Signed in the presence of:

Joseph M. Janor
[Signature]

Two witnesses as to Simon Bernstein

SETTLOR

[Signature]
Simon Bernstein

Signed in the presence of:

Joseph M. Janor
[Signature]

Two witnesses as to Traci Kratish

TRUSTEE

Traci Kratish, P.A.

[Signature] FOR TRACI KRATISH, P.A.
[Signature] AS PRESIDENT

Traci Kratish, ~~PA~~, President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

U.S.



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

WRITER'S DIRECT DIAL NUMBER: (561) 355-6991

WRITER'S E-MAIL ADDRESS: arose@mrachek-law.com

November 28, 2016

The Honorable Rosemarie Scher
North County Courthouse
3188 PGA Boulevard
Palm Beach Gardens, FL 33410

Re: *Estate of Simon L. Bernstein*
Case No.: 502012CP004391XXXXNBIH

Estate of Shirley Bernstein
Case No.: 502011CP000653XXXXNBIH

Shirley Trust Construction: Ted Bernstein, etc., et al. v. Alexandra Bernstein, et al.,
Case No.: 502014CP003698XXXXNB-IH

Dear Judge Scher:

As discussed at the UMC hearing last Tuesday, this is intended to be a short summary of the status of Bernstein matters, filed by the Trustee of the two relevant trusts: Simon L. Bernstein Amended and Restated Trust dtd 7-25-2012 ("Simon Trust") and Shirley Bernstein Trust Agreement dtd 5-20-2008 ("Shirley Trust"). This summary is as short as possible, but it takes two pages just to explain the names of the parties and interested persons.

Although there have been four prior judges, only Judge Colin and Judge Phillips conducted substantive hearings. When the case was before Judge Colin, it seemed like an unmanageable circus, in large part due to uncertainty as to who were proper beneficiaries and repeated attacks on fiduciaries and counsel.¹ Judge Phillips brought order to chaos; determined after a trial who are the rightful beneficiaries of these estates and trusts; appointed a Guardian ad Litem to protect the interests of three children whose father was acting in an adverse and destructive manner; and shepherded the case much closer to the finish line. The most important thing now, regardless of how any issue gets resolved or the outcome of any hearing or trial, is to continue moving forward and not revert to the past.

¹ This is explained in a 14-page Omnibus Status Report submitted to Judge Phillips at an initial Status Conference. [Case 502012CP004391 DE 393] Among other things, Eliot Bernstein harassed, defamed and later sued the Trustee, professionals, the beneficiaries, and even hinted at suing Judge Colin.

Estate of Simon L. Bernstein

Case Number: 502012CP004391XXXXNBIH

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Judge Phillips first set a trial to determine the validity of the Wills and Trusts, which determined the proper beneficiaries. A one-day trial was held on December 15, 2016, at which time Judge Phillips heard evidence and entered a Final Judgment upholding the validity of Simon's and Shirley's Wills and Trusts, and finding that Ted Bernstein had done nothing wrong.² [Case 502014CO003698 DE 113]

Based upon the Final Judgment, we have made great progress. At a mediation in July, everyone but two parties (Stansbury and Eliot, as described below) were able to resolve all of their disagreements. There is a signed Mediation Settlement Agreement subject to Court approval. As a result, we are near the finish line on the Shirley side. However, Stansbury and Eliot continue to disrupt and delay the orderly administration of Simon's Estate; are trying to influence the Simon Trust even though neither has standing on those issues; and are causing unnecessary expense.

Briefly, let us introduce you to the players:

Our law firm represents Ted S. Bernstein, the Trustee of both trusts and the PR of Shirley's Estate. Ted is the oldest child of Shirley (died 12-8-2010) and Simon (died 9-13-2012). Their deaths have led to four cases: Shirley's Estate (Case 502011CP000653); Shirley's Trust (Case 502014CP003698); Simon's Estate (Case 502012CP004391); and Simon's Trust.³

Simon and Shirley had five children and ten grandchildren; all of these are aligned and in agreement except for Eliot Ivan Bernstein ("Eliot").

Eliot lives in a world filled with conspiracy and fraud, where everyone is a thief, forger or murderer, and where he was car-bombed to cover up the theft of his trillion dollar invention. (<http://iviewit.tv/>) Faced with certain poverty after his parents' deaths, Eliot lashed out against his parent's surrogate – his older brother Ted – and others in vicious and cruel ways. (<http://tedbernsteinreport.blogspot.com/>)⁴

² "Based on the evidence presented, the Court finds that Plaintiff, Ted S. Bernstein, Trustee, was not involved in . . . any other improper act, contrary to the allegations of Eliot Bernstein made in the pleadings in this case or in various blogs and websites in which Eliot Bernstein has attacked the actions of Ted Bernstein." *Id.* ¶5.

³ There currently is no pending case directly involving Simon's Trust. Eliot's Petition to remove Ted as Trustee was dismissed by Judge Phillips on April 8, 2016. [Case 502015CP001162 DE # 39]

⁴ Eliot's cyber-terrorism, which no court is equipped to stop, was not limited to Ted, and included the undersigned and most of the other professional and fiduciaries, including the judges. One post was entitled "*Judge David French, Judge Martin Colin and the Corrupt Overreaching Florida Probate Courts*"

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The root of Eliot's anger is understandable. One minute he was living the Life of Riley, based upon his parents' agreement to provide him a house and pay all of his living expenses and private school for his three sons (\$80,000 per year), providing total support of more than \$200,000/year. Once Simon died, Eliot's support ended immediately. In an instant Eliot was flat broke – disinherited, and cut-off from all means of support. Eliot does not work, and claims to be indigent.

Moreover, Eliot expected to be rich once his parents died. According to Eliot's court filings and testimony, he believed his parents' net worth was more than \$100 million, and he would inherit \$30 million more. Instead, he gets nothing. His children are beneficiaries, and do get 10% each, but Eliot has done all he can to destroy what little (perhaps \$3 million total) his parents left behind.

The other disgruntled person Simon left behind is William Elwood "Bill" Stansbury ("Stansbury"), now represented by Peter Feaman, Esq. Stansbury claims that Simon cheated him out of millions of dollars in a business venture. (Simon, Ted and Stansbury had each been involved in the insurance business, but never worked together except for a few years [2006-2012] when they all were involved in a Florida life insurance business started by Simon and Ted.)

Stansbury sued Simon shortly before his death; has timely filed an independent action against Simon's Estate; and should be focused on litigating that claim rather than trying to control the strings of these probate court proceedings. Stansbury succeeded in stirring things up and installing a neutral PR after the initial PRs resigned (opposing Ted's Petition to be appointed as Simon's PR), but otherwise has been thwarted by adverse judicial rulings. Now, with a new judge, he seeks to revisit prior rulings of Judges Colin and Phillips.

The only other players who need specific mention are Simon's prior counsel. Those lawyers took some improper actions after Simon's death, but have been replaced and have suffered severe consequences. Indeed, there is a pending settlement between those lawyers and everyone else – Mr. O'Connell, as Simon's PR; Ted as Shirley's PR and Trustee of both trusts; the GAL and all beneficiaries (other than Eliot of course). Eliot has tried to leverage the conduct of these lawyers to fuel his conspiracy theories, but their actions caused limited harm to the estates and trusts, and no harm to Eliot.

Against that backdrop, and with Judge Phillips' retirement, this has landed before Your Honor. We have made great progress, but need to keep moving these cases forward before the professional fees eat the rest of the money. To date, the replacement curator and PR have incurred more than \$300,000 in professional fees, and made little progress toward getting the Simon Estate closer to the finish line. That needs to start changing on the Simon side.

... " (<http://tedbernsteinreport.blogspot.com/2016/02/judge-david-french-judge-martin-colin.html>).

On the Shirley side, we are essentially at the finish line. The Final Judgment (on appeal) resolved that the beneficiaries are ten grandchildren and that Eliot has no standing.⁵ Once a GAL was appointed to represent the interests of Eliot's children, the parties attended mediation in July with Retired Judge Ronald Alvarez, and entered into a confidential Mediation Settlement Agreement. (A copy is provided to the Court for *in camera* review.) The settlement resolves everything, and includes resolution of the claim against the former attorneys; the closure of the Estate; and the distribution of assets as soon as Eliot's appeals are rejected. All we need is (i) an order approving the settlement; (ii) appointment of a trustee for the three Eliot Children Trusts;⁶ and (iii) orders determining the GAL's compensation, to be paid from Eliot's Children's share, and discharging the GAL.

On the Simon side, there are more loose ends, but the most important thing to do is handle the 800-pound gorilla, Stansbury's \$2.5 million claim. Nothing can happen until that claim has been settled or tried, and settlement efforts have been exhausted. When Stansbury did not settle at the July mediation, the beneficiaries agreed to get the case tried quickly and by the Mrachek Firm, which has extensive prior knowledge and involvement in that case. Stansbury did not object to Mrachek's retention, and an Order was entered. [DE 496] But once the Stansbury independent action actually began moving forward, Stansbury tried to put the brakes on by moving to vacate the Order retaining Mrachek. [DE 497] That Motion threatens to hold up the critical issue of moving Stansbury's case forward, so we can decide if he has no claim (in which case we can get rid of him once and for all) or he has a valid claim against the assets of the Estate.

There are a number of other matters to resolve on the Simon side, as set forth on the List of Pending Matters being submitted in advance of the Status Conference, but what cannot be allowed to happen is the slow bleed of money that soon will render the Estate penniless.

On behalf of the Trustee, who now speaks with a singular and clear voice on behalf of all of beneficiaries, the Court should not allow Stansbury or Eliot to cause further disruption. Stansbury is just a potential claimant to whom no money is now due, and he cannot be allowed to continue disrupting the interests of the fiduciaries and beneficiaries. Making matters worse, Stansbury has done little to prosecute his claim against the Estate, and now is trying to put on the brakes.

The Court also cannot allow Eliot to continue his involvement unchecked. Eliot has been barred from participation in the Shirley matters, but may have some limited rights in Simon's estate

⁵ The appeal has little chance of success. Eliot presented no witnesses or evidence to establish any challenge to the Wills and Trusts. The appeal is fully briefed.

⁶ Simon's Trust names Eliot to that role, but he has refused to serve.

Estate of Simon L. Bernstein

Case Number: 502012CP004391XXXXNBIH

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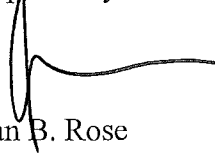
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because he filed a personal claim against Simon's Estate. He cannot be allowed to bootstrap those limited rights to continue an all-out assault as he has been doing for years, and cannot be allowed to cause the Estate and Trust to "burn all the money" so no one gets any. For example, the Final Judgment ruling that Eliot lacked standing would have ended the nonsense in a normal case, but this one is not normal. In addition to filing numerous appeals (Eliot has filed nine appeals to the Fourth DCA since his father's death⁷ and one to the Supreme Court), Eliot continued to disrupt the probate proceedings. On motion in each case and after evidentiary hearings, Judge Phillips entered Orders Appointing a Guardian Ad Litem. [Case 50214CP3698 DEs 154, 161, 175; and Case 502012CP004391 DE 443] In those orders, Judge Phillips expressly found that Eliot was acting adverse and destructive to the interests of his children, and appointed former probate judge Diana Lewis as GAL.

Both Stansbury and Eliot already have tried to remove Ted as Successor Trustee, but both failed.⁸ Eliot continues to pursue his agenda, but for the most part is no longer relevant to these proceedings. However, Stansbury continues to persist in trying to control the course of these proceedings. If Stansbury has a legitimate and valid claim, his primary goal should be trying that case. Anything else makes no sense, and certainly cannot be of any help to the Estate and Trust beneficiaries.

We appreciate Your Honor's time and attention to these matters, and look forward to working with Your Honor to bring about an orderly, just and fair outcome.

Respectfully submitted,



Alan B. Rose

Enclosure (for *in camera* review)

cc: All parties on attached service list, w/o enclosure

⁷ Eliot filed at the 4th DCA a Motion for Rehearing En Banc on December 15, 2015, after the denial of a writ petition in Case No. 4D15-3849, stating: "The case is thus of not only exceptional importance but statewide importance as not only implicating related ongoing frauds upon the United States but the fundamental Due Process issue of whether the Florida Courts themselves can be an appropriate forum for the Petitioner given the current Florida Supreme Court Judge Jorge Labarga's involvement in the underlying frauds . . . in a case where possible murder has been alleged."

⁸ Stansbury's petition to remove Ted was dismissed by Judge Phillips for lack of standing under § 736.0706(1), Fla. Stat. [Case 5012CP004391 DE # 240] Eliot's petition also was dismissed. (see fn. 1)

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SERVICE LIST - CASE NO. 502012CP004391XXXXNBIH

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: [Eliot I. Bernstein \(iviewit@iviewit.tv\)](mailto:Eliot.I.Bernstein@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0766 - Telephone
(561) 833-0867 - Facsimile
Email: [John P. Morrissey \(john@jmorrisseylaw.com\)](mailto:John.P.Morrissey@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

Pamela Beth Simon
303 E. Wacker Drive, Suite 2725
Chicago, IL 60601
Email: psimon@stpcorp.com

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035
lisa@friedsteins.com
Individually and as trustee for her children, and
as natural guardian for M.F. and C.F., Minors

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3695 West Boynton Beach Blvd., Suite 9
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: service@feamanlaw.com;
mkoskey@feamanlaw.com
Counsel for William Stansbury

Gary R. Shendell, Esq.
Kenneth S. Pollock, Esq.
Matthew A. Tornincasa, Esq.
Shendell & Pollock, P.L.
2700 N. Military Trail, Suite 150
Boca Raton, FL 33431
(561) 241-2323 - Telephone
(561) 241-2330 - Facsimile
Email: gary@shendellpollock.com
ken@shendellpollock.com
matt@shendellpollock.com
estella@shendellpollock.com
britt@shendellpollock.com
grs@shendellpollock.com
robyne@shendellpollock.com

Diana Lewis, Esq.
ADA & Mediations Services, LLC
2765 Tecumseh Drive
West Palm Beach, FL 33409
(561) 758-3017 - Telephone
Email: dzlewis@aol.com
Guardian *Ad Litem* for
Eliot Bernstein's minor children,
Jo.B., Ja.B., and D.B.

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Jill Iantoni

2101 Magnolia Lane

Highland Park, IL 60035

jilliantoni@gmail.com

Individually and as trustee for her children, and
as natural guardian for J.I. a minor

Brian M. O'Connell, Esq.

Joielle A. Foglietta, Esq.

Ciklin Lubitz Martens & O'Connell

515 N. Flagler Dr., 20th Floor

West Palm Beach, FL 33401

561-832-5900 - Telephone

561-833-4209 - Facsimile

Email: boconnell@ciklinlubitz.com;

jfoglietta@ciklinlubitz.com;

service@ciklinlubitz.com;

slobdell@ciklinlubitz.com

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

CASE NO. 502012CP004391XXXXNB-IH
Probate – Judge John L. Phillips

IN RE:

ESTATE OF SIMON L. BERNSTEIN.

**TRUSTEE'S OMNIBUS STATUS REPORT AND REQUEST
FOR CASE MANAGEMENT CONFERENCE**

Ted S. Bernstein, as Successor Personal Representative of the Estate of Shirley Bernstein, as Successor Trustee of the Shirley Bernstein Trust, and as Successor Trustee of the Simon Bernstein Trust which is the residuary beneficiary of the Estate, files this Omnibus Case Status Report and Requests a Case Management Conference in all pending matters, in advance of the one-hour Status Conference set for Tuesday, September 15, 2015, at 9:30a.m.

Introduction

The overarching issue in these cases is Eliot Bernstein. He is not named as a beneficiary of anything; yet he alone has derailed these proceedings for more than two years and has harassed and attacked the prior judges, fiduciaries and their counsel. (See, by way of example only, Exhibit A) His demands have caused the former curator and now the PR to incur far in excess of \$100,000 in unnecessary fees, pursuing his agenda not their own. With regard to Judge Colin's final action before recusing himself, Eliot's delay of the Trust's sale of real estate is going on six months, and already his objections and "appeal" to the Florida Supreme Court have cost the Trust more than \$125,000. These sums are not insignificant in this case – these are relatively small trusts and estates which likely will have between \$1 million to \$2 million left to distribute in the end. Even less with every billable hour incurred, especially if things continue on their current path.

For reasons which will become apparent to the Court, although these matters should be fully concluded by now – Shirley died first, nearly five years ago, and Simon followed nearly three years ago – it feels like we still are closer to the starting line than the finish line. The sole reason for the lack of progress is their disinherited son, Eliot Bernstein.

If the Court were to appoint a guardian ad litem ("Guardian") for Eliot's three kids, who are beneficiaries of both trusts, everything else could be resolved quickly and easily between the remaining parties. Instead, while Eliot continues to turn the courtroom into his private circus and continues his online attacks, the limited assets in these estates and trusts continue to dwindle. This has been going on far too long, and now that this Court is overseeing these matters,¹ Eliot must be stopped before it is too late to salvage anything for the beneficiaries.

By way of brief background, in 2008, Simon and Shirley created their estate plan and executed mirror image documents. Their plan was simple and typical of a long-term marriage – the surviving spouse would receive everything for life, and the limited right to decide who to benefit when he or she died. The residuary of each Estate passed to a Revocable Trust. The surviving spouse was the sole successor trustee and beneficiary for life, and was granted a limited power of appointment. Simon, as the survivor, had the sole and absolute right to do whatever he pleased with his own assets, and also possessed a limited power to appoint the assets remaining in the Shirley Trust to any of Shirley's lineal descendant or their spouse.

¹ *In Re: Estate of Simon L. Bernstein, Case #502012CP004391XXXXNB;*
In Re: Estate of Shirley Bernstein, Case #502011CP000653XXXXNB;
Eliot Bernstein, etc., et al. v. Theodore Stuart Bernstein, etc., et al.,
Case #502015CP001162XXXXNB;
Ted Bernstein, etc., et al. v. Alexandra Bernstein, et al.,
Case #502014CP003698XXXXNB;
Oppenheimer Trust Co. v. Eliot Bernstein, et al., Case #502014CP002815XXXXNB.

When Shirley died, Simon was PR, successor Trustee, and sole beneficiary of her estate and trust. He apparently did as he pleased with her estate and her assets, and shared virtually no information about Shirley's assets or finances with any of his children. The Shirley Estate was opened in early 2011, and by early 2012 Simon wanted to close it. He had taken all of her assets, as was his right, and he requested that each of his children sign a waiver of accounting etc. to close the estate. It is undisputed that each child signed a Waiver – Eliot was the first to sign. Shirley's estate would have been closed long ago except Judge Colin required Waivers to be notarized and the six Waivers in this case (one by Simon and one by each of the five children) were not notarized. So the Waivers were rejected by the Court, and Simon had died before the last Waiver was signed. Rather than move the Court to overlook the notary requirement, someone in the office of Simon's counsel falsely traced the original signatures onto a new Waiver document and falsely put a notary stamp. The irony here is that while the Court had rejected all six of the original, *authentic* Waivers; the Court accepted the false ones and closed the Estate.²

Shirley had appointed her eldest child, Ted, to succeed Simon after his death. Soon thereafter, Eliot learned that his parents left behind only a small fortune – then estimated at less than \$4 million, to be split among ten grandchildren. Eliot had been expecting for himself a sizeable share of what he believed would be \$100 million; instead he got nothing and his children stood to inherit a tiny fraction of what Eliot expected and hoped for. After learning of his poor fortune, Eliot embarked on a mission to destroy everyone involved with this, starting with his father's lawyers and his older brother Ted, acting as a fiduciary appointed by his mother, and anyone else who stands in his way.

² The only persons to benefit from closing Shirley's estate were the beneficiaries. The lawyers whose employee falsely notarized the document stood to *gain nothing*, and stood only to lose legal fees to be earned administering and closing the estate. But they clearly and inexcusably erred.

The starting point for Eliot, beyond simply complaining that someone must have stolen the rest of his parents' \$100 million, was the notary of the Waiver form. Although Eliot signed the Waiver, he knew it had not been notarized, so he complained about this issue. The Shirley Estate was reopened; the Will specified that Ted Bernstein³ be the successor PR; and Ted has been trying to re-close the estate ever since; so far with no luck.

Eliot now is the self-proclaimed detector of fraud and fabricated documents, and is crusading against what he perceives to be corruption in the court system. His circus will continue until either (i) the money runs out and all the professionals go home; or (ii) the Court stops him by appointing a guardian ad litem and requiring him to cease, desist, and remove the harassing internet nonsense about judges, PRs, Trustees and their lawyers.

Ted has tried to sell the Trust's real estate and distribute monies to the intended beneficiaries. He has been thwarted at every turn, and viciously attacked on the internet as well, solely by Eliot. Every aspect of this case is on display at <http://tedbernsteinreport.blogspot.com/> or <http://tedbernsteininsurance.blogspot.com/>, with Ted being accused of "massive fraud, forgery and alleged murder." Eliot leaves no one out of his trashing internet harassment, including Judge Colin. It is difficult to find any professional (lawyer or accountant) willing to submit to such abuse by agreeing to work on these matters. That appears to be Eliot's plan, which must be stopped.

³ Ted is the oldest of Simon's and Shirley's five children; lives in Palm Beach County; worked essentially as equal partner with Simon in businesses from the early 2000s through Simon's death. The other family members are three daughters who live in Chicago. Since the death of his father in September, 2012, Ted has faithfully carried out his duties as Trustee. Ted is not a beneficiary of any of these trusts and estates, and stands to gain nothing personally. Indeed, none of the five children are beneficiaries, as all of their parents' wealth was left to ten grandchildren.

The Court may be wondering "Who is Eliot Bernstein?" and "Why is he doing this?" It is an important question, as Eliot is the proverbial elephant in this room. Eliot appears to be disillusioned and disappointed due to his apparent belief that he would inherit tens of millions when his parent's died, but in the end their fortune was modest and they left none of it to him: "[Eliot] . . . shall be deemed to have predeceased me as I have adequately provided for [him] during my lifetime."⁴ Eliot now apparently is without income or assets, or at least claims to be in numerous indigency filings he makes with courts to avoid paying filing fees. But while his parents were alive he lived the life of Riley⁵ – he lived and continues to live expense free in a home his parents bought and renovated for him; his parents paid him over \$100,000 annually in health insurance and living expenses⁶; and his parents while alive apparently paid more than \$75,000 per year to send Eliot's three boys to a Boca Raton private school.

Eliot, now flat-broke with no visible means of supporting himself, has decided to avenge the loss of his inheritance by punishing everyone associated with these trusts and estates, even suing his father's estate for Eliot's living expenses after his father died. He has been prolific in filing motions, complaints, responses and objections in these proceedings. The net result of his legal filings has

⁴ Simon L. Bernstein Amended and Restated Trust Agreement dated 7/25/2012 at 6.

⁵ "The expression, 'Living the life of Riley' suggests an ideal contented life, possibly living on someone else's money, time or work. Rather than a negative freeloading or golddigging aspect, it implies that someone is kept or advantaged." en.wikipedia.org/wiki/The_Life_of_Riley

⁶ Pursuant to a written contract entered on or about August 15, 2007, Simon and Shirley agreed to make advances to Eliot of a portion of his inheritance, in the amount of \$100,000 per year. As preconditions for this arrangement, Eliot could not "harass or threaten to sue or initiate litigation with anyone in the family at any time" and had to allow his parents the opportunity to visit their grandchildren at least four times a year. In June 2008, the parents also purchased a home for him in Boca Raton, titled in the name of an LLC, and encumbered by a \$365,000 second mortgage which is one of the largest assets in the estate.

been nothing but a loss for the grandchildren – after three years of him searching, there are no additional assets to be found. All of his considerable efforts simply have delayed the progress of the case and *dramatically* increased the expense in these modest trusts and estates.

For the past three years, Eliot has questioned and viciously challenged virtually every action taken by the fiduciaries, has continued to harass and threaten (including repeatedly threatening persons involved in this estate or end up in prison), and when none of that worked, has taken to the internet blogosphere to trash and tarnish the reputations of everyone involved. This is a tragedy of significant proportion to the ten grandchildren of Simon and Shirley Bernstein, the sole beneficiaries of their wealth. The fiduciaries and beneficiaries of Simon and Shirley Bernstein are trapped in Eliot's game, being played at no cost to him but at a very high price to the beneficiaries. Three of these ten grandchildren are Eliot's kids, but he acts as if he rather burn all of the remaining money than let his kids settle for 30% of what remains.

Status of Significant Current and Pending Motions:

SHIRLEY ESTATE:

Motion to Re-Close Estate
Eliot's Objections to Estate Inventory and Accounting

SHIRLEY TRUST

Count II of Complaint to Determine Validity/Authenticity of Trusts and Wills
Count I of Complaint for Construction of Trust
Petition to Remove Ted S. Bernstein as Trustee
Eliot's Counterclaim against numerous lawyers and others (currently stayed)
Professional/Fiduciary Fees and Potential Claims vs. Former Counsel
Distribute Assets to Beneficiaries of Trust
Motion to Compel Trust Accounting

SIMON ESTATE

Resolve claim of claimant, William Stansbury
Resolve claim of claimant, Eliot Bernstein
Resolve interpleader litigation in Illinois relating to Life Insurance
Objections to Accounting and Potential Claims vs. Former PR/Counsel
Discharge PR and Distribute Assets to Trust

SIMON TRUST

Petition to Remove Ted S. Bernstein as Trustee
Professional/Fiduciary Fees
Distribute Assets to 10 Grandchildren as Beneficiaries of Trust

Matters to be Filed if Needed

The above is a short list of items that could be accomplished quickly and easily if Eliot were not involved. Now is the time to appoint a Guardian. And, once there is a Guardian in place and up to speed, the Court can decide what else needs to be done to close the administration, while some funds still remain available. Left to Eliot's devices, the pursuit of his agenda and conspiracy theories will end only when the money runs out. The choice is very clear: Is Eliot or the court-appointed fiduciaries going to run this estate?⁷ If there is a Guardian appointed, almost all of the above-listed "pending issues" can be avoided because a Guardian likely would be willing to mediate and likely settle the controversies given the amounts in dispute. Eliot has no interest in letting anything go or in negotiating, advising on several occasions that he does not negotiate with "terrorists."

Importantly, in addition to considering whether to appoint a Guardian as a suitable representative for Eliot's children, the Trustee believes the Court immediately should impose a

⁷ In a related case, Oppenheimer moved for appointment of a Guardian. It is a compelling Motion. Judge Colin deferred. It is anticipated that some of the beneficiaries here will be filing a similar motion, as will the Trustee. Now, or at some point in near future, this Court needs to consider such an appointment, before it is too late.

confidentiality order on these proceedings to prevent further internet bombardment and harassment of professionals, fiduciaries, and this Court. This case involves minor grandchildren and young adult grandchildren *who are the sole beneficiaries of Simon and Shirley Bernstein* – there should be nothing on the internet about this private civil matter. And, if it is not stopped, a Guardian no doubt will become the next victim, as might this Court in the event it should ever rule against Eliot on a significant matter. Also, the beneficiaries believe that Eliot's threats are causing the successor PR, Brian O'Connell, to take steps which cause unnecessary expense, solely to appease Eliot.

For example, Eliot, who claims he cannot afford a lawyer, has engaged a systematic effort to make it difficult for Ted to retain professionals. Eliot somehow got the Clerk of the Court to add onto the docket sheet the word "Respondent" after the names of all lawyers in these cases. After doing that, Eliot advised that the undersigned is a party to the case and should hire his own lawyer and withdraw due to the conflict of interest. When the harassment did not work, he moved to disqualify counsel, which was heard and denied at an evidentiary hearing on July 11, 2014. Next, he filed a Counterclaim against the undersigned personally and professionally, and against my law firm for legal malpractice, even though he is not our client and has no standing to do so.⁸ This was done not to assert a legitimate claim, but solely in an attempt to force our withdrawal. It seems that when a lawyer appears to take adverse positions to Eliot, Eliot demands that the lawyer cease representing the party and withdraw due to serious conflicts of interest:

[I] "remind you again that you and your client Ted are defendants who have been formally served process in related matters to these and your continued representation

⁸ Judge Colin stayed Eliot's counterclaims and, eventually, entered an Order prohibiting Eliot from filing any paper without first sending it to the Court for review. For the sake of apparent fairness, the Court imposed the same requirement on all parties, that no new motions or claims be filed without first being submitted to Judge Colin for review.

without counsel appears to be conflicted and more"; "in your capacity as defendant . . . do you have counsel yet that I may contact"; "will you be representing yourself pro se"; "I have you served formally already as a partner in your firm and wondered as the firm is also sued if you have their counsel's name and yet will the partners, et al. be representing themselves or have individual counsel"; "please take a lesson from all of Ted's former counsel . . . and resign as his counsel in these continued frauds and frauds on the Courts (state and federal) for irreconcilable differences as they did, as it appears you are only compounding problems for yourself, the beneficiaries, the Courts and others."

In an e-mail Mr. Bernstein further advised the undersigned: "you were involved ground floor in the schemes and advancing me taking fraudulent distributions and more since . . . I will notify the Florida Bar in your ongoing complaint with their offices . . . and other state and federal authorities."

The attacks are most vicious against Ted Bernstein, who was left behind in charge of the business he and Simon started together, and who became the fiduciary under the terms of Shirley's will and trust. Anyone who "googles" Ted Bernstein hits blogs run by Eliot and his colleague. Insurance is a trust business; many of Ted's clients are law firms representing clients in estate and wealth planning. All one need do is Google the name Ted Bernstein and on the front page is the Ted Bernstein report (<http://tedbernsteinreport.blogspot.com/>), accusing Ted of "massive fraud and forgery."

Ted has tried to ignore the onslaught of Eliot's cyber attacks. Judge Colin was aware of them, but did not fully appreciate the magnitude or effectiveness of this information in harming Ted. Although Judge Colin too was a target of the attacks, as a sitting jurist not running a business built on trust relationships, he may not have appreciated the severity of these issues. Indeed, at a recent hearing, Judge Colin wondered who in the world would see any of this nonsense on the internet. What this Court needs to understand as we move forward is that, in this day and age, everyone about

to engage in a significant transaction "googles" the other side, and regardless of the fact that no one might randomly stumble on this false information, everyone who googles Ted Bernstein finds this nonsense almost instantly. It is having a very harmful and negative effect on Ted Bernstein's ability to conduct his business affairs, and destroyed any chance of trying to sustain the companies Ted and Simon started.

Before agreeing to serve in this case, there was no negative press on Ted or internet "blogs" tarnishing his reputation. No one who agrees to serve as a fiduciary should be forced to put up with any such attacks, nor to be pressured to deviate from the decedent's wishes by either giving in to Eliot's demands or resigning from this important duty. And, the only family member who opposes Ted serving is Eliot – the others simply want this administration process to conclude.

These attacks branch out to each new person who steps in Eliot's way, and are expected to shortly include Brian O'Connell, PR, once he too is forced to take action adverse to Eliot. Ted has had difficulty retaining an accountant to help in these estates, because no amount of fee is worth being attacked online or sued simply for performing professional services. Ted already has attempted to curtail these attacks, but now will be filing formal motions to appoint a guardian ad litem and to stop the internet harassment of professionals. The Court needs to be aware of this critical issue as the case moves forward, and we believe should address these issues first.

As a final point on the Shirley Bernstein Trust, this Court needs to be aware of what is occurring right now. When Ted became successor trustee after his father's death, there were two primary assets in the Trusts: (i) an oceanfront condo; and (ii) a single family residence which was his parents' homestead. The condo was sold in an arm's length sale, through a highly-reputable real estate broker. Eliot continues to threaten some litigation to clawback the property, and refused to

accept for his children the partial interim distribution the Trustee elected to make to each of the ten beneficiaries. In mid-March 2015, the Trustee finally obtained a contract to sell the remaining property, a single family home in a country club community. The house was on the market for over 1,000 days. The offer accepted was the first in excess of a million dollars and was by far the highest and best offer ever received for the property. The buyer wanted to pay \$1.1 million, all cash, and close quickly, because the country club equity membership fee was increasing by \$30,000. Because it is a large home in a country club, the monthly carrying costs are very high. Eliot objected to the sale, and Judge Colin agreed to delay the sale so Eliot could obtain an independent appraisal or provide competent evidence to support his claim that the house was being sold in a fire sale fashion. At the evidentiary hearing in May, Eliot produced no witnesses and no admissible evidence. Judge Colin entered a final order approving the sale on May 6, 2015, and the closing was set for June 10th. The delay between March 31st and June 10th cost the Trust at least \$75,000.

Eliot did not timely appeal the sale order, but on June 10, 2015, the date of the projected closing, filed a Petition for All Writs with the Florida Supreme Court. The transaction still cannot close until that Petition is resolved. To date, and despite the fact that he produced no evidence to support his assertion that the property was being sold too cheaply, and despite the fact that he is not a beneficiary of the trust, Eliot's obstinance and disregard has cost the Trust far more than \$125,000 and counting in actual cash lost due to extra sale expenses, carrying costs, repair costs, and the legal fees incurred solely to get a simple real estate transaction closed. And there remains no end in sight.

Despite the best efforts of the Trustee and counsel, the need to react to Eliot has been driving this case, dictating its pace and dictating which issues get heard, to the exclusion of all of the other beneficiaries and their best interests. There are two simple but significant issues which must be

addressed before we can make any progress in the Shirley Bernstein side of the equation. First, the Court must consider how to re-close Shirley's Estate which has no assets. (There are prior Waivers signed by all potential beneficiaries, including Eliot Bernstein, and in the past five-plus years, nothing new has been found.) In particular, because Simon outlived Shirley and was thus alive at the time of her bequests to him, Eliot is not a beneficiary of Shirley's estate. The belts and suspenders of getting a waiver from him, which he admittedly signed, should not overshadow the fact that the empty estate simply should be closed.

Second, because Eliot alone contests Simon's exercise of his power of appointment over the funds in the Shirley Bernstein Trust, and unless the matter can be resolved with a rational Guardian for Eliot's kids, some Trust Construction Action is needed. That action has been filed, as a one-count Complaint, and names as defendants all 14 potential beneficiaries. Eliot Bernstein is named solely because he is a potential beneficiary and is the parent and natural guardian of three of the other potential beneficiaries. This is not a personal attack on him; it simply is a legal issue which needs to be resolved by the Court through a trial. The trial affects everyone, not simply Eliot Bernstein. Those two issues must be resolved, and once they are, the Shirley Bernstein Trust can begin the process of final wind down and distribution once the remaining assets are liquidated. Those two things must happen and without them we will go nowhere, other than continuing to burn money fulfilling the visions, delusions and fantasies of Eliot Bernstein.

Conclusion

There is not enough room in this filing nor would one expect this Court to have the patience to learn the entire tragedy. The purpose of this summary is to focus the Court on where we started, and where we have been for the past three years. The Court must decide where we need to go to from here to close the administration of these estates and trusts, and distribute what little wealth will remain to Simon and Shirley's grandchildren. There is documentary evidence and testimony of witnesses with competent and relevant evidence to support the assertions set forth herein. In stark contrast, almost four years after Simon's death there are no documents, evidence or credible testimony to support the assertions of Eliot Bernstein. Eliot might be smart and clever, and skilled in maneuvering through the court systems. One would have to at least have some experience litigating to file papers as lengthy and often as he does. It is unclear if this is real or a game to him,⁹ but what is absolutely clear is: **Eliot will not inherit any money, and his kids will not inherit enough to sustain his lifestyle.**

Although very sad, what is important here is that the Court put an end to Eliot's involvement in this case and order him to remove all of the blogs he and Crystal Cox have created that refer to these matters or the judiciary, fiduciaries or professionals involved. Eliot lacks standing because he is not a beneficiary of either Simon's or Shirley's trusts. He has demonstrated no desire to serve the best interest of his children. Now is the time for the Court to take back control from Eliot.

⁹ Through nearly three years of litigation here, Eliot has been given the benefit of the doubt many times, and it remains unclear how much of what he files he actually believes. For example, Eliot has asserted in recent court filings: his minivan was car bombed; his father was murdered; and he needs to be placed into the federal witness protection program as a whistle blower who has been exposing judicial corruption throughout the land. He has demanded emergency loans, despite the fact that he has turned down several distributions the Trustee tried to make for his kids' benefit.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: Facsimile **and** U.S. Mail; U.S. Mail; E-mail Electronic Transmission; FedEx; Hand Delivery this 14th day of September, 2015.

MRACHEK, FITZGERALD, ROSE, KONOPKA,
THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 Telephone / (561) 655-5537 Facsimile
Email: arose@mrachek-law.com
Secondary: mchandler@mrachek-law.com
Attorneys for Ted S. Bernstein, as Successor Personal
Representative

By: /s/ Alan B. Rose
Alan B. Rose (Fla. Bar No. 961825)

SERVICE LIST - Case No. 502011CP000653XXXXNBIJ

Eliot Bernstein, individually
and Eliot and Candice Bernstein,
as Parents and Natural Guardians of
D.B., Ja. B. and Jo. B, Minors
2753 NW 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: Eliot I. Bernstein (iviewit@iviewit.tv)

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0766 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035
lisa@friedsteins.com
Individually and as trustee for her children, and
as natural guardian for M.F. and C.F., Minors

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com
Individually and as trustee for her children, and
as natural guardian for J.I. a minor

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3695 West Boynton Beach Blvd., Suite 9
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: pfeaman@feamanlaw.com;
service@feamanlaw.com;
mkoskey@feamanlaw.com
Counsel for William Stansbury

Robert Spallina, Esq.
Donald Tescher, Esq.
Tescher & Spallina
925 South Federal Hwy., Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
dtescher@tescherspallina.com

Pam Simon
Pam Simon <psimon@stpcorp.com>

Exhibit A

Florida Probate Fraud, Forgery and Corruption; Simon Berns Estate Case

Florida Estate and Probate Case, Forgery, and Alleged Murder, blog written upon information, knowledge and belief of Crystal L. Co Blogger.

Alan Rose	7020 Lions Head Lane Boca Raton	Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court
Shirley Bernstein Estate Docket	Simon Bernstein Estate Docket	7020 Lions Head Lane Boca Raton	Shirley Bernstein
Tescher, Spallina, Ted Bernstein, Proskauer Rose MAJOR Technology Theft Case	Judge David E. French	Robert Spallina	Mark Manceri
Tescher and Spallina Law Firm	Mark Manceri	Petition to Freeze Estate Assets	Estate Fraud Docket
Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca	Ted Bernstein Fraud
		Insurance Proceed Scheme	Donald Tescher

Sunday, August 2, 2015

Why is Judge Martin Colin Still on the Bench with as much as the Department of Justice and the FBI clearly knows about him?

YEARS and YEARS of Corruption and Judge Martin Colin continues to Dish it out, WHY?

"Anonymous said...

The JQC does nothing! We have a corrupt sick Judge in Palm Beach County MARTIN COLIN. He abused his step son, had attys rep his now Betsy Savitt and did NOT disclose any conflicts. ROOT, HANDLER, KARTAGENA appear before him. READ THE BAEZ DECISION 4th DCA. JQC WAKE UP!!

August 3, 2008 at 11:26 AM

Anonymous said...

I agree Judge Martin Colin must be REMOVED. He is corrupt! Colin is a case fixer! Ignores the 4th DCA in BAEZ....

THE JQC SHOULD REMOVE COLIN NOW!!!

October 7, 2008 at 6:40 PM

Anonymous said...

CORRUPTION IS RAMPANT IN PALM BEACH COUNTY.... WINNET AND COLIN ARE SICK EVIL CORRUPT JUDGES AND SHOULD BE JAILED.. MARTIN COLIN IS A CRIMINAL....

THE FEDS ARE HOT ON THE ROBES OF COLIN..... AND HIS BOCA RATON BUDDIE HENRY HANDLER AND THE BOYS.. SCHUTZ, ROOT, JETTE...

CMON FEDS -- DO YOUR JOB!!!

October 16, 2008 at 8:54 AM

Anonymous said...

THE JQC is a "JOKE" The protect these corrupt Judges... Brooke Kennerly should be removed... Gov. Crist does NOT a clue and looks the other way.... Just Look at Palm Beach County judge Martin Colin, a corrupt judge.....

October 25, 2008 at 10:32 AM

Anonymous said...

Serial CORRUPT JUDGE MARTIN COLIN has been sent to the CIVIL Court - Judge Kroll removed Colin from the FAMILY COURT.

JUST THE START - HENRY HANDLER & CAROL A. KARTAGENER soon to be charged by the Florida Bar for many ETHICAL VIOLATIONS and other crimes.

Its about time, KARTAGENER was CAUGHT making perjurious statements to Judges Burton, Colin & Crow. One lie after another. KARTAGENER IS A HABITUAL & PATHOLOGICAL LIAR!!!! A sick a demented evil lady ---- Lacking Skills....

December 30, 2008 at 1:46 PM

To Read this WHOLE BLOG posts on the bottom right page. Don't let this Florida Insurance FRAUD and FERGUSON YOU.

Posts

Alan B. Rose of Page Mr Fitzgerald & Rose LI...

Eliot Bernstein iViewit I Interview Dick Wo...

Alexandra aka Monica in Bernstein

Alan B. Rose is MADD as he ain't goin...

Hey Lindsay, you may w the ol' digital...

Alan B. Rose of Page Mr Fitzgerald & Rose Ge...

UNITED STATES DISTRICT SOUTHERN DISTRICT OF

You know that Mark Twi: "Truth is stranger...

John Pankauski, Pankau Alan B. Rose, ...

Who does Alan B. Rose c Mrachek, Fitzgerald ...

Don Sanders, Jackson N seems to have m...

Oh and you Spineless, C Lawless, Free Spee...

Burke, Warren, Mackay i Taking a Look

Alan B. Rose of Page Mr Fitzgerald & Rose se...

Folks, Alan Rose is a MA Hypocrite. ...

Alan B. Rose, Esq. seem suppressing speech...

Eliot Bernstein and iViewit Isn't Armonk, New York Lamont's neck of th...

Don Sanders, assistant V National Life ...

Life Reassurance Corp. Bankers Life Insu...

Judge Amy J. St. Eve is Davis Polk & W...

Anonymous said...
THE "FEDS" WERE AT THE OFFICES OF WEISS & HANDLER....

JUSTICE SOON!!!"

Source
<http://fraudonthecourt.blogspot.com/2008/07/july-11-2008-certified-mail-return.html>

More on Judge Martin Colin's Reign of Corruptin
<http://judgemartincolin.blogspot.com/>

Posted by Crystal L. Cox at 11:31 AM No comments:

 Recommend this on Google

Judge Martin Colin Gets CAUGHT over and over protecting Florida Corruption and Florida Probate Attorneys. Why are those attorneys still licensed and why is Judge Martin Colin still on the Bench BREAKING THE LAW and Violating Constitutional Rights?

SERIOUS Abuse of Power, Violations of Ethics, Aiding and Abetting Corruption, Protecting Attorneys and Violating the rights of Florida Citizens.

Judge Martin Colin has been CAUGHT and yet is still ruining lives with BOGUS, Lawless, Fraud on the Court Rulings.

Hey remember when Judge Martin Colin wanted the Millions in Heritage Life / Jackson National insurance money moved from Illinois Courts to his tiny lawless court. MILLIONS in life insurance in regard to a man that the Palm County Sheriff Office is SUPPOSED to be investigating the Murder of???

Corruption in FLORIDA is very Bad. And Judge Martin Colin seems to be in charge of protecting the most lawless schemes in Florida and aiding HUGE RICH law firms such as Tescher and Spallina and Alan Rose / Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.

Judge Martin Colin has no issue with the deceased signing documents, nor attorneys forging documents, and has no respect for the law, rights or children, judicial cannons or well, anyone that is not possibly bribing him or giving him some other motive to BREAK THE LAW and Ruin Lives.

So why is the Palm County Sheriff NOT looking into murder allegations, forgery, fraud and more in the Simon Bernstein Estate Case? Well I suppose its because they are seriously CORRUPT. And Judge Colin seems to be their buddy.

The PBSO has NO Respect for CIVIL Rights or the Law PERIOD.

Check this Out:

"FBI Raid on PBSO: Deputies Routinely Violate Civil Rights of Minorities!

WEST PALM BEACH — This week's FBI activity at the Palm Beach County Sheriff's Office came after a push by Guatemalan-Maya Center lawyer Jack Scarola for the U. S. Department of Justice to investigate what he claims is the unfair treatment of minorities by sheriff's deputies.

Jack Scarola

Guatemalan-Maya Center lawyer Jack Scarola (via Facebook)

It's another Gossip Extra exclusive: Last month, Scarola wrote a lengthy letter to U. S. Attorney General Eric Holder that outlined a series of PBSO shootings and incidents of brutality against minorities, mostly Hispanics.

The letter also blasted Sheriff Ric Bradshaw's handling of such incidents, including the agency's "growing militarization" and the sheriff's message in television appearances that minority neighborhoods are akin to "war zones."

And to make sure that Holder got the message that PBSO's handling of such incidents didn't pass muster, Scarola forwarded his missive to members of the local delegation to the U.S. Congress, including U.S. Reps. Patrick Murphy, Alcee Hastings and Lois Frankel.

When asked if his effort caused Monday's arrival of the feds at PBSO headquarters on Gun Club Road, Scarola said: "There have been stranger coincidences."

"I'm not surprised," the high-profile lawyer said. "And I am pleased they're acting as requested. I contacted various government officials about this problem and I'm just pleased someone's taking action."

Cedarhurst, New York
WOW, a full days wages
National Empl...

Pam and Ted CUT out of
they seem to be...

Whatch all worried about
Fines, Judgement...

Not Getting Much Work
ya? I sure ho...

303 East Wacker Drive S
Chicago Illinois

STP Enterprises, Inc. - f

Jackson National Life Di
Registere...

So Where Does Christop
Ex Proskauer...

Carol Ann Kindred at He
Life Insurance...

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is well awar...

So, who at Jackson Nati
palms, all ...

So is Pamela Simon the i
in all this?...

Jackson National Life In
Company has HUGE L...

oh and Don't Forget the
CONDO and how...

More on Michael A. Well
National Life Co...

Looks to me like Jackso
Little SPOO...

So Funny, that Heritage
Insurance Compa...

Heritage Union Life Insu
is well awar...

Ted Bernstein



Life Insurance Concepts

Blog Posts

Is Google Really the Best
Conduct a Fraud, ...

Welcome Back, How is t
Investigation Goi...

Order for Discharge and
Counsel Tesc...

Morgan Stanley Group N
Tescher & Spalli...

Judge Martin Colin seen
the Right Thi...

Why is Ted Bernstein NC
to this Story? ...

Motion to Halt Hat Trick
Believe this is ...

Hmmm.. Friend or Foe?

Scarola said the riots in Ferguson, Missouri, that followed the shooting death of a black man by a white police officer have placed a renewed emphasis on the use of lethal force by police on minorities.

But, Scarola says, the FBI's apparent investigation into PBSO is independent of what's happening near St. Louis.

"I believe that I wrote a persuasive letter," Scarola said.

Gossip Extra broke the story last night: FBI agents were spotted at PBSO Monday to seize files pertaining to deputy-involved shootings and complaints.

Among the documents taken by the G Men were files about the public's complaints against Lake Worth deputy Russell Brinson.

Minority leaders in Lake Worth have been asking that Brinson be fired after they found out he had a long string of use-of-force incidents, and most of them involving minorities.

Instead, the 40-year-old Brinson was re-assigned to Palm Beach International Airport security.

In his letter, Scarola mentioned one Brinson incident in which a Hispanic immigrant who tried to report a crime to Brinson was allegedly beaten down.

Scarola also reminded Holder of the principles of modern policing, including that the cooperation of the public with police is inversely proportional to police's use of physical force.

There is, Scarola's letter reads, a growing perception in Palm Beach County that (deputies) "are too quick to resort to the use of force — even deadly force — particularly when confronting members of the civilian population whose racial and ethnic appearance differs from their own."

Source

<http://www.gossipextra.com/2014/11/26/fbi-raid-palm-beach-county-sheriff-civil-rights-violations-4196/>

The Florida / Palm Beach County Sheriff DOES NOTHING to help solve murder cases, jewelry and real estate theft, massive attorney fraud, corruption and collusion in the Simon Bernstein Case. And Judge Martin Colin seems to be assisted by Palm County to violate the rights of the poor, minorities or anyone that Judge Colin does not WANT to be on top of the PILE. Maybe it's about who pays him the most. As I allege that Judge Martin Colin has taken bribes from Tescher and Spallina and possible Ted Bernstein's legal team including Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Florida.

"What will the FEDS do — They should start with SA Dave Aronberg & Alan Johnson — i.e., there relationship with the crooks at Weiss Handler & Cornwell, P.A. Fraud case fixing fraudulent documents Civil theft and legal Malpractice.

Legal Assistants sleeping with certain wealthy clients and be billed as well... Handler is operating a brothel for his clients.

Handler creates fraudulent and back dates legal DOCS. Does Handler BILL his client for his legal assistant to sleep with clients.... Mostly, yes, before Judge Martin Colin in South County.

Colin is on the handler "PAYROLL" FBI SAC Piro you have your work cut out for you.. Henry Handler and Howard Weiss should be indicted and jailed.... BTW Jack Scarola is well aware of Weiss Handler... Jack, perhaps you should write a letter to DOJ regarding WEISS HANDLER. This is CORRUPTION COUNTY!!!! As Judge Kastranakes!!!! He indicted most of em..."

Source

<http://www.gossipextra.com/2014/11/26/fbi-raid-palm-beach-county-sheriff-civil-rights-violations-4196/>

Posted by Crystal L. Cox at 11:23 AM No comments:



Saturday, August 1, 2015

WOW Judge Martin Colin protecting Corruption?? no say it ain't so... - and WOW the Palm County Sheriff Office involved?? Hmmm

"November 27, 2014 at 9:24 am

What will the FEDS do — They should start with SA Dave Aronberg & Alan Johnson — i.e., there relationship with the crooks at Weiss Handler & Cornwell, P.A. Fraud case fixing fraudulent documents Civil theft and legal Malpractice. Legal Assistants sleeping with certain wealthy clients and be billed as well... Handler is operating a brothel for his clients.

Alan B. Rose, Mrachek, I Rose, Konopka &...

Hello Marc Randazza, W PARTY, Hope yo...

Alan Rose Wants the Fir to Be Set Asid...

Hey Liars, Thugs, Thieve Murdering, Gre...

Hey Alan B. Rose, Mrach Rose, Konop...

Judge Martin Colin has 2 protecting the...

I keep waiting for Judge punish, o...

Whatch hiding FROM Bo

Hey Flushing New York . Raymond or possib...

Objection to Motion to Personal Repres...

Objection to Motion to Personal Repres...

I am getting me some "t that somethin...

Why is Heritage Union L Company Filin...

"Criminal Action through Simulated Legal Pr...

Letter to Judge Martin i Opposition to Ted...

What is Going on with J about not ...

Motion for Appointment Administrator...

Ted Petition for Appoin Successor Personal...

Alan Rose Esq., John J. Pankauski Law F...

Chicago Insurance and C Litigation Law Fi...

Morgan Stanley Group, T and Tescher & ...

Wow, the Fraud Sure Se Piling Up. Is Ted ...

Full Docket Of Heritage Insurance Case ...

Heritage Lawsuit Illinois Response Regar...

Reported as a Murder, y checked is medic...

"The Document in Ques the Inheritance ...

Looks like the Tescher & Bernstein F...

Ted Bernstein, Tescher and Spi

- Florida Estate Forgery, F DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher and Spi

Handler creates fraudulent and back dates legal DOCS. Does Handler BILL his client for his legal assistant to sleep with clients... Mostly, yes, before Judge Martin Colin in South County.

Colin is on the handler "PAYROLL" FBI SAC Piro you have your work cut out for you.. Henry Handler and Howard Weiss should be indicted and jailed.... BTW Jack Scarola is well aware of Weiss Handler... Jack, perhaps you should write a letter to DOJ regarding WEISS HANDLER. This is CORRUPTION COUNTY!!!! As Judge Kastranakes!!!! He indicted most of em..."

Source

<http://www.gossipextra.com/2014/11/26/fbi-raid-palm-beach-county-sheriff-civil-rights-violations-4196/>

Posted by Crystal L. Cox at 8:04 PM No comments:

 Recommend this on Google

Monday, July 20, 2015


Is Detective Andrew Panzer Investigating this fraud, forgery, theft and possible murder case or NOT?

Detective Andrew Panzer Letter from Eliot Bernstein January 2015
<https://drive.google.com/file/d/0Bzn2NurXrSkiMHNpa29Zc2VmbEU/view>

Why has Detect Andrew Panzer not arrested anyone? The FACTS sure look pretty clear. Why are these lawyers still creating victims and even still in business? The Palm County Sheriff has known for years and yet all these same players / attorneys are still in business and harming more people.

Below is lot's of details, in this Florida Supreme Court Filing
<https://drive.google.com/file/d/0Bzn2NurXrSkiZFdpU3F3WjZQWnM/view?usp=sharing>

Posted by Crystal L. Cox at 5:09 PM No comments:

 Recommend this on Google

Monday, June 29, 2015

Why has the Palm County Sheriff office NOT arrested Robert Spallina and Donald Tescher? Why is Palm Beach County Sheriff's Office protecting Robert Spallina and Donald Tescher even in the face of admitted crimes. Has the PBSO Office been paid off or threatened? Has Andrew Panzer personally been paid off or threatened? Are these admitted crimes legal in Palm Beach County ? With detectives like Andrew Panzer it is easy to see where there is so much probate crime in Palm Beach County Florida.

The Simon Bernstein Estate Case and the Shirley Bernstein Estate Case out of Boca Raton Florida is still going on, three years later. Judges are not ruling per law, Detectives are looking the other way and high finance crimes are RAMPANT.

Below is an email yet AGAIN from Eliot Bernstein to Palm Beach County Sheriff's Office, Detective Andrew Panzer, who seems to have no interest in protecting the victims of crimes in Palm Beach county Florida.

"From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Monday, June 29, 2015 5:58 AM
To: Detective Andrew Panzer @ Palm Beach County Sheriff (PanzerA@pbso.org); Captain Carol Gregg @ Palm Beach County Sheriff (greggc@pbso.org)

Subject: Bernstein Cases - RE: CASES NO: 13097087 MORAN FORGERY AND FRAUDULENT NOTARIZATION; 13159967 JEWELRY THEFT, 14029489 TESCHER AND SPALLINA ET AL. SUPPLEMENTAL, 12121312 ALLEGED MURDER OF SIMON BERNSTEIN

Detective Panzer,

After our last several calls it is apparent that the PBSO investigations into the Bernstein case matters has been derailed, stymied and delayed and that instead of investigating these ongoing crimes you have begun doing research on my federal RICO filed and who I copy on emails to you as if this were more important than the crimes reported to your agency.

I am not sure why it matters to you at all why I copied Judge Scheindlin on these matters, especially where there are growing correlations between these new crimes committed to my prior RICO filed and those defendants.

