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

CASE NO.:50-2014-CP-002815-XXXX-NB

FOURTH DISTRICT CASE NO.:4D16-1449

ELIOT BERNSTEIN
Appellant(s),

VS.

OPPENHEIMER TRUST COMPANY OF DELAWARE
Appellee(s)

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COPIES FURNISHED TO:

JOHN P. MORRISSEY, ESQ.
john@jrnorrissey.com

LISA FRIEDSTEINS
lisa@friedsteins.com

PETER M. TEAMAN, ESQ.
mkoskey@feamanlaw.com

GARY SHENDELL, ESQ.
gary@shendellpollock.com

BRIAEN M. O'CONNELL, ESQ.
bocconnell@ciklinlubitz.com

DENNIS G. BEDLEY
dbedley@legacybankfl.com

L.LOUIS MRACHEK, ESQ.

lmrachek@mrachek-law.com

DENNIS MCNAMARA
dennis.mcnamara@opco.com

HUNT WORTH, ESQ.
hunt.worth@opco.com

NEIL WOLFSON
nwolfson@wilmingtontrust.com

RALPH S. JANVEY
rjanvey@kjllp.com

LINDSAY BAXLEY
lindsay@lifeinsuranceconcepts.com

CBIZ MHM, LLC
generalcounsel@cbiz.com

BYRD F. MARSHALL, JR.
biff.marshall@gray-robinson.com

HERITAGE UNION LIFE INSURANCE CO
cstroup@wiltonre.com

DAVID LANCIOTTI
david.lanciotti@ctt.com

ALAN B ROSE, ESQ., PERSONALLY
arose@pm-law.com

ELIOT BERNSTEIN
iviewit@iviewit.tv

JILL IANTONI
jilliantone@gmail.com

JOHN J. PANKAUSKI, ESQ., PERSONALLY
john@pankauskilawfirm.com

STEVEN A LESSNE ESQ
steven.lessne@gunster.com

MARK MANCERI, ESQ., PERSONALLY
mrmlaw@comcast.net

PAMELA SIMON, INDIVIDUALLY
psimon@stpcorp.com

ROBERT SPALLINA, ESQ., INDIVIDUALLY
rspallina@comcast.net

DONALD R TESCHER, ESQ.
dtescher@tescherspallina.com

THEODORE STUART BERNSTEIN, INDIVIDUALLY
tbernstein@lifeinsuranceconcepts.com

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

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Tuesday, May 24, 2016

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*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

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

PROBATE DIVISION

CASE NO:

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

RESIGNED TRUSTEE'S PETITION FOR INSTRUCTIONS, APPROVAL OF FINAL ACCOUNTING, RELEASE AND DISCHARGE

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE, as the resigned trustee of three irrevocable trusts created by Simon Bernstein for the benefit of his grandchildren, Joshua, Jake and Daniel Bernstein, sues ELIOT AND CANDICE BERNSTEIN, as the parents and natural guardians of minors, JOSHUA, JAKE AND DANIEL BERNSTEIN, and states:

Parties, Jurisdiction and Venue

1. This is an action pursuant to Fla. Stat. § 736.0201 for (i) instructions regarding the delivery of trust property upon the sole trustee's resignation; (ii) approval of the resigned trustee's final accounting; and (iii) release and discharge of the resigned trustee.

2. Petitioner, Oppenheimer Trust Company of Delaware ("Oppenheimer"), is a Delaware corporation with its principal place of business in Wilmington, Delaware.

3. Respondents, Eliot and Candice Bernstein, are the parents and natural guardians of minors, Joshua, Jake and Daniel Bernstein, and reside with them in Palm Beach County, Florida. Joshua, Jake and Daniel Bernstein are the sole beneficiaries under three irrevocable trusts (the "Trusts") created by their late grandfather, Simon Bernstein, on September 7, 2006. Copies of the Trusts are attached hereto as Exhibits "A" through "C."

4. Jurisdiction and venue are proper in Palm Beach County, Florida because the beneficiaries of the Trusts reside here.

Oppenheimer's Appointment, Service and Resignation As Trustee

5. Gerald R. Lewin was the initial trustee of the Trusts.

6. On September 5, 2007, Mr. Lewin resigned as trustee and appointed Stanford Trust Company as his successor pursuant to Section 5.3 of the Trusts.

7. By virtue of an April 23, 2009 Order entered by the United States District Court for the Northern District of Texas in the matter of *SEC v. Stanford International Bank, Ltd., et. al.*, Case No. 3-09CV0298-N, Stanford Trust Company was deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trusts. A copy of that Order is attached hereto as Exhibit "D." Stanford Trust Company's resignation/removal left the Trusts without a trustee.

8. In 2010, Eliot and Candice Bernstein, as the parents and natural guardians of Joshua, Jake and Daniel Bernstein, filed *Petitions to Appoint Successor Trustee* for each of the Trusts in the Circuit Court in and for Palm Brach County, Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB.

9. On July 8, 2010, the Palm Beach Probate Court entered *Final Orders on Petition to Appoint Successor Trustee*, appointing Oppenheimer as the successor trustee of each of the Trusts. Copies of those Orders and Oppenheimer's July 30, 2010 acceptance of the appointments are attached hereto as Composite Exhibits "E" through "G."

10. By letter dated April 22, 2014 (the "Notice of Resignation"), Oppenheimer resigned as trustee effective May 26, 2014. A copy of the Notice of Resignation is attached hereto as Exhibit "H."

11. In the Notice of Resignation, Oppenheimer advised Eliot and Candice Bernstein of their right and obligation to appoint a successor corporate trustee. To date, they have declined to do so.

12. In addition to other relief requested herein, Oppenheimer requires instructions regarding the delivery of Trust assets in its possession to another trustee, or to Eliot and Candice Bernstein as the natural guardians of the beneficiaries.

Relevant Trust and Statutory Provisions

13. The Trusts provide, in relevant part, as follows:

> **5.2 Resignation.** Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
>
> **5.3 Power to Name Other Trustees.** Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

14. Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

15. Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

16. Finally, Fla. Stat. § 736.0707 requires a resigned trustee to deliver trust property to a successor trustee or other person entitled to the property, and provides that the resigned trustee has the duties of a trustee, and the power necessary to protect the trust property, until the property is so delivered.

Count I – For Instructions Regarding the Delivery of Trust Property

17. Oppenheimer reincorporates the allegations set forth in paragraphs 1 through 16.

18. Oppenheimer, as the resigned trustee, is required to deliver the Trust property in its possession to a successor trustee or another authorized person.

19. Because Candice and Eliot Bernstein, as the natural guardians of the beneficiaries, have failed to appoint a successor corporate trustee, the Court must either (i) appoint a successor trustee to whom Oppenheimer may deliver the Trust property or (ii)

terminate the Trusts and permit Oppenheimer to deliver the Trust property to Eliot and Candice Bernstein, as the natural guardians of the Trusts' beneficiaries.

WHEREFORE, Oppenheimer requests instructions regarding the delivery of Trust property in its possession, all relief ancillary thereto (including the appointment of a successor trustee or termination of the Trusts), and such other relief as is just and proper.

Count II – For Approval of Final Accounting, Release and Discharge

20. Oppenheimer reincorporates the allegations set forth in paragraphs 1 through 16.

21. Oppenheimer, as the resigned trustee of the Trusts, requests review, settlement and approval of its final accounting to be filed herein, and for an order releasing and discharging Oppenheimer from all claims arising out of or related to its service as trustee.

WHEREFORE, Oppenheimer requests review, settlement and approval of its final accounting to be filed herein, for an order releasing and discharging Oppenheimer from all claims arising out of or related to its service as trustee, and such other relief as is just and proper.

Attorneys' Fees and Costs

Oppenheimer requests reimbursement from the Trusts and/or Eliot and Candice Bernstein for all attorneys' fees and costs incurred by Oppenheimer in this action, as permitted by the Trusts or the Florida Trust Code.

Dated: June 11, 2014

GRAYROBINSON, P.A.
Attorneys for Oppenheimer Trust Company of Delaware
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: */s/ Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

EXHIBIT A

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A.is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 **Type of Assets.** Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 **Original Assets.** Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 **Tangible Personal Property.** To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 **Specific Securities.** To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 **Property Transactions.** To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets.** To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors.** To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

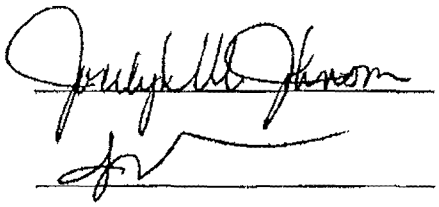
11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

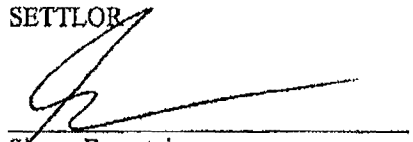
Executed as of the date first written above.

Signed in the presence of:



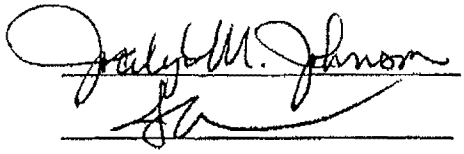
Two witnesses as to Simon Bernstein

SETTLOR



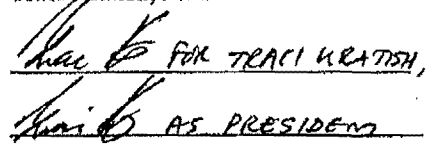
Simon Bernstein

Signed in the presence of:



Two witnesses as to Traci Kratish

TRUSTEE
Traci Kratish, P.A.



FOR TRACI KRATISH, P.A.

AS PRESIDENT

Traci Kratish, [redacted], President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT B

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Jake Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JAKE BERNSTEIN.

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a

beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 **Type of Assets.** Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 **Original Assets.** Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 **Tangible Personal Property.** To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 **Specific Securities.** To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 **Property Transactions.** To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets.** To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors.** To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 **Custodian.** To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 **Settle Claims.** To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 **Corporate Rights.** To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 **Partnership Interests.** To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 **Incorporation.** To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 **Delegation.** To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 **Advances.** To make cash advances or loans to beneficiaries, with or without security.

7.25 **Investment Manager.** To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 **Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 **Disclaim Assets or Powers.** To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 **Transfer Situs.** To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

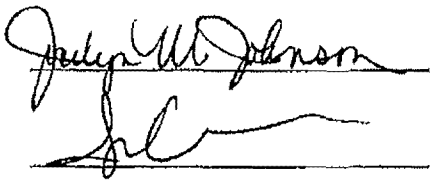
11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

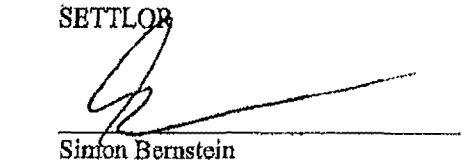
Executed as of the date first written above.

Signed in the presence of:



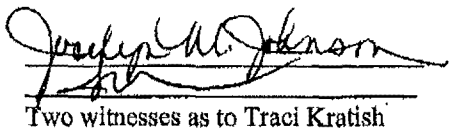
Two witnesses as to Simon Bernstein

SETTLOR



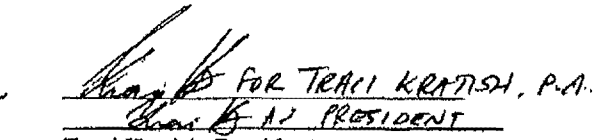
Simon Bernstein

Signed in the presence of:



Two witnesses as to Traci Kratish

TRUSTEE
Traci Kratish, P.A.



Traci Kratish, President

INITIALS _____
JAKE BERNSTEIN IRREVOCABLE TRUST

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT C

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Daniel Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, DANIEL BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

INITIALS _____
DANIEL BERNSTEIN IRREVOCABLE TRUST

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment

funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 **Property Transactions**. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money**. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets**. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors**. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions**. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform

Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 **Custodian.** To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 **Settle Claims.** To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 **Corporate Rights.** To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 **Partnership Interests.** To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all

rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 **Valuations.** In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 **Incorporation.** To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 **Delegation.** To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 **Advances.** To make cash advances or loans to beneficiaries, with or without security.

7.25 **Investment Manager.** To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 **Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 **Disclaim Assets or Powers.** To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 **Transfer Situs.** To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 **Qualified Subchapter S Trust.** If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes,** will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No.: 3-09CV0298-N
	§	
STANFORD INTERNATIONAL BANK, LTD.,	§	
STANFORD GROUP COMPANY,	§	
STANFORD CAPITAL MANAGEMENT, LLC,	§	
R. ALLEN STANFORD, JAMES M. DAVIS, and	§	
LAURA PENDERGEST-HOLT,	§	
	§	
Defendants.	§	

ORDER GRANTING RECEIVER'S UNOPPOSED MOTION FOR ORDER AUTHORIZING (1) RELEASE OF CERTAIN CUSTOMER ACCOUNTS, (2) AS ESTABLISHING THE RESIGNATION OF STANFORD TRUST COMPANY FIDUCIARY AND (3) AUTHORIZING THE RECEIVER TO TAKE ACTIONS NECESSARY TO TRANSFER STANFORD TRUST COMPANY ACCOUNTS

Came on to be considered the Receiver's Motion for Order (1) Authorizing Release of Certain Customer Accounts, (2) Establishing the Resignation of Stanford Trust Company as Fiduciary and (3) Authorizing the Receiver to Take Actions Necessary to Transfer Stanford Trust Company Accounts. After considering the Receiver's motion, all responses thereto, if any, all evidence submitted to the Court and the arguments of counsel, the Court is of the opinion that said motion should be GRANTED in all respects.

IT IS THEREFORE ORDERED THAT the Receiver's Motion for Order (1) Authorizing Release of Certain Customer Accounts, (2) Establishing the Resignation of Stanford Trust Company

as Fiduciary and (3) Authorizing the Receiver to Take Actions Necessary to Transfer Stanford Trust Company Accounts is GRANTED in all respects.

IT IS FURTHER ORDERED THAT the Receiver is authorized to release all Stanford Trust Company ("STC") customer accounts located at SEI Private Trust Company, except those accounts that (1) are owned by, or for the benefit of, an individual Defendant or by any person who, based on records available to the Receiver, had any of the following relationships to any Defendant or to any entity owned or controlled by the Defendants: shareholder, member of the board of directors, member of senior management (as determined by the Receiver in his sole discretion) or registered representative or financial advisor who earned commissions or fees based on certificates of deposit from Stanford International Bank, Ltd. ("CDs") or owed loans to Stanford Group Company; (2) are owned by, or for the benefit of, the Stanford companies; (3) based on data available to the Receiver, currently hold a CD or that since February 17, 2005, have purchased, sold or received any interest from a CD; (4) are related by social security number or tax identification number to any Pershing LLC or JP Morgan Clearing Corp. account currently subject to the asset hold pursuant to this Court's First or Second Order Authorizing Release of Certain Customer Accounts issued March 5 and March 12, 2009, respectively; or (5) are related to accounts in categories 1 through 4 by social security number or tax identification number, when available. Such releases shall be made in accordance with the procedures to be published by the Receiver on the receivership website promptly after entry of the order requested hereby.

IT IS FURTHER ORDERED THAT all STC customer accounts not released by this Order remain frozen in accordance with the Court's earlier orders.

IT IS FURTHER ORDERED THAT the release of the above-described accounts is subject

to the Receiver's right to pursue claims against customers who have received proceeds from fraudulent activities or products.

IT IS FURTHER ORDERED THAT STC is deemed to have resigned or been removed as fiduciary for any and all STC fiduciary accounts in accordance with applicable state law, and that such resignation or removal is accepted by this Court and effective upon the appointment of a successor fiduciary with respect to such account in accordance with either the terms of the governing instrument or applicable state law.

IT IS FURTHER ORDERED THAT the Receiver may take any and all actions, including the filing of extensions of time to file income tax returns, as may be necessary or appropriate to facilitate the transfer of fiduciary assets to an appropriate entity or individual that will act as a successor fiduciary, and that the Receiver will not incur any liability as a result of taking any such actions.

IT IS FURTHER ORDERED THAT this Order is not a final adjudication of the Receiver's rights with respect to the released accounts.

Signed April 23, 2009.

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

EXHIBIT E

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION:
FILE NUMBER: 502010CP003128XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By: Hunt Worth

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

☐ Personally Known
☐ Produced Identification/Type of Identification Produced COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 19, 2013

N:\WPDATA\dr\Bernstein, Shirley & Simon\Grandchildren's Trust Successor Trustee Appointments\Acceptance a Trustee.wpd

EXHIBIT F

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CTY BRANCH

2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003125XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003125XXXXSB, does hereby accept its appointment as Successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30 day of JULY, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By: Hunt Worth

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 10, 2013

☒ Personally Known
☐ Produced Identification/Type of Identification Produced

N:\WPDATA\dnB\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance re Trustee.wpd

EXHIBIT G

SHARON R. BOOK
PALM BEACH COUNTY
SOUTH CITY BRANCH

2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003123XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOOK
CLERK & COMPTROLLER
By
DEPUTY CLERK

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003123XXXXSB, does hereby accept its appointment as Successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By: Hunt Worth

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30th day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known

☐ Produced Identification/Type of Identification Produced

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 19, 2013

N:\WPDATA\dr\Bernstein, Shirley & Simon\Grandchildren's Trust\Successor Trustee Appointment\Acceptance as Trustee for Daniel

EXHIBIT H

GRAY|ROBINSON
ATTORNEYS AT LAW

433 PLAZA REAL, SUITE 339
BOCA RATON, FLORIDA 33432
TEL 561-368-3808
FAX 561-368-4008

BOCA RATON
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

561-886-4122
STEVEN.LESSNE@GRAY-ROBINSON.COM

April 22, 2014

VIA E-MAIL, FEDERAL EXPRESS AND CERTIFIED MAIL

Eliot and Candice Bernstein
as the natural guardians of Joshua, Jacob and Daniel Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434-3459

Re: Resignation as Trustee of Trusts for the benefit of Joshua, Jacob and Daniel Bernstein; Offer to Resign as Manager of Bernstein Family Realty, LLC

Dear Mr. and Mrs. Bernstein:

I represent, and am writing to you on behalf of, Oppenheimer Trust Company of Delaware ("Oppenheimer"), in its capacity as Trustee of the three trusts created by Simon Bernstein for the benefit of your minor children, Joshua, Jacob and Daniel Bernstein (the "Trusts"). This letter is directed to you, as the parents and natural guardians of Joshua, Jacob and Daniel Bernstein (the "Beneficiaries"), and will constitute due notice to the Beneficiaries under the Trusts and Florida law.

Oppenheimer hereby notifies you that it will resign as Trustee of the Trusts effective May 26, 2014 (the "Effective Date"). You, as the natural guardians of the Beneficiaries, have the right and obligation to appoint a successor corporate trustee. If you do not provide Oppenheimer, through me, with a written document evidencing that a successor corporate trustee has been appointed and has accepted the appointment before the Effective Date, Oppenheimer will petition the Court to either appoint a successor trustee or terminate the Trusts and distribute their assets to you, as natural guardians of the Beneficiaries.

For your information, the Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

> **(1) A trustee may resign:**
>
> **(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...**

Finally, Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

> **(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:**
>
> **(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.**
>
> **(b) By a person appointed by unanimous agreement of the qualified beneficiaries.**
>
> **(c) By a person appointed by the court.**

Please let me know of your intentions with regard to the appointment of a successor trustee before the Effective Date.

I am also writing to you on behalf of Oppenheimer, in its capacity as the Manager of Bernstein Family Realty, LLC (the "Company"). As you know, the Trusts are the sole owners and members of the Company, and the Company owns the house occupied by you and the Beneficiaries. Oppenheimer understands that the house is encumbered by two mortgages which probably exceed the value of the house. A third party, William Stansbury, claims that he is entitled to an equitable lien on the house, and he has sued the Company to establish such a lien. At Oppenheimer's direction, the Company is defending the lawsuit in order to avoid the claimed third lien on the house.

You have expressed unhappiness with Oppenheimer's management of the Company. In light of Oppenheimer's decision to resign as Trustee, Oppenheimer would like to offer you the opportunity to assume management of the Company, or appoint another successor manager, so that you or your chosen manager can defend the Stansbury lawsuit, operate the Company and deal with third parties on behalf of the Company as you deem to be in the best interest of the Company's members and, ultimately, your children. If you would like Oppenheimer to resign as Manager, please notify me in writing, before the Effective Date, of your selection of an appropriate successor manager and the successor's agreement to serve. Upon receipt of your selection, Oppenheimer will resign as Manager and, on behalf of the member Trusts, appoint your chosen successor.

Please note that, if you do not request Oppenheimer's earlier resignation and designate a successor manager, it is Oppenheimer's intent to resign as Manager of the Company after a successor trustee is appointed or the Trusts are terminated. At that point, it will be up to the successor trustee or you, as natural guardians of the Beneficiaries, to appoint a new manager.

If you have any questions regarding the foregoing, please contact me or have your attorney do so.

Very truly yours,

Steven A. Lessne FOR

SAL/sl

cc: Oppenheimer Trust Company of Delaware *(via e-mail and U.S. Mail)*

\824478\2 - # 2906960 v1

Filing # 15557326 Electronically Filed 07/03/2014 02:40:44 PM

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

OPPENHEIMER TRUST COMPANY OF DELAWARE, IN ITS CAPACITY AS RESIGNED TRUSTEE OF THE SIMON BERNSTEIN IRREVOCABLE TRUSTS CREATED FOR THE BENEFIT OF JOSHUA, JAKE AND DANIEL BERNSTEIN,

Petitioner,

v.

ELIOT AND CANDICE BERNSTEIN, IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Respondents,

_____/

HON. JEFFREY DANA GILLEN

MOTION FOR EXTENSION OF TIME TO ANSWER AND COUNTER COMPLAIN

COMES NOW, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), both PRO SE, as Guardians for their three minor children and hereby files this "MOTION FOR EXTENSION OF TIME TO ANSWER AND COUNTER COMPLAIN" and in support thereof states, as follows:

1. That Eliot Bernstein and Candice Bernstein are in related cases to this matter in the following Probate Cases before Hon. Judge Martin Colin, Case # 502012CP004391XXXXSB and

Case # 502011CP000653XXXXSB and a Federal Lawsuit in the US District Court of Eastern Illinois, Case # Case No. 13-cv-03643 before the Hon. Judge Amy St. Eve. Where the Trusts in this lawsuit were started and funded by Simon Bernstein ("Simon") and Shirley Bernstein ("Shirley") the Decedents in the ongoing Probate actions.

2. That it is unclear why Oppenheimer has filed a new case in this Court with Your Honor versus bringing this matter before Judge Colin where they know there are ongoing actions that are related to these same matters.
3. That in those complex cases there is already proven FRAUDULENT NOTARIZATIONS of documents, including Post Mortem Forgeries, arrests have been made, a conviction[1] and new admissions by Attorney at Law, Robert Spallina, Esq. ("Spallina") of the Law Firm, Tescher & Spallina, P.A. ("TS") to West Palm Beach County Sheriff Detectives[2] that he altered Trust documents to materially change beneficiaries through a complex fraud currently under ongoing investigation with state and federal, civil and criminal, ongoing actions.
4. That both Spallina and his partner Donald Tescher, Esq. have since been removed as acting Personal Representatives/Co-Trustees/Counsel in the Estates and Trusts of both Simon and Shirley[3].

---

[1] Kimberly Moran Arrest Report
http://www.iviewit.tv/Simon and Shirley Estate/20131202 Kimberly Moran Arrest Report.pdf
and
http://www.iviewit.tv/Simon and Shirley Estate/20140110 Kimberly Moran Criminal Docket 50-2013-CF-010745-AXXX-MB.pdf

[2] West Palm Beach County Sheriff Report Fraud – SPALLINA ADMITS ALTERING TRUST DOCUMENTS POST MORTEM
http://www.iviewit.tv/20140131PBSOReport.pdf

[3] Spallina and Tescher Resignation Letters
http://www.iviewit.tv/20140114 Tescher and Spallina Resignation Letter as PR in estates of Simon and Shirley.pdf

5. That the Notary Public, Kimberly Moran ("Moran") for TS has been arrested and convicted of Fraud and admitted to forging six documents for six separate parties including post mortem for Simon Bernstein.
6. That Moran has been relieved of her Notary Public license by the Florida Governor Rick Scott's Notary Public Division.
7. That the Estate of Shirley that was closed has been reopened by Judge Colin due to the fraudulent activity by Officers of his Court and Fiduciaries.
8. That there are 1 ½ days of hearings scheduled for July 11th and July 16th of which the outcome of those matters may have significant bearing on these matters and since Eliot and Candice are representing themselves Pro Se in those matters their time has been focused primarily on these critical hearings in Judge Colin's court and have been unable to divest time, energy and resources to Answer and Counter Complain to the initial Summons that was served.
9. That Eliot has booked extensive oral/maxillary work for three weeks with Dr. Ronik Seecharan, (561) 395-3244, following the July 16th hearing, where after he will be in severe pain and medicated throughout that time.
10. That for all of the following reasons, Eliot and Candice pray that this Court allow them 45 days from the date the attached Order is signed by Your Honor to properly respond to the Summons.

WHEREFORE, Eliot requests that this Court enter an order granting,

i. An Extension of time to file an Answer and Counter Complaint no later than 45 days from the date of this Order.

Filed on Thursday, July 03, 2014

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children.

X _____

Candice Bernstein, Pro Se, as legal guardian on behalf of her three minor children.

X _____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Thursday, July 03, 2014.

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children

X _____

SERVICE LIST

GRAY ROBINSON, P.A.
Attorneys for Oppenheimer Trust Company of Delaware
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808
Steven A. Lessne
Florida Bar No. 107514
steven.lessne@gray-robinson.com

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

OPPENHEIMER TRUST COMPANY OF DELAWARE, IN ITS CAPACITY AS RESIGNED TRUSTEE OF THE SIMON BERNSTEIN IRREVOCABLE TRUSTS CREATED FOR THE BENEFIT OF JOSHUA, JAKE AND DANIEL BERNSTEIN,

Petitioner,

v.

ELIOT AND CANDICE BERNSTEIN, IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Respondents,

_____/

HON. JEFFREY DANA GILLEN

ORDER GRANTING MOTION FOR EXTENSION OF TIME TO ANSWER AND COUNTER COMPLAINT

UPON CONSIDERATION OF THIS MATTER for an Extension of time, it is hereby

ORDERED AND ADJUDGED that the Motion for Extension of time is hereby _____. That Respondents Eliot and Candice Bernstein are required to serve their Answer and Counter Complaint by 45 days from the date of this Order.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County,

Florida, on this _____ day of _____, 2014.

_____
JEFFREY DANA GILLEN, Circuit Judge

Copies Furnished: Judge Martin Colin

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

2014 JUL 16 PM 2:5[illegible]
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

AGREED ORDER ON RESPONDENTS' MOTION FOR EXTENSION OF TIME TO ANSWER AND COUNTER COMPLAIN

THIS CAUSE came before the Court upon the *Motion for Extension of Time to Answer and Counter Complain* filed by Respondents, Eliot and Candice Bernstein, in their capacity as parents and natural guardians of Joshua, Jake and Daniel Bernstein, and having been advised that the parties are in agreement, it is hereupon

ORDERED AND ADJUDGED that the Motion for Extension of time is granted in part. Respondents shall have through and including July 30, 2014 to respond to the Petition and assert defenses and counterclaims.

DONE AND ORDERED in Chambers, Palm Beach County, Florida this 16 day of July, 2014.

Hon. Martin H. Colin, Circuit Judge

Copies to:
Steven A. Lessne, Esq.
Eliot and Candice Bernstein

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

OPPENHEIMER TRUST COMPANY OF DELAWARE, IN ITS CAPACITY AS RESIGNED TRUSTEE OF THE SIMON BERNSTEIN IRREVOCABLE TRUSTS CREATED FOR THE BENEFIT OF JOSHUA, JAKE AND DANIEL BERNSTEIN,

Petitioner,

v.

ELIOT AND CANDICE BERNSTEIN, IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Respondents,

_____/

HON. JEFFREY DANA GILLEN
TRANSFERRED TO HON. MARTIN COLIN

ANSWER

COMES NOW, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), both PRO SE, Eliot as Beneficiary and Interested Party both for himself personally and with Candice as Guardians for their three minor children ("Petitioners") and hereby files this "ANSWER AND COUNTER COMPLAINT" and in support thereof states, as follows:

ANSWER

1. This is an action pursuant to Fla. Stat. § 736.0201 for (i) instructions regarding the delivery of trust property upon the sole trustee's resignation; (ii) approval of the resigned trustee's final accounting; and (iii) release and discharge of the resigned trustee.

   ANSWER – Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

2. Petitioner, Oppenheimer Trust Company of Delaware ("Oppenheimer"), is a Delaware corporation with its principal place of business in Wilmington, Delaware.

   ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

3. Respondents, Eliot and Candice Bernstein, are the parents and natural guardians of minors, Joshua, Jake and Daniel Bernstein, and reside with them in Palm Beach County, Florida. Joshua, Jake and Daniel Bernstein are the sole beneficiaries under three in-evocable trusts (the "Trusts") created by their late grandfather, Simon Bernstein, on September 7, 2006. Copies of the Trusts are attached hereto as Exhibits "A" through "C."

   ANSWER – Admit in part, deny in part. Admit Eliot and Candice are the parents and natural guardians of minors, Joshua, Jacob (not Jake as claimed as his legal name is Jacob) and Daniel Bernstein. Petitioners lack sufficient information and knowledge regarding the remainder to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

4. Jurisdiction and venue are proper in Palm Beach County, Florida because the beneficiaries of the Trusts reside here.

   ANSWER – Admit in part, deny in part. Admit the beneficiaries reside in Florida. Petitioners lack sufficient information and knowledge regarding the remainder to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

5. Gerald R. Lewin was the initial trustee of the Trusts.

ANSWER - DENY

6. On September 5, 2007, Mr. Lewin resigned as trustee and appointed Stanford Trust Company as his successor pursuant to Section 5 .3 of the Trusts.

   ANSWSER – DENY. Gerald Lewin was never the trustee of the children's trusts and was never appointed Stanford Trust Company as his successor pursuant to Section 5.3 of the Trusts.

7. By virtue of an April 23, 2009 Order entered by the United States District Court for the Northern District of Texas in the matter of SEC v. Stanford International Bank, Ltd., et. al., Case No. 3-09CV0298-N, Stanford Trust Company was deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trusts. A copy of that Order is attached hereto as Exhibit "D." Stanford Trust Company's resignation/removal left the Trusts without a trustee.

   ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

8. In 2010, Eliot and Candice Bernstein, as the parents and natural guardians of Joshua, Jake and Daniel Bernstein, filed Petitions to Appoint Successor Trustee for each of the Trusts in the Circuit Court in and for Palm Brach County, Case Nos. 50201 OCP003123XXXX.SB, 50201 OCP003125XXXXSB and 50201 OCP003128XXXXSB.

   ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

9. On July 8, 2010, the Palm Beach Probate Court entered Final Orders on Petition to Appoint Successor Trustee, appointing Oppenheimer as the successor trustee of each of the Trusts. Copies of those Orders and Oppenheimer's July 30, 2010 acceptance of the appointments are attached hereto as Composite Exhibits "E" through "G."

   ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

10. By letter dated April 22, 2014 (the "Notice of Resignation"), Oppenheimer resigned as trustee effective May 26, 2014. A copy of the Notice of Resignation is attached hereto as Exhibit "H."

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

11. In the Notice of Resignation, Oppenheimer advised Eliot and Candice Bernstein of their right and obligation to appoint a successor corporate trustee. To date, they have declined to do so.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

12. In addition to other relief requested herein, Oppenheimer requires instructions regarding the delivery of Trust assets in its possession to another trustee, or to Eliot and Candice Bernstein as the natural guardians of the beneficiaries.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

13. The Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co· Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settler ever be appointed as the Trustee

under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

14. Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

15. Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

16. Finally, Fla. Stat. § 736.0707 requires a resigned trustee to deliver trust property to a successor trustee or other person entitled to the property, and provides that the resigned trustee has the duties of a trustee, and the power necessary to protect the trust property, until the property is so delivered.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

17. Oppenheimer reincorporates the allegations set forth in paragraphs 1 through 16.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

18. Oppenheimer, as the resigned trustee, is required to deliver the Trust property in its possession to a successor trustee or another authorized person.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

19. Because Candice and Eliot Bernstein, as the natural guardians of the beneficiaries, have failed to appoint a successor corporate trustee, the Court must either (i) appoint a successor trustee to whom Oppenheimer may deliver the Trust property or (ii) terminate the Trusts and permit Oppenheimer to deliver the Trust propeliy to Eliot and Candice Bernstein, as the natural guardians of the Trusts' beneficiaries.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

20. Oppenheimer reincorporates the allegations set forth in paragraphs 1through16.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

21. Oppenheimer, as the resigned trustee of the Trusts, requests review, settlement and approval of its final accounting to be filed herein, and for an order releasing and discharging Oppenheimer from all claims arising out of or related to its service as trustee.

ANSWER - Petitioners lack sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

Filed on Wednesday, July 30, 2014

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children.

X _____

Candice Bernstein, Pro Se, as legal guardian on behalf of her three minor children.

X _____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Wednesday, July 30, 2014.

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children

X _____

SERVICE LIST

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Ted Bernstein
880 Berkeley
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Donald Tescher, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Ted Bernstein
Life Insurance Concepts et al.
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

TESCHER & SPALLINA, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Alan B. Rose, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
arose@pm-law.com
and
arose@mrachek-law.com

Pamela Simon
President
STP Enterprises, Inc.
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
psimon@stpcorp.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

L. Louis Mrachek, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
lmrachek@mrachek-law.com

Charles D. Rubin
Managing Partner
Gutter Chaves Josepher Rubin Forman
Fleisher Miller PA
Boca Corporate Center
2101 NW Corporate Blvd., Suite 107
Boca Raton, FL 33431-7343
crubin@floridatax.com

Kimberly Moran
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
kmoran@tescherspallina.com

Lindsay Baxley aka Lindsay Giles
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
lindsay@lifeinsuranceconcepts.com

Gerald R. Lewin
CBIZ MHM, LLC
1675 N Military Trail
Fifth Floor
Boca Raton, FL 33486
jlewin@cbiz.com

Clair A. Rood, Jr.
Senior Managing Director
CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC
175 South West Temple, Suite 650
Salt Lake City, UT 84101
crood@cbiz.com

Joseph M Leccese
Chairman of the Firm
Proskauer
Eleven Times Square
New York, NY 10036
t: 212.969.3000
f: 212.969.2900
info@proskauer.com
jleccese@proskauer.com

Albert Gortz, Esq.
Proskauer Rose LLP
One Boca Place
2255 Glades Road
Suite 421 Atrium
Boca Raton, FL 33431-7360
agortz@proskauer.com

Christopher Stroup
Chairman of the Board of Directors and Chief Executive Officer
Heritage Union
A member of WiltonRe Group of Companies
187 Danbury Road
Wilton, CT 06897
cstroup@wiltonre.com
msarlitto@wiltonre.com

Estate of Simon Bernstein
Personal Representative
Brian M. O'Connell, Partner
Ciklin Lubitz Martens & O'Connell
515 N Flagler Drive
20th Floor
West Palm Beach, FL 33401
boconnell@ciklinlubitz.com
jfoglietta@ciklinlubitz.com

Steven Lessne, Esq.
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
steven.lessne@gray-robinson.com

Byrd F. "Biff" Marshall, Jr.
President & Managing Director
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
biff.marshall@gray-robinson.com

T&S Registered Agents, LLC
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com
dtescher@tescherspallina.com

Chicago Title Land Trust Company
10 S. LaSalle Street,
Suite 2750
Chicago, IL 60603
David Lanciotti,
Exec Vice Pres and General Counsel
David.Lanciotti@ctt.com

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

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

Dennis McNamara
Executive Vice President and General Counsel
Oppenheimer & Co. Inc.
Corporate Headquarters
125 Broad Street
New York, NY 10004
800-221-5588
Dennis.mcnamara@opco.com
info@opco.com

Hunt Worth, Esq.
President
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
302-792-3500
hunt.worth@opco.com

Dennis G. Bedley
Chairman of the Board, Director and Chief Executive Officer
Legacy Bank of Florida
Glades Twin Plaza
2300 Glades Road
Suite 120 West – Executive Office
Boca Raton, FL 33431
info@legacybankfl.com
DBedley@LegacyBankFL.com

Neil Wolfson
President & Chief Executive Officer
Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890-0001
nwolfson@wilmingtontrust.com

Ralph S. Janvey
Krage & Janvey, L.L.P.
Federal Court Appointed Receiver
Stanford Financial Group
2100 Ross Ave, Dallas, TX 75201
rjanvey@kjllp.com

James Dimon
Chairman of the Board and Chief Executive Officer
JP Morgan Chase & CO.
270 Park Ave. New York, NY 10017-2070
Jamie.dimon@jpmchase.com

Janet Craig
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
Janet.Craig@opco.com

William McCabe
Oppenheimer & Co., Inc.
85 Broad St Fl 25
New York, NY 10004
William.McCabe@opco.com

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*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

ELIOT AND CANDICE BERNSTEIN,

IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Plaintiffs,

v.

HON. JEFFREY DANA GILLEN
TRANSFERRED TO
HON. MARTIN COLIN

JURY TRIAL REQUESTED

OPPENHEIMER & CO. INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
OPPENHEIMER TRUST COMPANY OF DELAWARE AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LEGACY BANK OF FLORIDA AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
STANFORD FINANCIAL GROUP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JP MORGAN CHASE & CO. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JANET CRAIG, INDIVIDUALLY;
JANET CRAIG, PROFESSIONALLY;
HUNT WORTH, INDIVIDUALLY;

DECLARATION THAT THIS PROCEEDING AND OTHERS RELATED ARE ADVERSARY

HUNT WORTH, PROFESSIONALLY;
WILLIAM MCCABE, ESQ., INDIVIDUALLY;
WILLIAM MCCABE, ESQ., PROFESSIONALLY;
THEODORE STUART BERNSTEIN, INDIVIDUALLY;
PAMELA SIMON, INDIVIDUALLY;
STP ENTERPRISES, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ROBERT SPALLINA, ESQ., INDIVIDUALLY;
ROBERT SPALLINA, ESQ., PROFESSIONALLY;
DONALD R. TESCHER, ESQ., PERSONALLY;
DONALD R. TESCHER, ESQ., PROFESSIONALLY;
GUTTER CHAVES JOSEPHER RUBIN FORMAN FLEISHER MILLER P.A. FKA TESCHER GUTTER CHAVES JOSEPHER RUBIN RUFFIN & FORMAN AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TESCHER & SPALLINA, P.A., AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
MARK MANCERI, ESQ., PERSONALLY;
MARK MANCERI, ESQ., PROFESSIONALLY;
MARK R. MANCERI, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
PAGE, MRACHEK, FITZGERALD & ROSE, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ALAN B. ROSE, ESQ. – PERSONALLY;
ALAN B. ROSE, ESQ. – PROFESSIONALLY;
PANKAUSKI LAW FIRM PLLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL,

MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JOHN J. PANKAUSKI, ESQ. – PERSONALLY;
JOHN J. PANKAUSKI, ESQ. – PROFESSIONALLY;
KIMBERLY FRANCIS MORAN – PERSONALLY;
KIMBERLY FRANCIS MORAN – PROFESSIONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES – PERSONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES – PROFESSIONALLY;
GERALD R. LEWIN, CPA – PERSONALLY;
GERALD R. LEWIN, CPA – PROFESSIONALLY;
CBIZ, INC. (NYSE: CBZ) AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, CPA'S, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
SIMON L. BERNSTEIN TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SIMON BERNSTEIN (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SIMON BERNSTEIN (2012) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL (EXCLUDING BENJAMIN BROWN AND BRIAN O'CONNELL);
SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
WILMINGTON TRUST COMPANY AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995

(CURRENTLY MISSING AND LEGALLY NONEXISTENT) AND ITS CURRENT ALLEGED AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
THE 2000 LAST WILL AND TESTAMENT OF SIMON BERNSTEIN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
THE 2000 LAST WILL AND TESTAMENT OF SHIRLEY BERNSTEIN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ALBERT GORTZ, ESQ. – PERSONALLY;
ALBERT GORTZ, ESQ. – PROFESSIONALLY;
PROSKAUER ROSE, LLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
MARITAL TRUST AND FAMILY TRUST CREATED BY SHIRLEY BERNSTEIN TRUST (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
BERNSTEIN FAMILY REALTY, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
BERNSTEIN HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
BERNSTEIN FAMILY INVESTMENTS, LLLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONCEPTS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES,

SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
CFC OF DELAWARE, LLC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONNECTION, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TSB HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TSB INVESTMENTS LLLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONCEPTS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE INNOVATIONS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL MANAGEMENT LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL MARKETING, INC. AND ITS CURRENT AND FORMER

DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TOTAL BROKERAGE SOLUTIONS LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
CAMBRIDGE FINANCING COMPANY AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICE ASSOCIATION, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICE CORP (FLORIDA) AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICES PENSION PLAN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ARBITRAGE INTERNATIONAL MARKETING INC. 401 (K) PLAN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
S.B. LEXINGTON, INC. 501(C)(9) VEBA TRUST;
TRUST F/B/O JOSHUA BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
TRUST F/B/O DANIEL BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
TRUST F/B/O JAKE BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;

DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
HERITAGE UNION LIFE AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LISA FRIEDSTEIN;
JILL 1ANTONI;
STEVEN A. LESSNE, ESQ., PERSONALLY;
STEVEN A. LESSNE, ESQ., PROFESSIONALLY;
GRAYROBINSON, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
T&S REGISTERED AGENTS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;;
LASALLE NATIONAL TRUST, NA AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JOHN AND JANE DOE'S (1-5000),

Defendants,

_____/

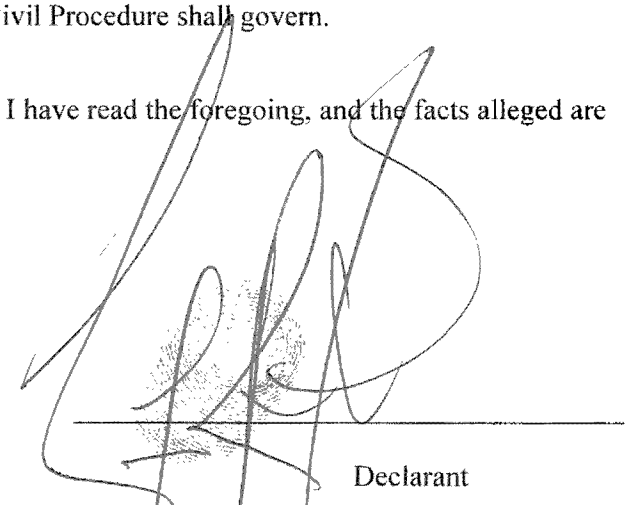
DECLARATION THAT THIS PROCEEDING AND OTHERS RELATED ARE ADVERSARY

The Undersigned, Eliot Ivan Bernstein, alleges:

1. There is now pending in the above Estates and Trusts of Simon and Shirley Bernstein proceedings,
    i. Simon Bernstein Estate
    ii. Shirley Bernstein Estate
    iii. Simon Bernstein Amended and Restated Trust
    iv. Shirley Bernstein Trust Agreement
    v. Trusts created for the benefit of Joshua, Jacob and Daniel Bernstein
2. Pursuant to Florida Probate Rule, 5.025(b), the undersigned hereby declares the proceedings to be adversary.
3. Hereafter all proceedings relating thereto, as nearly as practicable, shall be constructed similar to suits of a civil nature, and the Florida Rules of Civil Procedure shall govern.

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 Wednesday, July 30, 2014.



Declarant

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children.
2753 NW 34th Street
Boca Raton, FL 33434

SERVICE LIST

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Ted Bernstein
880 Berkeley
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Donald Tescher, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Ted Bernstein
Life Insurance Concepts et al.
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

TESCHER & SPALLINA, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Alan B. Rose, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
arose@pm-law.com
and
arose@mrachek-law.com

Pamela Simon
President
STP Enterprises, Inc.
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
psimon@stpcorp.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

L. Louis Mrachek, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
lmrachek@mrachek-law.com

Charles D. Rubin
Managing Partner
Gutter Chaves Josepher Rubin Forman
Fleisher Miller PA
Boca Corporate Center
2101 NW Corporate Blvd., Suite 107
Boca Raton, FL 33431-7343
crubin@floridatax.com

Kimberly Moran
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
kmoran@tescherspallina.com

Lindsay Baxley aka Lindsay Giles
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
lindsay@lifeinsuranceconcepts.com

Gerald R. Lewin
CBIZ MHM, LLC
1675 N Military Trail
Fifth Floor
Boca Raton, FL 33486
jlewin@cbiz.com

Clair A. Rood, Jr.
Senior Managing Director
CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC
175 South West Temple, Suite 650
Salt Lake City, UT 84101
crood@cbiz.com

Joseph M Leccese
Chairman of the Firm
Proskauer
Eleven Times Square
New York, NY 10036
t: 212.969.3000
f: 212.969.2900
info@proskauer.com
jleccese@proskauer.com

Albert Gortz, Esq.
Proskauer Rose LLP
One Boca Place
2255 Glades Road
Suite 421 Atrium
Boca Raton, FL 33431-7360
agortz@proskauer.com

Christopher Stroup
Chairman of the Board of Directors and Chief Executive Officer
Heritage Union
A member of WiltonRe Group of Companies
187 Danbury Road
Wilton, CT 06897
cstroup@wiltonre.com
msarlitto@wiltonre.com

Estate of Simon Bernstein
Personal Representative
Brian M. O'Connell, Partner
Ciklin Lubitz Martens & O'Connell
515 N Flagler Drive
20th Floor
West Palm Beach, FL 33401
boconnell@ciklinlubitz.com
jfoglietta@ciklinlubitz.com

Steven Lessne, Esq.
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
steven.lessne@gray-robinson.com

Byrd F. "Biff" Marshall, Jr.
President & Managing Director
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
biff.marshall@gray-robinson.com

T&S Registered Agents, LLC
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com
dtescher@tescherspallina.com

Chicago Title Land Trust Company
10 S. LaSalle Street,
Suite 2750
Chicago, IL 60603
David Lanciotti,
Exec Vice Pres and General Counsel
David.Lanciotti@ctt.com

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

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

Dennis McNamara
Executive Vice President and General Counsel
Oppenheimer & Co. Inc.
Corporate Headquarters
125 Broad Street
New York, NY 10004
800-221-5588
Dennis.mcnamara@opco.com
info@opco.com

Hunt Worth, Esq.
President
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
302-792-3500
hunt.worth@opco.com

Dennis G. Bedley
Chairman of the Board, Director and Chief Executive Officer
Legacy Bank of Florida
Glades Twin Plaza
2300 Glades Road
Suite 120 West – Executive Office
Boca Raton, FL 33431
info@legacybankfl.com
DBedley@LegacyBankFL.com

Neil Wolfson
President & Chief Executive Officer
Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890-0001
nwolfson@wilmingtontrust.com

Ralph S. Janvey
Krage & Janvey, L.L.P.
Federal Court Appointed Receiver
Stanford Financial Group
2100 Ross Ave, Dallas, TX 75201
rjanvey@kjllp.com

James Dimon
Chairman of the Board and Chief Executive Officer
JP Morgan Chase & CO.
270 Park Ave. New York, NY 10017-2070
Jamie.dimon@jpmchase.com

Janet Craig
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
Janet.Craig@opco.com

William McCabe
Oppenheimer & Co., Inc.
85 Broad St Fl 25
New York, NY 10004
William.McCabe@opco.com

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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

ELIOT AND CANDICE BERNSTEIN,

IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS, JURY TRIAL REQUESTED

Plaintiffs,

v.

HON. JEFFREY DANA GILLEN
TRANSFERRED TO
HON. MARTIN COLIN

OPPENHEIMER & CO. INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
OPPENHEIMER TRUST COMPANY OF DELAWARE AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LEGACY BANK OF FLORIDA AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
STANFORD FINANCIAL GROUP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JP MORGAN CHASE & CO. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JANET CRAIG, INDIVIDUALLY;
JANET CRAIG, PROFESSIONALLY;
HUNT WORTH, INDIVIDUALLY;

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK ***

HUNT WORTH, PROFESSIONALLY;
WILLIAM MCCABE, ESQ., INDIVIDUALLY;
WILLIAM MCCABE, ESQ., PROFESSIONALLY;
THEODORE STUART BERNSTEIN, INDIVIDUALLY;
PAMELA SIMON, INDIVIDUALLY;
STP ENTERPRISES, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ROBERT SPALLINA, ESQ., INDIVIDUALLY;
ROBERT SPALLINA, ESQ., PROFESSIONALLY;
DONALD R. TESCHER, ESQ., PERSONALLY;
DONALD R. TESCHER, ESQ., PROFESSIONALLY;
GUTTER CHAVES JOSEPHER RUBIN FORMAN FLEISHER MILLER P.A. FKA TESCHER GUTTER CHAVES JOSEPHER RUBIN RUFFIN & FORMAN AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TESCHER & SPALLINA, P.A., AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
MARK MANCERI, ESQ., PERSONALLY;
MARK MANCERI, ESQ., PROFESSIONALLY;
MARK R. MANCERI, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
PAGE, MRACHEK, FITZGERALD & ROSE, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ALAN B. ROSE, ESQ. – PERSONALLY;
ALAN B. ROSE, ESQ. – PROFESSIONALLY;
PANKAUSKI LAW FIRM PLLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL,

MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JOHN J. PANKAUSKI, ESQ. – PERSONALLY;
JOHN J. PANKAUSKI, ESQ. – PROFESSIONALLY;
KIMBERLY FRANCIS MORAN – PERSONALLY;
KIMBERLY FRANCIS MORAN – PROFESSIONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES – PERSONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES – PROFESSIONALLY;
GERALD R. LEWIN, CPA – PERSONALLY;
GERALD R. LEWIN, CPA – PROFESSIONALLY;
CBIZ, INC. (NYSE: CBZ) AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, CPA'S, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
SIMON L. BERNSTEIN TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SIMON BERNSTEIN (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SIMON BERNSTEIN (2012) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL (EXCLUDING BENJAMIN BROWN AND BRIAN O'CONNELL);
SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
WILMINGTON TRUST COMPANY AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995

(CURRENTLY MISSING AND LEGALLY NONEXISTENT) AND ITS CURRENT ALLEGED AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
THE 2000 LAST WILL AND TESTAMENT OF SIMON BERNSTEIN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
THE 2000 LAST WILL AND TESTAMENT OF SHIRLEY BERNSTEIN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ALBERT GORTZ, ESQ. – PERSONALLY;
ALBERT GORTZ, ESQ. – PROFESSIONALLY;
PROSKAUER ROSE, LLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
MARITAL TRUST AND FAMILY TRUST CREATED BY SHIRLEY BERNSTEIN TRUST (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
BERNSTEIN FAMILY REALTY, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
BERNSTEIN HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
BERNSTEIN FAMILY INVESTMENTS, LLLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONCEPTS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES,

SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
CFC OF DELAWARE, LLC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONNECTION, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TSB HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TSB INVESTMENTS LLLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONCEPTS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE INNOVATIONS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL MANAGEMENT LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL MARKETING, INC. AND ITS CURRENT AND FORMER

DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TOTAL BROKERAGE SOLUTIONS LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
CAMBRIDGE FINANCING COMPANY AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICE ASSOCIATION, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICE CORP (FLORIDA) AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICES PENSION PLAN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ARBITRAGE INTERNATIONAL MARKETING INC. 401 (K) PLAN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
S.B. LEXINGTON, INC. 501(C)(9) VEBA TRUST;
TRUST F/B/O JOSHUA BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
TRUST F/B/O DANIEL BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
TRUST F/B/O JAKE BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;

DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
HERITAGE UNION LIFE AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LISA FRIEDSTEIN;
JILL IANTONI;
STEVEN A. LESSNE, ESQ., PERSONALLY;
STEVEN A. LESSNE, ESQ., PROFESSIONALLY;
GRAYROBINSON, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
T&S REGISTERED AGENTS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LASALLE NATIONAL TRUST, NA AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JOHN AND JANE DOE'S (1-5000),

Defendants,

COUNTER COMPLAINT

COUNTER COMPLAINT

Comes now, Plaintiffs, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice") (together, "Plaintiffs"), Individually, PRO SE[1] and as the Natural Guardians of three irrevocable trusts created by Simon Bernstein for the benefit of his grandchildren of Candice and Eliot, namely Joshua, Jake and Daniel Bernstein, as Guardians for the members of Bernstein Family Realty LLC and beneficiaries of the hereunder sued Trusts, Estates and Corporate Entities set up by Simon and Shirley Bernstein and sues the following parties, hereby demanding trial by jury of all issues so triable and so states, **on information and belief**:

Parties, Jurisdiction and Venue

1. This is an action for money damages in excess of $15,000.00 and for equitable, compensatory, punitive and other reliefs.
2. Plaintiffs, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), are the parents and natural guardians of minors, Joshua Ennio Zander Bernstein ("Joshua") or ("Josh"), Jacob Noah Archie Bernstein ("Jacob") or ("Jake") and Daniel Elijsha Abe Ottomo Bernstein ("Daniel") or ("Danny"), and reside with them in Palm Beach County, Florida. Joshua, Jacob and Daniel are the sole beneficiaries under three irrevocable trusts (the "Trusts") created by their late grandfather, Simon Leon Bernstein ("Simon") and grandmother Shirley Bernstein ("Shirley"), on September 7, 2006. Eliot, Candice and their children are also beneficiaries of Trusts, Estates and Corporate Entities sued hereunder.

[1] Pleadings in this case are being filed by Plaintiff In Propria Persona, PRO SE, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Set 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)." In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice.

3. Defendant Oppenheimer & Co. Inc. is headquartered in New York, New York and doing business in Florida with the Bernstein family.

4. Defendant, Oppenheimer Trust Company of Delaware ("Oppenheimer") is a Delaware corporation with its principal place of business in Wilmington, Delaware and doing business in Florida with the Bernstein family and was Trustee of the, SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738; JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381; JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381; as Manager of BERNSTEIN FAMILY REALTY, LLC.

5. Defendant, Legacy Bank of Florida ("Legacy") is domiciled in Florida and doing business in Florida and did banking business with the Bernstein family and BERNSTEIN FAMILY REALTY, LLC. and others.

6. Defendant, Stanford Financial Group ("Stanford") is in receivership in Texas and was doing business in Florida with the Bernstein family and was former; Trustee of the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; Trustee of the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 and more.

7. Defendant, JPMorgan Chase & Co. ("JPM") is headquartered in New York, New York and doing business in Florida with the Bernstein family and was former; Trustee of the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; Trustee of the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 and more.

8. Defendant, Bernstein Family Realty LLC ("BFR") is domiciled in Florida and doing business with the Bernstein family, Eliot's three minor children are the Members.

9. Defendant, Janet Craig ("Craig"), Personally, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.

10. Defendant, Janet Craig, Professionally, as the, alleged Trustee for Trusts of Joshua, Jacob and Daniel Bernstein (Minors); as the alleged Manager of Bernstein Family Realty and more and is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.

11. Defendant, Hunt Worth ("Worth"), Individually, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.

12. Defendant, Hunt Worth, Professionally, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.

13. Defendant, William McCabe, Esq., Individually, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.

14. Defendant, William McCabe, Esq., Professionally, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida and acting as Counsel to Oppenheimer as Trustee of Trusts for Eliot's children and Counsel to Oppenheimer as Manager of BFR.

15. Defendant, Theodore Stuart Bernstein ("Theodore") or ("Ted"), Individually, is a resident of Florida and a central defendant in all allegations contained herein.

16. Defendant, Theodore Bernstein as the,

i. Personal Representative and Fiduciary of the ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008);

ii. alleged Successor Trustee and Fiduciary of the SHIRLEY BERNSTEIN TRUST AGREEMENT (2008);

iii. alleged Successor Trustee and Fiduciary of the SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

iv. as the alleged Trustee and Fiduciary of the SIMON L. BERNSTEIN TRUST AGREEMENT (2008);

v. as alleged Successor Trustee and Fiduciary of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

vi. as the alleged Trustee and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995;

vii. as an alleged Trustee and Fiduciary of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

viii. as alleged Manager of Bernstein Family Realty LLC;

ix. an Employee, Officer and Director of LIC Holdings, Inc.;

x. as alleged Trustee and Fiduciary to the WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST;

xi. as an Officer, Director, Shareholder of Life Insurance Concepts, Inc. of all of the following; Defendant, LIC Holding, Inc.; LIC Holdings, LLC; CFC of Delaware, LLC.; Life Insurance Connection, Inc.; TSB Holdings, LLC; TSB Investments LLLP; Life

Insurance Concepts, LLC; Life Insurance Innovations, Inc.; Arbitrage International Management LLC; Arbitrage International Marketing, Inc.; Arbitrage International Holdings, LLC; Total Brokerage Solutions LLC; Cambridge Financing Company; National Service Association, Inc.; National Service Corp (Florida);

xii. as plan administrator and Trustee for National Services Pension Plan; Arbitrage International Marketing, Inc. 401 (K) Plan;

17. Defendant, Pamela Beth Simon ("Pamela") or ("Pam"), Individually, is a resident of Illinois.

18. Defendant, STP Enterprises, Inc. is an Illinois company with Headquarters in Illinois and doing business in Florida.

19. Defendant, Pamela Simon, acting as, an Officer, Director and Shareholder of defendant STP Enterprises, Inc. and as a Plan Administrator and Trustee of defendant S.B. Lexington, Inc. 501(c)(9) VEBA Trust.

20. Defendant, Robert Spallina, Esq. ("Spallina"), Individually, is a resident of Florida.

21. Defendant, Robert Spallina, Esq., Professionally, is a resident of Florida and a central defendant in all allegations contained herein.

22. Defendant, Robert L. Spallina, Esq. as the former

i. Co-Personal Representative, Counsel and Fiduciary of the ESTATE and WILL OF SIMON BERNSTEIN (2012);

ii. Co-Trustee, Counsel and Fiduciary of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

iii. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged WILL OF SIMON BERNSTEIN (2012);

iv. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

v. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

vi. Trustee and Fiduciary of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

vii. Trustee, Counsel and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995;

viii. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN TRUST AGREEMENT (2008);

ix. Personal Representative, Fiduciary and Counsel to the ESTATE and WILL OF SIMON BERNSTEIN (2008);

x. Trustee, Fiduciary and Counsel to the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xi. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xii. Trustee, Fiduciary and Counsel to the WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST;

xiii. Counsel to the Personal Representative and Fiduciary Simon Bernstein and Successor Personal Representative Theodore Bernstein for the ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008);

xiv. Counsel to the Trustee and Fiduciary Simon Bernstein and Successor Trustee Theodore Bernstein for the SHIRLEY BERNSTEIN TRUST AGREEMENT (2008);

xv. Counsel to the alleged Successor Trustee and Fiduciary Theodore Bernstein of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

xvi. Trustee, Fiduciary and Counsel to the ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008;

xvii. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xviii. Trustee, Fiduciary and Counsel to the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xix. Trustee, Fiduciary and Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xx. Trustee, Fiduciary and Counsel to the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxi. Trustee, Fiduciary and Counsel to the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxii. Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738;

xxiii. Counsel to the Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxiv. Counsel to the Defendant, JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxv. Counsel and Registered Agent to the Defendant, BERNSTEIN FAMILY REALTY, LLC;

xxvi. Counsel, Registered Agent and Manager of Bernstein Holdings LLC;

xxvii. Counsel and Registered Agents for Bernstein Family Investments LLLP;

xxviii. Counsel and Trustee to Defendants, Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012.

23. Defendant, Donald R. Tescher, Esq. ("Tescher"), Personally, is a resident of Florida.

24. Defendant, Donald R. Tescher, Esq., Professionally, is a resident of Florida and a central defendant in all allegations contained herein.

25. Defendant, Donald Tescher, Esq. as the **former**,

i. Co-Personal Representative, Counsel and Fiduciary of the ESTATE and WILL OF SIMON BERNSTEIN (2012);

ii. Co-Trustee, Counsel and Fiduciary of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

iii. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged WILL OF SIMON BERNSTEIN (2012);

iv. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

v. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

vi. Trustee and Fiduciary of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

vii. Trustee, Counsel and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995;

viii. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN TRUST AGREEMENT (2008);

ix. Personal Representative, Fiduciary and Counsel to the ESTATE and WILL OF SIMON BERNSTEIN (2008);

x. Trustee, Counsel and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xi. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xii. Trustee, Fiduciary and Counsel to the WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST;

xiii. Counsel to the Personal Representative and Fiduciary Simon Bernstein and Successor Personal Representative Theodore Bernstein for the ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008);

xiv. Counsel to the Trustee and Fiduciary Simon Bernstein and Successor Trustee Theodore Bernstein for the SHIRLEY BERNSTEIN TRUST AGREEMENT (2008);

xv. Counsel to the alleged Successor Trustee and Fiduciary Theodore Bernstein of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

xvi. Trustee, Fiduciary and Counsel to the ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008;

xvii. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xviii. Trustee, Fiduciary and Counsel to the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xix. Trustee, Fiduciary and Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xx. Trustee, Fiduciary and Counsel to the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxi. Trustee, Fiduciary and Counsel to the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxii. Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738;

xxiii. Counsel to the Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxiv. Counsel to the Defendant, JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxv. Counsel and Registered Agent to the Defendant, BERNSTEIN FAMILY REALTY, LLC;

xxvi. Counsel, Registered Agent and Manager of Bernstein Holdings LLC;

xxvii. Counsel and Registered Agent for Bernstein Family Investments LLLP;

xxviii. Counsel and Trustee to Defendants, Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012.

26. Defendant, Gutter Chaves Josepher Rubin Forman Fleisher Miller, P.A., is domiciled in Florida and was Counsel to Simon and Shirley Bernstein for Estate planning work and more prior to Donald Tescher's removal from that firm and forming Tescher & Spallina, P.A. on or about the time that Simon became a client of the firm.

27. Defendant, Tescher & Spallina, P.A. ("TSPA") is domiciled in Florida and was Counsel to Simon and Shirley Bernstein for Estate planning and more.

28. Defendant, Mark Manceri, Esq. ("Manceri"), Personally, is a resident of Florida.

29. Defendant, Mark Manceri, Esq., Professionally, is a resident of Florida and as, Counsel to the Defendant, BERNSTEIN FAMILY REALTY, LLC; Counsel to Defendants Tescher and Spallina; Counsel to Defendant Theodore Bernstein as an Individual; Counsel to Theodore Bernstein as alleged Successor Trustee of Shirley Bernstein Trust Agreement 2008; Counsel to Theodore Bernstein as Personal Representative of the Estate and Will of Shirley Bernstein; Counsel to the Estate and Will of Simon Bernstein 2012.
30. Defendant, Mark R. Manceri, P.A. ("MRMPA") is domiciled in Florida.
31. Defendant, Page, Mrachek, Fitzgerald & Rose, P.A. ("PMFR") is domiciled in Florida.
32. Defendant, Alan B. Rose, Esq., ("Alan"), Personally, is a resident of Florida.
33. Defendant, Alan B. Rose, Esq., Professionally, is a resident of Florida and as Counsel to Defendant Theodore Bernstein as an Individual; Counsel to Theodore Bernstein as alleged Successor Trustee of the alleged Shirley Bernstein Trust Agreement 2008; Counsel to Theodore Bernstein as Personal Representative of the Estate and Will of Shirley Bernstein; Counsel to the alleged Successor Trustee Theodore Bernstein of the alleged Simon Bernstein Amended and Restated Trust (2012); Counsel to Theodore Bernstein in the Stansbury Creditor Lawsuit in various capacities of various entities named hereunder.
34. Defendant, Pankauski Law Firm PLLC ("PLF"), is domiciled in Florida.
35. Defendant, John J. Pankauski, Esq. ("Pankauski"), Personally, is a resident of Florida.
36. Defendant, John J. Pankauski, Esq., Professionally, is a resident of Florida and as Counsel to Defendant Theodore Bernstein as an Individual; Counsel to Theodore Bernstein as alleged Successor Trustee of the alleged Shirley Bernstein Trust Agreement 2008; Counsel to Theodore Bernstein as Personal Representative of the Estate and Will of Shirley Bernstein; Counsel to the alleged Successor Trustee Theodore Bernstein of the alleged Simon Bernstein Amended and Restated Trust (2012).
37. Defendant, Kimberly Francis Moran ("Moran"), Personally, is a resident of Florida.

38. Defendant, Kimberly Francis Moran, Professionally, is a resident of Florida and was Notary Public/Legal Assistant for Spallina & Tescher P.A. and was convicted of Felony Fraudulent Notarization in the Estate of Shirley Bernstein and admitted Forgeries, including Post Mortem Forgery of Simon's name while working and under direction of Defendants Tescher, Spallina and Tescher & Spallina, P.A. Moran has also had her Notary Public license revoked by Governor of Florida Rick Scott's Notary Public Division.

39. Defendant, Lindsay Baxley aka Lindsay Giles ("Baxley"), Personally, is a resident of Florida.

40. Defendant, Lindsay Baxley aka Lindsay Giles, Professionally, is a resident of Florida and has been reprimanded by the Governor of Florida Rick Scott's Notary Public Division for having improperly notarized the alleged 2012 Will and Amended and Restated Trust of Simon. That Baxley aka Giles was also reprimanded by the Governor's office for failing to notify the Governor's Notary Public Division of her name change and misusing her Notary Stamp.

41. Defendant, Gerald R. Lewin, CPA ("Lewin"), Personally, is a resident of Florida.

42. Defendant, Gerald R. Lewin, CPA, Professionally, is a resident of Florida and as, the Accountant to Simon and Shirley Bernstein, account to the Estates and Trusts of Simon and Shirley; Accountant to the Corporate Entities sued hereunder; Accountant and Shareholder of the Iviewit companies; and more.

43. Defendant, CBIZ, INC. (NYSE: CBZ) ("CBIZ"), is domiciled in Ohio and doing business in Florida and is; the Accounting Firm to Simon and Shirley Bernstein; Accounting Firm to Corporate Entities sued hereunder; Accounting Firm to the Estates and Trusts of Simon and Shirley; and more..

44. Defendant, SIMON L. BERNSTEIN TRUST AGREEMENT (2008) is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

45. Defendant, SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

46. Defendant, ESTATE and WILL OF SIMON BERNSTEIN (2008) is a Will established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

47. Defendant, ESTATE and WILL OF SIMON BERNSTEIN (2012) is a Will established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

48. Defendant, SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012) is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

49. Defendant, SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

50. Defendant, WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

51. Defendant, Wilmington Trust Company, is domiciled in Wilmington Delaware and doing business in Florida with the Bernstein family.

52. Defendant, SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 is a Trust established in Florida by Shirley. Information is currently unavailable regarding the Trustees, etc. as it is alleged

missing or destroyed and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

53. Defendant, ESTATE and WILL OF SHIRLEY BERNSTEIN (2008) is a Will established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

54. Defendant, SHIRLEY BERNSTEIN TRUST AGREEMENT (2008) is a Trust established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

55. Defendant, SHIRLEY BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) is a Trust established in Florida by Shirley and where the Beneficiaries are presumed to include but are not limited to, Eliot and/or his children or both. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

56. Defendant, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995, is a suppressed and denied trust that is alleged missing and lost and yet a Plaintiff in a US Federal Court case and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both and the Estate of Simon.

57. Defendant, SIMON BERNSTEIN 2000 INSURANCE TRUST (dated august 15, 2000), is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

58. Defendant, SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000), is a Trust established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

59. Defendant, the 2000 LAST WILL AND TESTAMENT OF SIMON BERNSTEIN, is a Will established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

60. Defendant, the 2000 LAST WILL AND TESTAMENT OF SHIRLEY BERNSTEIN, is a Will established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

61. Defendant, Albert Gortz, Esq., Personally, is a resident of Florida and was doing business in Florida with the Bernstein family.

62. Defendant, Albert Gortz, as the Trustee and/or Personal Representative of the, SIMON BERNSTEIN 2000 INSURANCE TRUST (dated august 15, 2000) 6/21/1995; SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (dated august 15, 2000); 2000 LAST WILL AND TESTAMENT OF SIMON BERNSTEIN; 2000 LAST WILL AND TESTAMENT OF SHIRLEY BERNSTEIN.

63. Defendant, Albert Gortz, Esq., Professionally, is a resident of Florida and was doing business in Florida with the Bernstein family.

64. Defendant, Proskauer Rose LLP, is domiciled in New York, New York and was doing business in Florida with the Bernstein family.

65. Defendant, MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008), are Trusts established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

66. Defendant, Bernstein Family Realty, LLC, is domiciled in Florida and was managed by Theodore Bernstein and Janet Craig and where the Members are Eliot's three minor children equally.

67. Defendant, Bernstein Holdings LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

68. Defendant, Bernstein Family Investments LLLP, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

69. Defendant, Life Insurance Concepts, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

70. Defendant, LIC Holding, Inc. ("LICI") is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

71. Defendant, LIC Holdings, LLC ("LICL") is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

72. Defendant, CFC of Delaware, LLC., is domiciled in Delaware and doing business in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

73. Defendant, Life Insurance Connection, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

74. Defendant, TSB Holdings, LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

75. Defendant, TSB Investments LLLP, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

76. Defendant, Life Insurance Concepts, LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

77. Defendant, Life Insurance Innovations, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

78. Defendant, Arbitrage International Management LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

79. Defendant, Arbitrage International Marketing, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

80. Defendant, Arbitrage International Holdings, LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

81. Defendant, Total Brokerage Solutions LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

82. Defendant, Cambridge Financing Company, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

83. Defendant, National Service Association, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

84. Defendant, National Service Corp (Florida), is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

85. Defendant, National Services Pension Plan, is set up in Florida and Simon Bernstein was a plan Participant and his Estate and Trusts are owners of those interests.

86. Defendant, Arbitrage International Marketing, Inc. 401 (K) Plan, is set up in Florida and Simon Bernstein was a plan Participant and his Estate and Trusts are owners of those interests.

87. Defendant, S.B. Lexington, Inc. 501(c)(9) VEBA Trust, is set up in Illinois and Simon Bernstein was a plan Participant. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

88. Defendant, Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012, is a trust set up in Florida by an unknown. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

89. Defendant, Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012, is a trust set up in Florida by an unknown. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

90. Defendant, Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012, is a trust set up in Florida by an unknown. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

91. Defendant, ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008, is a Trust established in Florida by Shirley and Simon.

92. Defendant, DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, is a Trust established in Florida by Shirley and Simon.

93. Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, is a Trust established in Florida by Shirley and Simon.

94. Defendant, JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, is a Trust established in Florida by Shirley and Simon.

95. Defendant, DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738, is a Trust established in Florida by Shirley and Simon.

96. Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381, is a Trust established in Florida by Shirley and Simon.

97. Defendant, JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 is a Trust established in Florida by Shirley and Simon.

98. Defendant, Heritage Union Life, is domiciled in Illinois and the issuer of a MISSING life insurance policy in dispute already in an Illinois Federal Court that was owned by Simon in Florida and Simon was the Insured.

99. Defendant, JILL MARLA IANTONI, Personally.

100. Defendant, LISA SUE FRIEDSTEIN, Personally.

101. Defendant, Steven A. Lessne, Esq., Personally.

102. Defendant Steven A. Lessne, Esq.; Professionally and as alleged Counsel to the Defendant, BERNSTEIN FAMILY REALTY, LLC; as Counsel to the Defendant Oppenheimer and Janet Craig as Manager of BFR.

103. Defendant, GrayRobinson, P.A. is domiciled in Florida and is Counsel, to Defendants in this matter BFR; Eliot's Minor Children's School Trusts; Janet Craig as Manager of BFR and Janet Craig as Trustee of the Children's School Trusts at Oppenheimer.

104. T&S REGISTERED AGENTS, LLC, is the Registered Agent to many of the Corporate Entities sued hereunder and believed to be owned by Defendants Tescher and Spallina.

105. LaSalle National Trust, NA, is domiciled in Illinois and is an alleged Beneficiary of an Insurance Policy at issue in the matters on the life of Simon.

106. Defendants. JOHN AND JANE DOE 1-5000 are John Doe.

107. Jurisdiction and venue are proper in Palm Beach County, Florida because the Beneficiaries of the Trusts reside here, the Trusts were created in Florida, the Trust and the Corporate Entities are domiciled here and/or do business in the State of Florida.

BACKGROUND SPECIFIC TO THIS CASE

108. That to save the Court a lengthy filing by Eliot attempting to recap the many criminal acts and civil torts of each of the counter defendants, including those proven, admitted and alleged crimes committed by some of the Fiduciaries and Attorneys at Law acting as Officers of this Court before the Honorable Judge Martin Colin and Honorable David French, in the Estates and Trusts of Simon and Shirley Bernstein, including but far from limited to, Frauds on the Court, Frauds on the Beneficiaries, Fraud on Interested Parties, Creditor Fraud, Bank Fraud, Insurance Fraud, Theft of

Assets and other criminal acts and civil torts that directly relate to this instant legal action, Eliot instead hereby incorporates by reference all ongoing cases before this Court related to the Simon and Shirley Bernstein Estates and Trusts, including but not limited to all, pleadings, rulings, evidence, etc. that are currently before Hon. Judge Colin in the related cases already before this Court for almost two years.

109. That Simon and Shirley set up trust accounts for Eliot and his children and also set up an LLC named Bernstein Family Realty, LLC ("BFR") while living, in order to fund all of their living expenses, due to the fact that Eliot has had a bomb put in his car, death threats and is in the middle of a very intense RICO and ANTITRUST Lawsuit, where he and his family have been in grave danger for many years fighting corruption inside the very framework of the legal system.

110. That these entities were set up by Simon and Shirley for the benefit of Eliot, Candice and their children, in part funding the children's school, income for the family and covering all home and living expenses for many years prior to Simon and Shirley's passing and even after they had passed away these were continued for a certain period of time.

111. That the children's trust accounts were used to purchase a home for Eliot and his family and the home was owned by BFR with a loan to Walter Sahm who was the prior owner of the home and Simon's business partner and a legally deficient and "affected" loan to Simon was made to further protect the home from any actions against Eliot and his three minor children. The three children of Eliot are the only Members of BFR owning equal shares.

112. That the children's school trust accounts were funded in 2006 and BFR was also then established to pay household bills and expenses.

113. That several months after Simon died, BFR continued to pay bills and expenses as it was intended by Simon and Shirley that after their deaths these vehicles would be fully funded to provide for Eliot and his family for most of their natural lives with prudent investment of their inheritances.

114. That several months after Simon died, his assistant Rachel Walker ("Walker") was fired by Theodore and she informed Eliot and Candice that at the direction of Robert Spallina and Donald Tescher, Eliot and Candice would be taking over BFR's accounts and the payment of the bills. Walker brought these documents to their home at the direction of Spallina and Tescher.

115. That the account appeared to be held by Simon Bernstein.

116. That Eliot and Walker then called Legacy Bank and found out that not only was Walker not a signor on the account but that Simon was the only signor and that Walker could no longer sign checks or have any information regarding the account.

117. That Legacy Bank, who knew Simon well as a private banking client had not been informed that Simon had been dead for several months and was shocked to learn that his accounts were still being used and accessed POST MORTEM.

118. That Legacy Bank immediately upon finding that Simon was dead, froze the bank accounts and stated they could only speak with the PR of the Estate of Simon.

119. That Eliot immediately requested an investigation into how the accounts were being used POST MORTEM on an LLC account for a company his children owned.

120. That Eliot and Rachel notified Spallina that at the bequest of Legacy Bank he was required to call them immediately as the BFR accounts and others had been frozen instantly as the account was accessed unauthorized for months.

121. That subsequently it was also found through the production documents recently transferred to the Curator Ben Brown by Spallina and Tescher upon this Court's Order that other bank and credit card accounts were also used by others for months after Simon died by various parties.

122. That Spallina contacted Legacy Bank and then notified Eliot and Candice that he was transferring the frozen funds and BFR accounts to Janet Craig of Oppenheimer who he stated was the new acting Manager of BFR and Trustee of the children's trusts.

123. That Eliot and Candice later learned that this transfer of title of Manager of BFR was in violation of BFR's operating agreement; see BFR documents @ http://www.iviewit.tv/BFR%20BFH%20BFI%20RECORDS.pdf , fully incorporated by reference herein.

124. That it is now claimed by Craig that she self-appointed herself as Manager of BFR, again in violation of BFR's operating agreement.

125. That Spallina then directed Craig to open a new Oppenheimer BFR account with Craig and Worth as the agents now handling the BFR bills and the children's school trusts.

126. That Eliot and Candice requested repeatedly of Spallina, Tescher, Craig and Worth to provide historical account statements for Legacy Bank's BFR account so that they could determine how much was in the account prior to Simon's death and how much was used illegally POST MORTEM and they were refused this information repeatedly.

127. That Craig worked directly with Spallina and Tescher to transfer funds to Oppenheimer that had been previously frozen by Legacy Bank in their BFR accounts that were frozen when Eliot informed Legacy that Simon's Legacy accounts were being used ILLEGALLY, POST MORTEM.

128. That Craig then opened up a new BFR account at Oppenheimer and deposited the Legacy BFR account funds into the new account with the aid of Spallina and Tescher.

129. That Eliot repeatedly requested Craig and Spallina to obtain the Legacy Bank Account statements and other information relating to that account so that he could determine the amount of funds that were in the account when Simon died and determine who and what withdrawals and other activities had taken place illegally.

130. That Eliot was informed that Legacy would be conducting an internal investigation into the fraudulent use of Simon's accounts after his death and Eliot has recently again tried to contact Legacy to find out information about the accounts and investigations and was told that the Personal

Representatives would have to contact them but around that time, the Personal Representatives were Tescher and Spallina who obviously did not take any actions to have themselves investigated.

131. That Spallina and Craig informed Eliot that monies were running low in the Legacy BFR accounts and that until distributions of the Estates and Trusts could be worked out they determined that the Trusts of the three boys, set up for school education while Simon and Shirley were alive were to be used to pay the BFR expenses and children's expenses that had been being paid for seven years prior to their deaths through BFR and other entities set up by Simon and Shirley.

132. That Spallina stated the monies would be used from BFR and then the school trust funds and when those were depleted he would replenish and replace them as necessary and thereby authorized Craig to use the school trusts and BFR monies for these purposes, including but not limited to, property insurance, maintenance, improvements, property taxes, school tuition, food and clothing for the children, etc..., which were all being paid by Simon and Shirley through BFR for years prior and post their deaths.

133. That when the Trusts were depleted, Craig informed Spallina and asked for the replenishments and Spallina refused claiming now that he was not obligated and unwilling to pay them back in efforts to retaliate against Eliot, Candice and minor children.

134. That at this time Spallina, Tescher, Theodore, Manceri, Moran and others learned that they were being investigated by the Florida Governor Rick Scott's Notary Public Division and the West Palm Beach County Sheriff Office for a series of alleged fraudulent acts regarding the Estates and Trusts of Simon and Shirley Bernstein.

135. That on information and belief Craig, Tescher and Spallina then retained Mark Manceri, Esq. to represent BFR in the Stansbury Lawsuit.

136. That Manceri has subsequently voluntarily resigned from the Estates and Trust of Simon and Shirley Bernstein and now is a named Respondent (along with Tescher, Spallina, Rose and Pankauski) in the

Estate litigations, his resignation in the midst of arrests for Fraud, admitted Forgery and more of the former Executors/Personal Representatives/Co-Trustees/Counsel, Tescher and Spallina et al.

137. That Gerald Lewin, CPA, who was responsible for tax returns for BFR now claims that no tax returns were done for over 6 years, the only entity that appears to be missing returns.

138. That Eliot and Candice requested repeatedly of Spallina, Tescher, Craig and Worth to provide historical account statements for the children's trusts so that they could determine how much was in the accounts and the prior accountings from various firms that the monies are believed to have transferred through, including Stanford Trust Company and JP Morgan prior to Simon's death and they were refused, repeatedly.

139. Legacy Bank was contacted by Eliot several times regarding their claims that they were starting investigations into the use of Simon's accounts Post Mortem and despite repeated requests by Eliot have failed to provide any status or information regarding if they have started these investigations.

140. Oppenheimer is alleged to have nominated Craig as the Manager and began paying BFR bills and expenses for the children, including but not limited to, school, education and welfare from the BFR new account set up at Oppenheimer to replace the Legacy BFR account.

141. That Oppenheimer several months later notified Eliot that the BFR account was running low.

142. That Eliot contacted Spallina who stated that until he could allocate monies from the Estates and Trusts of Simon and Shirley to the beneficiaries that the children's lower, middle and high school trust funds (there were separate accounts for college) should now be used to pay the BFR and other expenses and that he would replace and replenish the funds once he could make distributions.

143. That Craig then began using the children's school trust funds to fund the BFR and other expenses at Spallina's direction.

144. As the trusts were diminished to de minimis value by paying the BFR company bills and other expenses for the children, Craig contacted Spallina to replace and replenish the trust accounts and

BFR account and Spallina and Tescher claimed they were now unwilling to refund and replenish the accounts.

145. That on or about this time that Spallina refused to replace the funds used, Tescher, Spallina, Moran, Theodore, Manceri and others were all under INVESTIGATION with Palm Beach County Sheriff Office ("PBSO") detectives and Florida's Governor Rick Scott's Notary Public Division for allegations of Fraud, Fraudulent Notarizations, Forgery and other crimes[2], instigated by Eliot and Candice in relation to criminal acts taking place in the Estates and Trusts of Simon and Shirley.

146. That subsequently it was found that FORGERY, FRAUD, FRAUDULENT NOTARIZATIONS, IDENTITY THEFT and more were used to illegally seize Dominion and Control of the Estates and change beneficiaries of the Estates and Trusts of Simon and Shirley POST MORTEM and where there are still ongoing state and federal, civil and criminal, legal actions taking place regarding these crimes.

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1. [2] Palm Beach County Sheriff Report – Case No. 12121312 – Alleged Murder of Simon Bernstein filed by Theodore Bernstein
2. Palm Beach County Sheriff Report – Case No. 13097087 - Forgery and Fraudulent Notarizations
3. Palm Beach County Sheriff Report – Case No. 13159967 - Theft of Assets of Estates
4. Palm Beach County Sheriff Report – Case No. 14029489 - Continuation of Fraud, Extortion and more.
    a. PBSO REPORTS @ http://www.iviewit.tv/Sheriff Reports.pdf
5. State Attorney FL – - Case No. 13CF010745 - Forgery and Fraudulent Notarizations
6. Jacksonville, IL. Police Department – Case No. #2014000865 – Insurance Fraud - Directed to Federal Authorities.
7. Case No. 13-cv-03643 United States District Court – Northern District Il.
8. Florida Probate Simon – Case No. 502012CP004391XXXXSB
9. Florida Probate Shirley – Case No. 502011CP000653XXXXSB
10. Heritage Union Fraud Investigation – Case No. TBD
11. Florida Medical Examiner – Autopsy Case No. 12-0913 – Filed by Theodore Bernstein
12. Governor Rick Scott Notary Public Division – Moran – Case No. Eliot and Simon Bernstein v. Moran
    a. http://www.iviewit.tv/Simon and Shirley Estate/20131014%20Office%20of%20the%20Governor%20Moran%20Suspension%20of%20Notary.pdf
13. Governor Rick Scott Notary Public Division – Baxley – Case No. Eliot and Simon Bernstein v. Baxley
    a. http://www.iviewit.tv/Simon and Shirley Estate/20140421 Office Of Governor Lindsay Baxley Complaint Misconduct.pdf

147. That Eliot notified Craig and Worth that Spallina, Tescher, Manceri, Theodore et al. were all under ongoing investigations and ongoing civil actions and urged them and their counsel McCabe to take appropriate legal steps to report the matters the proper authorities as they related to the Oppenheimer accounts.

148. That Eliot notified Craig that documents sent to him by her, Spallina and Tescher for both BFR and the children's trusts were incomplete, missing signatures, not properly initialed and were improperly notarized on documents she was operating under.

149. That Eliot was never sent completed documents for BFR or the children's trusts by Oppenheimer, Spallina and Tescher despite repeated requests.

150. That Eliot notified Craig that shares of LIC HOLDINGS, INC. which are held by the children's trusts are not valued or accounted for and that she must as Trustee demand under Florida Statute 607.1601-Corporate Records from LIC Holdings, Inc. for the children's trusts, which held shares in LIC, including but not limited to, a full and formal accounting from LIC, which Theodore operates as an Officer and Director.

151. That Eliot informed Craig, Worth, McCabe and others to report the fraud and breaches of fiduciary duties that were being alleged in the related Estate and Trust cases of Simon and Shirley and those then alleged against them before attempting to close any accounts or transfer any fiduciary titles, especially where these crimes were alleged committed in large part by Tescher and Spallina who directed Craig's actions with regard to the fraud alleged with the children's school trust accounts and BFR.

152. That on July 16, 2013 Craig notified Eliot via email that she was resigning as Trustee and Manager and assigning these titles to Eliot and Candice. From that email,

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, July 16, 2013 1:56 PM
To: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Eliot Ivan Bernstein

(iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: Bernstein Family Realty

Robert, Eliot and Candice,

As you are aware, during his lifetime, Simon Bernstein paid the household expenses for Eliot and Candace. Upon his death those funds were frozen and the only funds available to pay the household expenses were the education trusts that Simon set up for Daniel, Jacob and Joshua...

