

policy. PLEASE send a copy to me. I assure you that nothing will transpire until I have reviewed the policy.

I have been advised that in situations where a beneficiary designation fails, an insurer will in almost all situations pay the proceeds into the probate court and ask the court to determine to whom the proceeds are payable and ask for a release. The position I took in my prior email is clear; that a probate court will likely decide that the proceeds will go to the grand children through the estate and the pour over trust. This analysis troubles you because the Heritage proceeds would thus be considered an estate asset and subject to creditor claims. I understand your concerns. But unless the 1995 trust document is located, and unless the Heritage policy provides otherwise, this is how it most likely will play out.

Your comments about Dad's desires and his estate planning experience are simply not relevant; however, I could understand that you may wish to make this argument to the probate court. All of the meetings, time and energy being spent trying to come up with a way to convince Heritage to pay the benefits pursuant to what Robert believes the 1995 trust said is wasted energy, unless Heritage agrees to pay the proceeds pursuant to some form of settlement and release agreement. If you want me to even consider such an arrangement, in addition to reviewing the Heritage policy, I will require a letter from Heritage specifically stating that Heritage may make the proceeds payment under such an arrangement. It should be easy to get such a letter if Heritage is willing to consider such an arrangement.

Now that you know my position, I will respond to your comments respecting my analysis in my prior email. We all know that like you and Pam, Dad spent his career in the insurance business. I also spent years in the insurance business. In fact, Dad was one of the best and most innovated at it. Just look at his and your company's (LIC) web site for confirmation. As an expert, Dad understood all the benefits of designating a trust as the beneficiary under a life policy. You keep the proceeds out of the estate and probate process, and the proceeds are not subject to creditor claims. You and Pam and even I understand these concepts too. So does Mr. Spallina, as an expert estates lawyer. All of us (you, Pam, Robert and me) also know that having the actual trust document is essential to ensuring that the insurance proceeds are actually paid to the trust. The reason why insurers will not make payment pursuant to a missing trust document is that the insured had the right and ability to make changes to the trust document, including the beneficiaries thereunder until the day he died. You commented that Mr. Spallina said it is Heritage's policy not to make payments to an estate in situations where a trust is lost. Is that your experience with insurance companies? Perhaps Heritage's position is that it will pay the proceeds to the court (not the estate) and the judge determines how the proceeds are distributed. My friends in the business tell me that this is precisely what insurance companies do, albeit through the probate court. That is also why Mr. Spallina included that clause I mentioned in Dad's will, so any such proceeds flow through to Dad's pour over trust as a backup. Most wills include such a clause even though many people employ a trust. Trusts do get lost or are revoked. Beneficiary designations fail for a variety of reasons.

Your comments regarding the many times Dad dealt with the Heritage policy in recent years interests me. In 2012 Dad did redo his estate plan with Mr. Spallina. In the last couple of years Dad and you (and

perhaps Robert) dealt with reinstating the Heritage policy and considered a life payment buyout. In all those occasions, Dad could have changed the beneficiaries, but you state he did not. I understand, but fail to see the relevance, based on the above analysis. But because you are in the business and counsel your clients to use trusts, why did you not request a copy of the 1995 trust from Dad during those events? Why didn't Mr. Spallina require that Dad give him a copy during the 2012 estate planning overhaul, and insist on having a copy? Mr. Spallina told us that he and Dad met often and discussed Dad's financial affairs. Mr. Spallina knew and knows that having the actual trust document was essential, and I am find it hard to believe he did not insist on including a copy with Dad's 2012 estate planning documents. If I were Dad's estates lawyer and Dad did not provide me a requested copy, I would have copies of letters requesting the trust document, at the very least to protect myself against any claims. And why did Dad not make sure that you all had copies?

I also find it curious that no one has come forth to state the steps that were taken to locate the 1995 trust. Who took the steps, where did they look, and who did they speak with. I was not permitted to go into Dad's house after he died, so who took the contents of Dad's safe? Who looked at the contents of Dad's safe deposit box?-

You start by stating that Dad did not have 10 Grandchildren in 1995, so it was not his then desire to name them as beneficiaries. But absent the actual trust document, it is possible he named his then living grandchildren. BUT, the 1995 trust document cannot be located, so we will never know.

My fraudulent conveyance analysis is based on the above comments. A creditor would argue that the named beneficiary was the 1995 trust. It was lost. In those cases, insurers pay death benefits to the probate court. The proceeds thus become part of the estate even if the judge decides that the proceeds go through the pour over trust. You are in the insurance business Ted. I am surprised you do not know this. Thus I remain concerned that if Heritage agrees to pay the proceeds in trust pursuant to some form of settlement and release (which is your plan to avoid creditors issues) that a creditors lawyer will seek to reach those proceeds on the fraudulent conveyance theory. Obviously, you and Robert are trying awfully hard to get Heritage to do this for the very reason of avoiding creditors' claims. More facts to help a creditor's lawyer reach the proceeds.

So I would suggest my economic analysis is correct when you consider the law and not just Dad's desires. Again, the law requires an actual trust document, not the concept of a trust. It is required because the trust document can be changed and is the best and only evidence of where the proceeds should go. Unfortunately, Dad intent or desires likely are not relevant. He knew this, which again is why I am shocked that Dad did not give copies to each of you.

Eliot I. Bernstein
Inventor



From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Friday, February 8, 2013 8:41 PM

To: Pam Simon

Cc: Eliot Bernstein; Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Christine P. Yates ~
Director @ Tripp Scott

Subject: Re: Heritage Policy

The law does not REQUIRE a trust to pay proceeds. The terms of lost wills and trusts are routinely proved up through parole evidence. The lawyer I spoke with at Heritage told me that this happens once every ten days and the estate is rarely if ever the beneficiary of the proceeds on a lost trust instrument. I have NEVER heard of proceeds being paid to the probate court.

Your father changed himself to the owner of the policy because he wanted to have the RIGHT to change beneficiaries despite the fact that it causes inclusion of the proceeds in his estate for estate tax purposes. Very near to his death he requested beneficiary change forms but never actually changed the beneficiaries. I will give you one guess who he thought of including and it was none of his grandchildren. I counseled him not to do this and the form was never executed.

As for your father's intent, that is the most important thing and the court will always look to carry that out. The fact that he changed his dispositive documents to include only his grandchildren lends credibility to the fact that he intended that the insurance proceeds would go to his five children. He knew that the trust provided for his children some of whom he knew needed the money. Additionally we had a conference call prior to his death with all of you where he discussed his plans regarding his estate and your mother's estate with all of you. This should be of no surprise to anyone.

Bottom line is that we do not need to have the trust for the carrier to pay the proceeds. The carrier is looking for a court order to pay them to a successor trustee who will distribute them among the beneficiaries.

I do not and have never had a copy of the policy.

Lets stop making this more difficult than it is. Your father told me that the trust provided that the proceeds were going to his children. Pam saw him execute the trust with the same attorney that prepared her own trust a copy of which I have and will offer up to fill in the boilerplate provisions. We have an SS-4 signed by your mother to obtain the EIN. There is not one shred of evidence that the trust was terminated which is the only circumstance that would require payment of the proceeds to the estate.

The fact that your father requested change forms prior to death and didn't execute them speaks to the existence of the trust and that he intended that you all receive an equal share of the proceeds.

I hope that this helps to guide you and unite you in your decision.

Have a nice weekend.

Sent from my iPhone

On Feb 8, 2013, at 7:41 PM, "Pam Simon" <psimon@stpcorp.com> wrote:

Yad - bad news - we don't have copies of the policy - dad probably took it when he emptied his office / probably the trust too! The carrier seems to be the only one with a copy. As to the other items, we should do a call cause the premise is off. Have a good weekend.

Pam

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]

Sent: Saturday, February 9, 2013 11:22 AM

To: Pam Simon

Cc: Eliot Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach

Subject: Re: Heritage Policy

Eliot - we do have the letter from Heritage that you refer to below. They will pay with an order from the court which is based on the agreement, among us, to pay the trust. It's not only easy, we already have the letter from them.

Why don't the 5 of us get on a call in the next day or two? There are a bunch of things to cover other than this policy, such as the property in the house.

Time suggestions??

Ted

561-988-8984

tbernstein@lifeinsuranceconcepts.com



From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Wednesday, February 13, 2013 9:05 AM
To: 'Ted Bernstein'; 'psimon@stpcorp.com'
Cc: 'lisa@friedsteins.com'; 'jilliantoni@gmail.com'; 'iantoni_jill@ne.bah.com'; Christine P. Yates ~ Director @ Tripp Scott (CTY@trippscott.com); Ibis Hernandez ~ Legal Assistant @ Tripp Scott (idr@trippscott.com); Irina Roach (ixc@TrippScott.com)
Subject: RE: Heritage Policy

Christine would have to be included and what time, etc? Has anyone received a copy of the policy or have the insurance carriers phone number and person to contact. I will not be ready to start any process without all the relevant documentation for review. Has anyone, in the search for the 1995 trust, contacted Hopkins, Foley & Lardner, Henry "Hank" Devos Lawrie Jr. or Proskauer Rose for their last copies retained? Thanks ~ eb

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Saturday, February 9, 2013 8:49 PM
To: 'Pam Simon'; 'Ted Bernstein'
Cc: 'Lisa Sue Friedstein'; 'Jill Iantoni'; 'Jill M. Iantoni'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Christine P. Yates ~ Director @ Tripp Scott'; 'Irina Roach'
Subject: RE: Heritage Policy



Ted, can you send over the Heritage letter(s), thanks.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]

Sent: Thursday, February 14, 2013 8:33 AM

To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott

Subject: RE: Eliot Representation

Robert,

Please move forward as we discussed in the last group phone call in which we decided to have Heritage pay your trust account or a trust that you would act as Trustee. Heritage has stated that they will pay based on a court order showing that there is consensus among the 1995 Trust beneficiaries. Let's get this done.

Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]

Sent: Thursday, February 14, 2013 10:40 AM

To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'

Subject: RE: Eliot Representation

Please notify me of any probate court hearings so that I may attend and any actions by the carrier, as I have not consented to anything at this point or at the last group meeting I attended. Eliot



From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 14, 2013 4:10 PM
To: Eliot Ivan Bernstein

Subject: RE: Eliot Representation

Eliot - Please find representation ASAP. You are a hindrance and delay to this whole process. Your mother's and father's wishes are being frivolously challenged by you for no reason and you agreed with your father during his lifetime to go along with his wishes. You are alienating your siblings in the process. You really should be ashamed of yourself.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 15, 2013 11:43 AM
To: Eliot Ivan Bernstein; candyb@rockitcargo.com
Cc: Donald Tescher

Subject: RE: Eliot Representation

Eliot – We want to propose something and hope you and Candice are amenable. Don and I would like to meet with the two of you and give you the lay of the land as we see it. Don has done this for forty years and there truly is no one out there that knows this stuff better than him. Please understand that we are fair as it gets and want the best for EVERYONE. There are some issues as it relates to the house that you're living in, the insurance and mom's and dad's estates that we think we should discuss so that you can get comfortable with things and understand the interrelations. I can tell you that hiring lawyers and spending your children's money or your own will not benefit you or your children and will only cause frustration and grief for everyone. Again, Don and I are about as nice a guys as you will find in this area of practice and I think you owe it to your parents to come in and find out for yourselves who we are, what we're all about, and what needs to be done to get things distributed and let everyone go about their way. You can always go out and hire a lawyer but our doors are open and we hope that you take the opportunity to pass through them and meet us. Clean slate Eliot. I promise you we are here for you and your family as much as any of your siblings. Please advise.

Respectfully,
Robert

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.



From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 22, 2013 11:45 AM
To: Eliot Ivan Bernstein; candyb@rockitcargo.com
Cc: Donald Tescher

Subject: RE: Eliot Representation

Eliot – We wanted to follow-up with you on the below email to see if you have given any consideration to our proposal to meet. We kindly ask for you to reply either way. Thank you

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, February 22, 2013 1:00 PM
To: 'Robert Spallina'; 'candyb@rockitcargo.com'
Cc: 'Donald Tescher'

Subject: RE: Eliot Representation

We should have personal counsel by next week or the week after secured. Eliot



**EXHIBIT 7 - SETTLEMENT AGREEMENT AND MUTUAL RELEASE
(SAMR")**



SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into this _____ day of _____, 2012, at Chicago, Illinois by and between each of the following defined entities and individuals.

PARTIES DEFINED

"TED", as defined herein, refers to and means Ted S. Bernstein an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"PAM", as defined herein, refers to and means Pamela B. Simon an individual residing in Chicago, Illinois, her heirs, successors and/or assigns.

"ELIOT" as defined herein, refers to and means Eliot I. Bernstein, an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"JILL" as defined herein, refers to and means Jill M. Iantoni, an individual residing in Highland Park, Illinois, her heirs, successors and/or assigns.

"LISA" as defined herein, refers to and means Lisa S. Friedstein residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"ALLY" as defined herein, refers to and means Alexandra L. Bernstein residing in White Plains, New York, an individual, her heirs, successors and/or assigns.

"ERIC" as defined herein, refers to and means Eric D. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MICHAEL" as defined herein, refers to and means Michael A. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.



“MOLLY” as defined herein, refers to and means Molly N. Simon residing in Chicago Illinois, an individual, her heirs, successors and/or assigns.

“THE ELIOT CHILDREN” as defined herein, refers to and means Joshua, Jacob and Daniel Bernstein residing in Boca Raton, Florida, all individual(s), their heirs, successors and/or assigns.

“THE JILL CHILD” as defined herein, refers to and means Julia Iantoni residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

“THE LISA CHILDREN” as defined herein, refers to and means Max and Carley Friedstein residing in Highland Park, Illinois, an individual(s), both heirs, successors and/or assigns.

DEFINITIONS

"Agreement", as defined herein, refers to and means, this Settlement Agreement and Mutual Release.

“Party” or “Parties”, shall refer to and mean an individual defined above whom shall sign on and be bound by this Settlement Agreement, and Parties shall refer to the individuals collectively.

“Trust”, as defined herein refers to and means the Simon L. Bernstein Irrevocable Insurance Trust dtd 6/21/95.

RECITAL'S

WHEREAS, the Parties are all of the children and grandchildren of the marriage of Simon L. Bernstein and Shirley Bernstein;

WHEREAS, Simon L. Bernstein established the Trust in 1995 for the benefit of his wife,

Shirley Bernstein, and their children, the Parties;

WHEREAS, Shirley Bernstein predeceased Simon L. Bernstein, and Simon L. Bernstein passed away on September 13, 2012;

WHEREAS, after a diligent search by the Parties, an executed copy of the Trust can not be found;

WHEREAS, the Trust is the beneficiary of life insurance policy number 1009208 issued by Heritage Union Life Insurance Company (the "Insurer") on the life of Simon L. Bernstein (the "Policy");

WHEREAS, the Parties desire to achieve the intent of Simon L. Bernstein on or about the date of the Trust and resolve any and all disputes and controversies that have arisen or may arise regarding the distribution of the death benefit proceeds of the Policy.

WITNESSETH

NOW THEREFORE, in consideration of the following covenants, promises and obligations, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged; it is agreed by and between the Parties as follows:

COVENANTS

1. TED is appointed and hereby accepts the appointment to act as Trustee of the Trust.
2. That TED, as Trustee, shall open a bank account in the name of the Trust (the "Trust Account").
3. That TED, as Trustee shall deposit or direct the Insurer to deposit the death benefit proceeds of the Policy into the Trust Account.
4. That TED, as Trustee, shall pay expenses of the Trust including the cost of filing a tax return from the proceeds in the Trust Account.
5. That TED, as Trustee, shall distribute all remaining proceeds in the Trust Account equally (in 20% shares) to each of TED, PAM, ELIOT, JILL and LISA.

6. That TED, as Trustee, upon completing the distribution in ¶5 above and the filing of the tax return contemplated in ¶4 above shall close the Trust Account.
7. Upon receipt of the Settlement Agreement executed by all Parties and upon fulfillment of all of the covenants and obligations contained in ¶1 through ¶6 above, TED, PAM, ELIOT, JILL, AND LISA, ALLY, ERIC, MICHAEL, MOLLY, THE ELIOT CHILDREN, THE JILL CHILD AND THE LISA CHILDREN and each of them in their own individual capacity, shall respectively acquit, release, and forever discharge TED, both individually and as Trustee, and each and every other Party from any and all claims, demands, liabilities, obligations, causes and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected by each of them, which each of them now owns or holds or at any time heretofore owned or held as against each other arising out of any matter related to or associated with the Policy and/or the Trust, and without limiting the generality of the foregoing, all claims, demands, liabilities, obligations, causes and causes of action arising out of or in any way connected with: a) the receipt of the death benefit proceeds of the Policy by the Trust; b) arising out of or in any way connected to the operation and management of the Trust, or the actual terms of the Trust in the event it should be located subsequent to the date of this Agreement regardless as to whether all of the covenants and obligations of this Agreement have been executed to completion.
8. All demands and notices given hereunder shall be sent by mail addressed to the respective Parties with a copy to David B. Simon, The Simon Law Firm, 303 E. Wacker Dr., Suite 210, Chicago, IL 60601-5210.
9. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder. All Parties further represent that this Settlement Agreement has been duly executed and delivered.
10. This Settlement Agreement embodies the entire understanding of the Parties. All prior correspondence, conversations, memoranda and agreements have been merged into and replaced by this Settlement Agreement.
11. If a Party breaches this Settlement Agreement, the breaching Party shall reimburse the non-breaching Parties for all reasonable costs, attorney's fees, and expenses incurred by them in enforcing the terms and provisions of the Settlement Agreement.
12. This Settlement Agreement shall (i) be governed and construed in accordance with the laws of the State of Illinois and all claims or controversies arising out of this Settlement Agreement shall be brought within the exclusive jurisdiction of the State of Illinois; (ii) inure to the benefit of and be binding upon the Parties themselves, as well as their respective heirs, executors, predecessors, successors and assigns.
13. All Parties have been represented by counsel, or have had the opportunity to seek the advice of counsel, and if they have sought counsel then such counsel has reviewed this Settlement Agreement and recommended that their respective clients enter into it.
14. This Settlement Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original. Facsimile signatures of the Parties shall as valid and binding as original signatures.

15. Should any provision contained in this Agreement be deemed illegal or unenforceable as a matter of law, the remainder of this Agreement shall remain binding and continue in full force and effect.
16. The signatories state that they have read and understand this Settlement Agreement and that they intend to be legally bound by the same.

A handwritten signature in blue ink, appearing to be the initials 'LH', is located in the bottom right corner of the page. The signature is written in a cursive style and is positioned over a faint, light-colored rectangular stamp or watermark.

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

Witness: _____

Address: _____

PAMELA B. SIMON

Witness: _____

Address: _____

LISA S. FRIEDSTEIN

Witness: _____

Address: _____

ERIC BERNSTEIN

Witness: _____

Address: _____

MOLLY N. SIMON

Witness: _____

Address: _____

THE JILL CHILD

Jill Iantoni, Parent

Guy Iantoni, Parent

Address: _____

ELIOT I. BERNSTEIN

Witness: _____

Address: _____

JILL M. IANTONI

Witness: _____

Address: _____

ALEXANDRA L. BERNSTEIN

Witness: _____

Address: _____

MICHAEL BERNSTEIN

Witness: _____

Address: _____

THE ELIOT CHILDREN

Eliot I. Bernstein, Parent

Candace Bernstein, Parent

Address: _____

THE LISA CHILDREN

Lisa Frenstein, Parent

Jeffrey Friedstein, Parent

Address: _____

EXHIBIT 8 - ELIOT LETTERS REGARDING COUNSEL FOR SAMR



**EXHIBIT 9 – SPALLINA LETTERS REGARDING HERITAGE POLICY
BENEFICIARIES**

449

**EXHIBIT 10 – TRIPP SCOTT LETTERS TO SPALLINA FOR
DOCUMENTS, ETC.**

4/10

Eliot Ivan Bernstein

Subject: FW: Est. of Shirley Bernstein and Estate Simon Leon Bernstein: Revised Retainer Agreement

From: Christine Yates [<mailto:cty@TrippScott.com>]



Sent: Wednesday, October 17, 2012 8:15 PM

To: 'Eliot Ivan Bernstein'

Cc: Jamie Garber

Subject: RE: Est. of Shirley Bernstein and Estate Simon Leon Bernstein: Revised Retainer Agreement

Eliot, thank you. I will be contacting the Teshler firm as we discussed.


110 SE  Street, Suite
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com



From: Christine Yates [<mailto:cty@TrippScott.com>]

Sent: Tuesday, November 06, 2012 5:33 AM

To: [REDACTED]

Subject: RE: Bernstein estate matter

[REDACTED], thanks for checking in. Surprisingly, when my assistant called Mr. Spallina refused to set up a conference call indicating he did not know who Mr. Bernstein was. Therefore, I have been trying to contact him without a call. So far, no luck with reaching him. At this we are preparing a letter informing him of our representation.