- Florida Estate Forgery, f DOCKET

Blog Archive

- ▼ 2015 (116)
 - ▼ August (3)
 - Why is Judge Martin the Bench with ...
 - Judge Martin Colin G over and over prot
 - WOW Judge Martin C Corruption?? no ...
 - July (1)
 - June (4)
 - May (22)
 - April (63)
 - March (8)
 - February (7)
 - January (8)
- 2014 (248)
- 2013 (31)

Ted Bernstein Insurance

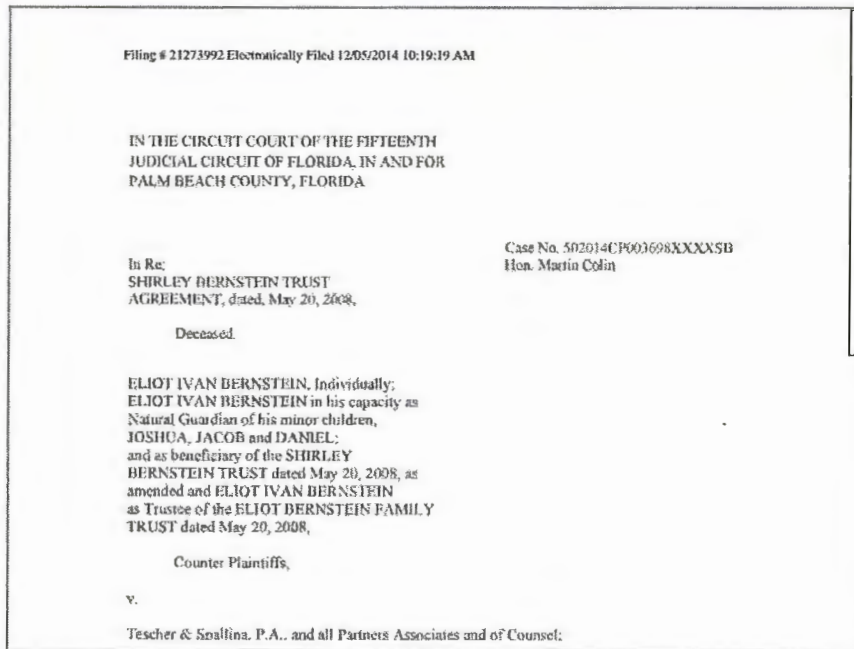
written upon knowledge and belief of Crystal L. Cox

Friday, December 5, 2014

Petition to Remove Ted Bernstein and attorney Alan Rose along with him in Florida Estate Case riddled with fraud, alleged murder, forgery, bullying, abuse of court documents, dead guys signing legal documents and more.

Blog Archive

- ▼ 2014 (4)
 - ▼ December (1)
 - Petition to Remove Ted Bernste attorney Alan...
 - May (2)
 - January (1)
- 2013 (5)



Click Below to Read the Petition to Remove Ted Bernstein
<https://docs.google.com/file/d/0Bzn2NurXr5kiSEd2GVqRmRxeUU/edit>

More documents and information at
<http://tedbernsteinreport.blogspot.com/>

Posted by Crystal L. Cox at 12:13 PM No comments:

Recommend this on Google

Friday, May 23, 2014

Ted Bernstein, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski and the case of Florida estate fraud, forgery and fraudulent documents. Ted Bernstein is HOPPING mad and wants access to EVERYTHING, Everywhere or ELSE you all are FIRED. See, if you will not aid and abet Ted Bernstein of Life Insurance Concepts, well then what's the use in him paying ya???

Ted Bernstein, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski - John J. Pankauski - Pankauski Law Firm PLLC sure seem to be up to NO GOOD.

Ted Bernstein, Life Insurance Concepts, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski - John J. Pankauski - Pankauski Law Firm PLLC sure seem to be up to NO GOOD.

Ted Bernstein, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski like to operate in the dark. The thing is God / Goddess, the Great Spirit has a way of bringing the dark to the light, in support of the "good guy" and of doing the right thing.

Poor Baby TEDDY does not want to spend another dime on attorneys who will not cover up his corruption, aid and abet him or defend his rights to break the law.

Below is an eMails that seems to suggest "Foul Play" and lawless, over the top aggressive, you be the judge. And also read this entire blog, and I would say that FLORIDA is not the best place to actually have your wishes carried out when you die. Especially not with this gang of seemingly corrupt THUGS.

oH and Ted Bernstein accusing Crystal Cox, me, of Extortion, but no BALLS to file a police report, what? If I have extorted your whiny, corrupt ASS then file a police report, ya spineless coward.

God / Goddess works in mysterious ways and this eMail is one of those ways in which the LIGHT is coming in and God is working for the Greater Good.

Thank You God <takes a bow> <hands firmly pressed>

*

"Alan - I want Eliot's deposition scheduled as soon as you can notice him. We can discuss the strategy once he is served. I want to go through each claim with you and/or John to determine the legal necessity to respond. If any reply is necessary, the record must be straight with respect to each.

This is a rambling, filled with contradictions that need to be exposed for what they are. If John does not want to tangle with Eliot, remove John immediately. I am sorry to be this blunt, but I do not want to address the John issue again.

If he is not 100% in support of me as trustee, including how I have protected myself with trust assets and will continue doing so as necessary, and being aggressive and forceful, if need be, with eliot, remove him as counsel.

I do not want to spend another unnecessary dollar with counsel that is not going to zealously defend me as trustee and protect trust assets.

I cannot be more decisive re this and I say this with no animosity - simply for efficiency sake and my best interest.

Eliot is in default of production. Let's serve notice on him that he is in default.

I want Eliot to produce everything he has with respect to these cases, including:

Documents he refers to having that provide trusts for him and/or his children.

Agreements he has signed with my father and mother, together or separately.

All correspondence between him and my parents, together or separately concerning anything he has referenced in his ramblings through this one.

Anything and everything pertaining to iviewit, including his harassment of Jerry Lewin, Al Gortz of Proskauer and their firms.

I want court proceedings, lawsuits, all correspondence to him and from him including paper and electronic, including video tapes and electronic interviews.

History of incidents at st. Andrews school.

All correspondence with bill Stansbury. Everything related to Feaman / Stansbury

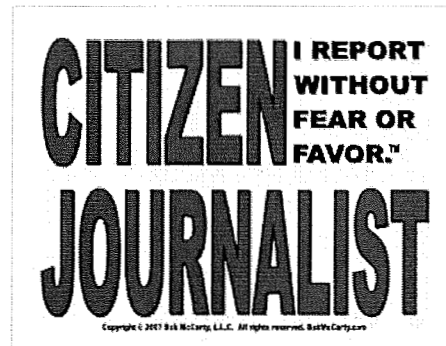
All bank accounts, credit cards, sources of income, loans and gifts.

All correspondence with anyone he has shared estate details.

All correspondence of every type with: walker, puzzio, SAHM, Diana banks, Scott banks, NACLERIO, Dietz, Gefen and every person on his email distribution list. If he doesn't comply, I want all of them deposed.

Everything in which he has mentioned my name including emails, phone calls, letters, complaints to whatever agencies he has made complaints including police, federal, state, regulatory.

Everything and anything he is doing that we are not yet aware of such as online web site attacks.



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

Probate Division
Case No.: 502014CP003698XXXXSB

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

Plaintiff,

**ELIOT I. BERNSTEIN'S OPPOSITION
TO IMPROPER HEARING CALLED
UP BY TRUSTEE TED BERNSTEIN
AND COUNSEL ALAN ROSE**

v.

ALEXANDRA BERNSTEIN; et al.,

Defendants.

COMES NOW Eliot I. Bernstein, being duly sworn who hereby deposes and says under oath and penalties of perjury in filing this Opposition to an improper hearing called up by Trustee Ted Bernstein and Alan Rose and says as follows:

1. I file this opposition to the improperly noticed Hearing filed by Florida licensed attorney Alan Rose on behalf of the alleged Trustee Ted Bernstein and move to Strike the Hearing from the Calendar and move that attorney Rose be sanctioned accordingly.
2. Attorney Alan Rose and alleged Trustee Ted Bernstein had actual knowledge of my filing of a Notice of Unavailability throughout the month of January and have now called up their second Motion for a Hearing disregarding said Notice and in this instance not even providing 2 days Notice while failing to call the motion or Notice an Emergency. See,

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151223%20Notice%20of%20Unavailability%20Eliot%20Bernstein%2036989%20case%20ECF%20STAMPED%20COP Y.pdf>

3. The motion should be struck from the Calendar or at minimum rescheduled.

4. These actions are even more egregious as the Notice for the Hearing on Jan. 7, 2016 was not even filed by Alan Rose until after regular business hours on Jan. 5th, 2016 being filed after 5 pm despite the fact that Alan Rose and Ted Bernstein were both on a phone Conference Call / Meeting earlier in the day which included my attorney Candice Schwager of Texas who is seeking Pro Hac Vice admission and previously sought a continuance of the alleged validity Trial of Dec. 15, 2015, yet Alan Rose at no time mentioned any issue of emergency nature involving minor children to attorney Schwager either before, during or after this phone Meeting just yesterday.
5. Attorney Alan Rose not only never contacted my attorney Candice Schwager who he was on the phone with just yesterday, Jan. 5, 2016, but he also never contacted me in the scheduling of this matter.
6. I have already had to reschedule medical/dental related appointments due to Alan Rose's actions this New Year, I am currently on prescription medication since January 02, 2016, including painkillers and muscle relaxers and am not fit to attend hearings, which is part of the reason for my unavailability this month. This scheduling and notice is improper and further harassment and this is not the first time Alan Rose has deployed these tactics as the record for the cases reflects.
7. This is nothing but more of the same "sharp practices" and legal process abuses that Alan Rose and Trustee Ted Bernstein have perpetuated throughout the litigation.
8. Florida Licensed attorney (presently) Alan Rose and his client Ted Bernstein fail to point out to this Court their continuing Conflicts of Interest since both Alan Rose and Ted Bernstein have actively worked Against the Interests of the "grandchildren" to Shirley and

Simon Bernstein by trying to block \$1.7 in Life Insurance proceeds from coming into the Estate.

9. Both attorney Alan Rose and Ted Bernstein have been involved in actions which directly were contrary to the best interests of minor children by refusing to agree to a Continuance of the validity trial in Dec. 2015 even for 30 days so my minor children could have Counsel by Candice Schwager, Esq. and yet now try to claim to come to this court for the welfare of minor children. See,

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf>

and

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf>

10. Ted Bernstein and Alan Rose have articulated no adequate basis to impose a Gag order.

11. In fact according to the Email Letter sent by attorney Schwager today to Alan Rose (see

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Schwager%20Letter%20to%20Alan%20Rose%20to%20Cancel%20Hearings.pdf>) to seek his voluntary withdrawal

of this Hearing, even one of the cases cited by Alan Rose actually has the District Court of Appeals reversing a Trial Court's Order closing a Trial from the public: "The orders of the trial court sealing the file and closing the proceedings are REVERSED. The public shall be permitted access to the court file and the transcript or reporter's notes of any proceedings in the trial court. ERVIN, J., concurs. NIMMONS, J., concurs, with written opinion."

<https://casetext.com/case/florida-freedom-newspapers-v-sirmons>

12. There was minimal if virtually any naming of the “grandchildren” and/or “minor children” in the Trial in any event and I should have every right to inspect and have my own copy of the Transcript and this appears to be nothing more than the bully sharp practices of Alan Rose and Ted Bernstein in trying to deny due process and access to the courts and the ability to seek proper appeal, collateral attack and other motions concerning the trial.
13. As attorney Schwager pointed out in her letter, “Thus, it truly appears that your motion is more of a “smoke-screen” and “sharp practices” which are more designed to further delay, obstruct and hinder the due process rights of Eliot Bernstein and his minor children and perhaps others in the truth seeking processes by this motion which must be withdrawn.”
14. In one breathe, Alan Rose and Ted Bernstein rush to push a validity Trial through that had been requested years before by Plaintiff Eliot and do so in a manner to Deny Counsel to Minor Children but now that the hour of Truth is at hand where Ted Bernstein’s business partner / former business partner Robert Spallina’s testimony Admitting to mail fraud, fraudulently creating an Invalid Trust and Fraud Upon the Court in these matters and related Testimony is about to be available as it should be, Alan Rose and Ted Bernstein are now suddenly (and frantically) the big heroes for minor children and rushing in by an improperly Noticed Hearing to gag truth without providing any specific justification that this will benefit any minor children.
15. Yet, as stated by the very case Alan Rose and Ted Bernstein have cited for this Court, “ Preserving the independence and integrity of the judicial process through open and publicly scrutinized judicial proceedings is the issue.”

16. “A strong and independent judiciary is the bulwark of a free society. If there were no public access to proceedings before the trial judge, there would be no safeguard for judicial independence nor any assurance of judicial integrity.”
17. “It is the existence of the right of access that is critical to the court's autonomy, not the public's exercise of that right. Knowing the public can attend these proceedings and review judicial records helps guarantee that those matters will be conducted with due regard for the public's interest in a fair and impartial judiciary.” See, <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>.
18. Minor children ultimately have to grow up and learn the laws of civil societies.
19. There is nothing in the Transcripts that relates to the actions and behaviors of the minor children and thus Alan Rose and Ted Bernstein have shown ***nothing specific of a compelling nature*** with respect to the minor children and this motion should be struck from the Calendar and denied.
20. Instead the Trial consisted of testimony and actions by Ted Bernstein’s business partners and his former counsel to him as fiduciary Robert Spallina and Donald Tescher who admitted to (i) illegally using the Mails to mail a fraudulently created invalid trust to the three minor children’s prior counsel Christine Yates, (ii) that his law firm deposited fraudulent documents in the Court record in the cases, (iii) that he fraudulently used a deceased Personal Representative to Fraudulently close the Estate of Shirley Bernstein in these matters leading to the reopening of the Estate of Shirley and three years of litigation costs and expenses and (iv) that he was under an SEC Consent order for Felony Insider Trading charges and other matters.

21. The SEC Consent Orders¹ for Spallina and Tescher are already of Public Record by the Washington, DC Office of the US SEC itself naming Robert Spallina and Donald Tescher, Ted Bernstein's business partners and former disgraced counsel to him as fiduciary in these matters, who he and Alan Rose allowed to "hold onto" Original records even after Spallina's admitting to fraud that benefited his client Ted directly and also having the firm's paralegal notary public Kimberly Moran admit to criminal charges in this matter of forging documents, fraudulently notarizing them, including Post Mortem for Simon Bernstein and committing multiple frauds on the Court and beneficiaries in these matters.
22. See, "**FOR IMMEDIATE RELEASE 2015-213** *Washington D.C., Sept. 28, 2015* — The Securities and Exchange Commission today charged five Florida residents – including two lawyers and an accountant – with insider trading in advance of the acquisition of Pharmasset Inc. by Gilead Sciences Inc. In a complaint filed in federal court in Newark, New Jersey, the SEC alleged that attorneys Robert L. Spallina and Donald R. Tescher and accountant Steven G. Rosen illegally traded on confidential information obtained from a mutual client who served on the board of directors of Princeton, New Jersey-based Pharmasset."
23. Spallina, Tescher, Rosen, Palermo, and Markowitz collectively agreed to pay approximately \$489,000 to settle the charges. The settlements are subject to court approval.

¹ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"

<http://www.sec.gov/news/pressrelease/2015-213.html>

and

September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @

<http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

and

October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

24. “Lawyers and accountants occupy special positions of trust and confidence and are required to protect the information entrusted to them by their clients,” said Joseph G. Sansone, Co-Chief of the SEC’s Market Abuse Unit. “It is illegal for them to steal their clients’ confidential information to trade securities for their own profit or to tip others.” See, <http://www.sec.gov/news/pressrelease/2015-213.html>
25. Thus, those matters regarding Ted Bernstein’s business partners and prior counsel to him as fiduciaries are already a matter of public record being made public by the federal government.
26. No compelling circumstances are shown by Ted Bernstein and his attorney Alan Rose to gag any part of the Trial herein other than what my attorney Candice Schwager says in her Letter Email that the standard in federal court for Pleadings is to simply abbreviate the minor child’s name instead of spelling it out such as “J.B.”, “D.B”, etc. Where none of the parents of the minor children have objected on their children’s behalf either.
27. Nothing else more than that should happen here.
28. Alan Rose and Ted Bernstein’s desperate attempt to hide and conceal the Truth of the Trial is just like what the District Court of Appeals found offensive in the case their papers cited, “In essence, one of the parties wished to conduct the proceedings in private to prevent the disclosure of certain information the party would otherwise prefer not be made public. The information is of a somewhat general nature and not specifically tied to a domestic relations case.⁸The information is not related to the marital relationship nor its breakup, to the welfare of the children, nor to the marital property.”
29. “This may be so, but we do not find this reason to be sufficiently compelling, rising to the level that would deny the party an opportunity to receive a fair trial, to justify closing these

proceedings.” District Court of Appeal of Florida, First District. 508 So.2d 462 (Fla. Dist. Ct. App. 1987) <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>

30. Having acted to repeatedly Deny minor children Counsel by denial of proper Trust funds and thus deny minor children rights, these actions now by Ted Bernstein and Alan Rose are a sham and must be denied.
31. Ted Bernstein would have this Court disregard and deny the actual history of fraud and abusive, bullying, extortive, illegal and coercive tactics and conduct of he and his business partners and his former counsel against Minor children as if Ted Bernstein had the Court on his own Payroll. See, May 6, 2013 Emergency Motion² and See Motion on St. Andrew’s School³,
32. I, Eliot Bernstein, further renews and reminds this Court that it lacks jurisdiction to hear the matter as this Court was mandatorily disqualified at least as of Dec. 4, 2015⁴ and was further moved to mandatory disqualify Dec.28, 2015⁵ and thus no further action may be taken at this time beyond mandatory Disqualification.

² May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

³ August 24, 2014 Emergency Motion <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140824%20Amended%20Emergency%20Motion%20to%20Compel%20Eliot%20School%20Saint%20Andrews%20Payments.pdf>

⁴ December 04, 2015 Disqualification of Judge Phillips <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

⁵ Dec 28, 2015 Disqualification of Judge Phillips <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015.%202015%20ECF%20STAMPED%20COPY.pdf>

and

Corrections

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

WHEREFORE, it is respectfully prayed for an Order mandatorily Disqualifying Judge John L. Phillips and striking the improperly Noticed Hearing of Alan Rose and Ted Bernstein from the calendar, sanctions against Alan Rose and Ted Bernstein and such other and further relief as may be just and proper.

Dated: January 06, 2016

/s/Eliot Ivan Bernstein

Eliot Ivan Bernstein
2753 NW 34th St
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 6th day of January, 2016.

By: /s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

SERVICE LIST - CASE NO. SC15-1077 & LOWER CASES DEFENDANTS, RESPONDENTS, COUNTER DEFENDANTS

John P. Morrissey, Esq. 330 Clematis Street, Suite 213 West Palm Beach, FL 33401 (561) 833-0766-Telephone (561) 833-0867 -Facsimile Email: John P. Morrissey (iohn@jmoiTisseylaw.com)	Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 lisa@friedsteins.com
Peter M. Feaman, Esq. Peter M. Feaman, P.A. 3695 West Boynton Beach Blvd., Suite 9 Boynton Beach, FL 33436 (561) 734-5552 -Telephone (561) 734-5554 -Facsimile	Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com

<p>Email: service@feamanlaw.com: mkoskey@feamanlaw.com</p>	
<p>Gary R. Shendell, Esq. Kenneth S. Pollock, Esq. Shendell & Pollock, P.L. 2700 N. Military Trail, Suite 150 Boca Raton, FL 33431 (561)241-2323 - Telephone (561)241-2330-Facsimile Email: gary@shendellpollock.com ken@shendellpollock.com estella@shendellpollock.com britt@shendellpollock.com grs@shendellpollock.com</p>	<p>Counter Defendant Robert Spallina, Esq. Donald Tescher, Esq. Tescher & Spallina 925 South Federal Hwy., Suite 500 Boca Raton, Florida 33432</p>
<p>Brian M. O'Connell, Esq. Joielle A. Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N. Flagler Dr., 20th Floor West Palm Beach, FL 33401 561-832-5900-Telephone 561-833-4209 - Facsimile Email: boconnell@ciklinlubitz.com; ifoglietta@ciklinlubitz.com; service@ciklinlubitz.com; slobdell@ciklinlubitz.com</p>	<p>Counter Defendant John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</p>
<p>Counter Defendant Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net</p>	<p>Counter Defendant Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com</p>
<p>Theodore Stuart Bernstein 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>Counter Defendant TESCHER & SPALLINA, P.A.. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com</p>
<p>Theodore Stuart Bernstein Life Insurance Concepts, Inc. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>Counter Defendant Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 561-355-6991 arose@pm-law.com arose@mrachek-law.com</p>
<p>Pamela Beth Simon 950 N. Michigan Avenue</p>	<p>Counter Defendant L. Louis Mrachek, Esq.</p>

<p>Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	<p>PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 561-355-6991 lmrachek@mrachek-law.com</p>
<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>	<p>Counter Defendant Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401</p>
<p>Lisa Sue Friedstein 2142 Churchill Lane Highland Park, IL 60035 lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Dennis McNamara Executive Vice President and General Counsel Oppenheimer & Co. Inc. Corporate Headquarters 125 Broad Street New York, NY 10004 800-221-5588 Dennis.mcnamara@opco.com info@opco.com</p>
<p>Dennis G. Bedley Chairman of the Board, Director and Chief Executive Officer Legacy Bank of Florida Glades Twin Plaza 2300 Glades Road Suite 120 West – Executive Office Boca Raton, FL 33431 info@legacybankfl.com DBedley@LegacyBankFL.com</p>	<p>Hunt Worth, Esq. President Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 302-792-3500 hunt.worth@opco.com</p>
<p>James Dimon Chairman of the Board and Chief Executive Officer JP Morgan Chase & CO. 270 Park Ave. New York, NY 10017-2070 Jamie.dimon@jpmchase.com</p>	<p>Neil Wolfson President & Chief Executive Officer Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001 nwolfson@wilmingtontrust.com</p>
<p>William McCabe Oppenheimer & Co., Inc. 85 Broad St Fl 25 New York, NY 10004 William.McCabe@opco.com</p>	<p>STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com</p>
<p>Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343</p>	<p>Ralph S. Janvey Krage & Janvey, L.L.P. Federal Court Appointed Receiver Stanford Financial Group 2100 Ross Ave, Dallas, TX 75201 rjanvey@kjllp.com</p>

crubin@floridatx.com	
<p>Kimberly Moran Teschler & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 k Moran@tescherspallina.com</p>	<p>Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com</p>
<p>Gerald R. Lewin CBIZ MHM, LLC 1675 N Military Trail Fifth Floor Boca Raton, FL 33486</p>	<p>CBIZ MHM, LLC General Counsel 6480 Rockside Woods Blvd. South Suite 330 Cleveland, OH 44131 ATTN: General Counsel generalcounsel@cbiz.com (216)447-9000</p>
<p>Albert Gortz, Esq. Proskauer Rose LLP One Boca Place 2255 Glades Road Suite 421 Atrium Boca Raton, FL 33431-7360 agortz@proskauer.com</p>	<p>Heritage Union Life Insurance Company A member of WiltonRe Group of Companies 187 Danbury Road Wilton, CT 06897 cstroup@wiltonre.com</p>
<p>Estate of Simon Bernstein Brian M O'Connell Pa 515 N Flagler Drive West Palm Beach, FL 33401 boconnell@ciklinlubitz.com</p>	<p>Counter Defendant Steven Lessne, Esq. Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 steven.lessne@gray-robinson.com</p>
<p>Byrd F. "Biff" Marshall, Jr. President & Managing Director Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 biff.marshall@gray-robinson.com</p>	<p>Steven A. Lessne, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, FL 33401 Telephone: (561) 650-0545 Facsimile: (561) 655-5677 E-Mail Designations: slessne@gunster.com jhoppel@gunster.com eservice@gunster.com</p>
<p>T&S Registered Agents, LLC Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com</p>	<p>David Lanciotti Executive VP and General Counsel LaSalle National Trust NA CHICAGO TITLE LAND TRUST COMPANY, as Successor 10 South LaSalle Street Suite 2750 Chicago, IL 60603 David.Lanciotti@ctt.com</p>

Joseph M. Leccese
Chairman
Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
jleccese@proskauer.com

Brian Moynihan
Chairman of the Board and Chief Executive Officer
100 N Tryon St #170, Charlotte, NC 28202
Phone:(980) 335-3561

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

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

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN; MICHAEL BERNSTEIN; MOLLY SIMON; PAMELA B. SIMON, Individually and as Trustee f/b/o Molly Simon under the Simon L. Bernstein Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually, as Trustee f/b/o D.B., Ja. B. and Jo. B. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of his minor children D.B., Ja. B. and Jo. B.; JILL IANTONI, Individually, as Trustee f/b/o J.I. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of her Minor child J.I.; MAX FRIEDSTEIN; LISA FRIEDSTEIN, Individually, as Trustee f/b/o Max Friedstein and C.F., under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of her minor child, C.F.,

Defendants.

Probate Division

Case.: 502014CP003698XXXXNB

Judge John Phillips

**Response in Opposition
Motions for Guardian & Gag
Order filed by Alan M. Rose**

RESPONSE IN OPPOSITION MOTIONS FOR GUARDIAN & GAG FILED BY ALAN B. ROSE

COMES NOW, PRO SE, Eliot Ivan Bernstein (“Eliot”) or (“Petitioner”) as Beneficiary and Interested Party both for himself personally and as Guardians for his three minor children Beneficiaries of the Shirley Bernstein Trust and hereby files this and in support thereof states, on information and belief, as follows:

1. I oppose the motion by Alan M. Rose to appoint a Guardian for my children and oppose his motion for any “gag” order and since an Evidentiary Hearing and Testimony are both necessary with respect to the factual pleadings by Alan Rose and such evidence and testimony including my own testimony on both matters which would last well beyond 30 minutes alone it is inappropriate and improper process to achieve anything at the Uniform Motion Calendar Hearing on Jan. 14, 2016 beyond Scheduling of Compliance for outstanding Discovery and Production, depositions and then an evidentiary hearing and a proper Case Management Conference for this “Complex” case.
2. This, however, naturally raises the issue of first scheduling the hearings on the motions to remove Ted Bernstein as Trustee for not being qualified under the language of the trusts, for misconduct in fiduciary capacity, for waste and fraud upon the estate and other matters wherein even this very response by myself in this filing has been delayed by Representations by Creditor William Stansbury that his Florida Licensed Attorney Peter Feaman would be filing yesterday with the Court and Alan Rose a request to delay any hearing on these motions until a Status Conference / Case Management Conference for the Orderly scheduling of further hearings wherein Peter Feaman already notified this Court on Sept. 15, 2015 at the Case Management Conference that removal of Ted Bernstein as Trustee should be the first order of business instead of a validity trial with Ted Bernstein as Trustee, but whereupon this Court improperly moved to Schedule Trial in Shirley Bernstein’s Trust case as Alan Rose misled the Court to believe that all cases were called up, which was untrue, where Shirley’s

Trust case was Not Notified for the Case Management Conference¹ requested by the current PR of Simon's Estate being Mr. Brian O'Connell and Joy Foglietta of the Ciklin Lubitz Martens & O'Connell firm who filed the Notice to bring the matter up for the Case Management Conference on Sept. 15, 2015 in the first instance.

3. Thus, both alleged Creditor William Stansbury and Florida Licensed Attorney Peter Feaman are both Necessary Witnesses in relation to the Integrity of these proceedings and the good faith efforts I have undertaken to uncover fraud upon the Court and in the Court which is directly relevant to resolution of any sham claim by attorney Alan Rose or Steven Lessne regarding guardianship, both being Florida licensed attorneys who have directly Misled this Court in many ways including but not limited to falsely citing language from other Court orders such as Southern District of New York Judge Shira Scheindlin, or Alan Rose falsely claiming during the alleged validity trial that there has been no prior Order for Production of all Original Records by Tescher and Spallina when in fact this was part of the Discharge Order of Judge Colin to the extent any such Order of Judge Colin remains valid. See, Order of Colin on Production².
4. Specifically, Alan Rose, a Served Counter Defendant in this very action has knowingly misquoted an Order of SDNY Judge Shira Scheindlin by falsely portraying a Proskauer Rose proposed language in an Order as an actual Order, quote, finding of Hon. Judge Scheindlin

¹ Case Management Notice of Hearing for Only Simon Bernstein Estate Case
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150803%20Notice%20of%20Hearing%20for%20Sept%202015%202015%20930am%20Case%20Management.pdf>

²February 18, 2014 Colin Order Regarding Turning Over ALL Records to Curator
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

herself and while this conduct recently occurred in matters before the 4th DCA³, this evidence is representative of the sharp practices that Alan Rose and Ted Bernstein have employed to avoid full and fair hearings, obstruct due process, and obscure actual truth seeking processes acting in conflict of interest and more while simultaneously not only denying proper funds for myself to obtain proper counsel for my minor children and myself but further denied retained Texas attorney Candice Schwager documents to review for her to further an application to be admitted pro hac vice after having opportunity to scope potential conflicts of interest between myself and minor children.

5. Alan Rose falsely stated to this Court at the Case Management Conference⁴ that no hearings were held prior for guardianship hearings but yet Alan Rose had only a year earlier been denied⁵ by Judge Colin who claimed Eliot and Candice did not need Guardians for their children.
6. Thus, attorney Alan Rose's conduct himself in these proceedings has relevance to his sham motion for guardianship since his own conduct has caused waste and harm to beneficiaries and delayed and obstructed the fact finding and truth seeking processes of this court and thus right there alone are 3 Witnesses in addition to myself that should be part of any Evidentiary hearing relating to appointment of a Guardianship and thus arriving at a Schedule would be the most that can happen on Jan. 14, 2016, or at least should be the most that can happen on this date.

³ December 17, 2015 Sur Reply Showing Alan Rose Misquoting Federal Judge Shira Scheindlin Order <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151217%204th%20DCA%20Rose%20Ted%20Sur%20Reply%20Dec%2016%202015.pdf>

⁴ September 15, 2015 Case Management Hearing Transcript Scheduled In Simon Estate ONLY, Page 28 Line 7-16
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

⁵ August 14, 2014 Order DENYING GUARDIAN
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf>

7. In fact, Florida licensed attorney Peter Feaman has directly prepared pleadings and correspondence showing myself as being the only sibling in these cases to expose fraud and forgery and other proper matters in these cases and eligible to be a Successor. See, below.
8. See filings by Peter Feaman on behalf of alleged Creditor William Stansbury relevant to the sham filing for Guardianship by Alan Rose on behalf of Ted Bernstein.
 - a. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140217%20Stansbury%20Response%20in%20Opposition.pdf> Page 4-6 (C)
 - b. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140522%20JOINDER%20IN%20PETITION%20FILED%20BY%20ELIOT%20IVAN%20BERNSTEIN%20FOR%20REMOVAL%20OF%20TRUSTEE%20AND%20FOR%20TRUST%20ACCOUNTING.pdf>
 - c. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140627%20Response%20in%20Opposition%20to%20the%20Appointment%20of%20Ted%20Bersntein%20as%20Successor%20PR%20etc%20filed%20by%20Feaman%20Stansbury.pdf>
9. Then of course is the letter by Florida Licensed attorney Peter Feaman from August of 2014, nearly 17 months ago claiming PR Brian O'Connell had an absolute "duty" to file to Remove Ted Bernstein in showing failure to provide Accountings, waste of Trust assets and other matters, yet no action taken by PR O'Connell and no present follow-up by Peter Feaman although as indicated I have been delayed in this very filing by Representations of William Stansbury that Peter Feaman would be filing with the Court relative to these matters including holding hearings off until a Status or Case Management Conference but has yet to do that either, although it was represented it would be filed Tuesday, Jan., 12, 2016 further knowing I had filed for Unavailability with this Court which was served upon Alan Rose and

further filed in my last opposition to the Gag order that I was under medication and needing medical care. See,

- a. August 29, 2014 Letter from Attorney at Law Peter Feaman, Esq. to Personal Representative Attorney Brian O'Connell re Conflicts and more of Ted and Alan Rose.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf>

- b. December 16, 2014, Letter from Attorney Peter Feaman to PR and Attorney Brian O'Connell Letter re O'Connell's Absolute Duty to Remove Ted –

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20>

- c. [Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf](http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf)

- d. September 19, 2014 Attorney Peter Feaman to PR Attorney Brian O'Connell re Assets of Estates -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140919%20Feaman%20Letter%20to%20Brian%20Oconnell%20re%20assets%20of%20Simon%20Estate%209%2019%202014.pdf>

10. William Stansbury is further a necessary Witness as he has information relating to an ongoing Federal investigation of Ted Bernstein by the US Dept. of Labor in relation to Ted Bernstein's fiduciary actions as Plan Administrator / Trustee involving Arbitrage International an asset of the Estate and Trusts where it is likely that further financial harm to beneficiaries including my minor children has occurred according to William Stansbury and yet Alan Rose and Ted Bernstein have not only failed to Disclose these matters to the Court

and parties but further failed to disclose these matters in an alleged Meeting involving Bernstein Holdings and Bernstein Family Investments where Ted Bernstein and Alan Rose .

11. It is unknown why neither Creditor William Stansbury or his Florida licensed attorney Peter Feaman has yet to bring this information to the Court further making them necessary witnesses while it is further noted that just last week Alan Rose improperly scheduled a Hearing without contacting me although being on the phone that same morning with my retained attorney Candice Schwager of Texas seeking pro hac vice admission yet never mentioned the hearing and yet Rose later claimed in an email on Jan. 7, 2016 that an agreement he made with Attorney Peter Feaman to appear on short notice further justified his filing thus playing a “circus” / “charade” game of having Stansbury/Feaman in some parts of the cases but then not having them in on others all the while claiming that Ted Bernstein should be removed.

12. Further that the Estate itself by and through Brian O’Connell and Joy Foglietta has failed to account or provide Documents and Records despite prior Court Ordered Production⁶ upon the former PR’s, Tescher and Spallina, after their removal after admissions to fraudulently altering and creating a fraudulent Shirley Trust that Alan Rose misleads this Court about there being no such Court Order during an alleged Validity Trial⁷ and having multiple cross examination questions sustained as a result of such misstatement to the Court where it appears that in **contempt of such order** for Tescher & Spallina to Produce and turn over all Originals and files, Alan Rose, alleged Fiduciary and Trustee Ted Bernstein, Brian

⁶ February 18, 2014 Court Ordered Production of ALL Records of Tescher and Spallina to Curator <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

⁷ December 15, 2015 Validity Hearing Transcript - Transcript Page 123 Lines 10-18 & Page 124 3-7 and Pages 124 Line 17 to 125 Line 17. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

O'Connell and Joy Foglietta and potentially others have left "Original" documents and files instead in the Custody of Tescher & Spallina where Spallina has now admitted to fraud upon beneficiaries and their counsel, mail fraud, fraud upon the Court in the filings his office prepared and other crimes and misconduct during the alleged "validity" trial before Your Honor where the PRs O'Connell & Foglietta are *wholly and conspicuously absent from the "Validity trial"* (despite having pleaded to the Court in the Shirley Trust Construction case that Ted was NOT A VALID TRUSTEE⁸ in the SIMON TRUST, which would have materially affected the outcome of such hearing on the Simon Trust case and Ted's ability to argue the validity in the first place) among many other "*missing Witnesses*" at the alleged validity Trial such as Traci Kratish, Notaries Diana Banks, Kimberly Moran (charged with Felony fraudulent notarization and admitted Forgery of documents in these matters) and Lindsay Baxkey and Donald Tescher and an unknown signatory witnesses, leaving the Estate of Simon Bernstein *without counsel* despite the fact that one of the First Orders of Business PRs O'Connell and Foglietta should have sought at the Case Management Conference held Sept. 15, 2015 which was Held and Noticed only in the Estate of Simon Bernstein is a Compliance Order to obtain all the "Originals" and files/documents from Tescher & Spallina so proper Discovery and Production could occur to prove validity but instead results in an improperly schedule Trial in Shirley's Trust case which was not Noticed for Sept. 15, 2015 as required in the procedural rules of the Court.

13. Thus, Brian O'Connell and Joy Foglietta should further be called as Necessary Witnesses in relation to the integrity of proceedings and were further factual Witnesses in relation to

⁸ February 17, 2015 Answer Affirmative Defenses Filed by PR Attorney Brian O'Connell stating Ted is NOT A VALID TRUSTEE under the terms of the Trust.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf>

missing documents, missing production, missing business records and intertwined in conduct with Alan Rose in sudden emerging “original” documents from the St. Andrew’s Home allegedly for the Oppenheimer matters and other dispositive Estate and Trust documents yet Creditor William Stansbury had previously stated that his Florida licensed attorney Peter Feaman suggested that a Meeting at his Office and or Brian O’Connell’s Office and inviting the Palm Beach County Sheriff’s for Criminal investigation and prosecution of Ted Bernstein in relation to the missing Tangible Personal Property (“TTP”) should occur, thus intertwining all of the various parties as witnesses in relation to any Guardianship hearing and necessity.

14. Licensed attorney Peter Feaman and his client alleged Creditor William Stansbury further being Witnesses as both claimed to have observed Donald Tescher at the Courthouse after the validity trial yet was not produced by Alan Rose suggesting Tescher’s presence was under Alan Rose’s control and yet because this Court had impermissibly prejudiced and “pre-judged” the validity trial by improperly limiting it to one day ordered in the wrong case without addressing discovery and dispositive motions there was no timing remaining for further necessary witnesses and thus the validity trial should be vacated.
15. While I understand it was filed in a different case number, Steven Lessne is intertwined with Rose on numerous issues including not only the sudden emergence of “original” documents in the Oppenheimer case but further the sharp practices conduct wherein Lessne has **directly mislead this Court** by an almost identical sharp practice of Alan Rose where Southern District of New York Judge Hon. Shira Scheindlin is again knowingly misquoted wherein Lessne claims Judge Scheindlin issued some nationwide injunction against me again misquoting language “proposed” by Proskauer Rose where in actuality the language Judge Scheindlin determined in the Order was as follows: “IV. CONCLUSION For the foregoing

reasons, a monetary sanction in the amount of \$3,500 is hereby imposed on Bernstein as is the injunctive sanction described above. The money is to be paid to the Clerk of the Court, Southern District of New York, forthwith. If Bernstein ignores the monetary sanction, defendants may obtain an enforceable judgment in the amount of \$3,500. If Bernstein continues to file motions in this case, he may be subject to additional monetary sanctions. The Clerk of the Court is directed to close the motion for sanctions (Docket Entry # 145).

Dated: 14 New York, New York August 29, 2013 Opposition at 13. 7⁹“

16. Thus, the only injunctive limitation determined by SDNY Judge Scheindlin is that if I file motions “*in this case*”, being the SDNY case, I “*may be subject to additional monetary sanctions*”, thus showing Lessne himself directly misleading this Court as a Florida licensed attorney.
17. The Court should note that Lessne left his firm Gray Robinson and took with him the Bernstein / Oppenheimer case as he transitioned to Alan Rose’s prior law firm Gunster.
18. To the extent any Order of Judge Colin remains valid, he has already ruled upon motions by Alan Rose and Ted Bernstein on Guardianship and the related matters and DENIED those matters. See below Orders Colin in Rose Denial Guardian Shirley Trust Construction stating no Guardian necessary and Oppenheimer denial of same, This renewed attempt on virtually the same grounds constitutes further harassment and a 2nd bite at apple hoping for a better outcome than with Judge Colin.

- a. Oppenheimer Denial

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20141107%20Omnibus%20Order%20Colin%20Oppenheimer%20Case.pdf>

⁹August 29, 2013 Order the Most Honorable Shira A. Scheindlin
<http://www.iviewit.tv/20130829%20Scheidlin%20Order%20Sanctioning%20Bernstein.pdf>

b. Rose Trust Construction Denial

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf>

c. Order Denying Contempt Against Eliot -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150504%20Order%20on%20Motion%20to%20Hold%20Eliot%20Bernstein%20in%20Contempt%20DENIED.pdf>

19. There has been no “construction” hearing scheduled much less any full and fair hearing after proper discovery and depositions.

20. Moreover, alleged Creditor William Stansbury’s attorney has previously written to Rose directly regarding Rose’s conflicts of interest and other matters of testimony relevant at any hearing as follows:

a. August 08, 2014 Feaman Letters to Rose

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140808%20Response%20to%20Motion%20for%20Contempt%20-%20Exhibit%20Feaman%20Letter%20to%20Alan%20Re%20St%20Andrews%20Tuition.pdf>

b. Pleading filed by PR Attorney Brian O’Connell in Shirley Trust – Ted NOT A VALID TRUSTEE IN SIMON -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20A%20VALID%20TRUSTEE.pdf>

- c. January 16, 2015 Nevada District Court Ruling - Crystal Cox ruling Eliot and Crystal not associated -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150116%20Cox%20Bernstein%20Nevada%20RICO%20Order%20Denying%20Motions%20for%20Summary%20Judgement.pdf>

21. I re-plead and re-allege the following in further opposition to any continued improper attempts at a gag order which should be denied and stricken but certainly would require an adversarial evidentiary hearing first not part of the Uniform Motion Calendar Hearing of Jan. 14, 2016 and certainly not in 10 minutes.
22. I have already had to reschedule medical/dental related appointments due to Alan Rose's actions this New Year, I am currently on prescription medication since January 02, 2016, including painkillers and muscle relaxers and am not fit to attend hearings, which is part of the reason for my unavailability this month. This scheduling and notice is improper and further harassment and this is not the first time Alan Rose has deployed these tactics as the record for the cases reflects.
23. This is nothing but more of the same "sharp practices" and legal process abuses that Alan Rose and Trustee Ted Bernstein have perpetuated throughout the litigation.
24. Florida Licensed attorney (presently) Alan Rose and his client Ted Bernstein fail to point out to this Court their continuing Conflicts of Interest since both Alan Rose and Ted Bernstein have actively worked Against the Interests of the "grandchildren" to Shirley and Simon Bernstein by trying to block \$1.7 in Life Insurance proceeds from coming into the Estate.

25. Both attorney Alan Rose and Ted Bernstein have been involved in actions which directly were contrary to the best interests of minor children by refusing to agree to a Continuance of the validity trial in Dec. 2015 even for 30 days so my minor children could have Counsel by Candice Schwager, Esq. and yet now try to claim to come to this court for the welfare of minor children. See,

a. December 12, 2015 Attorney Candice Schwager Pro Hac Vice Letter to Court

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf>

and

b. December 15, 2015 Phillips Trial Stay

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf>

26. Ted Bernstein and Alan Rose have articulated no adequate basis to impose a Gag order.

27. In fact according to the Email Letter sent by attorney Schwager today to Alan Rose (see

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Schwager%20Letter%20to%20Alan%20Rose%20to%20Cancel%20Hearings.pdf>) to seek his voluntary withdrawal

of this Hearing, even one of the cases cited by Alan Rose actually has the District Court of Appeals reversing a Trial Court's Order closing a Trial from the public: "The orders of the trial court sealing the file and closing the proceedings are REVERSED. The public shall be permitted access to the court file and the transcript or reporter's notes of any proceedings in the trial court. ERVIN, J., concurs. NIMMONS, J., concurs, with written opinion."

<https://casetext.com/case/florida-freedom-newspapers-v-sirmons>

28. There was minimal if virtually any naming of the “grandchildren” and/or “minor children” in the Trial in any event and I should have every right to inspect and have my own copy of the Transcript and this appears to be nothing more than the bully sharp practices of Alan Rose and Ted Bernstein in trying to deny due process and access to the courts and the ability to seek proper appeal, collateral attack and other motions concerning the trial.
29. As attorney Schwager pointed out in her letter, “Thus, it truly appears that your motion is more of a “smoke-screen” and “sharp practices” which are more designed to further delay, obstruct and hinder the due process rights of Eliot Bernstein and his minor children and perhaps others in the truth seeking processes by this motion which must be withdrawn.”
30. In one breathe, Alan Rose and Ted Bernstein rush to push a validity Trial through that had been requested years before by Plaintiff Eliot and do so in a manner to Deny Counsel to Minor Children but now that the hour of Truth is at hand where Ted Bernstein’s business partner / former business partner Robert Spallina’s testimony Admitting to mail fraud, fraudulently creating an Invalid Trust and Fraud Upon the Court in these matters and related Testimony is about to be available as it should be, Alan Rose and Ted Bernstein are now suddenly (and frantically) the big heroes for minor children and rushing in by an improperly Noticed Hearing to gag truth without providing any specific justification that this will benefit any minor children.
31. Yet, as stated by the very case Alan Rose and Ted Bernstein have cited for this Court, “ Preserving the independence and integrity of the judicial process through open and publicly scrutinized judicial proceedings is the issue.”

32. “A strong and independent judiciary is the bulwark of a free society. If there were no public access to proceedings before the trial judge, there would be no safeguard for judicial independence nor any assurance of judicial integrity.”
33. “It is the existence of the right of access that is critical to the court's autonomy, not the public's exercise of that right. Knowing the public can attend these proceedings and review judicial records helps guarantee that those matters will be conducted with due regard for the public's interest in a fair and impartial judiciary.” See, <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>.
34. Minor children ultimately have to grow up and learn the laws of civil societies.
35. There is nothing in the Transcripts that relates to the actions and behaviors of the minor children and thus Alan Rose and Ted Bernstein have shown *nothing specific of a compelling nature* with respect to the minor children and this motion should be struck from the Calendar and denied.
36. Instead the Trial consisted of testimony and actions by Ted Bernstein’s business partners and his former counsel to him as fiduciary Robert Spallina and Donald Tescher who admitted to (i) illegally using the Mails to mail a fraudulently created invalid trust to the three minor children’s prior counsel Christine Yates, (ii) that his law firm deposited fraudulent documents in the Court record in the cases, (iii) that he fraudulently used a deceased Personal Representative to Fraudulently close the Estate of Shirley Bernstein in these matters leading to the reopening of the Estate of Shirley and three years of litigation costs and expenses and (iv) that he was under an SEC Consent order for Felony Insider Trading charges and other matters.

37. The SEC Consent Orders¹⁰ for Spallina and Tescher are already of Public Record by the Washington, DC Office of the US SEC itself naming Robert Spallina and Donald Tescher, Ted Bernstein's business partners and former disgraced counsel to him as fiduciary in these matters, who he and Alan Rose allowed to "hold onto" Original records even after Spallina's admitting to fraud that benefited his client Ted directly and also having the firm's paralegal notary public Kimberly Moran admit to criminal charges in this matter of forging documents, fraudulently notarizing them, including Post Mortem for Simon Bernstein and committing multiple frauds on the Court and beneficiaries in these matters.
38. See, " **FOR IMMEDIATE RELEASE 2015-213** *Washington D.C., Sept. 28, 2015* — The Securities and Exchange Commission today charged five Florida residents – including two lawyers and an accountant – with insider trading in advance of the acquisition of Pharmasset Inc. by Gilead Sciences Inc. In a complaint filed in federal court in Newark, New Jersey, the SEC alleged that attorneys Robert L. Spallina and Donald R. Tescher and accountant Steven G. Rosen illegally traded on confidential information obtained from a mutual client who served on the board of directors of Princeton, New Jersey-based Pharmasset."
39. Spallina, Tescher, Rosen, Palermo, and Markowitz collectively agreed to pay approximately \$489,000 to settle the charges. The settlements are subject to court approval.

¹⁰ September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"

<http://www.sec.gov/news/pressrelease/2015-213.html>

and

September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @

<http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

and

October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

40. “Lawyers and accountants occupy special positions of trust and confidence and are required to protect the information entrusted to them by their clients,” said Joseph G. Sansone, Co-Chief of the SEC’s Market Abuse Unit. “It is illegal for them to steal their clients’ confidential information to trade securities for their own profit or to tip others.” See, <http://www.sec.gov/news/pressrelease/2015-213.html>
41. Thus, those matters regarding Ted Bernstein’s business partners and prior counsel to him as fiduciaries are already a matter of public record being made public by the federal government.
42. However in the December 15, 2015 Hearing Spallina testifying to the validity of documents he already admitted in the hearing to having fraudulently altered and disseminated via mail, states to Your Honor that he had **NOT** pled guilty to either felony or misdemeanor criminal conduct and yet the Consent Order signed by Spallina directly contradicts his testimony before this Court and this Court should take Judicial Notice and report such misconduct.
43. That SPALLINA perjured his testimony and further misled this court as he did plead guilty of criminal misconduct and the SEC Consent signed by SPALLINA states, ,
- “2. Defendant [Robert Spallina] has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the “Criminal Action”).”
44. Yet, in a December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA stated the following from the hearing transcript Page 93 Lines 14-17¹¹;

¹¹ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

14. THE COURT: You can answer the question, which
15. . . . is, did you plead to a felony?
16. MR. BERNSTEIN: Sorry, sir.
17. THE WITNESS: I have not.

45. Further, in the SEC Consent signed by SPALLINA reads,

“12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C.. §523. that the allegations in the complaint are true...”

46. No compelling circumstances are shown by Ted Bernstein and his attorney Alan Rose to gag any part of the Trial herein other than what my attorney Candice Schwager says in her Letter Email that the standard in federal court for Pleadings is to simply abbreviate the minor child’s name instead of spelling it out such as “J.B.”, “D.B”, etc. Where none of the parents of the minor children have objected on their children’s behalf either.

47. Nothing else more than that should happen here.

48. Alan Rose and Ted Bernstein’s desperate attempt to hide and conceal the Truth of the Trial is just like what the District Court of Appeals found offensive in the case their papers cited, “In essence, one of the parties wished to conduct the proceedings in private to prevent the disclosure of certain information the party would otherwise prefer not be made public. The information is of a somewhat general nature and not specifically tied to a domestic relations

case.⁸ The information is not related to the marital relationship nor its breakup, to the welfare of the children, nor to the marital property.”

49. “This may be so, but we do not find this reason to be sufficiently compelling, rising to the level that would deny the party an opportunity to receive a fair trial, to justify closing these proceedings.” District Court of Appeal of Florida, First District. 508 So.2d 462 (Fla. Dist. Ct. App. 1987) <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>
50. Having acted to repeatedly Deny minor children Counsel by denial of proper Trust funds and thus deny minor children rights, these actions now by Ted Bernstein and Alan Rose are a sham and must be denied.
51. Ted Bernstein would have this Court disregard and deny the actual history of fraud and abusive, bullying, extortive, illegal and coercive tactics and conduct of he and his business partners and his former counsel against Minor children as if Ted Bernstein had the Court on his own Payroll. See, May 6, 2013 Emergency Motion¹² and See Motion on St. Andrew’s School¹³,
52. I, Eliot Bernstein, further renews and reminds this Court that it lacks jurisdiction to hear the matter as this Court was mandatorily disqualified at least as of Dec. 4, 2015¹⁴ and was further

¹² May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

¹³ August 24, 2014 Emergency Motion <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140824%20Amended%20Emergency%20Motion%20to%20Compel%20Eliot%20School%20Saint%20Andrews%20Payments.pdf>

¹⁴ December 04, 2015 Disqualification of Judge Phillips <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

moved to mandatory disqualify Dec.28, 2015¹⁵ and thus no further action may be taken at this time beyond mandatory Disqualification.

WHEREFORE, it is respectfully prayed for an Order mandatorily Disqualifying Judge John L. Phillips, striking or alternatively Continuing the motions of Ted Bernstein and Alan Rose until after a properly scheduled, noticed and held Case Management Conference for a “complex” case, proper Discovery, depositions and proper evidentiary hearings held first, sanctions against Alan Rose and Ted Bernstein and such other and further relief as may be just and proper.

Dated: January 13, 2016

/s/Eliot Ivan Bernstein

Eliot Ivan Bernstein
2753 NW 34th St
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 13th day of January, 2016.

/s/Eliot Ivan Bernstein

Eliot Ivan Bernstein
2753 NW 34th St
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

¹⁵ Dec 28, 2015 Disqualification of Judge Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015.%202015%20ECF%20STAMPED%20COPY.pdf>

and

Corrections

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

SERVICE LIST

<p>COUNTER DEFENDANT Robert L. Spallina, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com</p>	<p>COUNTER DEFENDANT Ted Bernstein, Individually 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>COUNTER DEFENDANT John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401</p>
<p>COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p>COUNTER DEFENDANT Ted Bernstein Life Insurance Concepts et al. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>COUNTER DEFENDANT Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</p>
<p>COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p>COUNTER DEFENDANT & COUNSEL TO TED BERNSTEIN SERVED Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com</p>	<p>Counter Defendant TESCHER & SPALLINA, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>
	<p>Pamela Simon</p>	<p>Counter Defendant</p>

	<p>President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com</p>	<p>Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com</p>
<p>Counter Defendant L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com</p>	<p>Counter Defendant Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com</p>	<p>Counter Defendant Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com</p>
<p>Counter Defendant Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com</p>	<p>Counter Defendant Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	

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

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

Probate Division
Case No.: 502014CP003698XXXXNBIJ

Plaintiff,

v.

**Objections to Proposed Order of Alan
Rose / Ted Bernstein**

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B. SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein Trust
Dtd 9/13/12; ELIOT BERNSTEIN, individually, as
Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf
of his minor children D.B., Ja. B. and Jo. B.;
JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12,
and on behalf of her Minor child J.I.;
MAX FRIEDSTEIN; LISA FRIEDSTEIN, Individually,
as Trustee f/b/o Max Friedstein and C.F., under the
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf
of her minor child, C.F.,

Defendants.

**OBJECTIONS TO PROPOSED ORDER OF ALAN B. ROSE AND TED BERNSTEIN "ORDER
DETERMINING ELIOT BERNSTEIN LACKS STANDING INDIVIDUALLY
AND STRIKING ELIOT'S FILINGS, AND DEFERRING RULING ON THE APPOINTMENT OF
A GUARDIAN AD LITEM AND OTHER RELIEF SOUGHT" AND PROPOSED ALTERNATIVE
ORDER FOR HEARING HELD JANUARY 14, 2016**

1. That Florida licensed attorney Alan Rose on behalf of Ted Bernstein misled this Court on Sept. 15, 2015¹ including whether all four cases had been properly Noticed² and where due to this misinformation at the case management conference a Trial was improperly set in Shirley Bernstein's Trust case in violation of Florida Civil Rules of Procedure 1.200³ and in violation of due process while the PRs of the Simon Bernstein Estate Brian O'Connell and Joy Foglietta stood silent despite their office having sent the Notice for the Case Management Conference in the first instance,

4 MR. ROSE: I'm not planning on doing the
5 whole hearing, but briefly there are,
6 technically, four other cases that all were
7 assigned. I think we've noticed a status
8 conference in all four cases.