... Please let me know as soon as possible if the Estate of Simon Bernstein intends to reimburse the education trusts for the household expenses paid to date. If this is not possible, for any reason, Oppenheimer Trust Company will have no recourse but to Resign as Trustee in favor of Eliot and Candice Bernstein and to name them as the Successor Manager of Bernstein Family Realty.

153. That on August 28, 2013 Craig notified Eliot via email that she had spoken with Spallina and he spoke with Theodore and that Theodore had been anointed by them as the successor Manager and that Theodore had accepted the role of Manager of BFR.

154. That as with Craig's appointment as Manager of BFR after Simon's death, the transfer to Theodore was also in violation of the BFR operating agreement relating to successor managers and no vote of the Members was sought.

155. That Craig then transferred ALL personal and confidential information regarding BFR (all bills, bank account information and more) and personal and confidential information regarding the children's trust accounts to Theodore, all done at Spallina and Tescher's direction to Craig. From that email,

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 11:28 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Subject: Bernstein Trust Terminations

Dear Eliot and Candice,

As you are aware, the trusts for Daniel, Jacob and Joshua have depleted over time due to the payment of your household bills. I have spoken with Mr. Spallina and he has informed me that the household bill payments will not be refunded to the trusts. We have therefore decided to terminate the trusts due to their de minimus market values...

... Please be advised that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him

And then in another email sent shortly thereafter,

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, September 17, 2013 2:09 PM
To: 'Eliot Ivan Bernstein'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: Worth, Hunt; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein Grandchildren's trusts

Eliot and Candice,

...I believe you misunderstood my email regarding the termination of the trusts. The intention was for you to sign the Releases and we would release the funds to you and Candice. The only account to be released to Ted was the smaller Bernstein Family Realty account that we opened as a convenience for the payment of bills...

156. That Craig transferred these new fiduciary roles to Theodore, despite at the time knowing that Theodore was aware that Eliot and Candice were pursuing Theodore, Spallina, Tescher and Manceri et al. with State and Federal Authorities for a number of alleged and some now proven and admitted felony crimes and civil torts.

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 10:52 AM
To: Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: Robert Spallina
Subject: Bernstein Family Realty, LLC

Good Morning Ted,

Thank you for taking on the role of Managing Member of Bernstein Family Realty.

In order to close this account off our books, we will need you to sign and return the attached letter of authorization.

Please include the transfer instructions for the funds in the body of the letter.
For your records, I have also attached an Asset Detail showing the current value of the account and a list of transactions since inception. During our short term as Managing Member we funded this account equally from Daniel, Jacob and Joshua's Trusts and paid family bills from this account. If you have any questions, please feel free to contact me directly by phone or email.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike

Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet Craig@opco.com

157. That this is where the extortion of Eliot and his family began to manifest further, as arrests were being made in the Estate and Trust cases of Simon and Shirley and investigations were underway against Theodore and his minion of attorneys at law and friends that he brought into Simon and Shirley's Estate and Trusts and thus began a Pattern and Practice of retaliation against Eliot in efforts to shut him down financially and stop him from further exposing the crimes committed.

158. That once Tescher, Spallina and Theodore gained Dominion and Control of the Estates and Trusts they began to systematically violate probate rules and statutes to deny the Beneficiaries of information and funds in violation not only of statutes but in violation of the terms of the Wills and Trusts they were allegedly operating under, causing intentional delays and damages to beneficiaries and drumming up huge legal expenses for themselves and the counsel they retained in the matters.

159. That prior to this intentional financial calamity caused on Eliot and his family it should be noted here that Eliot and Candice had taken jobs in a new company Simon had begun investing in several months before his death, Telenet Systems, LLC and they were projected to make approximately $200,000.00 in salary and commissions, as well as, have an equity stake in the company after Simon's death with his girlfriend, Maritza Puccio.

160. That with no discussions with certain of the Beneficiaries as to the investment owned by Simon in Telenet and the remaining funds still owed to Telenet of approximately $210,000.00 to meet the total agreed investment in the company, Spallina and Theodore decided to stop the investment and caused the owner of the business, Scott Banks, Simon's friend and business partner, to have to cut all his staff, downsize his office overnight that he and Simon had just acquired and let Eliot and Candice go from their jobs, causing great loss to Banks, Eliot, Candice, Maritza Puccio and others.

161. That Theodore then assumed the title as Manager of BFR and after getting highly private and confidential information transferred to him from Craig in this capacity, he systematically began disabling BFR and began failing to pay bills WITH NO NOTICE to Eliot and his family who live in the home BFR and the children's trusts owns and maintains, including cancelling the homeowners insurance, shutting off electricity, security, etc. and began failing to pay the school expenses, health insurance and other expenses for the minor children that had been being paid monthly for eight years prior to the deaths of Simon and Shirley by Simon and Shirley.

162. That Theodore failed to provide any notice of his new title as Manager of BFR to the Members, Eliot's three minor children or Eliot and Candice as their Guardians.

163. That Eliot and Candice did not receive the bills of BFR, as they were sent to the Managers of BFR, Oppenheimer and are in the name of BFR, not Eliot and Candice individually and therefore Eliot and Candice could not access or pay these accounts that were transferred to Theodore by Craig.

164. After months of bills not getting paid, services being shut off randomly and without notice and avoidance of emails regarding the bills by the Managers, Theodore and Craig, several months after Theodore was claimed to be Manager after accepting the BFR Manager position, Theodore suddenly stated he was not the Manager of BFR and never accepted the role from Craig and had no idea what anyone was talking about that he was ever appointed, despite his having received information from Craig in that capacity.

165. That the revelation that Theodore was not Manager came about when a one, Walter Sahm, after having to retain counsel to attempt to speak with the manager of BFR, then contacted Oppenheimer and Theodore about who was the Manager of BFR was.

166. That Sahm was prompted to retain counsel by the fact that Sahm holds a mortgage on the home owned by BFR and interest was not being paid or addressed and no one claiming to be Manager would contact him in reply to his repeated written requests regarding his mortgage.

167. That Sahm called Eliot to inform of the problems with the Managers of BFR, as he felt that he was being forced to foreclose, as no one responsible for BFR would return his or his attorney's pleas for information or his interest payment.

168. That Sahm was a close personal friend and business associate of Simon and he knew that Simon and Shirley had set the home up to protect Eliot and his family and he could not believe what was going on and put this all in writing to Theodore, Spallina and Craig.

169. That months after Theodore and Craig refused to respond to Eliot's numerous correspondences regarding the status of BFR and who the Manager was and the fact that bills BFR is responsible for were not getting paid and leaving both BFR and Eliot's family at risk, Craig suddenly did an about face and states via email to Eliot that Theodore never accepted the position and that she was still Manager, despite her prior claims that Theodore had accepted the position and she transferred the information to him months earlier based on her belief that Theodore was the Manager.

170. That this seemed outrageous, especially where Theodore had started acting on behalf of BFR and paying bills that he choose to be important and using other payments to extort Eliot that if he did not back off his complaints against Spallina, Moran, Tescher and himself, Eliot would get nothing.

171. That Theodore had acted to pay some bills of BFR at first after accepting the position as Manager of BFR and then as Theodore began to shut down utilities and put his family at risk, including three minor children, others, including but not limited to Tescher, Spallina and Manceri tried to force Eliot to take illegal distributions from the Estates and Trusts before they would give him any inheritance funds to either he or his family, in efforts to gain an implied consent to the criminal activity taking place in the Estates and Trusts.

172. That with the intentional delays caused in the inheritances to Eliot's family and the use of their home funds and children's school trust funds to depletion that were not replenished as originally claimed by Spallina, the timing was ripe for them to attempt to state that if Eliot did not drop his charges and

take distributions that he knew were illegal and steeped in Fraud, that he and his family would be starved out, the children removed from their school, etc. as again BFR paid all these expenses of their family for many prior years.

173. Then, after learning that Eliot was alleging Extortion with this Court[3] and other investigators, Theodore suddenly claimed in and email to Eliot that he was not the Manager of BFR, nor ever the Manager of BFR and was just paying some bills of BFR from Estate and Trust funds out of the kindness of his heart and acted as if he knew nothing about BFR and his acceptance of the Manager position Craig stated he accepted when transferring him all the bills and personal and confidential

[3] That on September 04, 2013, ELIOT filed Docket #TBD, in the estate of Simon, a "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE."
http://www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf .
And
That on October 10, 2013 Petitioner filed in Shirley's estate case Motions titled, (I) MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT (II)MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD (III)**MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEFIII, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION** (IV) MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES (V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE (VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE (VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND (VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE
www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf

materials of Eliot's family. The following email from Theodore to Eliot further illustrates this sudden claim months later by Theodore,

> From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
> Sent: Saturday, January 25, 2014 2:35 PM
> To: 'Eliot Ivan Bernstein'; judi@masseyclarkfischer.com
> Cc: 'Craig, Janet'; 'Candice Bernstein'; Hunt Worth ~ President @ Oppenheimer Trust Company ; William McCabe Esq. @ Oppenheimer Trust Company; Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Lisa S. Friedstein; Lisa; Jill M. Iantoni; Jill M. Iantoni; Guy T. Iantoni @ GTI LIFE, Inc.; Guy T. Iantoni; Pamela Beth Simon
> Subject: RE: BERNSTEIN FAMILY REALTY LLC - 2753 NW 34TH ST - HOMEOWNERS RENEWAL POLICY
>
> Eliot > as I have previously stated in correspondence to you, I am not and never have been involved with Bernstein Family Realty, in any capacity. You have repeatedly referred to an email from August, 2013 in which Janet stated that I agreed to be the managing member of Bernstein Family Realty. I have repeatedly stated and written after August, 2013, as well as Robert Spallina, that I was never the managing member and I am not the managing member. If Janet inadvertently stated that I was, it has been clarified for you on multiple occasions that I am not. Please let this be another.
>
> Therefore, please let this serve as another request to stop referring to me as the managing member of Bernstein Family Realty. Please stop having people contact me in relation to Bernstein Family Realty. Please stop having mail sent to me in relation to Bernstein Family Realty.
>
> Thank you.

174. That Craig months later then stated she was still the Manager of BFR when she was pressed for an answer by Walter Sahm as to who the Manager was, as Sahm was threatening to foreclose and sue if someone did not give him answers about his Mortgage held with BFR, this after months that Sahm was misled with others as to who was responsible for BFR and his Mortgage and Interests due. From an email from Craig to Eliot this is further illustrated,

> From: Craig, Janet [mailto:Janet.Craig@opco.com]
> Sent: Friday, February 7, 2014 1:42 PM
> To: 'The Sahm's'; 'Tbernstein@lifeinsuraneconcepts.com'
> Cc: 'iviewit@iviewit.tv'; 'rspallina@tescherspallina.com'; Worth, Hunt
> Subject: RE: Home owner's Insurance....

Walt and Pat,

Oppenheimer Trust Company of Delaware is currently the Manager of Bernstein Family Realty, however the Trusts that were paying the Bernstein household bills have been entirely depleted. The only remaining assets in each trust is a one third share of Bernstein Family Realty and nominal shares of LIC Holdings.

At one point we were told that Ted Bernstein would take over as Manager and we prepared paperwork to transfer responsibility, however that paperwork was never returned to us.

Oppenheimer Trust Company of Delaware is attempting to close these accounts and distribute the remaining assets, however Eliot and Candice Bernstein have refused to return the Releases sent to them last August. As such we remain Manager but we have no assets with which to assist the Bernsteins (sp Bernsteins)...

175. That Craig refused to get accountings for Trusts assets regarding the company LIC that Theodore is an Officer and Director of and without this information, attempted to claim that the children's school trusts had no value left was not true and yet she was going to attempt to close the accounts and transfer the remainder of any monies and other interests to Eliot but without notice then transferred everything to Theodore claiming he was the new Manager of BFR.

176. That as a fiduciary of BFR and the children's trusts Craig should have instead been notifying authorities of what was transpiring regarding the criminal activities and moving to protect the trusts and BFR from those involved and not abdicate her fiduciary duties and attempt to run and transfer the responsibilities, information and monies to those she knew Eliot was pursuing for civil torts and criminal acts.

177. That Eliot refused to take any of the remaining corpus of the Trusts or assume fiduciary responsibilities and told Craig, Worth and their counsel McCabe that as acting Fiduciaries they should immediately report the alleged and proven criminal acts involving Theodore, Spallina, Tescher, Manceri, Rose, Moran, Baxley et al. to the proper authorities and freeze everything to preserve the evidence and that Eliot was unwilling to release them in any capacities and accept any role as fiduciary until all these matters and their involvement in the matters were fully and legally resolved and reported to the proper authorities.

178. That Craig, Worth and McCabe despite being requested repeatedly to report Fraud going on instead opted to try and remove Oppenheimer out of house of cards that was beginning to crumble and took abusive legal actions against Eliot and Candice to force them to become successor fiduciaries.

179. That Craig then hired a lawyer from Gray Robinson, defendant Steven Lessne, Esq. who called Eliot and Candice to tell them first that he was representing the Trusts of the three boys and also representing BFR in litigation in the Creditor claim of William Stansbury in the Estate and Trusts of Simon and Shirley, in the creditor case titled WILLIAM E. STANSBURY, Plaintiff v. TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC., Defendants / Case #502012CA013933MBAA before Hon. Judge Blanc. BFR was also sued by Stansbury.

180. That Eliot disclosed to Lessne the problems regarding Craig, Worth and McCabe's involvement in BFR, the children's trusts and that no properly executed documents had been put forth proving their capacities in the entities they assumed.

181. That Eliot disclosed to Lessne the alleged Extortion of Eliot taking place involving Spallina, Tescher, Theodore, Manceri et al. and other criminal acts taking place in the Estates and Trusts of Simon and Shirley.

182. That Eliot suggested to Lessne that Gray Robinson should sue Oppenheimer, Worth, Craig and McCabe for breaches of fiduciary duties, conspiracy, extortion and more and immediately report them all to the proper authorities.

183. That Lessne, after asking Eliot and Candice what they thought he should do in regards to the trust and BFR matters and after listening and discussing their strategies with them then informed Eliot and Candice that he was not really representing the Trusts and BFR but rather the Trustee of the Trusts,

Craig/Oppenheimer and that he was not really representing BFR but rather Craig/Oppenheimer as Manager of BFR.

184. That Eliot informed Lessne that this sneaky trick to gain information from him while acting as his children's counsel and BFR's counsel was a violation of bar rules and more.

185. That Lessne misrepresented his role in the matters to Candice and Eliot and acted inappropriately in taking information regarding the matters under his false claims of who he was representing.

186. That on a cumulative scale, in relation to the ongoing Probate and Trust actions related, there are claims that the Wills and Trusts assets are valued at 40-100 million dollars, including but not limited to, the many Corporate Entities and Trusts established by Simon and Shirley while living, including but not limited to BFR and the children's trusts, with approximately one third of all assets either going to Eliot or his children or a combination of both depending on how this Court rules regarding the validity of the Wills and Trusts that have been challenged and already found fraught with Fraud, Fraudulent Notarizations, Improper Notarizations, Forgeries and more.

187. That due to a complete failure to follow Probate Rules, Trust Rules, Florida Statutes, Law, Attorney Conduct Codes and rampant Breaches of Fiduciary Duties there has been virtually no documents tendered for any trusts or entities sued hereunder, no transparency whatsoever since the beginning of Tescher, Spallina and Theodore's illegally gained reign as fiduciaries and counsel and this has significantly and catastrophically damaged Eliot, his family, creditors and others with intent.

188. That life insurance trust documents have gone missing and yet the missing trust filed a claim for insurance proceeds that were part of Simon's estate as evidenced in the ongoing Federal Civil Breach of Contract Lawsuit in IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION, Case No. 13cv3643, before the Hon. Judge Amy St. Eve, filed by an alleged Trustee, Robert Spallina, Esq. of Trust that does not legally exist in any form and he claims never to have seen.

189. That when the fraudulent insurance claim was rejected for obvious reasons that the alleged beneficiary does not legally exist, a Breach of Contract lawsuit was then filed by Theodore who suddenly replaced Spallina as the Trustee of the Lost Trust.

190. That there is a missing Heritage Union Life Policy for approximately two million dollars.

191. That there are now claimed to be missing IRA beneficiaries and there have been alleged IRA account changes Post Mortem,

192. That there are missing accountings for the Estates and virtually every Corporate Entity and Trusts created by Simon and Shirley.

193. There are missing personal assets of Simon and Shirley including millions of dollars of jewelry, art and furnishings, which is under ongoing investigations.

194. That there is NOT A SINGLE SIGNED TAX RETURN FOR SIMON OR SHIRLEY produced within the LEGALLY DEFICIENT ACCOUNTING OF SIMON'S ESTATE ORDERED UPON RESIGNATIONS AND REMOVAL OF TESCHER AND SPALLINA.

195. That Tax Returns turned over to the Curator Benjamin Brown, Esq. of Simon's Estate by CBIZ and Lewin are also unsigned.

196. That there have been NO OTHER ACCOUNTINGS OF ANY OTHER TRUSTS or Corporate Entities held UNDER THE WILLS AND TRUSTS of Simon and Shirley.

197. That there has been FORGERY POST MORTEM IN SEVERAL INSTANCES, FRAUDULENT NOTARIZATIONS IN SEVERAL INSTANCE INCLUDING POST MORTEM and IMPROPER NOTARIZATIONS OF ALLEGED WILLS AND TRUSTS and more.

198. That through these dispositive document crimes in the Estates and Trusts, Dominion and Control of the Estates and Trusts of Simon and Shirley were illegally overtaken by Theodore and his close personal friends and business associates, mostly Attorneys at Law sued herein, all misusing and abusing law to achieve a takeover illegally of the Estates, Trusts and other entities in order to convert

the assets in a variety of subsequent frauds and other crimes both state and federally to improper parties.

199. That it is alleged that Theodore and Pamela Simon were inappropriately notified of privileged, confidential and sensitive information of their disinheritance in the Estates, Trusts and Corporate Entities sued hereunder by Tescher and Spallina, prior to Simon's death.

200. That it is alleged that this inappropriately privileged, confidential and sensitive disclosed information was disclosed by Tescher and Spallina without knowledge and consent of Simon.

201. That Theodore and Pamela were bitter, angered and enraged[4] upon learning this information and a series of events described in Eliot's first Petition in the Estates of Simon and Shirley unfolded in efforts to force Simon to make changes to he and Shirley's long established Estate plans and Trusts to include them back into them.

202. That Simon never made these changes while alive and only after his mysterious, unexpected death were changes attempted to be made through POST MORTEM criminal acts and civil torts against the true and proper Beneficiaries.

203. That Eliot files several of the following Counts on the advice of Federal Judge Amy St. Eve of the Illinois Court in an Order dated March 17, 2014, whereby she stated,

> **Instead, Eliot is seeking damages against Tescher and Spallina for other claims, namely, fraudulent conversion, breach of fiduciary duty, legal malpractice, abuse of the legal process, common law conversion, civil conspiracy, and negligence in connection with the administration of Simon Bernstein's Estate in the Probate Court of Palm Beach County, Florida. Rule 14(a) does not authorize Eliot to seek any such relief in the present lawsnit because Eliot is not facing any liability in the first instance.**

[4] http://www.iviewit.tv/20111128PamelaLettertoSimonHeriaud&Genin.pdf

COUNT 1 - CIVIL CONSPIRACY

204. This is an action for Civil Conspiracy under Florida Statutes.

205. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 203, inclusive.

206. That as with any conspiracy, all of the facts regarding the actions of each of the defendants is largely unknown at this time and with ongoing investigations and new production documents that reveal even more alleged criminal acts and civil torts, more is being learned every day but one thing is for certain in this illegal legal conspiracy, the primary participants known at this time are licensed Attorneys at Law who have acted together to deprive Eliot and his family of legal rights through further abuse of process and complex illegal legal frauds constructed to obstruct justice and deny Eliot of due process and procedure and his and his children's inheritances.

207. That Theodore, on the day Simon died on September 13, 2012 alleged that Simon was murdered and filed a Palm Beach County Sheriff report already evidenced herein, claiming that Simon's girlfriend poisoned Simon.

208. That Theodore, on the day Simon died on September 13, 2012 alleged that Simon was murdered and ordered an Autopsy[5] be done, alleging that Simon's girlfriend poisoned Simon.

209. That Simon may have been murdered but now a growing body of evidence uncovered involves proven and further alleged FELONY criminal misconduct by the Defendants in combination.

210. That Simon may have been murdered not by his girlfriend but by those involved in the criminal conspiracy that has taken place to illegally seize Dominion and Control of the Estates and Trusts of Shirley and Simon and loot their assets to the tune of between $20-100 Million dollars and deprive Eliot and his family of their inheritances.

[5] www.iviewit.tv/SIMONBERNSTEINAUTOPSYREPORTHEAVYMETAL.pdf

211. That Simon may have been murdered not by his girlfriend but by those involved in the criminal conspiracy to steal intellectual properties worth billions upon billions of dollars, a conspiracy that has already been filed in a RICO and ANTITRUST lawsuit, already embodied herein, whereby there are allegations that ATTORNEYS AT LAW and others put a bomb in the Minivan of Eliot to murder he and his family, have made repeated and reported death threats to Eliot and more.

212. That Eliot is the midst of attempting to bring about a change in the legal system in efforts to root out systemic corruption at the highest levels by a rogue group of criminals disguised as Attorneys at Law, Judges, Politicians and more.

213. That Eliot has been targeted as a related case to Anderson, in efforts to silence his efforts to take a large bite out of crime in New York and Florida, through a complete violation of his personal property rights, privacy rights and more.

214. That this lawsuit and all the other related Probate cases and other legal cases Eliot is in are a coordinated and conspiratorial to harm Eliot and his family through legal process abuse and RICO type activities that use the legal system to deprive victims of their due process rights against those that hold seats of power and honor.

215. That this legal conspiracy may relate to other legal actions Eliot is currently involved in as described in Eliot's first Petition in the Estate cases[6], which are again involving conspiracy charges against primarily Attorneys at Law. Several of the defendants in each case are similar.

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[6] That on May 6, 2013 Petitioner filed an "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE." Filed in both estates Florida, through a complex
15th Judicial Florida Probate Court
www.iviewit.tv/20130506PetitionFreezeEstates.pdf
and
Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.
www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Southern District of New York

216. That Simon may have been murdered but not by his girlfriend as alleged, as he may have been talking with State and/or Federal Authorities regarding his knowledge in Proskauer Rose's alleged involvement in the Sir Robert Allen Stanford Ponzi scheme[7].

217. That Eliot is pursuing Defendants, Proskauer Rose LLP, Gerald Lewin, CPA and Albert Gortz, Esq. as the main initial parties involved in the theft of Simon and Eliot's Intellectual Properties and companies that were set up to hold those assets, worth an estimated billions of dollars and that they are also centrally involved now in the Estates, Trusts and Corporate Entity torts committed.

218. That the conspiracy has reached into the Estates and Trusts, again through corruption involving complex legal frauds committed through misuse of the legal system now by new Attorneys at Law acting as Officers of this Court, now committed in efforts to deprive Eliot and his family of their inheritances to interfere and hinder their efforts to bring about justice in several of the other now related legal battles Eliot and they are involved in.

219. That new evidence reveals that Eliot and his family have been targeted by high ranking members of the legal community (disciplinary department members, judges and attorneys at law) illegally misusing Joint Terrorism Task Force funds and resources to specifically Obstruct Justice in the prior cases by targeting them and surveilling them directly to interfering with their rights to due process and procedure.

220. That Simon and Shirley left vast wealth to their beneficiaries under their years of elaborate estate plans, costing thousands upon thousands of dollars to set up these trusts, business entities and other

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[7] "U.S. justices say Allen Stanford victims can sue lawyers, brokers" REUTERS, By Lawrence Hurley, WASHINGTON Wed Feb 26, 2014 4:09pm EST http://www.reuters.com/article/2014/02/26/us-usa-court-stanford-idUSBREA1P17220140226
and
"Proskauer, Chadbourne Could Face Billions In Damages" Law 360, By Stephanie Russell-Kraft, New York (February 26, 2014, 10:16 PM ET)
http://www.law360.com/articles/513782/proskauer-chadbourne-could-face-billions-in-damages
and
"How Allen Stanford kept the SEC at bay" Reuters, By Murray Waas, January 27, 2012 11:06 AM ET
http://business.financialpost.com/2012/01/27/how-allen-stanford-kept-the-sec-at-bay

vehicles. Simon and Shirley went to Proskauer for Estate planning in 2000 primarily to protect their interests in Eliot's technologies but fired them upon learning of their involvement in the stolen Intellectual Properties.

221. That Simon and Shirley's interests in the technologies and companies that held them is missing from the Estates and Trusts at this time.

222. That Spallina contacted Lewin and Proskauer to find out where the stocks were that they held for the companies they formed to hold the Intellectual Properties and did not receive any information back.

223. That Defendant's Oppenheimer and JP Morgan were both initially involved in Eliot's technologies and signed various agreements with the companies that held the Intellectual Properties, see http://iviewit.tv/CompanyDocs/Appendix%20A/.

224. That all of these complex estate plans, including multiple layers of trusts, business entities and other vehicles have been seized illegally and interfered with by various of the Defendants, acting alone and/or in concert with other Defendants and assets have been converted to improper parties through a combination of frauds and thefts to defeat Eliot of his inheritance, including but not limited to, the shares of the companies that hold the Intellectual Properties.

225. That in order to achieve this looting of the Estate, Trusts and Corporate Entities, financial and accounting information due to the Beneficiaries was further suppressed and denied and now it is learned in some instances even destroyed, to keep the information from the true and proper Beneficiaries, in violation of probate statutes, trust statutes, state law, federal law, attorney conduct codes and through breach upon breach of fiduciary duties.

226. That all parties sued hereunder have acted alone and in combination with others to violate the trusts, business entities and other vehicles to fraudulently remove assets from the corpuses of the trusts, business entities and other vehicles, in various artifices to defraud the true and proper Beneficiaries.

227. That the Oppenheimer Trusts and BFR are only a fraction of the trusts and entities that criminal activity is alleged taking place in but that directly relates to the overall conspiracy to rob and loot the Estates and further to extort Eliot, once Dominion and Control of the Estates and Trusts was seized illegally through the elaborate series of document forgeries and fraud.

228. That many of these frauds have already been brought before the Court in the Petitions and Motions filed by Eliot in the Estate cases before this Court, which remain unheard since May of 2013, which ties all of these Defendants together as part of the larger conspiracy in a variety of criminal acts and civil torts, again most of these illegal legal crimes were committed by Officers of this Court under the Tutelage of Your Honor.

229. That Craig was introduced to Eliot via the former Executors/Personal Representatives/Co-Trustees/Counsel of the Estate of Simon, Tescher and Spallina, who have since resigned and been removed from all Bernstein family matters in the midst of the arrest and conviction of their Notary Public/Legal Assistant for Fraudulent Notarizations, admitted Forgery (including forging documents POST MORTEM for Simon and five other forgeries of other interested parties), admitted POST MORTEM ALTERING of Trust documents by Robert Spallina in statements to PBSO[8], POST MORTEM closing of the Estate of Shirley with a dead Executor/PR, Simon, improper distributions made against the advice of counsel by the alleged fiduciary Theodore and many more crimes are alleged and under ongoing investigations in the Estates, Trusts and Corporate Entities of Simon and Shirley.

230. That Spallina without any legal authority informed Eliot that he had transferred the BFR Manager position after Simon died to Craig, in violation of the BFR Operating Agreement which calls for a vote of the Members, Eliot and Candice's three minor children are the only Members with Eliot and Candice as their Guardians.

[8] See footnote 1, PBSO January 2014 Sheriff Report

231. That Craig claimed that she was the Successor Trustee to Stanford Bank as Trustee of the children's school trust funds. The transfer of funds allegedly occurred when the infamous Sir Robert Allen Stanford was arrested for the second biggest Ponzi scheme in the United States and the banks he owned and operated were seized by US federal authorities and the monies had to be transferred to a new financial institution.

232. That it is alleged that large amounts of monies were lost in the transfers but again financial information regarding these transfers is limited due to suppression, denial and destruction of documents.

233. That several of the account executives working the Bernstein family investment accounts at Stanford, including those handling the children's trusts, transferred from the now infamous Sir Robert Allen Stanford banks to Oppenheimer, then to JP Morgan or vice versa, as the records provided thus far are incomplete and unclear regarding the personal transfers.

234. That on information and belief, Simon Bernstein immediately prior to his sudden and unexpected death, where it has been alleged by Theodore Bernstein and others that he may have been murdered, was contacting JP Morgan and Oppenheimer regarding missing funds in the transfer of his accounts and his family's accounts from Stanford to Oppenheimer then to JP Morgan or vice versa, including but not limited to, trust funds of Eliot's three minor children.

235. That this Court in the Probate cases has recently sealed a document as "Attorney Client Privileged" that Eliot is precluded from publishing or distributing but can be found online at a number of sources due to its widespread distribution by Eliot prior to his knowledge that claims of Privilege were levied in attempts to cover up the document that both threatens Eliot with forcefulness and aggressiveness and displays a wide variety of Breaches of Fiduciary Duties by Fiduciaries in the Estates and Trusts, primarily Theodore and violations of Attorney Conduct Codes and more by the Attorneys at Law

mentioned in the letter that was sent by Theodore directly and solely to Eliot, where neither are Attorneys at Law, nor clients of one another. That the letter exhibits further conspiratorial activities.

236. That in keeping with the Court Order, Eliot will not republish the email herein as directed but will direct the Court to available sites where it exists publically and eternally in the World Wide Web, including, http://www.ripoffreport.com/r/alan-rose-of-mrachek-fitzgerald-rose/west-palm-beach-florida-33401/alan-rose-of-mrachek-fitzgerald-amp-rose-alan-b-rose-suppress-free-speech-cover-up-1149197 and http://tedbernsteinreport.blogspot.com/2014/07/alan-rose-john-pankauski-and-ted.html , hereby incorporated by reference in entirety herein.

237. That Hon. Judge Colin claimed in hearings that it was obvious that the language threatening to use force and aggression with Eliot could not have meant to cause him physical harm or bodily injury and Eliot can understand that in normal circumstances lawyers using these terms may not mean harm but more strategy but in this unique case where the lawyers are accused of fraud, forgeries and theft and may face lengthy prison sentences, perhaps that language should be re-read in light of the claims of Murder of Simon, prior Death Threats to Eliot and CAR BOMBINGS and reported to the proper authorities by this Court.

238. This case is related to ALL of the following ongoing actions worldwide involving Eliot Bernstein where there are claims of conspiracy committed by Attorneys at Law in each and where shockingly there are many links in each of the cases to the same Attorneys at Law acting in various combinations in each case, including the instant action;

    i. UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK, ELIOT I. BERNSTEIN, et al., Plaintiffs, - against - APPELLATE DIVISION FIRST DEPARTMENT DISCIPLINARY COMMITTEE, et al., Defendants. Case No. 07 Civ. 11196 (SAS), Honorable Judge SHIRA A. SCHEINDLIN, U.S.D.J. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS,

ORDERS, ETC.) (TO BE PETITIONED TO REOPEN BASED UPON FRAUD ON THE COURT AND OBSTRUCTION RECENTLY DISCOVERED).

ii. SIMON BERNSTEIN ESTATE PROBATE CASE IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL ESTATE OF SIMON LEON BERNSTEIN CASE NO. 502012CP004391 IZ XXXX SB (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.).

iii. SHIRLEY BERNSTEIN ESTATE PROBATE CASE IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL ESTATE OF SHIRLEY BERNSTEIN CASE NO. 502011CP00653XXXXSB (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.).

iv. IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION, Case No. 13cv3643, before the Hon. Judge Amy St. Eve (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.).

a. Where the Estate of Simon was recently allowed to intervene in the Il. case as it directly relates to the Estate of Simon that was not previously represented in the case by the former PR's of the Estate Tescher and Spallina, which is similar to the instant case where these matters are trying to be separated into other Courts to diffuse the situations unfolding involving criminal acts and civil torts that are directly related.

v. OBSIDIAN FINANCE GROUP, LLC ET AL. V. COX CASE NO. 3:11-CV-00057-HZ. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.). (Note Bernstein is not a Defendant but was tried to be added as a Defendant after the case was heard).

vi. RANDAZZA ET AL V. COX, BERNSTEIN ET AL., CASE NO. 2:12-CV-02040-GMN-PAL. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.)

vii. COX VS. RANDAZZA, ET AL. – NEVADA RICO CASE NO. 2:13-CV-00297-JCM-VCF CHANGED TO 2:13-CV-00297 JCM (NJK) CHANGED TO 2:13-CV-00297 MMD-VCF. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.)

viii. MARC J. RANDAZZA ET AL. V GODADDY, LLC ET AL. ISSUED BY THE MIAMI-DADE COUNTY, FLORIDA 11TH JUDICIAL CIRCUIT COURT, CIVIL ACTION NO. 2014-5636-CA. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.)

ix. IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, CASE NO. CA 01-04671 AB, PROSKAUER ROSE LLP, A NEW YORK LIMITED LIABILITY PARTNERSHIP, PLAINTIFF, VS. IVIEWIT.COM, INC., A DELAWARE CORPORATION, IVIEWIT HOLDINGS, INC., A DELAWARE CORPORATION, AND IVIEWIT TECHNOLOGIES, INC., A DELAWARE CORPORATION, DEFENDANT. (To be petitioned to reopen based upon fraud on the court and obstruction recently discovered)

239. That in the Federal Court recent news shows a massive fraud on the courts occurred and Obstructions of Justice directly committed by heads of the New York Attorney at Law Disciplinary Committees and more, see all of the following articles, as they relate to Eliot Bernstein's Federal RICO and ANTITRUST lawsuit that was legally related by Hon. Judge Shira Scheindlin to the Whistleblower Lawsuit of Attorney at Law and Disciplinary Expert former New York Supreme Court Attorney, Christine C. Anderson, Esq. and thus Eliot's RICO is one of the cases mentioned in the article related

to her case that due process and procedure was obstructed with intentionally. All of these matters will be cause for the lawsuits involved and related to Anderson to be reopened due to fraud on the court and obstruction now learned of, as evidenced in the following articles.

SELECTED ARTICLES RELATING TO THE ELIOT BERNSTEIN RICO AND NEW INFORMATION ABOUT OBSTRUCTION OF JUSTICE AND MORE:

BREAKING NEWS!!!

INDICTMENTS COMING! US SENATOR JOHN SAMPSON FORMER HEAD OF THE NEW YORK DEMOCRATIC PARTY AND CHAIRMAN OF THE NEW YORK SENATE JUDICIARY COMMITTEE WAS THREATENED & BRIBED TO COVER UP NY & FEDERAL CORRUPTION!!

UPDATE - INDICTMENTS COMING : Iviewit Breaking News: NY Supreme Court Ethics Oversight Bosses Alleged MISUSE of Joint Terrorism Task Force Resources & Funds & Violations of Patriot Acts Against Civilian Targets for Personal Gain... US Senator John Sampson Threatened & Bribed to Cover Up NY & Federal Corruption!!

http://www.free-press-release.com/news-iviewit-breaking-indictments-coming-us-senator-john-sampson-threatened-bribed-to-cover-up-ny-federal-corruption-1369140092.html

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Wednesday, May 15, 2013
Expose Corrupt Courts

INSIDER SAYS NY STATE OFFICIALS BRIEFED ON JUDICIAL CORRUPTION INDICTMENTS

BREAKING NEWS: A New York State Court administrative insider says that top state officials have been briefed by the feds on pending federal corruption indictments that will include New York state court employees....

And late this morning, a Washington, D.C. source confirmed the information, adding that the target of one federal corruption indictment will include at least one sitting New York State judge and other individuals- all with ties to major banks.....

http://exposecorruptcourts.blogspot.com/2013/05/insider-says-ny-state-officials-briefed.html

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UPDATE: SENATOR JOHN SAMPSON, FORMER NEW YORK SENATE JUDICIARY CHAIR THREATENED AND BRIBED TO COVER UP OFFICIAL CORRUPTION

FRIDAY, MAY 17, 2013

Washington, D.C. Insider Says Senator John Sampson Covered-Up Court Corruption

BREAKING NEWS: Washington, D.C. insider says NYS Senator John Sampson covered-up evidence of widespread corruption in New York Surrogate's Courts.

Source says Sampson was first threatened, but then successfully bribed, to bury evidence involving countless state and federal crimes involving billions of dollars.

Syracuse, Rochester, Albany, White Plains, Brooklyn and Manhattan Surrogate's Courts are said to top the list of areas involved.

It was revealed on Wednesday that a New York State Court administrative insider said that top state officials had been briefed by the feds on pending federal corruption indictments that would include employees of New York's Office of Court Administration (a/ka/ "OCA"). Most court employees, including judges, are employed by OCA.

It was further confirmed by the Washington, D.C. source that judges, with ties to banks, would be among those charged.

http://ethicsgate.blogspot.com/2013/05/washington-dc-insider-says-senator-john.html

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IVIEWIT BREAKING NEWS: NY SUPREME COURT ETHICS OVERSIGHT BOSSES ALLEGED MISUSE OF JOINT TERRORISM TASK FORCE RESOURCES & FUNDS & VIOLATIONS OF PATRIOT ACTS AGAINST CIVILIAN TARGETS FOR PERSONAL GAIN..

May 14,2013

See Full Story at:

http://www.free-press-release.com/news-iviewit-breaking-news-ny-supreme-court-ethics-oversight-bosses-alleged-misuse-of-joint-terrorism-task-force-resources-funds-violations-of-patriot-1368533731.html

and

http://ethicsgate.blogspot.com/2013/04/formal-complaint-filed-against-nys.html

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

http://ethicsgate.blogspot.com/2013/04/formal-complaint-filed-against-nys.html

SELECT QUOTES FROM THAT NEWS STORY

April 3, 2013

Robert Moossy, Jr., Section Chief
Criminal Section, Civil Rights Division
US Department of Justice
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,

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.

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.

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.

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 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 Weisshaus v. Fagan.

NY SUPREME COURT BOSSES ILLEGALLY WIRETAPPING JUDGES CHAMBERS & HOMES. CHRISTINE ANDERSON WHISTLEBLOWER ILLEGALLY TARGETED FOR 24/7/365 SURVEILLANCE IN RELATED CASE TO IVIEWIT ELIOT BERNSTEIN RICO...

FOR IMMEDIATE RELEASE

(Free-Press-Release.com) May 14, 2013 — According to news reports, yes, the heads of the NY Supreme Court Ethics Department have been accused of derailing Justice by targeting victims and misusing Government Resources against private citizens with no other motive then Obstruction of Justice in court and regulatory actions against them or their cronies.

World Renowned Inventor Eliot Bernstein files NEW RICO RELATED CRIMINAL ALLEGATIONS against Law Firms Proskauer Rose, Foley & Lardner, Greenberg Traurig and more. Allegations that Bernstein was a target of these criminals cloaked as ATTORNEY AT LAW ETHICS BOSSES at the NY Supreme Court were presented to Federal Judge Shira A. Scheindlin. That evidence was presented that Bernstein's father may have been a target and murdered for his efforts to notify the authorities and more!!

READ ALL ABOUT IT @

http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obstruction%20of%20Justice165555%20WITH%20EXHIBITS.pdf

PREVIOUS PRESS RELEASES RELATING TO JUDGES ILLEGALLY WIRETAPPED

That on Tuesday, February 19, 2013, ECC released the story,

ETHICSGATE UPDATE FAXED TO EVERY U.S. SENATOR THE ULTIMATE VIOLATION OF TRUST IS THE CORRUPTION OF ETHICS OVERSIGHT EXCLUSIVE UPDATE:

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

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IVIEWIT LETTER TO US DOJ OFFICE OF INSPECTOR GENERAL MICHAEL E. HOROWITZ

http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130520%20FINAL%20Michael%20Horowitz%20Inspector%20General%20Department%20of%20Justice%20SIGNED%20PRINTED%20EMAIL.pdf

IVIEWIT RICO MOTION FOR CLARIFICATION:

http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130513%20FINAL%20Motion%20for%20Clarification%20of%20Order174604%20WITH%20NO%20EXHIBITS.pdf

Investigative Blogger Crystal Cox Sues Forbes and the New York Times for Defamation. March 6, 2013

http://www.free-press-release.com/news-investigative-blogger-crystal-cox-sues-forbes-and-the-new-york-times-for-defamation-1362547010.html

COURT CASES OF INTEREST

COX VS. RANDAZZA, ET AL. " NEVADA RICO CASE NO. 2:13-CV-00297-JCM-VCF CHANGED TO 2:13-CV-00297 JCM (NJK) CHANGED TO 2:13-CV-00297 MMD-VCF

OBSIDIAN FINANCE GROUP, LLC ET AL. V. COX CASE NO. 3:11-CV-00057-HZ (Famed First Amendment Rights Attorney at Law and Professor, Eugene Volokh, Esq., Professor at UCLA School of Law is representing Cox on Appeal)

THE BEGINNING OF THE END ~ NEW YORK SENATE JUDICIARY COMMITTEE HEARINGS

September 24, 2009 - Second Hearing

Public Hearing: Standing Committee On The Judiciary New York Senate Judiciary Committee
John L. Sampson Chairman

SENATE STANDING COMMITTEE ON THE JUDICIARY NOTICE OF PUBLIC HEARING

SUBJECT: The Appellate Division First Department Departmental Disciplinary Committee, the grievance committees of the various Judicial Districts and the New York State Commission on Judicial Conduct

PURPOSE: This hearing will review the mission, procedures and level of public satisfaction with the Appellate Division First Department Departmental Disciplinary Committee, the grievance committees of the various Judicial Districts as well as the New York State Commission on Judicial Conduct

ORAL TESTIMONY BY:

Witness List for Judiciary Hearing 9/24/09 The Judicial & Attorney Disciplinary Process in the State of New York

1. Richard Kuse of New City, NY
2. Victor Kovner of the Fund for Modern Courts
3. Douglas Higbee of Mamaroneck, NY
4. Judith Herskowitz of Miami Beach, FL
5. Peter Gonzalez of Troy, NY
6. Andrea Wilkinson of Rensselaer, NY
7. Maria Gkanios of Mahopac, NY
8. Dominic Lieto of Mahopac, NY
9. Regina Felton Esq of Brooklyn, NY
10. Kathryn Malarkey of Purchase, NY
11. Nora Renzuli, Esq. of Staten Island, NY
12. Stephanie Klein of Long Beach, NY
13. Ike Aruti of Rosedale, NY
14. Terrence Finnan of Keene, NY
15. Gizella Weisshaus, NY
16. **Eliot I. Bernstein of Boca Raton, FL**
17. Suzanne McCormick & Patrick Handley of NY

The Appellate Division of the Supreme Court is the entity that is legally responsible for enforcing the Rules of Professional Conduct governing the conduct of attorneys in New York State. The Appellate Division Departments have created grievance committees that are charged with the investigation of complaints against attorneys. Within the First Judicial Department the Departmental Disciplinary Committee of the Appellate Division investigates complaints against attorneys. The New York State Commission on Judicial Conduct was created by the State Constitution and is charged with investigating complaints against Judges and Justices of the Unified Court System.

According to the 2009 Report of the Commission on Judicial Conduct, there were 1,923 complaints filed in 2008. Yet of these complaints only 262 were investigated and of those, 173 were dismissed. This hearing will examine the processes and procedures that are followed by the various agencies charged with the responsibility of enforcing the rules and regulations that must be followed by the Judiciary and the Bar in the State of New York. It will also evaluate public satisfaction with the disciplinary process.

240. That if this Court would like a more definite type statement at this time of all known participants and each act they have committed in the Conspiracies, including those already pled in the Estate cases Petitioner will be happy to provide a statement similar to a RICO Statement to tie the conspirators together in any Amended Complaint where further elaboration is requested.

241. That more on the Conspiracy can be found in Eliot's first Petition in the Estate cases of Simon and Shirley under the section titled "The Elephant in the Room"[9] and while this was done over a year ago, many of the main allegations of criminal misconduct and civil torts have now been either proven or admitted and many more recently uncovered.

242. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Civil Conspiracy, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 2 - CIVIL EXTORTION

243. This is an action for Civil Extortion under Florida Statutes.

244. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 242, inclusive.

[9] That on May 6, 2013 Petitioner filed an "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE." Filed in both estates.
www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Southern District of New York, Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.

245. That many of the claims of Extortion have already been pled before this Court[10] in filings yet unheard at this time.

246. That the Defendants worked together and with others to interfere and deprive in combinations and separately to illegally seize Dominion and Control of BFR and the children's trust funds, which were the primary sources of funding for Eliot's family, along with intentional interference with Eliot and his children's inheritances.

[10] That on September 04, 2013, ELIOT filed Docket #TBD, in the estate of Simon, a "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: **MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS**; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE."
http://www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf
and
That on October 10, 2013 Petitioner filed in Shirley's estate case Motions titled,
(I) MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT
(II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD
(III) MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION
(IV) MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES
(V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE
(VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE
(VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND
(VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE
www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf

247. That Defendants worked together in concert and with others to interfere and deprive in combinations and separately to then begin a Pattern and Practice of frauds to destroy BFR and the children's trusts, in efforts to deplete Eliot of resources and then extort Eliot to either accept improper distributions to his children by participating in their fraud or else deprive Eliot of his and his children's inheritances.

248. That the Defendants worked together in concert and with others to interfere and deprive in combinations and separately to illegally seize Dominion and Control of the Estates and Trusts and delay and interfere with expectancies and inheritances of Eliot and his children.

249. That the Defendants worked together in concert and with others to interfere and deprive in combinations and separately to illegally seize Dominion and Control of Telenet Systems and delay and interfere with Eliot and Candice's income and interests in that company.

250. That once Defendants had seized Dominion and Control of the Estates, Trusts and Corporate Entities and diminished available funds to Eliot's family, they began an extortive attempt to have Eliot either participate in the fraudulent activity they were caught in or to face intentional financial calamity they now controlled.

251. That when Eliot refused and instead continued to pursue investigations with civil and criminal authorities, Defendants worked together in concert and with others to interfere and deprive in combinations and separately to interfere and deprive Eliot and his family of inheritances due them and deplete trust funds in his three minor children's trusts and leave them with no income that had been set up by Simon and Shirley in their estate plans virtually cutting them off of essential monies owed them.

252. That Eliot and his children had been set up financially through entities created by both Simon and Shirley while living and these finances were intended to continue after their deaths through their ELABORATE estate plans, some of these entities done exclusively for Eliot and his family's

PROTECTION, which were designed to provide monthly income and school funds for his family into the future for many years.

253. That intentional delays in Eliot's inheritance have been caused in Shirley's Estate and Trusts where ELIOT is a one third beneficiary by the former PR's and Trustees of Simon's Estate attempted to claim that Simon had changed Shirley's beneficiaries from her three children to her ten grandchildren, through a series of fraudulent documents and frauds on this Court.

254. That Eliot's siblings Theodore and his sister Pamela had been wholly disinherited and considered predeceased for Shirley and Simon's Estate and Trusts in 2008. When Shirley died in 2010 her Trusts that held millions of dollars in assets then became irrevocable with Eliot, Lisa and Jill and their lineal descendants as the only ultimate beneficiaries.

255. That both Simon and Shirley completed mirrored Wills and Trusts in 2008, according to deposition statements made by Donald Tescher on July 09, 2014, and these plans wholly left their Estates and Trusts and all properties to Eliot, Lisa and Jill and their lineal descendants only.

256. That documents recently provided by Court Order in the Estate of Simon have revealed that the 2008 Wills and Trusts of Shirley and Simon's appear materially different and not mirrored and these documents have already been questioned in prior filed and unheard motions of Eliot's as to their legal validity.

257. That Shirley died with her 2008 Will and Trusts as the Dispositive documents, with Simon as a beneficiary while alive and Trustee and only Eliot, Lisa and Jill and their lineal descendants as the ultimate beneficiaries. Simon could neither add nor subtract beneficiaries to Shirley's plans once she died as the trusts became irrevocable, despite efforts by the former PR/Executors/Trustees, Tescher, Spallina and Ted to illegally achieve changes to the Beneficiaries through a series of proven fraudulent and admitted forged and fraudulently altered documents and then subsequent distributions

were made as if these changes were legal and this to the advantage of Theodore and Pamela and to the disadvantage of others.

258. That Simon in no way could execute a Power of Appointment to make any changes to the Class of Beneficiaries (Eliot, Lisa and Jill and their lineal descendants) once she passed away. Yet, efforts were made to change the Beneficiaries of these irrevocable trusts and assets were then sold and distributions made to knowingly improper parties by the former PR's, Fiduciaries and Counsel for Simon and Shirley's Estates and Trusts.

259. That in 2012 Shirley's Estate was reopened by Hon. Judge Martin Colin due to Fraud committed by Tescher, Spallina, TSPA, Theodore, Manceri and Moran et al. and remains open today, pending ongoing litigation.

260. That in 2012 it is ALLEGED that Simon annulled his 2008 Will (instead of Amending it) and replaced it with an alleged 2012 Will and further allegedly Amended his 2008 Trusts and replaced it with a 2012 Amended and Restated Trust, only six weeks before he passed suddenly and unexpectedly.

261. That in 2013 it is proven in this Court in the Estate and Trust cases that POST MORTEM, Simon closed the Estate of Shirley, while dead for four months acting as Personal Representative, yes dead and done with Fraudulently Notarized, Fraudulent and Forged documents that has already led to one an arrest for felony acts.

262. That in 2013 it was learned from the Governor Rick Scott's Office,Notary Public Division that the notarizations on the ALLEGED 2012 Will and Amended and Restated Trust were improper and where Simon cannot now said to have been present on the date the document is alleged signed, due to such improper notarization and legally void for this and other defects. The documents have been challenged before this Court for the 2012 Will and Trusts of Simon.

263. That Eliot has assisted the PBSO financial crimes division with information regarding alleged further criminal acts that are ongoing and primarily committed by Officers of this Court and Fiduciaries of this Court and due to this fact they have conspired to deny Eliot and his family, including three minor children of their inheritances, have stolen monies from Eliot and his children's pre-funded trusts and companies and then knowing that they were harming Eliot and his family, they proceeded to repeatedly attempt to force Eliot to either partake in illegal activities or starve and possibly be foreclosed on and evicted from their home and more.

264. That these efforts to foreclose on the home and starve out Eliot and his family completely defeats the wishes of both Simon and Shirley Bernstein in the elaborate estate planning mechanisms they put in place to protect Eliot and his family's assets, in some instances these plans were solely for Eliot and his family.

265. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Civil Extortion, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 3 - THEFT

266. This is an action for Civil Theft under the Florida Statutes.

267. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 265, inclusive.

268. That theft of property has occurred with the misuse of bank accounts, including POST MORTEM held in the Estates and Trusts.

269. That a series of property frauds have left assets missing and unaccounted for at this time, including but not limited to, Jewelry, Artwork and Furnishings, which has been reported to authorities and remains under ongoing investigation.

270. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Theft, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 4 – FRAUDULENT CONVERSION

271. This is an action for Fraudulent Conversion under Florida Statutes.

272. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 270, inclusive.

273. That Spallina, Tescher, Theodore, Craig, Worth, Manceri, Rose, Pankauski and others have interfered with Eliot and his children's inheritances by falsifying documents and other criminal acts and civil torts to convert assets to improper parties and seize Dominion and Control of various trusts and estates assets with intent and destroy, suppress and deny Eliot and his family of their inheritances.

274. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Conversion, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 5 – INTENTIONAL INTERFERENCE WITH AN INHERITANCE/EXPECTANCTY

275. This is an action for Torturous Interference with an Inheritance under Florida Statutes.

276. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs I through 274, inclusive.

277. That Eliot and/or his children had expectancy from the Trusts, Estates and Corporate Entities of Simon and Shirley Bernstein sued hereunder and there has been intentional interference with the expectancy through tortuous conduct that caused and continue to cause damages.

278. That Spallina, Tescher, Theodore, Craig, Worth, Manceri, Rose, Pankauski and others have interfered with Eliot and his children's inheritances through a number of schemes and artifices to defraud and by falsifying dispositive documents to convert assets to improper parties and seize Dominion and Control of various trusts and estates assets with intent and destroy, suppress and deny Eliot and his family of their inheritances.

279. That Eliot and his family have been denied access to Estate and Trust documents and accountings for now four years in Shirley's Estates and Trusts and two years in Simon's Estates and Trusts in efforts to deny them their inheritances and convert the properties to improper parties.

280. That despite the fact that Simon and Shirley's Estate and Trusts were to be distributed to Eliot and his children immediately upon their deaths to provide income for their health, maintenance, schooling and more, through intentional egregious acts of bad faith and criminal activity Eliot and his family have not received any inheritance in almost two years, which was intentionally caused to harm them.

281. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Intentional Interference with an Inheritance/Expectancy, jointly and severally, personally and professionally and for remedies

as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 6 – CIVIL FRAUD

282. This is an action for Civil Fraud under Florida Statutes.

283. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 281, inclusive.

284. That a complex set of frauds have taken place in the Estates and Trusts of Simon and Shirley and some are already proven such as improper notarizations of Wills and Trusts of Simon, proven fraudulently notarized Waivers in Shirley's Estate, proven Fraud on this Court through use of a deceased person, Simon, to act as Personal Representative to close an Estate through documents filed by the law offices of Tescher and Spallina on behalf of a dead PR and with no notice to the Court for months that the PR that was filing the documents had passed and this was done with scienter with this Court POST MORTEM.

285. That when Simon died the Estate of Shirley had not been closed and in order to attempt to change her Beneficiaries of her Estate and Irrevocable Trusts, the scheme needed Simon to be alive and close the Estate and then attempt to use an ALLEGED Power of Appointment to make changes that could not be made legally, therefore Simon was used POST MORTEM for several months while dead to close Shirley's Estate and then try and make changes to her Beneficiaries, again, POST MORTEM.

286. That similar fraudulent activity is taking place with the children's Trusts, BFR, the Estates, virtually all of the Trusts and entities sued hereunder, where documents are not complete, there are missing signatures, assets are being stolen and funds improperly used by the fiduciaries in self-dealing transactions that have benefited the Defendants.

287. That virtually every act of the Fiduciaries and their Counsel has been fraudulent since the altering and changing of dispositive documents to illegally seize Dominion and Control of the Estates, Trusts and Corporate Entities in efforts to loot the Estates, Trusts and Corporate Entities of Simon and Shirley through various subsequently fraudulent acts.

288. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Frauds, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 7 - BREACH OF FIDUCIARY DUTIES

289. This is an action for Breach of Fiduciary Duties under Florida Statutes.

290. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs I through 288, inclusive.

291. That the fiduciaries of the Estates, Trusts and Corporate Entities sued hereunder are alleged to have gained their fiduciary positions through a series of fraudulent documents and other acts and thus EVERY action they have taken forward is a breach of fiduciary duties through combinations of self-dealing transactions, excessive compensations, excessive and unjustified legal fees (including billing for time to respond to investigators and more), improper and illegal investment decisions and a mass of pilfering and stealing of assets.

292. That despite being aware of their involvement in criminal acts, the fact that they are under ongoing investigations, the fact that the dispositive documents have been challenged and found fraught with fraud and more, the fiduciaries, primarily now Theodore since the counsel he brought to the Bernstein family, Tescher and Spallina, are removed, continues to act and abuse his alleged fiduciary

powers to harm and deceive beneficiaries despite his absolute and irrefutable conflicts of interest and adverse interests that factually preclude his involvement further as fiduciary.

293. That despite Theodore knowing and being informed repeatedly of the reasons he cannot now serve in any fiduciary capacities in the Estates and Trusts of Simon and Shirley he continues with his counsel to act in disregard of his fiduciary duties to resign, in efforts to liquidate assets in fire sale self-dealing transactions before he is removed.

294. That Theodore is alleged by his counsel to have took distributions against the advice of counsel as claimed by Spallina to PBSO, all in efforts to loot further the Estates and Trusts before he is fully removed in every capacity in the Estates and Trusts of Simon and Shirley.

295. That all Fiduciaries to the Estates, Trusts and Corporate Entities sued hereunder have committed multiple Egregious Acts of Bad Faith with Unclean Hands in violation of their fiduciary duties causing a mass of civil torts against Plaintiffs.

296. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against all Defendants in any Fiduciary role for any of the trusts sued hereunder for Breach of Fiduciary Duties under 736.1001 Remedies for breach of trust and other applicable statutes both jointly and severally, personally and professionally, and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 8 - ABUSE OF PROCESS

297. This is an action for Abuse of Process under Florida Statutes.

298. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 296, inclusive.

299. That improper use of the court's process through vexatious litigations and other legal debauchery has taken place repeatedly, including the filing of this instant action with ulterior and improper motives of the Defendants in exercising such illegal use of process and damages to the Eliot and his family have resulted from such abuse of process with malice.

300. That all of the document Frauds have been implemented using the Court processes to achieve Dominion and Control of the Estates and Trusts through a series of fraudulent dispositive documents crafted to commit fraud both on the Court and the Beneficiaries, Interested Parties and Creditors.

301. That several instances of Fraud on this Court by Officers and Fiduciaries of this Court are already proven and this represents irrefutable evidence of Abuse of Process, similar to the abuse of process in this action, whereby the Courts are being used to attempt to diffuse and cover up the crimes that have taken place in the children's school trusts and BFR.

302. That there are multiple abuses of process that are expensive and abusive to the Beneficiaries, including legal harassment in efforts to further harm beneficiaries by causing expensive delays in estate administration and billing up outrageous attorney fees and costs through frivolous and fraudulent pleadings.

303. That Gray Robinson and Steven Lessne have abused process by contacting Eliot and Candice under false premises to gain insight into highly confidential and sensitive information regarding their legal strategies against Oppenheimer, initially claiming to represent BFR and Eliot's children's pre funded school trusts when really representing Oppenheimer's Craig as Trustee and Manager of BFR. Then using this ill gained information to file a lawsuit to further harass Eliot and Candice.

304. That Gray Robinson knowing of Fraud allegations against Craig, Worth and others involved in these matters, then tried to escape from their fiduciary obligations to report the crimes and filed this instant action with a separate Judge at this Court and without notifying the Court, the new Judge or the authorities of the illegally activities alleged against their client Oppenheimer et al.

305. That Lessne also did not file this instant action as part of the Court cases before Hon. Judge Martin Colin, while knowing of the related Estate and Trusts actions already in play and directly related to these matters.

306. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants, jointly and severally, personally and professionally, for Abuse of Process and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

COUNT 9 - LEGAL MALPRACTICE

307. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 306, inclusive.

308. This is an action for Legal Malpractice under Florida Statutes.

309. That in the instant action Gray Robinson and Steven Lessne have committed legal malpractive by contacting Eliot and Candice under false premises to gain insight into highly confidential and sensitive information regarding their legal strategies against Oppenheimer, Spallina, Tescher, Theodore, Manceri et al. initially claiming to represent BFR and Eliot's children's pre funded school trusts when really Lessne was representing Oppenheimer's Craig as Trustee of the children's trusts and Manager of BFR, not the entities and beneficiaries of the entities.

310. That Attorneys at Law, Spallina, Tescher, Manceri, Rose, Pankauski, Gortz and others have worked together in concert and with others to interfere and deprive in combinations and separately to commit frauds, frauds on the courts and more in direct efforts to commit a series of criminal wrongdoings and civil torts against parties to the Estates and Trusts of Simon and Shirley and other related entities, which have enriched them greatly through legal fees and more.

311. That all Attorneys at Law named as Defendants hereunder have committed malpractice by subverting their clients' interests and participating in a variety of criminal acts resulting in a mass of civil torts to the true and proper Beneficiaries of the Estates and Trusts of Simon and Shirley and others.

312. That through a web of conflicting interests and adverse interests the Attorneys at Law involved in this action and those involved in the probate of the Estates of Simon and Shirley have worked together in concert and with others to interfere and deprive in combinations and separately to violate virtually the entire Attorney Conduct Codes and State and Federal Laws.

313. That the Attorneys at Law have enriched themselves through these fraudulent activities to the disadvantage of Eliot and his family.

314. That the Attorneys at Law named hereunder as Defendant, in some instances even admittedly, altered Estate and Trusts documents to enrich themselves and others, including their friend and client Theodore, while intentionally causing problems with the Beneficiaries to gin up disputes that resulted in excessive legal fees for themselves and the fiduciaries, in some cases the Attorneys also acting as the Fiduciaries and then counsel to themselves as the fiduciaries, as the case is with Tescher and Spallina.

315. That Tescher and Spallina conspired together to change and alter Trust documents in Shirley's Estate in efforts to benefit their CLIENT, FRIEND and BUSINESS ASSOCIATE, Theodore.

316. That all Attorneys at Law to the Estates, Trusts and Corporate Entities sued hereunder have committed multiple Egregious Acts of Bad Faith with Unclean Hands in violation of their Attorney Conduct Codes and Law causing a mass of civil torts against Plaintiffs.

317. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Legal Malpractice, jointly and severally, professionally and personally, and for remedies as may be awarded Plaintiff

under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 10 – EQUITABLE LIEN

318. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs I through 316, inclusive.

319. This is an action to impose an Equitable Lien on the Estates and Trusts Assets in both the Simon and Shirley Estates that were seized illegally from December 08, 2010 when Shirley deceased and then further from September 13, 2012 when Simon deceased through a series of fraudulent activities that transferred Dominion and Control of the assets to improper parties and have since led to numerous other fraudulent activities under ongoing State and Federal investigations both civil and criminal.

320. That this is an action for an Equitable Lien on the children's Trusts, all Trusts sued hereunder and all Estates, Trusts and Corporate Entities sued hereunder that Simon and Shirley had interests in, due to the fraudulent activity taking place and to preserve and protect the assets.

321. That the Defendants have become enriched unjustly due to the criminal acts and civil torts defined herein.

322. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment for an Equitable Lien and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 11 - ACCOUNTING

323. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs I through 322, inclusive.

324. This is an action against Theodore, Craig, Worth, Spallina and Tescher and others who have failed to provide accountings for the Estates or Trusts to the Beneficiaries and Interested Parties as statutorily required for full formal accountings of all Trusts, Estates and Entities involved in the estate plans of Simon and Shirley and sued hereunder.

325. That Theodore has failed to provide accounting in any of his alleged roles as a fiduciary in the Estates and Trusts of Shirley and Simon as required by law since he allegedly began acting as a fiduciary.

326. That Spallina and Tescher and all other current and former trustees (excluding Benjamin Brown, Esq. the Curator of Simon's Estate and the new Successor PR of the Estate of Simon, Brian O'Connell, Esq.) failed to provide accountings or tender documents to Beneficiaries and Interested Parties according to well established probate rules and statutes in their roles as fiduciaries and counsel to the Estates and Trusts of Simon and Shirley as required by law.

327. That Theodore after allegedly becoming Successor Trustee to the Trusts of Simon has failed to provide an accounting or any other evidence that he was elected legally as the Successor Trustee.

328. That Theodore after acting for almost a year in Shirley's Estates and Trusts with no legal authority or notice or accountings to beneficiaries, was then appointed PR of the Estate of Shirley by Judge Colin and since October 2013 has failed to provide an accounting, his letters or any other documents to the beneficiaries in violation of Probate Rules and Statutes.

329. All Trustees in ALL of the Trusts created by Simon and Shirley Bernstein and so sued hereunder have failed under;

> 736.0813 Duty to inform and account.—The trustee shall keep the qualified beneficiaries of the trust reasonably informed of the trust and its administration.
> (1) The trustee's duty to inform and account includes, but is not limited to, the following:
> (a) Within 60 days after acceptance of the trust, the trustee shall give notice to the qualified beneficiaries of the acceptance of the trust, the full name and address of the trustee, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.

(b) Within 60 days after the date the trustee acquires knowledge of the creation of an irrevocable trust, or the date the trustee acquires knowledge that a formerly revocable trust has become irrevocable, whether by the death of the settlor or otherwise, the trustee shall give notice to the qualified beneficiaries of the trust's existence, the identity of the settlor or settlors, the right to request a copy of the trust instrument, the right to accountings under this section, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.
(c) Upon reasonable request, the trustee shall provide a qualified beneficiary with a complete copy of the trust instrument.
(d) A trustee of an irrevocable trust shall provide a trust accounting, as set forth in s. 736.08135, from the date of the last accounting or, if none, from the date on which the trustee became accountable, to each qualified beneficiary at least annually and on termination of the trust or on change of the trustee.
(e) Upon reasonable request, the trustee shall provide a qualified beneficiary with relevant information about the assets and liabilities of the trust and the particulars relating to administration.

330. That all Fiduciaries and Attorneys at Law to the Estates, Trusts and Corporate Entities sued hereunder have committed multiple Egregious Acts of Bad Faith with Unclean Hands in violation of their fiduciary duties by failing to provide legally timely accountings and have intentionally and with scienter have failed to provide accountings and more causing a mass of civil torts against Plaintiffs.

331. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs demands judgment for accountings for ALL Estate and Trusts of both Shirley and Simon sued hereunder that have been denied in violation of statutes and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 12 – REMOVE DEFENDANTS IMMMEDIATELY FROM ALL FIDUCIARY AND LEGAL POSITIONS IN THE ESTATES, TRUSTS AND OTHER CORPORATE ENTITIES SUED HEREUNDER

332. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 331, inclusive.

333. This is an action to remove the current ALLEGED Trustee of the Estate and trusts of Shirley, Theodore, the Trustee of Simon's trusts, again Theodore, the Trustee of the children's school Trusts, Craig and Worth and the Manager of BFR, Craig.

736.0706 Removal of trustee

334. This is an action to remove the current ALLEGED Counsel to the Trustee of the Estate and trusts of Shirley, Rose and Pankauski, the Counsel to the Alleged Trustee of Simon's trusts, again Rose and Pankauski, the Counsel for the Trustee of the children's school Trusts, Gray Robinson, the Counsel for the Manager of BFR, Gray Robinson and all other unknown counsel to any of the trustees who have acted alone and in combination with each other, with the fiduciaries of the various trusts and wills and other defendants to violate the trusts and wills of Simon and Shirley sued hereunder.

335. That on July 11th 2014 Theodore's Motion to be Appointed Personal Representative of the Estate of Simon to replace the Curator, Benjamin Brown, Esq. that was installed after Tescher and Spallina were removed in all capacities from the Estates and Trusts of Simon and Shirley Bernstein amidst the criminal acts and civil torts proven, admitted and alleged in the Estates and Trusts thus far and where after making a bid to become the Successor PR, against a tidal wave of opposition and legally sound reasons that do not make him qualified now to act in any fiduciary capacities in either the Estates and Trusts of Simon and Shirley, Theodore withdrew his request after wasting this Court and everyone's time, including a mass of legal fees encumbered by all parties and allowed an independent Third Party Personal Representative to be elected, Brian O'Connell, Esq.

336. That Theodore is not now qualified to be Personal Representative or Trustee or Manager of any of Simon and Shirley's Wills and Trusts and entities created by them for the beneficiaries, as he has a plethora of Conflicts of Interests, he has absolute Adverse Interests in both Simon and Shirley's Estates and Trusts, he is under ongoing criminal investigations and civil actions that further make him conflicted and unable to legally serve and he must instantly be removed by this Court to preserve

and protect the assets of Simon and Shirley from further Fraud and more that Theodore is the central alleged perpetrator of. Where Theodore has directly benefited the most from the criminal acts already proven, admitted and alleged and Theodore has been considered in all Wills and Trusts of Simon and Shirley as PREDECEASED and wholly disinherited. Theodore therefore has no real beneficial interest in these matters in light of the allegations against him, to be a Fiduciary in light of the ongoing messes caused under his tutelage and aided and abetted by Attorneys at Law that are his friends and business associates who all came in to the Estate and Trust matters through their relations to Theodore. Theodore must be removed as he and his sister Pamela are the direct benefactors of all these problems and criminal acts committed thus far, to the disadvantage of other beneficiaries, interested parties and creditors.

337. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment to REMOVE COUNTER DEFENDANTS IMMMEDIATELY FROM ALL FIDUCIARY AND LEGAL POSITIONS IN THE ESTATES AND TRUSTS AND OTHER ENTITIES OF SIMON AND SHIRLEY BERNSTEIN, to SIEZE ALL RECORDS and Estate and Trust Assets from all Defendants regarding the Estates, Trusts and Corporate Entities Sued hereunder and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 13 - PREMLINARY INJUNCTION

338. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 337, inclusive.

339. This is an action under Florida Statute 526.312 and any other applicable statutes to prohibit instantly the current ALLEGED Trustee of the Estate and trusts of Shirley, Theodore, the Trustee of Simon's trusts, again Theodore, the Trustee of the children's school Trusts, Craig and Worth and the Manager

of BFR, Craig from any further actions in any capacities until these matters of fraud and more can be fully resolved both criminally and civilly before this Court and state and federal civil agencies.

340. That this injunction should freeze all assets held in ALL Trusts, Estates and Entities named hereunder to preserve them from further fraud being committed by fiduciaries and counsel to the fiduciaries, who are all alleged to be directly involved in the prior criminal acts, ongoing alleged criminal acts and admitted criminal acts and that no further acts regarding the assets should be made without direct Court approval, including ALL Attorney at Law fees, costs or any other transactions other than those already arranged by the Court with Brian O'Connell and Benjamin Brown. That this is to include all properties held in all Trusts. Estates and Corporate Entities sued hereunder that Simon and Shirley owned or had interests in.

341. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment a Preliminary Injunction and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 14 – BREACH OF CONTRACT
HERITAGE UNION LIFE INSURANCE CONTRACT

342. This is an action for Breach of Contract under Florida Statutes.

343. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 341, inclusive.

344. That there is an insurance Policy #1009208 issued by Heritage Union Life Insurance Company on the life of Simon L. Bernstein and assumed by their Successors and Re-Insurers and their Successors and whereby the policy is now alleged to be missing by all parties, including Heritage and their Successors.

345. That failure to produce the contract to determine the terms and conditions of the contract is a breach of the contract by Heritage.

346. That failure to maintain a copy of the Policy by Heritage and their Re-Insurers violates record retention rules, procedures and statutes.

347. That it is alleged that the insurance policy is not lost but rather suppressed and denied to deprive the true and proper beneficiaries of the proceeds and to hide the true policy face amount and more.

348. That Robert Spallina signed an insurance death benefit claim form acting as the Trustee of the alleged lost SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995 that Spallina himself claimed never to have seen or possessed.

349. That Robert Spallina acted in egregious bad faith in misleading Heritage to believe that he was also the Trustee of LaSalle National Trust, N.A., which is also alleged to be a Beneficiary of the Policy, in efforts to convert the death benefit to his law firm.

350. That the claim form Robert Spallina signed was denied by Heritage for insufficient proof that he was the Beneficiary of the Policy as the alleged Trustee of the lost Trust or the alleged Trustee of LaSalle National Trust, N.A.

351. That Theodore then filed a Breach of Contract lawsuit against Heritage as the acting as the Trustee of the alleged lost SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995 that Theodore himself claimed never to have seen or possessed.

352. That Heritage and/or their Successors cannot prove who the Beneficiary of the Policy at the time of Simon's death was due to their failure to maintain records and possess a bonafide copy of the Policy with all of its terms and conditions and that this has damaged Eliot and his children who are alleged to be Beneficiaries of the Policy and or trusts that make claim as having a beneficial interest in the proceeds.

353. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment a Preliminary Injunction and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

Filed on Wednesday, July 30, 2014,

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children.

X_____

Candice Bernstein, Pro Se, as legal guardian on behalf of her three minor children.

X_____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Wednesday, July 30, 2014,

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children

X_____

SERVICE LIST

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Ted Bernstein
880 Berkeley
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Donald Tescher, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Ted Bernstein
Life Insurance Concepts et al.
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

TESCHER & SPALLINA, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Alan B. Rose, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
arose@pm-law.com
and
arose@mrachek-law.com

Pamela Simon
President
STP Enterprises, Inc.
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
psimon@stpcorp.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

L. Louis Mrachek, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
lmrachek@mrachek-law.com

Charles D. Rubin
Managing Partner
Gutter Chaves Josepher Rubin Forman
Fleisher Miller PA
Boca Corporate Center
2101 NW Corporate Blvd., Suite 107
Boca Raton, FL 33431-7343
crubin@floridatax.com

Kimberly Moran
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
kmoran@tescherspallina.com

Lindsay Baxley aka Lindsay Giles
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
lindsay@lifeinsuranceconcepts.com

Gerald R. Lewin
CBIZ MHM, LLC
1675 N Military Trail
Fifth Floor
Boca Raton, FL 33486
jlewin@cbiz.com

Clair A. Rood, Jr.
Senior Managing Director
CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC
175 South West Temple, Suite 650
Salt Lake City, UT 84101
crood@cbiz.com

Joseph M Leccese
Chairman of the Firm
Proskauer
Eleven Times Square
New York, NY 10036
t: 212.969.3000
f: 212.969.2900
info@proskauer.com
jleccese@proskauer.com

Albert Gortz, Esq.
Proskauer Rose LLP
One Boca Place
2255 Glades Road
Suite 421 Atrium
Boca Raton, FL 33431-7360
agortz@proskauer.com

Christopher Stroup
Chairman of the Board of Directors and Chief Executive Officer
Heritage Union
A member of WiltonRe Group of Companies
187 Danbury Road
Wilton, CT 06897
cstroup@wiltonre.com
msarlitto@wiltonre.com

Estate of Simon Bernstein
Personal Representative
Brian M. O'Connell, Partner
Ciklin Lubitz Martens & O'Connell
515 N Flagler Drive
20th Floor
West Palm Beach, FL 33401
boconnell@ciklinlubitz.com
jfoglietta@ciklinlubitz.com

Steven Lessne, Esq.
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
steven.lessne@gray-robinson.com

Byrd F. "Biff" Marshall, Jr.
President & Managing Director
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
biff.marshall@gray-robinson.com

T&S Registered Agents, LLC
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com
dtescher@tescherspallina.com

Chicago Title Land Trust Company
10 S. LaSalle Street,
Suite 2750
Chicago, IL 60603
David Lanciotti,
Exec Vice Pres and General Counsel
David.Lanciotti@ctt.com

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

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

Dennis McNamara
Executive Vice President and General Counsel
Oppenheimer & Co. Inc.
Corporate Headquarters
125 Broad Street
New York, NY 10004
800-221-5588
Dennis.mcnamara@opco.com
info@opco.com

Hunt Worth, Esq.
President
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
302-792-3500
hunt.worth@opco.com

Dennis G. Bedley
Chairman of the Board, Director and Chief Executive Officer
Legacy Bank of Florida
Glades Twin Plaza
2300 Glades Road
Suite 120 West – Executive Office
Boca Raton, FL 33431
info@legacybankfl.com
DBedley@LegacyBankFL.com

Neil Wolfson
President & Chief Executive Officer
Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890-0001
nwolfson@wilmingtontrust.com

Ralph S. Janvey
Krage & Janvey, L.L.P.
Federal Court Appointed Receiver
Stanford Financial Group
2100 Ross Ave, Dallas, TX 75201
rjanvey@kjllp.com

James Dimon
Chairman of the Board and Chief Executive Officer
JP Morgan Chase & CO.
270 Park Ave. New York, NY 10017-2070
Jamie.dimon@jpmchase.com

Janet Craig
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
Janet.Craig@opco.com

William McCabe
Oppenheimer & Co., Inc.
85 Broad St Fl 25
New York, NY 10004
William.McCabe@opco.com

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

OPPENHEIMER BANK OF DELAWARE'S MOTION FOR ENLARGEMENT OF TIME TO RESPOND TO COUNTER-COMPLAINT

Oppenheimer Trust Company of Delaware ("OTCD"), in its capacity as the resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein (the "Resigned Trustee"),[1] by and through its undersigned counsel, hereby files this Motion for Enlargement of Time to Respond to the "Counter-Complaint" filed by Eliot and Candice Bernstein in various capacities, and states:

1. In response to a two-count Petition filed by the Resigned Trustee related to three small trusts for the benefit of Joshua, Jake and Daniel Bernstein (the "Minor Beneficiaries"), Eliot and Candice Bernstein, as the parents and natural guardians of the Minor

[1] OTCD filed this action solely in its capacity as the Resigned Trustee and does not, by the filing of this Motion or otherwise, voluntarily appear in this action or subject itself to the jurisdiction of this Court in any other capacity.

Beneficiaries, and in at least a dozen other capacities, purported to file an 86-page, 353-paragraph, 14-Count "Counter Complaint" against the Resigned Trustee, 76 additional counterclaim-defendants, all persons directly or indirectly related to the "entity" counterclaim-defendants, and "John Does 1-5000." Eliot Bernstein expressly incorporates into the Counter Complaint all allegations, pleadings and evidence from nine other lawsuits pending "worldwide involving Eliot Bernstein," including several pending before this Court under different case numbers.

2. In addition to its substantive deficiencies, the Counter Complaint raises threshold questions of, *inter alia*, jurisdiction, comity, priority, capacity, standing, conflicts of interest, and the appropriateness of permitting Eliot and Candice Bernstein to act as their children's representatives in this litigation. The Resigned Trustee intends to raise these threshold issues by motion, but requires additional time to do so.

3. The Resigned Trustee respectfully requests a thirty (30) day enlargement of time, through and including September 19, 2014, to respond to the Counter Complaint by motion or otherwise.

4. This is the first enlargement of time sought by the Resigned Trustee. It is requested in good faith and not for purpose of delay.

WHEREFORE, the Resigned Trustee respectfully requests a thirty (30) day enlargement of time, through and including September 19, 2014, to respond to the Counter Complaint.

Respectfully submitted,

GRAYROBINSON, P.A.
Counsel for the Resigned Trustee
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: */s/ Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail and U.S. Mail to all parties on the attached Service List this 20th day of August 2014.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
ivewit@ivewit.tv
ivewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

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*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB
PROBATE DIVISION

Honorable Martin Colin

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

Petitioner,

v.

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

_____/

MOTION TO COMPEL THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN TO PAY FOR AND PROVIDE COUNSEL FOR ELIOT AND HIS MINOR CHILDREN.

1. That Eliot and his three minor children's inheritances have been interfered with and delayed by CRIMINAL MISCONDUCT committed by OFFICERS OF THIS COURT and FIDUCIARIES in the Estates of Simon and Shirley.

2. That due to these interferences and delays with an expected inheritance caused by OFFICERS OF

THIS COURT, Eliot and his children have been forced to need counsel separately due the conflicts of interests created by the frauds making determination of beneficiaries to be decided by the Court at a later date and thus without those inheritances, held up by this Court, Eliot and his children who have been forced to indigent status. Eliot has filed with the Court an indigent application in the Oppenheimer lawsuit showing how bad this has become due to the intentional interference with his inheritance caused by the former and current OFFICERS OF THIS COURT and FIDUCIARIES criminal misconduct.

3. That per a letter from the former Fiduciaries and Counsel in the Estates and Trusts, Donald Tescher, attached Exhibit 1, this Court can see that these needs for counsel for Eliot and his minor children are a direct result of actions of the fiduciaries who even state they want to help the injured parties,

> It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death...I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family.

4. That the Officers of the Court and Fiduciaries, including the alleged Trustee Theodore and his counsel Alan Rose, who have participated in the advancement of these fraudulent schemes that used Altered Trust documents and made illegal distributions as a result, all benefiting Theodore and his counsel the most, have been since wasting Estate and Trust funds without Court approval for Legal Fees to defend Theodore's friends who have been removed from these matters, Spallina, Tescher and Manceri. These costs for the fiduciaries to commit fraud and then try and defend themselves before the Court, even lying to the Court about their involvement until forced to confess to Sheriff investigators is estimated to have bled the Estates and Trusts already north of a million dollars or more. Now further legal fees are being used in efforts to cover up the former crimes, use strategies

admitted to be "forceful and aggressive" against beneficiaries for Theodore to protect himself using Trust funds as admitted on the record by the Theodore and further injure the parties already damaged by these intentional interferences through fraud of Theodore's former counsel and PR's and Trustees now removed.

5. That NO accountings of legal fees and details of them have been provided to beneficiaries despite repeated requests and thus remain a mystery but Theodore has surrounded himself thus far with six or more attorneys and misused trust and estate funds in so doing to defend himself personally as well as Trustee, even using those funds despite the advice of counsel, as stated in the Palm Beach County Sheriff report already submitted to this Court where Theodore was being interrogated.
6. That Theodore and his counsel have refused requests for details of their billings.
7. That Theodore and Alan are seeking all kinds of costly legal actions against Eliot and his three minor children, including requests for depositions, responses to this newly filed lawsuits and more and driving up the costs to Eliot who is Pro Se to force him to either make a mistake in responding or take depositions without counsel.
8. THAT THE TRUSTEE AND HIS COUNSEL CANNOT BE EXPECTED TO PAY ELIOT AND HIS THREE MINOR CHILDREN'S COUNSEL, which would be used to further prosecute them for their DIRECT and INDIRECT involvement in the prior proven and admitted crimes and those currently under ongoing investigations. Funding Eliot and his children's counsel as beneficiaries harmed by their and others actions is adverse to their interests, which is to try and shut Eliot and his family down by further delaying their inheritances with frivolous pleadings such as this, where they are asking to reconstruct a trust that is alleged to be fraudulent. Already in these matters the fiduciaries have fraudulently notarized and forged documents already proven and admitted to in the

dispositive documents, committed fraud IN AND UPON THE COURT committed by OFFICERS OF THE COURT. Despite the fact that the need for counsel for the beneficiaries has been caused directly by the fiduciaries who are misusing funds to surround themselves with costly counsel that has bled the Estates and Trusts and billed for committing crimes against the beneficiaries already.

9. That Eliot and his children are need of separate counsel to respond to these actions in the Estates and Trusts deemed essential to the proceedings and the fiduciaries have filed these pleadings as allegedly necessary for the Estate and Trust administration when in fact the pleadings being filed are merely to harm the beneficiaries further and try and cover up their involvement in the past crimes.

10. That the Fiduciaries of the Estates and Trusts have refused repeatedly to provide for requests for monies to pay for counsel that has become necessary to the DIRECTLY to the FRAUD of ATTORNEYS AT LAW and FIDUCIARIES acting as OFFICERS OF THIS COURT who have caused these needs for legal counsel for Eliot and his three MINOR CHILDREN who are all unrepresented.

11. That since these actions instigated by the fiduciary Theodore as the alleged Trustee are alleged to benefit the Estate and Trusts and since the need for separate counsel for Eliot and his children have been caused by the Egregious Acts of Bad Faith committed with Unclean Hands of the Fiduciaries that have stymied and delayed with scienter Eliot's inheritances, the Court should find that until those OFFICERS OF THIS COURT UNDER YOUR HONOR'S Jurisdiction and Tutelage who caused these needs to arise, pay damages for forcing these costs on Eliot and his children, that the Estates and Trusts requesting all this legal work now be compelled to pay for reasonable and customary legal fees and expenses for counsel for both Eliot and his children to PREVENT FURTHER DAMAGES.

12. That in light of upcoming requested depositions of Eliot and Answers and Counter Complaints due in two more new complex additional cases they have filed, these legal costs of Eliot are necessary and benefit according to the Fiduciary, the Estates and Trusts. The Court knowing Eliot and his children cannot pay for this mass of legal work heaped upon them demand the PR's and Trustees to provide representative counsel, as without it this could severely prejudice and further damage Eliot and his three minor children. This is especially important for the three minor children under this Court's jurisdiction that must have separate counsel provided than Eliot due to the intentional conflicts created through the frauds committed directly by OFFICERS OF THIS COURT.
13. That the Fiduciaries and their Counsel have run up MASSIVE legal bills, including billing to commit fraud against the beneficiaries and for meetings to confess FRAUD to Palm Beach Sheriff Investigators that they committed to ALTER DOCUMENTS and more that caused now disputes as to who the beneficiaries are and have delayed and interfered with an expectancy to the beneficiaries. Thus, the Fiduciaries and their Counsel have used beneficiaries monies to pay legal fees to commit crimes against them and no for them to defend themselves for the crimes, while denying beneficiaries counsel to represent themselves. This is further self-dealing by these Fiduciaries and Officers of this Court that is OBSTRUCTING JUSTICE and causing further damages to Eliot and his three MINOR CHILDREN who have been deprived of counsel by the torts and criminal acts committed.
14. That Robert Spallina admitted to Palm Beach County Sheriff Investigators that he fraudulently altered a trust document in these matters that has caused the beneficiaries to come into dispute, see attached Exhibit 2 – Palm Beach County Sheriff Report.
15. That arrest was made of Tescher & Spallina, P.A.'s Legal Assistant and Notary Public, Kimberly Moran, for Fraudulently Notarizing Documents and who admitted forging six documents for six

separate people, including Simon who was deceased at the time.

16. That these proven and admitted crimes have cost Eliot and his three Minor Children already considerable legal fees that have further harmed them and caused them to no longer be able to afford counsel and where Eliot and his children having counsel would benefit both the Estates and Trusts and this Court and allow proper representation to continue forward and should be granted by this Court, especially where the crimes were committed by Officers of the Court and Fiduciaries and the crimes took place IN AND UPON THIS COURT as well.