TRIP
SCOTT
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates

Director

Direct: (954) 760-4916

Fax: (954) 761-8475

cty@trippscott.com





Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

November 9, 2012

Via E-Mail and U.S. Mail

Robert L. Spallina, Esq.
Teschler & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: Estates of Shirley Bernstein and Simon Leon Bernstein

Dear Mr. Spallina:

Our firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. In order to assist us in this matter, please provide us with copies of the following:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership,

659917v2 995508.0001

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301

Post Office Box 14245 • Fort Lauderdale, Florida 33302

Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

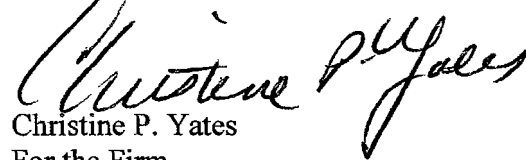
Fort Lauderdale • Tallahassee

Robert L. Spallina, Esq.
November 9, 2012
Page 2 of 2

- operating, or stockholders agreements;
14. Please provide a status of the ongoing litigation involving Stanford;
 15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
 16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
 17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,



Christine P. Yates
For the Firm

CPY/jcj

cc: Eliot Bernstein
Marc Garber



Christine P. Yates
Direct Dial: 954 760.4916
Email: cty@trippscott.com



November 29, 2012

Via E-Mail and U.S. Mail

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: Estates of Shirley Bernstein and Simon Leon Bernstein

Dear Mr. Spallina:

We wanted to take this opportunity to follow up with you regarding my November 9, 2012 correspondence. As you are aware, my firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. We would appreciate receiving copies of the following information and documents no later than December 4, 2012, in order to assist us in this matter:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;

661738v1 995508.0001 110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

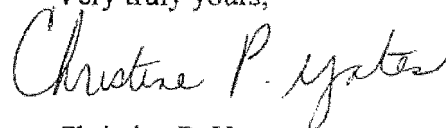
Fort Lauderdale • Tallahassee

Robert L. Spallina, Esq.
November 29, 2012
Page 2 of 2

13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements;
14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,



Christine P. Yates
For the Firm

CPY/cak

cc: Eliot Bernstein
Marc Garber



From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Friday, November 30, 2012 12:05 PM
To: 'iviewit@gmail.com'; 'Marc.Garber@flastergreenberg.com'
Cc: Cindy Kronen
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Eliot and Marc, I confirmed with Spallina's office that they have received my request and I have a call set up with Spallina for next Tuesday at 2:30. Thanks.



Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Tuesday, December 4, 2012 12:02 PM
To: 'Eliot Ivan Bernstein'; 'marc.garber@flastergreenberg.com'
Cc: Cindy Kronen
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein:

Eliot and Marc, Robert Spinella's assistant cancelled the call today and would not reschedule. I tried to call and they will not take my call. I believe we are going to have to proceed with litigation to get any information with them. Please let me know your thoughts and I would like to set up a call with you to go over how we proceed. Thanks.



Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Cindy Kronen
Sent: Tuesday, December 04, 2012 9:56 AM
To: Christine Yates
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein:

Robert Spinella's assistant called to cancel the conference call I scheduled this afternoon. She did not want to reschedule at this time.



Fort Lauderdale, FL 33301
954-525-7500

Cindy Kronen
Paralegal

Direct: (954) 627-3810

A handwritten signature in blue ink, appearing to be 'C. Kronen'.

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com



December 21, 2012

Via E-Mail and U.S. Mail

Robert L. Spallina, Esq.
Teschler & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: Estates of Shirley Bernstein and Simon Leon Bernstein

Dear Mr. Spallina:

As you are aware, my firm represents Mr. and Mrs. Bernstein. We would appreciate receiving copies of the following information and documents in this matter:

1. A copy of Simon Bernstein's Trust and accounting;
2. A copy of Shirley Bernstein's Trust and accounting;
3. A copy of Bernstein Family LLC's Trust;
4. A copy of Bernstein Holdings and Family Corporation;
5. Objections to claims filed in Estate of Simon Bernstein;
6. Exempt Property Petition filed;
7. Personal Property Inventory for Estate of Simon and Shirley Bernstein;
8. Please provide a status of the ongoing litigation involving the Estate Substitution in Stanford – Case status and attorney handling;
9. Limited Power of Appointment executed by Simon;
10. Inventory for Shirley Bernstein;
11. Inventory for Simon Bernstein; and
12. LIC Holdings corporate Documents;
13. Mortgage documents relating to Eliot's home, and documents pertaining to first mortgage;
14. Accounting of each child's Trust.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah

cc: Eliot Bernstein
Marc Garber

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Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

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LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 11, 2013

VIA FEDERAL EXPRESS

Christine P. Yates, Esq.
Tripp Scott
110 Southeast Sixth Street
Fifteenth Floor
Fort Lauderdale, FL 33301

Re: Estates of Shirley Bernstein and Simon L. Bernstein

Dear Ms. Yates:

In response to the items in your letter dated December 21, 2013, we are enclosing the following documents and responses:

1. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012. We do not have an accounting for the trust at this time.
2. Shirley Bernstein Trust Agreement dated May 20, 2008 together with a copy of the First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008. We do not have an accounting for the trust at this time, however, it's primary assets are the two homes.
3. Operating Agreement for Bernstein Family Realty, LLC dated June 30, 2008.
4. Agreement of Limited Partnership of Bernstein Family Investments, LLLP dated May 20, 2008 and the Operating Agreement of Bernstein Holdings, LLC dated May 20, 2008.
5. We have not yet filed any objections to any claims filed in the Estate, but will be able to provide copies when we get to this point in the probate procedure.
6. There is no Exempt Property Petition filed in the Estate.
7. We are not in possession of personal property inventories for either Simon or Shirley.
8. As discussed previously.
9. The Limited Power of Appointment was exercised under Si's Will, a copy of which you already have.
10. A copy of the Inventory for the Estate of Shirley Bernstein.
11. We will provide you with a copy of the Inventory for the Estate of Simon Bernstein once it is complete.
12. We are not in possession of any documents related to LIC Holdings.
13. A copy of the recorded Second Mortgage for Eliot Bernstein's home, together with the Promissory Note in the amount of \$365,000.00. Please note that Walter Sahn holds a

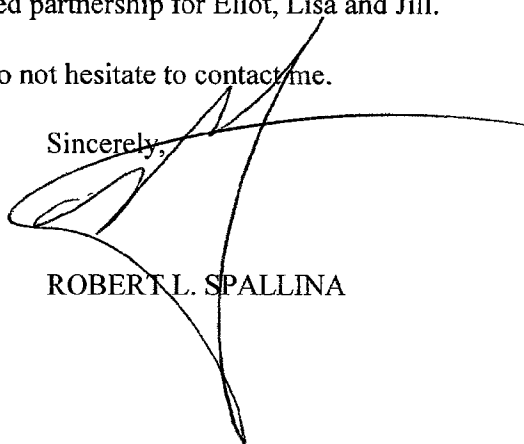
Christine P. Yates, Esq.
January 11, 2013
Page 2

first position mortgage on the property, a copy of which we do not have, and is anxious about getting paid as a result of Si's death. Please call me to discuss this.

14. The children's trusts were never funded, other than the one (1%) percent interest in the general partner of the limited partnership for Eliot, Lisa and Jill.

If you have any questions, please do not hesitate to contact me.

Sincerely,



ROBERT L. SPALLINA

Enclosures





Christine P. Yates
Direct Dial: 954.760.4916
Email: cwy@trippscott.com

February 13, 2013

Via E-Mail

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

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

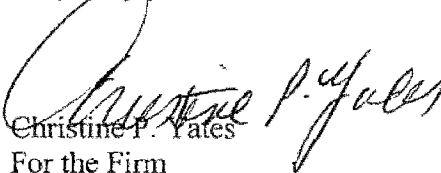
Dear Robert:

As you are aware, my firm represents Joshua, Jacob and Daniel Bernstein as beneficiaries of the Estates of Shirley and Simon Bernstein and the trusts created for their benefit by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsha Abe Ottomo Bernstein created by Simon Bernstein in 2006. We would appreciate receiving copies of the following information and documents in this matter within ten (10) days of your receipt of this letter:

1. A copy of the Limited Power of Appointment executed by Simon;
2. The minutes and records of Bernstein Family Realty, LLC;
3. All financial records for Simon Bernstein, including an accounting of the phantom income from LIC Holdings;
4. An accounting and a copy of all Trusts created by Simon Bernstein of which my clients are a beneficiary; and
5. An accounting and a copy of all Trusts created by Shirley Bernstein of which my clients are a beneficiary.

We appreciate your prompt attention to this matter as we attempt to piece together all of the aspects of these estates and trusts. Should you have any questions, please feel free to contact my office.

Very truly yours,


Christine P. Yates
For the Firm

CPY/jcj

cc: Eliot Bernstein
Marc Garber

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EXHIBIT 11 - TRIPP SCOTT CONFLICT LETTER

4/11



CHRISTINE P. YATES
Direct Dial: 954 760 4918
Email: civ@trippscott.com

February 13, 2013

VIA EMAIL

Mr. and Mrs. Eliot Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

Re: Revised Representation and Conflict Waiver

Dear Eliot and Candice:

This letter shall confirm that Tripp Scott, P.A. (hereinafter the "Firm") represents your three children, Joshua Ennio Zander Bernstein, Jacob Noah Archie Bernstein and Daniel Elijsa Abe Ottomo Bernstein (hereinafter collectively referred to as the "Children") as beneficiaries of the Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of any irrevocable trusts created by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsa Abe Ottomo Bernstein created by Simon Bernstein in 2006. Enclosed is a revised Retainer Agreement clarifying the scope of this Firm's representation of your children.

The Firm *no longer represents you in any individual capacity* and we have advised you to seek other counsel immediately so your legal rights and interests may be preserved.

In addition, we wish to advise you of this Firm's potential conflict of interest in its prior representation of you and your children. Accordingly, we must obtain your acknowledgement and waiver of this conflict due to the Firm's prior representation of you and consent to our continued representation of your children.

In light of the fact that loyalty is an essential element in a lawyer's relation to a client, Florida's Rules of Professional Conduct (the "Rules") prohibit a lawyer from representing a client if such representation will be "directly adverse" to the interests of another client unless (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation.

The Firm does not believe that the representation of the both of you and your children in connection with your interests as beneficiaries under the Estate of Shirley Bernstein and the Estate of Simon Bernstein and as beneficiaries of any trusts created by Shirley and/or Simon Bernstein adversely affected the Firm's responsibilities to and relationship with you or your children. However, we have mutually agreed that we will discontinue representation of the two of you, and will limit our Firm's representation solely to that of the Children. We have advised you to obtain independent legal counsel, other than the Firm, regarding the representation of your interests, including but not limited to, any claims in connection with Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of the irrevocable trusts created by Simon Bernstein.

668859v5 995508.0001
110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

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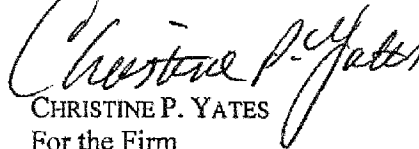
Engagement Letter
February 13, 2013
Page 2 of 3

To document your acknowledgement to our discontinued representation of you and the revised scope of our representation of the Children in connection with their interests as beneficiaries under the Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of any trusts created by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsha Abe Ottomo Bernstein created by Simon Bernstein in 2006, subject to the conditions set forth herein, please execute this letter on the space provided below.

We have not been authorized by you to perform any substantive factual or legal research as to any of your individual claims and we strongly encourage you to retain counsel to do such research and protect your interests.

We agree that this letter may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument, and a legible facsimile copy of this letter and any signatures hereon shall be considered for all purposes as originals.

Very truly yours,


CHRISTINE P. YATES
For the Firm

CPY/jej

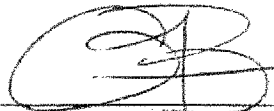


ACKNOWLEDGEMENT AND WAIVER OF CONFLICT

The undersigned acknowledge that Christine P. Yates and Tripp Scott, P.A. represent Joshua Bernstein, Jacob Bernstein and Daniel Bernstein with respect to the matters described above and have discontinued their representation of Eliot Bernstein and Candice Bernstien. We hereby (1) waive any conflict of interest that may have existed due to the Attorneys' representation of us and our children as beneficiaries of the Estate of Shirley Bernstein and the Estate of Simon Bernstein and as beneficiaries of any trusts created by Shirley and/or Simon Bernstein; (2) agree to seek independent legal counsel to represent our interests in the Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of the trusts created by Shirley and/or Simon Bernstein; and (3) acknowledge and consent to the continued representation by Tripp Scott, P.A. of Joshua Ennio Zander Bernstein, Jacob Noah Archie Bernstein and Daniel Elijsha Abe Ottomo Bernstein as beneficiaries of the Estate of Shirley Bernstein, the Estate of Simon Bernstein, as beneficiaries of any trusts created by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsha Abe Ottomo Bernstein created by Simon Bernstein in 2006.



Eliot Bernstein, individually and as
as natural guardian of Joshua Bernstein,
Jacob Bernstein and Daniel Bernstein



Candice Bernstein, individually and as
as natural guardian of Joshua Bernstein,
Jacob Bernstein and Daniel Bernstein



TRIPP SCOTT, P.A.
110 S.E. 6TH STREET, 15TH FLOOR
FORT LAUDERDALE, FL 33301
(954) 525-7500

RETAINER AGREEMENT

Representation of the minor Children of Eliot Bernstein as Beneficiaries of the Estates of Shirley and Simon Bernstein; as Beneficiaries of any Trusts created under the Will or Revocable Trust of Shirley or Simon Bernstein; and as Beneficiaries of the 2006 Irrevocable Trusts created by Simon Bernstein

We are pleased that you have asked Tripp Scott, P.A. to provide legal services in connection with the above listed matter. The purpose of this agreement is to set forth our mutual understanding regarding the basis upon which we have agreed to undertake such representation.

FEES

We will provide our legal services on the basis of hourly rates in effect at the time the legal services are rendered. Those rates currently range up to \$425.00 per hour for attorneys, with paralegals billing at a rate of up to \$160.00 per hour. Law clerks are billed at the rate of \$110.00 per hour. My time is currently billed at \$350.00 per hour. If other attorneys or professionals in the firm work on this matter, their time will be billed on the basis of their hourly rate as well. All of the above rates are for the current calendar year and are subject to change thereafter. Unless otherwise specified, any additional services requested to be provided by our firm beyond the scope of the above matter will be billed to you in accordance with our hourly rates in effect at the time those services are rendered, and subject to the terms set forth in this agreement. Please note that telephone calls are billed at a minimum of two-tenths (0.20) of an hour no matter how short its duration. Additionally, client understands that our representation may involve the discussion of tax and property issues of the client and certain options may be discussed, or a plan entertained, that is not implemented. This time is considered billable and payment is expected upon service.

In connection with your estate planning, you agree to pay us a retainer in the amount of **\$0.00**. You will receive monthly statements and said fees will be credited from your retainer balance. You understand that the retainer amount stated in this agreement is in no way a guarantee or cap on the amount of legal fees that could be expended and will not be refunded to you in the event our representation is terminated by either you, the client, or the attorney.

COSTS

Costs and expenses that are incurred by Tripp Scott, P.A. on your behalf, including, but not limited to, mailing and postage, telecopy charges, long distance telephone costs, photocopying charges, etc., will be billed to you with our statement for fees on a monthly basis.

In addition to the fee retainer, you agree to deposit with us the sum of **\$ N/A**; to be applied towards costs. The cost deposit is also due upon execution of this agreement. Whenever the costs deposit falls below \$0.00, you may be asked to replenish said deposit so that at all times there is a credit balance to apply towards costs expended on your behalf. No other professional will be engaged without your pre-approval.



At the conclusion of our legal services, the balance of the cost retainer, if any, will be refunded to you provided all fees have been paid. You agree that the remaining cost deposit, if any, may be applied to the final fee balance.

BILLING

We ask that you stay current with our office on a monthly basis. However, if a balance remains outstanding with our office for over thirty (30) days, Tripp Scott, P.A., shall have the right to cease work on your file until such time that the balance is paid in full. Additionally, if said fees are not kept current within the thirty (30) day period, we reserve the right to request an additional non-refundable retainer. Tripp Scott, P.A., shall, at its own discretion, have the right to withdraw from representing you in this matter at any time if:

- (A) You do not make payments required within thirty (30) days after billing;
- (B) You have misrepresented or failed to disclose material facts;
- (C) You fail to follow our advice;
- (D) A dispute between client and attorney arise which cannot be worked out with a good faith effort and in an amicable way; and
- (E) Any other reason as deemed appropriate by the attorney.

To protect our fees and costs until they are paid, it is specifically agreed by you, the client, that the undersigned attorney shall have and is hereby granted all general, possessory and retaining liens and all equitable special and attorney's charging liens upon the client's documents, property (both real and personal, regardless of homestead), or money in the client's possession or money or property in another's possession for the client's benefit for the payment of all sums due under this agreement, and upon property or funds received by you, the client, by settlement, judgment, or otherwise. Any such liens shall also include liens upon the client's interest in any estate, trust, guardianship or other asset held in fiduciary capacity or trust, constructive or otherwise, within the jurisdiction of the court for any balance due, owing and unpaid. Any such liens shall relate back to the date of this agreement and shall be superior in dignity to any other liens subsequent to the date thereof. It is agreed by the client that the attorney will file a lien and a Notice of Lis Pendens with regard to the client's interest in any real property (regardless of homestead as you, the client, expressly have waived your homestead exemption under this agreement) upon which a lien may be claimed.

You agree to pay interest at the rate of 1% per month or 12% per annum on any bill, or portion thereof, which remains unpaid for more than thirty (30) days after billing. Also, client agrees that their file will only be released by the attorney upon payment of all fees and costs due and owing Tripp Scott, P.A.

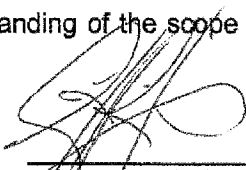
SPECIAL CONSIDERATIONS FOR BENEFICIARIES

Please be advised, the trustee is generally entitled to pay attorney's fees and costs from the trust assets, but in the event that a claim or defense based upon a breach of trust is made against the trustee, we have the right to seek a pre-hearing order prohibiting the payments. If the order is granted, the trustee must cease using the trust assets to pay attorney's fees and costs and must make those payments personally. Following this pre-evidentiary hearing, the court will determine the merit of the underlying claim or defense of breach of trust at which point the trustee will either be required to refund any payments of costs or fees to the trust, or will be entitled to seek an order permitting a refund of payments made personally by them.

ACCEPTANCE

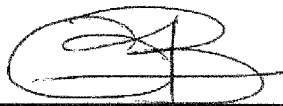
This agreement is consistent with our understanding of the scope and terms of representation and fees.

Dated: 2/13/13



ELLIOT BERNSTEIN, as Natural
Guardian of Joshua Ennio Zander Bernstein,
Jacob Noah Archie Bernstein and Daniel
Elijsha Abe Ottomo Bernstein

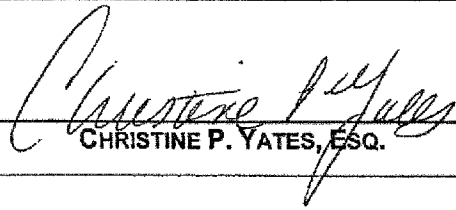
Dated: 2/13/13



CANDICE MICHELLE BERNSTEIN, as Natural
Guardian of Joshua Ennio Zander Bernstein,
Jacob Noah Archie Bernstein and Daniel
Elijsha Abe Ottomo Bernstein

TRIPP SCOTT, P.A.
110 S.E. 6TH STREET, 15TH FLOOR
FORT LAUDERDALE, FL 33301
(954) 525-7500

By:


CHRISTINE P. YATES, ESQ.

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EXHIBIT 12 – WAIVERS NOT NOTARIZED

4/9/12

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division


2012 OCT 24 PM 1:31
SHARON H. B. O'LEARY
PALM BEACH COUNTY, FL
SOUTH CT. CLERK-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 OCT 24 PM 1:31
SHARON R. HORN, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH FILED

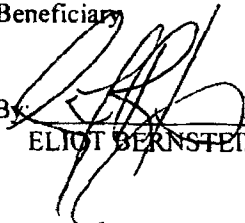
**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

By 
ELIOT BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 OCT 24 PM 1:31
SHARON A. ... CLERK
PALM BEACH COUNTY, FL
SOUTH CITY ... FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

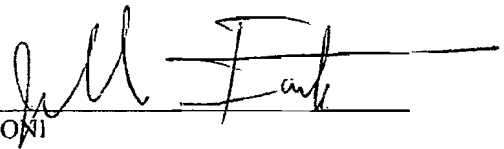
- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on OCTOBER 1st, 2012.