That Florida licensed attorney Alan Rose requested January 14, 2016 at 12:17pm⁴ that Eliot Bernstein submit comments to a proposed Order from a January 14, 2016 hearing by 3pm that same day or else he would file with the Court as an unopposed Order and Eliot replied and 3:30pm⁵ on January that he would try to get his changes to him timely on January 15th, 2016 to submit to the Court together with his proposed Order (Eliot did not know at the time that Rose was supposed to give him five days under the rules);

2. Mr. Rose in violation of ADMINISTRATIVE ORDER 5.204-5/09⁶ then ignored said received email indicating that Eliot would send comments and a proposed order to him the next day and instead sent a letter to Judge Phillips with his proposed Order only to the Court on January 14,

¹ Sept 15, 2015 Hearing Transcript

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

² August 03, 2015 Notice of Hearing Status Conference for Simon Bernstein Estate Case Only

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150803%20Notice%20of%20Hearing%20for%20Sept%2015%202015%20930am%20Case%20Management.pdf>

³Florida Rules of Civil Procedure 1.200

http://phonl.com/fl_law/rules/frcp/frcp1200.htm

⁴ January 14, 2016 Email Rose

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%20at%2012.12pm%20Alan%20Rose%20Proposed%20Order%20Email.pdf>

⁵ January 14, 2016 Eliot Email to Rose with Dr. Report

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%20at%203.30pm%20Eliot%20response%20to%20Rose%20re%20Order.pdf>

⁶<http://15thcircuit.co.palm-beach.fl.us/documents/10179/15133/5.204.pdf>

2016 at 4:15pm⁷ without waiting for Eliot's comments and proposed order and this too in violation of Administrative Order 5.204-5/09⁸ and further asked for an immediate ruling that day from Judge Phillips, knowing there are five days for my response and proposed order to be sent to him before seeking relief with the court as if unopposed with no counter order. This further evidences Mr. Rose's continued Sharp Practices and violation and contempt of the court decorum, efforts to obstruct due process and tortiously interfere with the fair administration of justice;

3. Florida licensed attorney Alan Rose on behalf of Ted Bernstein having further misled this Court about the status of the case and the time necessary for a proper validity Trial at the September 15, 2015 case management conference and left no time for a proper trial for the 10 witnesses called by the Trustee or for Eliot to properly cross examine witnesses available that day leaving Eliot and this Court with insufficient time for a proper trial / hearing which was improperly held without proper pre-trial procedures to determine outstanding discovery and requests for production and proper witnesses.
4. That the January 14, 2016 hearing for standing was also improperly scheduled at a UMC hearing by Alan Rose, despite needing an evidentiary hearing as requested by Eliot at the hearing to give testimony and have any witnesses present but which Eliot was denied opportunity for such by this Court;
5. Where Judge Phillips asked Eliot at the January 14, 2016 hearing what statute gave him standing as a named Beneficiary in the Shirley Trust document that Phillips has Ordered to be valid and when Eliot, a Pro Se litigant, did not know off the top of his head the Florida Statute giving

⁷ January 14, 2016 4:15 pm Alan Rose Letter to Judge Phillips
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%204.06pm%20ExParte%20Letter%20to%20Judge%20Phillips%20Alan%20Rose%20Proposed%20Order.pdf>

⁸<http://15thcircuit.co.palm-beach.fl.us/documents/10179/15133/5.204.pdf>

named beneficiaries standing in a Trust case where they are named, Judge Phillips, who is supposed to know the statutes himself improperly ruled against Eliot's standing for this sole reason of his lack of knowing the statute at the hearing and based solely on the claims of Alan Rose and not on the merits after proper hearing with testimony from both sides or giving Eliot a chance to find the correct statute to preserve his standing. Judge Phillips, then quite rudely told Eliot if he did not like it to get a lawyer despite the fact that a prior motion for a Continuance of the validity trial itself was filed timely before Trial so that Texas attorney Candice Schwager could get admitted pro hac vice yet attorney Alan Rose denied Candice Schwager any such courtesy even though it was to benefit the minor children and Alan Rose has further denied Candice Schwager access to document production to further her review of the case while this Court improperly stated the motion for continuance was untimely when the statute permits it to be made even at the time of trial and where it was filed in writing before the trial.

6. That Florida Statutes 733.707, 736.0103, 731.201 (2)(4)(9)(11)(20) and (23) give Eliot standing as a Beneficiary, Heir and Interested Person and Trustee of the Eliot Bernstein Family Trust in this case and the Simon Estate, the Simon Trust and the Shirley Estate.
7. That for instance in the Shirley Trust case addressed herein, Eliot and his two sisters are the beneficiaries of Shirley's Trust at the time it become irrevocable with a defined class of beneficiaries in stone upon her death, as stated in the trust;

ARTICLE II. AFTER MY DEATH - E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me.

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and **held in separate Trusts for my lineal descendants then living, per stirpes [emphasis added]**. Any assets allocated under this Subparagraph 11.D. to my children (**as that term is defined under this Trust [emphasis added]**), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse

as grantor on even date herewith (the "Family Trusts" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph 11.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "beneficiary," with their separate trusts to be administered as provided in Subparagraph 11.E. below.

and

F. Trusts for Beneficiaries. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, per stirpes; or
2. if he or she leaves no lineal descendant then living, per stirpes for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

ARTICLE III. GENERAL - E1 - Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "child," "children" and "lineal descendant" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the

pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. **Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me [Emphasis Added],**

That the trust language is clear that Ted and Pamela and their lineal descendants, at the time of Shirley's death were not beneficiaries and Eliot and his two sisters Lisa and Jill are. Further, the Court should note that Ted is considered predeceased for ALL PURPOSES OF DISPOSITIONS of the Shirley Trust, which would disqualify him as a Trustee to make dispositions, including holding hearings for construction and validity or making any disbursements and thus further reason to strike the Validity Hearing on December 15, 2015 as a Sham Hearing conducted by a deceased person under the trust.

8. Similarly, at Judge Phillips' validity hearing Order on December 16, 2016, Eliot was never shown a copy of beforehand or had chance to submit comments and a counter order to Rose was also issued in violation of ADMINISTRATIVE ORDER 5.204-5/09*⁹, the order issued contains rulings on issues that were not Noticed to be Heard, not Scheduled for the Trial and in fact not heard at the hearing at all, no testimony or anything from either party on the ruled on items as evidenced in the transcript and thus the December 16, 2015 Order should further be stricken as an improper Void Order and for other far more serious reasons further defined herein. That the Rose Proposed Order for the January 14, 2016 hearing feeds off the December 16, 2016 Order and for this reason the December 16, 2016 Order and the Proposed Order should be stricken.

⁹ Administrative Order Regarding Preparation of Order - ADMINISTRATIVE ORDER 5.204-5/09*

9. That Eliot further stated to the Court that the hearing was improperly scheduled by Rose when he knew Eliot had filed in December a Notice of Unavailability for the month of January and further learned that he was under medical care and prescription medications¹⁰ making him medically unfit during the time of the January 14, 2016 hearing and again, using sharp practice unbecoming of an Attorney at Law, Rose scheduled the hearing and would not withdraw it despite knowing Eliot was not well and was still seeking to have counsel admitted to protect the children.
10. Eliot stated on the record that he was medically unfit and on heavy medications for any hearing that day and yet Judge Phillips ignored the request to postpone and schedule a proper evidentiary hearing to determine standing and rushed to rule without even having proper testimony on any of the items in Rose's Proposed Order.
11. That having declared in a September 15, 2015 hearing "love"¹¹ for Judge Colin and pre-judging that he would not question Colin's actions that have been called into question and alleged as Fraud by the Court and that he would not find that Colin did something wrong, wholly prejudiced Eliot's position and denies him fundamental due process rights.
12. Having further reviewed the Record of the Cases having determined that an outstanding Order by Judge Colin for Production¹² against prior fiduciaries Tescher & Spallina was never performed or complied with fundamentally prejudicing a proper validity Trial. In fact it was learned at the December 15, 2015 trial that NONE of the Original Dispositive Documents were available for inspection at the hearing and that Trustee Ted Bernstein claimed under oath he had

¹⁰ Dr. Ronik Seecharan Letter

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%20Seecharan%20Letter%20Regarding%20procedure.pdf>

¹¹ September 15, 2015 Hearing Transcript Page 27 Lines 14-25 and Page 28 Lines 1-6

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

¹² February 18, 2014 Order to Turn Over **ALL** records of Tescher and Spallina to Curator

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

never seen the original trust he operates under nor took any steps to validate the documents in light of the fact that his prior counsel SPALLINA had admittedly fraudulently created a Shirley Trust document at the December 15, 2015 hearing he testified at as to the validity of the documents he admitted fraud in creating and then sent the fraudulent trust via mail to Attorney at Law Christine Yates representing Eliot's minor children and finally it was learned at the hearing that Tescher and Spallina had violated the Colin Court Order to turn over their records in entirety and still possessed Original dispositive documents;

13. That the totality of the related cases should have determined this case to be a "complex" case and the case management conference should have been conducted properly as such, again such deprivation of rights severely prejudiced the outcome;
14. That proper pre-trial procedures thus were not followed and must be corrected in furtherance of justice;
15. That missing necessary witnesses and missing discovery were existent at the time of the validity trial including but not limited to witnesses Notary Publics who signed documents, Kimberly Moran and Lindsay Baxley (where Governor Rick Scott's Notary Public Division has already prosecuted in conjunction with the Palm Beach County Sheriff Moran for fraudulent notarization in these matters and Lindsay Baxley aka Lindsay Giles was also found to have improperly notarized a Will and Amended Trust of Simon) and Witnesses to the Execution of the alleged documents, Traci Kratish, Esq., Diana Banks, Rachel Walker and a John Doe signor, as well as, other witnesses William Stansbury and Donald Tescher, Esq. thus necessitating a new Trial after proper pre-trial proceedings are completed and a Case-Management Conference for a "complex" case is held before a non-conflicted and non-adverse judge;

16. That the circumstances of Judge Colin's handling of the case and specifically, including but not limited to, hearings held on Sept. 13, 2013¹³ whereupon alleged Trustee Ted Bernstein appeared on the record claiming his fiduciary status as fiduciary for the Estate at a time he had not yet been appointed, a year after Simon's death at the time of the hearing, yet remaining silent as to various Frauds upon the Court admitted by his counsel, including an April 9, 2012 Petition for Discharge¹⁴ claiming all beneficiaries had properly waived their interests and rights and Simon was in possession of them on that date. Ted Bernstein having known this to be false, as he did not complete his own Waiver until August 01, 2012 and therefore knew this statement that Simon had the completed Waivers in April 2012 to be false and further fraudulent actions involving the fiduciaries Tescher and Spallina who were acting as Simon's counsel at the time of the alleged signing and Ted's counsel when it was finally delivered to the Court as if Simon were delivering it alive Post Mortem months after his death while still acting as PR.
17. For clarification of this complex Post Mortem scheme, it should be noted that when Simon died, Ted was NOT appointed Successor PR by the Court while he maintained to the family on the day Simon died that he was acting as PR and acted as such and yet Ted was not appointed by Colin and issued Letters until October 13, 2013 after the hearing September 13, 2013 hearing that Colin threatened to read him Miranda's, leading to a series of bad rulings of Colin's that were designed to protect rather than have prosecuted those officers of his court involved in these frauds on the Court and the Beneficiaries. Yet, Ted's counsel Tescher and Spallina never filed for Letters for Ted when Simon died and instead they (Ted and his counsel Tescher and Spallina)

¹³ September 13, 2013 Colin Hearing - Mirand Warnings and more
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130913%20TRANSCRIPT%20Emergency%20Hearing%20Colin%20Spallina%20Tescher%20Ted%20Manceri.pdf>

¹⁴ April 09, 2012 Alleged Simon Full Discharge Waiver Deposited by him with the Court after he passed away.
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120409%20Petition%20for%20Discharge%20Full%20Waiver%20Shirley%20SIGNED%2020120409%20NOT%20FILED%20UNTIL%2020121024.pdf>

all choose to use Simon as PR for months after he died to file fraudulently filed documents and in some instance forged and fraudulently notarized for Simon Post Mortem, all these criminal acts committed as part of a complex legal scam to create the appearance that Simon closed his wife's estate properly before he died and made changes to Beneficiaries and Fiduciaries and documents prior to his own death.

18. Ted introduced his friends Tescher and Spallina to his father to do estate planning so as that Ted could get business in return from them.
19. Spallina and Tescher, Ted's close business associates that he retained as his counsel to represent him as Personal Representative and Trustee and Ted Bernstein further sat idly by as he learned that his mother's estate was closed by his deceased father acting as PR at a time after his death and while Ted was claiming he was the PR (prior to Letters issued in October 2013) through a series of fraudulent acts of his counsel Spallina and Tescher and the totality of the circumstances indicating Judge Colin is a necessary and material fact witness as Eliot Bernstein attempted to inform this Court on July 30, 2015 and Sept. 15, 2015 and at Trial Dec. 15th, 2015 and further by opposition herein;
20. That Judge Colin having issued prior Orders denying Ted Bernstein's motions to deny Eliot's Standings and that Eliot Bernstein has standing in all cases before this Court until proper hearings and trial determine otherwise;
21. Eliot Bernstein was sued individually in this action and Eliot has filed a counter complaint that also gives him individual standing. Eliot is also the alleged Trustee of his children's trusts, trusts that to this day he still has not been given a copy of. Eliot is also a beneficiary of the Simon Estate, the Shirley Bernstein Trust and the Shirley Bernstein Estate. Eliot also is alleged to be a beneficiary of Simon's Trust, as Simon's 2012 Amended Trust, allegedly done days before his

death, was improperly constructed, leaving Eliot still a beneficiary. Eliot is an interested party individually in all cases.

22. That a continuance should have been granted for Eliot Bernstein for all hearings to determine if his minor children's counsel Candice Schwager could be admitted pro hac vice or otherwise be afforded additional time to retain counsel of his choosing as the minor children have not been represented at any hearings, despite Rose's own contention that the children need independent counsel and where the Court should demand deposit of adequate funds from the Trusts or from the parties responsible for the need for counsel, Tescher and Spallina, into a proper account for no less than \$100,000.00 for immediate retention of counsel for the minors, thereby negating any need for guardians (who would then need to get counsel and so a guardian would only add additional expenses);
23. Hampering this effort to retain counsel for the minor children is Rose and his client Ted, as alleged Successor Trustee, refusal to turn over records to counsel Schwager¹⁵ acting on behalf of Eliot and his minor children whom she is retained to represent but cannot enter the cases until she is approved Pro Hac Vice, a determination she will be making after getting the necessary case files from the fiduciaries. Currently, efforts underway to provide Eliot and his children with local counsel for Schwager have proved unsuccessful and perhaps that is because Eliot has exposed Fraud on the Court and alleges Fraud by the Court and several South Florida lawyers and judges involved, leading to a blackballing effect whereby many contacted will not even return calls after learning of who is involved in the case and many are already aware and instantly refuse.

¹⁵ Rose Letter Refusing to turn over documents to Attorney at Law Candice Schwager
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Rose%20Denying%20to%20talk%20or%20give%20information%20to%20Attorney%20Schwager.pdf>

24. The refusal to turn over documents by fiduciaries including Ted Bernstein have plagued this case from the start and continue to this day and in fact are what forced Eliot to seek counsel and Court relief to get documents statutorily owed to him in the first place as he and his children were denied dispositive documents for months after the death of his father and years after the death of his mother by Ted, Spallina, Tescher and others. Production requests are still outstanding and unheard by the Court, including records of the Court in toto due to the Fraud on the Court, which requires now discovery.
25. That no construction hearings have been held on the Wills, Trusts and instruments herein and / or not fully and fairly heard to determine beneficiaries, standing, valid trustees (where the PR of Simon's Estate Brian O'Connell has asserted an affirmative defense to the complaint in the Shirley Trust Construction case that Ted is NOT A VALID trustee serving in the Simon Trust under the terms of the trust¹⁶ and if true would call for a rehearing of the validity hearing entirely with a new legally proper Trustee who is valid, not conflicted and not adverse to Beneficiaries as Ted is;
26. That hearings should be held on the removal of Ted Bernstein instantly by this Court from all fiduciary capacities PRIOR TO ANY ACTIONS involving Ted proceeding further and as the referenced September 13, 2013 hearing transcript footnoted herein already shows, Judge Colin had at that time of the first hearing in September 13, 2013 enough evidence involving TWO criminal acts learned and admitted to in the hearing involving Fraud on the Court and Fraud on the Beneficiaries, to state that he had enough evidence at that moment to read Ted and his counsel Spallina, Tescher (who did not appear but was represented) and Manceri their Miranda

¹⁶ Brian O'Connell pleading Ted is NOT A VALID Trustee Under Slmon L Bernstein Amended and Restated Trust, Page 7
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf>

Warnings, twice, yet no action has since been taken by Colin or the Phillips Court to remedy such actions that leave Ted and his counsel with “unclean hands” and involvement in criminal activities;

27. That the present motions of Ted Bernstein and Alan Rose should be stayed indefinitely;
28. That this Court having given reason to Eliot Bernstein that he would not receive a fair trial and having not received fair trials based upon the findings herein should now for this reason and others stated in two disqualification petitions filed against Judge Phillips, voluntarily mandatorily Disqualify from these proceedings.
29. Further, Judge Phillips is also now a necessary material and fact witness to the improper Post Recusal steering of the cases by Judge Colin to his Court, first to Judge Coates, a former Proskauer Rose Partner and where Proskauer is Counter Defendant in this action and also Coates formerly was retained by Eliot’s Iviewit technology companies at the heart of the estate and trust matters, yet Coates took the cases and files and concealed in Court in this case his prior involvement with Eliot and Simon Bernstein’s companies when he was a Proskauer Partner and held a hearing where he then Sua Sponte recused himself (after getting all the court’s confidential and non published records sent to him) and then passed the cases to Judge Phillips, the alleged intended target all along of Colin’s improper Post Recusal steering as cited in the disqualification motions filed¹⁷ and ¹⁸ and thus Phillips should also instantly disqualify and void

¹⁷ December 04, 2015 First Disqualification of Phillips
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

and

Corrections

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

¹⁸ December 28, 2015 Second Disqualification of Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED>

his orders as required by Judicial Canons as he will soon be subpoenaed for deposition and as a witness to relevant matters about the case steering, for his acts outside the color of law in taking this case while knowing of his witness status, if not made a defendant in any further proceedings, state and federal, for continued Fraud by the Court and aiding and abetting and more.

30. That Judge Phillips knowing he is a material and fact witness and now potential defendant of charges of Fraud By the Court in these cases has an adverse interest to Eliot, his wife and their minor children that reflect in his intent to deprive Eliot and his three minor children and lovely wife of their fundamental due process rights.

31. Phillips has threatened Eliot and his wife Candice repeatedly with contempt for nothing other than to create false record, while at the December 15, 2015 hearing an attorney at law, Spallina and an officer the court commits and admits Fraud on the Court, Fraud on the Beneficiaries, Mail Fraud and more, yet at the same hearing Phillips is too busy threatening Candice and then removing her from participating and forcing her from the bench with Eliot as the records of the hearings reflect and simultaneously doing nothing when Spallina admits criminal misconduct in the proceedings directly involving the cases before him. This adverse interest and conflict with Eliot is because Eliot has accused Phillips, Judge Colin and Judge Coates of being part of the improper Post Recusal steering by Colin and transfer of the cases by Colin (who recused 1 day after denying a disqualification motion that alleged **FRAUD BY THE COURT OF COLIN**). Judge Phillips rude and threatening behaviors reflected in the transcripts of the hearings appear entirely in retaliation and to suppress Eliot's rights to fair hearings and Eliot fears that he and his children have not and cannot receive due process in the Phillips court.

[%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015,%202015%20ECF%20STAMPED%20COPY.pdf](#)

32. The Proposed Order of Rose now attempts to remove Eliot's standing and his prior pleadings filed on behalf of himself and as Guardian of his minor children and remove his standing in the matters through this improper proposed Order without due process and in violation of Administrative Orders. The Order Rose has prepared for Phillips to sign does not accurately reflect the truth of the proceedings and is designed to remove Eliot's rights to his inheritancy through further denial of due process and procedure, even moving the court to attempt Gag Orders on Eliot and to suppress distribution of the December 15, 2016 hearing that exposes new frauds on the court and more.

33. That the Court should take **JUDICIAL NOTICE** and REPORT THE FOLLOWING CRIMINAL MISCONDUCT AND NEW FRAUD ON THE COURT INFORMATION ADMITTED TO BEFORE JUDGE PHILLIPS UNDER OATH BY SPALLINA, the sole witness to the validity hearing before Judge Phillips, who in the hearing violated his signed SEC consent Order for criminal conduct involving insider trading and admitted to new crimes under oath, including Fraud on the Court, Fraud on Beneficiaries, Mail Fraud and more in the December 15, 2016 hearing. **Spallina Perjured his testimony about not having pled to felony or misdemeanor charges as the SEC Order shows he plead to criminal conduct thus mandating it be either felony or misdemeanor criminal conduct.**

34. The following information is cause for impeachment of Spallina's testimony made with "unclean hands" and voiding of the validity hearings ruling due to the criminal conduct learned and committed in the Court on December 15, 2015 by Spallina, a court appointed officer of the court and a court appointed fiduciary in these matters. Therefore, immediate actions should be taken by the Court to notify proper authorities, including but not limited to, the SEC of the violation of his Consent Order that Spallina signed as evidenced in the referenced herein Consent Order, the

FBI regarding the newly admitted Mail Fraud, the Sheriff department regarding the newly admitted Fraud on the Court, Fraud on Beneficiaries and their counsel and the misuse of a deceased person's identity to close another deceased person's estate (now fully admitted), the Inspector General of the Courts due to the Fraud on the Court and alleged Fraud by the Court, the Chief Judge and where the Court is the scene of fresh new crimes of continued Fraud on the Court in these matters, this Court should disqualify itself entirely from the matters as it appears that one cannot investigate oneself or one's court and judicial friends and loves without a MASSIVE APPEARANCE OF IMPROPRIETY;

- a. On or about September 28, 2015, the SEC out of Washington, DC publicly announced Insider Trading and related charges in a separate action against Florida attorneys and Third-Party Defendants herein SPALLINA and TESCHER. That SPALLINA pled guilty of criminal misconduct and the SEC Consent signed by SPALLINA states,

“2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the “Criminal Action”).”¹⁹
- b. December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA stated the following from the hearing transcript Page 93 Lines 14-22²⁰;

¹⁹ September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

²⁰ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

14. THE COURT: You can answer the question, which
15. is, did you plead to a felony?
16. MR. BERNSTEIN: Sorry, sir.
17. THE WITNESS: I have not.
18. THE COURT: Okay. Next question.
19. BY MR. BERNSTEIN:
20. . . . Q. Have you pled guilty to a misdemeanor?
21. . . . A. **I have not. [emphasis added]**
22. . . . Q. Were you involved in a insider trading case?
23. MR. ROSE: Objection. Relevance.
24. THE COURT: Sustained. Next question.

c. Further, in the SEC Consent signed by SPALLINA reads,

“12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C.. §523. that the allegations in the complaint are true...”

d. SPALLINA further states under sworn testimony at the Validity Hearing regarding the trust documents he created being valid admits to fraudulently altering a Shirley Trust Document and sending to Attorney at Law Christine Yates, Esq. representing the minor children of Eliot via the mail, Page 95 Lines 14-25 and Page 96 Line 1-19,

14. . . . Q. Mr. Spallina, have you been in discussion with
15. the Palm Beach County Sheriff's Office regarding the

16· ·Bernstein matters?
17· ······MR. ROSE:· Objection.· Relevance.
18· ······THE COURT:· Overruled.
19· ······You can answer that.
20· ······THE WITNESS:· Yes, I have.
21· ·BY MR. BERNSTEIN:
22· ··· Q· ·And did you state to them that you
23· ·fraudulently altered a Shirley trust document and then
24· ·sent it through the mail to Christine Yates?
25· ··· A· ·Yes, I did.
·1· ··· Q· ·Have you been charged with that by the Palm
·2· ·Beach County Sheriff yet?
·3· ··· A· ·No, I have not.
·4· ··· Q· ·Okay.· How many times were you interviewed by
·5· ·the Palm Beach County Sheriff?
·6· ······MR. ROSE:· Objection.· Relevance.
·7· ······THE COURT:· Sustained.
8· ·BY MR. BERNSTEIN:
·9· ··· Q· ·Did you mail a fraudulently signed document to
10· ·Christine Yates, the attorney for Eliot Bernstein's
11· ·minor children?
12· ······MR. ROSE:· Objection.· Relevance.
13· ······THE COURT:· Overruled.
14· ······THE WITNESS:· Yes.
15· ·BY MR. BERNSTEIN:
16· ··· Q· ·And when did you acknowledge that to the
17· ·courts or anybody else?· When's the first time you came
18· ·about and acknowledged that you had committed a fraud?
19· ··· A· ·**I don't know that I did do that [emphasis added].**

e. SPALLINA then perjures himself in self contradiction when he tries to claim that his law firm did not mail Fraudulent documents to the court and commits here further FRAUD ON THE COURT when he then slips up and admits that his legal assistant and notary public Kimberly Moran, already prosecuted in these matters for fraudulent notarization and who has admitted forgery of six persons in these matters then sent the fraudulent documents back to the court when he states;

10· ·BY MR. BERNSTEIN:
11· ··· Q· ·And what was she convicted for?
12· ··· A· ·She had notarized the waiver releases of
13· ·accounting that you and your siblings had previously
14· ·provided, and we filed those with the court.

15 · · · · Q · We filed those with the court.
16 · · · · · Your law firm submitted fraudulent documents
17 · to the court?
18 · · · · A · No · We filed -- we filed your original
19 · documents with the court that were not notarized, and
20 · the court had sent them back.
21 · · · · Q · And then what happened?
22 · · · · A · And then Kimberly forged the signatures and
23 · notarized those signatures and sent them back.

- f. That not only does SPALLINA admit to Felony criminal acts that have not yet been investigated but admits that his office members are also involved in proven Fraudulent Creation of a Shirley Trust and where MORAN has already admitted six counts of forgery for six separate parties (including for a deceased Simon and for Eliot) and fraudulent notarizations of such documents when Spallina states in the hearing Pages 102-103,

102
20 · · · · · MR. BERNSTEIN: · Sure.
21 · BY MR. BERNSTEIN:
22 · · · · Q · You've testified here about Kimberly Moran.
23 · · · · · Can you describe your relationship with her?
24 · · · · A · She's been our long-time assistant in the
25 · office.

103
·1 · · · · Q · Was she convicted of felony fraudulent
·2 · notarization in the Estate of Shirley Bernstein?
·3 · · · · · MR. ROSE: · Objection · Relevance.
·4 · · · · · THE COURT: · Overruled.
·5 · · · · · You're asking if she was convicted of a felony
·6 · · · with respect to the Estate of Shirley Bernstein?
·7 · · · · · You can answer the question.
·8 · · · · · MR. BERNSTEIN: · Correct.
·9 · · · · · THE WITNESS: · I believe she was.

- g. SPALLINA then claims that it is “standard operating procedure” for he and his clients to sign sworn Final Waivers under penalty of perjury with knowingly and irrefutably false statements and admitting that the April 09, 2012 Full Waiver

(already referenced and linked herein) submitted to this Court by Spallina's law firm in October of 2012 by Simon Bernstein, at a time after his death on September 13, 2012 and yet still acting as the Personal Representative, signed under penalty of perjury allegedly by Simon Bernstein and witnessed by Spallina, contained knowingly false statements . Then SPALLINA had a deceased Simon file that alleged sworn document with the Court as Personal Representative on a date after his death as part of a Fraud on the Court and Fraud on the Beneficiaries and Interested Parties. SPALLINA states in testimony as follows,

Pages 108-110

17 · . . . Q. · Okay. · Are you aware of an April 9th full
18 · waiver that was allegedly signed by Simon and you?
19 · . . . A. · Yeah. · That was the waiver that he had signed.
20 · And then in the May meeting, we discussed the five of
21 · you, all the children, getting back the waivers of the
22 · accountings.
23 · . . . Q. · Okay. · And in that April 9th full waiver you
24 · used to close my mother's estate, does Simon state that
25 · he has all the waivers from all of the parties?
·1 · . . . A. · He does. · We sent out -- he signed that, and
·2 · we sent out the waivers to all of you.
·3 · . . . Q. · Okay. · So on April 9th of 2012, Simon signed,
·4 · with your presence, because your signature's on the
·5 · document, a document stating he had all the waivers in
·6 · his possession from all of his children.
·7 · . . . · Had you sent the waivers out yet as of
·8 · April 9th?

...

20 · BY MR. BERNSTEIN:

21 · . . . Q. · April 9th, 2012, you have a signed full waiver
22 · of Simon's that says that he is in possession of all of
23 · the signed waivers of all of the parties?
24 · . . . A. · Standard operating procedure, to have him
25 · sign, and then to send out the documents to the kids.

...

·1 · . . . Q. · Was Simon in possession -- because it's a
·2 · sworn statement of Simon saying, I have possession of
·3 · these waivers of my children on today, April 9th,
·4 · correct, the day you two signed that?

·5· Okay. So if you hadn't sent out the waivers
·6· yet to the --
·7· . . . A. I'm not certain when the waivers were sent
·8· out.
·9· . . . Q. Were they sent out after the --
10· . . . A. I did not send them out.
11· . . . Q. Okay. More importantly, when did you receive
12· those? Was it before April 9th or on April 9th?
13· . . . A. We didn't receive the first one until May.
14· And it was your waiver that we received.
15· . . . Q. So how did you allow Simon, as his attorney,
16· to sign a sworn statement saying he had possession of
17· all of the waivers in April if you didn't get mine 'til
18· May?
19· . . . MR. ROSE: Objection. I think it's relevance
20· and cumulative. He's already answered.
21· . . . THE COURT: What's the relevance?
22· . . . MR. BERNSTEIN: Oh, this is very relevant.
23· . . . THE COURT: What is the relevance on the issue
24· that I have to rule on today?
25· . . . MR. BERNSTEIN: On the validity? Well, it's
1· relevant. If any of these documents are relevant,
·2· this is important if it's a fraud.
·3· . . . THE COURT: I'll sustain the objection.
·4· . . . MR. BERNSTEIN: Okay. Can I -- okay.
·5· BY MR. BERNSTEIN:
·6· . . . Q. When did you get -- did you get back prior to
·7· Simon's death all the waivers from all the children?
·8· . . . A. No, we did not.
·9· . . . Q. So in Simon's April 9th document where he
10· says, he, Simon, on April 9th has all the waivers from
11· his children while he's alive, and you didn't even get
12· one 'til after he passed from one of his children, how
13· could that be a true statement?
14· . . . MR. ROSE: Objection. Relevance. Cumulative.
15· . . . THE COURT: Sustained.

h. Finally, SPALLINA also perjures himself under sworn oath at the hearing when testifying to the status of his Florida Bar license, which at this time he is listed as

“Not Eligible to Practice Law in Florida”²¹ when he states in the December 15, 2015 hearing,

Page 91

7· ·BY MR. BERNSTEIN:

8· ··· Q· ·Mr. Spallina, you were called today to provide
9· ·some expert testimony, correct, on the --

10· ··· A· ·No, I was not.

11· ··· Q· ·Oh, okay. · You're just going based on your
12· ·doing the work as Simon Bernstein's attorney and Shirley
13· ·Bernstein's attorney?

14· ··· A· ·Yes.

15· ··· Q· ·Okay. · Are you still an attorney today?

16· ··· A· ·I am not practicing.

17· ··· Q· ·Can you give us the circumstances regarding
18· ·that?

19· ··· A· ·I withdrew from my firm.

Pages 120-121

19· ·BY MR. BERNSTEIN:

20· ··· Q· ·Did you -- are you a member of the Florida
21· ·Bar?

22· ··· A· ·Yes, I am.

23· ··· Q· ·Currently?

24· ··· A· ·Yes, I am.

25· ··· Q· ·Okay. · You said before you surrendered your
·1· ·license.

·2· ··· A· ·I said I withdrew from my firm. · It wasn't
·3· ·that I was not practicing.

- i. Spallina further Perjures his testimony when asked if the Fraudulent Shirley Trust he created by Post Mortem fraudulently altering a Shirley Amendment and disseminated through the mail attempted to change the beneficiaries of the Shirley Trust and he answered no. Yet, the following analysis shows different;

22· ·BY MR. BERNSTEIN:

²¹ https://www.floridabar.org/wps/portal/flbar/home/attysearch/mprofile!/ut/p/a1/jc_LDolwEAXQT-ptthRaWo6mkRazxgdCNYUWaKLowfr_42LioOrtJzs3cYZ41zA_dLftdNZyH7vjYvTxACM3dBrawxEHIOI3ZggSEHEE7girnxJMMNktoDIOr2qgtF7RM_8sjMoRf-T3zn8RJNQO5BXKtp0AxeYNIRTj-HTx_eJ2II7ycdg2C6e8_WXgh/dl5/d5/L2dBISEvZ0FBIS9nQSEh/?mid=497381

23. . . . Q. Did the fraudulently altered document change
24. the beneficiaries that were listed in Shirley's trust?
25. . . . A. **They did not [emphasis added].**

Now comparing the language in the two documents the Court can see that this statement is wholly untrue. From the alleged Shirley Trust document,

“Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), **and their respective lineal descendants [emphasis added]** shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL !ANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.”²²

Then the language from the fraudulent amendment states;

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM '), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder."

Clearly the fraudulent amendment attempts to remove from the predeceased language regarding TED and PAMELA’s lineal descendants from being excluded by removing them from the original trust language as being considered predeceased and thus change the beneficiaries of the Shirley Trust. In fact, adding Ted and Pam’s lineal descendants back into the trust would give them a chance to convert improperly %40 of the value to their families from %0.

²² Shirley Trust Page 7

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendm ent%202.pdf>

This perjury by Spallina, acting already with proven unclean hands and admitted to crimes in the Estates and Trusts of Simon and Shirley Bernstein changed the outcome of the validity hearing adding cause for a rehearing and voiding the Order that resulted, which were already void and of no effect since Judge Phillips should have already voluntarily mandatorily disqualified himself from the proceedings prior to holding any hearings.

35. That as for Ted being qualified as a fiduciary, the following passage from the December 15, 2015 hearing that Ted called for to prove the validity of the dispositive documents after his former counsel admitted criminal activities shows that Ted, who used this disgraced attorney Spallina as his star and only witness to validate the documents, did nothing to validate the documents himself as Trustee to protect the beneficiaries harmed by his former counsels actions, his friend and business associate when he states, under oath,

Page 206-210

25 · · · · Q · · Okay · Ted, you were made aware of Robert
1 · Spallina's fraudulent alteration of a trust document of
2 · your mother's when?
3 · · · · A · I believe that was in the early 2013 or '14.
4 · · · · Q · Okay · And when you found out, you were the
5 · fiduciary of Shirley's trust, allegedly?
6 · · · · A · I'm not sure I understand the question.
7 · · · · Q · When you found out that there was a fraudulent
8 · alteration [sic] of a trust document, were you the
9 · fiduciary in charge of Shirley's trust?
10 · · · · A · I was trustee, yes · I am trustee, yes.
11 · · · · Q · And your attorneys, Tescher and Spallina, and
12 · their law firm are the one who committed that fraud,
13 · correct, who altered that document?
14 · · · · A · That's what's been admitted to by them,
15 · correct.
16 · · · · Q · Okay · So you became aware that your counsel
17 · that you retained as trustee had committed a fraud,
18 · correct?
19 · · · · A · Correct.
20 · · · · Q · What did you do immediately after that?
21 · · · · A · The same day that I found out, I contacted

22· ·counsel· I met with counsel on that very day· I met
23· ·with counsel the next day· I met with counsel the day
24· ·after that.

25· ···· Q· ·Which counsel?

·1· ···· A· ·Alan Rose.

···

P 209-210

24· ·BY MR. BERNSTEIN:

25· ···· Q· ·Have you seen the original will and trust of
·1· ·your mother's?

·2· ···· A· ·Can you define original for me?

·3· ···· Q· ·The original.

·4· ···· A· ·The one that's filed in the court?

·5· ···· Q· ·Original will or the trust.

·6· ···· A· ·I've seen copies of the trusts.

·7· ···· Q· ·Have you done anything to have any of the
·8· ·documents authenticated since learning that your
·9· ·attorneys had committed fraud in altering dispositive
10· ·documents that you were in custody of?

11· ······ MR. ROSE:· Objection· Relevance.

12· ······ THE COURT:· Overruled.

13· ······ THE WITNESS:· I have not.

14· ·BY MR. BERNSTEIN:

15· ···· Q· ·So you as the trustee have taken no steps to

16· ·validate these documents; is that correct?

17· ···· A· ·Correct.

36. Finally, as reported by the Palm Beach Post²³ and others in an evolving story of

Probate/Guardian abuse emanating from Florida's courts, similar to the bank and mortgage frauds that found judges and lawyers fraudulently conveying properties through "robo signing" aka bank fraud, forgery and more, Florida's Judges are coming under fire for their bizarre behaviors of probate/guardianship abuses and basically grave robbing Florida's elderly as has been evidenced herein, where dead person's identities are used to commit Fraud on the Court and when discovered covered up by further Fraud by the Court in conjunction with the lawyers and guardians and judges.

²³ <http://www.mypalmbeachpost.com/guardianships-elizabeth-savitt/>
and
<http://aaapg.net/florida-the-judges-wife-a-frequent-court-appointed-guardian/>

WHEREFORE, the proposed Order of Ted Bernstein is Objected to herein and an Alternate Order submitted.

Dated: January 19, 2016

/s/Eliot Ivan Bernstein

Eliot Ivan Bernstein
2753 NW 34th St
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 19th day of January, 2016.

/s/Eliot Ivan Bernstein

Eliot Ivan Bernstein
2753 NW 34th St
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

SERVICE LIST

COUNTER DEFENDANT Robert L. Spallina, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com	COUNTER DEFENDANT Ted Bernstein, Individually 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcept.com	COUNTER DEFENDANT John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401
---	---	--

<p>COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p>COUNTER DEFENDANT Ted Bernstein Life Insurance Concepts et al. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcep ts.com</p>	<p>COUNTER DEFENDANT Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm. com john@pankauskilawfirm.com</p>
<p>COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.co m ddustin@tescherspallina.co m kmoran@tescherspallina.co m</p>	<p>COUNTER DEFENDANT & COUNSEL TO TED BERNSTEIN SERVED Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com</p>	<p>Counter Defendant TESCHER & SPALLINA, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>
	<p>Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com</p>	<p>Counter Defendant Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com</p>
<p>Counter Defendant L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite</p>	<p>Counter Defendant Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center</p>	<p>Counter Defendant Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500</p>

<p>600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com</p>	<p>2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com</p>	<p>Boca Raton, Florida 33432 kmoran@tescherspallina.com</p>
<p>Counter Defendant Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com</p>	<p>Counter Defendant Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	

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

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

Probate Division
Case No.: 502014CP003698XXXXNBIJ

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B. SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein Trust
Dtd 9/13/12; ELIOT BERNSTEIN, individually, as
Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf
of his minor children D.B., Ja. B. and Jo. B.;
JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12,
and on behalf of her Minor child J.I.;
MAX FRIEDSTEIN; LISA FRIEDSTEIN, Individually,
as Trustee f/b/o Max Friedstein and C.F., under the
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf
of her minor child, C.F.,

Defendants.

ALTERNATE ORDER

THIS CAUSE came before the Court for hearing on January 14, 2016 on Successor Trustee Ted Bernstein and Alan Rose's Motion for Appointment of a Guardian Ad Litem to Represent the Interests of Eliot Bernstein's Children and other relief, and Eliot I. Bernstein having filed Opposition and appeared in Opposition. The Court, having considered the record, heard argument of counsel and the parties and having reconsidered the record and being otherwise fully advised in the premises, hereby ORDERS AND ADJUDGES:

1. Strike the Proposed Order of Alan B. Rose and Ted Bernstein in entirety;
2. That Florida Statutes 733.707, 736.0103, 731.201 (2)(4)(9)(11)(20) and (23) give Eliot standing as a Beneficiary, Heir and Interested Person and Trustee of the Eliot Bernstein Family Trust in this case and the Simon Estate, the Simon Trust and the Shirley Estate.
3. That there was no Construction Hearing held, Noticed or Scheduled;
4. That proper pre-trial procedures thus were not followed and must be corrected in furtherance of justice;
5. That the present motions of Ted Bernstein and Alan Rose are stayed indefinitely;
6. Judge Phillips mandatorily disqualify himself and void ALL orders for all the reasons stated in the disqualifications and for newly discovered factual admissions of fraud on the court learned at the December 15, 2015 hearing and further fraud on the court continued through perjured statements made under oath in testimony by a former officer of the court and former fiduciary constituting perjury, obstruction and more;
7. Instantly report new Admissions before this Court and perjurious statements made in the December 15, 2016 validity hearing by attorney at law, former officer of the court and former fiduciary in the Simon Bernstein Estate and Trust, Robert Spallina's admissions of his newly admitted Fraud on the Court, Fraud on Beneficiaries, Mail Fraud and Violations of his signed SEC Consent Order for Securities Fraud and Insider Trading to all the proper authorities, including but not limited to, the Inspector General of the Courts, the Chief Judge of 15th Judicial,
8. That the new Court demand deposit of adequate funds from the Trusts or from bonding of the responsible parties for causing the need for counsel into a proper account for no less than \$100,000.00 for immediate retention of counsel of Eliot's choosing for the minor

children as they have not been represented at hearings despite their standing as alleged beneficiaries and despite the fact that the conflict arises due to the fraud on the court by the prior fiduciaries and their counsel as proven already and or provide leave to Eliot Bernstein to re-apply immediately for funds for Counsel upon a new Judge presiding.

DONE and ORDERED in Chambers, North County Courthouse in Palm Beach Gardens, Florida, on this ___th day of January, 2016.

HONORABLE JOHN L. PHILLIPS
Circuit Court Judge

Copies to: Attached Service List

SERVICE LIST

<p>COUNTER DEFENDANT Robert L. Spallina, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com</p>	<p>COUNTER DEFENDANT Ted Bernstein, individually 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>COUNTER DEFENDANT John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401</p>
<p>COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p>COUNTER DEFENDANT Ted Bernstein Life Insurance Concepts et al. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p>COUNTER DEFENDANT Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</p>

<p>COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p>COUNTER DEFENDANT & COUNSEL TO TED BERNSTEIN SERVED Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com</p>	<p>Counter Defendant TESCHER & SPALLINA, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>
	<p>Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com</p>	<p>Counter Defendant Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com</p>
<p>Counter Defendant L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com</p>	<p>Counter Defendant Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatx.com</p>	<p>Counter Defendant Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com</p>
<p>Counter Defendant Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.c</p>	<p>Counter Defendant Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>

om	20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com	
Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com	

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE No. 502014CP003698XXXXNB

TED BERNSTEIN,

Plaintiff,

-vs-

DONALD R. TESCHER, ELIOT IVAN BERNSTEIN,
LISA SUE FRIEDSTEIN, JILL MARLA IANTONI, et al.,

Defendants.

TRIAL BEFORE THE HONORABLE
JOHN L. PHILLIPS
VOLUME 1 PAGES 1 - 114

Tuesday, December 15, 2015
North County Courthouse
Palm Beach Gardens, Florida 33410
9:43 a.m. - 4:48 p.m.

Reported By:
Shirley D. King, RPR, FPR
Notary Public, State of Florida
West Palm Beach Office Job #1358198 - VOL 1

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APPEARANCES:

On behalf of the Plaintiff:

ALAN ROSE, ESQUIRE
GREGORY WEISS, ESQUIRE
MRACHEK FITZGERALD ROSE KONOPKA
THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Phone: 561.655.2250
E-mail: Arose@mrachek-law.com

On behalf of the Defendant:

ELIOT IVAN BERNSTEIN, PRO SE, ESQUIRE
2753 NW 34th Street
Boca Raton, Florida 33434
Phone: 561.245.8588
E-mail: Iviewit@iviewit.tv

On behalf of Molly Simon, Alexandra, Eric & Michael
Bernstein:

JOHN P. MORRISSEY, ESQUIRE
LAW OFFICE OF JOHN P. MORRISSEY, P.A.
330 Clematis Street
Suite 213
West Palm Beach, Florida
Phone: 561.833.0866
E-mail: John@jmorrisseylaw.com

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I N D E X
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WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
ROBERT SPALLINA				
BY MR. ROSE:	11			
BY MR. MORRISSEY:		82		
BY MR. BERNSTEIN:		91		

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1 P R O C E E D I N G S

2 - - -

3 THE COURT: We're here on the Bernstein case.
4 Everybody ready to go?

5 MR. ROSE: Good morning, Your Honor. Yes.
6 Alan Rose on behalf of the plaintiff, Ted S.
7 Bernstein, as successor trustee.

8 THE COURT: Okay.

9 MR. ROSE: And with me is my partner, Greg
10 Weiss. May not be for the whole trial, but he is
11 with us for the beginning.

12 THE COURT: Okay. Well, great. Thanks for
13 coming.

14 And who's on the other side?

15 MR. BERNSTEIN: Eliot Bernstein, pro se, sir.

16 THE COURT: Okay. You're not going to have
17 any counsel? Who's with you at the table?

18 MR. BERNSTEIN: That's my lovely wife,
19 Candice.

20 THE COURT: All right. And why are you at the
21 table?

22 MR. BERNSTEIN: That's one of the questions I
23 would like to address. I'm here individually.

24 THE COURT: Right.

25 MR. BERNSTEIN: And I was sued individually.

1 But I'm also here on behalf, supposedly, of my
2 minor children, who aren't represented by counsel.
3 And I'm sued as a trustee of a trust that I've
4 never possessed.

5 THE COURT: Are you asking me a question?

6 MR. BERNSTEIN: Yes.

7 THE COURT: What's the question?

8 MR. BERNSTEIN: Well, my children are being
9 sued.

10 THE COURT: What's the question?

11 MR. BERNSTEIN: And I was sued as their
12 trustee, but I'm --

13 THE COURT: Stop, please.

14 MR. BERNSTEIN: Yes, sir.

15 THE COURT: I would love to talk with you all
16 day --

17 MR. BERNSTEIN: Okay.

18 THE COURT: -- but we're not going to have
19 that happen.

20 MR. BERNSTEIN: Okay.

21 THE COURT: This is not a conversation. This
22 is a trial. So my question is, What is your
23 question? You said you had a question.

24 MR. BERNSTEIN: I tried to get counsel for my
25 children who was willing to make a pro hoc vice --

1 THE COURT: When will you ask me the question?

2 Because this is all --

3 MR. BERNSTEIN: Well, I'd like to stay the
4 proceeding.

5 THE COURT: Okay. The request for a
6 continuance is denied. Thank you.

7 MR. BERNSTEIN: Have you read the filing I
8 filed? Because my children are minor --

9 THE COURT: Was that your question?

10 MR. BERNSTEIN: Well, my children are
11 minors --

12 THE COURT: Please stop.

13 MR. BERNSTEIN: -- and they're not represented
14 here.

15 THE COURT: What is your name again, sir?

16 MR. BERNSTEIN: Eliot Bernstein.

17 THE COURT: Okay. Mr. Bernstein, I'll be
18 courteous, unless it doesn't work; then I'll be
19 more direct and more aggressive in enforcing the
20 rules that I follow when I conduct trials.

21 I've asked you several times if you had
22 questions. You finally asked me one, and it was,
23 Did you read my filing? No, I did not. You asked
24 for a continuance. I have denied that because it's
25 untimely.

1 Now I'm turning back to the plaintiff, and
2 we're going forward with this trial. That is one
3 day set on my docket. We're going to have this
4 trial done by the end of the day. You'll have half
5 the time to use as you see fit; so will the other
6 side. I'll not care if you waste it, but I'll not
7 participate in that. Thank you.

8 Now, from the plaintiff's side, what is it
9 that the Court is being asked to decide today?

10 MR. ROSE: Before I answer, could
11 Mr. Morrissey make an appearance, sir?

12 THE COURT: All right.

13 MR. MORRISSEY: Yes, I'm here on behalf of
14 four of the defendants, Judge, four adult
15 grandchildren, Alexandra Bernstein, Eric Bernstein
16 Michael Bernstein and Molly Simon, all of whom have
17 joined in the plaintiff's complaint today.

18 THE COURT: Okay. Last time I'll ask this
19 question of the plaintiff. What is it that I'm
20 asked to decide today?

21 MR. ROSE: We are asking you to decide whether
22 five testamentary documents are valid, authentic
23 and enforceable. And that is set forth in count
24 two of the amended complaint in this action. The
25 five documents are a 2008 will of Shirley

1 Bernstein, a 2008 trust of Shirley Bernstein, and
2 an amendment by Shirley Bernstein to her 2008
3 trust.

4 THE COURT: When was the amendment?

5 MR. ROSE: Amendment was in November of 2008.

6 THE COURT: All right. So there's also a 2008
7 amendment?

8 MR. ROSE: Yes, sir. In fact, I have a -- I
9 don't know if you can read it, but I did put up
10 here on the -- there are seven testamentary
11 documents. We believe five of them to be valid and
12 operative, and two of them to have been with --
13 revoked by later documents.

14 So for Shirley, there are three documents that
15 count two seeks you to determine are valid,
16 authentic and enforceable according to their terms.

17 And for Simon Bernstein, he has a 2012 will,
18 and a 2012 amended and restated trust agreement.
19 And we're asking that these five documents be
20 validated today.

21 There also is a 2008 will and trust that
22 you'll hear testimony were prepared, but have been
23 revoked and superseded by later documents.

24 THE COURT: Does everybody agree that Simon's
25 2008 will and trust are invalid or is there some

1 claim that they're valid?

2 MR. ROSE: I can't answer.

3 THE COURT: All right. I'll ask.

4 Are you claiming that the Simon Bernstein 2008
5 will or 2008 trust are valid, or do you agree that
6 they are invalid?

7 MR. BERNSTEIN: Well, I individually disagree.

8 THE COURT: Okay. Thank you.

9 MR. BERNSTEIN: And my children --

10 THE COURT: I just wanted to know --

11 MR. BERNSTEIN: -- aren't represented by
12 counsel, so they can't have an opinion --

13 THE COURT: Okay.

14 MR. BERNSTEIN: -- even though they're parties
15 to the case.

16 THE COURT: Okay. Like I say, you can waste
17 all your time you want. I won't object to it, but
18 I won't participate in it.

19 You can put on your first witness.

20 MR. ROSE: Thank you. Plaintiff will call
21 Robert Spallina.

22 Thereupon,

23 (ROBERT SPALLINA)

24 having been first duly sworn or affirmed, was examined
25 and testified as follows:

1 THE WITNESS: I do.

2 MR. ROSE: May I approach, Your Honor?

3 THE COURT: Sure. All approaches are okay.

4 MR. ROSE: Okay. I brought for Your Honor --
5 would you like a book instead of the exhibits?

6 THE COURT: Nothing better than a huge book.

7 MR. ROSE: We may not use all of them, but
8 we'll adjust it later.

9 THE COURT: All right.

10 MR. ROSE: And then I was going to hand the
11 witness the original for the admission into the
12 court file as we go.

13 THE COURT: All right.

14 MR. ROSE: I have a book for Mr. Eliot
15 Bernstein.

16 DIRECT EXAMINATION

17 BY MR. ROSE:

18 Q. Would you state your name for the record?

19 A. Robert Spallina.

20 Q. Did you know Simon and Shirley Bernstein,
21 Mr. Spallina?

22 A. Yes, I did.

23 Q. And when did you first meet Simon and Shirley
24 Bernstein?

25 A. In 2007.

1 Q. What was your occupation at the time?

2 A. I was working as an estate planning attorney.

3 Q. With a law firm?

4 A. Yes.

5 Q. And what was the name of the law firm?

6 A. Tescher, Gutter, Chaves, Rubin, Ruffin and
7 Forman and Fleisher.

8 Q. And did Simon and Shirley Bernstein retain
9 your law firm?

10 A. Yes, they did.

11 Q. I'm going to approach with Exhibit No. 9 --
12 Plaintiff's Exhibit 9. Ask if you'd identify that
13 document?

14 A. This was an intake sheet to open up the file,
15 dated November 16th of 2007.

16 Q. And the clients are Simon and Shirley
17 Bernstein?

18 A. The clients were Simon and Shirley Bernstein,
19 yes.

20 MR. ROSE: I would move Exhibit 9 into
21 evidence, Your Honor.

22 THE COURT: Any objection?

23 [No verbal response]

24 THE COURT: No objection being stated, I'll
25 receive that as Plaintiff's 19.

1 (Plaintiff's Exhibit No. 9 was received into
2 evidence.)

3 BY MR. ROSE:

4 Q. Now, what was the purpose of Simon and Shirley
5 Bernstein retaining your law firm?

6 A. They wanted to review and go over their
7 existing estate planning and make changes to their
8 documents.

9 Q. I'm going to hand you Exhibit No. 10, and ask
10 you if you can identify for the record Exhibit 10.

11 A. These are meeting notes, my meeting notes,
12 and -- and then partner Don Tescher's meeting notes from
13 several different meetings that we had with Si and
14 Shirley during the time following them retaining us as
15 clients.

16 Q. And is it your standard practice to take notes
17 when you're meeting with clients?

18 A. Yes.

19 Q. And were these notes kept in your company's
20 files and were they produced with Bates stamp numbers?

21 A. Yes, they were.

22 MR. ROSE: I would move Exhibit 10 into
23 evidence, Your Honor.

24 THE COURT: Is there any objection to the
25 exhibit?

1 [No verbal response].

2 THE COURT: No objection being stated, they'll
3 be received as Plaintiff's 10.

4 (Plaintiff's Exhibit No. 10 was received into
5 evidence.)

6 BY MR. ROSE:

7 Q. Now, for today's purposes, are those notes in
8 chronological or reverse chronological order?

9 A. This is reverse chronological order.

10 Q. Okay. Can you go to the bottom of the stack
11 and start with the earliest notes. Do they reflect a
12 date?

13 A. Yes. 11/14/07.

14 Q. And if you'd turn to the last page, is that
15 your partner's notes that are in evidence?

16 A. Yes. We both would always take notes at the
17 meetings.

18 Q. And so the first -- was that the first meeting
19 with Mr. Simon or Shirley Bernstein?

20 A. I believe so, yes.

21 Q. Now, before you met with Simon and Shirley
22 Bernstein, did you have any prior relationship with
23 them?

24 A. No, we did not.

25 Q. Did you personally know either of them before

1 that date?

2 A. No, I did not.

3 Q. 11/14/2007. Okay. And if you'd just flip
4 back to the client intake. I think that was dated
5 November the 26th?

6 A. It was two days later, 11/16. The file was
7 opened two days later.

8 Q. So file open.

9 Now, did you know in advance of the meeting
10 what they were coming in to talk about?

11 A. Yeah. They were coming in to talk about their
12 estate planning.

13 Q. And did they provide you in advance of the
14 meeting with any of their prior estate planning
15 documents?

16 A. I believe we had copies of documents. I don't
17 know if they provided them at that meeting or if they
18 provided them before for us to look at, or after, but I
19 know that there were existing documents that were in our
20 file.

21 Q. Okay. Let me approach and hand you
22 Exhibit 40A, which is -- bears Tescher Spallina
23 Number 1.

24 Does that appear to be an envelope from
25 Stephen Greenwald --

1 A. Yes.

2 Q. -- directed to Simon Bernstein?

3 A. Yes, it is.

4 Q. And copy of this was in your files when they
5 were produced?

6 A. Yes.

7 Q. And was Stephen Greenwald the prior lawyer
8 that represented Simon and Shirley Bernstein, as far as
9 you know?

10 A. Yes. Yes, he was.

11 Q. I'm going to hand you Exhibit 40B, which is a
12 letter from Mr. Greenwald to Simon and Shirley
13 Bernstein.

14 Is that also -- is that also provided in your
15 files?

16 A. Yes, sir.

17 Q. Does it bear a Bates stamp of your law firm?

18 A. Yes, it does.

19 Q. Okay. And does Mr. Greenwald, in that letter,
20 disclose what he is sending to Simon --
21 Mr. and Mrs. Simon L. Bernstein?

22 A. Yes, he did. Their estate planning documents,
23 including their ancillary documents, their wills, their
24 trusts, health care powers, durable powers and living
25 wills.

1 Q. And if -- I'll show you 40C, D, E and F, and
2 ask if you can identify these as some of the documents
3 that were included with the letter from Mr. Greenwald?

4 A. We have each of the first codicils to
5 Mr. and Mrs. Bernstein's wills, and we have each of
6 their wills.

7 MR. ROSE: I would move Exhibit 40A through F
8 into evidence, Your Honor.

9 THE COURT: Any objection?

10 [No response.]