17. Alan Rose, in an August 19th hearing stated that Eliot was indigent but failed to state the reason, which is due wholly to the acts that have caused the delays in inheritance. These intentional fraudulent acts that have delayed the inheritances, may take some time to sort out and certainly will cost a fortune in litigation to Eliot and his children, that is in no way related to the acts of Eliot or his children but again related directly to the Officers of this Court that Your Honor refuses to remove on your own initiative for now months, despite solid evidence presented for their removal and for their direct and indirect involvement with the other removed PR'S, Trustees and Counsel felonious acts.

Wherefore, Eliot prays that this Court compel the fiduciaries of both the Simon and Shirley Estate and Trusts to provide monies for Eliot and his children to retain and pay counsel to protect their interests from further harms within a reasonable legal rate equal to the rates they have been billing the Estates and Trusts for to act as Theodore's counsel, as this would seem fair. Perhaps a request from Your Honor compelling their billing records and details will prove more fruitful than the beneficiaries attempts that have been ignored for two years so that these fees they are charging can be ascertained and allowed for Eliot and his children.

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his minor three children.

X _____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Thursday, August 28, 2014.

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his minor three children.

X _____

SERVICE LIST

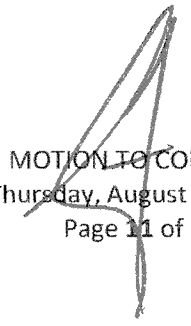
RESPONDENT PERSONALLY, PROFESSIONALLY, AS A GUARDIAN AND TRUSTEE FOR MINOR/ADULT CHILDREN, AS AN ALLEGED TRUSTEE AND ALLEGED PERSONAL REPRESENTATIVE Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487 tbernstein@lifeinsuranceconcepts.com	RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM and COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 arose@pm-law.com and arose@mrachek-law.com mchandler@mrachek-	RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM and COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com	RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM AND AS FORMER COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES Robert L. Spallina, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 rspallina@tescherspallina.com kmoran@tescherspallina.com

	law.com eklein@mrachek-law.com lmrachek@mrachek-law.com rfitzgerald@mrachek-law.com skonopka@mrachek-law.com dthomas@mrachek-law.com gweiss@mrachek-law.com jbaker@mrachek-law.com mchandler@mrachek-law.com lchristian@mrachek-law.com tclarke@mrachek-law.com gdavies@mrachek-law.com pgillman@mrachek-law.com dkelly@mrachek-law.com eklein@mrachek-law.com lwilliamson@mrachek-law.com		ddustin@teschерspallina.com
RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com	COUNSEL FOR LIMITED APPEARANCE representing Mr. Tescher in connection with his Petition for Designation and Discharge as Co-Personal Representative of the Estate of Simon L. Bernstein, deceased. Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 ijb@ijblegal.com	RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM and FORMER WITHDRAWN COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES, NO NOTICES OF APPEARANCES Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com	RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM AND AS FORMER COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES Donald Tescher, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 dtescher@teschерspallina.com dtescher@teschерspallina.com ddustin@teschерspallina.com kmoran@teschерspallina.com

RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	COUNSEL TO CREDITOR WILLIAM STANSBURY Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 pfeaman@feamanlaw.com service@feamanlaw.com mkoskey@feamanlaw.com	COURT APPROVED CURATOR TO REPLACE THE REMOVED FORMER PERSONAL REPRESENTATIVES/CO-TRUSTEES/COUNSEL TO THEMSELVES AS FIDUCIARIES TESCHER AND SPALLINA Benjamin Brown, Esq., Thornton B Henry, Esq., and Peter Matwiczyk Matwiczyk & Brown, LLP 625 No. Flagler Drive Suite 401 West Palm Beach, FL 33401 bbrown@matbrolaw.com attorneys@matbrolaw.com bhenry@matbrolaw.com pmatwiczyk@matbrolaw.com	COUNSEL FOR JILL IANTONI and LISA FRIEDSTEIN William M. Pearson, Esq. P.O. Box 1076 Miami, FL 33149 wpearsonlaw@bellsouth.net
RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	COUNSEL FOR JILL IANTONI and LISA FRIEDSTEIN William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 bill@palmettobaylaw.com eservice@palmettobaylaw.com tmealy@goprobatelaw.com	RESPONDENT – ADULT CHILD Alexandra Bernstein 3000 Washington Blvd. Apt 424 Arlington, VA, 22201 alb07c@gmail.com	RESPONDENT/ARRESTED AND CONVICTED OF FRAUD AND ADMITTED TO FORGERY OF SIX SIGNATURES, INCLUDING POST MORTEM FOR SIMON/HAS HAD NOTARY PUBLIC LICENSE REVOKED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION. *See notes Kimberly Moran kmoran@tescherspallina.com
RESPONDENT – ADULT CHILD Eric Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 ebernstein@lifeinsuranceconcepts.com edb07@fsu.edu edb07fsu@gmail.com	RESPONDENT – INITIALLY MINOR CHILD AND NOW ADULT CHILD Michael Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 mchl_bernstein@yahoo.com		COUNSEL TO ALEXANDRA, ERIC AND MICHAEL BERNSTEIN AND MOLLY SIMON John P Morrissey, Esq. John P. Morrissey, P.A. 330 Clematis Street Suite 213 West Palm Beach, FL 33401 john@jmorrisseylaw.com

RESPONDENT – ADULT STEPSON TO THEODORE Matt Logan 2231 Bloods Grove Circle Delray Beach, FL 33445 matl89@aol.com	RESPONDENTS – MINOR CHILREN OF PETITIONER Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 NW 34th Street Boca Raton, FL 33434 iviewit@iviewit.tv	RESPONDENT MINOR CHILD Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	
RESPONDENT/REPRIMANDED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION FOR FAILING TO NOTARIZE AN ALLEGED 2012 WILL AND TRUST OF SIMON AND SIGNING NOTARY UNDER FALSE NAME Lindsay Baxley aka Lindsay Giles lindsay@lfinsuranceconcepts.com	RESPONDENT MINOR CHILDREN Carley & Max Friedstein, Minors c/o Jeffrey and Lisa Friedstein Parents and Natural Guardians 2142 Churchill Lane Highland Park, IL 6003 Lisa@friedsteins.com lisa.friedstein@gmail.com	RESPONDENT – MINOR CHILD INITIALLY NOW ADULT CHILD Molly Simon 1731 N. Old Pueblo Drive Tucson, AZ 85745 molly.simon1203@gmail.com	

EXHIBIT 1 – DONALD TESCHER RESIGNATION AS PR, TRUSTEE AND COUNSEL LETTER



LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death. Information provided to me appears to indicate that there were two versions of the First Amendment to the Shirley Bernstein Trust Agreement, both executed on November 18, 2008. Under one version the children of Pam Simon and Ted Bernstein would not be permissible appointees of Simon Bernstein's exercise of the power of appointment while under the second version that restriction was removed. As you all know, Simon Bernstein's dispositive plan, expressed to all of you during his lifetime on a conference call, was to distribute the Estate to all ten of his grandchildren. That was the basis upon which the administration was moving forward.

Under the Shirley Bernstein Trust, there is a definition of children and lineal descendants. That definition excluded Pam Simon, Ted Bernstein and their respective children from inheriting. The document also contained a special Power of Appointment for Simon wherein he could appoint the assets of the Trust for Shirley's lineal descendants. Based upon the definition of children and lineal descendants, the Power of Appointment could not be exercised in favor of Pam Simon, Ted Bernstein or their respective children, although we believe it was Simon Bernstein's wish to provide equally for all of his grandchildren.

On November 18, 2008, it does appear from the information that I have reviewed that Shirley Bernstein executed a First Amendment to her trust agreement. The document as executed appears to make only one relatively minor modification to her trust disposition by eliminating a specific gift to Ted

Bernstein's stepson. In January of 2013 a First Amendment to the Shirley Bernstein Trust Agreement was provided to Christine Yates, Esq. who, at that time, was representing Eliot Bernstein. The document provided contained a paragraph number 2 which modified the definitional language in Shirley's document so as to permit, by deleting the words "and their respective lineal descendants" from the definition, an exercise of the power of appointment by Simon Bernstein over the Shirley Bernstein Trust to pass equally to all ten grandchildren rather than only six of the grandchildren.

By virtue of The Florida Bar Rules of Professional Conduct, I am duty bound to provide this information to you. Obviously, as a result of the issues and ramifications raised by the allegations, my firm must resign from further representation in all matters relating to the Estates and Trusts of Simon Bernstein and Shirley Bernstein. Furthermore, it is my intent, and I assume also the intent of Robert Spallina, to tender our resignations as personal representatives of the Simon Bernstein Estate and as trustees of the Simon Bernstein Trust. If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity. With regard to the Simon Bernstein Estate, the appointment of the successor would require a court proceeding.

I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family. As I believe you know, to date there has only been a modest funding of some, but not all, of the continuing trusts for the grandchildren emanating from Shirley's Trust assets.

Very truly yours,

DONALD R. TESCHER

DRT/km
cc: Alan Rose, Esq.

EXHIBIT 2 – PALM BEACH COUNTY SHERIFF REPORT

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9946 01/23/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER RYAN ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 6855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

NAME LIST:
ROLE:
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER SHIRLEY BERNSTEIN DOB: 06/29/1939
SEX: F RACE: W HT: 502 WT: 102 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 7020 LIONSHEAD RD BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
COMPLAINANT ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 511 WT: 175 HR: BLACK EYE: BROWN
RESIDENTIAL ADDRESS: 7307 WISTERIA AV PARKLAND FL 33076 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER ALAN B ROSE DOB: 10/23/1965
SEX: M RACE: W HT: 509 WT: 170 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 21145 ORMOND CT BOCA RATON FL 33433 HOME PHONE:561 000-0000
BUSINESS ADDRESS: 505 S. FLAGLER DR., STE. 600, WEB, FL 33401 BUSINESS PHONE:561 355-6991
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33484 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 988-8984

ON 01/21/13 AT 1:45 PM I MET WITH ROBERT SPALLINA AND HIS ATTORNEY DAVID ROTH. SGT. DAVID GROOVER WAS ALSO PRESENT DURING THE INTERVIEW. WE MET AT

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THE PALM BEACH COUNTY SHERIFF'S OFFICE, DISTRICT 1 CONFERENCE ROOM, WHICH IS LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FL. ROBERT SPALLINA STATED THAT HE AND HIS PARTNER, DONALD TESCHNER, MET SIMON AND SHIRLEY BERNSTEIN IN 2007. HE SAID THAT IN 2008 THE BERNSTEIN'S CAME TO THE TESCHNER AND SPALLINA FIRM. HE SAID THAT THEY (THE ATTORNEY'S OFFICE) CREATED WILLS AND TRUSTS FOR BOTH SIMON AND SHIRLEY IN 2008, AMONG OTHER PLANNING. SPALLINA TOLD US THAT SIMON HAD BEEN IN THE INSURANCE BUSINESS FOR 40 YEARS.

HE SAID THAT THE SUBJECT OF THE FIRST MEETINGS WAS THE SALE OF THE INSURANCE BUSINESS DOWN THE ROAD, AS WELL AS MOVING AROUND SOME STOCKS. SPALLINA STATED THE CONVERSATIONS WITH SIMON AND THE THOUGHT PROCESS WAS THAT ONCE SIMON SOLD THE INSURANCE BUSINESS HE OWNED, ALL THE FAMILY WOULD BENEFIT FROM IT (FINANCIALLY). HE SAID THE BUSINESS WAS NEVER SOLD, BUT A LOT OF PLANNING AND PREPARATION WAS DONE FOR IT, TO INCLUDE SETTING UP A FLORIDA LIMITED PARTNERSHIP AND A DELAWARE ASSET PROTECTION TRUST. SPALLINA STATED THAT SIMON WAS ALWAYS CONCERNED WITH CREDITOR PROTECTION. HE SAID THAT IS QUITE COMMON IN THE INSURANCE BUSINESS WORLD.

SPALLINA REITERATED THAT IN 2008, THE LAW FIRM DID THE DOCUMENTS FOR THE WILLS AND TRUSTS. HE STATED THEY (SIMON & SHIRLEY) HAVE FIVE CHILDREN AND 10 GRANDCHILDREN, AS WELL AS A STEP-GRANDCHILD.

SPALLINA SAID THAT THE ESTATE PLAN WAS SIMILAR TO MOST OTHERS, IT SAID SHOULD ONE SPOUSE DIE FIRST, THE OTHER WILL RECEIVE EVERYTHING (ALL ASSETS). HE SAID THAT UNDER BOTH TRUSTS, THE INITIAL DOCUMENTS READ THAT UPON THE SECOND DEATH, TWO CHILDREN (TED AND PAM) WHERE EXCLUDED. HE TOLD US THIS TOOK PLACE SINCE BOTH TED AND PAM WERE SET UP WITH LIFE INSURANCE BUSINESSES AND THEY WANTED TO MAKE THE REMAINING CHILDREN (ELIOT, LISA, AND JILL) AS WHOLE AS THEY COULD. NOTE: TED WAS WORKING WITH SIMON IN THE INSURANCE BUSINESS DOWN HERE IN FLORIDA AND PAM RECEIVED A COMPANY IN ILLINOIS.

SPALLINA REITERATED THAT UPON THE DEATH OF THE SECOND SURVIVOR, EVERYTHING FROM BOTH TRUSTS GOES TO JILL, LISA, AND ELIOT ADDING THAT SHIRLEY HAD ONE OTHER STIPULATION IN HER TRUST, WHICH STATED THAT TED'S STEPSON, (MATTHEW LOGAN) RECEIVED $200,000. HE TOLD ME THAT SHIRLEY HAD A LIKING TO MATTHEW SO SHE ADDED THAT TO HER TRUST, BUT THAT SIMON DID NOT BELIEVE IN THAT, THAT HE FELT EVERYTHING SHOULD GO TO BLOOD (A BIOLOGICAL CHILD). SPALLINA SAID THAT LATER ON IN 2008, SHIRLEY STATED SHE WANTED TO CHANGE HER TRUST DOCUMENTS IN REFERENCE TO THE MONEY LEFT TO MATTHEW LOGAN. HE STATED THAT AN AMENDMENT WAS CREATED, WHICH WAS SIGNED BY SHIRLEY ON NOV. 18, 2008 TAKING LOGAN OUT OF THE TRUST.

SPALLINA STATED THAT HE FELT THAT SIMON'S WISHES OVERRODE SHIRLEY'S IN THIS SITUATION. SPALLINA SAID THAT HE AND KIMBERLY MORAN (HIS EMPLOYEE & A NOTARY) WENT TO SHIRLEY'S HOME FOR THE DOCUMENT TO BE SIGNED. HE SAID THAT RACHEL WALKER, SHIRLEY'S ASSISTANT, WAS PRESENT WHEN THE DOCUMENT WAS SIGNED.

SHE AND SPALLINA ARE ON THE DOCUMENT AS WITNESSES, MORAN IS THE NOTARY FOR SHIRLEY'S SIGNATURE. HE TOLD ME THAT WAS THE LAST CHANGE SHIRLEY EVER MADE TO HER DOCUMENTS AND THAT SHE PASSED ON DECEMBER 2010. SIMON WAS STILL ALIVE AND THE TRUST READ THAT EVERYTHING WENT TO HIS BENEFIT. SPALLINA REITERATED THAT HER DOCUMENTS READ THAT UPON SIMON'S DEATH, EVERYTHING (HER ASSETS) WENT TO JILL, LISA, AND ELIOT.

SPALLINA STATED THAT IN 2012, SIMON CONTACTED HIM STATING THAT HE WAS HAVING CONCERNS ABOUT HOW HE HAD ELIMINATED TED AND PAM FROM HIS TRUST. HE STATED THAT IT IS POSSIBLE THAT THESE THOUGHTS CAME ON BECAUSE PAM STARTED SENDING HIM LETTERS. HE SAID THAT SHE (PAM) HAD A LAWYER CONTACT HIS OFFICE AND ASK FOR COPIES OF SHIRLEY'S TRUST DOCUMENTS. SPALLINA SAID THAT HE MET WITH SIMON, WHO SAID THAT HE WAS CONSIDERING CHANGING HIS DOCUMENTS. HE SAID THAT ONE OF THE CHANGES DISCUSSED WAS HOW TO INCLUDE TED AND PAM'S CHILDREN.

SPALLINA STATED THAT SIMON HAD A LIFE INSURANCE POLICY WITH THE BENEFIT OF $1,600,000. HE SAID THAT THE POLICY READ THAT IF SIMON PASSED BEFORE SHIRLEY SHE RECEIVED THE BENEFIT, BUT IF SHIRLEY PASSED BEFORE HIM, THE FIVE CHILDREN RECEIVED THE BENEFITS ONCE HE PASSED. THIS POLICY ORIGINATED OUT OF ILLINOIS. SPALLINA ADDED THAT THIS POLICY AND ITS DISTRIBUTION OF FUNDS ARE CURRENTLY IN A FEDERAL COURT BATTLE.

SPALLINA STATED THAT A DISCUSSION TOOK PLACE WITH HIM AND SIMON IN 2012; REFERENCE THE FACT THAT SIMON HAD ISSUES ON HOW AND WITH WHOM FUNDS WERE GOING TO BE DISTRIBUTED TO UPON HIS DEATH. HE TOLD ME SIMON WAS HAVING RESERVATIONS ABOUT TED AND PAM NOT BEING IN HIS TRUST, AS WELL AS THAT FACT THAT HE THEN HAD A GIRLFRIEND BY THE NAME OF MARITZ PUCCIO THAT HE WANTED TO PROVIDE FOR. HE ADDED THAT NO ONE IN THE FAMILY WAS HAPPY THAT PUCCIO WAS IN SIMON'S LIFE. HE ALSO TOLD ME THAT SIMON WANTED HIS GRANDCHILDREN TO RECEIVE BENEFITS FROM THE TRUST.

SPALLINA SAID THAT SIMON FIRST SUGGESTED MAKING BENEFICIARY CHANGES ON THE AFOREMENTIONED LIFE INSURANCE POLICY. SPALLINA SAID THAT HE TOLD SIMON THAT WAS A VERY BAD IDEA. HE TOLD ME THAT THERE WAS SOMETHING CALLED AN EXERCISE OF POWER OF APPOINTMENT, PUT IN BOTH SIMON AND SHIRLEY'S TRUST DOCUMENTS. HE SAID THIS GAVE THE LIVING SPOUSE THE ABILITY TO MAKE CHANGES ON THE DECEASED SPOUSE'S DOCUMENTS. HE SAID THAT HE TOLD SIMON, THAT MAYBE THEY SHOULD EXPLORE OPTIONS WITH THAT. HE SAID SIMON TOLD HIM THAT HE WANTED TO MAKE THE NECESSARY CHANGES TO HAVE BOTH TRUSTS READ THAT THE 10 GRANDCHILDREN WERE THE BENEFICIARIES. HE TOLD ME THAT HE TOLD SIMON (SI AS HE CALLS HIM) THAT HE COULD NOT MAKE THOSE CHANGES TO SHIRLEY'S TRUST BECAUSE SHE HAD WROTE TED AND PAM AND THEIR CHILDREN AS PREDECEASED IN HER TRUST.

SPALLINA REITERATED THAT SIMON CAN DO WHATEVER HE WANTS WITH HIS ESTATE, BUT ALL HE CAN DO WITH SHIRLEY'S TRUST IS GIVE IT TO LISA, JILL, AND ELIOT'S CHILDREN. HE SAID THAT SIMON WAS NOT HAPPY ABOUT THIS. HE SAID THAT SIMON

WAS VERY ADAMANT ABOUT LEAVING EVERYTHING IN THE ESTATES TO THE GRANDCHILDREN. HE ALSO SAID THAT HE ADVISED SIMON TO NOT MAKE CHANGES TO THE LIFE INSURANCE POLICY OR THE ESTATES, MAKING PUCCIO A BENEFICIARY. HE STATED THAT THIS WILL ONLY CAUSE PROBLEMS AND CREATE LITIGATION. SPALLINA SAID THE AFOREMENTIONED DISCUSSION AND MEETING TOOK PLACE IN FEBRUARY 2012. HE SAID THE MEETING CONCLUDED WITH SIMON SAYING HE NEEDED TO THINK ABOUT THINGS.

HE TOLD ME THAT THREE MONTHS LATER, SIMON CONTACTED HIM STATING HE KNEW WHAT HE WANTED TO DO. HE SAID THAT SIMON TOLD HIM HE WANTED TO LEAVE HIS INSURANCE POLICY ALONE, BUT THAT HE WANTS BOTH TRUSTS TO GO TO HIS 10 GRANDCHILDREN. SPALLINA SAID THAT HE EXPLAINED TO HIM AGAIN, THAT ONLY HIS TRUST, NOT SHIRLEY'S CAN GO TO BOTH GRANDCHILDREN, UNLESS HE TAKES ALL OF THE ASSETS OUT OF THE SHIRLEY TRUST AND PUTS THEM INTO HIS NAME. HE SAID THE COST OF TAKING THE ASSETS OUT OF SHIRLEY'S TRUST WOULD HAVE BEEN SIGNIFICANT, BECAUSE SHIRLEY'S DEATH OCCURRED BEFORE FEDERAL ESTATE TAX CHANGES TOOK PLACE, SO AS LONG AS IT STAYED IN HER ESTATE IT WOULD BE FREE OF TAX, BUT SHOULD IT GO TO SIMON'S TRUST IT WILL BE TAXED.

THERE WAS ALSO AN ISSUE OF SUBJECTING THE ASSETS FROM SHIRLEY'S ESTATE TO CREDITORS IF IT WENT TO SIMON'S ESTATE. SPALLINA TOLD ME THAT AT THIS TIME, SIMON SAID "GET MY CHILDREN ON THE PHONE". HE SAID THAT SIMON TOLD HIM THAT HE WANTED HIS CHILDREN TO AGREE THAT ALL ASSETS FROM BOTH TRUSTS GO TO THE 10 GRANDCHILDREN. HE SAID THAT SIMON TOLD HIM HE (SIMON) COULD GET THEM TO AGREE. SPALLINA CONFIRMED THAT THIS CONVERSATION OCCURRED ON THE SAME DATE, DURING THE SAME PHONE CALL (CONFERENCE CALL), REGARDING THE WAIVER OF ACCOUNTING FORM FOR SHIRLEY'S ESTATE IN PBSO CASE #13-097087.

FROM A PREVIOUS INVESTIGATION DONE BY ME, I FOUND THAT SIMON SIGNED THE WAIVER OF ACCOUNTING ON 04/09/12, SO IT IS POSSIBLE THAT THE PHONE CALL OCCURRED ON THAT DATE. I HAD ALSO NOTED IN MY REPORT THAT THERE WAS SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT. SPALLINA SAID THAT DURING THE PHONE CALL, ALL FIVE KIDS AGREED THAT CHANGING THE INHERITANCE OF BOTH ESTATES TO THE GRANDCHILDREN WAS A GREAT IDEA. HE SAID THAT ELIOT SPOKE THE MOST, STATING THINGS SUCH AS, GREAT IDEA DAD, WHATEVER YOU WANT TO DO, WHATEVER MAKES YOU FEEL BEST, WHATEVER IS BEST FOR YOUR HEALTH DAD.

SO, AFTER THE AFOREMENTIONED PHONE CALL, NEW DOCUMENTS WERE DRAWN UP FOR SIMON'S ESTATE. THESE NEW DOCUMENTS GAVE EVERYTHING TO ALL 10 GRANDKIDS. HE ALSO EXERCISED HIS POWER OF SHIRLEY'S ESTATE, LEAVING EVERYTHING TO ALL 10 GRANDKIDS, EVEN THOUGH LEGALLY HE COULD NOT INCLUDE TED AND PAM'S KIDS BECAUSE OF THE PREDECEASED LIMITATION. HE SAID THESE DOCUMENTS WERE EXECUTED AT THE END OF JULY 2012. HE SAID SEVEN WEEKS LATER SIMON DIES, UNEXPECTEDLY. I FOUND THAT SIMON PASSED ON SEPTEMBER 13, 2012 OF A HEART ATTACK.

SPALLINA SAID APPROXIMATELY TWO MONTHS AFTER THAT, HIS OFFICE RECEIVED A REQUEST FROM ELIOT'S ATTORNEY, CHRISTINE YATES, FOR ALL DOCUMENTS RELATING TO

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 5
CASE NO. [redacted] OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

SIMON AND SHIRLEY BERNSTEIN, TO INCLUDE DOCUMENTS RELATING TO BERNSTEIN FAMILY REALITY, WHICH OWNS A HOME THAT ELIOT AND HIS FAMILY LIVE IN. HE SAID THAT HIS HOME IS ACTUALLY OWNED AND IS FUNDED BY THREE TRUSTS THAT SIMON CREATED. THE THREE TRUSTS ARE IN THE NAME OF ELIOT'S THREE CHILDREN, (JACK, JAKE, AND DAN).

SPALLINA TOLD ME THAT HE AND HIS PARTNER HAD DISCUSSIONS REFERENCE TO FULFILLING SIMON'S WISHES OF ALL 10 GRANDCHILDREN RECEIVING THE BENEFITS FROM BOTH SIMON AND SHIRLEY'S TRUSTS. HE SAID THAT HE AND HIS PARTNER, DONALD TESCHNER, DISCUSSED DOING A SCRIVENER'S AFFIDAVIT REFERENCE REINSTATING TED AND PAM'S CHILDREN INTO SHIRLEY'S TRUST, SINCE THEIR NOTES WERE UNCLEAR TO AS IF THE GRANDCHILDREN WERE OR WERE NOT DEEMED PREDECEASED, AS TED AND PAM WERE. HE TOLD ME THAT THE DECISION WAS MADE TO NOT DO THE SCRIVENER'S AFFIDAVIT, DUE TO THE CHANCE THAT IT MAY NOT WORK. HE SAID THOUGH, THAT AGAINST HIS BETTER JUDGMENT HE ALTERED THE FIRST PAGE OF THE FIRST AMENDMENT TO THE SHIRLEY BERNSTEIN TRUST AGREEMENT, BEFORE HE TURNED IT OVER TO YATES. THE ORIGINAL WAS MENTIONED EARLIER ON IN THIS REPORT AND STATES THAT SHIRLEY SIGNED IT ON NOVEMBER 18, 2008. IT TOOK MATTHEW LOGAN OUT OF THE TRUST.

SPALLINA SAID THAT THEY NOTICED THAT THE FIRST PAGE OF THE DOCUMENT SKIPPED FROM ONE TO THREE, SO HE TOOK IT UPON HIMSELF TO ADD IN NUMBER TWO, BEFORE SENDING IT TO YATES. THE CHANGE THAT NUMBER TWO MADE TO THE TRUST, AMENDED PARAGRAPH E OF ARTICLE III, MAKING IT READ THAT ONLY TED AND PAM WERE CONSIDERED PREDECEASED, NOT THEIR CHILDREN. HE SAID THE ORIGINAL TRUST STATES THAT TED, PAM, AND THEIR CHILDREN ARE DEEMED PREDECEASED. SPALLINA SAID HE DID THIS AT THIS OFFICE IN BOCA RATON, FLORIDA. HE SAID THAT NO ONE ELSE TOOK PART IN ALTERING THE DOCUMENT. HE SAID THAT HE DID IT TO MAKE SIMON'S WISHES AND THE VERBAL AGREEMENT FROM THE APRIL 2012 PHONE CONVERSATION COME TRUE. SPALLINA STATED THAT ALTHOUGH HE CREATED THE ALTERED FORM AND ATTACHED IT TO THE ORIGINALLY SIGNED/NOTARIZED FORM, HE RECEIVED NO INCOME OR GAIN FROM IT. HE STATED HE SOLELY DID IT TO FULFILL SIMON'S WISHES. HE CONFIRMED THAT THIS ALTERED DOCUMENT DID NOT GET FILED WITH THE COURTS.

SPALLINA STATED THAT AGAINST HIS ADVICE, A DISTRIBUTION WAS MADE FROM ONE OF THE TRUSTS AFTER SIMON'S DEATH. HE STATED THAT HE ADVISED AGAINST THIS AND WHEN SIMON PASSED, A FORMER PARTNER FILED A CLAIM AGAINST THE ESTATE FOR $2,500,000.

SPALLINA ALSO TOLD ME THAT IN 2006, ALL OF THE GRANDCHILDREN RECEIVED TRUSTS FROM SHIRLEY AND SIMON. HE STATED THAT YATES WAS ACTUALLY THE ATTORNEY FOR ELIOT'S CHILDREN'S TRUSTS. SPALLINA STATED THAT SIMON WANTED ELIOT'S KIDS TO HAVE A HOME, BUT DID NOT WANT THE HOME IN ELIOT'S NAME.

SPALLINA ALSO TOLD ME THAT IN 2009 SIMON CAME TO HIM AND SAID HE IS BUYING A HOUSE FOR ELIOT AND HIS FAMILY TO LIVE IN, BUT HE DOES NOT WANT ELIOT TO OWN THE HOME. HE SAID THAT SIMON TOLD HIM THAT HE WANTED ELIOT'S

Tescher and Spallina then conspire post mortem to make changes to Shirley and Simon's estate documents.

SPALLINA ALTERS TRUST DOCUMENTS IN SHIRLEY TRUST TO CHANGE BENEFICIARIES AND COMMITS FRAUD BUT WHY? FURTHER LIES TO JUDGE COLIN IN HEARING AND TELLS HIM IT IS THE TEN GRANDCHILDREN TOO and perpetrates another fraud on the court

Now allegedly we have Moran committing forgery and post mortem crimes and saying she acted alone and now Spallina altering others and alone and who buys this?

It was a May 10, 2012 phone call although Simon allegedly signed his documents in April 2012, story again is wholly false. See Simon April 09 2012 docs.

Did Spallina report this to the proper authorities or court? No and instead lies to them

Not all grandchildren, only 6 of 10

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CHILDREN'S THREE TRUSTS TO OWN THE HOME. HE THEN SET UP A LIMITED LIABILITY COMPANY, WHICH IS BERNSTEIN FAMILY REALTY. HE SAID THAT SIMON SET UP AN ACCOUNT AT LEGACY BANK. HE SAID THAT SIMON FUNDED THE ACCOUNT, TO PAY FOR THE EXPENSES AT THE HOUSE. RACHEL WALKER WAS IN CHARGE OF PAYING THOSE EXPENSES. HE SAID THAT AT SIMON'S DEATH THE ACCOUNT HAD VERY LITTLE MONEY IN IT. HE SAID THIS WAS THE TYPE OF ACCOUNT THAT ONLY ENOUGH MONEY WENT INTO IT EACH MONTH TO COVER THE NECESSARY EXPENSES FOR THE HOME, SUCH AS POWER, WATER, AND MORTGAGE.

SPALLINA STATED THAT PRIOR TO SIMON'S DEATH, HE WAS THE MANAGER OF BFR, BUT AFTER HIS DEATH IT WAS TRANSFERRED TO OPPENHEIMER TRUST COMPANY, BECAUSE NO ONE IN THE FAMILY WANTED TO MANAGE IT. HE STATED THIS WAS BECAUSE NO ONE WANTED TO DEAL WITH ELIOT. HE SAID OTC BECAME THE TRUSTEE AND THE LEGACY BANK ACCOUNT GOT CLOSED OUT SINCE THE ACCOUNT HAD MINIMAL FUNDS IN IT AND SIMON WAS NO LONGER ALIVE TO FUND IT. HE STATED THAT OTC OPENED UP THEIR OWN BFR TRUST ACCOUNT. HE SAID THAT WHEN THIS OCCURRED, THERE WAS APPROXIMATELY $80,000 IN EACH OF ELIOT'S CHILDREN'S TRUSTS. HE SAID THAT ELIOT STARTED CALLING UP OTC ASKING FOR THEM TO PAY BILLS.

SPALLINA SAID THE PROBLEM IS THAT SINCE NEITHER ELIOT NOR HIS WIFE WERE WORKING, THEY WERE ALSO ASKING FOR THEIR CREDIT CARD BILLS TO BE PAID, ALONG WITH THE NORMAL LIVING EXPENSES. HE STATED THAT THE CREDIT CARD BILLS SHOWED CHARGES TO HIGH END RESTAURANTS, SUCH AS CAPITAL GRILL. SPALLINA SAID THAT DUE TO THE EXPENSES BEING PAID BY THE THREE CHILDREN'S TRUST, TO INCLUDE PRIVATE SCHOOL, THE TRUSTS WERE DRAINED BY AUGUST 2013.

SPALLINA STATED THAT TED BERNSTEIN IS THE TRUSTEE FOR SHIRLEY'S TRUST. HE SAID THAT SHIRLEY HAD A CONDO THAT WAS SOLD FOR $1,400,000 AND THAT MONEY WENT INTO THE TRUST. HE SAID THAT TED DISCUSSED WITH HIS SIBLINGS, POSSIBLY EXCLUDING ELIOT, THAT THERE WAS CONCERN ABOUT A CREDITOR GETTING SOME OF THE MONEY. HE SAID THAT TED MADE A DISTRIBUTION TO SEVEN OF THE 10 GRANDCHILDREN'S TRUSTS. FOUR OF WHICH INCLUDE TED'S THREE CHILDREN AND PAM'S CHILD. SPALLINA SAID THAT TED ONLY FUNDED SEVEN OF THE GRANDCHILDREN, BECAUSE ELIOT REFUSED TO OPEN ACCOUNTS FOR HIS THREE KIDS SO THAT TED COULD FUND THEM. HE SAID THAT IN SEPTEMBER OF 2013, $80,000 WAS DISTRIBUTED TO EACH OF THE SEVEN TRUSTS, WHICH IS A TOTAL OF $560,000. SPALLINA REITERATED THAT TED WAS TOLD TO NOT MAKE DISTRIBUTIONS.

SPALLINA WAS ASKED AND CONFIRMED THAT THE ALTERED DOCUMENT REFERENCE SHIRLEY'S TRUST, IS THE ONLY MISTAKE THAT HE MADE. HE IS NOT AWARE OF ANY OTHER MISTAKES.

I WAS SUPPLIED A COPY OF THE ALTERED DOCUMENT BY SPALLINA ON 01/22/14.

THIS NARRATIVE IS NOT A VERBATIM ACCOUNT OF THE INTERVIEW WITH SPALLINA. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH SIMON AND SHIRLEY'S CHILDREN, IN ATTEMPT TO GAIN STATEMENTS FROM THEM.

This has nothing to do with how the Manager role transfers in the LLC and Spallina is in no way a part of that. Nobody asked Eliot who is the legal guardian and under the documents would decide the next manager after Simon and this further evidences Spallina's criminal intent against Eliot and family.

Spallina's statement that Eliot to call Janet to pay the bills as he made her the new Manager and she would be handling. Eliot never heard of her before.

This whole convolutec story about BFR is BS. For months after Si cied this account in his name only was used illegally.When Legacy bank found out they siezed account. Then Spallina himself transferred the manager role, with no authority to Janet Craig at Oppenheimer, against the operating agreement of the LLC which called for a vote of the Members (Eliot as Guardian of his children the Members), which Spallina illegally evaded doing. This led to hijacking of BFR and raiding the funds of BFR and the trusts

Is Spallina Ted's counsel?

This is not the only mistake he made, in fact his law firm notary who he is responsible for committed six acts of FORGERY and FRAUD and signed documents post mortem for Simon.

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DETECTIVE RYAN W. MILLER #7704
01/24/14 @ 1153 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

printed by Employee Id #: 5264 on February 11, 2014 02:26:57PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: SUSU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/29/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON JAN. 28, 2014 I MET WITH TED BERNSTEIN WHO WAS ACCOMPANIED BY ATTORNEY ALAN ROSE. ROSE IS A CIVIL ATTORNEY, SPECIALIZING IN PROBATE AND BUSINESS LITIGATION. THIS INTERVIEW TOOK PLACE AT THE PALM BEACH COUNTY SHERIFF'S OFFICE, SPECIAL INVESTIGATIONS DIVISION'S CONFERENCE ROOM, LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FLORIDA 33406 AT 11:46 A.M. THE FOLLOWING IS A NON-VERBATIM ACCOUNT OF THE INTERVIEW:

TED STATED THAT HE AND HIS FATHER SIMON HAD AN OFFICE TOGETHER. HE TOLD ME THAT IN 2007 HE HAD NOTICED THAT TESCHER AND SPALLINA STARTED FREQUENTING THE OFFICE AND THEY CONTINUED TO VISIT THE OFFICE QUITE OFTEN [redacted]. HE SAID THAT HE THEN REALIZED THAT HIS PARENTS WERE CONDUCTING THEIR ESTATE PLANNING. HE SAID THAT HE WAS NOT ASKED TO BE PART OF THE PLANNING, NOR DID HE INQUIRE ABOUT IT. TED TOLD ME THAT HE IS THE ELDEST CHILD OF FIVE, TO INCLUDE JILL, LISA, PAM, AND ELIOT. THE OFFICE FOR THE INSURANCE AGENCY THAT TED AND SIMON WORKED TOGETHER AT IS LOCATED AT 950 PENINSULA CORPORATE CIRCLE, BOCA RATON, FL 33487.

TED STATED THAT HE FOUND OUT UPON HIS FATHER'S DEATH, THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S TRUST. HE TOLD ME THAT THE ATTORNEY'S (TESCHER AND SPALLINA) MADE HIM AWARE OF THIS. HE SAID HE WAS ALSO INFORMED HE WAS A CO-TRUSTEE FOR SOME OTHER ACCOUNT. HE TOLD ME THAT HE IS NOT GOING TO INHERIT AN INSURANCE AGENCY, BUT THAT HE AND HIS FATHER WERE PARTNERS. HE STATED THAT HE OWNS STOCK IN THE AGENCY WITH NO OPTION FOR HIM TO INHERIT OR PURCHASE HIS FATHER'S INTEREST IN THE COMPANY. HE COMMENTED ON THE FACT THAT THE BUSINESS MAKES LITTLE INCOME THESE DAYS.

TED STATED THAT IN THE FIRST PART OF 2012, HIS FATHER (SIMON) HAD A

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

DISCUSSION WITH HIM, REFERENCE AN ISSUE THAT PAM RAISED WITH SIMON ABOUT HOW THE DOCUMENTS FOR THE TRUSTS WERE DRAWN UP. HE TOLD ME THAT HE BELIEVED PAM HAD SENT SIMON SOME INFORMATION OR A BOOK RELEVANT TO HER VIEW ON HOW YOU DO ESTATE PLANNING WHEN CHILDREN AND GRANDCHILDREN ARE INVOLVED. HE SAID THAT HIS FATHER DID ASK HIM HIS OPINION ON THINGS AND TED TOLD HIM THAT HE DID FEEL THAT THE GRANDCHILDREN MAY NOT UNDERSTAND IT IF THEY DID NOT RECEIVE AN INHERITANCE. HE STATED THAT HIS FATHER TOLD HIM THAT HE MADE A REALLY GOOD POINT AND SOMETHING TO CONSIDER. TED SAID THAT SOON AFTER THAT CONVERSATION HIS FATHER ANNOUNCED THAT HE WANTED TO TALK WITH HIS CHILDREN ABOUT THE DISTRIBUTION OF HIS AND SHIRLEY'S ASSETS UPON HIS DEATH. HE TOLD ME THAT A CONFERENCE CALL MEETING TOOK PLACE INCLUDING HIS (SIMON'S) FIVE CHILDREN, SIMON, AND SPALLINA. HE SAID THAT THE CONVERSATION WENT REALLY WELL AND SIMON GOT TO PROVIDE HIS WISHES VERY CLEARLY.

HE STATED THAT SPALLINA EXPLAINED THE PROCESS LEGALLY, BUT HIS FATHER MADE A STATEMENT AND ASKED EACH CHILD DIRECTLY, HOW THEY FELT ABOUT IT. TED SAID THAT IT WAS TOLD TO HIM AND HIS SIBLINGS THAT SIMON WAS LEAVING ALL OF HIS WEALTH TO HIS 10 GRANDCHILDREN EQUALLY. HE SAID THAT SIMON TOLD THEM THAT THEY (THE CHILDREN) WERE EACH GETTING 1/5 OF A LIFE INSURANCE POLICY. TED SAID THAT IT WAS OBVIOUS THAT HIS FATHER WAS NOT ASKING FOR PERMISSION, BUT STATING CLEARLY WHAT HE THOUGHT WAS RIGHT. TED SAID THAT EACH CHILD STATED THEY FELT OK ABOUT THE DECISION AND THAT IT WAS HIS WEALTH TO MAKE DECISIONS WITH. TED STATED THAT HE BELIEVES THIS WAS THE SAME PHONE CALL WHERE HE WAS TOLD BY SPALLINA HE, AS WELL AS SIBLINGS, WOULD BE RECEIVING FORMS THEY NEEDED TO SIGN AND RETURN. HE STATED THAT SOON AFTER THIS CALL HE RECEIVED THE WAIVER OF ACCOUNTING FORM FOR HIS MOTHER'S ESTATE. THIS IS THE DOCUMENT DISCUSSED IN PBSO CASE # 13-097087.

TED STATED THAT HE WAS NOT INVOLVED IN ANY OTHER DISCUSSIONS REFERENCE ESTATES UNTIL HIS FATHER'S PASSING ON SEPTEMBER 13, 2012. HE SAID THAT TESCHER AND SPALLINA TOLD HIM AFTER HIS FATHER'S DEATH THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S ESTATE. HE SAID OVER MANY IN PERSON MEETINGS AND PHONE CALLS HE WAS GIVEN GUIDANCE BY THE ATTORNEYS ON HOW TO PERFORM HIS DUTIES AS A TRUSTEE, BECAUSE THIS WAS ALL NEW TO HIM. HE HAD NEVER BEEN IN THIS ROLE BEFORE. HE STATED HE WAS NOT PROVIDED A CHECKLIST OR BOOK ON HOW TO PERFORM THESE DUTIES. TED SAID THAT HE MADE IT CLEAR TO HIS SIBLINGS THAT HE IS THE TRUSTEE ON SHIRLEY'S TRUST. TED STATED THAT HE WAS TOLD THAT SHIRLEY'S TRUST WAS TO BE DISTRIBUTED AMONGST HER 10 GRANDCHILDREN. TED STATED THAT HE DID NOT READ ALL OF SHIRLEY'S TRUST DOCUMENTS AND THAT SPALLINA AND TESCHER HAD BOTH TOLD HIM SEVERAL TIMES HOW SHIRLEY'S TRUST WAS TO BE DISTRIBUTED.

TED SAID THAT HE DID READ IN THE DOCUMENTS WHERE THE 10 GRANDCHILDREN WERE TO RECEIVE THE ASSETS FROM THE TRUST. HE SAID THAT HE DID ISSUE A PARTIAL DISTRIBUTION TO THE SEVEN OF THE 10 GRANDCHILDREN. HE DID NOT ISSUE

TED DID NOT READ THE TRUST but acted as alleged TRUSTEE???

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

DISTRIBUTIONS TO ELIOT'S CHILDREN BECAUSE ELIOT REFUSED TO SET UP ACCOUNTS FOR THE FUNDS TO BE SENT TOO. HE ALSO TOLD ME THAT ELIOT TOLD JUDGE COLIN IN COURT THAT HE DID NOT WANT TO SET UP THE ACCOUNTS FOR HIS CHILDREN TO RECEIVE THE FUNDS, BECAUSE THE FUNDS BELONG TO HIM, NOT HIS CHILDREN. HE STATED THAT ELIOT HAD MENTIONED OTHER REASONS IN E-MAILS FOR NOT TAKING THE MONEY. HE ALSO STATED THAT ELIOT REFERENCED THE MONEY AS CRIME OR BLOOD MONEY.

HE STATED THAT SPALLINA TOLD HIM IT WAS OK TO DISTRIBUTE THE FUNDS. HE STATED THAT TESCHER AND SPALLINA RESPONDED VIA E-MAIL ON HOW TO RECEIVE THE FUNDS, SUCH AS SETTING UP TRUST ACCOUNTS FOR THE FUNDS TO GO INTO. TED TOLD ME THAT THERE WERE CONVERSATIONS, WHERE HE WAS TOLD THAT SIMON'S ASSETS COULD NOT BE DISTRIBUTED DUE TO CREDITORS FILING AGAINST THE ESTATE, BUT HE WAS LEAD TO BELIEVE IT WAS OK TO MAKE A PARTIAL DISTRIBUTION OF FUNDS FROM SHIRLEY'S ESTATE, BUT THAT THEY WOULD NEED TO BE CAREFUL IN REGARDS TO DISTRIBUTING FUNDS THAT WERE OBTAINED THROUGH LIQUIDATING HER JEWELRY AND PERSONAL PROPERTY. TED ALSO COMMENTED THAT ONE OF THE GOALS OF MAKING THE DISTRIBUTIONS WAS TO ASSIST ELIOT AND HIS FAMILY, BECAUSE THEY WERE RUNNING LOW ON FUNDS. HE STATED THIS DERIVED FROM ELIOT'S POTENTIAL MISUSE OF FUNDS THAT WERE IN HIS CHILDREN'S TRUSTS IN RELATION TO BERNSTEIN FAMILY REALITY (ELIOT'S HOME) AND ELIOT'S SPENDING AND EXPENSES.

TED CONFIRMED THAT HE DID NOT MAKE ANY DECISIONS IN RELATION TO SIMON'S INSURANCE POLICY GENERATED OUT OF CHICAGO, ILLINOIS. HE STATED THAT HE UNDERSTOOD THE POLICY TO BE OWNED BY SIMON PERSONALLY. HE STATED HE UNDERSTOOD THE POLICY TO READ AS, SHOULD SHIRLEY PASS BEFORE HIM, THE BENEFITS WOULD GO TO THE FIVE CHILDREN.

TED CONFIRMED THAT HE WAS NOT THE TRUSTEE FOR SIMON'S ESTATE, BUT THAT IT WAS EXPLAINED TO HIM, VERBALLY, THAT ALL 10 GRANDCHILDREN WILL RECEIVE THE ASSETS FROM THAT ESTATE IN AN EQUAL DISTRIBUTION AT SOME POINT IN TIME. WE DID DISCUSS THE POWER OF APPOINTMENT PUT IN THE TRUST DOCUMENTS. IT APPEARED AS IF TED WAS NOT AWARE OF ANYTHING CALLED A POWER OF APPOINTMENT, UNTIL THE LAST FEW WEEKS. THAT WAS WHEN SPALLINA NOTIFIED THE COURTS OF HIS WITHDRAW FROM BEING THE ATTORNEY FOR SIMON AND SHIRLEY'S ESTATES. IT APPEARS IT WAS EXPLAINED TO HIM AT THAT TIME.

TED TOLD ME THAT HE AND HIS FATHER HAD A GOOD BUSINESS AND PERSONAL RELATIONSHIP. HE SAID THAT HE HAS A GOOD RELATIONSHIP WITH ALL OF HIS SIBLINGS, EXCEPT FOR ELIOT. HE SAID THAT HE GOT ALONG WITH HIS MOTHER, PRIOR TO HER PASSING. HE TOLD ME THAT RACHEL WALKER WAS EMPLOYED BY HIS MOTHER AND FATHER. HE SAID THAT HE GOT ALONG WITH WALKER AND THAT SHE HELPED HIS MOTHER, SHIRLEY, PRIOR TO SHIRLEY'S PASSING. TED TOLD ME THAT MARITZA PUCCIO WAS SOMEONE THAT WORKED FOR HIM AND AS WELL AS HIS PARENTS. HE STATED THAT SHE HELPED AROUND THE HOMES, CLEANING AND/OR CARING FOR CHILDREN. HE STATED THAT HE MET HER AROUND 2003 OR 2005. HE SAID THAT HE NO LONGER HAS A RELATIONSHIP

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 4
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

WITH HER. HE SAID THAT SIMON DID HAVE AN INTIMATE RELATIONSHIP WITH PUCCIO AFTER SHIRLEY PASSED. HE STATED THAT PUCCIO DID RECEIVE SOME TYPE OF FINANCIAL BENEFIT FROM SIMON, PRIOR TO HIM PASSING. HE SAID THAT PUCCIO WAS LIVING WITH SIMON AND HER BILLS WERE BEING PAID FOR. THIS MAY OR MAY NOT BE THE FINANCIAL BENEFIT; TED DID NOT SEEM TO BE SURE. HE DID STATE THAT IT APPEARED THAT SIMON WAS GENUINELY INVESTED INTO THE RELATIONSHIP HE HAD WITH PUCCIO.

TED SAID THAT HE HAS NOT SPOKEN TO SPALLINA ABOUT HIM WITHDRAWING FROM BEING THE ATTORNEY FOR THE TRUSTS, BUT THAT HE DID SPEAK WITH TESCHER. HE SAID THAT TESCHER TOLD HIM HE HAD BEEN MADE AWARE OF A FABRICATED DOCUMENT THAT WAS POTENTIALLY PROBLEMATIC FOR THE ESTATES. HE SAID THAT TESCHER TOLD HIM THAT SPALLINA CREATED THE FABRICATED DOCUMENT AND IT ESSENTIALLY IMPACTED THE ABILITY FOR SIMON TO DISTRIBUTE FUNDS TO ALL 10 GRANDKIDS. TED SAID THAT TESCHER TOLD HIM THAT HE HAD ONLY RECENTLY BECOME AWARE OF THIS DOCUMENT, APPROXIMATELY THREE WEEKS AGO FROM TODAY (01/28/14).

ATTORNEY ALAN ROSE PROVIDED A STATEMENT, STATING HE WISHED TO CLARIFY SOME THINGS IN REGARDS TO HOW THE ESTATE DOCUMENTS READ IN HIS OPINION. HE STATED THAT SHIRLEY'S ASSETS WENT TO LISA, JILL, AND ELIOT OR THEIR LINEAL DECEDENTS. HE STATED THAT ONCE SHIRLEY PASSED HER ASSETS WENT INTO HER TRUST. HE STATED THAT SIMON WAS THE SOLE BENEFICIARY FOR HIS LIFE. HE STATED THAT SIMON DID HAVE A POWER OF APPOINTMENT THAT HE COULD EXERCISE; REFERENCE SHIRLEY'S TRUST, CHANGING THE BENEFITS TO LISA, JILL, AND ELIOT'S CHILDREN. SIMON COULD CHANGE HIS DOCUMENTS AT ANY TIME UP TO HIS DEATH. ALAN STATED THERE IS QUESTION AS TO WHETHER OR NOT SIMON HAD THE POWER TO DISTRIBUTE THE FUNDS FROM THE TRUST TO SIX GRANDCHILDREN OR 10. THE 10 WOULD INCLUDE THE CHILDREN OF ALL FIVE OF SIMON'S KIDS.

HE STATED THAT SHIRLEY'S ORIGINAL DOCUMENTS STATE THAT TED AND PAM AND THEIR LINEAL DECEDENTS ARE CONSIDERED PREDECEASED. HE STATED THAT WERE OTHER WAYS TO MAKE SIMON'S WISHES COME TRUE FOR THE ESTATES. HE SAID THAT CHANGES COULD HAVE BEEN MADE TO SIMON'S DOCUMENTS TO REFLECT SHIRLEY'S SO THAT EQUAL DISTRIBUTIONS WERE MADE AMONGST THE 10 GRANDCHILDREN. THIS EXPLANATION OF THE DOCUMENTS GENERATED A SIMILAR IF NOT THE SAME CONCLUSION AS THAT OF SPALLINA'S FROM LAST WEEK.

I ALSO COMMUNICATED WITH ELIOT BERNSTEIN SEVERAL TIMES THIS WEEK AND LAST WEEK IN ATTEMPT TO ARRANGE AN INTERVIEW WITH HIM IN PERSON. HE CANCELED THE LAST TWO MEETINGS WE HAD SET. AT THIS TIME HE HAS REFUSED TO SET A NEW MEETING DATE

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
01/29/14 @ 1425 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: 00 CODE: 9546 01/31/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4655 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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Did he contact Mother or Pamela???

ON 01/29/14 I ATTEMPTED TO MAKE CONTACT WITH LISA FRIEDSTEIN, JILL IANTONI, AND PAMELA SIMON VIA E-MAIL. THEY ARE THE THREE DAUGHTERS OF SIMON AND SHIRLEY BERNSTEIN. I USED THE INFORMATION THAT WAS PROVIDED TO ME BY ELIOT ON 09/10/13. I ATTACHED READ RECEIPTS TO THE E-MAIL. I RECEIVED A READ RECEIPT FROM PAMELA 01/30/14 AT 4:59 AM. ON 01/30/14 I PLACED PHONE CALLS TO JILL AND LISA, USING THE PHONE NUMBERS ELIOT HAD PROVIDED ME. I LEFT MESSAGES ASKING THEM TO CALL ME BACK. ON 01/31/14 I BRIEFLY SPOKE WITH LISA, BUT ASKED THAT SHE CALL BACK SO WE CAN FURTHER DISCUSS THIS CASE. TO DATE, I HAVE NOT RECEIVED A CALL OR E-MAIL FROM PAM OR JILL.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
01/31/14 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/04/2014/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE
CENTRAL RECORDS
FSS EXEMPTIONS/CONFIDENTIAL

01/31/2013 12:06 5618883163 CENTRALRECORDS #2517 P.001/004

- ☐ 119.071(2)(c) Active criminal intelligence/active criminal investigative information
- ☐ 119.071(2)(e) Confession
- ☐ 365.171(15) Identity of 911 caller or person requesting emergency service
- ☐ 119.071(2)(d) Surveillance techniques, procedures, and personnel; inventory of law enforcement resources, policies or plans pertaining to mobilization, deployment or tactical operations
- ☐ 119.071(2)(l) Assets of crime victim
- ☐ 119.071(5)(a)(5) Social security numbers held by agency
- ☐ 119.071(5)(b) Bank account #, debit, charge and credit card numbers held by an agency
- ☑ 395.3025(7)(a) and/or 456.057(7)(a) Medical information
- ☐ 943.053/943.0525 NCIC/FCIC/FBI and in-state FDLE/DOC
- ☐ 119.07(4)(d) Extra fee if request is voluminous or requires extensive personnel, technology
- ☐ 119.071(5)(g)1 Biometric Identification Information (Fingerprints, palm prints, and footprints)
- ☐ 119.071(2)(f) Confidential Informants
- ☐ 316.066(5)(a) Crash reports are confidential for period of 60 days after the report is filed
- ☐ 119.071(2)(h)(1) Identity of victim of sexual battery, lewd and lascivious offense upon a person less than 16 years old, child abuse, sexual offense
- ☐ 985.04(1) Juvenile offender records
- ☐ 119.0712(2) Personal information contained in a motor vehicle record
- ☐ 119.071(2)(b) Criminal intelligence/investigative information from a non-Florida criminal justice agency
- ☐ 394.4615(7) Mental health information
- ☐ 119.071(4)(c) Undercover personnel
- ☐ 119.071(4)(d)(1) Home address, telephone, soc. security #, photos of active/former LE personnel, spouses and children

☐ Other:

Case No:12-121312	Tracking No.: n/a	Clerk Name/ID: Hall/9205	Date: 1/31/2013

Revised 03/04/2011

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 12121312 O F F E N S E R E P O R T CASE NO. 12121312
DISPOSITION: ZULU
DIVISION: ROAD PATROL

POLICE SERVICE CALL * * *
SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 09/13/12 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 9836 NAME: HAUGH VINCENT ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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NAME LIST:
ROLE:
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 12344 MELROSE WY BOCA RATON FL 33428 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 000-0000
OTHER ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2763 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 886-7627
BUSINESS PHONE: 561 000-0000
OTHER RACHEL WALKER DOB: 03/05/1984
SEX: F RACE: W HT: 508 WT: 130 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 99 SE MIZNER BD BOCA RATON FL 33434 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER MARITZ UCCIO DOB: 04/23/1966
SEX: F RACE: W HT: 502 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LYONS HEAD LA BOCA RATON FL 33496 HOME PHONE:561 305-2999
BUSINESS PHONE: 561 000-0000
OTHER LISA FRIEDSTEIN DOB: 03/15/1967
SEX: F RACE: W HT: 501 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 2142 CHURCHHILL LA HIGHLAND IL 60035 HOME PHONE:847 877-4633
BUSINESS PHONE: 561 000-0000
..

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

ON 9/13/12 AT 1211 HOURS, I RESPONDED TO 7020 LYONS HEAD LANE, UNINCORPORATED BOCA RATON, FL., AND MET WITH TED BERNSTEIN AND HIS SISTER AND BROTHER, LISA FRIEDSTEIN AND ELLIOT BERNSTEIN, IN REFERENCE TO A POLICE ASSIST. TED ADVISED HIS FATHER, SIMON BERNSTEIN WAS TAKEN TO DELRAY COMMUNITY HOSPITAL AT 1000 HOURS ON 9/12/12 AND PASSED AWAY AT 0100 HOURS ON 9/13/12. HE EXPLAINED WHILE AT THE HOSPITAL HE WAS ADVISED BY SIMON'S CARETAKER, RACHEL WALKER THAT SIMON'S LIVE-IN GIRLFRIEND, MARITZA PUCCIO MIGHT HAVE PROVIDED SIMON WITH A LARGER THEN PRESCRIBED DOSE OF HIS [redacted] MEDICATION AS WELL AS ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS, WHICH COULD OF CAUSED HIS DEATH. HE SAID HE VOICED HIS CONCERNS TO THE DOCTORS AT DELRAY COMMUNITY HOSPITAL BUT THEY ADVISED THERE DID NOT APPEAR TO BE ANY SUSPICIOUS CIRCUMSTANCES SURROUNDING SIMON'S DEATH AND THEY WOULD NOT BE CONDUCTING AN AUTOSPY. TED CONTACTED BOTH A PRIVATE COMPANY AND THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE REGARDING HAVING AN AUTOSPY CONDUCTED. BOTH ADVISED HE SHOULD CONTACT THE PALM BEACH COUNTY SHERIFF'S OFFICE.

AFTER SPEAKING WITH TED, I SPOKE WITH RACHEL. RACHEL STARTED BY TELLING ME THAT SIMON SUFFERED FROM SEVERAL AILMENTS TO INCLUDE, [redacted] AND HE HAD [redacted] APPROXIMATELY 2 YEARS AGO, WHICH WAS ONE OF SEVERAL [redacted]. SIMON WAS RECENTLY PLACED ON [redacted] FOR THE [redacted], WHICH SHE SAID EFFECTED HIS MENTAL FACULTIES. RACHEL ADVISED WHEN SHE ARRIVED AT SIMON'S HOUSE AT 0830 HOURS ON 9/12/12, SHE FOUND SIMON LYING ON THE COUCH IN THE LIVING ROOM. HE WAS AWAKE AND BREATHING BUT HE HAD A VERY LOW HEART BEAT AND WAS UNAWARE OF HIS SURROUNDINGS. RACHEL SAID SHORTLY AFTER HER ARRIVAL MARITZA RETURNED HOME. THEY HAD A BRIEF ARGUMENT OVER WHETHER OR NOT THEY SHOULD BRING SIMON TO THE HOSPITAL AS RACHEL SAYS MARITZA DID NOT BELIEVE HE NEEDED TO GO TO THE HOSPITAL AT THIS TIME. RACHEL SAID THAT SHE FINALLY TOLD MARITZA THAT SHE WAS GOING TO TAKE HIM TO THE HOSPITAL BY HERSELF. SHE SAID SHE LEFT THE HOUSE APPROXIMATELY 1000 HOURS FOR THE HOSPITAL. RACHEL WENT ONTO TELL ME THAT MARITZA PROVIDED SIMON WITH ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS ON THE NIGHT OF 9/8/12. SHE ALSO SAID SIMON WAS PRESCRIBED 100 [redacted] PILLS ON 9/7/12 AND SHE BELIEVE THAT MARITZA WAS PROVIDING SIMON WITH LARGER THEN PRESCRIBED DOSES OF [redacted]. RACHEL TOLD ME SHE BELIEVED THERE WERE ONLY 30 PILLS LEFT IN THE BOTTLE AT THE TIME OF SIMON'S DEATH. I LATER COUNTED THE BOTTLE OF [redacted]. THERE WERE 90.5 PILLS IN THE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

BOTTLE SHOWING THAT SIMON DID NOT TAKE MORE THAN PRESCRIBED.
IT SHOULD ALSO BE NOTED THAT I SPOKE WITH ELLIOT, WHO SAID HE WAS AT DINNER WITH SIMON AND MARITZA ON 9/8/12 AND OBSERVED HIS FATHER TELL MARITZA THAT HE WANTED ONE OF HER [redacted] SLEEPING PILLS BECAUSE HE COULD NOT SLEEP. ELLIOT SAID THEY HAD A BRIEF ARGUMENT OVER THIS AS MARTIZA REFUSED TO ALLOW SIMON TO TAKE ONE OF HER PILLS INITIALLY. AT THIS TIME SGT. CASTELLI ARIVED ON SCENE AND WAS ADVISED OF THE CASE.
HE MADE CONTACT WITH VCD AND THE MEDICAL EXAMINER'S OFFICE. HE WAS ADVISED TO HAVE ME CONTACT DELRAY COMMUNITY HOSPITAL TO PUT A HOLD ON SIMON'S BODY FOR [redacted] FROM THE MEDICAL EXAMINER'S OFFICE WHO WOULD CHECK ON THE SITUATION THE NEXT DAY. I WAS ALSO ADVISED TO EMAIL A COPY OF THE REPORT TO [redacted] WITH THE MEDICAL EXAMINER'S OFFICE. DELRAY COMMUNITY HOSPITAL WAS CONTACTED AND A HOLD WAS PLACED ON SIMON'S BODY AND [redacted] WAS EMAILED.
THIS REPORT IS FOR INFORMATION PURPOSES.
D/S HAUGH #8825
TRANS: 9/14/12 DG#4495
DICT: 9/13/12 @ 1700 HRS.

printed by Employee Id #: 9205 on January 31, 2013 12:03:51PM

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION FOR SUMMARY JUDGMENT AS TO COUNT I OF ITS PETITION

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by Simon Bernstein for the benefit of his grandchildren, Joshua, Jake and Daniel Bernstein, moves for summary judgment as to Count I of its Petition, and in support hereof, submits the following memorandum of law:

I. NATURE OF COUNT I

On May 26, 2014, Oppenheimer resigned as Trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his grandchildren, Joshua, Jake and Daniel Bernstein on September 7, 2006 (the "Grandchildren Trusts"). In Count I of its Petition,

Oppenheimer seeks instructions as to where to deliver the trust property now that it has resigned.

The material facts supporting Oppenheimer's claim under Count I are simple and incontrovertible: (i) Oppenheimer resigned as Trustee (as the Grandchildren Trusts and the Florida Trust Code permit as a matter of right); (ii) there is no successor trustee to whom Oppenheimer can deliver the trust property; and (iii) the Court has the authority and duty to either appoint a successor trustee to receive the trust property, or terminate the Grandchildren Trusts and deliver their assets to the minor beneficiaries, through their natural guardians or a guardian of the property.

In their Answer to the Petition, Eliot And Candice Bernstein, as the parents and natural guardians of Joshua, Jake And Daniel Bernstein, state that they are "without knowledge" as to the material allegations of Count I, and raise no affirmative defenses to Count I. Because there are no genuine issues of material fact concerning Oppenheimer's resignation or its right to obtain directions regarding the delivery of trust property to a successor, summary judgment as to Count I should be granted.

II. UNDISPUTED MATERIAL FACTS

1. Joshua, Jake and Daniel Bernstein, all minors, are the sole beneficiaries of the Grandchildren Trusts, copies of which are attached hereto as Exhibits "A" through "C."

A. Oppenheimer's Appointment As Successor Trustee

2. In 2010, following the resignation/removal of prior trustees of the Grandchildren Trusts, Eliot and Candice Bernstein, as the parents and natural guardians of Joshua, Jake and Daniel Bernstein, filed *Petitions to Appoint Successor Trustee* for each of the Grandchildren Trusts in Palm Beach County Circuit Court, Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB. Copies of the dockets for these

cases are attached hereto as Exhibits "D" through "F." Oppenheimer requests that the Court take judicial notice of the dockets pursuant to §§ 90.201(1), 90.202(6) and/or 90.202(12), Florida Statutes.

3. On July 8, 2010, the Honorable Martin H. Colin entered *Final Orders on Petition to Appoint Successor Trustee*, appointing Oppenheimer Trust Company as the successor trustee of each of the Grandchildren Trusts. Copies of those Orders are attached hereto as Composite Exhibits "G" through "I." Oppenheimer requests that the Court take judicial notice of the Final Orders pursuant to §§ 90.201(1) and/or 90.202(6), Florida Statutes.[1]

4. On July 30, 2010, Oppenheimer Trust Company accepted the Court's appointments and began serving as Trustee of the Grandchildren Trusts. *See Exhibit K (the Affidavit of Oppenheimer representative Hunt Worth authenticating the three "Acceptance" documents signed by him on July 30, 2010).*[2]

B. Oppenheimer's Resignation As Trustee

5. On April 22, 2014 Oppenheimer gave notice that it was resigning as trustee as a matter of right. *See Exhibit "M" (Oppenheimer's April 22, 2014 "Notice of Resignation").* The resignation became effective on May 26, 2014 pursuant to the terms of the Grandchildren Trusts, the Florida Trust Code and the Notice of Resignation.

---

[1] Eliot and Candice Bernstein intend to dispute whether OPPENHEIMER was properly appointed as the "legal Trustee" of the Grandchildren Trusts (thus capable of now passing control of the Grandchildren Trusts to another). *See Exhibit "J"* (particularly, the e-mail from Eliot Bernstein sent on August 25, 2014 at 10:21 AM). However, OPPENHEIMER's status as the "legal Trustee" has already been determined by this Court in 2010. The Bernsteins, who were parties to the 2010 proceedings, are barred from re-litigating that issue here.

[2] "Oppenheimer Trust Company" was merged into "Oppenheimer Trust Company of Delaware" effective December 20, 2103. *See Exhibit "L."* Oppenheimer requests that the Court take judicial notice of the information contained in Exhibit "L" pursuant to §§ 90.202(5), 90.202(12) and/or 90.202(13), Florida Statutes.

C. The Present Lack Of A Trustee

6. In the Notice of Resignation, Oppenheimer advised the beneficiaries, through their parents, Eliot and Candice Bernstein, of their right and obligation to appoint a successor trustee. They have not done so.

7. Other than the limited "resigned trustee" role Oppenheimer continues to have pursuant to § 736.0707, Florida Statutes, the Grandchildren Trusts are without a trustee.

III. ARGUMENT

8. The Trusts provide, in relevant part, as follows:

> **5.2 Resignation.** Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
>
> **5.3 Power to Name Other Trustees.** Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

9. Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

> **(1) A trustee may resign:**
>
> **(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...**

10. Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

> **(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:**

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

11. Finally, Fla. Stat. § 736.0707 requires a resigned trustee to deliver trust property to a successor trustee or other person entitled to the property, and provides that the resigned trustee has the duties of a trustee, and the power necessary to protect the trust property, until the property is so delivered.

12. Oppenheimer, as the resigned trustee, is required to deliver the Trust property in its possession to a successor trustee or another authorized person.

13. Because Candice and Eliot Bernstein, as the natural guardians of the beneficiaries, have failed to appoint a successor trustee, the Court must either (i) appoint a successor trustee to whom Oppenheimer shall deliver the Trust property or (ii) terminate the Trusts and direct Oppenheimer to deliver the Trust property to the minor beneficiaries, through their natural guardians or a guardian of the property.[3]

[3] Whether Eliot and Candice Bernstein should be given control of their children's assets or whether a guardian of the property should be appointed is a question which OPPENHEIMER leaves to the sound judgment of the Court.

IV. CONCLUSION

For all of the foregoing reasons, Oppenheimer requests summary judgment authorizing and directing Oppenheimer, as the resigned trustee, to transfer all property held by the Grandchildren Trust to a designated person or entity, an award of attorneys' fees and costs under the Grandchildren Trusts and the Trust Code, and such other relief as is just and proper.

Respectfully submitted,

GRAYROBINSON, P.A.
Attorneys for Petitioner
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: */s/ Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 29th day of August, 2014.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
ivewit@ivewit.tv
ivewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A.is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets.** To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors.** To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;

- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;

- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and

- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

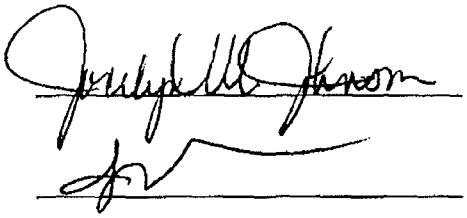
11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

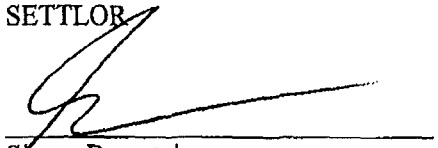
Executed as of the date first written above.

Signed in the presence of:



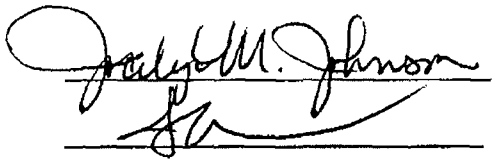
Two witnesses as to Simon Bernstein

SETTLOR



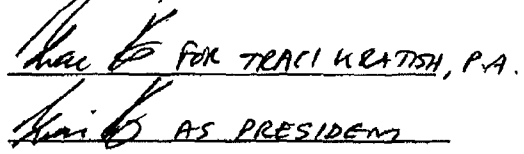
Simon Bernstein

Signed in the presence of:



Two witnesses as to Traci Kratish

TRUSTEE
Traci Kratish, P.A.



Traci Kratish, [redacted], President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT B

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Jake Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JAKE BERNSTEIN.

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a

beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 **Type of Assets.** Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 **Original Assets.** Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 **Tangible Personal Property.** To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 **Specific Securities.** To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 **Incorporation.** To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 **Delegation.** To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 **Advances.** To make cash advances or loans to beneficiaries, with or without security.

7.25 **Investment Manager.** To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 **Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 **Disclaim Assets or Powers.** To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 **Transfer Situs.** To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

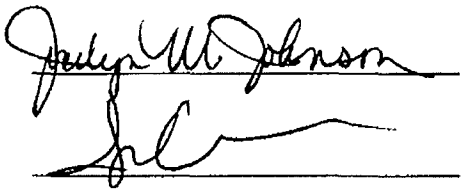
11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

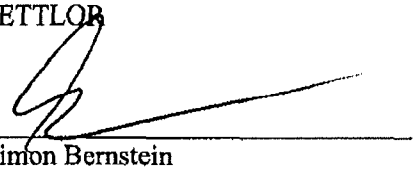
Executed as of the date first written above.

Signed in the presence of:



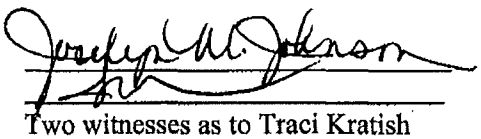
Two witnesses as to Simon Bernstein

SETTLOR



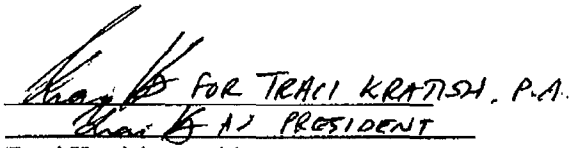
Simon Bernstein

Signed in the presence of:



Two witnesses as to Traci Kratish

TRUSTEE
Traci Kratish, P.A.



Traci Kratish, President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT C

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Daniel Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, DANIEL BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment

funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform

Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all

rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT D

Report Selection Criteria

Case ID: 502010CP003123XXXXSB
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502010CP003123XXXXSB
Case Caption: INRE DANIEL BERNSTEIN IRREVOCABLE TRUST
Division: IY - COLIN
Filing Date: Wednesday, July 07th, 2010
Court: CP - PROBATE
Location: SB - SOUTH BRANCH
Jury: N-Non Jury
Type: TR - TRUST
Status: PE - PENDING

Related Cases

502012CP004391XXXXSB

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name		
1			IN RE	@2312297	**BERNSTEIN, DANIEL**	**Aliases:**	*none*
2			PETITIONER	@2312298	**BERNSTEIN, ELIOT**	**Aliases:**	*none*
3			PETITIONER	@2312299	**BERNSTEIN, CANDICE**	**Aliases:**	*none*

4	2		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
5			JUDGE	IY	**COLIN, JUDGE MARTIN H**	**Aliases:**	*none*
6	3		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*

Docket Entries

Docket Number	Docket Type	Book and Page No.	Attached To:
	00000 - ADDITIONAL COMMENTS		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	510FF - CPFF/TR		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	PE - PENDING		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	RCPT - RECEIPT FOR PAYMENT		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			

Docket Text:	A Payment of -$410.00 was made on receipt SBCV49660.		
1	ORD - ORDER		
Filing Date:	07-JUL-2010		
Filing Party:	BERNSTEIN, ELIOT		
Disposition Amount:			
Docket Text:	TO APPOINT SUCCESSOR TRUSTEE		
2	ORD - ORDER		
Filing Date:	07-JUL-2010		
Filing Party:	COLIN, JUDGE MARTIN H		
Disposition Amount:			
Docket Text:	FINAL ORD ON PET		

EXHIBIT E

Report Selection Criteria

Case ID: 502010CP003125XXXXSB
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502010CP003125XXXXSB
Case Caption: INRE JAKE BERNSTEIN IRREVOCABLE TRUST
Division: IY - COLIN
Filing Date: Wednesday, July 07th, 2010
Court: CP - PROBATE
Location: SB - SOUTH BRANCH
Jury: N-Non Jury
Type: TR - TRUST
Status: PE - PENDING

Related Cases

502012CP004391XXXXSB

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name		
1			IN RE	@2312319	**BERNSTEIN, JAKE**	**Aliases:**	*none*
2			PETITIONER	@2312320	**BERNSTEIN, ELIOT**	**Aliases:**	*none*
3			PETITIONER	@2312321	**BERNSTEIN, CANDICE**	**Aliases:**	*none*

4	2		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
5	3		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
6			JUDGE	IY	**COLIN, JUDGE MARTIN H**	**Aliases:**	*none*

Docket Entries

Docket Number	Docket Type	Book and Page No.	Attached To:
	00000 - ADDITIONAL COMMENTS		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	510FF - CPFF/TR		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	PE - PENDING		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	RCPT - RECEIPT FOR PAYMENT		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			

Docket Text:	A Payment of -$410.00 was made on receipt SBCV49660.		
1	ORD - ORDER		
Filing Date:	07-JUL-2010		
Filing Party:	BERNSTEIN, CANDICE		
Disposition Amount:			
Docket Text:	TO APPOINT SUCCESSOR TRUSTEE		
2	ORD - ORDER		
Filing Date:	08-JUL-2010		
Filing Party:	COLIN, JUDGE MARTIN H		
Disposition Amount:			
Docket Text:	FINAL ORD ON PET		

EXHIBIT F

Report Selection Criteria

Case ID: 502010CP003128XXXXSB
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502010CP003128XXXXSB
Case Caption: INRE JOSHUA Z BERNSTEIN IRREVOCABLE TRUST
Division: IY - COLIN
Filing Date: Wednesday, July 07th, 2010
Court: CP - PROBATE
Location: SB - SOUTH BRANCH
Jury: N-Non Jury
Type: TR - TRUST
Status: PE - PENDING

Related Cases

502012CP004391XXXXSB

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name		
1			IN RE	@2312344	**BERNSTEIN, JOSHUA Z**	**Aliases:**	*none*
2			PETITIONER	@2312345	**BERNSTEIN, ELIOT**	**Aliases:**	*none*
3			PETITIONER	@2312346	**BERNSTEIN, CANDICE**	**Aliases:**	*none*

4	2		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
5	3		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
6			JUDGE	IY	**COLIN, JUDGE MARTIN H**	**Aliases:**	*none*

Docket Entries

Docket Number	Docket Type	Book and Page No.	Attached To:
	00000 - ADDITIONAL COMMENTS		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	510FF - CPFF/TR		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	PE - PENDING		
Filing Date:	07-JUL-2010		
Filing Party:			
Disposition Amount:			
Docket Text:	*none.*		
	RCPT - RECEIPT FOR PAYMENT		
Filing Date:	07-JUL-2010		
Filing Party:			

Disposition Amount:	
Docket Text:	A Payment of -$410.00 was made on receipt SBCV49660.

1	PET - PETITION		

Filing Date:	07-JUL-2010
Filing Party:	BERNSTEIN, CANDICE
Disposition Amount:	
Docket Text:	TO APPOINT SUCCESSOR TRUSTEE

2	ORD - ORDER		

Filing Date:	08-JUL-2010
Filing Party:	COLIN, JUDGE MARTIN H
Disposition Amount:	
Docket Text:	FINAL ORD ON PET

EXHIBIT G

2010 JUL -8 AM 9:43

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CTY BRANCH

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003123XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

EXHIBIT H

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH, FL
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003125XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By
DEPUTY CLERK

EXHIBIT I

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION:
FILE NUMBER: 502010CP003128XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

_____
CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

EXHIBIT J

Lori E. Politis, FRP

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Monday, August 25, 2014 10:21 AM
To: Steven A. Lessne
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'
Subject: Waiver of Service of Process

Steven,

I will take that as you are refusing to Waive Service and refusal to cooperate in your own lawsuit and will promptly send a Marshal and notify the Court of your lack of cooperation. Since, I have told you already I am not sure you are the legal Trustee and I am not sure I could be therefore a successor and based on the incomplete documents remain uncertain, that I would welcome a Court to decide how the transfer shall go. Due to the Fraudulently Notarized Documents and Forged Documents in my parents estates and trusts found already and lacking fully signed documents showing BFR and the children's trusts at this time I am certain you understand my position. I have turned these matters as well over to civil and criminal authorities and your clients involvement so I would like to wait for all of those efforts to also ascertain what happened and who is responsible first and I think my counter complaint will address that.

You have now been served a Counter Complaint with a waiver of service and as such I wondered if you have counsel for your other capacities as Defendant both personally and professionally and counsel for your firm who is also served? If you are refusing to talk to me in those capacities, again, especially where this is your lawsuit who should I contact for you and who shall I contact for the firm.

Thank you,
Eliot

iVIEWIT

I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

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 Professional Video courtesy of NY Senate, my fav part at end
http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end
http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

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

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2
http://youtu.be/OaXys6bImFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3
http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4

http://youtu.be/rUHCZFkro08

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125
http://youtu.be/WEgSXJFqrhQ

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

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.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
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

"Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force." -- Thomas Jefferson, The Kentucky Resolutions of 1798

"If a law is unjust, a man is not only right to disobey it, he is obligated to do so." Thomas Jefferson

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

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

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



Eliot I. Bernstein
Iviewit Technologies, Inc.
Founder & Inventor
(561) 245-8588 Work
(561) 886-7628 Mobile
(561) 245-8644 Facsimile
iviewit@iviewit.tv
eliot@iviewit.tv
2753 N.W. 34th St.
Boca Raton, Florida 33434
http://www.iviewit.tv

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From: Steven A. Lessne [mailto:Steven.Lessne@gray-robinson.com]
Sent: Monday, August 25, 2014 10:05 AM
To: Eliot Ivan Bernstein
Cc: tourcandy@gmail.com; 'Eliot Bernstein'
Subject: RE: Processing Completed for Filing # 17305916

Mr. Bernstein:

I am writing to you and your wife, in your capacity as your children's parents, and in my capacity as counsel for the trustee (now resigned) of your children's trusts. On at least three prior occasions (once by letter and twice by e-mail), I asked if you had a preference as to who should control your children's trusts or their assets upon my client's resignation. If the Court agrees that a successor is needed, we would like to advise the Court of your preference, or advise the Court that you have no preference. To date, you have not responded. I ask again that you do so.

In response to your latest e-mail, I again advise you that I will communicate with you only in your capacity as your children's parents, and only in my capacity as counsel for the trustee (now resigned) of your children's trusts. Any questions posed by you in any other capacity, or to me in any other capacity, will not see a response. Thank you for your understanding.

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Monday, August 25, 2014 7:07 AM
To: Steven A. Lessne; Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company ; Hunt Worth ~ President @ Oppenheimer Trust Company
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'
Subject: FW: Processing Completed for Filing # 17305916

Steven, will you be waiving service for you, Janet and Oppenheimer as Defendants in the Counter Complaint I have served upon you with Waiver or will I have to send a Marshal over and notify the Court of your refusal? Please let me know ASAP. Eliot

---

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, August 20, 2014 6:44 PM
To: 'Steven A. Lessne'
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Marc R. Garber Esq. (marcrgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); "tourcandy@gmail.com' (tourcandy@gmail.com)'; 'Eliot Bernstein (iviewit@iviewit.tv)'
Subject: RE: Processing Completed for Filing # 17305916

Yes, I see that you are representing parties in the matter but you are also aware that you are a named defendant, personally and professionally, regarding my complaints against you in those capacities and I ask if you have separate and distinct counsel for each capacity or if you will be representing yourself Pro Se, while also acting as counsel to other parties? Thanks.

From: Steven A. Lessne [mailto:Steven.Lessne@gray-robinson.com]
Sent: Wednesday, August 20, 2014 6:07 PM
To: Eliot Ivan Bernstein
Cc: tourcandy@gmail.com
Subject: Re: Processing Completed for Filing # 17305916

Thank you for your consent. My appearance as counsel is as stated of record in these proceedings

Sent from my iPhone.

On Aug 20, 2014, at 4:56 PM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

> Sure and will you be representing yourself as a Defendant forward or do you have counsel I may deal with at this time? Eliot
>
> ---
>
> **From:** Steven A. Lessne [mailto:Steven.Lessne@gray-robinson.com]
> **Sent:** Wednesday, August 20, 2014 4:44 PM
> **To:** Eliot Ivan Bernstein (iviewit@iviewit.tv); tourcandy@gmail.com
> **Subject:** FW: Processing Completed for Filing # 17305916

Mr. and Mrs. Bernstein:

Please advise whether you consent to the extension of time sought by the Petitioner. Thank you.

From: noreply@myflcourtaccess.com [mailto:noreply@myflcourtaccess.com]
Sent: Wednesday, August 20, 2014 4:02 PM
Subject: Processing Completed for Filing # 17305916

Dear Steven Lessne:

This email verifies the processing of your Filing # **17305916** with the Palm Beach County, Florida Probate Division.

Status:	**Accepted**
Filing Date/Time:	08/20/2014 12:40:30 PM
UCN:	502014CP002815XXXXSB
Clerk Case #:	2014CP002815
Case Style:	IN RE: Estate of Not Available
Matter #:	
Total Filing Fees:	$0.00
Statutory Convenience Fee:	$0.00
Total Paid:	$0.00
Paid By:	No payment required
MyFloridaCounty Receipt #:	

Documents

#	Document Type	Status	Filing Date	Rejection Reason
1	Motions Motion For Extension Of Time	Accepted	08/20/2014	

Fees

Memo:

This is a non-monitored email. Do not reply directly to it. If you have any questions about this filing, please contact the Palm Beach County, Florida Probate Division.

Thank you.

Many counties no longer require paper follow-up. To see a complete list, click on this link.

Steven A. Lessne
Shareholder
GrayRobinson, P.A.
401 East Las Olas Blvd., Suite 1000
P.O. Box 2328 (33303-9998)
Fort Lauderdale, FL 33301
Main: 954-761-8111 | Fax: 954-761-8112
Email: steven.lessne@gray-robinson.com
GRAY | ROBINSON
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Please be advised that this law firm may be acting as a debt collector and is attempting to collect a debt and any information provided will be used for that purpose.

Steven A. Lessne
Shareholder
GrayRobinson, P.A.
401 East Las Olas Blvd., Suite 1000
P.O. Box 2328 (33303-9998)
Fort Lauderdale, FL 33301
Main: 954-761-8111 | Fax: 954-761-8112
Email: steven.lessne@gray-robinson.com
GRAY | ROBINSON
ATTORNEYS AT LAW

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Steven A. Lessne
Shareholder
GrayRobinson, P.A.
401 East Las Olas Blvd., Suite 1000

P.O. Box 2328 (33303-9998)
Fort Lauderdale, FL 33301
Main: 954-761-8111 | Fax: 954-761-8112
Email: steven.lessne@gray-robinson.com
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Lori E. Politis, FRP

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Wednesday, August 20, 2014 9:48 PM
To: Steven A. Lessne
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'
Subject: FW: Processing Completed for Filing # 17305916

Are you accepting the Waiver of Service on the Lawsuit that I sent to you, please advise so that I may notify the Court or send the Marshal? Also, have you notified your insurance carrier of the fact that you are named in the Counter Complaint as a Defendant yet, I believe most policies require reporting of even the threat of litigation let alone once you have been served process or waiver of process and I cannot believe they would allow you to continue without proper representation for yourself. Thanks ~ Eliot

---

From: Steven A. Lessne [mailto:Steven.Lessne@gray-robinson.com]
Sent: Wednesday, August 20, 2014 7:03 PM
To: Eliot Ivan Bernstein
Cc: tourcandy@gmail.com
Subject: Re: Processing Completed for Filing # 17305916

I am communicating with you in my capacity as counsel for the petitioner, and in no other capacity. If you believe that I have (or anyone else has) a duty to communicate with you on my personal behalf, you may take that issue up with the court. I will not be responding by email to any other communications regarding the matter.

