

IN THE FIFTEENTH JUDICIAL CIRCUIT COURT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION
CASE NO: 502012CP004391XXXXNB(IH)

IN RE:
ESTATE OF SIMON L. BERNSTEIN,
Deceased.

/

Proceedings before the Honorable
ROSEMARIE SCHER
Volume I

Friday, June 2, 2017
3188 PGA Boulevard
North County Courthouse
Palm Beach Gardens, Florida 33410
1:53 - 3:30 p.m.

Reported by:
Lisa Mudrick, RPR, FPR
Notary Public, State of Florida

Hon. Rosemarie Scher - 06/02/2017
Estate of Simon Bernstein

Page 2		Page 4	
1	APPEARANCES:	1	6
2	On behalf of William E. Stansbury:	2	Amended Petition for
3	PETER M. FEAMAN, P.A.	3	Authorization to Enter into
4	3695 West Boynton Beach Boulevard	4	Contingency Agreement, Docket
5	Suite 9	5	Entry 405
6	Boynton Beach, Florida 33436	6	Inventory 12-1-14
7	BY: PETER M. FEAMAN, ESQUIRE	7	Payment of Checks
8	(Mkoskey@feamanlaw.com)	8	
9	JEFFREY T. ROYER, ESQUIRE	9	
10	(Jroyer@feamanlaw.com)	10	
11	Also present: William Stansbury	11	
12		12	
13	On behalf of Ted Bernstein:	13	
14	MRACHEK FITZGERALD ROSE KONOPKA	14	
15	THOMAS & WEISS, P.A.	15	
16	505 South Flagler Drive, Suite 600	16	
17	West Palm Beach, Florida 33401	17	
18	BY: ALAN B. ROSE, ESQUIRE	18	
19	(Arose@mrachek-law.com)	19	
20	On behalf of the Personal Representative of the	20	
21	Estate of Simon Bernstein:	21	
22	CIKLIN LUBITZ & O'CONNELL	22	
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24	West Palm Beach, Florida 33401	24	
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	BRIAN M. O'CONNELL, ESQUIRE		
	(Boconnell@ciklinlubitz.com)		
	On behalf of Eliot Bernstein's minor children:		
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	2765 Tecumseh Drive		
	West Palm Beach, Florida 33409		
	BY: THE HONORABLE DIANA LEWIS		
	(Dzlewis@aol.com)		
	On behalf of himself:		
	ELIOT I. BERNSTEIN, pro se		
	(Iviewit@iviewit.tv)		

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1	- - -	1	13:53:29-13:53:45
2	I N D E X	2	PROCEEDINGS
3	- - -	3	- - -
4	EXAMINATIONS Page	4	BE IT REMEMBERED that the following
5	Witness:	5	proceedings were had in the above-styled and
6	WILLIAM STANSBURY	6	numbered cause in the North County Courthouse, City
7	BY MR. FEAMAN 61	7	of Palm Beach Gardens, County of Palm Beach, in the
8	BY MR. ELIOT BERNSTEIN 77	8	State of Florida, by Lisa Mudrick, RPR, FPR, before
9	BY MS. CRISPIN 85	9	the Honorable ROSEMARIE SCHER, Judge in the
10		10	above-named Court, on June 2, 2017, to wit:
11		11	- - -
12	EXHIBITS MARKED	12	THE COURT: All right. Let's have a seat
13	No. Stansbury's	13	everyone. And let's do general appearances for
14	1 Order Appointing Administrator Ad 54	14	the record if we can for the court reporter.
15	Litem, 5/23/14	15	We'll start with Ms. Crispin on the far
16	2 Amended Order Appointing 54	16	right.
17	Administrator Ad Litem, 6/16/14	17	MS. CRISPIN: Yes, good afternoon, Your
18	3 Motion to Intervene 56	18	Honor. Ashley Crispin on behalf of Brian
19	4 Verified Copy of Order Granting 57	19	O'Connell, the personal representative of the
20	Motion to Intervene	20	Estate of Simon Bernstein. And he is in the
21	5 Petition for Authorization to 57	21	back.
22	Enter into Contingency Agreement,	22	THE COURT: Okay.
23	Docket Entry 403	23	MR. ROSE: Alan Rose, Your Honor. I
24		24	represent Ted S. Bernstein as successor trustee
25		25	of the Simon Bernstein Trust, which is the sole
			residuary beneficiary of this estate.

<p>13:53:54-13:54:43 Page 6</p> <p>1 THE COURT: Okay.</p> <p>2 MR. ELIOT BERNSTEIN: Eliot Bernstein,</p> <p>3 pro se.</p> <p>4 MR. FEAMAN: Peter Feaman on behalf of</p> <p>5 Mr. Stansbury. With me in the court today is</p> <p>6 Mr. Stansbury.</p> <p>7 THE COURT: Thank you.</p> <p>8 MR. FEAMAN: Also with me is one of my law</p> <p>9 partners who may be participating today</p> <p>10 depending on what happens, Jeff Royer. Thank</p> <p>11 you.</p> <p>12 THE COURT: Okay. All right. Mr. Feaman,</p> <p>13 this is your client's motion --</p> <p>14 MR. FEAMAN: Thank you.</p> <p>15 THE COURT: -- so you may begin.</p> <p>16 MR. FEAMAN: Thank you. Brief opening</p> <p>17 statement, Your Honor, if I may.</p> <p>18 First, I am gratified that we had the</p> <p>19 previous hearings concerning the conflict</p> <p>20 allegations because Your Honor had a chance to</p> <p>21 become familiar with what's going on in</p> <p>22 Chicago. And so I would request first that</p> <p>23 Your Honor try your best to harken back to some</p> <p>24 of that knowledge and some of those documents</p> <p>25 may be repetitive, but I am glad we have that</p>	<p>13:56:20-13:57:16 Page 8</p> <p>1 hourly or contingency fee basis which has been</p> <p>2 offered by counsel up in Chicago. And that</p> <p>3 they state that it's in the best interests of</p> <p>4 the estate to continue with the litigation up</p> <p>5 in Chicago.</p> <p>6 When we first had the hearing in front of</p> <p>7 Judge Colin back in May 2014, Your Honor, which</p> <p>8 is now three years ago, there was some question</p> <p>9 raised by the parties in that room at that time</p> <p>10 as to whether this was going to be a wild goose</p> <p>11 chase. And so Judge Colin -- and by the way,</p> <p>12 we did a notice of filing the entire</p> <p>13 transcript, Your Honor, which I will give to</p> <p>14 you at today's hearing if there's not a ruling</p> <p>15 for Your Honor to review. Because only parts</p> <p>16 of it have been cited by opposing counsel. It</p> <p>17 can be somewhat misleading to the Court.</p> <p>18 But there the question was and the issue</p> <p>19 was should the judge appoint Mr. Stansbury as</p> <p>20 administrator ad litem to pursue this. The</p> <p>21 Court said, well, I don't want it to be</p> <p>22 Mr. Stansbury because he is a claimant, but I</p> <p>23 can appoint somebody independent. But because</p> <p>24 there were arguments made that this was not in</p> <p>25 the best interests of the estate, Mr. Stansbury</p>
<p>13:54:56-13:56:05 Page 7</p> <p>1 basis to go forward.</p> <p>2 The first part of this motion, Your Honor,</p> <p>3 should be the easiest, and that's to discharge</p> <p>4 Mr. Stansbury from any further responsibility</p> <p>5 of funding the Illinois litigation on behalf of</p> <p>6 the Estate of Simon Bernstein. There's no</p> <p>7 authority that I am aware of nor have I been</p> <p>8 cited to by anyone else that a claimant can be</p> <p>9 forced to fund litigation that benefits the</p> <p>10 estate. That's number one.</p> <p>11 Number two, the previous orders that began</p> <p>12 this train going down this track of</p> <p>13 Mr. Stansbury funding the Chicago litigation,</p> <p>14 both of whom -- both orders said "initially."</p> <p>15 One said initially, the one that Judge Colin</p> <p>16 entered the day of the hearing on May 23rd.</p> <p>17 And then the second order that came out about</p> <p>18 three weeks later Judge Colin actually wrote in</p> <p>19 "initially" in his order.</p> <p>20 And then thirdly, Your Honor, which we'll</p> <p>21 bring to the Court's attention when we put in</p> <p>22 our evidence, the personal representative has</p> <p>23 filed two motions in this estate saying that</p> <p>24 they would like to take over, they can take</p> <p>25 over the funding of the litigation either on an</p>	<p>13:57:31-13:58:35 Page 9</p> <p>1 volunteered to front the costs. And so that's</p> <p>2 how we went forward. And now here we are three</p> <p>3 years later. It's clear that the evidence will</p> <p>4 show that the estate does want to proceed with</p> <p>5 this action and a benefit has been conferred,</p> <p>6 which gets to the second part of the motion,</p> <p>7 which is Mr. Stansbury should be reimbursed now</p> <p>8 for his expenses that he has incurred.</p> <p>9 The third part of the motion, Your Honor,</p> <p>10 is the actual costs and expenses and fees that</p> <p>11 Mr. Stansbury has paid. And Mr. O'Connell and</p> <p>12 Mr. Rose and I have stipulated that if there's</p> <p>13 a ruling that Mr. Stansbury has benefitted the</p> <p>14 estate, then we would have a separate</p> <p>15 evidentiary hearing if we can't otherwise agree</p> <p>16 on the amount of the fees. Because we want to</p> <p>17 at least get done today what we can get done</p> <p>18 with regard to Mr. Stansbury's right to be</p> <p>19 discharged from funding the estate and whether</p> <p>20 Mr. Stansbury has conferred a benefit so that</p> <p>21 he would -- at this time so that he would be</p> <p>22 entitled to reimbursement of his costs.</p> <p>23 MR. ROSE: Just for the record, that's not</p> <p>24 the stipulation. The only thing we stipulated</p> <p>25 was we don't have to do today the amount. I</p>

<p>13:58:48-13:59:33 Page 10</p> <p>1 certainly don't agree that if you discharge him 2 he gets anything until there's been a benefit 3 to the estate. I can argue that. I didn't 4 want the record to be unclear that I by silence 5 stipulated to something that's not true. 6 MR. FEAMAN: I didn't mean to imply that, 7 Your Honor. 8 THE COURT: I honestly did not think that 9 you agreed to -- I understood. 10 MR. ROSE: We'll do the amount at another 11 time if you are going to award something. 12 THE COURT: I understood. Let me let 13 Mr. Feaman when he has completed his opening I 14 am going to ask the parties questions. So 15 continue. 16 MR. FEAMAN: Okay. Now, in regard to the 17 benefit that Mr. Stansbury has conferred upon 18 the estate, the evidence will show that the 19 original personal representatives, 20 Messrs. Tescher and Spallina, the disgraced 21 attorneys, had no intention of trying to 22 recover this money on behalf of the estate, the 23 life insurance proceeds. They were friends 24 with Ted Bernstein. And their loyalty was not 25 first to the estate, it was to Ted Bernstein</p>	<p>14:01:05-14:01:50 Page 12</p> <p>1 in Chicago his own motion on his own behalf as 2 a claimant to the Bernstein estate to 3 intervene. That motion was denied. But then 4 we had the hearing in May -- first we had 5 Mr. Stansbury filed a motion to appoint an 6 administrator ad litem or a curator for the 7 estate -- 8 THE COURT: That was Mr. Brown; am I 9 correct? 10 MR. FEAMAN: And that was Mr. Brown. And 11 then once Mr. Brown was in place, then 12 Mr. Stansbury moved and said, okay, I would 13 like to intervene, because Mr. Brown said, I 14 don't know, I don't really know enough. So 15 Mr. Stansbury said, well, I will move. And 16 then we had the hearing on the 23rd. 17 The hearing on the 23rd then it was 18 interesting because it was opposed by Ted 19 Bernstein. It was opposed by some of the other 20 attorneys. And Mr. Brown really was kind of 21 neutral. It was before Mr. O'Connell got into 22 that -- became the successor personal 23 representative. 24 So Mr. Stansbury at that hearing through 25 me volunteered to front the fees and costs</p>
<p>13:59:46-14:00:50 Page 11</p> <p>1 who is the plaintiff in that action. In fact, 2 they actively tried to keep the money out of 3 the estate, in clear violation of their duties 4 as PR. 5 At first Mr. Spallina, who was the PR 6 representative, said to the insurance company 7 claims department that he was the trustee of 8 the life insurance trust that's the plaintiff 9 up there. And when he could not prove that 10 that was the case, because they've never come 11 up with a copy of the alleged trust, then they 12 went to plan B. 13 And then Mr. Bernstein is now the 14 plaintiff, Ted Bernstein, in that Chicago 15 action saying he is the trustee of the trust 16 that's the plaintiff. So the insurance company 17 just interplead the funds. 18 Now, it wasn't until the PRs had to resign 19 from the estate in January of 2014 that then it 20 became obvious that there's going to be 21 administrator ad litem, a curator, and that's 22 when Mr. Stansbury said, okay, now that we need 23 a new PR, let's appoint somebody to go and get 24 that money, if possible. 25 And so before that Mr. Stansbury had filed</p>	<p>14:02:04-14:03:02 Page 13</p> <p>1 because we wanted to make sure the estate would 2 get in there. And so Judge Colin was gratified 3 that that was happening. So he signed both 4 those orders. 5 He signed the one order that said in 6 paragraph three that Mr. -- I have that here. 7 This was the order signed on the day of the 8 hearing by the judge. It is attached to our 9 submission. 10 And in paragraph three it says that 11 Mr. Stansbury will, quote, initially the costs 12 will initially be borne by William Stansbury, 13 close quote. Then in paragraph three, the 14 Court will consider any subsequent petition for 15 fees and costs by William Stansbury as 16 appropriate under Florida law. 17 It's the second order that was cited by 18 counsel for the trustee which then says that, 19 well, you are not entitled to, A, get out. And 20 I would disagree with that interpretation of 21 the second order. And that certainly you are 22 not entitled to any fees until such time as 23 there's an actual money judgment, or recovery 24 of money, I should say, under paragraph three. 25 Now, we take issue with that. That's not</p>