11 THE COURT: No objection being stated, I'm
12 going to receive this as Plaintiff's 40A through F.

13 (Plaintiff's Exhibit Nos. 40A-F were received
14 into evidence.) A B C D E F

15 BY MR. ROSE:

16 Q. Within Exhibit 40, is there a will and a --
17 for Simon and a will for Shirley?

18 A. Yes, there is.

19 Q. And could you tell the Court the date of those
20 documents?

21 A. August 15, 2000.

22 THE COURT: Are both documents the same date?

23 THE WITNESS: Yes, they are, Your Honor.

24 THE COURT: All right. Thanks. I just wanted
25 to make sure I don't get confused.

1 BY MR. ROSE:

2 Q. Can you generally describe what the estate
3 plan reflected in Exhibit 40 would be, who are the
4 beneficiaries and what percentages?

5 A. Okay. Just give me a minute. I haven't seen
6 these in...

7 The plan under the documents -- and let me
8 just make sure it's the same under both documents. The
9 plan under the documents was to provide all the assets
10 to the survivor of Shirley and Si, and that at the death
11 of the survivor of the two of them, assets would pass
12 to -- it appears to be Ted, Pam, Eliot, Jill and Sue and
13 Lisa -- and Lisa. So it looks to be a typical estate
14 plan; everything would pass to the survivor at the first
15 death, and then at the second death everything to the
16 children.

17 Q. How many of the children under the 2000
18 documents?

19 A. This shows all five. The will shows all five.

20 Q. What page are you looking at?

21 A. The first page of the will. Is this -- oh,
22 no. That's just as to tangible personal property. I'm
23 sorry.

24 Q. That's okay. Are you on -- are you in Simon's
25 or Shirley's?

1 A. I'm in -- on both documents, to make sure the
2 disposition was the same.

3 Q. Okay. So on the page -- the first page, it
4 talks under --

5 A. It speaks to tangible personal property.

6 Q. Split equally among the five children?

7 A. Among the five children.

8 Q. Let me just stop you one second right there.
9 If you would, turn --

10 MR. ROSE: This might help, Your Honor, if
11 you'd turn to Tab 7. It may be out of order.
12 Might be a good time just to go over the family
13 tree and let -- get everyone on the same page of...

14 We prepared a chart, and I'm going to put
15 the -- it lists Simon and Shirley and the names of
16 their children on the second line, and then under
17 each child with arrows, the names of the
18 grandchildren and which parents they belong to.

19 THE WITNESS: This looks accurate.

20 MR. ROSE: I would move Exhibit 7 into
21 evidence, Your Honor.

22 THE COURT: Any objection?

23 [No response.]

24 THE COURT: No objection being stated, that's
25 in evidence as Plaintiff's 7.

1 (Plaintiff's Exhibit No. 7 was received into
2 evidence.)

3 BY MR. ROSE:

4 Q. So under the 2000 documents, for personal
5 property, it's split among the five children.

6 And when you get to the residuary estate or
7 the amount that was put into trusts, who are the
8 beneficiaries?

9 A. Again, at the death of the survivor of the two
10 of them, tangible personal property would go to the five
11 children, and the residuary of the estate would go to
12 four of the five children. It appears that Pam is cut
13 out of these documents. And I recall that now, yes.

14 Q. Okay. So under the 2000 documents, Eliot
15 Bernstein would get 25 percent of the residuary?

16 A. Correct.

17 Q. Now, if you look at page 5, it talks
18 about -- page 5, near the top, it says "upon the death
19 of my husband," then "the principal of his trust shall
20 pass," and then the next sentence says "to the extent
21 that said power of appointment -- oh, "and such shares
22 equal or unequal and subject to such lawful trust terms
23 and conditions as my husband shall by will appoint."

24 Do you see what I'm talking about?

25 A. Yes, I do.

1 Q. That's a power of appointment?

2 A. Correct.

3 Q. And then it says, the next sentence, To the
4 extent the power of appointment is not effectively
5 exercised, then it goes to the four of the five
6 children?

7 A. Correct.

8 Q. So under the 2000 documents, the survivor
9 would have the power to give it all to one?

10 A. Correct.

11 Q. And theoretically change it and give some to
12 Pam?

13 A. That's true, by the language of this document.

14 Q. Okay. So I'm just going to write. We have a
15 power of appointment, which we don't need to belabor, in
16 favor of the survivor; and then if it's not exercised,
17 Eliot gets 25 percent, and three other siblings get the
18 balance?

19 A. 25 percent each.

20 Q. Okay.

21 A. Equal shares.

22 Q. Now, when Simon and Shirley came to you, did
23 they give you an indication whether they wanted to keep
24 in place the 2000 structure?

25 A. No. They wanted to change the dispositions

1 under their documents.

2 Q. Okay. So if we work through your notes now,
3 which are in evidence as Exhibit No. 10, the first
4 meeting was November the 14th, 2007. You had a
5 discussion about Simon's net worth -- Simon and
6 Shirley's net worth, how much money they had at that
7 time?

8 A. Yes.

9 Q. Okay. I'm going to show you Exhibit No. 12
10 before we --

11 Do you recognize the handwriting on
12 Exhibit 12?

13 A. No.

14 Q. Okay. I believe it's Simon Bernstein's
15 statement of his net worth.

16 But you have seen this document before?

17 A. I don't recall.

18 Q. Okay. And you're not familiar with his
19 handwriting to --

20 A. No. Other than his signature.

21 Q. That's fine.

22 But during the discussion, did you discuss
23 Simon's net worth?

24 A. Yes. Both my partner and I.

25 Q. And if I look at Mr. Tescher's notes, which

1 are a little easier to read, he lists the joint
2 brokerage account, some money for Simon, Simon, a
3 house -- the house appears to have a million dollar
4 mortgage -- a condo, some miscellaneous and some life
5 insurance. And he totals -- that totals to 13 million,
6 and then he lists 5 million for 33 shares of the
7 company.

8 Do you see that?

9 A. Yes, I do.

10 Q. Okay. So if I add up what Mr. Tescher wrote
11 in his notes, I get to about \$18 million.

12 And this is on November the 14th of '07,
13 around 18 million, but that includes life insurance?

14 A. Yes, it does.

15 Q. Okay. Now, did you meet with them -- how long
16 were these meetings with Simon and Shirley Bernstein?

17 A. They could be an hour; sometimes more.

18 Q. Now, if we flip through your notes, does it
19 reflect a second meeting?

20 A. Yes, it does.

21 Q. And what's the date of the second meeting?

22 A. 12/19/07.

23 Q. And do you have any -- I'm sorry. 12/19?

24 A. 12/19/07.

25 Q. Okay. And what's the -- let's just put all

1 the dates up here. That was the second meeting.

2 Are there notes from a third meeting?

3 A. The next meeting was January 31, '08.

4 Q. Okay. Is there a fourth meeting?

5 A. March 12 of '08.

6 Q. Now, just to put this in perspective, the
7 document that we are going to -- well, the document
8 that's been admitted into probate in this case is a will
9 of Shirley Bernstein that bears a date of May 20, 2008.

10 Does that sound consistent with your memory?

11 A. Yeah, it was clearly 2008.

12 MRS. CANDICE BERNSTEIN: Excuse me. Can you
13 turn that so we can see it?

14 THE WITNESS: Sure. Sorry.

15 THE COURT: Ma'am, you are not a party. You
16 are not an attorney. And you are not really
17 supposed to be sitting there. I'm letting you sit
18 there as a courtesy. If you ask for and inject
19 yourself any further in the proceeding than that,
20 I'll have to ask you to be seated in the gallery.
21 Do you understand?

22 MRS. CANDICE BERNSTEIN: Yes, sir.

23 THE COURT: Thank you.

24 BY MR. ROSE:

25 Q. So you have four meetings with Simon and

1 Shirley Bernstein.

2 And did it take that long to go over what they
3 wished to do with their estate planning documents?

4 A. It was more of us, you know, trying to get a
5 handle on everything that they had, the business, prior
6 planning. From the first meeting to the March meeting,
7 it was only a couple of months. The holidays were in
8 there. So it wasn't uncommon for us to meet with a
9 client more than once or twice when they had a
10 sophisticated plan and asset schedule.

11 Q. At this time --

12 A. By the last meeting, we knew what we needed to
13 do.

14 Q. And around this -- based on your notes, did
15 Simon Bernstein believe he had a net worth all in of
16 about 18 million when he met with you?

17 A. Yeah, it appears that way, 18, 19 million
18 dollars.

19 Q. And did he discuss at all with you that he was
20 involved in a business at that time, an insurance
21 business?

22 A. Yes.

23 Q. And did he give you an indication of how well
24 the business was doing at around the times of these
25 meetings between November 2007 and March or May of 2008?

1 A. Yeah, the business was doing well at that
2 time. He was -- he was very optimistic about the future
3 of the business.

4 Q. Now, did you do any -- did you prepare any
5 documents before the will was signed in May? Did you
6 prepare drafts of the documents?

7 A. Yes, we did. We always prepare drafts of
8 documents.

9 Q. And did you share the drafts with Simon and
10 Shirley?

11 A. Yes, we did.

12 Q. Okay. I'm going to hand you Exhibit 11, and
13 ask if you can identify that for the record?

14 A. This is a letter from our firm dated April 19
15 of 2008. It's transmitting the documents to the client,
16 with an explanation that they could follow, better than
17 reading their documents -- a summary of the documents.

18 Q. Is that a true and authentic copy of a
19 document that you created?

20 A. Yes, it appears to be.

21 MR. ROSE: I would move Exhibit 11 into
22 evidence, Your Honor.

23 THE COURT: All right. Any objection?

24 [No response.]

25 THE COURT: All right. Then that's in

1 evidence as Plaintiff's 11.

2 (Plaintiff's Exhibit No. 11 was received into
3 evidence.)

4 BY MR. ROSE:

5 Q. And if I read Exhibit 11, the first three
6 words say, "Enclosed are drafts of each of your wills
7 and revocable trusts, the children's family trust, each
8 of your durable powers of attorney, designations of
9 health care surrogate and living wills," correct?

10 A. Yes.

11 Q. So about a month and 11 days before anything
12 was signed, documents were sent by Federal Express to
13 Simon and Shirley Bernstein?

14 A. Correct.

15 Q. And it appears to have gone to Simon's
16 business?

17 A. Yes.

18 Q. Now, if you look at -- does your -- does your
19 letter, sort of in laymen's terms, rather than reading
20 through the legalese of a will, explain what the estate
21 planning was under the documents that have yet to be
22 signed but that you were preparing?

23 A. Yes, it does, as much as possible in laymen's
24 terms.

25 Q. Can you just give us a short -- well, the will

1 itself for both Simon and Shirley was a relatively
2 simple will that poured over into a revocable trust, one
3 for each?

4 A. Yes, poured over wills for both.

5 Q. And whoever died first would inherent the
6 personal property?

7 A. All tangible personal property under the will
8 would pass to the survivor.

9 Q. So assuming Simon survived Shirley, he would
10 be the sole beneficiary of her estate?

11 A. Correct.

12 Q. And then any of her residuary would go into a
13 trust?

14 A. That's correct.

15 Q. And he, in fact, outlived Shirley?

16 A. He did.

17 Q. Okay. Now, if you go to the second page, at
18 the top, you describe the will of Shirley Bernstein.

19 It's essentially identical to Si -- it says "Si."

20 Just for the record, that's Simon shorthand?

21 A. Yes.

22 Q. Si is the personal representative of Shirley's
23 estate, and Ted is designated as successor if Simon is
24 unable to serve.

25 That was what was in the document you sent in

1 April?

2 A. Yes. I believe so, yes.

3 Q. And that provision remained in the final
4 documents you signed?

5 A. Yes.

6 Q. Now, did Ted eventually become a successor
7 personal representative upon Simon's death?

8 A. Yes, he did.

9 Q. Then you next start to talk about the Simon L.
10 Bernstein trust agreement.

11 And theoretically, that was going to be the
12 primary testamentary document?

13 A. Correct, it was.

14 Q. And that's fairly standard?

15 A. Yes. When a client wants to avoid probate, we
16 use a revocable trust to title assets in prior to death.
17 Those assets remain confidential; they're not part of
18 the court record. And the trust is also used to avoid
19 the need for the appointment of a guardian in the event
20 of incapacity, because there's a successor trustee
21 mechanism.

22 Q. Okay. Now, under Simon's trust agreement,
23 moving down to the third paragraph, under that heading,
24 it says that both trusts provide for mandatory income
25 distributions. And then the next sentence starts, "Upon

1 Shirley's death, she has been given a special power to
2 appoint the remaining assets of both the marital trust
3 and the family trust to any of your lineal descendants
4 and their spouses, a power to redirect and reallocate."

5 Do you see that?

6 A. Yes.

7 Q. Now, is that consistent with the way the
8 documents were intended to be drafted?

9 A. Yes, it is.

10 Q. And I guess it's sort of similar to what
11 existed in the 2000 wills?

12 A. Yes. Typically, you give the survivor of the
13 spouse a power to appoint in the event that they want to
14 change any of the estate planning of the first to die.
15 Found in most first marriage documents with only
16 children from that marriage.

17 Q. And this is a first marriage with all five
18 children being the product of the same marriage --

19 A. Yes.

20 Q. -- as far as you know?

21 A. As far as I know.

22 Q. And as far as you know, Simon and Shirley
23 Bernstein, they each married only once in their
24 lifetime, to each other?

25 A. That's all I know.

1 Q. If you flip to the next page, there's a
2 shorter paragraph for Shirley.

3 It basically says -- it's virtually identical,
4 except that Simon is the initial successor, and after
5 that, Ted would be Simon's replacement if he passed
6 away?

7 A. Correct.

8 Q. And is that the mechanism by which Ted
9 Bernstein became the successor trustee in this lawsuit?

10 A. Yes, it is.

11 Q. Now, if Shirley died first, then did the
12 documents give Simon the same power of appointment over
13 the assets in her trust that was provided for in the
14 Simon document if he died?

15 A. Same power of appointment was in both
16 documents. They were identical documents, with one
17 exception.

18 Q. And what was the exception; the name of the
19 successor trustee?

20 A. The name of the successor trustee.

21 Q. And then Simon wanted his then business
22 partner, Bill Stansbury, to be his successor trustee in
23 both his will and his trust, and Shirley wanted her
24 oldest son, Ted, to be her successor in both documents?

25 A. Correct. The signer, non-survivor.

1 Q. Okay. And Shirley, I guess it says here, also
2 made a specific gift of \$200,000 to someone named
3 Matthew Logan?

4 A. Correct.

5 Q. If you look at our family tree chart, I think
6 Matthew Logan is under Ted.

7 He is the son of Ted's second wife, Deborah?

8 A. Correct.

9 Q. Okay. So there was a \$200,000 special gift to
10 Matthew that was in the documents that you sent on
11 April 9th?

12 A. Correct.

13 Q. Then you prepared family trusts for the
14 children.

15 Were those trusts created at the time?

16 A. Yes, they were.

17 Q. Now, after you sent your letter on April 9th,
18 did you have a further discussion with Simon and Shirley
19 before the documents were signed?

20 A. I can't recall, but we probably -- we probably
21 did, to set up a meeting and talk -- you know, either,
22 A, talk about the documents, the draft documents, any
23 changes that they wanted to make on the draft documents.
24 It would be typical of us to do that, although I don't
25 have any meeting notes that showed that, so...

1 Q. Now, under -- we'll talk -- let's talk about
2 the ones that matter.

3 Because Shirley died first, her 2008 trust
4 became the beneficiary of her estate?

5 A. Correct.

6 Q. And then Simon had a power of appointment,
7 correct?

8 A. Um-hum.

9 Q. And if -- you have to say yes or no.

10 A. Yes.

11 Q. And if he didn't exercise the power of
12 appointment, was there a default set of beneficiaries
13 that were designated in the documents you drafted in
14 2008?

15 A. Yes.

16 Q. And what was the default set of beneficiaries?

17 A. Simon had and Shirley had in their documents
18 excluded Pam and Ted at the death of the survivor of the
19 two of them.

20 Q. Okay. So if the power of appointment was not
21 properly exercised, it would just go to three, and Eliot
22 would end up with 33 and a third percent and two of the
23 other sisters would get the balance?

24 A. That's correct.

25 Q. Did Simon and Shirley eventually execute

1 documents in 2008?

2 A. Yes, they did.

3 Q. I'm going to hand you Exhibit No. 1, which
4 is --

5 A. A copy of Si's will from --

6 Q. Do you have Exhibit 1?

7 A. Excuse me. Sorry. Shirley's will.

8 Q. Is that a conformed copy of the document?

9 A. Yes, it is.

10 MR. ROSE: I would move Exhibit 1 into
11 evidence.

12 THE COURT: Any objection?

13 [No response.]

14 THE COURT: That's in evidence as
15 Plaintiff's 1.

16 (Plaintiff's Exhibit No. 1 was received into
17 evidence.)

18 BY MR. ROSE:

19 Q. Now, that says "conformed copy." If I turn to
20 the last page, there's no handwritten signatures.

21 A. Correct.

22 Q. Do you know where the original of that
23 document sits today?

24 A. It was filed with the court.

25 Q. Okay. So somewhere in the courthouse, the

1 original goes.

2 And that's something that the client would
3 keep?

4 A. Correct. This is what we would send to the
5 client to include with their files.

6 Q. When you filed the original with the court,
7 did anyone object while Simon was alive?

8 A. No.

9 Q. Okay. I'm going to hand you Exhibit No. 2.
10 Do you recognize that document?

11 A. Yes. This is Shirley's trust agreement that
12 she executed in 2008.

13 Q. Now, does that document have copies of her
14 signature?

15 A. Yes. These are actual copies of the signing
16 parties and their signatures.

17 Q. And how many originals would have been created
18 of this document?

19 A. We always created three originals of the trust
20 agreements.

21 Q. Okay. Now, if you turn to the next -- if you
22 turn to the last page, it says that Shirley put a dollar
23 into her trust when it was created.

24 A. Yes.

25 Q. And that's to make it a valid trust?

1 A. Yeah, I mean, it's not required today, but
2 it's pretty much just form to show a dollar. She had
3 certainly funded it more than that.

4 Q. And eventually Shirley put some assets into
5 the trust?

6 A. Yes.

7 Q. Okay. And if you go to the page before that,
8 page 27, it appears to be a signature page, correct?

9 A. Yes.

10 Q. Now, were you one of the witnesses to the
11 signature of Shirley Bernstein on Exhibit 2?

12 A. Yes, I was.

13 Q. And were you present with Shirley Bernstein
14 and the other witness, Traci Kratish, at the time of the
15 execution of the documents?

16 A. Yes, I was.

17 Q. And they're notarized by someone named
18 Kimberly Moran.

19 Does she work for your office?

20 A. Yes, she did.

21 Q. And through her involvement with your firm
22 and -- did she personally know Shirley and Traci
23 Kratish, as well as yourself?

24 A. Yes, she did.

25 Q. Now, at the same time that Shirley signed her

1 documents, did Simon sign a similar set of 2008 will and
2 trust, similar to the drafts that were sent in April?

3 A. Yes, he did. We were all sitting in the main
4 conference area in their offices together.

5 Q. In Simon's office or your office?

6 A. In Simon's offices.

7 Q. Okay. So why would someone from your office
8 come to Simon's office rather than rely on the notary
9 that they have there?

10 A. Because we wanted to accommodate Shirley and
11 Si in their offices and not have them travel.

12 Q. You personally went there. Did you personally
13 go through to make sure that the documents were signed
14 with all the formalities required under Florida law to
15 make them valid and enforceable?

16 A. Yes, we did. That's why we were there.

17 Q. And if Simon did not have a 2008 will
18 and -- sorry.

19 If Simon did not have a 2002 will and trust,
20 would it be your belief that the 2008 will and trust
21 would be valid?

22 A. Yes.

23 Q. Were they properly signed with all the same
24 testamentary formalities required by Florida law?

25 A. Yes, they were.

1 Q. Okay. Did Shirley at some point amend her
2 trust agreement?

3 A. Yes, she did.

4 Q. And do you recall why she amended it?

5 A. She amended it to remove Matt Logan from the
6 document that she had included previously as a specific
7 device.

8 Q. Do you know why Matt was removed?

9 A. It's attorney-client privilege.

10 Does it matter?

11 Q. I'll withdraw the question.

12 Was Matthew removed at the direction of
13 Shirley?

14 A. Yes.

15 Q. I'll withdraw --

16 A. Yes. Yes. Yes.

17 Q. Did Shirley sign a document that effectively
18 removed Matthew?

19 A. Yes, she did.

20 Q. Let me hand you Exhibit No. 3, and ask you if
21 you recognize that document?

22 A. Yes, I do.

23 Q. Now, was this document signed with the same
24 testamentary formalities as the 2008 trust?

25 A. Yes, it was.

1 MR. ROSE: We would move Exhibit 3 into
2 evidence, Your Honor.

3 THE COURT: Any objection?

4 [No response.]

5 THE COURT: All right. That's in evidence as
6 Plaintiff's 3.

7 (Plaintiff's Exhibit No. 3 was received into
8 evidence.)

9 BY MR. ROSE:

10 Q. Now, if you look -- there's a paragraph 1 and
11 a paragraph 3, but no paragraph 2.

12 Do you know why that is?

13 A. It's just a mistake in drafting.

14 Q. And did you specifically discuss with Shirley,
15 whose privilege I technically would control -- my client
16 would control --

17 Did you specifically discuss with Shirley the
18 fact that the effect of the first amendment would be to
19 remove the specific gift that she had made for Matthew
20 Logan?

21 A. Yes. Even prior to the signing of the
22 document.

23 Q. And is this the last relevant testamentary
24 document that Shirley ever signed that you're aware of?

25 A. Yes, it is.

1 Q. Did you meet with Simon and Shirley in person
2 to talk about this amendment?

3 A. Si had called me and said that Shirley had a
4 change to her documents, and asked me to give her a call
5 and have lunch with her. I called her. We arranged for
6 a meeting in her house to execute the document.

7 Q. Now, you brought your -- you brought Kimberly
8 with you to get -- for convenience and to make sure the
9 documents were properly executed?

10 A. Correct. She had -- she had her personal
11 assistant that was there, Rachel Walker, to serve as
12 another witness.

13 Q. Just so I don't have to go back, what's the
14 date of the amendment?

15 A. November 18th, 2008.

16 Q. So now we five documents that exist; 2008,
17 will, trust, will, trust, and an amendment to Shirley's
18 trust.

19 Did you share any of those documents with any
20 of Simon and Shirley's children at that time?

21 A. No, we did not.

22 Q. Did any of the -- did any of the children play
23 any role in bringing Simon or Shirley to your offices?

24 A. Not that I'm aware, no.

25 Q. Did any of the children accompany them



1 to -- any time they came to visit you, did any of the
2 children come with them, drag them along?

3 A. No.

4 Q. So you prepared -- did you do some other
5 estate planning in addition to the 2008 testamentary
6 documents?

7 A. Yes, we did.

8 Q. Can you briefly describe some of the things
9 you did?

10 A. We had set up a Florida limited partnership.
11 We created a general partner entity for that
12 partnership, a limited liability company.

13 Q. What's the name of the Florida limited
14 partnership?

15 A. Bernstein Family Investments, LLLP.

16 Q. Was that an entity that was in existence or
17 was it created under your direction?

18 THE COURT: Can I stop you a second? Is this
19 going to help me figure out the validity of the
20 testamentary documents?

21 MR. ROSE: Only in the very narrowest sense.
22 I'm just trying to establish that they had a very
23 lengthy and extensive relationship, and they did a
24 lot of estate planning for Simon and Shirley. But
25 I'll be very brief.

1 THE COURT: Well, if that becomes relevant
2 later, perhaps you could come back to it. But I
3 don't see the relevance at this point, so I'll ask
4 you to move on.

5 MR. ROSE: Yes, sir.

6 BY MR. ROSE:

7 Q. Now, was Simon concerned at all about asset
8 protection as part of some of the things you discussed?

9 A. Yes, he was.

10 Q. Now, we have -- did you have any discussion
11 with him about who was expected to live longer or if
12 either of them had health problems that you had any
13 knowledge of?

14 A. Si was not -- he was in good health, but he
15 had had some heart issues. And Shirley had had other
16 issues as well. And I think it -- early on, he didn't
17 know, but as the relationship went on, we kind of knew
18 that Shirley was sicker than him and would probably pass
19 first.

20 Q. So Shirley died -- it's in the public
21 record -- but December --

22 A. 2010, yeah.

23 Q. -- 8th. So Simon was her -- he survived her;
24 he becomes the sole beneficiary as far as tangible
25 personal property under her will?

1 A. Yes, he does.

2 Q. The residuary goes into the Shirley Bernstein
3 Trust?

4 A. That's correct.


5 Q. He's the sole successor trustee and the sole
6 beneficiary --

 7 A. Yes, he is.

8 Q. -- during the term of his life?

9 A. Correct.


10 Q. Now, was there a great deal of effort put into
11 inventorying the assets, things like that?

12 A. No, there wasn't. For purposes of opening up
13 Shirley's probate, we had asked Si to estimate the value
14 of, you know, her tangible personal property. And
15 that's what we included on the inventory that was filed
 16 in the probate.

17 Q. Now, if I'm correct, 2010 was the year there
18 were no estate taxes at all?

19 A. No estate taxes.

20 Q. Simon's the sole beneficiary?

21 A. Sole beneficiary. Even if there were taxes,
22 there wouldn't have been any tax on the first death,
23 because everything went to Si, and there was a marital
 24 deduction.

25 Q. While Simon was alive, did Ted have any access

1 to the documents, as far as you know? Did you ever send
2 the testamentary documents of Simon or Shirley to Ted?

3 A. No, we did not.

4 Q. Did Ted play any role in the administration of
5 the estate while Simon was alive?

6 A. No, he did not.

7 Q. Did any of the other children play any role in
8 the administration of the estate while Simon was alive?

9 A. No, they did not.

10 Q. Now, did you have to -- well, strike that.

11 Because it was only Simon, was it sort of the
12 decision by Simon, That I don't want to spend a lot of
13 time and money in this estate because it's just wasting
14 my own money?

15 A. Yes.

16 Q. And that's not unusual in a situation where
17 you have a surviving spouse that's the sole beneficiary?

18 A. Correct.

19 Q. Now, did there come a point in time when Pam,
20 who was not a named beneficiary of the -- Shirley's
21 documents, learned of the fact that she had been
22 excluded?

23 A. Yes, there was.

24 Q. Okay. And did you get involved with
25 discussions with Pam or her lawyer?

1 A. She had hired an attorney, who had made a
2 request to get a copy of her mother's documents. And I
3 called Si, spoke to Si about it, and he authorized me
4 giving Pam those documents -- or her attorney those
5 documents.

6 Q. Were they provided to any of the other
7 children; that would be Ted or his brother, Eliot, or
8 his two sisters, Lisa or Jill?

9 A. No, they were not.

10 Q. And did Simon Bernstein at some point decide
11 to change his testamentary documents?

12 A. Yes, he did.

13 Q. Do you recall approximately when that
14 happened?

15 A. Early 2012, he called and requested that we
16 meet to go over his documents.

17 Q. I'm going to hand you an exhibit marked
18 Exhibit 13, and ask you if you recognize those as your
19 own notes?

20 A. Yes. These are my notes from that meeting in
21 2012.

22 MR. ROSE: I would move Exhibit 13 into
23 evidence, Your Honor.

24 THE COURT: Any objection?

25 [No response.]

1 THE COURT: All right. That's in evidence as
2 Plaintiff's 13 then.

3 (Plaintiff's Exhibit No. 13 was received into
4 evidence.)

5 BY MR. ROSE:

6 Q. Now, during this meeting, did Simon discuss
7 the possibility of altering his estate plan?

8 A. Yes, he did.

9 Q. Did you also go over his current finances?

10 A. Yes, we did.

11 Q. Now, we've seen from 2007 that he had
12 disclosed about \$18 million.

13 As part of the meeting in February of 2012, he
14 gave you sort of a summary of where he stood at that
15 time?

16 A. Yes, he did.

17 Q. And what was the status of the Shirley
18 Bernstein probate administration in early 2012, about
19 13 months after she passed away?

20 A. It was still not closed.

21 Q. Do you know why it was not closed?

22 A. I think that we were still waiting -- I'm not
23 sure that -- we were still waiting on waivers and
24 releases from the children to close the estate, to
25 qualify beneficiaries under the estate if Si were to

1 die. We had to get waivers and releases from them.

2 Q. Standard operating procedure?

3 A. Standard operating procedure.

4 Q. Okay. So Simon here, it says -- it says at
5 the top "SIPC receivable."

6 Do you know what that is?

7 A. Yes, I do. That was -- Si had made an
8 investment in a Stanford product that was purported to
9 be a CD; it was an offshore CD. And when the Stanford
10 debacle hit, I guess he filed a claim with SIPC to get
11 those monies back, because it was supposedly a cash
12 investment.

13 Q. And so he invested in a Ponzi scheme and lost
14 a bunch of money?

15 A. Correct.

16 Q. Some of the 18 million he had in 2007 he lost
17 in the next four and a half years in investing in a
18 Ponzi scheme?

19 A. That's correct.

20 Q. And then the maximum that the SIPC -- which is
21 like the FDIC for investments.

22 You're familiar with that, correct?

23 A. Yes.

24 Q. The maximum is 500,000.

25 You don't actually necessarily recover

1 500,000? You have a receivable, right?

2 A. Yes.

3 Q. Do you know how much he actually realized from
4 the SIPC?

5 A. I believe he never received anything.

6 Q. Okay. And then it said, LIC receivable,
7 \$100,000.

8 Am I reading that correct?

9 A. Yes.

10 Q. And LIC was the company he was involved, with
11 others?

12 A. Yes.

13 Q. Okay. So I put here 600 that he put, but the
14 600 is really probably closer to 100 if you didn't get
15 the SIPC money?

16 A. Correct.

17 Q. So I'm going to just put a little star here
18 and put it's really 100,000, and sort that out.

19 So then he says -- he has -- Si's estate, this
20 would be his personal assets. He's got an interest in
21 the LLLP.

22 That is not relevant to discuss how it was
23 formed, but there was an LLLP that was owned, some by
24 Si's trust, some by Shirley's trust?

25 A. Correct.

1 Q. And at the time, he thought the value was
2 1,150,000 for his share?

3 A. That's correct.

4 MR. BERNSTEIN: Can I object, Your Honor?

5 THE COURT: What's the objection?

6 MR. BERNSTEIN: Relevance.

7 THE COURT: Overruled.

8 MR. BERNSTEIN: Okay.

9 BY MR. ROSE:

10 Q. And then he had an IRA that says 750,000.

11 A. Correct.

12 Q. And those two things totaled 1,550,000?

13 A. No. They totaled one million nine. Right?

14 Q. Okay. You're right.

15 You wrote next to it "estate tax."

16 What does that mean, on the side next to it?

17 A. I think what I had done was offset the value
18 of the assets in his estate by the loans that were
19 outstanding at the time.

20 Q. And it shows a million seven in loans?

21 A. A million seven in loans.

22 Q. So we had loans back in 2008 -- I'm sorry.
23 November of 2007 time period -- or 2008, which were
24 only -- so we have loans now, you said, a million seven?

25 A. Well, he had a \$1.2 million loan with

1 JP Morgan that was collateralized with the assets of the
2 LLLP.

3 Q. And then you list -- just to speed up, then
4 you have -- underneath that, it says Shirley's asset was
5 empty, right? Because whatever was in had gone to
6 Simon?

7 A. Yeah, her estate had nothing in it.

8 Q. She had a Bentley, I think, when she died.
9 Do you know what happened to the Bentley?



10 A. I wasn't aware that she had a Bentley.

11 Q. Did you come to learn that she had a Bentley
12 and Simon gave it to his girlfriend, and she traded it
13 in at the dealership and got a Range Rover?

14 A. Much, much, much later on --

15 Q. But you know --

16 A. -- after Si's death.

17 Q. But you know that to be the case?

18 A. I wasn't aware that it was traded for the
19 Range Rover. I thought he bought her the Range Rover.
20 I didn't realize he used a Bentley to do it.

21 Q. Okay. Somehow you know the Bentley became
22 something for Maritza?

23 A. Yes.

24 Q. That's the name of his girlfriend?

25 A. Yes.

1 Q. Okay. Then it says, in Shirley's trust,
2 condo, one million -- I'm sorry. I should go to the
3 next column. It says "FMV."

4 That would be shorthand for Fair Market Value?

5 A. Yes.

6 Q. So condo, 2 million, which is here; house,
7 3 million; half of the LLLP, which is Shirley's half
8 after -- I assume, after the deduction of the loan, was
9 800,000?

10 A. Um-hum.

11 Q. Then it says "LIC." That's the company Life
12 Insurance Concepts that Mr. -- that Simon, his son Ted,
13 and a gentleman named Bill Stansbury had formally been
14 involved, another attorney, shares by then. Because
15 we're in February of 2012.

16 But, in any event, that's Simon's company?

17 A. Correct.

18 Q. And he told you in 2007 it was worth --
19 Mr. Tescher's -- notes, like -- his interest was worth
20 5 million.

21 What did he tell you it was worth in 2012?

22 A. Zero.

23 Q. Then underneath that -- I put zero here, so
24 zero today.

25 So his net worth -- and then there was a home

1 that he owned for -- that Eliot lives in, right? He
2 didn't really own it, but he controlled it, Simon?

3 A. Yes.

4 Q. Okay. Did you set up the entity that owned
5 the home?

6 A. Yes, I did.

7 Q. Just to save time, there's an entity called
8 Bernstein Family Realty that owns the house.

9 Simon controlled that entity while he was
10 alive?

11 A. Yes, he did.

12 Q. And his estate holds a mortgage on the house
13 for 365,000?

14 A. Correct.

15 Q. So there's some interest there.

16 He didn't put it on his sheet when he talked
17 to you, but that still would have existed in some form,
18 right?

19 A. Yes.

20 Q. And it still exists to this day.

21 We don't know the value of it, but there still
22 is a mortgage, right?

23 A. Yes.

24 Q. Okay. But either way, the point of this whole
25 story is, his net worth went down significantly between

1 2007 and 2012?

2 A. Yes, it did.

3 Q. And in your world, that's not uncommon, with
4 the stock market crash, the depression, things like
5 that, that a lot of clients with high net worth would
6 have suffered losses during that time?

7 A. Many, many of them did. And even the values
8 that are on this sheet were not the real values.

9 Q. We know that the --

10 A. Clients have a tendency to overstate their net
11 worth.

12 Q. All right. And we know the Ocean Drive house
13 sold for about a million four?

14 A. Correct.

15 Q. And the Court -- there's an order that
16 approved the sale, the gross sale price of a million one
17 for St. Andrews?

18 A. Correct.

19 Q. Okay. So that's still -- that's less than
20 half, even then, Simon thought he would get.

21 Now, if you look at the bottom of the
22 Exhibit No. 13, it says a word, begins with an "I." I
23 can't really read it.

24 Can you read that?

25 A. Insurance.

1 Q. Well, did you have some discussions with Simon
2 about his insurance?

3 A. Yes, we did.

4 Q. In fact, I think -- Mr. Spallina, we talked
5 about he had -- I'm sorry.

6 Mr. Tescher's notes had a \$2 million life
7 insurance?

8 A. Correct.

9 Q. Okay. Is this the same life insurance?

10 A. Yes, it is.

11 Q. And was there a discussion about -- I guess it
12 says 1 million --

13 That's one million seven-fifty?

14 A. A million 75 -- yeah, one million seven-fifty
15 was the value of the policy.

16 Q. And the death benefit was a million six?

17 A. Million six. There was a small loan or
18 something against the policy.

19 Q. Okay. And then it says "Maritza."

20 What was Maritza down there for?

21 A. Si was considering changing -- the purpose of
22 the meeting was to meet, discuss his assets. And he
23 was, you know, having a lot of, I guess, internal -- he
24 had received another letter from his daughter -- he
25 asked me to read the letter from Pam -- that she still

1 was not happy about the fact that she had been
2 disinherited under her mother's documents if the assets
3 were to pass under the documents and he didn't exercise
4 his power of appointment. And this meeting was to kind
5 of figure out a way, with the assets that he had, to
6 take care of everybody; the grandchildren, the children,
7 and Maritza.

8 And so he thought maybe that he would change
9 the beneficiary designation on his life insurance to
10 include her. And we had talked about providing for her,
11 depending on -- an amount -- an increasing scale,
12 depending on the number of years that he was with her.

13 Q. So if you look at the bottom, it says 0 to
14 2 years, 250.

15 Is that what you're referring to?

16 A. Yes. Two to four years, 500,000. And then
17 anything over plus-four years would be -- I think that's
18 600,000.

19 Q. Now, during this discussion, was Simon
20 mentally sharp and aware of what was going on?

21 A. Oh, yeah. Yeah, he was -- he was the same
22 Simon. He was just -- you know, he was struggling with
23 his estate now. He was getting -- he felt -- I guess he
24 was getting pulled. He had a girlfriend that wanted
25 something. He had his daughter who, you know, felt like

1 she had been slighted. And he wanted to try to make
2 good by everybody.

3 Q. And at that point in time, other than the
4 house that he had bought that Eliot lived in, were you
5 aware that he was supporting Eliot with a very
6 significant amount of money each year?

 7 A. I was not.

8 MR. BERNSTEIN: Object to the relevance.

9 THE COURT: Overruled.

10 BY MR. ROSE:

11 Q. Okay. So that's February.

12 A. Yes.

13 Q. What happens next in relation to Simon coming
14 in to meet with you to talk about changing his
15 documents?

16 A. He had called me on the phone and he -- we
17 talked again about, you know, him changing his
18 documents. He had been thinking about giving his estate
19 and Shirley's estate to his grandchildren. And at the
20 February meeting, I did not think it was a great idea
21 for him to include his girlfriend, Maritza, as a
22 beneficiary of the life insurance policy.

23 Q. He took your advice? He didn't change that,
24 as far as you know?

25 A. He did not.

1 Q. Okay. I'm sorry. Continue.

2 A. He did not.

3 I had suggested that he provide for her in
4 other ways; a joint account that would pass to her at
5 his death, but not to mix her in with his family in
6 their dispositive documents. And he ultimately took
7 that advice and decided that he wanted to give his
8 estate to his ten grandchildren, and that the policy --
9 which I had never seen a copy of the policy, but, you
10 know -- he had had. And I knew that he was paying for
11 it, because -- it almost lapsed, or did lapse at one
12 point, and it got reinstated -- that that policy was to
13 pass to an insurance trust that named his five children
14 as beneficiaries.

15 Q. And that's something Simon specifically
16 discussed with you when you were going over his estate
17 planning in 2012?

18 A. Correct -- or something that we had known
19 about before that meeting. But he was -- at the
20 meeting, he was starting to talk about doing a change to
21 the beneficiary designation to include Maritza, and I
22 wanted to talk him out of that.

23 Q. And at some point, he made a decision to
24 actually change his documents, correct?

25 A. He did. He did.

1 Q. And did he direct you to set up any kind of a
2 communication with his children?

3 A. Yes. He said, I want you to get -- put
4 together a conference call with me and you and my five
5 children so I can talk to them about what I want to do
6 with my estate and Shirley's estate.

7 THE COURT: All right. This would be a good
8 time for us to take a pause for a morning break.
9 We'll be in session again in 10 minutes.

10 As far as time use goes, so far Plaintiff's
11 side has used 60 minutes. So you have 90 remaining
12 in your portion of the day. And that's where we
13 stand.

14 MR. ROSE: We'll be well within our time, sir.

15 THE COURT: Great. Okay.

16 We'll be in recess for ten minutes. Is ten
17 minutes enough time for everybody? That's what
18 it'll be then.

19 (A break was taken.)

20 THE COURT: We're ready to proceed. Please
21 continue.

22 MR. ROSE: Thank you.

23 BY MR. ROSE:

24 Q. I think we were when Shirley died in December
25 of 2010, and you meet with Si, according to

1 Plaintiff's 13, on February 1st of 2012.

2 I think by May of 2012 was when this
3 conference call that you mentioned was?

4 A. Yes, it was.

5 Q. Okay. And did the five children attend the
6 conference call?

7 A. Yes, they all did.

8 Q. Were you present on the call?

9 A. Yes, I was.

10 Q. Was Simon present?

11 A. Yes, he was.

12 Q. Where was Simon physically during the call?

13 A. His office -- I believe his office.

14 Q. Were you in the same room as Simon?

15 A. No, I was not.

16 Q. You were in your office?

17 A. I was in my office.

18 Q. Okay. Generally, what was discussed during
19 this conference call?

20 A. Simon wanted to talk to his children about
21 providing for his estate and his wife's estate to go to
22 the ten grandchildren; wanted to have a discussion with
23 his children and see what they thought about that.

24 Q. And was he asking them for their approval or
25 permission or...

1 A. Well, I think he wanted to see what they all
2 thought, you know, based on things that had happened in
3 the past and documents that had been created in the
4 past. And I don't know that it was going to sway his
5 opinion, but when he told me, you know, to -- you know,
6 to have the conference call, to contact his -- he said,
7 This is what I'm going to do, so...

8 Q. During the call, did Simon ask his children if
9 anybody had an objection to him leaving his and
10 Shirley's wealth to the ten grandchildren?

11 A. Yes. He asked what everybody thought.

12 Q. Did Eliot respond?

13 A. Yes, he did.

14 Q. What did he say?

15 A. I'm paraphrasing, but he said something to the
16 effect of, Dad, you know, whatever you want to do,
17 whatever makes you happy, that's what's important.

18 Q. Did you also discuss during that call the need
19 to close Shirley's estate?

20 A. Yes, we did. We had told Si that we needed to
21 get back the waivers of accounting, the releases, and we
22 asked -- he asked them to get those back to us as soon
23 as possible.

24 Q. Okay. If I hand you Exhibit 14, it appears to
25 be an email from Eliot Bernstein to you addressing the

1 waiver that he needed to sign?

2 A. Yes, it is.

3 MR. ROSE: I move Exhibit 14 into evidence.

4 THE COURT: Any objection?

5 [No response.]

6 THE COURT: All right. That's in evidence
7 then as Plaintiff's 14.

8 (Plaintiff's Exhibit No. 14 was received into
9 evidence.)

10 MR. ROSE: As a matter of housekeeping, Your
11 Honor, I think I might have failed to move in
12 Exhibit 2, which is Shirley Bernstein's 2008 trust
13 agreement, which I would move, to the extent it's
14 not in evidence, 1, 2 and 3, which are the
15 operative documents Mr. Spallina's already
16 testified about.

17 THE COURT: Any objection?

18 MR. BERNSTEIN: What was that? I'm sorry.

19 THE COURT: Is there any objection to
20 Plaintiff's 1, which is the will of Shirley
21 Bernstein, Plaintiff's 2, which is the Shirley
22 Bernstein Trust Agreement, and Plaintiff's 3, which
23 is the First Amendment to the Shirley Bernstein
24 Trust Agreement?

25 MR. BERNSTEIN: No.

1 THE COURT: All right. Those are all in
2 evidence then as Plaintiff's 1, 2 and 3.

3 (Plaintiff's Exhibit No. 2 was received into
4 evidence.)

5 BY MR. ROSE:

6 Q. Okay. This email is dated May -- May 17,
7 2012, from Eliot, correct?

8 A. Yes, it is.

9 Q. This would have been after the conference
10 call?

11 A. This, I believe, was after the conference
12 call, yep.

13 Q. And he says he's attached the waiver
14 accounting and portions of petition for discharge,
15 waiver of service for a petition for discharge, and
16 receipt of beneficiary and consent to discharge that he
17 had signed.

18 Did you receive those from Eliot?

19 A. Yes, I did. We received -- that was the first
20 waivers that we received.

21 Q. Then it says "as I mentioned in the phone
22 call."

23 Did you have any separate phone calls with
24 Eliot Bernstein, you and he, or is he referring to the
25 conference call?

1 A. I think he's referring to the conference call.

2 Q. Okay. I have not yet -- "I have not seen any
3 of the underlying estate documents or my mother's will
4 at this point, yet I signed this document after our
5 family call so that my father can be released of his
6 duties as personal representative and put whatever
7 matters that were causing him stress to rest."

8 Do you see that?

9 A. Yes, I do.

10 Q. Now, while Simon was alive, did you ever get
11 authorization to share the testamentary documents with
12 Eliot Bernstein?

13 A. I did not.

14 Q. Now, after the call and after the discussion
15 with the siblings, did you prepare a draft of -- of new
16 documents for Simon?

17 A. Yes, I did.

18 Q. I'm going to hand you Exhibit 15; ask if
19 that's a letter that you sent to Simon Bernstein
20 enclosing some new drafts?

21 A. Yes, it is.

22 Q. Now, what's the date of that?

23 A. May 24th, 2012.

24 Q. And what's -- what is the summary -- well,
25 strike that.

1 You sent this letter to Simon Bernstein?

2 A. Yes, I did.

3 Q. By FedEx to his home?

4 A. Yes, I did.

5 MR. ROSE: I would move Exhibit 15 in
6 evidence.

7 THE COURT: Any objection?

8 [No response.]

9 THE COURT: All right. That's in evidence as
10 Plaintiff's 15.

11 (Plaintiff's Exhibit No. 15 was received into
12 evidence.)

13 BY MR. ROSE:

14 Q. Okay. So then first page says, "Dear Si, we
15 have prepared drafts of a new will and an amended and
16 restated trust agreement."

17 Are those the 2012 documents that were his
18 final ones?

19 A. Yes, they are.

20 Q. Okay. Then you sort of do the same thing you
21 did in 2008; you give a little summary of what the
22 estate plan is.

23 "Your amended and restated trust provides that
24 on your death, your assets will be divided among and
25 held in separate trusts for your then living

1 grandchildren," correct? I was reading paragraph -- the
2 middle paragraph.

3 A. Yes, I see that. Yes.

4 Q. I actually skipped the part above, which is
5 probably more important, which says -- in the middle of
6 the first paragraph, it says, "In addition, you have
7 exercised the special power of appointment granted to
8 you under Shirley's trust agreement in favor of your
9 grandchildren who survive you."

10 Do you see that?

11 A. Yes.

12 Q. Okay. And so that was Simon's intent as
13 discussed on the conference call?

14 A. Yes, it was.

15 Q. Do you know if you made any changes to these
16 draft documents from May 24th until the day they were
17 signed?

18 A. I don't believe so. If I did, it was for
19 grammar or something else. The dispositive plan that
20 was laid out in this memo was ultimately the subject of
21 the documents that he executed in July.

22 Q. I'm going to hand you Exhibit 16, which is a
23 durable power of attorney.

24 If you flip to Exhibit 16, the last page, does
25 it bear a signature of Simon Bernstein?

1 A. Yes, it does.

2 Q. And it indicates you were a witness to the
3 signature?

4 A. Yes.

5 Q. Along with Kimberly Moran, who is someone from
6 your office?

7 A. Correct.

8 Q. And someone named Lindsay Baxley notarized the
9 documents?

10 A. Yes, she did.

11 Q. Do you know who Lindsay Baxley was?

12 A. Lindsay Baxley worked in Ted and Si's office.

13 Q. She was like a secretary?

14 A. Assistant to Ted, I believe, maybe.

15 Q. Okay. And if you look at --

16 MR. ROSE: Well, first of all, I'll move
17 Exhibit 16 into evidence.

18 THE COURT: Any objection?

19 [No response.]

20 THE COURT: No objection made, then I'll
21 receive this as Plaintiff's 16.

22 (Plaintiff's Exhibit No. 16 was received into
23 evidence.)

24 BY MR. ROSE:

25 Q. If you look at the last page where the notary

1 block is there, it says "personally known" with an
2 underline, or "produced identification" with an
3 underline. And she's checked the box "personally
4 known" -- or she's checked the line.

5 Do you see that?

6 A. Yes.

7 Q. So do you believe that -- did you know Lindsay
8 Baxley by that point in time?

9 A. Yes, I did.

10 Q. And you believe -- she obviously knew Simon,
11 she knew Kim Moran from other dealings between your
12 offices?

13 A. Yes.

14 Q. Okay. And did you all sign this durable power
15 of attorney with testamentary formalities?

16 A. Yes, we did.

17 Q. And what's the date of that?

18 A. July 25, 2012.

19 Q. I'm going to approach with Exhibit 4, and ask
20 you if you recognize Exhibit 4?

21 A. Yes, I do.

22 Q. Okay. And what is Exhibit 4?

23 A. This is Si's new will that he executed in
24 2012, on July 25th, the same day as that durable power
25 of attorney.

1 Q. Now, were you present when Simon executed his
2 new will, which is Exhibit 4?

3 A. Yes, I was.

4 Q. If you turn to the last page --

5 Well, actually, if you turn to the first page,
6 does it say "copy" and bear a clerk's stamp?

7 A. It does.

8 Q. Okay.

9 MR. ROSE: I would represent to the Court that
10 I went to the clerk's office -- unlike with
11 Shirley's will, I went to the clerk's office and
12 obtained a -- like, a copy made by the clerk of the
13 document itself, rather than have the typewritten
14 conformed copy.

15 MR. BERNSTEIN: Can I object to that?

16 THE COURT: What's the objection?

17 MR. BERNSTEIN: Is he making a statement? I'm
18 not sure --

19 THE COURT: You're asking me a question. I
20 don't know.

21 MR. BERNSTEIN: I'm objecting. Is that a
22 statement?

23 THE COURT: The objection is? What are you
24 objecting to?

25 MR. BERNSTEIN: With the statement being

1 from --

2 THE COURT: Okay. That was a statement by
3 somebody who's not a sworn witness, so I'll sustain
4 the objection.

5 MR. BERNSTEIN: And the chain of custody of
6 the document, I'm just trying to clarify that.
7 Okay.

8 THE COURT: The objection was to the
9 statement. I've sustained the objection.

10 Next question, please.

11 BY MR. ROSE:

12 Q. Unlike the trust, how many originals of a will
13 do you have the client sign?

14 A. There's only one.

15 Q. And then you give the client the one with the
16 typewritten -- you call it conformed copy?

17 A. We conform the copy of the will.

18 Q. And after Simon died, was your law firm
19 counsel for the personal representative of the Estate of
20 Simon Bernstein?

21 A. Yes, we were.

22 Q. Did you file the original will with the court?

23 A. Yes, we did.

24 Q. Is it your belief that the original of this
25 document is somewhere in the Palm Beach County Court

1 system with the clerk's office?

2 A. Yes, I do.

3 MR. ROSE: I'd move Exhibit 4 in evidence,
4 Your Honor.

5 THE COURT: All right. Any objection?

6 [No response.]

7 MR. BERNSTEIN: No objection stated, I'll
8 receive this as Plaintiff's 4.

9 (Plaintiff's Exhibit No. 4 was received into
10 evidence.)

11 BY MR. ROSE:

12 Q. Now, if you turn to the next to the last page
13 of Exhibit --

14 A. Yes.

15 Q. -- Exhibit 4, you'll see it bears a signature
16 of Simon Bernstein and two witnesses, yourself and
17 Kimberly Moran, who all assert that you signed in the
18 presence of each other?

19 A. Yes.

20 Q. And then in the next page, it has what would
21 be a self-proving affidavit?

22 A. Correct.

23 Q. Now, if you look at the signature block where
24 the notary signed, where it says "who is personally
25 known to me," it doesn't seem to have a check box there.

1 It just says "who is personally known to me or who has
2 produced [blank] as identification," right?

3 A. Correct.

4 Q. Is this the same person who notarized the
5 exhibit we just put in evidence, Exhibit 15, the durable
6 power of attorney -- 16, the durable power of attorney?

7 A. Yes.

8 Q. Okay. And again, with regard to
9 Exhibit 4 -- strike that.

10 Do you recall where you signed Exhibit 4?

11 A. Yes.

12 Q. In whose office?

13 A. This was also done in Si's office.

14 Q. Okay. So you took -- you went personally
15 again, along with Kim Moran, as your practice, to make
16 sure that the documents were signed properly; true?

17 A. Correct.

18 Q. And that's important because, if the documents
19 aren't properly signed, they might not be valid and
20 enforceable?

21 A. That's correct.

22 Q. And I'm going to hand you Exhibit 5. This is
23 the Simon L. Bernstein Amended and Restated Trust
24 Agreement.

25 Was that signed the same day, at the same

1 time, with the same procedures?

2 A. Yes, it was.

3 Q. And would this have been signed with three
4 originals?

5 A. Yes, it would be.

6 MR. ROSE: I would move Exhibit 5 into
7 evidence, Your Honor.

8 THE COURT: Any objection?

9 [No response.]

10 THE COURT: All right. That's in evidence as
11 Plaintiff's 5.

12 (Plaintiff's Exhibit No. 5 was received into
13 evidence.)

14 BY MR. ROSE:

15 Q. Now, we looked at the history when you did the
16 first set of documents. In the second set, you started
17 in February through July.

18 Did you have a number of telephone conferences
19 with Simon during that time?

20 A. Yes, we did.

21 Q. And at least a couple of face-to-face
22 meetings?

23 A. Yes, we did.

24 Q. Did at any time Simon give you any indication
25 that he was not fully mentally sharp and aware and

1 acting of his own volition?

2 A. Nope. He was Si that we had known since 2007.

3 Q. I'll close with Exhibit 17. This is a letter
4 you sent to Simon Bernstein, enclosing a copy of his
5 conformed will for him.

6 A. Yes, it is.

7 Q. And it's dated the 26th, the day after he
8 signed the documents?

9 A. Correct.

10 Q. And did you also leave him with two of the
11 originals of his trust?

12 A. Yes, we did.

13 MR. ROSE: I move -- did I move 17 in? Or I
14 will move it in.

15 THE COURT: Number 7, is it?

16 MR. ROSE: Seventeen, sir.

17 THE COURT: Oh, I'm sorry.

18 Any objection?

19 [No response.]

20 THE COURT: All right. Then that's in
21 evidence as Plaintiff's 17.

22 (Plaintiff's Exhibit No. 17 was received into
23 evidence.)

24 BY MR. ROSE:

25 Q. Now, Simon passed away on September 13, 2012.

1 Does that sound right?

2 A. Yes, it does.

3 Q. I have Exhibit 18 as his death certificate.

4 MR. ROSE: I'll just move 18 into evidence.

5 THE COURT: Any objection?

6 [No response.]

7 THE COURT: All right. That's in evidence as
8 Plaintiff's 18.

9 (Plaintiff's Exhibit No. 18 was received into
10 evidence.)

11 BY MR. ROSE:

12 Q. So that's the death certificate for Simon
13 Bernstein.

14 Did you have any further discussions or
15 meetings with Simon after he signed the will and trust
16 in 2012 and before he died?

17 A. Not that I recall, no.

18 Q. And you filed a notice of administration,
19 opened an asset, published it in the Palm Beach Daily
20 Review, did what you had to do?

21 A. Yes, we did.

22 Q. And you and Mr. Tescher were the personal
23 representatives of the estate?

24 A. Yes, we were.

25 Q. And you and Mr. Tescher became the successor

1 trustees of Simon's amended trust after he passed away?

2 A. Yes, we did.

3 Q. I guess while he was still alive, he was still
4 the sole trustee of his trust, which was revocable
5 still?

6 A. Correct.

7 Q. And then upon his death, at some point, did
8 Ted Bernstein become aware that he was going to become
9 the successor trustee to the Shirley trust?

10 A. Yes. We had a meeting with Ted.

11 Q. And that was the first time he learned about
12 the contents of her trust, as far as you know?

13 A. Correct.

14 Q. Initially, did anybody object to the documents
15 or the fact that the beneficiaries were supposed to be
16 the 10 grandchildren?

