

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, 2014<sup>1</sup> to Simon Estate
  - b. Jill Iantoni & Lisa Friedstein filed May 30, 2014<sup>2</sup> to Simon Estate
  - c. MOLLY SIMON, ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and  
MICHAEL BERNSTEIN filed June 01, 2014<sup>3</sup> to Simon Estate
  - d. Creditor William Stansbury filed June 02, 2014<sup>4</sup> to Simon Estate
  - e. PR Brian O'Connell, Esq. filed August 13, 2014<sup>5</sup> to Simon Estate

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

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

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

<sup>4</sup> 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>

<sup>5</sup> 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, 2015<sup>6</sup> to Simon Bernstein Trust Accounting
  - g. Brian O’Connell filed Amended September 30, 2015<sup>7</sup> to Simon Bernstein Trust
2. May 13, 2013 Emergency Motion<sup>8</sup> - Halt Freeze All Assets
  3. Nov. 21, 2016 Objections Filed in All 3 Cases<sup>9</sup> -
  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

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<sup>6</sup> 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>

<sup>7</sup> 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>

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

<sup>9</sup> 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%20SHIRLEY%20BERNSTEIN%20IRREVOCABLE%20TRUST%20ECF%20STAMPED%20COPY.pdf>

[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 PM<sup>10</sup>

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>

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<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%20Opposit%20to%20the%20Appointment%20of%20Ted%20Bersntein%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%20Adminis%20trator%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 &amp; 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 &amp; 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>
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**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.

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**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

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**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.

\_\_\_\_\_ /

**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.<sup>1</sup> 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.

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<sup>1</sup> 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,  
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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  
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Eric Bernstein, Michael Bernstein

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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  
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### **COURTESY COPY ONLY:**

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**SHIRLEY BERNSTEIN**  
**TRUST AGREEMENT**

*Prepared by:*

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**TESCHER & SPALLINA, P.A.**



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SHIRLEY BERNSTEIN

TRUST AGREEMENT

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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.

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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;

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.

*[remainder of page intentionally left blank]*

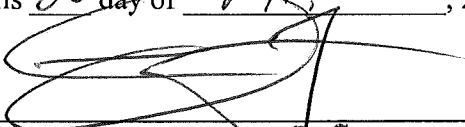
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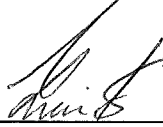
IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

**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:

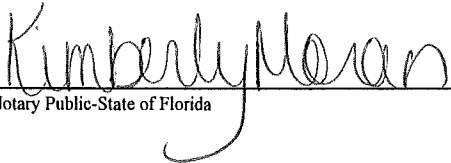
  
\_\_\_\_\_  
Print Name: ROBERT L. SPALLINA  
Address: 7387 WISTERIA AVENUE  
PARKLAND, FL 33076

  
\_\_\_\_\_  
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.



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SHIRLEY BERNSTEIN, Settlor and Trustee

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**FIRST AMENDMENT TO  
SHIRLEY BERNSTEIN TRUST AGREEMENT**

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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.

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*[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:

[Signature]  
SHIRLEY BERNSTEIN

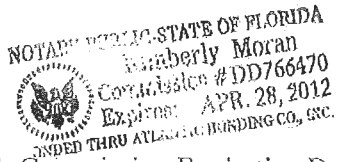
This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of Nov, 2008;

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

[Signature]  
Print Name: Rachel Walker  
Address: 100 Plaza Real South  
apt 308  
Boca Raton, FL 33432

STATE OF FLORIDA  
COUNTY OF PALM BEACH SS.

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.



[Signature]  
Kimberly Moran  
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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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](http://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](http://www.tescherspallina.com)



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SIMON L. BERNSTEIN

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AMENDED AND RESTATED TRUST AGREEMENT

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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.**

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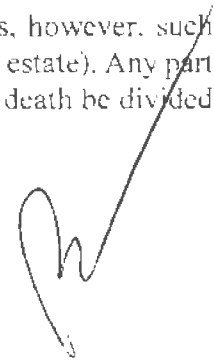
C. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust 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:

*[Handwritten Signature]*  
\_\_\_\_\_  
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:

*[Handwritten Signature]*  
\_\_\_\_\_  
Print Name: **ROBERT L. SPALLINA**  
Address: **7387 WISTERIA AVENUE**  
**PARKLAND, FL 33076**

*[Handwritten Signature]*  
\_\_\_\_\_  
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.

*[Handwritten 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.

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](http://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

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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**

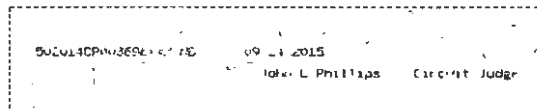
This matter came before the court on its own motion, for resolution of outstanding issues as required by the October 6, 2014, Order of the Honorable Martin H Colin, the Circuit Court Judge formerly assigned to this case. In that Order, Judge Colin severed trial of Count II of the Plaintiff's Amended 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.  
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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](mailto:lisa.friedstein@gmail.com)

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

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**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

The evidence shows

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

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and Eliot and Candice Bernstein,  
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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

93494945059





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

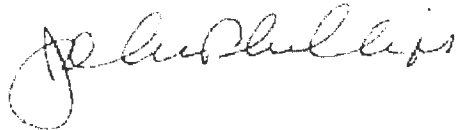
**ORDER CONFIRMING DENIAL OF DISQUALIFICATION MOTION**

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:**

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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 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.

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**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,"<sup>1</sup> he wrote:

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<sup>1</sup> 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.<sup>2</sup>

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)

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<sup>2</sup> 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.

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Attorneys for Ted S. Bernstein

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

## SERVICE LIST

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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

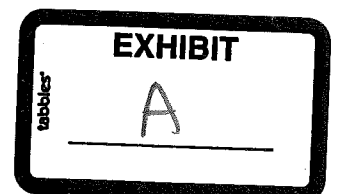
Appellant / Petitioner(s)

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 House<sup>1</sup>, the White House Counsel’s Office, the US Attorney General’s Office, investigations to the SEC<sup>2</sup>, 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 1<sup>st</sup> & 2<sup>nd</sup>, 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>

- o 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.]
- o Charles T. Wells, in his official and individual capacities,
- o 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,
- o **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.

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[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

By: /s/ Eliot Ivan Bernstein  
Eliot Ivan Bernstein

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# Scanned Retina – A Resource for the People!

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](mailto:iviewit@iviewit.tv)> wrote:

Judicial Qualifications Commission Members:

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Hon. Kerry I. Evander, VICE-CHAIR

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Ms. Shirlee P. Bowne'

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John G. (Jay) White, III, Esq.

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Michael L. Schneider, General Counsel

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[contact@floridajqc.com](mailto:contact@floridajqc.com)

Dear Hon. Kerry I. Evander, VICE-CHAIR

My name is Eliot Ivan Bernstein and I

Michael Genden and witnessed firsthand

which danger is confirmed by medical

who has taken the heroic path as an attorney

committed by attorneys at law, guardianship

designed to at once kill the victims and

guardians and attorneys at law, while I

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

EXHIBIT

B



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](http://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

I.C., Inc. – FL

Iviewit.com LLC – DL

Iviewit LLC – DL

Iviewit Corporation – FL

Iviewit, Inc. – FL

Iviewit, Inc. – DL

Iviewit Corporation

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<http://iviewit.tv/inventor/index.htm>

<http://iviewit.tv/iviewit2>

<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](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

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Other Websites I like:

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<http://deniedpatent.blogspot.com>

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<http://www.newyorkcourtcorruption.blogspot.com>

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<http://www.attorneysabovethelaw.com>

<http://www.VoteForGreg.us> Greg Fischer

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<http://www.hangthebankers.com>

[www.ddaweb.org](http://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](mailto:bstone575@gmail.com)]

**Sent:** Friday, August 7, 2015 11:16 AM

**To:** [evanderk@flcourts.org](mailto:evanderk@flcourts.org)

**Cc:** Adam Walsler; Michael Miller; Joan Chrissos; [cfrank@miamiherald.com](mailto:cfrank@miamiherald.com); [cmarbin@miamiherald.com](mailto:cmarbin@miamiherald.com); [helpmehoward@wsvn.com](mailto:helpmehoward@wsvn.com); [mmarques@miamiherald.com](mailto:mmarques@miamiherald.com); [clue@wsvn.co](mailto:clue@wsvn.co); [leonardgreene@nypost.com](mailto:leonardgreene@nypost.com); [martin.baron@washpost.com](mailto:martin.baron@washpost.com); John CMG-WestPalm Pacenti; [swestwood@washingtonexaminer.com](mailto:swestwood@washingtonexaminer.com); [tips@nationalenquirer.com](mailto:tips@nationalenquirer.com); [john.emshwiller@wsj.com](mailto:john.emshwiller@wsj.com); [gary.fields@wsj.com](mailto:gary.fields@wsj.com); [ashby.jones@wsj.com](mailto:ashby.jones@wsj.com); Bob Norman; [scoop@huffingtonpost.com](mailto:scoop@huffingtonpost.com); [chamby@publicintegrity.org](mailto:chamby@publicintegrity.org); [wkroustan@sunsentinel.com](mailto:wkroustan@sunsentinel.com); [raolmeda@tribune.com](mailto:raolmeda@tribune.com); 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**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.

**I had expected you would investigate the crimes alleged against Michael Genden who is alleged to be engaged in heinous crimes of extortion, exploitation, holding my mother hostage and in grave danger instead of retaliating against me for exposing crimes as a mandated reporter under the Florida Bar Rules of Professional Conduct.**

It would seem that Honorable Judges would not want their profession to be tainted by judges who use the courts to engage in **alleged criminal racketeering activity and financial fraud on the order of a PONZI SCAM involving guardianship abuse.** As you are aware the State of Florida and Governor Rick Scott are trying to reform this widely reported predatory crime that runs rampant in the legal and judicial system in the State of Florida Courts whereby Elderly adults are being abused and financially devastated through the misuse of the Court system by rogue and dangerous Attorneys at Law and Judges. This dirty "secret" of guardian abuse and exploitation is so rampant that one legislator referred to these predators as "cockroaches."

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.

Please read the information attached herein. **These news stories and personal stories tell a tale of fraud and crimes and cover up in guardianship and probate courts so horrific that it is impossible to fathom. We are in a crises -reform cannot be instituted soon enough.** Steven King the master of macabre could not even contemplate the Machiavellian horrors devised by attorneys Roy Lustig and Steven Hertz (the husband of guardian Jacqueline Hertz) and others of their ilk who have **masterminded this guardianship probate racketeering scheme of theft** for years to the point where the problem has spread like wildfire and is endemic. One of the best exposes is reported by Marti Oakley, expert on guardian abuse in this YouTube that must be heard:

[https://ppjg.files.wordpress.com/2014/05/reuse\\_oakley\\_062911.mp3](https://ppjg.files.wordpress.com/2014/05/reuse_oakley_062911.mp3)

**The 3<sup>rd</sup> 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.

Wilfredo Ferrer, the Miami USDA said in an interview with Steven Kroft on 60 minutes that Miami is the most corrupt city in the country. Is this how the State of Florida wants to be identified?

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 withdraw 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.
6. Abetting a judge who issues orders that are a product of fraud, perjury and fabrication in order to defraud an elderly woman?
7. Abetting a judge who engages in extortion, threats, retaliation and knowingly and intentionally endangers the life of an elderly adult?
8. Abusing the Federal and appellate courts in the State of Florida that are presided over by Florida Bar members to cover up

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.

I came to Court to protect my mother. Instead we have been embroiled in a nightmarish vicious racket of criminal acts so depraved, they transcend comprehension.