<p>14:03:21-14:04:11 Page 14</p> <p>1 Florida law. And, most importantly, when it 2 comes time the hearing itself was not about the 3 circumstances under which Mr. Stansbury would 4 eventually be reimbursed. And that was sort of 5 an add-on after the fact, which we'll get into 6 more later, but in the interests of time 7 because we do want to try to finish today. 8 So I have created a timeline, Your Honor, 9 so that you can get familiar. And if I may 10 approach? 11 THE COURT: You may. 12 MR. FEAMAN: Thank you. 13 THE COURT: Thank you. 14 MR. FEAMAN: You are welcome. 15 THE COURT: Does everybody have a copy of 16 the timeline? Thank you. This is just for 17 demonstrative purposes for the Court? 18 MR. FEAMAN: Yes, Your Honor. I am not 19 offering this. 20 THE COURT: Thank you. 21 MR. FEAMAN: And the timeline shows that 22 in February of 2014, now that the personal 23 representatives Spallina and Tescher are out, 24 Mr. Ted Bernstein had moved to be appointed as 25 independent curator or successor PR.</p>	<p>14:05:46-14:06:44 Page 16</p> <p>1 his motion to be discharged arguing in that 2 motion that we did what we were required to do, 3 the estate's in, and it's time to let the 4 estate bear the burden going forward. 5 That was then, as Your Honor can see in 6 those docket entries there, set for hearing 7 seven times. I think Your Honor having 8 observed this case for the short time that you 9 have can understand why we never got to 10 actually hear that, as there's always so much 11 going on in this case for better or for worse. 12 And so then Judge Phillips came on the 13 case, and so in May we re-filed our motion of 14 2016, we re-filed our motion to have 15 Mr. Stansbury discharged and for reimbursement. 16 And as Your Honor is aware, that's been noticed 17 three or four times. And here we are, thank 18 you, Your Honor. 19 THE COURT: Thank you. Can I ask a 20 question before we proceed further? 21 MR. FEAMAN: Yes. 22 THE COURT: I just want to know. I don't 23 want argument on it. I just want yes or no. I 24 will start with Ms. Crispin. Do you oppose the 25 discharge of Mr. Stansbury at this point from</p>
<p>14:04:27-14:05:29 Page 15</p> <p>1 Mr. Stansbury opposed that for the same 2 reasons that we opposed Mr. Ted Bernstein in 3 connection with being administrator ad litem in 4 connection with his action which we were here 5 last month on. And instead, the Court on the 6 25th appointed independent curator Ben Brown. 7 That's item number two. 8 Entry number three -- and the docket 9 entries are there as well, Your Honor, so you 10 can look those up. 11 THE COURT: Thank you. 12 MR. FEAMAN: In March Mr. Stansbury then 13 filed his petition as administrator ad litem to 14 protect the interests of the estate in the 15 Illinois litigation. And then, as I just 16 mentioned, in May the order granting that 17 petition was entered. And then on June 5th in 18 fact the motion to intervene was filed by 19 Mr. Stamos in Chicago. And in about seven 20 weeks, six weeks later, the Court on July 28th, 21 2014, granted the estate's motion to intervene. 22 Having perceived that we had performed 23 what we intended to perform, I then filed on 24 behalf of Mr. Stansbury, Your Honor, as you can 25 see on the timeline, in October of that year</p>	<p>14:06:58-14:07:46 Page 17</p> <p>1 paying fees? 2 MS. CRISPIN: Your Honor, it's complicated 3 for me to answer yes or no because 4 Mr. O'Connell was not present at the hearing. 5 He does read the transcript to interpret that 6 there was an agreement reached where 7 Mr. Stansbury would pay for the costs of this 8 litigation. He has taken that position. He is 9 more primarily worried about if he is 10 discharged then what happens then. So really I 11 think we are not really taking a position per 12 se about whether or not he should or shouldn't 13 be discharged. 14 But if he is called to testify, I want 15 Your Honor to understand what his position 16 would be on the stand. 17 THE COURT: I think I understand. 18 Mr. Rose? 19 MR. ROSE: We oppose the relief they are 20 seeking. 21 THE COURT: So you oppose allowing him not 22 to fund the litigation anymore? 23 MR. ROSE: The short 30 second legal 24 position is we have a valid court order. It 25 was not appealed. There's now an amended order</p>

<p>14:08:00-14:08:34 Page 18</p> <p>1 which superseded the original order. So we 2 have an amended order we are traveling under 3 that's crystal clear, a transcript which backs 4 it up, and we -- and that order has not been 5 complied with. 6 So our first position in our paper was he 7 is seeking relief from an order that he has not 8 complied with, so he should be held in contempt 9 of that order. And if he were not in contempt 10 of it, the order should be enforced as written. 11 It was a deal, a complicated deal worked out 12 over hundreds of pages. 13 And we did put in our motion the entire 14 transcript was already in the record at docket 15 entry 148. I did reference it in my memo I 16 submitted. 17 THE COURT: I know. 18 MR. ROSE: So I wasn't hiding anything. I 19 just gave you the short -- 20 THE COURT: You need not worry about it. 21 Give the Court a little credit that I read 22 everything, okay? 23 MR. ROSE: I was giving you the excerpted 24 pages that were relevant to my argument. 25 THE COURT: Thank you.</p>	<p>14:09:34-14:10:30 Page 20</p> <p>1 benefit. 2 Plus, there is no authority to force a 3 claimant to fund attempts to pursue assets of 4 the estate in accordance with Bookman V 5 Davidson, which we cited. And in the interests 6 of time I won't go through it except to say 7 that that case says a personal representative 8 of an estate is required to pursue, is required 9 by law to pursue assets and claims of the 10 estate. 11 Now, why is Stansbury -- so we think 12 that's pretty clear, that part of the motion, 13 respectfully. 14 The second part of the motion is why is 15 Mr. Stansbury entitled to get reimbursed now as 16 opposed to sometime in the future? And our 17 argument there, Your Honor, is that a benefit 18 has been conferred on the estate and therefore 19 his duty should end and he should be paid. 20 Now, why has he conferred benefit? 21 Because as we cite in our papers in the Estate 22 of Wejanowski, the court held that the trial 23 court could not require an executor to 24 demonstrate a monetary benefit before allowing 25 the expenditure of estate funds. And that the</p>
<p>14:08:41-14:09:20 Page 19</p> <p>1 MR. ROSE: Our position is that the motion 2 should be denied. 3 THE COURT: Okay. Mr. Eliot? 4 MR. ELIOT BERNSTEIN: I am opposing 5 certain acts here. 6 THE COURT: Okay. Thank you. 7 MR. ELIOT BERNSTEIN: And I will get to 8 those, I guess, when I get to speak. Okay. 9 THE COURT: All right. Thank you. 10 Mr. Feaman? 11 MR. FEAMAN: So my next paragraph is why 12 should Mr. Stansbury be discharged at this 13 time? 14 THE COURT: Okay. I am going to need you 15 to shorten up your opening because we don't 16 have a tremendous amount of time. 17 MR. FEAMAN: Thank you. Okay. First, he 18 did his job. He fronted the fees and costs. 19 The estate has been allowed to intervene. And 20 it now stands to reap a financial windfall as a 21 result of Mr. Stansbury's efforts. But for 22 Mr. Stansbury's efforts and Mr. Stansbury's 23 efforts alone, the estate would not be a party 24 and the estate would not be in a position now 25 to reap hundreds of thousands of dollars as a</p>	<p>14:10:44-14:11:42 Page 21</p> <p>1 true benefit to an estate provided by an 2 appellate attorney for purposes of entitlement 3 to payment of appellate fees and costs out of 4 estate assets is the presentation of a good 5 faith appeal and its ultimate resolution. 6 Here, Your Honor, we presented a good 7 faith motion to intervene. The estate is now 8 well positioned. He should get out and he 9 should get paid. 10 Finally, Your Honor, with regard to the 11 trustee's arguments that have been presented to 12 you briefly, and then I will be done, the 13 trustee, first of all, as Your Honor has 14 already found, he is adverse to the estate. So 15 I think Your Honor needs to take into account 16 what weight it will assign to the argument and 17 evidence that the trustee puts in. 18 Secondly, they are arguing that no benefit 19 has arisen to the estate until money is 20 actually recovered. 21 First of all, with regard to that 22 paragraph in Judge Colin's order, that's not -- 23 THE COURT: I don't think I found that he 24 -- I don't think I made a finding that he was 25 adverse to the estate.</p>

<p>14:11:49-14:12:33 Page 22</p> <p>1 MR. FEAMAN: Okay. I am not going to 2 argue with Your Honor. 3 THE COURT: No, no, no. 4 MR. FEAMAN: It's a side argument at this 5 point. 6 THE COURT: Okay. I just wanted -- like 7 if I had put that wording in the order I wanted 8 to go back and look. Okay. Thank you for 9 saying. All right. Move on. 10 MR. FEAMAN: It was a finding in 11 connection with his appointment to be 12 administrator ad litem. 13 THE COURT: Yes, I didn't think it was 14 appropriate. 15 MR. FEAMAN: We have moved past Mr. Rose's 16 argument. That's been argued and done. 17 THE COURT: Okay. 18 MR. FEAMAN: Now, has Mr. Stansbury 19 conferred benefit to the estate? We say at 20 this point absolutely, the Court need go no 21 further and can say, yes, you are entitled to 22 be reimbursed. And we cite two cases which if 23 I have time I will argue at the end. 24 And I mention first the Wejanowski case 25 which I have just mentioned. And then we</p>	<p>14:14:00-14:15:01 Page 24</p> <p>1 because under the Mills V Martinez case, 909 2 So.2d 340, that court held that an order that 3 merely grants or denies a motion does not 4 resolve -- and does not resolve the issue 5 conclusively, a trial court has the authority 6 to modify that order before entering a final 7 judgment. 8 Why is this important? Because in that 9 transcript -- and then I am done, Your Honor, 10 in the interests of time. In that hearing at 11 page 22, line six, the court stated the issue. 12 The court said, quote, So the question is 13 should the claimant be declared here as 14 administrator ad litem for the purposes of 15 being permitted to ask the court to be able to 16 intervene which the court may or may not do? 17 And after he stated the issue thusly, he 18 then repeated it, Judge Colin at page 23, 19 because he started to move away from 20 Mr. Stansbury and moved into appointing Ben 21 Brown to be the one to intervene on behalf of 22 the estate. And the court said at page 23, 23 line 15, quote, I will allow someone else to 24 intervene to appropriately determine whether 25 the estate has an interest in this money or</p>
<p>14:12:47-14:13:43 Page 23</p> <p>1 actually found, Your Honor, and I have to give 2 kudos to one of my law partners, an 1882 case 3 by the Supreme Court. But the language was 4 appropriate, and it says, if under the 5 circumstances the litigation was just and 6 proper and apparently for the benefit of the 7 estate, and brought bona fide, he is entitled 8 to credits for costs and charges and for 9 services rendered in connection with the 10 litigation. 11 And that's the Sherrell versus Shepard 12 case, 19 Florida 300. And that's the first 13 time in my career I have been able to cite a 14 case from the 1800s, so I am kind of actually 15 excited about that, Your Honor, because it 16 seems to be right on point. 17 In a more serious vein, Your Honor, for 18 Judge Colin to have ordered what he did in that 19 last paragraph of what I call the rogue order, 20 the second line, first, he did not revoke his 21 first order, but, secondly, that was not part 22 of the hearing. 23 And we say that Your Honor is free to 24 modify that order and vacate those orders, but 25 especially with regard to reimbursement now,</p>	<p>14:15:16-14:16:12 Page 25</p> <p>1 not. That's the issue, correct? At which 2 point I said yes. 3 And so when we are dealing with that issue 4 the Court, this Court now subsequently is not 5 bound by that last paragraph in that what I 6 call rogue order when we never had a chance to 7 argue when Mr. Stansbury would be entitled to 8 reimbursement. 9 Now, they latched on to that gratuitous 10 language at the end, but that wasn't before the 11 Court. It is before the Court now and we are 12 making that argument. 13 So we respectfully suggest that the Court 14 is not bound by that language if it were to 15 decide that not only can Mr. Stansbury get 16 discharged but that he should be compensated. 17 At the very least he should be discharged, Your 18 Honor. And then to end the litigation 19 concerning his compensation we are respectfully 20 requesting that you also order that he is 21 entitled to compensation and reserve on an 22 amount pending discussions with the parties 23 which we have stipulated to. Thank you. 24 THE COURT: Thank you. I am going to let 25 Mr. Eliot go next, please.</p>