Beneficiary

By: _____

JILL IANTONI



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 OCT 24 PM 1:31
SHARON A. H. TUCKER, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY JR. BLDG-FILED

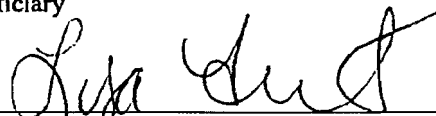
**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: 
LISA S. FRIEDSTEIN



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 OCT 24 PM 1:31
SHARON A. BROWN, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: 
PAMELA B. SIMON

47

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 OCT 24 PM 1:31
SHARON M. BEECHER, CLERK
PALM BEACH COUNTY, FL
SOUTH COUNTY PROBATE DIVISION FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary
By: Ted Bernstein
TED BERNSTEIN

504

EXHIBIT 13 – THIS COURT’S MEMO TO TS

4/13

MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, on behalf of -
This office does not provide legal advice
For procedural inquiries Tel. #561-274-1424

| X| JUDGE MARTIN H. COLIN Division - IY
| JUDGE JAMES L. MARTZ Division - IZ
| JUDGE ROSEMARIE SCHER Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB

Estate of Shirley Bernstein

MATTER: Documents being returned

Order of discharge

- ___ Death certificate (**CERTIFIED COPY**) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171
- ___ Received bill for funeral expenses required (*Must be paid in full*).
- ___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.
- ___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 & 5.235
- ___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & R.5.235(6).
- ___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).
- ___ Proof of publication not submitted. Rule 5.241.
- ___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).
- ___ Inventory not submitted. Probate Rule 5.340.
- ___ All claims must be satisfied, struck, or dismissed.
- ___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28
- ___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).
- XX** Receipts for assets from all of the specific beneficiaries were not notarized.
- ___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).
- ___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.
- ___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).
- ___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510
- ___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at <http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin>.
- ___ OTHER:

SHIRLEY R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH BRANCH-FILED
12 NOV - 6 AM 10:18

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

EXHIBIT 14 – WAIVERS NOTARIZED IN PAST



9/11/14

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 NOV-19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

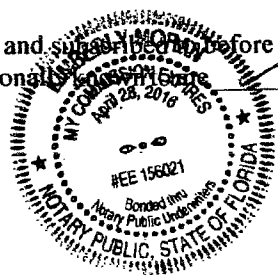
- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary
By: [Signature]
ELIOT BERNSTEIN

Sworn to and subscribed to before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)



Kimberly Norman
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on October 1, 2012.

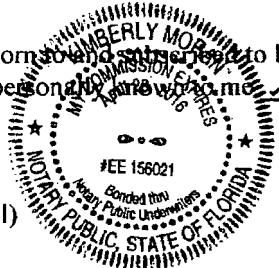
Beneficiary

By: Jill Iantoni

JILL IANTONI

Sworn to and signed before me on October 1, 2012, by JILL IANTONI, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)



Kimberly Moran
Notary Public State of Florida

Handwritten initials "GT" in blue ink.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.


Signed on August 21, 2012.

Beneficiary

By: *Lisa Friedstein*
LISA S. FRIEDSTEIN

S. FRIEDSTEIN subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN personally known to me or who produced identification.

(Affix Notarial Seal)



Kimberly Moran
Notary Public State of Florida

gm

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

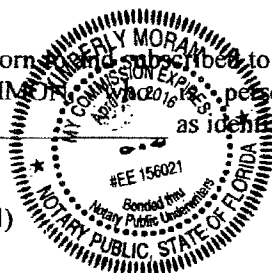
Beneficiary

By: 

PAMELA B. SIMON

Sworn to before me on August 8, 2012, by PAMELA B. SIMON, personally known to me ✓ or who produced _____ as identification.

(Affix Notarial Seal)




Notary Public State of Florida

47

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

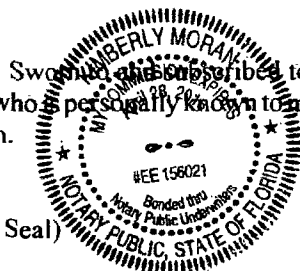
Beneficiary

By Ted Bernstein

TED BERNSTEIN

Sworn and subscribed to before me on August 1 2012, 2012, by TED BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)



Kimberly Moran
Notary Public State of Florida

47

EXHIBIT 15 – SIMON’S WAIVER SIGNED POST MORTEM

4/15

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: 
SIMON L. BERNSTEIN

Sworn to and subscribed before me on April 9, 2012 by SIMON BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)



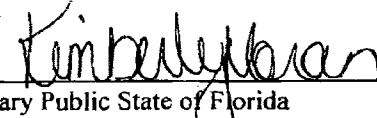

Notary Public State of Florida

EXHIBIT 16 - PETITIONER REVOCATION OF WAIVER

4/16

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

IN RE: ESTATE OF
SHIRLEY BERSTEIN,

FILE NO.: 502011CP000653XXXXSB

Division: Probate

Deceased.

**REVOCATION OF: WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND
RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE**

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

- (a) I expressly revoke the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" (herein after the "Waiver") I signed May 15, 2012.
- (b) Although I signed the Waiver on May 15, 2012, I did not sign it before any notary. The attached Waiver was notarized and filed with the Court without my knowledge.
- (c) It was not explained to, nor was it known by, me the rights I was waiving.
- (d) Undue pressure and influence was placed upon me to sign the above referenced pleading without an understanding of the rights and privileges that were being waived.

THEREFORE, Eliot Bernstein, through undersigned counsel, respectfully requests this Court vacate, void, nullify, and render ineffective the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" he signed May 15, 2012.

[SIGNATURES ON FOLLOWING PAGE]



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

Signed on this 23 day of January, 2013.

Christine Yates
CHRISTINE P. YATES
Bar No. 122653
Attorney for Petitioner
TRIPP SCOTT, P.A.
110 SE 6th Street, 15th Floor
Ft. Lauderdale, Florida 33301
Telephone: (954) 760-4916
Fax: (954) 761-8475

Eliot Bernstein
ELIOT BERNSTEIN, Beneficiary

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me on January 23, 2013 by the Beneficiary, ELIOT BERNSTEIN, who is personally known to me or has produced the following form of identification:
Drivers License.



Cindy Kronen
Notary Public - State of Florida
My Commission Expires:

EF

**EXHIBIT 17 - SIGNATURE PAGES OF ALLEGED 2012 AMENDED
TRUST**

4/17

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 26 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

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

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

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

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

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

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

SIMON L. BERNSTEIN
AMENDED AND RESTATED TRUST AGREEMENT

LAW OFFICES
TESCHER & SPALLINA, P.A.



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

SETTLOR and TRUSTEE:

[Handwritten signature of Simon L. Bernstein]

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

[Handwritten signature of Robert L. Spallina]
Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

[Handwritten signature of Kimberly Moran]
Print Name: Kimberly Moran
Address: 6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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

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

[Seal with Commission Expiration Date]

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

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

[Handwritten mark]

EXHIBIT 18 – SIGNATURE PAGES OF 2012 WILL OF SIMON



418

502012CP004391XXXXSB

I2

WILL OF

SIMON L. BERNSTEIN

2012 OCT -2 AM 9:32
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

Prepared by:

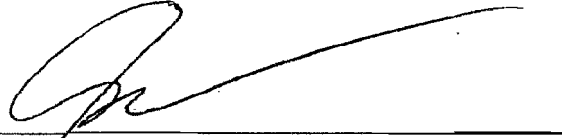
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES

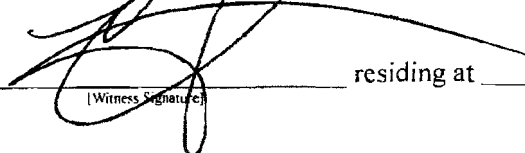
TESCHER & SPALLINA, P.A.

47

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

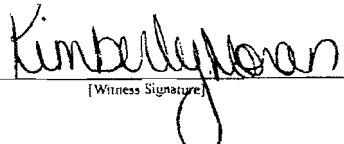

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 27 day of July, 2012.


[Witness Signature]

ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

[Witness Address]


[Witness Signature]

Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

[Witness Address]



State Of Florida

SS.

County Of Palm Beach

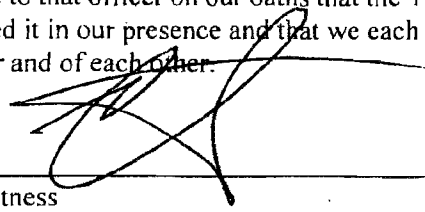
I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.


SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina

and Kimberly Moran,

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


Witness

Kimberly Moran
Witness

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

[Seal with Commission Expiration Date]

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


Signature - Notary Public-State of Florida

Lindsay Baxley
Print, type or stamp name of Notary Public

LAST WILL
OF SIMON L. BERNSTEIN

-8-

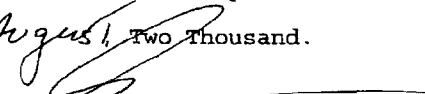
LAW OFFICES
TESCHER & SPALLINA, P.A.

EXHIBIT 19 – RELEVANT PAGES OF WILL EXHIBIT

5/17/19

descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.



(L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SIMON L. BERNSTEIN, the Testator, to be his Last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George Kravits residing at 1133 SW 20th Street

Boca Raton, FL

Robert [Signature] residing at 2415 NW 32nd St.

Boca Raton, FL



STATE OF FLORIDA)
 : SS.:
COUNTY OF PALM BEACH)

We, SIMON L. BERNSTEIN, George D. Karibjanian and Robert Jacobowitz, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testator, in the presence of the witnesses, signed the instrument as his Last Will and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

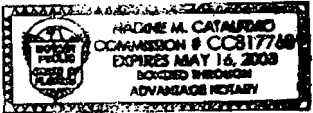
[Signature]
Testator

George D. Karibjanian
Witness

[Signature]
Witness

Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, and by George D. Karibjanian and Robert Jacobowitz, the witnesses, on August 15, 2000, all of whom personally appeared before me. SIMON L. BERNSTEIN is personally known to me or has produced as identification. George D. Karibjanian is personally known to me or has produced as identification. Robert Jacobowitz is personally known to me or has produced as identification.

[Signature]
Notary Public (Affix Seal)
My commission expires:
My commission number is:



57

EXHIBIT 20 – STANFORD TRANSFER OF FUNDS RELEASE LETTER

4/20

Eliot Ivan Bernstein

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Monday, June 16, 2008 2:20 PM
To: 'Christopher R. Prindle @ Stanford Financial Group (cprindle@stanfordeagle.com)'
Cc: 'Simon Bernstein'
Subject: Simon Bernstein son Eliot

Contacts: Christopher R. Prindle
Tracking: **Recipient** **Read**
'Christopher R. Prindle @ Stanford Financial Group (cprindle@stanfordeagle.com)' Read: 6/16/2008 3:13 PM
'Simon Bernstein'

Chris ~ As guardian for my children I want to inform you that my children will be moving into, as residents, the property at 2753 NW 34th Street, Boca Raton, FL 33434 and where funds are needed to purchase that residence to provide for their shelter. The funds being transferred will be used for their purchase of the home.

If you need additional information, please feel free to contact me. If you would, please reply to confirm your receipt of this message. Thanks - Eliot Bernstein.

Eliot I. Bernstein
Founder & Inventor
Iviewit Technologies, Inc.
Iviewit Holdings, Inc.
39 Little Ave
Red Bluff, California 96080-3519
(530) 529-4110 (o)
(530) 526-5751 (c)
iviewit@iviewit.tv
www.iviewit.tv

THIS MESSAGE AND ITS EMBEDDED FILES INCORPORATED HEREIN CONTAIN INFORMATION THAT IS PROPRIETARY AND CONFIDENTIAL PRIVILEGED INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THIS MAIL AND ITS ATTACHMENTS. PLEASE DELETE THE MESSAGE AND ITS EMBEDDED FILES WITHOUT READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THEM, AND NOTIFY THE SENDER IMMEDIATELY AT (530) 529-4110. IF YOU ARE THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM FORWARDING THEM OR OTHERWISE DISCLOSING THESE CONTENTS TO OTHERS, UNLESS EXPRESSLY DESIGNATED BY THE SENDER. THANK YOU!



Eliot Bernstein
39 Little Ave
Red Bluff, CA 96080-3519
RE: Children's Residence

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

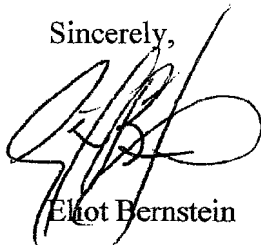
Dear Mr. Fournet:

Please be advised that as guardian for my children that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434.

We are requesting that the funds from the children's individual Irrevocable Trust accounts be used toward the purchase of this residence. This is necessary to provide shelter for the children. These are the only available funds for this residence. My children are listed below.

Josh Bernstein
Jacob Bernstein
Daniel Bernstein

Sincerely,



Eliot Bernstein



Eliot & Candice Bernstein
39 Little Ave
Red Bluff, CA 96080-3519

June 18, 2008

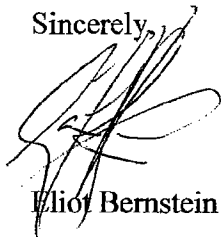
Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

RE: Distribution for Children's Residence

Dear Mr. Fournet:

Please be advised that as guardians for our children, Josh, Jacob and Daniel Bernstein that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434. We hereby, indemnify Stanford Trust Company for this distribution with respect to any future needs of the children.

Sincerely,



Eliot Bernstein



Candice Bernstein



Eliot Bernstein
39 Little Ave
Red Bluff, CA 96080-3519
RE: Children's Residence

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

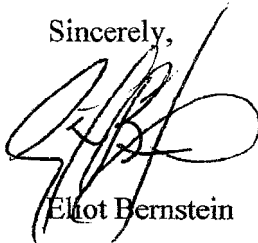
Dear Mr. Fournet:

Please be advised that as guardian for my children that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434.

We are requesting that the funds from the children's individual Irrevocable Trust accounts be used toward the purchase of this residence. This is necessary to provide shelter for the children. These are the only available funds for this residence. My children are listed below.

Josh Bernstein
Jacob Bernstein
Daniel Bernstein

Sincerely,



Eliot Bernstein

44

Eliot & Candice Bernstein
39 Little Ave
Red Bluff, CA 96080-3519

June 18, 2008

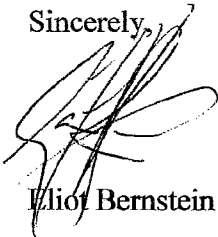
Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

RE: Distribution for Children's Residence

Dear Mr. Fournet:

Please be advised that as guardians for our children, Josh, Jacob and Daniel Bernstein that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434. We hereby, indemnify Stanford Trust Company for this distribution with respect to any future needs of the children.

Sincerely,



Eliot Bernstein



Candice Bernstein



EXHIBIT 21 - BALLOON MORTGAGE

4 21

CFN 20080327651
OR BK 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT 365,000.00
Deed Doc 1,277.50
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.
2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.
3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.
4. To keep the Property insured in a sum not less than the greater of (a) \$365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.
5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.
6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.
7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of \$365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

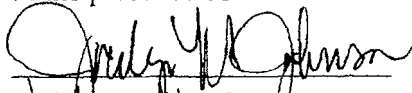
9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

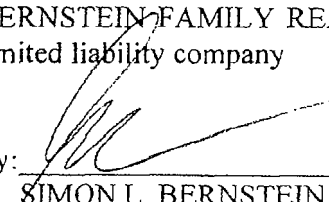
Signed, Sealed & Delivered

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company


in the presence of:



Jocelyn Johnson
(Print Name)

By: 

SIMON L. BERNSTEIN, Manager




Juliana Goldman
(Print Name)

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.



Signature of Notary Public

(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known or Produced Identification _____
Type of Identification Produced _____



EXHIBIT 22 - PROMISSORY NOTE

4/22

PROMISSORY NOTE

\$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida
limited liability company

By: 
SIMON BERNSTEIN, Manager



AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY

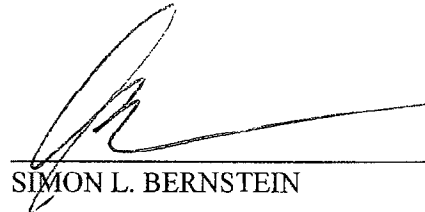
STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

1. That Affiant is the Manager of the Company;
2. That on July 3, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars (the "Promissory Note"); and
3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.


FURTHER AFFIANT SAYETH NOT.



 SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

NOTARY PUBLIC-STATE OF FLORIDA
 Diana Banks
 Commission #DD770917
 Expires: MAY 11, 2012
 BONDED THRU ATLANTIC BONDING CO., INC.



 Signature - Notary Public

[Seal with Commission Expiration Date]

Diana Banks

 Print, type or stamp name of Notary Public

Personally Known or Produced Identification _____
 Type of Identification Produced _____

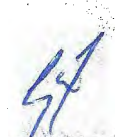


EXHIBIT 23 - ADVANCEMENT OF INHERITANCE AGREEMENT ("AIA")

4/23

LAW OFFICES OF
JOHN A. HERRERA, M.ACC., J.D., LL.M., CPA
BOARD CERTIFIED TAX ATTORNEY
2501 SOUTH OCEAN BOULEVARD, SUITE 107
BOCA RATON, FLORIDA 33432

LICENSED TO
PRACTICE LAW IN
FLORIDA, CALIFORNIA
& COLORADO

VOICE: (561) 392-4626
FAX: (561) 392-9889
WATS: (888) 445-3656
E: jherrera@ix.netcom.com

BY FACSIMILE: (530) 529-4110

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.
2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be \$100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.
3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or initiate litigation with anyone in your family at any time. However, you may counter claim if you are sued by them.

Additional Offices in West Palm Beach & Boca Raton

Eliot Bernstein
August 15, 2007
Page 2

Your parents also want to have the opportunity to visit with their grandchildren at least four times a year. Your parents will either come to California or gladly pay all transportation costs for your children to come to another destination. You and Candice are more than welcome to join your children for these family visits.

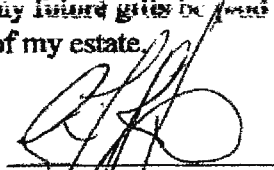
My purpose in writing to you is to confirm in advance that your parents' plan is acceptable to you and to make sure that you understand that the payment of your health insurance premiums and other distributions will reduce any amounts that you may receive later. If you find these terms acceptable, please sign and date below and return one copy of this letter to me in the enclosed self addressed envelope.

I look forward to hearing from you. Please call me if you have any questions.


Sincerely,


JOHN A. HERRERA

I, Eliot Bernstein, understand the above terms and conditions of my parents' proposed gift plan and find them acceptable. While I understand that it is my parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason. If I die, I ask that any future gifts be paid to my wife Candice Bernstein rather than to the executor or administrator of my estate.


ELIOT BERNSTEIN
August 15, 2007

I, Candice Bernstein, understand the above terms and conditions of my husband's parents' proposed gift plan and find them acceptable. While I understand that it is my husband's parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason.


CANDICE BERNSTEIN
August __, 2007



LAW OFFICES OF
JOHN A. HERRERA, M.ACC., J.D., LL.M., CPA
BOARD CERTIFIED TAX ATTORNEY
2501 SOUTH OCEAN BOULEVARD, SUITE 107
BOCA RATON, FLORIDA 33432

LICENSED TO
PRACTICE LAW IN
FLORIDA, CALIFORNIA
& COLORADO

VOICE: (561) 392-4626
FAX: (561) 392-9889
WATS: (888) 445-3566
E: jherrera@ix.netcom.com

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. Your parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.
2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be \$100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.
3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or litigate with anyone in your family at any time.

Your parents also want to have the opportunity to visit with their grandchildren at least

Additional Offices in West Palm Beach & Boca Raton

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.
2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be \$100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions.
3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or litigate with anyone in your family at any time.

Eliot Bernstein
August 15, 2007
Page 2

Your parents also want to have the opportunity to visit with their grandchildren at least four times a year. Your parents will either come to California or gladly pay all transportation costs for your children to come to Florida. You and Candice are more than welcome to join your children for these family visits.

My purpose in writing to you is to confirm in advance that your parents' plan is acceptable to you and to make sure that you understand that the payment of your health insurance premiums and other distributions will reduce any amounts that you may receive later. If you find these terms acceptable, please sign and date below and return one copy of this letter to me in the enclosed self addressed envelope.

I look forward to hearing from you. Please call me if you have any questions.

Sincerely,

JOHN A. HERRERA

I, Eliot Bernstein, understand the above terms and conditions of my parents' proposed gift plan and find them acceptable. While I understand that it is my parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason.

ELIOT BERNSTEIN
August ____, 2007



EXHIBIT 24 – WALT SAHM CARRY OVER LOAN

5/24



CFN 20080241511
 OR BK 22723 PG 0691
 RECORDED 06/26/2008 09:06:17
 Palm Beach County, Florida
 ANT 110,000.00
 Deed Doc 385.00
 Intang 220.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0691 - 694; (4pgs)

Prepared by and return to:
 John M. Cappeller, Jr.
 Florida Title & Closing Co.
 350 Camino Gardens Blvd. Suite 303
 Boca Raton, FL 33432
 561-392-3636
 File Number: FT08-087 Will Call No.: 159

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

This Indenture, Made this June 20, 2008 by and between **Bernstein Family Realty, LLC**, a Florida limited liability company whose address is **950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431**, hereinafter called the Mortgagor, and **Walter E. Sahn and Patricia Sahn, his wife** whose address is **8230 SE 177th Winterthru Loop, The Villages, FL 32162**, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials:
 DoubleTime

shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

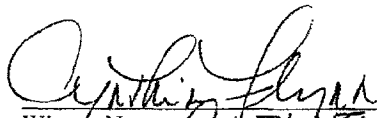
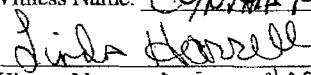
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

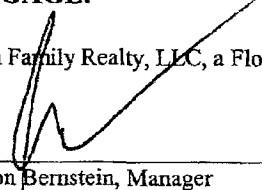
Executed at Palm Beach County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.