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Sincerely,

Barbara Stone

[Bstone575@gmail.com](mailto:Bstone575@gmail.com)

244 Fifth Avenue - B 296

New York, NY 10001

Enclosures - Guardian Playbook

Fraudulent self- conjured “bills” of Lustig, Hertz, Lapidés and others who devise crimes, sue Helen Stone’s daughter and use Helen Stone’s assets to pay for their crimes by illegal, conspiratory order of Michael Genden.

[www.iviewit.tv/Barbara/CombinedBills.pdf](http://www.iviewit.tv/Barbara/CombinedBills.pdf)

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](mailto:bstone575@gmail.com)> wrote:

Please see attached in response to further retaliation.

**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.

**I had expected you would investigate the crimes alleged against Michael Genden who is alleged to be engaged in heinous crimes of extortion, exploitation, holding my mother hostage and in grave danger instead of retaliating against me for exposing crimes as a mandated reporter under the Florida Bar Rules of Professional Conduct.**

It would seem that Honorable Judges would not want their profession to be tainted by judges who use the courts to engage in **alleged criminal racketeering activity and financial fraud on the order of a PONZI SCAM involving guardianship abuse**. As you are aware the State of Florida and Governor Rick Scott are trying to reform this widely reported predatory crime that runs rampant in the legal and judicial system in the State of Florida Courts whereby Elderly adults are being abused and financially devastated through the misuse of the Court system by rogue and dangerous Attorneys at Law and Judges. This dirty "secret" of guardian abuse and exploitation is so rampant that one legislator referred to these predators as "cockroaches."

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.

Please read the information attached herein. **These news stories and personal stories tell a tale of fraud and crimes and cover up in guardianship and probate courts so horrific that it is impossible to fathom. We are in a crises -reform cannot be instituted soon enough.** Steven King the master of macabre could not even contemplate the Machiavellian horrors devised by attorneys Roy Lustig and Steven Hertz (the husband of guardian Jacqueline Hertz) and others of their ilk who have **masterminded this guardianship probate racketeering scheme of theft** for years to the point where the problem has spread like wildfire and is endemic. One of the best exposes is reported by Marti Oakley, expert on guardian abuse in this YouTube that must be heard:

[https://ppjg.files.wordpress.com/2014/05/rense\\_oakley\\_062911.mp3](https://ppjg.files.wordpress.com/2014/05/rense_oakley_062911.mp3)

**The 3<sup>rd</sup> 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 Ditekowsky 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.

Wilfredo Ferrer, the Miami USDA said in an interview with Steven Kroft on 60 minutes that Miami is the most corrupt city in the country. Is this how the State of Florida wants to be identified?

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 Lapides 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 Lapides to deprive my mother of quality care so her assets could be diverted to Hertz, Lapides 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 withdraw 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.

6. Abetting a judge who issues orders that are a product of fraud, perjury and fabrication in order to defraud an elderly woman?

7. Abetting a judge who engages in extortion, threats, retaliation and knowingly and intentionally endangers the life of an elderly adult?

8. Abusing the Federal and appellate courts in the State of Florida that are presided over by Florida Bar members to cover up 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.

I came to Court to protect my mother. Instead we have been embroiled in a nightmarish vicious racket of criminal acts so depraved, they transcend comprehension.

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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](mailto:bstone575@gmail.com)

On Thu, Aug 6, 2015 at 2:37 PM, barbara stone <[bstone575@gmail.com](mailto: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](mailto:bstone575@gmail.com)

★ Like

Be the first to like this.

#### Related

Judicial Corruption - No known limits  
From: Eliot Bernstein <[iviewit4@gmail.com](mailto: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](mailto:iviewit7@gmail.com)> To: "Undisclosed List" <[iviewit@gmail.com](mailto: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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This entry was posted in [Civil Rights Violations](#). Bookmark the [permalink](#).

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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

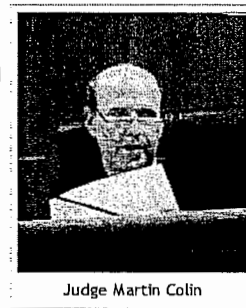


Ted Bernstein, Tescher a

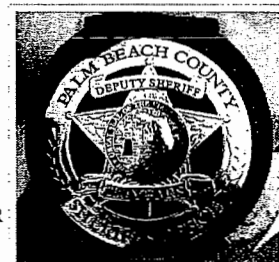
- Florida Estate Forg DOCKET

Blog Archive

- ▼ 2014 (125)
  - ▶ June (32)
  - ▶ May (15)
  - ▶ April (2)
  - ▶ March (19)
  - ▶ February (35)
  - ▼ January (22)
- Palm Beach Cour Investigation,
- 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](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](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](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](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

Office. Want t  
Is Adam Simon a  
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Mark Manceri aK  
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Judge David E. F  
Manceri, Tesc  
Sheriff's Reports  
Bernstein Estz  
Petition to Rele:  
Fraud, Forgery, &  
Tescher and S

► 2013 (31)

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>

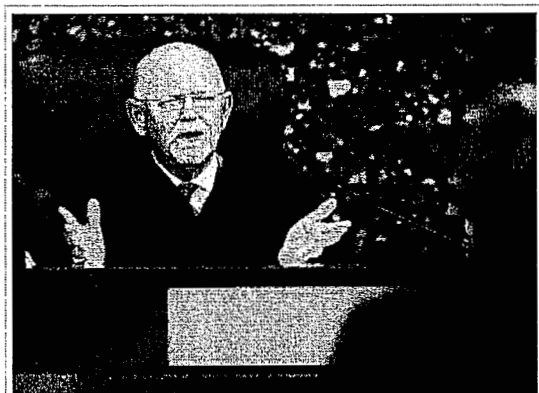
I personally believe that Ted Bernstein of Life Insurance Concepts did some deal to hide this asset from the rightful heirs, either with Wesley Voorhei knowing or not knowingly conspiring, just my opinion.

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



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

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

Ted Bernstein, Tescher a

- Florida Estate Forg DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher a

- Florida Estate Forg DOCKET

#### Blog Archive

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    - Welcome Back, t Investigation i

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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Alan Rose Esq., -  
Pankauski Law  
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Ted Bernstein

► 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

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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

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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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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# 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 a 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.

MARTIN D. COLIN

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](http://WWW.USLEGALSUPPORT.COM)  
 561-835-0220

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2

1 APPEARANCES:

2 On behalf of the Plaintiff:

3





E-mail: [Arose@mrachek-law.com](mailto: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](mailto:SavvyBroker@yahoo.com)

Posted by Crystal L. Cox at 5:20 PM No comments:

 Recommend this on Google

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](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](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 PERSONAL & 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:

 Recommend this on Google


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:

 Recommend this on Google

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](http://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](http://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](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>

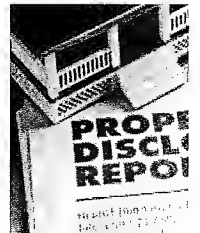
<http://tedbernsteinreport.blogspot.com/search?q=District+of+Illinois>

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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### **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](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/0Bzn2NurXrSkiQjlmSmRoNXJBdHc/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%20Justice165555%20WITH%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. Gefen, 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](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](http://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.**

#### Visitor Analysis & System Spec

Referring URL:	(No referring link)			
Host Name:		Browser:	IE 11.0	
IP Address:	67.71.41.251 — [Label IP Address]	Operating System:	Win7	
Location:	Toronto, Ontario, Canada	Resolution:	1366x768	
Returning Visits:	0	Javascript:	Enabled	
Visit Length:	Multiple visits spread over more than one day		ISP:	Bell Canada

#### Navigation Path

Date	Time	WebPage
		(No referring link)
26 May	05:41:05	tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html
		(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.

<http://tedbernsteinreport.blogspot.com/>

To Read this WHOLE BLOC posts on the bottom right page. Don't let this Florida Insurance FRAUD and Forg YOU.

#### Posts

Alan B. Rose of Page Mr Fitzgerald & Rose L...

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 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 ...

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 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...



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:

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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?

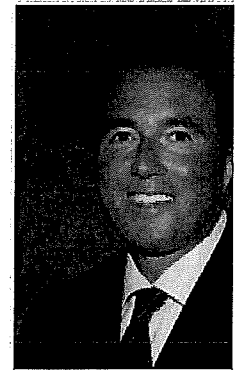
I have never seen Alan Rose show so much knowledge about iViewit, oh and so much love for me, It kind of makes me blush actually.

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  
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303 East Wacker Drive S  
Chicago Illinois

STP Enterprises, Inc. - F

Jackson National Life Di  
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So Where Does Christop  
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Carol Ann Kindred at He  
Life Insurance...

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is well awar...

So, who at Jackson Nati  
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So is Pamela Simon the i  
in all this?...

Jackson National Life In:  
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oh and Don't Forget the  
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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://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...

I am getting me some "t  
 that somethin...

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 in 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:

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• Florida Estate Forgery, f  
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Blog Archive

- ▼ 2015 (110)
  - ▼ June (2)
    - l Allege that this Wet  
Condo Buyer in ...
    - Eye on Alan Rose of A  
Fitzgerald, Rose, K
  - May (22)
  - April (63)
  - March (8)
  - February (7)
  - January (8)
- 2014 (248)
- 2013 (31)

## 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**



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](mailto: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://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

Nashly WtjzL

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

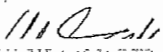
CASE NO: 502012CP004391XXXXSB  
PROBATE DIVISION: IY

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 19<sup>th</sup> 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 &amp; 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:

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## 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://www.google.co.uk/)  
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://www.google.co.uk/)  
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 Mracl & 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 Mracl & 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 Mracl & 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 Appointme  
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	tedbernsteinreport.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	tedbernsteinreport.blogspot.com/2014/06/stp-enterprises-inc-pamela-simon.html

Posted by Crystal L. Cox at 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	tedbernsteinreport.blogspot.com/
		https://www.facebook.com/
25 Aug	12:29:38	tedbernsteinreport.blogspot.com/
		nortonsafe.search.ask.com -- oppenheimer iviewit
6 Sep	11:48:08	tedbernsteinreport.blogspot.com/2014/07/what-really-happened-in-sudden-death-of.html
		tedbernsteinreport.blogspot.com/2014/07/what-really-happened-in-sudden-death-of.html
6 Sep	11:48:11	tedbernsteinreport.blogspot.com/
		https://www.google.com/ (Keywords Unavailable)
8 Sep	09:04:00	tedbernsteinreport.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	tedbernsteinreport.blogspot.com/2014/06/stp-enterprises-inc-pamela-simon.html

Posted by Crystal L. Cox at 11:14 PM No comments:

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**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  
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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

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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

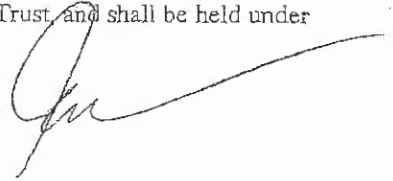
Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "*Shirley Trust*"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley 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

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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.

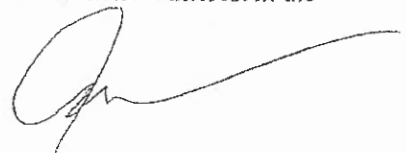
c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

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

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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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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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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.

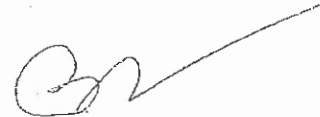
4. Death Costs. My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary 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.

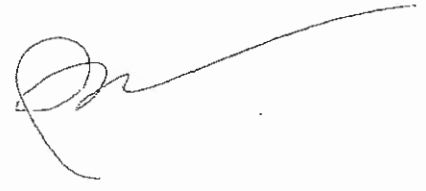
9. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement 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.