14:16:24-14:17:29 Page 26

1 **MR. ELIOT BERNSTEIN:** Don't want Mr. Rose
2 to go?
3 **THE COURT:** No, I am letting you go next.
4 **MR. ELIOT BERNSTEIN:** Okay. Well, just to
5 make clear, Mr. Rose admitted himself today to
6 the Court as representing Ted Bernstein as
7 successor trustee to the Simon trust, correct?
8 **THE COURT:** The record stands for itself.
9 **MR. ELIOT BERNSTEIN:** Okay. And I believe
10 that's what's in there. And I believe we just
11 went through two hearings for Mr. Rose to
12 represent the Stansbury litigation whereby he
13 stated to this Court repeatedly on the record
14 as a witness, et cetera, that he had nothing to
15 do with the Illinois litigation at all, him and
16 his client. They had no involvement in this
17 litigation whatsoever. But yet Mr. Feaman just
18 explained to you three years of this Illinois
19 litigation where Mr. Rose is making opposition
20 in all kinds of things to interfere with the
21 estate's hiring of counsel, et cetera, which is
22 exactly opposite of what he told the Court on
23 the record just in those last hearings, which
24 is further, like Mr. Feaman put in his closing
25 statement for those hearings, that Mr. Rose

14:17:45-14:18:10 Page 27

1 misrepresented the record and was
2 misrepresenting things to the Court. Well,
3 here he just filed a pleading in this case
4 representing Ted Bernstein in the Illinois
5 insurance litigation. And I believe your order
6 says they are conflicted there.
7 **MR. ROSE:** I object.
8 **MR. ELIOT BERNSTEIN:** And this would be --
9 **THE COURT:** Hold on.
10 **MR. ELIOT BERNSTEIN:** And this would be --
11 I thought this was my opening.
12 **THE COURT:** Yes.
13 **MR. ELIOT BERNSTEIN:** Okay.
14 **THE COURT:** But I get to hear a legal
15 objection.
16 **MR. ELIOT BERNSTEIN:** Okay.
17 **MR. ROSE:** I think that, first of all,
18 it's improper argument. It's not really an
19 opening statement. And it's getting to be
20 borderline offensive.
21 **THE COURT:** Overruled. You won't insult
22 Mr. Rose. But other than that, overruled.
23 **MR. ELIOT BERNSTEIN:** Okay. But I will
24 call a fraud a fraud.
25 **THE COURT:** Go ahead.

14:18:27-14:19:23 Page 28

1 **MR. ELIOT BERNSTEIN:** Okay. And as I
2 understand it from the documents filed by
3 Mr. Rose on behalf of Ted Bernstein and from
4 the appearance made on the record today, Alan
5 Rose is appearing for Ted who Your Honor found
6 in conflict of interest with the estate in
7 relation to the Illinois litigation as
8 indicated in your April 27th order. And Rose
9 gave oral testimony and in statements in
10 relation to trying to represent the estate
11 against William Stansbury that he has no
12 involvement with the Illinois insurance
13 litigation. But his precise filing as an
14 attorney for a Ted, filing number 56988413,
15 e-filed 5/26 in this court, is directly about
16 the Illinois insurance litigation. And again,
17 all three years he's been representing the
18 Illinois insurance litigation issues that he
19 told you he had nothing to do with. Clearly
20 repeated, and that's why you allowed him to
21 represent in that other case.
22 So this all contradicts his testimony and
23 your findings, which is the basis to reopen and
24 amend the April 27th order in itself. And I
25 also know that I filed for an extension for

14:19:29-14:20:12 Page 29

1 rehearing of this order.
2 **THE COURT:** No, we are here on today's
3 motion.
4 **MR. ELIOT BERNSTEIN:** What?
5 **THE COURT:** I want you to know, Mr. Eliot,
6 I will allow you to have opening on today's
7 motion which is whether in your position on
8 Mr. Stansbury's motion. That is what we are
9 going to limit this argument to.
10 **MR. ELIOT BERNSTEIN:** That's all I am
11 arguing, meaning --
12 **THE COURT:** Okay. I must have
13 misunderstood.
14 **MR. ELIOT BERNSTEIN:** Okay.
15 **THE COURT:** So please continue, limiting
16 it to that issue.
17 **MR. ELIOT BERNSTEIN:** Okay. What's really
18 going on here is more direct frauds upon the
19 Court, and Ted Bernstein and Alan Rose trying
20 to control the Illinois litigation by
21 controlling the counsel for the estate in
22 efforts to cover up frauds. Not to mention the
23 fact that Alan Rose's papers show further
24 collusion with the former PRs Tescher and
25 Spallina who were central to all the original

14:20:27-14:20:56 Page 30

1 frauds in this court and in the Illinois court.
 2 And I can say that to my knowledge there's
 3 been no filing or docket entry in the Illinois
 4 case since the fraud of Rose and O'Connell in
 5 denying me for over a year as a beneficiary in
 6 Simon's estate, has now been admitted.
 7 **MR. ROSE:** Objection.
 8 **MR. ELIOT BERNSTEIN:** And I have already
 9 called upon the court --
 10 **MR. ROSE:** This is beyond the scope of the
 11 motion we are here for.
 12 **THE COURT:** Sustained.
 13 **MR. ELIOT BERNSTEIN:** All related --
 14 **THE COURT:** Sustained.
 15 **MR. ELIOT BERNSTEIN:** -- to the Illinois
 16 insurance.
 17 **THE COURT:** Sustained. Let's stay on
 18 point.
 19 **MR. ELIOT BERNSTEIN:** Okay. Called upon
 20 this court to confirm --
 21 **THE COURT:** No, that doesn't mean you keep
 22 the sentence going. Sustained. Move on to
 23 your point. Stay focused.
 24 **MR. ELIOT BERNSTEIN:** Okay. So nothing
 25 should be in my view on this motion should be

14:21:06-14:21:50 Page 31

1 happening here today other than scheduling
 2 hearings to unravel the fraud that are going
 3 on.
 4 **THE COURT:** Okay.
 5 **MR. ELIOT BERNSTEIN:** Meaning you just saw
 6 an attorney tell you he had nothing to do with
 7 this thing, and now we have heard he has been
 8 objecting to this litigation, filing opposition
 9 papers two or three years. And let me explain
 10 why.
 11 This whole issue starts really, and you
 12 weren't here for it, and why Mr. Stansbury is
 13 paying, Mr. Feaman kind of touched on, but I
 14 want to explain.
 15 **THE COURT:** I just want your position on
 16 whether he should continue to pay or not
 17 continue to pay, because that is what the
 18 opening is about, and you have got two more
 19 minutes.
 20 **MR. ELIOT BERNSTEIN:** Well, it's also
 21 about this hearing has been improperly --
 22 **THE COURT:** No.
 23 **MR. ELIOT BERNSTEIN:** -- conducted.
 24 **THE COURT:** It is --
 25 **MR. ELIOT BERNSTEIN:** Is he in conflict --

14:22:01-14:22:48 Page 32

1 **THE COURT:** No. What you are raising are
 2 not issues before the Court today, so please
 3 stay focused.
 4 **MR. ELIOT BERNSTEIN:** Okay. Well,
 5 everybody else has been able to give a little
 6 history, and Mr. Feaman was allowed that
 7 latitude.
 8 **THE COURT:** Mr. --
 9 **MR. ELIOT BERNSTEIN:** So I would like to
 10 explain the opening in my view, meaning give
 11 the background a little bit of why we are here
 12 today and why I believe that Mr. Stansbury
 13 should be recuperating his costs for the fraud
 14 that's cost him all this money and all of us.
 15 Meaning the real victims here are
 16 Mr. Stansbury and me who were victims of the
 17 original fraud that started this case.
 18 The Illinois insurance litigation was
 19 started by Robert Spallina filing a fraudulent
 20 claim for life insurance benefits, as
 21 Mr. Feaman noted. He did that at a time that
 22 my brother, who he was representing, had
 23 notified the police, the sheriff, and the
 24 coroner that my father might have been murdered
 25 by poisoning. And they tried to collect that

14:23:04-14:23:56 Page 33

1 death benefit without telling anybody. And
 2 they got denied because they couldn't prove
 3 that they had -- that Spallina was trustee of
 4 the trust he never had. And that's all in the
 5 records here. And I'm sure you've been reading
 6 about it.
 7 And what we have is then Ted Bernstein
 8 suing the life insurance company for failure to
 9 pay a claim to Robert Spallina as trustee.
 10 What he did was he sued though as trustee of
 11 the trust Spallina said he was trustee of.
 12 And then he wouldn't represent -- have the
 13 estate represented in these matters, because if
 14 the estate was represented by competent
 15 counsel, they immediately would have identified
 16 the fraud going on in the filing of claims by
 17 Mr. Spallina.
 18 **THE COURT:** I did make the finding,
 19 Mr. Feaman, you are absolutely correct.
 20 **MR. FEAMAN:** Okay.
 21 **THE COURT:** You may continue, Mr. Eliot.
 22 **MR. ELIOT BERNSTEIN:** And I think that
 23 goes to why Mr. Rose shouldn't be representing
 24 in conflict and that might be some sanctionable
 25 actions to take, you know, for him even

14:24:12-14:25:03 Page 34

1 appearing here after telling the Court he has
2 nothing to do with this stuff.
3 But Mr. Spallina then failed to represent
4 the estate's interest in the Illinois insurance
5 litigation because it would have proven out
6 that he committed fraud. So when we got rid of
7 him after he admitted and his law firm admitted
8 submitting fraudulent forged documents here, he
9 abdicated from the Illinois litigation
10 representing my brother in any way. And then
11 we had to find new counsel. So Mr. Feaman
12 brought in Mr. Stamos. And the Court was kind
13 of forced to make a decision here of why isn't
14 the estate representing --
15 **MR. ROSE:** Your Honor?
16 **MR. ELIOT BERNSTEIN:** -- on the interests
17 in a policy that has different beneficiaries.
18 **THE COURT:** No, he has got two more
19 minutes. Hold on one second, please. He has
20 got two more minutes. I am going to let him
21 complete his opening, at which point you will
22 be entitled to your opening.
23 **MR. ELIOT BERNSTEIN:** Okay.
24 **THE COURT:** You've got until exactly 20.
25 **MR. ELIOT BERNSTEIN:** Well, he got like

14:25:07-14:26:02 Page 35

1 25.
2 **THE COURT:** He has the burden.
3 **MR. ELIOT BERNSTEIN:** Oh, okay.
4 **THE COURT:** You do not.
5 **MR. ELIOT BERNSTEIN:** So I get half the
6 time? Okay.
7 **THE COURT:** So you get two more minutes.
8 **MR. ELIOT BERNSTEIN:** I will let it go.
9 I was thrown out of the Illinois
10 litigation, and I have advised the Court. And
11 I would like to enter into the evidence today a
12 letter --
13 **THE COURT:** This is not the appropriate
14 time. This is opening.
15 **MR. ELIOT BERNSTEIN:** Oh, okay. So I was
16 thrown out of the Illinois litigation because
17 they told that court that I was not a
18 beneficiary of my father's estate and I had no
19 standing. And Judge Blakey relied on this
20 Court's statement that I was not a beneficiary
21 and had no standing in my father's estate to
22 throw me out on a summary judgment, saying I
23 had no standing and therefore in Florida res
24 judicata and yada yada yada.
25 The bottom line is that was all

14:26:15-14:27:07 Page 36

1 orchestrated. This whole Florida court is
2 being manipulated to create another fraud on a
3 federal court. And everybody who is aware that
4 I am a beneficiary with standing should have
5 already notified federal Judge Blakey that
6 Mr. Rose misled this Court to gain those orders
7 by Judge Phillips. And that's where I will
8 close it up.
9 **THE COURT:** And that's good.
10 Mr. Rose, you may proceed.
11 **MR. ROSE:** Thank you. Good afternoon,
12 Your Honor.
13 **THE COURT:** Good afternoon.
14 **MR. ROSE:** I just need to go back on a
15 couple of points that were raised. Number one,
16 the trust that exists under which my client is
17 appointed has a specific provision that says if
18 you are the trustee of one trust it does not
19 preclude you from being the trustee of separate
20 trust.
21 I do not represent Ted Bernstein in
22 connection with the Illinois litigation. We
23 have been down that road. Your Honor ruled
24 what you ruled and that was that
25 Mr. Bernstein --

14:27:18-14:28:09 Page 37

1 **MR. ELIOT BERNSTEIN:** Sorry.
2 **THE COURT:** I will not tolerate that. You
3 know that. Thank you.
4 **MR. ROSE:** While the Illinois litigation
5 is pending you declined to appoint Ted
6 Bernstein as administrator ad litem. We have
7 all moved past that.
8 Eliot Bernstein is, for the umpteenth
9 time, a beneficiary of tangible personal
10 property whose value after it's sold by
11 Mr. O'Connell will probably be worth ten or 15
12 thousand dollars, his one-fifth share. And for
13 that \$15,000 we are spending hundreds of
14 thousands or perhaps eventually a million
15 dollars giving him his due process.
16 But let me talk about why we are here
17 today, and I am going to go a little bit in
18 reverse order.
19 And I think you were told, and someone can
20 correct me if I am wrong, but you were told
21 that there's a rogue order that has a provision
22 in it that was never discussed at a hearing and
23 was never part of an argument such that
24 Mr. Feaman's clients were -- client was denied
25 due process.