 Witness Name: CYNTHIA FLYNN

 Witness Name: LINDA HARRELL

Bernstein Family Realty, LLC, a Florida limited liability company

By: 
Simon Bernstein, Manager



State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

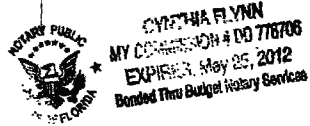
[Notary Seal]

Cynthia Flynn

Notary Public

Printed Name: CYNTHIA FLYNN

My Commission Expires: _____



This is not a certified copy

68

COPY

PROMISSORY NOTE

\$110,000.00

June 20, 2008
Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of **Walter E. Sahn and Patricia Sahn, his wife** at **8230 SE 177th Winterthru Loop, The Villages, FL 32162** or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of **One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00)** with interest from the date hereof, at the rate of **Six and One Half percent (6.5%)** per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of **\$7,150.00** representing a payment of interest only shall be due and payable on **June 19, 2009**, and on **June 19, 2010**, and on **June 19, 2011** at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

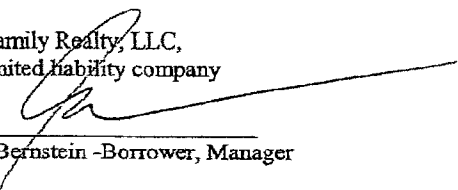
This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Realty, LLC,
a Florida limited liability company

By: 
Simon Bernstein -Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

DoubleTimes

13



CFN 20080241510
 OR BK 22723 PG 0689
 RECORDED 06/26/2008 09:06:17
 Palm Beach County, Florida
 AMT 350,000.00
 Doc Stamp 2,520.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0689 - 690; (2pgs)

Prepared by and return to:
 John M. Cappeller, Jr.

Florida Title & Closing Co.
 350 Camino Gardens Blvd. Suite 303
 Boca Raton, FL 33432
 561-392-3636
 File Number FT08-087
 Will Call No. 159

Parcel Identification No. 06-42-47-10-02-007-0680

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18th day of June, 2008 between Walter E. Sahn and Patricia Sahn, his wife whose post office address is 8230 SE 17th Winterthur Loop, The Villages, FL 32162 of the County of Marion, State of Florida, grantor*, and Bernstein Family Realty, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431 of the County of Palm Beach, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

Subject to restrictions, reservations and easements of record and taxes for the year 2008 and thereafter

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

LB

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Angela Lawrence
[Signature]
Witness Name: Dooney Sumter

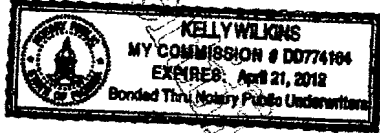
x [Signature] (Seal)
Walter E. Sahn

x [Signature] (Seal)
Patricia Sahn

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 18 day of June, 2008 by Walter E. Sahn and Patricia Sahn, who are personally known or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Kelly Wilkins
My Commission Expires: 4-21-12

4B

NC 159



CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 (the "Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

D Banks
Print Name: Diana Banks

Shari Dunham
Print Name: Shari Dunham

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

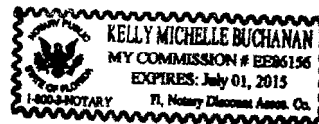
By: [Signature]
Simon Bernstein, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He is personally known to me or _____ has produced a driver's license as identification.

(Seal)

[Signature]
Notary Public, State of Florida
Name: Kelly Michele Buchanan
Commission Expires: 7-1-2015
Commission No.: EE 86156



[Handwritten mark]

WITNESSES:

Angela M. Lawrence
 Print Name: Angela M. Lawrence

Deanne Eppert
 Print Name: Deanne Eppert

MORTGAGEE:

Walter E. Sahn
 Walter E. Sahn

Patricia A. Sahn
 Patricia Sahn

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012, by Walter E. Sahn and Patricia Sahn. They are personally known to me or have produced driver's licenses as identification.

(Seal)

Angela M. Lawrence
 Notary Public, State of Florida
 Name: Angela M. Lawrence
 Commission Expires: April 3, 2014
 Commission No.: 00077258



Original Copy

4

**EXHIBIT 25 – PAMELA EMAIL’S REGARDING LOST HERITAGE
POLICY**

4/25

Eliot Bernstein

From: Pam Simon <psimon@stpcorp.com>
Sent: Friday, February 8, 2013 7:41 PM
To: Eliot Bernstein
Cc: Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach
Subject: Re: Heritage Policy

Yad - bad news - we don't have copies of the policy - dad probably took it when he emptied his office / probably the trust too! The carrier seems to be the only one with a copy. As to the other items, we should do a call cause the premise is off. Have a good weekend.

Pam

On Feb 8, 2013, at 5:48 PM, "Eliot Bernstein" <iviewit@gmail.com> wrote:



**EXHIBIT 26 – PETITIONER LETTER EXCHANGE WITH TS REGARDING
VIEWIT**

4/20

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]

Sent: Monday, September 17, 2012 10:17 AM

To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)

Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: Si's Iviewit Stock and Patent Interests

Robert ~ just wanted to check if my father had listed as an asset in his estate his shares in the Iviewit companies and his patent interests. My father was the original seed investor before Huizenga and started the Iviewit companies with me formed around my inventions and Intellectual Properties. It is well documented in bank and other documents his interests, which companies were all initially 30% owned by Si and 70% by me. After multiple other investors of course we were diluted down and I am working that out pending state, federal and international investigations as some of the original shareholders may be excluded for their crimes and thus the number may fluctuate from its last pricing during a Wachovia Private Placement. I spoke to my father and it was his wishes that the stock be part of his estate for his kids and grandchildren in whatever way he chose to distribute his other assets. I would like to make sure that his wishes are fulfilled and so please advise as to how to incorporate the asset if it was not initially listed. Currently the assets are worth nothing, the patents are suspended pending federal investigations due to the extenuating circumstances surrounding the patents but at some near future time they may have considerable asset value. The patents are also at the center of an ongoing RICO action in the Federal Courts and considerable monies may be recovered via those efforts as well, of which of course, Si's interests must be also be considered in his estate.

Also, please reply with a time and day that we are meeting and if you could please send any documents to the attorneys and others I mentioned in my prior email correspondences copied below prior to the meeting time this would be of great service.

Thank you ~ Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]

Sent: Monday, September 17, 2012 10:26 AM

To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)

Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C.

(marcgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: Si's Iviewit stock and patent interests

Robert, you can also check with Gerald Lewin regarding the interests Si held in the companies and patents as he was the accountant for Iviewit and is also an Iviewit shareholder with several members of his family. Again, thank you so much for your efforts on my families' behalf. Eliot

I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

Eliot J. Bernstein
Inventor

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Monday, September 17, 2012 11:19 AM
To: Eliot Ivan Bernstein

Subject: Re: Si's Iviewit stocks and patent interests

Yad- remember that every time you talk or send stuff to spallina he is billing the estate to check into which adds up quickly - we are heading to chi town- talk to u soon - think the call is being set up for wed or thurs afternoon xoxo

On Sep 17, 2012, at 10:45 AM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

Please take note of this.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Monday, September 17, 2012 10:17 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)

Subject: Si's Iviewit Stock and Patent Interests

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Monday, September 17, 2012 11:49 AM
To: 'Pam Simon'

Cc: Theodore S. Bernstein (TBernstein@lifeinsuranceconcepts.com); Lisa S. Friedstein (Lisa@friedsteins.com); Jill M. Iantoni (lantoni_jill@ne.bah.com); Jill M. Iantoni (jilliantoni@gmail.com)

Subject: RE: Si's Iviewit stocks and patent interests

Pee, will keep that in mind and perhaps we should bill out time to the individual estates on time used by each party with attorneys, would that suffice your concerns? Would you like that entering the Iviewit stock and patent interests into the estate be billed to my children, if so, please advise. Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]

Sent: Wednesday, September 19, 2012 7:54 AM

To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)

Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: Si's Iviewit Stock and Patent Interests

Robert – Any news on a meeting time and any comment on the other issues below including the Iviewit stocks and patent interests? My sister felt there was a meeting already arranged but did not know the time. Let me know.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Wednesday, September 19, 2012 8:03 AM

To: Eliot Ivan Bernstein

Cc: Ted Bernstein

Subject: Re: Si's Iviewit Stock and Patent Interests

Eliot - I left you a message yesterday. Ted is supposed to arrange a time for us to meet. Please reach out to him. My understanding is that your sisters have all gone back to Chicago. With regard to the below interests your father never mentioned them once as an asset of his estate. I will circle back with Jerry Lewin on this.

Sent from my iPhone



From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, September 19, 2012 9:52 AM
To: 'Robert Spallina'
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)
Subject: RE: Si's Iviewit Stock and Patent Interests

Robert, spoke with Ted he said either 3pm at your office or we could call in. Are there call in numbers if I cannot make in person to your offices? Also, can you send over any documents to me and my listed trustees that we can review prior? I would like if possible any trust docs for both my father and mother that are relevant and any other documents you feel that we should possess, as you know I have never seen any of the documents to this point. Let me know what Jerry Lewin says in regards to the Iviewit stocks and patent interests. Thanks, Eliot

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 19, 2012 10:32 AM
To: Eliot Ivan Bernstein
Cc: Ted Bernstein; Donald Tescher
Subject: RE: Si's Iviewit Stock and Patent Interests

Eliot – my understanding is that you will be here at 3. Please confirm as I would like to sit and speak with you as you are in town. Additionally, I intend on sending out call in information for a 3:30 call with your sisters.

With regard to your document request, we are not sending out any documents at this time. Don and I are the named fiduciaries under your father's documents and will provide the relevant documents when we have all the facts and information. Having said that, and consistent with our telephone conference with your siblings earlier this year and my discussion with you last week, your father directed that the assets of his estate and the remainder of your mother's estate pass to the grandchildren in equal shares, so there should be no surprises to anyone.

Please advise your availability at 3:00.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, September 19, 2012 11:51 AM
To: 'Robert Spallina'
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)
Subject: RE: Si's Iviewit Stock and Patent Interests

Ok, will be there at 3 just needed to find someone to get the kids off to their after school stuff. I understand what transpired at the last teleconference I am just short of the underlying documents that where part of the new and old transactions, so at you're soonest convenience and when you have all the facts it would be great that you pass them to me and my named trustees. Have you shared these documents with anyone at this point? Thanks ~ Eliot



**EXHIBIT 27 - LETTER FROM ELIOT TO SPALLINA RE IVIEWIT'S
RELATION TO PROSKAUER AND LEWIN**

4/27

Eliot Ivan Bernstein

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Friday, October 5, 2012 10:45 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); 'dtescher@tescherspallina.com'
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)
Subject: Per your request, information regarding Iviewit and Si's ownership for inclusion into estate assets.
Attachments: Eliot I Bernstein.vcf; cap tables for companies.pdf

Tracking:

Recipient

Read

Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Read: 10/5/2012 11:19 AM
Spallina, P.A. (rspallina@tescherspallina.com)

'dtescher@tescherspallina.com'

Caroline Prochotska Rogers, Esquire
(caroline@cprogers.com)

Michele M. Mulrooney ~ Partner @ Venable LLP
(mmulrooney@Venable.com)

Marc R. Garber Esq. @ Flaster Greenberg P.C.
(marcgarber@verizon.net)

Marc R. Garber, Esquire @ Flaster Greenberg P.C.

Andrew Dietz @ Rock-It Cargo USA, Inc.
(andyd@rockitcargo.com)

Robert,

Pleasure speaking yesterday and I hope this info gives some background to the Iviewit stock of my father's you were looking for, much of these links were done as the technologies and companies and IP was born and Si was an initial seed investor with Huizenga and Si owned 30% of the companies and the IP for his investments. I am not sure how anyone can claim they never heard of Iviewit and did not know it was an asset of Si's but this should jog some memories and Lewin and Proskauer are also initial investors and counsel. Also attached in Adobe PDF is Cap Tables done by Proskauer/Lewin initially for the shares. I have attached below a Conflict of Interest Disclosure regarding the Iviewit matters below for your review in handling these matters.

Simon Video on Iviewit

<http://www.youtube.com/watch?v=L6D1uTbTIZo>

Lewin Video on Iviewit

<http://www.youtube.com/watch?v=xjtW7DyOlqY>

Wachovia Private Placement –

<http://iviewit.tv/CompanyDocs/Wachovia%20Private%20Placement%20Memorandum%20Bookmarked.pdf>

Arthur Andersen Audit Letter –

<http://iviewit.tv/CompanyDocs/2000%2010%2009%20ARTHUR%20ANDERSEN%20LETTER%20REGARDING%20PROOF%20OF%20HOLDINGS%20OWNING%20TECH.pdf>

Simon Bernstein Statement Regarding Iviewit Events

<http://iviewit.tv/CompanyDocs/SHAREHOLDER%20STATEMENTS%20BOOKMARKED.pdf>

Simon Bernstein Iviewit Deposition, Lewin Deposition and Christopher Wheeler Depositions

<http://iviewit.tv/CompanyDocs/Depositions%20BOOKMARKED%20SEARCHABLE%20with%20hyperlink%20comments.pdf>

Shareholder Letter with Simon Stock Holdings Listed at time starting on Page 153

<http://iviewit.tv/CompanyDocs/2004%2004%2021%20Director%20Officer%20Advisory%20Board%20and%20Professionals%20.pdf>

List of Iviewit Companies Si holds shares in

1. Iviewit Holdings, Inc. – DL
2. Iviewit Holdings, Inc. – DL (yes, two identically named)
3. Iviewit Holdings, Inc. – FL
4. Iviewit Technologies, Inc. – DL
5. Uviewit Holdings, Inc. - DL
6. Uview.com, Inc. – DL
7. Iviewit.com, Inc. – FL
8. Iviewit.com, Inc. – DL
9. I.C., Inc. – FL
10. Iviewit.com LLC – DL
11. Iviewit LLC – DL
12. Iviewit Corporation – FL
13. Iviewit, Inc. – FL
14. Iviewit, Inc. – DL
15. Iviewit Corporation

List of IP Si is partial owner of

United States Patents

1. 09/630,939

System & Method for Providing an Enhanced Digital Image File

SUSPENDED BY COMMISSIONER OF PATENTS

17-Feb-04

2. 09/630,939

System & Method for Providing an Enhanced Digital Image File

SUSPENDED BY COMMISSIONER OF PATENTS

17-Feb-04

3. 09/630,939

System & Method for Providing an Enhanced Digital Image File

SUSPENDED BY COMMISSIONER OF PATENTS

17-Feb-04

4. 09/522,721

Apparatus & Method for Producing Enhanced Digital Images

PENDING SUSPENSION FILED

26-Feb-04

5. 09/587,734

System & Method for Providing an Enhanced Digital Video File

SUSPENDED BY COMMISSIONER OF PATENTS

26-Feb-04

6. 09/587,734

System & Method for Providing an Enhanced Digital Video File

SUSPENDED BY COMMISSIONER OF PATENTS

26-Feb-04

7. 09/587,026

System & Method for Playing a Digital Video File

SUSPENDED BY COMMISSIONER OF PATENTS

26-Feb-04

8. 09/587,730

System & Method for Streaming an Enhanced Digital Video File

SUSPENDED BY COMMISSIONER OF PATENTS



26-Feb-04

9. 60/223,344

Zoom & Pan Using a Digital Camera

10. 60/233,341

Zoom & Pan Imaging Design Tool

11. 60,169,559

Apparatus and Method for Producing Enhanced Video Images and/or Video Files

12. 60/155,404

Apparatus & Method for Producing Enhanced Video Images and/or Video Files

13. 60/149,737

Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files

14. 60/146,726

Apparatus & Method for Producing Enhanced Digital Images

15. 60/141,440

Apparatus & Method for Providing and/or transmitting Video Data and/or Information in a Communication Network

16. 60/137,921

Apparatus & Method for Playing Video Files Across the Internet

17. 60/137,297

Apparatus & Method for Producing Enhanced Video Images

18. 60/125,824

Apparatus & Method for Producing Enhanced Digital Images

Foreign Patents

1. PCT/US00/21211

System & Method for Providing an Enhanced

Digital Image File



2. PCT/US00/15602
System & Method for Video Playback Over a Network
3. PCT/US00/15406
System & Method for Playing a Digital Video File
15406 Part 1 Attachment
15406 Part 2 Attachment
15406 Part 3 Attachment
4. PCT US00/15408
System & Method for Streaming an Enhanced Digital Video File
5. PCT/US00/15405
System & Method for Providing an Enhanced Digital Video File
6. PCT US00/07772
Apparatus & Method for Producing Enhanced Digital Images
7. EPO 00938126.0
System & Method for Streaming an Enhanced Digital Video File
8. EPO 00944619.6
System & Method for Streaming an Enhanced Digital Video File
9. EPO 00955352.0
System & Method for Providing an Enhanced Digital Image File
10. Japan 2001 502364
System & Method for Streaming an Enhanced Digital Video File
11. Japan 2001 502362
System & Method for Streaming an Enhanced Digital Video File
12. Japan 2001 514379
System & Method for Providing an Enhanced Digital Image File
13. Korea PCT US00 15408



Trademarks

1. 75/725,802

THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

2. 75/725,805

IVIEWIT "YOUR THIRD EYE TO THE WORLD" June 8, 1999 FILED July 27, 2004

3. 75/725,806

IVIEWIT "YOUR THIRD EYE TO THE WORLD" June 8, 1999 FILED July 27, 2004

4. 75/725,807

IVIEWIT "YOUR THIRD EYE TO THE WORLD" (THIS MARK IS MISSING PROPER QUOTES June 8, 1999 FILED July 27, 2004

5. 75/725,808

IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004

6. 75/725,809

IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004

7. 75/725,810

IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004

8. 75/725,816

IVIEWIT.COM June 8, 1999 FILED July 27, 2004

9. 75/725,816

IVIEWIT June 8, 1999 FILED July 27, 2004

10. 75/725,817

IVIEWIT.COM June 8, 1999 FILED July 27, 2004

11. 75/725,817

IVIEWIT June 8, 1999 FILED July 27, 2004

12. 75/725,818

IVIEWIT.COM June 8, 1999 FILED July 27, 2004



13. 75/725,819

THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

14. 75/725,819

IVIEWIT.COM June 8, 1999 FILED July 27, 2004

15. 75/725,820

IVIEWIT.COM June 8, 1999 FILED July 27, 2004

16. 75/725,821

IVIEWIT June 8, 1999 FILED July 27, 2004

17. 75/725,821

THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

18. 75/725,822

IVIEWIT June 8, 1999 FILED July 27, 2004

19. 75/725,823

IVIEWIT June 8, 1999 FILED July 27, 2004

20. 75/725,823

THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

21. 76/037,700

IVIEWIT.COM May 1, 2000 FILED July 27, 2004

22. 76/037,701

A SITE FOR SORE EYES May 1, 2000 FILED July 27, 2004

23. 76/037,702

A SITE FOR SORE EYES May 1, 2000 FILED July 27, 2004

24. 76/037,703

IVIEWIT May 1, 2000 FILED July 27, 2004

25. 76/037,843

IVIEWIT LOGO May 1, 2000 FILED July 27, 2004



May 1, 2000 FILED July 27, 2004

Iviewit Amended FEDERAL RICO & ANTITRUST LAWSUIT Si has interests in all litigations for RICO and Antitrust over next many years of IP life and times, the suit is docketed for 12 Counts at 1 Trillion Each, the case is ongoing with others being filed shortly and this one has been legally related by Federal Judge Shira Scheindlin to a NY Supreme Court Disciplinary Department Attorney Whistleblower Lawsuit.

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.pdf>

Robert, please have you and your partner Don review the COI below in handling the Iviewit shares for my father and mother's estate.

Best ~ Eliot Bernstein

CONFLICT OF INTEREST (COI) DISCLOSURE FORM



"Lasciate ogne speranza, voi ch'intrate"^[1]
whom fail to heed this form.

THIS COI MUST BE SIGNED AND RETURNED PRIOR TO ANY ACTION BY YOU IN THESE MATTERS

Please accept and return signed, the following Conflict of Interest Disclosure Form (COI) before continuing further with adjudication, review or investigation of the attached MOTION to the **United States Second Circuit Court**, titled,

MOTION TO:

AFTER 10 DAYS, IF THIS FORM HAS NOT BEEN SIGNED OR SUBSEQUENTLY TURNED OVER TO A NON CONFLICTED PARTY, YOUR FAILURE TO COMPLY MAY RESULT IN CRIMINAL AND CIVIL CHARGES FILED AGAINST YOU FOR AIDING AND ABETTING A RICO CRIMINAL ORGANIZATION, FEDERAL OBSTRUCTION OF JUSTICE AND MORE, AS NOTED HEREIN.

The Conflict of Interest Disclosure Form is designed to ensure that the review and any determination from such review of the enclosed materials should not be biased by any conflicting financial interest or any other conflicting interest by those reviewers responsible for the handling of this confidential information. Whereby any conflict with any of the main alleged perpetrators of the alleged crimes referenced in these matters herein, or any other perpetrators not known at this time, must be fully disclosed in writing and returned by anyone reviewing these matters prior to making ANY determination.