*[remainder of page intentionally left blank]*

LAST WILL  
OF SIMON L. BERNSTEIN

-6-

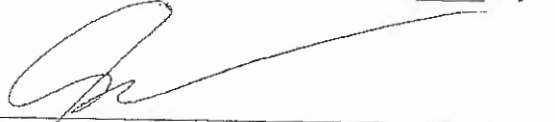
LAW OFFICES  
TESCHER & SPALLINA, P.A.



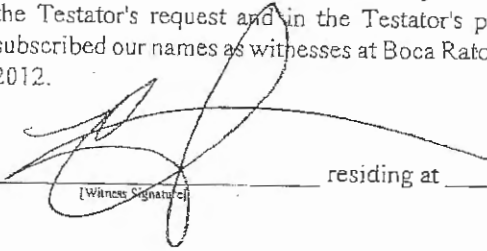
TS004303



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.

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA  
Lindsay Baxley  
Commission # EE092282  
Expires: MAY 10, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]  
Signature - Notary Public-State of Florida  
Lindsay Baxley  
Print, type or stamp name of Notary Public

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

<b>A</b> S election effective date 09/01/2006	Use the IRS label. Otherwise, print or type.	Name <b>LIC HOLDINGS INC</b>	<b>D</b> Employer identification number 20-5290314
<b>B</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	<b>E</b> Date incorporated 09/01/2006
<b>C</b> Check if Sch. M-3 attached <input checked="" type="checkbox"/>		City or town, state, and ZIP code BOCA RATON, FL 33487	<b>F</b> 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.

<b>Income</b>	<b>1 a</b> Gross receipts or sales <b>38,419,667.</b>	<b>b</b> Less returns and allowances	<b>c Bal</b> ▶	<b>1c</b>	<b>38,419,667.</b>
	<b>2</b> Cost of goods sold (Schedule A, line 8)			<b>2</b>	
	<b>3</b> Gross profit. Subtract line 2 from line 1c			<b>3</b>	<b>38,419,667.</b>
	<b>4</b> Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			<b>4</b>	<b>&lt;1,520.&gt;</b>
	<b>5</b> Other income (loss) (attach statement) <b>STATEMENT 1</b>			<b>5</b>	<b>58,945.</b>
	<b>6</b> Total income (loss). Add lines 3 through 5			<b>▶ 6</b>	<b>38,477,092.</b>
<b>Deductions (See instructions for limitations)</b>	<b>7</b> Compensation of officers <b>STATEMENT 2</b>			<b>7</b>	<b>5,498,526.</b>
	<b>8</b> Salaries and wages (less employment credits)			<b>8</b>	<b>4,103,690.</b>
	<b>9</b> Repairs and maintenance			<b>9</b>	<b>20,041.</b>
	<b>10</b> Bad debts			<b>10</b>	
	<b>11</b> Rents			<b>11</b>	<b>201,637.</b>
	<b>12</b> Taxes and licenses <b>STATEMENT 3</b>			<b>12</b>	<b>167,695.</b>
	<b>13</b> Interest			<b>13</b>	<b>118,560.</b>
	<b>14</b> Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			<b>14</b>	<b>61,587.</b>
	<b>15</b> Depletion (Do not deduct oil and gas depletion.)			<b>15</b>	
	<b>16</b> Advertising			<b>16</b>	<b>106,971.</b>
	<b>17</b> Pension, profit-sharing, etc., plans			<b>17</b>	
	<b>18</b> Employee benefit programs			<b>18</b>	<b>20,350.</b>
	<b>19</b> Other deductions (attach statement) <b>STATEMENT 4</b>			<b>19</b>	<b>16,576,999.</b>
	<b>20</b> Total deductions. Add lines 7 through 19			<b>▶ 20</b>	<b>26,876,056.</b>
	<b>21</b> Ordinary business income (loss). Subtract line 20 from line 6			<b>21</b>	<b>11,601,036.</b>

<b>Tax and Payments</b>	<b>22 a</b> Excess net passive income or LIFO recapture tax (see instructions)	<b>22a</b>		<b>22c</b>	
	<b>b</b> Tax from Schedule D (Form 1120S)	<b>22b</b>			
	<b>c</b> Add lines 22a and 22b				
	<b>23 a</b> 2007 estimated tax payments and 2006 overpayment credited to 2007	<b>23a</b>		<b>23d</b>	
	<b>b</b> Tax deposited with Form 7004	<b>23b</b>			
	<b>c</b> Credit for federal tax paid on fuels (attach Form 4136)	<b>23c</b>			
	<b>d</b> Add lines 23a through 23c				
<b>24</b> Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			<b>24</b>		
<b>25</b> Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			<b>25</b>		
<b>26</b> Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			<b>26</b>		
<b>27</b> Enter amount from line 26 Credited to 2008 estimated tax <b>▶</b>	<b>Refunded</b> ▶		<b>27</b>		

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

<b>Paid Preparer's Use Only</b>	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	Phone no.	

**GOLDSTEIN LEWIN & CO.**  
1675 N. MILITARY TRAIL, FIFTH FLOOR  
BOCA RATON, FL 33486

EIN: 59-2147155  
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.	

For calendar year 2008 or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

<b>A</b> S election effective date 09/01/2006	Use the IRS label. Otherwise, print or type.	Name <b>LIC HOLDINGS INC</b>	<b>D</b> Employer identification number 20-5290314
<b>B</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	<b>E</b> Date incorporated 09/01/2006
<b>C</b> Check if Sch. M-3 attached <input checked="" type="checkbox"/>		City or town, state, and ZIP code BOCA RATON, FL 33487	<b>F</b> 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	<b>1 a</b> Gross receipts or sales <b>39,421,306</b>	<b>b</b> Less returns and allowances	<b>c</b> Bal	<b>1c</b> 39,421,306.
	<b>2</b> Cost of goods sold (Schedule A, line 8)			<b>2</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c			<b>3</b> 39,421,306.
	<b>4</b> Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			<b>4</b>
	<b>5</b> Other income (loss) (attach statement) <b>STATEMENT 1</b>			<b>5</b> 150,154.
	<b>6</b> Total income (loss). Add lines 3 through 5			<b>6</b> 39,571,460.
Deductions (See instructions for limitations)	<b>7</b> Compensation of officers <b>STATEMENT 2</b>			<b>7</b> 9,402,142.
	<b>8</b> Salaries and wages (less employment credits)			<b>8</b> 5,391,007.
	<b>9</b> Repairs and maintenance			<b>9</b> 4,295.
	<b>10</b> Bad debts			<b>10</b>
	<b>11</b> Rents			<b>11</b> 350,691.
	<b>12</b> Taxes and licenses <b>STATEMENT 3</b>			<b>12</b> 505,672.
	<b>13</b> Interest			<b>13</b> 22,222.
	<b>14</b> Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			<b>14</b> 113,751.
	<b>15</b> Depletion (Do not deduct oil and gas depletion.)			<b>15</b>
	<b>16</b> Advertising			<b>16</b> 194,719.
	<b>17</b> Pension, profit-sharing, etc., plans			<b>17</b> 103,791.
	<b>18</b> Employee benefit programs			<b>18</b>
	<b>19</b> Other deductions (attach statement) <b>STATEMENT 4</b>			<b>19</b> 21,637,874.
	<b>20</b> Total deductions. Add lines 7 through 19			<b>20</b> 37,726,164.
	<b>21</b> Ordinary business income (loss). Subtract line 20 from line 6			<b>21</b> 1,845,296.

Tax and Payments	<b>22 a</b> Excess net passive income or LIFO recapture tax (see instructions)	<b>22a</b>		
	<b>b</b> Tax from Schedule D (Form 1120S)	<b>22b</b>		
	<b>c</b> Add lines 22a and 22b			<b>22c</b>
	<b>23 a</b> 2008 estimated tax payments and 2007 overpayment credited to 2008	<b>23a</b>		
	<b>b</b> Tax deposited with Form 7004	<b>23b</b>		
	<b>c</b> Credit for federal tax paid on fuels (attach Form 4136)	<b>23c</b>		
	<b>d</b> Add lines 23a through 23c			<b>23d</b>
	<b>24</b> Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			<b>24</b>
	<b>25</b> Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			<b>25</b>
	<b>26</b> Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			<b>26</b>
<b>27</b> Enter amount from line 26 Credited to 2009 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>			<b>27</b>	

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

<b>Paid Preparer's Use Only</b>	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	GOLDSTEIN LEWIN & CO. 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486		EIN 59-2147155
				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](mailto:crufe@wilmingtontrust.com)

### CORPORATE HEADQUARTERS

Rodney Square North

1100 North Market Street

Wilmington DE 19890-0001

877-836-9206

[www.wilmingtontrust.com](http://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.

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SIMON L BERNSTEIN  
7020 LIONS HEAD LANE  
BOCA RATON FL 33496-5931



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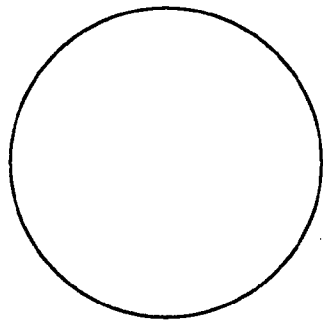
**Market Value Summary**







**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
<b>TOTAL PRINCIPAL</b>	\$2,842,462	\$0	\$0	\$2,842,462
<b>TOTAL INCOME</b>	(\$12,500)	\$0	\$0	(\$12,500)
<b>TOTAL</b>	\$2,829,962	\$0	\$0	\$2,829,962

Net contribution/withdrawal figures include fees. Market value figures include accruals.





# Income Summary

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

Page 2 of 7

	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*

Page 3 of 7

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
<b>PRINCIPAL PORTFOLIO(S)</b>				
<b>Cash &amp; Currency</b>				
Uninvested Cash	(\$729.06)	(0.03)	(\$729.06)	(0.03)
<b>TOTAL Cash &amp; Currency</b>	<b>(729.06)</b>	<b>(0.03)</b>	<b>(729.06)</b>	<b>(0.03)</b>
<b>Other Assets</b>				
Privately Held Partnerships	2,843,190.72	100.03	2,843,190.72	100.03
<b>TOTAL Other Assets</b>	<b>2,843,190.72</b>	<b>100.03</b>	<b>2,843,190.72</b>	<b>100.03</b>
<b>TOTAL PRINCIPAL PORTFOLIO(S)</b>	<b>2,842,461.66</b>	<b>100.00</b>	<b>2,842,461.66</b>	<b>100.00</b>
<b>INCOME PORTFOLIO(S)</b>				
<b>Cash &amp; Currency</b>				
Uninvested Cash	(12,500.00)	100.00	(12,500.00)	100.00
<b>TOTAL Cash &amp; Currency</b>	<b>(12,500.00)</b>	<b>100.00</b>	<b>(12,500.00)</b>	<b>100.00</b>
<b>TOTAL INCOME PORTFOLIO(S)</b>	<b>(12,500.00)</b>	<b>100.00</b>	<b>(12,500.00)</b>	<b>100.00</b>
<b>GRAND TOTAL(S)</b>	<b>2,829,961.66</b>		<b>2,829,961.66</b>	





WILMINGTON  
TRUST

## Summary of Activity

088949-000 TT/SIMON L BERNSTEIN IRREV TR

August 1, 2012 through August 31, 2012

Page 4 of 7

	AMOUNT
<b>PRINCIPAL</b>	
OPENING CASH & CASH MANAGEMENT BALANCES:	(\$729.06)
<b>RECEIPTS</b>	
No activity during this period	
<b>DISBURSEMENTS</b>	
No activity during this period	
<b>CLOSING CASH &amp; CASH MANAGEMENT BALANCES:</b>	<b>(729.06)</b>
<b>INCOME</b>	
OPENING CASH & CASH MANAGEMENT BALANCES:	(12,500.00)
<b>RECEIPTS</b>	
No activity during this period	
<b>DISBURSEMENTS</b>	
No activity during this period	
<b>CLOSING CASH &amp; CASH MANAGEMENT BALANCES:</b>	<b>(12,500.00)</b>

