

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

In Re:

Notice of Hearing:

**Estate of Shirley Bernstein**  
Defendant/Counter-Plaintiff.

CASE NO. 50-2012-CP-004391-XXXX-NB?  
**CASE NO. 50-2011-CP-000653-XXXX-NB**

In Re:

Notice of Hearing:

**Trust of Shirley Bernstein**  
**Estate of Shirley Bernstein?**  
Defendant/Counter-Plaintiff.

CASE NO. 50-2014-CP-003698-XXXX-NB

In Re:

Notice of Hearing:

**Estate of Simon L Bernstein**

CASE NO. 50-2012-CP-004391-XXXX-NB

In Re:

Notice of Hearing:

**Estate of Shirley Bernstein**

CASE NO. 50-2014-CP-003698-XXXX-NB

**Beneficiaries' ANSWER to their LICENSED LAWYERS'**  
***Manifestly Misleading CAPTIONS in their Manifestly Misleading Motions to Withdraw Making Court's Notices of Hearing Manifestly Misleading for Misleading the Court to Make Beneficiaries Keep Losing and Licensed Lawyers Keep Winning in All Cases in All Courts in the Grand Scheme of Torturing as Confessed by SCOTUS Justice Scalia in 1997.***

Under penalties of perjury, Estate of Shirley ("Shirley Estate") and Estate of Simon ("Simon Estate", together, "Estates") by Beneficiary Eliot Bernstein ("EB") and Beneficiary Joshua Bernstein ("JB", together "Beneficiaries") are required by laws *correctly applied* to state on oath **only the truth, the whole truth and nothing but the truth as unbiased facts, nothing more, nothing less**, so help us God, to make the following *unbiased* statements.

1 Beneficiaries were legally notified that the Firm "shall call for hearing before Judge Rosemarie Scher, in Room 2728, North County Courthouse, 3188 PGA Blvd., Palm Beach Gardens, FL, on **October 25, 2018 at 8:30 a.m.**, or as soon thereafter...upon the following:

.1 "I [from the Firm] certify that I have made a **good faith attempt to resolve this matter prior to my noticing this motion for hearing**, and the **issues before the Court may be heard and resolved by the court within five (5) minutes [???)**" knowing that Miguel Armenteros Esq. (FBN 14929), miguel@pbyalaw.com, and Lilian Rodriguez-Baz, Esq. (FBN ?????), lrodriguez@pbyalaw.com, of the Firm, 283 Catalonia Avenue, Suite 200, Coral Gables, FL 33134, T: (305) 377-0086 / F: (305) 377-0781, **are** Attorneys for the Beneficiaries;

- 2 The Firm's Motion to Withdraw as Counsel for the Bernsteins made by Paul D. Turner, Esq., and D. Porpoise Evans, Esq. requests that this Court enter an Order permitting their withdraw also from this case and from further representation of Beneficiaries on the following grounds:
- a Beneficiaries retained the Firm to represent both of them in this case under their **manifestly self-serving** Legal Representation Agreement ("LRA") dated 02.05.2018 (E1-E4)<sup>a</sup>, knowing that Beneficiaries had no choice and thus signed it to retain the licensed Florida lawyers dba PERLMAN, BAJANDAS, YEVOLI & ALBRIGHT, P.L. (the "Firm").
  - b Pursuant to Rule 4-1.16(b), Florida Rules of Professional Conduct, grounds exist for this Court to allow the Firm's withdraw from representing Beneficiaries **[subject to a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days from the date of the Court Order during which period the Firm shall maintain status quo while**