Disclosure forms with "Yes" answers, by any party, to any of the following questions, are demanded not to open the remainder of the documents or opine in any manner, until the signed COI is reviewed and approved by the Iviewit companies and Eliot I. Bernstein. If you feel that a Conflict of Interest exists that cannot be eliminated through conflict resolution with the Iviewit

Companies or Eliot Bernstein, instantly forward the matters to the next available reviewer that is free of conflict that can sign and complete the requisite disclosure. Please identify conflicts that you have, in writing, upon terminating your involvement in the matters to the address listed at the end of this disclosure form for Iviewit companies or Eliot I. Bernstein. As many of these alleged perpetrators are large law firms, lawyers, members of various state and federal courts, officers of federal, state and local law enforcement and regulatory agencies, careful review and disclosure of any conflict with those named herein is pertinent in your continued handling of these matters objectively.

These matters already involve claims of, including but not limited to, Conflicts of Interest, Violations of Public Offices, *Whitewashing of Official Complaints in the Supreme Courts of New York, Florida, Virginia and elsewhere, Threatening a Federal Witness in a "legally related" Federal Whistleblower Lawsuit, Document Destruction and Alteration, Obstructions of Justice, RICO, ATTEMPTED MURDER and much more.* The need for prescreening for conflict is essential to the administration of due process in these matters and necessary to avoid charges of OBSTRUCTION OF JUSTICE and more, against you. US Federal District Court Judge, Shira A. Scheindlin, legally related the matters to a New York Supreme Court Attorney Whistleblower Lawsuit of Christine C. Anderson, Esq. who alleges similar claims of public office corruption against Supreme Court of New York Officials, US Attorneys, NY District Attorneys and Assistant District Attorneys. Therefore, this Conflict Check is a formal request for full disclosure of any conflict on your part, such request conforming with all applicable state and federal laws, public office rules and regulations, attorney conduct codes and judicial canons or other international law and treatises requiring disclosure of conflicts and disqualification from these matters where conflict precludes involvement.

Failure to comply with all applicable conflict disclosure rules, public office rules and regulations, and, state, federal and international laws, prior to continued action on your part, **shall constitute cause** for the filing of criminal and civil complaints against you for any decisions or actions you make prior to a signed Conflict Of Interest Disclosure Form. Charges will be filed against you for failure to comply. Complaints will be filed with all appropriate authorities, including but not limited to, the appropriate Federal, State, Local and International Law Enforcement Agencies, Public Integrity Officials, Judicial Conduct Officials, State and Federal Bar Associations, Disciplinary Departments and any/all other appropriate agencies.

I. Do you, your spouse and your dependents, in the aggregate, have any direct or indirect relations, relationships or interest(s) in any entity, or any of the parties listed in EXHIBIT 1 of this document, or any of the named Defendants in these matters contained at the URL, <http://iviewit.tv/CompanyDoes/Appendix%20A/index.htm#proskauer> ? Please review the online index in entirety prior to answering, as there are several thousand persons and entities.

NO YES

Please describe in detail any relations, relationships, interests and conflicts, on a separate and attached sheet, fully disclosing all information. If the answer is Yes, please describe the relations, relationships, interests and conflicts, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

II. Do you, your spouse and your dependents, in the aggregate, have any direct or indirect relations, relationships or interest(s), in any entity, or any direct or indirect relations, relationships or interest(s), to ANY other known, or unknown person, or known or unknown entity, not named herein, which will cause your review of the materials you are charged with investigating to be biased by any conflicting past, present, or future financial interest(s) or any other interest(s)?

NO YES

Please describe in detail any relations, relationships, interests and conflicts, on a separate and attached sheet, fully disclosing all information. If the answer is Yes, please describe the relations, relationships and interests, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

III. Do you, your spouse, and your dependents, in the aggregate, receive salary or other remuneration or financial considerations from any person or entity related in any way to the parties defined in Question I, including but not limited to, campaign contributions whether direct, "in kind" or of any type at all?

NO YES

Please describe in detail any interests or conflicts, on a separate and attached sheet, fully disclosing all information regarding the conflicts or considerations. If the answer is Yes, please describe the relations, relationships and / or interests, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

IV. Have you, your spouse, and your dependents, in the aggregate, had any prior communication(s), including but not limited to, phone, facsimile, e-mail, mail, verbal, etc., with any person related to the proceedings of Iviewit, Eliot Ivan Bernstein or the related matters in anyway and parties in Question I?

NO YES

Please describe in detail any identified communication(s) on a separate and attached sheet fully disclosing all information regarding the communication(s). If the answer is Yes, please describe the communication(s) in detail, including but not limited to, who was present, what type of communication, the date and time, length, what was discussed, please affirm

whether such communication(s) present a conflict of interest in fairly reviewing the matters herein without undue bias or prejudice of any kind.

V. I have run a thorough and exhaustive Conflict of Interest check, conforming to any/all, state, federal and local laws, public office rules and regulations, and, any professional association rules and regulations, regarding disclosure of any/all conflicts. I have verified that my spouse, my dependents, and I, in the aggregate, have no conflicts with any parties or entities to the matters referenced herein. I understand that any undisclosed conflicts, relations, relationships and interests, will result in criminal and civil charges filed against me both personally and professionally.

NO YES

VI. I have notified all parties with any liabilities regarding my continued actions in these matters, including state agencies, shareholders, bondholders, auditors and insurance concerns or any other person with liability that may result from my actions in these matters as required by any laws, regulations and public office rules I am bound by.

NO YES

RELEVANT SECTIONS OF JUDICIAL CANNONS, ATTORNEY CONDUCT CODES AND LAW Conflict of Interest Laws & Regulations

Conflict of interest indicates a situation where a private interest may influence a public decision. Conflict of Interest Laws are Laws and designed to prevent Conflicts of Interest that deny fair and impartial due process and procedure thereby Obstructing Justice in State and Federal, Civil and Criminal Proceedings. These Laws may contain provisions related to financial or asset disclosure, exploitation of one's official position and privileges, improper relationships, regulation of campaign practices, etc. The Relevant Sections of Attorney Conduct Codes, Judicial Cannons, Public Office Rules & Regulations and State & Federal Law listed herein are merely a benchmark guide and other state, federal and international laws, rules and regulations may be applicable to your particular circumstances in reviewing or acting in these matters. For a more complete list of applicable sections of law relating to these matters, please visit the URL,

http://iviewit.tv/CompanyDocs/oneofthesedays/index.htm#_Toc107852933,

fully incorporated by reference in entirety herein.

New York State Consolidated Laws Penal

ARTICLE 200 BRIBERY INVOLVING PUBLIC SERVANTS AND RELATED OFFENSES

S 200.03 Bribery in the second degree

S 200.04 Bribery in the first degree

S 200.05 Bribery; defense

S 200.10 Bribe receiving in the third degree

S 200.11 Bribe receiving in the second degree

S 200.12 Bribe receiving in the first degree

S 200.15 Bribe receiving; no defense

S 200.20 Rewarding official misconduct in the second degree

S 200.22 Rewarding official misconduct in the first degree S 200.25 Receiving reward for official misconduct in the second degree

S 200.27 Receiving reward for official misconduct in the first degree

S 200.30 Giving unlawful gratuities

S 200.35 Receiving unlawful gratuities

S 200.40 Bribe giving and bribe receiving for public office; definition of term

S 200.45 Bribe giving for public office

S 200.50 Bribe receiving for public office

ARTICLE 175 OFFENSES INVOLVING FALSE WRITTEN STATEMENTS

S 175.05 Falsifying business records in the second degree. S 175.10 Falsifying business records in the first degree.

S 175.15 Falsifying business records; defense

S 175.20 Tampering with public records in the second degree

S 175.25 Tampering with public records in the first degree

S 175.30 Offering a false instrument for filing in the second degree

S 175.35 Offering a false instrument for filing in the first degree

NY Constitution ARTICLE XIII Public Officers

Public Officers - Public Officers ARTICLE 1

ARTICLE 2 Appointment and Qualification of Public Officers - ARTICLE 15 ATTORNEYS AND COUNSELORS

S 468-b. Clients' security fund of the state of New York

S 476-a. Action for unlawful practice of the law

S 476-b. Injunction to restrain defendant from unlawful practice of the law

S 476-c. Investigation by the attorney-general

S 487. Misconduct by attorneys

S 488. Buying demands on which to bring an action.

Public Officers Law SEC 73 Restrictions on the Activities Of Current and Former State Officers and Employees

Public Officers Law SEC 74 Code of Ethics

Conflicts of Interest Law, found in Chapter 68 of the New York City Charter, the City's Financial Disclosure Law, set forth in section 12-110 of the New York City Administrative Code, and the Lobbyist Gift Law, found in sections 3-224 through 3-228 of the Administrative Code.

TITLE 18 FEDERAL CODE & OTHER APPLICABLE FEDERAL LAW

Title 18 U.S.C. § 4. Misprision of felony. Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

A federal judge, or any other government official, is required as part of the judge's mandatory administrative duties, to receive any offer of information of a federal crime. If that judge blocks such report, that block is a felony under related obstruction of justice statutes, and constitutes a serious offense.

Upon receiving such information, the judge is then required to make it known to a government law enforcement body that is not themselves involved in the federal crime.

Title 28 U.S.C. § 1361. Action to compel an officer of the United States to perform his duty. The district courts shall have original jurisdiction of any action in the nature of mandamus to compel an officer or employee of the United States or any agency thereof to perform a duty owed to the plaintiff.

This federal statute permits any citizen to file a lawsuit in the federal courts to obtain a court order requiring a federal official to perform a mandatory duty and to halt unlawful acts. This statute is Title 28 U.S.C. § 1361.

Fraud upon the court

FRAUD on the COURT

In the United States, when an officer of the court is found to have fraudulently presented facts to court so that the court is impaired in the impartial performance of its legal task, the act, known as "fraud upon the court", is a crime deemed so severe and fundamentally opposed to the operation of justice that it is not subject to any statute of limitation.

Officers of the court include: Lawyers, Judges, Referees, and those appointed; Guardian Ad Litem, Parenting Time Expeditors, Mediators, Rule 114 Neutrals, Evaluators, Administrators, special appointees, and any others whose influence are part of the judicial mechanism.

"Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication". *Kenner v. C.I.R.*, 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23

In *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted."

What effect does an act of "fraud upon the court" have upon the court proceeding? "Fraud upon the court" makes void the orders and judgments of that court.

TITLE 18 PART I CH 11

Sec. 201. Bribery of public officials and witnesses

Sec. 225. - Continuing financial crimes enterprise

BRIBERY, GRAFT, AND CONFLICTS OF INTEREST

Sec. 205. - Activities of officers and employees in claims against and other matters affecting the Government

Sec. 208. - Acts affecting a personal financial interest

Sec. 210. - Offer to procure appointive public office

Sec. 225. - Continuing financial crimes enterprise

TITLE 18 PART I CH 79 Sec 1623 - False declarations before grand jury or court

Sec 654 - Officer or employee of United States converting property of another

TITLE 18 PART I CH 73 Sec 1511 - Obstruction of State or local law enforcement

TITLE 18 PART I CH 96 Sec 1961 RACKETEER INFLUENCED AND CORRUPT Organizations ("RICO")

Section 1503 (relating to obstruction of justice),

Section 1510 (relating to obstruction of criminal investigations)

Section 1511 (relating to the obstruction of State or local law enforcement),

Section 1952 (relating to racketeering),

Section 1957 (relating to engaging in monetary transactions in property derived from specified unlawful activity),

TITLE 18 PART I CH 96 SEC 1962 (A) RICO

TITLE 18 PART I CH 96 SEC 1962 (B) RICO

TITLE 18 PART I CH 96 SEC 1962 (C) RICO

TITLE 18 PART I CH 19 SEC 1962 (D) RICO

TITLE 18 PART I CH 19 CONSPIRACY Sec 371 CONSPIRACY TO COMMIT OFFENSE OR TO DEFRAUD UNITED STATES

TITLE 18 PART I CH 95 RACKETEERING SEC 1957 Engaging in monetary transactions in property derived from specified unlawful activity

TITLE 18 PART I CH 47 Sec 1031 - Major fraud against the United States

Judicial Cannons

What causes the "Disqualification of Judges?"

Federal law requires the automatic disqualification of a Federal judge under certain circumstances.

In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. *Liteky v. U.S.*, 114 S.Ct. 1147, 1162 (1994).

Courts have repeatedly held that positive proof of the partiality of a judge is not a requirement, only the appearance of partiality. *Liljeberg v. Health Services Acquisition Corp.*, 486 U.S. 847, 108 S.Ct. 2194 (1988) (what matters is not the reality of bias or prejudice but its appearance); *United States v. Balistreri*, 779 F.2d 1191 (7th Cir. 1985) (Section 455(a) "is directed against the appearance of partiality, whether or not the judge is actually biased.") ("Section 455(a) of the Judicial Code, 28 U.S.C. §455(a), is not intended to protect litigants from actual bias in their judge but rather to promote public confidence in the impartiality of the judicial process.").

That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." *Taylor v. O'Grady*, 888 F.2d 1189 (7th Cir. 1989). In *Pfizer Inc. v. Lord*, 456 F.2d 532 (8th Cir. 1972), the Court stated that "It is important that the litigant not only actually receive justice, but that he believes that he has received justice."

The Supreme Court has ruled and has reaffirmed the principle that "justice must satisfy the appearance of justice", *Levine v. United States*, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing *Offutt v. United States*, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954). A judge receiving a bribe from an interested party over which he is presiding, does not give the appearance of justice.

"Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself *sua sponte* under the stated circumstances." *Taylor v. O'Grady*, 888 F.2d 1189 (7th Cir. 1989).

Further, the judge has a legal duty to disqualify himself even if there is no motion asking for his disqualification. The Seventh Circuit Court of Appeals further stated that "We think that this language [455(a)] imposes a duty on the judge to act *sua sponte*, even if no motion or affidavit is filed." *Balistreri*, at 1202.

Judges do not have discretion not to disqualify themselves. By law, they are bound to follow the law. Should a judge not disqualify himself as required by law, then the judge has given another example of his "appearance of partiality" which, possibly, further disqualifies the judge. Should another judge not accept the disqualification of the judge, then the second judge has evidenced an "appearance of partiality" and has possibly disqualified himself/herself. None of the orders issued by any judge who has been disqualified by law would appear to be valid. It would appear that they are void as a matter of law, and are of no legal force or effect.

Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution. *United States v. Sciuto*, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity. It has been said that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbor (provided that he is not a judge). However some judges may not follow the law.

If you were a non-represented litigant, and should the court not follow the law as to non-represented litigants, then the judge has expressed an "appearance of partiality" and, under the law, it would seem that he/she has disqualified him/herself.

However, since not all judges keep up to date in the law, and since not all judges follow the law, it is possible that a judge may not know the ruling of the U.S. Supreme Court and the other courts on this subject. Notice that it states "disqualification is required" and that a judge "must be disqualified" under certain circumstances.

The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggest that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

Courts have repeatedly ruled that judges have no immunity for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts, no judge has immunity to engage in such acts.

Canon 1. A Judge Should Uphold the Integrity and Independence of the Judiciary

[1.1] Deference to the judgments and rulings of courts depends upon public confidence in the integrity and independence of judges. The integrity and independence of judges depends in turn upon their acting without fear or favor. Although judges should be independent, they must comply with the law, including the provisions of this Code. Public confidence in the impartiality of the judiciary is maintained by the adherence of each judge to this responsibility. Conversely, violation of this Code diminishes public confidence in the judiciary and thereby does injury to the system of government under law.

Canon 2. A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities

(A) A judge shall respect and comply with the law and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

[2.2][2A] The prohibition against behaving with impropriety or the appearance of impropriety applies to both the professional and personal conduct of a judge. Because it is not practicable to list all prohibited acts, the proscription is necessarily cast in general terms that extend to conduct by judges that is harmful although not specifically mentioned in the Code. Actual improprieties under this standard include violations of law, court rules or other specific provisions of this Code. The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge's ability to carry out judicial responsibilities with integrity, impartiality and competence is impaired.

Canon 3. A Judge Should Perform the Duties of the Office Impartially and Diligently

(B) Adjudicative responsibilities.

(1) A judge shall be faithful to the law and maintain professional competence in it. A judge shall not be swayed by partisan interests, public clamor or fear of criticism.

(2) A judge shall require order and decorum in proceedings before the judge.

(D) Disciplinary responsibilities.

(1) A judge who receives information indicating a substantial likelihood that another judge has committed a substantial violation of this Part shall take appropriate action.

(2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a substantial violation of the Code of Professional Responsibility shall take appropriate action.

(3) Acts of a judge in the discharge of disciplinary responsibilities are part of a judge's judicial duties.

(E) Disqualification.

(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned

[3.11][3B(6)(e)] A judge may delegate the responsibilities of the judge under Canon 3B(6) to a member of the judge's staff. A judge must make reasonable efforts, including the provision of appropriate supervision, to ensure that Section 3B(6) is not violated through law clerks or other personnel on the judge's staff. This provision does not prohibit the judge or the judge's law clerk from informing all parties individually of scheduling or administrative decisions.

[3.21][3E(1)] Under this rule, a judge is disqualified whenever the judge's impartiality might reasonably be questioned, regardless whether any of the specific rules in Section 3E(1) apply. For example, if a judge were in the process of negotiating for employment with a law firm, the judge would be disqualified from any matters in which that firm appeared, unless the disqualification was waived by the parties after disclosure by the judge.

[3.22][3E(1)] A judge should disclose on the record information that the judge believes the parties or their lawyers might consider relevant to the question of disqualification, even if the judge believes there is no real basis for disqualification.

Canon 4. A Judge May Engage in Extra-Judicial Activities To Improve the Law, the Legal System, and the Administration of Justice

Canon 5. A Judge Should Regulate Extra-Judicial Activities To Minimize the Risk of Conflict with Judicial Duties

Public Office Conduct Codes New York

PUBLIC OFFICERS LAW Laws 1909, Chap. 51.

CHAPTER 47 OF THE CONSOLIDATED LAWS PUBLIC OFFICERS LAW

Sec. 17. Defense and indemnification of state officers and employees. 2 (b)

Sec. 18. Defense and indemnification of officers and employees of public entities.3 (b)

Sec. 74. Code of ethics.(2)(3)(4)

§ 73. Business or professional activities by state officers and employees and party officers.

NY Attorney Conduct Code

(a) "Differing interests" include every interest that will adversely affect either the judgment or the loyalty of a lawyer to a client, whether it be a conflicting, inconsistent, diverse, or other interest.

CANON 5. A Lawyer Should Exercise Independent Professional Judgment on Behalf of a Client

DR 5-101 [1200.20] Conflicts of Interest - Lawyer's Own Interests.

DR 5-102 [1200.21] Lawyers as Witnesses.
 DR 5-103 [1200.22] Avoiding Acquisition of Interest in Litigation.
 DR 5-104 [1200.23] Transactions Between Lawyer and Client.
 DR 5-105 [1200.24] Conflict of Interest; Simultaneous Representation.
 DR 5-108 [1200.27] Conflict of Interest - Former Client.
 CANON 6. A Lawyer Should Represent a Client Competently
 CANON 7. A Lawyer Should Represent a Client Zealously Within the Bounds of the Law
 DR 7-102 [1200.33] Representing a Client Within the Bounds of the Law.
 DR 7-110 [1200.41] Contact with Officials.
 DR 8-101 [1200.42] Action as a Public Official.
 DR 8-103 [1200.44] Lawyer Candidate for Judicial Office.
 A. A lawyer who is a candidate for judicial office shall comply with section 100.5 of the Chief Administrative Rules Governing Judicial Conduct (22 NYCRR) and Canon 5 of the Code of Judicial Conduct.
 CANON 9. A Lawyer Should Avoid Even the Appearance of Professional Impropriety
 DR 9-101 [1200.45] Avoiding Even the Appearance of Impropriety.