Sent from my iPhone.

On Aug 20, 2014, at 6:43 PM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

> Yes, I see that you are representing parties in the matter but you are also aware that you are a named defendant, personally and professionally, regarding my complaints against you in those capacities and I ask if you have separate and distinct counsel for each capacity or if you will be representing yourself Pro Se, while also acting as counsel to other parties? Thanks.
>
> ---
>
> **From:** Steven A. Lessne [mailto:Steven.Lessne@gray-robinson.com]
> **Sent:** Wednesday, August 20, 2014 6:07 PM
> **To:** Eliot Ivan Bernstein
> **Cc:** tourcandy@gmail.com
> **Subject:** Re: Processing Completed for Filing # 17305916
>
> Thank you for your consent. My appearance as counsel is as stated of record in these proceedings
>
> Sent from my iPhone.
>
> On Aug 20, 2014, at 4:56 PM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

Sure and will you be representing yourself as a Defendant forward or do you have counsel I may deal with at this time? Eliot

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Sent: Wednesday, August 20, 2014 4:44 PM
To: Eliot Ivan Bernstein (iviewit@iviewit.tv); tourcandy@gmail.com
Subject: FW: Processing Completed for Filing # 17305916

Mr. and Mrs. Bernstein:

Please advise whether you consent to the extension of time sought by the Petitioner. Thank you.

From: noreply@myflcourtaccess.com [mailto:noreply@myflcourtaccess.com]
Sent: Wednesday, August 20, 2014 4:02 PM
Subject: Processing Completed for Filing # 17305916

Dear Steven Lessne:

This email verifies the processing of your Filing # **17305916** with the Palm Beach County, Florida Probate Division.

Status:	**Accepted**
Filing Date/Time:	08/20/2014 12:40:30 PM
UCN:	502014CP002815XXXXSB
Clerk Case #:	2014CP002815
Case Style:	IN RE: Estate of Not Available
Matter #:	
Total Filing Fees:	$0.00
Statutory Convenience Fee:	$0.00
Total Paid:	$0.00
Paid By:	No payment required
MyFloridaCounty Receipt #:	

Documents

#	Document Type	Status	Filing Date	Rejection Reason
1	Motions Motion For Extension Of Time	Accepted	08/20/2014	

Fees

Memo:

This is a non-monitored email. Do not reply directly to it. If you have any questions about this filing, please contact the Palm Beach County, Florida Probate Division.

Thank you.

Many counties no longer require paper follow-up. To see a complete list, click on this link.

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Shareholder
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401 East Las Olas Blvd., Suite 1000
P.O. Box 2328 (33303-9998)
Fort Lauderdale, FL 33301
Main: 954-761-8111 | Fax: 954-761-8112
Email: steven.lessne@gray-robinson.com
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401 East Las Olas Blvd., Suite 1000
P.O. Box 2328 (33303-9998)
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EXHIBIT K

AFFIDAVIT OF HUNT WORTH IN SUPPORT OF OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION FOR SUMMARY JUDGMENT AS TO COUNT I OF ITS PETITION

STATE OF Delaware :
:
COUNTY OF New Castle :

BEFORE ME, the undersigned authority, personally appeared Hunt Worth, who, after being duly sworn by me under oath, deposes and says:

1. I am the President of Oppenheimer Trust Company of Delaware, formerly known as Oppenheimer Trust Company.

2. I am over the age of eighteen (18). All statements contained herein are based upon my personal knowledge.

3. The three documents attached hereto, entitled "Acceptance by Successor Trustee," are true copies of the documents I executed on July 30, 2010 pursuant to the *Final Orders on Petition to Appoint Successor Trustee* entered on July 8, 2010 by the Palm Beach County Circuit Court in Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB.

FURTHER AFFIANT SAYETH NAUGHT.

Hunt Worth

The foregoing instrument was acknowledged before me this 21 day of August, 2014, by Hunt Worth, who is [X] personally known to me, or [ ] who produced _____ as identification.

NOTARY PUBLIC, STATE OF DELAWARE

My Commission Expires: 11-25-15

SHARON OPIE LUNA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 25, 2015

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By: Hunt Worth

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 10, 2013

N:\WPDATA\dn\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance a Trustee William J. Dwyer.wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003125XXXXSB, does hereby accept its appointment as Successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30 day of July, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By: Hunt Worth

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 10, 2013

☒ Personally Known

☐ Produced Identification/Type of Identification Produced

N:\WPDATA\dn\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointment\Acceptance by Successor Trustee.wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003123XXXXSB, does hereby accept its appointment as Successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By:

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 19, 2013

N:\WPDATA\dn\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointment\Acceptance as Trustee for Daniel Bernstein Irrevocable Trust dated 9-7-06.wpd

EXHIBIT L

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"OPPENHEIMER TRUST COMPANY", A NEW JERSEY CORPORATION,

WITH AND INTO "OPPENHEIMER TRUST COMPANY OF DELAWARE" UNDER THE NAME OF "OPPENHEIMER TRUST COMPANY OF DELAWARE", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF DECEMBER, A.D. 2013, AT 3:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTIETH DAY OF DECEMBER, A.D. 2013, AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Jeffrey W. Bullock, Secretary of State

5410598 8100M

131452674

AUTHENTICATION: 1006546

DATE: 12-23-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:07 PM 12/19/2013
FILED 03:02 PM 12/19/2013
SRV 131452674 - 5410598 FILE

CERTIFICATE OF MERGER

MERGING

OPPENHEIMER TRUST COMPANY

INTO

OPPENHEIMER TRUST COMPANY OF DELAWARE

(pursuant to Section 751 of Title 5 and
Section 252 of Title 8 of the Delaware Code)

The undersigned, a Delaware limited purpose trust company formed as a Delaware corporation, does hereby CERTIFY that:

FIRST: The constituent entities in the merger are:

1. Oppenheimer Trust Company, a New Jersey limited purpose trust company organized as a New Jersey banking corporation

2. Oppenheimer Trust Company of Delaware, a Delaware limited purpose trust company organized as a Delaware corporation

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 252 of the Delaware General Corporation Law and the applicable requirement of New Jersey law.

THIRD: Oppenheimer Trust Company of Delaware shall be the surviving entity.

FOURTH: Upon the completion of the merger, the Articles of Association of Oppenheimer Trust Company of Delaware shall constitute the Articles of Association of the surviving entity.

FIFTH: This Certificate of Merger shall be effective at 11:59 p.m. (Eastern Time) on December 20, 2013.

SIXTH: The executed Agreement and Plan of Merger is on file at an office of the surviving entity, the address of which is 405 Silverside Road, 2nd Floor, Wilmington, Delaware, 19809.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder of, or any other person holding an interest in, any of the constituent entities in the merger.

EIGHTH: The authorized capital stock of Oppenheimer Trust Company is 1,000,000 shares of common stock with a par value of $2.00 per share.

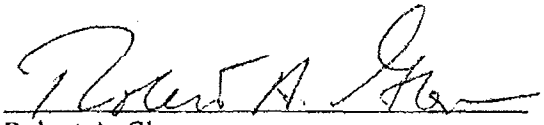
IN WITNESS WHEREOF, Oppenheimer Trust Company of Delaware has caused this Certificate of Merger to be executed by its duly authorized officer as of October 9, 2013.

OPPENHEIMER TRUST COMPANY OF DELAWARE

By: _____
Name: THEKON H. WORTH
Title: PRESIDENT

7341234.2

The foregoing Certificate of Merger merging Oppenheimer Trust Company with and into Oppenheimer Trust Company of Delaware is hereby approved.



Robert A. Glen
Delaware State Bank Commissioner

EXHIBIT M

GRAY | ROBINSON
ATTORNEYS AT LAW

433 PLAZA REAL, SUITE 339
BOCA RATON, FLORIDA 33432
TEL 561-368-3808
FAX 561-368-4008

BOCA RATON
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

561-886-4122
STEVEN.LESSNE@GRAY-ROBINSON.COM

April 22, 2014

VIA E-MAIL, FEDERAL EXPRESS AND CERTIFIED MAIL

Eliot and Candice Bernstein
as the natural guardians of Joshua, Jacob and Daniel Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434-3459

Re: Resignation as Trustee of Trusts for the benefit of Joshua, Jacob and Daniel Bernstein; Offer to Resign as Manager of Bernstein Family Realty, LLC

Dear Mr. and Mrs. Bernstein:

I represent, and am writing to you on behalf of, Oppenheimer Trust Company of Delaware ("Oppenheimer"), in its capacity as Trustee of the three trusts created by Simon Bernstein for the benefit of your minor children, Joshua, Jacob and Daniel Bernstein (the "Trusts"). This letter is directed to you, as the parents and natural guardians of Joshua, Jacob and Daniel Bernstein (the "Beneficiaries"), and will constitute due notice to the Beneficiaries under the Trusts and Florida law.

Oppenheimer hereby notifies you that it will resign as Trustee of the Trusts effective May 26, 2014 (the "Effective Date"). You, as the natural guardians of the Beneficiaries, have the right and obligation to appoint a successor corporate trustee. If you do not provide Oppenheimer, through me, with a written document evidencing that a successor corporate trustee has been appointed and has accepted the appointment before the Effective Date, Oppenheimer will petition the Court to either appoint a successor trustee or terminate the Trusts and distribute their assets to you, as natural guardians of the Beneficiaries.

For your information, the Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

Finally, Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

Please let me know of your intentions with regard to the appointment of a successor trustee before the Effective Date.

I am also writing to you on behalf of Oppenheimer, in its capacity as the Manager of Bernstein Family Realty, LLC (the "Company"). As you know, the Trusts are the sole owners and members of the Company, and the Company owns the house occupied by you and the Beneficiaries. Oppenheimer understands that the house is encumbered by two mortgages which probably exceed the value of the house. A third party, William Stansbury, claims that he is entitled to an equitable lien on the house, and he has sued the Company to establish such a lien. At Oppenheimer's direction, the Company is defending the lawsuit in order to avoid the claimed third lien on the house.

You have expressed unhappiness with Oppenheimer's management of the Company. In light of Oppenheimer's decision to resign as Trustee, Oppenheimer would like to offer you the opportunity to assume management of the Company, or appoint another successor manager, so that you or your chosen manager can defend the Stansbury lawsuit, operate the Company and deal with third parties on behalf of the Company as you deem to be in the best interest of the Company's members and, ultimately, your children. If you would like Oppenheimer to resign as Manager, please notify me in writing, before the Effective Date, of your selection of an appropriate successor manager and the successor's agreement to serve. Upon receipt of your selection, Oppenheimer will resign as Manager and, on behalf of the member Trusts, appoint your chosen successor.

Please note that, if you do not request Oppenheimer's earlier resignation and designate a successor manager, it is Oppenheimer's intent to resign as Manager of the Company after a successor trustee is appointed or the Trusts are terminated. At that point, it will be up to the successor trustee or you, as natural guardians of the Beneficiaries, to appoint a new manager.

If you have any questions regarding the foregoing, please contact me or have your attorney do so.

Very truly yours,

Steven A. Lessne FOR

SAL/sl

cc: Oppenheimer Trust Company of Delaware *(via e-mail and U.S. Mail)*

\824478\2 - # 2906960 v1

Filing # 18447255 Electronically Filed 09/19/2014 02:30:05 PM

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION TO STRIKE OR SEVER COUNTER-COMPLAINT

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein, moves to strike or abate the "Counter-Complaint" filed in this action by non-party, Eliot Bernstein, or to sever the Counter-Complaint from the main claim and stay the Counter-Complaint pending resolution of the main claims and alleged "related claims." In support hereof, Oppenheimer states:[1][2]

[1] Oppenheimer filed this action solely in its capacity as the Resigned Trustee and does not, by the filing of this Motion, voluntarily appear in this action or subject itself to the jurisdiction of this Court in any other capacity.

[2] Oppenheimer has simultaneously filed a *Motion to Appoint Guardian Ad Litem for Minor Beneficiaries* (the Minor Beneficiaries are only real parties in interest in this action). If that Motion is granted, it will be up to the guardian *ad litem* (not Eliot Bernstein) to plead on behalf of the Minor Beneficiaries).

I. SUMMARY OF RELIEF SOUGHT

1. Oppenheimer filed this action against Eliot and Candice Bernstein (the "Bernsteins"), *in their representative capacities* (as the parents and natural guardians of Oppenheimer's minor beneficiaries, Joshua, Jake and Daniel Bernstein (the "Minor Beneficiaries")). *Critically, the Minor Beneficiaries are the only beneficiaries under the small "Grandchildren Trusts" that are the subject of Oppenheimer's Petition, and therefore, the only real parties in interest on the respondent side of this action*. The Bernsteins have no standing to file a "Counter-Complaint" individually (or in any capacity other than that in which they were sued). Because the Bernsteins (themselves, non-parties) impermissibly filed a Counter-Complaint in their individual and other capacities, the Counter-Complaint is a nullity and must be stricken.

2. The Counter-Complaint should be stricken or abated because it is duplicative of several other lawsuits already pending before this Court and other courts, and appears on its face to violate a "vexatious litigant" injunction entered against Eliot Bernstein by the United States District Court for the Southern District of New York. According to the Bernsteins, the Counter-Complaint "is related to [nine other lawsuits pending] worldwide involving Eliot Bernstein where there are claims of conspiracy…" The Bernsteins have declared all of these "related" actions, *en masse*, to be a single "adversary proceeding," *see Declaration of Adversary Proceeding* filed in this action (p. 7), and have expressly incorporated all "pleadings, rulings, evidence, etc." from all of these other lawsuits "and others related" into the Counter-Complaint. *See Counter-Complaint, ¶ 108, 237.* Given the pendency (or prior adjudication) of these other lawsuits, to avoid duplication and preserve judicial resources, the Court should order that any counterclaims filed in this action be limited to issues related to the Grandchildren

Trusts (and be filed on behalf of the beneficiaries thereof – the Minor Beneficiaries). The Counter-Complaint, in its present form, should be stricken.

3. The Counter-Complaint should be stricken because it is an unmanageable, unworkable document, violative of basic rules of pleading. It is impossible to discern who is suing who and in which capacity(ies). Eliot Bernstein is suing in more than twenty (20) capacities. He is seeking all relief against all counterclaim-defendants in all counts based upon generalized allegations of "conspiracy" (and there is no specific allegation that Oppenheimer was a party to any agreement to conspire).

4. At a minimum, the Counter-Complaint should be severed from the narrowly-tailored main claim, and stayed, in the interest of judicial economy.

II. ARGUMENT

A. Procedural Background

5. On July 8, 2010, on the Bernsteins' Petition, this Court (in Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB) entered Final Orders appointing Oppenheimer Trust Company as the successor trustee of three, irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"). Copies of those Orders are attached hereto as Composite Exhibits "A" through "C." Oppenheimer requests that the Court take judicial notice of the Final Orders pursuant to §§ 90.201(1) and/or 90.202(6), Florida Statutes.[3]

6. On July 30, 2010, Oppenheimer Trust Company accepted the Court's appointments and began serving as Trustee of the Grandchildren Trusts. *See Exhibit "D"* (the

[3] Mr. Bernstein alleges "that the fiduciaries of the Estates, Trusts and corporate entities sued hereunder are alleged to have gained their fiduciary positions through a series of fraudulent documents…" *See Counter-Complaint, ¶ 291*. It is unclear if his allegation of fraud extends to the Court's Final Orders appointing Oppenheimer as trustee.

Affidavit of Oppenheimer representative Hunt Worth authenticating the three "Acceptance" documents signed by him on July 30, 2010). [4]

7. On May 26, 2014, Oppenheimer resigned as the Trustee of the "Grandchildren Trusts" (as it was permitted to do a matter of right). *See Exhibit "F."* Because the Minor Beneficiaries' parents, Eliot and Candice Bernstein (the "Bernsteins"), declined to appoint a successor trustee as permitted by the terms of the Grandchildren Trusts, or provide instructions to Oppenheimer regarding the delivery of the trust property, Oppenheimer was forced to file this lawsuit.

8. In Count I of its Petition, Oppenheimer seeks instructions as to where to deliver the trust property now that it has resigned. In Count II of its Petition, Oppenheimer seeks review and approval of its final accounting. Critically, the only real parties in interest with regard to Oppenheimer's Petition are the beneficiaries of the Grandchildren Trusts, to wit: Joshua, Jake and Daniel Bernstein. Eliot and Candice Bernstein were named as Respondents solely in a representative capacity.

9. In response to the lawsuit, Eliot and Candice Bernstein filed a Counter-Complaint, not merely in their representative capacity, and not merely related to the Grandchildren Trusts. Rather, ***the Bernsteins purport to bring the Counter-Complaint: (i) "Individually, PRO SE;" (ii) "as the Natural Guardians of [the beneficiaries of the Grandchildren Trusts];" (iii) "as Guardians of the members of Bernstein Family Realty, LLC;" and (iii) "as beneficiaries of [sixteen (16) Trusts, two (2) Estates, and multiple] Corporate Entities set up by Simon and Shirley Bernstein."*** *See Counter-Complaint, first unnumbered paragraph.*

---

[4] "Oppenheimer Trust Company" was merged into "Oppenheimer Trust Company of Delaware" effective December 20, 2103. *See Exhibit "E."* Oppenheimer requests that the Court take judicial notice of the information contained in Exhibit "E" pursuant to §§ 90.202(5), 90.202(12) and/or 90.202(13), Florida Statutes.

10. The style of the Counter-Complaint alone is seven (7) pages long, single-spaced. In addition to "counter-suing" Oppenheimer and all of its

> current and former divisions, affiliates, subsidiaries, stockholders, parents, predecessors, successors, assignors, assigns, partners, members, officers, directors, trustees, employees, agents, administrators, representatives, attorneys, insurers and fiduciaries,

the Bernsteins purport to sue seventy-six (76) additional counterclaim-defendants (not including "John Doe's 1-5000"), and all of their

> current and former divisions, affiliates, subsidiaries, stockholders, parents, predecessors, successors, assignors, assigns, partners, members, officers, directors, trustees, employees, agents, administrators, representatives, attorneys, insurers and fiduciaries.

The Counter-Complaint purports to seek relief against parties having nothing to do with Oppenheimer or the Grandchildren Trusts, including a wide variety of law firms, accountants and banks. According to Eliot Bernstein, the counterclaim "is related to [nine other lawsuits pending] worldwide involving Eliot Bernstein where there are claims of conspiracy…" against lawyers, state Bar associations, judges, etc. *See Counter-Complaint, ¶ 238.*

11. Oppenheimer requests that the Court take particular note of the following allegations and characteristics of the Counter-Complaint:

a. Despite the fact that they were sued only in their capacity as their children's parents, the Bernsteins purport to bring the Counter-Complaint: (i) "Individually, PRO SE;" (ii) "as the Natural Guardians of [the beneficiaries of the Grandchildren Trusts];" (iii) "as Guardians of the members of Bernstein Family Realty, LLC;" and (iii) "as beneficiaries of [sixteen (16) Trusts, two (2) Estates, and multiple] Corporate Entities set up by Simon and Shirley Bernstein." *See Counter-Complaint, first unnumbered paragraph.*

b. The counterclaim-defendants are described in paragraphs 3 through 106 of the Counter-Complaint (104 paragraphs). The "Background" does not begin until paragraph 108 on page 26. Most of the defendants, including other banks and insurance companies, are not alleged to have any connection whatsoever to Oppenheimer or the Grandchildren Trusts.

c. Virtually all of the claims raised in the Counter-Complaint have already been raised (and/or adjudicated) elsewhere. For instance:

   i. Eliot Bernstein alleges "that many of these frauds have already been brought before the Court in the Petitions and Motions filed by Eliot in the Estate cases before this Court, which remain unheard since May of 2013, which ties all of these defendants together as part of the larger conspiracy in a variety of criminal acts, civil torts, again most of these illegal legal crimes were committed by officers of this Court under the tutelage of your Honor." *See Counter-Complaint, ¶ 228.*

   ii. Eliot Bernstein "incorporates by reference all ongoing cases before this Court related to the Simon and Shirley Bernstein Estates and Trust, including but not limited to, pleadings, rulings, evidence, etc. that are currently before Honorable Judge Colin in the related cases are already before this Court for almost two years." That incorporation specifically includes the "many criminal acts and civil torts of each of the counter defendants, including those proven, admitted and alleged crimes committed by some of the "Fiduciaries and Attorneys at Law acting as Officers of this Court before the Honorable Judge Martin Colin and Honorable David French, in the Estates and Trusts of Simon and Shirley Bernstein…" *See Counter-Complaint, ¶ 108.*

   iii. In the Counter-Complaint, Eliot Bernstein is suing Theodore Stuart Bernstein ("Ted Bernstein") in 12 different capacities, including as a fiduciary of other trusts and estates pending before this Court under different case numbers. *See Counter-Complaint, ¶¶ 15-19.*

   iv. In the Counter-Complaint, Eliot Bernstein is suing attorneys representing parties in other cases pending before this Court (in over 30 different capacities). *See Counter-Complaint, ¶¶ 20-25, 28-36.*

   v. In the Counter-Complaint, Eliot Bernstein is suing a life insurance company based upon a "dispute already in an Illinois Federal Court." *See Counter-Complaint, ¶ 98.*

d. Despite a federal district court injunction prohibiting Eliot Bernstein from filing certain claims in any court without its permission, Mr. Bernstein has expressly incorporated the allegations of that lawsuit, and joined several of the same defendants, in this one. *See Counter-Complaint, ¶¶ 61-64, 217, 223.*

e. In Count XII of his Counter-Complaint, Eliot Bernstein is suing for Oppenheimer's removal, yet he is opposing Oppenheimer's resignation.

B. The Counter-Complaint Should Be Stricken Because The Bernsteins Have No Standing To Assert Counterclaims In A Different Capacity Than That In Which They Were Sued

"***As a general rule, there must be mutuality between the parties to a counterclaim; that is, an asserted counterclaim must exist in favor of the counterclaimant in the same right, or capacity, in which he or she is sued***." *40 Fla. Jur. 2d Pleadings § 91 (rev. 2014) (emphasis supplied), citing Skaf's Jewelers, Inc. v. Antwerp Import Corp., 150 So. 2d 260 (Fla. 2nd DCA 1963); see also Proodian v. Plymouth Citrus Growers Ass'n, 6 So.2d 531 (Fla. 1942); Juega v. Davidson*, 105 So. 3d 575 (Fla. 3rd DCA 2012); *Nationwide Terminals, Inc. v. MC Construction Group, Inc., 964 So. 2d 705 (Fla. 3rd DCA 2007); Hall v. McDonough, 216 So. 2d 84 (Fla. 2nd DCA 1968).* ***"When a minor is represented by a parent as "next friend," the "next friend" is not a party to the action; the real party in interest is the minor."*** *Watson By and Through Watson v. State Farm Mut. Auto. Ins. Co., 639 So. 2d 687 (Fla. 2nd DCA 1994) (emphasis supplied), citing Fla. R. Civ. P. 1.210(b); Youngblood v. Taylor, 89 So. 2d 503 (Fla. 1956); Brown v. Caldwell, 389 So. 2d 287 (Fla. 1st DCA 1980).* In this case, the Bernsteins are not parties to this action with standing to file counterclaims in their own right (or in other capacities). Because the Counter-Complaint is brought by non-parties (the Bernsteins in other capacities), it must be stricken.[5]

[5] In the matter of *Stone v. Harris, 721 So. 2d 1264 (Fla. 5th DCA 1998)*, a defendant who was sued in her individual capacity asserted a counterclaim in her capacity as the personal representative of an estate that was not a party to the action. The trial court granted the plaintiff's motion to dismiss the counterclaim for lack of standing. Although the appellate court determined that it had no jurisdiction over the appeal (because it was a non-final order), it described "the issue raised on appeal [as] the ability of a *third party* to join in an action without seeking the court's permission to intervene." *Id.* (emphasis supplied). Implicit in the language used by the court is the continued recognition that a person sued in a representative capacity is not a party individually or in any other capacity.

C. The Counter-Complaint Should Be Stricken Or Abated Because It Is Duplicative Of Claims Pending Or Adjudicated In Other Forums

As set forth above, the claims raised in the Counter-Complaint with regard to instruments other than the Grandchildren Trusts are identical to, or inextricably interwined with, claims Eliot Bernstein has asserted in other forums. Indeed, he affirmatively asserts that the Counter-Complaint "is related to [nine other lawsuits pending] worldwide involving Eliot Bernstein where there are claims of conspiracy. Mr. Bernstein has expressly incorporated all "pleadings, rulings, evidence, etc." from all of these other lawsuits "and others related" into the Counterclaim. *See Counter-Complaint, ¶ 108, 238.* The filing of this duplicative Counter-Complaint violates the Rule of Priority and principles of comity and offends traditional notions of judicial economy. For this reason too, the Counter-Complaint should be dismissed or abated.[6]

D. The Counter-Complaint Should Be Stricken Because, On Its Face, It Appears To Violate A Federal Court Injunction

On August 29, 2013, the United States District Court for the Southern District Of New York found that Eliot Bernstein had engaged in serial court filings that were "frivolous, vexatious, overly voluminous, and an egregious abuse of judicial resources," and entered an injunction against him, as follows:

> Eliot I. Bernstein is hereby enjoined from filing any action in any court related to the subject matter of this action without first obtaining leave of this Court. In moving for such leave, Bernstein

[6] Generally, a court which first exercises its jurisdiction over a particular matter (such as this Court has done in other cases before it, and other courts throughout the country have done in other cases filed by Eliot Bernstein), acquires exclusive jurisdiction to proceed with regard to that matter. *Bedingfield v. Bedingfield, 417 So. 2d 1047, 1050 (Fla. 4th DCA 1982) (citing 20 Am.Jur.2d Courts § 128 (1965), receded from on other grounds; Thomas v. Thomas, 724 So.2d 1246 (Fla. 4th DCA 1999); see also Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Ainsworth, 630 So.2d 1145, 1147 (Fla. 2d DCA 1993); Sauder v. Rayman, 800 So.2d 355, 358 (Fla. 4th DCA 2001); REWJB Gas Investments v. Land O' Sun Realty, Ltd., 643 So. 2d 1107 (Fla. 4th DCA 1994)* (noting that, "[u]nlike a stay, which is discretionary, a party may be entitled as a matter of law to abatement of a second lawsuit, because of the pendency of another action, and thereby entitled to a dismissal of the second lawsuit.").

> must certify that the claim or claims he wishes to present are new claims never before raised and/or disposed of by any court. Bernstein must also certify that claim or claims are not frivolous or asserted in bad faith. Additionally, the motion for leave to file must be captioned "Application Pursuant to Court Order Seeking Leave to File." Failure to comply strictly with the terms of this injunction shall be sufficient grounds for denying leave to file and any other remedy or sanction deemed appropriate by this Court.

A true copy of the injunction is attached hereto as Exhibit "G." Oppenheimer requests that the Court take judicial notice of the injunction pursuant to §§ 90.202(2), (5) and/or (13), Florida Statutes.

Despite the injunction prohibiting him "from filing any action in any court related to the subject matter of [the federal court] action without first obtaining leave of [the federal court]," Eliot Bernstein boldly filed this Counter-Complaint, expressly alleging that it "is related to" the federal court action. *See Counter-Complaint, ¶ 238(i); see also ¶¶ 61-64, 211, 216-217, 220-223.*[7] The Counter-Complaint should be stricken pending Eliot Bernstein's strict compliance with the terms of the injunction.

E. The Counter-Complaint Should Be Stricken Because It Is An Unmanageable Document That Violates the Rules of Pleading

The Bernsteins have filed a pleading that is long and convoluted, and at the same time, fails to allege any specific facts that would make Oppenheimer liable for the acts or omissions of other defendants. The rules require a short and plain statement of the facts giving rise to a

[7] Mr. Bernstein accuses the defendants in the federal court action (and this one) of "murdering" Simon Bernstein. Specifically, in paragraph 211, he alleges that Simon was murdered by "those involved in the criminal conspiracy to steal intellectual properties worth billions upon billions of dollars, a conspiracy that has already been filed in a RICO and ANTITRUST lawsuit, already embodied herein whereby there are allegations that attorneys at law and others put a bomb in the minivan of Eliot to murder he and his family, have made repeated and reported death threats to Eliot and more" (upon information and belief, this is a direct reference to the federal court action). In paragraph 210, he alleges that Simon Bernstein was murdered by the parties to this action -- "those involved in the criminal conspiracy that is taking place to illegally seize dominion and control of the Estates and Trusts of Shirley and Simon and loot their assets to the tune of between $20 and $100 million dollars and deprive Eliot and his family of these inheritances." Note that Oppenheimer was not even appointed by this Court until after Simon's death. This scandalous allegation against Oppenheimer should be stricken.

claim and specific allegations regarding fraud and conspiracy. Although the Bernsteins request leniency in pleading because they are *pro se*, they ask for too much here.

Oppenheimer is the trustee of three small, stand-alone trusts in which the Bernsteins have no interest. The Bernsteins have not alleged any relationship between either Oppenheimer or the Grandchildren Trusts and the scores of defendants being sued by Eliot Bernstein in other cases across the country. Yet, the Bernsteins wish to throw Oppenheimer into the mix with these other defendants, and incorporate all of the "pleadings, rulings, evidence, etc." from all of these other lawsuits "and others related" into the Counter-Complaint against Oppenheimer. The unfairness and impracticality of that procedure is patent.

If ***the beneficiaries of the Grandchildren Trusts*** (the Minor Beneficiaries) believe that Oppenheimer did something wrong in connection with the administration of the Grandchildren Trusts, they can raise their objections, through an appropriate representative, in connection with Oppenheimer's Petition to Approve its Final Accounting (or in a counterclaim specifically related to the Grandchildren Trusts). The Counter-Complaint, in its present, unmanageable form, should be stricken.

F. At a Minimum, The Counter-Complaint Should Be Severed From The Main Claim and Stayed Pending Resolution of the Main Claims and "Related" Claims

If the Court declines to strike or abate the Counter-Complaint, it should be severed from the main claim, and stayed, in the interest of judicial economy and to preserve the scarce assets of the Grandchildren Trusts. Any alleged wrongdoing of Oppenheimer will necessarily be adjudicated either (i) in connection with Oppenheimer's *Petition to Approve Final Accounting* (in which objections to Oppenheimer's administration will be heard), or (ii) in connection with the broad conspiracy claims filed by Eliot Bernstein elsewhere. The Counter-Complaint should be severed and stayed pending the resolution of those claims. *See Fla. R. Civ. P. 1.270(b), 5*

Fla. Prac., Civil Practice § 15:8 (2014); Microclimate Sales Co., Inc. v. Doherty, 731 So. 2d 856, 858 (Fla. 5th DCA 1999); O'Keefe b. O'Keefe, 522 So. 2d 460, 461 (Fla. 3rd DCA 1988).

III. CONCLUSION

The Counter-Complaint was impermissibly filed by non-parties to the original action. It is duplicative of several other lawsuits which are pending (or have already been adjudicated) around the country. It appears to violate a federal court "vexatious litigant" injunction. It is a rambling, unmanageable document which fails to allege any connection between Oppenheimer and the vast majority of facts alleged or defendants named. For all of the foregoing reasons, the Counter-Complaint should be stricken or abated, or at a minimum, severed and stayed. [8]

Respectfully submitted,

GRAYROBINSON, P.A.
Attorneys for Petitioner
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: */s/ Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 19th day of September 2014.

/s/ Steven A. Lessne

[8] If this Motion is denied, Oppenheimer reserves the right to seek dismissal of the Counter-Complaint for failure to state causes of action and other grounds. Oppenheimer should not be required to substantively address the Counter-Complaint in that manner unless and until the Court finds that the Bernsteins have standing to file the Counter-Complaint in their own right, and that the pleading passes basic muster.

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

2010 JUL -8 AM 9:43
SHARON R. BOOK
PALM BEACH COUNTY
SOUTH CITY BRANCH

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003123XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 6 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOOK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

EXHIBIT B

2010 JUL -8 AM 9:43
SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003125XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

EXHIBIT C

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION:
FILE NUMBER: 502010CP003128XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

EXHIBIT D

AFFIDAVIT OF HUNT WORTH IN SUPPORT OF OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION FOR SUMMARY JUDGMENT AS TO COUNT I OF ITS PETITION

STATE OF Delaware :
:
COUNTY OF New Castle :

BEFORE ME, the undersigned authority, personally appeared Hunt Worth, who, after being duly sworn by me under oath, deposes and says:

1. I am the President of Oppenheimer Trust Company of Delaware, formerly known as Oppenheimer Trust Company.

2. I am over the age of eighteen (18). All statements contained herein are based upon my personal knowledge.

3. The three documents attached hereto, entitled "Acceptance by Successor Trustee," are true copies of the documents I executed on July 30, 2010 pursuant to the *Final Orders on Petition to Appoint Successor Trustee* entered on July 8, 2010 by the Palm Beach County Circuit Court in Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB.

FURTHER AFFIANT SAYETH NAUGHT.

Hunt Worth

Hunt Worth

The foregoing instrument was acknowledged before me this 21 day of August, 2014, by Hunt Worth, who is [X] personally known to me, or [ ] who produced _____ as identification.

Sharon Luna

NOTARY PUBLIC, STATE OF DELAWARE

My Commission Expires: 11-25-15

SHARON OPIE LUNA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 25, 2015

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

OPPENHEIMER TRUST COMPANY

By: _____

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by HUNT WORTH as S.V.P. of OPPENHEIMER TRUST COMPANY.

_____
Signature - Notary Public

_____
Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 10, 2013

N:\WPDATA\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance a Trustee William J. Dwyer

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003125XXXXSB, does hereby accept its appointment as Successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30 day of JULY, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By:

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by HUNT WORTH as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known

☐ Produced Identification/Type of Identification Produced

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 10, 2013

N:\WPDATA\dnf\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointment\Acceptance.wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003123XXXXSB, does hereby accept its appointment as Successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By:

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30th day of July, 2010, by HUNT WORTH as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known

☐ Produced Identification/Type of Identification Produced

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 19, 2013

N:\WPDATA\drl\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointment\Acceptance as Trustee for DANIEL.wpd

EXHIBIT E

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"OPPENHEIMER TRUST COMPANY", A NEW JERSEY CORPORATION,

WITH AND INTO "OPPENHEIMER TRUST COMPANY OF DELAWARE" UNDER THE NAME OF "OPPENHEIMER TRUST COMPANY OF DELAWARE", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF DECEMBER, A.D. 2013, AT 3:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTIETH DAY OF DECEMBER, A.D. 2013, AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Jeffrey W. Bullock, Secretary of State

5410598 8100M

131452674

AUTHENTICATION: 1006546

DATE: 12-23-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:07 PM 12/19/2013
FILED 03:02 PM 12/19/2013
SRV 131452674 - 5410598 FILE

CERTIFICATE OF MERGER

MERGING

OPPENHEIMER TRUST COMPANY

INTO

OPPENHEIMER TRUST COMPANY OF DELAWARE

(pursuant to Section 751 of Title 5 and
Section 252 of Title 8 of the Delaware Code)

The undersigned, a Delaware limited purpose trust company formed as a Delaware corporation, does hereby CERTIFY that:

FIRST: The constituent entities in the merger are:

1. Oppenheimer Trust Company, a New Jersey limited purpose trust company organized as a New Jersey banking corporation

2. Oppenheimer Trust Company of Delaware, a Delaware limited purpose trust company organized as a Delaware corporation

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 252 of the Delaware General Corporation Law and the applicable requirement of New Jersey law.

THIRD: Oppenheimer Trust Company of Delaware shall be the surviving entity.

FOURTH: Upon the completion of the merger, the Articles of Association of Oppenheimer Trust Company of Delaware shall constitute the Articles of Association of the surviving entity.

FIFTH: This Certificate of Merger shall be effective at 11:59 p.m. (Eastern Time) on December 20, 2013.

SIXTH: The executed Agreement and Plan of Merger is on file at an office of the surviving entity, the address of which is 405 Silverside Road, 2nd Floor, Wilmington, Delaware, 19809.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder of, or any other person holding an interest in, any of the constituent entities in the merger.

EIGHTH: The authorized capital stock of Oppenheimer Trust Company is 1,000,000 shares of common stock with a par value of $2.00 per share.

IN WITNESS WHEREOF, Oppenheimer Trust Company of Delaware has caused this Certificate of Merger to be executed by its duly authorized officer as of October 9, 2013.

OPPENHEIMER TRUST COMPANY OF DELAWARE

By: _____
Name: THEKON H. WORTH
Title: PRESIDENT

7341234.2

The foregoing Certificate of Merger merging Oppenheimer Trust Company with and into Oppenheimer Trust Company of Delaware is hereby approved.

Robert A. Glen
Delaware State Bank Commissioner

EXHIBIT F

GRAY | ROBINSON
ATTORNEYS AT LAW

433 PLAZA REAL, SUITE 339
BOCA RATON, FLORIDA 33432
TEL 561-368-3808
FAX 561-368-4008

BOCA RATON
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

561-886-4122
STEVEN.LESSNE@GRAY-ROBINSON.COM

April 22, 2014

VIA E-MAIL, FEDERAL EXPRESS AND CERTIFIED MAIL

Eliot and Candice Bernstein
as the natural guardians of Joshua, Jacob and Daniel Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434-3459

Re: Resignation as Trustee of Trusts for the benefit of Joshua, Jacob and Daniel Bernstein; Offer to Resign as Manager of Bernstein Family Realty, LLC

Dear Mr. and Mrs. Bernstein:

I represent, and am writing to you on behalf of, Oppenheimer Trust Company of Delaware ("Oppenheimer"), in its capacity as Trustee of the three trusts created by Simon Bernstein for the benefit of your minor children, Joshua, Jacob and Daniel Bernstein (the "Trusts"). This letter is directed to you, as the parents and natural guardians of Joshua, Jacob and Daniel Bernstein (the "Beneficiaries"), and will constitute due notice to the Beneficiaries under the Trusts and Florida law.

Oppenheimer hereby notifies you that it will resign as Trustee of the Trusts effective May 26, 2014 (the "Effective Date"). You, as the natural guardians of the Beneficiaries, have the right and obligation to appoint a successor corporate trustee. If you do not provide Oppenheimer, through me, with a written document evidencing that a successor corporate trustee has been appointed and has accepted the appointment before the Effective Date, Oppenheimer will petition the Court to either appoint a successor trustee or terminate the Trusts and distribute their assets to you, as natural guardians of the Beneficiaries.

For your information, the Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

Finally, Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

Please let me know of your intentions with regard to the appointment of a successor trustee before the Effective Date.

I am also writing to you on behalf of Oppenheimer, in its capacity as the Manager of Bernstein Family Realty, LLC (the "Company"). As you know, the Trusts are the sole owners and members of the Company, and the Company owns the house occupied by you and the Beneficiaries. Oppenheimer understands that the house is encumbered by two mortgages which probably exceed the value of the house. A third party, William Stansbury, claims that he is entitled to an equitable lien on the house, and he has sued the Company to establish such a lien. At Oppenheimer's direction, the Company is defending the lawsuit in order to avoid the claimed third lien on the house.

You have expressed unhappiness with Oppenheimer's management of the Company. In light of Oppenheimer's decision to resign as Trustee, Oppenheimer would like to offer you the opportunity to assume management of the Company, or appoint another successor manager, so that you or your chosen manager can defend the Stansbury lawsuit, operate the Company and deal with third parties on behalf of the Company as you deem to be in the best interest of the Company's members and, ultimately, your children. If you would like Oppenheimer to resign as Manager, please notify me in writing, before the Effective Date, of your selection of an appropriate successor manager and the successor's agreement to serve. Upon receipt of your selection, Oppenheimer will resign as Manager and, on behalf of the member Trusts, appoint your chosen successor.

Please note that, if you do not request Oppenheimer's earlier resignation and designate a successor manager, it is Oppenheimer's intent to resign as Manager of the Company after a successor trustee is appointed or the Trusts are terminated. At that point, it will be up to the successor trustee or you, as natural guardians of the Beneficiaries, to appoint a new manager.

If you have any questions regarding the foregoing, please contact me or have your attorney do so.

Very truly yours,

Steven A. Lessne FOR

SAL/sl

cc: Oppenheimer Trust Company of Delaware *(via e-mail and U.S. Mail)*

EXHIBIT G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ELIOT IVAN BERNSTEIN and P. STEPHEN LAMONT,

Plaintiffs,

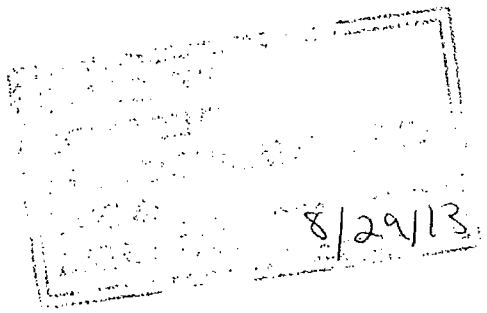
- against -

APPELLATE DIVISION, FIRST DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE, et al.,

Defendants.

ORDER

07 Civ. 11196 (SAS)



SHIRA A. SCHEINDLIN, U.S.D.J.:

I. BACKGROUND

Pro se plaintiff Eliot Bernstein filed this action in December 2007. On August 8, 2008, this Court dismissed all of his federal claims on the merits, with prejudice. Bernstein's request for leave to file a second amended complaint was denied. On January 27, 2010, the Second Circuit issued a Mandate dismissing Bernstein's appeal *sua sponte*, finding that it lacked an arguable basis in law or fact. Approximately two and one-half years later, on July 27, 2012, Bernstein filed his first motion to re-open this case, entitled "Emergency Motion to Reopen Case." This motion, which was opposed by the Proskauer Defendants,[1] was denied in an

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[1] The "Proskauer Defendants" include Proskauer Rose LLP, Kenneth Rubinstein, Christopher C. Wheeler, Stephen C. Krane (deceased) and the Estate of

Order dated August 14, 2012 (the "August 14th Order").[2] In the August 14th Order, I found plaintiff's Emergency Motion to be "frivolous, vexatious, overly voluminous, and an egregious abuse of judicial resources." I cautioned plaintiff that any additional frivolous filings could subject him to monetary and/or injunctive sanctions under Federal Rule of Civil Procedure 11 ("Rule 11").

Failing to heed this Court's warning, Bernstein filed a second motion to re-open this case[3] on February 28, 2013. In addition to opposing the motion, the Proskauer Defendants filed a Rule 11 motion for sanctions on May 7, 2013, which was previously served on Bernstein on April 5, 2013. Bernstein filed two additional motions on May 15, 2013: Notice of Motion to Re-Open Based on Fraud on the Court and More[4] and Notice of Emergency Motion for Clarification of Order[5], which sought reconsideration of the August 14th Order denying Bernstein's first motion to re-open. On May 15, 2013, this Court denied Bernstein's second and third motions to re-open as well as his motion for

---

Stephen R. Kaye.

2 *See* Docket Entry # 141.

3 *See* Docket Entry # 142.

4 *See* Docket Entry # 149.

5 *See* Docket Entry # 150.

reconsideration,[6] stating as follows:

> Even if an alleged conflict on the part of the [New York State Attorney General's Office] were established, this would not overcome the fact that plaintiff's claims were barred on numerous jurisdictional and legal grounds. For example, the allegations against the State Defendants were based on their alleged failure to handle attorney grievances. But in dismissing these claims, this Court held that "there is no clearly established right to have complaints investigated or pursued," nor is there any "cognizable interest in attorney disciplinary proceedings or in having certain claims investigated." Furthermore, plaintiff had no standing to challenge the state court system's actions regarding attorney discipline. In addition, plaintiff's claims were barred by absolute judicial, quasi-judicial and qualified immunity as well as numerous other defenses.[7] Because plaintiff has not, and cannot, remedy the fundamental defects in the Amended Complaint, re-opening this action would be futile. Plaintiff's application to reopen and his request to alter or amend judgment must therefore by denied.

5/15/13 Order at 5-6 (footnotes omitted).

The Proskauer Defendants now seek monetary and injunctive sanctions against Bernstein for his vexatious and frivolous conduct. Specifically, they seek monetary sanctions in an amount not less than $3,500 and the following injunctive relief:

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[6] *See* Docket Entry # 151.

[7] *See id.*

> Eliot I. Bernstein is hereby enjoined from filing any action in any court related to the subject matter of this action without first obtaining leave of this Court. In moving for such leave, Bernstein must certify that the claim or claims he wishes to present are new claims never before raised and/or disposed of by any court. Bernstein must also certify that claim or claims are not frivolous or asserted in bad faith. Additionally, the motion for leave to file must be captioned "Application Pursuant to Court Order Seeking Leave to File." Failure to comply strictly with the terms of this injunction shall be sufficient grounds for denying leave to file and any other remedy or sanction deemed appropriate by this Court.

Proposed Order (Docket Entry # 146-2).

II. LEGAL STANDARDS

A. Rule 11 in General

The purpose of Rule 11 is "'the deterrence of baseless filings and the curbing of abuses.'"[8] Filings that have a complete lack of a factual and legal basis have been found "'to harass, cause unnecessary delay, or needlessly increase the cost of litigation[.]'"[9] In appropriate cases, pro se litigants are subject to Rule 11

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[8] *On Time Aviation, Inc. v. Bombardier Capital, Inc.*, 354 Fed. App'x 448, 452 (2d Cir. 2009) (quoting *Caisse Nationale de Credit Agricole-CNCA, N.Y. Branch v. Valcorp, Inc.*, 28 F.3d 259, 266 (2d Cir. 1994)).

[9] *Lawrence v. Richman Group of CT LLC*, 620 F.3d 153, 156 (2d Cir. 2010) (quoting Rule 11(b)).

sanctions.[10] Pro se litigants who show contempt for the judicial system, harass defendants, and/or cause courts and litigants to waste resources may be sanctioned under Rule 11.

B. Injunctive Relief

It is "beyond peradventure" that "[a] district court possesse[s] the authority to enjoin [a litigant] from further vexatious litigation."[11] In determining whether a litigants's future access to the courts should be restricted, courts should consider the following factors:

> (1) the litigant's history of litigation and in particular whether it entailed vexatious, harassing or duplicative lawsuits; (2) the litigant's motive in pursuing the litigation, e.g., does the litigant have a good faith expectation of prevailing?; (3) whether the litigant is represented by counsel; (4) whether the litigant has caused needless expense to other parties or has posed an unnecessary burden on the courts and their personnel; and (5) whether other sanctions would be adequate to protect the courts and

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[10] *See Maduakolam v. Columbia Univ.*, 866 F.2d 53, 56 (2d Cir. 1989) (stating that "Rule 11 applies both to represented and pro se litigants"). *See also Malley v. New York City Bd. of Educ.*, 207 F. Supp. 2d 256, 259 (S.D.N.Y. 2002) ("The fact that a litigant appears pro se does not shield him from Rule 11 sanctions because one acting pro se has no license to harass others, clog the judicial machinery with meritless litigation, and abuse already overloaded court dockets.") (quotation marks and citations omitted).

[11] *Safir v. U.S. Lines Inc.*, 792 F.2d 19, 23 (2d Cir. 1986). *Accord Lipin v. National Union Fire Ins. Co. of Pittsburgh, PA.*, 202 F. Supp. 2d 126, 142 (S.D.N.Y. 2002) ("A district court has the authority to enjoin a plaintiff who engages in a pattern of vexatious litigation from continuing to do so.").

> other parties. Ultimately, the question the court must answer is whether a litigant who has a history of vexatious litigation is likely to continue to abuse the judicial process and harass other parties.[12]

III. DISCUSSION

Bernstein had no factual or legal basis for his second motion to re-open or any subsequent motion he filed. Nonetheless, Bernstein must have believed his motion had merit, as evidenced by his twenty-two page Plaintiff's Opposition to Proskauer Defendant's [sic] Motion for Sanctions ("Opposition"). But there is no subjective, bad faith requirement in Rule 11. "The mental state applicable to liability for Rule 11 sanctions initiated by motion is objective unreasonableness . . . . ."[13] Moreover, as the following excerpt from his Opposition makes clear, Bernstein has no plans to ever end this litigation.

> Bernstein is notifying Proskauer and this Court that he will have a lifelong and generational long litigious history in pursuing his patent royalties, as litigation is the key to prosecuting patents over their useful life and will also have a litigious ongoing history in pursing the crimes and criminals who are attempting to steal them, despite whether they are cleverly disguised as Attorneys at Law, Judges, Prosecutors, etc. and despite the ridiculous Orders trying to prevent him from his due process rights and rights to his

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12 *Safir*, 792 F.2d at 24.

13 *In re Pennie & Edmonds LLP*, 323 F.3d 86, 90 (2d Cir. 2003).

properties.[14]

Given these statements, this Court has no choice but to impose significant monetary and injunctive sanctions in an attempt to end this lengthy litigation.

IV. CONCLUSION

For the foregoing reasons, a monetary sanction in the amount of $3,500 is hereby imposed on Bernstein as is the injunctive sanction described above. The money is to be paid to the Clerk of the Court, Southern District of New York, forthwith. If Bernstein ignores the monetary sanction, defendants may obtain an enforceable judgment in the amount of $3,500. If Bernstein continues to file motions in this case, he may be subject to additional monetary sanctions. The Clerk of the Court is directed to close the motion for sanctions (Docket Entry # 145).

SO ORDERED:

Shira A. Scheindlin
U.S.D.J.

Dated: New York, New York
August 29, 2013

[14] Opposition at 13.

- Appearances -

Plaintiff (Pro Se):

Eliot I. Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
(561) 245-8588

For the Proskauer Defendants:

Gregg M. Mashberg, Esq.
Proskauer Rose LLP
11 Times Square
New York, NY 10036
(212) 969-3450

For the State Defendants:

Monica A. Connell
Assistant Attorney General
120 Broadway - 24th Floor
New York, NY 10271
(212) 416-8965

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

MOTION TO APPOINT GUARDIAN *AD LITEM* FOR MINOR BENEFICIARIES

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("OTCD"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein, moves to appoint a guardian *ad litem* to represent the minors in this action. In support hereof, OTCD states: [1]

1. The Petition filed in this action concerns three small trusts (the "Grandchildren Trusts") with minor beneficiaries – Joshua, Jake and Daniel Bernstein (the "Minors"). The Minors are the only beneficiaries of the Grandchildren Trusts.

[1] OTCD filed this action solely in its capacity as the Resigned Trustee and does not, by the filing of this Motion or otherwise, voluntarily appear in this action or subject itself to the jurisdiction of this Court in any other capacity.

2. The Court must appoint a guardian *ad litem* for the Minors because the Minor's natural guardians, Eliot and Candice Bernstein (the "Bernsteins"), have interests which are adverse to the Minors, and because Eliot Bernstein is a serial, vexatious litigant who has repeatedly shown contempt for the judicial system, its processes and its officers, and is therefore unfit to serve as the "litigation representative" of another.

MEMORANDUM OF LAW

I. THE NATURAL GUARDIANS HAVE CONFLICTING INTERESTS WITH THE MINORS

Courts are inclined to appoint a parent as a child's litigation representative ***unless "it appears that the minor's general representative has interests which may conflict with those of the person he is supposed to represent."*** *1 Leg. Rts. Child. (Legal Rights of Children) Rev. 2d § 12:3 (2d ed. 2013), citing Mistretta v. Mistretta, 566 So. 2d 836, 837 (Fla. 5th DCA 1990) (other internal citations omitted).* In this case, Eliot Bernstein has confirmed, by the allegations of his Counter-Complaint that he has interests which conflict (or certainly which may conflict) with those of the Minors.[2] For instance, in the Counter-Complaint:

- Mr. Bernstein alleges that ***beneficiary designations were changed from him to his children based upon fraudulent documents and frauds on this Court***. *See Counter-Complaint, ¶ 253.*
- Mr. Bernstein alleges that "approximately 1/3 of all assets [are] ***either going to Eliot or his children or a combination of both depending on how this Court rules regarding the validity of the Wills and Trusts that have been challenged*** and already found fraught with fraud, fraudulent notarizations, improper notarizations, forgeries and more." *See Counter-Complaint, ¶ 186.*
- Even though the Minors are clearly listed as the sole beneficiaries of the Grandchildren Trusts, Eliot Bernstein alleges that he himself is a beneficiary. Specifically, he alleges that "Simon and Shirley [Bernstein] set up [the Grandchildren Trusts and Bernstein Family Realty, LLC] while living, in order

[2] Oppenheimer has summarized the background of this case and the contents of the Counter-Complaint in a simultaneously-filed *Motion to Strike Counterclaim*. Oppenheimer incorporates the contents of that Motion into this one, and requests that the Court consider both Motions together.

to fund all of their living expenses, due to the fact that Eliot has had a bomb put in his car, death threats and is in the middle of a very intense RICO and ANTITRUST lawsuit where he and his family have been in grave danger for many years fighting corruption inside the very framework of the legal system." ***He alleges that the Grandchildren Trusts were "set up by Simon and Shirley [Bernstein] for the benefit of Eliot, Candice and their children."*** *See Counter-Complaint, ¶¶ 109-110.*

- Sixteen of the trust agreements identified as counterclaim-defendants are described as having beneficiaries including but not limited to "Eliot and/or his children or both." *See Counter-Complaint, ¶¶ 44-50, 52-60, 65.*

- ***Mr. Bernstein states that his overarching goal is "to bring about a change in the legal system in efforts to root out systemic corruption at the highest levels by a rogue group of criminals disguised as attorneys at law, judges, politicians, and more."*** *See Counter-Complaint ¶ 212.* No reasonable inference can be drawn that the Minors have a similar interest or agenda, or that pursuing such a broad agenda is in the Minors' best interest.

It is reversible error for a court to fail to appoint a guardian *ad litem* in a proceeding to disburse the proceeds of a child's trust fund. *1 Leg. Rts. Child. Rev. 2d § 12:3 (2d ed. 2013), citing Sarron v. Sarron, 564 So. 2d 206 (Fla. 3rd DCA 1990).* Especially in this case, where the Bernsteins interests are shown to be (and certainly may be) adverse to the Minors' interests, and where the Court cannot reasonably conclude that the Minors' separate interests "will be fully protected" by the Bernsteins, ***the appointment of a guardian ad litem is mandatory***. *See Mistretta 566 So. 2d at 837-38* (denial of due process occurs when the interests of the child may be adverse to the interests of the parent); *Johns v. Dep't of Justice, 624 F.2d 522 (5th Cir.1980); Smith v. Langford, 255 So.2d 294 (Fla. 1st DCA 1971). Chapman v. Garcia, 463 So.2d 528 (Fla. 3d DCA 1985).*[3]

[3] Curiously, in their *Applications for Determination of Civil Indigent Status* filed in this matter, Mr. Bernstein does not claim his children as dependents; only his wife does. *See Composite Exhibit "A."* Insofar as Mr. Bernstein disclaims responsibility for his children, he should not be permitted to assert rights on their behalf.

II. THE BERNSTEINS ARE UNFIT TO SERVE AS LITIGATION REPRESENTATIVES

Eliot Bernstein is an adjudicated vexatious litigant who has exhibited outright contempt for our judicial system and its processes in courts and administrative tribunals throughout the country, including this one. Although courts have given him wide latitude to pursue his hyper-aggressive, harassing litigation *in his own name* (*pro se*), he should not be permitted (and certainly should not be appointed) to do so *on behalf of others*.

A. Eliot Bernstein's History of Vexatious Litigation

Eliot Bernstein is on a self-proclaimed mission to raze the judicial system and overthrow its "corrupt" lawyers, judges and officers. *See Counter-Complaint ¶ 212*. In connection with those efforts, he has become skilled at filing vexatious pleadings, wasting judicial resources, sullying hard-earned reputations, and publicly degrading the judicial system and its officers. The below are but a few examples of his prior litigation-related conduct that render him unfit to serve as his children's (or anyone's) litigation proxy.[4]

In 2003, Mr. Bernstein filed a Florida Bar Complaint against various lawyers associated with the law firm of Proskauer Rose, alleging, *inter alia*, that the law firm had stolen his inventions. *See Exhibit "B"* (a copy of the Bar Complaint posted on Mr. Bernstein's website). Dissatisfied with the grievance committee report, Mr. Bernstein unsuccessfully complained to the Florida Bar about conflicts of interest surrounding its investigation, and then filed a complaint against grievance committee members. *See Exhibit "C"* (a letter from the Florida Bar to Mr. Bernstein, annotated by Mr. Bernstein and posted on his website).

[4] Mr. Bernstein's broad litigation resume makes conducting a full investigation impractical and cost-prohibitive. Limiting a search to only federal cases and Palm Beach County cases (and the information posted on Mr. Bernstein's own website), it appears that Mr. Bernstein has been a party to at least 16 lawsuits and administrative proceedings since 2004.

In 2004, Mr. Bernstein filed a Petition with the Supreme Court of Florida against an expanded group of "conspirators," including the Proskauer lawyers, the Florida Bar and its grievance committee members. *See Eliot I. Bernstein, et. al. v. The Florida Bar, et al*, *Case No. SC04-1078*.[5] In a Motion filed in that action, Mr. Bernstein implicated the Boca Raton Police Department in the ever-growing conspiracy against him, requested the high court's protection from police authorities, and demanded an oversight role in the criminal investigation of his claims. *See Exhibit "D."* [6] According to Mr. Bernstein's website postings (see below) the Florida Supreme Court did not grant him satisfaction, and the United States Supreme Court declined to give him a further audience.

In 2008, Mr. Bernstein went national, filing a federal lawsuit against Proskauer Rose, the Florida Bar, the Virginia Bar, the State of New York, and hundreds of other defendants (including various lawyers, judges and lawmakers) for conspiring to steal his technology and deny him due process. *See Eliot I. Bernstein v. State of New York, et al*, 591 F. Supp. 2d 448, 453 (S.D. N.Y. 2008) (the "New York Action"). Bernstein sought over ONE TRILLION DOLLARS ($1,000,000,000.00) in damages and an injunction for the theft of his inventions, even though he surmised that, "the granting of this prayer for relief, effectively, halts the transmission of and viewing of video as we know it…"

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[5] Oppenheimer requests that the Court take judicial notice of the dockets of the legal proceedings cited in this Motion, and the pleadings and orders shown on the dockets, pursuant to §§ §§ 90.201(1) 90.202(2), (5), (6) and/or (13), Florida Statutes.

[6] According to Mr. Bernstein, when he reported the theft of $1,000,000 and intellectual property from his company, he was unsatisfied with the conduct of the ensuing investigation (including the lack of participation by the Chief of Police, the FBI and the SEC). He "suggested" to the police that there might be "bought off detectives" involved, and demanded an internal or third-party investigation. He then became fearful that his "suggestion" may result in retribution, and reported to the Supreme Court that his safety, and that of his family, was "questionable."

Throughout the litigation, Mr. Bernstein made inflammatory and defamatory public statements about the defendants, judges and others on his blog.[7] For example:

- "When you see what [the Honorable Jorge Labarga] did to Iviewit after the elections, it gives no cause for doubt about his character and adds fuel to the conspiracy theorists claims. Keep in mind that the Iviewit Technologies are not merely great inventions but also revolutionized the world, akin to the invention of electricity but in the digital world, estimated worth, over a TRILLION dollars. At first, it must have seemed to the pariah-like attorneys that there were only a few inventors to rip off. Convincing or more aptly ***bribing Labarga*** at that point in time, when so little evidence had yet to surface, to go along with the Coup, perhaps was cheap but to throw an election though might have cost a bundle. Perhaps get Labarga a leg up to the Florida Supreme Court, as the criminal organization rewards their criminal operatives with ever more lucrative government jobs to aid and abet."

- "The Florida Bar, hijacked from law by corruption, should convert to a drinking establishment. Attorneys regulating attorneys is like you surgically fixing your own hemorrhoids."

- "Proskauer Rose LLP or Porksour Rose, as you will learn that the law firm is treif, not Kosher, one of the main criminal conspirators and traitors to our nation, all roads to hell described herein relate to Proskauer… For 'Jewish' lawyers they are not only a disgrace to the integrity of law but to their race, with no belief in G-d, just greed. Joseph Proskauer, the firms founding partner, stood in the way of a ban on German war goods that could have pressured the Nazis to cease the killings in camps after the US learned of the exterminations, in the last months of the war. The last months, when Hitler ordered mass maniacal killings of everyone that he called inferior and Proskauer in part delayed the United States call to action, great Jew… These massive law firms caught red handed in an attempt to rob the Iviewit Inventors, the Iviewit companies and Shareholders, about to go public in the billions, estimated technologies worth trillions valued by leading engineers from Fortune 500 companies over the twenty-year life of the intellectual properties… Driven, as further described herein, once caught in the act, to attempt to blow up the key inventor, me, little ole inventor Eliot Ivan Bernstein and my family, by placing a bomb in our family minivan in an attempt to murder my wife and children, leaving no estate survivors."

- "The Supreme Court Jerk Off's could be bought or intimidated into action if necessary, many of them planted by the CFR and Skulls under Reagan, Carter, Bush I and Clinton, all CFR members, already aligned with the New World Order philosophy. These Skull fuckers had been plotting since WWII and

[7] http://www.iviewit.tv/CompanyDocs/Book/indexxrt.htm#_Toc265343583

Major General Butler spoiled planning for the overthrow of our government since the Business Plot to align with Hitler failed. Yet, it took only took a few generations of careful planning and planting in high level government posts and throughout Congress to have this Nazi Tyrannous and Treasonous Coup ready and in place to begin their maniacal scheme to rebuild the Reich and make America center stage for the Fourth Reich."

- "Owned & Operated by Proskauer Rose for the benefit of their criminal activities, spearheaded by Krane if he has not eaten himself to death, now that he is caught handling complaints against himself while holding official positions of influence at the departments investigating him, not much conflict there. Judge Judy, Chief Justice of NY is schtooping a Proskauer partner, married to him and Krane was her clerk, she is at the helm of ship of NY Court Fools blocking due process to Iviewit and the shareholders top down."

- "A Supreme Fuck You to you twelve Nazi's, for without your denial to allow complaints be to filed against public officers of state supreme courts in Florida and New York, someone had time to attempt to murder my family, so make that a FUCK YOU times 4, one for the wife and kids. Fuck You for your supreme failure to take heed that crimes have been committed on a massive scale against our country, including Treason and Fraud on The US Patent Office and you all closed your eyes, allowing the criminals almost to murder wife, my children and me. Yes, that was a bomb planted in my car with intent according to the fire investigator, Rick Lee."

- "A huge fu to all those corrupt lawyers, politicians, judges who are criminals cloaked as agents of the free world, who are merely criminals who know no other way to earn an honest day's work for the man, than to rob others, mostly due to spoiled rotten children syndrome found with most lawyers today. It is a shame when good ideas turn bad like when law used to be a noble undertaking. To those who continue to participate in such crime or the cover up of such crimes as described herein, "To those that attempt to poison and destroy my brother..." Ezekiel, your time is coming after finishing with the core group of nuts."

- "Final FU to all of the Following Defendants, mainly Dirty Rotten Lawyers, cloaked as Politicians, Judges, Prosecutors and Regulators but just Criminals Violating the Laws they are Duty Bound to Uphold…"

    - "Joseph Proskauer, the firms [sic] founding partner, stood in the way of a ban on German war goods that could have pressured the Nazis to cease the killings in camps after the US learned of the exterminations, in the last months of the war. The last months, when Hitler ordered mass maniacal killings of everyone that he called inferior and Proskauer in part delayed the United States call to action, great Jew."

- "Wheeler, or more aptly Wheezler, as his name historically now recorded, is worse than a Pedophile, as he will come into your life as your trusted legal advisor and while acting as such trusted advisor, offer candy and rape you of your rights legally. Very similar to how Pedophiles operate, using their adult status and trust with children in order to rape and molest the vulnerable. Oh, how the reader will come to see you Wheezler as the failure you are. How did it feel Chris, dragged through the Florida Supreme Court and the Supreme Court of the United States with your Felony DUI stamped to your head for the entire legal world to laugh at, as your scheme to steal the patents unfolding? Forever, historically, your name recorded as a disgraced loser, a loser who lost the Holy Grail, as you called the inventions. Objects of mine that I warned you upfront were a gift from a higher p0wer [sic] that it is now time to return. Either you can give it back, or give up and surrender, or I will extract the lifeblood from you and then torment your soul, slowly, painfully, lifting it from your flesh."

- "Rubenstein is soulless sole [sic] Patent Evaluator and creator of MPEGLA LLC., the criminal RICO organizations storefront for laundering stolen technologies, tied and bundled illegally, against Sherman, Clayton and more and acting as an Anticompetitive Monopolistic Patent Pool. Be wary, these criminals with legal degrees using law firms as front may promise the world to you and then fund your patents with deviously deviant plans to steal from you. If they are doing what they have tried to do with me, they are planning to steal your inventions and ruining or ending your life. Extracting your patents through a variety of racketeering means, if you raise questions or catch them, they will try to murder you or if your inventions are worth enough."

- "Judith Kaye, also conflicted up the butt with Krane, as Krane was Kaye's former whipping boy, serving her as a lapdog clerk. Krane, knowing the heat was on, attempted to influence peddle his extensive Ethics background like never before seen in Gotham to diffuse the complaints. Krane needed to block any New York Disciplinary Department actions or American Bar Association complaints filed nationally by Iviewit. Being one of the senior Ethics lawyer in New York, holding a multiplicity of titles, Krane would have to handle this in house, personally, to earn his Proskauer intellectual property partnership wings by blocking Iviewit complaints through conflict and violations of his public offices he held."

- "Foley & Lardner is a law firm that aided and abetted the crimes with Proskauer. Do not take any patent to Foley for they continued Joao's diabolical work once Joao caught patenting Iviewit's inventions for himself. Then Foley continued writing patents in the wrong inventors'

names. Foley brought in by Proskauer to cover up for Joao when Shareholders and Board Members asked for investigation when it was first rumored he was patenting patents in his own name faster than Edison."

- "Former CEO of Foley & Lardner, Former Chief Counsel of the Republican National Committee & Current Chair of the Bradley Foundation. It is May 09, 2007 and several important things have just surfaced. None other than Michael Grebe controlled Foley & Lardner, Porksour's partner in crime, at the time of the invention thefts, Grebe another Loser accorded a place in history with Wheezler before him. Grebe helped ruin America, through Tyrannous and Treasonous corruption under the disguise of law and justice. Mike also funds books claiming blacks are mentally inferior to whites through his Bradley Foundation and is working to a New World Disorder, like a plague upon the earth, a Hitler redo where everyone is a slave to him and his NeoCon NAZI freak ball friends who seem more like the Gestapo on steroids…These whack jobs under Grebe's rule claim blacks really are mentally inferior to whites, according to his Foundations study that paid an Uncle Tom Nigger to write for a 250,000 grant."

- "Gerry or Jerry as he claims when asked his name, a complete scumbag, as in a used condom, who brought Proskauer in to evaluate the technologies and was the first person in a position of trust to violate such trust, willingly. Lewin is a man so low as to befriend his friend and neighbor, my father, and steal from both his friend and his friend's son. Lower in that he recruited his own flesh and blood daughters into the Iviewit crimes to aid and abet him, how low can one go, well Lewin is the benchmark of scum."

Notwithstanding his scandalous allegations, and the incredible nature of the claims and relief that Bernstein was requesting in the New York Action (Mr. Bernstein alleged that the conspiracy against him contributed to the Enron bankruptcy and the presidency of George W. Bush), the Honorable Shira A. Scheindlin (U.S.D.J.) conducted a detailed review and analysis of Bernstein's complaint and, thereafter, dismissed each of Bernstein's claims, finding that they "failed to state a claim against any of the hundreds of defendants named in the action." *See Exhibit "E."* Undeterred by the Order, Bernstein continued to pursue the action on appeal, and in independent actions, for another five (5) years.

On July 27, 2012 (almost four years after the New York Action had been dismissed), Bernstein filed an "emergency" motion to reopen the case. *See Eliot I. Bernstein v. State of New York, et al, Case No. 1:07-cv-11196 (DE 138), Emergency Motion to Reopen Case (S.D. N.Y. July 27, 2012).* On August 14, 2012, that motion was denied, and ***the court found Bernstein's claims to be "frivolous, vexatious, overly voluminous, and an egregious abuse of judicial resources."*** *Eliot I. Bernstein v. State of New York, et al, Case No. 1:07-cv-11196 (DE 141), Order Denying Emergency Motion to Reopen Case (S.D. N.Y. August 14, 2012).* Bernstein was cautioned that any additional frivolous filings could subject him to sanctions under Federal Rule of Civil Procedure 11. *Id.*

Ignoring the court's admonition, on February 28, 2013, Mr. Bernstein filed a ***second motion*** to reopen the case. *Eliot I. Bernstein v. State of New York, et al, Case No. 1:07-cv-11196 (DE 142), Second Motion to Reopen Case (S.D. N.Y. February 28, 2013).* On May 13, 2013, Mr. Bernstein filed a ***third motion*** to reopen based upon a claim of fraud on the Court. *Eliot I. Bernstein v. State of New York, et al, Case No. 1:07-cv-11196 (DE 149), Motion to Reopen Case (S.D. N.Y. May 13, 2013).* On May 15, 2013, the Court denied Bernstein's second and third motions to reopen the case. *Eliot I. Bernstein v. State of New York, et al, Case No. 1:07-cv-11196 (DE 151), Order Denying Motions to Reopen Case (S.D. N.Y. May 15, 2013).*

On August 29, 2013, ***the Court sanctioned Mr. Bernstein for repeatedly filing frivolous papers***. *Eliot I. Bernstein v. State of New York, et al, Case No. 1:07-cv-11196 (DE 154), Order on Motion for Sanctions (S.D. N.Y. August 29, 2013).* See Exhibit "F." Specifically, the Court ordered that Mr. Bernstein pay $3,500.00 to Proskauer Rose in monetary sanctions, and enjoined Mr. Bernstein as follows:

> ***Eliot I. Bernstein is hereby enjoined from filing any action <u>in any court</u> related to the subject matter of this action without first obtaining leave of this Court. In moving for such leave, Bernstein must certify that the claim or claims he wishes to present are new claims never before raised and/or disposed of by any court. Bernstein must also certify that claim or claims are not frivolous or asserted in bad faith. Additionally, the motion for leave to file must be captioned 'Application Pursuant to Court Order Seeking Leave to File.' Failure to comply strictly with the terms of this injunction shall be sufficient grounds for denying leave to file and any other remedy or sanction deemed appropriate by this Court.***

Id. (emphasis added). Mr. Bernstein expressed his contempt for the court and the proscriptions of Rule 11 by stating the following in his Rule 11 opposition: "Bernstein is notifying Proskauer and this Court that ***he will have a lifelong and generational long litigious history*** in pursuing his patent royalties…" *Id.*

In 2013, in the matter of *Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Co., 1:13-CIV-03643 (N.D. Ill. May 16, 2013)* (the "Chicago Action"), Jackson National Life Insurance Company, as successor in interest to Heritage Union Life Insurance Company ("Jackson"), filed a third party complaint and counterclaim for interpleader, seeking a declaration of rights under a life insurance policy for which it was responsible to administer. *See Simon Bernstein Irrevocable Ins. Trust DTD 6/21/95 v. Heritage Union Life Ins. Co., Case No. 1:13-CIV-03643 (DE 17), Third Party Complaint by Heritage Union (N.D. Ill. June 26, 2013).* Bernstein was named as a defendant in the third party complaint because he, and his children, were potential beneficiaries of the policy at issue. *Id.* The sole relief sought was an order interpleading the death benefit funds into the court registry. *Id.*

In response to the innocuous Complaint, Mr. Bernstein filed a ninety-eight (98) page answer and third party complaint against several third party defendants related to the administration of Simon Bernstein's Florida estate. *Simon Bernstein Irrevocable Ins. Trust*

DTD 6/21/95 v. Heritage Union Life Ins. Co., Case No. 1:13-cv-03643 (DE 35), *Answer and Third Party Complaint (N.D. Ill. September 22, 2013).* He brought claims for: i) fraudulent conversion; ii) breach of fiduciary duty; iii) legal malpractice; iv) abuse of the legal process; v) common law conversion; vi) civil conspiracy; and vii) negligence, and sought damages in the amount of Eight Million Dollars ($8,000,000.00), as well as punitive damages, costs, and attorney's fees. *Id.* The Court dismissed the third party complaint pursuant to Federal Rule of Civil Procedure 14, noting the impropriety of bringing in parties and claims related to the administration of a Florida estate. *Simon Bernstein Irrevocable Ins. Trust DTD 6/21/95 v. Heritage Union Life Ins. Co., Case No. 1:13-cv-03643 (DE 106), Order Granting Third-Party Defendants' Motion to Dismiss (N.D. Ill. March 17, 2014).*

In 2012, Mr. Bernstein was found to have participated in a "sinister and tenacious scheme to extort money" through the use of administrative domain name transfers (the primary extorter would buy domain names which included the names of people or companies who had wronged or offended her, fill them with defamatory information, and then offer her "reputation services" to clean up the mess she created; once she learned of a domain registration suit, she transferred the site to Mr. Bernstein, her "proxy," in order to avoid liability via "cyberflight."). *See WIPO Arbitration and Mediation Center, Administrative Panel Decision, Marc J. Randazza v. Reverend Crystal Cox, Eliot Bernstein, Case No. D2012-1525*; *see also Randazza v. Cox, et. al., Case No. 2:12-cv-02040-GMN-PAL, Order (granting Plaintiff's Motion for Preliminary Injunction) (D. Nev. January 11, 2013).*

The Court is already familiar with Mr. Bernstein's claims against the fiduciaries, their lawyers and others in the matters involving the *Estates of Simon and Shirley Bernstein*,

including his attempts to manufacture conflicts of interest between the parties and their litigation counsel by joining litigation counsel as parties, and then seeking to disqualify them.[8]

B. The Instant Action

With full knowledge that his claims are already pending in other actions (or have been adjudicated or enjoined), and despite the fact that he has no personal interest in the Grandchildren Trusts and is not, individually, a party to this action, Mr. Bernstein continues to re-assert, yet again, his prior claims against the prior defendants, and in the process, continues to disregard both the federal court injunction and a prior Order of this Court.

For example, in his Counter-Claim:

- Mr. Bernstein alleges that he "is pursuing Defendants, Proskauer Rose LLP, Gerald Lewin, CPA and Albert Gortz, Esq. as the main parties involved in the theft of Simon and Eliot's Intellectual Properties." *See Counterclaim, ¶ 217.*
- Mr. Bernstein has alleged "[t]hat Defendant's [sic] Oppenheimer and JP Morgan were both initially involved in Eliot's technologies and signed various agreements with the companies that held the Intellectual Properties…" *See Counterclaim, ¶ 223.*
- Despite a prior Order of this Court declaring that a certain e-mail is privileged, Eliot Bernstein makes continuing and unnecessary references to it, and advertises where it can be found online. *See Counterclaim, ¶¶ 235-237.*

Much like in the Chicago Action, in this action, Oppenheimer is not seeking damages against Mr. Bernstein or the Minors. It is merely seeking instructions as to where to deliver trust property now that it has resigned as trustee, and for judicial review and approval of its final accounting. But, as has been his *modus operandi*, Mr. Bernstein (now using his children's trusts as a tool), has irresponsibly raised the stakes, needlessly joined countless unrelated

[8] Oppenheimer requests that the Court take judicial notice of the attorney-related claims, motions and orders entered in the pending Estate matters (Case Nos. 2011-CP000653, 2012-CP004391 and 2014-CP003698) pursuant to §§ 90.201(1) and/or 90.202(6), Florida Statutes.

parties, and redundantly asserted unrelated (and enjoined) claims. His stated purpose is to recover money for himself, even at the expense of his children. *See § I, infra.*

By his prior litigation-related conduct and the content of his Counter-Complaint herein, Mr. Bernstein has shown that he is an inappropriate person to act as anyone else's litigation proxy, particularly his minor children.

III. CONCLUSION

The Court *must* appoint a guardian *ad litem* to represent the Minors in this action because the Bernsteins have (or may have) conflicts of interests with the Minors, because the Court cannot be reasonably satisfied that the Bernsteins will fully represent the Minors' interests apart from their own, and because Mr. Bernstein (and Mrs. Bernstein by her silent acquiescence) has demonstrated that he is not a responsible litigant such that he should be permitted to represent others in a litigation setting. For all of the foregoing reasons, Oppenheimer respectfully requests that the Court appoint a guardian *ad litem* for the Minors, strike the Counter-Complaint filed by the Bernsteins, enjoin the Bernsteins from further participation in these proceedings, and grant such other relief as is just and proper.

Respectfully submitted,

GrayRobinson, P.A.
Attorneys for Petitioner
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: */s/ Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 19th day of September, 2014.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
ivewit@ivewit.tv
ivewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

Filing # 17178669 Electronically Filed 08/17/2014 09:42:14 PM

IN THE CIRCUIT/COUNTY COURT OF THE Fifteenth JUDICIAL CIRCUIT
IN AND FOR Palm Beach COUNTY, FLORIDA

Eliot Bernstein
Plaintiff/Petitioner or In the Interest Of
vs.
Oppenheimer & Co. Inc. et al.
Defendant//Respondent

CASE NO. 502014CP002815XXXXSB

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for indigence and are unable to pay the costs listed in FS 57.081, you must enroll in the clerk's payment plan and pay a one-time administrative fee of $25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1. **I have** 0 **dependents.** *(Include only those persons you list on your U.S. Income tax return.)*
Are you Married?...(Yes)...No Does your Spouse Work?...Yes...(No) Annual Spouse Income? $0

2. **I have a net income of $** 0 paid ( ) weekly ( ) every two weeks ( ) semi-monthly ( ) monthly ( ) yearly ( ) other _____.
*(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, **minus** deductions required by law and other court-ordered payments such as child support.)*

3. **I have other income** paid ( ) weekly ( ) every two weeks ( ) semi-monthly ( ) monthly ( ) yearly ( ) other _____.
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job	Yes $ _____ (No)	Veterans' benefits	Yes $ _____ (No)
Social Security benefits		Workers compensation	Yes $ _____ (No)
For you	Yes $ _____ (No)	Income from absent family members	Yes $ _____ (No)
For child(ren)	Yes $ _____ (No)	Stocks/bonds	Yes $ _____ (No)
Unemployment compensation	Yes $ _____ (No)	Rental Income	Yes $ _____ (No)
Union payments	Yes $ _____ (No)	Dividends or interest	Yes $ _____ (No)
Retirement/pensions	Yes $ _____ (No)	Other kinds of income not on the list	Yes $ _____ (No)
Trusts	Yes $ _____ (No)	Gifts	Yes $ _____ (No)

I understand that I will be required to make payments for costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. **I have other assets:** (Circle "Yes" and fill in the value of the property, otherwise circle "No")

Cash	Yes $ _____ (No)	Savings account	Yes $ _____ (No)
Bank account(s)	Yes $ _____ (No)	Stocks/bonds	(Yes) $ UA (No)
Certificates of deposit or money market accounts	Yes $ _____ (No)	Homestead Real Property*	Yes $ _____ (No)
Boats*	Yes $ _____ (No)	Motor Vehicle*	Yes $ _____ (No)
*show loans on these assets in paragraph 5		Non-homestead real property/real estate*	Yes $ _____ (No)
		Other assets*	Yes $ _____ (No)

Check one: I (✓) DO ( ) DO NOT expect to receive more assets in the near future. The asset is inheritance.

5. **I have total liabilities and debts of $**_____ as follows: Motor Vehicle $ 0, Home $ 0, Boat $ 0, Non-homestead Real Property $ 0, Child Support paid direct $ 0, Credit Cards $ 0, Medical Bills $ 10,000, Cost of medicines (monthly) $ 0, Other $_____.

6. **I have a private lawyer in this case:** (Circle "Yes" or "No") ..... Yes (No)

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s.775.082, F.S. or s. 775.083, F.S. **I attest that the information I have provided on this application is true and accurate to the best of my knowledge.**

Signed this 30 day of July, 20 14.

9/30/63 — Date of Birth
C695160D8 — Driver's License or ID Number

Signature of Applicant for Indigent Status
Print Full Legal Name Eliot Ivan Bernstein
Phone Number: 561 245 8588

2753 NW 34th St Boca Raton, FL 33434
Address, P O Address, Street, City, State, Zip Code

This form was completed with the assistance of: _____
Clerk/Deputy Clerk/Other authorized person.

CLERK'S DETERMINATION

Based on the information in this Application, I have determined the applicant to be ( ) Indigent ( ) Not Indigent, according to s. 57.082, F.S.
Dated this _____ day of _____, 20 ____.

_____
Clerk of the Circuit Court
By _____, Deputy Clerk

APPLICANTS FOUND NOT TO BE INDIGENT MAY SEEK REVIEW BY A JUDGE BY ASKING FOR A HEARING TIME.
THERE IS NO FEE FOR THIS REVIEW.
Sign here if you want the judge to review the clerk's decision _____

06/23/2010

IN THE CIRCUIT/COUNTY COURT OF THE Fifteenth JUDICIAL CIRCUIT
IN AND FOR Palm Beach COUNTY, FLORIDA

Candice Michelle Bernstein
Plaintiff/Petitioner or In the Interest Of
vs.
Oppenheimer & Co. Inc. et al.
Defendant//Respondent

CASE NO. 502014CP002815XX

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of $25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1. I have 3 dependents. *(Include only those persons you list on your U.S. Income tax return.)*
Are you Married?.✓Yes No Does your Spouse Work?...Yes✓ No Annual Spouse Income? $0

2. I have a net income of $0 paid weekly every two weeks semi-monthly monthly yearly other _____.
(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3. I have other income paid weekly every two weeks semi-monthly monthly yearly other _____.
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job	Yes $ no	No	Veterans' benefits	Yes $ no	No
Social Security benefits			Workers compensation	Yes $ no	No
For you	Yes $ no	No	Income from absent family members	Yes $ no	No
For child(ren)	Yes $ no	No	Stocks/bonds	Yes $ no	No
Unemployment compensation	Yes $ no	No	Rental income	Yes $ no	No
Union payments	Yes $ no	No	Dividends or interest	Yes $ no	No
Retirement/pensions	Yes $ no	No	Other kinds of income not on the list	Yes $ no	No
Trusts	Yes $ unkaown	No	Gifts	Yes $ no	No

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: *(Circle "yes" and fill in the value of the property, otherwise circle "No")*

Cash	Yes $ no	No	Savings account	Yes $ no	No
Bank account(s)	Yes $ 600.00	No	Stocks/bonds	Yes $ na	No
Certificates of deposit or money market accounts	Yes $ no	No	Homestead Real Property*	Yes $ no	No
			Motor Vehicle*	Yes $ no	No
Boats*	Yes $ no	No	Non-homestead real property/real estate*	Yes $ no	No

*show loans on these assets in paragraph 5

Check one: I ✓ DO DO NOT expect to receive more assets in the near future. The asset is inheritance.

5. I have total liabilities and debts of $10,000.00 as follows: Motor Vehicle $0, Home $ 0, Other Real Property $ 0, Child Support paid direct $ 0, Credit Cards $ 0, Medical Bills $_____, Cost of medicines (monthly) $_____,
Other $ 10,000.

6. I have a private lawyer in this case..... Yes No NO

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s.775.082, F.S. or s. 775.083, F.S. **I attest that the information I have provided on this application is true and accurate to the best of my knowledge.**

Signed this 28 day of August, 2014.

10/09/72
Date of Birth

b652-113-72-869-0
Driver's License or ID Number

Signature of Applicant for Indigent Status
Print Full Legal Name Candice Bernstein
Phone Number: 561-245-8588

2753 NW 34th St. Boca Raton FL 33434
Address, P O Address, Street, City, State, Zip Code

Subscribed and sworn before me. this 28th day of Aug. 2014 a Notary Public in and for Palm Beach County. State of Florida

(Signature) RODNEY E. WISE
NOTARY PUBLIC
My Commission expires 08-07-2017

RODNEY E. WISE
MY COMMISSION #FF043512
EXPIRES August 7, 2017
(407) 398-0153 FloridaNotaryService.com

EXHIBIT B



The Florida Bar

650 Apalachee Parkway
Tallahassee, Florida 32399-2300
Toll Free 1-866-352-0707 (ACAP)

The Florida Bar
Internet Inquiry/Complaint Form

PART ONE: (See instructions, part one.)

Your Name: Eliot I Bernstein
10158 Stonehenge Crircle
Boynton Beach, FL 33437
561.364.4240

And

P. Stephen Lamont
4 Ward Street
Brewster, NY 10509
(845) 279-7710

Attorney's Name: Christopher Wheeler
Proskauer Rose LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431-7360

ACAP Reference No. 03-13069

PART TWO: (See instructions, part two.) The specific thing or things I am complaining about are:
See attached complaint sheet

PART THREE: (See instructions, part three.) The witnesses in support of my allegations are: [see attached sheet].

PART FOUR: (See instructions, part four.)
I did attempt to use ACAP to resolve this situation and Ted Littlewood suggested filing the complaint.