**Investment Detail**
**088949-000 TT/SIMON L BERNSTEIN IRREVTR**
*As of August 31, 2012*

Page 5 of 7

<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>
<b>PRINCIPAL PORTFOLIO(S)</b>							
<b>Cash &amp; Currency</b> (729.0600)	(\$729.06)	(0.03)	(\$729.06)	\$0.00	\$0.00	\$0.00	0.00
CASH	1.0000		1.00				
<b>TOTAL Cash &amp; Currency</b>	<b>(729.06)</b>	<b>(0.03)</b>	<b>(729.06)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Other Assets</b>							
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
<b>TOTAL Other Assets</b>	<b>2,843,190.72</b>	<b>100.03</b>	<b>1,915,456.39</b>	<b>927,734.33</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL PRINCIPAL PORTFOLIO(S)</b>	<b>2,842,461.66</b>	<b>100.00</b>	<b>1,914,727.33</b>	<b>927,734.33</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>INCOME PORTFOLIO(S)</b>							
<b>Cash &amp; Currency</b> (12,500.0000)	(12,500.00)	100.00	(12,500.00)	0.00	0.00	0.00	0.00
CASH	1.0000		1.00				
<b>TOTAL Cash &amp; Currency</b>	<b>(12,500.00)</b>	<b>100.00</b>	<b>(12,500.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL INCOME PORTFOLIO(S)</b>	<b>(12,500.00)</b>	<b>100.00</b>	<b>(12,500.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>GRAND TOTAL(S)</b>	<b>2,829,961.66</b>		<b>1,902,227.33</b>	<b>927,734.33</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>





WILMINGTON TRUST

# Activity Detail

088949-000 TT/SIMON L BERNSTEIN IRREV TR

August 1, 2012 through August 31, 2012

DATE	TYPE	QUANTITY DESCRIPTION	AMOUNT
<b>PRINCIPAL</b>			
		<b>OPENING CASH &amp; CASH MANAGEMENT BALANCES:</b>	<b>(\$729.06)</b>
		Cash balances are invested on a daily basis.	
		No activity during this period	
		<b>CLOSING CASH &amp; CASH MANAGEMENT BALANCES:</b>	<b>(729.06)</b>
<b>INCOME</b>			
		<b>OPENING CASH &amp; CASH MANAGEMENT BALANCES:</b>	<b>(12,500.00)</b>
		Cash balances are invested on a daily basis.	
		No activity during this period	
		<b>CLOSING CASH &amp; CASH MANAGEMENT BALANCES:</b>	<b>(12,500.00)</b>

TS004813



## Other Information

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

Page 7 of 7

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 Tescher<sup>1</sup>
- <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

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<sup>1</sup> 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  
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Parents and Natural Guardians  
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Her Parents and Natural Guardians  
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## EXHIBITS

EXHIBIT 1 - MD NOTE

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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 <sup>th</sup> 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                      daughter                      adult  
   Highland Park, IL 60035

Lisa S. Friedstein               2142 Churchill Lane                      daughter                      adult  
   highland Park, IL 60035

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.

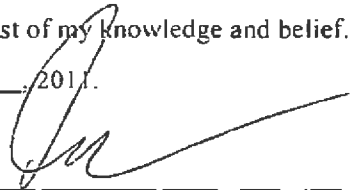
8.        The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

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

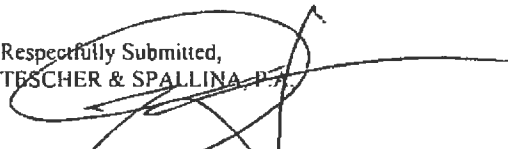
Respectfully Submitted,  
TESCHER & SPALLINA P.A.  
  
By: \_\_\_\_\_  
ROBERT L. SPALLINA, ESQUIRE  
Attorney for Petitioner  
Florida Bar No. 0497381  
4855 Technology Way, Ste. 720  
Boca Raton, FL 33431  
561-997-7008

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  
MIRIAM 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 <sup>th</sup> 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, 2012<sup>1</sup>.

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.

---

<sup>1</sup>September 14, 2012 Emails Ted Tescher Spallina and Greenberg Traurig's Jon Swergold  
[www.iviewit.tv/20120914SpallinaTescherTedGreenbergTraurigSwergoldDayAfterSimonDies.pdf](http://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 Office<sup>2</sup>. 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

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<sup>2</sup> 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.<sup>3</sup>

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 Motion<sup>4</sup> 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 Discovery<sup>5</sup>.
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.

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<sup>3</sup>Ben Brown Emails Re TPP, JP Morgan and Production  
[www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf](http://www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf)

<sup>4</sup>May 06, 2013 Emergency Petition  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

<sup>5</sup>September 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 Pacenti<sup>6</sup> into conflicts of interest and improper seizing of persons and property under Guardianship / Probate programs run by Palm Beach Judges Martin Colin and David French<sup>7</sup> 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

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<sup>6</sup> 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/>

<sup>7</sup> 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 Bernstein<sup>8</sup>.

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.

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<sup>8</sup>20150608 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**<sup>9</sup> 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.<sup>10</sup>,

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<sup>9</sup> Trivia Night Invatation <https://www.documentcloud.org/documents/2623271-trivia-night.html> and <http://www.bellersmith.com/blog/4th-annual-trivia-night>

<sup>10</sup> 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 articles<sup>11</sup>.
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

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<sup>11</sup> 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 Motion<sup>12</sup> 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 Counterclaims<sup>13</sup> 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

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<sup>12</sup>May 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>

<sup>13</sup>September 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%20Natl%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 Vasallo<sup>14</sup>, 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

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<sup>14</sup> 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. 2014<sup>15</sup> 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.<sup>16</sup>

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<sup>15</sup> 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>

<sup>16</sup> 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 fraud<sup>17</sup> and finally Orders a hearing for Sept. 13, 2013.

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<sup>17</sup>September 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

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<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130904%20FINAL%20SIGNED%20PRINT%20ED%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 Transcript<sup>18</sup>.

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 to<sup>19</sup> yet Christine Yates is told by Spallina's Office that there was no Bernstein case or client?

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<sup>18</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

<sup>19</sup> 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 Colin<sup>20</sup> 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.

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<sup>20</sup> 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 Mandamus<sup>21</sup> 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 “Billed<sup>22</sup>” 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.

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<sup>21</sup> 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>

<sup>22</sup> 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](http://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's<sup>23</sup> 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 counsel<sup>24</sup> (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.**"

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<sup>23</sup> PBSO Sheriff Report Page 1-8

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140912%20Sheriff%20and%20Coroner%20Reports.pdf>

<sup>24</sup> 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 Colin<sup>25</sup>.

74. It is clear from the Vasallo records herein<sup>26</sup> 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 Discovery<sup>27</sup> and production throughout the Florida State Court litigation which has been denied to such an extent as to be Abuse of Discovery.

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<sup>25</sup>February 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>

<sup>26</sup> 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>

<sup>27</sup>November 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 Writs<sup>28</sup> 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

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<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>

<sup>28</sup> 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 Recusal<sup>29</sup> 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 Conference<sup>30</sup> 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-

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[OWrits%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf](#)

<sup>29</sup>May 19, 2015 Colin Sua Sponte Recusal and Steering of the Cases

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf>

<sup>30</sup>August 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 Transcript<sup>31</sup>.

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, 2015<sup>32</sup>.
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

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<sup>31</sup> 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>

<sup>32</sup> 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 Hearing<sup>33</sup> 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

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<sup>33</sup> 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, 2014<sup>34</sup>.

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, 2010<sup>35</sup> 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

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<sup>34</sup>June 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>

<sup>35</sup>June 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, 2015<sup>36</sup> 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.)

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<sup>36</sup>May 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.

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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 Rose<sup>37</sup> 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, 2015<sup>38</sup>. 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.

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<sup>37</sup>Ciklin/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>

<sup>38</sup> 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 2010<sup>39</sup> 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 PBSO<sup>40</sup>, 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 fraud<sup>41</sup>.
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

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<sup>39</sup> 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>

<sup>40</sup> 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)

<sup>41</sup> 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 Bates<sup>42</sup> 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.

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<sup>42</sup> 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 entries<sup>43</sup> and<sup>44</sup>.
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 production<sup>45</sup>, 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

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<sup>43</sup> 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>

<sup>44</sup> 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>

<sup>45</sup> 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 vice<sup>46</sup> for a 30 day Continuance<sup>47</sup> and to get the Documents necessary to be able to represent my children properly and determine if any conflicts existed that prevented her

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<sup>46</sup>December 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>

<sup>47</sup>20151215 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 documents<sup>48</sup> 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

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<sup>48</sup>January 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 motions<sup>49</sup> and motions for Disqualification<sup>50</sup>.
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 Complaint<sup>51</sup> 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.

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<sup>49</sup> 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>

<sup>50</sup> 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>

<sup>51</sup> 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 149<sup>52</sup>

, See Post-Trial Motions and Disqualifications of Judge Phillips; see pending 4th DCA Writ of Prohibition appealing Original Phillips Denial of Disqualification<sup>53</sup>;

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

<sup>52</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

<sup>53</sup>



**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 SEC<sup>54</sup>, 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"<sup>55</sup> 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.

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<sup>54</sup> 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>

<sup>55</sup> 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-complaint<sup>56</sup> 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 stayed<sup>57</sup> 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**

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<sup>56</sup> 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>

<sup>57</sup> 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](http://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 Rose<sup>58</sup>.
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 P15000049545<sup>59</sup>
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](http://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

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<sup>58</sup> DEED

[www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf](http://www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf)

<sup>59</sup> [www.iviewit.tv/DocumentP15000049545Articles.pdf](http://www.iviewit.tv/DocumentP15000049545Articles.pdf) - Articles of Incorporation

[www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf](http://www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf) - Detail of Corp

Corporations who were initiating inquiry and investigation. See, Document Number P96000079975<sup>60</sup>

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)

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<sup>60</sup> [www.iviewit.tv/DocumentP96000079975.pdf](http://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.<sup>61</sup> Where the VEBA Trust Trustee LASALLE is according to all parties the named PRIMARY BENEFICIARY of the missing insurance policy underlying this action.

<b>S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A</b>	
Employer Identification Number (EIN)	363479122

<sup>61</sup> 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, <a href="#">Rockford</a> , 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	<b>\$50,000,000 to greater</b>
Income	<b>\$10,000,000 to \$49,999,999</b>
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.<sup>62</sup> TED has other insurance business relationships with Tescher & Spallina, PA, TESCHER and SPALLINA right

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<sup>62</sup> Zillow Listing TED Home @ [http://www.zillow.com/homes/880-Berkeley-St-Boca-Raton-FL-33487\\_rb/?fromHomePage=true&shouldFireSellPageImplicitClaimGA=false](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.<sup>63</sup>

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.<sup>64,</sup>”

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.”

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<sup>63</sup> 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>

<sup>64</sup> 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 scheme<sup>65</sup>.
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.

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<sup>65</sup> 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.