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<http://iviewit.tv/wordpresseliot>
<http://www.youtube.com/user/eliotbernstein?feature=mhum>
<http://www.TheDivineConstitution.com>

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded
and Part 2 @

http://www.youtube.com/watch?v=Apc_Zc_YNIk&feature=related
and

Christine Anderson Whistleblower Testimony @
<http://www.youtube.com/watch?v=6BlK73p4Ueo>
and

Eliot Part 1 - The Iviewit Inventions @
<http://www.youtube.com/watch?v=LOn4hwemqW0>

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important

<http://www.youtube.com/watch?v=DulHODcwQfM>

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<http://www.youtube.com/watch?v=jbOP3U1q6mM>

Thought that was crazy, try

http://www.youtube.com/watch?v=3mfWAwzpnIE&feature=results_main&playnext=1&list=PL2ADE052D9122F5AD

Other Websites I like:

<http://www.deniedpatent.com>

<http://exposecorruptcourts.blogspot.com>

<http://www.judgewatch.org/index.html>

<http://www.enddiscriminationnow.com>

<http://www.corruptcourts.org>

<http://www.makeourofficialsaccountable.com>

<http://www.parentadvocates.org>

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

<http://euomotarp.blogspot.com>

<http://www.disbarthefloridabar.com>

<http://www.trusteeffraud.com/trusteeffraud-blog>

<http://www.constitutionalguardian.com>

<http://www.americans4legalreform.com>

<http://www.judicialaccountability.org>

www.electpollack.us

<http://www.ruthmpollackesq.com>

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<http://www.liberty-candidates.org/greg-fischer/>

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<http://www.killallthelawyers.ws/law> (The Shakespearean Solution, The Butcher)

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- James E. Peltzer, Clerk of the Court of the Appellate Division, Supreme Court of the State of New York, Second Judicial Department; Diana Kearse, Chief Counsel to the Grievance Committee of the Second Judicial Department Departmental Disciplinary Committee;
- Houston & Shahady, P.A., any other John Doe ("John Doe") Houston & Shahady, P.A., affiliates, companies, known or not known at this time; including but not limited to Houston & Shahady, P.A. related or affiliated entities both individually and professionally;
- Furr & Cohen, P.A. any other John Doe ("John Doe") Furr & Cohen, P.A., affiliates, companies, known or not known at this time; including but not limited to Furr & Cohen, P.A. related or affiliated entities both individually and professionally;

- Moskowitz, Mandell, Salim & Simowitz, P.A., any other John Doe ("John Doe") Moskowitz, Mandell, Salim & Simowitz, P.A., affiliates, companies, known or not known at this time; including but not limited to Moskowitz, Mandell, Salim & Simowitz, P.A. related or affiliated entities both individually and professionally;
- The Goldman Sachs Group, Inc. Jeffrey Friedstein ("Friedstein"); Sheldon Friedstein (S. Friedstein"), Donald G. Kane ("Kane"); any other John Doe ("John Doe") The Goldman Sachs Group, Inc. partners, affiliates, companies, known or not known at this time; including but not limited to The Goldman Sachs Group, Inc. and any other related or affiliated entities both individually and professionally;
- David B. Simon, Esq. ("D. Simon");
- Sachs Saxe & Klein, PA any other John Doe ("John Doe") Sachs Saxe & Klein, PA, affiliates, companies, known or not known at this time; including but not limited to Sachs Saxe & Klein, PA related or affiliated entities both individually and professionally;
- Huizenga Holdings Incorporated any other John Doe ("John Doe") Huizenga Holdings Incorporated affiliates, companies, known or not known at this time; including but not limited to Huizenga Holdings Incorporated related or affiliated entities both individually and professionally;
- Davis Polk & Wardell;
- Ropes & Gray LLP;
- Sullivan & Cromwell LLP;
- Eliot I. Bernstein, ("Bernstein") a resident of the State of California, and former President (Acting) of Iviewit Holdings, Inc. and its affiliates and subsidiaries and the founder of Iviewit and principal inventor of its technology;
- P. Stephen Lamont, ("Lamont") a resident of the State of New York, and former Chief Executive Officer (Acting) of Iviewit Holdings, Inc. and all of its affiliates and subsidiaries;
- SKULL AND BONES; The Russell Trust Co.; Yale Law School;
- Council on Foreign Relations;
- The Bilderberg Group;
- The Federalist Society;
- The Bradley Foundation;

Please include in the COI check the defendants and any other parties in the legally related cases in New York District Court Southern District of New York to Docket No 07cv09599 Anderson v The State of New York, et al. - WHISTLEBLOWER LAWSUIT, including but not limited to;

- A. United States Court of Appeals for the Second Circuit 08-4873-cv
 B. (07cv11196) Bernstein et al. v Appellate Division First Department Disciplinary Committee, et al. - TRILLION DOLLAR LAWSUIT Defendants, in addition to those already listed herein, include but are not limited to;

- STATE OF NEW YORK;
- THE OFFICE OF COURT ADMINISTRATION OF THE UNIFIED COURT SYSTEM;
- STEVEN C. KRANE in his official and individual Capacities for the New York State Bar Association and the Appellate Division First Department Departmental disciplinary Committee, and, his professional and individual capacities as a Proskauer partner;
- ESTATE OF STEPHEN KAYE, in his professional and individual capacities;
- MATTHEW M. TRIGGS in his official and individual capacity for The Florida Bar and his professional and individual capacities as a partner of Proskauer;
- JON A. BAUMGARTEN, in his professional and individual capacities;
- SCOTT P. COOPER, in his professional and individual capacities;
- BRENDAN J. O'ROURKE, in his professional and individual capacities;
- LAWRENCE I. WEINSTEIN, in his professional and individual capacities;
- WILLIAM M. HART, in his professional and individual capacities;
- DARYN A. GROSSMAN, in his professional and individual capacities;
- JOSEPH A. CAPRARO JR., in his professional and individual capacities;
- JAMES H. SHALEK; in his professional and individual capacities;
- GREGORY MASHBERG, in his professional and individual capacities;
- JOANNA SMITH, in her professional and individual capacities;
- TODD C. NORBITZ, in his professional and individual capacities;
- ANNE SEKEL, in his professional and individual capacities;
- JIM CLARK, in his professional and individual capacities;
- STATE OF FLORIDA, OFFICE OF THE STATE COURTS ADMINISTRATOR, FLORIDA;
- FLORIDA SUPREME COURT;
- HON. CHARLES T. WELLS, in his official and individual capacities;
- HON. HARRY LEE ANSTEAD, in his official and individual capacities;
- HON. R. FRED LEWIS, in his official and individual capacities;
- HON. PEGGY A. QUINCE, in his official and individual capacities;
- HON. KENNETH B. BELL, in his official and individual capacities;

- THOMAS HALL, in his official and individual capacities;
- DEBORAH YARBOROUGH in her official and individual capacities;
- DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – FLORIDA;
- CITY OF BOCA RATON, FLA.;
- ROBERT FLECHAUS in his official and individual capacities;
- ANDREW SCOTT in his official and individual capacities;
- PAUL CURRAN in his official and individual capacities;
- MARTIN R. GOLD in his official and individual capacities;
- SUPREME COURT OF NEW YORK APPELLATE DIVISION FIRST DEPARTMENT;
- CATHERINE O'HAttorney GeneralEN WOLFE in her official and individual capacities;
- HON. ANGELA M. MAZZARELLI in her official and individual capacities;
- HON. RICHARD T. ANDRIAS in his official and individual capacities;
- HON. DAVID B. SAXE in his official and individual capacities;
- HON. DAVID FRIEDMAN in his official and individual capacities;
- HON. LUIZ A. GONZALES in his official and individual capacities;
- SUPREME COURT OF NEW YORK APPELLATE DIVISION SECOND JUDICIAL DEPARTMENT;
- SUPREME COURT OF NEW YORK APPELLATE DIVISION SECOND DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE;
- HON. A. GAIL PRUDENTI in her official and individual capacities;
- HON. JUDITH S. KAYE in her official and individual capacities;
- STATE OF NEW YORK COMMISSION OF INVESTIGATION;
- ANTHONY CARTUSCIELLO in his official and individual capacities;
- LAWYERS FUND FOR CLIENT PROTECTION OF THE STATE OF NEW YORK;
- OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK;
- ELIOT SPITZER in his official and individual capacities, as both former Attorney General for the State of New York, and, as former Governor of the State of New York;
- ANDREW CUOMO in his official and individual capacities, as both former Attorney General for the State of New York, and, as current Governor of the State of New York;
- Steven M. Cohen in his official and individual capacities, as both former Chief of Staff fo Attorney General Andrew Cuomo for the State of New York, and, as current Secretary to the Governor of the State of New York;
- Emily Cole, in her official and individual capacities, as an employee of Steven M. Cohen for the Governor Cuomo of the State of New York;
- COMMONWEALTH OF VIRGINIA;
- VIRGINIA STATE BAR;
- ANDREW H. GOODMAN in his official and individual capacities;
- NOEL SENDEL in her official and individual capacities;
- MARY W. MARTELINO in her official and individual capacities;
- LIZBETH L. MILLER, in her official and individual capacities;
- MPEGLA LLC; LAWRENCE HORN, in his professional and individual capacities;
- INTEL CORP.; LARRY PALLEY, in his professional and individual capacities;
- SILICON GRAPHICS, INC.;
- LOCKHEED MARTIN Corp;
- EUROPEAN PATENT OFFICE;
- ALAIN POMPIDOU in his official and individual capacities;
- WIM VAN DER EIJK in his official and individual capacities;
- LISE DYBDAHL in her official and personal capacities;
- DIGITAL INTERACTIVE STREAMS, INC.;
- ROYAL O'BRIEN, in his professional and individual capacities;
- HUIZENGA HOLDINGS INCORPORATED, WAYNE HUIZENGA, in his professional and individual capacities;
- WAYNE HUIZENGA, JR., in his professional and individual capacities;
- BART A. HOUSTON, ESQ. in his professional and individual capacities;
- BRADLEY S. SCHRAIBERG, ESQ. in his professional and individual capacities;
- WILLIAM G. SALIM, ESQ. in his professional and individual capacities;
- BEN ZUCKERMAN, ESQ. in his professional and individual capacities;
- SPENCER M. SAX, in his professional and individual capacities;
- ALBERTO GONZALES in his official and individual capacities;
- JOHNNIE E. FRAZIER in his official and individual capacities;
- IVIEWIT, INC., a Florida corporation;

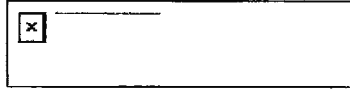
- IVIEWIT, INC., a Delaware corporation;
- IVIEWIT HOLDINGS, INC., a Delaware corporation (f.k.a. Uview, Inc.);
- UVIEW.COM, INC., a Delaware corporation;
- IVIEWIT TECHNOLOGIES, INC., a Delaware corporation (f.k.a. Uview Holdings, Inc.);
- IVIEWIT HOLDINGS, INC., a Florida corporation;
- IVIEWIT.COM, INC., a Florida corporation;
- I.C., INC., a Florida corporation;
- IVIEWIT.COM, INC., a Delaware corporation;
- IVIEWIT.COM LLC, a Delaware limited liability company;
- IVIEWIT LLC, a Delaware limited liability company;
- IVIEWIT CORPORATION, a Florida corporation;
- IBM CORPORATION;

To be added New Defendants in the RICO & ANTITRUST Lawsuit through amendment or in any anticipated future litigations and criminal filings:

- **Andrew Cuomo, in his official and individual capacities,**
- **Steven M. Cohen, in his official and individual capacities,**
- **Emily Cole, in her official and individual capacities,**
- **Justice Richard C. Wesley in his official and individual capacities,**
- **Justice Peter W. Hall in his official and individual capacities,**
- **Justice Debra Ann Livingston in her official and individual capacities,**
- **Justice Ralph K. Winter in his official and individual capacities,**
- **P. Stephen Lamont, (Questions about Lamont's filings on behalf of others and more filed with criminal authorities and this Court notified of the alleged fraudulent activities of Lamont)**
- **Alan Friedberg, in his official and individual capacities,**
- **Roy Reardon, in his official and individual capacities,**
- **Martin Glenn, in his official and individual capacities,**
- **Warner Bros. Entertainment, (Already named in the lawsuit since the amended complaint filed)**
- **Time Warner Communications, (Already named in the lawsuit since the amended complaint filed)**
- **AOL Inc., (Already named in the lawsuit since the amended complaint filed)**
- **Ropes & Gray,**
- **Stanford Financial Group,**
- **Bernard L. Madoff et al.**
- **Marc S. Dreier, (Already named in the lawsuit since the amended complaint filed)**
- **Sony Corporation, (Already named in the lawsuit since the amended complaint filed)**
- **Ernst & Young, (Already named in the lawsuit since the amended complaint filed)**
- **Arthur Andersen, (Already named in the lawsuit since the amended complaint filed)**
- **Enron, (Already named in the lawsuit since the amended complaint filed)**

C. Other Cases @ US District Court - Southern District NY Related to Christine C. Anderson

- 07cv09599 Anderson v The State of New York, et al. - WHISTLEBLOWER LAWSUIT;
- 07cv11196 Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al.;
- 07cv11612 Esposito v The State of New York, et al.;
- 08cv00526 Capogrosso v New York State Commission on Judicial Conduct, et al.;
- 08cv02391 McKeown v The State of New York, et al.;
- 08cv02852 Galison v The State of New York, et al.;
- 08cv03305 Carvel v The State of New York, et al.;
- 08cv04053 Gizella Weissshaus v The State of New York, et al.;
- 08cv04438 Suzanne McCormick v The State of New York, et al.
- 08cv06368 John L. Petrec-Tolino v. The State of New York



Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
<http://www.iviewit.tv>
<http://iviewit.tv/inventor/index.htm>
<http://iviewit.tv/wordpress>
<http://www.facebook.com/#!/iviewit>
<http://www.myspace.com/iviewit>
<http://iviewit.tv/wordpresseliot>
<http://www.youtube.com/user/eliotbernstein?feature=mhum>
<http://www.TheDivineConstitution.com>

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded

and Part 2 @ my favorite part
http://www.youtube.com/watch?v=Apc_Zc_YNlk&feature=related

and
Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN

FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
<http://www.youtube.com/watch?v=6BlK73p4Ueo>

and finally latest blog

<http://iviewit.tv/wordpress/?p=594>

Eliot Part 1 - The Iviewit Inventions @

<http://www.youtube.com/watch?v=LOn4hwemqW0>

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important

<http://www.youtube.com/watch?v=DulHQDcwOfM>

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important

<http://www.youtube.com/watch?v=jbOP3U1q6mM>

Eliot for President in 2012 Campaign Speech 3 Very Important

https://www.facebook.com/iviewit/?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

<http://www.deniedpatent.com>

<http://exposecorruptcourts.blogspot.com>

<http://www.judgewatch.org/index.html>

<http://www.enddiscriminationnow.com>

<http://www.corruptcourts.org>

<http://www.makeourofficialsaccountable.com>

<http://www.parentadvocates.org>

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

<http://cuomotarp.blogspot.com>

<http://www.disbarthefloridabar.com>

<http://www.trusteeffraud.com/trusteeffraud-blog>

<http://www.constitutionalguardian.com>

<http://www.americans4legalreform.com>

<http://www.judicialaccountability.org>

www.electpollack.us

<http://www.ruthmpollackesq.com>

www.HireLyrics.org

www.Facebook.com/Roxanne.Grinage

www.Twitter.com/HireLyrics

www.YouTube.com/HireLyrics

www.YouTube.com/WhatIsThereLeftToDo

www.YouTube.com/RoxanneGrinage

www.BlogTalkRadio.com/Born-To-Serve

www.ireport.cnn.com/people/HireLyrics

<http://www.attorneysabovethelaw.com>

<http://heavensclimb.blogspot.com>

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

<http://www.liberty-candidates.org/greg-fischer/>

<http://www.facebook.com/pages/Vote-For-Greg/111952178833067>

<http://www.killallthelawyers.ws/law> (The Shakespearean Solution, The Butcher)

--

"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

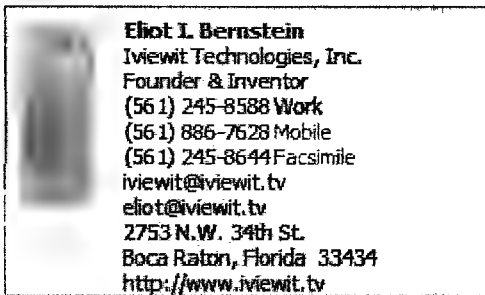
"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE

The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot



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^[1] il Sommo Poeta ~ Durante degli Alighieri, "Divina Commedia" 1308-1321 Canto III

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STOCK LEDGER

Capitalization of iviewit Holdings, Inc.

Fully-Diluted

(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

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iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders

Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding: 55,134
Total Class B common stock issued and outstanding: 5,000
Total Class A and B common stock issued and outstanding: 60,134

LR

**iviewit.com, Inc.
Stockholders**

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

SR

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	\$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	\$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

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**iviewit.com LLC
Promissory Noteholders**

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein \$30,000	7/8/99	7/13/99	\$30,000	8/23/99
Gerald R. Lewin \$15,000	7/8/99	8/3/99	\$15,000	8/23/99
Barbara Lewin \$15,000	7/8/99	8/3/99	\$15,000	8/18/99
Guy Iantoni \$11,790 \$ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	\$11,790 \$ 3,210	8/18/99 11/5/99
Jill Iantoni \$10,000 \$ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	\$10,000 \$ 5,000	8/18/99 11/5/99
James F. Armstrong \$15,000 \$ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	\$15,000 N/A	8/18/99 N/A
Andrew Dietz \$15,000 \$15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A \$15,000	N/A 10/19/99
Donna Dietz \$15,000	7/8/99	11/5/99	\$15,000	11/9/99
James A. Osterling \$15,000 \$15,000 \$15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein \$15,000 \$15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	\$15,000 N/A	8/18/99 N/A
Donald G. Kane, II \$22,500	7/8/99	7/30/99	\$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

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STOCK LEDGER

Capitalization of iviewit Holdings, Inc.

Fully-Diluted

(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
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Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

Handwritten signature or initials in blue ink.

**iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders**


Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding: 55,134
Total Class B common stock issued and outstanding: 5,000
Total Class A and B common stock issued and outstanding: 60,134

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1



iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	\$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	\$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

**iviewit.com LLC
Promissory Noteholders**

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein \$30,000	7/8/99	7/13/99	\$30,000	8/23/99
Gerald R. Lewin \$15,000	7/8/99	8/3/99	\$15,000	8/23/99
Barbara Lewin \$15,000	7/8/99	8/3/99	\$15,000	8/18/99
Guy Iantoni \$11,790 \$ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	\$11,790 \$ 3,210	8/18/99 11/5/99
Jill Iantoni \$10,000 \$ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	\$10,000 \$ 5,000	8/18/99 11/5/99
James F. Armstrong \$15,000 \$ 6,000	7/8/99 9/27/99	7/23/99 Not Rec'd	\$15,000 N/A	8/18/99 N/A
Andrew Dietz \$15,000 \$15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A \$15,000	N/A 10/19/99
Donna Dietz \$15,000	7/8/99	11/5/99	\$15,000	11/9/99
James A. Osterling \$15,000 \$15,000 \$15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein \$15,000 \$15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	\$15,000 N/A	8/18/99 N/A
Donald G. Kane, II \$22,500	7/8/99	7/30/99	\$22,500	8/18/99

*added
more
25K
- 2.5K*

pd

pd

*partial
update*

pd

*100K
5K*

BRIAN UTKY

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

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**iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS**

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	\$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	\$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

**Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units**

**iviewit.com, Inc.
Stockholders**

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

47

**iviewit.com LLC
Promissory Noteholders**

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein \$30,000	7/8/99	7/13/99	\$30,000	8/23/99
Gerald R. Lewin \$15,000	7/8/99	8/3/99	\$15,000	8/23/99
Barbara Lewin \$15,000	7/8/99	8/3/99	\$15,000	8/18/99
Guy Iantoni \$11,790 \$ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	\$11,790 \$ 3,210	8/18/99 11/5/99
Jill Iantoni \$10,000 \$ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	\$10,000 \$ 5,000	8/18/99 11/5/99
James F. Armstrong \$15,000 \$ 6,000	7/8/99 9/27/99	7/23/99 Not Rec'd	\$15,000 N/A	8/18/99 N/A
Andrew Dietz \$15,000 \$15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A \$15,000	N/A 10/19/99
Donna Dietz \$15,000	7/8/99	11/5/99	\$15,000	11/9/99
James A. Osterling \$15,000 \$15,000 \$15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein \$15,000 \$15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	\$15,000 N/A	8/18/99 N/A
Donald G. Kane, II \$22,500	7/8/99	7/30/99	\$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

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uview.com, Inc.
GRANTS OF STOCK

Shareholder	Number and Class of Shares	Date Letter Sent	Date Letter Received ¹	Amount of Consideration Received	Stock Issued
Eliot I. Bernstein	193,200 Class A Common Issued in Error/Canceled	7/7/99	7/8/99	Contribution of Patents	1-A
Eliot I. Bernstein	11,320 Class A Common			Contribution of Patents	6-A
Simon L. Bernstein	5,350 Class A Common			\$5,175.00	7-A
The Joshua Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	1-B
The Jacob Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	2-B
Gerald R. Lewin & Barbara S. Lewin	2,000 Class B Common	7/7/99	7/22/99	\$1,000.00	3-B
Erika R. Lewin	250 Class B Common	7/7/99	7/22/99	\$125.00	4-B
Jennifer P. Lewin	250 Class B Common	7/7/99	7/22/99	\$125.00	5-B
James Osterling	1,250 Class B Common	7/7/99	7/23/99	\$625.00	6-B

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uview.com, Inc.
GRANTS OF STOCK

James Armstrong	12,500 Class B Common Issued in Error/Canceled	7/7/99	7/13/99	\$625.00	7-B
James Armstrong	1,750 Class B Common	7/7/99	7/13/99	\$875.00	13-B
Guy Iantoni	1,250 Class B Common	7/7/99	7/14/99	\$625.00	14-B
Jill Iantoni	1,250 Class B Common	7/7/99	7/14/99	\$625.00	15-B
Andrew Dietz	1,250 Class B Common	7/7/99	7/20/99	\$625.00	8-B
Donna Dietz	1,250 Class B Common	7/7/99	7/20/99	\$625.00	9-B
Patricia Daniels	1,250 Class B Common	7/7/99	7/13/99	\$625.00	18-B
Bettie Stanger	500 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	10-B
Lisa Friedstein	2,500 Class B Common	7/7/99	7/30/99	No check	11-B
Donald G. Kane, II	1,663 Class B Common	7/7/99	7/30/99	\$831.50	12-B
Eliot I. Bernstein	7,500 Class B Common	8/19/99		Contribution of Patents	16-B
Simon L. Bernstein	5,000 Class B Common	8/19/99		Paid for as part of original Class A issuance	17-B
Brian Utley	1,713.8 Class B Common	11/1/99	12/2/99		20-B

Handwritten initials in blue ink.