17 A. No.

18 Q. When was there first some kind of an objection
19 or a complaint?

20 A. I can't recall exactly when it happened.

21 Q. Okay. Did you at some point get a letter from
22 a lawyer at the Tripp Scott firm?

23 A. Yes, we did.

24 Q. Okay. I think she was asking you about
25 something called the status of something called I View

1 It Company? Do you recall that?

2 A. Vaguely.

3 Q. Did you know what the Iviewit company was
4 before you received a letter from the Tripp Scott
5 lawyer?

6 A. I'm not sure. I'm not sure. I know today. I
7 can't tell if I'm answering because I know about it
8 today or if I knew about it at that time.

9 Q. Okay. And did -- was she asking for some
10 documents from you?

11 A. Is this Ms. Yates?

12 Q. Yes.

13 A. Yes.

14 Q. And did you provide her with certain
15 documents?

16 A. She had asked for copies of all of Shirley's
17 and Si's estate planning documents.

18 Q. And did you provide her with all of the
19 documents?

20 A. Yes, we did.

21 Q. Was one of the documents that you provided her
22 not an accurate copy of what Shirley had executed during
23 her lifetime?

24 A. That is true.

25 Q. Okay. And I guess I'll hand you Exhibit 6,

1 and this -- is Exhibit 6 a document that is not a
2 genuine and valid testamentary document of Shirley
3 Bernstein?

4 A. That's correct.

5 Q. Can you explain to the Court why Exhibit 6 was
6 prepared and the circumstances?

7 A. It was prepared to carry out the intent of
8 Mr. Bernstein in the meeting that he had had with his
9 five children, and perhaps a vague -- or a layman -- a
10 layman can make a mistake reading Shirley's documents
11 and not understand who the intended beneficiaries were
12 or what powers I had. So this document was created.

13 Q. Is it your belief that under the terms of
14 Shirley's document from -- the ones she actually signed,
15 that Simon had the power to appoint the funds to the ten
16 grandchildren?

17 A. Yes. We -- we prepared the documents that
18 way, and our planning transmittal letter to him
19 reflected that.

20 Q. And this document is, I think you said, to
21 explain it to a layperson in simpler fashion?

22 A. It was created so that the person that, you
23 know, didn't read estate planning documents and prepare
24 estate planning documents for a living -- you know,
25 there was no intent to cut out Pam and Ted's children,

1 basically.

2 Q. Now, did you ever file this exhibit in the
3 courthouse?

4 A. No, we did not.

5 Q. Did you ever use it for any purpose?

6 A. No, we did not.

7 Q. Was it at one point provided to Eliot's
8 counsel?

9 A. Yes, it was.

10 Q. Now, the fact -- putting aside this document,
11 were any of the other documents that we're talking about
12 in any way altered or changed from the ones that were
13 signed by Shirley or Simon?

14 A. No, they were not.

15 Q. Now, after these issues came to light, did
16 Mr. Eliot Bernstein begin to attack you through the
17 internet and through blogging and things like that?

18 A. He was doing that long before this document
19 came to light.

20 Q. Okay. What was Eliot doing?

21 A. His first thing that he did was -- with
22 respect to the courts, was to file an emergency petition
23 to freeze assets and after his brother as successor
24 trustee of his mother's trust had sold the condo.

25 MR. BERNSTEIN: Your Honor, can I object to

1 this line of questioning for relevance to validity?

2 THE COURT: What's the line of questioning
3 you're talking about?

4 MR. BERNSTEIN: The slander defamation going
5 on about me with, you know, what I do and --

6 THE COURT: Well, I wasn't aware there's a
7 line of questioning going on. There is a question.
8 You've objected to it.

9 MR. BERNSTEIN: Yes.

10 THE COURT: What's the objection to that
11 question?

12 MR. BERNSTEIN: The relevancy to a validity
13 hearing.

14 THE COURT: Okay. Can I have the court
15 reporter read the question back?

16 (A portion of the record was read by the
17 reporter.)

18 THE COURT: What is the relevance of whether
19 this guy's posting on Facebook that's negative or
20 not?

21 MR. ROSE: Well, a couple of things, but,
22 primarily, we're just trying to determine whether
23 these documents are valid.

24 THE COURT: Right.

25 MR. ROSE: And he is the only one who's saying

1 they're not valid, so I want to give some
2 explanation as to why he's saying they're not
3 valid, as opposed to --

4 THE COURT: I don't care why he's saying
5 they're valid or invalid. I'll wait to see what
6 the facts are. So I'll sustain the objection.

7 MR. ROSE: That's fine.

8 BY MR. ROSE:

9 Q. Did Simon Bernstein make any special
10 arrangements, other than -- strike that.

11 Did Simon or Shirley make any special
12 arrangements, other than the testamentary documents that
13 are admitted into evidence, for special benefits for
14 Eliot Bernstein and his family?

15 A. No, they did not.

16 Q. Any special education trusts, other than
17 the -- these five documents? And I believe there was
18 some shares of stock that were put in trust for all ten
19 grandchildren, right?

20 A. There was no special arrangements made other
21 than the estate planning documents.

22 Q. After Simon died, did Eliot claim to you that
23 Simon was supposed to have made some special
24 arrangements for him?

25 MR. BERNSTEIN: Object to the relevancy again.

1 THE COURT: Overruled.

2 THE WITNESS: Yes, he did.

3 BY MR. ROSE:

4 Q. Did he ever give you an indication how much
5 money he thought he was going to inherit when his
6 father died, or his children would inherit when his
7 father died?

8 A. Through his subsequent attorney, yes, he did.

9 Q. And how much money did he indicate he thought
10 there should be?

11 A. I heard a number from one of his attorneys of
12 40- to a \$100 million.

13 Q. Are you aware of any assets that Simon
14 Bernstein had other than what he disclosed to you at the
15 two times that we've looked at in 2007 and again in
16 February of 2012?

17 A. No, I am not.

18 MR. ROSE: No further questions, Your Honor.

19 THE COURT: All right. Thanks.

20 Is there any cross?

21 MR. BERNSTEIN: Yes.

22 MR. MORRISSEY: Judge, I have questions as
23 well.

24 THE COURT: Okay. Well, then, let me have the
25 direct finished. That way, all the

1 cross-examination can take place without
2 interruption. So everybody make sure you're
3 fitting within the Plaintiff's side of the room's
4 time limitations. We'll strictly obey those.

5 CROSS (ROBERT SPALLINA)

6 BY MR. MORRISSEY:

7 Q. Good afternoon, Mr. Spallina. My name's John
8 Morrissey. I represent four of the adult grandchildren
9 of Simon Bernstein.

10 And since we're here today about validity, I'm
11 just going to go over, and try to be very brief,
12 concerning the execution of these documents and your
13 knowledge about the execution.

14 Exhibit 1, which has been entered as the will
15 of Shirley Bernstein, I'd ask you to direct your
16 attention to that document. And I'm looking here at
17 page 7. I ask that you turn to page 7 of Exhibit 1.

18 Were you a witness of this document, this will
19 that was executed by Shirley Bernstein on May 20th of
20 2008?

21 A. Yes, I was.

22 Q. And was Diana Banks the other witness?

23 A. Yes, she was.

24 Q. And did you and Diana witness Mrs. Bernstein's
25 execution of this document?

1 A. Yes, we did.

2 Q. You were present during her execution?

3 A. Yes, we were.

4 Q. And was she present during your execution of
5 this document as a witness?

6 A. Yes, she was.

7 Q. And was she, Shirley Bernstein, present during
8 Diana Banks' execution of this document?

9 A. Yes, she was.

10 Q. Okay. And I'm again focused on this
11 Exhibit No. 1, this will of Shirley Bernstein dated
12 May 20th of 2008.

13 Is it your opinion that at the time Shirley
14 Bernstein executed this document she understood
15 generally the nature and extent of her property?

16 A. Yes, she did.

17 Q. Okay. And at the time Shirley Bernstein
18 executed Exhibit 1, did she have a general understanding
19 of those who would be the natural objects of her bounty?

20 A. Yes, she did.

21 Q. Okay. And at the time she -- Shirley
22 Bernstein executed Exhibit 1, did she have a general
23 understanding of the practical effect of this will?

24 A. I believe she did.

25 Q. Okay. And in your opinion, was Shirley

1 Bernstein unduly influenced by any beneficiary of
2 Exhibit 1 in connection with its execution?

3 A. Not to my knowledge.

4 Q. Okay. And do you have any knowledge of any
5 beneficiary or anyone actively procuring Exhibit 1?

6 A. No, I do not.

7 Q. Okay. Moving on to Exhibit 2, which is
8 Shirley Bernstein's trust executed on the same date,
9 that is May 20th of 2008, I'll direct your attention to
10 page 27 of Exhibit No. 2. And it appears that Shirley
11 Bernstein executed that document on May 20th of 2008.
12 And the witnesses were yourself and Traci -- I can't
13 read her last name.

14 A. Traci Kratish.

15 Q. Okay. Did Shirley Bernstein execute
16 Exhibit No. 2 in the presence of both you and Traci
17 Kratish?

18 A. Yes, she did.

19 Q. Okay. And did you execute Exhibit No. 2 in
20 the presence of Shirley Bernstein and Traci Kratish?

21 A. Yes, I did.

22 Q. Okay. And did Traci Kratish execute
23 Exhibit No. 2 in your presence and Shirley Bernstein's
24 presence?

25 A. Yes, she did.

1 Q. Okay. And at the time Shirley Bernstein
2 executed Exhibit No. 2, which is her 2008 trust, is it
3 your opinion that she had a general understanding of the
4 nature and extent of her property?

5 A. Yes, she did.

6 Q. Okay. And at the time that Shirley Bernstein
7 executed Exhibit No. 2, is it your opinion that she
8 understood generally the relationship of those who
9 would -- were the natural objects of her bounty?

10 A. Yes.

11 Q. Okay. And at the time Shirley Bernstein
12 executed Exhibit No. 2, is it your opinion that she
13 generally understood the practical effect of this
14 document?

15 A. I believe she did.

16 Q. Okay. And did you have any belief that
17 Shirley Bernstein was unduly influenced in connection
18 with -- by any beneficiary in connection with her
19 execution of Exhibit No. 2?

20 A. Not to my knowledge.

21 Q. Okay. And do you know or have any information
22 about any beneficiary or anyone else actively procuring
23 Exhibit No. 2?

24 A. I do not.

25 Q. Okay. And with respect -- now we'll move on

1 to Exhibit No. 3, which is the first amendment of
2 Shirley Bernstein's trust, executed on November 18th of
3 2008. And I'll direct your attention on that Exhibit 3
4 to Page No. 2. And on Page No. 2 --

5 Well, let me ask this question. Did Shirley
6 Bernstein execute Exhibit No. 3 in the presence of both
7 you and Rachel Walker?

8 A. Yes, she did.

9 Q. Okay. And did you execute Exhibit No. 3 in
10 the presence of Shirley Bernstein and Rachel Walker?

11 A. Yes, I did.

12 Q. And did Rachel Walker execute this document,
13 Exhibit No. 3, in the presence of Shirley Bernstein and
14 yourself?

15 A. Yes, she did.

16 Q. Okay. And at the time Exhibit No. 3 was
17 executed, is it your opinion that Ms. Bernstein
18 understood generally the nature and extent of her
19 property?

20 A. Yes, I believe so.

21 Q. And is it your opinion that at the time
22 Shirley Bernstein executed Exhibit No. 3, she generally
23 understood the relationship of those who would be the
24 natural objects of her bounty?

25 A. Yes, I believe so.

1 Q. Okay. And at the time Shirley Bernstein
2 executed Exhibit No. 3, is it your opinion that she
3 generally understood the practical effect of this trust
4 amendment?

5 A. Yes, I believe so.

6 Q. Okay. And do you have any knowledge or
7 information about any beneficiary or any other person
8 unduly influencing Shirley Bernstein to execute
9 Exhibit No. 3?

10 A. I do not.

11 Q. Okay. And do you have any knowledge or
12 information about any person, beneficiary or otherwise,
13 actively procuring Exhibit No. 3?

14 A. I do not.

15 Q. Okay. Moving on to Exhibit No. 4 then, which
16 is the will of Simon Bernstein, and that is a will that
17 Mr. Bernstein executed on July -- yes, July 25 of 2012.
18 And let me direct your attention to page 7 of that will,
19 Exhibit No. 4.

20 And did Simon Bernstein execute this document
21 in the presence of you and Kimberly Moran on July 25,
22 2012?

23 A. Yes, he did.

24 Q. And did you execute this document,
25 Exhibit No. 4, as a witness in the presence of Simon

1 Bernstein and Kimberly Moran on that date?

2 A. Yes, I did.

3 Q. And did Kimberly Moran execute Exhibit No. 4
4 as a witness in the presence of Simon Bernstein and
5 yourself?

6 A. Yes, she did.

7 Q. Okay. And on this date -- or at the time of
8 execution on this date of July 25, 2012, did Simon
9 Bernstein understand in a general way the nature and
10 extent of his property?

11 A. Yes, he did.

12 Q. Okay. At the time that Exhibit No. 4 was
13 executed, did Simon Bernstein generally understand the
14 relationship of those who would be the natural objects
15 of his bounty?

16 A. Yes, he did.

17 Q. And at the time Exhibit No. 4 was executed,
18 did -- in your opinion, did Simon Bernstein understand
19 the practical effect of this will?

20 A. Yes, he did.

21 Q. Okay. And do you have any knowledge or
22 information about any person, whether beneficiary or
23 otherwise, actively procuring this Exhibit No. 4?

24 A. No, I do not.

25 Q. Do you have any information about any person,

1 beneficiary or otherwise, unduly influencing Simon
2 Bernstein to execute Exhibit No. 4?

3 A. I do not.

4 Q. Okay. And moving on to the last document
5 then, Exhibit No. 5, which is the Simon Bernstein
6 Amended and Restated Trust Agreement, and I'll direct
7 your attention to page 24 of that Exhibit No. 5.

8 On July 25, 2012, did Simon Bernstein execute
9 this trust agreement in the presence of you and Kimberly
10 Moran?

11 A. Yes, he did.

12 Q. And did you execute this trust, Exhibit No. 5,
13 as a witness in front of Simon Bernstein and Kimberly
14 Moran?

15 A. I did.

16 Q. And did Kimberly Moran execute Exhibit No. 5
17 as a witness in front of Simon Bernstein and yourself?

18 A. She did.

19 Q. Okay. And at the time Simon Bernstein
20 executed Exhibit No. 5, in your opinion, did he
21 generally understand the nature and extent of his
22 property?

23 A. He did.

24 Q. And at the time Exhibit No. 5 was executed,
25 did Simon Bernstein, in your opinion, generally

1 understand the relationship of those who would be the
2 natural objects of his bounty?

3 A. He did.

4 Q. And did Simon Bernstein, when Exhibit No. 5
5 was executed, understand generally the practical effect
6 of this trust agreement?

7 A. Yes, he did.

8 Q. And at the time Exhibit No. 5 was executed, do
9 you have any knowledge about any person, whether
10 beneficiary or otherwise, unduly influencing
11 Mr. Bernstein, Simon Bernstein, to execute this
12 Exhibit No. 5?

13 A. Nothing that I'm aware of.

14 Q. Okay. And do you have any knowledge or
15 information about any person, whether beneficiary or
16 otherwise, actively procuring Exhibit No. 5?

17 A. I do not.

18 MR. MORRISSEY: I have no further questions,
19 Judge.

20 THE COURT: All right. Thanks.

21 Now, is there any cross? You're not required
22 to ask any questions, but you just need to let me
23 know if you're going to.

24 MR. BERNSTEIN: Oh, are you asking me? I had
25 no idea.

1 THE COURT: I'm not asking you. I'm just
2 telling you, if you have questions for the witness,
3 this is your opportunity to ask them; if you don't
4 have any questions, you don't have to ask any. But
5 if you're going to, you have to start now.

6 CROSS (ROBERT SPALLINA)

7 BY MR. BERNSTEIN:

8 Q. Mr. Spallina, you were called today to provide
9 some expert testimony, correct, on the --

10 A. No, I was not.

11 Q. Oh, okay. You're just going based on your
12 doing the work as Simon Bernstein's attorney and Shirley
13 Bernstein's attorney?

14 A. Yes.

15 Q. Okay. Are you still an attorney today?

16 A. I am not practicing.

17 Q. Can you give us the circumstances regarding
18 that?

19 A. I withdrew from my firm.

20 Q. Are you under a consent order with the SEC?

21 MR. ROSE: Objection. Relevance.

22 THE COURT: Sustained.

23 BY MR. BERNSTEIN:

24 Q. Did you sign a consent order for insider
25 trading --

1 A. Yes, I did.

2 Q. -- with the SEC?

3 You did. Can you give us the circumstances of
4 your consent order?

5 MR. ROSE: Objection. Relevance.

6 THE COURT: That won't be relevant. Please
7 move on to the next question.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

 10 Q. Were you -- did you plead to a felony crime?

11 MR. ROSE: Objection. Relevance.

12 THE COURT: Overruled.

13 MR. BERNSTEIN: Well, it's relevant as to --

14 THE COURT: I didn't ask for argument.

15 MR. BERNSTEIN: Well, what did you say?

16 THE COURT: I didn't ask for argument. I
17 sustained the objection -- no, I sustained the last
18 objection. This one I'm overruling.

19 You can answer.

20 MR. BERNSTEIN: I can't ask him if he's a
21 felon?

22 THE COURT: You're asking the wrong guy.

23 MR. BERNSTEIN: Okay. Are --

24 THE COURT: The witness is -- you asked the
25 question.

1 BY MR. BERNSTEIN:

2 Q. Are you a convicted felony?

3 THE COURT: Let's back up a second.

4 MR. BERNSTEIN: Yes, sir.

5 THE COURT: When you're asking for a ruling,
6 and I make one, then we're going to have the
7 witness answer.

8 MR. BERNSTEIN: Okay.

9 THE COURT: I made my ruling. I'm letting the
10 witness answer your earlier question, unless you're
11 withdrawing it. Are you withdrawing your earlier
12 question?

13 MR. BERNSTEIN: No.

14 THE COURT: You can answer the question, which
15 is, did you plead to a felony?

16 MR. BERNSTEIN: Sorry, sir.

17 THE WITNESS: I have not.

18 THE COURT: Okay. Next question.

19 BY MR. BERNSTEIN:

20 Q. Have you pled guilty to a misdemeanor?

21 A. I have not.

22 Q. Were you involved in a insider trading case?

23 MR. ROSE: Objection. Relevance.

24 THE COURT: Sustained. Next question.

25 MR. BERNSTEIN: Does that mean he doesn't have

1 to answer that?

2 THE COURT: How many times have you been in
3 court?

4 MR. BERNSTEIN: Just a few where I've had to
5 do this.

6 THE COURT: You know how this works.

7 MR. BERNSTEIN: I really don't.

8 THE COURT: All right. If I sustain an
9 objection, that's means he does not answer the
10 question.

11 MR. BERNSTEIN: Okay. And overruled?

12 THE COURT: If I overrule an objection, that
13 means the witness does answer the question.

14 MR. BERNSTEIN: Okay.

15 THE COURT: And I've asked you to ask your
16 next question.

17 MR. BERNSTEIN: Okay.

18 BY MR. BERNSTEIN:

19 Q. Is that your picture on the Florida Law
20 Review, SEC case settled against Florida attorneys?

21 MR. ROSE: Objection. Relevance.

22 THE COURT: Sustained.

23 Do you have any questions on the issues that I
24 have to decide in this case?

25 MR. BERNSTEIN: Well, his testimony is based

1 on his truthfulness.

2 THE COURT: My question is, do you have any
3 questions you want to ask about the issues relevant
4 to this case?

5 MR. BERNSTEIN: Yes. This is relevant to this
6 case.

7 THE COURT: I disagree.

8 MR. BERNSTEIN: Oh, okay.

9 THE COURT: I thought I made that very clear
10 in my ruling. You probably want to move on to a
11 relevant issue.

12 MR. BERNSTEIN: Okay.

13 BY MR. BERNSTEIN:

14 Q. Mr. Spallina, have you been in discussion with
15 the Palm Beach County Sheriff's Office regarding the
16 Bernstein matters?

17 MR. ROSE: Objection. Relevance.

18 THE COURT: Overruled.

19 You can answer that.

20 THE WITNESS: Yes, I have.

21 BY MR. BERNSTEIN:

22 Q. And did you state to them that you
23 fraudulently altered a Shirley trust document and then
24 sent it through the mail to Christine Yates?

25  A. Yes, I did.

1 Q. Have you been charged with that by the Palm
2 Beach County Sheriff yet?

3 A. No, I have not.

4 Q. Okay. How many times were you interviewed by
5 the Palm Beach County Sheriff?

6 MR. ROSE: Objection. Relevance.

7 THE COURT: Sustained.

8 BY MR. BERNSTEIN:

9 Q. Did you mail a fraudulently signed document to
10 Christine Yates, the attorney for Eliot Bernstein's
11 minor children?

12 MR. ROSE: Objection. Relevance.

13 THE COURT: Overruled.



14 THE WITNESS: Yes.

15 BY MR. BERNSTEIN:

16 Q. And when did you acknowledge that to the
17 courts or anybody else? When's the first time you came
18 about and acknowledged that you had committed a fraud?

19 A. I don't know that I did do that.

20 Q. Well, you just said you went to the Palm Beach
21 County Sheriff and admitted altering a document and put
22 it in the mail.

23 THE COURT: Let me stop you there. If you
24 want to ask the witness questions, you're permitted
25 to do that. If you would like to argue with the

1 witness, that's not -- do you have any questions
2 you want to ask?

3 MR. BERNSTEIN: Yes.

4 BY MR. BERNSTEIN:

5 Q. So you sent a fraudulent document to Eli
6 Bernstein's minor children's counsel.

7 Can you tell us what that document did to
8 affect the dispositive Shirley trust document?

9 A. It has no effect.

10 Q. What was its intended effect of altering the
11 document?

12 A. To carry out your father's wishes in the
13 agreement that he had made with the five of you for a
14 layperson that would be reading the documents.

15 Q. You were carrying out his wishes by
16 fraudulently altering a document?

17 MR. ROSE: Objection.

18 THE COURT: Sustained.

19 That's argumentative. I don't want you to
20 argue with the witness. That's an argument.

21 MR. BERNSTEIN: Okay.

22 BY MR. BERNSTEIN:

23 Q. Did the fraudulently altered document change
24 the beneficiaries that were listed in Shirley's trust?

25 A. They did not.

1 Q. Who are the beneficiaries of Shirley's trust?

2 A. It depends on -- under the trust instrument,
3 in the absence of Si exercising his power of
4 appointment, it would be yourself and your two sisters,
5 Lisa and Jill.

6 Q. Oh. So the only beneficiaries in Shirley's
7 trust are me, Lisa and Jill.

8 Is that directly or through a family trust?

9 A. Your father had established -- your parents
10 had established family trusts for the three of you to
11 receive assets from the trust.

12 Q. Okay. So in that document that you sent to
13 Christine Yates, did you include Ted and Pam's lineal
14 descendants under the amendment that you fraudulently
15 drafted and sent to her?

16 MR. ROSE: Objection. Argumentative.

17 THE COURT: Sustained.

18 BY MR. BERNSTEIN:

19 Q. Did in any way the document that you
20 fraudulently altered and sent to Yates change the
21 beneficiaries from Eliot, Lisa and Jill and their lineal
22 descendants to anybody else?

23 THE COURT: May I ask a question?

24 MR. BERNSTEIN: Yes, sir.

25 THE COURT: This document that you're



1 referring to, is anybody asking me to probate that
2 document?

3 MR. BERNSTEIN: Well, it's part of the estate
4 plan. It's part --

5 THE COURT: Is anybody seeking relief, either
6 you or the other side, under that document?

7 MR. BERNSTEIN: Yeah. They're seeking to
8 change the beneficiaries of my mom's trust through
9 that document and others.

10 THE COURT: You're misperceiving my question.

11 MR. BERNSTEIN: Oh, okay. Sorry.

12 THE COURT: That document, which
13 is -- nobody's put it in evidence; I don't know
14 what it is, but it's -- that thing that you're
15 asking the witness about, is somebody seeking
16 relief based upon that document?


17 MR. ROSE: Absolutely not. The opposite.

18 THE COURT: All right. Are you seeking relief
19 based upon that document?

20 MR. BERNSTEIN: Yeah. Oh, absolutely.

21 THE COURT: All right. Are you claiming that
22 that document is subject to probate?

23 MR. BERNSTEIN: Yeah.

 24 THE COURT: Is the lady who's giving you
25 advice your attorney?

1 MR. BERNSTEIN: No.

2 THE COURT: Ma'am, are you admitted to the bar
3 in Florida? Remember what I told you earlier.
4 I've let you sit there as a courtesy. Generally, I
5 don't let wives or friends or anybody else sit at
6 the table where the parties are because it confuses
7 me. But you're giving that guy advice and you're
8 also not listening to me, which I find odd, because
9 I'm going to have you move you back to the gallery
10 now. Please have a seat in the gallery. Please
11 have a seat in the gallery. Please have a seat in
12 the gallery. Soon. When courtesy is not returned,
13 courtesy is withdrawn. Please have a seat in the
14 gallery. Thank you.

15 Do you have any other questions of the
16 witness?

17 MR. BERNSTEIN: Can I submit this as evidence
18 to the Court?

19 THE COURT: Is that the document you've been
20 asking the witness about?

21 MR. BERNSTEIN: Yeah.

22 THE COURT: All right. Any objection to it
23 being received as an exhibit?

24 MR. ROSE: I don't have any objection to it
25 being received as an exhibit. But as Your Honor

1 noted, we aren't seeking to probate it, and we're
2 not suggesting it's valid in the first place.

3 THE COURT: All right. Well, let me see what
4 that document is, so then I'll see if I can make
5 some sense out of it.

6 You can't -- Gary's always afraid that if
7 somebody's not a member of the bar, they might do
8 something bad to me. Officers of the court aren't
9 allowed to do things bad to the judge. Other folks
10 don't know that. And so Gary watches out carefully
11 for my well-being.

12 MR. BERNSTEIN: Gotcha.

13 THE COURT: Okay. So this is a document
14 that's titled "First Amendment to Shirley Bernstein
15 Trust Agreement."

16 MR. BERNSTEIN: Correct.

17 THE COURT: And it's in the book that I've
18 been given earlier by the plaintiff as Tab 6.
19 You're seeking to put it into evidence as
20 Defendant's 1?

21 MR. BERNSTEIN: Okay.

22 THE COURT: Right?

23 MR. BERNSTEIN: Sure. Yes, sir.

24 THE COURT: You're offering it as an exhibit?

25 MR. BERNSTEIN: No, Evidence 1.

1 THE COURT: The objection to it is that it's
2 not relevant?

3 MR. ROSE: Not relevant. Right, relevance.
4 And it's also not something we're seeking to be
5 probated or treated as authentic and genuine.

6 THE COURT: Well, the other side is seeking to
7 use the terms of this document instead of the terms
8 of the amendment that's in evidence, right?

9 MR. ROSE: I don't believe that's what he's
10 doing.

11 THE COURT: I'm not sure what he's doing, but
12 in an abundance of caution, I'm going to receive it
13 for what relevance it might have. I don't perceive
14 any yet, but we'll see what happens.

15 So this is Defendant 1.

16 (Defendant's Exhibit No. 1 was received into
17 evidence.)

18 THE COURT: Any other questions of the
19 witness?

20 MR. BERNSTEIN: Sure.

21 BY MR. BERNSTEIN:

22 Q. You've testified here about Kimberly Moran.
23 Can you describe your relationship with her?

24 A. She's been our long-time assistant in the
25 office.

1 Q. Was she convicted of felony fraudulent
2 notarization in the Estate of Shirley Bernstein?

3 MR. ROSE: Objection. Relevance.

4 THE COURT: Overruled.

5 You're asking if she was convicted of a felony
6 with respect to the Estate of Shirley Bernstein?


7 You can answer the question.

8 MR. BERNSTEIN: Correct.

 9 THE WITNESS: I believe she was.


10 BY MR. BERNSTEIN:

11 Q. And what was she convicted for?

12 A. She had notarized the waiver releases of
13 accounting that you and your siblings had previously
 14 provided, and we filed those with the court.

15 Q. We filed those with the court.

16 Your law firm submitted fraudulent documents
17 to the court?

 18 A. No. We filed -- we filed your original
19 documents with the court that were not notarized, and
20 the court had sent them back.

21 Q. And then what happened?

22 A. And then Kimberly forged the signatures and
23 notarized those signatures and sent them back.


24 Judge Colon has a rule in his court to have
25 those documents notarized, even though that's not the

1 requirement under the Florida Probate Code.

2 Q. So when you didn't follow the rule, you
3 frauded [sic] and forged the document?

4 MR. ROSE: Objection. Argumentative.

5 THE COURT: Sustained.

 6 THE WITNESS: I had nothing to do with that.

7 THE COURT: You've got to stop a second.

8 MR. BERNSTEIN: Yes, sir.

9 THE COURT: If you continue to argue with the
10 witness, then I'll assume you don't have any more
11 questions. I sustained that last objection to
12 argumentative.

13 MR. BERNSTEIN: I'm a little confused --

14 THE COURT: I'm sorry about your confusion,
15 but there are ways you could have dealt with that
16 before this trial. If you are confused during the
17 trial, you better get unconfused as quickly as you
18 can because bad things will happen. And I don't
19 want bad things to happen. I want to get the facts
20 so that I can accurately decide the case on its
21 merits.

22 Stop arguing, ask questions, let the witness
23 answer, and listen to any rulings that I make on
24 the objections. That's the last time I'll repeat
25 that advice to you. Thank you.

1 BY MR. BERNSTEIN:

2 Q. What law firm submitted those documents to the
3 court?

4 A. Tescher & Spallina, P.A.

5 Q. Are you a partner in that firm?

6 A. I was.

7 Q. So your firm that you were a partner with sent
8 in documents that were fraudulent to the court?

9 MR. ROSE: Objection. Cumulative.

10 THE COURT: Sustained.

11 BY MR. BERNSTEIN:

12 Q. Did Tescher & Spallina law firm submit
13 Kimberly Moran's forged and fraudulent document waivers
14 to the court?

15 MR. ROSE: Objection. Cumulative.

16 THE COURT: He already said he did.

17 MR. BERNSTEIN: What is that?

18 THE COURT: Cumulative means you've already
19 had that answer given.

20 MR. BERNSTEIN: No, I didn't have that.

21 THE COURT: He's already said that he did.

22 MR. BERNSTEIN: I'm asking if they deposited
23 them with the court.

24 THE COURT: And he said they didn't.

25 MR. BERNSTEIN: Well, I asked him, and he

1 said --

2 THE COURT: I won't argue with you. Do you
3 want to go on to the next item or not?

4 MR. BERNSTEIN: Oh, okay, I do.

5 THE COURT: Okay. Next question, please.

6 BY MR. BERNSTEIN:

7 Q. Did your office -- did you submit documents to
8 close the estate of Shirley with Simon as the personal
9 representative at a time Simon was dead?

10 A. We did.

11 Q. You did? Excuse me? I didn't hear an answer.

12 A. I said yes.

13 Q. So Shirley's estate was closed by a dead
14 personal representative.

15 Can you give me the time that the estate was
16 closed by Simon while he was dead?

17 MR. ROSE: Objection. Argumentative.

18 THE COURT: Overruled.

19 You can answer.

20 THE WITNESS: I believe it was October,
21 November 2012.

22 BY MR. BERNSTEIN:

23 Q. Do you want to check your records on that?

24 A. I believe it was after his death. I know he
25 died September 13, 2012. And we had received late from

1 one of your sisters the signed waiver. So it was
2 probably in November, somewhere around there.

3 Q. You stated that Simon -- that Kimberly did
4 five waivers for the siblings that she sent back in
5 fraudulently to the court through your law firm.

6 Did she also do a fraudulent forged signature
7 of a waiver for Simon?

8 A. I'm not sure. I guess if you're saying she
9 did --

10 Q. Well, the court has on file a waiver of
11 Simon's that she's admitted to.

12 A. We filed all of the waivers originally with
13 the court all signed by the appropriate parties, and the
14 court kicked those back. And she forged and notarized
15 new documents and sent them to the court. She felt she
16 had made a mistake.

17 Q. Okay. Are you aware of an April 9th full
18 waiver that was allegedly signed by Simon and you?

19 A. Yeah. That was the waiver that he had signed.
20 And then in the May meeting, we discussed the five of
21 you, all the children, getting back the waivers of the
22 accountings.

23 Q. Okay. And in that April 9th full waiver you
24 used to close my mother's estate, does Simon state that
25 he has all the waivers from all of the parties?



1 A. He does. We sent out -- he signed that, and
2 we sent out the waivers to all of you.

3 Q. Okay. So on April 9th of 2012, Simon signed,
4 with your presence, because your signature's on the
5 document, a document stating he had all the waivers in
6 his possession from all of his children.

7 Had you sent the waivers out yet as of
8 April 9th?



9 THE COURT: What is it that you want the
10 witness to answer? There was several questions.

11 MR. BERNSTEIN: Oh, compounded a little bit?

12 THE COURT: Yes.

13 MR. BERNSTEIN: Sorry.

14 THE COURT: So you even --

15 MR. BERNSTEIN: I'll kick that back.

16 THE COURT: So you even know the lingo of the
17 objections.

18 MR. BERNSTEIN: I'll kick that back to one at
19 a time, because it's an important point.

20 BY MR. BERNSTEIN:

21 Q. April 9th, 2012, you have a signed full waiver
22 of Simon's that says that he is in possession of all of
23 the signed waivers of all of the parties?



24 A. Standard operating procedure, to have him
25 sign, and then to send out the documents to the kids.

1 Q. Was Simon in possession -- because it's a
2 sworn statement of Simon saying, I have possession of
3 these waivers of my children on today, April 9th,
4 correct, the day you two signed that?

5 Okay. So if you hadn't sent out the waivers
6 yet to the --

7 A. I'm not certain when the waivers were sent
8 out.

9 Q. Were they sent out after the --

10 A. I did not send them out.

11 Q. Okay. More importantly, when did you receive
12 those? Was it before April 9th or on April 9th?

13 A. We didn't receive the first one until May.
14 And it was your waiver that we received.

15 Q. So how did you allow Simon, as his attorney,
16 to sign a sworn statement saying he had possession of
17 all of the waivers in April if you didn't get mine 'til
18 May?

19 MR. ROSE: Objection. I think it's relevance
20 and cumulative. He's already answered.

21 THE COURT: What's the relevance?

22 MR. BERNSTEIN: Oh, this is very relevant.

23 THE COURT: What is the relevance on the issue
24 that I have to rule on today?

25 MR. BERNSTEIN: On the validity? Well, it's

1 relevant. If any of these documents are relevant,
2 this is important if it's a fraud.

3 THE COURT: I'll sustain the objection.

4 MR. BERNSTEIN: Okay. Can I -- okay.

5 BY MR. BERNSTEIN:

6 Q. When did you get -- did you get back prior to
7 Simon's death all the waivers from all the children?

8 A. No, we did not.

9 Q. So in Simon's April 9th document where he
10 says, he, Simon, on April 9th has all the waivers from
11 his children while he's alive, and you didn't even get
12 one 'til after he passed from one of his children, how
13 could that be a true statement?

14 MR. ROSE: Objection. Relevance. Cumulative.

15 THE COURT: Sustained.

16 Here's what I'm going to decide at the end of
17 the day; I'm going to decide whether Shirley's 2008
18 will and trust and 2008 amendment are valid and
19 enforceable. I'm going to decide whether Simon's
20 2012 will and 2012 trust documents are valid and
21 enforceable. You have a lot more on your mind than
22 I have on mine. You do. Right? But those are the
23 things that I'm working on. So I'm focused like a
24 laser and you're focused more like a shotgun. I'm
25 telling you this so that you can focus more tightly

1 on the questions you're asking and the facts you're
2 developing so they'll help me make an accurate
3 decision on those things that I'm going to decide
4 today. You can keep asking questions that don't go
5 anywhere, but I would hope that you'll adjust your
6 approach so that you'll help me make an accurate
7 decision.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

10 Q. And on validity, let's just get right to that
11 real quick. You've testified to a lot of documents here
12 today, correct, of the estate documents you drafted,
13 correct?

14 A. Yes, I did.

15 Q. Did you gain any pecuniary interest, did you
16 gain any titles in those documents?

17 A. Pecuniary interest? No. I was named by your
18 father as personal representative and trustee of his
19 trust.

20 Q. And so you executed -- you drafted the
21 documents, you signed them as a witness, and you gained
22 interest in the documents, correct?

23 A. No, I did not.

24 Q. You didn't gain interest as a trustee --

25 MR. ROSE: Objection.

1 BY MR. BERNSTEIN:

2 Q. -- or a personal representative of those
3 documents?

4 MR. ROSE: Objection. Cumulative. Asked and
5 answered.

6 THE COURT: Overruled.

7 THE WITNESS: I was named as his personal
8 representative and trustee, along with my partner.

9 BY MR. BERNSTEIN:

10 Q. Did you witness the document?

11 A. I did.

12 Q. Did you draft the document?

13 A. I did.

14 Q. Okay. You mentioned there was Kimberly Moran
15 there at the signing of these documents, correct?

16 A. She was.

17 Q. Okay. Can you point her out, because I'm
18 going to need her to testify as to the validity?

19 A. I do not see her in the courtroom.

20 Q. Okay. You mentioned a Traci Kratish. Can you
21 point her out in the courtroom today to validate the
22 documents?

23 A. I don't see Traci in the room either.

24 Q. So she was another witness that is not here
25 present to validate the documents today? Well, it's

1 awful -- okay.

2 Is Kimberly Moran here who notarized the
3 documents.

4 MR. ROSE: Objection. Cumulative. Asked that
5 a minute ago.

6 MR. BERNSTEIN: I didn't -- did I? Was it
7 Moran --

8 THE COURT: No, I thought it was some other
9 name.

10 MR. BERNSTEIN: So did I.

11 THE COURT: Is Kimberly here?

12 THE WITNESS: She's not.

13 THE COURT: Okay. Next question.

14 BY MR. BERNSTEIN:

15 Q. Okay. Being a former estate planning
16 attorney. To validate a document, wouldn't you have the
17 parties who witnessed and notarized and signed present?

18 MR. ROSE: Objection. Relevance.

19 Misstates --

20 THE COURT: Sustained.

21 BY MR. BERNSTEIN:


22 Q. Is it necessary to validate documents with the
23 necessary notaries and witnesses present?

24 MR. ROSE: Objection. Calls for a legal
25 conclusion.

1 THE COURT: Well, I'm the one that's going
2 make that decision. I don't care what the witness
3 says about the law.

4 MR. BERNSTEIN: I gotcha. Okay.

5 THE COURT: So this would be a good time for
6 us to take a pause. We're not making headway.

 7 You ever here of cavitation when it comes to
8 boat propellers?

9 MR. BERNSTEIN: No.

10 THE COURT: Okay. I don't know a lot about
11 the physics of it, but a boat goes forward based on
12 a propeller spinning in the water. And it happens
13 sometimes in racing boats, maybe other boats too,
14 that you get the propeller going so fast or you do
15 something so much with the propeller that it
16 cavitates, which means that it's not actually
17 pushing in the water. It's making a lot of noise.
18 It's spinning like crazy. It's furiously working,
19 but it's not propelling the boat forward. I want
20 to suggest to you that you've hit a point of
21 cavitation. So this would be a good time for us to
22 take our lunch break so that when we get back we'll
23 go forward with this ship that is our trial.

24 MR. BERNSTEIN: How long?

25 THE COURT: It'll be until 1:30.

1 MR. BERNSTEIN: Okay.

2 THE COURT: That'll give everybody a time to
3 revive, if necessary, and we'll reconstitute
4 ourselves at 1:30. Thanks.

5 (A break was taken.)

6 (Proceedings continued in Volume 2.)

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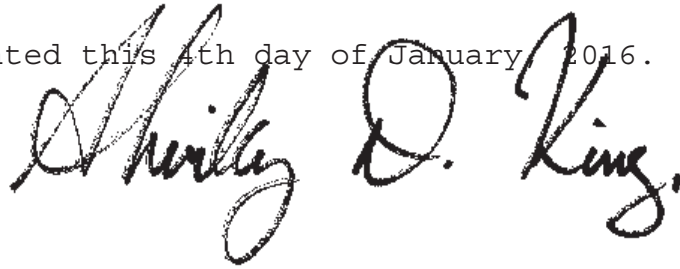
C E R T I F I C A T E

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Shirley D. King, Registered Professional Reporter, State of Florida at large, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 4th day of January 2016.



Shirley D. King, RPR, FPR

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1 IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
2 IN AND FOR PALM BEACH COUNTY, FLORIDA
3 CASE No. 502014CP003698XXXXNB

4 TED BERNSTEIN,

5 Plaintiff,

6 -vs-

7 DONALD R. TESCHER, ELIOT IVAN BERNSTEIN,
8 LISA SUE FRIEDSTEIN, JILL MARLA IANTONI, et al.,

9 Defendants.

10 TRIAL BEFORE THE HONORABLE
11 JOHN L. PHILLIPS
12 VOLUME 2 PAGES 117 - 260

13 Tuesday, December 15, 2015
14 North County Courthouse
15 Palm Beach Gardens, Florida 33410
16 9:43 a.m. - 4:48 p.m.

17 Reported By:
18 Shirley D. King, RPR, FPR
19 Notary Public, State of Florida
20 West Palm Beach Office Job #1358198- VOL 2
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24
25

1 APPEARANCES:

2 On behalf of the Plaintiff:

3 ALAN ROSE, ESQUIRE
4 GREGORY WEISS, ESQUIRE
5 MRACHEK FITZGERALD ROSE KONOPKA
6 THOMAS & WEISS, P.A.
7 505 South Flagler Drive, Suite 600
8 West Palm Beach, Florida 33401
9 Phone: 561.655.2250
10 E-mail: Arose@mrachek-law.com

11 On behalf of the Defendant:

12 ELIOT IVAN BERNSTEIN, PRO SE, ESQUIRE
13 2753 NW 34th Street
14 Boca Raton, Florida 33434
15 Phone: 561.245.8588
16 E-mail: Iviewit@iviewit.tv

17 On behalf of Molly Simon, Alexandra, Eric & Michael
18 Bernstein:

19 JOHN P. MORRISSEY, ESQUIRE
20 LAW OFFICE OF JOHN P. MORRISSEY, P.A.
21 330 Clematis Street
22 Suite 213
23 West Palm Beach, Florida
24 Phone: 561.833.0866
25 E-mail: John@jmorrisseylaw.com

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P R O C E E D I N G S

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THE COURT: We're ready to resume. Our witness is still under oath.

Is there any further cross-examination?

MR. BERNSTEIN: Yes.

THE COURT: Okay.

CROSS (ROBERT SPALLINA) (Cont'd)

BY MR. BERNSTEIN:

Q. Mr. Spallina, just to clarify --

MR. ROSE: Your Honor, can he just stand at the podium?

THE COURT: Okay. Well, use the podium. Your microphone will help explain your questions. But you can walk up there. If you need to show the witness a document or something, that's fine.

MR. BERNSTEIN: Okay.

BY MR. BERNSTEIN:

Q. Did you -- are you a member of the Florida Bar?

A. Yes, I am.

Q. Currently?

A. Yes, I am.

Q. Okay. You said before you surrendered your

1 license.

2 A. I said I withdrew from my firm. It wasn't
3 that I was not practicing.

4 Q. Okay. In the chain of custody of these
5 documents, you stated that there were three copies made?

6 A. Yes.

7 Q. Do you have those three original trust copies
8 here?

9 A. I do not.

10 MR. BERNSTEIN: Does anybody?

11 THE COURT: Do you have any other questions of
12 the witness?

13 MR. BERNSTEIN: Yeah. I wanted to ask him
14 some questions on the original documents.

15 THE COURT: Okay. Keep going.

16 BY MR. BERNSTEIN:

17 Q. Okay. So the original documents aren't in the
18 court?

19 A. I don't have them.

20 Q. Your firm is not in possession of any of the
21 original documents?

22 A. I'm not sure. I'm not at the firm anymore.

23 Q. When you left the firm, were there documents
24 still at the firm?

25 A. Yes, there were.

1 Q. Were you ordered by the court to turn those
2 documents over to the curator, Benjamin Brown?



3 A. I don't recall.

4 MR. ROSE: Objection. Can he clarify the
5 question, which documents? Because I believe the
6 curator was for the estate, and the original will
7 was already in file, and the curator would have no
8 interest in the trust --

9 THE COURT: Which documents? When you say
10 "those documents," which ones are you referring to?

11 MR. BERNSTEIN: Any of the trusts and estate
12 documents.

13 THE COURT: Okay. That's been clarified.
14 You can answer, if you can.

15 THE WITNESS: I believe that he was given -- I
16 believe all the documents were copied by
17 Mr. Pollock's office, and that he was given some
18 type of zip drive with everything. I'm not sure,
19 though. I couldn't --

20 BY MR. BERNSTEIN:

21 Q. Did the zip drive contain the original
22 documents?

23 A. Did not. I believe the original documents
24 came back to our office. Having said that, we would
25 only have -- when we made and had the client execute

1 three documents, two originals of those documents would
2 remain with the client, and then we would keep one
3 original in our file, except -- including, most of the
4 time, the original will, which we put in our safe
5 deposit box. So we would have one original of every
6 document that they had executed, including the original
7 will, and they would keep two originals of everything,
8 except for the will, which we would give them conformed
9 copies of, because there was only one original will.

10 Q. Okay. I asked a specific question. Did your
11 firm, after the court order of Martin Colin, retain
12 documents, original documents?

13 MR. ROSE: Objection. Sorry. I should have
14 let him finish.

15 MR. BERNSTEIN: -- original documents?

16 THE WITNESS: I believe --



17 MR. ROSE: Relevance and misstates the --
18 there's no such order.

19 THE COURT: Well, the question is, Did your
20 firm retain the original documents?

21 Is that the question?

22 MR. BERNSTEIN: Yes, sir.

23 THE COURT: Overruled.

24 Answer, please.

25 THE WITNESS: I believe we had original

1 documents.

2 BY MR. BERNSTEIN:

3 Q. After the date you were court ordered to
4 produce them to the curator?

5 MR. ROSE: Object -- that's the part I object
6 to.

7 THE COURT: Sustained.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

10 Q. To your knowledge -- so, to your knowledge,
11 the documents can't all be here since they may be at
12 your firm today?

13 A. I don't practice at the firm anymore, so I'm
14 not sure where the documents are.

15 Q. Okay. And you said you made copies of all the
16 documents that you turned over to the curator? Did you
17 turn over any original documents as ordered by the
18 court?

19 MR. ROSE: Objection. Same objection.

20 There's no court order requiring an original
21 document be turned over.


22 THE COURT: What order are you referring to?

23 MR. BERNSTEIN: Judge Colin ordered when they
24 resigned due to the fraudulent alteration of the
25 documents that they turn over --



1 THE COURT: I just said, what order are you
2 referring to?

3 MR. BERNSTEIN: It's an order Judge Colin
4 ordered.

 5 THE COURT: All right. Well, produce that
6 order so I can see it, because Judge Colton's [sic]
7 been retired for six or seven years.

8 MR. BERNSTEIN: Okay. I don't have it with
9 me, but...

10 THE COURT: Well, Judge Colton's a retired
11 judge. He may have served in some other capacity,
12 but he doesn't enter orders, unless he's sitting as
13 a replacement judge. And that's why I'll need to
14 see the order you're talking about, so I'll know if
15 he's doing that. Okay. Thanks. Next question.

16 BY MR. BERNSTEIN:

17 Q. Okay. Has anyone, to the best of your
18 knowledge, seen the originals while you were in custody
19 of them?

20 A. Yes.

21 Q. Okay. Who?

22 A. I believe Ken Pollock's firm was -- Ken
23 Pollock's firm was the firm that took the documents for
24 purposes of copying them.

25 Q. Did anybody ask you, refer copies to inspect

1 the documents?

2 A. Other than Ken Pollock's office, I don't
3 recall.

4 Q. Did I ask you?

5 A. Perhaps you did.

6 MR. BERNSTEIN: Okay. I'd like to go through
7 some of the documents with him real quick. But I
8 don't have my wife to hand me the documents, so
9 it's going to take me incredibly long. These are
10 just copies I have. Can I approach him?

11 THE COURT: All approaches are okay.

12 MR. BERNSTEIN: Okay.

13 BY MR. BERNSTEIN:

14 Q. Are these the documents that you drafted,
15 Shirley's will and Shirley's trust agreement?

16 MR. ROSE: Your Honor, could I see what he's
17 handing the witness before he hands it to them?

18 THE COURT: Say again.

19 MR. ROSE: I don't know what he's handing the
20 witness.

21 THE COURT: All right. You'll need to show
22 the other side the documents that you're handing to
23 the witness so that they're looking at the same
24 thing you're talking about.

25 MR. ROSE: These are not accurate. These are

1 multiple things stapled together. I'd object to
2 the exhibit -- or the use of it.



3 THE COURT: Ma'am, if you come back up past
4 that bar one more time, you'll be in contempt of
5 court. I don't want you to be in contempt of
6 court. Do you understand my instruction?

7 MRS. BERNSTEIN: Yes.

8 THE COURT: Thank you.

9 MR. ROSE: I don't know if that's filed with
10 the court and I don't know that these are genuine.
11 And the second document has attached to it --

12 THE COURT: Well, you don't need to tell me
13 what the papers are. The thing that the person
14 who's asking the questions has to do is show you
15 the documents that he's going to show the witness.

16 MR. ROSE: Okay.

17 THE COURT: Then I intend to move forward. I
18 expect he'll show the witness the documents and
19 then he'll probably ask a question.

20 Am I right?

21 MR. BERNSTEIN: Do you want to see those?

22 THE COURT: Nope.

23 So then if there's an objection to the
24 documents coming in, if at some time they're
25 proffered as an exhibit, then I'll take the

1 objection.

2 Have you seen the documents that are in his
3 hand that are going to be shown to the witness?

4 MR. ROSE: Oh, yes, sir. I'm sorry.

5 THE COURT: Okay. That's fine.

6 Proceed.

7 BY MR. BERNSTEIN:

8 Q. Okay. Can you look at the initials on the
9 pages of that document and describe them -- describe
10 what they look like?

11 A. The initials?

12 Q. Yes.

13 A. On each page, there's an SB --

14 Q. Okay.

15 A. -- for your mother's initials.

16 Q. And it's clearly SB?

17 A. Is it clearly SB?

18 Q. Yeah. Looks like SB?

19 A. Yes, it's clearly SB.

20 Q. Okay. And on this will signed on the same
21 date by my mother in your presence, is that my mom's
22 initials? And does it look like an SB? Do they even
23 look similar?

24 A. Well, your mother was asked to sign these
25 documents.

1 Q. Okay.

2 A. When we execute a will, unlike the bottom of
3 the trust agreement where we initial the trust pages, on
4 the bottom of the will, she's supposed to sign her
5 signature. And which she has done at the bottom of each
6 page, is sign her signature consistent with the
7 signature page that she signed.

8 Q. So what you're saying is, she signed this
9 document, that she initialed this document?

10 A. Right. We only ask that for purposes of the
11 trust that they initial each page. For purposes of the
12 will, that they sign each page.

13 So this is the signature that she has -- this
14 is her signature on the bottom of this document.

15 Q. Well, there's no line saying that's her
16 signature, correct? There would be --

17 A. But that was our practice.

18 Q. Okay.

19 A. That was our practice, to have --

20 Q. Okay. You testified to my dad's state of mind
21 that he was fine.

22 Si was usual when you saw him from May through
23 his death; is that correct?

24 A. Are you speaking about 2012?

25 Q. Yes.

1 A. Correct.

2 Q. Are you aware of any medical problems my
3 father was having at that time?

4 A. No, I'm not.

5 Q. Are you aware of any stress he was under?

6 A. No, I was not.

7 Q. Mr. Rose had you read into or -- read into the
8 record a letter that I wrote with my waiver, saying,
9 anything -- I haven't seen the dispositive documents,
10 but I'll do anything, 'cause my dad is under stress, to
11 relieve him of his stress.

12 Do you know what stress I was referring to?

13 A. I don't.

14 Q. Were you in the May meeting with my father,
15 May 10, 2012?

16 A. I was -- are you talking about on the
17 telephone call?

18 Q. Correct.

19 A. I wasn't together with him.

20 Q. Okay. Were you together with anybody on that
21 call?

22 A. No. I was on -- in my -- my office phone.

23 Q. Okay. And at that meeting, did Si state that
24 he was having this meeting to end disputes among certain
25 parties and himself?



1 A. I don't recall.

2 Q. Were there any disputes you were aware of?



3 A. The only thing that he ever brought to my
4 attention was the letter that Pam had sent him.

5 Q. And what did Pam's letter state, basically?



6 A. I can't remember it. I mean, it was the
7 letter that he showed me in February of 2012. But the
8 general gist of that letter was that she was unhappy
9 about not being part of their estates.



10 Q. Just her or her and her children?

11 A. She may have spoke to her children.

12 Q. Was there anybody else who was left out of the
13 wills and trusts?

14 A. That was causing him stress?

15 Q. No. Just anybody at this point that was left
16 out, other than Pam.

17 A. Yes. Ted.

18 Q. And are you aware of anything Ted and Pam were
19 doing to force upon Si changes?

20 A. Not to my knowledge, other than the letter
21 that Pam had sent to him just expressing her
22 dissatisfaction.

23 Q. You said you talked to her attorney?

24 A. I talked to her attorney.

25 Q. And you told her attorney, while Si was

1 living, that she had been cut out of the estates and
2 trusts with her brother Ted?

3 A. I don't recall the conversation with the
4 attorney, but, ultimately, Si gave me authorization to
5 send documents to the attorney. So we may have had a
6 conversation about it.

7 Q. So you're stating that Si told you to -- he
8 authorized you to tell his daughter that she had been
9 cut out of the estates and trusts?

10 A. He authorized me to send documents to the
11 attorney.

12 Q. Did you send those documents to the attorney?

13 A. I believe we did, yes.

14 Q. Okay. Was Ted and his lineal descendants
15 disinherited?

16 A. They were, under the original documents.

17 Q. Well, under Shirley's document that's
18 currently theirs, Ted considered predeceased for all
19 purposes of disposition according to the language in the
20 document you drafted?

21 A. To the extent that assets passed to him under
22 the trust.

23 Q. Well, the document says, for all purposes of
24 disposition, Ted Bernstein is considered predeceased,
25 correct?

1 A. You'll have to state the question again.

2 Q. Does the document you drafted say that Ted
3 Bernstein is both considered predeceased under the
4 beneficiary definition with his lineal descendants and
5 considered predeceased for all purposes of dispositions
6 of the trust?

7 MR. ROSE: Objection. Best evidence. The
8 document's in evidence.

9 THE COURT: Sustained.

10 MR. BERNSTEIN: I'll have him read it.

11 THE COURT: Well, I mean, I can read it. It's
12 in evidence. So when it comes time, just point me
13 to the part that you want me to read, and I'll read
14 it. But I don't need to have the witness read it
15 to me. That's of no benefit.

16 MR. ROSE: Your Honor, and for the record,
17 those issues are part of the other counts and
18 aren't being tried today.

19 MR. BERNSTEIN: Page 7, Your Honor, of the
20 Shirley trust.

21 THE COURT: What exhibit number is that?

22 MR. BERNSTEIN: You want me to enter it as my
23 exhibit?

24 THE WITNESS: Plaintiff's Exhibit 2, Your
25 Honor.

1 THE COURT: All right. Let me go to page 7 of
2 Plaintiff's 2.

3 MR. BERNSTEIN: Can I enter this one into the
4 record?

5 THE COURT: Is it the same as the one I
6 already have?

7 MR. BERNSTEIN: According to Alan, it's not.

8 THE COURT: According to who?

9 MR. BERNSTEIN: Mr. Rose.

10 THE COURT: All right. Well, if it comes time
11 for you to put any exhibits in on your case, if
12 that's not a duplicate of an exhibit that's already
13 in, you're welcome to put it into evidence. But
14 this is not the time when you put evidence in.
15 This is the time when you're cross-examining the
16 plaintiff's witness.