14:28:21-14:29:16 Page 38

1 Well, if you look at the whole transcript
 2 which again is docket entry 148, which also was
 3 recently re-filed by Mr. Stansbury,
 4 Mr. Stansbury's counsel, on page 35 summarizes
 5 an entire discussion between Mr. Morrissey, who
 6 represents four of the ten grandchildren -- I
 7 am on page 35 of the transcript. Mr. Morrissey
 8 at that time represented four of the
 9 grandchildren. The other six were
 10 unrepresented, although in my view the trustee
 11 was advocating their interests very well and
 12 got us to this point.

13 At the top of 35 the Court says that --
 14 after a lengthy discussion -- I didn't put that
 15 in because I didn't think someone would get up
 16 and tell you that the issue was never raised
 17 during the hearing.

18 But the Court said, it would only be the
 19 case if there was a recovery for the estate to
 20 which then Mr. Stansbury would say under the
 21 statute I performed a benefit for the estate.

22 So we had a lengthy discussion at that
 23 hearing, pages and pages of transcript where
 24 the issue was raised, when do I get paid back.
 25 And to suggest otherwise is being untrue to the

14:29:25-14:30:06 Page 39

1 documents that are before you. And you can
 2 read the transcript yourself and make your own
 3 decision.

4 **MR. ELIOT BERNSTEIN:** Your Honor, can I
 5 object?
 6 **THE COURT:** What's the legal objection,
 7 Mr. Eliot?
 8 **MR. ELIOT BERNSTEIN:** That he is
 9 conflicted and shouldn't be making arguments on
 10 the Illinois insurance litigation.
 11 **THE COURT:** Overruled. You may proceed,
 12 Mr. Rose.
 13 **MR. ROSE:** The estate in this case is
 14 represented by counsel. No one disputes they
 15 are represented by counsel and that counsel is
 16 a fine lawyer, Mr. Stamos. The only thing we
 17 are here to decide is who should pay that
 18 expense.
 19 Now, you've heard, and I wrote it down,
 20 there's a windfall to the estate been created
 21 by Mr. Stansbury. In fact, the evidence will
 22 demonstrate there's a liability created by
 23 Mr. Stansbury's actions. There's a lawyer in
 24 Chicago that's currently owed over \$41,000 and
 25 counting that's not been paid pursuant to a

14:30:21-14:31:12 Page 40

1 valid unappealed order of this Court. And
 2 that's a liability.

3 So not only does Mr. Feaman want to be
 4 ordered repaid the 70,000 that he paid, he
 5 wants the estate to start paying the 40,000 and
 6 all the way through the trial. And guess what?
 7 If they lose -- someone is right and wrong in
 8 Illinois, and we are not here to decide that.
 9 But it's gambling. If the estate is wrong and
 10 Mr. O'Connell has spent a couple hundred
 11 thousand dollars in litigation and he loses,
 12 guess what? It's not a windfall. It's a
 13 liability. It's a detriment.

14 And the whole point of the grand bargain
 15 that was discussed and reached in court that
 16 day was Mr. Stansbury is the only person
 17 outside the, quote, family that can take some
 18 of this money. It's in his best interests to
 19 get that money into the estate because he is
 20 suing us for two and a half million dollars.
 21 And so he is the guy who benefits. If other
 22 than him all the money stays in the family
 23 either through the Illinois trust or through
 24 the estate it would flow into this trust to
 25 benefit the children or the grandchildren.

14:31:23-14:32:16 Page 41

1 So we had this lengthy thing. And what I
 2 think we are here today is decide how important
 3 are orders of this Court?
 4 First of all, we know that an amended
 5 order supercedes the original order. So you
 6 can't tell me that the second order is a rogue
 7 order and I am going to ignore it.
 8 But they didn't appeal either of those
 9 orders. And, you know, I understand batting 70
 10 percent and he has paid about 70 percent of the
 11 expenses, that might be good enough to get you
 12 into the Hall of Fame in baseball or get you a
 13 lot of things. But 70 percent compliance with
 14 a court order is not acceptable to me, and I
 15 don't think it should be acceptable to this
 16 Court.
 17 We have a valid order. And the order was
 18 not willy-nilly. If you read the transcript,
 19 and I gave you pages -- I am sorry, did you
 20 have a question?
 21 **THE COURT:** I did. I am just thinking
 22 about whether it does the Court any good to ask
 23 it, so give me a second. Let's set aside at
 24 this moment let's set aside whether
 25 Mr. Stansbury may or may not be entitled to any

14:32:31-14:33:08 Page 42

1 reimbursement if money comes in. Let's just
2 set that aside.
3 Why am I not allowed to let him out and
4 let Mr. O'Connell hire a contingency, put it on
5 contingency basis? Wouldn't that be the PR's
6 decision as to whether or not to go forward
7 with the claim?
8 **MR. ROSE:** Well --
9 **THE COURT:** That is the PR's right.
10 Please address just my question.
11 **MR. ROSE:** I will.
12 **THE COURT:** That's my question.
13 **MR. ROSE:** Okay. Well, the answer to your
14 question is we are here because you have power
15 to make a ruling. No one is denying that you
16 have the power to make a ruling.
17 **THE COURT:** Okay.
18 **MR. ROSE:** You are talking about the
19 propriety of your ruling, the beneficiaries are
20 very much against hiring someone on a
21 contingency fee basis for this reason. The
22 cost to finish the case --
23 **THE COURT:** Wouldn't that be -- okay. Let
24 me listen to you. I am sorry.
25 **MR. ROSE:** Yeah. I understand. We put a

14:33:19-14:34:01 Page 43

1 lot of thought into this that goes on outside
2 of the courtroom. We have spoken to
3 Mr. O'Connell at length.
4 The agreement that you have not approved
5 -- the agreement that you approved from the
6 Shirley trust beneficiaries, that you have not
7 yet considered from the Simon trust
8 beneficiaries, which includes the four
9 grandchildren who are represented by
10 Mr. Morrissey, the three grandchildren who are
11 not represented but whose parents are actively
12 involved, and the three grandchildren who are
13 -- whose interests are being protected by the
14 guardian ad litem, those ten people agreed they
15 wanted Mr. O'Connell to oppose this motion, and
16 that those ten people agreed that if you are
17 going to excuse Mr. Stansbury from the promise
18 that he has made --
19 **MR. ELIOT BERNSTEIN:** I object, Your
20 Honor.
21 **THE COURT:** Legal objection?
22 **MR. ELIOT BERNSTEIN:** He is
23 misrepresenting that he has consent of all of
24 the beneficiaries.
25 **THE COURT:** So noted. Go ahead.

14:34:04-14:34:47 Page 44

1 **MR. ELIOT BERNSTEIN:** And he was supposed
2 to, by the way --
3 **THE COURT:** So noted. Move on. No, no.
4 **MR. ELIOT BERNSTEIN:** (Overspeaking) --
5 court hearing.
6 **THE COURT:** No, no.
7 **MR. ELIOT BERNSTEIN:** Oh, okay.
8 **THE COURT:** So noted.
9 **MR. ELIOT BERNSTEIN:** Okay.
10 **THE COURT:** You may proceed.
11 **MR. ROSE:** So I am not directly in the
12 Illinois litigation, but I know specific facts
13 about the Illinois litigation. One of the
14 facts I asked was if there's a budget to go to
15 trial. So I think the budget for trial is
16 \$50,000. It's going to be a one-day bench
17 trial in Chicago. I think there's -- it's a
18 fairly simple narrow case.
19 The proposed contingency fee would be
20 \$700,000 if they win. It's a light switch
21 case, I call it a light switch case; you flick
22 it up or you flick it down. There's no carving
23 in the middle. You can't say, well, we are
24 going to --
25 **THE COURT:** I understand. Either they get

14:34:54-14:35:30 Page 45

1 the money --
2 **MR. ROSE:** Right.
3 **THE COURT:** The insurance trust gets the
4 money or the estate gets the money. It's A or
5 B.
6 **MR. ROSE:** Right.
7 **THE COURT:** I got it.
8 **MR. ROSE:** At a loss, it's a loss. At a
9 win, it's \$700,000 to the lawyer on a
10 contingency fee when he has told us his hourly
11 rates are going to be 50. And in addition,
12 paying back Mr. Stansbury the 70 he has already
13 put out would mean that the total fee for this
14 litigation would be \$770,000. Everyone has
15 agreed if Your Honor is going to excuse
16 Mr. Stansbury, which we would request you not
17 do, that the estate is going to handle the
18 matter on an hourly rate basis, or that's the
19 preference of the people that will have to make
20 the decision afterwards.
21 One of the decisions -- some of the
22 decisions are going to be, do I pursue the case
23 or not. Another decision is do I settle the
24 case or not. But that's for Mr. O'Connell.
25 **THE COURT:** Okay.

14:35:37-14:36:25 Page 46

1 **MR. ROSE:** The specific answer to your
2 question --
3 **THE COURT:** You did.
4 **MR. ROSE:** -- you clearly have the power
5 to do something. We are here asking you not to
6 change the order. Because if you read what
7 Judge Colin did, it was very, very specific.
8 And it was not a five-minute hearing. It was a
9 lengthy hearing.
10 And, you know, the specific thing he says
11 on paragraph two, for the reasons subject to
12 the conditions stated on the record, all
13 attorney's fees and costs incurred shall be
14 initially borne by Mr. Stansbury. He has not
15 borne the expenses. He is in violation of the
16 order.
17 Florida law is very clear that if you are
18 in violation of an order you should not be
19 heard on that order. I don't know if he should
20 be heard on any matter, but he should at a
21 minimum he should have brought this into
22 compliance and shown up and said I have
23 complied with the order and would like relief
24 from it. So we have cited the case I won't
25 argue. It's in our brief. It's very clear to

14:36:38-14:37:39 Page 47

1 me under the law.
2 The second point, the order could not be
3 any clearer. Mr. Stansbury shall not be
4 reimbursed for any fees or costs incurred from
5 either the decedent's estate or the trust which
6 my client is the trustee of.
7 And as Your Honor knows, under certain
8 circumstances if Mr. O'Connell runs out of
9 money he can certify a need for money to the
10 trust, and a revocable trust can be required
11 under statute to occasionally pay money back.
12 So some day they may come and ask my client to
13 take money out of the trust that's designated
14 for these ten grandchildren to fund this
15 litigation that we -- you know, that right now
16 is being funded perfectly fine.
17 But he is not to be reimbursed unless
18 there is a recovery on behalf of the estate
19 that results in a net benefit to the estate.
20 That's not a rogue -- for someone to come
21 here and -- I am not criticizing the lawyer.
22 But the argument that is being made to you that
23 that's a rogue order when it's an order that
24 was never appealed, I think it is just flat out
25 wrong.