**uview.com, Inc.
GRANTS OF STOCK**

uview.com, Inc. Capitalization

Total Class A and Class B Common Stock issued and outstanding at 9/7/99: 52,126.8

Total Class A Common Stock issued and outstanding at 9/7/99: 16,670

Total Class B Common Stock issued and outstanding at 9/7/99: 35,456.8

* Reflects post- reverse stock split share issuances.

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	\$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	\$625.00	
iview.com, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTTECH Holdings, L.L.C (1)	30,067 Class A	11/1/99		Conversion of note	

(1) Total Outstanding Upon Issuance to Investech Holdings, L.L.C. (agreement is currently being negotiated): 601,335

PROSKAUER ROSE LLP

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Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 13, 1999

VIA COURIER

Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: **Due Diligence Request - iviewit Technologies, Inc. and its affiliates (collectively, the "iviewit Entities")**

Dear Mr. Bell:

In connection with the proposed purchase of shares of preferred stock of iviewit Technologies, Inc. (f/k/a iviewit Holdings, Inc.) by Alpine Venture Capital Partners, LP, enclosed please find documents and information (collectively, "Documents") in response to your Due Diligence Request List (the "Request"). For ease of reference, we have organized the Documents to correspond with the numbering system set forth on the Request. We have prepared three binders, each of which contain Documents for the main iviewit Entities, as well as each of their predecessor (or affiliated) entities. In instances where the iviewit Entities had no relevant Documents under the applicable sections of the Request, we have left the sections in the binders empty. We will fax to you tomorrow an annotated copy of the Request, noting the sections for which there are no applicable Documents.

We will continue to send you Documents as such becomes available to us. These will include, among other things, an updated list of stockholders and members, as applicable, of the current iviewit Entities.

In order to help you more easily understand the relationship of the Documents to the current and predecessor iviewit Entities, please note that effective December 30, 1999, iviewit Technologies, Inc. (formerly known as iviewit Holdings, Inc.) ("Technologies"), as the sole member of iviewit.com LLC ("LLC"), exchanged its membership interests in LLC for 100 shares of iviewit.com, Inc., a newly organized Delaware corporation ("com, Inc.") (representing all of the issued and outstanding

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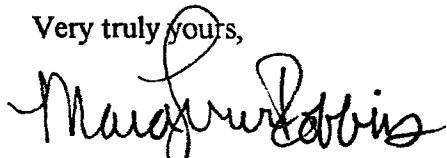
PROSKAUER ROSE LLP

Rodney H. Bell, Esq.
January 13, 2000
Page 2

common stock of com, Inc.). As a result, LLC became a wholly-owned subsidiary of com, Inc. Immediately thereafter, effective December 30, 1999, the then majority-owned subsidiary, iviewit LLC ("iviewit LLC"), transferred all of its assets and liabilities (including the 100 shares of com, Inc.) to Technologies in exchange for shares of Class A and Class B Common Stock of Technologies. The holders of iviewit LLC Class A Membership Interests received, on a pro-rata basis, shares of Technologies Class A Common Stock and holders of iviewit LLC Class B Membership Interests received, on a pro-rata basis, shares of Technologies Class B Common Stock. Thereafter, iviewit LLC distributed the shares of Technologies Class A and Class B Common Stock to its members, on a pro-rata basis, and based upon the class of Membership Interests in iviewit LLC then held. For your reference, we have also attached to this letter the current structure of the iviewit Entities.

Once you have had an opportunity to review the enclosed documents and information, please feel free to call Rocky Thompson (561.995.4721) or me with any questions you may have.

Very truly yours,



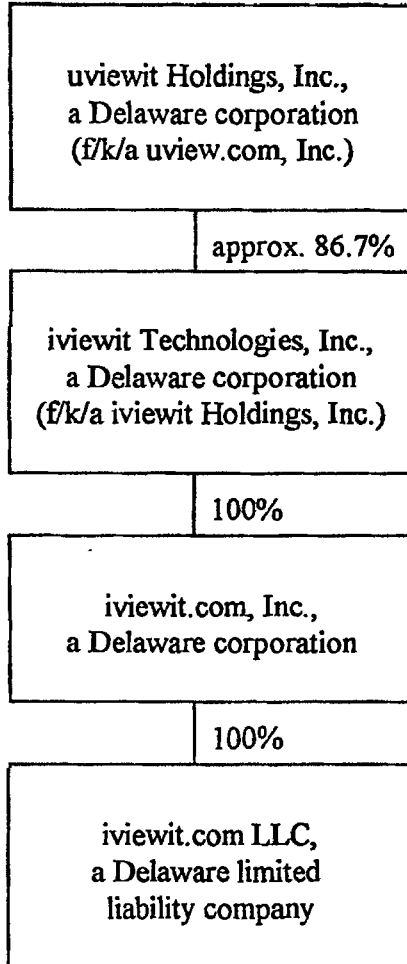
Mara Lerner Robbins

Enclosures

cc: Brian G. Utley, President and COO
Erika R. Lewin, Controller ✓
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.



CURRENT STRUCTURE



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PROSKAUER ROSE LLP

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Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 14, 1999

VIA FACSIMILE

Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

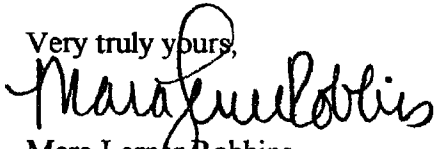
Re: Due Diligence Request - iviewit Holdings, Inc. and its affiliates (collectively, the "iviewit Entities")

Dear Mr. Bell:

Attached hereto please find a revised chart of the iviewit entities. The name of the parent entity in the chart attached to my letter to you dated January 13, 2000 (the "Letter") was incorrectly labeled. Additionally, the Letter reflects that Alpine Venture Capital Partners, LP, is commencing a due diligence review with respect to a proposed purchase of preferred stock of iviewit Technologies, Inc; however, the proper entity should have been reflected as iviewit Holdings, Inc. I apologize for any inconvenience this may have caused you.

I look forward to working with you on this matter.

Very truly yours,


Mara Lerner Robbins

Attachment

cc: Brian G. Utley, President and COO ✓
Erika R. Lewin, Controller
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.

4708/40017-001 BRLIB1/253023 v1

01/14/00 04:33 PM (2761)



CURRENT STRUCTURE

iviewit Holdings, Inc.,
a Delaware corporation
(f/k/a uview.com, Inc.)

approx. 86.7%

iviewit Technologies, Inc.,
a Delaware corporation
(f/k/a iviewit Holdings, Inc.)

100%

iviewit.com, Inc.,
a Delaware corporation

100%

iviewit.com LLC,
a Delaware limited
liability company



EXHIBIT 28 – EXPOSE CORRUPT COURT ARTICLES

4/28

FRIDAY, JANUARY 25, 2013

“FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR NYS ‘ETHICS BOSSES’”

**[HTTP://EXPOSECORRUPTCOURTS.BLOGSPOT.COM/2013/01/FORMER-INSIDER-
ADMITS-TO-ILLEGAL.HTML](http://exposecorruptcourts.blogspot.com/2013/01/former-insider-admits-to-illegal.html)**


This story is written and posted by McKeown. The article details Obstruction of Justice against Related Case to this Lawsuit (07cv09599) Anderson v The State of New York, et al. filed by Whistleblower Christine C. Anderson, Esq. former Attorney at Law for the DDC and an expert in Attorney at Law Disciplinary complaints. The article details an invasion of privacy against Anderson to “OBSTRUCT JUSTICE” so outrageous as to completely have prejudiced not only the Anderson related lawsuit but this Lawsuit and every lawsuit related to Anderson, including but not limited to the following:

- *(07cv11612) Esposito v The State of New York, et al.,*
- *(08cv00526) Capogrosso v New York State Commission on Judicial Conduct, et al.,*
- *(08cv02391) McKeown v The State of New York, et al.,*
- *(08cv02852) Galison v The State of New York, et al.,*
- *(08cv03305) Carvel v The State of New York, et al., and,*
- *(08cv4053) Gizella Weisshaus v The State of New York, et al.*
- *(08cv4438) Suzanne McCormick v The State of New York, et al.*
- *(08 cv 6368) John L. Petrec-Tolino v. The State of New York*

Selected Quotes from this story,

“FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR NYS "ETHICS BOSSES

<http://exposecorruptcourts.blogspot.com/2013/01/former-insider-admits-to-illegal.html>



Evidence was obtained on Thursday, January 24, 2013, confirming the position of a former NYS attorney ethics committee insider that various illegal actions were employed by New York State employees to target and/or protect select attorneys.

For purposes of this article, a first in a series, the former insider will be referred to as "The Cleaner's Man" or "The Man."

The Cleaner

During the wrongful termination case of former Manhattan ethics attorney Christine Anderson, it was revealed that New York State employees had a nick-name for supervising ethics attorney Naomi Goldstein. Naomi Goldstein was, "The Cleaner."

"Ethics" Retaliation Machine Was Real.

The focus of this initial article concerns the 1st and 2nd judicial department, though the illegal methods are believed to have been utilized statewide in all 4 judicial departments.

The Cleaner's Man says that he would receive a telephone call from Naomi Goldstein, who would say, "we have another target, I want to meet you..." The Man also says that Thomas Cahill, a former DDC Chief Counsel, and Sherry Cohen, a former Deputy-Chief Counsel, were knowledgeable of all of Naomi Goldstein's activity with him and his team.

The meetings, he says, were usually at a park or restaurant near the Manhattan Attorney ethics offices (the "DDC") in lower Manhattan, however he did over time meet Goldstein at his office, the DDC or in movie theater- a venue picked by Naomi. Goldstein would provide her Man with the name, and other basic information, so that the Man's team could begin their "investigation."

The Man specifically recalls Naomi Goldstein advising him to "get as much damaging information as possible on Christine [Anderson]."

The Man says that they then tapped Ms. Anderson's phones, collected ALL "ISP" computer data, including all emails, and set up teams to surveil Anderson 24/7. The Man says he viewed the improperly recorded conversations and ISP data, and then personally handed those items over to Naomi Goldstein.

Anderson should not, however, feel like she was a lone target. According to The Man, "...over 125 cases were interfered with..." And there were dozens of "targeted" lawyers, says The Man, adding, that the actions of his teams were clearly "intentionally obstructing justice."

If Ms. Goldstein had identified the Ethics Committee's newest target as an attorney, it was quickly qualified with whether the involved lawyer was to be "screwed or UNScrewed." Unscrewed was explained as when an attorney needed to be "protected" or "saved" even if they did, in fact, have a major ethics problem.



The Man has a nice way of explaining his actions, the "authority" to so act and, he says, over 1.5 million documents as proof..... The U.S. Attorney is aware of The Man and his claims...."

FEBRUARY 10, 2013

“UPDATE ON ATTORNEY "ETHICS" COMMITTEES' ILLEGAL WIRETAPS FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR "ETHICS" BOSSES.”

<http://exposecorruptcourts.blogspot.com/2013/02/update-on-attorney-ethics-committees.html>

Excerpts from the article,

Evidence was obtained on Thursday, January 24, 2013, confirming the position of a former New York State attorney ethics committee insider that various illegal actions were employed by New York State supervising employees to target and/or protect select attorneys.

The Cleaner

Many of the most powerful attorneys in the United States are licensed to practice law in New York State, and if the business address for that lawyer is located in The Bronx or Manhattan, legal ethics is overseen by the Departmental Disciplinary Committee (the "DDC"), a group that falls under Manhattan's Appellate Division of The NY Supreme Court, First Department.

A few years ago, and during a wrongful termination case involving a former DDC ethics attorney, Christine Anderson, it was revealed that DDC employees had a nick-name for a supervising ethics attorney, Naomi Goldstein. "Ethics" Supervising Attorney Naomi Goldstein was known as "the Cleaner."

"Ethics" Retaliation Machine Was Real

There are usually cries of "retaliation" whenever charges of violating regulations of attorney ethics rules are lodged against a lawyer. However, an investigation of activity at the DDC for a ten year period reveals startling evidence of routine and improper retaliation, evidence tampering and widespread coverups.

Importantly, an insider, who says he was involved in the illegal activity, including widespread wiretapping, has provided the troubling details during recent interviews. He says he supervised the teams that acted illegally. The insider says that he was Naomi Goldstein's 'man' - The Cleaner's 'man' - and that he would simply receive a telephone call from Naomi Goldstein, and who would say, "we have another target, I want to meet you..." He also says that Thomas Cahill, a former DDC Chief Counsel, and Sherry Cohen, a former Deputy-Chief Counsel- and



now in private practice helping lawyers in "ethics" investigations, were part of, and knowledgeable of, the illegal activity.

The meetings, the insider says, were usually at a park or restaurant near the DDC's lower Manhattan ethics' offices, however he did over time meet Goldstein at his office, inside the DDC or in movie theater- a venue picked by Naomi. Goldstein only needed to provide him with the name and other basic information, so that his team could begin their "investigation."

He specifically recalls Naomi Goldstein advising him to "get as much damaging information as possible on Christine [Anderson,]" the former DDC staff attorney who had complained that certain internal files had been gutted of collected evidence.

Naomi's "man" says that they then tapped Ms. Anderson's phones, collected ALL "ISP" computer data, including all emails, and set up teams to surveil Anderson 24/7.

He says he reviewed the illegally recorded conversations and ISP data, and then personally handed those items over to Naomi Goldstein.

Attorney Christine Anderson should not, however, feel like she was a lone target. Initially, Goldstein's "man," indicated that "...over 125 [attorney] cases were interfered with..." But a subsequent and closer review of approximately 1.5 million documents has revealed that there may have been many hundreds of attorneys, over the ten-year-period, involved in the DDC's dirty tricks, focused retaliation and planned coverups.

Previously identified "targeted" lawyers were only numbered in the "dozens," but that was before the years-old documents were reviewed. In initial interviews, the insider says that if Ms. Goldstein had identified the DDC ethics committee's newest target as an attorney, it was quickly qualified with whether the involved lawyer was to be "screwed or UNScrewed." Unscrewed was explained as when an attorney needed to be "protected" or "saved" even if they did, in fact, have a major ethics problem. But targets, it is now revealed, were not always identified as having a law license.

The DDC insider also says that litigants (most of whom were not attorneys) were also DDC targets. The on-going document review continues to refresh the memory of the insider, after initially only remembering names from high-profile cases involving "big-name" attorneys. But one fact remains constant, says the insider- the actions of his teams were clearly and "intentionally obstructing justice."

WEDNESDAY, FEBRUARY 13, 2013

“JUDGES WERE ILLEGALLY WIRETAPPED, SAYS INSIDER”

<http://exposecorruptcourts.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html>

Not only were attorneys targeted for 24/7 wiretapping of their personal and business phones, but judges in New York also became victims of the illegal whims of political insiders, according to a former insider who says he supervised parts of the operation for years.

It was previously reported that evidence was obtained on January 24, 2013 confirming illegal actions against New York attorneys, **including the continuous and illegal wiretapping of their phones and the complete capture and copying of all internet ISP activity, including email.** **CLICK HERE TO SEE BACKGROUND STORY "Former Insider Admits to Illegal Wiretaps for "Ethics Bosses"**

The Manhattan-based attorney ethics committee, the Departmental Disciplinary Committee (the "DDC"), a state-run entity that oversees the "ethics" of those who practice law in The Bronx and Manhattan, has been identified of **utilizing the illegal activity- at will, and by whim- to either target or protect certain attorneys.**

One Manhattan supervising ethics attorney, Naomi Goldstein, was identified as a regular requestor of the **illegal tape recordings, and former chief counsel [DEFENDANT] Thomas Cahill has been described in interviews as being "very involved" to those who were conducting the illegal activity.** Cahill subsequently retired, however New York State-paid attorney Naomi Goldstein still supervises "ethics" investigations from her Wall Street DDC 2nd floor office at 61 Broadway. **THERE'S MORE TO THIS STORY, see the first 3 judges identified CLICK HERE TO SEE THE LATEST ETHICSGATE UPDATE**

WEDNESDAY, FEBRUARY 13, 2013

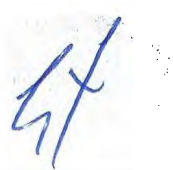
“JUDGES WERE ILLEGALLY WIRETAPPED, SAYS INSIDER”

<http://ethicsgate.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html>

Not only were attorneys targeted for 24/7 wiretapping of their personal and business phones, but judges in New York also became victims of the illegal whims of political insiders, according to a former insider who says he supervised parts of the operation for years.

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Manhattan, has been identified of utilizing the illegal activity- at will, and by whim- to either target or protect certain attorneys.

One Manhattan supervising ethics attorney, Naomi Goldstein, was identified as a regular requestor of the illegal tape recordings, and former chief counsel Thomas Cahill has been described in interviews as being "very involved" to those who were conducting the illegal activity. Cahill subsequently retired, however New York State-paid attorney Naomi Goldstein still supervises "ethics" investigations from her Wall Street DDC 2nd floor office at 61 Broadway.

Ethicsgate

According to the source, one New York "ethics" legend, Alan Friedberg, was "very well known" to those conducting the illegal wiretapping activity. Friedberg, who has become the poster child for unethical tactics while conducting "ethics" inquiries, appears to have been present in the various state offices where illegal wiretaps were utilized. Friedberg worked for the New York State Commission on Judicial Conduct (the "CJC") before running the Manhattan attorney "ethics" committee as chief counsel for a few years. Friedberg then resurfaced at the CJC, where he remains today. The CJC investigates ethics complaints of all judges in New York State.

Judges Deserve Justice Too, Unless Political Hacks Decide Otherwise

While court administrators have effectively disgraced most judges with substandard compensation, it appears that at least the selective enforcement of "ethics" rules, dirty tricks and retaliation were equally employed on lawyers and judges alike.

According to the insider, targeted judges had their cellphones, homes and court phones wiretapped- all without required court orders. In addition, according to the source, certain courtrooms, chambers and robing rooms were illegally bugged.

A quick review of notes from over one million pages of evidence, according to the insider, reveals that the "black bag jobs" included: NYS Supreme Court Judge, the Hon. Alice Schlesinger (Manhattan), Criminal Court Judge, the Hon. Shari R. Michels (Brooklyn) and NYS Supreme Court Judge, the Bernadette Bayne (Brooklyn).

More coming soon..... sign up for email alerts, at the top of this page.....

[CLICK HERE to see, "Top Judicial 'Ethics' Lawyer Settles Lack-of-Sex Lawsuit"](#)

FRIDAY FEBRUARY 15, 2013

**"NY GOVERNOR ANDREW CUOMO ASKED TO SHUT DOWN JUDICIAL
"ETHICS" OFFICES."**

<http://ethicsgate.blogspot.com/2013/02/ny-governor-andrew-cuomo-asked-to-shut.html>



Selected Quotes from that story,

New York State Governor Andrew Cuomo has been formally requested to immediately shut down the offices of The Commission on Judicial Conduct (the "CJC"), the state agency charged with overseeing the ethics of all judges in the Empire State. The request comes from a public integrity group after confirmation that the CJC has been involved in illegally wiretapping and other illegal "black bag operations" for years.

Governor Cuomo is asked to send New York State Troopers to close and secure the state's three judicial ethics offices: the main office on the 12th floor at 61 Broadway in Manhattan, the capital office in Albany at the Corning Tower in the Empire State Plaza, and the northwest regional office at 400 Andrews Street in Rochester.

The Governor is asked to telephone the Assistant United States Attorney who is overseeing the millions of items of evidence, most of which that has been secreted from the public- and the governor- by a federal court order.

Governor Cuomo was provided with the direct telephone number of the involved federal prosecutor, and simply requested to confirm that evidence exists that certain state employees in New York's so-called judicial "ethics" committee illegally wiretapped state judges.

The request to the governor will be posted at www.ethicsgate.com later today. (Media inquiries can be made to 202-374-3680.)

FRIDAY, FEBRUARY 15, 2013

**“SEE THE LETTER TO NEW YORK GOVERNOR ANDREW CUOMO RE:
WIRETAPPING JUDGES...”**

CLICK HERE TO SEE THE LETTER, AT

**[HTTP://ETHICSGATE.BLOGSPOT.COM/2013/02/LETTER-TO-NEW-YORK-
GOVERNOR-ANDREW.HTML](http://ethicsgate.blogspot.com/2013/02/letter-to-new-york-governor-andrew.html)**”

Selected quotes from that article and the letter to Cuomo,

Friday, February 15, 2013

Letter to New York Governor Andrew Cuomo Re: Wiretapping Judges

The letter was delivered to the Governor's Manhattan and Albany offices:

Reform2013.com

[**REDACTED**]

202-374-3680 tel

202-827-9828 fax



[**REDACTED**]

February 15, 2013

The Honorable Andrew M. Cuomo,
Governor of New York State
NYS Captiol Building
Albany, New York 12224 [**REDACTED**]
[**REDACTED**]
[**REDACTED**]

**RE: ILLEGAL WIRETAPPING OF JUDGES BY THE COMMISSION ON
JUDICIAL CONDUCT**

Dear Governor Cuomo

*I respectfully request that you telephone Assistant U.S. Attorney [**REDACTED**]
and ask whether there is any credible evidence in the millions of documents, currently
under court seal in case # [**REDACTED**] regarding the illegal wiretapping of New
York State judges and attorneys [**REDACTED**]*

I believe you will quickly confirm that certain NYS employees at the judicial and
attorney "ethics" committees routinely directed such "black bag operations" by grossly
and illegally abusing their access to [**REDACTED**]

New York judges and lawyers, and obviously the public, deserve immediate action to
address the widespread corruption in and about the state's so-called "ethics" oversight
entities. According, it is requested that you temporarily shut down and secure New
York's "ethics" offices and appoint, by executive order, an Ethics Commission to
investigate, etc.