To attempt to resolve this matter, I did the following:

I called ACAP

PART FIVE *(See reverse, part five.): Under penalty of perjury, I declare the foregoing facts are true, correct and complete. I have read and understand the information on the reverse of this page and contained in the pamphlet "Complaint Against a Florida Lawyer." I also understand that the filing of a Bar complaint will not toll or suspend any applicable statute of limitations pertaining to my legal matter.*

_____- Eliot I Bernstein — 02/26/2003
Signature — Date

_____- for P. Stephen Lamont by Eliot I. Bernstein his attorney -in-fact — 02/26/2003
Signature — Date

IVIEWIT HOLDINGS, INC.

Part 2 – Florida Bar Complaint

February 25, 2003

Chief Disciplinary Counsel:
Eric M. Turner
Cypress Financial Center, Suite 835
5900 North Andrews Avenue
Ft. Lauderdale, Florida 33309
(954) 772-2245

Re: General Complaint against Christopher C. Wheeler on Behalf of Iviewit Holdings, Inc. (a Delaware Corporation) ("Company")

Dear Sir or Madam:

By way of introduction, I am Founder and President (Acting) of the above referenced Company, and write to file a General Complaint against the following member of the Florida State Bar Association:

Christopher C. Wheeler
Proskauer Rose LLP
One Boca Place
Suite 340 West
2255 Glades Road
Boca Raton, FL 33431-7360
(561) 995-4702

Introduction

Christopher Wheeler, (hereinafter "Wheeler"), believed to be a resident of the State of Florida, and who at various times relevant hereto was a partner of Proskauer Rose LLP (hereinafter "Proskauer"), and who provided legal services to the Company.

Moreover, beginning on or about September of 1998, the Company, through its agent and principal, Eliot I. Bernstein ("Bernstein"), began negotiations with Proskauer with regard to Proskauer providing legal services to the Company the purpose of which was to develop and market specific technologies developed by Bernstein and two others, which technologies allowed for the scaling, enlargement, panning and zooming of digital images and video without degradation to the quality of the digital image due to what is commonly referred to as "pixelation", the delivery of digital video using proprietary scaling techniques, a combination of the image pan and zoom techniques and video scaling techniques, and the remote control of video and image applications.

Furthermore, Bernstein engaged the services of Proskauer and in turn Wheeler, among others, through an engagement letter a true copy of which I attach herein as Exhibit "A", to obtain multiple patents and oversee US and foreign filings for such technologies including the provisional filings for the technologies as described above, and such other activities as were necessary to protect the intellectual property.

Additionally, upon information and belief, Wheeler upon viewing the technologies developed by Bernstein, and held by the Company, realized the significance of the technologies, its various applications to communication networks for distributing video data and images and for existing digital processes, including, but not limited to digital cameras, digital video disks (DVD), digital imaging technologies for medical purposes and digital video, and that Wheeler designed and executed, sometimes for himself or others similarly situated, deceptions, improprieties, and, even in certain circumstances, outright malfeasances by the disingenuous insertion of his own interests or the interests of third parties, who were other clients of Proskauer and Wheeler, between the Company, as his client and together with its disclosed techniques, and the ultimate end users of its future OEM and other licensees, to the detriment and damage of the Company. Many of the malfeasances against the Company have also involved fraud against the US Patent and Trademark Office. The technologies were evaluated by a leading imaging company, Real 3D of Orlando FL and were estimated to be worth billions of dollars, due to there application to almost all digital imaging and video applications.

Finally, as a direct and proximate result of the conduct of Wheeler, Warner Bros/AOLTW ceased business relations with the Company to the damage and detriment of the Company; the Company more specifically stipulates Wheeler's actions and inactions directly below:

Specifics of General Complaint

Where the Company employed Wheeler and Proskauer for purposes of representing the Company to obtain multiple patents and oversee foreign filings for such technologies including the provisional filings for the technologies as described above, and that pursuant to such employment, Wheeler and Proskauer owed a duty to ensure that the rights and interests of the Company were protected, Wheeler and Proskauer neglected that reasonable duty of care in the performance of legal services in that they:

1. Misrepresented lawyer Raymond A. Joao by Christopher Wheeler, to the Board of Directors and investors of I View It, Mr. Joao presently of counsel to Dreier & Baritz, New York, N.Y. initially was represented as a Proskauer Rose attorney when he was not a member of such firm, but actually of counsel to one Meltzer Lippe Goldstein and Schlissel, Mineola, N.Y.
2. Misrepresented lawyer Kenneth Rubenstein by Christopher Wheeler as a member of Proskauer Rose, and presently a partner of Proskauer Rose, but at the initiation of contact, a partner of a one Meltzer Lippe Goldstein and Schlissel.
3. Failed to take reasonable steps to ensure that the intellectual property of the Company was protected; and,

4. Allowed the infringement of patent rights of the Company and the intellectual property of the Company by other clients of Proskauer and Rubenstein. Failed to submit to patent pools overseen by Rubenstein Iviewit patents for inclusion to such pools, including but not limited to MPEG 2, MPEG 4, and DVD and;
5. Failed to and/or inadequately completed work regarding patents, copyrights and trademarks; and,
6. Engaged in unnecessary and duplicate corporate and other work; and,
7. By redacting information from the billing statements regarding services provided so to as to give the appearance that the services provided by Proskauer were limited in nature, when in fact they involved various aspects of intellectual property protection; and,
8. By knowingly and willfully representing and agreeing to accept representation of clients in conflict with the interests of the Company, without either consent or waiver by the Company.
9. Submitting false resumes for President candidate Brian Utley. Wheeler who was a close personal friend of Utley, recommended to Bernstein and other members of the board of directors of Iviewit that Iviewit engage the services of Utley to act as President of Iviewit.com LLC based on his knowledge and ability as to technology issues. That at the time that Wheeler made the recommendation of Utley to the board of directors, that Wheeler knew that Utley was in a dispute with his former employer, Diamond Turf Products, as to the fact that Utley had misappropriated certain patents on hydro-mechanical systems, which he claimed for himself to the detriment of his then employer Diamond turf Lawnmower, thereafter Utley was fired from the Company and Diamond Turf Lawnmower was closed down due to Utley's malfeasances, contrary to the resume submitted by Wheeler to the Board on behalf of Utley which claimed that the Company continued as a large success due to Utley and his inventions. Additionally, Wheeler was fully aware of the fact that Utley was not the highly qualified "engineer" that Wheeler represented Utley to be, and that in fact Utley lacked any formal education as an engineer and in fact had no engineering degree, whatsoever. Further, Wheeler and Utley submitted a new and improved biography on Utley to Wachovia Bank for a Private Placement in which Utley is described as having graduated SF College, which is in direct contradiction to his resume submitted to the Company by Mr. Wheeler. That despite such knowledge, Wheeler never mentioned such facts concerning Utley to any representative of Iviewit and in fact undertook to "sell" Utley as a highly qualified candidate who would be the ideal person to undertake day to day operations of Iviewit and work on the patents acting as a qualified engineer. Based on the recommendations of Wheeler, as partner of Proskauer, the Board of Directors agreed to engage the services of Utley as President/COO other qualified candidates were not chosen based on Wheeler's misrepresentations of Brian Utley.
10. Failing to disclose and secure conflict waivers from the Company, that Mr. Wheeler had preformed prior legal work for Mr. Utley for the setting up of Mr. Utley's company, Premiere Consulting.
11. Recommendation by Mr. Wheeler and Mr. Utley of William Dick as patent counsel for I View It without disclosure that Mr. Dick had been involved in patent

malfeasances with Mr. Utley's former employer Diamond Turf products. Mr. Dick subsequently aided and abetted Mr. Utley in writing patents into his own name of the Company's technologies, without assignment to the Company, sent to his home address and filed fraudulently with the US Patent and Trademark office.

12. Mr. Wheeler transacted stock to Tiedemann/Prolow, another referral friend of Mr. Wheeler, without proper documentation, nor Board approval.
13. Knowing and willful destruction of Company records
14. Failure to file Copyrights on behalf of I View It when billed for such
15. Failing to list proper inventors of the technologies on the patents, and thereby submitting false and fraudulent patents to the US Patent and Trademark office based on improper legal advise by Wheeler that foreign inventors could not be listed until their immigration status was adjusted leading to further erroneous billings by Proskauer Rose for frivolous immigration work. This resulted in the failure of the patents to include their rightful and lawful inventors; and,
16. Violation 4-1.1 - Lack of competence in all matters pertaining to patent and copyrights, in some instances outright lack of filing documents that were billed for
17. Violation 4-1.3 - Lack of diligence in representing the Company - Failure to file copyrights and failure to secure protection for patents
18. Violation 4-1.4 - Failure to communicate with Company to the detriment of the Company, and in certain instances communication of false materials to the Company. Submission of executive resumes with knowingly false information for MR. Brian Utley a close personal friend of Mr. Wheeler. Failure to communicate proper information regarding attorney's handling patents for Company.
19. Violation 4-1.4 - Withholding of information to the detriment of the Company, examples would be failure to secure Copyright protection and adequate patents based on withholding either partial or entire pertinent information from both client company and the United States Patent and Trademark Offices
20. Violation 4-1.6 - Violated Company Confidentiality of Information in multiple instances for the benefit of his firm and his firm clients and patent pools overseen by firm.
21. Violation 4-1.7 - Violated Company in multiple conflicts of Interest between Company and firm clients and firm patent pools overseen by firm
22. Violations of RULE 4-1.8 - CONFLICT OF INTEREST; PROHIBITED AND OTHER TRANSACTIONS - Accepted Company stock for his firm knowing of potential conflicts that were never revealed to the Company
23. Violations of RULE 4-1.10 - IMPUTED DISQUALIFICATION - Quit working for Company because he was being investigated by Company in several of the above allegations and then filed frivolous lawsuit against the Company in an attempt to claim a large claim against the Company holding the patents when he has no billing records to pursue such actions against these companies
24. Lastly, the negligent actions of Wheeler and Proskauer resulted in and were the proximate cause of loss to the Company; true copies of exhibits and witnesses are available on request and/or I will, on behalf of the Company, presented them

according to proof at commencement of investigation into this General Complaint.

It is of special interest to note that Mr. Wheeler is especially culpable in the malfeasances against the Company, in that although other Bar Actions are being filed against individual conspirators, that all malfeasances committed against the Company have stemmed from relationships cultivated by Mr. Wheeler for the Company.

Due to the highly sensitive nature of the patent and copyright materials, exhibits will be provided once formal protections have been established in regard to this complaint.

Very truly yours,

IVIEWIT HOLDINGS, INC.

 - Electronic Signature

Eliot I Bernstein
Iviewit Holdings, Inc.
10158 Stonehenge Circle
Boynton Beach, FL 33437
561.364.4240

And

 Electronic Signature for P. Stephen Lamont by Eliot I. Bernstein his attorney -in-fact

P. Stephen Lamont
CEO
Iviewit Holdings, Inc.

Part 3 – Florida Bar Complaint Witness List

Michele Mulrooney, Esquire
Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C.
1888 Century Park East
Suite 1888
Los Angeles, California 90067-1702
Business: (310) 553-0305

Has information pertaining to allegations that Mr. Wheeler; provided false information regarding the background of Mr. Utley to induce company to hire him; disseminated business plans with Kenneth Rubenstein as an advisor to Board, disseminated business plans with false information regarding MR. Utley, information regarding filing of patents without information disclosed by Company, information regarding patents written into Mr. Brian Utley's name as sole inventor and sent to home address without assignment to the Company, information regarding threats on inventor Eliot Bernstein's life leading to his moving family for safety concerns, information regarding interference with Company clients Warner Brothers, information regarding Mr. Utley misrepresentations in potential client Paramount/Viacomm; information regarding interference with Company by Wheeler referral Crossbow Ventures and damages caused by such interference to client Warner Brothers, information regarding Kenneth Rubenstein refusal to talk with client Warner Brothers leading to client refusing to continue business operations, information regarding her firms refusal to continue business with Company based on Mr. Utley's being caught lying to her client introduction Paramount Pictures which led to firms unwillingness to introduce Company to further prospects including but not limited to; FOX, Vivendi, Sony and MGM.

Because of the events that were being uncovered Armstrong Hirsh felt that the Company posed risk to their reputation with clients they were introducing Company to and led to their firm withdrawing as counsel to the Company.

Alan Epstein, Esquire
Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C.
1888 Century Park East
Suite 1888
Los Angeles, California 90067-1702
Business: (310) 553-0305

As an Advisory Board member to the Company has information pertaining to allegations that Mr. Wheeler; provided false information regarding the background of Mr. Utley to induce company to hire him; disseminated business plans with Kenneth Rubenstein as an advisor to Board, disseminated business plans with false information regarding MR. Utley, information regarding filing of patents without information disclosed by Company, information regarding patents written into Mr. Brian Utley's name as sole inventor and sent to home address without assignment to the Company, information regarding threats on inventor Eliot Bernstein's life leading to his moving family for safety concerns, information regarding interference with Company clients Warner Brothers, information regarding Mr. Utley misrepresentations in potential client Paramount/Viacomm; information regarding interference with Company by Wheeler referral Crossbow Ventures and damages caused by such interference to client Warner Brothers, information regarding Kenneth Rubenstein refusal to talk with client Warner Brothers leading to client refusing to continue business operations, information regarding their firms refusal to continue business with Company based on Mr. Utley's being caught lying to client introduction Paramount Pictures which led to firms unwillingness to introduce Company to further prospects including but not limited to; FOX, Vivendi, Sony and MGM.

Because of the events that were being uncovered Armstrong Hirsh felt that the Company posed risk to their reputation with clients they were introducing Company to and led to their firm withdrawing as counsel to the Company.

Mitchell Welsch
UBS/Paine Webber Inc.
5 Radnor Corporate Center
100 Matsonford Road
Suite 444
Radnor, PA 19087
(800) 942-0409 ext7251

Has information pertaining to allegations that Mr. Wheeler; provided false information regarding the background of Mr. Utley to induce company to hire him; disseminated business plans with Kenneth Rubenstein as an advisor to Board, disseminated business plans with false information regarding MR. Utley, information regarding filing of patents without information disclosed by Company, information regarding patents written into Mr. Brian Utley's name as sole inventor and sent to home address without assignment to the Company, information regarding threats on inventor Eliot Bernstein's life leading to his moving family for safety concerns, information regarding interference with Company clients Warner Brothers.

James Armstrong
126 Buttonwood Drive
Fair Haven, NJ. 07704
(732) 747-1448

Has information pertaining to allegations that Mr. Wheeler; provided false information regarding the background of Mr. Utley to induce company to hire him; disseminated business plans with Kenneth Rubenstein as an advisor to Board, disseminated business plans with false information regarding MR. Utley, information regarding filing of patents without information disclosed by Company, information regarding patents written into Mr. Brian Utley's name as sole inventor and sent to home address without assignment to the Company, information regarding threats on inventor Eliot Bernstein's life leading to his moving family for safety concerns. Has information regarding Mr. Wheeler being involved in patent malfeasances regarding missing and wrong information in the patents filed on behalf of the Company. Has information in which Mr. Wheeler attended meetings with representatives of Foley and Lardner regarding false and missing information contained in the patents filed on behalf of the Company.

Tom Coester, Esquire
Blakely, Sokoloff, Taylor & Zafman, LLP
12400 Wilshire Blvd.
Seventh Floor
Los Angeles, CA 90025-1030
(310) 207-3800

Uncovered information that Mr. Utley had patents being written into his own name through attorney referrals by Mr. Wheeler and his executive referral Mr. utley with a one Mr. William Dick of Foley and Lardner. Has knowledge that such fraudulent patents were submitted via US Postal service to US Patent and Trademark Office and his firm had to correct such fraudulent patents

Norman Zafman, Esquire
Blakely, Sokoloff, Taylor & Zafman, LLP
12400 Wilshire Blvd.
Seventh Floor
Los Angeles, CA 90025-1030
(310) 207-3800

Uncovered information that Mr. Utley had patents being written into his own name through attorney referrals by Mr. Wheeler and his executive referral Mr. utley with a one Mr. William Dick of Foley and Lardner. Has knowledge that such fraudulent patents were submitted via US Postal service to US Patent and Trademark Office and his firm had to correct such fraudulent patents

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496
(561) 988-8984

Information pertaining to all allegations as the ex Chairman of the Board

Guy Iantoni
Strategica Technologies, Inc.
1167 Oxford Court
Highland Park, IL 60035
(847) 432-0873

Information pertaining to all allegations

Jeffrey Friedstein
Goldman Sachs Group, Inc.
4900 Sears Tower
Chicago, Il 60606
2142 Churchill Lane
Highland Park IL 60035
(800) 233-9622

Information pertaining to all allegations

David Colter
Vulcan Ventures
(425) 453-1940
david.colter@attbi.com

Has information regarding the conflict of interest between Proskauer Rose and I View It that led to AOLTW/WB ceasing to do business with Iviewit. Has information regarding threats by MR. utley on Mr. Bernstein. Has knowledge of patent malfeasances resulting from Mr. Wheeler and Mr. Rubenstein's work on behalf of Proskauer Rose. Has knowledge of AOLTW/WB infringement of Iviewit Intellectual properties. Disseminated business plans with Kenneth Rubenstein as an advisor to Board, disseminated business plans with false information regarding MR. Utley, information regarding filing of patents without information disclosed by Company, information regarding patents written into Mr. Brian Utley's name as sole inventor and sent to home address without assignment to the Company, information regarding threats on inventor Eliot Bernstein's life leading to his moving family for safety concerns, information regarding interference with Company clients Warner Brothers, information regarding Mr. Utley misrepresentations in potential client Paramount/Viacomm; information regarding interference with Company by Wheeler referral Crossbow Ventures and damages caused by such interference to client Warner Brothers, information regarding Kenneth Rubenstein refusal to talk with client Warner Brothers leading to client refusing to continue business operations, information regarding her firms refusal to continue business with Company based on Mr. Utley's being caught lying at Paramount Pictures.

P. Stephen Lamont
I View It Technologies, Inc.



4 Ward Street
Brewster, NY 10509
(845) 279-7710

As acting CEO of Iviewit has information pertaining to all allegations in the complaint

Donald G. Kane II
GDI
540 Dalewood Lane
Hinsdale, IL 60521
540 Dalewood Lane
Hinsdale, Il 60521
(630) 325-5622

As a Board member to Iviewit has information pertaining to most allegations contained in the complaint. Has information regarding Iviewit securities being transferred by Mr. Wheeler and Mr. Utley without Board approval and without proper documentation.

Zakirul Shirajee
9485 Boca Cove Circle
Apt. #708
Boca Raton, FL 33428
(561) 488-4351

Has information regarding inventors being left off patents as he is one of the original inventors

Jennifer Kluge
3100 N.E. 49th St.
Apt.#905
Ft. Lauderdale, FL 33308
or
361 North East 43rd Court
Oakland Park, Florida 33334
Home 2: (954) 772-6444

Has information pertaining to threats against Mr. Bernstein which forced him to take his family and leave FL for their safety.

Jude Rosario
5580 NW 61 Street
Apt. 625
Coconut Creek, FL 33073
(561) 451-4900 ext 413
(954) 574-9338

Has information regarding inventors being left off patents as he is one of the original inventors

Jack Scanlan
1560 Yosemite Drive,
Suite 129,
Los Angeles, CA 90041
(323) 258-1742

Has information regarding patent malfeasances that led to AOLTW/WB ceasing business with Iviewit, amongst other clients that were affected including but not limited to Paramount Pictures and Sony Pictures.

Kenneth Anderson
MyCFO.com
2029 Century Park East
Suite 800
Los Angeles, California 90067
(310) 407-1170

As a Board member to Iviewit has information pertaining to most allegations contained in the complaint. Has information regarding Iviewit securities being transferred by Mr. Wheeler and Mr. Utley without Board approval and without proper documentation.

Wayne Smith, Esq
4000 Warner Blvd.
Burbank, CA
United States of America

Has information regarding the conflict of interest between Proskauer Rose and I View It that led to AOLTW/WB ceasing to do business with Iviewit

Steven Selz. Esquire
Selz & Muvdi
(561) 820-9409

Has information pertaining to all allegations alleged. Is currently counsel for I view It in frivolous lawsuit filed by Mr. Wheeler on behalf of Proskauer Rose in Judge Jorge LaBarga's court.

Monte Friedkin
(954) 972-3222 x310
Benada Aluminum of Florida
1911 NW 32nd Street
Pompano Beach, FL 33064

Has information regarding Mr. Utley's false resume submitted by Mr. Wheeler. Has information that Mr. Wheeler had knowledge of both Mr. Utley and Mr. Bill Dick's patent malfeasances against a company, Diamond Turf, that he had to close due to the malfeasances caused by these patent issues.

Candice Bernstein
10158 Stonehenge Circle
Suite 801
Boynton Beach, FL 33437-3546
561.364.4240

Information pertaining to all allegations

Caroline Prochotska Rogers, Esquire
1949 Cornell Avenue
Melrose Park, IL 60160
Business Phone:
(708) 450-9400 ext 19

Hired to investigate claims against Christopher Wheeler in response to all allegations. Has information regarding Mr. Wheeler's; failure to take reasonable steps to ensure that the intellectual property of the Company was protected; and, failure to and/or inadequately completed work regarding patents, copyrights and trademarks; and, engaged in unnecessary and duplicate corporate

and other work; and, by redacting information from the billing statements regarding services provided so to as to give the appearance that the services provided by Proskauer were limited in nature, when in fact they involved various aspects of intellectual property protection; and, by knowingly and willfully representing and agreeing to accept representation of clients in conflict with the interests of the Company, without either consent or waiver by the Company. Has information pertaining to Mr. Utley and the misrepresentation of his character and past employment. Has information regarding Mr. Utley and Mr. Dick being involved in prior patent malfeasances.



Exhibit "A"

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702

September 8, 1999

Mr. Brian G. Utley
iviewit LLC
c/o Goldstein Lewin
1900 Corporate Boulevard, Suite 300-E
Boca Raton, FL 33431

Re: Engagement Agreement for iviewit LLC

Dear Brian:

Thank you for the opportunity to represent iviewit LLC in connection with general corporate advice (the "Work") and such other matters as we may undertake on your behalf from time to time. As is our Firm's custom, we are writing to confirm our agreement regarding such representation.

Our fees for services performed will be billed at our regular hourly rates. Currently, these rates range from $135.00 to $385.00 per hour for all legal services performed by the Firm's attorneys in our Boca Raton office. The hourly rate charged by any particular attorney within the range mentioned depends on such factors as that lawyer's experience, familiarity with the subject matter being worked upon, and such other factors as have been determined by the Firm in establishing the normal hourly rates for its attorneys. Time spent by any legal assistant is currently charged at $90.00 per hour.

In addition to the fees described above, you agree to reimburse and pay us for all disbursements made by us, and our customary charges for in-house services in connection with the legal services performed under this agreement, including document reproduction and facsimile charges, computerized legal research, overtime (if required), travel expenses, court filing fees, postage, messenger and overnight courier fees, long-distance telephone charges, document preparation charges, word processing, taxes and miscellaneous expenses.

We anticipate billing you on a monthly basis, with payment of all monies due within 30 days of receipt. We will send you periodic statements setting forth the amount of the fees, disbursements and charges to which we are entitled and the basis for their calculation. Although, as noted above, we will ordinarily bill you monthly for fees, disbursements and charges of the preceding

EXHIBIT
sticker
A

month, we may occasionally defer billing for a given month (or months) if the accrued fees and costs do not warrant current billing or if other circumstances would make it more convenient to defer billing.

We are waiving a retainer at this time, but we reserve the right to ask for one at any time.

You have the right to discharge us as your counsel in connection with the Work at any time, but such discharge shall not affect our right to be paid all our previously incurred but unpaid fees, and all our previously incurred but unpaid charges and disbursements, in accordance with this letter agreement.

We may from time to time, either at your request or at our own initiative, provide you with an estimate of fees or costs that we reasonably anticipate will be incurred in connection with the Work. It is understood that such estimates, which are predicated on a variety of assumptions, are subject to unforeseen circumstances and are by their nature inexact.

If you agree that the foregoing meets with your approval, please sign and return to me the enclosed copy of this letter as soon as possible.

We very much appreciate the opportunity to represent you in this matter.

Best regards.

Cordially,

Christopher C. Wheeler

EXHIBIT C

THE FLORIDA BAR
651 EAST JEFFERSON STREET
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

850/561-5600
WWW.FLABAR.ORG

July 9, 2004

Mr. Eliot Bernstein
IViewIt Holdings, Inc.
10158 Stonehenge Circle
Suite 801
Boynton Beach, FL 33437-3546

Re: Eric Turner et al.

Dear Mr. Bernstein:

I have been regularly communicating with Mr. Marvin concerning your assertions and I have read a series of letters and/or email between you and staff of our Fort Lauderdale office or Mr. Marvin.

Recently you wrote (in one email) Mr. Marvin:

> "As mentioned in our last conversation on 7/02/04 we have learned and notified you of a severe conflict of interest in the Wheeler complaint 2003-51 109 15c, whereby Matthew Triggs, with no formal disclosure, acted as Wheeler's counselor within the one-year period after serving as a Grievance Committee Member, thereby a conflict exists which has the additional appearance of impropriety and thus taints the entire Wheeler case, and your Turner decision, if such decision was formal. Due to the conflict and influence peddling at the Bar this may represent, the entire case should now be reviewed by an independent third-party. Triggs served from 4/1/99 to 3/31/02 and as illustrated in the attached letter to the bar, Triggs had already started representing Wheeler on March 21, 2003, clearly within the year prohibition:"

Subsequently you wrote (in another email) Mr. Marvin:

> "Please provide us with the rules and code that apply to internal review of complaints lodged against officers of the FL Bar and where we can find out how this process is handled. Also, since we have now notified you of the conflict of interest and appearance of impropriety in the Triggs response on behalf of the Wheeler complaint, we would like to add charges of conflict of interest and

appearance of impropriety to Mr. Turner's complaint. Would we need to establish another separate complaint or can you amend the existing "complaint"? We are certain that such charges would constitute a violation of Mr. Turner's professional ethics as regulated by the FL Bar and therefore constitute charges necessitating a formal complaint with formal process. In addition, do we need to file another case on Wheeler and Triggs for the conflict of interest, appearance of impropriety and the abuse of public office or is this something that the FL Bar needs to institute as you are now aware of the abuse of public office caused by Triggs and Wheeler? In light of the recent discoveries regarding such conflict, it seems that the FL Bar should re-open the Wheeler case, strike the tainted response of Triggs and charge Wheeler with all charges contained in his complaint, as if no response was given at all."

Boggs attempts to state that Triggs would have been granted a waiver but that is a unknown and Boggs only deals with one of the many conflicts we presented him with here, and in light of the multiple conflicts it would have been probably rejected. He also admits here that Triggs did not disclose the conflict or seek proper channels for approval

Boggs admits conflict citing it is "form over substance" and that no waiver was tendered by the Board

'would have" ndicating it was not

This is a form over substance issue. The fact that for a short period of time Mr. Triggs represented Mr. Wheeler without a waiver does not automatically create a conflict. Waiver would have been routinely granted under standing board policy and if the situation had come to our attention all that would have happened was notice to Mr. Triggs to submit a waiver request. Upon the expiration of 12 months from the end of his grievance committee service, the need for a waiver ceased. It is noteworthy that the grievance committee that heard your complaint against Mr. Wheeler is not the same committee on which Mr. Triggs served. Thus there was no actual conflict for the short time that a waiver was an issue.

The rules state nothing about bein on any specific committee they state that Triggs cannot represent ANYONE for a period of one year, what is this guy thinking???

15.10 **Waiver of Disqualification as Attorney for Respondents.**

(a) Authority for Waiver. The Rules Regulating The Florida Bar disqualify partners, associates or other firm members of board members, grievance committee members and former staff attorneys from representing a respondent in a disciplinary matter. Further, the rule disqualifies the board members, grievance committee members and former staff attorneys from the same representation and extends all disqualification periods for 1 year after the termination of board, grievance committee or staff service. The rule allows for waiver of the disqualification by the board.

NO WAIVER = RULE VIOLATION.

This policy is enacted to identify the instances in which the board will waive the rule.

(c) Grievance Committee Members. No current member of a grievance committee may represent a respondent in a disciplinary matter.

A member of the grievance committee member's law firm may represent a respondent while the grievance committee member is serving on the committee if:

(1) the representation involves a grievance committee other than the 1 on which the member of the law firm serves; and

2) the grievance committee member has no involvement with the representation and is screened from access to the file on the matter; and

(3) the attorney wishing to represent the respondent provides written notice of the disqualification to the executive director.

Former grievance committee members may represent a respondent in a disciplinary matter if the matter was not pending, before the committee on which the former member served, before the former member's term expired.

Members of the former grievance committee member's law firm may represent a respondent in a disciplinary matter during the 1-year disqualification period if the former member may also do so under the terms of this policy.

(f) Executive Director Authority. The executive director is hereby granted the authority to issue waivers under the terms of this policy. The executive director shall not deviate from this policy and if the executive director is in doubt regarding issuance of a waiver, the request shall be referred to the board of governors for resolution. The executive director shall report to the board listing all waivers granted and all waivers denied.

SOUNDS LIKE BOGGS IS TRYING TO DEVIATE FROM THE PROCESS - WITH A WOULD HAVE, SHOULD HAVE, COULD HAVE - BUT DIDN'T

We treated your complaint against Mr. Turner as an internal matter as you question his job performance. You employ other words and characterizations, but the thrust of what you say is that you do not accept his conclusions. There are no provisions in the Rules Regulating The Florida Bar for handling job performance based complaints and we have no written policies in this regard.

TURNER COMPLAINT IS FAR MORE SERIOUS AND SHOULD HAVE BEEN FILED AS A BAR COMPLAINT FOR VIOLATIONS OF RULES OF PROFESSIONAL CONDUCT.

Also your labeling the matter concerning Mr. Turner as a complaint is a creative attempt to fashion a way to preserve the file in your prior complaint when routine record retention schedules require its purging. It is obvious that one of your goals is the preservation of the Wheeler file. It can be argued that this is the central issue of your goals at this time. We cannot use an artifice to avoid routine record keeping requirements.

SOUNDS LIKE HE IS TRYING TO DESTROY FILE TO HIDE CONFLICT AND OTHER TURNER ISSUES. SEEMS AN OBSTRUCTION OF JUSTICE.

Your assertions have received careful and repetitive review (bar counsel, chief branch discipline counsel, grievance committee chair, and designated reviewer have all reviewed your complaint against Mr. Wheeler and all agree with closure) and that file shall remain closed. Mr. Marvin and I lack authority to do otherwise.

Your criticism of Mr. Turner's job performance is noted and has been reviewed by Mr. Marvin and me. We respect your right to be critical, but we conclude that Mr. Turner has acted within the scope of his duties and authority. No personnel action will be initiated.

As to the website content issue, we have that matter under review and will act as all of the facts require. This review will be conducted out of our Fort Lauderdale office. By copy hereof I advise Mr. Turner to provide status information to you, Mr. Marvin and me.

Sincerely,

JABoggs

John Anthony Boggs
Director, Legal Division

cc: Kenneth L. Marvin
Eric M. Turner

g:winword\letters\07-2004\07 09 2004 Eliot Bernstein

EXHIBIT D

Digitally signed by Eliot I. Bernstein
DN: CN = Eliot I. Bernstein, C = US, O = Iviewit Holdings, Inc.
Reason: I have reviewed this document
Location: sc
Date: 2004.10.13 07:58:26 -04'00'

Digitally signed by Eliot I. Bernstein
DN: CN = Eliot I. Bernstein, C = US, O = Iviewit Holdings, Inc.
Reason: I am the author of this document
Location: 2004.10.07 FLORIDA SUPREME COURT MOTION
Date: 2004.10.07 07:01:52 -04'00'

IN THE SUPREME COURT OF FLORIDA

ELIOT I. BERNSTEIN and P. STEPHEN LAMONT Petitioners vs. THE FLORIDA BAR (IN THE MATTER OF ATTORNEY COMPLAINTS AGAINST; CHRISTOPHER C. WHEELER, FILE NO: 2003-51 109 (15c); CHRISTOPHER C. WHEELER 2, FILE NO: PENDING CASE NO. ASSIGNMENT; MATTHEW H. TRIGGS, NO: PENDING CASE NO. ASSIGNMENT; ERIC M. TURNER, FILE NO: PENDING CASE NO. ASSIGNMENT); AND COMPLAINTS OF CONFLICTS OF INTEREST AND APPEARANCES OF IMPROPRIETY WITH THE FOLLOWING FLORIDA BAR REPRESENTATIVES; MATTHEW H. TRIGGS AS A GRIEVANCE COMMITTEE MEMBER AND FORMER GRIEVANCE COMMITTEE MEMBER; CHRISTOPHER WHEELER AS A GRIEVANCE COMMITTEE MEMBER AND FORMER GRIEVANCE COMMITTEE MEMBER; KELLY OVERSTREET JOHNSON AS PRESIDENT, KENNETH L. MARVIN AS DIRECTOR OF LAWYER REGULATION, JOHN ANTHONY BOGGS AS DIRECTOR OF LAWYER REGULATION; LORRAINE CHRISTINE HOFFMAN AS BAR COUNSEL; ERIC MONTEL TURNER AS CHIEF BRANCH DISCIPLINE COUNSEL; AND JOY A. BARTMON AS CHAIR OF A GRIEVANCE COMMITTEE Respondents.	)	CASE NO: SC04-1078

MOTION FOR: DECLARATORY RELIEF; INTERVENE IN THIRD PARTY INVESTIGATIONS OF THE BOCA RATON POLICE DEPARTMENT, THE FEDERAL BUREAU OF INVESTIGATION, AND THE SECURITIES AND EXCHANGE COMMISSION WITH THE COURT'S OVERSIGHT TO ENSURE DUE PROCESS; AND AN EMERGENCY ORDER FOR THE IMMEDIATE PROTECTIVE CUSTODY OF ELIOT I. BERNSTEIN, CANDICE M. BERNSTEIN, JOSHUA E. Z. BERNSTEIN, JACOB N. A. BERNSTEIN, DANIEL E. A. O. BERNSTEIN, P. STEPHEN LAMONT AND P. STEPHEN LAMONT II

That Eliot I. Bernstein and P. Stephen Lamont (collectively "Petitioners"), after discussing the ensuing matters with Clerk of the Court, Debbie Yarbrough on October 6, 2004, hereby requests that the Court:

i. Enter an order granting a motion for declaratory relief as to the status of investigations or pending investigations of the Boca Raton Police Department, Florida ("Boca PD"), the United States Securities and Exchange Commission ("SEC"), and the Federal Bureau of Investigation ("FBI") including but not limited to (a) proof of delivery by Boca PD to an unidentified District Attorney for review, (b) the joint submission of the Boca PD and District Attorney to the SEC for review, and (c) provide written confirmation that the FBI has submitted its investigation the United States attorney for the Southern District of Florida to determine if the claims of Petitioners are prosecutable; and

ii. Enter an order granting a motion for the Court to intervene in third party investigations of the Boca PD, the SEC, and the FBI in an oversight capacity; and

iii. Enter an order granting a motion for immediate protective custody Eliot I. Bernstein, Candice M. Bernstein, Joshua E. Z. Bernstein, Jacob N. A. Bernstein, Daniel E. A. O. Bernstein, P. Stephen Lamont and P. Stephen Lamont II, and in support state as follows:



DECLARATORY RELIEF

1. That on or about August 25, 2003, Petitioners submitted two written statement to Detective Robert Flechaus ("Flechaus") of the Boca PD concerning the misappropriation and conversion of approximately One Million Dollars ($1,000,000) in funds of Iviewit Holdings, Inc. ("Iviewit") and the misappropriation of intellectual property of Iviewit.

2. That, subsequent to those submissions, and on or about the Winter of 2003-2004, Flechaus announced to Petitioners "I have completed my investigation, and in discussions with the District Attorney, I have submitted my report to the Miami office of the SEC for review," or words to that effect.

3. That on or about August 1, 2004, Petitioners telephoned Flechaus to ascertain case numbers for his investigations, wherein it was stated to Petitioners by the Boca PD that no case numbers existed, and were told to contact the "combat unit" of the District Attorney and internal affairs. Further, this prompted a call by Petitioners to the Honorable Chief Andrew J. Scott ("Scott") of the Boca PD to begin an internal affairs investigation, with requests to his personnel to have only Chief Scott return such call.

4. That, upon information and belief, a discussion between Scott and Flechaus ensued prompting a call by Flechaus to Petitioners, wherein Flechaus offered a follow up meeting to Petitioners on September 30, 2004.

5. That at the follow-up meeting, Flechaus backtracked on his prior statements of the completion of his investigation, the discussion with the District Attorney, and their joint submission to the SEC a true copy of the transcription of the voice mail message attached herein as Exhibit A, but instead claimed that the FBI was handling the investigations.



6. That shocked and dismayed at the twisted statement of Flechaus, heated discussions ensued, suggestions of "bought off" detectives were posited, and Petitioners were escorted from the offices of the Boca PD, upon demanding to speak to the Chief of Police and Internal Affairs. That Flechaus stated that in order to see the Chief or Internal Affairs Petitioner would have to call the station and make a formal meeting request.

7. That similar to the Boca PD, the FBI, through Special Agent Stephen Lucchesi ("Lucchesi"), offered Petitioners a follow-up meeting from their initial face to face meeting of on or about August 15, 2003, on August 12, 2004.

8. That in telephone discussions with Petitioners the following week, Lucchesi stated his desire to clarify issues since clarified, the summation of his report, and the delivery and discussion with the United States Attorney for the Southern District of Florida to determine if the claims of Petitioners were prosecutable.

Wherefore, Petitioners request that this Court enter an order granting a motion for declaratory relief from the Boca PD and Flechaus as to their investigations of the subject matter of the written statements, their review with an unidentified District Attorney, and their joint submission to the Miami office of the SEC, and declaratory relief from the FBI as to their submission of their report to the United States attorney for the Southern District of Florida, and such further relief that the Court deems appropriate.

INTERVENTION IN THIRD PARTY INVESTIGATIONS AS OVERSEER AND TO ENSURE DUE PROCESS IN THE INVESTIGATORY PROCESS

9. That as a result of the retraction of Flechaus of the Boca PD and the possibly unfulfilled statements of Luchessi of the FBI, Petitioners request this Court's intervention



and oversight of third party investigations ensuring due process of law as afforded by the Constitution of the United States and its progeny, the Constitution of the State of Florida.

Wherefore, Petitioners request that this Court enter an order granting a motion for the Court's intervention in the investigations of the Boca PD, the SEC, if any, and the FBI, and such further relief that the Court deems appropriate.

EMERGENCY ORDER FOR PROTECTIVE CUSTODY

10. That subsequent to Petitioners' heated discussion with Flechaus and the removal from the offices of the Boca PD, Petitioners telephoned Chief Scott to apprise him of the turnaround in the statements of Flechaus and their desire to pursue the allegations of their written statements at a higher level of review at the Boca PD.

11. That blocked by other member of the Boca PD at each of approximately three telephone calls to Chief Scott, in one call, Petitioners are threatened with arrest for having taped calls of Detective Flechaus, whereby such tapes, unbeknownst to Boca PD at the time, where voice mails left on Petitioners machine by Flechaus and whereby Petitioner asked how one reporting crime could be arrested by those charged with investigation. That Petitioner took this threat as an indication that something was amiss and demanded to speak only with Chief Scott.

12. Petitioners then have a discussion with a one Captain Jim Burke, who identifies himself as the Assistant Chief of Police ("Assistant Chief Burke"), wherein in such discussion Assistant Chief Burke relates to Petitioners that he will personally intervene in the matter with the full support and oversight of Chief Scott and that he was relegated such task by the Chief.

13. That the next day, and as part and parcel of his intervention, Assistant Chief Burke calls Petitioners to a meeting at the Boca PD on August 6, 2004 at 10:30 A.M. with other scheduled attendees of Lucchesi of the FBI and an undisclosed representative of the SEC, all with the full support and oversight of Chief Scott.

14. That when Petitioners press Assistant Chief Burke to allow them teleconference representation by counsel at the August 6 meeting, Assistant Chief Burke stammers and hesistates stating that a meeting room has yet to be secured and that the availability of a speaker phone cannot be assured, and most troubling, suggests that Petitioners' counsel be admitted *after* the meeting, all with the full support and oversight of Chief Scott.

15. That when Petitioners press Assistant Chief Burke to confirm the attendance of a representative of the SEC, Assistant Chief Burke recants stating that the "people at the SEC are very busy," or words to that effect, all with the full support and oversight of Chief Scott. That further, when asked who the representative was that Flechaus had sent the case to for review, Assistant Chief Burke claims that he cannot verify if it truly was ever sent to the SEC by Flechaus. That upon request for a contact name at the SEC to include in a petition being drafted to United States Supreme Court, Assistant Chief Burke claims to have no contact name. When asked who he called to schedule such meeting with, Assistant Chief Burke claims that he has no name and when asked how or who he scheduled the meeting with at the SEC, he states he has to go and will get back with more information.

16. That when Petitioners press Assistant Chief Burke to confirm the attendance of Lucchesi of the FBI, Assistant Chief Burke whole heartedly guarantees the attendance of Lucchesi, all with the full support and oversight of Chief Scott.

17. That Petitioners ask Assistant Chief Burke to confirm that Chief Scott is personally involved, as the Boca PD website states that all internal affairs complaints be directed directly to the Chief and that from that point the Chief personally relegates the investigation or outcome.

18. That Petitioners' subsequent calls to Lucchesi confirming his attendance go unanswered, Petitioners send an electronic mail message to Chief Scott to confirm the roster of individuals at the October 6 meeting, who answers in reply that "he knows nothing about the matters and concerns of Petitioners," or words to that effect and a true copy of which is attached herein as Exhibit B, in direct contradiction to the affirmations of Assistant Chief Burke of the full support and oversight of Chief Scott.

19. That as a result of the recantations of Assistant Chief Burke as to the attendance by the SEC, the unconfirmed attendance of Lucchesi of the FBI, and the utter untrue reporting by Assistant Chief Burke of the full support and oversight of the matters of Petitioners' written statements by Chief Scott, it is plausible that Petitioners would have been confronted with a inflammatory meeting solely with members of the Boca PD subsequent to the heated discussions and suggestions of "bought off" detectives in the burying of the written statements of Petitioners. That until it is further clarified that these investigations have been conducted in a manner that conforms to proper procedure and rules that the safety of Petitioners is questionable. That because of the nature of the entire nexus of events of these matter and that with conflicts of interest and the appearance of impropriety already discovered in two state bar investigations whereby it appears that Proskauer and other named Defendants have positioned to stymie and deny due process of Petitioners, that the events herein constitute reasonable concerns that these

investigations may also have been influenced in unknown ways to further stymie and deny due process to complaints filed by Petitioner. That if such unknown ways include bribery or the likes, that the uncovering of such crime could put Petitioners in a highly dangerous and volatile environment where no state or federal agencies will intercede to aid Petitioners and where Petitioners rightfully no longer know where to turn and where such attempts to expose such crimes could lead to further attempts to cover up or intimidate and harass Petitioners by those entrusted to help Petitioner. This conflict leaves Petitioner weary now of the entire legal system, the State Bars and the authorities that would typically investigate such matters.

Wherefore, Petitioners request that this Court enter an order granting a motion for an emergency order for immediate protective custody Eliot I. Bernstein, Candice M. Bernstein, Joshua E. Z. Bernstein, Jacob N. A. Bernstein, Daniel E. A. O. Bernstein, P. Stephen Lamont and P. Stephen Lamont II and such further relief that the Court deems appropriate.

This 7th day of October 2004.

Attorney for Petitioners
Eliot I. Bernstein, Pro Se
10158 Stonehenge Circle, Suite 801
Boynton Beach, Fla. 33437
Tel: (561) 364-4240

Eliot I. Bernstein

P. Stephen Lamont, Pro Se
10158 Stonehenge Circle, Suite 801
Boynton Beach, Fla. 33437
Tel: (561) 364-4240

P. Stephen Lamont

Signed by: E.I. Bernstein his attorney in fact.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was furnished by facsimile this 7 day of October 2004, to The Florida Bar, Anthony Boggs facsimile no. _____.

Eliot I. Bernstein

EXHIBIT A



1st Message

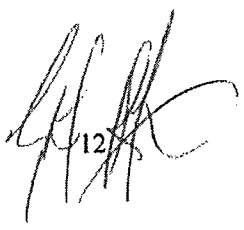
Flechaus: [VOICE MAIL MESSAGE FROM PHONE NUMBER 561-395-1117] – Hey Eliot Detective Flechaus playing phone tag with you, give me a call 338-1325, thanks.

2nd Message

Flechaus: Hey Eliot Detective Flechaus again, hey just want to let you know that um I have been talking to the SEC down in Miami and uh their willing to uh review it and look at it, I don't if again, I don't know if you sent it in I can't remember, but there going to look at it for me again and uh go from there. Give me a call I can let you know who is going to be getting it and uh there phone number and all that good stuff and I just sent them everything plus my police report and all that good stuff but for a better explanation give me a call 338-1325.



EXHIBIT B



FAX TRANSMISSION

From:	Iviewit Holdings, Inc. Eliot I. Bernstein
Fax:	5613644240 **Phone:** 5613644240
To:	Federal Bureau of Investigation Special Agent Stephen Lucchesi
Date : 10/6/2004	Time : 7:31 AM page(s) : 6

Message

URGENT

PLEASE DELIVER TO:

Special Agent Stephen Lucchesi,

If you have any questions, please feel free to call me at 561.364.4240.

Thank you for your assistance in these matters,
Eliot Bernstein
Iviewit Holdings, Inc.

This electronic message transmission contains information which is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error,
please notify us immediately.

Eliot Bernstein
From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Wednesday, October 06, 2004 7:15 AM
To: 'Scott, Andrew'
Cc: 'Burke, Jim'; 'Ceccarelli, Tom'; 'Reuter, Rick'; Caroline Prochotska Rogers Esquire (E-mail 2); P. Stephen Lamont (E-mail); Marc R. Garber (E-mail); 'Flaster Greenberg P.C. - Marc R. Garber, Esq.'; 'Hirsch Jackoway Tyerman Wertheimer Austen Mandelbaum & Morris - Michele Mulrooney, Esq. - Michele Mulrooney, Esq.'; 'Hirsch Jackoway Tyerman Wertheimer Austen Mandelbaum & Morris - Alan Epstein, Esq.'; Guy T. Iantoni (E-mail); James Frazier Armstrong (E-mail)
Subject: RE: Iviewit Holdings and Eliot Bernstein

Importance: High
Sensitivity: Confidential

Dear Honorable Chief of Police Andrew J. Scott:

This is most confusing, as two hours before receiving this communiqué I spoke with Jim Burke who stated that the SEC now would not be attending the meeting he scheduled and the FBI would. I asked if you personally had been notified of these matters and he stated not only that you knew but where the direct oversight of the matters, further that you would not attend as you were an extremely busy man but that he was reporting to you.

I would like to reschedule today's meeting until you have had a chance to review these matters, as I stated to Asst Chief Burke this meeting seems, to say the least, bizarre. I also asked for confirmation that the SEC had been contacted by Flechaus and he stated contrary to prior conversations that he was now not sure. When asked for a contact name he said he did not have one and that he would get back to me, this is very important information as we are preparing a Supreme Court document and these issues must be clarified for the justices currently reviewing the matters in NY & FL and the US Supreme Court is also being petitioned to intervene in all matters and investigations.

I await your direction and I am very thankful for your prompt and courteous reply.

Eliot I Bernstein
Founder, President & Inventor
561.364.4240
iviewit@adelphia.net

Iviewit Holdings, Inc.
10158 Stonehenge Circle
Suite 801
Boynton Beach, FL 33437-3546

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DISCLOSING THESE CONTENTS TO OTHERS, UNLESS EXPRESSLY DESIGNATED BY THE SENDER. THANK YOU!

ARTICLE 1, SECTION 8, CLAUSE 8 OF THE UNITED STATES CONSTITUTION PROVIDES:

"CONGRESS SHALL HAVE THE POWER ... TO PROMOTE THE PROGRESS OF SCIENCE AND USEFUL ARTS, BY SECURING FOR LIMITED TIMES TO AUTHORS AND INVENTORS THE EXCLUSIVE RIGHT TO THEIR RESPECTIVE WRITINGS AND DISCOVERIES."

-----Original Message-----

From: **Scott, Andrew [mailto:AScott@ci.boca-raton.fl.us]**
Sent: Tuesday, October 05, 2004 3:55 PM
To: iviewit@adelphia.net
Cc: Burke, Jim; Ceccarelli, Tom; Reuter, Rick
Subject: RE: Iviewit Holdings and Eliot Bernstein
Sensitivity: Confidential

This is the first time I have received information about your concern. I will review the matter and get back to you by Wednesday of next week.

-----Original Message-----

From: **Eliot I. Bernstein [mailto:iviewit@adelphia.net]**
Sent: Tuesday, October 05, 2004 12:49 PM
To: Scott, Andrew
Cc: P. Stephen Lamont (E-mail); Caroline Prochotska Rogers Esquire (E-mail 2); 'Flaster Greenberg P.C. - Marc R. Garber, Esq.'; Marc R. Garber (E-mail 2); James Frazier Armstrong (E-mail); candiceb@adelphia.net
Subject: Iviewit Holdings and Eliot Bernstein
Importance: High
Sensitivity: Confidential

Dear Honorable Chief of Police Andrew J. Scott:

I am writing to you in lieu of several calls to your office to report suspicious activity within the department and attempt to clarify for the Florida Supreme Court in case SC104-1078 the status of the investigations on two written statements submitted to Detective Robert Flechaus at his request for review and filing. Further, Detective Flechaus had stated that he had taken the matters that were formally filed with Boca PD to the SEC with the DA and that they would be calling us within 30 days to give us an update, it has been over six months and not a word. We then began a series of unreturned phone calls to Detective Flechaus and finally just a few weeks ago were notified that Flechaus was on vacation and that the woman who was handling his cases, could not find any evidence of our filings or cases. She gave us a "combat unit" at the DA office to call and check with, when we learned that it was internal affairs we became nervous and further called your office whereby Detective Flechaus then intercepted such call and called to schedule a meeting the following week with me. He appeared angry and stated that we did not have to go over his head. I have repeatedly left messages with your offices regarding the seriousness of the matter and that it could also involve internal affairs and it states on your website, that in these kind of matters, the Chief of Police will handle the complaint directly and assign the matters from that point. We are unclear at this

point if you have been noticed of any of these matters and have repeatedly asked for verbal or written confirmation from you personally.

On September 30th I met with Detective Flechaus whom I had immediate conflict with. I asked for updates and status on the investigations and he responded that there was no investigation and that he told us prior that the FBI was handling the matters not him. I told him he was lying and that he had told us the exact opposite when we met and had stated that he contacted the FBI and according to Flechaus they were busy investigating terrorist plots and that he was going to handle the matters. He then, quite inapposite his current story, requested that we file two separate written statements with the Boca PD for investigation. We provided Flechaus with a several hundred page submission on the matters and he told us he had taken it to the States Attorney (?) and that they had sent it off for joint investigation to the SEC and that they would be contacting us shortly. This has never occurred. In fact, why would he have taken it anywhere if the FBI had stated they were handling the matters?

We are in two cases where already conflicts of interest and the appearance of impropriety have traversed to the highest level of the States, at the Supreme Court level in Florida and New York and have resulted in actions by both the NY and FL Supreme Courts to protect the integrity of such courts, to take actions to prevent further conflict by removing those previously in charge from the investigatory matters to new investigations with Supreme Court oversight. In fact, the Florida Supreme Court has already issued rulings to prevent destruction of files in the matter of a complaint lodged against Christopher Clark Wheeler of Proskauer Rose, LLP with The Florida Bar, the main protagonist to our filings with Boca PD, pending further orders from that court. NY Supreme Court Appellate Division: First Department has moved three attorney complaints, all involving those accused in our complaints, for reasons of conflict and appearance of impropriety, involving the past President of the NY Bar, Steven C. Krane and Chief Counsel of the Department, Thomas Cahill involved in the instances of conflict.

Strangely enough, after the meeting with Flechaus, I requested while I was at the station that Flechaus call you down so I could speak with you and he refused telling me I would have to call and schedule an appointment with you. I then asked where internal affairs was and was again told to call and make an appointment. Immediately upon my return home after basically being escorted out of the police station, Detective Flechaus called my home to tell me that I had no case. He stated that he contacted one of the accused parties to the stolen million dollars reported to Boca PD by the Company and that the accused, Bruce Prolow, had said that it was OK if his money was stolen from our company. Detective Flechaus reported that without Prolow testifying that it was stolen money we had no case???? This would be like calling a bank to tell them they no case against the robber because he stated that it was OK to steal the banks money. It also behooves one to wonder why Detective Flechaus began the investigation that day and in such a strange way.

Finally, after several calls, whereby I was intimated by claims from officers intercepting your calls that I might be in violation of having taped calls with Flechaus, which somehow was illegal and that I might be charged with some such crime, all makes me uncomfortable in trying to report a crime and get fair due process and proper procedure. Then finally,

Assistant Chief of Police, Jim Burke got on the line and stated that he was capable of taking your calls, taking over the investigation and would get back to us the next day. The next day he called to informed us that a meeting had been set with the Boca PD, the SEC and the FBI and asked if I would like to join, scheduled for tomorrow at 10:30am, to meet to discuss who would be handling which aspects of the case. When I spoke to Mr. Burke yesterday, I called asking for a conference call line or speakerphone so that my attorney in PA, who is severely disabled from a bus hitting him, be teleconferenced in and Mr. Burke asked if the attorney could call in after the meeting. I asked what good that would do and stated that I felt uncomfortable in such meeting without counsel. I asked if there was a problem and he stated he did not have a phone with speakerphone and would have to get back to me after trying to find one. He then asked who was coming from our side and I told him the attorney and the CEO would be flying in, if the SEC was attending but that they would have to know soon to book flights and we still have not heard back. What was strange is that the meeting was set telling us the SEC would be there with the FBI and yesterday he was unsure of the attendees and if the SEC would be there.

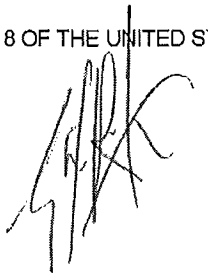
I am sure that from being told to contact the "combat unit" at the DA, to being told the SEC was investigating jointly with Boca PD and all the very strange events that are occurring, that you understand our fears that something does not seem right. I ask that you contact me directly, to clarify certain matters and assure me of a safe haven meeting tomorrow whereby I am not denied the opportunity to have counsel present based on lack of a speakerphone at the PD and the likes. I offer to bring my phone if possible. Also, we would like written affirmation that you are aware of the nexus of events and have direct oversight of these matters. Finally, we would like an assurance of who will be attending the meeting from these agencies.

Eliot I Bernstein
Founder, President & Inventor
561.364.4240
iviewit@adelphia.net

Iviewit Holdings, Inc.
10158 Stonehenge Circle
Suite 801
Boynton Beach, FL 33437-3546

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AN INVENTOR IS A MAN WHO LOOKS AROUND UPON THE WORLD, AND IS NOT CONTENT WITH THINGS AS THEY ARE; HE WANTS TO IMPROVE WHATEVER HE SEES; HE WANTS TO BENEFIT THE WORLD; HE IS HAUNTED BY AN IDEA; THE SPIRIT OF INVENTION POSSESSES HIM, SEEING MATERIALIZATION.

ALEXANDER GRAHAM BELL

Please note: Florida has a very broad public records law.

Most written communications to or from local officials regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

The City of Boca Raton scanned this outbound message for viruses, vandals and malicious content and found this message to be free of such content.

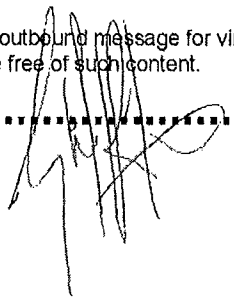


EXHIBIT E

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 8/8/08

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ELIOT I. BERNSTEIN, *et al.*,

Plaintiffs,

- against -

STATE OF NEW YORK, *et al.*,

Defendants.

OPINION AND ORDER

07 Civ. 11196 (SAS)

SHIRA A. SCHEINDLIN, U.S.D.J.:

I. INTRODUCTION

This action presents a dramatic story of intrigue, car bombing, conspiracy, video technology, and murder. In short, plaintiffs allege that hundreds of defendants engaged in a massive conspiracy to violate their civil rights and, in the process, contributed to the Enron bankruptcy and the presidency of George W. Bush. In plaintiffs' words:

> Plaintiffs depict a conspiratorial pattern of fraud, deceit, and misrepresentation, that runs so wide and so deep, that it tears at the very fabric, and becomes the litmus test, of what has come to be known as free commerce through inventors' rights and due process in this country, and in that the circumstances involve inventors' rights tears at the very fabric of the Democracy protected under the

Constitution of the United States.[1]

Defendants characterize the events quite differently:

> For many years, *pro se* Plaintiffs Eliot I. Bernstein and Plaintiff Stephen Lamont have engaged in a defamatory and harassing campaign . . . alleging an immense global conspiracy . . . . Although largely unintelligible, the [Amended Complaint] purports to describe a fantastic conspiracy among members of the legal profession, judges and government officials and private individuals and businesses to deprive plaintiffs of what they describe as their "holy grail" technologies.[2]

While I cannot determine which of these descriptions is more accurate, I can and do conclude that plaintiffs have failed to state a claim against any of the hundreds of defendants named in this action. For the reasons stated below, plaintiffs' claims are dismissed.

II. BACKGROUND

A. Facts

The following factual allegations, taken from the Amended Complaint, are accepted as true for purposes of this motion. Because the Complaint comprises more than one thousand paragraphs, the facts presented here

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[1] Amended Complaint ("Compl.") ¶ 7.

[2] Memorandum of Law in Support of the Proskauer Defendants' Motion to Dismiss, at 1.

are by necessity a summary and a selection of the most pertinent allegations.

1. Development and Theft of the Video Technology

The story begins in 1997, when plaintiff Eliot Bernstein and others[3] invented video technologies (the "Inventions").[4] The Inventions permit transmission of video signals using significantly less bandwidth than other technologies.[5] They also provide a way to "zoom almost infinitely on a low resolution file with clarity,"[6] something that is generally believed to be impossible. The Inventions were quickly incorporated into "almost every digital camera and present screen display device" and they "played a pivotal part in changing the Internet from a text based medium to a medium filled with magnificent images and video, thought prior to be impossible on the limited bandwidth of the Internet."[7] They are also used by DVDs, televisions, cable television broadcasting, certain

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[3] The other inventors apparently include Zakirul Shirajee, Jude Rosario, Jeffrey Friedstein, James F. Armstrong, and others. *See* Compl. ¶ 254. These individuals are not parties to this case.

[4] *See id.* ¶ 240.

[5] *See id.* ¶ 242.

[6] *Id.*

[7] *Id.* ¶¶ 241, 242.

websites, and "chips," presumably integrated circuits.[8]

In 1998, Bernstein's accountant, Gerald R. Lewin, suggested that Bernstein contact Albert T. Gortz, an attorney at Proskauer Rose LLP, regarding the Inventions.[9] Gortz, an estate planner, put Bernstein in contact with Proskauer partner Christopher C. Wheeler, a real estate attorney, who told Bernstein that he would determine whether Proskauer's New York office had partners with appropriate experience in patent law.[10] Several weeks later, they represented that partners Kenneth Rubenstein and Raymond A. Joao would secure patents for the Inventions and would perform other trademark, trade secret, and copyright work.[11] Apparently impressed by the Inventions, Proskauer agreed to accept 2.5% of the equity of Iviewit, Inc., the company that owned the Inventions, in return for its services.[12] Unbeknownst to Bernstein, Rubenstein and Joao did not at the time work for Proskauer.[13] Rubenstein subsequently joined Proskauer, but Joao

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8 *Id.* ¶ 244.

9 *See id.* ¶ 254.

10 *See id.*

11 *See id.* ¶¶ 254-255. While patents for the Inventions were apparently secured, those patents are currently suspended. *See id.* ¶ 282.

12 *See id.* ¶¶ 256-257.

13 *See id.* ¶ 258.

remained at the firm Meltzer Lippe Goldstein Wolf & Schlissel, P.C. ("MLG")[14]

Rubenstein was also counsel to MPEGLA LLC, one of the largest users of the Inventions. When he was hired by Proskauer, MPEGLA became Proskauer's client. MPEGLA bundled the Inventions in with other technologies that they license, but did not pay Iviewit any royalties.[15] In fact, plaintiffs allege that Rubenstein was part of a scheme to steal the Inventions.[16] Apparently as part of this scheme, Joao filed for more than ninety related patents in his own name.[17] Then, to mask the theft, Proskauer created numerous illegitimate companies with names similar to that of Iviewit in various jurisdictions (the "Similar Companies").[18] Proskauer filed defective patent applications for Iviewit and valid applications for the Similar Companies.[19]

Proskauer then brought in representatives from Real (a consortium that at the time comprised Intel; Silicon Graphics, Inc.; and Lockheed Martin, and

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14 *See id.* ¶ 261.

15 *See id.* ¶ 262.

16 *See id.* ¶ 268.

17 *See id.* ¶ 270.

18 *See id.* ¶ 273. Many of these companies have been named as defendants.

19 *See id.* ¶ 274.

that was later acquired by Intel).[20] Real made use of the Inventions without first arranging for a license from Iviewit.[21] Proskauer required Real and other interested parties to sign non-disclosure agreements, but did not enforce these agreements.[22]

Proskauer also distributed the Inventions to Enron Broadband. Enron "booked enormous revenue through [Enron Broadband] without a single movie to distribute," but because they lost use of the Inventions, the deal "collapsed over night causing massive losses to Enron investors" – indeed, plaintiffs allege that this may be "one of the major reasons for Enron's bankruptcy."[23]

Meanwhile, Proskauer pursued investors for the Similar Companies. Using fraudulent documents, they secured millions of dollars from the Small Business Administration, Goldman Sachs, Gruntal & Co., Wachovia Securities, and various others,[24] including defendant Huizenga Holdings, Inc.[25] Plaintiffs also

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20 *See id.* ¶ 277.

21 *See id.* ¶ 278.

22 *See id.* ¶ 297.

23 *Id.* ¶¶ 358, 361, 363.

24 *See id.* ¶¶ 284, 316-318.

25 *See id.* ¶ 276.

allege that in March of 2001, the Tiedemann Investment Group ("TIG") invested several hundred thousand dollars in the Similar Companies.[26] Plaintiffs suggest that some of this money may have been stolen.[27]

2. Discovery of the Theft

Almost immediately after Joao began work on the patents, Bernstein discovered that Joao had made changes to the patent applications after they were signed. Bernstein forced Joao to fix the applications, mailed them, and then dismissed Joao.[28] Joao was replaced by William J. Dick, Douglas A. Boehm, and Steven C. Becker of Foley & Lardner LLP ("Foley").[29] But they too filed false papers, not only with the U.S. Patent and Trademark Office ("PTO"), but with various foreign patent offices.[30]

Bernstein began to discover the full extent of the scheme. To ensure Bernstein's silence, Brian G. Utley, President of one of the Similar Companies, flew to Iviewit's California office and told Bernstein that "if he did not shut up

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26 *See id.* ¶ 295.

27 *See id.*

28 *See id.* ¶¶ 301-303.

29 *See id.* ¶ 307.

30 *See id.* ¶ 311.

about what was discovered . . . that he and law firms [sic] would destroy him, his family and his companies."[31] Utley explained that if he were not made CEO, Bernstein and his family would be in danger from Proskauer and from Foley.[32] In response, Bernstein told his wife and children to flee their home.[33] Bernstein also attempted to have all corporate records from Iviewit's Florida office shipped to California, though defendants were able to destroy many of those documents before they could be shipped.[34] Utley and Michael Reale, Vice President of Operations for one of the Similar Companies, told Iviewit's Florida employees that they were fired and should join the Similar Companies.[35] Utley and Reale also stole equipment that belonged to Iviewit, leading to the filing of charges with the Boca Raton Police Department.[36] Not satisfied with threats, defendants blew

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31 *Id.* ¶ 287.

32 *See id.* ¶ 337.

33 *See id.* ¶ 338.

34 *See id.* ¶ 348.

35 *See id.* ¶ 352.

36 The department apparently failed to investigate these charges, and Bernstein has filed a corruption charge with the department's Chief and with internal affairs. *See id.* ¶ 356.

up Bernstein's car.[37] Fortunately for Bernstein, he was not in the vehicle at the time.[38]

Plaintiffs contacted the New York Attorney General's Office and requested that the Attorney General and the New York State Disciplinary Committee open an investigation into the actions of these attorneys.[39] "For his failure to respond to the earlier complaints, former [New York Attorney General] Eliot Spitzer and [the New York Attorney General] have also been included herein as defendants . . . ."[40]

Meanwhile, in the year 2000, Arthur Andersen LLP began an audit of the Similar Companies.[41] Arthur Andersen discovered some of these irregularities and requested clarifying information from certain parties, including Proskauer, which provided false information to prevent Arthur Andersen from discovering the full extent of the fraud.[42]

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37 *See id.* ¶ 288.

38 *See id.*

39 *See id.* ¶ 319.

40 *Id.* ¶ 320.

41 *See id.* ¶ 321.

42 *See id.* ¶¶ 323-324.

Bernstein also discovered a federal bankruptcy action filed in the Southern District of Florida.[43] In this case, defendant RYJO Inc., a subcontractor for Intel and Real, was attempting to steal some of the Inventions.[44] Defendant Houston & Shady, P.A. were counsel to Intel and Real in this action, which was filed in 2001.[45] This case was dropped after it was discovered by Iviewit.[46]

Bernstein also learned of *Proskauer Rose LLP v. Iviewit.com, Inc.*,[47] an action in Florida state court presided over by defendant the Hon. Jorge Labarga, Justice of the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida.[48] Bernstein and Iviewit fired the attorneys who claimed to be representing Iviewit, Sachs Saxs & Klein, P.A., and retained new counsel, Steven Selz and Schiffrin Barroway Topaz & Kessler, LLP ("SBTK"), to represent the Iviewit companies in these actions.[49] Unfortunately for Iviewit, SBTK joined in

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43 This is alleged to be case no. 01-33407-BKC-SHF.

44 *See* Compl. ¶¶ 369, 371.

45 *See id.* ¶ 443.

46 *See id.* ¶ 426.

47 No. CA 01-04671 AB10 (15th Jud. Cir. Ct., Palm Beach Co., Fla.).

48 *See* Compl. ¶ 377.

49 *See id.* ¶ 380.

the conspiracy with Proskauer.[50]

The Complaint also alleges that Justice Labarga was part of the conspiracy and finds substantial fault with his handling of the case.[51] In fact, plaintiffs suggests that the Iviewit case may have distracted Justice Labarga from his work on *Bush v. Gore*, leading possibly to its result.[52] Labarga granted a default judgment against Iviewit.[53]

In 2003, Plaintiffs filed a complaint with the Florida Bar that alleges Wheeler and Proskauer violated various ethical rules.[54] However, the Florida Bar failed to give the complaints due consideration.[55] Plaintiffs therefore appealed to

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50 *See id.* ¶ 390.

51 *See, e.g., id.* ¶ 402.

52 *See id.* ¶ 394 ("That on information and belief, it then became apparent that Labarga was not only part of the conspiracy but in the words of the Supreme Court Justice, Sandra Day O'Connor, in relation to the Florida Supreme Court election recount in the Bush v. Gore presidential election that Labarga was central too [sic], that he was 'off on a trip of his own...,' perhaps referring to the Iviewit Companies matters which were consuming him at the same time.") (quoting Jan Crawford Greenburg, *Supreme Conflict: The Inside Story of the Struggle for Control of the United States Supreme Court* (2007)).

53 *See id.* ¶ 414.

54 *See id.* ¶ 544.

55 *See id.* ¶ 547.

the Florida Supreme Court,[56] but that court closed the case "without explanation or basis in law."[57] The events involving Florida lasted from Spring 2003 to Spring 2004.[58]

3. Further Cover-up

As mentioned earlier, plaintiffs had filed complaints with the New York Appellate Division, First Department Disciplinary Committee ("1st DDC") against Rubenstein, Joao, and Proskauer itself. But Proskauer arranged for defendant Steven C. Krane, a partner at Proskauer and member of the 1st DDC, to have the complaints delayed and then dismissed.[59] Plaintiffs discovered Krane's involvement on May 20, 2004.[60] They filed a complaint against Krane with the 1st DDC. Believing Krane to be conflicted in his representation of Proskauer, plaintiffs contacted Catherine O'Hagan Wolfe, then the Clerk of the First Department, but the First Department took no action, allegedly because of the

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56 *See id.* ¶ 595.

57 *Id.* ¶ 600. The Florida Supreme Court denied Bernstein's appeal in 2005 in a one-line decision. *See Bernstein v. The Florida Bar*, 902 So. 2d 789, 789 (Fla.) (table decision) ("Disposition: All Writs den."), *cert. denied*, 546 U.S. 1040 (2005).

58 *See* Compl. ¶ 607.

59 *See id.* ¶ 612.

60 *See id.* ¶ 610.

involvement of the judges of the First Department in the conspiracy.[61]

In July of 2004, Plaintiffs filed a formal complaint with the First Department.[62] The First Department voted to begin investigating Rubenstein, Proskauer, Krane, MLG, and Joao and transferred the investigation to the Second Department Disciplinary Committee ("2d DDC"), which refused to pursue it.[63] Plaintiffs also contacted defendant the Hon. Judith Kaye, Chief Judge of the New York Court of Appeals, but "she failed to intervene . . . ."[64]

Plaintiffs also requested an investigation by the New York Lawyers' Fund for Client Protection. It declined because it too was controlled by the conspiracy.[65] Plaintiffs had a similar experience with the State of New York Commission of Investigation.[66] They then contacted Eliot Spitzer, then-Attorney General of the State of New York, but he too conspired with defendants and

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61 *See id.* ¶ 624.

62 *See id.* ¶ 646.

63 *See id.* ¶ 650.

64 *Id.* ¶ 686.

65 *See id.* ¶ 688.

66 *See id.* ¶ 687.

refused to investigate.[67] Similar inquiries with the Virginia State Bar were unsuccessful.[68]

B. Claims

Plaintiffs allege that the conspiracy violated their rights to due process pursuant to the Fifth and Fourteenth Amendments (count one).[69] They also allege antitrust activity in violation of sections 1 and 2 of Title 15 of the United States Code (count two).[70] They further charge violation of Title VII of the Civil Rights Act of 1964 (count three)[71] and the Racketeering and Corrupt Organizations Act (count four).[72] In addition, plaintiffs allege a series of state law claims, including legal malpractice, breach of contract, tortious interference, negligent interference with contractual rights, fraud, breach of fiduciary duties, misappropriation of funds, and conversion. For each count, plaintiffs request one trillion dollars in compensatory damages and punitive damages. Plaintiffs also

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67 *See id.* ¶ 689.

68 *See id.* ¶ 692.

69 *See id.* ¶¶ 1067-1070.

70 *See id.* ¶¶ 1071-1074.

71 *See id.* ¶¶ 1075-1078.

72 *See id.* ¶¶ 1079-1082.

request an injunction to prevent the unauthorized use of the Inventions, although they acknowledge that "the granting of this prayer for relief, effectively, halts the transmission of and viewing of video as we know it . . . ."[73] They further request that the Court appoint a federal monitor to oversee the operations of the First and Second Department Disciplinary Committees, the Florida Bar, the United States Patent and Trademark Office, the Federal Bureau of Investigation, the United States Attorney's Office, and the Virginia Bar Association.[74] Plaintiffs further seek an injunction to correct all past wrongdoing and ask the Court to request the Attorney General to institute civil or criminal proceedings.

The precise basis for plaintiffs' first claim is unclear. They allege:

> The conspiratorial actions of the defendants in sabotaging IP applications through fraud and theft, and the ensuing white washing of attorney complaints by the defendants and other culpable parties both known and unknown with scienter, thereby continuing the violation of Plaintiffs inventive rights is contrary to the inventor clause of the Constitution of the United States as stated in Article 1, Section 8, Clause 8, and the due process clauses of the Fifth Amendment to the Constitution of the United States, and Fourteenth Amendment to the Constitution of the United States.[75]

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73 *Id.* ¶ XIII.

74 *See id.* ¶ XIV.

75 *Id.* ¶ 1069.

In the interest of construing the Complaint liberally, the Court will assume that plaintiffs mean to plead due process violations and a violation of the Patent Clause.

III. APPLICABLE LAW

A. Standard of Review

"Federal Rule of Civil Procedure 8(a)(2) requires . . . 'a short and plain statement of the claim showing that the pleader is entitled to relief.'"[76] When deciding a defendant's motion to dismiss under Rule 12(b)(6), courts must "accept as true all of the factual allegations contained in the complaint"[77] and "draw all reasonable inferences in plaintiff's favor."[78] Likewise, when deciding a motion for judgment on the pleadings, a court "must accept all allegations in the complaint as true and draw all inferences in the non-moving party's favor."[79]

Nevertheless, to survive a Rule 12(b)(6) motion to dismiss, the

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[76] *Erickson v. Pardus*, — U.S. —, 127 S. Ct. 2197, 2200 (2007) (quoting Fed. R. Civ. P. 8(a)(2)).

[77] *Bell Atl. Corp. v. Twombly*, — U.S. —, 127 S. Ct. 1955, 1964 (2007).

[78] *Ofori-Tenkorang v. American Int'l Group*, 460 F.3d 296, 298 (2d Cir. 2006).

[79] *Patel v. Contemporary Classics of Beverly Hills*, 259 F.3d 123, 126 (2d Cir. 2001) (citing *Irish Lesbian & Gay Org. v. Giuliani*, 143 F.3d 638, 644 (2d Cir. 1998)).

allegations in the complaint must meet the standard of "plausibility."[80] Although the complaint need not provide "detailed factual allegations,"[81] it must "amplify a claim with some factual allegations . . . to render the claim *plausible*."[82] The test is no longer whether there is "'no set of facts [that plaintiff could prove] which would entitle him to relief.'"[83] Rather, the complaint must provide "the grounds upon which [the plaintiff's] claim rests through factual allegations sufficient 'to raise a right to relief above the speculative level.'"[84]

Although this Court must take the plaintiff's allegations as true, "the claim may still fail as a matter of law . . . if the claim is not legally feasible."[85] In

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80 *Bell Atl.*, 127 S. Ct. at 1970.

81 *Id.* at 1964. *See also ATSI Commc'ns v. Shaar Fund, Ltd.*, 493 F.3d 87, 98 n.2 (2d Cir. 2007) (applying the standard of plausibility outside *Bell Atlantic*'s anti-trust context) .

82 *Iqbal v. Hasty*, 490 F.3d 143, 157-58 (2d Cir. 2007) (holding that the plaintiff's complaint adequately alleged the personal involvement of the Attorney General because it was plausible that officials of the Department of Justice would be aware of policies concerning individuals arrested after the events of September 11, 2001).

83 *Bell Atl.*, 127 S. Ct. at 1968 (quoting *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957)).

84 *ATSI Commc'ns*, 493 F.3d at 98 (quoting *Bell Atl.*, 127 S. Ct. at 1965).

85 *Allaire Corp. v. Okumus*, 433 F.3d 248, 250 (2d Cir. 2006).

addition, "bald assertions and conclusions of law will not suffice."[86]

Courts must construe pro se complaints liberally.[87] However, a litigant's pro se status does not exempt him from compliance with the relevant rules of procedural and substantive law.[88]

B. Rule 8(a)

"[T]he principal function of pleadings under the Federal Rules is to give the adverse party fair notice of the claim asserted so as to enable him to answer and prepare for trial."[89] "The statement should be short because '[u]nnecessary prolixity in a pleading places an unjustified burden on the court and the party who must respond to it because they are forced to select the relevant material from a mass of verbiage.'"[90]

If a pleading fails to comply with Rule 8(a), the court may strike

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[86] *Law Offices of Curtis V. Trinko, L.L.P. v. Bell Atl. Corp.*, 309 F.3d 71, 74 (2d Cir. 2002) (quotation omitted).

[87] *See Lerman v. Board of Elections in the City of N.Y.*, 232 F.3d 135, 140 (2d Cir. 2000). *See also Haines v. Kerner*, 404 U.S. 519, 596 (1972) (providing that courts should hold "allegations of [] pro se complaint[s] . . . to less stringent standards than formal pleadings drafted by lawyers.").

[88] *See Traguth v. Zuck*, 710 F.2d 90, 95 (2d Cir. 1983).

[89] *Salahuddin v. Cuomo*, 861 F.2d 40, 42 (2d Cir. 1988).

[90] *Id.* (quoting C. Wright & A. Miller, 5 *Federal Practice and Procedure* § 1281 (1969)).

redundant or immaterial portions or, if "the complaint is so confused, ambiguous, vague, or otherwise unintelligible that its true substance, if any, is well disguised," dismiss the complaint entirely.[91] It is generally an abuse of discretion to deny leave to amend when a complaint is dismissed for this reason.[92]

C. Civil Rights Claims

1. Constitutional Cause of Action

Plaintiffs have alleged that defendants violated their rights pursuant to the Fifth and Fourteenth Amendments. Typically such claims are brought under section 1983 of Title 42 of the United States Code. However, plaintiffs have apparently alleged direct violations of their constitutional rights.

The Supreme Court has permitted a direct cause of action for violation of a constitutional right in certain circumstances. For example, in some circumstances plaintiffs can sue for violations of the Fourth Amendment by the federal government.[93] But such actions are not permitted if "Congress has

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91 *Id.*

92 *See id.* (citing *Gordon v. Green*, 602 F.2d 743, 745-47 (5th Cir. 1979), in which the court ruled that plaintiffs should have been given leave to amend a 4000-page complaint) (other citations omitted).

93 *See Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971).

provided an alternative remedy which it explicitly declared to be a substitute for recovery directly under the Constitution and viewed as equally effective."[94]

"The availability of a § 1983 action precludes an action for direct relief under the constitution."[95] Because a section 1983 action is available here, plaintiffs' direct constitutional claims are dismissed.[96]

However, "[s]ince the two causes of action are virtually identical, it would be most unfair to [these] pro se plaintiff[s] and entirely unnecessary, to dismiss [their] direct constitutional action without leave to replead the exact same constitutional violation in the guise of a Section 1983 action."[97] Such a result would be a waste of time and energy. Instead, I deem the Complaint to have pled

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[94] *Carlson v. Green*, 446 U.S. 14, 18-19 (1980) (citing *Bivens*, 403 U.S. at 397).

[95] *Gleason v. McBride*, 715 F. Supp. 59, 62-63 (S.D.N.Y. 1988) (citing *Turpin v. Mailet*, 591 F.2d 426, 427 (2d Cir. 1979); *Williams v. Bennett*, 689 F.2d 1370, 1390 (11th Cir. 1982); *Tarpley v. Greene*, 684 F.2d 1, 10-11 (D.C. Cir. 1982); *Ward v. Caulk*, 650 F.2d 1144, 1147 (9th Cir. 1981)), *rev'd in part on other grounds*, 869 F.2d 688 (2d Cir. 1989)).

[96] Plaintiffs have alleged that certain defendants, who are non-state actors, violated their rights under the Fifth and Fourteenth Amendments. Neither a section 1983 action nor a direct constitutional action is available against these defendants because the conduct of non-state actors is not governed by those amendments. Both a direct due process claim and a section 1983 claim require state action.

[97] *Lombard v. Board of Educ. of the City of N.Y.*, 784 F. Supp. 1029, 1035 (E.D.N.Y. 1992).

a claim pursuant to section 1983.

2. Section 1983

Section 1983 "does not create a federal right or benefit; it simply provides a mechanism for enforcing a right or benefit established elsewhere."[98] In order to state a claim under section 1983, a plaintiff must show that the conduct complained of was committed by a person or entity acting under color of state law, and that the conduct deprived a person of rights, privileges, or immunities secured by the Constitution.[99]

The statute of limitations for an action under section 1983 is three years.[100] "Although federal law determines when a section 1983 claim accrues, state tolling rules determine whether the limitations period has been tolled, unless state tolling rules would 'defeat the goals' of section 1983."[101] In New York, "the doctrines of equitable estoppel and equitable tolling can prevent a defendant from

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[98] *Morris-Hayes v. Board of Educ. of Chester Union Free Sch. Dist.*, 423 F.3d 153, 159 (2d Cir. 2005) (citing *Oklahoma City v. Tuttle*, 471 U.S. 808, 816 (1985)).

[99] *See Palmieri v. Lynch*, 392 F.3d 73, 78 (2d Cir. 2004).

[100] *See Patterson v. County of Oneida, N.Y.*, 375 F.3d 206, 225 (2d Cir. 2004).

[101] *Abbas v. Dixon*, 480 F.3d 636, 641 (2d Cir. 2007) (quoting *Pearl v. City of Long Beach*, 296 F.3d 76, 80 (2d Cir. 2002)).

pleading the statute of limitations as a defense where, by fraud, misrepresentation, or deception, he or she had induced the plaintiff to refrain from filing a timely action."[102] "Equitable estoppel is applicable where the plaintiff knew of the existence of the cause of action, but the defendant's misconduct caused the plaintiff to delay in bringing suit. Equitable tolling, on the other hand, is applicable where the defendant has wrongfully deceived or misled the plaintiff in order to conceal the existence of a cause of action."[103]

3. The Right to an Investigation

"[T]he Due Process Clauses generally confer no affirmative right to governmental aid, even where such aid may be necessary to secure life, liberty, or property interests of which the government itself may not deprive the individual."[104] "[C]ourts within the Second Circuit have determined that '[t]here is . . . no constitutional right to an investigation by government officials.'"[105] Thus,

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[102] *Kotlyarsky v. New York Post*, 757 N.Y.S.2d 703, 706 (Sup. Ct. Kings Co. 2003) (citing *Simcuski v. Saeli*, 44 N.Y.2d 442, 406 (2d Dep't 1978)) (other citations omitted). *Accord Holmberg v. Armbrecht*, 327 U.S. 392, 396-97 (1946) (explaining that a statute of limitations will be tolled if material facts are concealed).

[103] *Kotlyarsky*, 757 N.Y.S.2d at 707 (citations omitted).

[104] *DeShaney v. Winnebago Soc. Servs.*, 489 U.S. 189, 196 (1989).

[105] *Nieves v. Gonzalez*, No. 05 Civ. 17, 2006 WL 758615, at *4 (W.D.N.Y. Mar. 2, 2006) (quoting *Bal v. City of New York*, No. 94 Civ. 4450,

there is no constitutional violation where the government refuses to investigate a crime, allegations of patent fraud, or an attorney ethics grievance.[106]

D. The Sherman Act

The Sherman Act, which forbids certain monopolistic practices, provides that actions under the Act "shall be forever barred unless commenced within four years after the cause of action accrued."[107] "Generally, a cause of action accrues and the statute begins to run when a defendant commits an act that injures a plaintiff's business."[108]

E. Racketeer Influenced and Corrupt Organizations ("RICO")

A plaintiff claiming a civil RICO violation must allege each of the claim's elements, including "(1) conduct, (2) of an enterprise, (3) through a pattern (4) of racketeering activity."[109] In considering civil RICO claims, a court must be

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1995 WL 46700, at *2 (S.D.N.Y. Feb. 7), *aff'd*, 99 F.3d 402 (2d Cir. 1995)) (alterations in *Nieves*).

[106] *See Longi v. County of Suffolk*, No. CV-02-5821, 2008 WL 858997, at *6 (E.D.N.Y. Mar. 27, 2008) ("[T]here is no constitutional right to an investigation by government officials.").

[107] 15 U.S.C. § 15b.

[108] *Zenith Radio Corp. v. Hazeltine Research, Inc.*, 401 U.S. 321, 338 (1971).

[109] *Anatian v. Coutts Bank (Switzerland) Ltd.*, 193 F.3d 85, 88 (2d Cir. 1999) (citing *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479, 496 (1985)).

mindful of the devastating effect such claims may have on defendants.[110] Civil RICO should not be used to transform a "garden variety fraud or breach of contract case[] . . . into a vehicle for treble damages."[111] The statute of limitations for civil RICO claims is four years.[112]

F. Immunity

1. The Eleventh Amendment

The Eleventh Amendment to the United States Constitution provides that "[t]he Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of any Foreign

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[110] *See Kirk v. Heppt*, No. 05 Civ. 9977, 2006 WL 689510, at *2 (S.D.N.Y. Mar. 20, 2006) ("Because the mere assertion of a RICO claim . . . has an almost inevitable stigmatizing effect on those named as defendants, . . . courts should strive to flush out frivolous RICO allegations at an early stage of the litigation.") (citations and quotation marks omitted).

[111] *Goldfine v. Sichenzia*, 118 F. Supp. 2d 392, 394 (S.D.N.Y. 2000). *Accord Kirk*, 2006 WL 689510, at *2 (observing that courts "must be wary of putative civil RICO claims that are nothing more than sheep masquerading in wolves' clothing"); *Schmidt v. Fleet Bank*, 16 F. Supp. 2d 340, 346 (S.D.N.Y. 1998) (noting that because civil RICO "is an unusually potent weapon – the litigation equivalent of a thermonuclear device . . . courts must always be on the lookout for the putative RICO case that is really nothing more than an ordinary fraud case clothed in the Emperor's trendy garb").

[112] *Agency Holding Corp. v. Malley-Duff & Assocs.*, 483 U.S. 143, 156 (1987).