17 MR. BERNSTEIN: Okay.

18 THE COURT: So on Page 7 of Plaintiff's 2, you
19 can go on with your questioning.

20 BY MR. BERNSTEIN:

21 Q. Are you there and are we on the same page?

22 Yes?

23 A. Yes, I am.

24 Q. Okay. In the definition of -- under E1, do
25 you see where it starts "notwithstanding the foregoing"?

1 A. Yes.

2 Q. Okay. Can you read that?

3 A. "Notwithstanding the foregoing, as I have
4 adequately provided for them during my lifetime, for
5 purposes of the dispositions made under this trust to my
6 children, Ted S. Bernstein and Pamela B. Simon and their
7 respective lineal descendants shall be deemed to have
8 predeceased the survivor of my spouse and me, provided,
9 however, if my children Eliot Bernstein, Jill Iantoni
10 and" --

11 Q. Okay, that's -- you can stop there.

12 Would you consider making distributions a
13 disposition under the trust?

14 A. It would it depend on other factors.

15 Q. What factors?

16 MR. ROSE: Objection. Relevancy.

17 THE COURT: Sustained.

18 BY MR. BERNSTEIN:


19 Q. Is a validity hearing a disposition of the
20 trust?

21 MR. ROSE: Objection. Calls for a legal
22 conclusion.

23 THE COURT: Sustained.

24 MR. BERNSTEIN: Well, he drafted the document,
25 so I'm trying to get what his meaning was when he

1 put it in. And it's relevant to the hearing today.

 2 THE COURT: I ruled it's not relevant.

3 MR. BERNSTEIN: Oh, you did rule that?

4 THE COURT: Do you have another question of
5 the witness? Or we're moving on.

6 MR. BERNSTEIN: Okay.

7 BY MR. BERNSTEIN:

8 Q. So for purposes of disposition, Ted, Pam and
9 her lineal descendants are considered predeceased,
10 correct?

11 MR. ROSE: Objection. Relevancy, cumulative
12 and best evidence.

13 THE COURT: Sustained.

14 The document says what it says.

15 MR. BERNSTEIN: Okay.

16 THE COURT: When you ask a witness if it says
17 what it says, I don't pay any attention to his
18 answer, because I'm reading what it says.

19 MR. BERNSTEIN: Okay.

20 BY MR. BERNSTEIN:

21 Q. Did you produce a fraudulent copy of the
22 Shirley trust agreement?

 23 A. No, I did not.

24 Q. So when you sent to Christine Yates this trust
25 agreement with the attached amendment that you've

1 already admitted you fraudulently altered, was that
2 producing a not valid copy of the trust that was
3 distributed to a party?

4 A. We've already talked about the amendment was
5 not a valid amendment.

6 Q. No, I'm asking, did you create a not valid
7 trust of my mother's and distribute it to Christine
8 Yates, my children's attorney?

9 MR. ROSE: Objection. Cumulative. He's
10 covered this.

11 MR. BERNSTEIN: Well, it has to go to the
12 validity, Your Honor, because --

13 THE COURT: The question I'm figuring out is,
14 have we already covered this?

15 MR. BERNSTEIN: We touched on a piece of it.
16 The more important part --

17 THE COURT: Okay. Then I'll let you reask
18 your question to cover something that we've not
19 already covered.

20 MR. BERNSTEIN: Okay. And we covered that
21 the --

22 THE COURT: You don't have to remind me.

23 MR. BERNSTEIN: Oh, okay.

24 THE COURT: Listen, see, this -- look at this.
25 I take notes. I write stuff down. Now, a lot of



1 times, if you see me not writing and I'm doodling,
2 that means you're not scoring any points.

3 MR. BERNSTEIN: You've got to show me --

4 THE COURT: The point is, I should be writing
5 notes. So that means you're not doing any good.

6 MR. BERNSTEIN: Gotcha.

7 THE COURT: So, please, the reason I write it
8 is so we don't have to repeat things.

9 BY MR. BERNSTEIN:

10 Q. Okay. You've already stated that you created
11 a fraudulent amendment.

12 Did you attach it to a Shirley trust document?

13 A. No. We included the amendment with the
14 documents that we transmitted to her.

15 Q. So it was included as part of the Shirley
16 trust document as an amendment, correct?

17 A. It was included as an amendment.

18 Q. To the Shirley trust document.

19 Thereby, you created a fraudulent copy, a not
20 valid copy of the Shirley trust, correct?

21 MR. ROSE: Objection. Argumentative.

22 Cumulative.

23 THE COURT: Overruled.

24 You can answer. Did that create a fraudulent
25 version of the trust?



1 THE WITNESS: It could have, yes, Your Honor.

2 BY MR. BERNSTEIN:

3 Q. Can you explain why it couldn't have?

4 A. Because Si ultimately exercised his power of
5 appointment, which was broader than the definitional
6 provision in the document.

7 Q. That's not my question. I'll just say it was
8 asked and not answered.

9 Okay. So there are not validly -- not valid
10 Shirley trust agreements in circulation, correct?



11 A. That's not true.

12 Q. Well, the Shirley trust agreement you said
13 sent to Christine Yates you've just stated was invalidly
14 produced.

15 A. To Christine Yates.

16 Q. Yeah, okay. So I said "in circulation."

17 Is Christine Yates out of circulation?

18 A. I don't know what Christine Yates did with the
19 documents.

20 Q. Well, I got a copy, so they're even more in
21 circulation.

22 So my point being, you sent from your law firm
23 fraudulent -- a non-valid copy of the document --

24 A. Which document?

25 Q. -- the Shirley trust and her amendment to

1 Christine Yates, right?

2 MR. ROSE: Objection. Cumulative.

3 THE COURT: Sustained.

4 MR. BERNSTEIN: Okay. We'll move on from
5 that.

6 BY MR. BERNSTEIN:

7 Q. Would you know about when you did that
8 fraudulent alteration of the document?

9 A. January 2013.

10 Q. And you were a fiduciary -- or you were
11 counsel to the alleged fiduciary, Ted Bernstein, of the
12 Shirley Bernstein trust, correct?

13 A. Yes, we were.

14 Q. And you were counsel to Ted Bernstein as the
15 alleged personal representative of Shirley's estate?

16 A. Yes, we were.

17 Q. And as Ted's counsel in the Shirley trust, can
18 you describe what the not valid trust agreement that was
19 sent to Ms. Yates did to alter the beneficiaries of the
20 document?

21 MR. ROSE: Objection. Cumulative.

22 THE COURT: Overruled.

23 What alterations did that make to the
24 beneficiaries?

25 THE WITNESS: It didn't make any alterations

1 to the beneficiaries. The document's not a valid
2 document and so it couldn't have made any changes
3 to the estate planning.

4 BY MR. BERNSTEIN:

5 Q. Okay. But what did it intend to do?

6 MR. BERNSTEIN: Sorry. Excuse me, Your Honor.

7 What did you say?

8 THE COURT: Next question.

9 BY MR. BERNSTEIN:

10 Q. Okay. What did it intend to do?

11 A. I answered that question earlier.

12 THE COURT: I can't let the witness object to
13 questions. That won't work.

14 THE WITNESS: I'm sorry, Your Honor. Earlier
15 you asked me the question, and I responded to you
16 that it was to carry out your father's intent and
17 the agreement that you all had made prior to his
18 death, on that telephone call, and to have a
19 document that would provide, perhaps, clarity to a
20 vague misinterpretation of your mother's document.

21 BY MR. BERNSTEIN:

22 Q. So instead of going to the court, you just
23 frauded a document to an attorney, who's representing
24 minor children in this case -- produce a fraudulent copy
25 of the trust document, making us have total trouble

1 understanding what's real and not, especially with your
2 firm's history of fraudulent and forged documents
3 submitted to the court in this case.

4 THE COURT: Okay. Thanks. You're just
5 ranting. Ranting is not allowed.

6 MR. BERNSTEIN: Sorry.

7 THE COURT: If you'd like to ask a question,
8 I'll let you do that. If I have to call you on
9 this too many more times, I'm going to assume that
10 you're done questioning the witness.

11 MR. BERNSTEIN: Okay.

12 BY MR. BERNSTEIN:

13 Q. When did you first meet my parents?

14 A. 2007.

15 Q. And how did you meet them?

16 A. I met them through someone that made a
17 referral to them to our office.

18 Q. You didn't know Ted Bernstein prior to meeting
19 Si?



20 A. I don't recall who we met first. I'm not
21 sure.

22 Q. What firm were you with at the time?

23 A. Tescher, Gutter, Chaves, Josepher, Rubin and
24 Ruffin and Forman.

25 Q. And how long were you with them?

1 A. Five-plus years.

2 Q. And where were you before that?



3 A. I was in school.

4 Q. Okay. Did you work at Sony Digital ever?

5 A. I did.

6 Q. You did. And when was that, before school or
7 after?

8 A. That was from 1994 to '96.

9 Q. So after school?



10 A. After college.

11 Q. Okay. So that was -- you just forgot about
12 that one in your history.

13 Is there any other parts of your biography I'm
14 missing?



15 MR. ROSE: Objection. Argumentative.



16 THE COURT: Sustained.

17 BY MR. BERNSTEIN:

18 Q. Can you repeat, since I'm -- there was a
19 little clarification error there. Your history, you
20 started --



21 THE COURT: That's not necessary to repeat the
22 history. Do you have a new question?

23 MR. BERNSTEIN: Well, I'm trying to get the
24 history.



25 THE COURT: I don't want him to repeat what

1 he's already said. That moves the case backwards.

2 I want to go forward. You're cavitating.

3 MR. BERNSTEIN: Okay.

4 BY MR. BERNSTEIN:

5 Q. Did the altered trust document sent to
6 Christine Yates attempt to convince Yates and others she
7 sent that document to that Ted and Pam's lineal
8 descendants were actually inside the document?

9 A. Say the question again.

10 Q. Well, we read the section where they're
11 considered predeceased, Ted and Pam and their lineal
12 descendants.

13 When you altered that amendment that you said
14 you were just doing Si's wishes postmortem by altering a
15 document, my question is, did you put language in there
16 that would have made Ted and Pam's lineal descendants
17 now beneficiaries of Shirley's trust?

18 MR. ROSE: Objection. I think it's
19 cumulative. We've covered this.

20 THE COURT: Sustained.

21 MR. BERNSTEIN: Okay.

22 BY MR. BERNSTEIN:

23 Q. Can the beneficiary of Shirley's trust be Ted,
24 Pam or their lineal descendants?

25 A. If the assets of her trust were to pass under

1 the trust, no --

2 Q. Okay.

3 A. -- under the trust.


4 Q. So in the trust language of the Shirley trust
5 document, Ted's lineal descendants and Pam's lineal
6 descendants can get no dispositions, distributions,
7 whatever you want to call it?

8 A. You have to ask the question in a different
9 way, because I answered the question. I said, if it
10 passes under the trust, that they would not inherent.
11 If.


12 Q. Okay. When Shirley died, was her trust
13 irrevocable at that point?

14 A. It was.

15 Q. Who were the beneficiaries?

 16 A. Simon Bernstein.

17 Q. And who were the beneficiaries -- well, Simon
18 Bernstein wasn't a beneficiary. He was a trustee.

 19 A. No, he became the beneficiary of her trust
20 when she died. He was the sole beneficiary of her trust
21 when she died.

22 Q. Okay. And then who would it go to when he
23 died?

24 MR. ROSE: Objection. Cumulative.

25 THE COURT: Sustained.

1 BY MR. BERNSTEIN:

2 Q. Okay. When Simon died, who would the benefits
3 of Shirley's trust go to?

4 MR. ROSE: Objection. Cumulative.

5 THE COURT: Are you asking him to tell you
6 what would happen if the mother died first, then
7 the father died second, and we have the trust
8 documents and the wills that are in place so far
9 that have been testified to at the trial?

10 MR. BERNSTEIN: Correct.

11 THE COURT: I already know all that stuff.

12 MR. BERNSTEIN: Well --

13 THE COURT: So what is the new question you
14 want to ask that's not cumulative?

15 MR. BERNSTEIN: Okay. Well, I'm trying to get
16 to a very significant point there.

17 THE COURT: Get there. Just go there and see
18 what happens.

19 MR. BERNSTEIN: I just have to learn to ask
20 these questions a little more like a lawyer.

21 THE COURT: Yes.

22 MR. BERNSTEIN: So I have to rethink how to
23 ask that.

24 BY MR. BERNSTEIN:

25 Q. Do you recall talking to Detective Ryan

1 Miller?

2 MR. ROSE: Objection. Relevance.

3 THE COURT: Sustained.

4 BY MR. BERNSTEIN:

5 Q. Can you tell me all the roles you had in these
6 estates and trusts, and your partner, Don Tescher?

7 A. We were the attorneys to your parents. Upon
8 your dad's death, we became counsel to his estate and
9 served as co-PRs and co-trustees under his documents.

10 Q. Any other roles?

11 A. Served as counsel for -- we served as counsel
12 for Ted as fiduciary under your mother's documents.

13 Q. And who served as your counsel as trustee
14 PR -- co-trustee, co-PR?

15 A. Mark Manceri.

16 Q. Mark Manceri submitted that he was your
17 attorney?

18 A. I believe so, yes.

19 Q. Did you take a retainer out with him?

20 MR. ROSE: Objection. Relevance.

21 THE WITNESS: I'm sorry.

22 THE COURT: What's the relevance of the
23 retainer question?


24 THE WITNESS: I'm sorry. I take that back.

25 Mark Manceri was not counsel to us with respect to

1 the estate, except on a very specific matter.

2 THE COURT: The question that was objected to
3 was, did you take out a retainer? What's the
4 relevance of that?

5 MR. BERNSTEIN: Well, I'm trying to figure out
6 if he was properly representing before the court
7 these documents, and to his credibility, meaning
8 his --

 9 THE COURT: I'll sustain the objection.

10 MR. BERNSTEIN: Okay.

11 BY MR. BERNSTEIN:

12 Q. And a question about the court. How long
13 before you notified the court as a personal
14 representative fiduciary that you had produced a
15 fraudulent trust of Shirley's?

16 A. To whom? I don't know that we ever
17 represented the document to the court, and I don't know
18 that anyone ever came to the court and said that we did.

19 Q. Well, I did in a petition I filed and served
20 on you --

21 MR. ROSE: Objection.

22 BY MR. BERNSTEIN:

23 Q. -- of January -- excuse me -- petition that I
24 served on you exposing a fraud of what happened with
25 Christine Yates after you admitted that to the police.

1 MR. ROSE: Objection. Relevance.

2 THE COURT: Sustained.

3 BY MR. BERNSTEIN:

4 Q. Okay. How many times have you spoken with
5 Alan Rose in the last three months?

6 A. Twice.

7 Q. Did you prepare for this hearing in any way
8 with Alan Rose?

9 A. I did.

10 Q. Okay. Was that the two times you spoke to
11 him?

12 A. Yes.

13 Q. Do you see any other of the parties that would
14 be necessary to validate these trust documents in the
15 court today?

16 MR. ROSE: Objection. Cumulative.

17 THE COURT: Sustained.

18 BY MR. BERNSTEIN:

19 Q. And you gave testimony to the total net worth
20 of Simon today, when you were asked by Mr. Rose; is that
21 correct?

22 A. Yes.

23 Q. How long did you serve as the co-trustee and
24 co-personal representative?

25 A. Of your father's estate? Since the date of

1 his death.

2 Q. And his trust?

3 A. Same.

4 Q. Okay. Did you produce an accounting to
5 support those claims you made today?

6 MR. ROSE: Objection. Relevancy.

7 THE COURT: Sustained.

8 MR. BERNSTEIN: Well, can I argue that or --

9 THE COURT: No.

10 MR. BERNSTEIN: Not even close. Does that
11 mean I have to ask it a different way?

12 THE COURT: Well, I can't answer questions.
13 I'm not allowed to give anybody legal advice.

14 MR. BERNSTEIN: Okay. That was procedural, I
15 thought. But okay.

16 THE COURT: Well, that's legal advice.

17 Procedure is a legal issue.

18 BY MR. BERNSTEIN:

19 Q. As a fiduciary of the estate of Simon and the
20 trust of Simon, did your law firm produce a accounting?

21 MR. ROSE: Objection. Relevance.

22 MR. BERNSTEIN: Well, it's relevant to, if
23 he's a fiduciary, his conduct. I mean, there's --

24 THE COURT: Here's the way I handle
25 objections --

1 MR. BERNSTEIN: Okay.

2 THE COURT: -- somebody asks a question, and
3 somebody in the courtroom says objection, and then
4 I have them state the legal objection and stop.
5 The other side doesn't say anything, unless I say,
6 Is there any argument one side or the other?
7 Because usually I can figure this stuff out without
8 having to waste time with arguments.

9 I didn't ask for any argument, right? Okay.
10 Sustained. Next question.

11 BY MR. BERNSTEIN:

12 Q. Mr. Rose asked you about Shirley's Bentley.

13 Are you aware -- you became aware of Shirley's
14 Bentley, correct?

15 A. Yes.

16 Q. When you became aware of Shirley's Bentley,
17 did you put in an amended inventory to account for it?

18 THE COURT: What's this going to help me
19 decide on the validity of the wills or trusts?

20 MR. BERNSTEIN: I'm just responding to the
21 statements that were brought up.

22 THE COURT: I wish you would have objected to
23 the relevancy then, but you didn't.

24 MR. BERNSTEIN: I did.

25 THE COURT: I don't think so.

1 MR. BERNSTEIN: No?

2 THE COURT: I'm a car guy, so I pay attention
3 if somebody's asking questions about Bentleys just
4 because it's interesting.

5 MR. BERNSTEIN: Well, it's so important, Your
6 Honor, because --

7 THE COURT: No, it's not. Right now what is
8 tied is, are the wills and trusts bound?

9 MR. BERNSTEIN: We have to question his
10 competency.

11 THE COURT: And so what's in the estate or
12 what's in the trust is not of any interest to me
13 right now. So if that Bentley should have been in
14 the estate or should not have been in the estate,
15 it should have been accounted for, not accounted
16 for, I'm not going to figure out today. But I want
17 to get all the evidence I possibly can to see
18 whether these wills and trusts that are in front of
19 me are valid or not valid. And I'm hoping that
20 you'll ask some questions that'll help me figure
21 that out.

22 MR. BERNSTEIN: Are those originals that you
23 have?

24 THE COURT: See, I'm not the witness. I'm the
25 judge. So I'm not sworn in and I have no knowledge

1 of the facts of this case, other than what the
2 witnesses tell me.

3 MR. BERNSTEIN: I'm winding down. I'll check
4 my list.

5 THE COURT: All right.

6 BY MR. BERNSTEIN:

7 Q. Are you familiar with a document the Bernstein
8 Family Realty LLC agreement?

9 A. Yes, I am.

10 Q. Did you draft that document?

11 A. Yes, I did.

12 Q. Was it part of Simon's estate planning?

13 A. It was part of his estate planning -- well,
14 yes --

15 Q. And what was --

16 A. -- in a roundabout way.


17 Q. What was it designed to do?

18 A. It was designed to hold title to the home that
19 you and your family live in.

20 Q. Oh, okay. And so it was -- who's the owners
21 of that?

22 A. The three kids -- your three kids, Josh,
23 Daniel -- your three kids' trusts that your father
24 created -- and Jake -- that he created in -- I believe
25 he created those trusts in 2006.

1 Q. And the prior testimony was, there were no
2 special documents under Simon's estate plan for my
3 family; is that correct?

 4 A. Right. None that we prepared. Those were not
5 documents that we prepared.

6 Q. Okay. I think he asked you if you knew of
7 any.

8 So you knew of these, correct?

9 A. You're making me recall them. Yes.

10 Q. Oh, okay. Because you answered pretty
11 affirmatively no before, that you weren't aware of any
12 special --

13 THE COURT: Do you have any questions for the
14 witness?

15 MR. BERNSTEIN: Okay. I get it.

16 BY MR. BERNSTEIN:

17 Q. You referenced an insurance policy.

18 MR. BERNSTEIN: Can I -- well, I can't ask him
19 anything.

20 BY MR. BERNSTEIN:

21 Q. You referenced an insurance policy earlier,
22 life insurance policy, that you said you never saw; is
23 that correct?

24 A. Yes.

25 Q. And was that part of the estate plans?

1 A. We never did any planning with that. That was
2 an insurance policy that your father had taken out
3 30 years before. He had created a trust in 1995 for
4 that. That was not a part of any of the planning that
5 we did for him.

6 Q. Did you file a death benefit claim on behalf
7 of that policy?

8 MR. ROSE: Objection. Relevancy.

9 THE COURT: Sustained.

10 BY MR. BERNSTEIN:

11 Q. Is Christine Yates, who you sent the
12 fraudulently altered Shirley trust document that's not
13 valid, a layman?

14 MR. ROSE: Objection. Argumentative.

15 MR. BERNSTEIN: Excuse me.

16 BY MR. BERNSTEIN:

17 Q. Is she an attorney at law?

18 THE COURT: Now you're asking a different
19 question.

20 MR. BERNSTEIN: Okay.

21 THE COURT: Thanks.

22 BY MR. BERNSTEIN:

23 Q. Is she a layman, as you described prior?

24 A. She's an attorney.

25 Q. Okay. So you were sending that document that

1 you said you altered to make a layman understand the
2 language in the trust better?

3 MR. ROSE: Objection. Cumulative.

4 THE COURT: Let me have you finish your
5 questioning.

6 BY MR. BERNSTEIN:

7 Q. But you sent it to Christine Yates, an
8 attorney, who's not a layman?

9 A. We did.

10 Q. Okay. So it could be that you sent that
11 document to an attorney to commit a fraud upon her
12 clients, my children, minor children, correct?

13 A. The intent was not to commit a fraud.

14 Q. Okay.

15 A. Again, the intent was to carry out your dad's
16 wishes.

17 Q. By fraudulently altering documents?

18 MR. ROSE: Objection. Argumentative.

19 THE COURT: Sustained.

20 If you ask one more argumentative question, I
21 will stop you from asking the other things, because
22 I'll figure that you're done. Is that clear?

23 MR. BERNSTEIN: Yes.

24 THE COURT: I'm done warning you. I think
25 that's just too much to have to keep saying over

1 and over again.

2 BY MR. BERNSTEIN:

3 Q. When Shirley died, were her wishes upheld?

4 A. Your dad was the sole survivor of her
5 estate -- he was the sole beneficiary of her estate and
6 her trust.

7 Q. So her wishes of her trusts when Simon died
8 were to make who the beneficiaries?

9 MR. ROSE: Objection. Cumulative.

10 THE COURT: Sustained.

11 BY MR. BERNSTEIN:

12 Q. Who did Shirley make -- are you familiar with
13 the Eliot Bernstein Family Trust?

14 A. I am.

15 Q. And is that trust under the Shirley trust?

16 A. No, it's not.

17 Q. It's a separate trust?

18 A. It is.

19 Q. Is it mentioned in the Shirley trust?

20 A. It may be.

21 Q. As what?

22 A. As a receptacle for Shirley's estate.

23 Q. Her trust?



24 A. A potential receptacle for Shirley's trust.

25 Q. So there were three, the Eliot Bernstein

1 Family Trust, Lisa Friedstein and Jill Iantoni Family
2 Trust, that are mentioned as receptacles. I would
3 assume that's the word, beneficiary --

4 MR. ROSE: Objection.

5 BY MR. BERNSTEIN:

6 Q. -- of the Shirley trust, correct?

7 MR. ROSE: Objection. Cumulative.

8 THE COURT: Sustained.

9 BY MR. BERNSTEIN:

10 Q. Okay. On Simon's medical state eight weeks
11 before he died, when these documents of the Simon trust
12 are alleged by you to have been signed, are you aware of
13 any conditions of Simon's at that time medically?

14 A. I was not.

15 Q. Were you aware of any medicines he was on?

16 A. I was not.

17 Q. Were you aware he was seeing a psychiatrist?

18 A. I was not.

19 Q. Were you aware that he was going for a brain
20 scan?

21 A. I was not.

22 Q. Were you aware that he was brought in to
23 multiple doctors during that time for brain problems;
24 that they ended up doing a brain biopsy at Delray
25 Medical right around that time that he's said to sign

1 these documents?

2 A. He did not make us aware of any medical issues
3 that he had.

4 Q. Okay. Did you ask him at the time you were
5 signing those amended documents if he was under any
6 medical stress?

 7 A. No, I did not.

8 Q. Okay.

9 A. He --

10 MR. BERNSTEIN: Can I ask him to read that?

11 BY MR. BERNSTEIN:

12 Q. Can you look at that document and --

13 MR. BERNSTEIN: Judge, would you like a look
14 at this?

15 THE COURT: I don't look at anything that's
16 not an exhibit.

17 MR. BERNSTEIN: I'm exhibiting it to him.

18 THE COURT: Okay. Well, that's fine, but I
19 want you to go ahead and ask your question. I
20 don't look at things that aren't exhibits in
21 evidence --

22 MR. BERNSTEIN: Okay.

23 THE COURT: -- unless I have to mark them.

24 But no, I don't have a curiosity to look at pieces
25 of paper.

1 MR. BERNSTEIN: Should I exhibit it as
2 evidence -- can I exhibit it as --

3 THE COURT: If it comes into evidence, I'll
4 look at it.

5 MR. BERNSTEIN: Okay. Can I submit it as
6 evidence?

7 THE COURT: Well, have you asked any questions
8 to establish what it is?

9 BY MR. BERNSTEIN:

10 Q. Is this a letter from your law firm -- prior
11 law firm?

12 A. I did not prepare this letter --

13 Q. Okay.

14 A. -- but it appears to be, yes.

15 Q. Prepared by?

16 A. Donald Tescher.

17 MR. BERNSTEIN: Okay. Now can I submit it?

18 THE COURT: So you're offering it as an
19 exhibit --

20 MR. BERNSTEIN: Please.

21 THE COURT: -- as Defendant's 2.

22 Is there any objection?

23 MR. ROSE: No objection.

24 THE COURT: All right. I'll take a look at
25 it. And that'll be in evidence as Defendant's 2.

1 Thank you.

2 (Defendant's Exhibit No. 2 was received into
3 evidence.)

4 BY MR. BERNSTEIN:

5 Q. Can you just read into the record
6 paragraph 2 --

7 THE COURT: Well, I'm reading it. The
8 document is in the record.

9 MR. BERNSTEIN: Oh, okay.

10 THE COURT: I'm reading paragraph 2 even as we
11 speak, so I don't need the witness to read it for
12 me. But if you want to ask him a question, you can
13 go ahead with that.

14 BY MR. BERNSTEIN:

15 Q. Okay. That letter states that Si's power of
16 appointment for Simon could not be used in favor of Pam,
17 Ted and their respective children; is that correct?

18 A. Yes. Don appears to have written that.

19 Q. Did you get a copy of this letter?

20 A. I don't recall getting a copy of it, but
21 doesn't mean that I didn't.

22 Q. But you are partners in that firm?

23 A. Yes, we were partners in that firm.

24 Q. Now, that -- this document --

25 MR. ROSE: Your Honor, can I just -- I don't



1 want to go out of order, but this is only relevant
2 if the documents are valid. And if he's -- the
3 whole point is the documents are valid. And he
4 wants to argue the second part, of what they mean,
5 then we should not have wasted a whole day arguing
6 over the validity of these five documents.

7 THE COURT: Well, waste of time is what I do
8 for a living sometimes. Saying we shouldn't be
9 here doesn't help me decide anything.

10 I thought I was supposed to decide the
11 validity of the five documents that have been
12 pointed out; some of them might be valid and some
13 of them might be invalid. And I'm struggling to
14 decide what's relevant or not relevant based upon
15 the possibility that one of them might be invalid
16 or one of them might not. And so I'm letting in a
17 little bit more stuff than I normally think I
18 would.

19 MR. ROSE: I'm concerned we're arguing the
20 second -- the second part of this trial is going to
21 be to determine what the documents mean and what
22 Simon's power of attorney could or couldn't do.
23 And this document goes to trial two and not trial
24 one, although I didn't object to its admissibility.

25 THE COURT: Well, since it's in evidence,

1 we'll leave it there and see what happens next.

2 Do you have any other questions of the
3 witness?

4 MR. BERNSTEIN: Yeah.

5 BY MR. BERNSTEIN:

6 Q. It says that the document that you
7 fraudulently altered creating the invalid copy of the
8 Shirley trust had some kind of paragraph 2 that was
9 missing from the original document --

10 MR. ROSE: Objection. Argumentative.

11 BY MR. BERNSTEIN:

12 Q. -- from my understanding.

13 THE COURT: You may finish your question. And
14 make sure it's a question and not an argument.
15 Because you know what happens if this is an
16 argument.

17 MR. BERNSTEIN: I'm not arguing. I'm just
18 asking --

19 THE COURT: I want you to ask your question.

20 BY MR. BERNSTEIN:

21 Q. It says here that there was a blank spot that
22 you -- a Paragraph No. 2 which modified the definitional
23 language by deleting words.

24 According to this document, the power of
25 appointment by Simon could not alter the Shirley trust

1 agreement, correct?

2 A. Don seems to be suggesting that in the second
3 paragraph. I don't necessarily believe that that's the
4 case.

5 Q. Did you review this document with Don?

6 MR. ROSE: Objection. Cumulative.

7 THE COURT: The question is, Did you go over
8 this document with Don?

9 MR. BERNSTEIN: Correct.

10 THE COURT: Overruled.

11 You can answer.

12 THE WITNESS: No.

13 BY MR. BERNSTEIN:

14 Q. So he's -- Don, in this letter, is describing
15 your actions, correct?

16 A. Yes.

17 Q. Okay. Did you write a letter to anybody
18 describing your actions?

19 A. I did not.

20 Q. You did not.

21 And what have you done to correct the damages
22 caused by that to my family?

23 MR. ROSE: Objection. Relevance.

24 THE COURT: Sustained.

25 MR. BERNSTEIN: Okay.

1 BY MR. BERNSTEIN:

2 Q. And are you aware of an autopsy that was done
3 on my father the day -- or ordered the day he died?

4 MR. ROSE: Objection. Relevance.

5 THE COURT: Sustained.

6 BY MR. BERNSTEIN:

7 Q. Are you aware -- well, are you aware of a
8 heavy metal poison test that was done by the Palm Beach
9 County coroner?

10 MR. ROSE: Objection. Relevance.

11 THE COURT: Sustained.

12 MR. BERNSTEIN: Well, it's --

13 THE COURT: Next question.

14 MR. BERNSTEIN: I'm trying to figure that out.

15 Your Honor, is -- I can't ask you that question.

16 BY MR. BERNSTEIN:

17 Q. Competency. Based on everything you know
18 about Simon, when he signed those documents, he was
19 competent?



20 A. To my knowledge, he was of sound mind and
21 body.

22 Q. Now, are you a medical expert?

23 A. I'm not.

24 Q. Are you aware of any other fraudulent activity
25 that took place in anything in the estate and trusts of

1 Simon Bernstein by yourself or your employees?

2 A. Are you referring back to the closing of your
3 mother's estate?

4 Q. I'm referring to any other --

5 A. -- we've talked about.

6 Q. So can you list those and then just say that's
7 all that you're aware of?

8 MR. ROSE: Objection. Cumulative.

9 THE COURT: Sustained.

10 BY MR. BERNSTEIN:

11 Q. Other than the fraud that you've admitted to
12 in the documents of Shirley, the Moran forged and
13 fraudulent waivers, the April 9th waiver that you and Si
14 signed stating he had all the waivers when he couldn't
15 have, are there any other frauds that you're aware of
16 that took place with these estate and trust documents?

17 A. Not to my knowledge.

18 Q. When you were first interviewed by the Palm
19 Beach County Sheriff with Kimberly Moran, did you notify
20 them at that first interview that you had fraudulently
21 altered a document?

22 MR. ROSE: Objection. Relevance.

23 THE COURT: Sustained.

24 BY MR. BERNSTEIN:

25 Q. When did you notify the sheriff that you



1 fraudulently altered a document?

2 MR. ROSE: Objection. Relevance.

 3 THE COURT: Sustained.

4 BY MR. BERNSTEIN:

5 Q. You have these exhibits. This will says
6 "conformed copy" on Exhibit 1 of their exhibits; is that
7 correct?

8 A. Yes, it does.

9 Q. Does a conformed copy have to have the clerk
10 of the court's signature on it?

11 A. Conformed copy would not be sent to the clerk
12 of the courts.

13 Q. Conformed copy -- okay.

14 Is that your signature on the document? This
15 is Exhibit 2, Shirley trust agreement, of the
16 plaintiff's exhibit book, 2, page 27.

17 A. Yes, it appears to be.

18 Q. It appears to be?

19 A. Yes.

20 Q. All right. And is that Traci Kratish's
21 signature?

22 A. She was there. I can't speak to her
23 signature.

24 Q. Did you witness her sign it?

25 A. I did.

1 Q. Okay. Is that my mom's signature on page 28?

2 A. Yes, it is.

3 Q. On this first amendment to Shirley's trust --

4 MR. BERNSTEIN: Exhibit 3, Your Honor, page 1
5 of 3, I guess. It's the first page in that
6 exhibit.

7 BY MR. BERNSTEIN:

8 Q. Is that document -- do you recall that
9 document?

10 A. Yes.

11 Q. Okay. And you recall the day it's signed and
12 notarized, allegedly?

13 A. November 18th, 2008.

14 Q. On the front page of that document, what day
15 is the document dated?

16 A. It's not dated.

17 Q. Is that typical and customary in your office?

18 A. Sometimes clients forget to put the date at
19 the top.

20 Q. You forget?

21 A. I said, sometimes clients forget to put the
22 date at the top.

23 Q. Well, did you check the document before making
24 it a part of a will and trust?

25 A. It was notarized as a self-proving document.

1 Q. Are you aware that Kimberly Moran's
2 notarization of the Simon trust has been found by the
3 Governor Rick Scott's notary public division to be
4 deficient?

5 MR. ROSE: Objection. Hearsay.

6 THE COURT: Sustained.

7 BY MR. BERNSTEIN:


8 Q. Are you aware of Kimberly Moran of your office
9 being contacted by the governor's office in relation to
10 these wills and trusts?

11 MR. ROSE: Objection. Hearsay.

12 THE COURT: Sustained.

13 What do I care if he's aware of that or not?
14 How does that help me decide the validity of these
15 documents?

16 MR. BERNSTEIN: Well, the governor's already
17 made a claim that --

 18 THE COURT: But you're asking the witness if
19 he's aware of. Are you aware the sky is blue right
20 now? It doesn't matter to me if he's aware of it
21 or not. Are you aware Rick Scott has started an
22 investigation of a moon landing? It doesn't matter
23 to me if he knows that or not. You asked him are
24 you aware of somebody from Rick Scott's office
25 doing something. It doesn't matter to me if he's

1 aware of that or not. I've got to figure out the
2 validity of these documents, so I need to know
3 facts about that, please. Any other questions of
4 the witness on that?

5 MR. BERNSTEIN: Yes.

6 BY MR. BERNSTEIN:

7 Q. Is that my father's signature?

8 A. I'm not an expert on your father's signature.
9 But if it's on his will, at the bottom of his will, that
10 must have been a copy that was obtained from the clerk
11 of the courts, because that will was filed, and we would
12 have conformed copies in our file, which would not have
13 his signature at the bottom. Apparently, it is.

14 Q. But it does say on the document that the
15 original will's in your safe, correct?

16 A. For your mother's document, it showed that.

17 Q. Oh, for my father's -- where are the originals
18 of my father's?

19 A. Your father's original will was deposited in
20 the court. As was your mother's.

21 Q. How many copies of it were there that were
22 original?

23 A. Only one original. I think Mr. Rose had
24 stated on the record that he requested a copy from the
25 clerk of the court of your father's original will, to

1 make a copy of it.

2 Q. Certified?

3 A. I'm not sure if he said it was certified or
4 not.

5 Q. Is that your signature on my father's will?

6 MR. BERNSTEIN: This is Exhibit 4, Your Honor,
7 Page 7.

8 THE WITNESS: Yes, it is.

9 BY MR. BERNSTEIN:

10 Q. Okay. Is that my father's signature?

11 A. Appears to be.

12 Q. Whose signature is that?

13 A. That's my signature.

14 Q. Oh, okay. So the only two witnesses you see
15 on this document are you and Kimberly Moran; is that
16 correct?

17 A. On that page.

18 Q. And both you and Kimberly Moran have had
19 misconduct in these cases?

20 MR. ROSE: Objection. Relevance.

21 THE COURT: Overruled. But it's cumulative.

22 MR. ROSE: It's cumulative.

23 THE COURT: How many times do I need to know
24 this?

25 MR. BERNSTEIN: What does that mean exactly,

1 cumulative? I don't get that. I'm sorry.

2 THE COURT: Let's say you hit me over the head
3 with a two-by-four. That's one time. If you do it
4 twice, that's cumulative. Cumulative's not
5 allowed.

6 MR. BERNSTEIN: That's an objection, is that
7 I've asked it --

8 THE COURT: Yes.

9 MR. BERNSTEIN: -- and it was answered? Is
10 that what it's kind of saying?

11 THE COURT: Yes, asked and answered. That's
12 another way of saying it.

13 MR. BERNSTEIN: Now I got it.

14 THE COURT: Asked and answered is a similar
15 way to say it.

16 MR. BERNSTEIN: Okay. Sorry.

17 BY MR. BERNSTEIN:

18 Q. Is that my father's signature, to the best of
19 your knowledge?

20 A. Appears to be, yes.

21 Q. And is that your signature?

22 A. Yes, it is.

23 Q. And here, did Kimberly Moran properly notarize
24 this document?

25 A. Kimberly did not notarize the document.

1 Q. Or Lindsay Baxley, did she check one -- either
2 the person was personally known or produced
3 identification?

4 A. No. This is what Mr. Rose had gone over
5 earlier.

6 Q. No, those, I believe, are in other documents
7 we'll get to.

8 So this notarization, as far as you can tell,
9 is incomplete?

10 MR. ROSE: Objection. Are we on Exhibit 2?

11 MR. BERNSTEIN: No.

12 THE COURT: We're on Exhibit 4, as far as I
13 recall.

14 MR. BERNSTEIN: He does not miss a thing.

15 Your Honor, page 8.

16 THE WITNESS: This is Si's documents.

17 MR. ROSE: Got it.

18 BY MR. BERNSTEIN:

19 Q. Okay. So on Simon's trust, weeks before he
20 dies, the notarization's improper?

21 A. This was the same document we spoke about
22 before. Yes, she did not circle "known to me,"
23 although...

24 Q. So she didn't know you or Simon?

25 A. No, she knew all of us. She just neglected to

1 circle "known to me."

2 Q. And that's one of the three functions of a
3 notary, to the best of your knowledge, to determine the
4 person is in the presence that day by some form of I
5 either know you or you gave me a license; is that
6 correct?

7 A. Yes.

8 Q. So your firm -- have you done anything since
9 knowing this document's improperly notarized to correct
10 it with the courts?

11 MR. ROSE: Objection. It misstates facts. He
12 didn't say it was improperly notarized.

13 THE COURT: Just state the objection, please.

14 MR. ROSE: Well, calls for a legal conclusion.

15 THE COURT: Sustained.

16 MR. MORRISSEY: Another objection. It
17 misstates the law.

18 THE COURT: Sustained.

19 BY MR. BERNSTEIN:

20 Q. Is that Lindsay -- oh, you can't answer that.

21 So, to the best of your ability, regarding
22 your signature, Kimberly or Lindsay Baxley has failed to
23 state that you either were known to her or produced
24 identification?

25 MR. ROSE: Objection. Cumulative.

1 THE COURT: Sustained.

2 MR. BERNSTEIN: Okay. We'll go on to
3 document 5.

4 BY MR. BERNSTEIN:

5 Q. Is that my father's initials, to the best of
6 your knowledge?

7 A. Appears to be, yes.

8 Q. Do these initials look similar to you, this
9 one on page 2, next to this one on page 3, next to that
10 thing on page 4?

11 A. Initials typically don't look perfect page to
12 page, and they don't necessarily look similar page to
13 page. I have seen clients execute a lot of documents,
14 and by the time they get to, you know, the second and
15 third document, their signatures and their initials do
16 not necessarily look --

17 Q. Look at page 13, for example. I mean, this is
18 almost -- if we go through page by page, tell me if you
19 see any that are even similar. On page -- let's start
20 back at the beginning, if that'll help you.

21 That? Do those look similar to you as you're
22 flipping through those?

23 A. Yeah, they have a lot of the same -- similar
24 ending marks. Your father's ending mark was that line.
25 I mean, it's on every single solitary page.

1 Q. Okay. So your testimony today is those are my
2 father's initials?

3 A. That they were.

4 Q. Okay.

5 A. I was there when he was...

6 Q. And you've looked at all of these, page 19,
7 page 20? Those look similar to what you're saying -- or
8 why don't you just look at them. If you go through them
9 all, they all look different. But okay.

10 A. They all look different, and they all look
11 consistent at the same time.

12 Q. Okay. Is that -- on page 24, is that my
13 father's signature?

14 A. Appears to be.

15 Q. Is that your signature?

16 A. Yes, it is.

17 Q. Okay. Now, this is another trust document
18 that Lindsay Baxley did that's supposed to be notarized,
19 a will and trust, I believe, and the amended and
20 restated.

21 Can you tell that Simon Bernstein was present
22 or produced -- or present that day by the notarization?

23 A. She again failed to mark that he was
24 personally known, but she worked for him.

25 Q. So these dispositive documents are improperly

1 notarized?

2 MR. ROSE: Objection. Cumulative. Legal
3 conclusion.

4 THE COURT: Sustained.

5 BY MR. BERNSTEIN:

6 Q. Okay. And then let's go to the first
7 amendment to Shirley Bernstein's trust. Is this a
8 document prepared --

9 MR. BERNSTEIN: Your Honor, that would be 6.

10 THE COURT: All right.

11 BY MR. BERNSTEIN:

12 Q. Is that a document prepared by your law firm?

13 A. Yes, it is.

14 Q. And do you see where it's, "Now therefore by
15 executing this instrument I hereby amend the trust
16 agreement as following"? And what is it -- what are the
17 numbering sequences there?

18 A. It says, I hereby delete a paragraph of
19 article --

20 Q. What number is that?

21 A. Paragraph B -- it's number 1.

22 Q. Okay. And what's Number 2?

23 MR. ROSE: Objection. Best evidence. It's in
24 evidence. And it's cumulative.

25 THE COURT: Two is in evidence, as is

1 paragraph one and paragraph three. And I've
2 read --

3 MR. BERNSTEIN: Oh, no. But Number 1, Your
4 Honor, take a look real quick. Number 1; there's
5 no Number 2.

6 THE COURT: The objection came on your next
7 question, and that was dealing with paragraph 2,
8 which says it's already in evidence. And it is.

9 MR. BERNSTEIN: No, no, not paragraph 2. Look
10 at down below. Under the "now therefore," there's
11 a Number 1, and I was asking him what Number 2
12 reads.

13 THE COURT: I know you were.

14 MR. BERNSTEIN: And there is no Number 2.

15 THE COURT: You've asked me to look at
16 Exhibit No. 6, right? Plaintiff's Exhibit 6 has,
17 under the therefore clause, a one, a two and a
18 three. Are you asking me to look at a different
19 document?

20 MR. BERNSTEIN: Can I approach?

21 THE COURT: Sure. All right. So that's a
22 different Number 6 than I have. So let's see your
23 Number 6.

24 MR. BERNSTEIN: What do I do on that?

25 THE COURT: That's not my decision.

1 MR. BERNSTEIN: That's his book, not my book,
2 just so you know.

3 THE COURT: Well, that Tab 6 is different than
4 my Tab 6. So there you go.

5 MR. BERNSTEIN: Okay. Well, which -- what do
6 I go off there?

7 THE COURT: I have no --

8 MR. BERNSTEIN: Can I submit that into
9 evidence?

10 THE COURT: I have no preference.

11 MR. BERNSTEIN: Okay. I'd like to submit
12 this, because I'm not sure if the other one is in
13 evidence wrong.

14 THE COURT: All right. Any objection?

15 MR. ROSE: Could I just see the book? Would
16 you mind?

17 THE COURT: Here, I'll show you my book. You
18 can look at that book and see what's going on.

19 And this will be a good time for us to take a
20 short break, and let you all straighten it out. So
21 we'll be back in session in 15 minutes. And then
22 we'll go to the bitter end. Each of you has about
23 60 minutes remaining.

24 MR. BERNSTEIN: Your Honor, when you say
25 "60 minutes remaining," we haven't got through all



1 the witnesses yet.

2 THE COURT: Well, we will have by the end of
3 60 minutes on each side.

4 This trial is over at five o'clock. I told
5 you when we started each of you has half of the
6 time; please use it wisely; use it as you wish.
7 I've tried to encourage both sides to be efficient.
8 When your time is gone, that's the end of the trial
9 for you.

10 MR. BERNSTEIN: Well, the case manager --

11 THE COURT: When their trial is gone --

12 MR. BERNSTEIN: At the case management, they
13 said it would take a day. I argued and said to you
14 it would take days. I mean, they've got
15 10 witnesses. I need to have all the people who
16 witnessed these documents here.

17 THE COURT: Remember when I said a moment ago
18 we're in recess? I was serious. Thanks. We'll go
19 back in session 15 minutes from now.

20 (A break was taken.)

21 THE COURT: We're ready to resume. Are there
22 any further questions for the witness on cross?

23 MR. BERNSTEIN: Okay. We were just working
24 out that 1, 2, 3, Exhibit No. 6, so that we get the
25 record straight.

1 THE COURT: Okay.

2 MR. BERNSTEIN: Shall I get a copy of yours,
3 you get a copy of mine? Or how do you want to do
4 that?

5 MR. ROSE: Your Honor, I tried to work it out.

6 THE COURT: Listen, I don't have any
7 preference as to how we do anything. You all tell
8 me how you've worked it out, and if I agree with
9 it, I'll accept it.

10 MR. ROSE: The copy that's been marked for the
11 witness, the copy in my book and the copy in your
12 book are all identical. I don't know what's in his
13 book, and he wouldn't show me his book on the
14 break.

15 THE COURT: Okay.

16 MR. ROSE: But I'm fine. It's a three-page
17 document. And if he wants to put it in evidence,
18 even though it's not operative, I have no
19 objection.

20 THE COURT: Okay. So are you putting
21 something into evidence?

22 MR. BERNSTEIN: Yeah. The one that I --

23 THE COURT: Have you showed it to the other
24 side yet? You can't put secret documents into
25 evidence, only after they've been seen by everyone.

1 Let's at least show it to the other side so they
2 know the document that's being proffered as an
3 exhibit. If they still have no objection, I'll
4 receive it as Defendant's 3.

5 MR. ROSE: This is in evidence already as
6 Exhibit No. -- as Plaintiff's No. 3.

7 MR. BERNSTEIN: So what's 6? So now I don't
8 even have the right 6 document.

9 MR. ROSE: The 6 that the witness has is three
10 pages. It's the same 6 that's in your book and
11 it's in my book. It's three consecutive pages of
12 the production from Tescher & Spallina law firm.
13 It has the inoperative first amendment as page 1,
14 then it has the operative first amendment as
15 page 2, and the signature page as page 3. It's the
16 same document in everybody's book. That's all I
17 can tell you.

18 THE COURT: Okay.

19 MR. BERNSTEIN: Your Honor, in my book, 3 and
20 6 are the identical documents --

21 THE COURT: Okay.

22 MR. BERNSTEIN: -- so I would need --

23 THE COURT: Are there any other questions of
24 the witness?

25 MR. BERNSTEIN: Well, I was going to ask him

1 questions on this document.

2 THE COURT: All right. Well, then, let's go.

3 MR. BERNSTEIN: Okay. I need a -- I don't
4 have the 6 that everybody else is referring to. My
5 sinks is the same as --

6 THE COURT: There you go. Take whatever you
7 need.

8 MR. BERNSTEIN: Okay. Thank you. I think we
9 missed 6. It's just short on 6.

10 THE COURT: All right. Then here's my Tab 6.

11 MR. BERNSTEIN: Thank you, sir.

12 THE COURT: The idea is to keep moving.

13 MR. BERNSTEIN: Okay. I'll move on. I'm
14 almost done here.

15 BY MR. BERNSTEIN:

16 Q. Okay. So on Exhibit 3, can you list the
17 numbers there?

18 MR. ROSE: Objection. Best evidence.
19 Cumulative.

20 THE COURT: Sustained.

21 You need to refer to which page. That's a
22 multi-page document, and both pages have numbered
23 paragraphs on them.

24 MR. BERNSTEIN: Page 1 of 2.
25

1 BY MR. BERNSTEIN:

2 Q. The Roman Numeral -- or the numerals, can you
3 give the sequence of those numbers?

4 A. One and three. It's skipping two.

5 Q. And this is a document you allege to be part
6 of the Shirley trust that you're claiming is valid?

7 A. That's the amendment that Shirley executed in
8 November of 2008.

9 Q. And would there be a reason why your law firm
10 numbers one, three?

11 MR. ROSE: Objection. Cumulative.

12 THE COURT: Overruled.

13 You can answer.

14 THE WITNESS: Human error.

15 BY MR. BERNSTEIN:

16 Q. Okay. But it is an error in the document that
17 you're claiming is valid Shirley trust?

18 A. It's a numbering error.

19 Q. In the document, you're claiming this is a
20 valid amendment, correct?

21 A. Correct.

22 Q. Okay. And then in number 6 from the judge,
23 what's the numbering sequence?

24 A. One, two, three.

25 Q. Okay. So you added in a number two?

1 A. Yes.

2 Q. Okay. How did you go about doing that?

3 A. There was a paragraph two inserted between one
4 and three.

5 Q. Well, the paragraph that's inserted between
6 one and three wouldn't fit there.

7 So what did you do?

8 A. The document was opened up and a paragraph was
9 inserted.

10 Q. Okay. So you increased the spacing on the
11 document, correct, by adding a number three, correct?

12 A. Adding number two, yes.

13 Q. By adding number two, correct.

14 Okay. So you actually had to alter the
15 chronology as it was placed on the document? You didn't
16 just put a number two there in between one and three?
17 You actually went and expanded the document with words
18 that were inserted by you fraudulently, right?

19 MR. ROSE: Objection. Argumentative.

20 Cumulative.

21 THE COURT: Sustained.

22 MR. BERNSTEIN: Okay.

23 MR. ROSE: Your Honor, the witness does have
24 the exhibits in front of him. If Mr. Bernstein
25 could be at the podium.

1 MR. BERNSTEIN: I don't know if he has all the
2 exhibits.

3 THE COURT: Well, do you have the exhibit that
4 I gave you from the Court's?

5 MR. BERNSTEIN: Oh, jeez.

6 THE COURT: Because I'd like to have it back
7 so that that doesn't get lost.

8 MR. BERNSTEIN: Okay. You gave me the one
9 with one, two, three.

10 Can I get a copy of this from the clerk?

11 THE BAILIFF: There is no clerk.

12 THE COURT: Can I have the document back,
13 please? He's not a clerk.

14 MR. BERNSTEIN: Marshall, sheriff, officer,
15 sir. Sorry about that.

16 THE COURT: He does not make copies.

17 MR. BERNSTEIN: Okay.

18 THE COURT: Thanks. Any other questions of
19 the witness? Your time is rapidly disappearing.

20 MR. BERNSTEIN: Just going through that.

21 THE COURT: And I think you said earlier you
22 have no objection to Plaintiff's 6 being received
23 as an exhibit?

24 MR. ROSE: Correct.

25 THE COURT: Okay.

1 MR. ROSE: Thank you.

2 THE COURT: Then it's in evidence as
3 Plaintiff's 6. I'm making it Plaintiff's 6, rather
4 than Defendant's 3, because it's already marked and
5 it's been referred to by that number.

6 (Plaintiff's Exhibit No. 6 was received into
7 evidence.)

8 BY MR. BERNSTEIN:

9 Q. Are these your notes?

10 A. No, they're not. Those are Don's.

11 Q. Do you know the date on that note?

12 A. 3/12/08.

13 Q. Did you take any notes in the meeting?

14 A. Those are my notes there.

15 Q. These are? Oh, so this is a compilation of
16 Don's and your notes?

17 A. Those are my notes, yes.

18 Q. And those were taken on that day?

19 A. Correct.

20 Q. Whose notes are those?

21 A. I just saw those for the first time today. I
22 believe they're your father's notes.

23 Q. How would you know those are my father's
24 notes?

25 A. Mr. Rose introduced that document earlier.

1 Q. Document 12, did it come from your offices?

2 A. I don't know where it came from.

3 Q. Did you Bates stamp this document as part of
4 your documents?

5 A. I don't recall ever seeing that document.

6 Q. And it doesn't have your Bates stamp from your
7 production, right?

8 A. Correct.

9 Q. You were supposed to turn over all your
10 records, correct?

11 MR. ROSE: Objection. He's testified it
12 wasn't in his --

13 THE COURT: What's the objection to the
14 question?

15 MR. ROSE: Cumulative.

16 THE COURT: Sustained.

17 MR. BERNSTEIN: All right. Your Honor, I'm
18 done.

19 THE COURT: All right. Thank you.

20 Is there any redirect?

21 MR. ROSE: Brief, Your Honor.

22 REDIRECT (ROBERT SPALLINA)

23 BY MR. ROSE:

24 Q. Assuming the documents are valid, they'll have
25 to be a later trial to determine the effect of Simon's

1 exercise of his power of appointment?

2 A. Yes.

3 Q. It doesn't have any direct bearing on whether
4 these five documents are valid?

5 A. No.

6 Q. And I take it you don't necessarily agree with
7 Mr. Tescher's view as expressed in his letter of
8 January 14th, 2014?

9 A. Again, I'm seeing that here. Surprised to see
10 that.

11 Q. The original documents, the wills, you
12 retained at all times of Shirley and Simon in your firm?

13 A. Prior to their death, yes.

14 Q. And that's consistent practice for a trust and
15 estate lawyer, to keep it in your will vault or in your
16 safe deposit box?

17 A. Yes. I would say most attorneys do that just
18 because there's only one original of the will, and very
19 often documents can get lost if clients take documents
20 home. So, typically, they're kept in a safe deposit box
21 or a safe or something like that, and left with the
22 attorney.

23 Q. I want to make sure I understand and the Court
24 understands what happened with the waiver forms.

25 While Simon was alive, he signed a petition

1 for discharge; is that correct?

2 A. Correct. April of '08.

3 Q. And --

4 MR. BERNSTEIN: What exhibit? Excuse me.

5 What number are we looking at?

6 MR. ROSE: None -- well, actually, it's in my
7 book. If you want to follow along, it's Tab 28.

8 But it's not in evidence.

9 BY MR. ROSE:

10 Q. And Simon also then filed a waiver of
11 accounting himself?

12 A. Correct.

13 Q. And is it necessary for Simon, even though
14 he's the personal representative, to sign a waiver of
15 accounting because he's a beneficiary?