Please take immediate action regarding this vital issue, and so as to continue your efforts
to help all New Yorkers restore their faith in their government. [**REDACTED**]

cc: Assistant U.S. Attorney [**REDACTED**]
The Hon. [**REDACTED**]
[**REDACTED**]

TUESDAY, FEBRUARY 19, 2013

**"ETHICSGATE UPDATE FAXED TO EVERY U.S. SENATOR
WWW.ETHICSGATE.COM "THE ULTIMATE VIOLATION OF TRUST IS THE
CORRUPTION OF ETHICS OVERSIGHT" EXCLUSIVE UPDATE"**

<http://exposecorruptcourts.blogspot.com/2013/02/ethicsgate-update-faxed-to-every-us.html>

Tuesday, February 19, 2013 --- New York State Governor Andrew Cuomo asked to shut down judicial "Ethics" offices after evidence reveals illegal wiretapping of judges - Andrew Cuomo was formally requested on Friday, February 15, 2013 to shut down the NYS Commission on Judicial Conduct, the state agency charged with overseeing the ethics of all non-federal judges in the Empire State. Governor Cuomo will confirm with federal prosecutors that a case, where millions of documents are held under seal, contains evidence of widespread "black bag operations" that advanced, over more than a decade, knowingly false allegations against targets while protecting favored insiders, including Wall Street attorneys.... See the full story at:

www.ethicsgate.com"

THURSDAY, FEBRUARY 28, 2013

"NEW YORK SENATORS ASKED TO APPOINT ETHICS CORRUPTION LIAISON...EVERY NEW YORK STATE SENATOR HAS BEEN REQUESTED TO APPOINT AN "ETHICS CORRUPTION LIAISON" SO THAT TIMELY INFORMATION IN THE EVER-GROWING SCANDAL INSIDE NEW YORK'S SO-CALLED "ETHICS" ENTITIES MAY BE PROVIDED TO EACH STATE SENATOR."

<http://exposecorruptcourts.blogspot.com/2013/02/new-york-senators-asked-to-appoint.html>

Reform2013.com
Ethicsgate.com
February 28, 2013
Via Facsimile [as noted below]

RE: Illegal Wiretapping of NYS Judges and Attorneys by "Ethics" Entities

Dear Senator,

On February 15, 2013, we formally requested that Governor Cuomo contact the Assistant U.S. Attorney handling a sensitive federal case wherein credible evidence, in the millions of documents currently under court seal, support the allegation of the widespread illegal wiretapping of New York State judges and attorneys over at least the last ten years. In addition, other individuals- unrelated to that sealed federal matter- allege the exact same illegal activity.



The illegal wiretapping is alleged to have been directed by named senior personnel (and NYS employees) at the Commission on Judicial Conduct (the "CJC") and by at least two of the state's 4 judicial departments' attorney ethics committees.

We are, of course, confident that Governor Cuomo is taking decisive action regarding these troubling allegations, and we are now requesting that you, as a New York State Senator, begin a comprehensive review of the troubling issues.

As we are all aware, certain corrupt forces in New York have caused tremendous damage to the very soul of this great state. Now, the improper actions have accomplished the "ultimate corruption" - they have compromised and corrupted New York's so-called "ethics oversight" entities.

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about the state's so-called "ethics" oversight entities. (Additional information is available at www.Reform2013.com)

Accordingly, it is requested that you direct someone in your office to act as the liaison regarding this Ethics Corruption, and that he or she be in contact with us so that we may best communicate information to your office. Please have your designee contact us at their earliest convenience.

Thank you.

Very truly yours,

Reform2013

WEDNESDAY, APRIL 3, 2013

FORMAL COMPLAINT FILED AGAINST NYS EMPLOYEES FOR ILLEGAL WIRETAPPING...THE WIDESPREAD ILLEGAL WIRETAPPING INCLUDED TARGETED NEW YORK STATE JUDGES AND ATTORNEYS.....

<http://exposecorruptcourts.blogspot.com/2013/04/formal-complaint-filed-against-nys.html>

Reform2013.com
P.O. Box 3493
New York, New York 10163
202-374-3680 tel
202-827-9828 fax

April 3, 2013

Robert Moossy, Jr., Section Chief
Criminal Section, Civil Rights Division
US Department of Justice via facsimile # 202-514-6588
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

RE: Formal Complaint Against New York State Employees Involving
Constitutional Violations, including widespread illegal wiretapping

Dear Mr. Moossy,

In researching and reporting on various acts of corruption in and about the New York State Court System, specific reviewed evidence supports allegations that over a ten-year-plus period of time, certain NYS employees participated in the widespread practice of illegal wiretapping, inter alia. As these individuals were in supervisory positions at "ethics oversight" committees, the illegal wiretapping largely concerned attorneys and judges, but their actions also targeted other individuals who had some type of dealings with those judicial and attorney "ethics" committees.

The NY state-employed individuals herein complained of include New York State admitted attorneys Thomas Joseph Cahill, Alan Wayne Friedberg, Sherry Kruger Cohen, David Spokony and Naomi Freyda Goldstein.

At some point in time shortly after 9/11, and by methods not addressed here, these individuals improperly utilized access to, and devices of, the lawful operations of the Joint Terrorism Task Force (the "JTTF"). These individuals completely violated the provisions of FISA, ECPA and the Patriot Act for their own personal and political



agendas. Specifically, these NY state employees essentially commenced “black bag operations,” including illegal wiretapping, against whomever they chose- and without legitimate or lawful purpose.

To be clear, any lawful act involving the important work of the JTTF is to be applauded. The herein complaint simply addresses the unlawful access- and use- of JTTF related operations for the personal and political whims of those who improperly acted under the color of law. Indeed, illegally utilizing JTTF resources is not only illegal, it is a complete insult to those involved in such important work.

In fact, hard-working and good-intentioned prosecutors and investigators (federal and state) are also victims here, as they were guided and primed with knowingly false information.

Operations involving lawful activity- and especially as part of the important work of the JTTF and related agencies- are not at issue here. This complaint concerns the illegal use and abuse of such lawful operations for personal and political gain, and all such activity while acting under the color of law. This un-checked access to highly-skilled operatives found undeserving protection for some connected wrong-doers, and the complete destruction of others- on a whim, including the pre-prosecution priming of falsehoods (“set-ups”). The aftermath of such abuse for such an extended period of time is staggering.

It is believed that most of the 1.5 million-plus items in evidence now under seal in Federal District Court for the Eastern District of New York, case #09cr405 (EDNY) supports the fact, over a ten-year-plus period of time, of the illegal wiretapping of New York State judges, attorneys, and related targets, as directed by state employees.

To be sure, the defendant in #09cr405, Frederick Celani, is a felon who is now regarded by many as a conman. Notwithstanding the individual (Celani), the evidence is clear that Celani once supervised lawful “black bag operations,” and, further, that certain NYS employees illegally utilized access to such operations for their own illegal purposes. (Simple reference is made to another felon, the respected former Chief Judge of the New York State Court of Appeals, Sol Wachtler, who many believe was victimized by political pre-priming prosecution.)

In early February, 2013, I personally reviewed, by appropriate FOIL request to a NYS Court Administrative Agency, over 1000 documents related to the herein complaint. Those documents, and other evidence, fully support Celani’s claim of his once-lawful supervisory role in such JTTF operations, and his extended involvement with those herein named. (The names of specific targeted judges and attorneys are available.)

One sworn affidavit, by an attorney, confirms the various illegal activity of Manhattan’s attorney “ethics” committee, the Departmental Disciplinary Committee (the “DDC”), which includes allowing cover law firm operations to engage in the practice of law without a law license. Specifically, evidence (attorney affidavits, etc.) supports the claim that Naomi Goldstein, and other DDC employees supervised the protection of the

unlicensed practice of law. The evidence also shows that Ms. Goldstein knowingly permitted the unlicensed practice of law, over a five-year-plus period of time, for the purpose of gaining access to, and information from, hundreds of litigants.

Evidence also supports the widespread illegal use of “black bag operations” by the NYS employees for a wide-range of objectives: to target or protect a certain judge or attorney, to set-up anyone who had been deemed to be a target, or to simply achieve a certain goal. The illegal activity is believed to not only have involved attorneys and judges throughout all of the New York State, including all 4 court-designated ethics “departments,” but also in matters beyond the borders of New York.

Other evidence points to varying and widespread illegal activity, and knowledge of such activity, by these and other NYS employees - all of startling proportions. For example:

- The “set-up” of numerous individuals for an alleged plot to bomb a Riverdale, NY Synagogue. These individuals are currently incarcerated. The trial judge, U.S. District Court Judge Colleen McMahon, who publicly expressed concerns over the case, saying, “I have never heard anything like the facts of this case. I don’t think any other judge has ever heard anything like the facts of this case.” (2nd Circuit 11cr2763)
- The concerted effort to fix numerous cases where confirmed associates of organized crime had made physical threats upon litigants and/or witnesses, and/or had financial interests in the outcome of certain court cases.
- The judicial and attorney protection/operations, to gain control, of the \$250 million-plus Thomas Carvel estate matters, and the pre-prosecution priming of the \$150 million-plus Brooke Astor estate.
- The thwarting of new evidence involving a mid 1990’s “set-up” of an individual, who spent over 4 years in prison because he would not remain silent about evidence he had involving financial irregularities and child molestation by a CEO of a prominent Westchester, NY non-profit organization. (Hon. John F. Keenan)
- The wire-tapping and ISP capture, etc., of DDC attorney, Christine C. Anderson, who had filed a lawsuit after being assaulted by a supervisor, Sherry Cohen, and after complaining that certain evidence in ethics case files had been improperly destroyed. (See SDNY case #07cv9599 - Hon. Shira A. Scheindlin, U.S.D.J.)
- The eToys litigation and bankruptcy, and associates of Marc Dreir, involving over \$500 million and the protection by the DDC of certain attorneys, one who was found to have lied to a federal judge over 15 times.
- The “set-up” and “chilling” of effective legal counsel of a disabled woman by a powerful CEO and his law firms, resulting in her having no contact with her children for over 6 years.
- The wrongful detention for 4 years, prompted by influential NY law firms, of an early whistleblower of the massive Wall Street financial irregularities involving Bear Sterns and where protected attorney-client conversations were recorded and distributed.
- The blocking of attorney accountability in the \$1.25 billion Swiss Bank Holocaust Survivor settlement where one involved NY admitted attorney was ultimately

disbarred- in New Jersey. Only then, and after 10 years, did the DDC follow with disbarment. (Gizella Weissshaus v. Fagan)

Additional information will be posted on www.Reform2013.com

The allegations of widespread wiretapping by New York's so-called "ethics" committees were relayed to New York Governor Andrew M. Cuomo on February 15, 2013, and to the DDC Chairman Mr. Roy R. L. Reardon, Esq., who confirmed, on March 27, 2013, his knowledge of the allegations. (Previously, on March 25, 2013, I had written to DDC Deputy Chief Counsel Naomi Goldstein, copying Mr. Reardon, of my hope that she would simply tell the truth about the improper activity, inter alia.)

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about New York's so-called "ethics" oversight entities.

Please take immediate action regarding this troubling issue, and so as to continue the DOJ's efforts to help all New Yorkers restore their faith in their government.

cc:

U.S. Attorney Loretta E. Lynch via facsimile 718-254-6479 and 631-715-7922
U.S. DOJ Civil Rights Section via facsimile 202-307-1379, 202-514-0212
The Hon. Arthur D. Spatt, via facsimile 631-712-5626
The Hon. Colleen McMahon via facsimile 212-805-6326
Hon. Shira A. Scheindlin via facsimile 212-805-7920
Assistant U.S. Attorney Demetri Jones via facsimile 631-715-7922
Assistant U.S. Attorney Perry Carbone via facsimile 914-993-1980
Assistant U.S. Attorney Brendan McGuire via 212-637-2615 and 212-637-0016
FBI SSA Robert Hennigan via facsimile 212-384-4073 and 212-384-4074
Pending SEC Chair Mary Jo White via facsimile 212-909-6836

Posted by Corrupt Courts Administrator at 2:11 PM

**EXHIBIT 29 - MOTION FOR REHEARING BASED ON FRAUD ON THE
COURT AND OBSTRUCTION**

Handwritten signature or initials in blue ink, located in the bottom right corner of the page.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

X

ELIOT I. BERNSTEIN, et al.,

Plaintiffs,

-against-

APPELLATE DIVISION, FIRST
DEPARTMENT DEPARTMENTAL
DISCIPLINARY COMMITTEE, et. al.,

Defendants.

X

Case No. 1:07-cv-11196-SAS

Related Case No. 1:07-cv-09599-SAS

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the accompanying affirmation and the exhibits, Pro Se Plaintiff Eliot Ivan Bernstein will move this Court before the Honorable Judge Shira A. Scheindlin, United States District Judge, at the United States Courthouse, 500 Pearl Street, New York, New York 10007, at a date and time to be determined by the Court, for an order:

- (1) To rehear and reopen this case under Federal Rule of Civil Procedure 60(b)(2) on the basis of newly discovered evidence.
- (2) To rehear and reopen this case under Federal Rule of Civil Procedure 60(d)(3) for fraud on court.
- (3) Immediately secure protection for all Plaintiffs in the related cases, as Plaintiff also has had conversations with both the author and source of the Expose Corrupt Courts

("ECC") articles referenced herein and Plaintiff believes on information and belief that he is one of the "targets" described in the ECC articles describing illegal wiretapping, illegal 24/7/365 surveillance (and one must wonder how much this is costing and are government funds being used to fund these ILLEGAL ACTIONS AGAINST THEIR TARGETS in efforts to OBSTRUCT JUSTICE) and all these illegal acts are in efforts according to the inside Whistleblower to "OBSTRUCT JUSTICE."

- (4) Immediately secure communications of ALL Plaintiffs in the legally related cases to Anderson through removal of illegal wiretaps, ceasing misuse of Joint Terrorism Task Force resources and violations of the Patriot Act to target individuals illegally, as described in the attached articles and secure all documents and records in the Plaintiffs lawsuits,
- (5) Notify all Federal and State Authorities who have been named in these articles exhibited herein of the crimes alleged against members of their State and Federal agencies and demand immediate investigation.
- (6) Immediately Rehear the Anderson and related lawsuits, removing all prior rulings and orders and pleadings by all Conflicted parties, invalidated by the crimes committed by those DEFENDANTS, especially STATE DEFENDANTS involved in these OBSTRUCTIONS OF JUSTICE and demand all Defendants to secure NON CONFLICTED LEGAL COUNSEL TO REPRESENT THEM, one professionally

and one individually and move to GRANT SUMMARY JUDGEMENT IN FAVOR OF ALL PLAINTIFFS OF THE LEGALLY RELATED CASES FOR THE CRIMES ALREADY COMMITTED UPON THEM TO BLOCK AND OBSTRUCT BOTH ANDERSON AND THEIR CASES THROUGH ILLEGAL OBSTRUCTION OF JUSTICE DENYING THEM THEIR CONSTITUTIONALLY PROTECTED DUE PROCESS RIGHTS.

(7) Release to Plaintiffs, all illegal and unwarranted surveillance documentation of any nature, including but not limited to, wiretapping evidence, computer record copying and altercations, video/audio recordings, billings and payments for surveillance, names of all personnel and entities involved in the surveillance and ALL notes, reports, summaries from surveillance activities, complete list of emails or any communications from both sending parties and receiving parties involved in the surveillance, *list of all investigatory parties notified of the crimes as indicated in the news articles*, case numbers for all investigations and who is handling the investigations, list of all Grand Juries that have heard evidence in regard to the allegations made in the news stories cited herein.

(8) for such other relief as the Court may find just and proper.

Dated: Boca Raton, FL

_____, 2013

X _____
Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

To: Defendants

Office of the NYS Attorney General
120 Broadway, 24th floor
New York, New York 10271-0332

and

APPELLATE DIVISION, FIRST DEPARTMENT DEPARTMENTAL
DISCIPLINARY COMMITTEE, et al., Defendants

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ELIOT I. BERNSTEIN, et al.,

Plaintiffs

-against-

APPELLATE DIVISION, FIRST
DEPARTMENT DEPARTMENTAL
DISCIPLINARY COMMITTEE, *et al.*,

Defendants.

**Case No. 07cv11196
Related Case No. 07cv09599
AFFIRMATION**

X

I, Eliot I. Bernstein, make the following affirmation under penalties of perjury:

I, Eliot I. Bernstein, am the pro se plaintiff in the above entitled action, and respectfully move this court to issue an order

1. To rehear and reopen this case under Federal Rule of Civil Procedure 60(b)(2) on the basis of newly discovered evidence.
2. To rehear and reopen this case under Federal Rule of Civil Procedure 60(d)(3) for fraud on court.
3. Immediately secure protection for all Plaintiffs in the related cases, as Plaintiff also has had conversations with both the author and source of the *Expose* Corrupt Courts ("ECC") articles referenced herein and Plaintiff believes on information and belief that he is one of the "targets" described in the ECC articles describing illegal wiretapping, illegal 24/7/365 surveillance (and one must wonder how much this is costing and are government funds

being used to fund these ILLEGAL ACTIONS AGAINST THEIR TARGETS in efforts to OBSTRUCT JUSTICE) and all these illegal acts are in efforts according to the inside Whistleblower to "OBSTRUCT JUSTICE."

4. Immediately secure communications of ALL Plaintiffs in the legally related cases to Anderson through removal of illegal wiretaps, ceasing misuse of Joint Terrorism Task Force resources and violations of the Patriot Act to target individuals illegally, as described in the attached articles and secure all documents and records in the Plaintiffs lawsuits,
5. Notify all Federal and State Authorities who have been named in these articles exhibited herein of the crimes alleged against members of their State and Federal agencies and demand immediate investigation.
6. Immediately Rehear the Anderson and related lawsuits, removing all prior rulings and orders and pleadings by all Conflicted parties, invalidated by the crimes committed by those DEFENDANTS, especially STATE DEFENDANTS involved in these OBSTRUCTIONS OF JUSTICE and demand all Defendants to secure NON CONFLICTED LEGAL COUNSEL TO REPRESENT THEM, one professionally and one individually and move to GRANT SUMMARY JUDGEMENT IN FAVOR OF ALL PLAINTIFFS OF THE LEGALLY RELATED CASES FOR THE CRIMES ALREADY COMMITTED UPON THEM TO BLOCK AND OBSTRUCT BOTH ANDERSON AND THEIR CASES THROUGH ILLEGAL OBSTRUCTION OF JUSTICE

DENYING THEM THEIR CONSTITUTIONALLY PROTECTED DUE PROCESS RIGHTS.

7. Release to Plaintiffs, all illegal and unwarranted surveillance documentation of any nature, including but not limited to, wiretapping evidence, computer record copying and alterations, video/audio recordings, billings and payments for surveillance, names of all personnel and entities involved in the surveillance and ALL notes, reports, summaries *from surveillance activities, complete list of emails or any communications from both sending parties and receiving parties involved in the surveillance, list of all investigatory parties notified of the crimes as indicated in the news articles, case numbers for all investigations and who is handling the investigations, list of all Grand Juries that have heard evidence in regard to the allegations made in the news stories cited herein.*
8. for such other relief as the Court may find just and proper.

The reasons why I am entitled to the relief I seek are the following:

Plaintiff appears in this action "In Propria Persona" and asks that his points and authorities relied upon herein, and issues raised herein, must be addressed "on the merits" and not simply on his Pro Se Status.

Oftentimes courts do not take Pro Se Litigants serious. I, Plaintiff Eliot Ivan Bernstein wish to be taken serious and to not have my allegation dismissed.

"Court errs if court dismisses pro se litigant without instructions of how pleadings are deficient and how to repair pleadings." *Plaskey v CIA*, 953 F.2nd 25. The Court granted such leniency, or "liberal construction," to pro se pleadings against the backdrop of *Conley v. Gibson's* undemanding "no set of facts" standard. (See *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957) ("[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief."), abrogated by *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 561-63 (2007). This standard epitomized the notice-pleading regime envisioned by the drafters of the Federal Rules, who emphasized discovery as the stage at which a claim's true merit would come to light, rather than pleading. See Christopher M. Fairman, *The Myth of Notice Pleading*, 45 ARIZ. L. REV. 987, 990 (2003) ("With merits determination as the goal, the Federal Rules create a new procedural system that massively deemphasizes the role of pleadings.").

The Court's failure to explain how pro se pleadings are to be liberally construed. (See *Bacharach & Entzeroth*, supra note 7, at 29-30 (asserting that because the Supreme Court never defined the "degree of relaxation" afforded pro se pleadings in comparison to the liberal notice pleading standard applicable to all litigants, lower courts adopted different iterations of the rule). ~ .. indicates its belief that the standard was already lenient enough to render a detailed articulation of the practice unnecessary to prevent premature dismissal of meritorious cases.