14:37:49-14:38:34 Page 48

1 The other thing is Mr. Stansbury has
2 gotten the benefit of all kinds of wonderful
3 things in the transcript. He has got the right
4 to talk to the lawyer in Chicago. He picks the
5 lawyer. He consults with him. I was standing
6 with Mr. Feaman outside --
7 **THE COURT:** Wrap up.
8 **MR. ROSE:** He gets called by the lawyer.
9 He is in communication. That was the bargain.
10 So in my view it's very important that we
11 follow court orders. It was not appealed.
12 Everybody relied upon it. He has gotten the
13 benefit of it.
14 This delay of years and years, I mean,
15 there was nothing in the order -- at the time
16 of this hearing we were waiting to get a
17 permanent PR. That was on the horizon. I
18 think the PR hearing was a few weeks after. I
19 think, if I recall, and I don't know for sure,
20 it was early July, like the 10th or something
21 of July, when we had a hearing to determine the
22 PR when Mr. O'Connell was going. That was like
23 a week after this order.
24 This isn't like it was a vacuum. We knew
25 that there was going to be a PR. And it still

14:38:49-14:39:37 Page 49

1 is this, that he is going to fund it. And so
2 to suggest that this was a temporary
3 arrangement is not correct.
4 Now, they had time to ask Judge Colin to
5 reconsider the order. They had a year and a
6 half to ask Judge Phillips. And on multiple
7 occasions they just withdrew their motion, they
8 would cancel their hearing. The record will
9 speak for itself. But we are now three years
10 down the line on an order that was never
11 appealed. And I don't think it's appropriate
12 to treat it like it's a worthless piece of
13 paper. It's an order of this Court.
14 Mr. Feaman said he never relied on a case from
15 the 1800s. Well, I am relying on a case from
16 this Court entered by this Court in 2014. And
17 we would ask that you deny the motion.
18 Now, this is what happens if you deny the
19 motion. Mr. Stansbury funds the litigation.
20 Presumably everyone on that side of the table
21 thinks it's a winning case. So he is going to
22 fund the litigation. It's going to get tried.
23 The estate is going to win.
24 There's no question that Mr. Stansbury
25 gets paid back immediately and first from a net

14:39:49-14:40:35 Page 50

1 recovery. We are not going to come in here and
 2 say, well, we didn't really benefit us. And
 3 that was very clear from the beginning. That's
 4 why Judge Colin said what he said.
 5 But if he is right about the case, he is
 6 going to finish funding it, they are going to
 7 try it and they are going to win it, and money
 8 is going to come in. He is going to get paid
 9 back every penny he is entitled to. If they
 10 are wrong and it's a loser, the estate has no
 11 harm whatsoever, no liability to a lawyer in
 12 Chicago, no outlay of funds.
 13 And you and I and Mr. O'Connell and
 14 Mr. Feaman we are not capable of deciding who's
 15 going to get that money. That's the judge in
 16 Illinois. But we arranged -- and I realize
 17 that Mr. O'Connell wasn't here yet, Judge Lewis
 18 wasn't in the case yet. But what the people
 19 that were in that courtroom in May arranged
 20 with the judge, and I could read you the whole
 21 transcript, I have highlighted it, so I think
 22 you've got a flavor. It was hotly contested.
 23 It was compromise. And Mr. Feaman made
 24 representations on the court. And the specific
 25 thing that Judge Colin said at the end, part of

14:41:19-14:41:51 Page 52

1 **THE COURT:** So this will be Stansbury's.
 2 Okay.
 3 **MR. FEAMAN:** And I have the -- and
 4 everybody will get copies.
 5 **THE COURT:** Mr. Eliot, do you have an
 6 objection?
 7 **MR. ELIOT BERNSTEIN:** No. Just
 8 clarification. Your order said this was
 9 confined, limited to one hour. Mr. Feaman sent
 10 out a letter saying that you and him had
 11 arranged that it couldn't go past 2:30. I just
 12 said to whom -- no, that's not correct?
 13 **THE COURT:** A couple of different things.
 14 **MR. ELIOT BERNSTEIN:** Okay.
 15 **THE COURT:** I am proceeding right now on
 16 my hearing.
 17 **MR. ELIOT BERNSTEIN:** Right.
 18 **THE COURT:** Secondly, I have never had a
 19 conversation with Mr. Feaman ever outside of
 20 this courtroom.
 21 **MR. ELIOT BERNSTEIN:** I meant with your
 22 clerk, with your J.A.
 23 **THE COURT:** My J.A.
 24 **MR. ELIOT BERNSTEIN:** Correct, in
 25 scheduling this.

14:40:46-14:41:12 Page 51

1 this is the sincerity of Mr. Feaman's side,
 2 it's a good thing and they made a pledge to do
 3 it, they are not going to go back on their
 4 word.
 5 I would ask you not to let them go back on
 6 their word.
 7 **THE COURT:** Thank you. All right,
 8 Mr. Feaman, call your first witness.
 9 **MR. FEAMAN:** I will move as quickly as
 10 possible.
 11 **MR. ELIOT BERNSTEIN:** Your Honor?
 12 **MR. FEAMAN:** I want to put some documents
 13 in before Your Honor even though they are
 14 already in the record so that you can have with
 15 you --
 16 **THE COURT:** Thank you.
 17 **MR. FEAMAN:** -- documents to refer to.
 18 **THE COURT:** Do you want me to mark?
 19 **MR. FEAMAN:** I have them marked on the
 20 back.
 21 **THE COURT:** No. But tell me if you want
 22 them -- how you want me to handle them,
 23 evidence, they are for me?
 24 **MR. FEAMAN:** I think evidence is the
 25 easiest way to create a record.

14:41:56-14:42:19 Page 53

1 **THE COURT:** So I am going to proceed right
 2 now.
 3 **MR. FEAMAN:** I have never had a
 4 conversation with your J.A., Your Honor.
 5 **THE COURT:** Thank you.
 6 **MR. ELIOT BERNSTEIN:** Or somebody did.
 7 **MR. FEAMAN:** Exhibit 1 --
 8 **THE COURT:** Thank you.
 9 **MR. FEAMAN:** -- is the first order of
 10 May 23rd.
 11 **THE COURT:** Okay. You are asking that
 12 this be placed in evidence or Court take
 13 judicial notice?
 14 **MR. FEAMAN:** Exhibit 1 it's stamped on the
 15 back, Your Honor.
 16 **THE COURT:** Any objection?
 17 **MR. ROSE:** I don't think it needs to be in
 18 evidence, but I don't have any objection.
 19 **THE COURT:** Okay.
 20 **MR. FEAMAN:** Your Honor, it doesn't need
 21 to be in evidence.
 22 **THE COURT:** I will just place it in
 23 evidence.
 24 **MR. FEAMAN:** It's just more orderly.
 25 **THE COURT:** Sure. Sure. Stansbury

14:42:23-14:42:52 Page 54

1 Petitioner's Number 1 admitted into evidence.
 2 Okay.
 3 (Stansbury's Exb. No. 1, Order Appointing
 4 Administrator Ad Litem, 5/23/14.)
 5 **MR. FEAMAN:** Then Number 2, Your Honor, is
 6 the second order --
 7 **MR. ROSE:** No objection.
 8 **MR. FEAMAN:** -- referred to.
 9 **THE COURT:** Thank you.
 10 **MR. FEAMAN:** I have an exhibit list.
 11 **MR. ROSE:** No objection to 2.
 12 **MR. FEAMAN:** Thank you.
 13 **THE COURT:** Thank you.
 14 (Stansbury's Exb. No. 2, Amended Order
 15 Appointing Administrator Ad Litem, 6/16/14.)
 16 **MR. FEAMAN:** Do you need a copy or are you
 17 okay?
 18 **MR. ROSE:** Why don't I have a copy?
 19 **MR. FEAMAN:** I am trying to move quickly,
 20 Your Honor.
 21 **THE COURT:** That's okay.
 22 **MR. ELIOT BERNSTEIN:** Do we know how long
 23 this hearing will go so we can --
 24 **THE COURT:** You know, that's very rude.
 25 **MR. ELIOT BERNSTEIN:** Well, excuse me.

14:42:56-14:43:29 Page 55

1 **THE COURT:** I am just saying you don't
 2 just --
 3 **MR. ELIOT BERNSTEIN:** I've got kids. And
 4 in the order --
 5 **THE COURT:** You need to stop.
 6 **MR. ELIOT BERNSTEIN:** The order said --
 7 **THE COURT:** No, no, no. When I say you
 8 need to stop, you need to stop talking.
 9 **MR. ELIOT BERNSTEIN:** Okay.
 10 **THE COURT:** Whose phone is going off?
 11 **MR. FEAMAN:** Your Honor, I apologize to
 12 the Court.
 13 **THE COURT:** That's okay. That's all
 14 right. Thank you.
 15 I have entered an order in these cases
 16 indicating, while I indicated it would be an
 17 hour, that is no promise that the hearings will
 18 end exactly in an hour.
 19 **MR. ELIOT BERNSTEIN:** In this order you
 20 said limited to one hour.
 21 **THE COURT:** And there was an order entered
 22 after indicating --
 23 **MR. ELIOT BERNSTEIN:** That's what I said
 24 to Mr. Feaman.
 25 **THE COURT:** There was a subsequent order

14:43:36-14:44:12 Page 56

1 that was entered.
 2 **MR. ELIOT BERNSTEIN:** That that would
 3 override this. Okay. I should have brought a
 4 pillow.
 5 **THE COURT:** My court reporter is really
 6 having a hard time. I apologize. I will try
 7 to be more aware. I apologize very much to
 8 you.
 9 Okay. You may proceed.
 10 **MR. FEAMAN:** Exhibit 3 is the motion to
 11 intervene filed by the estate in the United
 12 States District Court for the Northern District
 13 of Illinois.
 14 **MR. ROSE:** No objection.
 15 **THE COURT:** So entered.
 16 (Stansbury's Exb. No. 3, Motion to
 17 Intervene.)
 18 **MR. FEAMAN:** Exhibit 4 is the verified
 19 copy of the order granting the motion to
 20 intervene by the United States District Court
 21 Northern District of Illinois.
 22 **THE COURT:** Thank you.
 23 **MR. ROSE:** No objection to 4.
 24 **THE COURT:** Thank you.
 25 ///

14:44:58-14:45:40 Page 57

1 (Stansbury's Exb. No. 4, Verified Copy of
 2 Order Granting Motion to Intervene.)
 3 **MR. FEAMAN:** Exhibit 5 is the first motion
 4 by successor personal representative Brian
 5 O'Connell, docket entry 403, for authorization
 6 to enter into a contingency agreement with
 7 Illinois counsel in the pending life insurance
 8 litigation.
 9 **THE COURT:** I am happy to take that in
 10 since that's the way we are doing it. I did
 11 notice that you filed a notice for judicial --
 12 **MR. FEAMAN:** Yes.
 13 **THE COURT:** But I will just go ahead and
 14 continue the flow.
 15 (Stansbury's Exb. No. 5, Petition for
 16 Authorization to Enter into Contingency Agreement,
 17 Docket Entry 403.)
 18 **MR. FEAMAN:** And the purpose of the --
 19 don't mean to address the Court with my back to
 20 it.
 21 **THE COURT:** That's okay.
 22 **MR. FEAMAN:** The purpose of this, Your
 23 Honor, is for the Court to note in paragraph
 24 five where it says as of the date of the filing
 25 of this motion, which is December 2015,

14:46:02-14:46:53 Page 58

1 approximately a year and a half after the entry
 2 of the order ordering Mr. Stansbury to pay, it
 3 says, quote, The legal fees to date in the life
 4 insurance litigation have been paid by William
 5 Stansbury.
 6 And then paragraph seven, the successor
 7 personal representative believes that it is in
 8 the best interests of the estate to continue
 9 with the life insurance litigation.
 10 And then paragraph eight, Illinois counsel
 11 has agreed to waive the outstanding balance
 12 currently due and enter into a contingency
 13 agreement.
 14 **MR. ROSE:** Are we here to --
 15 **MR. FEAMAN:** Exhibit 6, Your Honor --
 16 **THE COURT:** Now why are you interrupting?
 17 **MR. ROSE:** No, no. Are we doing argument
 18 on each of these exhibits or just going to have
 19 them come in?
 20 **MR. FEAMAN:** I wasn't arguing.
 21 **THE COURT:** Please have a seat. He is
 22 just handing me the exhibits.
 23 **MR. FEAMAN:** Just reading. Exhibit 6 is
 24 docket entry 405 which is Mr. O'Connell's
 25 amended petition for authorization. And the

14:47:08-14:48:21 Page 59

1 amended petition contains the same language as
 2 Exhibit 5.
 3 (Stansbury's Exb. No. 6, Amended Petition
 4 for Authorization to Enter into Contingency
 5 Agreement, Docket Entry 405.)
 6 **THE COURT:** All right. I don't want you
 7 to annotate the exhibits.
 8 **MR. FEAMAN:** Okay.
 9 **THE COURT:** Just if you want to bring
 10 something to the Court's attention on it, then
 11 I will entertain anything else anyone else
 12 wants to bring to my attention.
 13 **MR. FEAMAN:** Okay. Just the only thing
 14 different is there's a new paragraph nine
 15 saying that there's also an hourly fee
 16 arrangement offered to the personal
 17 representative by Chicago counsel.
 18 And then, finally, Exhibit 7 is the
 19 inventory filed by Mr. O'Connell as successor
 20 personal representative dated December 1st,
 21 2014, showing the claim for the insurance
 22 proceeds in Chicago as an asset of the estate
 23 value unknown.
 24 (Stansbury's Exb. No. 7, Inventory
 25 12-1-14.)