<sup>a</sup> The **self-serving** Firm's Legal Representation Agreement, amongst others, states as follows:  
" ... Name of Client(s): Eliot & Joshua Bernstein ... Representation. We are pleased you [{"Clients"}] have engaged ... the 'Firm' ... to perform legal services on your behalf **[because all lawyers know the same one legal loophole of laws misapplied to win their cases making all those who are their own lawyers have fools for their clients to lose their cases and even bigger fools if they are themselves lawyers and they still lose for lack of laws correctly applied]**. You have engaged the Firm as counsel regarding ongoing concerns with your parents' trusts and estates **[from which not even a dime has been distributed to EB]**. ... This Agreement is not a guaranty on the outcome...because of the uncertainty of legal proceedings, the interpretation and changes in the law, and other unknown factors, the Firm cannot predict the outcome of any case. For us to render our best advice and represent you in the manner most beneficial to you, we need your cooperation and candor **[to help insure that you also learn why not a dime has been distributed to you and that you will be distributed every dime that should have been, but was not, distributed to you plus punitive damages that will help insure your 100% rehabilitation following your 100% destitution still being endured by you, knowing that your destitution includes, but is not limited to, your being forced to become a Pro se lawyer to end enjoying your activities of daily life ("ADL") to enjoy your life with your family the same as each and every scammer is still doing after scamming you since day one, begin to do all needed legal search and research to invent a legal way to convince the Courts to ban, and thus punish, the illicit use of the illicit loophole that all lawyers learn as taught in all law schools and all Courts and hope that Courts will make a V-Turn in the timeless legal system of torturing] (E1)**. ... Non-payment of Fees and Costs. ... (b) We may suspend and/or terminate further legal services, in which event you will be liable to us for the payment of any fees earned and any costs incurred by us prior to that time **[to the extent they were earned and incurred to render our best advice in the manner most beneficial to you...with your cooperation and your candor as and when we need (E1 above)] (E2)**. ... (d) Florida law provides the Firm with the right to impose a charging and/or retaining lien upon documents, money and other intangibles and materials coming into its possession to receive payment of its fees and expenses. (E3). ... Applicable law. This Agreement shall be governed by the internal law...of Florida **[correctly applied without the loophole to protect and reward the injureds instead of misapplied as the loophole to protect and reward the injurers like licensed lawyers, etc.] (E3)**. Mistake. All risk of unilateral or mutual mistake in the performance of, compliance with, or construction of this Agreement is assigned to you **[the Clients]**. The notion of risk may not hereafter be raised as a defense to a claim of breach of this Agreement." (A4).

**Beneficiaries take 30 days after receipt of the duly audited accounting to learn why, as of date, *not even a dime has been distributed* to EB from the Trusts and Estates];**

- c These matters [**manifestly**] constitute irreconcilable differences between the Firm and Beneficiaries and good cause for withdrawal [**subject to a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days during which period the Firm shall maintain status quo while Beneficiaries take 30 days to learn why *not even a dime has been distributed* to EB as stated above];**
- d Due to the irreconcilable differences which have arisen the Firm and Beneficiaries, the Firm will be unable to effectively and properly continue representing Beneficiaries in this case [**subject to a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days during which period the Firm shall maintain status quo while Beneficiaries take 30 days to learn why *not even a dime has been distributed* to EB as stated above];** and,
- e Wherefore, the Firm requests this Court enter an order granting their motion to withdraw as counsel for Beneficiaries, and awarding any such further relief this Court deems just and proper [**including, but limited to, a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days during which period the Firm shall maintain status quo while Beneficiaries take 30 days to learn *not even a dime has been distributed* to EB as stated above].**

**A Opening Statements of *Unbiased* Facts**

2 ***Manifestly***, the Firm will force the Court to issue its Order in a ***mere five minutes***.

3 Legal representation by Tescher & Spallina, P.A. (“TS”), recommended by Ted Bernstein (“TB”), helped both Simon and Shirley to execute *all* Wills and Trusts, etc. such that TB, TB and TS lawyers are *in 100% control thereof to the 100% exclusion of EB*.

4 ***As of today***, after losing both parents over six years ago, ***not even a dime has been distributed to EB*** from either parent’s Estate **or to the Eliot Bernstein Family Trust (“EBFT”)** from either parent’s Trust.

Date	Simon/DOD 09.13.2012		Shirley/ DOD 12.08.2010		EB Family
07.25.2012	Will	Trust	-	-	-
05.20.2008	Will	Trust	Will	Trust	Trust

**B Opening Statements of *Unbiased* Law**

5 **Everyone agrees. No one disagrees.** *All* lawyers know *the same one legal loophole* of laws *misapplied* to win their cases. They still sell their *bait and switch adage* that all those who

are their own lawyers have fools for their clients to lose their cases and *even bigger fools if they are themselves lawyers and yet they lose for lack of laws correctly applied.*