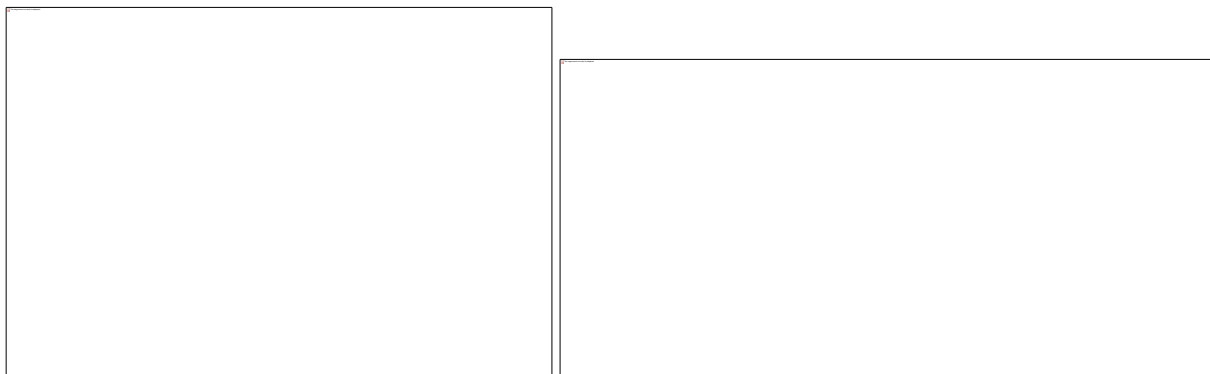
211. The “Iviewit” technologies were tested used and validated by leading engineers and companies including but not limited to Gerald Stanley of Real3d Inc., engineers at Lockheed Martin, the Intel Corporation, Silicon Graphics, Inc., AOLTW ( America Online-Time Warner), Sony and Warner Bros., with the 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 name<sup>66</sup> 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

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<sup>66</sup> 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.<sup>67</sup>

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 2009<sup>68</sup>.

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

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<sup>67</sup> Investigation Master Chart @

<http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm>

<sup>68</sup> 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.<sup>69</sup> 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:

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<sup>69</sup> 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.<sup>[1]</sup>”<sup>70</sup>

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.<sup>71</sup>

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

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<sup>70</sup> Wikipedia Real 3D, Inc. <https://en.wikipedia.org/wiki/Real3D>

<sup>71</sup> 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”<sup>72</sup>. 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.<sup>73</sup>

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 time<sup>74</sup>.

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<sup>72</sup>April 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>

<sup>73</sup> Hassan Miah LinkedIn <https://www.linkedin.com/in/hassanmiah>

<sup>74</sup> 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.<sup>75</sup>

249. As referenced in the March 25, 2009 SEC complaint regarding Intel<sup>76</sup> 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

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<sup>75</sup> Wikipedia Real 3D, Inc.

<https://en.wikipedia.org/wiki/Real3D>

<sup>76</sup> 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.***”<sup>77</sup> ( 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,

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<sup>77</sup> 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. Wheeler<sup>78</sup>

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

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<sup>78</sup> 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.<sup>79</sup>

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

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<sup>79</sup> 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.<sup>80</sup>

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.<sup>81</sup> TESCHER and SPALLINA directly know and are close friends with PROSKAUER Partner GORTZ of the

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<sup>80</sup> January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

<sup>81</sup> 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/](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 CFO<sup>82</sup>.
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,

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<sup>82</sup> 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 14-22<sup>83</sup>;

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.

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<sup>83</sup> 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 “ineligible<sup>84</sup>” 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

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<sup>84</sup> 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](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.”<sup>85</sup>

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

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<sup>85</sup> 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.<sup>86</sup>"

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

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<sup>86</sup> 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 claim<sup>87</sup> 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 order<sup>88</sup> would be necessary to determine who the trustee, beneficiaries, etc. of a lost and missing trust would be<sup>89</sup>, 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

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<sup>87</sup> 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.

<sup>88</sup> January 22, 2013 SPALLINA Letter Re Insurance <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130122%20Ted%20Letter%20and%20Spallina%20Letter%20re%20Insurance.pdf>

<sup>89</sup> 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 2013<sup>90</sup> and<sup>91</sup> and<sup>92</sup> and<sup>93</sup> .

316. Multiple requests for Discovery from TED in the Florida Probate Courts have been made including by short term counsel Brendan Pratt, Esq.<sup>94</sup> but no voluntary compliance by TED has occurred and no voluntary Discovery by TED produced.

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<sup>90</sup> 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>

<sup>91</sup> September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

<sup>92</sup> 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>

<sup>93</sup> 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>

<sup>94</sup> 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 15<sup>th</sup> 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

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<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 complaints<sup>95</sup> against Judge Phillips this becomes even more frightening.

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<sup>95</sup> "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 Agencies<sup>96</sup> 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

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<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>

<sup>96</sup>Iviewit Investigation Master List

[www.iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm](http://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

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 2753 NW 34<sup>th</sup> St.  
 Boca Raton, FL 33434  
 Telephone (561) 245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
[www.iviewit.tv](http://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*

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**SERVICE LIST**

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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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 printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM  
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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.

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printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM  
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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  
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SUPPORT STAFF  
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January 14, 2014

**VIA U.S. MAIL AND EMAIL**

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2101 Magnolia Lane  
Highland Park, IL 60035

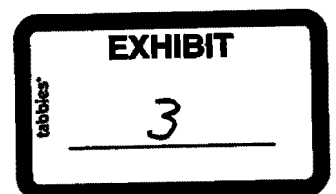
**Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein**

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.

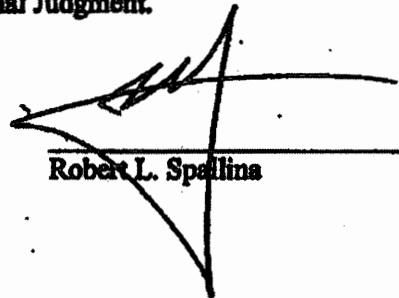
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable 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.

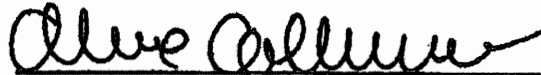
15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

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

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.

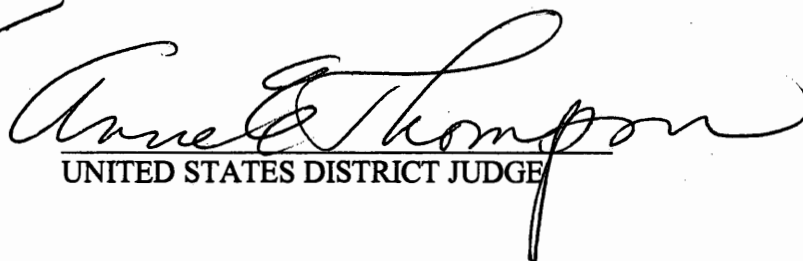
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

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

  
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,

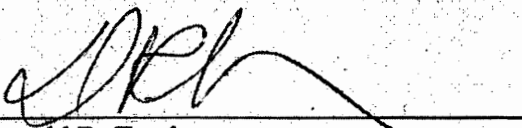
Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

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.

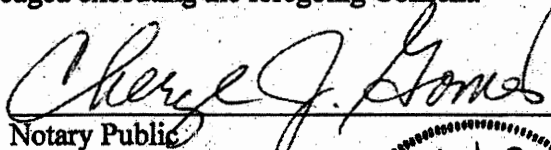
15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.



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.

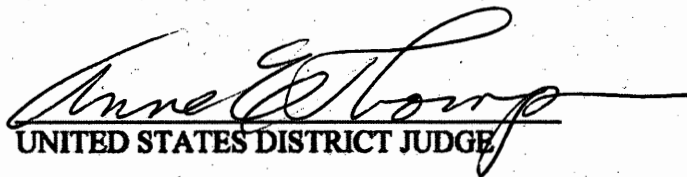
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

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).

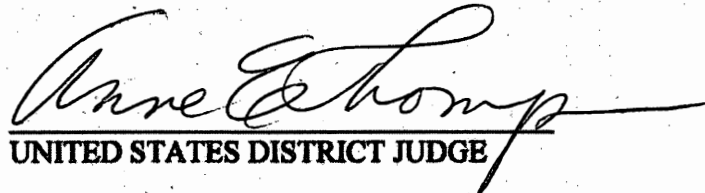
VII.

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





**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.

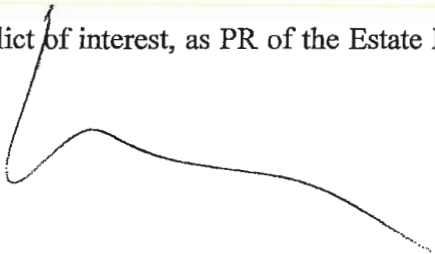
I have been advised that Mrachek represented those defendants and the position taken is not in conflict or adverse to the Estate's position. After mediation in June 2014, LIC, AIM, Shirley Trust and Ted settled with Stansbury. The Estate, then under the control of a Curator, did not settle with Stansbury. 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.



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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 Tescher<sup>1</sup>
- <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

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<sup>1</sup> 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  
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## 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  
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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

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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 <sup>th</sup> 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.

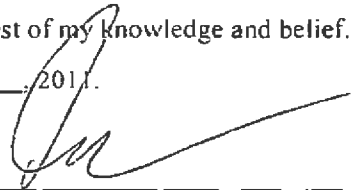
8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

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.

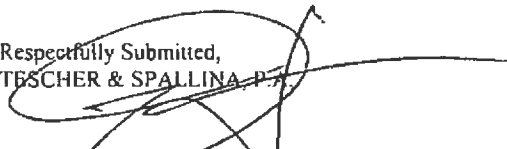
By:   
 ROBERT L. SPALLINA, ESQUIRE  
 Attorney for Petitioner  
 Florida Bar No. 0497381  
 4855 Technology Way, Ste. 720  
 Boca Raton, FL 33431  
 561-997-7008



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 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 <sup>th</sup> 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, 2012<sup>1</sup>.

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.

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<sup>1</sup>September 14, 2012 Emails Ted Tescher Spallina and Greenberg Traurig's Jon Swergold  
[www.iviewit.tv/20120914SpallinaTescherTedGreenbergTraurigSwergoldDayAfterSimonDies.pdf](http://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 Office<sup>2</sup>. 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

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<sup>2</sup> 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.<sup>3</sup>

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 Motion<sup>4</sup> 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 Discovery<sup>5</sup>.
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.

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<sup>3</sup>Ben Brown Emails Re TPP, JP Morgan and Production  
[www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf](http://www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf)

<sup>4</sup>May 06, 2013 Emergency Petition  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

<sup>5</sup>September 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 Pacenti<sup>6</sup> into conflicts of interest and improper seizing of persons and property under Guardianship / Probate programs run by Palm Beach Judges Martin Colin and David French<sup>7</sup> 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

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<sup>6</sup> 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/>

<sup>7</sup> 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 Bernstein<sup>8</sup>.

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.

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<sup>8</sup>20150608 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**<sup>9</sup> 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.<sup>10</sup>,

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<sup>9</sup> Trivia Night Invatation <https://www.documentcloud.org/documents/2623271-trivia-night.html> and <http://www.bellersmith.com/blog/4th-annual-trivia-night>

<sup>10</sup> 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 articles<sup>11</sup>.
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

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<sup>11</sup> 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 Motion<sup>12</sup> 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 Counterclaims<sup>13</sup> 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

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<sup>12</sup>May 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>

<sup>13</sup>September 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 Vasallo<sup>14</sup>, 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

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<sup>14</sup> 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. 2014<sup>15</sup> 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.<sup>16</sup>

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<sup>15</sup> 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>

<sup>16</sup> 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 fraud<sup>17</sup> and finally Orders a hearing for Sept. 13, 2013.

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<sup>17</sup>September 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

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<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 Transcript<sup>18</sup>.

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 to<sup>19</sup> yet Christine Yates is told by Spallina's Office that there was no Bernstein case or client?

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<sup>18</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

<sup>19</sup> 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 Colin<sup>20</sup> 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.

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<sup>20</sup> 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 Mandamus<sup>21</sup> 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 “Billed<sup>22</sup>” 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.