State." Because the States have sovereign immunity against claims in federal court, a private citizen cannot sue a State unless the State has consented or Congress has abrogated that immunity.[113] "This jurisdictional bar also immunizes a state entity that is an 'arm of the State,' including, in appropriate circumstances, a state official acting in his or her official capacity."[114]

However, under the rule of *Ex parte Young*,[115] "'a plaintiff may sue a state official acting in his official capacity – notwithstanding the Eleventh Amendment – for prospective, injunctive relief from violations of federal law.'"[116] This relief requires that there be an ongoing violation of federal law.[117]

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[113] *See Seminole Tribe of Fla. v. Florida*, 517 U.S. 44, 54 (1996). Although the text of the Amendment suggests that it does not prohibit a citizen from suing his own state in federal court, the Supreme Court has explained that the Amendment clarifies that the States enjoy broad sovereign immunity, including immunity in federal court from suits brought by their citizens. *See Hans v. Louisiana*, 134 U.S. 1 (1890).

[114] *In re Deposit Ins. Agency*, 482 F.3d 612, 617 (2d Cir. 2007) (citing *Northern Ins. Co. of N.Y. v. Chatham County, Ga.*, 547 U.S. 189 (2006); *Edelman v. Jordan*, 415 U.S. 651, 663 (1974)).

[115] 209 U.S. 123 (1908).

[116] *State Employees Bargaining Agent Coal. v. Rowland*, 494 F.3d 71, 95 (2d Cir. 2007) (quoting *In re Deposit Ins. Agency*, 482 F.3d at 617).

[117] *See id.* at 96 ("We are specifically required by *Ex parte Young* to examine whether there exists an ongoing violation of federal law.") (citing *Verizon Md., Inc. v. Public Serv. Comm'n of Md.*, 535 U.S. 635, 645 (2002)).

"Although the Supreme Court has not specifically ruled on this burden question, circuit courts that have done so have unanimously concluded that 'the entity asserting Eleventh Amendment immunity has the burden to show that it is entitled to immunity.'"[118] To determine whether a state agency is entitled to immunity under the Eleventh Amendment, the Second Circuit has prescribed six factors: "'(1) how the entity is referred to in the documents that created it; (2) how the governing members of the entity are appointed; (3) how the entity is funded; (4) whether the entity's function is traditionally one of local or state government; (5) whether the state has a veto power over the entity's actions; and (6) whether the entity's obligations are binding upon the state.'"[119] If these are not dispositive, "a court focuses on the twin reasons for the Eleventh Amendment: (1) protecting the dignity of the state, and (2) preserving the state treasury."[120] "If the outcome still remains in doubt, then whether a judgment against the governmental entity would be paid out of the state treasury generally determines the application of

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[118] *Woods v. Rondout Valley Central School Dist. Bd of Educ.*, 466 F.3d 232, 237 (2d Cir. 2006) (quoting *Gragg v. Kentucky Cabinet for Workforce Dev.*, 289 F.3d 958, 963 (6th Cir. 2002) (citations omitted)).

[119] *Id.* at 240 (quoting *Mancuso v. New York State Thruway Auth.*, 86 F.3d 289, 293 (2d Cir. 1996)).

[120] *Id.* (citing *Mancuso*, 86 F.3d at 293).

Eleventh Amendment immunity."[121]

2. Judicial Immunity

Judges have absolute immunity from suits for acts performed in their judicial capacities. Even if a judge acts maliciously, a litigant's remedy is to appeal, not to sue the judge. Judicial immunity can be overcome only where a judge completely lacks jurisdiction over the subject matter. This immunity also extends to the institution of the court itself, as well as its supporting offices.

It is "well-established that officials acting in a judicial capacity are entitled to absolute immunity against § 1983 actions, and this immunity acts as a complete shield to claims for money damages."[122] "Absolute immunity extends not only to judges and prosecutors, but also to officials who perform functions closely associated with the judicial process, including parole board officials conducting parole hearings, federal hearing examiners, administrative law judges, and law clerks."[123]

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[121] *Id.* at 241.

[122] *Montero v. Travis*, 171 F.3d 757, 760 (2d Cir. 1999).

[123] *Roe v. Johnson*, 334 F. Supp. 2d 415, 423 (S.D.N.Y. 2004) (citing *Cleavinger v. Saxner*, 474 U.S. 193, 200 (1985) (hearing examiners and administrative law judges); *Montero*, 171 F.3d at 760 (parole board officials); *Oliva v. Heller*, 839 F.2d 37, 40 (2d Cir. 1988) (law clerks)).

Judicial immunity was created "for the benefit of the public, whose interest it is that the judges should be at liberty to exercise their functions with independence and without fear of consequences."[124] "Thus, if the relevant action is judicial in nature, the judge is immune so long as it was not taken in the complete absence of jurisdiction."[125] Quasi-judicial immunity protects administrative officers who act in a judicial manner.[126] Attorney disciplinary proceedings are "judicial in nature,"[127] so the presiding officers are protected by absolute immunity. However, neither judicial immunity nor quasi-judicial immunity bars a claim for prospective injunctive relief.[128]

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[124] *Pierson v. Ray*, 386 U.S. 547, 554 (1967).

[125] *Huminski v. Corsones*, 396 F.3d 53, 75 (2d Cir. 2005). *Accord Stump v. Sparkman*, 435 U.S. 349, 356-57 (1978) ("A judge will not be deprived of immunity because the action he took was in error, was done maliciously, or was in excess of his authority; rather, he will be subject to liability only when he has acted in the 'clear absence of all jurisdiction.'").

[126] *See Sassower v. Mangano*, 927 F. Supp. 113, 120 (S.D.N.Y. 1996) ("Under the doctrine of quasi-judicial immunity, absolute immunity extends to administrative officials performing discretionary acts of a judicial nature.").

[127] *Middlesex County Ethics Comm. v. Garden State Bar Assoc.*, 457 U.S. 423, 433-34 (1982) ("It is clear beyond doubt that the New Jersey Supreme Court considers its bar disciplinary proceedings as 'judicial' in nature.").

[128] *See Pulliam v. Allen*, 466 U.S. 522, 541-42 (1984) ("We conclude that judicial immunity is not a bar to prospective injunctive relief against a judicial officer acting in her judicial capacity.").

3. Qualified Immunity

The doctrine of qualified immunity protects government officials from civil liability if the officials' conduct "'does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.'"[129] Qualified immunity balances "'the need . . . to hold responsible public officials exercising their power in a wholly unjustified manner and . . . [the need] to shield officials responsibly attempting to perform their public duties in good faith from having to explain their actions to the satisfaction of a jury.'"[130] Qualified immunity "provides ample protection to all but the plainly incompetent or those who knowingly violate the law."[131] Qualified immunity is "a defense afforded only to individuals – not municipalities or municipal agencies."[132] "[A]n official sued in his official capacity may not take advantage of a qualified

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[129] *Velez v. Levy*, 401 F.3d 75, 100 (2d Cir. 2005) (quoting *Harlow v. Fitzgerald*, 457 U.S. 800, 818 (1982)).

[130] *Locurto v. Safir*, 264 F.3d 154, 162-63 (2d Cir. 2001) (quoting *Kaminsky v. Rosenblum*, 929 F.2d 922, 924-25 (2d Cir. 1991)).

[131] *Malley v. Briggs*, 475 U.S. 335, 341 (1986).

[132] *Williams v. City of Mount Vernon*, 428 F. Supp. 2d 146, 153 n.2 (S.D.N.Y. 2006).

immunity defense."[133]

There are three steps in a qualified immunity analysis. The court first must determine whether, "taken in the light most favorable to the party asserting the injury . . . the officer's conduct violated a constitutional right . . . ."[134] If there is no constitutional violation, the defendant is not liable and the court need not proceed further. If, however, the plaintiff proves a constitutional violation, the court moves to the second step, which asks whether or not, at the time of the violation, the law prohibiting the defendant's conduct was clearly established.[135] If the violated right was not clearly established, the officer is immunized from liability. "Clearly established" means: "(1) the law is defined with reasonable clarity, (2) the Supreme Court or Second Circuit has recognized the right, and (3) 'a reasonable defendant [would] have understood from the existing law that [his] conduct was unlawful.'"[136] If the law prohibiting defendant's conduct was clearly established, the court moves to the final step in the analysis, which asks whether

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[133] *Mitchell v. Forsyth*, 472 U.S. 511, 556 n.10 (1985) (Brennan, J., concurring in part and dissenting in part) (citing *Brandon v. Holt*, 469 U.S. 464, 472-73 (1985)).

[134] *Saucier v. Katz*, 533 U.S. 194, 201 (2001).

[135] *See id.*

[136] *Anderson v. Recore*, 317 F.3d 194, 197 (2d Cir. 2003) (quoting *Young v. County of Fulton*, 160 F.3d 899, 903 (2d Cir. 1998)) (alterations in *Anderson*).

or not "'it was objectively reasonable for [the defendant] to believe that his actions were lawful at the time of the challenged act.'"[137] An official's conduct is objectively unreasonable, and not eligible for qualified immunity, "when no officer of reasonable competence could have made the same choice in similar circumstances."[138]

G. The *Rooker-Feldman* Doctrine

In *Rooker v. Fidelity Trust Co.*, the Supreme Court held that federal district courts "lacked the requisite appellate authority, for their jurisdiction was 'strictly original.' Among federal courts, the *Rooker* Court clarified, Congress had empowered only [the Supreme Court] to exercise appellate authority 'to reverse or modify' a state-court judgment."[139] In *District of Columbia Court of Appeals v. Feldman*, the Court further clarified that state court proceedings that were "judicial in nature" were reviewable only by the Supreme Court or by the highest court of

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[137] *Anthony v. City of N.Y.*, 339 F.3d 129, 137 (2d Cir. 2003) (quoting *Lennon v. Miller*, 66 F.3d 416, 420 (2d Cir. 1995)).

[138] *Id.* at 138 (quotation marks omitted).

[139] *Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*, 544 U.S. 280, 284 (2005) (internal citations omitted). *Accord Rooker v. Fidelity Trust Co.*, 263 U.S. 413, 416 (1923).

the state.[140] A denial of bar admission to two men who had not graduated from ABA accredited law schools by the Court of Appeals for the District of Columbia was considered a proceeding that was "judicial in nature" by the *Feldman* Court, and therefore not reviewable by the district court.[141]

IV. DISCUSSION

A. Failure to Allege Wrongdoing

Plaintiffs allege that a large number of defendants are involved in either the conspiracy or some other wrongdoing. However, many of these allegations are entirely conclusory. Plaintiffs simply fail to allege any facts that suggest wrongdoing. In many cases, plaintiffs infer a defendant's participation in the conspiracy from the defendant's refusal to investigate that conspiracy.[142] Plaintiffs have named other individuals as defendants without any explanation. In the absence of specific factual allegations as to the actions a defendant took to

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[140] *District of Columbia Court of Appeals v. Feldman*, 460 U.S. 462, 476 (1983). *Accord Exxon Mobil*, 544 U.S. at 285.

[141] *Feldman*, 460 U.S. at 479-82.

[142] *See, e.g.*, Compl. ¶ 743 ("After being apprized of the illegal activities by Iviewit Companies, none of the defendants in public office positions charged with investigating as defined herein made reasonable effort [sic] to investigate report or remedy the illegal activities, therefore engaging in a conspiracy by condoning the activities through their inactions.").

incur liability that are sufficient to put the defendant on notice of what conduct is at issue, claims against that defendant must be dismissed.[143] All claims against the defendants listed in Appendix A are dismissed because they are not alleged to have engaged in wrongful conduct.

B. Immunity

1. The Eleventh Amendment

Neither the State of New York, the Commonwealth of Virginia, nor the State of Florida has consented to be sued in this action, and Congress has not abrogated state immunity for plaintiffs' claims. Therefore, this Court has no jurisdiction to hear any claims against the States. All claims against the States of New York and Florida and the Commonwealth of Virginia are therefore dismissed. The Florida Supreme Court is an arm of the State of Florida.[144] The Appellate Divisions of the New York State Supreme Court are arms of the State of New York.[145] Therefore, all claims against these defendants are dismissed.

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[143] *See Leibowitz v. Cornell Univ.*, 445 F.3d 586, 591 (2d Cir. 2006) ("[A] plaintiff is required only to give a defendant fair notice of what the claim is and the grounds upon which it rests.").

[144] *See* Fla. Const. art. 5, § 1.

[145] *See* N.Y. Const. art. 6, § 1. Further, these entities cannot be sued under section 1983 because they are not "persons." *See Zuckerman v. Appellate Div., Second Dep't, Supreme Court of State of N.Y.*, 421 F.2d 625, 626 (2d Cir.

The New York State Legislature has vested the exclusive jurisdiction to discipline attorneys in the four departments of the Appellate Division of the Supreme Court.[146] The Departments have delegated to the Departmental Disciplinary Committees their judicial function of investigating charges of attorney misconduct.[147] Accordingly, each Committee, like the disciplinary and

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1970) ("[I]t is quite clear that the Appellate Division is not a 'person' within the meaning of 42 U.S.C. § 1983.").

146 The Judiciary Law of the State of New York states:

> The supreme court shall have power and control over attorneys and counsellors-at-law and all persons practicing or assuming to practice law, and the appellate division of the supreme court in each department is authorized to censure, suspend from practice or remove from office any attorney and counsellor-at-law admitted to practice who is guilty of professional misconduct, malpractice, fraud, deceit, crime or misdemeanor, or any conduct prejudicial to the administration of justice . . . .

N.Y. Judiciary Law § 90(2).

147 New York State regulations state as follows:

> This court shall appoint a Departmental Disciplinary Committee for the Judicial Department, which shall be charged with the duty and empowered to investigate and prosecute matters involving alleged misconduct by attorneys who, and law firms that, are subject to this Part and to impose discipline to the extent permitted by section 603.9 of this Part.

grievance committees in other jurisdictions, "is a delegatee of the powers of the Appellate Division as an aid to that Court in carrying out its statutory functions."[148] The Committees are thus arms of the State.[149] All claims against them are dismissed because they are immune from suit under the Eleventh Amendment.[150] Similarly, the Florida Office of the State Courts Administrator, the New York Office of Court Administration of the Unified Court System, the State of New York Commission of Investigation, the Florida State Bar, and the Virginia State Bar are arms of their respective States. All claims against these defendants are dismissed as well.

2. Judicial and Quasi-Judicial Immunity

Plaintiffs have alleged that various judges, including the justices of the Florida Supreme Court and of the New York Supreme Court, Appellate

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N.Y. Comp. Codes R. & Regs., tit. 22, § 603.4(a).

[148] *Rappoport v. Departmental Disciplinary Comm. for First Judicial Dep't*, No. 88 Civ. 5781, 1989 WL 146264, at *1 (S.D.N.Y. Nov. 21, 1989).

[149] *See id.* ("The Departmental Disciplinary Committee of the First Judicial Department . . . is an arm of the State for Eleventh Amendment purposes.").

[150] *See Jackson v. Manhattan & Bronx Surface Transit Operating Auth. (M.B.S.T.O.A.)*, No. 92 Civ. 2281, 1993 WL 118510, at *2 (S.D.N.Y. Apr. 13, 1993) ("[D]amage claims against . . . [the] Departmental Disciplinary Committee are barred by the Eleventh Amendment.").

Division, First Department, have failed to uphold their judicial responsibilities, either by acting negligently or through malicious actions. They have further alleged that certain judges are members of the conspiracy against them. However, the alleged wrongdoings took place in the context of judicial proceedings where the courts had at least arguable jurisdiction over the relevant matters. Further, individuals who are not judges but "who perform functions closely associated with the judicial process" are protected by quasi-judicial immunity.[151] For these reasons, all claims for damages against the defendants listed in Appendix B in their official capacities are dismissed.[152]

3. Qualified Immunity

Qualified immunity protects officials who are sued in their individual capacities in certain circumstances. It applies if, *inter alia*, the defendant's conduct fails to violate clearly established federal law. In the situations described by plaintiffs, there is no clearly established right to have complaints investigated

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[151] *See Oliva*, 839 F.2d at 39.

[152] *See Polur v. Murphy*, No. 94 Civ. 2467, 1995 WL 232730, at *5 (S.D.N.Y. April 19, 1995) ("[T]he functions of the DDC, a Hearing Panel thereof, and the DDC counsel, in relation to attorney disciplinary proceedings are akin to those of both a hearing examiner and a prosecutor, and individuals serving in those capacities should appropriately be accorded immunity from suit for their conduct.").

or pursued. Therefore, all claims for damages against the defendants listed in Appendix C in for failure to investigate or failure to prosecute are dismissed.

C. Statute of Limitations

Statutes of limitations "are found and approved in all systems of enlightened jurisprudence," and with good reason.[153] Over time, evidence vanishes, memories fade, witnesses disappear.[154] After sufficient time, "the right to be free of stale claims in time comes to prevail over the right to prosecute them."[155] Thus, "strict adherence to limitation periods 'is the best guarantee of evenhanded administration of the law.'"[156]

Many of plaintiffs' claims are barred by statutes of limitations. Plaintiffs assert that the statutes should not apply because it is contrary to the "public interest," arguing that they had to wait "until enough evidence has been

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153 *Wood v. Carpenter*, 101 U.S. 135, 139 (1879).

154 *See Order of R.R. Telegraphers v. Railway Exp. Agency*, 321 U.S. 342, 348 (1944). *See also Bell v. Morrison*, 26 U.S. 351, 360 (1828) (observing that the statute of limitations "is a wise and beneficial law . . . [designed] to afford security against stale demands, after the true state of the transaction may have been forgotten, or be incapable of explanation, by reason of the death or removal of witnesses").

155 *Order of R.R. Telegraphers*, 321 U.S. at 349.

156 *Carey v. International Bhd. of Elec. Workers Local 363 Pension Plan*, 201 F.3d 44, 47 (2d Cir. 1999) (quoting *Mohasco Corp. v. Silver*, 447 U.S. 807, 826 (1980)).

ascertained that the actions of the would be defendants have become sufficiently evident . . . ."[157] However, statutes of limitations themselves serve the public interest. In the absence of a legal basis for tolling or estoppel, the Court cannot disregard the rules. Because plaintiffs have not raised a valid ground for the tolling of any statute of limitations or the application of equitable estoppel, the statutes of limitations apply without modification.

1. Section 1983

Claims brought under section 1983 must be filed within three years of the date on which they accrue. This action was filed on December 12, 2007. Therefore, plaintiffs cannot assert any cause of action pursuant to section 1983 for events that occurred before December 12, 2004. Although the nature of the Complaint makes it difficult to ascertain the exact dates of some events, plaintiffs allege that the underlying conspiracy regarding the theft of the Inventions occurred before 2004. All section 1983 claims relating to this conspiracy are therefore dismissed.

Plaintiffs allege that the conspiracy involving the State of Florida

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[157] Co-Plaintiff Lamont's Opposition to the Meltzer Defendants Cross Motion to Dismiss ("Pl. Meltzer Mem.") at 18.

occurred in "Spring 2003 to Spring 2004 . . . ."[158] All section 1983 claims relating to this conspiracy are therefore dismissed. Similarly, alleged wrongdoing by the Lawyers Fund for Client Protection of the State of New York occurred in 2003.[159] These claims are therefore dismissed.

Plaintiffs allege that the conspiracy involving the 1st DDC occurred in Spring through Summer of 2004.[160] All section 1983 claims relating to the 1st DDC are therefore dismissed.

2. The Sherman Act

Plaintiffs allege that defendants "create[d] an illegal monopoly and restraint of trade in the market for video and imaging encoding, compression, transmission, and decoding by, including but not limited to, the IP pools of MPEGLA LLC . . . ."[161] These actions were allegedly taken in the years 1998 through 2001. These claims are therefore dismissed.

3. RICO

Plaintiffs allege that the injury underlying their RICO claims is "the

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158 Compl. ¶ 607.

159 *See id.* ¶ 688.

160 *See id.* ¶¶ 638, 646.

161 *Id.* ¶ 1073.

theft of IP by the enterprise and its agents . . . ."[162] The alleged theft happened well before 2003. This claim is therefore barred by the statute of limitations.

D. Failure to State a Claim

1. Title VII of the Civil Rights Act of 1964

Count Three of the Complaint alleges that

> The conspiratorial actions of the defendants in sabotaging IP applications through fraud, denying property rights of the IP, the ensuing white washing of attorney complaints by the defendants and other culpable parties both known and unknown with scienter, creating an illegal monopoly and restraint of trade, thereby denies Plaintiffs' [sic] the opportunity to make and enforce contracts, to sue, be parties, give evidence, and the entitlements to the full and equal benefit of all laws and proceedings for the security of persons violates Title VII of the Civil Rights Act of 1964 (as amended).[163]

Title VII of the Civil Rights Act of 1964 addresses employment discrimination. There is no reading of the Complaint that suggests any defendant committed any action prohibited by Title VII. Count Three is therefore dismissed.

2. The Copyright and Patent Clause

Article I, Section 8 of the Constitution provides that "Congress shall have the power . . . [t]o promote the Progress of Science and useful Arts, by

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[162] Compl., RICO Statement Form, question (iv), at 180.

[163] Compl. ¶ 1077.

securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries . . . ." One possible reading of plaintiffs' first cause of action is that they are alleging a violation of this clause.

On its face, the Copyright and Patent Clause confer discretionary authority on Congress to pass laws relating to patents and copyrights. The text of the clause does not suggest any private right of action against any state or non-state actor, and I am not aware of any court that has created such a right. Because the Copyright and Patent Clause does not bestow any rights on individuals, plaintiffs' claim under this Clause is dismissed.

3. Section 1983

The only section 1983 claims that have not been dismissed on the grounds of statute of limitations and immunity are those that seek injunctive relief against certain state officials in connection with state attorney disciplinary procedures. To state a claim pursuant to section 1983, a plaintiff must allege that a constitutional right has been violated. As discussed above, plaintiffs have no cognizable interest in attorney disciplinary procedures or in having certain claims investigated. Plaintiffs have therefore failed to state a claim against these defendants.

E. Further Observations

1. The *Rooker-Feldman* Doctrine

All of plaintiffs' federal claims have been dismissed, either pursuant to the relevant statutes of limitations, the Eleventh Amendment, or judicial immunity. Were plaintiffs' claims not otherwise dismissed, exercise of jurisdiction over certain of those claims would likely violate the *Rooker-Feldman* doctrine. Several of plaintiffs' claims are essentially arguments that the state courts failed to give their state court suits adequate consideration.[164] Federal district courts have no jurisdiction to review the decisions of state courts. Regardless of the merit of plaintiffs' claims, this Court cannot exercise jurisdiction over them.[165]

2. Rule 8(a)

Plaintiffs repeatedly promise that if their allegations are considered

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[164] *See, e.g.*, Compl. ¶ 601 ("That this Court will see that not only did [the Florida Supreme Court] err in a decision but their actions were coordinated to further usurp due process and procedure with the direct intent of covering for their brethren, [The Florida Bar] members and to further aid and abet the conspiracy.").

[165] I also note that the Court likely cannot exercise personal jurisdiction over many of the defendants. Because there are sufficient other grounds for dismissal of this action, I do not discuss this issue any further.

conclusory, they will amend their Complaint to include more detail.[166] Plaintiffs misunderstand their pleading burden. To state a claim under Rule 8(a), plaintiffs are only required to give a "a short and plain statement of the claim showing that the pleader is entitled to relief . . . ."[167] Plaintiffs' claims fail not because they have given insufficient detail as to the alleged conduct, but rather because much of the alleged conduct does not constitute a violation of any statute and because the remaining claims are barred by statutes of limitations or immunity. Plaintiffs have provided not too little detail, but too much – by no stretch of the imagination can the Complaint be considered "short and plain." Were I not to dismiss all claims for other reasons, I would strike the Complaint for violating Rule 8(a).[168]

3. Standing

Several of plaintiffs' claims relate to the alleged failure of various defendants to take appropriate steps in various attorney disciplinary procedures. A

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166 *See, e.g.*, Pl. Meltzer Mem. at 11 ("Should the Court view the allegations . . . as conclusory, Plaintiffs will, when the Court further schedules depositions in the instant case, insert the deposition testimony of each and every client that were introduced to the IP by the Proskauer Defendants.").

167 Fed. R. Civ. P. 8(a)(2).

168 Ordinarily, I would strike a Complaint of this ilk immediately upon its filing and permit plaintiffs to file a shorter, more concise Complaint. However, the instant situation required a swift determination of whether plaintiffs can state a claim against any defendant.

non-party generally has no legally protected interest that is affected by such failure. In the absence of such an interest, a plaintiff has no standing to assert a claim.[169] Because they have no cognizable interest in having criminal or civil proceedings brought by the Government against the various defendants, plaintiffs cannot state a claim against government officials for failing to initiate those proceedings.

F. Supplemental Jurisdiction and Leave to Replead

When a plaintiff has not alleged diversity jurisdiction and her federal claims fail as a matter of law, courts generally decline to exercise supplemental jurisdiction over remaining state law claims.[170] Here, all federal law claims have been dismissed, and there is no reason to depart from this general rule. I therefore dismiss plaintiffs' state law claims.

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[169] *See Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992).

[170] *See* 28 U.S.C. § 1367(c)(3) (stating that a district court may decline to exercise supplemental jurisdiction over a claim if, *inter alia*, "the district court has dismissed all claims over which it has original jurisdiction"). *See also Martinez v. Simonetti*, 202 F.3d 625, 636 (2d Cir. 2000) (directing dismissal of state law claims when no federal claims remained); *Adams v. Intralinks, Inc.*, No. 03 Civ. 5384, 2004 WL 1627313, at *8 (S.D.N.Y. July 20, 2004) ("In the usual case in which all federal law claims are eliminated before trial, the balance of factors to be considered under the [supplemental] jurisdiction doctrine-judicial economy, convenience, fairness, and comity-will point toward declining to exercise jurisdiction over the remaining state law claims.") (quotation and citation omitted).

A pro se plaintiff should be permitted to amend her complaint prior to its dismissal for failure to state a claim "unless the court can rule out any possibility, however unlikely it might be, that an amended complaint would succeed in stating a claim."[171] However, "it is well established that leave to amend a complaint need not be granted when amendment would be futile."[172] Plaintiffs have burdened this Court and hundreds of defendants, many of whom are not alleged to have engaged in wrongdoing, with more than one thousand paragraphs of allegations, but have not been able to state a legally cognizable federal claim against a single defendant. There is no reason to believe they will ever be able to do so. Plaintiffs cannot overcome the various immunity defenses or the pertinent statutes of limitations. Leave to replead is denied. However, this in no way speaks to whether they may be able to plead valid state law claims.

V. CONCLUSION

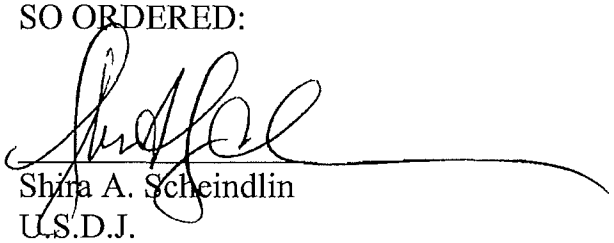
For the reasons stated above, defendants' motions to dismiss are granted. The remaining defendants are dismissed sua sponte. The Clerk of the Court is directed to close these and related motions (documents no. 12, 47, 48, 65, 66, 68, 73, 75, 78, 81, 83, and 97 on the docket sheet) and this case.

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171 *Gomez v. USAA Fed. Sav. Bank*, 171 F.3d 794, 796 (2d Cir. 1999).

172 *Ellis v. Chao*, 336 F.3d 114, 127 (2d Cir. 2003).

SO ORDERED:



Shira A. Scheindlin
U.S.D.J.

Dated: New York, New York
August 8, 2008

- Appearances -

Plaintiffs (pro se):

Eliot I. Bernstein
39 Little Avenue
Red Bluff, California 96080
(530) 529-4410

P. Stephen Lamont
35 Locust Avenue
Rye, New York 10580
(914) 217-0038

For Defendant the State of New York:

Monica Connell
Assistant Attorney General for the State of New York
120 Broadway
New York, New York 10271
(212) 416-8610

For Defendant Raymond A. Joao:

John Walter Fried, Esq.
Fried and Epstein
1350 Broadway, Suite 1400
New York, New York 10018
(212) 268-7111

For Defendants Boggs, Marvin, Hoffman, Turner, and the Florida Bar:

Glenn T. Burhans, Jr., Esq.
Greenberg Traurig, LLP
101 East College Ave.
Tallahassee, Florida 32301
(850) 521-8570

For Defendants Meltzer Lippe Goldstein & Breitstone LLP and Meltzer:

Richard M. Howard, Esq.
Meltzer, Lippe, Goldstein & Breitstone, LLP
190 Willis Avenue
Mineola, New York 11501
(516) 747-0300

For Defendants Krane, Rubenstein, the Estate of Stephen Kaye, and Proskauer Rose, LLP:

Joanna Smith, Esq.
Proskauer Rose, LLP
1585 Broadway
New York, New York 10036
(212) 969-3437

For Defendants Foley Lardner LLP, Grebe, Dick, Boehm, and Becker:

Kent Kari Anker, Esq.
Lili Zandpour, Esq.
Friedman, Kaplan, Seiler and Adelman
1633 Broadway
New York, New York 10019
(212) 833-1244

For Defendants Hoffman, Turner, Boggs, and Marvin:

Glenn Thomas Burhans, Jr., Esq.
Greenberg Traurig
101 East College Avenue
Tallahassee, Florida 10022
(850) 521-8570

For Defendant the Virginia State Bar:

Stephen M. Hall
Assistant Attorney General for the State of Virginia
900 E. Main Street
Richmond, Virginia 23219
(804) 786-2071

Appendix A

Christopher & Weisberg, P.A.; Alan M. Weisberg; Robert Flechaus, detective, Boca Raton; Andrew Scott, Chief of Police, Boca Raton; the City of Boca Raton; Huizenga Holdings, Inc.; Alberto Gonzales, Attorney General of the United States; Johnnie E. Frazier, Inspector General of the United States Department of Commerce; Kelly Overstreet Johnson, attorney for and former president of the Florida Bar; The New York State Commission of Investigation; Alan S. Jaffe, Robert J. Kafin, Gortz, Gregory Mashberg, Leon Gold, and Matthew M. Triggs, partners at Proskauer; Christopher Pruzaski, Mara Lerner Robbins, Donald "Rocky" Thompson, Gayle Coleman, David George, Joanna Smith, James H. Shalek, Joseph A. Capraro Jr., George A. Pincus, Kevin J. Healy, Stuart Kapp, Ronald F. Storette, Chris Wolf, Jill Zammas, Jon A. Baumgarten, Scott P. Cooper, Brendan J. O'Rourke, Lawrence I. Weinstein, William M. Hart, Daryn A. Grossman, Marcy Hanh-Saperstein, and Gregg Reed, associates at Proskauer; IBM; Frank Martinez, partner at MLG; Michael C. Grebe, Todd Norbitz, and Anne Sekel, partners at Foley; the Lawyers Fund for Client Protection of the State of New York; the Estate of Stephen Kaye; the Hon. Judith S. Kaye; the European Patent Office; SBTK; Furr & Cohen, P.A.; Gerald W. Stanley, Chief Executive Officer of Real; David Bolton, General Counsel of Real; Tim Connolly, Director of Engineering at Real; Rosalie Bibona, engineer at Real; Larry Palley, employee of Intel; Masaki Yamakawa, the Yamakawa International Patent Office; TIG; Bruce T. Prolow, officer of TIG; Carl Tiedemann, officer of TIG; Andrew Philip Chesler, officer of TIG; Craig L. Smith, officer of TIG; and all employees and members of law firms who are not explicitly named in the Complaint.[173]

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[173] *See, e.g.,* Compl. ¶ 27 (naming as defendants all partners, associates, and counsel at Proskauer Rose who profited from the alleged incidents).

EXHIBIT F

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ELIOT IVAN BERNSTEIN and P. STEPHEN LAMONT,

Plaintiffs,

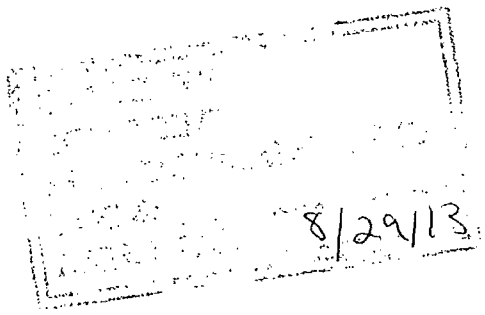
- against -

APPELLATE DIVISION, FIRST DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE, et al.,

Defendants.

ORDER

07 Civ. 11196 (SAS)



SHIRA A. SCHEINDLIN, U.S.D.J.:

I. BACKGROUND

Pro se plaintiff Eliot Bernstein filed this action in December 2007. On August 8, 2008, this Court dismissed all of his federal claims on the merits, with prejudice. Bernstein's request for leave to file a second amended complaint was denied. On January 27, 2010, the Second Circuit issued a Mandate dismissing Bernstein's appeal *sua sponte*, finding that it lacked an arguable basis in law or fact. Approximately two and one-half years later, on July 27, 2012, Bernstein filed his first motion to re-open this case, entitled "Emergency Motion to Reopen Case." This motion, which was opposed by the Proskauer Defendants,[1] was denied in an

[1] The "Proskauer Defendants" include Proskauer Rose LLP, Kenneth Rubinstein, Christopher C. Wheeler, Stephen C. Krane (deceased) and the Estate of

Order dated August 14, 2012 (the "August 14th Order").[2] In the August 14th Order, I found plaintiff's Emergency Motion to be "frivolous, vexatious, overly voluminous, and an egregious abuse of judicial resources." I cautioned plaintiff that any additional frivolous filings could subject him to monetary and/or injunctive sanctions under Federal Rule of Civil Procedure 11 ("Rule 11").

Failing to heed this Court's warning, Bernstein filed a second motion to re-open this case[3] on February 28, 2013. In addition to opposing the motion, the Proskauer Defendants filed a Rule 11 motion for sanctions on May 7, 2013, which was previously served on Bernstein on April 5, 2013. Bernstein filed two additional motions on May 15, 2013: Notice of Motion to Re-Open Based on Fraud on the Court and More[4] and Notice of Emergency Motion for Clarification of Order[5], which sought reconsideration of the August 14th Order denying Bernstein's first motion to re-open. On May 15, 2013, this Court denied Bernstein's second and third motions to re-open as well as his motion for

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Stephen R. Kaye.

2 *See* Docket Entry # 141.

3 *See* Docket Entry # 142.

4 *See* Docket Entry # 149.

5 *See* Docket Entry # 150.

reconsideration,[6] stating as follows:

> Even if an alleged conflict on the part of the [New York State Attorney General's Office] were established, this would not overcome the fact that plaintiff's claims were barred on numerous jurisdictional and legal grounds. For example, the allegations against the State Defendants were based on their alleged failure to handle attorney grievances. But in dismissing these claims, this Court held that "there is no clearly established right to have complaints investigated or pursued," nor is there any "cognizable interest in attorney disciplinary proceedings or in having certain claims investigated." Furthermore, plaintiff had no standing to challenge the state court system's actions regarding attorney discipline. In addition, plaintiff's claims were barred by absolute judicial, quasi-judicial and qualified immunity as well as numerous other defenses.[7] Because plaintiff has not, and cannot, remedy the fundamental defects in the Amended Complaint, re-opening this action would be futile. Plaintiff's application to reopen and his request to alter or amend judgment must therefore by denied.

5/15/13 Order at 5-6 (footnotes omitted).

The Proskauer Defendants now seek monetary and injunctive sanctions against Bernstein for his vexatious and frivolous conduct. Specifically, they seek monetary sanctions in an amount not less than $3,500 and the following injunctive relief:

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[6] *See* Docket Entry # 151.

[7] *See id.*

> Eliot I. Bernstein is hereby enjoined from filing any action in any court related to the subject matter of this action without first obtaining leave of this Court. In moving for such leave, Bernstein must certify that the claim or claims he wishes to present are new claims never before raised and/or disposed of by any court. Bernstein must also certify that claim or claims are not frivolous or asserted in bad faith. Additionally, the motion for leave to file must be captioned "Application Pursuant to Court Order Seeking Leave to File." Failure to comply strictly with the terms of this injunction shall be sufficient grounds for denying leave to file and any other remedy or sanction deemed appropriate by this Court.

Proposed Order (Docket Entry # 146-2).

II. LEGAL STANDARDS

A. Rule 11 in General

The purpose of Rule 11 is "'the deterrence of baseless filings and the curbing of abuses.'"[8] Filings that have a complete lack of a factual and legal basis have been found "'to harass, cause unnecessary delay, or needlessly increase the cost of litigation[.]'"[9] In appropriate cases, pro se litigants are subject to Rule 11

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[8] *On Time Aviation, Inc. v. Bombardier Capital, Inc.*, 354 Fed. App'x 448, 452 (2d Cir. 2009) (quoting *Caisse Nationale de Credit Agricole-CNCA, N.Y. Branch v. Valcorp, Inc.*, 28 F.3d 259, 266 (2d Cir. 1994)).

[9] *Lawrence v. Richman Group of CT LLC*, 620 F.3d 153, 156 (2d Cir. 2010) (quoting Rule 11(b)).

sanctions.[10] Pro se litigants who show contempt for the judicial system, harass defendants, and/or cause courts and litigants to waste resources may be sanctioned under Rule 11.

B. Injunctive Relief

It is "beyond peradventure" that "[a] district court possesse[s] the authority to enjoin [a litigant] from further vexatious litigation."[11] In determining whether a litigants's future access to the courts should be restricted, courts should consider the following factors:

> (1) the litigant's history of litigation and in particular whether it entailed vexatious, harassing or duplicative lawsuits; (2) the litigant's motive in pursuing the litigation, e.g., does the litigant have a good faith expectation of prevailing?; (3) whether the litigant is represented by counsel; (4) whether the litigant has caused needless expense to other parties or has posed an unnecessary burden on the courts and their personnel; and (5) whether other sanctions would be adequate to protect the courts and

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[10] *See Maduakolam v. Columbia Univ.*, 866 F.2d 53, 56 (2d Cir. 1989) (stating that "Rule 11 applies both to represented and pro se litigants"). *See also Malley v. New York City Bd. of Educ.*, 207 F. Supp. 2d 256, 259 (S.D.N.Y. 2002) ("The fact that a litigant appears pro se does not shield him from Rule 11 sanctions because one acting pro se has no license to harass others, clog the judicial machinery with meritless litigation, and abuse already overloaded court dockets.") (quotation marks and citations omitted).

[11] *Safir v. U.S. Lines Inc.*, 792 F.2d 19, 23 (2d Cir. 1986). *Accord Lipin v. National Union Fire Ins. Co. of Pittsburgh, PA.*, 202 F. Supp. 2d 126, 142 (S.D.N.Y. 2002) ("A district court has the authority to enjoin a plaintiff who engages in a pattern of vexatious litigation from continuing to do so.").

> other parties. Ultimately, the question the court must answer is whether a litigant who has a history of vexatious litigation is likely to continue to abuse the judicial process and harass other parties.[12]

III. DISCUSSION

Bernstein had no factual or legal basis for his second motion to re-open or any subsequent motion he filed. Nonetheless, Bernstein must have believed his motion had merit, as evidenced by his twenty-two page Plaintiff's Opposition to Proskauer Defendant's [sic] Motion for Sanctions ("Opposition"). But there is no subjective, bad faith requirement in Rule 11. "The mental state applicable to liability for Rule 11 sanctions initiated by motion is objective unreasonableness . . . . ."[13] Moreover, as the following excerpt from his Opposition makes clear, Bernstein has no plans to ever end this litigation.

> Bernstein is notifying Proskauer and this Court that he will have a lifelong and generational long litigious history in pursuing his patent royalties, as litigation is the key to prosecuting patents over their useful life and will also have a litigious ongoing history in pursing the crimes and criminals who are attempting to steal them, despite whether they are cleverly disguised as Attorneys at Law, Judges, Prosecutors, etc. and despite the ridiculous Orders trying to prevent him from his due process rights and rights to his

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[12] *Safir*, 792 F.2d at 24.

[13] *In re Pennie & Edmonds LLP*, 323 F.3d 86, 90 (2d Cir. 2003).

properties.[14]

Given these statements, this Court has no choice but to impose significant monetary and injunctive sanctions in an attempt to end this lengthy litigation.

IV. CONCLUSION

For the foregoing reasons, a monetary sanction in the amount of $3,500 is hereby imposed on Bernstein as is the injunctive sanction described above. The money is to be paid to the Clerk of the Court, Southern District of New York, forthwith. If Bernstein ignores the monetary sanction, defendants may obtain an enforceable judgment in the amount of $3,500. If Bernstein continues to file motions in this case, he may be subject to additional monetary sanctions. The Clerk of the Court is directed to close the motion for sanctions (Docket Entry # 145).

SO ORDERED:

Shira A. Scheindlin
U.S.D.J.

Dated: New York, New York
August 29, 2013

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[14] Opposition at 13.

- Appearances -

Plaintiff (Pro Se):

Eliot I. Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
(561) 245-8588

For the Proskauer Defendants:

Gregg M. Mashberg, Esq.
Proskauer Rose LLP
11 Times Square
New York, NY 10036
(212) 969-3450

For the State Defendants:

Monica A. Connell
Assistant Attorney General
120 Broadway - 24th Floor
New York, NY 10271
(212) 416-8965

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

2014 OCT -7 PM 3:43
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

ORDER PARTIALLY STAYING CASE

THIS CAUSE came before the Court *sua sponte*. Based upon the Court's review of the record, it is hereupon ORDERED AND ADJUDGED as follows:

1. The following motions will be heard on October 20, 2014 at 10:30 A.M.:

   (i) Oppenheimer Bank of Delaware's Motion for Summary Judgment As To Count I Of Its Petition;

   (ii) Oppenheimer Bank of Delaware's Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries; and

   (iii) Oppenheimer Bank of Delaware's Motion To Strike Or Sever Counterclaim.

2. Except as expressly provided above, the Petition and Counterclaim filed in this action are stayed, and all parties are prohibited from taking any action in connection with the Petition or Counterclaim, pending further Order of this Court.

DONE AND ORDERED in Chambers, Palm Beach County, Florida, this 6 day of October, 2014.

Hon. Martin H. Colin, Circuit Judge

cc: Steven A. Lessne, Esq.
Eliot and Candice Bernstein
Alan Rose, Esq.

Filing # 19547665 Electronically Filed 10/19/2014 05:13:30 PM

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

OPPENHEIMER TRUST COMPANY OF DELAWARE, IN ITS CAPACITY AS RESIGNED TRUSTEE OF THE SIMON BERNSTEIN IRREVOCABLE TRUSTS CREATED FOR THE BENEFIT OF JOSHUA, JAKE AND DANIEL BERNSTEIN,

Petitioner,

v.

ELIOT AND CANDICE BERNSTEIN, IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Respondents,

_____/

HON. JEFFREY DANA GILLEN **TRANSFERRED** TO HON. MARTIN COLIN

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

MOTION IN OPPOSITION TO: "(I) OPPENHEIMER BANK OF DELAWARE'S MOTION TO APPOINT GUARDIAN AD LITEM FOR MINOR BENEFICIARIES; AND (II) OPPENHEIMER BANK OF DELAWARE'S MOTION TO STRIKE OR SEVER COUNTERCLAIM."

COMES NOW, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), both PRO SE, as Guardians for their three minor children ("Petitioners") and hereby files this "MOTION IN OPPOSITION TO: "(I) OPPENHEIMER BANK OF DELAWARE'S MOTION TO APPOINT GUARDIAN AD LITEM FOR MINOR BENEFICIARIES; AND (II) OPPENHEIMER BANK OF DELAWARE'S MOTION TO STRIKE OR SEVER COUNTERCLAIM," and in support thereof states, on information and belief, as follows:

1. By letter dated April 22, 2014 (see Exhibit 1, "Notice of Resignation"), Oppenheimer resigned as trustee Sua Sponte to Petitioners' trusts effective May 26, 2014 and has since abandoned three trusts of Petitioners (all minor children) they had been acting as Trustees for.
2. That prior to their Sue Sponte resignation as alleged Trustee, Oppenheimer was aware of fraud and other criminal acts and civil torts including those that were alleged against them and others they worked with in the handling of the Petitioners' trusts and a company they are alleged Manager for, Bernstein Family Realty LLC ("BFR"), owned by the Petitioners trusts.
3. That Oppenheimer had full knowledge that documents authorizing them to act as Trustee were not given to Eliot and Candice completed and fully executed and therefore the integrity of their claim that they were Trustee is challenged.
4. That "Oppenheimer Trust Company of Delaware" does not have any authority to act on behalf of the Petitioners trusts as that company did not execute any trust contracts or documents on behalf of Petitioners trusts.
5. That "Oppenheimer Trust Company" and "Oppenheimer Trust Company of Delaware" are not licensed to do business in Florida.
6. That Oppenheimer had knowledge at the time of their resignation that Fraud and Forgery had been proven in the Estates and Trusts of Simon Bernstein ("Simon") and Shirley Bernstein ("Shirley") against the former Co-Trustees, Co-Personal Representatives and Counsel to the Co-Trustees and Co-Personal Representatives of the Estate of Simon and Counsel to the alleged Trustee and Personal Representative, Theodore Stuart Bernstein ("THEODORE" or "TED") of the Estate of Shirley, ATTORNEYS AT LAW Donald R. Tescher, Esq. ("TESCHER") and Robert L. Spallina, Esq. ("SPALLINA") of Tescher & Spallina, P.A.
7. That due to Oppenheimer's direct involvement with TESCHER and SPALLINA in orchestrating the alleged illegal takeover of the Petitioners trusts and the Petitioners company BFR, Eliot and Candice

advised Oppenheimer that prior to seeking any resignation or transfer of the trust corpuses that they should seek a Court order on what to do prior to resignation due to the proven frauds not only in the Estates and Trusts of Simon and Shirley but in direct relation to alleged frauds committed in the Petitioners' trusts, including robbing trust funds of minors, trusts that were set up and funded by Simon and Shirley while they were living.

8. That Eliot and Candice advised Oppenheimer in their alleged fiduciary capacities to administer the Petitioners' trusts on behalf of the beneficiaries by fulfilling their obligations to report the alleged criminal misconduct and civil torts to the proper authorities and the Court, prior to abandoning the trusts and their duties as alleged Trustee.

9. That Oppenheimer instead chose a dereliction and breach of fiduciary duties and failed to protect the beneficiaries from the criminal acts and civil torts alleged committed by SPALLINA and TESCHER that directly relate to the misuse of the Petitioners trusts funds that were orchestrated by TESCHER and SPALLINA who have no interests in these pre-established trusts of Petitioners.

10. That Eliot has noticed the Court and criminal authorities of the acts of Oppenheimer in collusion with TESCHER and SPALLINA, see Extortion filings from Shirley Estate case #502011CP000653XXXXSB and similar filings in Simon's Estate case #502012CP004391XXXXSB

    i. Docket #45 NOT - NOTICE
    Filing Date: 04-SEP-2013
    Filing Party:
    Disposition Amount:
    Docket Text: OF EMERGENCY MOT. TO FREEZE ESTATES OF SHIRLEY BERNSTEIN DUE TO ADMITTED & ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD & MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED P.R.S AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: **MOT. FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED P.R.S AND OTHERS**; MOT. TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE; CONTINUED MOT. FOR REMOVAL OF ALLEGED P.R. AND ALLEGED SUCCESSOR TRUSTEE F/B ELIOT IVAN BERNSTEIN.

    ii. Docket #52 NOT - NOTICE
    Filing Date: 10-OCT-2013

Filing Party:
Disposition Amount:
Docket Text: OF MOTION, F/B: ELIOT BERNSTEIN OF MOTION, F/B: ELIOT BERNSTEIN (I) ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT (II) FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD (III) **COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION** (IV) CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES (V) ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE (VI) FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE (VII) RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND (VIII) RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE

iii. Docket #103 MOT - MOTION
Filing Date: 04-AUG-2014
Filing Party:
Disposition Amount:
Docket Text: **MOTION FOR EMERGENCY INTERIM DISTRIBUTIONS DUE TO A CONTINUED PATTERN AND PRACTICE OF FRAUD AND EXTORTION** BY FIDUCIARY THEODORE BERNSTEIN AND OFFICER OF THIS COURT ALAN B. ROSE, ESQ. THREATENING THREE MINOR CHILDREN'S EDUCATIONS

Note: (i), (ii) and (iii) above, hereby included by reference herein.

OPPENHEIMER LACKS STANDING TO BRING ANY ACTIONS ON BEHALF OF THE PETITIONERS TRUSTS AS THEY HAVE OFFICIALLY RESIGNED AS TRUSTEES AS OF MAY 2014

11. That Oppenheimer's filing, "(i) Oppenheimer Bank of Delaware's Motion for Summary Judgment As To Count I Of Its Petition" should be heard by this Court and decided by this Court as it is filed by Oppenheimer in its limited capacity in regards to matters within that limited capacity of choosing a

successor trustee and turning over the trusts corpuses to them and Oppenheimer only has legal standing in this limited matter.

12. That Oppenheimer states in their Motion for Summary Judgment that "7. Other than the **limited "resigned trustee" role** [**emphasis added**] Oppenheimer continues to have pursuant to § 736.0707, Florida Statutes, the Grandchildren Trusts are without a trustee."
13. That in this "limited" capacity Oppenheimer can only seek to have the Court determine a successor trustee and have the trust corpuses distributed to the next successor trustee chosen by this Court and in no way has any capacity to bring actions on behalf of the trusts forward as they have no further standing to act as trustee.
14. That Oppenheimer's filings, "(ii) Oppenheimer Bank of Delaware's Motion To Appoint Guardian Ad Litem For Minor Beneficiaries; and (iii) Oppenheimer Bank of Delaware's Motion To Strike Or Sever Counterclaim," should be stricken from the record for Oppenheimer's lack of standing to bring actions on behalf of Petitioners trusts as a resigned former ALLEGED trustee.
15. That once successorship is determined by this Court, Oppenheimer has NO FURTHER LEGAL STANDING to bring any actions on behalf of Petitioners trusts and therefore their subsequent motions must be stricken.
16. That Oppenheimer Sua Sponte abandoned and resigned as Trustee prior to establishing a chain of legal succession of Trusteeship and as such abandoned the Petitioners trusts causing further damages to beneficiaries.
17. That Oppenheimer's counsel, Stephen Lessne, Esq. ("LESSNE") orchestrated the early resignation of Oppenheimer despite knowing of alleged felony misconduct involving his client Oppenheimer as fully described in the Counter Complaint filed against both him personally and professionally, as well as, his client Oppenheimer.

18. That LESSNE contacted Eliot and Candice and stated he was acting as counsel for Petitioners trusts and counsel for BFR and only later, after divulging much of their legal strategy and confidential and privileged strategy to him, did LESSNE admit that he was not representing Petitioners or their interests in BFR but rather that he was representing Oppenheimer as Trustee of Petitioners trusts and Oppenheimer as Manager of BFR and not acting as Petitioners counsel at all. This misrepresentation is in violation of the Rules of Professional Conduct of the State of Florida.

19. That Oppenheimer since prematurely resigning as Trustee without a successor now has no legal rights left to act on behalf of the Petitioners trusts and any legal actions they have taken subsequent to their resignation, other than seeking a Court order on what to do regarding successorship, must only be taken as Counter Defendants but in no way can they legally act on behalf of the trusts to bring actions or argue actions on behalf of the trusts.

20. That Oppenheimer and their counsel should be sanctioned for abandoning the trusts and then attempting to bring actions on behalf of the trusts after resignation against Defendants Candice and Eliot Bernstein without legal standing.

21. From the alleged trusts, "Section 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settler ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

22. That while Oppenheimer's prohibited filings on behalf of the trusts after resignation attempt to paint a picture of Eliot Bernstein as a bad guy, who is sue happy, especially where corrupt lawyers are

involved, what they fail to state to this Court is that their resignation comes after they were acknowledged that the Attorneys at Law, Robert L. Spallina, Esq. and Donald Tescher, Esq. of the law firm Tescher & Spallina, PA, who appointed and directed many of Oppenheimer's actions in relation to the alleged ILLEGAL distributions of the children's trusts, have admitted in the Estates and Trusts of Simon and Shirley Bernstein to have FRAUDULENTLY ALTERED TRUST DOCUMENTS, FILED FORGED and FRAUDULENT documents with the Court as part of a larger FRAUD ON THE COURT, CLOSED THE ESTATE OF SHIRLEY WITH A DEAD PERSONAL REPRESENTATIVE AS PART OF LARGER FRAUD ON THE COURT AND FRAUD ON THE BENEFICIARIES and MORE.

23. That Oppenheimer fails to reveal to the Court their direct involvement with TESCHER and SPALLINA who orchestrated in conspiracy and without any legal capacity to interact in the Petitioners' trusts, Oppenheimer's misuse of the Petitioners' trusts funds.
24. That once TESCHER and SPALLINA and their law firm was exposed in FRAUD and FORGERY, the Petitioners trust funds were used in further attempt to extort Eliot and Candice, as more fully defined in the Counter Complaint, the Counter Complaint hereby incorporated by reference in entirety herein.
25. That Oppenheimer fails to reveal to the Court that Eliot and Candice have sought to see fully completed original documentation of the trusts as several of the documents they are operating under appear improperly executed and may also be part of the fraudulent documents that have been tendered in the Shirley and Simon estate plans and calls into question their legal rights as alleged Trustee in the first place. The original documents have been denied access to Eliot and Candice.
26. That where FRAUD, FORGERY and more, have already been discovered, proven, admitted and further alleged in these matters and where the **CRIMES ARE COMMITTED BY THE FIDUCIARIES AND ATTORNEYS AT LAW INVOLVED** (ALL OFFICERS OF THIS

COURT), all estate plan documents, including the Petitioners' trusts are in question legally, until valid proof of their authenticity can be confirmed by the beneficiaries and this Court. Oppenheimer cannot in any way be legally released from these matters other than to resign as Trustee, as they are directly involved and already reported to state and federal, civil and criminal authorities for their egregious acts of bad faith with unclean hands, violations of state laws and rules of professional conduct and therefore they should not be released until these civil and criminal complaints are all fully resolved.

27. Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

> (1) A trustee may resign:
>
> (a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees; or
>
> (b) With the approval of the court.
>
> (2) In approving a resignation, the court may issue orders and impose conditions reasonably necessary for the protection of the trust property.
>
> (3) Any liability of a resigning trustee or of any sureties on the trustee's bond for acts or omissions of the trustee is not discharged or affected by the trustee's resignation.

That Oppenheimer should have sought Court approval prior to resignation and allowed the Court to issue orders and impose conditions necessary to protect the trust property and instead choose abandonment and then chose to launch of series of Motions beyond their limited capacity as resigned ALLEGED Trustee.

28. Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

That Oppenheimer prior to resignation and knowing that there was no successor trustee available, under 3(a) and 3(b) should have sought Court approval prior to resignation and abandonment of the trusts.

WHEREFORE – Defendants Candice and Eliot state that Oppenheimer has breached its duties to the beneficiaries as more fully described in Defendants Counter Complaint by their abandonment of the trusts and other alleged torts and criminal misconduct and therefore under "Section 736.1001 - Remedies for breach of trust," Eliot and Candice seek on behalf of their children damages that have resulted from:

(1) Violations by the trustee of a duty the trustee owes to beneficiaries that have breached trust.

To remedy a breach of trust that has occurred or may occur, the court may:

(a) Compel the trustee to perform the trustee's duties,

(b) Enjoin the trustee from committing a breach of trust,

(c) Compel the trustee to redress a breach of trust by paying money or restoring property or by other means and this Court should demand that all monies taken from the Petitioners Trusts be returned immediately,

(d) Order the resigned trustee to account, including accounting for BFR and LIC Holdings, Inc., which Oppenheimer has thus far failed to account for,

(e) Appoint a special fiduciary to take possession of the trust property and administer the trust,

(g) Remove the trustee as provided in s. 736.0706,

(h) Reduce or deny compensation to the trustee and demand all fees and legal expenses paid back to the Petitioners trusts immediately,

(i) Subject to s. 736.1016, void an act of the trustee, impose a lien or a constructive trust on trust property, or trace trust property wrongfully disposed of and recover the property or its proceeds, and

(j) Order any other appropriate relief.

29. That Eliot and Candice Bernstein seek damages according to 736.1002 for breach of trust."

Filed on Sunday, October 19, 2014

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children.

X_____

Candice Bernstein, Pro Se, as legal guardian on behalf of her three minor children.

X_____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Sunday, October 19, 2014.

Eliot Bernstein, Pro Se, Individually and as

legal guardian on behalf of his three minor children.

X_____

Candice Bernstein, Pro Se, as legal guardian on behalf of her three minor children.

X_____

SERVICE LIST

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Ted Bernstein
880 Berkeley
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Donald Tescher, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Ted Bernstein
Life Insurance Concepts et al.
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

MOTION IN OPPOSITION TO:...
Sunday, October 19, 2014
SERVICE LIST

TESCHER & SPALLINA, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Alan B. Rose, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
arose@pm-law.com
and
arose@mrachek-law.com

Pamela Simon
President
STP Enterprises, Inc.
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
psimon@stpcorp.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

L. Louis Mrachek, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
lmrachek@mrachek-law.com

Charles D. Rubin
Managing Partner
Gutter Chaves Josepher Rubin Forman
Fleisher Miller PA
Boca Corporate Center
2101 NW Corporate Blvd., Suite 107
Boca Raton, FL 33431-7343
crubin@floridatax.com

Kimberly Moran
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
kmoran@tescherspallina.com

Lindsay Baxley aka Lindsay Giles
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
lindsay@lifeinsuranceconcepts.com

Gerald R. Lewin
CBIZ MHM, LLC
1675 N Military Trail
Fifth Floor
Boca Raton, FL 33486
jlewin@cbiz.com

MOTION IN OPPOSITION TO:...
Sunday, October 19, 2014
SERVICE LIST

Clair A. Rood, Jr.
Senior Managing Director
CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC
175 South West Temple, Suite 650
Salt Lake City, UT 84101
crood@cbiz.com

Joseph M Leccese
Chairman of the Firm
Proskauer
Eleven Times Square
New York, NY 10036
t: 212.969.3000
f: 212.969.2900
info@proskauer.com
jleccese@proskauer.com

Albert Gortz, Esq.
Proskauer Rose LLP
One Boca Place
2255 Glades Road
Suite 421 Atrium
Boca Raton, FL 33431-7360
agortz@proskauer.com

Christopher Stroup
Chairman of the Board of Directors and Chief Executive Officer
Heritage Union
A member of WiltonRe Group of Companies
187 Danbury Road
Wilton, CT 06897
cstroup@wiltonre.com
msarlitto@wiltonre.com

Estate of Simon Bernstein
Personal Representative
Brian M. O'Connell, Partner
Ciklin Lubitz Martens & O'Connell
515 N Flagler Drive
20th Floor
West Palm Beach, FL 33401
boconnell@ciklinlubitz.com
jfoglietta@ciklinlubitz.com

Steven Lessne, Esq.
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
steven.lessne@gray-robinson.com

Byrd F. "Biff" Marshall, Jr.
President & Managing Director
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
biff.marshall@gray-robinson.com

T&S Registered Agents, LLC
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com
dtescher@tescherspallina.com

Chicago Title Land Trust Company
10 S. LaSalle Street,
Suite 2750
Chicago, IL 60603
David Lanciotti,
Exec Vice Pres and General Counsel
David.Lanciotti@ctt.com

MOTION IN OPPOSITION TO:...
Sunday, October 19, 2014
SERVICE LIST

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

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

Dennis McNamara
Executive Vice President and General Counsel
Oppenheimer & Co. Inc.
Corporate Headquarters
125 Broad Street
New York, NY 10004
800-221-5588
Dennis.mcnamara@opco.com
info@opco.com

Hunt Worth, Esq.
President
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
302-792-3500
hunt.worth@opco.com

Dennis G. Bedley
Chairman of the Board, Director and Chief Executive Officer
Legacy Bank of Florida
Glades Twin Plaza
2300 Glades Road
Suite 120 West – Executive Office
Boca Raton, FL 33431
info@legacybankfl.com
DBedley@LegacyBankFL.com

Neil Wolfson
President & Chief Executive Officer
Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890-0001
nwolfson@wilmingtontrust.com

Ralph S. Janvey
Krage & Janvey, L.L.P.
Federal Court Appointed Receiver
Stanford Financial Group
2100 Ross Ave, Dallas, TX 75201
rjanvey@kjllp.com

James Dimon
Chairman of the Board and Chief Executive Officer
JP Morgan Chase & CO.
270 Park Ave. New York, NY 10017-2070
Jamie.dimon@jpmchase.com

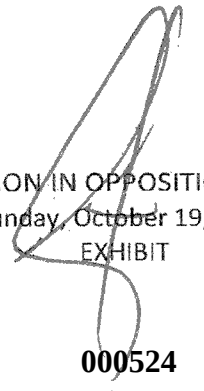
Janet Craig
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
Janet.Craig@opco.com

William McCabe
Oppenheimer & Co., Inc.
85 Broad St Fl 25
New York, NY 10004
William.McCabe@opco.com

MOTION IN OPPOSITION TO:...
Sunday, October 19, 2014
SERVICE LIST

EXHIBIT 1

OPPENHEIMER LETTER OF RESIGNATION



MOTION IN OPPOSITION TO:...
Sunday, October 19, 2014
EXHIBIT

GRAY | ROBINSON
ATTORNEYS AT LAW

433 PLAZA REAL, SUITE 339
BOCA RATON, FLORIDA 33432
TEL 561-368-3808
FAX 561-368-4008

BOCA RATON
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

561-886-4122
STEVEN.LESSNE@GRAY-ROBINSON.COM

April 22, 2014

VIA E-MAIL, FEDERAL EXPRESS AND CERTIFIED MAIL

Eliot and Candice Bernstein
as the natural guardians of Joshua, Jacob and Daniel Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434-3459

Re: Resignation as Trustee of Trusts for the benefit of Joshua, Jacob and Daniel Bernstein; Offer to Resign as Manager of Bernstein Family Realty, LLC

Dear Mr. and Mrs. Bernstein:

I represent, and am writing to you on behalf of, Oppenheimer Trust Company of Delaware ("Oppenheimer"), in its capacity as Trustee of the three trusts created by Simon Bernstein for the benefit of your minor children, Joshua, Jacob and Daniel Bernstein (the "Trusts"). This letter is directed to you, as the parents and natural guardians of Joshua, Jacob and Daniel Bernstein (the "Beneficiaries"), and will constitute due notice to the Beneficiaries under the Trusts and Florida law.

Oppenheimer hereby notifies you that it will resign as Trustee of the Trusts effective May 26, 2014 (the "Effective Date"). You, as the natural guardians of the Beneficiaries, have the right and obligation to appoint a successor corporate trustee. If you do not provide Oppenheimer, through me, with a written document evidencing that a successor corporate trustee has been appointed and has accepted the appointment before the Effective Date, Oppenheimer will petition the Court to either appoint a successor trustee or terminate the Trusts and distribute their assets to you, as natural guardians of the Beneficiaries.

For your information, the Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

Finally, Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

Please let me know of your intentions with regard to the appointment of a successor trustee before the Effective Date.

I am also writing to you on behalf of Oppenheimer, in its capacity as the Manager of Bernstein Family Realty, LLC (the "Company"). As you know, the Trusts are the sole owners and members of the Company, and the Company owns the house occupied by you and the Beneficiaries. Oppenheimer understands that the house is encumbered by two mortgages which probably exceed the value of the house. A third party, William Stansbury, claims that he is entitled to an equitable lien on the house, and he has sued the Company to establish such a lien. At Oppenheimer's direction, the Company is defending the lawsuit in order to avoid the claimed third lien on the house.

You have expressed unhappiness with Oppenheimer's management of the Company. In light of Oppenheimer's decision to resign as Trustee, Oppenheimer would like to offer you the opportunity to assume management of the Company, or appoint another successor manager, so that you or your chosen manager can defend the Stansbury lawsuit, operate the Company and deal with third parties on behalf of the Company as you deem to be in the best interest of the Company's members and, ultimately, your children. If you would like Oppenheimer to resign as Manager, please notify me in writing, before the Effective Date, of your selection of an appropriate successor manager and the successor's agreement to serve. Upon receipt of your selection, Oppenheimer will resign as Manager and, on behalf of the member Trusts, appoint your chosen successor.

Please note that, if you do not request Oppenheimer's earlier resignation and designate a successor manager, it is Oppenheimer's intent to resign as Manager of the Company after a successor trustee is appointed or the Trusts are terminated. At that point, it will be up to the successor trustee or you, as natural guardians of the Beneficiaries, to appoint a new manager.

If you have any questions regarding the foregoing, please contact me or have your attorney do so.

Very truly yours,

Steven A. Lessne FOR

SAL/sl

cc: Oppenheimer Trust Company of Delaware *(via e-mail and U.S. Mail)*

2014 NOV 10 AM 10:03
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

OMNIBUS ORDER

THIS MATTER came before the Court on October 20, 2014 upon the following Motions filed by Oppenheimer Trust Company of Delaware ("Oppenheimer"): (i) Motion for Summary Judgment As To Count I Of Its Petition; (ii) Motion To Strike Or Sever Counterclaim; and (iii) Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries. Having considered the Motions, heard argument from Oppenheimer's counsel and from Eliot and Candice Bernstein (the "Bernsteins"), and being otherwise duly advised in the premises, it is hereupon

ORDERED and ADJUDGED as follows:

1. Oppenheimer's Motion for Summary Judgment As To Count I Of Its Petition is granted as follows:

a. Oppenheimer effectively resigned as Trustee of the three "Grandchildren Trusts" at issue in this case effective as of May 26, 2014.

b. By October 30, 2014, the Bernsteins, as natural guardians of the minor beneficiaries of the Grandchildren Trusts, shall submit the name and address of a proposed Successor Trustee to the Court, to Oppenheimer's counsel and to the proposed Successor Trustee. At the time of their submissions, the Bernsteins shall notify the proposed Successor Trustee that he/she shall either accept or decline the appointment by November 10, 2014 by notifying the Court, the Bernsteins and counsel for Oppenheimer of his/her election in writing.

c. If the proposed Successor Trustee accepts the appointment, Oppenheimer shall deliver the trust assets to the Successor Trustee in accordance with the provisions of Fla. Stat. § 736.0707(2). If the proposed Successor Trustee declines the appointment or fails to respond, the Court will consider other available options in light of Oppenheimer's resignation.

2. Oppenheimer may file and serve final accountings for each of the Grandchildren Trusts with the Court. Within twenty (20) days after Oppenheimer files and serves its final accountings, the Bernsteins, as natural guardians of the minor beneficiaries, may file form, line-item objections to the final accountings. Thereafter, the Court will conduct appropriate proceedings to review and settle the final accountings.

3. The Court withholds ruling on Oppenheimer's Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries, but may reconsider Oppenheimer's Motion after the Bernsteins file their objections to the final accounting or at a later date.

4. The Counter-Complaint filed in this action remains stayed pending further Order of this Court.

DONE AND ORDERED in Chambers, Palm Beach County, Florida, this 7 day of ~~October~~ Nov, 2014.

Hon. Martin H. Colin, Circuit Judge

cc: Steven A. Lessne, Esq.
Eliot and Candice Bernstein
Alan Rose, Esq.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

ELIOT AND CANDICE BERNSTEIN,

IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS, JURY TRIAL REQUESTED

Plaintiffs,

v.

HON. JEFFREY DANA GILLEN
TRANSFERRED TO
HON. MARTIN COLIN

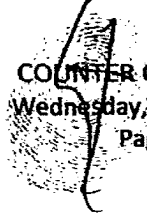
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PALM BEACH COUNTY, FL
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OPPENHEIMER & CO. INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
OPPENHEIMER TRUST COMPANY OF DELAWARE AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LEGACY BANK OF FLORIDA AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
STANFORD FINANCIAL GROUP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JP MORGAN CHASE & CO. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JANET CRAIG, INDIVIDUALLY;
JANET CRAIG, PROFESSIONALLY;
HUNT WORTH, INDIVIDUALLY;

HUNT WORTH, PROFESSIONALLY;
WILLIAM MCCABE, ESQ., INDIVIDUALLY;
WILLIAM MCCABE, ESQ., PROFESSIONALLY;
THEODORE STUART BERNSTEIN, INDIVIDUALLY;
PAMELA SIMON, INDIVIDUALLY;
STP ENTERPRISES, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ROBERT SPALLINA, ESQ., INDIVIDUALLY;
ROBERT SPALLINA, ESQ., PROFESSIONALLY;
DONALD R. TESCHER, ESQ., PERSONALLY;
DONALD R. TESCHER, ESQ., PROFESSIONALLY;
GUTTER CHAVES JOSEPHER RUBIN FORMAN FLEISHER MILLER P.A. FKA TESCHER GUTTER CHAVES JOSEPHER RUBIN RUFFIN & FORMAN AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TESCHER & SPALLINA, P.A., AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
MARK MANCERI, ESQ., PERSONALLY;
MARK MANCERI, ESQ., PROFESSIONALLY;
MARK R. MANCERI, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
PAGE, MRACHEK, FITZGERALD & ROSE, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ALAN B. ROSE, ESQ. – PERSONALLY;
ALAN B. ROSE, ESQ. – PROFESSIONALLY;
PANKAUSKI LAW FIRM PLLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL,

MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JOHN J. PANKAUSKI, ESQ. – PERSONALLY;
JOHN J. PANKAUSKI, ESQ. – PROFESSIONALLY;
KIMBERLY FRANCIS MORAN – PERSONALLY;
KIMBERLY FRANCIS MORAN – PROFESSIONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES – PERSONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES – PROFESSIONALLY;
GERALD R. LEWIN, CPA – PERSONALLY;
GERALD R. LEWIN, CPA – PROFESSIONALLY;
CBIZ, INC. (NYSE: CBZ) AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, CPA'S, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
SIMON L. BERNSTEIN TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SIMON BERNSTEIN (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SIMON BERNSTEIN (2012) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL (EXCLUDING BENJAMIN BROWN AND BRIAN O'CONNELL);
SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
WILMINGTON TRUST [redacted] SIMON L BERNSTEIN IRREVECOBABLE TRUST AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
WILMINGTON TRUST COMPANY AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995

(CURRENTLY MISSING AND LEGALLY NONEXISTENT) AND ITS CURRENT ALLEGED AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SIMON BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
THE 2000 LAST WILL AND TESTAMENT OF SIMON BERNSTEIN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
THE 2000 LAST WILL AND TESTAMENT OF SHIRLEY BERNSTEIN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ALBERT GORTZ, ESQ. – PERSONALLY;
ALBERT GORTZ, ESQ. – PROFESSIONALLY;
PROSKAUER ROSE, LLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
MARITAL TRUST AND FAMILY TRUST CREATED BY SHIRLEY BERNSTEIN TRUST (2008) AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
BERNSTEIN FAMILY REALTY, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
BERNSTEIN HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
BERNSTEIN FAMILY INVESTMENTS, LLLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONCEPTS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES,



SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIC HOLDINGS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
CFC OF DELAWARE, LLC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONNECTION, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TSB HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TSB INVESTMENTS LLLP AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE CONCEPTS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LIFE INSURANCE INNOVATIONS, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL MANAGEMENT LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL MARKETING, INC. AND ITS CURRENT AND FORMER

DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
ARBITRAGE INTERNATIONAL HOLDINGS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
TOTAL BROKERAGE SOLUTIONS LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
CAMBRIDGE FINANCING COMPANY AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICE ASSOCIATION, INC. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICE CORP (FLORIDA) AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
NATIONAL SERVICES PENSION PLAN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ARBITRAGE INTERNATIONAL MARKETING INC. 401 (K) PLAN AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
S.B. LEXINGTON, INC. 501(C)(9) VEBA TRUST;
TRUST F/B/O JOSHUA BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
TRUST F/B/O DANIEL BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
TRUST F/B/O JAKE BERNSTEIN UNDER THE SIMON L. BERNSTEIN TRUST DTD 9/13/2012 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;

DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 AND ITS CURRENT AND FORMER TRUSTEES, FIDUCIARIES AND COUNSEL;
HERITAGE UNION LIFE AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LISA FRIEDSTEIN;
JILL IANTONI;
STEVEN A. LESSNE, ESQ., PERSONALLY;
STEVEN A. LESSNE, ESQ., PROFESSIONALLY;
GRAYROBINSON, P.A. AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, ASSOCIATES, OF COUNSEL, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
T&S REGISTERED AGENTS, LLC AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
LASALLE NATIONAL TRUST, NA AND ITS CURRENT AND FORMER DIVISIONS, AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARENTS, PREDECESSORS, SUCCESSORS, ASSIGNORS, ASSIGNS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, ADMINISTRATORS, REPRESENTATIVES, ATTORNEYS, INSURERS AND FIDUCIARIES;
JOHN AND JANE DOE'S (1-5000),

Defendants,

COUNTER COMPLAINT



Comes now, Plaintiffs, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice") (together, "Plaintiffs"), Individually, PRO SE[1] and as the Natural Guardians of three irrevocable trusts created by Simon Bernstein for the benefit of his grandchildren of Candice and Eliot, namely Joshua, Jake and Daniel Bernstein, as Guardians for the members of Bernstein Family Realty LLC and beneficiaries of the hereunder sued Trusts, Estates and Corporate Entities set up by Simon and Shirley Bernstein and sues the following parties, hereby demanding trial by jury of all issues so triable and so states, **on information and belief**:

Parties, Jurisdiction and Venue

1. This is an action for money damages in excess of $15,000.00 and for equitable, compensatory, punitive and other reliefs.
2. Plaintiffs, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), are the parents and natural guardians of minors, Joshua Ennio Zander Bernstein ("Joshua") or ("Josh"), Jacob Noah Archie Bernstein ("Jacob") or ("Jake") and Daniel Elijsha Abe Ottomo Bernstein ("Daniel") or ("Danny"), and reside with them in Palm Beach County, Florida. Joshua, Jacob and Daniel are the sole beneficiaries under three irrevocable trusts (the "Trusts") created by their late grandfather, Simon Leon Bernstein ("Simon") and grandmother Shirley Bernstein ("Shirley"), on September 7, 2006. Eliot, Candice and their children are also beneficiaries of Trusts, Estates and Corporate Entities sued hereunder.

[1] Pleadings in this case are being filed by Plaintiff In Propria Persona, PRO SE, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Set 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)." In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice.

3. Defendant Oppenheimer & Co. Inc. is headquartered in New York, New York and doing business in Florida with the Bernstein family.

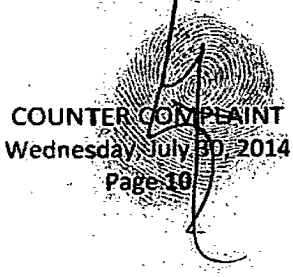
4. Defendant, Oppenheimer Trust Company of Delaware ("Oppenheimer") is a Delaware corporation with its principal place of business in Wilmington, Delaware and doing business in Florida with the Bernstein family and was Trustee of the, SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738; JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381; JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381; as Manager of BERNSTEIN FAMILY REALTY, LLC.

5. Defendant, Legacy Bank of Florida ("Legacy") is domiciled in Florida and doing business in Florida and did banking business with the Bernstein family and BERNSTEIN FAMILY REALTY, LLC. and others.

6. Defendant, Stanford Financial Group ("Stanford") is in receivership in Texas and was doing business in Florida with the Bernstein family and was former; Trustee of the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; Trustee of the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 and more.



7. Defendant, JPMorgan Chase & Co. ("JPM") is headquartered in New York, New York and doing business in Florida with the Bernstein family and was former; Trustee of the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; Trustee of the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06; DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006; JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006 and more.
8. Defendant, Bernstein Family Realty LLC ("BFR") is domiciled in Florida and doing business with the Bernstein family, Eliot's three minor children are the Members.
9. Defendant, Janet Craig ("Craig"), Personally, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.
10. Defendant, Janet Craig, Professionally, as the, alleged Trustee for Trusts of Joshua, Jacob and Daniel Bernstein (Minors); as the alleged Manager of Bernstein Family Realty and more and is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.
11. Defendant, Hunt Worth ("Worth"), Individually, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.
12. Defendant, Hunt Worth, Professionally, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.
13. Defendant, William McCabe, Esq., Individually, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida.
14. Defendant, William McCabe, Esq., Professionally, is an employee of Oppenheimer & Co. Inc. and was doing business with the Bernstein family in Florida and acting as Counsel to Oppenheimer as Trustee of Trusts for Eliot's children and Counsel to Oppenheimer as Manager of BFR.



15. Defendant, Theodore Stuart Bernstein ("Theodore") or ("Ted"), Individually, is a resident of Florida and a central defendant in all allegations contained herein.

16. Defendant, Theodore Bernstein as the,

i. Personal Representative and Fiduciary of the ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008);

ii. alleged Successor Trustee and Fiduciary of the SHIRLEY BERNSTEIN TRUST AGREEMENT (2008);

iii. alleged Successor Trustee and Fiduciary of the SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

iv. as the alleged Trustee and Fiduciary of the SIMON L. BERNSTEIN TRUST AGREEMENT (2008);

v. as alleged Successor Trustee and Fiduciary of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

vi. as the alleged Trustee and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995;

vii. as an alleged Trustee and Fiduciary of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

viii. as alleged Manager of Bernstein Family Realty LLC;

ix. an Employee, Officer and Director of LIC Holdings, Inc.;

x. as alleged Trustee and Fiduciary to the WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST;

xi. as an Officer, Director, Shareholder of Life Insurance Concepts, Inc. of all of the following; Defendant, LIC Holding, Inc.; LIC Holdings, LLC; CFC of Delaware, LLC.; Life Insurance Connection, Inc.; TSB Holdings, LLC; TSB Investments LLLP; Life

Insurance Concepts, LLC; Life Insurance Innovations, Inc.; Arbitrage International Management LLC; Arbitrage International Marketing, Inc.; Arbitrage International Holdings, LLC; Total Brokerage Solutions LLC; Cambridge Financing Company; National Service Association, Inc.; National Service Corp (Florida);

xii. as plan administrator and Trustee for, National Services Pension Plan; Arbitrage International Marketing, Inc. 401 (K) Plan.

17. Defendant, Pamela Beth Simon ("Pamela") or ("Pam"), Individually, is a resident of Illinois.

18. Defendant, STP Enterprises, Inc. is an Illinois company with Headquarters in Illinois and doing business in Florida.

19. Defendant, Pamela Simon, acting as, an Officer, Director and Shareholder of defendant STP Enterprises, Inc. and as a Plan Administrator and Trustee of defendant S.B. Lexington, Inc. 501(c)(9) VEBA Trust.

20. Defendant, Robert Spallina, Esq. ("Spallina"), Individually, is a resident of Florida.

21. Defendant, Robert Spallina, Esq., Professionally, is a resident of Florida and a central defendant in all allegations contained herein.

22. Defendant, Robert L. Spallina, Esq. as the **former**,

i. Co-Personal Representative, Counsel and Fiduciary of the ESTATE and WILL OF SIMON BERNSTEIN (2012);

ii. Co-Trustee, Counsel and Fiduciary of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

iii. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged WILL OF SIMON BERNSTEIN (2012);

iv. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

v. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

vi. Trustee and Fiduciary of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

vii. Trustee, Counsel and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995;

viii. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN TRUST AGREEMENT (2008);

ix. Personal Representative, Fiduciary and Counsel to the ESTATE and WILL OF SIMON BERNSTEIN (2008);

x. Trustee, Fiduciary and Counsel to the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xi. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xii. Trustee, Fiduciary and Counsel to the WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST;

xiii. Counsel to the Personal Representative and Fiduciary Simon Bernstein and Successor Personal Representative Theodore Bernstein for the ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008);

xiv. Counsel to the Trustee and Fiduciary Simon Bernstein and Successor Trustee Theodore Bernstein for the SHIRLEY BERNSTEIN TRUST AGREEMENT (2008);



xv. Counsel to the alleged Successor Trustee and Fiduciary Theodore Bernstein of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

xvi. Trustee, Fiduciary and Counsel to the ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008;

xvii. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xviii. Trustee, Fiduciary and Counsel to the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xix. Trustee, Fiduciary and Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xx. Trustee, Fiduciary and Counsel to the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxi. Trustee, Fiduciary and Counsel to the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxii. Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738;

xxiii. Counsel to the Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxiv. Counsel to the Defendant, JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxv. Counsel and Registered Agent to the Defendant, BERNSTEIN FAMILY REALTY, LLC;

xxvi. Counsel, Registered Agent and Manager of Bernstein Holdings LLC;

xxvii. Counsel and Registered Agents for Bernstein Family Investments LLLP;

xxviii. Counsel and Trustee to Defendants, Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012.

23. Defendant, Donald R. Tescher, Esq. ("Tescher"), Personally, is a resident of Florida.

24. Defendant, Donald R. Tescher, Esq., Professionally, is a resident of Florida and a central defendant in all allegations contained herein.

25. Defendant, Donald Tescher, Esq. as the **former**,

i. Co-Personal Representative, Counsel and Fiduciary of the ESTATE and WILL OF SIMON BERNSTEIN (2012);

ii. Co-Trustee, Counsel and Fiduciary of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

iii. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged WILL OF SIMON BERNSTEIN (2012);

iv. Counsel to the Co-Personal Representatives and Co-Trustees of the alleged SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012);

v. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

vi. Trustee and Fiduciary of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

vii. Trustee, Counsel and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995;

viii. Trustee, Counsel and Fiduciary of the SIMON L. BERNSTEIN TRUST AGREEMENT (2008);

ix. Personal Representative, Fiduciary and Counsel to the ESTATE and WILL OF SIMON BERNSTEIN (2008);

x. Trustee, Counsel and Fiduciary of the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xi. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xii. Trustee, Fiduciary and Counsel to the WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST;

xiii. Counsel to the Personal Representative and Fiduciary Simon Bernstein and Successor Personal Representative Theodore Bernstein for the ESTATE AND WILL OF SHIRLEY BERNSTEIN (2008);

xiv. Counsel to the Trustee and Fiduciary Simon Bernstein and Successor Trustee Theodore Bernstein for the SHIRLEY BERNSTEIN TRUST AGREEMENT (2008);

xv. Counsel to the alleged Successor Trustee and Fiduciary Theodore Bernstein of the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008);

xvi. Trustee, Fiduciary and Counsel to the ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008;

xvii. Trustee, Fiduciary and Counsel to the SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xviii. Trustee, Fiduciary and Counsel to the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

xix. Trustee, Fiduciary and Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xx. Trustee, Fiduciary and Counsel to the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxi. Trustee, Fiduciary and Counsel to the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

xxii. Counsel to the DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738;

xxiii. Counsel to the Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxiv. Counsel to the Defendant, JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

xxv. Counsel and Registered Agent to the Defendant, BERNSTEIN FAMILY REALTY, LLC;

xxvi. Counsel, Registered Agent and Manager of Bernstein Holdings LLC;

xxvii. Counsel and Registered Agent for Bernstein Family Investments LLLP;

xxviii. Counsel and Trustee to Defendants, Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012; Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012.

26. Defendant, Gutter Chaves Josepher Rubin Forman Fleisher Miller, P.A., is domiciled in Florida and was Counsel to Simon and Shirley Bernstein for Estate planning work and more prior to Donald Tescher's removal from that firm and forming Tescher & Spallina, P.A. on or about the time that Simon became a client of the firm.

27. Defendant, Tescher & Spallina, P.A. ("TSPA") is domiciled in Florida and was Counsel to Simon and Shirley Bernstein for Estate planning and more.

28. Defendant, Mark Manceri, Esq. ("Manceri"), Personally, is a resident of Florida.

29. Defendant, Mark Manceri, Esq., Professionally, is a resident of Florida and as, Counsel to the Defendant, BERNSTEIN FAMILY REALTY, LLC; Counsel to Defendants Tescher and Spallina; Counsel to Defendant Theodore Bernstein as an Individual; Counsel to Theodore Bernstein as alleged Successor Trustee of Shirley Bernstein Trust Agreement 2008; Counsel to Theodore Bernstein as Personal Representative of the Estate and Will of Shirley Bernstein; Counsel to the Estate and Will of Simon Bernstein 2012.
30. Defendant, Mark R. Manceri, P.A. ("MRMPA") is domiciled in Florida.
31. Defendant, Page, Mrachek, Fitzgerald & Rose, P.A. ("PMFR") is domiciled in Florida.
32. Defendant, Alan B. Rose, Esq., ("Alan"), Personally, is a resident of Florida.
33. Defendant, Alan B. Rose, Esq., Professionally, is a resident of Florida and as Counsel to Defendant Theodore Bernstein as an Individual; Counsel to Theodore Bernstein as alleged Successor Trustee of the alleged Shirley Bernstein Trust Agreement 2008; Counsel to Theodore Bernstein as Personal Representative of the Estate and Will of Shirley Bernstein; Counsel to the alleged Successor Trustee Theodore Bernstein of the alleged Simon Bernstein Amended and Restated Trust (2012); Counsel to Theodore Bernstein in the Stansbury Creditor Lawsuit in various capacities of various entities named hereunder.
34. Defendant, Pankauski Law Firm PLLC ("PLF"), is domiciled in Florida.
35. Defendant, John J. Pankauski, Esq. ("Pankauski"), Personally, is a resident of Florida.
36. Defendant, John J. Pankauski, Esq., Professionally, is a resident of Florida and as Counsel to Defendant Theodore Bernstein as an Individual; Counsel to Theodore Bernstein as alleged Successor Trustee of the alleged Shirley Bernstein Trust Agreement 2008; Counsel to Theodore Bernstein as Personal Representative of the Estate and Will of Shirley Bernstein; Counsel to the alleged Successor Trustee Theodore Bernstein of the alleged Simon Bernstein Amended and Restated Trust (2012).
37. Defendant, Kimberly Francis Moran ("Moran"), Personally, is a resident of Florida.