6     **This bait and switch adage** is included in ***the grand scheme of torturing*** that forced the Beneficiaries to serve and file *the same one unbiased* Memorandum of Law (“LKJMOL”) to help resurrect Justice with *absolute judicial immunity (A1) not only* in this case before this Court *but also in all other cases in all other Courts involving the same* Beneficiaries since day one:

“On Oct 31, 2013, a *newly invented everlasting legal lightbulb removes darkness from everyone’s life.*<sup>1</sup> Justice by laws *correctly applied* makes Outlaws,<sup>2</sup> hoaxers, scammers, rapists,<sup>3</sup> etc. retribute<sup>4</sup> their victims of Justicide by laws *misapplied*. It will begin to end due process of law in every Court, period, case closed. And you don’t even need to be a lawyer to use this light bulb, do you?”

7     **As a result of the everlasting legal lightbulb**, all jurists, juries, licensed lawyers, *pro se* lawyers, *lawmen and laymen forensic experts* and *all others ever involved in any litigation have to take judicial notice of the end for ever of the grand scheme of torturing* used by TS, TB, etc. who will still keep forcing *all Courts to still insure that not even a dime is ever distributed* to EB and/or EBFT and, ***adding insults to injuries, no Estate and Trust accounting, duly audited*** by a ***truthful*** CPA, is ever given to EB and/or EBFT. In doing so, ***they also have to learn what is right that they never learnt*** to help *all Courts to take judicial notice of the following facts of life before, during and after due process of law correctly applied* instead of *misapplied*:

- .1 That *no one even needs to be a lawyer to use this light bulb*, it’s the unbiased law of the land in every State including State of Florida *unless a contrary unbiased law is cited* by the Hon Court;
- .2 That *all Courts have to begin to believe in reading both factual sides and also fictional sides of the same one story as it factually thus not fictionally happened in real time* since both sides cannot be stating on oath **only the truth, the whole truth and nothing but the truth**, nothing more, nothing less, so help us God to *identify and separate the two sides since day one*: EB and JB on the *law compliant side of the law correctly applied* and the Firm, TS and TB etc. on the law defiant side of the law *missplied*; and
- .3 That *all Courts have to begin to believe in making* Justice by laws *correctly applied* make Outlaws, hoaxers, scammers, rapists, etc. retribute their victims of Justicide by laws *misapplied* with no ifs, ands or buts before, during or after due process of law to end due process of law.

8     Two ***Manifestly Misleading Notices of Hearing and Motions to Withdraw*** forced ***still being stupefied*** Beneficiaries to begin to use their ***legally correct common sense*** to confirm that ***two different case numbers, different Captions***, etc. given to the same one case In Re: Estate of Shirley Bernstein, Defendant/Counter-Plaintiff, In Re: Estate of Shirley Bernstein, Defendant/Counter-Plaintiff, In Re: Estate of Simon L Bernstein, In Re: Estate of Shirley

Bernstein, etc. is 100% forensic evidence of the *bait and switch adage* still included in *the grand scheme of torturing but for which no Court would be stupefied to make the wrong parties win.*

9 As the Firm requested an Order granting their motion to withdraw as counsel for Beneficiary with *not only* no strings attached *but also* with such further relief this Court deems just and proper, so the Court is required by the dispositive case laws<sup>1-4</sup> to pass a *legally valid and enforceable* Order to *resurrect* Justice by laws *correctly applied* as follows:

- .1 All dispositive laws and case-laws<sup>1-4</sup> are always applied as legally valid and enforceable *unless reversed and corrected* by a local, state and/or federal law or case law included in the Order;
- .2 EIB is forced to be a *Pro Se* Lawyer but for which he has to be *tortured* by Florida lawyers who have the manifestly proven duly licensed *legal rights to play illicit* legal games, *force* Courts on Courts' own motion, if and when caught, to suspend *illicit* legal game-playing as *illicit* practice of law manifestly defiled into *illicit* practice of lie aka *malpractice* of law, and, if and when ordered, to close out *malpractice* of law but *still keep their illicit earnings* violating settled against benefiting from their own wrongs, that too, *stupefying their clients and Courts*;
- .3 *Only Licensed Lawyers* enjoy the legal right to play *illicit* legal games to serve and file *misleading* Notices of Hearing etc. *until caught and revealed doing so* as here and as also duly revealed by the 2-page Unanimous Order dated 07.16.2018 in Case No. SC16-2072 on one Florida lawyer (<https://tinyurl.com/y8co3zm4>) thus *making no news* with a *plethora of Court Orders* on 12 Florida lawyers thus *making news* (<https://tinyurl.com/y7azcub3>);
- .4 The Firm billed the Beneficiaries for over \$35,000.00 for self-proving *malpractice* of law since day one and obviously will file a *self-serving* lien to collect same from the Beneficiaries; and
- .5 Even if Hon Court *believes malpractice* of law to be constitutional, Mandatory Relief requires a legally valid and enforceable Order for an **immediate true, correct and complete forensic audit of their malpractice** of law *at their cost* for playing *illicit* legal games since day one, serve and file their *true, correct and complete forensic audit report confirming the financial losses caused by such malpractice* of law and make the self-proving torturers pay their self-proving torturees enough amounts to help their torturees **begin to live secured lives with no threats** to life, liberty or property *since day one* as **normal**, knowing that Beneficiaries cannot be torturees.

WHEREFORE may it please Hon Court to please take judicial notice of the foregoing facts of life and *use the everlasting legal lightbulb* to pass its legally valid and enforceable Order that is mandated by laws *correctly applied* granting Mandatory Relief to *resurrect* Justice to end *still ongoing* Justicide since day one, no ifs, ands or buts, period, case closed.

Dated: October 22, 2018

Respectfully Submitted by,

<b><u>/s/Joshua Bernstein</u></b> <b><u>PRO SE</u></b> Joshua Bernstein 2753 NW 34th St Boca Raton, FL 33434 561-245-8588 <b>TelenetJosh@GMail.Com</b>	<b><u>/s/Eliot Ivan Bernstein</u></b> <b><u>PRO SE</u></b> Eliot Ivan Bernstein 2753 NW 34th St Boca Raton, FL 33434 561-245-8588 <b>IViewIt@GMail.Com</b>
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### CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission and/or Court ECF; this 23<sup>rd</sup> day of October 2018.

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Original to Hon Court

Copies to all included in the Service Lists

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EXHIBITS  
E1 - E4

# Perlman, Bajandas, Yevoli & Albright, P.L.

Attorneys At Law

## LEGAL REPRESENTATION AGREEMENT

Name of Client(s): Eliot & Joshua Bernstein

Representation. We are pleased you have engaged Perlman, Bajandas, Yevoli & Albright, P.L. (the "Firm") to perform legal services on your behalf. You have engaged the Firm as counsel regarding ongoing concerns with your parents' trusts and estates. We may also represent you in other matters you might assign to us, and that we affirmatively accept, from time to time, unless we agree in writing to alternative arrangements. This Agreement is not a guaranty on the outcome and because of the uncertainty of legal proceedings, the interpretation and changes in the law, and other unknown factors, the Firm cannot predict the outcome of any case. For us to render our best advice and represent you in the manner most beneficial to you, we need your cooperation and your candor.

Fee for Services. We will charge for our services on a hybrid basis as follows:

A. A reduced hourly rate based on the Firm's time records:

Partners	\$300
Associates	\$200
Paralegals	\$100

B. In addition to the hourly professionals' fees above, a contingency fee of 20% for any recovery.



Note: It is understood that neither Eliot nor Joshua currently have the liquidity to pay the hourly portion of the attorneys' invoices. As such, the attorneys are willing to take on this representation for the drafting of initial motions and attendance at the February 6, 2018 hearing contingent upon the expectation that either Eliot or Joshua or both have assets available to them in the estates and those amounts are readily accessible and otherwise available to one or both of them. If this is not the case, the parties hereto will reassess the viability of the attorneys' continued representation and a withdrawal might be likely. Also, absent accessible assets, the attorneys will not pursue either Eliot or Joshua for the hourly time through the subject hearing.

Co-counsel. You have agreed to retain Marc J. Soss, Esquire as co-counsel in this matter. Co-counsel agrees to be bound to the hourly payments terms set forth above. Any contingency fee earned in connection with this matter shall be split with Co-counsel per the agreement reached between the Firm with no further obligation from you.