16 A. I mean, we do it as a matter of course.

17 Q. And the signature of Simon Bernstein on
18 April 9th, that's genuinely his signature?

19 A. Can I see?

20 Q. Exhibit 28 is a petition that was filed with
21 the court. I'm going to just show you the exhibits.

22 Exhibit A says "Petition for discharge full waiver."

23 Is this a document you would have prepared for
24 Simon Bernstein to sign?

25 A. Yeah, our firm would prepare that.

1 Q. Okay. And it's a three-page document.

2 Is that Simon Bernstein's signature --

3 A. Yes, it is.

4 Q. -- April 9th, 2012?

5 A. Yes, he signed the document.

6 Q. And he was alive when he signed the document?

7 A. Yes, he was.

8 Q. Okay. Then he had to sign a waiver of
9 accounting, which he signed on the same day?

10 A. Correct.

11 Q. And you have a document waiver of accounting
12 on the next page signed by Eliot Bernstein on May 15th?

13 A. Correct.

14 Q. And there's no doubt that's Eliot's signature
15 because he's the one who emailed you the document,
16 correct?



17 A. And sent us the original by mail.

18 Q. Right. And we already have an exhibit which
19 is his email that sent you his waiver form?


20 A. Correct.

21 Q. And the waiver forms of Ted, Pam, Lisa and
22 Jill are all valid, signed by them on the date that they
23 indicated they signed it?

24 A. To the best of my knowledge, yes.

25 Q. So then these got submitted to the court.

1 Is there anything wrong with submitting waiver
2 forms to the court signed by Simon while he's alive
3 after he had passed away?

 4 A. Maybe we should have made a motion to, you
5 know, have a successor PR appointed and file the
6 documents through the successor PR.

7 Q. Were you trying to just save expenses because
8 there was nothing in the estate?

9 A. Correct.

10 Q. And if Judge Colin had not rejected -- or his
11 assistant had not rejected the documents, and the estate
12 was closed, it would have been closed based on
13 legitimate, properly signed documents of Simon and his
14 five children?

 15 A. Correct.

16 Q. So then they get kicked back to your law firm,
17 and you could file a motion and undertake some expense,
18 instead --

19 MR. BERNSTEIN: Object. This has been asked
20 and answered.

21 THE COURT: Sustained.

22 BY MR. ROSE:

23 Q. Now, does the fact that -- well, strike that.

24 At the time that Simon signed his 2012 will
25 and 2012 trust, had there been ever anyone question a

1 signature or a notarization of any document that had
2 been prepared by your law firm?

3 A. No, there was not.

4 Q. You didn't see anything or observe anything or
5 any behavior of Simon Bernstein during the course of any
6 meeting you had with him that would call into question
7 his competence or his ability to properly execute a
8 testamentary document?

9 A. We did not.

10 MR. ROSE: Nothing further, Your Honor.

11 THE COURT: All right. Thanks.

12 Thank you, sir. You can step down.

13 MR. ROSE: At this time, we would rest our
14 case.

15 THE COURT: Okay. Thank you.

16 Any evidence from the defendant's side?

17 MR. BERNSTEIN: Well, I'd like -- can I call
18 back Spallina?

19 THE COURT: If you want to call him as a
20 witness on your behalf, sure.

21 MR. BERNSTEIN: Yeah, sure.

22 THE COURT: All right. Mr. Spallina, you're
23 still under oath, and you're being called as a
24 defense witness now.

25 DIRECT EXAMINATION

1 BY MR. BERNSTEIN:

2 Q. Mr. Spallina, when Simon died on
3 September 12th -- or September 13th -- sorry -- 2012,
4 and you were responsible as his attorney to appoint Ted
5 as the successor, correct, you were in charge of his
6 wills and trusts?

7 THE COURT: You just asked three questions in
8 a row.

9 MR. BERNSTEIN: Oh, sorry.

10 THE COURT: Which question would you like the
11 witness to answer?

12 BY MR. BERNSTEIN:

13 Q. Okay. When Simon died, was Shirley's estate
14 closed?

15 A. No, it was not.

16 Q. Okay. Did you appoint a successor to Simon
17 who was the personal representative of Shirley on the
18 day he died?

19 A. I don't understand the question.

20 Q. Well, on the day Simon died, there was a
21 successor to him in the will, correct?

22 A. That's correct. Ted.

23 Q. Okay. Did you appoint Ted?

24 A. I did not appoint Ted. Si did.

25 Q. Si appointed Ted?

1 A. Si appointed Ted as a successor trustee under
2 the document -- I mean, Shirley appointed Ted as the
3 successor trustee to Si under the document.

4 Q. So Simon didn't appoint Ted?

5 A. Simon did not appoint Ted.

6 Q. Okay.

7 A. He was the named successor under your mother's
8 document.

9 Q. Okay. So when Simon died -- just so I get all
10 this clear, when Simon died, your law firm knew Ted was
11 the successor, correct?

12 A. That's correct.

13 Q. According to your story. Okay.

14 A. Under Shirley's documents, you're talking
15 about.

16 Q. Under the alleged Shirley document.

17 Okay. But yet did Simon then -- after he
18 died, did he not close the estate of Shirley while he
19 was dead?

20 MR. ROSE: Objection. Argumentative. It's
21 cumulative.

22 THE COURT: Sustained.

23 MR. ROSE: And I believe this whole line of
24 questioning's been covered ad nauseam in the first
25 cross-examination.

1 THE COURT: Well, it's important not to ask
2 the same thing over and over again. You have
3 finite time to work with.

4 MR. BERNSTEIN: Okay.

5 BY MR. BERNSTEIN:

6 Q. The estate of Shirley was closed in January,
7 correct, of 2013?

8 A. I don't recall, but it sounds -- it has to be
9 sometime after November.

10 Q. Okay. So it was closed by Simon, who was dead
11 at that time, correct?

12 MR. ROSE: Objection. Relevance.

13 THE COURT: Sustained.

14 BY MR. BERNSTEIN:

15 Q. Did Ted Bernstein close the Estate of Shirley
16 Bernstein as the successor personal representative?

17 A. No.

18 Q. Who closed the Estate of Shirley Bernstein?

19 A. The documents were filed with the court based
20 on the original petition that your father signed.

21 Q. Did you close the estate?

22 MR. ROSE: Objection. Relevance.

23 THE COURT: What's the relevance?

24 MR. BERNSTEIN: Well, I'm trying to figure out
25 who closed my mom's estate.

1 THE COURT: What's the relevance I've got to
2 figure out?

3 MR. BERNSTEIN: Okay. The documents, they
4 were bringing up these waivers. There's relevance
5 to this.

6 THE COURT: Well, I'll sustain the objection.

7 MR. BERNSTEIN: Okay.

8 BY MR. BERNSTEIN:

9 Q. On this petition for discharge that Mr. Rose
10 brought up on his cross -- and I can't remember where I
11 just pulled that -- I'm going to take a look. That
12 would be 28.

13 MR. BERNSTEIN: Can I admit this into
14 evidence, Your Honor, since I believe Mr. Rose
15 stated it wasn't?

16 THE COURT: You're just picking up a piece of
17 paper and walking up to me and saying, can I admit
18 this into evidence?

19 MR. BERNSTEIN: Well, they didn't admit it.


20 THE COURT: Is there a foundation laid for its
21 admissibility?

22 MR. BERNSTEIN: Yes.

23 THE COURT: Do I know what it is so that I can
24 make a ruling?

25 MR. BERNSTEIN: Oh. It's a petition for

1 discharge.

 2 THE COURT: Did anybody testify to that, or
3 are you just --

4 MR. BERNSTEIN: Yeah, he just did.

5 THE COURT: If you have a piece of paper you
6 want to have me consider as an exhibit, the other
7 side has to have seen it and the witness has to
8 have seen it so I'll know what it is.

9 MR. BERNSTEIN: Okay. They were just talking
10 about it.

11 MR. ROSE: Your Honor, just to speed things
12 along, we have no objection to this document coming
13 into evidence. It is part of our Exhibit 28. The
14 whole 28 could come in evidence. That's fine with
15 me. Then it would all be in evidence. Or however
16 you wish to do it.

17 THE COURT: I'm letting this party take charge
18 of his own case.

19 Are you asking that to be received as an
20 exhibit? There's no objection. So that'll be
21 Defendant's 3. Hand that up, and I'll mark it.

22 MR. BERNSTEIN: Thank you.

23 (Defendant's Exhibit No. 3 was received into
24 evidence.)

25

1 THE COURT: So are you done with it?

2 MR. BERNSTEIN: No. Can I use it still?

3 THE COURT: Anything that's supposed to be an
4 exhibit in evidence has to come back to me.

5 MR. BERNSTEIN: Gotcha.

6 BY MR. BERNSTEIN:

7 Q. Okay. On this document, it's a petition for a
8 discharge, a "full waiver," it says.

9 Was this document sent back to your firm as
10 not notarized by Judge Colin's office?

11 A. I'm not sure. I didn't get the documents
12 back.

13 Q. Is it notarized?

14 A. No, it's not.

15 Q. Did you sign as the notary?

16 MR. ROSE: Objection. Cumulative.

17 THE COURT: Overruled.

18 The question was, is it notarized? The answer
19 was no. Then you asked if -- somebody else, if
20 they'd sign, and then the witness if he signed as a
21 notary.

22 THE WITNESS: I signed it as the attorney for
23 the estate.

24 BY MR. BERNSTEIN:

25 Q. Okay. On April 9th with Simon Bernstein?

1 A. Yeah, it appears that way.

2 Q. Could it be another way?

3 A. It didn't -- this document did not require
4 that I witness Si's signature. So I believe that that
5 document was sent to Si, and he signed it, sent it back,
6 we signed it and filed it.

7 Q. So you sent it to Si, he signed it, then sent
8 it back, and you signed it all on April 9th?

9 A. It doesn't -- it's what day he signed it
10 that's relevant. He signed it on April 9th.

11 Q. And what day did you sign it?

12 A. I could have signed it April 11th.

13 Q. Well, where does it say April 11th?

14 A. My signature doesn't require a date. His
15 does.

16 Q. Why?

17 A. Just doesn't.

18 Q. Well, the date that the document says this
19 document's being signed on April 9th.

20 A. I did not sign that exhibit.

21 Q. Next question. On September 13, 2013, the
22 year after my father died, in Judge Martin Colin's
23 court, when he discovered this document, did he threaten
24 to read you your Miranda Rights, stating he had enough
25 evidence to read you Mirandas?

1 MR. ROSE: Objection. Relevance.

2 THE COURT: Sustained.

3 BY MR. BERNSTEIN:

4 Q. Did you deposit this document, this April 9th
5 full discharge, with the court?

6 A. Did I personally do it?

7 Q. Did your law firm?

8 A. No, the law firm did, yes.

9 Q. Okay. And on whose behalf?

10 MR. ROSE: Objection. Cumulative.

11 THE COURT: Sustained.

12 MR. ROSE: And relevance.

13 THE COURT: Sustained.

14 BY MR. BERNSTEIN:

15 Q. Simon was dead when this document was
16 deposited with the court, correct?

17 MR. ROSE: Objection. Cumulative. Relevance.

18 THE COURT: I've got that he is dead written
19 down here several times. It's clear in my mind.

20 You're not moving in a positive direction.

21 MR. BERNSTEIN: I understand that part.

22 THE COURT: All right. New question, please.

23 MR. BERNSTEIN: Okay.

24 BY MR. BERNSTEIN:

25 Q. Is this document sworn to and attested by my



1 father? Is it a sworn statement? Does it say "under
2 penalties of perjury"?

3 A. It does.

4 Q. Okay. So under penalties of perjury, on
5 April 9th, my father and you signed a document, it
6 appears, that states that Simon has fully administered
7 the estate.

8 Was that done?

9 A. Yes, it was.

10 Q. He had settled the estate, made dispositions
11 of all claims of Shirley's estate?

12 A. He was the only beneficiary of the estate.
13 The creditor period had passed.

14 Q. He was the only beneficiary of the will?

15 A. He was the only beneficiary of the will if
16 he -- that's if he survived your mother.

17 Q. Did you say earlier that the five children
18 were tangible personal property devisees or
19 beneficiaries under the will?

20 A. I did not. I said your father was the sole
21 beneficiary of your mother's estate by virtue of
22 surviving her.

23 Q. I thought you mentioned -- can I take a look
24 at the will?

25 Okay. On Simon's will, which is Exhibit 4

1 here --

2 A. This is your mother's will we're talking
3 about.

4 Q. Well, hold on. Well, you did state there were
5 mirror documents, correct, at one point? That's okay.
6 I'll proceed. That part seems to be in error.

7 Does the document say, "I, Shirley Bernstein,
8 of Palm Beach County, Florida hereby revoke all of my
9 prior wills and codicils and make this will my spouse's
10 assignment. My children are Ted, Pam -- Pamela Simon,
11 Eliot Bernstein, Jill Iantoni and Lisa Friedstein"?

12 MR. ROSE: Objection. Best evidence and
13 cumulative.

14 THE COURT: Sustained.

15 MR. BERNSTEIN: Okay.

16 BY MR. BERNSTEIN:

17 Q. Was there a separate written memorandum
18 prepared for this will?

19 A. No, there was not.

20 Q. And if Simon didn't survive, the property
21 would be going to the children, correct?

22 MR. ROSE: Objection.

23 THE WITNESS: Correct.

24 MR. ROSE: Best evidence and cumulative.

25 THE COURT: Sustained.

1 MR. BERNSTEIN: What was -- I missed that.

2 Can I not ask him that question I just asked?

3 THE COURT: I sustained the objection. You
4 can ask a new question of him.

5 MR. BERNSTEIN: Okay.

6 BY MR. BERNSTEIN:

7 Q. Is there any chance that the children could be
8 beneficiaries of anything under this will?

9 A. Not at the time of your mother's death. Your
10 father survived.

11 Q. So at the time of her death, you're saying
12 that -- if they both died together, would the
13 children --

14 MR. ROSE: Objection. Relevancy.

15 BY MR. BERNSTEIN:

16 Q. -- be beneficiaries?

17 THE COURT: Sustained.

18 MR. BERNSTEIN: Okay. I'm done with him.

19 MR. ROSE: No questions.

20 THE COURT: Okay. Thank you. You can step
21 down now.

22 Next witness, please.

23 MR. BERNSTEIN: My next witness, are you
24 saying?

25 THE COURT: If you have another witness, now's

1 the time to call him or her.

2 MR. BERNSTEIN: Okay. Ted Bernstein -- well,
3 one second.

4 Is Kimberly Moran, your witness, here? Is
5 Kimberly Moran, an exhibited witness, here,
6 Mr. Rose?

7 THE COURT: Listen, it's your case. I've
8 asked if you have any other witnesses. Do you have
9 any other witnesses?

10 MR. BERNSTEIN: No, I don't. I was going to
11 call some of their witnesses, but they're not here.

12 THE COURT: Okay. So you aren't going to call
13 anybody?

14 MR. BERNSTEIN: Yes, I'm going to call Ted
15 Bernstein.

16 THE COURT: Well, that's a witness, right?

17 MR. BERNSTEIN: Yeah, yeah. I just was
18 looking for the other ones on the witness list. I
19 didn't know if they were sitting outside.

20 Thereupon,

21 (TED BERNSTEIN)

22 having been first duly sworn or affirmed, was examined
23 and testified as follows:

24 THE WITNESS: I do.

25 DIRECT EXAMINATION

1 BY MR. BERNSTEIN:

2 Q. Ted --

3 THE COURT: You've got to ask the witness his
4 name. The record needs to reflect who's
5 testifying.

6 MR. ROSE: And could I just ask that he stay
7 at the podium?

8 THE COURT: Okay. You need to stay near the
9 microphone so that I can hear and the court
10 reporter can accurately hear you. And then if you
11 need to go up to the witness stand for some reason,
12 you're allowed to do that.

13 BY MR. BERNSTEIN:

14 Q. State your name for the record.

15 A. Ted Bernstein.

16 Q. Is that your full formal name?

17 A. That is.

18 Q. Do you go by Theodore Stuart Bernstein ever?

19 A. I do not.

20 Q. Okay. Is that your name on your birth
21 certificate?

22 A. Which one?

23 Q. Theodore Stuart Bernstein?

24 A. It is not.

25 Q. Okay. Ted, you were made aware of Robert

1 Spallina's fraudulent alteration of a trust document of
2 your mother's when?

3 A. I believe that was in the early 2013 or '14.

4 Q. Okay. And when you found out, you were the
5 fiduciary of Shirley's trust, allegedly?

6 A. I'm not sure I understand the question.

7 Q. When you found out that there was a fraudulent
8 altercation [sic] of a trust document, were you the
9 fiduciary in charge of Shirley's trust?

10 A. I was trustee, yes. I am trustee, yes.

11 Q. And your attorneys, Tescher and Spallina, and
12 their law firm are the one who committed that fraud,
13 correct, who altered that document?

14 A. That's what's been admitted to by them,
15 correct.

16 Q. Okay. So you became aware that your counsel
17 that you retained as trustee had committed a fraud,
18 correct?

19 A. Correct.

20 Q. What did you do immediately after that?

21 A. The same day that I found out, I contacted
22 counsel. I met with counsel on that very day. I met
23 with counsel the next day. I met with counsel the day
24 after that.

25 Q. Which counsel?

1 A. Alan Rose.

2 Q. Oh. Okay. So he was -- so Tescher and
3 Spallina were your counsel as trustee, but Alan Rose
4 became that day?

5 A. I'm not sure when, but I consulted him
6 immediately. You asked me when.

7 MR. ROSE: Can I caution the witness that it's
8 fine to say who he consulted with. I think the
9 advice was the attorney-client privilege I would
10 instruct him on.

11 THE COURT: All right. The attorney-client
12 privilege is available, and your client is on the
13 stand. Counsel's reminding him that it exists.

14 Are there any other questions? What is the
15 time period that you're asking about here?

16 MR. BERNSTEIN: Right after he discovered that
17 there had been a fraudulent, invalid will created.

18 THE COURT: Right. And you're asking him what
19 he did afterwards?

20 MR. BERNSTEIN: Right afterwards.

21 THE COURT: Okay. Have your mother and father
22 both passed away at the time you're asking him
23 that?

24 MR. BERNSTEIN: Correct.

25 THE COURT: So the validity of the documents

1 that I've got to figure out won't have anything to
2 do with the questions you're asking him now about
3 his actions at trustee, will they?

4 MR. BERNSTEIN: Yes.

5 THE COURT: Tell me how.

6 MR. BERNSTEIN: Okay. Because, Your Honor,
7 when he found out that there was fraud by his
8 attorneys that he retained, the question is, what
9 did they do with those documents? Did he come to
10 the court to correct --

11 THE COURT: The question you're asking him is
12 what did he do.

13 MR. BERNSTEIN: Yeah.

14 THE COURT: Well, that doesn't tell me
15 anything about what the attorneys did. So I'll
16 sustain my own objection. I want to keep you on
17 track here. You're running out of time, and I want
18 you to stay focused on what I've got to figure out.
19 You've got a lot more on your mind than I do. I
20 explained that to you earlier. Do you have any
21 other questions on the issues that I've got to
22 resolve at this point?

23 MR. BERNSTEIN: Yeah.

24 BY MR. BERNSTEIN:

25 Q. Have you seen the original will and trust of

1 your mother's?

2 A. Can you define original for me?

3 Q. The original.

4 A. The one that's filed in the court?

5 Q. Original will or the trust.

6 A. I've seen copies of the trusts.

7 Q. Have you done anything to have any of the
8 documents authenticated since learning that your
9 attorneys had committed fraud in altering dispositive
10 documents that you were in custody of?

11 MR. ROSE: Objection. Relevance.

12 THE COURT: Overruled.

 13 THE WITNESS: I have not.

14 BY MR. BERNSTEIN:


15 Q. So you as the trustee have taken no steps to
16 validate these documents; is that correct?

17 A. Correct.

18 Q. Why is that?

19 A. I'm not an expert on the validity of
20 documents.

21 Q. Did you contract a forensic analyst?

 22 A. I'm retained by counsel, and I've got counsel
23 retained for all of this. So I'm not an expert on the
24 validity of the documents.

25 Q. You're the fiduciary. You're the trustee.

1 You're the guy in charge. You're the guy who hires your
2 counsel. You tell them what to do.

3 So you found out that your former attorneys
4 committed fraud. And my question is simple. Did you do
5 anything, Ted Bernstein, to validate these documents,
6 the originals?

7 THE COURT: That's already been answered in
8 the negative. I wrote it down. Let's keep going.

9 MR. BERNSTEIN: Okay.

10 BY MR. BERNSTEIN:

11 Q. As you sit here today, if the documents in
12 your mother's -- in the estates aren't validated and
13 certain documents are thrown out if the judge rules them
14 not valid, will you or your family gain or lose any
15 benefit in any scenario?

16 A. Can you repeat that for me, please? I'm not
17 sure I'm understanding.

18 Q. If the judge invalidates some of the documents
19 here today, will you personally lose money, interest in
20 the estates and trusts as the trustee, your family, you?

21 A. I will not.

22 Q. Your family?

23 A. My -- my children will.

24 Q. So that's your family?

25 A. Yes.

1 Q. Okay. So do you find that as a fiduciary to
2 be a conflict?

3 MR. ROSE: Objection.

4 THE WITNESS: No.

5 MR. ROSE: I think it calls for a legal
6 conclusion.

7 THE COURT: Sustained.

8 BY MR. BERNSTEIN:

9 Q. Well, would it matter to you one way or the
10 other how these documents are validated?

11 A. What would matter to me would be to follow the
12 documents that are deemed to be valid and follow the
13 court orders that suggest and deem that they are valid.
14 That would be what I would be charged to do.

15 Q. So you can sit here today and tell me that the
16 validity of these documents, even though your family
17 will lose 40 percent, has no effect on you?

18 A. It has no effect on me.

19 Q. Okay. And you don't find that to be adverse
20 to certain beneficiaries as the trustee?

21 MR. ROSE: Objection. Calls for a legal
22 conclusion.

23 THE COURT: Well, what difference does it make
24 to me? I mean, what he thinks about his role is
25 just not relevant to me.

1 MR. BERNSTEIN: Well, Your Honor --

2 THE COURT: So the next question, please.

3 That's not relevant.

4 BY MR. BERNSTEIN:

5 Q. So in no way have you tried to authenticate
6 these documents as the trustee?

7 THE COURT: He has already said that. That's
8 the third time you've asked it, at least. And I've
9 written it down. It's on my papers.

10 MR. BERNSTEIN: Okay. I'll let it go. I'll
11 let him go today.

12 THE COURT: Okay. You have no further
13 questions of the witness.

14 Is there any cross?

15 MR. ROSE: Briefly.

16 CROSS (TED BERNSTEIN)

17 BY MR. ROSE:

18 Q. You did a few things to authenticate the
19 documents, didn't you? You filed a lawsuit?

20 A. Yes.

21 Q. In fact, we're here today because you filed a
22 lawsuit to ask this judge to determine if these five
23 documents are valid, correct?

24 A. That's correct.

25 Q. And you fired Mr. Tescher and Spallina on the

1 spot?

2 A. Correct.

3 Q. Called the bar association?

4 A. The next business day.

5 Q. You consulted with counsel, and we retained
6 additional probate counsel over the weekend?

7 A. We did.

8 Q. So as far as authenticating the documents, you
9 personally believe these are genuine and valid
10 documents, right?

11 A. I do.

12 Q. And you, in fact, were in your office the day
13 your father signed them?

14 A. That's correct.

15 Q. And witnessed Mr. Spallina and the notary
16 coming to the office to sign the documents?

17 A. Yes, that's right.

18 Q. And you had been on a conference call with
19 your father, your brother and your three sisters where
20 your father told you exactly what he was going to do?

21 A. That is also correct.

22 Q. And the documents that we're looking at today
23 do exactly what your father told everybody, including
24 your brother, Eliot, he was going to do on the
25 conference call in May of 2012?


1 A. Yes, that is correct also.

2 Q. Now, I think you were asked a good question.

3 Do you care one way or the other how these
4 documents are decided by the Court?

5 A. Absolutely not.

6 Q. Did you care when your father or mother made a
7 document that did not specifically leave any money to
8 you?

 9 A. I did not.

10 Q. Now, did you care for anybody other than
11 yourself?

12 A. I cared for the -- for the sake of my
13 children.

14 Q. And why did you care for the sake of your
15 children?

16 A. My parents had a very good relationship with
17 my children, and I did not want my children to
18 misinterpret what the intentions of their grandparents
19 were and would have been. And for that reason, I felt
20 that it would have been difficult for my children.

21 Q. Did you ever have access to the original will
22 of your father or mother that were in the Tescher &
23 Spallina vaults?

24 A. I have no access, no.

25 Q. Did you ever have access to the original

1 copies of the trusts that Mr. Spallina testified were
2 sitting in their firm's file cabinets or vaults?

 3 A. I did not.

4 Q. Now, did you find in your father's possessions
5 the duplicate originals of the trusts of him and your
6 mother that we've talked about?

 7 A. I did.

8 Q. And do you have any reason to believe that
9 they aren't valid, genuine and signed by your father on
10 the day that he -- your father and your mother on the
11 days that it says they signed them?

 12 A. None whatsoever.

13 Q. You need to get a ruling on whether these five
14 documents are valid in order for you to do your job as
15 the trustee, correct?

16 A. Yes, that is correct.

17 Q. Whichever way the Court rules, will you follow
18 the final judgment of the Court and exactly consistent
19 with what the documents say, and follow the advice of
20 your counsel in living up to the documents as the Court
21 construes them?

22 A. Always. A hundred percent.

23 MR. ROSE: Nothing further, sir.

24 THE COURT: All right. Thank you.

25 Is there any redirect?

1 REDIRECT (TED BERNSTEIN)

2 BY MR. BERNSTEIN:

3 Q. You just stated that you came to the court and
4 validated the documents in this hearing today; is that
5 correct?

6 MR. ROSE: Objection. It mis --

7 BY MR. BERNSTEIN:

8 Q. You filed a motion to validate the documents
9 today?

10 THE COURT: Wait. You've got to let me rule
11 on the objection.

12 MR. BERNSTEIN: Oh, sorry. I don't hear any
13 objection.

14 THE COURT: I'll sustain the objection.

15 BY MR. BERNSTEIN:

16 Q. Okay. Since -- did you file a motion that
17 we're here for today for validity?

18 A. Explain motion.

19 Q. A motion with the court for a validity hearing
20 that we're here at right now.

21 A. Do you mean the lawsuit?

22 Q. Well, yeah.

23 A. Yes, we did file a lawsuit, yes.

24 Q. Okay. Do you know when you filed that?

25 A. No. I don't know, Eliot. I don't know when I

1 filed it. I don't have it committed to memory.

2 Q. Do you have an idea?

3 MR. ROSE: Objection. I think the court file
4 will reflect when the case was filed.

5 THE COURT: Overruled.

6 The question was answered, I don't know. Next
7 question.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

10 Q. Prior to filing this lawsuit, Mr. Rose said
11 you couldn't do anything because you didn't know if the
12 documents were valid.

13 My question is, did you do anything from the
14 time you found out the documents might not be valid and
15 needed a validity hearing to today at this validity
16 hearing?

17 MR. ROSE: Objection. Relevance.

18 THE COURT: What's the relevance?

19 MR. BERNSTEIN: Well, he knew about these
20 documents being fraudulent for X months.

21 THE COURT: What will that help me decide on
22 the validity of the five documents?

23 MR. BERNSTEIN: Why, Your Honor, they didn't
24 come to the court knowing that they needed a
25 validity hearing, and instead disposed and

1 disbursed of assets while they've known all this
2 time --

3 THE COURT: I'll sustain the objection.

4 I'm not called to rule upon that stuff. I'm
5 called to rule upon the validity of these five
6 paper documents. That's what I'm going to figure
7 out at the end of the day.


8 BY MR. BERNSTEIN:

9 Q. Mr. Rose asked you if you found documents and
10 they all looked valid to you, and you responded yes.

11 Are you an expert?

12 A. I am not.

13 Q. Can you describe what you did to make that
14 analysis?

 15 A. They looked like they were their signatures on
16 the documents. I had no reason whatsoever to think
17 those weren't the documents that were their planning
18 documents. I had no reason at all to think that.

19 Q. Even after your hired attorneys that were
20 representing you admitted fraud, you didn't think there
21 was any reason to validate the documents?

22 MR. ROSE: Objection. Argumentative.

23 THE COURT: Sustained.

24 BY MR. BERNSTEIN:

25 Q. Did you find any reason to validate these

1 documents forensically?

2 A. I think I answered that by saying that we
3 filed a lawsuit.

4 Q. No, I'm asking you to have a
5 forensic -- you're the trustee. And as a beneficiary --
6 to protect the beneficiaries, do you think you should
7 validate these documents with a handwriting expert due
8 to the fact that we have multiple instances of fraud by
9 your counsel who were acting on your behalf?

10 MR. ROSE: Objection. Cumulative and
11 argument.

12 THE COURT: The question is, does he think
13 something. I've already told you when you ask a
14 question do you think, I stop listening. It's not
15 relevant what the witness thinks.

16 So I'll sustain the objection.

17 BY MR. BERNSTEIN:

18 Q. As a trustee, would you find it to be your
19 fiduciary duty upon learning of document forgeries and
20 frauds by your counsel to have the dispositive documents
21 you're operating under validated by a professional
22 handwriting expert, forensic expert, et cetera?

23 MR. ROSE: Objection. Cumulative.

24 THE COURT: Sustained.

25

1 BY MR. BERNSTEIN:

2 Q. Do you think these documents should be
3 validated -- you're the trustee.

4 Do you think these documents should be
5 validated by a professional firm forensically?

6 MR. ROSE: Objection. Cumulative.

7 THE COURT: It's not relevant. You just asked
8 him if he thinks he should have had them validated.
9 I don't care what he thinks. In making my
10 decisions today, what he thinks he should have done
11 or not done isn't relevant. I'm looking for facts.
12 So I really wish you would address your questions
13 to facts.

14 BY MR. BERNSTEIN:

15 Q. So, to the best of your knowledge, have these
16 documents been forensically analyzed by any expert?

17 MR. ROSE: Objection. Cumulative.

18 THE COURT: No, they are not. I already know
19 that. I wrote it down. He's already said they've
20 not been.

21 MR. BERNSTEIN: Okay.

22 BY MR. BERNSTEIN:

23 Q. Ted, when your father signed, allegedly, his
24 2012 documents in July, were you aware of any medical
25 problems with your father?

1 A. I don't think so.

2 Q. Were you aware that I took him for a biopsy of
3 his brain?

4 A. I'm not aware of that, no.

5 Q. Were you aware of the headaches he was
6 suffering that caused him to go for a biopsy of his
7 brain?

8 A. I don't believe he had a biopsy of his brain.
9 But if he did, then I'm not aware of it.

10 Q. Oh, okay. Were you aware of headaches your
11 father was suffering?

12 A. I recall he was having some headaches.

13 Q. Were you aware that he was seeing a
14 psychiatrist?

15 A. Yes.

16 Q. Were you aware of the reasons he was seeing a
17 psychiatrist?

18 A. Absolutely not.

19 Q. Were you ever in the psychiatrist's office
20 with him?

21 A. Yes.

22 Q. For what reason?

23 A. I wanted to have a conversation with him.

24 Q. About?

25 A. About some personal issues that I wanted to

1 discuss with him.

2 Q. Personal issues such as?

3 MR. ROSE: Can I get clarification? Are you
4 talking about you wanted to -- he may have a
5 privilege.

6 You were discussing Simon's issues or your own
7 personal issues?

8 THE WITNESS: They were both intertwined
9 together.


10 MR. ROSE: I think it's subject to a
11 privilege.

12 THE COURT: All right. Well, you've been
13 warned by your attorney you've got a
14 psychologist-client privilege, so use it as you
15 will.

16 MR. BERNSTEIN: He's not a client of the
17 psychiatrist, I don't think.

18 THE COURT: I beg to differ with you.

19 MR. BERNSTEIN: Oh, he is?

 20 THE COURT: Because the answer just clarified
21 that he was in part seeking to be a client. Did
22 you listen to his clarification of his answer?

23 MR. BERNSTEIN: No.

24 THE COURT: Well, I did very closely.

25 MR. BERNSTEIN: What was it?

1 THE COURT: Next question, please.

2 MR. BERNSTEIN: Okay. I'll just see it on the
3 transcript.

4 BY MR. BERNSTEIN:

5 Q. Were you aware of any medical conditions,
6 depression, anything like that your father was
7 experiencing prior to his death?



8 A. I never found our father to suffer from any
9 kind of depression or anything like that during his
10 lifetime.

11 Q. So after your mother died, he wasn't
12 depressed?



13 A. No.

14 MR. ROSE: Could I again ask Mr. Bernstein to
15 step to the podium and not be so close to my
16 client?

17 THE COURT: If you speak into the microphone,
18 it'll be even more easy to hear your questions.

19 Thank you.

20 BY MR. BERNSTEIN:

21 Q. So, according to you, your father's state of
22 mind was perfectly fine after his wife died of -- a
23 number of years --

24 A. I didn't say that.

25 Q. Okay. He wasn't depressed?

1 A. That's what I said.

2 Q. Were you aware of any medications he was on?

3 A. I was, yes.

4 Q. Such as?

5 A. From time to time, he would take something for
6 your heart when you would have angina pains. But that
7 he was doing for 30 years, for a good 30 years, that I
8 knew dad was taking, whatever that medicine is when you
9 have some chest pain.

10 Q. Did you have any problems with your father
11 prior to his death?

12 MR. ROSE: Objection. Relevance.

13 THE COURT: The question is, did you have any
14 problems with your dad before he died?

15 I'll sustain the objection.

16 BY MR. BERNSTEIN:

17 Q. Are you aware of any problems between you and
18 your father that were causing him stress?

19 MR. ROSE: Objection. Relevance.

20 THE COURT: Sustained.

21 BY MR. BERNSTEIN:

22 Q. Were you aware that your father was changing
23 his documents allegedly due to stress caused by certain
24 of his children?

25 A. No.

1 Q. Were you on a May 10th phone call?

2 A. Yes.

3 Q. In that phone call, did your father --

4 MR. ROSE: Objection. It's beyond the
5 scope -- well --

6 MR. BERNSTEIN: It has to do with the changes
7 of the documents and the state of mind.

8 THE COURT: Do you have a question you want to
9 ask? He's withdrawn whatever he was saying, so you
10 can finish your question.

11 BY MR. BERNSTEIN:

12 Q. Okay. So on May 10th, at that meeting, your
13 father stated that he was having trouble with certain of
14 his children, and this would solve those problems.

15 Are you aware of that?

16 A. No, I don't -- not from the way you're
17 characterizing that phone call.

18 Q. Well, how do you characterize that?

19 A. He wanted to have a conversation with his five
20 children about some changes he was making to his
21 documents.

22 Q. And you had never talked to him about the
23 changes, that your family was disinherited?

24 A. No.

25 Q. Prior to that call?

1 A. No.

2 Q. When did you learn that you were disinherited?

3 A. I think when I first saw documents with --
4 maybe after dad -- once dad passed away.

5 Q. Were you aware of the contact with your sister
6 Pam regarding her anger at your father for cutting both
7 of you out of the will?

8 A. I'm aware of that.

9 Q. So that was before your father passed?

10 A. Excuse me. Can you ask -- say the end of that
11 sentence again.

12 MR. BERNSTEIN: Can you read that back?

13 (A portion of the record was read by the
14 reporter.)

15 THE WITNESS: I'm sorry. You asked me a
16 question, and I had answered too quickly. What was
17 the end of the question prior to that?

18 (A portion of the record was read by the
19 reporter.)

20 THE WITNESS: I'm aware that she was angry
21 with him about how -- that he -- she was not in his
22 documents.

23 BY MR. BERNSTEIN:

24 Q. You didn't learn right there that you weren't
25 in the documents?



1 A. I can't remember if it was then or if it was
2 when dad died.

3 Q. Well, this is very important so can you think
4 back to that time.

5 While your father was alive, did I invite you
6 to a Passover holiday at my home?

7 MR. ROSE: Objection. Relevance.

8 THE WITNESS: I don't recall.

9 MR. BERNSTEIN: Okay.

10 THE COURT: What's the relevance?

11 MR. BERNSTEIN: Well, it's relevance to the
12 state of mind my dad was in while --

13 THE COURT: Well, you're asking did this guy
14 get invited to your home. You didn't ask about
15 your dad, so I'll sustain the objection.

16 BY MR. BERNSTEIN:

17 Q. Okay. Did you get invited to a Passover
18 dinner at my home that your father was attending?

19 A. I don't recall the circumstances of
20 what -- whatever it is you're referring to.

21 Q. Do you recall saying you wouldn't come to the
22 Passover dinner?

23 MR. ROSE: Objection. Relevance.

24 THE COURT: Sustained.

25

1 BY MR. BERNSTEIN:

2 Q. Do you recall writing me a email that stated
3 that your family was dead for all intensive [sic]
4 purposes?

5 MR. ROSE: Objection. Relevance.

6 THE COURT: What's the relevance to the
7 validity of these documents?

8 MR. BERNSTEIN: If Si was in the right state
9 of mind or if he was being, you know, forced at a
10 gun to make these changes by children who had --

11 THE COURT: Your question asked this witness
12 if he wrote you a letter that said his family was
13 dead for all intents and purposes. What's that got
14 to do with the validity of these documents?

15 MR. BERNSTEIN: Well, it establishes Simon's
16 state of mind.

17 THE COURT: Okay. I'll sustain the objection.

18 MR. BERNSTEIN: Okay. All right. Well, then,
19 I'm all done then.

20 THE COURT: All right.

21 Is there any cross?

22 MR. ROSE: I already crossed.

23 THE COURT: Oh, that's true. So you're all
24 set. You're done. Thank you.

25 Next witness, please.

1 MR. BERNSTEIN: Alan Rose.

2 MR. ROSE: I object. Improper.

3 THE COURT: You've got 11 minutes yet.

4 MR. BERNSTEIN: Well, he's a witness to the
5 chain of custody in these documents.

6 THE COURT: Well, you can call anybody you
7 want. I just wanted you to know how much time you
8 had left.

9 MR. BERNSTEIN: Oh, okay.

10 MR. ROSE: He wants to call me, and I object
11 to being called as a witness.

12 THE COURT: Okay.

13 MR. ROSE: I don't think that's proper.

14 THE COURT: I don't think that's proper to
15 call an attorney from the other side as your
16 witness. So I accept the objection. Anybody else?

17 MR. BERNSTEIN: Your Honor, I would agree with
18 that normally --

19 THE COURT: Well, thanks.

20 MR. BERNSTEIN: -- but there's a small
21 problem. The chain of custody we're trying to
22 follow in these documents for other reasons, other
23 criminal reasons, is Mr. Rose has pertinent
24 information to; meaning, he claims to have
25 discovered some of these documents and taken them



1 off the property.

2 THE COURT: I thought you said you wanted a
3 chain of custody?

4 MR. BERNSTEIN: Right. Meaning --

5 THE COURT: Well, the chain of custody to me
6 means the chain of custody after the time they were
7 executed.

8 MR. BERNSTEIN: Right.

9 THE COURT: All right. He wasn't around when
10 they were executed.

11 MR. BERNSTEIN: No, but he found documents
12 that are being inserted into this court case as
13 originals, second originals that he found
14 personally, and wrote a letter stating, I just
15 happened to find these documents in Simon's home --

16 THE COURT: Well, I'm going to sustain the
17 objection to you calling him as a surprise witness.
18 He's a representative of your own. Do you have any
19 other witnesses?

20 MR. BERNSTEIN: No. I'm good.

21 THE COURT: Okay. So you rest?

22 MR. BERNSTEIN: I rest.

23 THE COURT: Okay. Is there any rebuttal
24 evidence from the plaintiff's side?

25 MR. ROSE: No, sir.



1 THE COURT: Okay. So the evidence is closed.
2 We'll have time for brief closing arguments. And
3 I'll take those now. Let me hear first from the
4 plaintiff's side.

5 MR. ROSE: I'm sorry. Did you say it was time
6 for me to speak?

7 THE COURT: Yes. I'm taking closing arguments
8 now.

9 MR. ROSE: Okay. Thank you. May it please
10 the Court.

11 We're here on a very narrow issue. And
12 we -- you know, I apologize to the extent I put on
13 a little bit of background. We've had an extensive
14 litigation before Judge Colin. This is our first
15 time here. And if any of my background bored you,
16 I apologize.

17 There are five documents that are at issue,
18 which we talked about before we started; the 2008
19 will and trust of Shirley Bernstein, as well as the
20 amendment that she signed, and then the 2012 will
21 and trust of Simon Bernstein.

22 So the uncontroverted evidence that you've
23 heard was from Robert Spallina, who is an attesting
24 witness to the documents and he was a draftsman of
25 the documents.

1 I don't believe it's directly relevant to your
2 inquiry, but you certainly heard evidence that what
3 Simon Bernstein intended and what he communicated
4 were his wishes; the exercise of a power of
5 appointment through a will, the changing of the
6 beneficiaries of his trust document by way of an
7 amended and restated 2012 document, to give his
8 money -- leave his wealth to his ten grandchildren.
9 The final documents as drafted and signed are
10 consistent with what.

11 But what we're here to decide is, are these
12 documents valid and enforceable? And there are
13 self-proving affidavits attached to the documents.
14 And by themselves, if you find the self-proving
15 affidavits to be valid, then the wills themselves
16 are valid and enforceable.

17 Now, the only question that's been raised as
18 to the self-proving affidavit is an issue with
19 notarization. And we have two cases to cite to the
20 Court on the notarization issue. One is from the
21 Florida Supreme Court called The House of Lyons,
22 and one is from a sister court in the State of
23 North Carolina.

24 THE COURT: Just a second.

25 Sir, would you just have a seat. You're

1 making me nervous.

2 MR. BERNSTEIN: Sure.

3 THE COURT: Thanks.

4 MR. BERNSTEIN: Just aching.

5 THE COURT: Well, I understand. But just have
6 a seat. That'll be better. Thanks.

7 And I'm sorry for the interruption.

8 MR. ROSE: No, that's all right.

9 If I may I approach with the two cases we
10 would rely on.

11 THE COURT: All right.

12 MR. ROSE: The House of Lyons. The second is
13 a case from Georgia. The House of Lyons case is
14 from the Florida Supreme Court. It deals in a
15 slightly different context, but it deals with
16 notarization. And so what you have here is, we've
17 put on evidence. The documents that are in
18 evidence, that these documents were signed
19 properly. The witnesses were in the presence of
20 each other, and the testator and the notary
21 notarized them.

22 Shirley's documents from 2008, there's no
23 question that all the boxes were checked. There is
24 a question that's been raised with regard to
25 Simon's 2012 will and his 2012 trust; that the

1 notary -- rather than the law firm employee
2 notarizing them, these were notarized by Simon's --
3 the testimony is by an employee of Simon's company,
4 not a legal expert. And if on the face of the two
5 documents -- and for the record, these would be
6 Exhibits 4, which is Simon's will, and Exhibit 5,
7 which is Simon's trust.

8 On Exhibit 4, there's no box to check. The
9 whole information is written out. And I don't
10 believe there's any requirement that someone
11 circled the word -- if you just read it as an
12 English sentence, the notary confirmed that it was
13 sworn to and ascribed before me the witness is
14 Robert L. Spallina, who is personally known to me
15 or who has produced no identification.

16 So I think the natural inference from that
17 sentence is that person was known to him, Kimberly
18 Moran, who was personally known to me, and Simon
19 Bernstein, who was personally known to me. So on
20 its face, I think it -- the only inference you
21 could draw from this is that the person knew them.

22 Now, we've established from testimony that she
23 in fact knew the three of them, and we've
24 established by way of Exhibit 16, which was signed
25 on the same day and notarized by the same person.

1 And Exhibit 16, unlike Exhibit 4, which doesn't
2 have a little check mark, Exhibit 16 has a check
3 mark, and the notary properly checks personally
4 known to the people that she was notarizing.

5 So I believe -- and the In Re Lyon case stands
6 for substantial compliance with a notary is
7 sufficient. And the North Carolina case is
8 actually more directly on point. The Florida
9 Supreme Court case, Lyons -- and we've highlighted
10 it for the Court, but it says, clerical errors will
11 not be permitted to defeat acknowledges --
12 acknowledgments when they, considered either alone
13 or in connection with the instrument acknowledged
14 and viewed in light of the statute controlling
15 them, fairly show a substantial compliance with the
16 statute.

17 The North Carolina case is a will case, In Re
18 Will of Durham. And there it's exactly our case.
19 The notary affidavit was silent as to whether the
20 person was personally known or not. And the Court
21 held the caveat was self-proving. The fact that
22 the notary's affidavit is silent as to whether
23 decedent was personally known to the notary or
24 produced satisfactory evidence of his identity does
25 not show a lack of compliance with the notary

1 statute, given the issues of personal knowledge or
2 satisfactory evidence are simply not addressed in
3 that affidavit.

4 So we have a Florida case and we have the
5 North Carolina case, which I think is -- it's
6 obviously not binding, but it is sort of
7 persuasive. If they're self-proved, we would win
8 without any further inquiry. The reason we had a
9 trial and the reason we had to file a complaint was
10 everything in this case -- you've slogged through
11 the mud with us for a day, but we've been slogging
12 through the mud for -- basically, I got directly
13 involved in January of 2014, after the Tescher
14 Spallina firm -- after the issues with the firm
15 came to light. So we've been slogging through
16 this.

17 But we did file a complaint. We went the next
18 step. So the next step says to you, assume the
19 notaries are invalid, which they aren't invalid;
20 but if they were, all we need to establish these
21 documents is the testimony of any attesting
22 witness. So we put on the testimony of an
23 attesting witness, Mr. Spallina. He testified to
24 the preparation of the documents. And I do think
25 it's relevant and it will give the Court comfort in

1 making findings of fact that there was an extensive
2 set of meetings between Mr. Spallina and his
3 clients when they did the documents.

4 I mean, we documented for the first set of
5 documents, you know, four meetings, a letter with
6 some drafts, then a meeting to sign the documents,
7 some phone calls and some amending the documents.
8 And in 2012, we've documented at least one meeting
9 with notes involving Simon; telephone conferences
10 between Simon and his client; eventually, when a
11 decision was made, a conference call of all the
12 children; drafts of the documents sent; the
13 document being executed.

14 And so I think if you look at the evidence,
15 the totality of the evidence, there's nothing to
16 suggest that these five documents do not reflect
17 the true intent of Simon and Shirley Bernstein.
18 There's nothing to suggest that they weren't
19 prepared by the law firm; that they weren't signed
20 by the people that purport to sign them; that
21 undisputed testimony from an attesting witness was
22 that all three people were present, and it was
23 signed by the testator and the two witnesses in the
24 presence of each other.

25 So under either scenario, you get the document

1 admitted. In fact, the documents are in evidence.
2 They've been admitted to probate. But the
3 testimony under 732.502, 503, the testimony of the
4 drafting attorney, who attested -- who was an
5 attesting witness, is sufficient for these
6 documents.

7 There's absolutely no evidence put on the
8 Court that Simon Bernstein lacked mental capacity.
9 In fact, the evidence is directly to the contrary.
10 Every witness testified that he was mentally sharp;
11 making intelligent decisions; having a conference
12 call with his children to explain his wishes. And
13 there's simply no evidence in the record to
14 determine that he lacked testamentary capacity.

15 So if I have Mr. Bernstein, Simon Bernstein,
16 with testamentary capacity signing documents in the
17 presence of two subscribing witnesses, the 2012
18 documents should be upheld. I don't know if
19 there's a question at all even about Shirley
20 Bernstein's 2008 document, but the testimony is
21 undisputed that the documents were consistent with
22 her wishes. You saw a draft letter that explained
23 to her exactly what was happening. She signed the
24 documents. The self-proving affidavits for the
25 Shirley documents are all checked perfectly. And

1 even if they weren't, we have an attesting witness
2 here.

3 And, frankly, I think Eliot Bernstein likes
4 these documents. And all he wants to do is argue
5 what they mean and how much money you get from
6 them. And we didn't really need to spend a day
7 arguing this, but we have and we're here. And we
8 believe that the evidence conclusively demonstrates
9 that these documents are valid.

10 Now, you've heard some nonsense and some
11 shenanigans. There were a couple of problems in
12 the case; one with the notarization of documents.
13 And it's sort of a sad and tortured story, but
14 it's -- it was clearly wrong for someone to send
15 documents into Judge Colin's courtroom that had
16 been altered. The correct documents were submitted
17 and the estate should have been closed.

18 And when the documents were returned, someone
19 should have gone and filed a motion with Judge
20 Colin to accept the un-notarized documents, since
21 there was no dispute they were signed. And we
22 wouldn't be here. But for whatever reason, that
23 happened. And it's unfortunate that happened, but
24 there's no evidence that Ted Bernstein, either of
25 his sisters, or Eliot Bernstein, or any of the

1 grandchildren played any role in the fabrication of
2 that document -- the false notarization.

3 The fabricated amendment to Shirley's trust
4 document is a very disturbing fact, and we took
5 immediate action to correct it. No one's purported
6 to validate that document. We filed an action to
7 have the Court construe the documents, tell us
8 which are valid, tell us what they mean. And
9 that's where we should be focusing our time on.
10 And this is, in my view, step one toward that.

11 But if you look at the evidence we've
12 presented, if you -- I understand you've got to
13 deal with the witnesses that you're handed. And I
14 think Mr. Spallina's testimony, notwithstanding the
15 two issues that we addressed, was persuasive, it
16 was un rebutted.

17 And we would ask that you uphold the five
18 documents and determine, as we have pled, that the
19 five testamentary documents that are in evidence, I
20 believe, as 1, 2, 3, 4, and 5 be upheld and
21 determined to be the valid and final testamentary
22 documents of Simon and Shirley Bernstein. To the
23 extent there's any question the document that has
24 been admitted to be not genuine be determined to be
25 an inoperative and un genuine document, we would ask

1 that you enter judgment for us on Count II and
2 reserve jurisdiction to deal with the rest of the
3 issues as swiftly as we can.

4 THE COURT: All right. Thank you.

5 Any closing argument from the other side?

6 Okay.

7 I keep forgetting that you've got a right to
8 be heard, so please forgive me.

9 MR. MORRISSEY: Judge, if I may approach, I
10 have some case law and statutes that I may refer
11 to. And I'll try to be brief and not cumulative.

12 MR. BERNSTEIN: Could I get the other case law
13 that was submitted? Do you have a copy of that?

14 MR. ROSE: Sure.

15 MR. MORRISSEY: Judge, the relevant statute
16 with respect to the execution of wills is 732.502.
17 It says that every will must be in writing and
18 executed as follows. And I'll just recite from the
19 relevant parts, that is to say relevant with
20 respect to our case.

21 The testator must sign at the end of the will
22 and it must be in the presence of at least two
23 attesting witnesses. And if we drop down to
24 Subsection C, the attesting witnesses must sign the
25 will in the presence of the testator and in the

1 presence of each other.

2 Judge, that was established and uncontroverted
3 in connection with Mr. Spallina's testimony. So
4 732.502 was complied with.

5 Now, I think that we -- there was kind of a
6 distraction with respect to the self-proving
7 affidavits at the end. As Your Honor's aware, a
8 self-proving affidavit is of no consequence in
9 connection with the execution of a will. Execution
10 of a will as dealt with in 732.502 merely requires
11 execution at the end by the testator or the
12 testatrix, and then two witnesses who go ahead and
13 attest as to the testator's signature.

14 Now, the self-proving affidavit at the end is
15 in addition to. So the fact that there may or may
16 not have been a proper notarization is of no
17 consequence in connection with a determination of
18 the validity of any of these documents. So that's
19 number one.

20 Number two, I've also provided Your Honor with
21 another -- a statutory section, 733.107, and it's
22 titled "The Burden of Proof in Contest." And it
23 says there, in Subsection 1, "In all proceedings
24 contesting the validity of a will, the burden shall
25 be upon the proponent of the will to establish,

1 prima facie, its formal execution and attestation."

2 I would submit to the Court that that was done
3 today. We had Mr. Spallina's testimony, which was
4 uncontroverted, that indicated that 732.502 was
5 complied with. The statute goes on to state, "A
6 self-proving affidavit executed in accordance with
7 733.502 or an oath of an attesting witness executed
8 as required under the statutes is admissible and
9 establishes, prima facie, the formal execution and
10 attestation of the will."

11 So, once again, I would submit to the Court
12 that there were self-proving affidavits with
13 respect to all of these testamentary documents.
14 They were proper in form, and therefore comply or
15 comport with the second sentence of the statute.
16 But even if not, we had Mr. Spallina testify today
17 so as to comply with this second sentence of
18 Subsection 1.

19 So if we drop down to the third sentence of
20 this Subsection 1, it says that, "Thereafter, the
21 contestant shall have the burden of establishing
22 the grounds on which probate of the will is opposed
23 or revocation is sought."

24 That was not done today by Mr. Eliot
25 Bernstein. He did not present any evidence or meet

1 any burden to overturn these valid wills.

2 Judge, there is the competency argument. The
3 testamentary competency, I'm now going to quote
4 from In Re Wilmott's Estate, 66 So.2d 465. "A
5 testamentary competency means the ability to
6 understand generally the nature and extent of one's
7 property, the relationship of those who would be
8 the natural objects of the testator's bounty, and
9 the practical effect of the will."

10 The only testimony, I elicited that from
11 Mr. Spallina. His is the only testimony that we
12 have in this regard. And it's uncontroverted that
13 both of these decedents met those very specific
14 criteria which -- with respect to each and every
15 one of the five documents that are submitted for
16 your Court's validation today.

17 There's also case law, In Re Estate of Weihe,
18 W-E-I-H-E. That's 268 So.2d 446. That's a Fourth
19 DCA case that says, "Competency is generally
20 presumed and the burden of proving incompetency is
21 on the contestant." So even if we didn't have
22 Mr. Spallina's testimony today, which I elicited,
23 competency on the part of both Shirley and Si
24 Bernstein would be presumed. And it would be the
25 contestant, Mr. Eliot Bernstein, who would have to



1 come up with the -- or would have the burden of
2 showing that they were incompetent. He presented
3 no evidence today in that regard or in that
4 respect.

5 Lastly, there's the In Re Carnegie's estate,
6 153 Florida 7. It's a 1943 case. That says that
7 testamentary capacity refers to competency at the
8 time that the will was executed, so on that date.

9 The only testimony we have with respect to any
10 issues of competency on the date -- on the specific
11 dates that these testamentary documents were signed
12 was from Mr. Spallina. And on all such dates and
13 times, Mr. Spallina testified that these requisites
14 with respect to competency -- or testamentary
15 competency were met.

16 Finally, Judge, undue influence, that would be
17 a reason for invalidating a will. Mr. Bernstein,
18 once again, did not present any evidence to go
19 ahead and suggest that these wills or trusts
20 documents should be overturned on the grounds of
21 undue influence. And in that regard, I provided
22 Your Honor with the Estate of Carpenter, 253 So.2d
23 697. To prove undue influence, one must
24 demonstrate that a beneficiary had a confidential
25 relationship with the decedent and actively

1 procured the will or trust.

2 Mr. Eliot Bernstein did not even suggest today
3 that any of the beneficiaries actively procured the
4 document. Why? Beneficiaries are essentially --
5 are ultimately the ten grandchildren.

6 Mr. Bernstein, Eliot Bernstein, did not suggest
7 today that any one of the ten grandchildren, who
8 are ultimately beneficiaries, were active in
9 procuring any of the five documents, nor did
10 Mr. Bernstein submit to the Court any evidence of
11 confidential relationship by anyone in connection
12 with the various criteria to raise the presumption
13 of undue influence, nor did Eliot Bernstein raise
14 the presumption by satisfying any or enough of the
15 criteria under the Carpenter case to go ahead and
16 raise the presumption that anyone, any substantial
17 beneficiary, had committed undue influence with
18 respect to any of these documents.