14:48:29-14:48:51 Page 60

1 **MR. FEAMAN:** Now I would call
 2 Mr. Stansbury to the stand.
 3 **THE COURT:** All right.
 4 **MS. CRISPIN:** I just want to interject
 5 quickly. I know you asked the estate's
 6 position on whether or not Mr. Stansbury should
 7 be discharged.
 8 **THE COURT:** Yes.
 9 **MS. CRISPIN:** There was a second component
 10 to that, which was should he be reimbursed for
 11 what he has already paid. And I did want the
 12 Court to know that Mr. O'Connell's position is
 13 similar to that of Mr. Rose's, which is notated
 14 on page 35 of the transcript, is that until
 15 there is a net recovery to the estate it should
 16 not be repaid.
 17 **THE COURT:** Okay. Thank you.
 18 **MS. CRISPIN:** Thank you.
 19 **THE COURT:** Thank you, Ms. Crispin.
 20 All right, go ahead.
 21 As I do in all the hearings, I will keep
 22 the evidence up here for anybody to reference,
 23 my very complicated evidence label.
 24 - - -
 25 Thereupon,

14:49:11-14:49:48 Page 61

1 WILLIAM STANSBURY,
 2 a witness called on behalf of himself, being by the
 3 Court duly sworn, was examined and testified as
 4 follows:
 5 **THE WITNESS:** I do.
 6 **THE COURT:** Thank you. Please have a
 7 seat.
 8 **MR. FEAMAN:** Permission to lead the
 9 witness to go through some background
 10 information, Your Honor?
 11 **THE COURT:** I think that in this case we
 12 better just go with the standard.
 13 **MR. FEAMAN:** Thank you.
 14 **DIRECT (WILLIAM STANSBURY)**
 15 **BY MR. FEAMAN:**
 16 **Q. Please state your name and address.**
 17 A. William Stansbury. 6920 Caviro Lane,
 18 Boynton Beach, Florida.
 19 **Q. And you are presently a claimant against**
 20 **this Estate of Simon Bernstein, and you have**
 21 **brought an action against the estate seeking the**
 22 **recovery of money; is that correct?**
 23 A. It is, yes.
 24 **Q. What's the approximate value of your**
 25 **claim?**

14:50:06-14:51:05 Page 62

1 A. Approximately 2.5 million.

2 **Q. And when did you first obtain knowledge**

3 **that there was a life insurance policy that was in**

4 **effect at the time of Simon Bernstein's death where**

5 **death benefits of which might rightfully belong to**

6 **the Estate of Simon Bernstein?**

7 A. I first became aware of the life insurance

8 policy in the fall of 2011.

9 **Q. How was that?**

10 A. Inadvertently, I suspect, that the life

11 insurance policy on Mr. Bernstein lapsed. And

12 there was a great deal of panic in the office.

13 There were concerns about his health and the fact

14 that there may not be an opportunity to get the

15 policy benefit back alive. And because of my 40

16 years of experience in the insurance industry, I

17 was consulted with to see if there was anything

18 that I could suggest or recommend that might help

19 to re-establish the benefit for Mr. Bernstein who

20 was the owner of the policy at that time.

21 **Q. Is that the same policy that's at issue in**

22 **the Chicago litigation?**

23 A. It is.

24 **Q. And were you successful in getting the**

25 **policy reinstated?**

14:51:14-14:52:25 Page 63

1 A. I was.

2 **Q. And you were working with Mr. Simon**

3 **Bernstein at that time?**

4 A. I was.

5 **Q. And now Mr. Bernstein passed away in, I**

6 **believe, the fall of 2012; is that correct?**

7 A. September of 2012, yes.

8 **Q. Okay. How did you learn that there had**

9 **become an issue as to who or what the beneficiary**

10 **of that life insurance policy was?**

11 A. There was a lot of e-mailing and things

12 going back and forth that I became aware of. And

13 the fact that the life insurance policy was being

14 submitted to the insurance company with a claim

15 being made by a trustee who wasn't the trustee of

16 the life insurance policy that was described in the

17 benefit as being a beneficiary.

18 **Q. Was that Mr. Spallina?**

19 A. It was.

20 **Q. Did you become aware subsequently that**

21 **then a lawsuit had been filed in Illinois involving**

22 **the death benefits of that policy?**

23 A. Yes.

24 **Q. And how much are those death benefits as**

25 **far as you know?**

14:52:36-14:53:37 Page 64

1 A. It's in the 1.6, 1.7 million dollar range,

2 something in that vicinity.

3 **Q. And did there come a time when you learned**

4 **that there was a disagreement over who the**

5 **beneficiary of that policy is?**

6 A. Yes.

7 **Q. Did you make inquiries as to whether the**

8 **estate was involved at that time in the litigation**

9 **that was pending in Chicago?**

10 A. Yes.

11 **Q. And what did you find out?**

12 A. I found out that they were not being

13 represented at all in that litigation.

14 **Q. Did that concern you?**

15 A. It did.

16 **Q. Why?**

17 A. Well, on a number of levels. First of

18 all, you know, obviously, if I can bring additional

19 liquidity into the estate that tends to help not

20 just the estate but potentially any claim that I

21 might be awarded, so there was an interest there.

22 I am -- I was at that time 40 years in the

23 life insurance profession, and I ran large offices

24 and regions for major life insurance companies.

25 And I understood from time to time that people do

14:53:53-14:54:57 Page 65

1 pass away and the beneficiaries are not always

2 being -- they are not always able to be found.

3 Businesses have been listed as beneficiaries or

4 trusts that are no longer there and can't be proven

5 up.

6 And so I know that there were

7 opportunities for estates of others to make claims,

8 and those estates were subsequently awarded

9 benefits that either were paid based on the will or

10 the intestacy laws of the state that the person

11 resided in.

12 And I took it as a professional

13 responsibility. You know, this was not just

14 something that I was trying out. As I said, I was

15 40 years in the business at that point. And I had

16 leadership positions in the community and county

17 and nationally in the insurance business.

18 And so for me to observe an application

19 for insurance to be submitted by, not the

20 application, but the claim to be submitted by

21 someone who really had no interest in that, and

22 they represent to the insurance company claim

23 department that they are the beneficiary, to me

24 that was offensive, you know, that is somewhat in

25 violation of I am aware of a statute in Florida

14:55:17-14:56:15 Page 66

1 817.234. It seems to violate that statute.
2 So I felt there was a responsibility to at
3 least bring to the attention of the court for the
4 reasons that I stated that there should be given an
5 opportunity for the estate to have a seat at the
6 table to at least argue a case.
7 **Q. So in November of 2013 did you personally**
8 **hire an attorney to attempt to intervene on your**
9 **behalf in that action as a claimant of the**
10 **Bernstein estate?**
11 A. I did.
12 **Q. And what was the result of that?**
13 A. We were denied.
14 **Q. Now, you recall that in January of 2014**
15 **then the personal representatives, Messrs. Tescher**
16 **and Spallina, resigned; is that correct?**
17 A. Yes.
18 **Q. And did you then ask the probate court**
19 **here in Florida to appoint an independent curator**
20 **or administrator ad litem to intervene?**
21 A. I did.
22 **Q. And the court, as you heard in opening**
23 **statement, granted your motion for the appointment**
24 **first of an independent curator; is that correct?**
25 A. Correct, yes.

14:56:26-14:57:15 Page 67

1 **Q. That was Mr. Brown?**
2 A. Correct.
3 **Q. Did you file then a subsequent motion to**
4 **have the estate intervene in the Chicago**
5 **litigation?**
6 A. Yes.
7 **Q. And your motion recited that you would be**
8 **the intervenor; is that correct?**
9 A. Yes.
10 **Q. And then do you recall the hearing on**
11 **May 23rd, were you there in the courtroom at that**
12 **time in 2014 concerning the appointment that**
13 **resulted in the orders that we have discussed this**
14 **morning?**
15 A. Yes.
16 **Q. And the court obviously then granted the**
17 **petition and ordered that you would initially bear**
18 **the costs of the litigation, correct?**
19 **MR. ROSE:** Objection, the order speaks for
20 itself.
21 **THE COURT:** Sustained.
22 **BY MR. FEAMAN:**
23 **Q. Now, do you know how much money at this**
24 **point you have actually paid just to Mr. Stamos's**
25 **law firm?**

14:57:27-14:58:47 Page 68

1 A. It's in the range of \$70,000.
2 **Q. And do you recall over what period of time**
3 **that is?**
4 A. It's from when I received his first
5 invoice through January of this year, 2017.
6 **Q. Let me hand you what's been marked as**
7 **Composite Exhibit 8. Can you first identify what**
8 **Composite Exhibit 8 represents?**
9 A. They represent payments that were made to
10 Ben Brown's firm and Mr. Stamos's firm for fees
11 that were generated as a result of what we'll call
12 the Chicago litigation.
13 **Q. Okay. And so the first check is payable**
14 **to Matwiczuk and Brown. Was that Ben Brown's firm,**
15 **as you mentioned?**
16 A. Yes.
17 **Q. And then there's a check -- and then**
18 **there's, just in the interest of time --**
19 **THE COURT:** Legal objection?
20 **MR. ROSE:** The document is not in evidence
21 yet. I don't have an objection to it coming
22 into evidence, but he shouldn't be reading from
23 a document that's not in evidence.
24 **THE COURT:** Are you moving it in?
25 ///

14:58:59-14:59:40 Page 69

1 **BY MR. FEAMAN:**
2 **Q. Are those checks generated by you --**
3 **THE COURT:** Wait. Did you want to put it
4 in evidence?
5 **MR. FEAMAN:** Yeah, I am going to lay a
6 predicate.
7 **THE COURT:** He just said he didn't object.
8 **MR. FEAMAN:** I would move those in
9 evidence at this time, Your Honor.
10 **THE COURT:** Okay. Let me just mark it.
11 **MR. FEAMAN:** He has the marked one, if I
12 could, I will switch.
13 **THE COURT:** Thank you. I appreciate that.
14 **MR. ROSE:** Is that 8?
15 **THE COURT:** This is 8. This is
16 Stansbury's 8.
17 (Stansbury's Exb. No. 8, Payment of
18 Checks.)
19 **BY MR. FEAMAN:**
20 **Q. And in the interests of time could you**
21 **just briefly list the check number and the amount**
22 **and the date and the payee?**
23 A. Starting with Mr. Brown or going to the
24 first?
25 **Q. Yes, starting with the first page and**

14:59:54-15:00:48 Page 70

1 going through?
 2 A. I am having a difficult time seeing a
 3 check number on a cashier's check. Do you see it?
 4 Q. 1167815311?
 5 A. Oh, okay.
 6 Q. That's \$3,401, correct?
 7 A. Correct.
 8 Q. Okay.
 9 A. The next check number is 1166312927.
 10 Q. Date?
 11 A. December the 18th, 2014.
 12 Q. Amount?
 13 A. \$5,290.49.
 14 Q. Next?
 15 A. It's my check number 129.
 16 Q. Date?
 17 A. February 27th, 2015.
 18 Q. Amount?
 19 A. \$9,551.66.
 20 Q. Next?
 21 A. Check number 134, amount --
 22 Q. Payee?
 23 A. Payee is Stamos and Trucco.
 24 Q. Date?
 25 A. The date of the check is April 24th, 2015.

15:02:42-15:03:28 Page 72

1 Trucco. The date is February the 13th, 2017. The
 2 amount is \$10,000 even.
 3 Q. Okay. At the hearing back in May of 2014
 4 why did you volunteer to pay the -- well, first,
 5 did you volunteer to pay initially the fees and
 6 costs that would be incurred by the estate in
 7 connection with the intervention?
 8 A. Yes.
 9 MS. CRISPIN: Your Honor, objection.
 10 Transcript speaks for itself what the position
 11 was at the time of the hearing.
 12 THE COURT: Overruled.
 13 BY MR. FEAMAN:
 14 Q. Had a personal representative been
 15 appointed by the court yet at that time?
 16 A. No.
 17 Q. And after the motion to intervene was
 18 granted did you then move to be discharged from
 19 further responsibility for funding the estate?
 20 A. I did.
 21 Q. And how long after the court's granting of
 22 the estate's motion to intervene up in Chicago did
 23 you move to be discharged from further
 24 responsibility that you can recall?
 25 A. Seems like it was two or three months,

15:01:05-15:02:04 Page 71

1 Q. Amount?
 2 A. \$4,107.28.
 3 Q. 136?
 4 A. Yeah, check number 136, it's dated June
 5 the 1st of 2015, anniversary date, or yesterday.
 6 Q. The payee?
 7 A. Payee is Stamos and Trucco.
 8 Q. Amount?
 9 A. \$7,805.60.
 10 Q. The next check?
 11 A. Check number 139.
 12 Q. Payable to?
 13 A. Stamos and Trucco.
 14 Q. Date?
 15 A. July the 13th, 2015.
 16 Q. Amount?
 17 A. \$16,936.38.
 18 Q. Next check?
 19 A. Number 154, payable to Stamos and Trucco.
 20 Q. Date?
 21 A. Date is August the 12th, 2016.
 22 Q. Amount?
 23 A. \$16,585.
 24 Q. Next check?
 25 A. Check number 159, payable to Stamos and

15:03:38-15:04:53 Page 73

1 somewhere in that neck of the woods.
 2 Q. Okay.
 3 A. Two, two and a half months.
 4 Q. Why did you believe it appropriate to move
 5 to be discharged at that time?
 6 A. Well, because I did what I promised that I
 7 would do. I generated a benefit for the estate.
 8 And but for that intervention the estate may not
 9 have had a seat at the table and had any claim at
 10 all to the insurance proceeds. We were able to --
 11 not we. The attorney was able to get, I don't know
 12 what the legal words are, but get standing to
 13 represent the estate. Summary judgments that were
 14 presented by the plaintiff were defeated. And so
 15 the estate was represented and that was a benefit.
 16 Q. Why do you think you should be discharged
 17 at this time from any further responsibility from
 18 funding this estate's participation in that
 19 litigation in Chicago?
 20 A. Well, at this time, you know, again, I did
 21 what I said I was going to do. I funded the
 22 litigation. A benefit was provided, in addition to
 23 what I just described, by Mr. Stamos who offered
 24 Mr. O'Connell the opportunity to take either a
 25 contingent or an hourly fee basis.