Retainer. A \$0 *refundable* retainer is required and we will commence our representation upon receipt of this amount. This retainer will be credited against the final invoice of our fees and the costs incurred by the Firm. The Firm, in its sole discretion, has the right to require the retainer to be replenished or increased at any time.

Costs. In connection with our engagement, we anticipate that certain expenses may be incurred and advanced by us on your behalf. These expenses may include, but are not limited to, filing fees, attorney and/or expert travel expenses, delivery charges, teleconference call charges, expert witness fees for

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283 Catalonia Avenue 1 Suite 700 1 Coral Gables 1 Florida 1 33134 1 T 305.377.0086

  E1



services other than testimony or preparation of a court-ordered report, court reporter fees for non-evidentiary hearings, copying costs for documents that are not filed with the court or obtained in discovery, mediator fees, and electronic research charges and/or computerized database usage (e.g., Lexis®). These matters will be included on each invoice. We do not track and itemize charges for routine photocopying, mailing, telephone charges and the receipt and transmission of facsimiles; rather, we add a 4% charge, based upon the gross amount of our fee, to cover these charges. You agree to pay us for these various costs in addition to our fees for legal services.

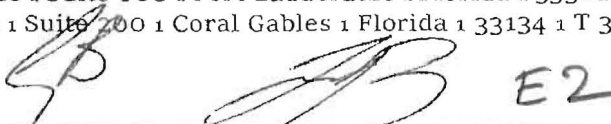
Identity of the Client. The Firm's clients are only the parties identified above. Unless expressly agreed, the Firm is not undertaking the representation of any related or affiliated person or entity, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, managers, agents, shareholders, members, partners, or employees. Those who act as guarantors for our fees but to whom this Agreement is not addressed are not the Firm's clients. The Firm does not represent or assume any duties to non-clients.

Representation of Other Clients. The rules of the Florida Bar Association do not permit our Firm to represent any client if that representation will be directly adverse to the interests of another client unless each client consents to such representation after consultation. If this Agreement is addressed to more than one party, then your execution of this letter will constitute the consent by each of you regarding the matter(s) described above under "Representation".

Payment of Costs. Bills will be rendered periodically for the time spent on your matter and for expenses incurred on your behalf. You agree to pay each bill within 15 days of receipt. If you have any disagreement about the amount of the bill, you must advise us in writing within 15 days of receipt; otherwise, you agree to the amount of the bill to the date of the billing statement.

Non-payment of Fees and Costs. Each client shall be jointly and severally liable to the Firm for fees and costs charged by the Firm. Unless we mutually reach another agreement regarding the payment of fees and costs, you understand that non-payment of any invoice, or part thereof, for fees and costs in a timely manner will constitute a default and several consequences will result. These consequences include:

- (a) We retain the right, in our sole and absolute discretion, to charge interest at the maximum legal rate.
- (b) We may suspend and/or terminate further legal services, in which event you will be liable to us for the payment of any fees earned and any costs incurred by us prior to that time.
- (c) If we are ultimately required to sue to collect any unpaid fees or costs, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

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- (d) Florida law provides the Firm with the right to impose a charging and/or retaining lien upon documents, money and other intangibles and materials coming into its possession to receive payment of its fees and expenses.

Employment of Experts or Additional Professionals. In the event the Firm deems it necessary to employ additional experts or professionals with specialized skills (e.g., accounting, surveying, appraisals, environmental audits, etc.), then, after consultation and obtaining your consent, additional professionals may be employed by the Firm. The Firm will employ professionals in your name or, in the Firm's sole discretion, in the Firm's name on your behalf. In either event, you are responsible to pay the fees of such professionals in full upon the rendering of any statement. All fees and costs of additional professionals shall be subject to the terms and condition herein. Further, some work on your matter may be performed by one or more licensed attorneys under our direction, including contract and of counsel attorneys, we choose to work with as the need arises in our discretion. The time and fees for each such attorney will be compensated by us for work actually performed. You understand any such attorneys may be paid out of our funds and/or from fees paid by you to our Firm for legal services in connection with your representation, usually on a fixed hourly rate at no additional charge to you. Unless you agree otherwise, you will not be under any obligation to pay such attorneys for work on this matter other than by the terms of this Agreement, and you agree that the Firm may divide the fees paid by you under this Agreement with such other attorneys in any manner, percentage or otherwise.