19 For those various, multifarious reasons,
20 Judge, I would submit to the Court that these
21 documents are valid and should be held as such.

22 THE COURT: All right. Thank you.

23 Any closing from the defendant's side?

24 MR. BERNSTEIN: Oh, yeah.

25 THE COURT: You've got eight minutes



1 remaining.

2 MR. BERNSTEIN: Okay. Your Honor, we're
3 really here today because of a complex fraud on the
4 court and on beneficiaries like myself and my
5 children. The only witness they procured to
6 validate these documents has consented to the SEC
7 and felony charges recently with his partner for
8 insider trading. He came up on the stand and
9 admitted that he committed fraud, and that his law
10 firm forged documents and frauded documents, and
11 then submitted them not only to the court, but
12 beneficiaries' attorneys as part of a very complex
13 fraud to not only change beneficiaries, but to
14 seize dominion and control of the estates through
15 these very contestable documents.

16 They've been shown by the governor's office to
17 not be properly notarized. The two people who are
18 going -- well, one is --

19 MR. ROSE: I don't want to object to --

20 MR. BERNSTEIN: -- has no --

21 MR. ROSE: Can I object? He's so far talking
22 about things that aren't in evidence.

23 THE COURT: Sustained.

24 You can only argue those things that were
25 received in evidence.

1 MR. ROSE: And I realize Your Honor has a good
2 memory of the evidence --

3 MR. BERNSTEIN: I put in evidence that
4 Mr. Spallina was SEC --

5 THE COURT: No, I sustained objections to
6 those questions.

7 MR. BERNSTEIN: Oh, okay.

8 THE COURT: You can only argue those things
9 that came into evidence.

10 MR. BERNSTEIN: Okay. They didn't bring in
11 any of the necessary parties to validate these
12 documents, other than Mr. Spallina, who admitted to
13 the Court today that he fraudulently altered the
14 trust document. Can I now say that?

15 THE COURT: It's not good for you to ask me
16 questions. I've got to rule on objections, and I'm
17 trying to give you some guidance so that you don't
18 screw up. But I can't answer your legal questions.

19 MR. BERNSTEIN: Okay. So the only witness has
20 admitted in this very case that his law firm
21 submitted forged and fraudulent documents to the
22 Court already in this case; that he himself did
23 those frauds. And we're relying on his sole
24 testimony.

25 None of the other people who signed these

1 documents are here today to validate or even
2 confirm his statements. So it's a highly
3 uncredible [sic] witness to the documents,
4 especially when Mr. Spallina drafted, signed as a
5 witness, gained interest in the documents himself
6 personally as a trustee, and seems to clearly have
7 then taken it upon himself to mislead beneficiaries
8 as to the actual documents.

9 I have asked for production of these
10 documents. Today there were no originals produced
11 to this Court for you to examine.

12 And more importantly, there's a few last
13 things I wanted to state to the Court. My children
14 are not represented here today as beneficiaries.
15 They were supposed to be represented by a trustee
16 of a trust that does not exist in our possession.
17 So they were -- I was sued as a trustee of a trust
18 I've never been given to represent my children, who
19 are alleged beneficiaries by these guys. And the
20 estate's done nothing to provide counsel to three
21 minor children, and left them here today without
22 counsel, and me as a trustee of a trust that
23 doesn't exist, as far as we know. I've never
24 signed it. They haven't submitted it to the Court,
25 to anybody.

1 I want to bring up Rule 1.20, pretrial
2 procedure, case management conference process
3 provides, "The matter to be considered shall be
4 specified in the order of notice setting the
5 conference."

6 So I just want to say that we had a status
7 conference in Simon Bernstein's estate, and only
8 Simon Bernstein's estate, and that this trial was
9 scheduled in Simon's status conference, which
10 violates that very rule. So this trial, in my
11 view, was conducted improperly.

12 Like I said, if you look at the hearing
13 transcript of that day, you'll see that Mr. Rose
14 misleads the Court to think that all these cases
15 were noticed up that day. But Mr. O'Connell, the
16 PR, had only noticed it up for Simon's estate. So
17 what I'm doing here at a trial in Shirley's trust
18 violates Rule 1.20.

19 There are some other things that are violated
20 and not -- I believe we didn't get to discuss
21 the -- at the case management, the fact that, you
22 know -- and I did try to get this out -- that we
23 would need a lot more time for a competency
24 hearing, for a removal of Ted process, which should
25 have come first before doing this and letting them

1 argue, where it's been alleged that there's some
2 serious problems with Ted Bernstein's
3 representation, including the fact that the PR of
4 the estate of Simon has filed with this Court
5 notice that he's not a valid trustee.

6 MR. ROSE: Objection. Outside -- not in
7 evidence.

8 THE COURT: Okay. If you're not going to
9 argue the facts that are in evidence in this trial,
10 then I'm going to ask you to stop.

11 MR. BERNSTEIN: Okay. Well, I'll keep going
12 on my -- see, that's what's confusing. What trial?
13 We had a case management. I was prepared for a
14 Simon, where I have Simon trust construction, all
15 those things ready, and I didn't come with any
16 notes about Shirley. And I've tried to notice the
17 Court that under 1.200, this trial was scheduled
18 improperly in the estate of Simon, and should have
19 been reheard or rescheduled or something.

20 But that seems not to matter. It doesn't
21 matter that we follow the rules. I follow the
22 rules, but it seems that the other side doesn't
23 follow any of the rules; doesn't submit documents
24 properly to courts; commits frauds on courts; and
25 then wants you to believe the validity of these

1 documents based on a felony statement to the Court,
2 who's under a consent with the SEC.

3 THE COURT: You've got two minutes remaining.

4 MR. BERNSTEIN: There were outstanding
5 discovery requests. I was denied all these
6 documents. I was denied the trust that I'm sued
7 under representing my children. So I can't get any
8 of those documents. We would have brought all that
9 up at a real status conference had it been a real
10 status conference and not a corralling or, as you
11 called it, a wrangling of octopuses.

12 THE COURT: That's vivid imagery. Isn't it?
13 I pride myself on that one.

14 MR. BERNSTEIN: Oh, yeah. Well, I was
15 wrangled, technically, into the wrong case here
16 today, in a status conference that you should have
17 corrected upon learning about this. And Mr. Rose
18 has been aware of his mistake in misleading the
19 Court that all these cases were noticed up, when
20 they weren't. And he didn't come to the Court to
21 correct it. Kind of like they didn't come to the
22 Court to correct the validity of these documents
23 before acting under them, knowing they needed to be
24 not only challenged on validity, but on
25 construction of terms, which will come next, which

1 is going to just go right back into the same circle
2 of fraud.

3 So their star witness is a felon. Their star
4 witness has committed fraud upon this Court in this
5 case. That's who they're relying on, and hoping
6 you bank on his words to validate documents.

7 I, Your Honor, am asking that you don't
8 validate the documents; that we move forward to
9 have the documents properly forensically analyzed.
10 They were the subject of ongoing criminal
11 investigations, which are just getting kicked off.
12 In fact, I got 7200 documents from Mr. Spallina,
13 where almost, I think, 7200 are fraud.

14 THE COURT: Your time is more than elapsed. I
15 was letting you finish up as a courtesy, but you're
16 getting off into things that aren't in evidence --

17 MR. BERNSTEIN: Okay. Well, I don't think the
18 trial was conducted fairly. I think that my due
19 process rights have been denied under the law.

20 THE COURT: Your time is more than up. Thank
21 you.

22 MR. BERNSTEIN: Okay.

23 THE COURT: Is there any rebuttal?

24 MR. BERNSTEIN: And I still would like to move
25 for your disqualification, on the record.

1 THE COURT: On the record doesn't count.
2 You've got to put it in writing.

3 MR. BERNSTEIN: Are you sure? I thought I saw
4 in the rules --

5 THE COURT: I'll tell you what. You proceed
6 under your understanding of the law and the rules.
7 That's fine.

8 MR. BERNSTEIN: Okay.

9 THE COURT: Before I take this --

10 MR. BERNSTEIN: I rest.

11 THE COURT: -- before I take this rebuttal
12 argument, I'll let you put your request for recusal
13 in writing. We'll be out of session five minutes.

14 Is that something you want me to read?

15 MR. ROSE: I just want to make my final --

16 THE COURT: I just want to make sure that
17 there's been no possibility that this gentleman
18 won't have his moment to shine.

19 So go ahead and go put that in writing, sir.
20 Be back in five minutes.

21 (A break was taken.)

22 THE COURT: Did you get that written down?

23 MR. BERNSTEIN: Can I approach?

24 THE COURT: Sure. All approaches are okay.

25 MR. BERNSTEIN: Do you want to wait for

1 everybody?

2 THE COURT: Do you have something that you
3 wanted to file, a written motion to recuse?

4 MR. BERNSTEIN: Yeah. In freestyle.

5 THE COURT: All right. I'll take a look at
6 it. Thank you.

7 MR. BERNSTEIN: Can I ask a question?

8 THE COURT: I'll be in recess. I'll take a
9 look at this written motion. Thank you. It'll
10 take me just a minute. Don't anybody go away.

11 (A break was taken.)

12 THE COURT: The stack of documents handed up
13 to me by the defendant are duplicates of documents
14 that he filed, it looks like, twice with the clerk
15 on December 4th, and they've already been ruled
16 upon by me. But I am also ruling today by
17 handwritten order on the face of one of the
18 documents that the disqualification motion is
19 denied as legally insufficient; already ruled upon
20 in the order of 12/8/15, at Docket Entry No. 98;
21 identical to motions filed by defendant on
22 12/4/2015 at Docket Entries Nos. 94 and 98; done in
23 order of John Phillips, 12/15/15. And since I have
24 skills, I made copies of my handwritten order for
25 everybody.


1 Gary, if you could, just hand these out.

2 That'll take care of all that.

3 Now we can go back to talking about the case.

4 I was going to take the rebuttal argument from

5 Plaintiff's side. I'd take that now.

 6 MR. ROSE: I have just the exhibits that we
7 put in evidence on the plaintiff's side, if that's
8 easier for the Court.

9 THE COURT: That would be much easier. Thank
10 you.

11 MR. ROSE: And I have a proposed final
12 judgment. And I wanted to talk about one paragraph
13 of the final judgment in particular.

14 MR. BERNSTEIN: I haven't had time to review
15 any final judgment or anything.

16 THE COURT: You're interrupting the argument.
17 Thank you.

18 MR. ROSE: So the complaint alleges -- and I
19 realize we didn't cover every issue in the entire
20 case, but we do it within the four corners of Count
21 II of the complaint. Count II of the complaint was
22 stated in paragraph 79 through 88 of the complaint.

23 And the answer that's filed in this case on
24 Count II at paragraph 80 alleges that there's been
25 a fraud on the court by Ted Bernstein, including,

1 but not limited to, proven forgery, fraudulent
2 notarizations, fraud on the court, altercation
3 [sic] of trust documents, et cetera, et cetera.

4 And in paragraph 82, the answer says that Ted
5 should be removed for his ongoing involvement in
6 fraud which is dealing with these documents.

7 Ted Bernstein is serving as a fiduciary.
8 You've heard -- that was the defense to this case.
9 That's stated in the complaint. You heard no
10 evidence that Ted Bernstein was involved in the
11 preparation or creation of any fraudulent
12 documents. In fact, the evidence from Mr. Spallina
13 was to the contrary.

14 So our final judgment in paragraph 5 asks the
15 Court to make a ruling on the issues that are pled
16 in the answer, specifically that there was no
17 evidence that Ted was involved and that the
18 evidence was to the contrary.

19 So we have no rebuttal. We believe we've
20 established our case, and we proposed a final
21 judgment for Your Honor's consideration that
22 discusses that this is an action to adjudicate five
23 documents to be the testamentary documents. Based
24 on the evidence presented, they're genuine,
25 authentic, valid and enforceable; has the requisite

1 findings. Paragraph 5, which I've explained, the
2 reason we believe it's appropriate in the final
3 judgment, given the pleadings that were made and
4 the lack of evidence on those pleadings. And we
5 didn't get into it today, but --

6 THE COURT: Well, if we didn't get into it
7 today, then it's not proper for argument.

8 MR. ROSE: Well, it's alleged in the complaint
9 and not proven, so I think it's appropriate to make
10 a finding on it. You didn't actually hear
11 testimony that was relevant to those issues about
12 Ted Bernstein. And I would ask you to consider
13 that 5 is supported by the evidence and the
14 pleadings.

15 And 6, we would like you to declare the
16 unauthorized one invalid, because it does change
17 potentially something, and we want to know what
18 we're doing going forward. And I don't think
19 anyone disputes that Exhibit 6 that's in evidence
20 was not valid. And then it just states this is
21 intended to be a final order under the rules of
22 probate code.


23 So that's our order. We would ask you to
24 enter our judgment or a judgment similar to it;
25 find in favor of the plaintiff; reserve

1 jurisdiction for numerous other matters that we
2 need to deal with as quickly as we can. But,
3 hopefully, with the guidance we get today, we'll be
4 able to do it more quickly and more efficiently.
5 So thank you.

6 THE COURT: All right. Thanks.

7 We'll be in recess. It was fun spending time
8 with you all.

9 Sir, do you have any proposed final judgment
10 you want me to consider? I've received one from
11 the plaintiff's side. Is there some from the
12 defendant's side?

 13 MR. BERNSTEIN: No. I haven't received one
14 from them. And seeing theirs --

15 THE COURT: Okay. Thank you.

16 Then we'll be in recess. Thank you all very
17 much. I'll get this order out as quickly as I can.

18 (At 4:48 p.m. the trial was concluded.)
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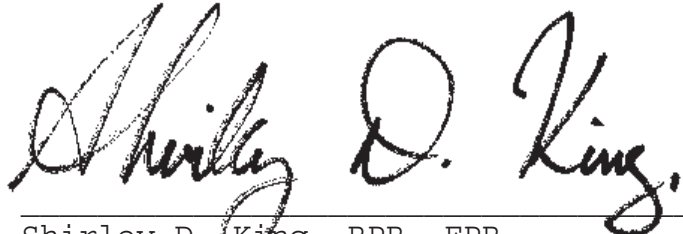
C E R T I F I C A T E

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Shirley D. King, Registered Professional Reporter, State of Florida at large, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 4th day of January, 2016.



Shirley D. King, RPR, FPR

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

CASE NO.: 502012CP004391XXXXNB IH

CERTIFIED COPY

IN RE:

ESTATE OF SIMON L. BERNSTEIN,
Deceased.

TRANSCRIPT OF PROCEEDINGS BEFORE
HONORABLE JOHN L. PHILLIPS

DATE: September 1, 2016

TIME: 8:44 a.m. - 8:50 a.m.

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APPEARING ON BEHALF OF WILLIAM E. STANSBURY:

PETER M. FEAMAN, P.A.
3695 BOYNTON BEACH BOULEVARD, SUITE 9
BOYNTON BEACH, FL 33436
By: PETER M. FEAMAN, ESQ.

APPEARING ON BEHALF OF TED BERNSTEIN:

PAGE, MRACHEK, FITZGERALD ROSE
KONOPKA & DOW, P.A.
505 SOUTH FLAGLER DRIVE, SUITE 600
WEST PALM BEACH, FL 33401
By: ALAN B. ROSE, ESQ.

BE IT REMEMBERED, that the following
proceedings were taken in the above-styled cause before
the Honorable JOHN L. PHILLIPS, at the Palm Beach County
Courthouse, 3188 PGA Boulevard, Courtroom 3, in the City
of Palm Beach Gardens, County of Palm Beach, State of
Florida, on September 1, 2016, to wit:

1 P-R-O-C-E-E-D-I-N-G-S

2 - - - -

3 THE COURT: Good morning.

4 MR. ROSE: Mr. O'Connell is not here, but
5 he's in agreement on the two motions that I filed.

6 THE COURT: All right. So these are agreed
7 orders?

8 MR. ROSE: No, Mr. Feaman has objections, I
9 think.

10 THE COURT: All right. Well, let me take a
11 look at what the motions are and I'll figure out
12 what to do.

13 MR. ROSE: Okay. The easier one first.

14 THE COURT: Easy is good.

15 MR. ROSE: There's two trusts and two
16 estates. We sold some real estate. And there was
17 some personal property in the house -- in the
18 condo when it was sold. Technically, it was owned
19 by the Estate of Simon Bernstein, even though it
20 was in the house that was in the trust -- just
21 because of the way it was set up. So the deal was
22 we could sell it and we would even up later. So
23 we had everything appraised. And we have a motion
24 that Mr. O'Connell, the PR, and Mr. Bernstein, as
25 the trustee, have agreed to on the amount of the

1 even up. So we have a motion in both cases to
2 even up and pay \$12,704 from the Shirley Bernstein
3 trust to the Simon Bernstein estate.

4 THE COURT: Okay. Let me take a look at what
5 you've got, and then I'll hear from the other
6 side.

7 MR. ROSE: Okay. This is the motion and the
8 order in the trust. And Mr. O'Connell suggested
9 we file the same motion with the same order in
10 estate so we have covered both sides.

11 THE COURT: Okay. And what objection is
12 there to the proposed order that would even up the
13 distribution from the sale?

14 MR. FEAMAN: Good morning, Your Honor. Peter
15 Feaman on behalf of William Stansbury.
16 Mr. Stansbury is a claimant against the estate.
17 You may recall he has a separate action pending in
18 division AA against the estate for a significant
19 claim.

20 We are glad, Your Honor, that this
21 additional money is coming into the estate.

22 THE COURT: There you go.

23 MR. FEAMAN: Because that helps our position.
24 And we're sorry, however, that the personal
25 representative's representative is not here

1 because there are continuing issues about missing
2 property in this estate, not just jewelry, that I
3 mentioned last week. But the property that was in
4 the condo was insured at the time of Shirley
5 Bernstein's death for a hundred thousand dollars.

6 THE COURT: So you think that the personal
7 representative may have ripped the place off?

8 MR. FEAMAN: Well, it was a previous
9 representative. You heard Mr. Spalina testify in
10 your court in a previous case in December, and
11 Mr. Tescher, they had to resign as personal
12 representatives. And Mr. O'Connell, who is the
13 successor personal representative. So he wasn't
14 around when all of this --

15 THE COURT: Can I ask you this?

16 MR. FEAMAN: Yes, sir.

17 THE COURT: Sounds like you think that
18 somebody has been playing with the assets of the
19 estates.

20 MR. FEAMAN: Yes, sir.

21 THE COURT: And diminishing the value of the
22 estate that's available for your claim?

23 MR. FEAMAN: Yes, sir.

24 THE COURT: What does that have to do with
25 the even-up order that I'm being asked to do today

1 which deals with whatever there was in the estate
2 when the property was sold and the distribution to
3 even things up was made? What does that have to
4 do with this?

5 MR. FEAMAN: Yeah, that's why we're gratified
6 that this money is coming. At least this part is
7 coming into the estate.

8 THE COURT: Sounds like you've got something
9 else you want to do to pursue your thoughts that
10 there might have been fraud earlier. But does
11 that have anything to do with this? Or are you
12 okay with me signing this?

13 MR. FEAMAN: Not directly.

14 THE COURT: So you're okay with me signing
15 this?

16 MR. FEAMAN: Yes, sir.

17 THE COURT: Okay. So we're good.

18 MR. ROSE: We're good. Ms. Lewis, we're
19 good?

20 Well, this is easier than I thought.

21 Okay. Well, thanks.

22 It will be interesting to see how that
23 other issue works out. I mean, I understand
24 your concerns about other things. But as far
25 as the even up goes, we'll -- everybody will be

1 happily approving that.

2 MR. FEAMAN: I have not -- don't think I've
3 seen the order that you're signing, but...

4 THE COURT: Here's what it says: The motion
5 is granted. The Shirley trust will pay the
6 personal representative of Simon's estate \$12,457
7 for the sold personal property. And there will be
8 no further or outstanding obligations between
9 these parties.

10 Then the other -- kind of a mirror image
11 of what I just read. The motion is granted;
12 the Shirley trust will pay the personal
13 representative of Simon's estate \$12,457 for
14 the sold personal property. And there will be
15 no further or outstanding obligations between
16 those parties.

17 MR. FEAMAN: Yes, sir.

18 THE COURT: So that leaves open the issues
19 that you're concerned about.

20 MR. FEAMAN: Okay. Very good. Thank you.

21 THE COURT: Okay. Great. Good luck,
22 everybody.

23 MR. ROSE: We had one other motion that -- I
24 don't know -- again, limited opposition. Here's
25 the motion and the order. But I can tell you in

1 30 seconds the motion.

2 Mr. Feaman's client has a lawsuit against
3 the estate. The personal representative,
4 Mr. O'Connell, has decided he wanted to retain
5 my law firm because I've handled this
6 litigation for a year and a half before his
7 appointment. And he also wanted to appoint my
8 client, Ted Bernstein, who's the trustee in the
9 beneficiary of his estate as the administrator
10 ad litem to oversee the defense of the case to
11 save money. Because Ted will do it for free.
12 He was an officer of the company. He's been
13 defending the case when he was a party,
14 although he's been released. And we're very
15 concerned with the cost and expense. So having
16 Mr. Bernstein serve as the administrator, he's
17 the logical person to do it since he was a
18 party. He was a partner in the business. He
19 is the trustee of the --

20 THE COURT: Well, what's the problem?

21 MR. ROSE: Mr. Feaman's objecting to it. He
22 wants to choose who defends the company against
23 the claim -- who defends the estate in the claim
24 that his client has brought against the estate.
25 Mr. O'Connell and all the beneficiaries want it to

1 be as we've put it in the motion.

2 THE COURT: Okay. So what's the objection?

3 MR. FEAMAN: My position is being
4 misrepresented, respectfully, by opposing counsel.

5 THE COURT: Okay.

6 MR. FEAMAN: My client does not want to
7 choose who comes in as administrator ad litem. My
8 client objects to the particular individual of Ted
9 Bernstein coming in as administrator ad litem.

10 THE COURT: This is an evidentiary matter.
11 So just set it for an evidentiary hearing and
12 we'll figure it out. Or somebody else will figure
13 it out.

14 MR. FEAMAN: Yes, sir.

15 MR. ROSE: Can we agree that the part that's
16 unopposed would be that our firm can be retained
17 by the estate? Because we want to get the
18 litigation moving. And then we would defer the
19 other part for an evidentiary hearing.

20 THE COURT: Is that okay?

21 MR. FEAMAN: I don't think, honestly, Your
22 Honor, in candor with the court, that
23 Mr. Stansbury could be in a position to take a
24 position on that one way or the other as to who
25 the estate wants to pick as counsel to defend them

1 in that lawsuit.

2 THE COURT: I agree with you. I agree with
3 you.

4 MR. ROSE: The only other thing, unless
5 Mr. O'Connell, who is not here, has any objection
6 to that, I'll submit -- I'll revise the order and
7 submit it to you.

8 THE COURT: Let me give this back to you so I
9 don't get it mixed up and accidentally sign it. If
10 you would send it in with just a short
11 recollection letter so I won't forget.

12 MR. ROSE: And I'll circulate the proposed
13 order that covers that to everybody before I
14 submit it to Your Honor.

15 THE COURT: Okay. All right. Well, good
16 luck.

17 MR. FEAMAN: Thank you, Your Honor.

18

19

20

21 (Thereupon, the proceedings were
22 concluded at 8:50 a.m.)

23

24

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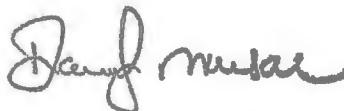
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C E R T I F I C A T E

THE STATE OF FLORIDA
COUNTY OF PALM BEACH.

I, DAVID L. MARSAA, Professional Reporter,
State of Florida at large, certify that I was
authorized to and did stenographically report the
foregoing proceedings and that the transcript is a
true and complete record of my stenographic notes.

Dated this 7th day of September, 2016.



DAVID L. MARSAA, COURT REPORTER

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00001

1 IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
2 PROBATE/GUARDIANSHIP DIVISION IY
3 CASE NO.: 502011CP000653XXXXSB

4 IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased

5 _____/
ELIOT IVAN BERNSTEIN, PRO SE,
6 Petitioner,

vs.

7
8 TESCHER & SPALLINA, P.A., (AND ALL PARTNERS,
ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA
(BOTH PERSONALLY & PROFESSIONALLY); DONALD
9 R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY);
THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL
10 REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH
PERSONALLY & PROFESSIONALLY); AND JOHN AND JANE
11 DOE'S (1-5000),
Respondents.

12 _____/
13 TRANSCRIPT OF PROCEEDINGS
14 BEFORE
15 THE HONORABLE MARTIN H. COLIN
16
17 South County Courthouse
200 West Atlantic Avenue, Courtroom 8
18 Delray Beach, Florida 33344
19
20 Friday, September 13, 2013
1:30 p.m. - 2:15 p.m.

21
22
23
24 Stenographically Reported By:
JESSICA THIBAULT

25

♀
00002

1 APPEARANCES
2
3 On Behalf of the Petitioner:
4 ELIOT IVAN BERNSTEIN, PRO SE
2753 NW 34th Street
5 Boca Raton, Florida 33434
6

13 MR. MANCERI: But before I make my
14 presentation, I would just like to apologize
15 for Mr. Tescher's absence. He's out of town
16 for the holiday.

17 THE COURT: Okay. Who are the PR's that
18 you represent?

19 MR. MANCERI: Well, Shirley Bernstein
20 there is no technically any PR because we had
21 the estate closed.

22 THE COURT: Okay.

23 MR. MANCERI: And what emanated from
24 Mr. Bernstein's 57-page filing, which falls
25 lawfully short of any emergency, was a petition

♀

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1 to reopen the estate, so technically nobody has
2 letters right now.

3 Simon Bernstein, your Honor, who died a
4 year ago today as you heard, survived his wife,
5 Shirley Bernstein, who died December 10, 2010.
6 Simon Bernstein was the PR of his wife's
7 estate.

8 As a result of his passing, and in attempt
9 to reopen the estate we're looking to have the
10 estate reopened. So nobody has letters right
11 now, Judge. The estate was closed.

12 THE COURT: So you agree that in Shirley's
13 estate it was closed January of this year,
14 there was an order of discharge, I see that.
15 Is that true?

16 MR. ELIOT BERNSTEIN: I don't know.

17 THE COURT: Do you know that that's true?

18 MR. ELIOT BERNSTEIN: Yes, I believe.

19 THE COURT: So final disposition and the
20 order got entered that Simon, your father --

21 MR. ELIOT BERNSTEIN: Yes, sir.

22 THE COURT: -- he came to court and said I
23 want to be discharged, my wife's estate is
24 closed and fully administered.

25 MR. ELIOT BERNSTEIN: No. I think it

♀

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1 happened after --

2 THE COURT: No, I'm looking at it.

3 MR. ELIOT BERNSTEIN: What date did that
4 happen?

5 THE COURT: January 3, 2013.

6 MR. ELIOT BERNSTEIN: He was dead.

7 MR. MANCERI: That's when the order was
8 signed, yes, your Honor.

9 THE COURT: He filed it, physically came
10 to court.

11 MR. ELIOT BERNSTEIN: Oh.

12 THE COURT: So let me see when he actually
13 filed it and signed the paperwork. November.
14 What date did your dad die?

15 MR. ELIOT BERNSTEIN: September. It's
16 hard to get through. He does a lot of things
17 when he's dead.

18 THE COURT: I have all of these waivers by
19 Simon in November. He tells me Simon was dead
20 at the time.

21 MR. MANCERI: Simon was dead at the time,
22 your Honor. The waivers that you're talking
23 about are waivers from the beneficiaries, I
24 believe.

25 THE COURT: No, it's waivers of

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1 accountings.

2 MR. MANCERI: Right, by the beneficiaries.

3 THE COURT: Discharge waiver of service of
4 discharge by Simon, Simon asked that he not
5 have to serve the petition for discharge.

6 MR. MANCERI: Right, that was in his
7 petition. When was the petition served?

8 THE COURT: November 21st.

9 MR. SPALLINA: Yeah, it was after his date
10 of death.

11 THE COURT: Well, how could that happen
12 legally? How could Simon --

13 MR. MANCERI: Who signed that?

14 THE COURT: -- ask to close and not serve
15 a petition after he's dead?

16 MR. MANCERI: Your Honor, what happened
17 was is the documents were submitted with the
18 waivers originally, and this goes to
19 Mr. Bernstein's fraud allegation. As you know,
20 your Honor, you have a rule that you have to
21 have your waivers notarized. And the original
22 waivers that were submitted were not notarized,
23 so they were kicked back by the clerk. They
24 were then notarized by a staff person from
25 Tescher and Spallina admittedly in error. They

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00027

In Re_ The Estate of Shirley Bernstein.txt
1 should not have been notarized in the absentia
2 of the people who purportedly signed them. And
3 I'll give you the names of the other siblings,
4 that would be Pamela, Lisa, Jill, and Ted
5 Bernstein.

6 THE COURT: So let me tell you because I'm
7 going to stop all of you folks because I think
8 you need to be read your Miranda warnings.

9 MR. MANCERI: I need to be read my Miranda
10 warnings?

11 THE COURT: Everyone of you might have to
12 be.

13 MR. MANCERI: Okay.

14 THE COURT: Because I'm looking at a
15 formal document filed here April 9, 2012,
16 signed by Simon Bernstein, a signature for him.

17 MR. MANCERI: April 9th, right.

18 THE COURT: April 9th, signed by him, and
19 notarized on that same date by Kimberly. It's
20 a waiver and it's not filed with The Court
21 until November 19th, so the filing of it, and
22 it says to The Court on November 19th, the
23 undersigned, Simon Bernstein, does this, this,
24 and this. Signed and notarized on April 9,
25 2012. The notary said that she witnessed Simon

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00028

1 sign it then, and then for some reason it's not
2 filed with The Court until after his date of
3 death with no notice that he was dead at the
4 time that this was filed.

5 MR. MANCERI: Okay.

6 THE COURT: All right, so stop, that's
7 enough to give you Miranda warnings. Not you
8 personally --

9 MR. MANCERI: Okay.

10 THE COURT: Are you involved? Just tell
11 me yes or no.

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the
14 transaction?

15 MR. SPALLINA: I was involved as the
16 lawyer for the estate, yes. It did not come to
17 my attention until Kimberly Moran came to me
18 after she received a letter from the Governor's
19 Office stating that they were investigating
20 some fraudulent signatures on some waivers that
21 were signed in connection with the closing of

In Re_ The Estate of Shirley Bernstein.txt
22 the estate.

23 THE COURT: What about the fact, counsel,
24 let me see who signed this. Okay, they're all
25 the same as to -- so let me ask this, I have a

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00029

1 document where Eliot, you're Eliot, right?

2 MR. ELIOT BERNSTEIN: Yes, sir.

3 THE COURT: Where you purportedly waived
4 accounting, agreed to a petition to discharge
5 on May 15th, and you signed that. Do you
6 remember doing that? Do you remember that or
7 not? I'm looking at it.

8 MR. ELIOT BERNSTEIN: I remember signing
9 it and sending it with a disclaimer that I was
10 signing it because my father was under duress
11 and only to relieve this stress that he was
12 being --

13 THE COURT: Well, I don't care -- I'm not
14 asking you why you signed it.

15 MR. ELIOT BERNSTEIN: I also signed it
16 with the expressed -- when I signed it I was
17 coned by Mr. Spallina that he was going to send
18 me all the documents of the estate to review.
19 I would have never lied on this form when I
20 signed it. It's saying that I saw and I never
21 saw --

22 THE COURT: Let me ask you --

23 MR. ELIOT BERNSTEIN: I lied.

24 THE COURT: Did you have your signature
25 notarized?

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1 MR. ELIOT BERNSTEIN: No.

2 THE COURT: Kimberly Moran never signed or
3 notarized his signature?

4 MR. MANCERI: Yes, your Honor, and that's
5 been addressed with the Governor's office.

6 THE COURT: You need to address this with
7 me.

8 MR. MANCERI: I am going to address it
9 with you.

10 THE COURT: Here's what I don't understand
11 because this is part of the problem here, is
12 that Shirley has an estate that's being
13 administered by Simon.

14 MR. MANCERI: Correct.

15 THE COURT: There comes a time where they

In Re_ The Estate of Shirley Bernstein.txt
16 think it's time to close out the estate.

17 MR. MANCERI: Correct.

18 THE COURT: Waivers are sent out, that's
19 kind of SOP, and people sign off on that.

20 MR. MANCERI: Right.

21 THE COURT: And why are they held up for
22 six months, and when they're filed it's after
23 Simon is already deceased?

24 MR. MANCERI: They were originally filed
25 away, your Honor, under the signature of the

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00031

1 people.

2 THE COURT: No, they weren't filed, that's
3 the whole thing. I'm looking at the file date,
4 filed with The Court.

5 MR. MANCERI: No, they were returned by
6 the clerk because they didn't have
7 notarization. We have affidavits from all
8 those people, Judge.

9 THE COURT: Well you may have that they
10 got sent up here.

11 MR. MANCERI: We have affidavits from all
12 of those people.

13 MR. ELIOT BERNSTEIN: Including Simon?

14 THE COURT: Slow down. You know how we
15 know something is filed? We see a stamp.

16 MR. MANCERI: It's on the docket sheet, I
17 understand.

18 THE COURT: So it's stamped in as filed in
19 November. The clerk doesn't have -- now, they
20 may have rejected it because it wasn't
21 notarized, and that's perhaps what happened,
22 but if in the meantime waiting cured the
23 deficiency of the document, two things happen
24 you're telling me, one, Simon dies.

25 MR. MANCERI: Correct.

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00032

1 THE COURT: And when those documents are
2 filed with the clerk eventually in November
3 they're filed and one of the documents says, I,
4 Simon, in the present.

5 MR. MANCERI: Of Ms. Moran.

6 THE COURT: No, not physically present, I
7 Simon, I would read this in November Simon
8 saying I waive -- I ask that I not have to have
9 an accounting and I want to discharge, that

In Re_ The Estate of Shirley Bernstein.txt
request is being made in November.

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MR. MANCERI: Okay.

THE COURT: He's dead.

MR. MANCERI: I agree, your Honor.

THE COURT: Who filed that document?

MR. MANCERI: Robert, do you know who
filed that document in your office?

MR. SPALLINA: I would assume Kimberly
did.

MR. MANCERI: Ms. Moran.

THE COURT: Who is she?

MR. MANCERI: She's a staff person at
Teschler and Spallina.

THE COURT: When she filed these, and one
would think when she filed these the person who
purports to be the requesting party is at least

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00033

1 alive.

2 MR. MANCERI: Understood, Judge.

3 THE COURT: Not alive. So, well -- we're
4 going to come back to the notary problem in a
5 second.

6 MR. MANCERI: Okay.

7 THE COURT: In the meantime, based upon
8 all that I discharge the estate, it's closed.

9 Here's what I don't understand on your
10 side, you're representing yourself, but the
11 rules still apply. You then file, Eliot
12 Bernstein, emergency petitions in this closed
13 estate, it's closed.

14 MR. ELIOT BERNSTEIN: You reopened it.

15 THE COURT: When did I reopen it?

16 MR. MANCERI: No, it hasn't been reopened,
17 your Honor.

18 THE COURT: There's an order that I
19 entered in May of 2013 denying an emergency
20 petition to freeze assets. You filed this one
21 in May. Do you remember doing that?

22 MR. ELIOT BERNSTEIN: I believe so.

23 THE COURT: And what you said was there's
24 an emergency in May, you want to freeze the
25 estate assets appointing you PR, investigate

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1 the fraud documents, and do a whole host of
2 other things, and the estate had been closed.
3 The reason why it was denied among other

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


ADMINISTRATIVE ORDER NO. 3.203-9/08*

IN RE: UNIFORM PRETRIAL PROCEDURES
IN CIVIL ACTIONS

Pursuant to the authority conferred by Florida Rule of Judicial Administration 2.215, it is **ORDERED** as follows:

Pursuant to Rule 1.200, Florida Rules of Civil Procedure and Rule 2.545, Rules of Judicial Administration, the attached orders (except for the time deadlines) shall constitute the uniform pretrial orders for circuit court civil actions. Time deadlines may vary in the orders.

29 **DONE** and **ORDERED** in Chambers at West Palm Beach, Palm Beach County, Florida, this day of September, 2008.


Kathleen J. Kroll
Chief Judge

*supersedes admin. order no. 3.001-6/05

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

CASE NO.

Plaintiff,
vs.

Defendant.
_____ /

**ORDER SETTING JURY TRIAL AND
DIRECTING PRETRIAL AND MEDIATION PROCEDURES**

I. SCHEDULING

This action is set for jury trial on the calendar beginning _____ at 9:45 o'clock a.m. **YOU MUST APPEAR AT 9:00 O'CLOCK A.M. ON FRIDAY, _____, IN COURTROOM _____, PALM BEACH COUNTY COURTHOUSE, 205 NORTH DIXIE HIGHWAY, WEST PALM BEACH, FLORIDA FOR THE JURY CALENDAR CALL.** (_____ days reserved).

The trial will be scheduled sometime during the calendar beginning _____, at a date and time to be provided at the calendar call, subject to the court's ordering a later case setting.

II. UNIFORM PRETRIAL PROCEDURE

A. On the last business day no later than **120 DAYS PRIOR TO CALENDAR CALL**, the parties shall exchange lists of all trial exhibits, names and addresses of all trial witnesses, and names and addresses of all expert witnesses.

B. On the last business day no later than **60 DAYS PRIOR TO CALENDAR CALL**, the parties shall exchange lists of names and addresses of all rebuttal witnesses.

C. In addition to names and addresses of each expert retained to formulate an expert opinion with regard to this cause, both on the initial listing and on rebuttal, the parties shall provide:

1. the subject matter about which the expert is expected to testify;
2. the substance of the facts and opinions to which the expert is expected to testify;
3. a summary of the grounds for each opinion;
4. a copy of any written reports issued by the expert regarding this case; and
5. a copy of the expert's curriculum vitae.

D. On the last business day no later than **30 DAYS PRIOR TO CALENDAR CALL**, the parties shall confer and:

1. discuss settlement;
2. simplify the issues and stipulate, in writing, as to as many facts and issues as possible;
3. prepare a Pre-Trial Stipulation in accordance with paragraph E; and
4. list all objections to trial exhibits.

E. **PRETRIAL STIPULATIONS MUST BE FILED.** It shall be the duty of counsel for the Plaintiff to see that the Pre-Trial Stipulation is drawn, executed by counsel for all parties, and filed with the Clerk no later than **20 DAYS PRIOR TO CALENDAR CALL**. **UNILATERAL PRETRIAL STATEMENTS ARE DISALLOWED, UNLESS APPROVED BY THE COURT, AFTER NOTICE AND HEARING SHOWING GOOD CAUSE.** Counsel for all parties are charged with good faith cooperation in this regard. The Pre-Trial Stipulation shall contain in separately numbered paragraphs:

1. a list of all pending motions including MOTIONS IN LIMINE and FRYE MOTIONS requiring action by the Court and the dates those motions are set for hearing (MOTIONS IN LIMINE and FRYE HEARINGS shall not be heard the day of trial or thereafter.)
2. stipulated facts which require no proof at trial which may be read to the trier of fact;
3. a statement of all issues of fact for determination at trial;
4. each party's numbered list of trial exhibits with specific objections, if any, to schedules attached to the Stipulation;
5. each party's numbered list of trial witnesses with addresses (including all known rebuttal witnesses); the list of witnesses shall be on separate schedules attached to the Stipulation;
6. a statement of estimated trial time;
7. names of attorneys to try case; and
8. number of peremptory challenges per party.

F. **FILING OF PRE-TRIAL STIPULATION.** Failure to file the Pre-Trial Stipulation or a Court Approved Unilateral Stipulation as above provided may result in the case being stricken from the Court's calendar at its sounding or other sanctions.

G. **ADDITIONAL EXHIBITS, WITNESSES OR OBJECTIONS.** At trial, the parties shall be strictly limited to exhibits and witnesses disclosed and objections reserved on the schedules attached to the Pre-Trial Stipulation prepared in accordance with paragraphs D and E, absent agreement specifically stated in the Pre-Trial Stipulation or order of the Court upon good cause shown. Failure to reserve objections constitutes a waiver. A party desiring to use an exhibit or witness discovered after counsel have conferred pursuant to paragraph D shall immediately furnish the Court and other counsel with a description of the exhibit or with the witness' name and address and the expected subject matter of the witness' testimony, together with the reason for the late discovery of the exhibit or witness. Use

of the exhibit or witness may be allowed by the Court for good cause shown or to prevent manifest injustice.

H. DISCOVERY. Unless otherwise agreed in the Pre-Trial Stipulation, all discovery must be completed no later than **10 DAYS BEFORE THE DATE SET FOR CALENDAR CALL**, absent agreement for later discovery specifically stated in the Pre-Trial Stipulation or for other good cause shown.

I. PRE-TRIAL CONFERENCE. No pre-trial conference pursuant to Fla. R. Civ. P. 1.200 is set by the Court on its own motion. If a pre-trial conference is set upon motion of a party, counsel shall meet and prepare a stipulation pursuant to paragraphs D and E and file the stipulation no later than **5 DAYS BEFORE THE CONFERENCE**. Failure to request a pre-trial conference in a timely fashion constitutes a waiver of the notice of requirement of Rule 1.200. Motions for Summary Judgment will not be heard at any pre-trial conference.

J. UNIQUE QUESTIONS OF LAW. Prior to calendar call, counsel for the parties are directed to exchange and simultaneously submit to the Court appropriate memoranda with citations to legal authority in support of any unique legal questions which may reasonably be anticipated to arise during the trial.

K. MODIFICATION TO UNIFORM PRE-TRIAL PROCEDURE. Upon written stipulation of the parties filed with the court, the Pre-Trial Procedure, except for items II D-F, inclusive, may be modified in accordance with the parties' stipulation, except to the extent that the stipulation may interfere with the Court's scheduling of the matter for trial or hinder the orderly progress of the trial.

L. PREMARKING EXHIBITS. Prior to trial, each party shall meet with and assist the clerk in marking for identification all exhibits, as directed by the clerk.

M. DEPOSITION DESIGNATIONS. No later than **20 DAYS PRIOR TO CALENDAR CALL**, each party shall serve his, her, or its designation of depositions, or portions of depositions, each intends to offer as testimony in his, her or its case in chief. No later than **10 DAYS PRIOR TO CALENDAR CALL**, each opposing party shall serve his, her, or its counter (or "fairness") designations to portions of depositions designated, together with objections to the depositions, or portions thereof, originally designated. No later than calendar call, each party shall serve his, her or its objections to counter designations served by an opposing party.

III. MEDIATION

A. All parties are required to participate in mediation.

1. The appearance of counsel who will try the case and representatives of each party with full authority to enter into a complete compromise and settlement is mandatory. If insurance is involved, an adjuster with authority up to the policy limits or the most recent demand, whichever is lower, shall attend.

2. At least **ONE WEEK BEFORE THE CONFERENCE**, all parties shall file with the mediator a brief, written summary of the case containing a list of issues as to each party. If an

4. The mediator has no power to compel or enforce a settlement agreement. If a settlement is reached, it shall be the responsibility of the attorneys or parties to reduce the agreement to writing and to comply with Florida Rule of Civil Procedure 1.730(b), unless waived.

B. The Plaintiff's attorney shall be responsible for scheduling mediation. The parties should agree on a mediator. If they are unable to agree, any party may apply to the Court for appointment of a mediator in conformity with Rule 1.720 (f), Fla. R. Civ. P. The lead attorney or party shall file and serve on all parties and the mediator a Notice of Mediation giving the time, place, and date of the mediation and the mediator's name. The mediator shall be paid \$175.00 per hour, unless otherwise agreed by the parties.

C. Completion of mediation is a prerequisite to trial. If mediation is not conducted, or if a party fails to participate in mediation, the case may be stricken from the trial calendar, pleadings may be stricken, and other sanctions may be imposed.

D. Any party opposing mediation may proceed under Florida Rule of Civil Procedure 1,700(b).

IV. NONCOMPLIANCE

NONCOMPLIANCE WITH ANY PORTION OF THIS ORDER MAY RESULT IN THE STRIKING OF THE CASE, WITNESSES, OR EXHIBITS, OR IMPOSITION OF SUCH OTHER SANCTIONS AS ARE JUST.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this _____ day of _____, 2005.

Circuit Court Judge

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

SE NO.

Plaintiff,
vs.

Defendant.
_____ /

**ORDER SETTING NON-JURY TRIAL AND
DIRECTING PRETRIAL AND MEDIATION PROCEDURES**

I. SCHEDULING

This action is set for non-jury trial on the calendar beginning _____ at 9:45 o'clock a.m.
**YOU MUST APPEAR AT 10:00 O'CLOCK A.M. ON FRIDAY, _____, IN
COURTROOM____, PALM BEACH COUNTY COURTHOUSE, 205 NORTH DIXIE
HIGHWAY, WEST PALM BEACH, FLORIDA FOR THE NON-JURY CALENDAR CALL.**
(_____ days reserved).

The trial will be scheduled sometime during the calendar beginning _____, at a date
and time to be provided at the calendar call, subject to the court's ordering a later case setting.

II. UNIFORM PRETRIAL PROCEDURE

A. On the last business day no later than **60 DAYS PRIOR TO CALENDAR CALL**, the
parties shall exchange lists of all trial exhibits, names and addresses of all trial witnesses, and names
and addresses of all expert witnesses.

B. On the last business day no later than **30 DAYS PRIOR TO CALENDAR CALL**, the
parties shall exchange lists of names and addresses of all rebuttal witnesses.

C. In addition to names and addresses of each expert retained to formulate an expert opinion
with regard to this cause, both on the initial listing and on rebuttal, the parties shall provide:

1. the subject matter about which the expert is expected to testify;
2. the substance of the facts and opinions to which the expert is expected
to testify;
3. a summary of the grounds for each opinion;
4. a copy of any written reports issued by the expert regarding this case; and

5. a copy of the expert's curriculum vitae.

D. On the last business day no later than **20 DAYS PRIOR TO CALENDAR CALL**, the parties shall confer and:

1. discuss settlement;
2. simplify the issues and stipulate, in writing, as to as many facts and issues as possible;
3. prepare a Pre-Trial Stipulation in accordance with paragraph E; and
4. list all objections to trial exhibits.

E. **PRETRIAL STIPULATIONS MUST BE FILED.** It shall be the duty of counsel for the Plaintiff to see that the Pre-Trial Stipulation is drawn, executed by counsel for all parties, and filed with the Clerk no later than **20 DAYS PRIOR TO CALENDAR CALL**. **UNILATERAL PRETRIAL STATEMENTS ARE DISALLOWED, UNLESS APPROVED BY THE COURT, AFTER NOTICE AND HEARING SHOWING GOOD CAUSE.** Counsel for all parties are charged with good faith cooperation in this regard. The Pre-Trial Stipulation shall contain in separately numbered paragraphs:

1. a list of all pending motions requiring action by the Court and the dates those motions are set for hearing;
2. stipulated facts which require no proof at trial which may be read to the trier of fact;
3. a statement of all issues of fact for determination at trial;
4. each party's numbered list of trial exhibits with specific objections, if any, to schedules attached to the Stipulation;
5. each party's numbered list of trial witnesses with addresses (including all known rebuttal witnesses); the list of witnesses shall be on separate schedules attached to the Stipulation;
6. a statement of estimated trial time;
7. names of attorneys to try case.

F. **FILING OF PRE-TRIAL STIPULATION.** Failure to file the Pre-Trial Stipulation or a Court Approved Unilateral Stipulation as above provided may result in the case being stricken from the Court's calendar at its sounding or other sanctions.

G. **ADDITIONAL EXHIBITS, WITNESSES OR OBJECTIONS.** At trial, the parties shall be strictly limited to exhibits and witnesses disclosed and objections reserved on the schedules attached to the Pre-Trial Stipulation prepared in accordance with paragraphs D and E, absent agreement specifically stated in the Pre-Trial Stipulation or order of the Court upon good cause shown. Failure to reserve objections constitutes a waiver. A party desiring to use an exhibit or witness discovered after counsel have conferred pursuant to paragraph D shall immediately furnish the Court and other counsel with a description of the exhibit or with the witness' name and address and the expected subject matter of the witness' testimony, together with the reason for the late discovery of the exhibit or witness. Use of the exhibit or witness may be allowed by the Court for good cause shown or to prevent manifest injustice.

H. DISCOVERY. Unless otherwise agreed in the Pre-Trial Stipulation, all discovery must be completed no later than **10 DAYS BEFORE THE DATE SET FOR CALENDAR CALL**, absent agreement for later discovery specifically stated in the Pre-Trial Stipulation or for other good cause shown.

I. PRE-TRIAL CONFERENCE. No pre-trial conference pursuant to Fla. R. Civ. P. 1.200 is set by the Court on its own motion. If a pre-trial conference is set upon motion of a party, counsel shall meet and prepare a stipulation pursuant to paragraphs D and E and file the stipulation no later than **5 DAYS BEFORE THE CONFERENCE**. Failure to request a pre-trial conference in a timely fashion constitutes a waiver of the notice of requirement of Rule 1.200. Motions for Summary Judgment will not be heard at any pre-trial conference.

J. UNIQUE QUESTIONS OF LAW. On the date of trial, counsel for the parties are directed to submit to the Court appropriate memoranda with citations to legal authority in support of any unique legal questions which may reasonably be anticipated to arise during the trial.

K. MODIFICATION TO UNIFORM PRE-TRIAL PROCEDURE. Upon written stipulation of the parties filed with the Court, the Pre-Trial Procedure, except for items II D-F, inclusive, may be modified in accordance with the parties' stipulation, except to the extent that the stipulation may interfere with the Court's scheduling of the matter for trial or hinder the orderly progress of the trial.

L. PREMARKING EXHIBITS. Parties shall pre-mark all exhibits in the manner customarily used by the Clerk of Court.

M. DEPOSITION DESIGNATIONS. No later than **20 DAYS PRIOR TO CALENDAR CALL**, each party shall serve his, her, or its designation of depositions, or portions of depositions, each intends to offer as testimony in his, her or its case in chief. No later than **10 DAYS PRIOR TO CALENDAR CALL**, each opposing party shall serve his, her, or its counter (or "fairness") designations to portions of depositions designated, together with objections to the depositions, or portions thereof, originally designated. No later than calendar call, each party shall serve his, her or its objections to counter designations served by an opposing party.

III. MEDIATION

A. All parties are required to participate in mediation.

1. The appearance of counsel who will try the case and representatives of each party with full authority to enter into a complete compromise and settlement is mandatory. If insurance is involved, an adjuster with authority up to the policy limits or the most recent demand, whichever is lower, shall attend.

2. At least **ONE WEEK BEFORE THE CONFERENCE**, all parties shall file with the mediator a brief, written summary of the case containing a list of issues as to each party. If an attorney or party filing the summary wishes its content to remain confidential, he/she must advise the mediator in writing when the report is filed.

3. All discussions, representations, and statements made at the mediation conference shall be privileged consistent with Florida Statutes sections 44.102 and 90.408.

4. The mediator has no power to compel or enforce a settlement agreement. If a settlement is reached, it shall be the responsibility of the attorneys or parties to reduce the agreement to writing and to comply with Florida Rule of Civil Procedure 1.730(b), unless waived.

B. The Plaintiff's attorney shall be responsible for scheduling mediation. The parties should agree on a mediator. If they are unable to agree, any party may apply to the Court for appointment of a mediator in conformity with Rule 1.720 (f), Fla. R. Civ. P. The lead attorney or party shall file and serve on all parties and the mediator a Notice of Mediation giving the time, place, and date of the mediation and the mediator's name. The mediator shall be paid \$175.00 per hour, unless otherwise agreed by the parties.

C. Completion of mediation is a prerequisite to trial. If mediation is not conducted, or if a party fails to participate in mediation, the case may be stricken from the trial calendar, pleadings may be stricken, and other sanctions may be imposed.

D. Any party opposing mediation may proceed under Florida Rule of Civil Procedure 1,700(b).

IV. NONCOMPLIANCE

NONCOMPLIANCE WITH ANY PORTION OF THIS ORDER MAY RESULT IN THE STRIKING OF THE CASE, WITNESSES, OR EXHIBITS, OR IMPOSITION OF SUCH OTHER SANCTIONS AS ARE JUST.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this _____ day
of _____, 2005.

Circuit Court Judge

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011 CP000653XXXXSB

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioner, SIMON L. BERNSTEIN, alleges:

1. Petitioner has an interest in the above estate as the named personal representative under the decedent's Will. The Petitioner's address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and the name and office address of petitioners attorney are set forth at the end of this Petition.

2. Decedent, SHIRLEY BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 71, and whose social security number is xxx-xx-9749, died on December 8, 2010, at her home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	husband	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Avenue, Snite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 th St. Boca Raton, FL 33434	son	adult

2011 FEB 10 AM 8:40
SHIRLEY BERNSTEIN
PALM BEACH COUNTY
SOUTH CITY ANN



Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane highland Park, IL 60035	daughter	adult

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of her death.

5. Simon L. Bernstein, whose address is listed above, and who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate is entitled to preference in appointment as personal representative because he is the person designated to serve as personal representative under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ TBD.

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

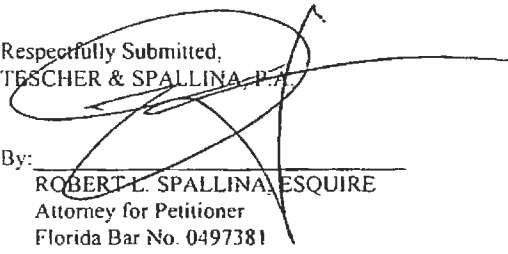
Petitioner requests that the decedent's Will be admitted to probate and that Simon L. Bernstein be appointed as personal representative of the estate of the decedent.

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

Signed on Feb 9, 2011.


SIMON L. BERNSTEIN, Petitioner

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: 
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008



Eliot Ivan Bernstein

From: Ben Brown <bbrown@matbrolaw.com>
Sent: Friday, September 19, 2014 11:35 AM
To: Eliot Ivan Bernstein
Cc: Linda McDaniel; Ben Brown
Subject: RE: Eliot Bernstein request for information.
Attachments: FW: Bernstein - bank account statements (4.02 MB)

Hi Eliot-

We are getting all of the account statements that we have together to send to you. Please note we do not have any statements for your mother or either of the trusts; all we have are statements for accounts that your father held individually. Also, please see the attached e-mail from 7/16 that attached some of the account statements. We also believe that there were additional account statements in the T&S documents provided to you; however, we will include those statements again in the set we are going to send you (we will try to send the set in a series of pdf's).

We have not received the tax returns from the IRS yet. As soon as we do, we will send them to you and to Brian.

Regards,

Ben

Benjamin P. Brown, Esq.
625 North Flagler Drive
Suite 401
West Palm Beach, FL 33401
(561) 651-4004

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

Sent: Friday, September 19, 2014 11:08 AM

To: Ben Brown

Cc: Andrew Dietz @ Rock-It Cargo USA, Inc.; CANDICE BERNSTEIN; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP

Subject: Eliot Bernstein request for information.

Ben, nice seeing you at Court and per the hearing I am requesting that you send me all the information you stated before Judge Colin you would send me regarding the accounting backup information, including but not limited to, all account statements you have for any accounts on the accounting and especially the JP Morgan account histories for

Shirley and Simon and the IRS certified copies you ordered and any other germane issue that provides back up to your accounting submitted and your amended accounting submitted.

Thanks,

Eliot

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

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