38. Defendant, Kimberly Francis Moran, Professionally, is a resident of Florida and was Notary Public/Legal Assistant for Spallina & Tescher P.A. and was convicted of Felony Fraudulent Notarization in the Estate of Shirley Bernstein and admitted Forgeries, including Post Mortem Forgery of Simon's name while working and under direction of Defendants Tescher, Spallina and Tescher & Spallina, P.A. Moran has also had her Notary Public license revoked by Governor of Florida Rick Scott's Notary Public Division.

39. Defendant, Lindsay Baxley aka Lindsay Giles ("Baxley"), Personally, is a resident of Florida.

40. Defendant, Lindsay Baxley aka Lindsay Giles, Professionally, is a resident of Florida and has been reprimanded by the Governor of Florida Rick Scott's Notary Public Division for having improperly notarized the alleged 2012 Will and Amended and Restated Trust of Simon. That Baxley aka Giles was also reprimanded by the Governor's office for failing to notify the Governor's Notary Public Division of her name change and misusing her Notary Stamp.

41. Defendant, Gerald R. Lewin, CPA ("Lewin"), Personally, is a resident of Florida.

42. Defendant, Gerald R. Lewin, CPA, Professionally, is a resident of Florida and as, the Accountant to Simon and Shirley Bernstein, account to the Estates and Trusts of Simon and Shirley; Accountant to the Corporate Entities sued hereunder; Accountant and Shareholder of the Iviewit companies; and more.

43. Defendant, CBIZ, INC. (NYSE: CBZ) ("CBIZ"), is domiciled in Ohio and doing business in Florida and is; the Accounting Firm to Simon and Shirley Bernstein; Accounting Firm to Corporate Entities sued hereunder; Accounting Firm to the Estates and Trusts of Simon and Shirley; and more..

44. Defendant, SIMON L. BERNSTEIN TRUST AGREEMENT (2008) is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

45. Defendant, SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

46. Defendant, ESTATE and WILL OF SIMON BERNSTEIN (2008) is a Will established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

47. Defendant, ESTATE and WILL OF SIMON BERNSTEIN (2012) is a Will established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

48. Defendant, SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT (2012) is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

49. Defendant, SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

50. Defendant, WILMINGTON TRUST 088949-000 SIMON L BERNSTEIN IRREVECOBABLE TRUST is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

51. Defendant, Wilmington Trust Company, is domiciled in Wilmington Delaware and doing business in Florida with the Bernstein family.

52. Defendant, SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 is a Trust established in Florida by Shirley. Information is currently unavailable regarding the Trustees, etc. as it is alleged

missing or destroyed and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

53. Defendant, ESTATE and WILL OF SHIRLEY BERNSTEIN (2008) is a Will established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

54. Defendant, SHIRLEY BERNSTEIN TRUST AGREEMENT (2008) is a Trust established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

55. Defendant, SHIRLEY BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008) is a Trust established in Florida by Shirley and where the Beneficiaries are presumed to include but are not limited to, Eliot and/or his children or both. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

56. Defendant, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995, is a suppressed and denied trust that is alleged missing and lost and yet a Plaintiff in a US Federal Court case and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both and the Estate of Simon.

57. Defendant, SIMON BERNSTEIN 2000 INSURANCE TRUST (dated august 15, 2000), is a Trust established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

58. Defendant, SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000), is a Trust established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.



59. Defendant, the 2000 LAST WILL AND TESTAMENT OF SIMON BERNSTEIN, is a Will established in Florida by Simon and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

60. Defendant, the 2000 LAST WILL AND TESTAMENT OF SHIRLEY BERNSTEIN, is a Will established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

61. Defendant, Albert Gortz, Esq., Personally, is a resident of Florida and was doing business in Florida with the Bernstein family.

62. Defendant, Albert Gortz, as the Trustee and/or Personal Representative of the, SIMON BERNSTEIN 2000 INSURANCE TRUST (dated august 15, 2000) 6/21/1995; SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (dated august 15, 2000); 2000 LAST WILL AND TESTAMENT OF SIMON BERNSTEIN; 2000 LAST WILL AND TESTAMENT OF SHIRLEY BERNSTEIN.

63. Defendant, Albert Gortz, Esq., Professionally, is a resident of Florida and was doing business in Florida with the Bernstein family.

64. Defendant, Proskauer Rose LLP, is domiciled in New York, New York and was doing business in Florida with the Bernstein family.

65. Defendant, MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN TRUST (2008), are Trusts established in Florida by Shirley and where the Beneficiaries, include but are not limited to, Eliot and/or his children or both.

66. Defendant, Bernstein Family Realty, LLC, is domiciled in Florida and was managed by Theodore Bernstein and Janet Craig and where the Members are Eliot's three minor children equally.

67. Defendant, Bernstein Holdings LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

68. Defendant, Bernstein Family Investments LLLP, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

69. Defendant, Life Insurance Concepts, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

70. Defendant, LIC Holding, Inc. ("LICI") is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

71. Defendant, LIC Holdings, LLC ("LICL") is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

72. Defendant, CFC of Delaware, LLC., is domiciled in Delaware and doing business in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

73. Defendant, Life Insurance Connection, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

74. Defendant, TSB Holdings, LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

75. Defendant, TSB Investments LLLP, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

76. Defendant, Life Insurance Concepts, LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

77. Defendant, Life Insurance Innovations, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

78. Defendant, Arbitrage International Management LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

79. Defendant, Arbitrage International Marketing, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

80. Defendant, Arbitrage International Holdings, LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

81. Defendant, Total Brokerage Solutions LLC, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

82. Defendant, Cambridge Financing Company, is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

83. Defendant, National Service Association, Inc., is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

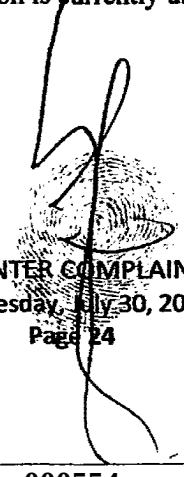
84. Defendant, National Service Corp (Florida), is domiciled in Florida and Simon Bernstein was a Director, Officer and Shareholder and his Estate and Trusts are owners of those interests.

85. Defendant, National Services Pension Plan, is set up in Florida and Simon Bernstein was a plan Participant and his Estate and Trusts are owners of those interests.

86. Defendant, Arbitrage International Marketing, Inc. 401 (K) Plan, is set up in Florida and Simon Bernstein was a plan Participant and his Estate and Trusts are owners of those interests.

87. Defendant, S.B. Lexington, Inc. 501(c)(9) VEBA Trust, is set up in Illinois and Simon Bernstein was a plan Participant. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

88. Defendant, Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012, is a trust set up in Florida by an unknown. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.



89. Defendant, Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012, is a trust set up in Florida by an unknown. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

90. Defendant, Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012, is a trust set up in Florida by an unknown. Information is currently unavailable regarding the Trustees, etc. as it is alleged missing or destroyed.

91. Defendant, ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008, is a Trust established in Florida by Shirley and Simon.

92. Defendant, DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, is a Trust established in Florida by Shirley and Simon.

93. Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, is a Trust established in Florida by Shirley and Simon.

94. Defendant, JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, is a Trust established in Florida by Shirley and Simon.

95. Defendant, DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738, is a Trust established in Florida by Shirley and Simon.

96. Defendant, JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381, is a Trust established in Florida by Shirley and Simon.

97. Defendant, JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 is a Trust established in Florida by Shirley and Simon.

98. Defendant, Heritage Union Life, is domiciled in Illinois and the issuer of a MISSING life insurance policy in dispute already in an Illinois Federal Court that was owned by Simon in Florida and Simon was the Insured.

99. Defendant, JILL MARLA IANTONI, Personally.

100. Defendant, LISA SUE FRIEDSTEIN, Personally.

101. Defendant, Steven A. Lessne, Esq., Personally.

102. Defendant Steven A. Lessne, Esq., Professionally and as alleged Counsel to the Defendant, BERNSTEIN FAMILY REALTY, LLC; as Counsel to the Defendant Oppenheimer and Janet Craig as Manager of BFR.

103. Defendant, GrayRobinson, P.A. is domiciled in Florida and is Counsel, to Defendants in this matter BFR; Eliot's Minor Children's School Trusts; Janet Craig as Manager of BFR and Janet Craig as Trustee of the Children's School Trusts at Oppenheimer.

104. T&S REGISTERED AGENTS, LLC, is the Registered Agent to many of the Corporate Entities sued hereunder and believed to be owned by Defendants Tescher and Spallina.

105. LaSalle National Trust, NA, is domiciled in Illinois and is an alleged Beneficiary of an Insurance Policy at issue in the matters on the life of Simon.

106. Defendants, JOHN AND JANE DOE 1-5000 are John Doe.

107. Jurisdiction and venue are proper in Palm Beach County, Florida because the Beneficiaries of the Trusts reside here, the Trusts were created in Florida, the Trust and the Corporate Entities are domiciled here and/or do business in the State of Florida.

BACKGROUND SPECIFIC TO THIS CASE

108. That to save the Court a lengthy filing by Eliot attempting to recap the many criminal acts and civil torts of each of the counter defendants, including those proven, admitted and alleged crimes committed by some of the Fiduciaries and Attorneys at Law acting as Officers of this Court before the Honorable Judge Martin Colin and Honorable David French, in the Estates and Trusts of Simon and Shirley Bernstein, including but far from limited to, Frauds on the Court, Frauds on the Beneficiaries, Fraud on Interested Parties, Creditor Fraud, Bank Fraud, Insurance Fraud, Theft of

Assets and other criminal acts and civil torts that directly relate to this instant legal action, Eliot instead hereby incorporates by reference all ongoing cases before this Court related to the Simon and Shirley Bernstein Estates and Trusts, including but not limited to all, pleadings, rulings, evidence, etc. that are currently before Hon. Judge Colin in the related cases already before this Court for almost two years.

109. That Simon and Shirley set up trust accounts for Eliot and his children and also set up an LLC named Bernstein Family Realty, LLC ("BFR") while living, in order to fund all of their living expenses, due to the fact that Eliot has had a bomb put in his car, death threats and is in the middle of a very intense RICO and ANTITRUST Lawsuit, where he and his family have been in grave danger for many years fighting corruption inside the very framework of the legal system.

110. That these entities were set up by Simon and Shirley for the benefit of Eliot, Candice and their children, in part funding the children's school, income for the family and covering all home and living expenses for many years prior to Simon and Shirley's passing and even after they had passed away these were continued for a certain period of time.

111. That the children's trust accounts were used to purchase a home for Eliot and his family and the home was owned by BFR with a loan to Walter Sahm who was the prior owner of the home and Simon's business partner and a legally deficient and "affected" loan to Simon was made to further protect the home from any actions against Eliot and his three minor children. The three children of Eliot are the only Members of BFR owning equal shares.

112. That the children's school trust accounts were funded in 2006 and BFR was also then established to pay household bills and expenses.

113. That several months after Simon died, BFR continued to pay bills and expenses as it was intended by Simon and Shirley that after their deaths these vehicles would be fully funded to provide for Eliot and his family for most of their natural lives with prudent investment of their inheritances.

114. That several months after Simon died, his assistant Rachel Walker ("Walker") was fired by Theodore and she informed Eliot and Candice that at the direction of Robert Spallina and Donald Tescher, Eliot and Candice would be taking over BFR's accounts and the payment of the bills. Walker brought these documents to their home at the direction of Spallina and Tescher.

115. That the account appeared to be held by Simon Bernstein.

116. That Eliot and Walker then called Legacy Bank and found out that not only was Walker not a signor on the account but that Simon was the only signor and that Walker could no longer sign checks or have any information regarding the account.

117. That Legacy Bank, who knew Simon well as a private banking client had not been informed that Simon had been dead for several months and was shocked to learn that his accounts were still being used and accessed POST MORTEM.

118. That Legacy Bank immediately upon finding that Simon was dead, froze the bank accounts and stated they could only speak with the PR of the Estate of Simon.

119. That Eliot immediately requested an investigation into how the accounts were being used POST MORTEM on an LLC account for a company his children owned.

120. That Eliot and Rachel notified Spallina that at the bequest of Legacy Bank he was required to call them immediately as the BFR accounts and others had been frozen instantly as the account was accessed unauthorized for months.

121. That subsequently it was also found through the production documents recently transferred to the Curator Ben Brown by Spallina and Tescher upon this Court's Order that other bank and credit card accounts were also used by others for months after Simon died by various parties.

122. That Spallina contacted Legacy Bank and then notified Eliot and Candice that he was transferring the frozen funds and BFR accounts to Janet Craig of Oppenheimer who he stated was the new acting Manager of BFR and Trustee of the children's trusts.

123. That Eliot and Candice later learned that this transfer of title of Manager of BFR was in violation of BFR's operating agreement; see BFR documents @ http://www.iviewit.tv/BFR%20BFH%20BFI%20RECORDS.pdf , fully incorporated by reference herein.

124. That it is now claimed by Craig that she self-appointed herself as Manager of BFR, again in violation of BFR's operating agreement.

125. That Spallina then directed Craig to open a new Oppenheimer BFR account with Craig and Worth as the agents now handling the BFR bills and the children's school trusts.

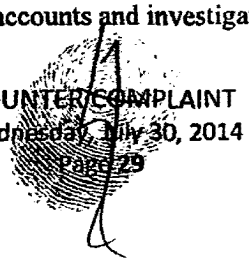
126. That Eliot and Candice requested repeatedly of Spallina, Tescher, Craig and Worth to provide historical account statements for Legacy Bank's BFR account so that they could determine how much was in the account prior to Simon's death and how much was used illegally POST MORTEM and they were refused this information repeatedly.

127. That Craig worked directly with Spallina and Tescher to transfer funds to Oppenheimer that had been previously frozen by Legacy Bank in their BFR accounts that were frozen when Eliot informed Legacy that Simon's Legacy accounts were being used ILLEGALLY, POST MORTEM.

128. That Craig then opened up a new BFR account at Oppenheimer and deposited the Legacy BFR account funds into the new account with the aid of Spallina and Tescher.

129. That Eliot repeatedly requested Craig and Spallina to obtain the Legacy Bank Account statements and other information relating to that account so that he could determine the amount of funds that were in the account when Simon died and determine who and what withdrawals and other activities had taken place illegally.

130. That Eliot was informed that Legacy would be conducting an internal investigation into the fraudulent use of Simon's accounts after his death and Eliot has recently again tried to contact Legacy to find out information about the accounts and investigations and was told that the Personal



Representatives would have to contact them but around that time, the Personal Representatives were Tescher and Spallina who obviously did not take any actions to have themselves investigated.

131. That Spallina and Craig informed Eliot that monies were running low in the Legacy BFR accounts and that until distributions of the Estates and Trusts could be worked out they determined that the Trusts of the three boys, set up for school education while Simon and Shirley were alive were to be used to pay the BFR expenses and children's expenses that had been being paid for seven years prior to their deaths through BFR and other entities set up by Simon and Shirley.

132. That Spallina stated the monies would be used from BFR and then the school trust funds and when those were depleted he would replenish and replace them as necessary and thereby authorized Craig to use the school trusts and BFR monies for these purposes, including but not limited to, property insurance, maintenance, improvements, property taxes, school tuition, food and clothing for the children, etc..., which were all being paid by Simon and Shirley through BFR for years prior and post their deaths.

133. That when the Trusts were depleted, Craig informed Spallina and asked for the replenishments and Spallina refused claiming now that he was not obligated and unwilling to pay them back in efforts to retaliate against Eliot, Candice and minor children.

134. That at this time Spallina, Tescher, Theodore, Manceri, Moran and others learned that they were being investigated by the Florida Governor Rick Scott's Notary Public Division and the West Palm Beach County Sheriff Office for a series of alleged fraudulent acts regarding the Estates and Trusts of Simon and Shirley Bernstein.

135. That on information and belief Craig, Tescher and Spallina then retained Mark Manceri, Esq. to represent BFR in the Stansbury Lawsuit.

136. That Manceri has subsequently voluntarily resigned from the Estates and Trust of Simon and Shirley Bernstein and now is a named Respondent (along with Tescher, Spallina, Rose and Pankauski) in the

Estate litigations, his resignation in the midst of arrests for Fraud, admitted Forgery and more of the former Executors/Personal Representatives/Co-Trustees/Counsel, Tescher and Spallina et al.

137. That Gerald Lewin, CPA, who was responsible for tax returns for BFR now claims that no tax returns were done for over 6 years, the only entity that appears to be missing returns.

138. That Eliot and Candice requested repeatedly of Spallina, Tescher, Craig and Worth to provide historical account statements for the children's trusts so that they could determine how much was in the accounts and the prior accountings from various firms that the monies are believed to have transferred through, including Stanford Trust Company and JP Morgan prior to Simon's death and they were refused, repeatedly.

139. Legacy Bank was contacted by Eliot several times regarding their claims that they were starting investigations into the use of Simon's accounts Post Mortem and despite repeated requests by Eliot have failed to provide any status or information regarding if they have started these investigations.

140. Oppenheimer is alleged to have nominated Craig as the Manager and began paying BFR bills and expenses for the children, including but not limited to, school, education and welfare from the BFR new account set up at Oppenheimer to replace the Legacy BFR account.

141. That Oppenheimer several months later notified Eliot that the BFR account was running low.

142. That Eliot contacted Spallina who stated that until he could allocate monies from the Estates and Trusts of Simon and Shirley to the beneficiaries that the children's lower, middle and high school trust funds (there were separate accounts for college) should now be used to pay the BFR and other expenses and that he would replace and replenish the funds once he could make distributions.

143. That Craig then began using the children's school trust funds to fund the BFR and other expenses at Spallina's direction.

144. As the trusts were diminished to de minimis value by paying the BFR company bills and other expenses for the children, Craig contacted Spallina to replace and replenish the trust accounts and

BFR account and Spallina and Tescher claimed they were now unwilling to refund and replenish the accounts.

145. That on or about this time that Spallina refused to replace the funds used, Tescher, Spallina, Moran, Theodore, Manceri and others were all under INVESTIGATION with Palm Beach County Sheriff Office ("PBSO") detectives and Florida's Governor Rick Scott's Notary Public Division for allegations of Fraud, Fraudulent Notarizations, Forgery and other crimes[2], instigated by Eliot and Candice in relation to criminal acts taking place in the Estates and Trusts of Simon and Shirley.

146. That subsequently it was found that FORGERY, FRAUD, FRAUDULENT NOTARIZATIONS, IDENTITY THEFT and more were used to illegally seize Dominion and Control of the Estates and change beneficiaries of the Estates and Trusts of Simon and Shirley POST MORTEM and where there are still ongoing state and federal, civil and criminal, legal actions taking place regarding these crimes.

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1. [2] Palm Beach County Sheriff Report – Case No. 12121312 – Alleged Murder of Simon Bernstein filed by Theodore Bernstein
2. Palm Beach County Sheriff Report – Case No. 13097087 - Forgery and Fraudulent Notarizations
3. Palm Beach County Sheriff Report – Case No. 13159967 - Theft of Assets of Estates
4. Palm Beach County Sheriff Report – Case No. 14029489 - Continuation of Fraud, Extortion and more.
    a. PBSO REPORTS @ http://www.iviewit.tv/Sheriff Reports.pdf
5. State Attorney FL – - Case No. 13CF010745 - Forgery and Fraudulent Notarizations
6. Jacksonville, IL. Police Department – Case No. #2014000865 – Insurance Fraud - Directed to Federal Authorities.
7. Case No. 13-cv-03643 United States District Court – Northern District Il.
8. Florida Probate Simon – Case No. 502012CP004391XXXXSB
9. Florida Probate Shirley – Case No. 502011CP000653XXXXSB
10. Heritage Union Fraud Investigation – Case No. TBD
11. Florida Medical Examiner – Autopsy Case No. 12-0913 – Filed by Theodore Bernstein
12. Governor Rick Scott Notary Public Division – Moran – Case No. Eliot and Simon Bernstein v. Moran
    a. http://www.iviewit.tv/Simon and Shirley Estate/20131014%20Office%20of%20the%20Governor%20Moran%20Suspension%20of%20Notary.pdf
13. Governor Rick Scott Notary Public Division – Baxley – Case No. Eliot and Simon Bernstein v. Baxley
    a. http://www.iviewit.tv/Simon and Shirley Estate/20140421 Office Of Governor Lindsay Baxley Complaint Misconduct.pdf

147. That Eliot notified Craig and Worth that Spallina, Tescher, Manceri, Theodore et al. were all under ongoing investigations and ongoing civil actions and urged them and their counsel McCabe to take appropriate legal steps to report the matters the proper authorities as they related to the Oppenheimer accounts.

148. That Eliot notified Craig that documents sent to him by her, Spallina and Tescher for both BFR and the children's trusts were incomplete, missing signatures, not properly initialed and were improperly notarized on documents she was operating under.

149. That Eliot was never sent completed documents for BFR or the children's trusts by Oppenheimer, Spallina and Tescher despite repeated requests.

150. That Eliot notified Craig that shares of LIC HOLDINGS, INC. which are held by the children's trusts are not valued or accounted for and that she must as Trustee demand under Florida Statute 607.1601-Corporate Records from LIC Holdings, Inc. for the children's trusts, which held shares in LIC, including but not limited to, a full and formal accounting from LIC, which Theodore operates as an Officer and Director.

151. That Eliot informed Craig, Worth, McCabe and others to report the fraud and breaches of fiduciary duties that were being alleged in the related Estate and Trust cases of Simon and Shirley and those then alleged against them before attempting to close any accounts or transfer any fiduciary titles, especially where these crimes were alleged committed in large part by Tescher and Spallina who directed Craig's actions with regard to the fraud alleged with the children's school trust accounts and BFR.

152. That on July 16, 2013 Craig notified Eliot via email that she was resigning as Trustee and Manager and assigning these titles to Eliot and Candice. From that email,

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, July 16, 2013 1:56 PM
To: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Eliot Ivan Bernstein

(iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: Bernstein Family Realty

Robert, Eliot and Candice,

As you are aware, during his lifetime, Simon Bernstein paid the household expenses for Eliot and Candace. Upon his death those funds were frozen and the only funds available to pay the household expenses were the education trusts that Simon set up for Daniel, Jacob and Joshua...

... Please let me know as soon as possible if the Estate of Simon Bernstein intends to reimburse the education trusts for the household expenses paid to date. If this is not possible, for any reason, Oppenheimer Trust Company will have no recourse but to Resign as Trustee in favor of Eliot and Candice Bernstein and to name them as the Successor Manager of Bernstein Family Realty.

153. That on August 28, 2013 Craig notified Eliot via email that she had spoken with Spallina and he spoke with Theodore and that Theodore had been anointed by them as the successor Manager and that Theodore had accepted the role of Manager of BFR.

154. That as with Craig's appointment as Manager of BFR after Simon's death, the transfer to Theodore was also in violation of the BFR operating agreement relating to successor managers and no vote of the Members was sought.

155. That Craig then transferred ALL personal and confidential information regarding BFR (all bills, bank account information and more) and personal and confidential information regarding the children's trust accounts to Theodore, all done at Spallina and Tescher's direction to Craig. From that email,

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 11:28 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Subject: Bernstein Trust Terminations

Dear Eliot and Candice,

As you are aware, the trusts for Daniel, Jacob and Joshua have depleted over time due to the payment of your household bills. I have spoken with Mr. Spallina and he has informed me that the household bill payments will not be refunded to the trusts. We have therefore decided to terminate the trusts due to their de minimus market values...

... **Please be advised that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him**

And then in another email sent shortly thereafter,

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, September 17, 2013 2:09 PM
To: 'Eliot Ivan Bernstein'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: Worth, Hunt; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein Grandchildren's trusts

Eliot and Candice,

...I believe you misunderstood my email regarding the termination of the trusts. The intention was for you to sign the Releases and we would release the funds to you and Candice. The only account to be released to Ted was the smaller Bernstein Family Realty account that we opened as a convenience for the payment of bills...

156. That Craig transferred these new fiduciary roles to Theodore, despite at the time knowing that Theodore was aware that Eliot and Candice were pursuing Theodore, Spallina, Tescher and Manceri et al. with State and Federal Authorities for a number of alleged and some now proven and admitted felony crimes and civil torts.

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 10:52 AM
To: Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: Robert Spallina
Subject: Bernstein Family Realty, LLC

Good Morning Ted,

Thank you for taking on the role of Managing Member of Bernstein Family Realty.

In order to close this account off our books, we will need you to sign and return the attached letter of authorization.

Please include the transfer instructions for the funds in the body of the letter.
For your records, I have also attached an Asset Detail showing the current value of the account and a list of transactions since inception. During our short term as Managing Member we funded this account equally from Daniel, Jacob and Joshua's Trusts and paid family bills from this account. If you have any questions, please feel free to contact me directly by phone or email.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike

Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

157. That this is where the extortion of Eliot and his family began to manifest further, as arrests were being made in the Estate and Trust cases of Simon and Shirley and investigations were underway against Theodore and his minion of attorneys at law and friends that he brought into Simon and Shirley's Estate and Trusts and thus began a Pattern and Practice of retaliation against Eliot in efforts to shut him down financially and stop him from further exposing the crimes committed.

158. That once Tescher, Spallina and Theodore gained Dominion and Control of the Estates and Trusts they began to systematically violate probate rules and statutes to deny the Beneficiaries of information and funds in violation not only of statutes but in violation of the terms of the Wills and Trusts they were allegedly operating under, causing intentional delays and damages to beneficiaries and drumming up huge legal expenses for themselves and the counsel they retained in the matters.

159. That prior to this intentional financial calamity caused on Eliot and his family it should be noted here that Eliot and Candice had taken jobs in a new company Simon had begun investing in several months before his death, Telenet Systems, LLC and they were projected to make approximately $200,000.00 in salary and commissions, as well as, have an equity stake in the company after Simon's death with his girlfriend, Maritza Puccio.

160. That with no discussions with certain of the Beneficiaries as to the investment owned by Simon in Telenet and the remaining funds still owed to Telenet of approximately $210,000.00 to meet the total agreed investment in the company, Spallina and Theodore decided to stop the investment and caused the owner of the business, Scott Banks, Simon's friend and business partner, to have to cut all his staff, downsize his office overnight that he and Simon had just acquired and let Eliot and Candice go from their jobs, causing great loss to Banks, Eliot, Candice, Maritza Puccio and others.

161. That Theodore then assumed the title as Manager of BFR and after getting highly private and confidential information transferred to him from Craig in this capacity, he systematically began disabling BFR and began failing to pay bills WITH NO NOTICE to Eliot and his family who live in the home BFR and the children's trusts owns and maintains, including cancelling the homeowners insurance, shutting off electricity, security, etc. and began failing to pay the school expenses, health insurance and other expenses for the minor children that had been being paid monthly for eight years prior to the deaths of Simon and Shirley by Simon and Shirley.

162. That Theodore failed to provide any notice of his new title as Manager of BFR to the Members, Eliot's three minor children or Eliot and Candice as their Guardians.

163. That Eliot and Candice did not receive the bills of BFR, as they were sent to the Managers of BFR, Oppenheimer and are in the name of BFR, not Eliot and Candice individually and therefore Eliot and Candice could not access or pay these accounts that were transferred to Theodore by Craig.

164. After months of bills not getting paid, services being shut off randomly and without notice and avoidance of emails regarding the bills by the Managers, Theodore and Craig, several months after Theodore was claimed to be Manager after accepting the BFR Manager position, Theodore suddenly stated he was not the Manager of BFR and never accepted the role from Craig and had no idea what anyone was talking about that he was ever appointed, despite his having received information from Craig in that capacity.

165. That the revelation that Theodore was not Manager came about when a one, Walter Sahm, after having to retain counsel to attempt to speak with the manager of BFR, then contacted Oppenheimer and Theodore about who was the Manager of BFR was.

166. That Sahm was prompted to retain counsel by the fact that Sahm holds a mortgage on the home owned by BFR and interest was not being paid or addressed and no one claiming to be Manager would contact him in reply to his repeated written requests regarding his mortgage.

167. That Sahm called Eliot to inform of the problems with the Managers of BFR, as he felt that he was being forced to foreclose, as no one responsible for BFR would return his or his attorney's pleas for information or his interest payment.

168. That Sahm was a close personal friend and business associate of Simon and he knew that Simon and Shirley had set the home up to protect Eliot and his family and he could not believe what was going on and put this all in writing to Theodore, Spallina and Craig.

169. That months after Theodore and Craig refused to respond to Eliot's numerous correspondences regarding the status of BFR and who the Manager was and the fact that bills BFR is responsible for were not getting paid and leaving both BFR and Eliot's family at risk, Craig suddenly did an about face and states via email to Eliot that Theodore never accepted the position and that she was still Manager, despite her prior claims that Theodore had accepted the position and she transferred the information to him months earlier based on her belief that Theodore was the Manager.

170. That this seemed outrageous, especially where Theodore had started acting on behalf of BFR and paying bills that he choose to be important and using other payments to extort Eliot that if he did not back off his complaints against Spallina, Moran, Tescher and himself, Eliot would get nothing.

171. That Theodore had acted to pay some bills of BFR at first after accepting the position as Manager of BFR and then as Theodore began to shut down utilities and put his family at risk, including three minor children, others, including but not limited to Tescher, Spallina and Manceri tried to force Eliot to take illegal distributions from the Estates and Trusts before they would give him any inheritance funds to either he or his family, in efforts to gain an implied consent to the criminal activity taking place in the Estates and Trusts.

172. That with the intentional delays caused in the inheritances to Eliot's family and the use of their home funds and children's school trust funds to depletion that were not replenished as originally claimed by Spallina, the timing was ripe for them to attempt to state that if Eliot did not drop his charges and

take distributions that he knew were illegal and steeped in Fraud, that he and his family would be starved out, the children removed from their school, etc. as again BFR paid all these expenses of their family for many prior years.

173. Then, after learning that Eliot was alleging Extortion with this Court[3] and other investigators, Theodore suddenly claimed in and email to Eliot that he was not the Manager of BFR, nor ever the Manager of BFR and was just paying some bills of BFR from Estate and Trust funds out of the kindness of his heart and acted as if he knew nothing about BFR and his acceptance of the Manager position Craig stated he accepted when transferring him all the bills and personal and confidential

[3] That on September 04, 2013, ELIOT filed Docket #TBD, in the estate of Simon, a "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE."
http://www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf .
And
That on October 10, 2013 Petitioner filed in Shirley's estate case Motions titled, (I) MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT (II)MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD (III)**MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION** (IV) MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES (V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE (VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE (VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND (VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE
www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf

materials of Eliot's family. The following email from Theodore to Eliot further illustrates this sudden claim months later by Theodore,

> From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
> Sent: Saturday, January 25, 2014 2:35 PM
> To: 'Eliot Ivan Bernstein'; Judi@masseyclarkfischer.com
> Cc: 'Craig, Janet'; 'Candice Bernstein'; Hunt Worth ~ President @ Oppenheimer Trust Company ; William McCabe Esq. @ Oppenheimer Trust Company; Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Lisa S. Friedstein; Lisa; Jill M. Iantoni; Jill M. Iantoni; Guy T. Iantoni @ GTI LIFE, Inc.; Guy T. Iantoni; Pamela Beth Simon
> Subject: RE: BERNSTEIN FAMILY REALTY LLC - 2753 NW 34TH ST - HOMEOWNERS RENEWAL POLICY
>
> Eliot > as I have previously stated in correspondence to you, I am not and never have been involved with Bernstein Family Realty, in any capacity. You have repeatedly referred to an email from August, 2013 in which Janet stated that I agreed to be the managing member of Bernstein Family Realty. I have repeatedly stated and written after August, 2013, as well as Robert Spallina, that I was never the managing member and I am not the managing member. If Janet inadvertently stated that I was, it has been clarified for you on multiple occasions that I am not. Please let this be another.
>
> Therefore, please let this serve as another request to stop referring to me as the managing member of Bernstein Family Realty. Please stop having people contact me in relation to Bernstein Family Realty. Please stop having mail sent to me in relation to Bernstein Family Realty.
>
> Thank you.

174. That Craig months later then stated she was still the Manager of BFR when she was pressed for an answer by Walter Sahm as to who the Manager was, as Sahm was threatening to foreclose and sue if someone did not give him answers about his Mortgage held with BFR, this after months that Sahm was misled with others as to who was responsible for BFR and his Mortgage and Interests due. From an email from Craig to Eliot this is further illustrated,

> From: Craig, Janet [mailto:Janet.Craig@opco.com]
> Sent: Friday, February 7, 2014 1:42 PM
> To: 'The Sahm's'; 'Tbernstein@lifeinsuraneconcepts.com'
> Cc: 'iviewit@iviewit.tv'; 'rspallina@tescherspallina.com'; Worth, Hunt
> Subject: RE: Home owner's Insurance...

Walt and Pat,

Oppenheimer Trust Company of Delaware is currently the Manager of Bernstein Family Realty, however the Trusts that were paying the Bernstein household bills have been entirely depleted. The only remaining assets in each trust is a one third share of Bernstein Family Realty and nominal shares of LIC Holdings.

At one point we were told that Ted Bernstein would take over as Manager and we prepared paperwork to transfer responsibility, however that paperwork was never returned to us.

Oppenheimer Trust Company of Delaware is attempting to close these accounts and distribute the remaining assets, however Eliot and Candice Bernstein have refused to return the Releases sent to them last August. As such we remain Manager but we have no assets with which to assist the Bernsteins [sp Bernsteins]...

175. That Craig refused to get accountings for Trusts assets regarding the company LIC that Theodore is an Officer and Director of and without this information, attempted to claim that the children's school trusts had no value left was not true and yet she was going to attempt to close the accounts and transfer the remainder of any monies and other interests to Eliot but without notice then transferred everything to Theodore claiming he was the new Manager of BFR.

176. That as a fiduciary of BFR and the children's trusts Craig should have instead been notifying authorities of what was transpiring regarding the criminal activities and moving to protect the trusts and BFR from those involved and not abdicate her fiduciary duties and attempt to run and transfer the responsibilities, information and monies to those she knew Eliot was pursuing for civil torts and criminal acts.

177. That Eliot refused to take any of the remaining corpus of the Trusts or assume fiduciary responsibilities and told Craig, Worth and their counsel McCabe that as acting Fiduciaries they should immediately report the alleged and proven criminal acts involving Theodore, Spallina, Tescher, Manceri, Rose, Moran, Baxley et al. to the proper authorities and freeze everything to preserve the evidence and that Eliot was unwilling to release them in any capacities and accept any role as fiduciary until all these matters and their involvement in the matters were fully and legally resolved and reported to the proper authorities.

178. That Craig, Worth and McCabe despite being requested repeatedly to report Fraud going on instead opted to try and remove Oppenheimer out of house of cards that was beginning to crumble and took abusive legal actions against Eliot and Candice to force them to become successor fiduciaries.

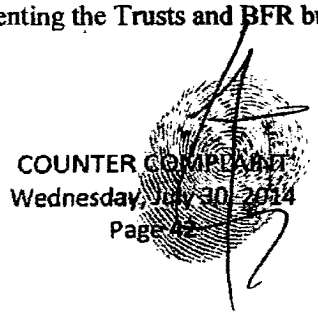
179. That Craig then hired a lawyer from Gray Robinson, defendant Steven Lessne, Esq. who called Eliot and Candice to tell them first that he was representing the Trusts of the three boys and also representing BFR in litigation in the Creditor claim of William Stansbury in the Estate and Trusts of Simon and Shirley, in the creditor case titled WILLIAM E. STANSBURY, Plaintiff v. TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC., Defendants / Case #502012CA013933MBAA before Hon. Judge Blanc. BFR was also sued by Stansbury.

180. That Eliot disclosed to Lessne the problems regarding Craig, Worth and McCabe's involvement in BFR, the children's trusts and that no properly executed documents had been put forth proving their capacities in the entities they assumed.

181. That Eliot disclosed to Lessne the alleged Extortion of Eliot taking place involving Spallina, Tescher, Theodore, Manceri et al. and other criminal acts taking place in the Estates and Trusts of Simon and Shirley.

182. That Eliot suggested to Lessne that Gray Robinson should sue Oppenheimer, Worth, Craig and McCabe for breaches of fiduciary duties, conspiracy, extortion and more and immediately report them all to the proper authorities.

183. That Lessne, after asking Eliot and Candice what they thought he should do in regards to the trust and BFR matters and after listening and discussing their strategies with them then informed Eliot and Candice that he was not really representing the Trusts and BFR but rather the Trustee of the Trusts,



Craig/Oppenheimer and that he was not really representing BFR but rather Craig/Oppenheimer as Manager of BFR.

184. That Eliot informed Lessne that this sneaky trick to gain information from him while acting as his children's counsel and BFR's counsel was a violation of bar rules and more.

185. That Lessne misrepresented his role in the matters to Candice and Eliot and acted inappropriately in taking information regarding the matters under his false claims of who he was representing.

186. That on a cumulative scale, in relation to the ongoing Probate and Trust actions related, there are claims that the Wills and Trusts assets are valued at 40-100 million dollars, including but not limited to, the many Corporate Entities and Trusts established by Simon and Shirley while living, including but not limited to BFR and the children's trusts, with approximately one third of all assets either going to Eliot or his children or a combination of both depending on how this Court rules regarding the validity of the Wills and Trusts that have been challenged and already found fraught with Fraud, Fraudulent Notarizations, Improper Notarizations, Forgeries and more.

187. That due to a complete failure to follow Probate Rules, Trust Rules, Florida Statutes, Law, Attorney Conduct Codes and rampant Breaches of Fiduciary Duties there has been virtually no documents tendered for any trusts or entities sued hereunder, no transparency whatsoever since the beginning of Tescher, Spallina and Theodore's illegally gained reign as fiduciaries and counsel and this has significantly and catastrophically damaged Eliot, his family, creditors and others with intent.

188. That life insurance trust documents have gone missing and yet the missing trust filed a claim for insurance proceeds that were part of Simon's estate as evidenced in the ongoing Federal Civil Breach of Contract Lawsuit in IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION, Case No. 13cv3643, before the Hon. Judge Amy St. Eve, filed by an alleged Trustee, Robert Spallina, Esq. of Trust that does not legally exist in any form and he claims never to have seen.

189. That when the fraudulent insurance claim was rejected for obvious reasons that the alleged beneficiary does not legally exist, a Breach of Contract lawsuit was then filed by Theodore who suddenly replaced Spallina as the Trustee of the Lost Trust.

190. That there is a missing Heritage Union Life Policy for approximately two million dollars.

191. That there are now claimed to be missing IRA beneficiaries and there have been alleged IRA account changes Post Mortem,

192. That there are missing accountings for the Estates and virtually every Corporate Entity and Trusts created by Simon and Shirley.

193. There are missing personal assets of Simon and Shirley including millions of dollars of jewelry, art and furnishings, which is under ongoing investigations.

194. That there is NOT A SINGLE SIGNED TAX RETURN FOR SIMON OR SHIRLEY produced within the LEGALLY DEFICIENT ACCOUNTING OF SIMON'S ESTATE ORDERED UPON RESIGNATIONS AND REMOVAL OF TESCHER AND SPALLINA.

195. That Tax Returns turned over to the Curator Benjamin Brown, Esq. of Simon's Estate by CBIZ and Lewin are also unsigned.

196. That there have been NO OTHER ACCOUNTINGS OF ANY OTHER TRUSTS or Corporate Entities held UNDER THE WILLS AND TRUSTS of Simon and Shirley.

197. That there has been FORGERY POST MORTEM IN SEVERAL INSTANCES, FRAUDULENT NOTARIZATIONS IN SEVERAL INSTANCE INCLUDING POST MORTEM and IMPROPER NOTARIZATIONS OF ALLEGED WILLS AND TRUSTS and more.

198. That through these dispositive document crimes in the Estates and Trusts, Dominion and Control of the Estates and Trusts of Simon and Shirley were illegally overtaken by Theodore and his close personal friends and business associates, mostly Attorneys at Law sued herein, all misusing and abusing law to achieve a takeover illegally of the Estates, Trusts and other entities in order to convert

the assets in a variety of subsequent frauds and other crimes both state and federally to improper parties.

199. That it is alleged that Theodore and Pamela Simon were inappropriately notified of privileged, confidential and sensitive information of their disinheritance in the Estates, Trusts and Corporate Entities sued hereunder by Tescher and Spallina, prior to Simon's death.

200. That it is alleged that this inappropriately privileged, confidential and sensitive disclosed information was disclosed by Tescher and Spallina without knowledge and consent of Simon.

201. That Theodore and Pamela were bitter, angered and enraged[4] upon learning this information and a series of events described in Eliot's first Petition in the Estates of Simon and Shirley unfolded in efforts to force Simon to make changes to he and Shirley's long established Estate plans and Trusts to include them back into them.

202. That Simon never made these changes while alive and only after his mysterious, unexpected death were changes attempted to be made through POST MORTEM criminal acts and civil torts against the true and proper Beneficiaries.

203. That Eliot files several of the following Counts on the advice of Federal Judge Amy St. Eve of the Illinois Court in an Order dated March 17, 2014, whereby she stated,

> **Instead, Eliot is seeking damages against Tescher and Spallina for other claims, namely, fraudulent conversion, breach of fiduciary duty, legal malpractice, abuse of the legal process, common law conversion, civil conspiracy, and negligence in connection with the administration of Simon Bernstein's Estate in the Probate Court of Palm Beach County, Florida. Rule 14(a) does not authorize Eliot to seek any such relief in the present lawsuit because Eliot is not facing any liability in the first instance.**

[4] http://www.iviewit.tv/20111128PamelaLettertoSimonHeriaud&Genin.pdf

COUNT 1 - CIVIL CONSPIRACY

204. This is an action for Civil Conspiracy under Florida Statutes.

205. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 203, inclusive.

206. That as with any conspiracy, all of the facts regarding the actions of each of the defendants is largely unknown at this time and with ongoing investigations and new production documents that reveal even more alleged criminal acts and civil torts, more is being learned every day but one thing is for certain in this illegal legal conspiracy, the primary participants known at this time are licensed Attorneys at Law who have acted together to deprive Eliot and his family of legal rights through further abuse of process and complex illegal legal frauds constructed to obstruct justice and deny Eliot of due process and procedure and his and his children's inheritances.

207. That Theodore, on the day Simon died on September 13, 2012 alleged that Simon was murdered and filed a Palm Beach County Sheriff report already evidenced herein, claiming that Simon's girlfriend poisoned Simon.

208. That Theodore, on the day Simon died on September 13, 2012 alleged that Simon was murdered and ordered an Autopsy[5] be done, alleging that Simon's girlfriend poisoned Simon.

209. That Simon may have been murdered but now a growing body of evidence uncovered involves proven and further alleged FELONY criminal misconduct by the Defendants in combination.

210. That Simon may have been murdered not by his girlfriend but by those involved in the criminal conspiracy that has taken place to illegally seize Dominion and Control of the Estates and Trusts of Shirley and Simon and loot their assets to the tune of between $20-100 Million dollars and deprive Eliot and his family of their inheritances.

[5] www.iviewit.tv/SIMONBERNSTEINAUTOPSYREPORTHEAVYMETAL.pdf

211. That Simon may have been murdered not by his girlfriend but by those involved in the criminal conspiracy to steal intellectual properties worth billions upon billions of dollars, a conspiracy that has already been filed in a RICO and ANTITRUST lawsuit, already embodied herein, whereby there are allegations that ATTORNEYS AT LAW and others put a bomb in the Minivan of Eliot to murder he and his family, have made repeated and reported death threats to Eliot and more.

212. That Eliot is the midst of attempting to bring about a change in the legal system in efforts to root out systemic corruption at the highest levels by a rogue group of criminals disguised as Attorneys at Law, Judges, Politicians and more.

213. That Eliot has been targeted as a related case to Anderson, in efforts to silence his efforts to take a large bite out of crime in New York and Florida, through a complete violation of his personal property rights, privacy rights and more.

214. That this lawsuit and all the other related Probate cases and other legal cases Eliot is in are a coordinated and conspiratorial to harm Eliot and his family through legal process abuse and RICO type activities that use the legal system to deprive victims of their due process rights against those that hold seats of power and honor.

215. That this legal conspiracy may relate to other legal actions Eliot is currently involved in as described in Eliot's first Petition in the Estate cases[6], which are again involving conspiracy charges against primarily Attorneys at Law. Several of the defendants in each case are similar.

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[5] That on May 6, 2013 Petitioner filed an "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE." Filed in both estates.
15th Judicial Florida Probate Court
www.iviewit.tv/20130506PetitionFreezeEstates.pdf
and
Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.
www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Southern District of New York

216. That Simon may have been murdered but not by his girlfriend as alleged, as he may have been talking with State and/or Federal Authorities regarding his knowledge in Proskauer Rose's alleged involvement in the Sir Robert Allen Stanford Ponzi scheme[7].

217. That Eliot is pursuing Defendants, Proskauer Rose LLP, Gerald Lewin, CPA and Albert Gortz, Esq. as the main initial parties involved in the theft of Simon and Eliot's Intellectual Properties and companies that were set up to hold those assets, worth an estimated billions of dollars and that they are also centrally involved now in the Estates, Trusts and Corporate Entity torts committed.

218. That the conspiracy has reached into the Estates and Trusts, again through corruption involving complex legal frauds committed through misuse of the legal system now by new Attorneys at Law acting as Officers of this Court, now committed in efforts to deprive Eliot and his family of their inheritances to interfere and hinder their efforts to bring about justice in several of the other now related legal battles Eliot and they are involved in.

219. That new evidence reveals that Eliot and his family have been targeted by high ranking members of the legal community (disciplinary department members, judges and attorneys at law) illegally misusing Joint Terrorism Task Force funds and resources to specifically Obstruct Justice in the prior cases by targeting them and surveilling them directly to interfering with their rights to due process and procedure.

220. That Simon and Shirley left vast wealth to their beneficiaries under their years of elaborate estate plans, costing thousands upon thousands of dollars to set up these trusts, business entities and other

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[7] "U.S. Justices say Allen Stanford victims can sue lawyers, brokers" REUTERS, By Lawrence Hurley, WASHINGTON Wed Feb 26, 2014 4:09pm EST http://www.reuters.com/article/2014/02/26/us-usa-court-stanford-idUSBREA1P17220140226
and
"Proskauer, Chadbourne Could Face Billions In Damages" Law 360, By Stephanie Russell-Kraft, New York (February 26, 2014, 10:16 PM ET)
http://www.law360.com/articles/513782/proskauer-chadbourne-could-face-billions-in-damages
and
"How Allen Stanford kept the SEC at bay" Reuters, By Murray Waas, January 27, 2012 11:06 AM ET
http://business.financialpost.com/2012/01/27/how-allen-stanford-kept-the-sec-at-bay

vehicles. Simon and Shirley went to Proskauer for Estate planning in 2000 primarily to protect their interests in Eliot's technologies but fired them upon learning of their involvement in the stolen Intellectual Properties.

221. That Simon and Shirley's interests in the technologies and companies that held them is missing from the Estates and Trusts at this time.

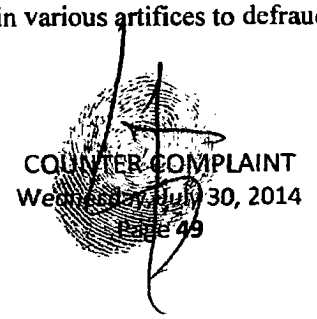
222. That Spallina contacted Lewin and Proskauer to find out where the stocks were that they held for the companies they formed to hold the Intellectual Properties and did not receive any information back.

223. That Defendant's Oppenheimer and JP Morgan were both initially involved in Eliot's technologies and signed various agreements with the companies that held the Intellectual Properties, see http://iviewit.tv/CompanyDocs/Appendix%20A/.

224. That all of these complex estate plans, including multiple layers of trusts, business entities and other vehicles have been seized illegally and interfered with by various of the Defendants, acting alone and/or in concert with other Defendants and assets have been converted to improper parties through a combination of frauds and thefts to defeat Eliot of his inheritance, including but not limited to, the shares of the companies that hold the Intellectual Properties.

225. That in order to achieve this looting of the Estate, Trusts and Corporate Entities, financial and accounting information due to the Beneficiaries was further suppressed and denied and now it is learned in some instances even destroyed, to keep the information from the true and proper Beneficiaries, in violation of probate statutes, trust statutes, state law, federal law, attorney conduct codes and through breach upon breach of fiduciary duties.

226. That all parties sued hereunder have acted alone and in combination with others to violate the trusts, business entities and other vehicles to fraudulently remove assets from the corpuses of the trusts, business entities and other vehicles, in various artifices to defraud the true and proper Beneficiaries.



227. That the Oppenheimer Trusts and BFR are only a fraction of the trusts and entities that criminal activity is alleged taking place in but that directly relates to the overall conspiracy to rob and loot the Estates and further to extort Eliot, once Dominion and Control of the Estates and Trusts was seized illegally through the elaborate series of document forgeries and fraud.

228. That many of these frauds have already been brought before the Court in the Petitions and Motions filed by Eliot in the Estate cases before this Court, which remain unheard since May of 2013, which ties all of these Defendants together as part of the larger conspiracy in a variety of criminal acts and civil torts, again most of these illegal legal crimes were committed by Officers of this Court under the Tutelage of Your Honor.

229. That Craig was introduced to Eliot via the former Executors/Personal Representatives/Co-Trustees/Counsel of the Estate of Simon, Tescher and Spallina, who have since resigned and been removed from all Bernstein family matters in the midst of the arrest and conviction of their Notary Public/Legal Assistant for Fraudulent Notarizations, admitted Forgery (including forging documents POST MORTEM for Simon and five other forgeries of other interested parties), admitted POST MORTEM ALTERING of Trust documents by Robert Spallina in statements to PBSO[8], POST MORTEM closing of the Estate of Shirley with a dead Executor/PR, Simon, improper distributions made against the advice of counsel by the alleged fiduciary Theodore and many more crimes are alleged and under ongoing investigations in the Estates, Trusts and Corporate Entities of Simon and Shirley.

230. That Spallina without any legal authority informed Eliot that he had transferred the BFR Manager position after Simon died to Craig, in violation of the BFR Operating Agreement which calls for a vote of the Members, Eliot and Candice's three minor children are the only Members with Eliot and Candice as their Guardians.

[8] See footnote 1, PBSO January 2014 Sheriff Report

231. That Craig claimed that she was the Successor Trustee to Stanford Bank as Trustee of the children's school trust funds. The transfer of funds allegedly occurred when the infamous Sir Robert Allen Stanford was arrested for the second biggest Ponzi scheme in the United States and the banks he owned and operated were seized by US federal authorities and the monies had to be transferred to a new financial institution.

232. That it is alleged that large amounts of monies were lost in the transfers but again financial information regarding these transfers is limited due to suppression, denial and destruction of documents.

233. That several of the account executives working the Bernstein family investment accounts at Stanford, including those handling the children's trusts, transferred from the now infamous Sir Robert Allen Stanford banks to Oppenheimer, then to JP Morgan or vice versa, as the records provided thus far are incomplete and unclear regarding the personal transfers.

234. That on information and belief, Simon Bernstein immediately prior to his sudden and unexpected death, where it has been alleged by Theodore Bernstein and others that he may have been murdered, was contacting JP Morgan and Oppenheimer regarding missing funds in the transfer of his accounts and his family's accounts from Stanford to Oppenheimer then to JP Morgan or vice versa, including but not limited to, trust funds of Eliot's three minor children.

235. That this Court in the Probate cases has recently sealed a document as "Attorney Client Privileged" that Eliot is precluded from publishing or distributing but can be found online at a number of sources due to its widespread distribution by Eliot prior to his knowledge that claims of Privilege were levied in attempts to cover up the document that both threatens Eliot with forcefulness and aggressiveness and displays a wide variety of Breaches of Fiduciary Duties by Fiduciaries in the Estates and Trusts, primarily Theodore and violations of Attorney Conduct Codes and more by the Attorneys at Law

mentioned in the letter that was sent by Theodore directly and solely to Eliot, where neither are Attorneys at Law, nor clients of one another. That the letter exhibits further conspiratorial activities.

236. That in keeping with the Court Order, Eliot will not republish the email herein as directed but will direct the Court to available sites where it exists publically and eternally in the World Wide Web, including, http://www.ripoffreport.com/r/alan-rose-of-mrachek-fitzgerald-rose/west-palm-beach-florida-33401/alan-rose-of-mrachek-fitzgerald-amp-rose-alan-b-rose-suppress-free-speech-cover-up-1149197 and http://tedbernsteinreport.blogspot.com/2014/07/alan-rose-john-pankauski-and-ted.html , hereby incorporated by reference in entirety herein.

237. That Hon. Judge Colin claimed in hearings that it was obvious that the language threatening to use force and aggression with Eliot could not have meant to cause him physical harm or bodily injury and Eliot can understand that in normal circumstances lawyers using these terms may not mean harm but more strategy but in this unique case where the lawyers are accused of fraud, forgeries and theft and may face lengthy prison sentences, perhaps that language should be re-read in light of the claims of Murder of Simon, prior Death Threats to Eliot and CAR BOMBINGS and reported to the proper authorities by this Court.

238. This case is related to ALL of the following ongoing actions worldwide involving Eliot Bernstein where there are claims of conspiracy committed by Attorneys at Law in each and where shockingly there are many links in each of the cases to the same Attorneys at Law acting in various combinations in each case, including the instant action;

    i. UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK, ELIOT I. BERNSTEIN, et al., Plaintiffs, - against - APPELLATE DIVISION FIRST DEPARTMENT DISCIPLINARY COMMITTEE, et al., Defendants. Case No. 07 Civ. 11196 (SAS), Honorable Judge SHIRA A. SCHEINDLIN, U.S.D.J. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS,

ORDERS, ETC.) (TO BE PETITIONED TO REOPEN BASED UPON FRAUD ON THE COURT AND OBSTRUCTION RECENTLY DISCOVERED).

ii. SIMON BERNSTEIN ESTATE PROBATE CASE IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL ESTATE OF SIMON LEON BERNSTEIN CASE NO. 502012CP004391 IZ XXXX SB (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.).

iii. SHIRLEY BERNSTEIN ESTATE PROBATE CASE IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL ESTATE OF SHIRLEY BERNSTEIN CASE NO. 502011CP00653XXXXSB (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.).

iv. IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION, Case No. 13cv3643, before the Hon. Judge Amy St. Eve (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.).

   a. Where the Estate of Simon was recently allowed to intervene in the Il. case as it directly relates to the Estate of Simon that was not previously represented in the case by the former PR's of the Estate Tescher and Spallina, which is similar to the instant case where these matters are trying to be separated into other Courts to diffuse the situations unfolding involving criminal acts and civil torts that are directly related.

v. OBSIDIAN FINANCE GROUP, LLC ET AL. V. COX CASE NO. 3:11-CV-00057-HZ. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.). (Note Bernstein is not a Defendant but was tried to be added as a Defendant after the case was heard).

vi. RANDAZZA ET AL V. COX, BERNSTEIN ET AL., CASE NO. 2:12-CV-02040-GMN-PAL. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.)

vii. COX VS. RANDAZZA, ET AL. – NEVADA RICO CASE NO. 2:13-CV-00297-JCM-VCF CHANGED TO 2:13-CV-00297 JCM (NJK) CHANGED TO 2:13-CV-00297 MMD-VCF. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.)

viii. MARC J. RANDAZZA ET AL. V GODADDY, LLC ET AL. ISSUED BY THE MIAMI-DADE COUNTY, FLORIDA 11TH JUDICIAL CIRCUIT COURT, CIVIL ACTION NO. 2014-5636-CA. (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.)

ix. IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, CASE NO. CA 01-04671 AB, PROSKAUER ROSE LLP, A NEW YORK LIMITED LIABILITY PARTNERSHIP, PLAINTIFF, VS. IVIEWIT.COM, INC., A DELAWARE CORPORATION, IVIEWIT HOLDINGS, INC., A DELAWARE CORPORATION, AND IVIEWIT TECHNOLOGIES, INC., A DELAWARE CORPORATION, DEFENDANT. (To be petitioned to reopen based upon fraud on the court and obstruction recently discovered)

239. That in the Federal Court recent news shows a massive fraud on the courts occurred and Obstructions of Justice directly committed by heads of the New York Attorney at Law Disciplinary Committees and more, see all of the following articles, as they relate to Eliot Bernstein's Federal RICO and ANTITRUST lawsuit that was legally related by Hon. Judge Shira Scheindlin to the Whistleblower Lawsuit of Attorney at Law and Disciplinary Expert former New York Supreme Court Attorney, Christine C. Anderson, Esq. and thus Eliot's RICO is one of the cases mentioned in the article related

to her case that due process and procedure was obstructed with intentionally. All of these matters will be cause for the lawsuits involved and related to Anderson to be reopened due to fraud on the court and obstruction now learned of, as evidenced in the following articles.

SELECTED ARTICLES RELATING TO THE ELIOT BERNSTEIN RICO AND NEW INFORMATION ABOUT OBSTRUCTION OF JUSTICE AND MORE:

BREAKING NEWS!!!

INDICTMENTS COMING! US SENATOR JOHN SAMPSON FORMER HEAD OF THE NEW YORK DEMOCRATIC PARTY AND CHAIRMAN OF THE NEW YORK SENATE JUDICIARY COMMITTEE WAS THREATENED & BRIBED TO COVER UP NY & FEDERAL CORRUPTION!!

UPDATE - INDICTMENTS COMING : Iviewit Breaking News: NY Supreme Court Ethics Oversight Bosses Alleged MISUSE of Joint Terrorism Task Force Resources & Funds & Violations of Patriot Acts Against Civilian Targets for Personal Gain… US Senator John Sampson Threatened & Bribed to Cover Up NY & Federal Corruption!!

http://www.free-press-release.com/news-iviewit-breaking-indictments-coming-us-senator-john-sampson-threatened-bribed-to-cover-up-ny-federal-corruption-1369140092.html

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Wednesday, May 15, 2013
Expose Corrupt Courts

INSIDER SAYS NY STATE OFFICIALS BRIEFED ON JUDICIAL CORRUPTION INDICTMENTS

BREAKING NEWS: A New York State Court administrative insider says that top state officials have been briefed by the feds on pending federal corruption indictments that will include New York state court employees....

And late this morning, a Washington, D.C. source confirmed the information, adding that the target of one federal corruption indictment will include at least one sitting New York State judge and other individuals- all with ties to major banks.....

http://exposecorruptcourts.blogspot.com/2013/05/insider-says-ny-state-officials-briefed.html

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UPDATE: SENATOR JOHN SAMPSON, FORMER NEW YORK SENATE JUDICIARY CHAIR THREATENED AND BRIBED TO COVER UP OFFICIAL CORRUPTION

FRIDAY, MAY 17, 2013

Washington, D.C. Insider Says Senator John Sampson Covered-Up Court Corruption

BREAKING NEWS: Washington, D.C. insider says NYS Senator John Sampson covered-up evidence of widespread corruption in New York Surrogate's Courts.

Source says Sampson was first threatened, but then successfully bribed, to bury evidence involving countless state and federal crimes involving billions of dollars.

Syracuse, Rochester, Albany, White Plains, Brooklyn and Manhattan Surrogate's Courts are said to top the list of areas involved.

It was revealed on Wednesday that a New York State Court administrative insider said that top state officials had been briefed by the feds on pending federal corruption indictments that would include employees of New York's Office of Court Administration (a/ka/ "OCA"). Most court employees, including judges, are employed by OCA.

It was further confirmed by the Washington, D.C. source that judges, with ties to banks, would be among those charged.

http://ethicsgate.blogspot.com/2013/05/washington-dc-insider-says-senator-john.html

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IVIEWIT BREAKING NEWS: NY SUPREME COURT ETHICS OVERSIGHT BOSSES ALLEGED MISUSE OF JOINT TERRORISM TASK FORCE RESOURCES & FUNDS & VIOLATIONS OF PATRIOT ACTS AGAINST CIVILIAN TARGETS FOR PERSONAL GAIN..

May 14,2013

See Full Story at:

http://www.free-press-release.com/news-iviewit-breaking-news-ny-supreme-court-ethics-oversight-bosses-alleged-misuse-of-joint-terrorism-task-force-resources-funds-violations-of-patriot-1368533731.html

and

http://ethicsgate.blogspot.com/2013/04/formal-complaint-filed-against-nys.html

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

http://ethicsgate.blogspot.com/2013/04/formal-complaint-filed-against-nys.html

SELECT QUOTES FROM THAT NEWS STORY



April 3, 2013

Robert Moossy, Jr., Section Chief
Criminal Section, Civil Rights Division
US Department of Justice
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,

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.

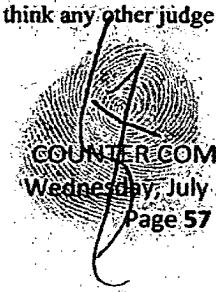
This complaint concerns the illegal use and abuse of such lawful operations for personal and political gain, and all such activity while acting under the color of law. This un-checked access to highly-skilled operatives found undeserving protection for some connected wrong-doers, and the complete destruction 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.

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.

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 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 Weisshaus v. Fagan.

NY SUPREME COURT BOSSES ILLEGALLY WIRETAPPING JUDGES CHAMBERS & HOMES. CHRISTINE ANDERSON WHISTLEBLOWER ILLEGALLY TARGETED FOR 24/7/365 SURVEILLANCE IN RELATED CASE TO IVIEWIT ELIOT BERNSTEIN RICO...

FOR IMMEDIATE RELEASE

(Free-Press-Release.com) May 14, 2013 -- According to news reports, yes, the heads of the NY Supreme Court Ethics Department have been accused of derailing Justice by targeting victims and misusing Government Resources against private citizens with no other motive then Obstruction of Justice in court and regulatory actions against them or their cronies.

World Renowned Inventor Eliot Bernstein files NEW RICO RELATED CRIMINAL ALLEGATIONS against Law Firms Proskauer Rose, Foley & Lardner, Greenberg Traurig and more. Allegations that Bernstein was a target of these criminals cloaked as ATTORNEY AT LAW ETHICS BOSSES at the NY Supreme Court were presented to Federal Judge Shira A. Scheindlin. That evidence was presented that Bernstein's father may have been a target and murdered for his efforts to notify the authorities and more!!!

READ ALL ABOUT IT @

http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obstruction%20of%20Justice165555%20WITH%20EXHIBITS.pdf

PREVIOUS PRESS RELEASES RELATING TO JUDGES ILLEGALLY WIRETAPPED

That on Tuesday, February 19, 2013, ECC released the story,

ETHICSGATE UPDATE FAXED TO EVERY U.S. SENATOR THE ULTIMATE VIOLATION OF TRUST IS THE CORRUPTION OF ETHICS OVERSIGHT EXCLUSIVE UPDATE:

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

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IVIEWIT LETTER TO US DOJ OFFICE OF INSPECTOR GENERAL MICHAEL E. HOROWITZ

http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130520%20FINAL%20Michael%20Horowitz%20Inspector%20General%20Department%20of%20Justice%20SIGNED%20PRINTED%20EMAIL.pdf

IVIEWIT RICO MOTION FOR CLARIFICATION:

http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130513%20FINAL%20Motion%20for%20Clarification%20of%20Order174604%20WITH%20NO%20EXHIBITS.pdf

Investigative Blogger Crystal Cox Sues Forbes and the New York Times for Defamation. March 6, 2013

http://www.free-press-release.com/news-investigative-blogger-crystal-cox-sues-forbes-and-the-new-york-times-for-defamation-1362547010.html

COURT CASES OF INTEREST

COX VS. RANDAZZA, ET AL. " NEVADA RICO CASE NO. 2:13-CV-00297-JCM-VCF CHANGED TO 2:13-CV-00297 JCM (NJK) CHANGED TO 2:13-CV-00297 MMD-VCF

OBSIDIAN FINANCE GROUP, LLC ET AL. V. COX CASE NO. 3:11-CV-00057-HZ (Famed First Amendment Rights Attorney at Law and Professor, Eugene Volokh, Esq., Professor at UCLA School of Law is representing Cox on Appeal)

THE BEGINNING OF THE END ~ NEW YORK SENATE JUDICIARY COMMITTEE HEARINGS

September 24, 2009 - Second Hearing

Public Hearing: Standing Committee On The Judiciary New York Senate Judiciary Committee
John L. Sampson Chairman

SENATE STANDING COMMITTEE ON THE JUDICIARY NOTICE OF PUBLIC HEARING

SUBJECT: The Appellate Division First Department Departmental Disciplinary Committee, the grievance committees of the various Judicial Districts and the New York State Commission on Judicial Conduct

PURPOSE: This hearing will review the mission, procedures and level of public satisfaction with the Appellate Division First Department Departmental Disciplinary Committee, the grievance committees of the various Judicial Districts as well as the New York State Commission on Judicial Conduct

ORAL TESTIMONY BY:

Witness List for Judiciary Hearing 9/24/09 The Judicial & Attorney Disciplinary Process in the State of New York

1. Richard Kuse of New City, NY
2. Victor Kovner of the Fund for Modern Courts
3. Douglas Higbee of Mamaroneck, NY
4. Judith Herskowitz of Miami Beach, FL
5. Peter Gonzalez of Troy, NY
6. Andrea Wilkinson of Rensselaer, NY
7. Maria Gkanios of Mahopac, NY
8. Dominic Lieto of Mahopac, NY
9. Regina Felton Esq of Brooklyn, NY
10. Kathryn Malarkey of Purchase, NY
11. Nora Renzuli, Esq. of Staten Island, NY
12. Stephanie Klein of Long Beach, NY
13. Ike Aruti of Rosedale, NY
14. Terrence Finnan of Keene, NY
15. Gizella Weisshaus, NY
16. **Eliot I. Bernstein of Boca Raton, FL**
17. Suzanne McCormick & Patrick Handley of NY

The Appellate Division of the Supreme Court is the entity that is legally responsible for enforcing the Rules of Professional Conduct governing the conduct of attorneys in New York State. The Appellate Division Departments have created grievance committees that are charged with the investigation of complaints against attorneys. Within the First Judicial Department the Departmental Disciplinary Committee of the Appellate Division investigates complaints against attorneys. The New York State Commission on Judicial Conduct was created by the State Constitution and is charged with investigating complaints against Judges and Justices of the Unified Court System.

According to the 2009 Report of the Commission on Judicial Conduct, there were 1,923 complaints filed in 2008. Yet of these complaints only 262 were investigated and of those, 173 were dismissed. This hearing will examine the processes and procedures that are followed by the various agencies charged with the responsibility of enforcing the rules and regulations that must be followed by the Judiciary and the Bar in the State of New York. It will also evaluate public satisfaction with the disciplinary process.

240. That if this Court would like a more definite type statement at this time of all known participants and each act they have committed in the Conspiracies, including those already pled in the Estate cases Petitioner will be happy to provide a statement similar to a RICO Statement to tie the conspirators together in any Amended Complaint where further elaboration is requested.

241. That more on the Conspiracy can be found in Eliot's first Petition in the Estate cases of Simon and Shirley under the section titled "The Elephant in the Room"[9] and while this was done over a year ago, many of the main allegations of criminal misconduct and civil torts have now been either proven or admitted and many more recently uncovered.

242. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Civil Conspiracy, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 2 - CIVIL EXTORTION

243. This is an action for Civil Extortion under Florida Statutes.

244. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 242, inclusive.

[9] That on May 6, 2013 Petitioner filed an "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE." Filed in both estates.
www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Southern District of New York, Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.

245. That many of the claims of Extortion have already been pled before this Court[10] in filings yet unheard at this time.

246. That the Defendants worked together and with others to interfere and deprive in combinations and separately to illegally seize Dominion and Control of BFR and the children's trust funds, which were the primary sources of funding for Eliot's family, along with intentional interference with Eliot and his children's inheritances.

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[10] That on September 04, 2013, ELIOT filed Docket #TBD, in the estate of Simon, a "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: **MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS**; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE."
http://www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf
and
That on October 10, 2013 Petitioner filed in Shirley's estate case Motions titled,
(I) MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT
(II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD
(III) MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION
(IV) MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES
(V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE
(VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE
(VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND
(VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE
www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf

247. That Defendants worked together in concert and with others to interfere and deprive in combinations and separately to then begin a Pattern and Practice of frauds to destroy BFR and the children's trusts, in efforts to deplete Eliot of resources and then extort Eliot to either accept improper distributions to his children by participating in their fraud or else deprive Eliot of his and his children's inheritances.

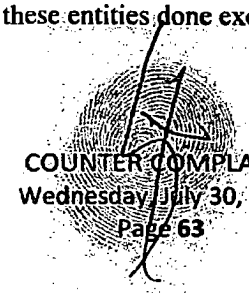
248. That the Defendants worked together in concert and with others to interfere and deprive in combinations and separately to illegally seize Dominion and Control of the Estates and Trusts and delay and interfere with expectancies and inheritances of Eliot and his children.

249. That the Defendants worked together in concert and with others to interfere and deprive in combinations and separately to illegally seize Dominion and Control of Telenet Systems and delay and interfere with Eliot and Candice's income and interests in that company.

250. That once Defendants had seized Dominion and Control of the Estates, Trusts and Corporate Entities and diminished available funds to Eliot's family, they began an extortive attempt to have Eliot either participate in the fraudulent activity they were caught in or to face intentional financial calamity they now controlled.

251. That when Eliot refused and instead continued to pursue investigations with civil and criminal authorities, Defendants worked together in concert and with others to interfere and deprive in combinations and separately to interfere and deprive Eliot and his family of inheritances due them and deplete trust funds in his three minor children's trusts and leave them with no income that had been set up by Simon and Shirley in their estate plans virtually cutting them off of essential monies owed them.

252. That Eliot and his children had been set up financially through entities created by both Simon and Shirley while living and these finances were intended to continue after their deaths through their ELABORATE estate plans, some of these entities done exclusively for Eliot and his family's



PROTECTION, which were designed to provide monthly income and school funds for his family into the future for many years.

253. That intentional delays in Eliot's inheritance have been caused in Shirley's Estate and Trusts where ELIOT is a one third beneficiary by the former PR's and Trustees of Simon's Estate attempted to claim that Simon had changed Shirley's beneficiaries from her three children to her ten grandchildren, through a series of fraudulent documents and frauds on this Court.

254. That Eliot's siblings Theodore and his sister Pamela had been wholly disinherited and considered predeceased for Shirley and Simon's Estate and Trusts in 2008. When Shirley died in 2010 her Trusts that held millions of dollars in assets then became irrevocable with Eliot, Lisa and Jill and their lineal descendants as the only ultimate beneficiaries.

255. That both Simon and Shirley completed mirrored Wills and Trusts in 2008, according to deposition statements made by Donald Tescher on July 09, 2014, and these plans wholly left their Estates and Trusts and all properties to Eliot, Lisa and Jill and their lineal descendants only.

256. That documents recently provided by Court Order in the Estate of Simon have revealed that the 2008 Wills and Trusts of Shirley and Simon's appear materially different and not mirrored and these documents have already been questioned in prior filed and unheard motions of Eliot's as to their legal validity.

257. That Shirley died with her 2008 Will and Trusts as the Dispositive documents, with Simon as a beneficiary while alive and Trustee and only Eliot, Lisa and Jill and their lineal descendants as the ultimate beneficiaries. Simon could neither add nor subtract beneficiaries to Shirley's plans once she died as the trusts became irrevocable, despite efforts by the former PR/Executors/Trustees, Tescher, Spallina and Ted to illegally achieve changes to the Beneficiaries through a series of proven fraudulent and admitted forged and fraudulently altered documents and then subsequent distributions

were made as if these changes were legal and this to the advantage of Theodore and Pamela and to the disadvantage of others.

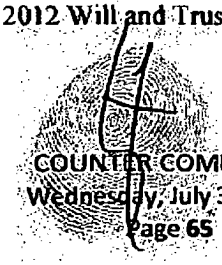
258. That Simon in no way could execute a Power of Appointment to make any changes to the Class of Beneficiaries (Eliot, Lisa and Jill and their lineal descendants) once she passed away. Yet, efforts were made to change the Beneficiaries of these irrevocable trusts and assets were then sold and distributions made to knowingly improper parties by the former PR's, Fiduciaries and Counsel for Simon and Shirley's Estates and Trusts.

259. That in 2012 Shirley's Estate was reopened by Hon. Judge Martin Colin due to Fraud committed by Tescher, Spallina, TSPA, Theodore, Manceri and Moran et al. and remains open today, pending ongoing litigation.

260. That in 2012 it is ALLEGED that Simon annulled his 2008 Will (instead of Amending it) and replaced it with an alleged 2012 Will and further allegedly Amended his 2008 Trusts and replaced it with a 2012 Amended and Restated Trust, only six weeks before he passed suddenly and unexpectedly.

261. That in 2013 it is proven in this Court in the Estate and Trust cases that POST MORTEM, Simon closed the Estate of Shirley, while dead for four months acting as Personal Representative, yes dead and done with Fraudulently Notarized, Fraudulent and Forged documents that has already led to one an arrest for felony acts.

262. That in 2013 it was learned from the Governor Rick Scott's Office Notary Public Division that the notarizations on the ALLEGED 2012 Will and Amended and Restated Trust were improper and where Simon cannot now said to have been present on the date the document is alleged signed, due to such improper notarization and legally void for this and other defects. The documents have been challenged before this Court for the 2012 Will and Trusts of Simon.



263. That Eliot has assisted the PBSO financial crimes division with information regarding alleged further criminal acts that are ongoing and primarily committed by Officers of this Court and Fiduciaries of this Court and due to this fact they have conspired to deny Eliot and his family, including three minor children of their inheritances, have stolen monies from Eliot and his children's pre-funded trusts and companies and then knowing that they were harming Eliot and his family, they proceeded to repeatedly attempt to force Eliot to either partake in illegal activities or starve and possibly be foreclosed on and evicted from their home and more.

264. That these efforts to foreclose on the home and starve out Eliot and his family completely defeats the wishes of both Simon and Shirley Bernstein in the elaborate estate planning mechanisms they put in place to protect Eliot and his family's assets, in some instances these plans were solely for Eliot and his family.

265. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Civil Extortion, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 3 - THEFT

266. This is an action for Civil Theft under the Florida Statutes.

267. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 265, inclusive.

268. That theft of property has occurred with the misuse of bank accounts, including POST MORTEM held in the Estates and Trusts.

269. That a series of property frauds have left assets missing and unaccounted for at this time, including but not limited to, Jewelry, Artwork and Furnishings, which has been reported to authorities and remains under ongoing investigation.

270. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Theft, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 4 – FRAUDULENT CONVERSION

271. This is an action for Fraudulent Conversion under Florida Statutes.

272. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 270, inclusive.

273. That Spallina, Tescher, Theodore, Craig, Worth, Manceri, Rose, Pankauski and others have interfered with Eliot and his children's inheritances by falsifying documents and other criminal acts and civil torts to convert assets to improper parties and seize Dominion and Control of various trusts and estates assets with intent and destroy, suppress and deny Eliot and his family of their inheritances.

274. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Conversion, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 5 – INTENTIONAL INTERFERENCE WITH AN INHERITANCE/EXPECTANCTY

275. This is an action for Torturous Interference with an Inheritance under Florida Statutes.

276. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 274, inclusive.

277. That Eliot and/or his children had expectancy from the Trusts, Estates and Corporate Entities of Simon and Shirley Bernstein sued hereunder and there has been intentional interference with the expectancy through tortuous conduct that caused and continue to cause damages.

278. That Spallina, Tescher, Theodore, Craig, Worth, Manceri, Rose, Pankauski and others have interfered with Eliot and his children's inheritances through a number of schemes and artifices to defraud and by falsifying dispositive documents to convert assets to improper parties and seize Dominion and Control of various trusts and estates assets with intent and destroy, suppress and deny Eliot and his family of their inheritances.

279. That Eliot and his family have been denied access to Estate and Trust documents and accountings for now four years in Shirley's Estates and Trusts and two years in Simon's Estates and Trusts in efforts to deny them their inheritances and convert the properties to improper parties.

280. That despite the fact that Simon and Shirley's Estate and Trusts were to be distributed to Eliot and his children immediately upon their deaths to provide income for their health, maintenance, schooling and more, through intentional egregious acts of bad faith and criminal activity Eliot and his family have not received any inheritance in almost two years, which was intentionally caused to harm them.

281. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Intentional Interference with an Inheritance/Expectancy, jointly and severally, personally and professionally and for remedies



as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 6 – CIVIL FRAUD

282. This is an action for Civil Fraud under Florida Statutes.

283. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 281, inclusive.

284. That a complex set of frauds have taken place in the Estates and Trusts of Simon and Shirley and some are already proven such as improper notarizations of Wills and Trusts of Simon, proven fraudulently notarized Waivers in Shirley's Estate, proven Fraud on this Court through use of a deceased person, Simon, to act as Personal Representative to close an Estate through documents filed by the law offices of Tescher and Spallina on behalf of a dead PR and with no notice to the Court for months that the PR that was filing the documents had passed and this was done with scienter with this Court POST MORTEM.

285. That when Simon died the Estate of Shirley had not been closed and in order to attempt to change her Beneficiaries of her Estate and Irrevocable Trusts, the scheme needed Simon to be alive and close the Estate and then attempt to use an ALLEGED Power of Appointment to make changes that could not be made legally, therefore Simon was used POST MORTEM for several months while dead to close Shirley's Estate and then try and make changes to her Beneficiaries, again, POST MORTEM.

286. That similar fraudulent activity is taking place with the children's Trusts, BFR, the Estates, virtually all of the Trusts and entities sued hereunder, where documents are not complete, there are missing signatures, assets are being stolen and funds improperly used by the fiduciaries in self-dealing transactions that have benefited the Defendants.

287. That virtually every act of the Fiduciaries and their Counsel has been fraudulent since the altering and changing of dispositive documents to illegally seize Dominion and Control of the Estates, Trusts and Corporate Entities in efforts to loot the Estates, Trusts and Corporate Entities of Simon and Shirley through various subsequently fraudulent acts.

288. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Frauds, jointly and severally, personally and professionally, for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 7 - BREACH OF FIDUCIARY DUTIES

289. This is an action for Breach of Fiduciary Duties under Florida Statutes.

290. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 288, inclusive.

291. That the fiduciaries of the Estates, Trusts and Corporate Entities sued hereunder are alleged to have gained their fiduciary positions through a series of fraudulent documents and other acts and thus EVERY action they have taken forward is a breach of fiduciary duties through combinations of self-dealing transactions, excessive compensations, excessive and unjustified legal fees (including billing for time to respond to investigators and more), improper and illegal investment decisions and a mass of pilfering and stealing of assets.

292. That despite being aware of their involvement in criminal acts, the fact that they are under ongoing investigations, the fact that the dispositive documents have been challenged and found fraught with fraud and more, the fiduciaries, primarily now Theodore since the counsel he brought to the Bernstein family, Tescher and Spallina, are removed, continues to act and abuse his alleged fiduciary

powers to harm and deceive beneficiaries despite his absolute and irrefutable conflicts of interest and adverse interests that factually preclude his involvement further as fiduciary.

293. That despite Theodore knowing and being informed repeatedly of the reasons he cannot now serve in any fiduciary capacities in the Estates and Trusts of Simon and Shirley he continues with his counsel to act in disregard of his fiduciary duties to resign, in efforts to liquidate assets in fire sale self-dealing transactions before he is removed.

294. That Theodore is alleged by his counsel to have took distributions against the advice of counsel as claimed by Spallina to PBSO, all in efforts to loot further the Estates and Trusts before he is fully removed in every capacity in the Estates and Trusts of Simon and Shirley.

295. That all Fiduciaries to the Estates, Trusts and Corporate Entities sued hereunder have committed multiple Egregious Acts of Bad Faith with Unclean Hands in violation of their fiduciary duties causing a mass of civil torts against Plaintiffs.

296. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against all Defendants in any Fiduciary role for any of the trusts sued hereunder for Breach of Fiduciary Duties under 736.1001 Remedies for breach of trust and other applicable statutes both jointly and severally, personally and professionally, and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 8 - ABUSE OF PROCESS

297. This is an action for Abuse of Process under Florida Statutes.

298. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 296, inclusive.

299. That improper use of the court's process through vexatious litigations and other legal debauchery has taken place repeatedly, including the filing of this instant action with ulterior and improper motives of the Defendants in exercising such illegal use of process and damages to the Eliot and his family have resulted from such abuse of process with malice.

300. That all of the document Frauds have been implemented using the Court processes to achieve Dominion and Control of the Estates and Trusts through a series of fraudulent dispositive documents crafted to commit fraud both on the Court and the Beneficiaries, Interested Parties and Creditors.

301. That several instances of Fraud on this Court by Officers and Fiduciaries of this Court are already proven and this represents irrefutable evidence of Abuse of Process, similar to the abuse of process in this action, whereby the Courts are being used to attempt to diffuse and cover up the crimes that have taken place in the children's school trusts and BFR.

302. That there are multiple abuses of process that are expensive and abusive to the Beneficiaries, including legal harassment in efforts to further harm beneficiaries by causing expensive delays in estate administration and billing up outrageous attorney fees and costs through frivolous and fraudulent pleadings.

303. That Gray Robinson and Steven Lessne have abused process by contacting Eliot and Candice under false premises to gain insight into highly confidential and sensitive information regarding their legal strategies against Oppenheimer, initially claiming to represent BFR and Eliot's children's pre funded school trusts when really representing Oppenheimer's Craig as Trustee and Manager of BFR. Then using this ill gained information to file a lawsuit to further harass Eliot and Candice.

304. That Gray Robinson knowing of Fraud allegations against Craig, Worth and others involved in these matters, then tried to escape from their fiduciary obligations to report the crimes and filed this instant action with a separate Judge at this Court and without notifying the Court, the new Judge or the authorities of the illegally activities alleged against their client Oppenheimer et al.

305. That Lessne also did not file this instant action as part of the Court cases before Hon. Judge Martin Colin, while knowing of the related Estate and Trusts actions already in play and directly related to these matters.

306. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants, jointly and severally, personally and professionally, for Abuse of Process and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

COUNT 9 - LEGAL MALPRACTICE

307. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 306, inclusive.

308. This is an action for Legal Malpractice under Florida Statutes.

309. That in the instant action Gray Robinson and Steven Lessne have committed legal malpractive by contacting Eliot and Candice under false premises to gain insight into highly confidential and sensitive information regarding their legal strategies against Oppenheimer, Spallina, Tescher, Theodore, Manceri et al. initially claiming to represent BFR and Eliot's children's pre funded school trusts when really Lessne was representing Oppenheimer's Craig as Trustee of the children's trusts and Manager of BFR, not the entities and beneficiaries of the entities.

310. That Attorneys at Law, Spallina, Tescher, Manceri, Rose, Pankauski, Gortz and others have worked together in concert and with others to interfere and deprive in combinations and separately to commit frauds, frauds on the courts and more in direct efforts to commit a series of criminal wrongdoings and civil torts against parties to the Estates and Trusts of Simon and Shirley and other related entities, which have enriched them greatly through legal fees and more.

311. That all Attorneys at Law named as Defendants hereunder have committed malpractice by subverting their clients' interests and participating in a variety of criminal acts resulting in a mass of civil torts to the true and proper Beneficiaries of the Estates and Trusts of Simon and Shirley and others.

312. That through a web of conflicting interests and adverse interests the Attorneys at Law involved in this action and those involved in the probate of the Estates of Simon and Shirley have worked together in concert and with others to interfere and deprive in combinations and separately to violate virtually the entire Attorney Conduct Codes and State and Federal Laws.

313. That the Attorneys at Law have enriched themselves through these fraudulent activities to the disadvantage of Eliot and his family.

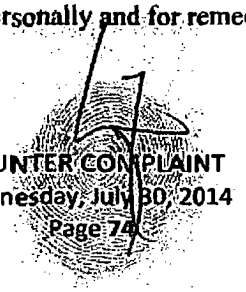
314. That the Attorneys at Law named hereunder as Defendant, in some instances even admittedly, altered Estate and Trusts documents to enrich themselves and others, including their friend and client Theodore, while intentionally causing problems with the Beneficiaries to gin up disputes that resulted in excessive legal fees for themselves and the fiduciaries, in some cases the Attorneys also acting as the Fiduciaries and then counsel to themselves as the fiduciaries, as the case is with Tescher and Spallina.

315. That Tescher and Spallina conspired together to change and alter Trust documents in Shirley's Estate in efforts to benefit their CLIENT, FRIEND and BUSINESS ASSOCIATE, Theodore.