Records Retention. While representing you, it is likely that numerous records and documents (originals and copies) will come into the Firm's possession and numerous additional documents will be generated by us. You may examine any written materials in our files at any reasonable time prior to the termination of the Firm's representation, but you acknowledge our entire work product is owned by the Firm. Upon termination or our representation, we will retain our files for at least 2 years, after which any written material not returned to you may be destroyed by the Firm. Your execution of this Agreement constitutes your consent to this procedure.

Waiver and Integration. No partner or lawyer or employee of the Firm is authorized to bind the Firm to any oral change to this Agreement or to make any oral agreement inconsistent with it. Waivers by the Firm on one or some occasions shall not waive or affect the Firm's right to require future performance in strict accordance with the terms of the Firm's representation.

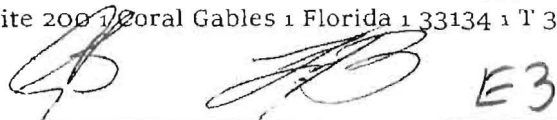
Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between the parties. This Agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no promises have been made to you other than those stated herein.

Notice and Cure. If the Firm fails to provide services as stipulated herein, breaches any material term of this Agreement, or otherwise fails to perform under this Agreement, Client shall deliver written notice thereof to the Firm and the Firm shall have thirty (30) days from receiving such notice to cure such failure. If the failure continues after such 30-day period, this Agreement shall be automatically terminated.

Applicable Law. This Agreement shall be governed by the internal law, and not the laws pertaining to choice or conflict of laws, of Florida. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and affect.

**Perlman, Bajandas, Yevoli & Albright, P.L.**

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283 Catalonia Avenue 1 Suite 200 1 Coral Gables 1 Florida 1 33134 1 T 305.377.0086

Handwritten signatures and initials, including a large signature on the left, a signature in the middle, and the initials 'E3' on the right.

Mistake. All risk of unilateral or mutual mistake in the performance of, compliance with, or construction of this Agreement is assigned to you. The notion of risk may not hereafter be raised as a defense to a claim of breach of this Agreement.

Jurisdiction and Venue. You (1) agree that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in any federal or state court in Broward County, Florida, (2) consent to the jurisdiction of these courts in any suit, action or proceeding, (3) waive any objection which such Client may have to the laying of venue of any such suit, action or proceeding in these courts, and (4) agree that service of any court paper may be effected on you by mail or in such other manner as provided under applicable laws or court rules in Florida.

The above terms and conditions are agreeable to me. Perlman, Bajandas, Yevoli & Albright, P.L. and Marc J. Soss, Esquire are hereby retained on those terms and conditions described above.

REVIEWED, ACKNOWLEDGED AND ACCEPTED on February 5<sup>th</sup> 2018.

**JOSHUA BERNSTEIN**



**ELIOT BERNSTEIN**



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"Good Law Day" began 10.31.2013. 07.04.2018	LAW OFFICES OF <b>LALIT K JAIN ESQ</b> Practice of Law in NY State, US Tax and District Courts, US Supreme Court, and <i>all</i> Courts in India.™	Fon: 718-255-6576 Cell: 718-316-5921 Fax: 347-637-5498
"After re-examining the statute more closely and...as I reread it, many, many more times, my initial reading [and application] of it was incorrect... I have to change my verdict to not guilty [as constitutionally mandated]." The Oct 31, 2013 Self-Correcting NYS Queens County Criminal Court.		

An Unbiased Memorandum of Law ("LKJMOL") is to help *Resurrect* Justice with Absolute Judicial Immunity.™

On Oct 31, 2013, a *newly invented everlasting legal lightbulb removes darkness from everyone's life.*<sup>1</sup> Justice by laws *correctly applied* makes Outlaws,<sup>2</sup> hoaxers, scammers, rapists,<sup>3</sup> etc. retribute<sup>4</sup> their victims of Justicide by laws misapplied. It will begin to end due process of law in every Court, period, case closed. And you don't even need to be a lawyer to use this light bulb, do you?