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<sup>21</sup> 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>

<sup>22</sup> 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](http://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's<sup>23</sup> 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 counsel<sup>24</sup> (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.**"

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<sup>23</sup> PBSO Sheriff Report Page 1-8

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140912%20Sheriff%20and%20Coroner%20Reports.pdf>

<sup>24</sup> 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 Colin<sup>25</sup>.

74. It is clear from the Vasallo records herein<sup>26</sup> 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 Discovery<sup>27</sup> and production throughout the Florida State Court litigation which has been denied to such an extent as to be Abuse of Discovery.

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<sup>25</sup>February 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>

<sup>26</sup> 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>

<sup>27</sup>November 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 Writs<sup>28</sup> 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

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<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>

<sup>28</sup> 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 Recusal<sup>29</sup> 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 Conference<sup>30</sup> 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-

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[OWrits%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf](#)

<sup>29</sup>May 19, 2015 Colin Sua Sponte Recusal and Steering of the Cases

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf>

<sup>30</sup>August 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%20930am%20Case%20Management.pdf>



day” Validity Trial for Dec. 15, 2015 in a case not even Noticed for Conference that day. See Sept. 15, 2015 Transcript<sup>31</sup>.

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, 2015<sup>32</sup>.
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

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<sup>31</sup> 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>

<sup>32</sup> 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 Hearing<sup>33</sup> 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

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<sup>33</sup> 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, 2014<sup>34</sup>.

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, 2010<sup>35</sup> 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

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<sup>34</sup>June 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>

<sup>35</sup>June 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, 2015<sup>36</sup> 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.)

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<sup>36</sup>May 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.

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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 Rose<sup>37</sup> 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, 2015<sup>38</sup>. 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.

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<sup>37</sup>Ciklin/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>

<sup>38</sup> 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 2010<sup>39</sup> 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 PBSO<sup>40</sup>, 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 fraud<sup>41</sup>.
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

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<sup>39</sup> 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>

<sup>40</sup> 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)

<sup>41</sup> 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 Bates<sup>42</sup> 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.

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<sup>42</sup> 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 entries<sup>43</sup> and<sup>44</sup>.
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 production<sup>45</sup>, 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

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<sup>43</sup> 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>

<sup>44</sup> 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>

<sup>45</sup> 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 vice<sup>46</sup> for a 30 day Continuance<sup>47</sup> and to get the Documents necessary to be able to represent my children properly and determine if any conflicts existed that prevented her

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<sup>46</sup>December 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>

<sup>47</sup>20151215 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 documents<sup>48</sup> 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

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<sup>48</sup>January 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 motions<sup>49</sup> and motions for Disqualification<sup>50</sup>.
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 Complaint<sup>51</sup> 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.

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<sup>49</sup> 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>

<sup>50</sup> 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>

<sup>51</sup> 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 149<sup>52</sup>

, See Post-Trial Motions and Disqualifications of Judge Phillips; see pending 4th DCA Writ of Prohibition appealing Original Phillips Denial of Disqualification<sup>53</sup>;

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

<sup>52</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

<sup>53</sup>

**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 SEC<sup>54</sup>, 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"<sup>55</sup> 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.

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<sup>54</sup> 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>

<sup>55</sup> 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-complaint<sup>56</sup> 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 stayed<sup>57</sup> 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**

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<sup>56</sup> 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>

<sup>57</sup> 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](http://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 Rose<sup>58</sup>.
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 P15000049545<sup>59</sup>
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](http://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

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<sup>58</sup> DEED

[www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf](http://www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf)

<sup>59</sup> [www.iviewit.tv/DocumentP15000049545Articles.pdf](http://www.iviewit.tv/DocumentP15000049545Articles.pdf) - Articles of Incorporation

[www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf](http://www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf) - Detail of Corp

Corporations who were initiating inquiry and investigation. See, Document Number P96000079975<sup>60</sup>

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)

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<sup>60</sup> [www.iviewit.tv/DocumentP96000079975.pdf](http://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

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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.<sup>61</sup> Where the VEBA Trust Trustee LASALLE is according to all parties the named PRIMARY BENEFICIARY of the missing insurance policy underlying this action.

<b>S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A</b>	
Employer Identification Number (EIN)	363479122

<sup>61</sup> 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, <a href="#">Rockford</a> , 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	<b>\$50,000,000 to greater</b>
Income	<b>\$10,000,000 to \$49,999,999</b>
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.<sup>62</sup> TED has other insurance business relationships with Tescher & Spallina, PA, TESCHER and SPALLINA right

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<sup>62</sup> Zillow Listing TED Home @ [http://www.zillow.com/homes/880-Berkeley-St-Boca-Raton-FL-33487\\_rb/?fromHomePage=true&shouldFireSellPageImplicitClaimGA=false](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.<sup>63</sup>

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.<sup>64,</sup>”

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.”

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<sup>63</sup> 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>

<sup>64</sup> 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 scheme<sup>65</sup>.
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.

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<sup>65</sup> 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.



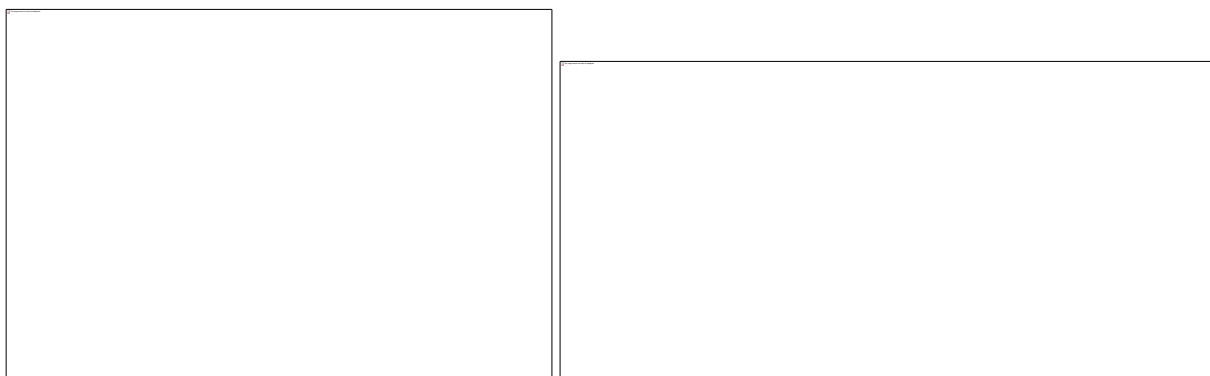
211. The “Iviewit” technologies were tested used and validated by leading engineers and companies including but not limited to Gerald Stanley of Real3d Inc., engineers at Lockheed Martin, the Intel Corporation, Silicon Graphics, Inc., AOLTW ( America Online-Time Warner), Sony and Warner Bros., with the 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 name<sup>66</sup> 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

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<sup>66</sup> 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.<sup>67</sup>

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 2009<sup>68</sup>.

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

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<sup>67</sup> Investigation Master Chart @

<http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm>

<sup>68</sup> 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.<sup>69</sup> 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:

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<sup>69</sup> 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.<sup>[1]</sup>,<sup>70</sup>

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.<sup>71</sup>

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

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<sup>70</sup> Wikipedia Real 3D, Inc. <https://en.wikipedia.org/wiki/Real3D>

<sup>71</sup> 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”<sup>72</sup>. 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.<sup>73</sup>

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 time<sup>74</sup>.

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<sup>72</sup>April 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>

<sup>73</sup> Hassan Miah LinkedIn <https://www.linkedin.com/in/hassanmiah>

<sup>74</sup> 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.<sup>75</sup>

249. As referenced in the March 25, 2009 SEC complaint regarding Intel<sup>76</sup> 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

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<sup>75</sup> Wikipedia Real 3D, Inc.

<https://en.wikipedia.org/wiki/Real3D>

<sup>76</sup> 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.***”<sup>77</sup> ( 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,

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<sup>77</sup> 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. Wheeler<sup>78</sup>

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

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<sup>78</sup> 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.<sup>79</sup>

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

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<sup>79</sup> 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.<sup>80</sup>

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.<sup>81</sup> TESCHER and SPALLINA directly know and are close friends with PROSKAUER Partner GORTZ of the

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<sup>80</sup> January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

<sup>81</sup> 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/](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 CFO<sup>82</sup>.
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,

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<sup>82</sup> 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 14-22<sup>83</sup>;

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.

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<sup>83</sup> 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 “ineligible<sup>84</sup>” 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

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<sup>84</sup> 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](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.”<sup>85</sup>

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

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<sup>85</sup> 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.<sup>86</sup>"

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

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<sup>86</sup> 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 claim<sup>87</sup> 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 order<sup>88</sup> would be necessary to determine who the trustee, beneficiaries, etc. of a lost and missing trust would be<sup>89</sup>, 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

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<sup>87</sup> 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.

<sup>88</sup> January 22, 2013 SPALLINA Letter Re Insurance <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130122%20Ted%20Letter%20and%20Spallina%20Letter%20re%20Insurance.pdf>

<sup>89</sup> 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 2013<sup>90</sup> and<sup>91</sup> and<sup>92</sup> and<sup>93</sup> .

316. Multiple requests for Discovery from TED in the Florida Probate Courts have been made including by short term counsel Brendan Pratt, Esq.<sup>94</sup> but no voluntary compliance by TED has occurred and no voluntary Discovery by TED produced.

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<sup>90</sup> 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>

<sup>91</sup> September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

<sup>92</sup> 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>

<sup>93</sup> 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>

<sup>94</sup> 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 15<sup>th</sup> 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

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<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 complaints<sup>95</sup> against Judge Phillips this becomes even more frightening.

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<sup>95</sup> "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 Agencies<sup>96</sup> 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

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<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>

<sup>96</sup>Iviewit Investigation Master List

[www.iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm](http://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 34<sup>th</sup> St.  
 Boca Raton, FL 33434  
 Telephone (561) 245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
[www.iviewit.tv](http://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 34<sup>th</sup> St.  
 Boca Raton, FL 33434  
 Telephone (561) 245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
[www.iviewit.tv](http://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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 printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM  
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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.

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printed by Employee Id #: 6480 on June 22, 2016 10:07:31AM  
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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.**

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4855 TECHNOLOGY WAY, SUITE 720  
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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 34<sup>th</sup> 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

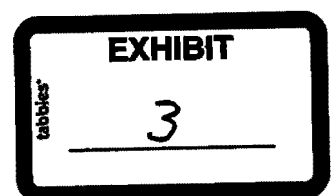
**Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein**

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.

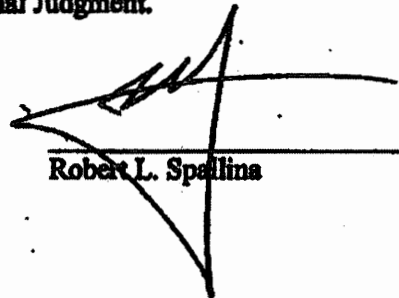
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable 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.

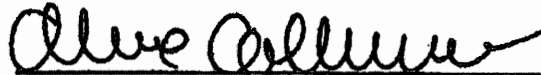
15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

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

Enterprise Services Center  
Accounts Receivable Branch  
6500 South MacArthur Boulevard  
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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.

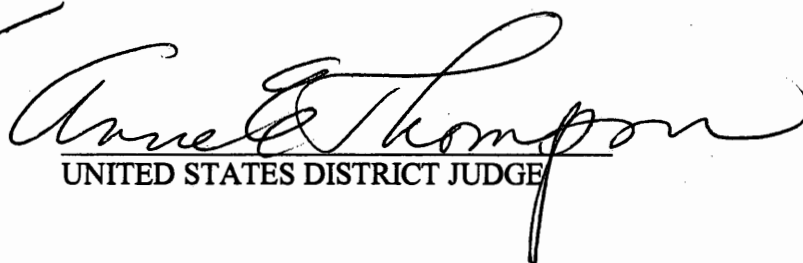
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

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.