15:05:12-15:06:18 Page 74

1 So from my perspective if you have any
 2 concerns about litigation expense, a contingency
 3 fee arrangement sort of takes all of those expenses
 4 that you might incur off the table. The only thing
 5 that would result would be a benefit or no cost,
 6 which to me to is benefit.
 7 So from my perspective that is a large
 8 benefit and one that Mr. Stamos in the pleading or
 9 filing or motion, whatever you call it that you
 10 read before, has agreed is a benefit. Whether he
 11 chooses to pay hourly or not, that's up to him.
 12 But I have certainly provided the opportunity for
 13 him to reap a benefit where the estate would lose
 14 nothing and only gain. To me that's a huge
 15 benefit.
 16 **Q. Did Ted Bernstein, the successor trustee**
 17 **to the trust that's the sole residual beneficiary**
 18 **of the Simon Bernstein estate, did he through his**
 19 **counsel oppose your attempts to get the estate**
 20 **intervened?**
 21 A. Yes.
 22 **Q. Why is that, do you believe?**
 23 A. I can't figure it out because essentially
 24 it's the parents or the plaintiffs and their
 25 children are the defendants. So it's, you know,

15:06:31-15:07:15 Page 75

1 parents and children trying to figure out who gets
 2 the money.
 3 But, you know, I can't speak for why they
 4 do what they do. But, you know, my understanding
 5 from the documents that have been presented in
 6 court is that if the money goes to the estate --
 7 **MS. CRISPIN:** Your Honor, move to strike,
 8 hearsay and speculation.
 9 **THE COURT:** Sustained. Give me one
 10 second, please. All right. Let me just
 11 interrupt.
 12 **MR. FEAMAN:** No further questions, Your
 13 Honor.
 14 **THE COURT:** Oh, I am sorry, I didn't mean
 15 to interrupt. But this goes to what question
 16 Mr. Eliot was asking earlier. I did not
 17 respond because I didn't have an answer.
 18 We will need to -- I had this set for an
 19 hour. I left it open. But I am signing judge,
 20 and I have two emergencies already going. So
 21 we can either end here -- or I'd like to
 22 complete his testimony, if possible. But I
 23 need it to be done by 3:30. So I don't know if
 24 that's possible.
 25 **MR. FEAMAN:** I am done.

15:07:27-15:08:01 Page 76

1 **THE COURT:** Thank you.
 2 Mr. Eliot, why don't you proceed?
 3 **MR. ELIOT BERNSTEIN:** Well, first, I
 4 wasn't trying to stop the proceeding.
 5 **THE COURT:** I know.
 6 **MR. ELIOT BERNSTEIN:** I brought a pillow
 7 and a tent, because your order says I could be
 8 here forever, which I think prejudiced me and
 9 everybody else. But because I have kids and I
 10 got to take care of them and all those things.
 11 And I was just trying --
 12 **THE COURT:** You can proceed with the
 13 cross-examination.
 14 **MR. ELIOT BERNSTEIN:** I know, but --
 15 **THE COURT:** Thank you. Now. Now. No,
 16 no, no. Thank you. Appreciate it.
 17 **MR. ELIOT BERNSTEIN:** Don't think I have
 18 enough time in a half hour to again do what I
 19 need to do.
 20 **THE COURT:** You don't think you have
 21 enough time in a half hour?
 22 **MR. ELIOT BERNSTEIN:** No. I was going to
 23 call some witnesses on my own.
 24 **THE COURT:** No. You are just -- we are
 25 going to continue the hearing, sir. This is

15:08:08-15:08:39 Page 77

1 just your questions for Mr. Stansbury.
 2 **MR. ELIOT BERNSTEIN:** Oh. Will we have
 3 enough time for me to call witnesses and
 4 everything?
 5 **THE COURT:** Today?
 6 **MR. ELIOT BERNSTEIN:** Yes.
 7 **THE COURT:** Please do your questioning of
 8 Mr. Stansbury. And after we are done with
 9 Mr. Stansbury we are going to recess for the
 10 day.
 11 **MR. ELIOT BERNSTEIN:** Okay.
 12 **THE COURT:** Okay?
 13 **MR. ELIOT BERNSTEIN:** Yeah.
 14 **CROSS (WILLIAM STANSBURY)**
 15 **BY MR. ELIOT BERNSTEIN:**
 16 **Q. You said you worked on the policy**
 17 **reinstatement in 2011; is that correct?**
 18 A. Correct.
 19 **Q. And that's the life insurance policy**
 20 **that's the subject of this hearing, correct?**
 21 A. Yes, it is.
 22 **Q. Okay. Did you see the policy at that**
 23 **time?**
 24 A. No, I did not.
 25 **Q. Did you see the new policy that was**

15:08:46-15:09:51 Page 78

1 issued?

2 A. No, I did not.

3 Q. Did you get any paperwork on that?

4 A. No, I didn't.

5 Q. Okay. Have you notified state authorities

6 that there was possible fraud in this insurance

7 matter before this Court?

8 A. As I mentioned earlier, I am a

9 professional in the insurance industry. And I have

10 a responsibility with my license to advise the

11 Department of Insurance if I see anything that

12 appears to be an irregularity for them to

13 investigate. And it was my professional opinion

14 that there was an irregularity, and I notified the

15 Department of Insurance.

16 Q. What was the irregularity?

17 A. Well, the irregularity that I saw was that

18 -- I guess there were a couple. But number one was

19 the fact that a claim was made on a policy by an

20 individual representing himself as the trustee of a

21 trust where he wasn't the trustee of the trust.

22 Q. Who was that individual?

23 A. Robert Spallina.

24 Q. And he was who?

25 A. He was -- well, he was a number of things.

15:10:08-15:11:02 Page 79

1 He was a friend of Ted Bernstein's. He was a

2 lawyer. And he was the PR. And I think he also

3 wore the hat of trustee of the trust. So he was

4 wearing a lot of hats.

5 Q. Okay. And did you contact or have your

6 attorney contacted the FBI regarding matters

7 involving this insurance?

8 MS. CRISPIN: Objection, relevance.

9 MR. FEAMAN: Objection, calls for

10 attorney/client privileged information.

11 THE COURT: Sustained.

12 MR. ELIOT BERNSTEIN: So don't ask him

13 again? Okay. Okay.

14 THE COURT: Sustained on the

15 attorney/client privilege.

16 MR. ELIOT BERNSTEIN: Okay.

17 BY MR. ELIOT BERNSTEIN:

18 Q. Are you aware that in the Illinois

19 litigation that there was a summary judgment

20 against my rights stating that I wasn't a

21 beneficiary and have standing in Simon Bernstein's

22 estate?

23 MR. ROSE: Objection, relevance,

24 materiality.

25 THE COURT: Sustained.

15:11:16-15:12:16 Page 80

1 BY MR. ELIOT BERNSTEIN:

2 Q. Are you aware that Simon Bernstein has you

3 as the successor trustee of his trust at one point,

4 and you would have been in charge of this insurance

5 litigation?

6 MR. ROSE: Objection.

7 THE WITNESS: Yes, I am aware of that.

8 BY MR. ELIOT BERNSTEIN:

9 Q. Okay. Are you aware that when Robert

10 Spallina filed that fraudulent insurance claim that

11 there was an investigation started at that time

12 into my father's death being from poisoning?

13 MR. ROSE: Objection, relevance.

14 MS. CRISPIN: Join.

15 THE COURT: Sustained.

16 BY MR. ELIOT BERNSTEIN:

17 Q. Well, I know -- well, let me ask you this.

18 Mr. Spallina failed to represent the estate's

19 interest in the Illinois insurance litigation; is

20 that correct?

21 A. Not only failed to represent it; it

22 appeared to me that he was actually working adverse

23 to the estate.

24 Q. Okay. And --

25 MR. ROSE: Objection, move to strike,

15:13:09-15:14:20 Page 81

1 nonresponsive.

2 THE COURT: Can I please have the response

3 read back to me and the question?

4 (The following portion of the record was

5 read back.)

6 "Q. Well, let me ask you this.

7 Mr. Spallina failed to represent the estate's

8 interest in the Illinois insurance litigation;

9 is that correct?

10 "A. Not only failed to represent it; it

11 appeared to me that he was actually working

12 adverse to the estate."

13 THE COURT: Sustained. Next question.

14 BY MR. ELIOT BERNSTEIN:

15 Q. Did you have to pay for this counsel,

16 Mr. Stamos, due to the fact that the estate had not

17 paid -- would not enter the case without your

18 payment? Is that why you are paying this?

19 A. Yes.

20 Q. You said you have some other

21 irregularities in the insurance policy in this

22 litigation that you brought to the attention of the

23 state. What were some of the other irregularities

24 you found in the insurance?

25 A. Well, I am not sure that I would call them

15:14:42-15:15:45 Page 82

1 irregularities with the insurance, Eliot, but
 2 things that I thought needed to be explored. I
 3 mentioned one. The other is that as the claim was
 4 denied from Heritage Life Insurance Company that
 5 Robert Spallina submitted as the trustee of the
 6 trust, that after that time Ted Bernstein submitted
 7 or filed a lawsuit as a plaintiff claiming that he
 8 was the trustee of the trust, all the while knowing
 9 that Robert Spallina had filed a claim saying he
 10 was the trustee of the trust.
 11 And so the irregularity, again from my
 12 perspective understanding insurance, is that a
 13 licensed insurance agent, that being Ted Bernstein,
 14 was aware that another person was making a claim to
 15 be a trustee of a trust on a claim form when he
 16 knew that that couldn't be if he was then
 17 subsequently filing a lawsuit saying that he was
 18 the plaintiff.
 19 **MR. ROSE:** Objection, move -- sorry, I
 20 thought he was finished.
 21 **THE WITNESS:** I am saying that he was a
 22 plaintiff in a lawsuit claiming that he was the
 23 trustee of the trust that Spallina said that he
 24 was the trustee of the trust on.
 25 So again, it was just something that I

15:15:58-15:17:12 Page 83

1 thought as a licensed insurance person should
 2 know that you don't participate in things that
 3 may not be true when you are dealing with
 4 claims to insurance companies.
 5 **MR. ROSE:** Objection, move to strike,
 6 nonresponsive, speculation, conjecture, not
 7 based on any fact in the record or outside of
 8 the record.
 9 **THE COURT:** Can I have the question again,
 10 madam court reporter, please.
 11 (The following portion of the record was
 12 read back.)
 13 "Q. You said you have some other
 14 irregularities in the insurance policy in this
 15 litigation that you brought to the attention of
 16 the state. What were some of the other
 17 irregularities you found in the insurance?"
 18 **THE COURT:** Overruled. Next question.
 19 **BY MR. ELIOT BERNSTEIN:**
 20 **Q. In the Illinois insurance litigation I was**
 21 **the only party prior to you getting the estate to**
 22 **intervene who was representing, to the best of your**
 23 **knowledge, the estate's interest and basically**
 24 **everybody else's interest, my children's interest,**
 25 **et cetera; is that correct?**

15:17:34-15:18:12 Page 84

1 A. As far as I know.
 2 **Q. Okay. And now that you've intervened in**
 3 **the Illinois insurance litigation, you came in**
 4 **amidst the prior personal representative's leaving**
 5 **in fraud and failing to represent the estate in the**
 6 **insurance litigation?**
 7 **MR. ROSE:** Objection, argumentative.
 8 **MS. CRISPIN:** Misstates the facts in
 9 evidence.
 10 **THE COURT:** Sustained.
 11 **MR. ELIOT BERNSTEIN:** Got to think that
 12 one.
 13 **BY MR. ELIOT BERNSTEIN:**
 14 **Q. Are you aware that I am the beneficiary of**
 15 **the Stanley and Simon estates?**
 16 **MR. ROSE:** Objection, calls for legal
 17 conclusion, irrelevant, immaterial.
 18 **THE COURT:** Sustained.
 19 **BY MR. ELIOT BERNSTEIN:**
 20 **Q. Are you aware it was alleged that I was**
 21 **not a beneficiary with standing in the estate of my**
 22 **father?**
 23 **MR. ROSE:** Same objection.
 24 **THE COURT:** Sustained.
 25 ///