*Lalit K Jain* 10/22/2018

<sup>1</sup> "[p20] ...**Court**: ... I do find the defendant guilty...unless you [**Jain**] want to be heard... [p21] MR JAIN: Yes ... [p22]. **Court**...Parties *step up real quick*. (**Whereupon a bench discussion was held**) ... **Court**: After re-examining the statute more closely...as I reread it, many, many more times, my initial reading of it was incorrect. [p23]. ...I *have to change* my verdict to not guilty...¶ **Court Officer**: You are free to go."

*This newly invented everlasting legal lightbulb* is in the NYS Queens County Criminal Court's *irreversibly immortalized* 25-page 10.31.2013 Transcript in Docket No. 2012QN040877 in the *People v Onuorah* case. It *lifted* the *politically-charged* Royal or Presidential **Baby Bastard** Curse or the BBC on everyone's purse to *make illicit-lying-fathers* denying *illicit* paternities, *illicit* sex, etc., *not their licit babies, the bastards* for good governments to *serve humans as humans* ending evil governments that *rule humans as worse than objects*.

<sup>2</sup> "...where a court has jurisdiction, it has a right to decide every question which occurs in the cause...But if it act [*above the law in torturing of laws without jurisdiction or authority to do so*], its [*void*] judgments and orders are regarded as **nullities**...all persons...executing [*them*] are considered in law as trespassers [*with no executive immunity*] ("**Outlaws**")]. *Elliott v Lessee of Piersol*, 1828, 26 US (1 Pet.) 328, 340-341.

"A *void* act ... may be attacked in any forum, state or federal, where its validity may be drawn in issue." *Pennoyer v Neff*, 1878, 95 US 714, 732-733, *World-Wide Volkswagen Corp. v Woodson*, 444 US 286.

"When rule providing for relief from *void judgments* is applicable, relief is *not a discretionary* matter, but is *mandatory* [*to make 100% sense, use the newly invented everlasting legal light bulb, learn to do no evil to see, hear, and speak no evil, make torturers retribute* torturees, *pay punitive damages*, and *return all properties held in constructive and/or deemed trusts* ("**Mandatory Restitution**")]. *Orner v Shalala*, Colo. 1994, 30 F3d 1307.

<sup>3</sup> "...if two policemen see a rape and watch it just for their own amusement, no violation of the Constitution [*in the darkness of the right-to-rape, live porn, etc. in the grand scheme of torturing*. State Created Danger from human rights to do wrongs is sold as State Confirmed Security with *no human duties to do right*.]... (*laughter*)."

*May It Please the Court*...Transcripts of...Landmark Cases before the SCOTUS ...1993, p39-60 at p46-47. This Nov 2, 1988 *torture by Hon CJ Rehnquist* at <http://tinyurl.com/pnu9lrj> from 39:00 to 41:00 minutes made the *DeShaney* case *one more evil landmark case* reported as 1989, 489 US 189. *With no time limit*, Justice shall end due process of law by reversing and correcting *this physical-abuse case same as all sexual abuse cases*.

"...But if you think that it is terribly important that the case came out wrong, *you miss the point* of the common law. In *the grand scheme of [torturing of laws]*, *whether the right party won is really secondary*..." 1997, *A Matter of Interpretation, Federal Courts and the Law*, p6, Justice Scalia, since "Government, *even in its best state*, is but *a necessary evil*; in its worst state, *an intolerable one*." *Even Thomas Paine* in *Common Sense*, 1776, *confessed perpetuating the common law tradition of truthless nation's laws, ethics, morals etc*.

"*Tortura legume pessima...The torture...of laws is the worst [kind of torture]...*" *Bl. Dict.*, 6<sup>th</sup> ed., p.1490. *Always grant* petitions to reverse and correct *erroneous factual findings* or *the misapplication of a properly stated [thus correct] rule of law* [using 100% sure proof of sex given by everyone's One Creator], SCOTUS Rule 10 since *everyone misusing marriage that is 0% evidence as 100% proof of paternity is a liar in law and fact*.

<sup>4</sup> "No one shall be permitted to profit by his own fraud, or to take advantage of his own wrong, or to found any claim upon his own iniquity, or to acquire property by his own crime. These **maxims** are dictated by **public policy [and procedures]**, have their foundation in universal law [**correctly**] administered..., and have nowhere been superseded by statutes [*and/or case laws made by Courts*]." *Riggs v Palmer*, 1889, 115 NY 506, 511-512.