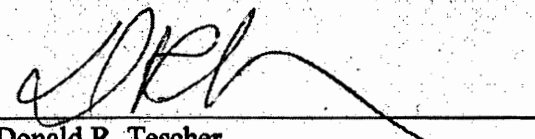
13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly 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.

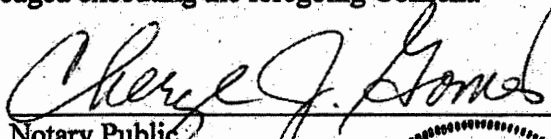
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable 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.

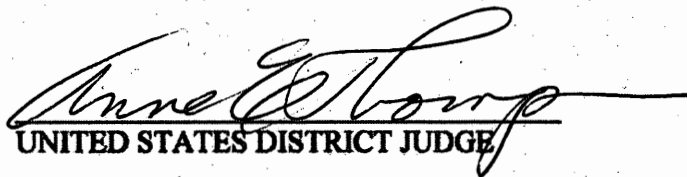
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

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).

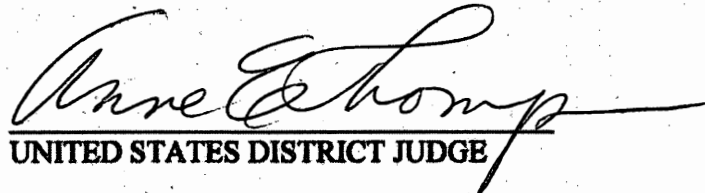
VII.

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



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

♀

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.

♀

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  
Tescher 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

♀

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

♀

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

<u>          </u> <u>          </u>	<u>          </u> <u>          </u>	<u>          </u> <u>          </u>	<u>          </u> <u>          </u>
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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 Tescher<sup>1</sup>
- <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

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<sup>1</sup> 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

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## 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.



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 <sup>th</sup> 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                      daughter                      adult  
   Highland Park, IL 60035

Lisa S. Friedstein              2142 Churchill Lane                      daughter                      adult  
   highland Park, IL 60035

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.

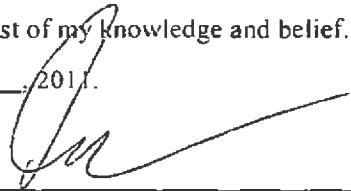
8.        The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

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 <sup>th</sup> 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, 2012<sup>1</sup>.

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.

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<sup>1</sup>September 14, 2012 Emails Ted Tescher Spallina and Greenberg Traurig's Jon Swergold  
[www.iviewit.tv/20120914SpallinaTescherTedGreenbergTraurigSwergoldDayAfterSimonDies.pdf](http://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 Office<sup>2</sup>. 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

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<sup>2</sup> 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.<sup>3</sup>

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 Motion<sup>4</sup> 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 Discovery<sup>5</sup>.
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.

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<sup>3</sup>Ben Brown Emails Re TPP, JP Morgan and Production  
[www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf](http://www.iviewit.tv/BenBrownEmailsForFedInjunctionBlakey.pdf)

<sup>4</sup>May 06, 2013 Emergency Petition  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

<sup>5</sup>September 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 Pacenti<sup>6</sup> into conflicts of interest and improper seizing of persons and property under Guardianship / Probate programs run by Palm Beach Judges Martin Colin and David French<sup>7</sup> 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

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<sup>6</sup> 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/>

<sup>7</sup> 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 Bernstein<sup>8</sup>.

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.

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<sup>8</sup>20150608 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**<sup>9</sup> 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.<sup>10</sup>,

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<sup>9</sup> Trivia Night Invatation <https://www.documentcloud.org/documents/2623271-trivia-night.html> and <http://www.bellersmith.com/blog/4th-annual-trivia-night>

<sup>10</sup> 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 articles<sup>11</sup>.
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

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<sup>11</sup> 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 Motion<sup>12</sup> 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 Counterclaims<sup>13</sup> 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

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<sup>12</sup>May 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>

<sup>13</sup>September 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%20Natl%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 Vasallo<sup>14</sup>, 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

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<sup>14</sup> 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. 2014<sup>15</sup> 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.<sup>16</sup>

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<sup>15</sup> 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>

<sup>16</sup> 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 fraud<sup>17</sup> and finally Orders a hearing for Sept. 13, 2013.

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<sup>17</sup>September 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

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<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130904%20FINAL%20SIGNED%20PRINT%20ED%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 Transcript<sup>18</sup>.

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 to<sup>19</sup> yet Christine Yates is told by Spallina's Office that there was no Bernstein case or client?

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<sup>18</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

<sup>19</sup> 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 Colin<sup>20</sup> 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.

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<sup>20</sup> 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 Mandamus<sup>21</sup> 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 “Billed<sup>22</sup>” 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.

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<sup>21</sup> 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>

<sup>22</sup> 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](http://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's<sup>23</sup> 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 counsel<sup>24</sup> (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.**"

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<sup>23</sup> PBSO Sheriff Report Page 1-8

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140912%20Sheriff%20and%20Coroner%20Reports.pdf>

<sup>24</sup> 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 Colin<sup>25</sup>.

74. It is clear from the Vasallo records herein<sup>26</sup> 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 Discovery<sup>27</sup> and production throughout the Florida State Court litigation which has been denied to such an extent as to be Abuse of Discovery.

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<sup>25</sup>February 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>

<sup>26</sup> 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>

<sup>27</sup>November 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 Writs<sup>28</sup> 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

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<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>

<sup>28</sup> 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 Recusal<sup>29</sup> 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 Conference<sup>30</sup> 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-

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[OWrits%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf](#)

<sup>29</sup>May 19, 2015 Colin Sua Sponte Recusal and Steering of the Cases

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf>

<sup>30</sup>August 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 Transcript<sup>31</sup>.

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, 2015<sup>32</sup>.
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

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<sup>31</sup> 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>

<sup>32</sup> 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 Hearing<sup>33</sup> 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

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<sup>33</sup> 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, 2014<sup>34</sup>.

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, 2010<sup>35</sup> 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

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<sup>34</sup>June 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>

<sup>35</sup>June 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, 2015<sup>36</sup> 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.)

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<sup>36</sup>May 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.

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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>

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 Rose<sup>37</sup> 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, 2015<sup>38</sup>. 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.

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<sup>37</sup>Ciklin/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>

<sup>38</sup> 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 2010<sup>39</sup> 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 PBSO<sup>40</sup>, 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 fraud<sup>41</sup>.
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

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<sup>39</sup> 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>

<sup>40</sup> 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)

<sup>41</sup> 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 Bates<sup>42</sup> 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.

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<sup>42</sup> 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 entries<sup>43</sup> and<sup>44</sup>.
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 production<sup>45</sup>, 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

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<sup>43</sup> 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>

<sup>44</sup> 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>

<sup>45</sup> 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 vice<sup>46</sup> for a 30 day Continuance<sup>47</sup> and to get the Documents necessary to be able to represent my children properly and determine if any conflicts existed that prevented her

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<sup>46</sup>December 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>

<sup>47</sup>20151215 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 documents<sup>48</sup> 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

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<sup>48</sup>January 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 motions<sup>49</sup> and motions for Disqualification<sup>50</sup>.
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 Complaint<sup>51</sup> 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.

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<sup>49</sup> 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>

<sup>50</sup> 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>

<sup>51</sup> 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 149<sup>52</sup>

, See Post-Trial Motions and Disqualifications of Judge Phillips; see pending 4th DCA Writ of Prohibition appealing Original Phillips Denial of Disqualification<sup>53</sup>;

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

<sup>52</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

<sup>53</sup>

**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 SEC<sup>54</sup>, 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"<sup>55</sup> 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.

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<sup>54</sup> 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>

<sup>55</sup> 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-complaint<sup>56</sup> 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 stayed<sup>57</sup> 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**

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<sup>56</sup> 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>

<sup>57</sup> 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](http://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 Rose<sup>58</sup>.
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 P15000049545<sup>59</sup>
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](http://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

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<sup>58</sup> DEED

[www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf](http://www.iviewit.tv/DEEDLIONSHEADLANDTRUSTINC7020LIONSHEADLANEBOCARATONFLSALE.pdf)

<sup>59</sup> [www.iviewit.tv/DocumentP15000049545Articles.pdf](http://www.iviewit.tv/DocumentP15000049545Articles.pdf) - Articles of Incorporation

[www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf](http://www.iviewit.tv/DocumentP15000049545DetailsCorp.pdf) - Detail of Corp

Corporations who were initiating inquiry and investigation. See, Document Number P96000079975<sup>60</sup>

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)

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<sup>60</sup> [www.iviewit.tv/DocumentP96000079975.pdf](http://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.<sup>61</sup> Where the VEBA Trust Trustee LASALLE is according to all parties the named PRIMARY BENEFICIARY of the missing insurance policy underlying this action.

<b>S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A</b>	
Employer Identification Number (EIN)	363479122

<sup>61</sup> 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, <a href="#">Rockford</a> , 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	<b>\$50,000,000 to greater</b>
Income	<b>\$10,000,000 to \$49,999,999</b>
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.<sup>62</sup> TED has other insurance business relationships with Tescher & Spallina, PA, TESCHER and SPALLINA right

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<sup>62</sup> Zillow Listing TED Home @ [http://www.zillow.com/homes/880-Berkeley-St-Boca-Raton-FL-33487\\_rb/?fromHomePage=true&shouldFireSellPageImplicitClaimGA=false](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.<sup>63</sup>

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.<sup>64,</sup>”

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.”

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<sup>63</sup> 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>

<sup>64</sup> 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 scheme<sup>65</sup>.
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.

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<sup>65</sup> 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.

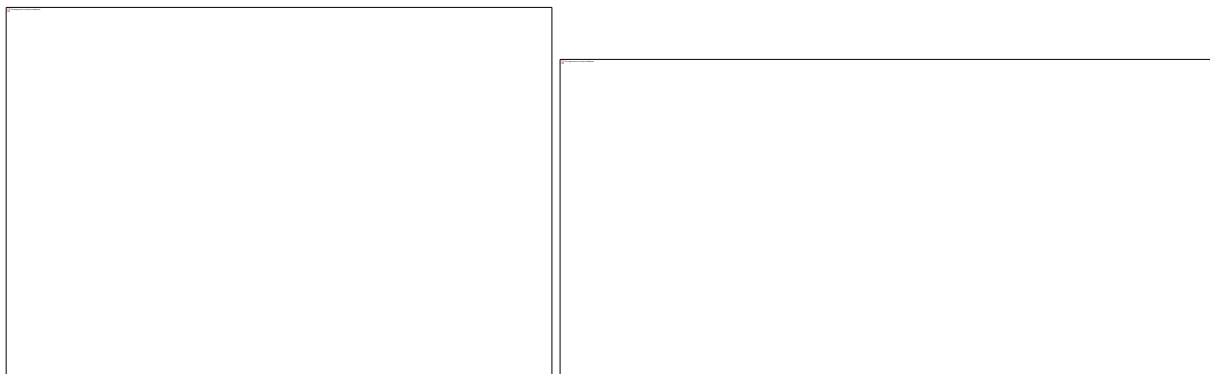
211. The “Iviewit” technologies were tested used and validated by leading engineers and companies including but not limited to Gerald Stanley of Real3d Inc., engineers at Lockheed Martin, the Intel Corporation, Silicon Graphics, Inc., AOLTW ( America Online-Time Warner), Sony and Warner Bros., with the 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 name<sup>66</sup> 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

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<sup>66</sup> 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.<sup>67</sup>

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 2009<sup>68</sup>.