15:18:44-15:19:26 Page 85

1 **BY MR. ELIOT BERNSTEIN:**
 2 **Q. Are you aware that my standing as a**
 3 **beneficiary in the Illinois litigation made in part**
 4 **the need for legal counsel that you would possibly**
 5 **depending on the Court's ruling have to continue to**
 6 **pay for?**
 7 **MS. CRISPIN:** Objection, Your Honor, form,
 8 complex, compound.
 9 **THE COURT:** Sustained.
 10 **MR. ELIOT BERNSTEIN:** I will let it go for
 11 now. I am done.
 12 **THE COURT:** Thank you.
 13 **MS. CRISPIN:** Mine will be short.
 14 **MR. ROSE:** Right.
 15 **CROSS (WILLIAM STANSBURY)**
 16 **BY MS. CRISPIN:**
 17 **Q. Mr. Stansbury, I am Ashley Crispin. I**
 18 **represent Mr. O'Connell. Nice to make your**
 19 **acquaintance.**
 20 A. Thank you. Nice to meet you.
 21 **Q. After the May 2014 hearing your lawyer**
 22 **negotiated for you during that hearing some**
 23 **additional terms and things that you were going to**
 24 **be able to get out of the payment towards the fees**
 25 **of Mr. Stamos.**

15:19:39-15:20:46 Page 86

1 For example, isn't it true that you were
2 able to contact Mr. Brown at the time and
3 Mr. O'Connell to discuss strategy that you had with
4 respect to the case?
5 MR. FEAMAN: Objection to the form of the
6 question as to my negotiating at the hearing.
7 The transcript speaks for itself.
8 THE COURT: Overruled.
9 MR. FEAMAN: Objection, relevancy.
10 THE COURT: Overruled.
11 BY MS. CRISPIN:
12 Q. As part of your agreement -- I will
13 rephrase the question. As part of your agreement
14 to make the payment to Mr. Stamos you also had
15 the ability, and this was part of what you received
16 at the hearing, to contact the counsel in Chicago
17 and say, hey, have you considered this, I have
18 information to help your case? Is that true?
19 A. It's not the way I understood it. The
20 arguments that were going back and forth, and again
21 I am going from my recollection, were privy, I
22 think was the word that Mr. Morrissey was using,
23 and what I should and should not be privy to.
24 And I think Judge Colin had suggested that
25 attorneys talk about cases all the time. I am not

15:21:08-15:21:50 Page 87

1 sure that it was discussed or agreed to, although
2 that's just my recollection, that we had any input
3 with regard to direction, strategy or anything
4 along those lines. That Mr. Brown at that time was
5 the client and that Mr. Stamos was the attorney,
6 and that was the relationship.
7 Q. Mr. Feaman represented you at that
8 hearing, correct?
9 A. He did.
10 Q. And his positions that he put before the
11 court were your positions, correct?
12 A. Yes.
13 Q. So is it true that he asked for the
14 ability as pursuant to the agreement that you were
15 going to make to pay for the Illinois litigation,
16 that he asked for you to be able to pick up the
17 phone and call counsel in Chicago and say, hey,
18 have you considered this, I have information that
19 might help your case?
20 MR. FEAMAN: Objection.
21 MS. CRISPIN: That was my question.
22 MR. FEAMAN: A, the transcript speaks for
23 itself. And B, he should be able to read page
24 and line of the transcript if he is being asked
25 to comment on something I said at the hearing.

15:22:02-15:22:45 Page 88

1 THE COURT: I need to hear the question
2 again.
3 MS. CRISPIN: Your Honor, I will rephrase.
4 THE COURT: I was going to say, ask him
5 what you want to know. Yeah, I am just missing
6 it.
7 BY MS. CRISPIN:
8 Q. Did your counsel at the hearing negotiate
9 as part of you paying for the Chicago litigation
10 the ability to contact counsel in Chicago and give
11 your opinions and your strategy?
12 MR. FEAMAN: Same objection, the
13 transcript speaks for itself.
14 MS. CRISPIN: I am asking him, Your Honor.
15 THE COURT: Overruled.
16 THE WITNESS: Can I see the transcript?
17 BY MS. CRISPIN:
18 Q. I am asking you, do you know?
19 A. Again, I do recall there was conversations
20 about the interaction of the attorneys. And my
21 recollection is Judge Colin said, you guys always
22 get together and talk about things anyway, so I am
23 not going to get in the way of that.
24 Q. At that hearing you were willing that day
25 to pay for the Illinois litigation as long as

15:22:58-15:23:46 Page 89

1 somebody would intervene on behalf of the estate;
2 is that true?
3 A. Initially, yes, initially.
4 Q. And when you say initially, what does that
5 mean?
6 A. I would have to refer to a dictionary, but
7 generally speaking initially doesn't mean
8 permanently. It means at the beginning initially.
9 Q. Why is it that there's nothing in the
10 transcript where your counsel on your behalf put
11 forth when it would be that you would stop paying
12 for the litigation?
13 MR. FEAMAN: Objection to the form, asked
14 for a state of mind of other people why
15 something did not happen.
16 THE COURT: Sustained.
17 BY MS. CRISPIN:
18 Q. Now, you said that Mr. Stamos offered to
19 Mr. O'Connell a contingency fee or hourly fee
20 arrangement. And you said you thought that was a
21 benefit that you brought to the estate; is that
22 true?
23 A. It is.
24 Q. Okay. But that's because -- and that was
25 brought to Mr. O'Connell, that was because you

15:24:02-15:25:02 Page 90

1 weren't paying; isn't that true?
 2 A. No, that's not true at all.
 3 Q. So the reason that there would be a waiver
 4 of outstanding fees so that a contingency fee
 5 arrangement could be pursued had nothing to do with
 6 the fact that you had failed to make payment to
 7 Mr. Stamos?
 8 A. I would have to go back and look at the
 9 record in terms of what was billed and what was
 10 paid through December-ish of 2015 when Mr. Stamos
 11 offered Mr. O'Connell, I believe that's when it
 12 was, the opportunity to go on a contingency. But
 13 my recollection is that the fees were paid
 14 currently.
 15 The other input is that if I confer a
 16 benefit to the estate and the estate has to pay me
 17 back the money, or Mr. Stamos is willing to waive
 18 that and just roll it into the contingency fee, why
 19 would I create an extra expense for the estate when
 20 I didn't have to? So it seemed silly for me to pay
 21 something to a lawyer that I would have to get paid
 22 back from the estate when he already agreed to
 23 waive it, and it would only be a cost item if he
 24 was able to get a benefit for the estate.
 25 Q. But you haven't moved here today for you

15:25:15-15:26:00 Page 91

1 to change your fee arrangement that you have with
 2 the estate which currently you are paying or you
 3 are supposed to be paying, you haven't moved to
 4 convert that into a contingency; is that true?
 5 A. I don't know that I have the right or
 6 opportunity to do that. I think that's again the
 7 client is the estate, not Bill Stansbury. I'm just
 8 the bank.
 9 Q. Did you believe currently that you are
 10 obligated to pay Mr. Stamos's fees?
 11 MR. FEAMAN: Madam reporter, did you get
 12 his last statement in answer to the question,
 13 "I am just the banker"?
 14 THE REPORTER: I heard "I'm just the
 15 bank."
 16 MR. FEAMAN: Okay.
 17 THE COURT: That's what he said.
 18 MR. FEAMAN: Okay. Thank you.
 19 THE WITNESS: Say it again.
 20 MS. CRISPIN: Madam court reporter,
 21 please.
 22 (The following portion of the record was
 23 read back.)
 24 "Q. Did you believe currently that you
 25 are obligated to pay Mr. Stamos's fees?"

15:26:12-15:26:53 Page 92

1 THE WITNESS: I have an agreement with
 2 Mr. Stamos that I would initially fund the
 3 litigation. Mr. Stamos has agreed that he will
 4 take a contingency fee. Mr. Stamos's fee will
 5 be waived, all hourly fees will be waived. If
 6 the estate chooses not to take a contingency
 7 fee, they don't have to; they can do an hourly
 8 fee. So it's up to the estate to figure out
 9 whether they want to have the -- it's a win-win
 10 for them. Either they win because he is able
 11 to collect money for the estate, or he doesn't
 12 win in which case the estate doesn't spend a
 13 nickle.
 14 BY MS. CRISPIN:
 15 Q. Okay. But right now the estate hasn't
 16 entered into a contingency fee arrangement with
 17 Mr. Stamos, correct?
 18 A. Yeah. That's beyond my comprehension why
 19 they haven't, but that's another delay that seems
 20 to go on forever.
 21 MS. CRISPIN: Your Honor, move to strike,
 22 nonresponsive.
 23 THE COURT: Sustained.
 24 BY MS. CRISPIN:
 25 Q. The answer is, no, they haven't, right?

15:27:03-15:27:43 Page 93

1 They have not entered into -- Mr. O'Connell has not
 2 entered into a contingency fee arrangement with
 3 Mr. Stamos?
 4 A. Well, I am not privy to Mr. Stamos's and
 5 Mr. O'Connell's conversations. But if you say they
 6 haven't, then I have to believe that they haven't.
 7 Q. And you understand that there's an
 8 outstanding balance in excess of \$30,000?
 9 A. There's a balance due, yes.
 10 Q. And do you owe it? Do you believe that
 11 you are required to pay it?
 12 MR. FEAMAN: Calls for a legal conclusion,
 13 objection.
 14 THE COURT: Overruled.
 15 THE WITNESS: I think when the estate has
 16 the opportunity to roll that fee into a
 17 contingency agreement, then for me to pay it
 18 would be irresponsible on my part.
 19 BY MS. CRISPIN:
 20 Q. That's not what I am asking you. My
 21 question is they are currently owed over --
 22 Mr. Stamos is currently owed over \$30,000. Are you
 23 obligated to pay it?
 24 MR. FEAMAN: Objection, asked and
 25 answered.

15:27:50-15:28:47 Page 94

1 MS. CRISPIN: He has not answered it.
 2 THE COURT: Overruled.
 3 THE WITNESS: Do I believe I owe the
 4 money?
 5 BY MS. CRISPIN:
 6 Q. Yes.
 7 A. I believe that I agreed to initially fund
 8 it. Initially was several years ago. We are long
 9 beyond initially.
 10 Q. Do you believe you need a court order that
 11 would permit you to stop funding it?
 12 MR. FEAMAN: Objection, legal conclusion.
 13 THE COURT: Overruled. It's what he
 14 thinks.
 15 THE WITNESS: If I evaporated on my way
 16 home from this court, I believe that the estate
 17 would continue to argue that they have a right
 18 to that insurance benefit. I don't believe
 19 that there is any obligation for me to continue
 20 to pay for something when the attorney has
 21 agreed to waive the fee in consideration for a
 22 contingency agreement.
 23 MS. CRISPIN: Your Honor, I would ask that
 24 the witness answer the question.
 25 THE COURT: He has answered. Overruled.

15:30:02-15:30:37 Page 96

1 scheduled for an hour, whatever, we get some
 2 semblance so we can notify our families, just
 3 notify? I will sleep here. I don't care if
 4 this goes on two years straight. I am ready to
 5 put him in prison. So I am just trying to
 6 figure out how I tell my family I am imprisoned
 7 in court until the judge lets me go according
 8 to this order.
 9 THE COURT: All right. What I said is the
 10 Court has the discretion to extend the various
 11 hearings. And what I mean is exactly what I
 12 said. Certainly my deputies go home by --
 13 usually I end by 5:00. I have to. If not,
 14 it's overtime. So the matters will always be
 15 concluded by 5:00.
 16 MR. ELIOT BERNSTEIN: All right. That
 17 will help.
 18 THE COURT: Thank you so much. All right.
 19 Court is in recess everyone. Thank you very
 20 much. Is it Friday? Yes. Have a good weekend
 21 everyone. Thank you.
 22
 23 (The proceeding adjourned at 3:30 p.m.)
 24
 25

15:29:01-15:29:48 Page 95

1 He has given his answer.
 2 BY MS. CRISPIN:
 3 Q. Do you have any intention to make the
 4 payment for the \$30,000 plus that's owed to
 5 Mr. Stamos if the Court does not relieve you of
 6 your obligation to pay?
 7 MR. FEAMAN: Objection, calls for
 8 speculation, and could involve the --
 9 THE COURT: Sustained.
 10 MS. CRISPIN: Nothing further.
 11 THE COURT: All right. We are going to
 12 stop here. I made a note. We are going to --
 13 you can get off the stand, sir.
 14 THE WITNESS: Thank you.
 15 THE COURT: We are going to come back on
 16 the date we had already set, that June 28th.
 17 Everybody was free. Everybody was available.
 18 We already have. We will start with this
 19 motion first. And we will conclude that motion
 20 before we begin the next motion. All right?
 21 MR. ELIOT BERNSTEIN: One thing, Your
 22 Honor, because I am confused about your order.
 23 I do have kids, and I can't tell them I am
 24 going to be in court forever. Is there a way
 25 we can say that at the point that it was

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1 C E R T I F I C A T E
 2 - - -
 3
 4 The State of Florida
 5 County of Palm Beach
 6
 7 I, Lisa Mudrick, RPR, FPR, certify that I
 8 was authorized to and did stenographically report
 9 the foregoing proceedings, pages 1 through 96, and
 10 that the transcript is a true record.
 11
 12 Dated June 9, 2017.
 13
 14
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 22
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 25

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