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

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<sup>67</sup> Investigation Master Chart @

<http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm>

<sup>68</sup> 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.<sup>69</sup> 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:

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<sup>69</sup> 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.<sup>[1]</sup>,<sup>70</sup>

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.<sup>71</sup>

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

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<sup>70</sup> Wikipedia Real 3D, Inc. <https://en.wikipedia.org/wiki/Real3D>

<sup>71</sup> 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”<sup>72</sup>. 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.<sup>73</sup>

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 time<sup>74</sup>.

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<sup>72</sup>April 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>

<sup>73</sup> Hassan Miah LinkedIn <https://www.linkedin.com/in/hassanmiah>

<sup>74</sup> 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.<sup>75</sup>

249. As referenced in the March 25, 2009 SEC complaint regarding Intel<sup>76</sup> 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

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<sup>75</sup> Wikipedia Real 3D, Inc.

<https://en.wikipedia.org/wiki/Real3D>

<sup>76</sup> 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.***”<sup>77</sup> ( 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,

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<sup>77</sup> 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. Wheeler<sup>78</sup>

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

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<sup>78</sup> 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.<sup>79</sup>

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

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<sup>79</sup> 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.<sup>80</sup>

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.<sup>81</sup> TESCHER and SPALLINA directly know and are close friends with PROSKAUER Partner GORTZ of the

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<sup>80</sup> January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

<sup>81</sup> 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/](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 CFO<sup>82</sup>.
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,

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<sup>82</sup> 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 14-22<sup>83</sup>;

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.

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<sup>83</sup> 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 “ineligible<sup>84</sup>” 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

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<sup>84</sup> 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](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.”<sup>85</sup>

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

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<sup>85</sup> 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.<sup>86</sup>"

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

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<sup>86</sup> 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 claim<sup>87</sup> 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 order<sup>88</sup> would be necessary to determine who the trustee, beneficiaries, etc. of a lost and missing trust would be<sup>89</sup>, 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

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<sup>87</sup> 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.

<sup>88</sup> January 22, 2013 SPALLINA Letter Re Insurance <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130122%20Ted%20Letter%20and%20Spallina%20Letter%20re%20Insurance.pdf>

<sup>89</sup> 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 2013<sup>90</sup> and<sup>91</sup> and<sup>92</sup> and<sup>93</sup> .

316. Multiple requests for Discovery from TED in the Florida Probate Courts have been made including by short term counsel Brendan Pratt, Esq.<sup>94</sup> but no voluntary compliance by TED has occurred and no voluntary Discovery by TED produced.

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<sup>90</sup> 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>

<sup>91</sup> September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

<sup>92</sup> 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>

<sup>93</sup> 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>

<sup>94</sup> 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 15<sup>th</sup> 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

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<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 complaints<sup>95</sup> against Judge Phillips this becomes even more frightening.

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<sup>95</sup> "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 Agencies<sup>96</sup> 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

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<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>

<sup>96</sup>Iviewit Investigation Master List

[www.iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm](http://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 34<sup>th</sup> St.  
 Boca Raton, FL 33434  
 Telephone (561) 245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
[www.iviewit.tv](http://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 34<sup>th</sup> St.  
 Boca Raton, FL 33434  
 Telephone (561) 245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
[www.iviewit.tv](http://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.

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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  
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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 34<sup>th</sup> 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

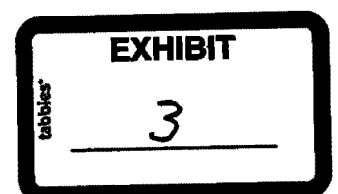
**Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein**

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.

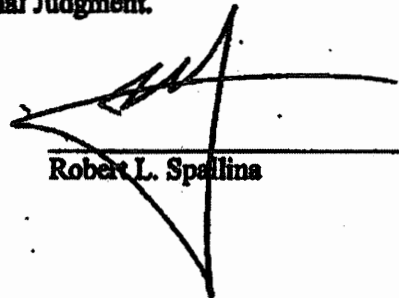
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable 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.

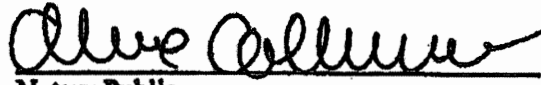
15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

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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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.

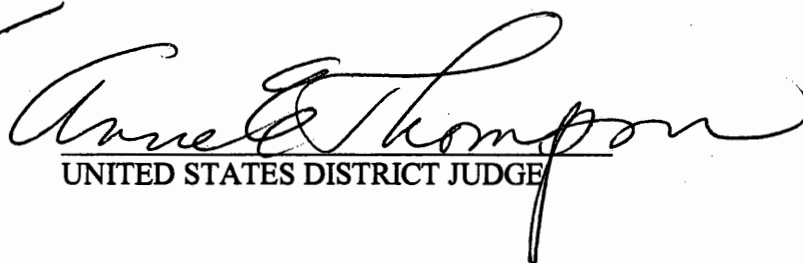
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

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.

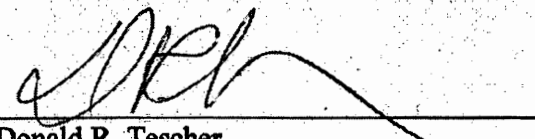
13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly 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.

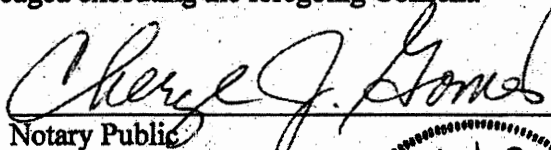
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable 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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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.

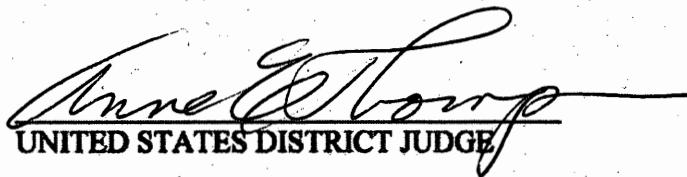
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

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).

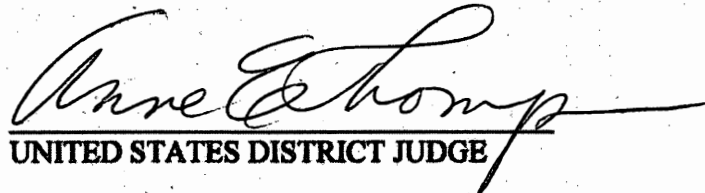
VII.

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

RECEIVED, 5/18/2016 4:40 PM, Clerk, Fourth District Court of Appeal

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

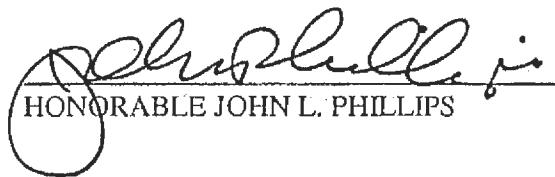


for an award of attorneys' fees to be paid out of the gross proceeds of any recovery, distributions or inheritance to be received by Ja.B., Jo.B, and/or D.B.

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  
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(561) 886-7628 - Cell  
(561) 245-8644 - Facsimile  
Email: [Eliot I. Bernstein \(iviewit@iviewit.tv\)](mailto:Eliot.I.Bernstein@iviewit.tv)

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(561) 833-0866 - Telephone  
(561) 833-0867 - Facsimile  
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\(john@jmorrisseylaw.com\)](mailto:John.P.Morrissey@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](mailto: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](mailto:jilliantoni@gmail.com)

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Mrachek Fitzgerald Rose  
Konopka Thomas & Weiss, P.A.  
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Joielle A. Foglietta, Esq.  
Ciklin Lubitz Martens & O'Connell  
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Email: [boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com);  
[jfoglietta@ciklinlubitz.com](mailto:jfoglietta@ciklinlubitz.com);  
[service@ciklinlubitz.com](mailto:service@ciklinlubitz.com);  
[slobdell@ciklinlubitz.com](mailto: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 18 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.

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**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.

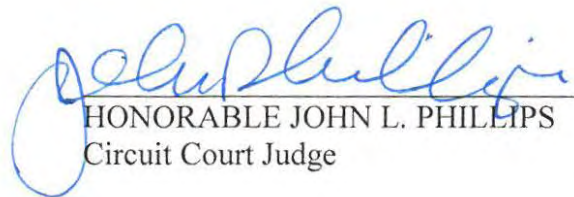
4. Accordingly, Eliot Bernstein is barred from any further participation in his individual capacity in this action, and is removed individually as a party. Any and all pending motions, claims, or other filings by Eliot Bernstein, individually, in this case are hereby stricken from the record, and no 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  
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(561) 245-8644 - Facsimile  
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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](mailto: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](mailto:jilliantoni@gmail.com)

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Ciklin Lubitz Martens & O'Connell  
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[jfoglietta@ciklinlubitz.com](mailto:jfoglietta@ciklinlubitz.com);  
[service@ciklinlubitz.com](mailto:service@ciklinlubitz.com);  
[slobdell@ciklinlubitz.com](mailto: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,~~ <sup>BY MARCH 4, 2014</sup> <sup>(initials)</sup> 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.

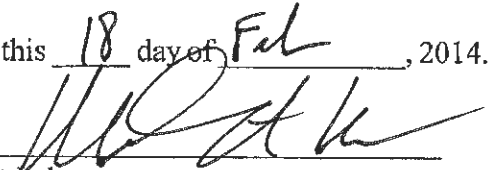
3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

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

*late*  
*THE COURT RESENTS THIS TO ENFORCE THIS ORDER.*



**SERVICE LIST**

Theodore Stuart Bernstein (e-mail)  
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950 Peninsula Corporate Circle, Suite 3010  
Boca Raton, Florida 33487

Alan B. Rose, Esq. (E-mail)  
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Dow PA  
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Eliot Bernstein (U.S. Mail)  
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Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)  
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Highland Park, Illinois 60035

Pamela Beth Simon (U.S. Mail)  
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Jill Iantoni (U.S. Mail)  
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Highland Park, Illinois 60035

Donald R. Tescher (E-mail)  
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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,

A handwritten signature in black ink, appearing to be 'RS' followed by a long horizontal line.

Dr. Ronik Seecharan

**CHAPTER 119 – PUBLIC RECORDS REQUEST PALM BEACH COUNTY SHERIFF**

**Eliot Ivan Bernstein  
2753 NW 34<sup>th</sup> 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](mailto: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](mailto:iviewit@iviewit.tv)  
<http://www.iviewit.tv>

## Miller, Kitty

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**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](mailto: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](mailto: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](mailto: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

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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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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1  
 CASE NO. 12121312 SUPPLEMENT 2 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

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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 printed by Employee Id #: 8105 on August 31, 2015 11:00:09AM  
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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     2  
C A S E N O . 1 2 1 2 1 3 1 2                      S U P P L E M E N T     2     O F F E N S E   R E P O R T                      C A S E N O . 1 2 1 2 1 3 1 2  
D I S P O S I T I O N :   Z U L U

TRANS. VIA EMAIL/COPY/PASTE: 02/13/2014/MDR/#6405

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printed by Employee Id #: 8105 on August 31, 2015 11:00:09AM  
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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 3 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

..  
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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printed by Employee Id #: 8105 on August 31, 2015 11:00:09AM  
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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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printed by Employee Id #: 8105 on August 31, 2015 01:31:42PM  
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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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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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\*PHONE #S\* HOME OTHER BUSINESS  
(561) 394 3552 (914) 738 2286 (312) 000 0000

ROLE:

OTHER ROLE NO. 11  
\*NAME\* 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  
\*NAME\* 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  
\*NAME\* 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

\*NAMES\* 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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