316. That all Attorneys at Law to the Estates, Trusts and Corporate Entities sued hereunder have committed multiple Egregious Acts of Bad Faith with Unclean Hands in violation of their Attorney Conduct Codes and Law causing a mass of civil torts against Plaintiffs.

317. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment against Defendants for Legal Malpractice, jointly and severally, professionally and personally and for remedies as may be awarded Plaintiff



under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 10 – EQUITABLE LIEN

318. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 316, inclusive.

319. This is an action to impose an Equitable Lien on the Estates and Trusts Assets in both the Simon and Shirley Estates that were seized illegally from December 08, 2010 when Shirley deceased and then further from September 13, 2012 when Simon deceased through a series of fraudulent activities that transferred Dominion and Control of the assets to improper parties and have since led to numerous other fraudulent activities under ongoing State and Federal investigations both civil and criminal.

320. That this is an action for an Equitable Lien on the children's Trusts, all Trusts sued hereunder and all Estates, Trusts and Corporate Entities sued hereunder that Simon and Shirley had interests in, due to the fraudulent activity taking place and to preserve and protect the assets.

321. That the Defendants have become enriched unjustly due to the criminal acts and civil torts defined herein.

322. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment for an Equitable Lien and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 11 - ACCOUNTING

323. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 322, inclusive.

324. This is an action against Theodore, Craig, Worth, Spallina and Tescher and others who have failed to provide accountings for the Estates or Trusts to the Beneficiaries and Interested Parties as statutorily required for full formal accountings of all Trusts, Estates and Entities involved in the estate plans of Simon and Shirley and sued hereunder.

325. That Theodore has failed to provide accounting in any of his alleged roles as a fiduciary in the Estates and Trusts of Shirley and Simon as required by law since he allegedly began acting as a fiduciary.

326. That Spallina and Tescher and all other current and former trustees (excluding Benjamin Brown, Esq. the Curator of Simon's Estate and the new Successor PR of the Estate of Simon, Brian O'Connell, Esq.) failed to provide accountings or tender documents to Beneficiaries and Interested Parties according to well established probate rules and statutes in their roles as fiduciaries and counsel to the Estates and Trusts of Simon and Shirley as required by law.

327. That Theodore after allegedly becoming Successor Trustee to the Trusts of Simon has failed to provide an accounting or any other evidence that he was elected legally as the Successor Trustee.

328. That Theodore after acting for almost a year in Shirley's Estates and Trusts with no legal authority or notice or accountings to beneficiaries, was then appointed PR of the Estate of Shirley by Judge Colin and since October 2013 has failed to provide an accounting, his letters or any other documents to the beneficiaries in violation of Probate Rules and Statutes.

329. All Trustees in ALL of the Trusts created by Simon and Shirley Bernstein and so sued hereunder have failed under;

> 736.0813 Duty to inform and account.—The trustee shall keep the qualified beneficiaries of the trust reasonably informed of the trust and its administration.
> (1) The trustee's duty to inform and account includes, but is not limited to, the following:
> (a) Within 60 days after acceptance of the trust, the trustee shall give notice to the qualified beneficiaries of the acceptance of the trust, the full name and address of the trustee, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.

(b) Within 60 days after the date the trustee acquires knowledge of the creation of an irrevocable trust, or the date the trustee acquires knowledge that a formerly revocable trust has become irrevocable, whether by the death of the settlor or otherwise, the trustee shall give notice to the qualified beneficiaries of the trust's existence, the identity of the settlor or settlors, the right to request a copy of the trust instrument, the right to accountings under this section, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.
(c) Upon reasonable request, the trustee shall provide a qualified beneficiary with a complete copy of the trust instrument.
(d) A trustee of an irrevocable trust shall provide a trust accounting, as set forth in s. 736.08135, from the date of the last accounting or, if none, from the date on which the trustee became accountable, to each qualified beneficiary at least annually and on termination of the trust or on change of the trustee.
(e) Upon reasonable request, the trustee shall provide a qualified beneficiary with relevant information about the assets and liabilities of the trust and the particulars relating to administration.

330. That all Fiduciaries and Attorneys at Law to the Estates, Trusts and Corporate Entities sued hereunder have committed multiple Egregious Acts of Bad Faith with Unclean Hands in violation of their fiduciary duties by failing to provide legally timely accountings and have intentionally and with scienter have failed to provide accountings and more causing a mass of civil torts against Plaintiffs.

331. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs demands judgment for accountings for ALL Estate and Trusts of both Shirley and Simon sued hereunder that have been denied in violation of statutes and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 12 – REMOVE DEFENDANTS IMMMEDIATELY FROM ALL FIDUCIARY AND LEGAL POSITIONS IN THE ESTATES, TRUSTS AND OTHER CORPORATE ENTITIES SUED HEREUNDER

332. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 331, inclusive.

333. This is an action to remove the current ALLEGED Trustee of the Estate and trusts of Shirley, Theodore, the Trustee of Simon's trusts, again Theodore, the Trustee of the children's school Trusts, Craig and Worth and the Manager of BFR, Craig.

736.0706 Removal of trustee

334. This is an action to remove the current ALLEGED Counsel to the Trustee of the Estate and trusts of Shirley, Rose and Pankauski, the Counsel to the Alleged Trustee of Simon's trusts, again Rose and Pankauski, the Counsel for the Trustee of the children's school Trusts, Gray Robinson, the Counsel for the Manager of BFR, Gray Robinson and all other unknown counsel to any of the trustees who have acted alone and in combination with each other, with the fiduciaries of the various trusts and wills and other defendants to violate the trusts and wills of Simon and Shirley sued hereunder.

335. That on July 11th 2014 Theodore's Motion to be Appointed Personal Representative of the Estate of Simon to replace the Curator, Benjamin Brown, Esq. that was installed after Tescher and Spallina were removed in all capacities from the Estates and Trusts of Simon and Shirley Bernstein amidst the criminal acts and civil torts proven, admitted and alleged in the Estates and Trusts thus far and where after making a bid to become the Successor PR, against a tidal wave of opposition and legally sound reasons that do not make him qualified now to act in any fiduciary capacities in either the Estates and Trusts of Simon and Shirley, Theodore withdrew his request after wasting this Court and everyone's time, including a mass of legal fees encumbered by all parties and allowed an independent Third Party Personal Representative to be elected, Brian O'Connell, Esq.

336. That Theodore is not now qualified to be Personal Representative or Trustee or Manager of any of Simon and Shirley's Wills and Trusts and entities created by them for the beneficiaries, as he has a plethora of Conflicts of Interests, he has absolute Adverse Interests in both Simon and Shirley's Estates and Trusts, he is under ongoing criminal investigations and civil actions that further make him conflicted and unable to legally serve and he must instantly be removed by this Court to preserve

and protect the assets of Simon and Shirley from further Fraud and more that Theodore is the central alleged perpetrator of. Where Theodore has directly benefited the most from the criminal acts already proven, admitted and alleged and Theodore has been considered in all Wills and Trusts of Simon and Shirley as PREDECEASED and wholly disinherited. Theodore therefore has no real beneficial interest in these matters in light of the allegations against him, to be a Fiduciary in light of the ongoing messes caused under his tutelage and aided and abetted by Attorneys at Law that are his friends and business associates who all came in to the Estate and Trust matters through their relations to Theodore. Theodore must be removed as he and his sister Pamela are the direct benefactors of all these problems and criminal acts committed thus far, to the disadvantage of other beneficiaries, interested parties and creditors.

337. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment to REMOVE COUNTER DEFENDANTS IMMMEDIATELY FROM ALL FIDUCIARY AND LEGAL POSITIONS IN THE ESTATES AND TRUSTS AND OTHER ENTITIES OF SIMON AND SHIRLEY BERNSTEIN, to SIEZE ALL RECORDS and Estate and Trust Assets from all Defendants regarding the Estates, Trusts and Corporate Entities Sued hereunder and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 13 - PREMLINARY INJUNCTION

338. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs 1 through 337, inclusive.

339. This is an action under Florida Statute 526.312 and any other applicable statutes to prohibit instantly the current ALLEGED Trustee of the Estate and trusts of Shirley, Theodore, the Trustee of Simon's trusts, again Theodore, the Trustee of the children's school Trusts, Craig and Worth and the Manager

of BFR, Craig from any further actions in any capacities until these matters of fraud and more can be fully resolved both criminally and civilly before this Court and state and federal civil agencies.

340. That this injunction should freeze all assets held in ALL Trusts, Estates and Entities named hereunder to preserve them from further fraud being committed by fiduciaries and counsel to the fiduciaries, who are all alleged to be directly involved in the prior criminal acts, ongoing alleged criminal acts and admitted criminal acts and that no further acts regarding the assets should be made without direct Court approval, including ALL Attorney at Law fees, costs or any other transactions other than those already arranged by the Court with Brian O'Connell and Benjamin Brown. That this is to include all properties held in all Trusts. Estates and Corporate Entities sued hereunder that Simon and Shirley owned or had interests in.

341. All conditions precedent to this action have been performed or occurred and continue.

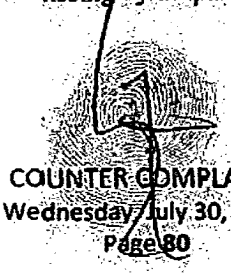
WHEREFORE, Plaintiffs prays for judgment a Preliminary Injunction and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

COUNT 14 – BREACH OF CONTRACT
HERITAGE UNION LIFE INSURANCE CONTRACT

342. This is an action for Breach of Contract under Florida Statutes.

343. Plaintiffs hereby reiterate and incorporate herein by reference, as if fully restated herein, preceding paragraphs I through 341, inclusive.

344. That there is an insurance Policy #1009208 issued by Heritage Union Life Insurance Company on the life of Simon L. Bernstein and assumed by their Successors and Re-Insurers and their Successors and whereby the policy is now alleged to be missing by all parties, including Heritage and their Successors.



345. That failure to produce the contract to determine the terms and conditions of the contract is a breach of the contract by Heritage.

346. That failure to maintain a copy of the Policy by Heritage and their Re-Insurers violates record retention rules, procedures and statutes.

347. That it is alleged that the insurance policy is not lost but rather suppressed and denied to deprive the true and proper beneficiaries of the proceeds and to hide the true policy face amount and more.

348. That Robert Spallina signed an insurance death benefit claim form acting as the Trustee of the alleged lost SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995 that Spallina himself claimed never to have seen or possessed.

349. That Robert Spallina acted in egregious bad faith in misleading Heritage to believe that he was also the Trustee of LaSalle National Trust, N.A., which is also alleged to be a Beneficiary of the Policy, in efforts to convert the death benefit to his law firm.

350. That the claim form Robert Spallina signed was denied by Heritage for insufficient proof that he was the Beneficiary of the Policy as the alleged Trustee of the lost Trust or the alleged Trustee of LaSalle National Trust, N.A.

351. That Theodore then filed a Breach of Contract lawsuit against Heritage as the acting as the Trustee of the alleged lost SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995 that Theodore himself claimed never to have seen or possessed.

352. That Heritage and/or their Successors cannot prove who the Beneficiary of the Policy at the time of Simon's death was due to their failure to maintain records and possess a bonafide copy of the Policy with all of its terms and conditions and that this has damaged Eliot and his children who are alleged to be Beneficiaries of the Policy and or trusts that make claim as having a beneficial interest in the proceeds.

353. All conditions precedent to this action have been performed or occurred and continue.

WHEREFORE, Plaintiffs prays for judgment a Preliminary Injunction and for remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate.

Filed on Wednesday, July 30, 2014,

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children.

X_____

Candice Bernstein, Pro Se, as legal guardian on behalf of her three minor children.

X_____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Wednesday, July 30, 2014,

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his three minor children

X_____

SERVICE LIST

Robert L. Spallina, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com

Ted Bernstein
880 Berkeley
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

John J. Pankauski, Esq.
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401
courtfilings@pankauskilawfirm.com
john@pankauskilawfirm.com

Donald Tescher, Esq.,
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Ted Bernstein
Life Insurance Concepts et al.
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
tbernstein@lifeinsuranceconcepts.com

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611
psimon@stpcorp.com

TESCHER & SPALLINA, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
dtescher@tescherspallina.com
ddustin@tescherspallina.com
kmoran@tescherspallina.com

Alan B. Rose, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
arose@pm-law.com
and
arose@mrachek-law.com

Pamela Simon
President
STP Enterprises, Inc.
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
psimon@stpcorp.com

Mark R. Manceri, Esq., and
Mark R. Manceri, P.A.,
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net
mrmlaw1@gmail.com

L. Louis Mrachek, Esq.
PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
lmrachek@mrachek-law.com

Charles D. Rubin
Managing Partner
Gutter Chaves Josepher Rubin Forman
Fleisher Miller PA
Boca Corporate Center
2101 NW Corporate Blvd., Suite 107
Boca Raton, FL 33431-7343
crubin@floridatax.com

Kimberly Moran
Tescher & Spallina, P.A.
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
kmoran@tescherspallina.com

Lindsay Baxley aka Lindsay Giles
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487
lindsay@lifeinsuranceconcepts.com

Gerald R. Lewin
CBIZ MHM, LLC
1675 N Military Trail
Fifth Floor
Boca Raton, FL 33486
jlewin@cbiz.com

Clair A. Rood, Jr.
Senior Managing Director
CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC
175 South West Temple, Suite 650
Salt Lake City, UT 84101
crood@cbiz.com

Joseph M Leccese
Chairman of the Firm
Proskauer
Eleven Times Square
New York, NY 10036
t: 212.969.3000
f: 212.969.2900
info@proskauer.com
jleccese@proskauer.com

Albert Gortz, Esq.
Proskauer Rose LLP
One Boca Place
2255 Glades Road
Suite 421 Atrium
Boca Raton, FL 33431-7360
agortz@proskauer.com

Christopher Stroup
Chairman of the Board of Directors and Chief Executive Officer
Heritage Union
A member of WiltonRe Group of Companies
187 Danbury Road
Wilton, CT 06897
cstroup@wiltonre.com
msarlitto@wiltonre.com

Estate of Simon Bernstein
Personal Representative
Brian M. O'Connell, Partner
Ciklin Lubitz Martens & O'Connell
515 N Flagler Drive
20th Floor
West Palm Beach, FL 33401
boconnell@ciklinlubitz.com
jfoglietta@ciklinlubitz.com

Steven Lessne, Esq.
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
steven.lessne@gray-robinson.com

Byrd F. "Biff" Marshall, Jr.
President & Managing Director
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
biff.marshall@gray-robinson.com

T&S Registered Agents, LLC
Wells Fargo Plaza
925 South Federal Hwy Suite 500
Boca Raton, Florida 33432
rspallina@tescherspallina.com
kmoran@tescherspallina.com
ddustin@tescherspallina.com
dtescher@tescherspallina.com

Chicago Title Land Trust Company
10 S. LaSalle Street,
Suite 2750
Chicago, IL 60603
David Lanciotti,
Exec Vice Pres and General Counsel
David.Lanciotti@ctt.com

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

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

Dennis McNamara
Executive Vice President and General Counsel
Oppenheimer & Co. Inc.
Corporate Headquarters
125 Broad Street
New York, NY 10004
800-221-5588
Dennis.mcnamara@opco.com
info@opco.com

Hunt Worth, Esq.
President
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
302-792-3500
hunt.worth@opco.com

Dennis G. Bedley
Chairman of the Board, Director and Chief Executive Officer
Legacy Bank of Florida
Glades Twin Plaza
2300 Glades Road
Suite 120 West – Executive Office
Boca Raton, FL 33431
info@legacybankfl.com
DBedley@LegacyBankFL.com

Neil Wolfson
President & Chief Executive Officer
Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890-0001
nwolfson@wilmingtontrust.com

Ralph S. Janvey
Krage & Janvey, L.L.P.
Federal Court Appointed Receiver
Stanford Financial Group
2100 Ross Ave, Dallas, TX 75201
rjanvey@kjllp.com

James Dimon
Chairman of the Board and Chief Executive Officer
JP Morgan Chase & CO.
270 Park Ave. New York, NY 10017-2070
Jamie.dimon@jpmchase.com

Janet Craig
Oppenheimer Trust Company of Delaware
405 Silverside Road
Wilmington, DE 19809
Janet.Craig@opco.com

William McCabe
Oppenheimer & Co., Inc.
85 Broad St Fl 25
New York, NY 10004
William.McCabe@opco.com

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

NOTICE OF CONFIDENTIAL INFORMATION WITHIN COURT FILING

Pursuant to Florida Rule of Judicial Administration 2.420(d)(2), the filer of a court record at the time of filing shall indicate whether any confidential information is included within the document being filed; identify the confidentiality provision that applies to the identified information; and identify the precise location of the confidential information within the document being filed.

Title/Type of Document(s): NOTICE OF FILING FINAL ACCOUNTINGS

_____ Chapter 39 records relating to dependency matters, termination of parental rights, guardians ad litem, child abuse, neglect, and abandonment. § 39.0132(3), Fla. Stat. (If the document is filed within a Chapter 39 case, this form is not required.)

_____ Adoption records. § 63.162, Fla. Stat. (If the document is filed within a Chapter 63 adoption case, this form is not required.)

____ Social Security, bank account, charge, debit, and credit card numbers in court records. § 119.0714(1)(i)-(j), (2)(a)-(e), Fla. Stat., (Unless redaction is requested pursuant to § 119.0714(2), this information is exempt only as of January 1, 2011.)

_____ HIV test results and patient identity within the HIV test results. § 381.004(3)(e), Fla. Stat.

_____ Sexually transmitted diseases – test results and identity within the test results when provided by the Department of Health or the department's authorized representative. § 384.29, Fla. Stat.

_____ Birth and death certificates, including court-issued delayed birth certificates and fetal death certificates. §§ 382.008(6), 382.025(1)(a), Fla. Stat.

_____ Identifying information in petition by minor for waiver of parental notice when seeking to terminate pregnancy. § 390.01116, Fla. Stat. (If the document is filed within a Ch. 390 waiver of parental notice case, this form is not required.)

_____ Identifying information in clinical mental health records under the Baker Act. §394.4615(7), Fla. Stat.

_____ Records of substance abuse service providers which pertain to the identity, diagnosis, and prognosis of and service provision to individuals who have received services from substance abuse service providers. § 397.501(7), Fla. Stat.

_____ Identifying information in clinical records of detained criminal defendants found incompetent to proceed or acquitted by reason of insanity. § 916.107(8), Fla. Stat.

_x___ Estate inventories and accountings. § 733.604(1), Fla. Stat.

_____ Victim's address in domestic violence action on petitioner's request. § 741.30(3)(b), Fla. Stat.

_____ Information identifying victims of sexual offenses, including child sexual abuse. §§ 119.071(2)(h), 119.0714(1)(h), Fla. Stat.

_____ Gestational surrogacy records. § 742.16(9), Fla. Stat.

_____ Guardianship reports and orders appointing court monitors in guardianship cases. §§ 744.1076, 744.3701, Fla. Stat.

_____ Grand jury records. Ch. 905, Fla. Stat. (If the document is filed in a Ch. 905 grand jury proceeding, this form is not required.)

_____ Information acquired by courts and law enforcement regarding family services for children. §984.06(3)-(4), Fla. Stat. (If the document is filed in a Ch. 984 family services for children case, this form is not required.)

_____ Juvenile delinquency records. §§ 985.04(1), 985.045(2), Fla. Stat. (if the document is filed in a Ch. 985 juvenile delinquency case, this form is not required.)

_____ Information disclosing the identity of persons subject to tuberculosis proceedings and records of the Department of Health in suspected tuberculosis cases. §§ 392.545, 392.65, Fla. Stat.

Respectfully submitted,

GRAYROBINSON, P.A.
Attorneys for Petitioner
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: */s/ Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 17th day of December 2014.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iveWit@iveWit.tv
iveWit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

Filing # 21709430 Electronically Filed 12/17/2014 12:04:24 PM

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

NOTICE OF FILING FINAL ACCOUNTINGS

Petitioner, Oppenheimer Trust Company of Delaware, hereby gives notice of filing its Final Accountings (for the period July 30, 2010 through May 26, 2014) for the following trusts:

1. The Daniel Bernstein Irrevocable Trust Dated September 7, 2006;
2. The Jake Bernstein Irrevocable Trust Dated September 7, 2006; and
3. The Joshua Bernstein Irrevocable Trust Dated September 7, 2006.

GRAYROBINSON, P.A.
Attorneys for Petitioner
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: */s/ Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

CERTIFICATE OF SERVICE

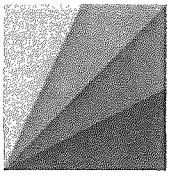
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MBAF

MORRISON BROWN ARGIZ & FARRA, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

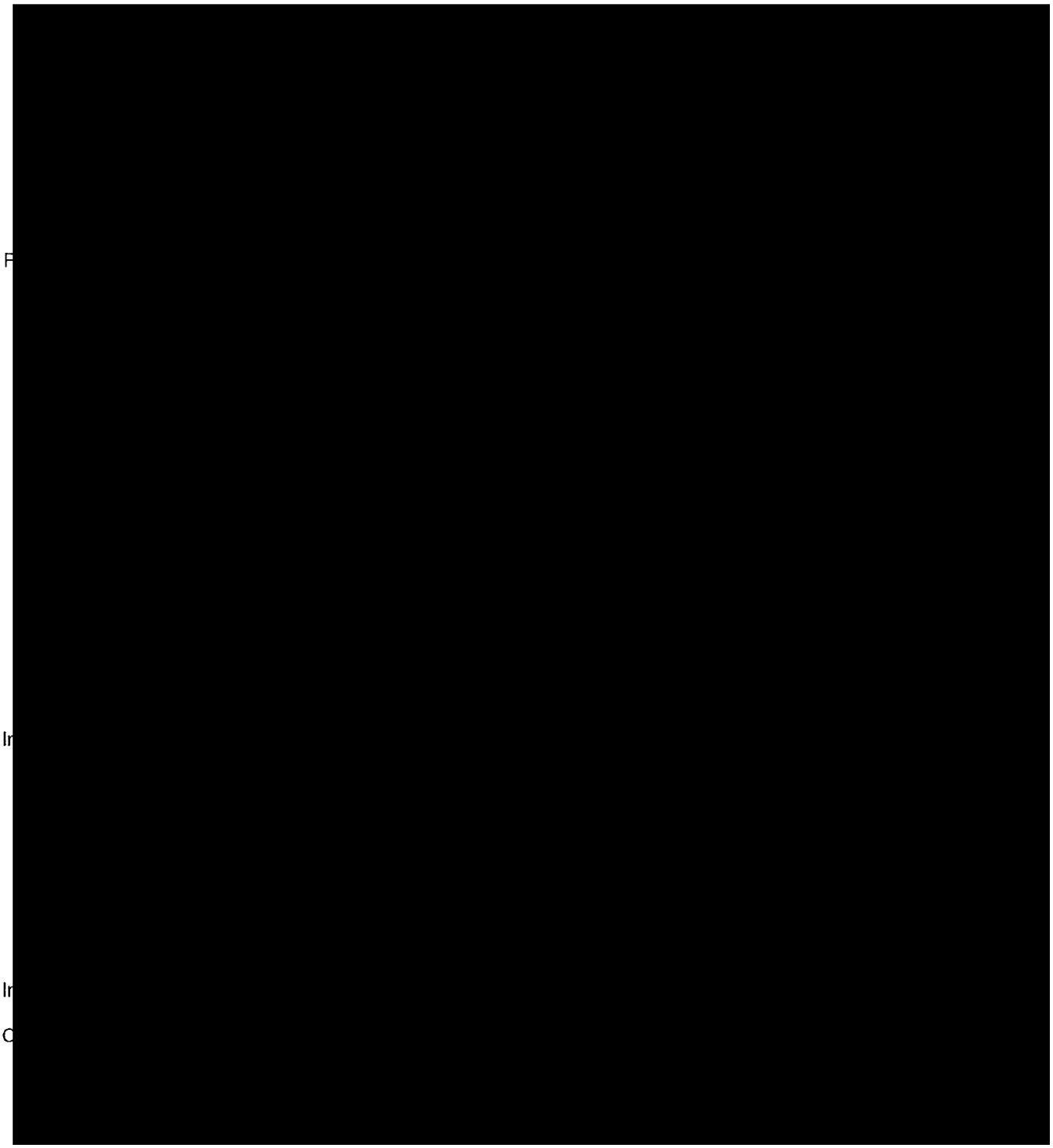
DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006

SUMMARY OF ACCOUNT FOR THE PERIOD 7/30/2010 THROUGH 5/26/2014

Miami | Ft. Lauderdale | Boca Raton | Orlando | Baltimore | Boulder | India

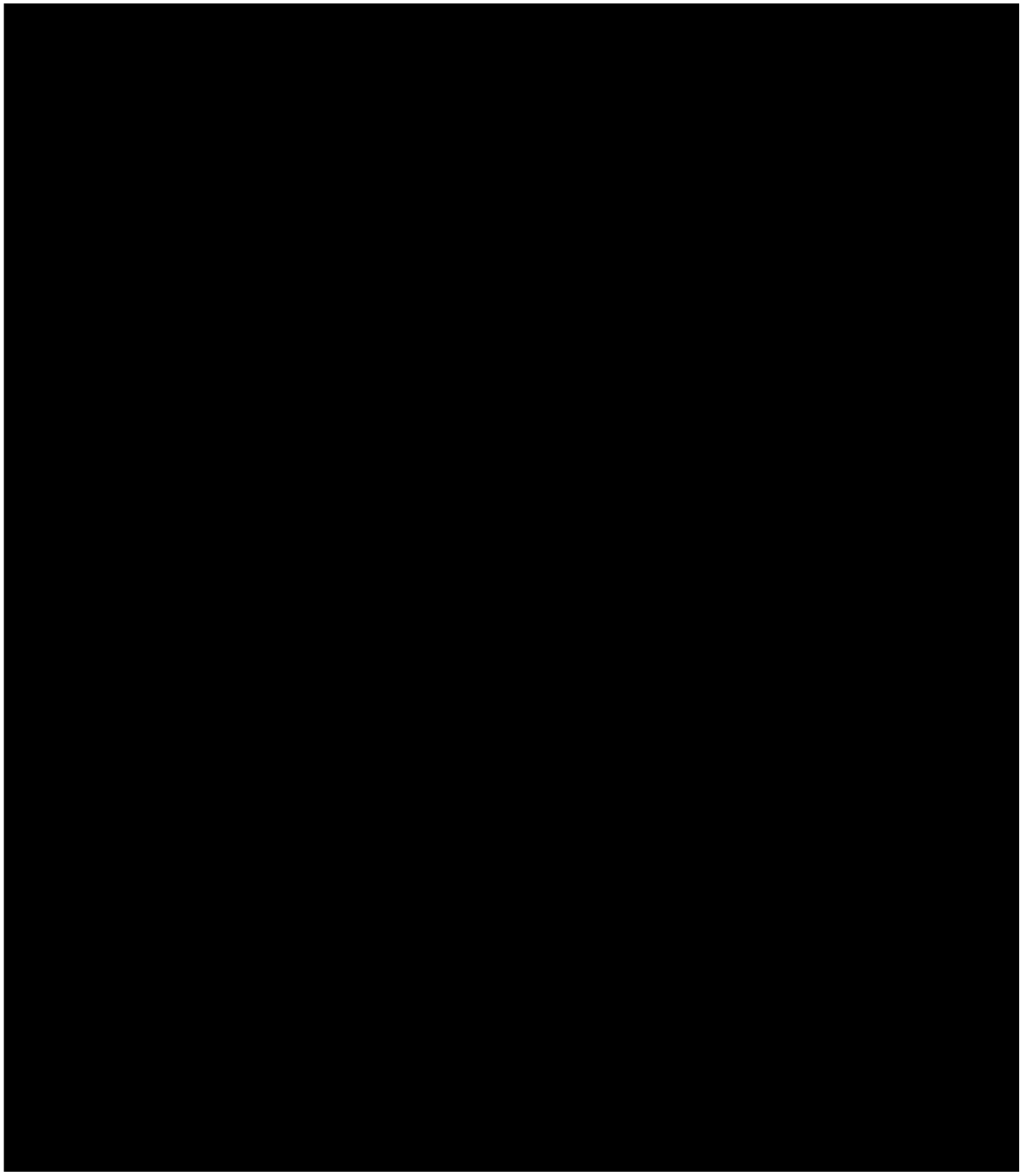
www.mbafcpa.com

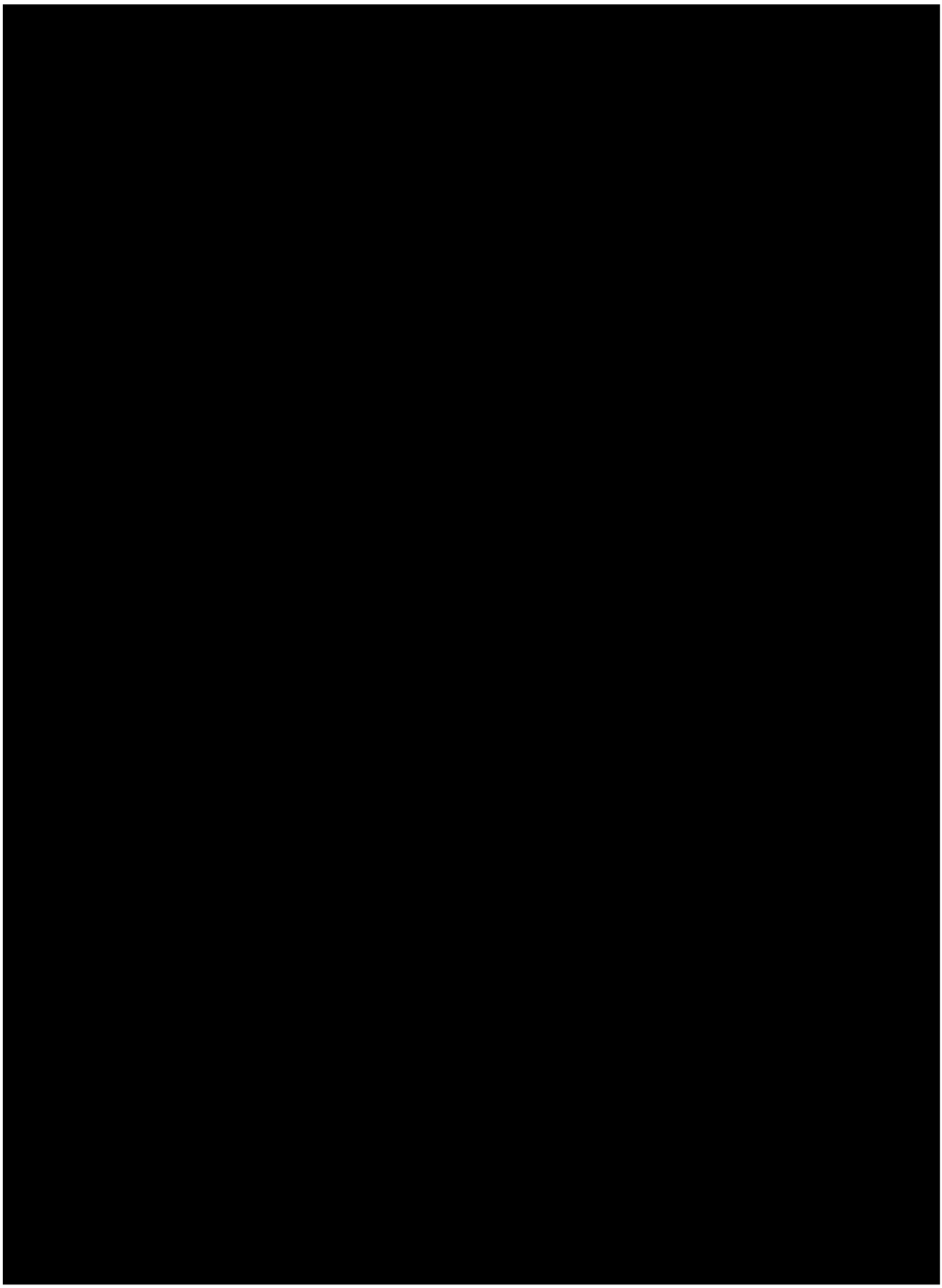
Statement Required by U.S. Treasury Department:
The U.S. Treasury Department requires us to advise you that nothing in this correspondence or in any attachments to it, is intended to constitute a "reliance opinion" under any applicable Treasury Regulations. Nothing in this correspondence or attachment written by our firm is intended to be used, and cannot be used by any taxpayer, for the purpose of avoiding any penalties or sanctions that may be imposed under the Internal Revenue Code. Advice from our firm relating to Federal tax matters may not be used in promoting, marketing, or recommending any entity, investment plan or arrangement to any taxpayer.

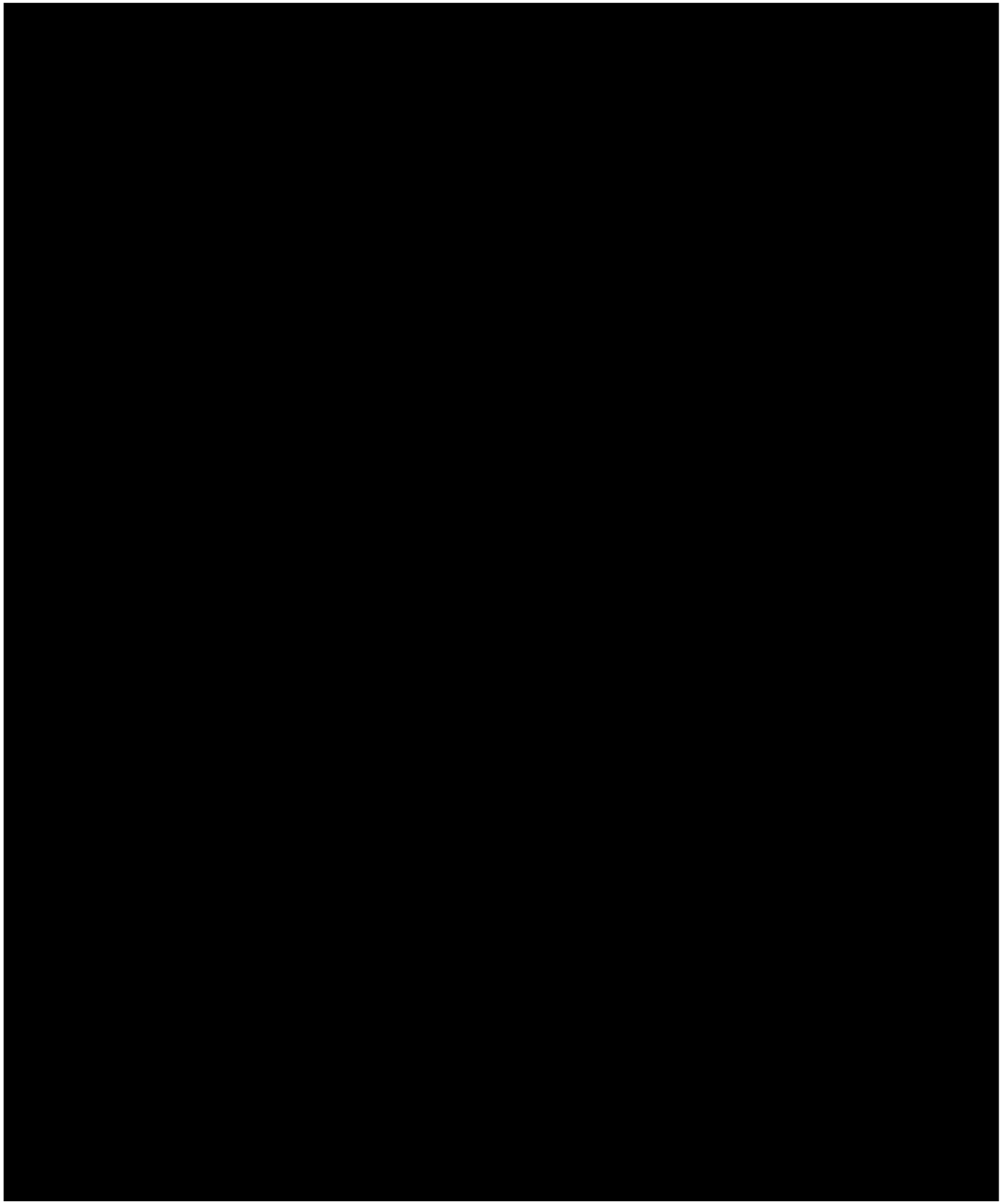


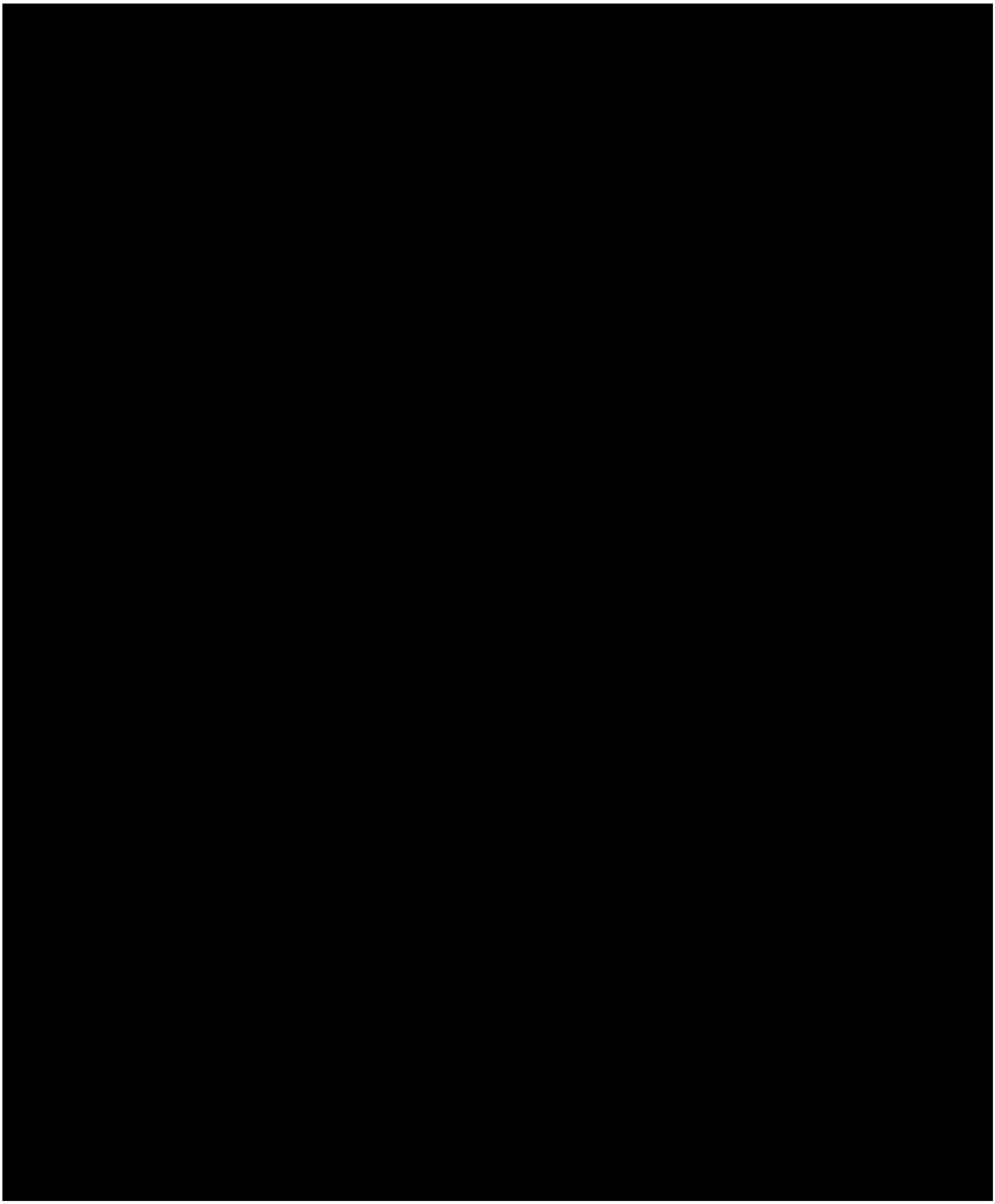
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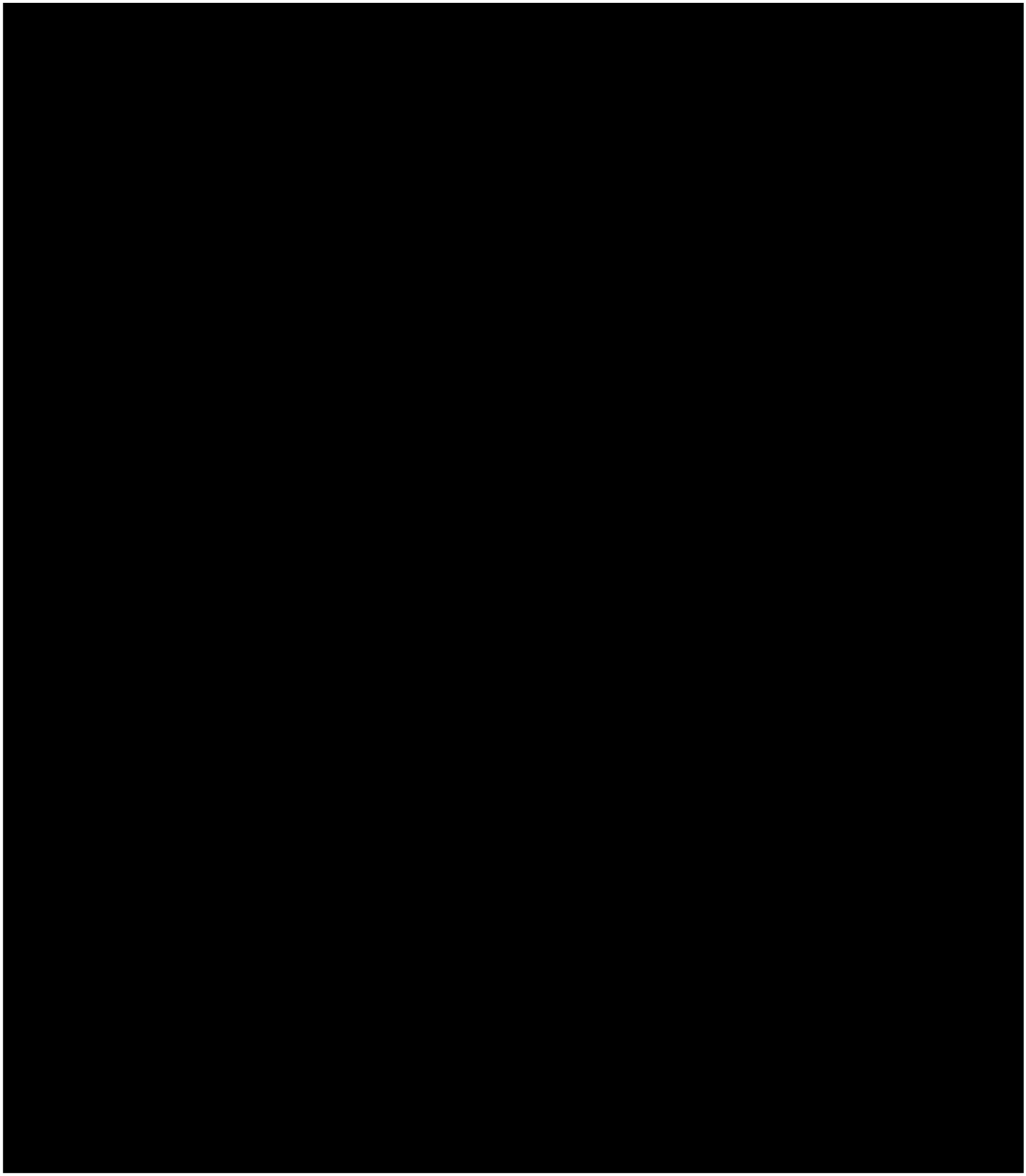


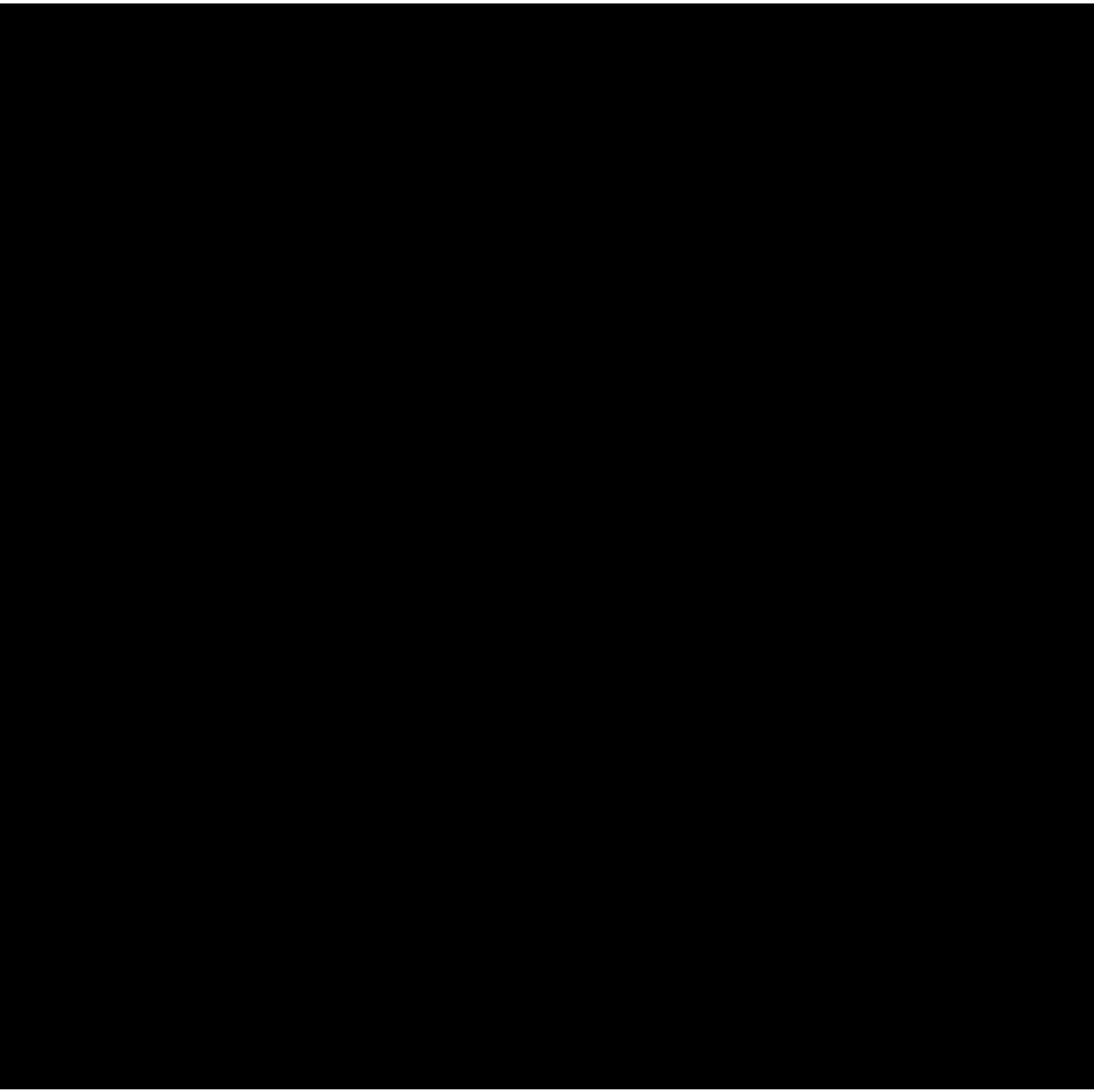


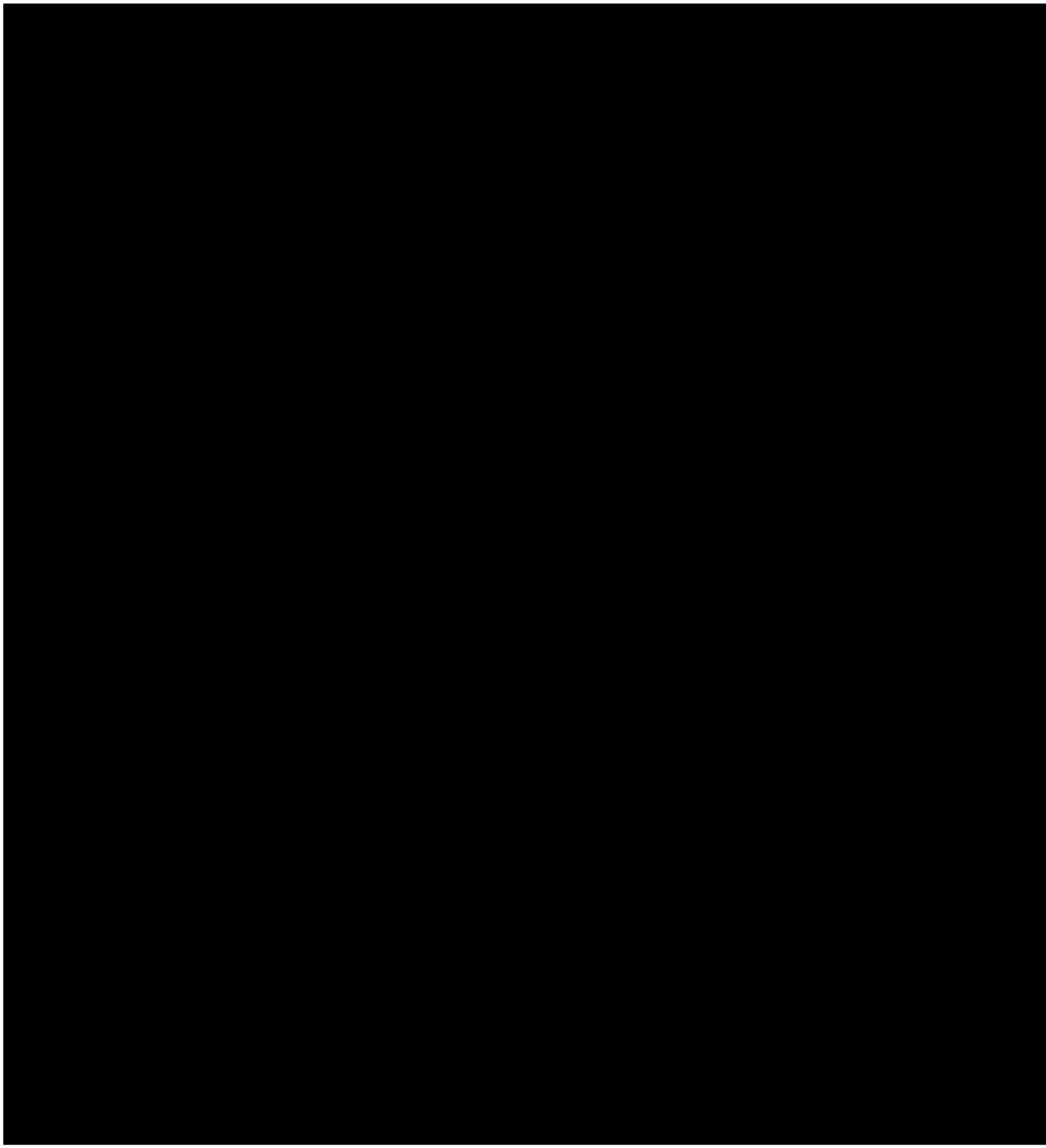


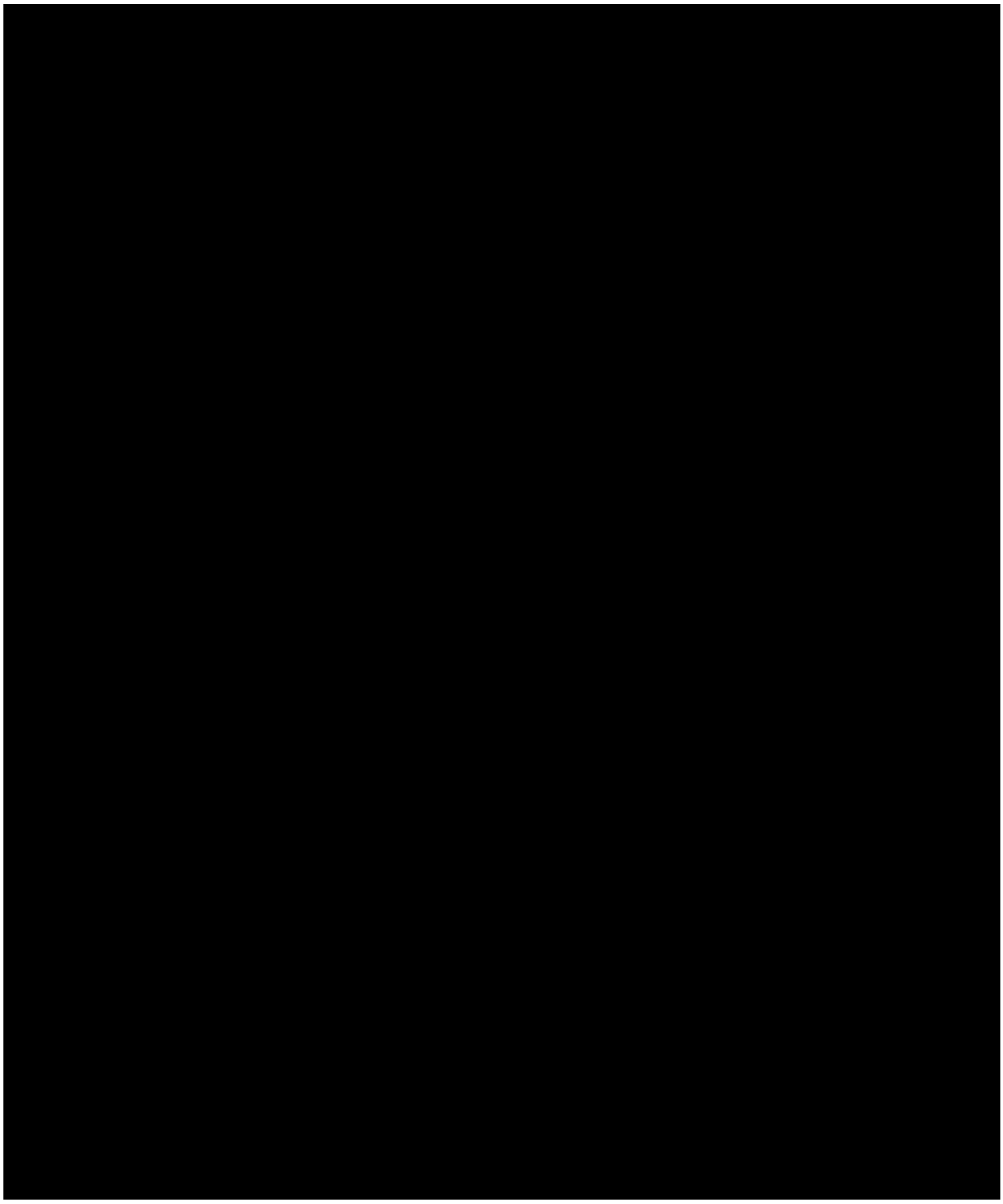


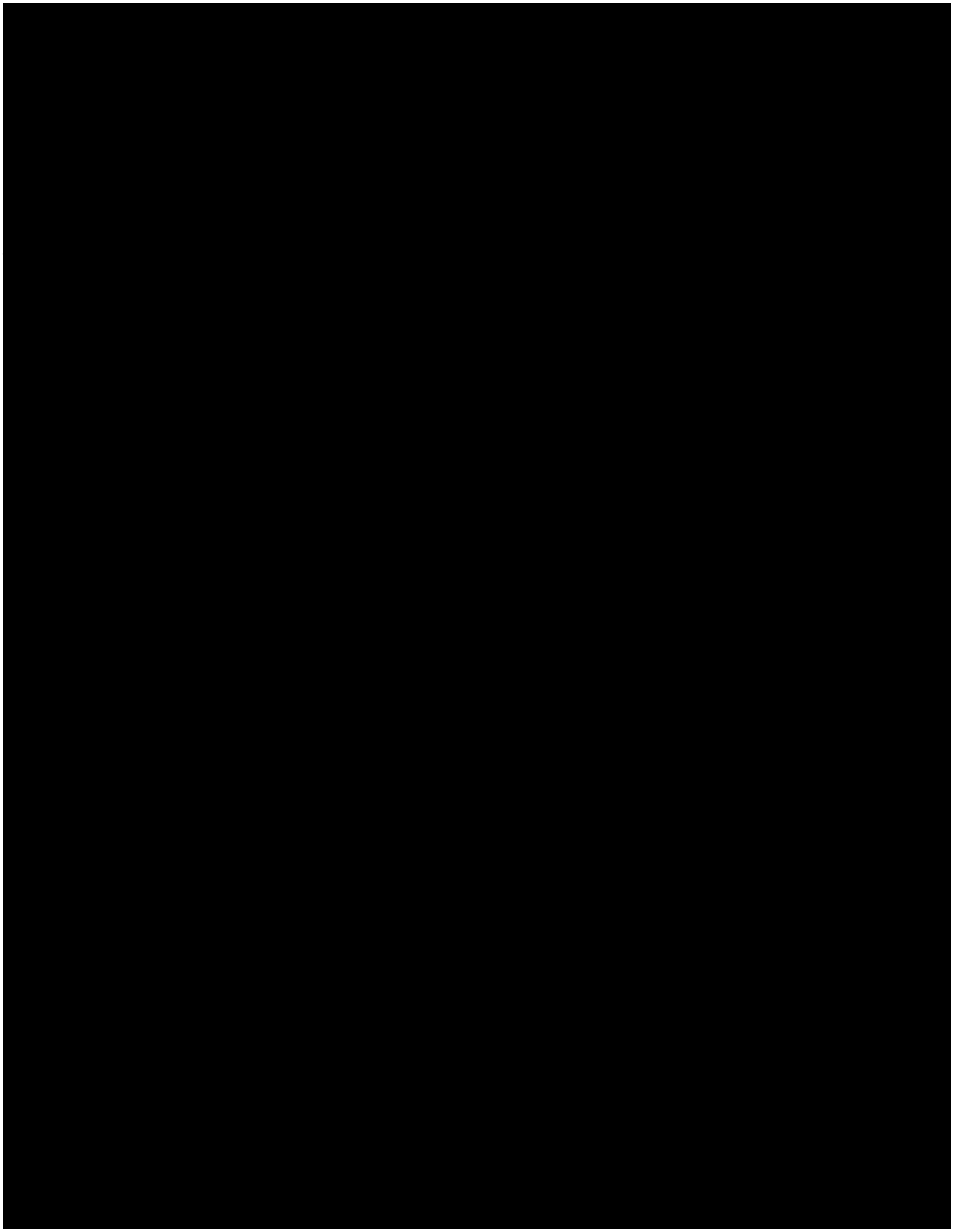


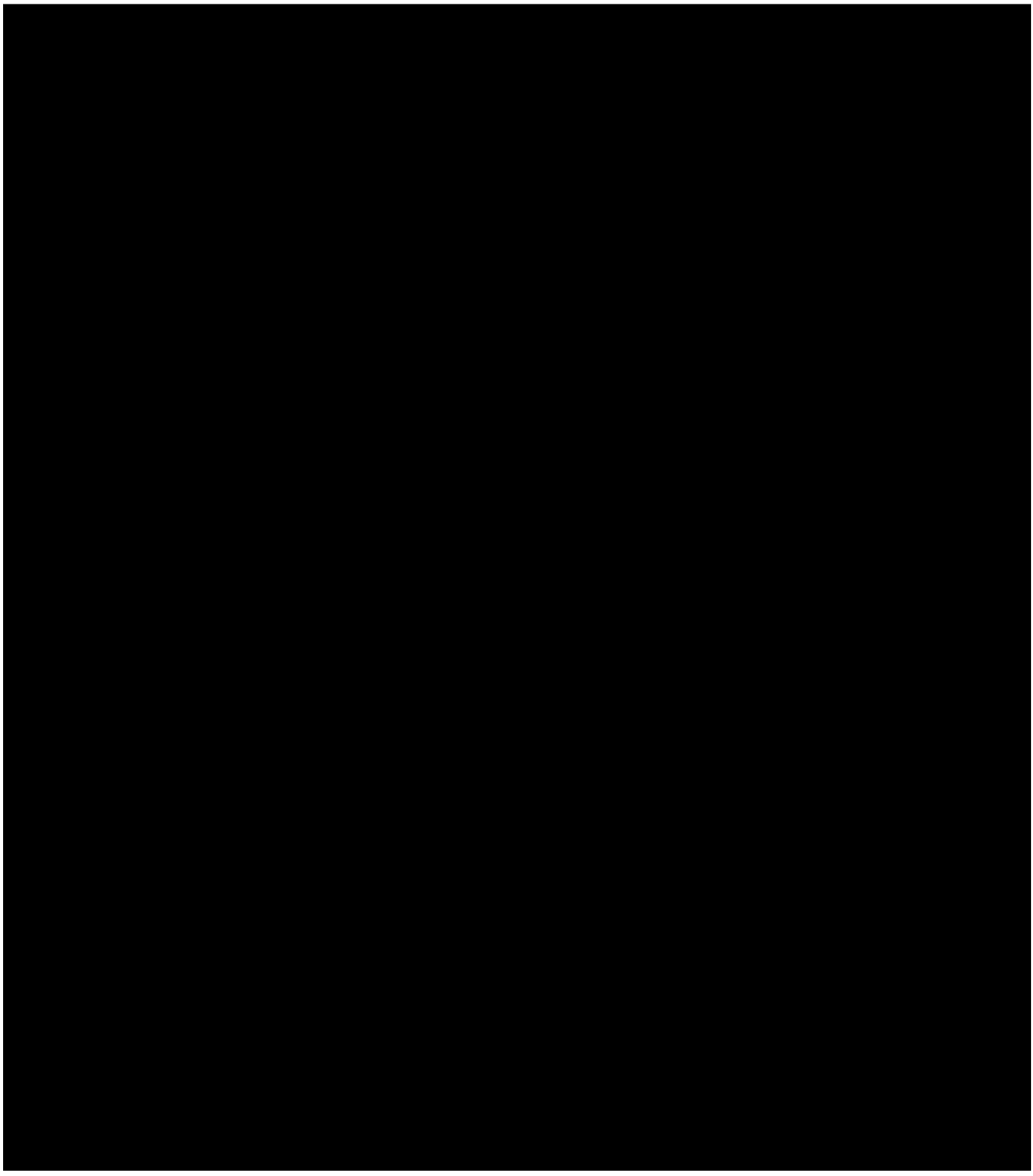


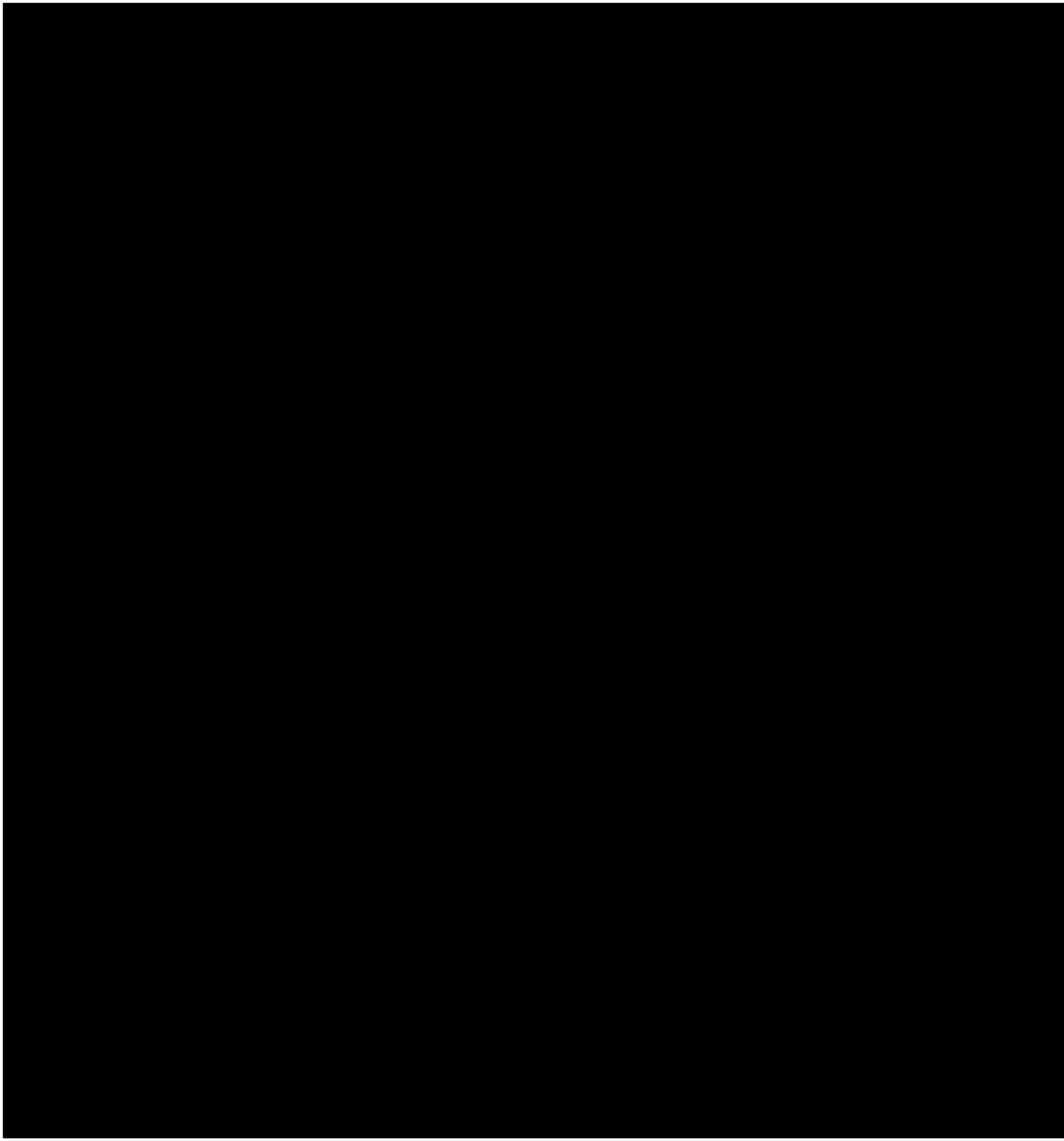


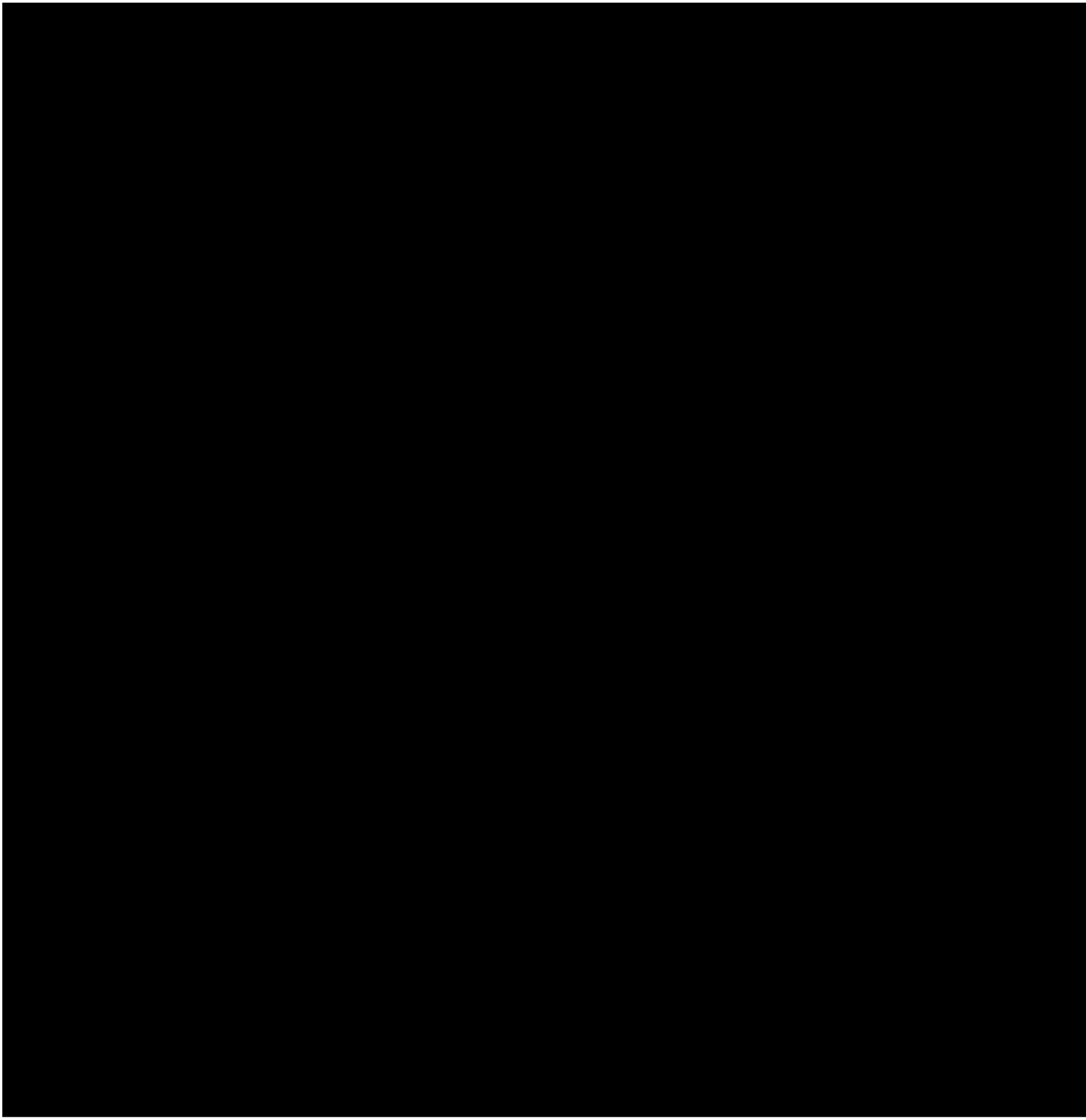


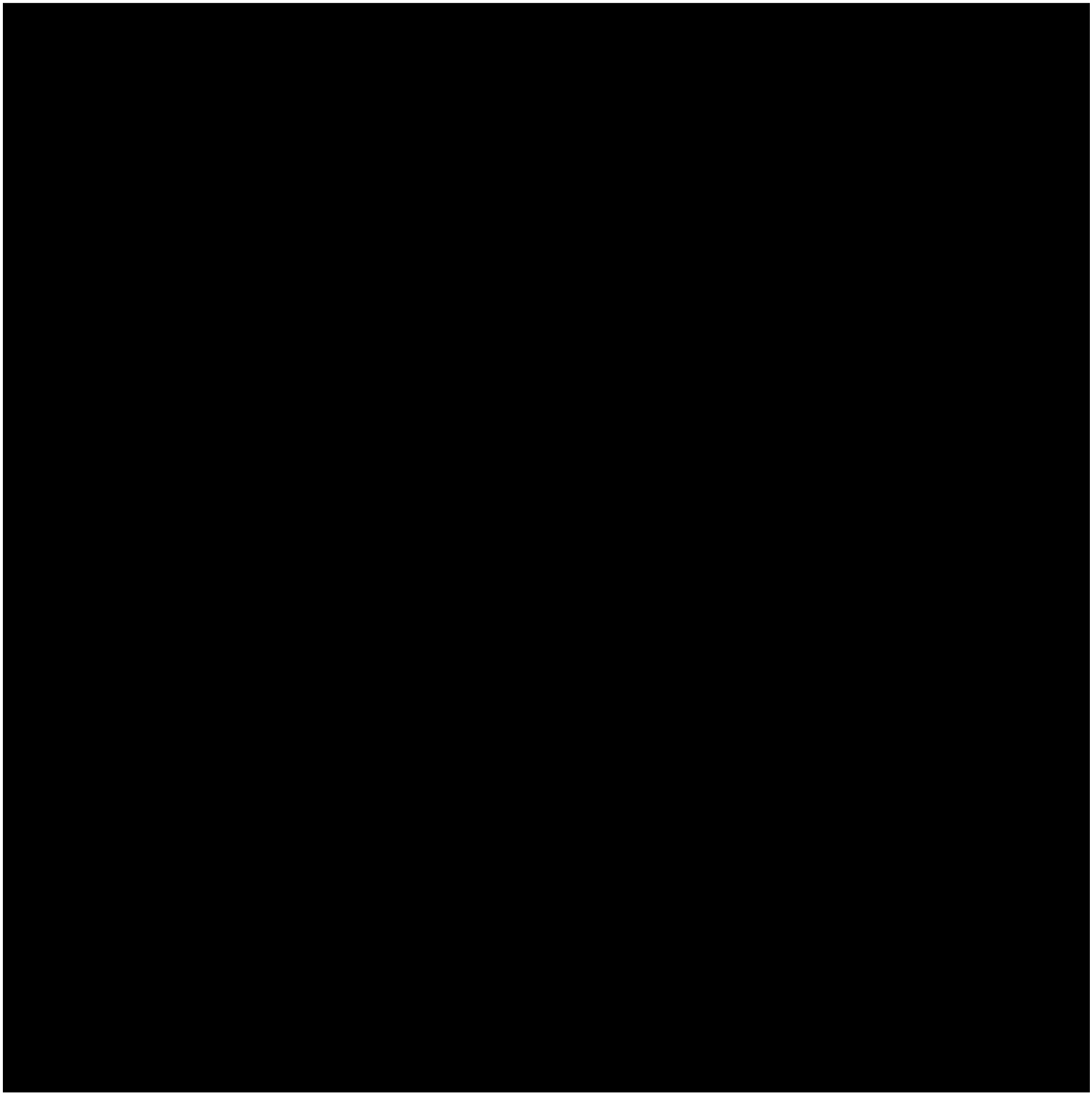


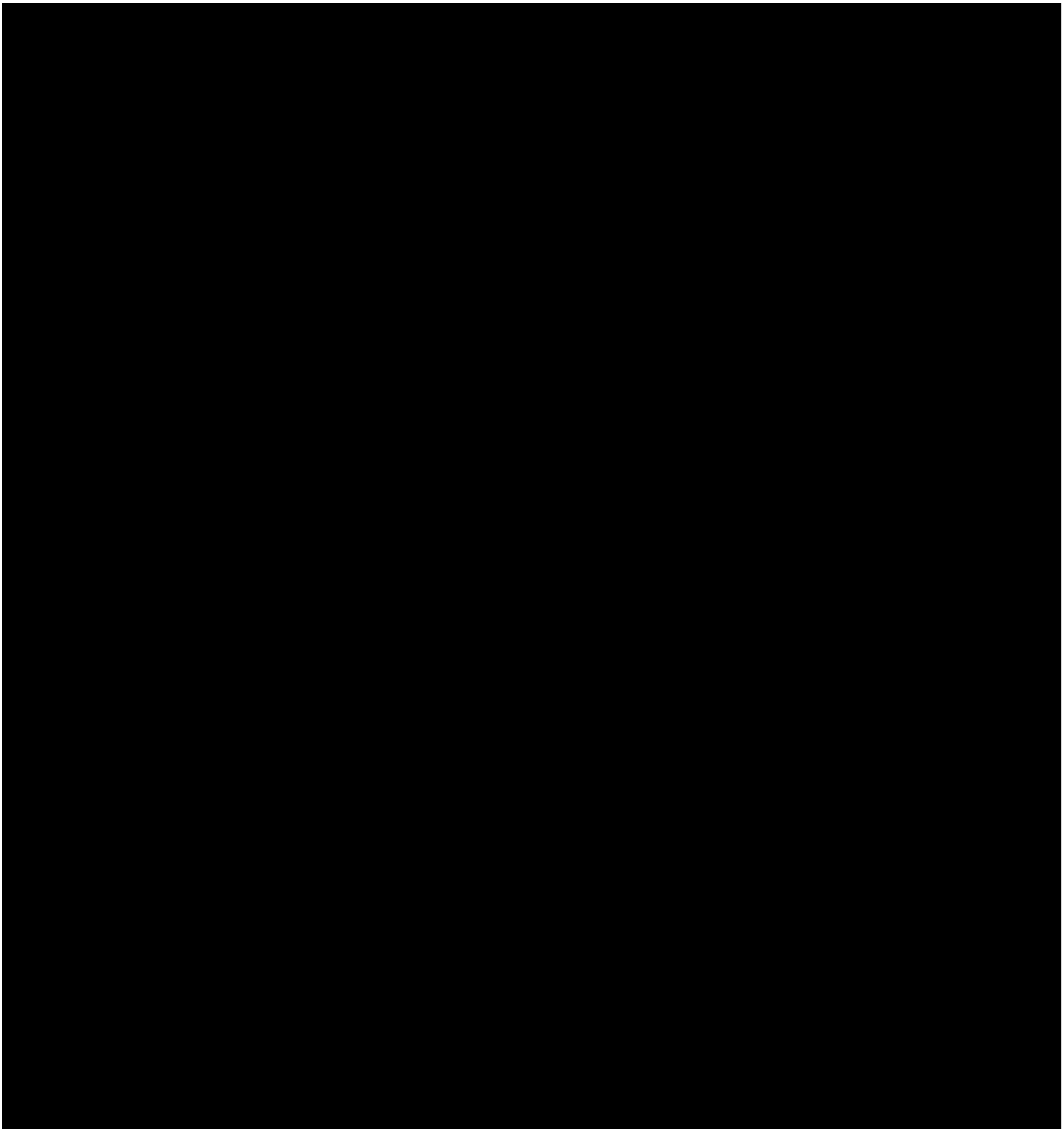


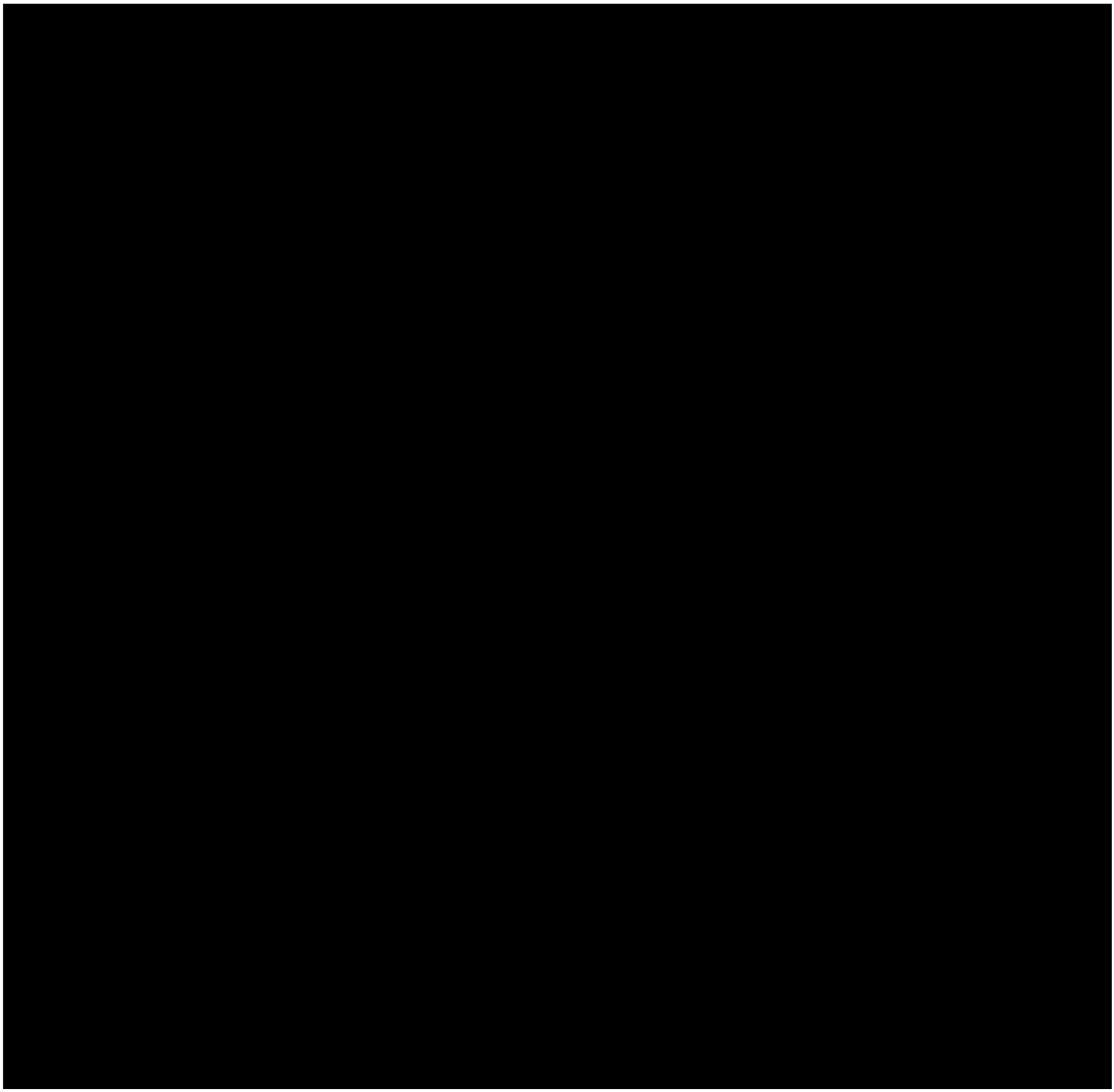




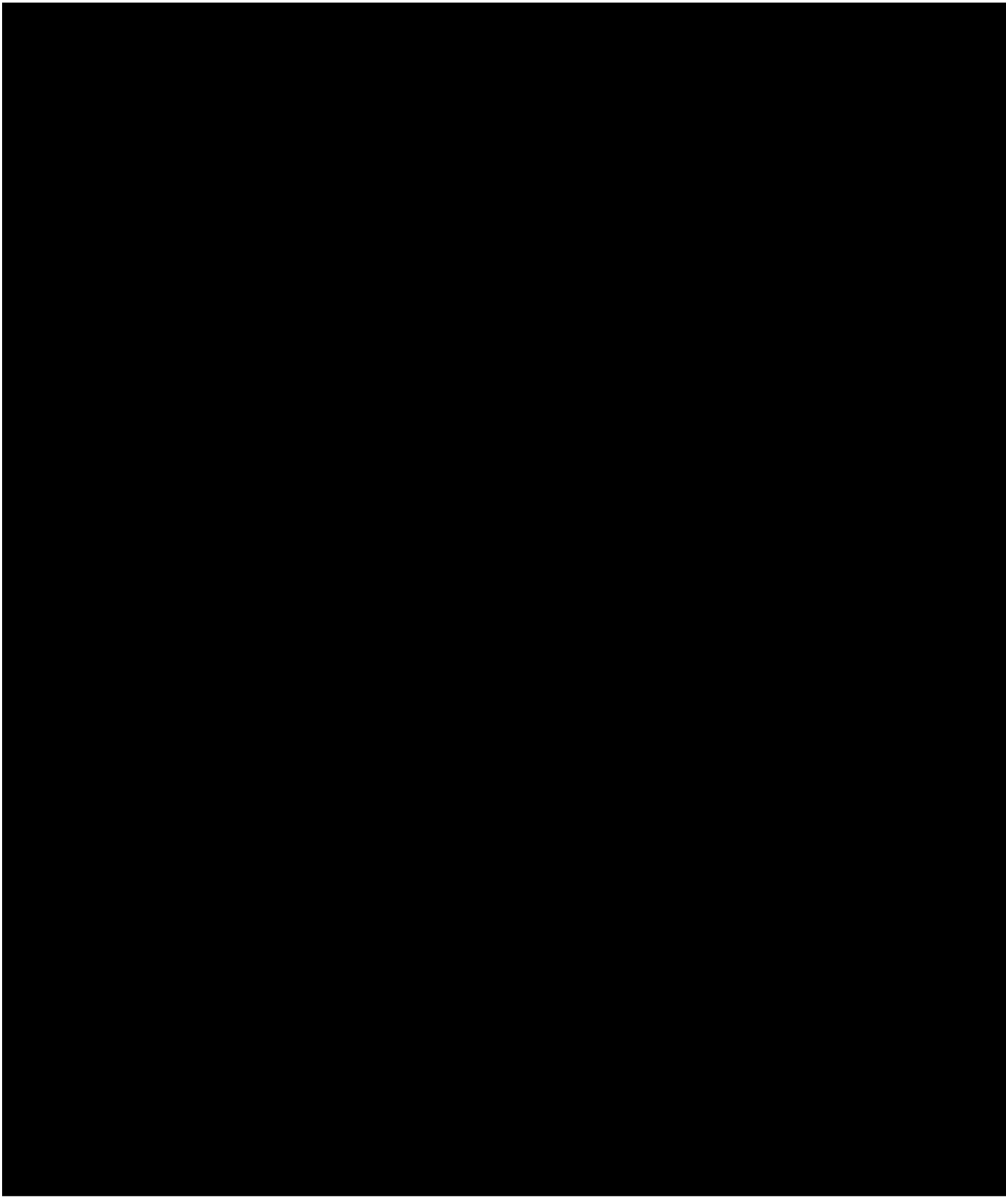


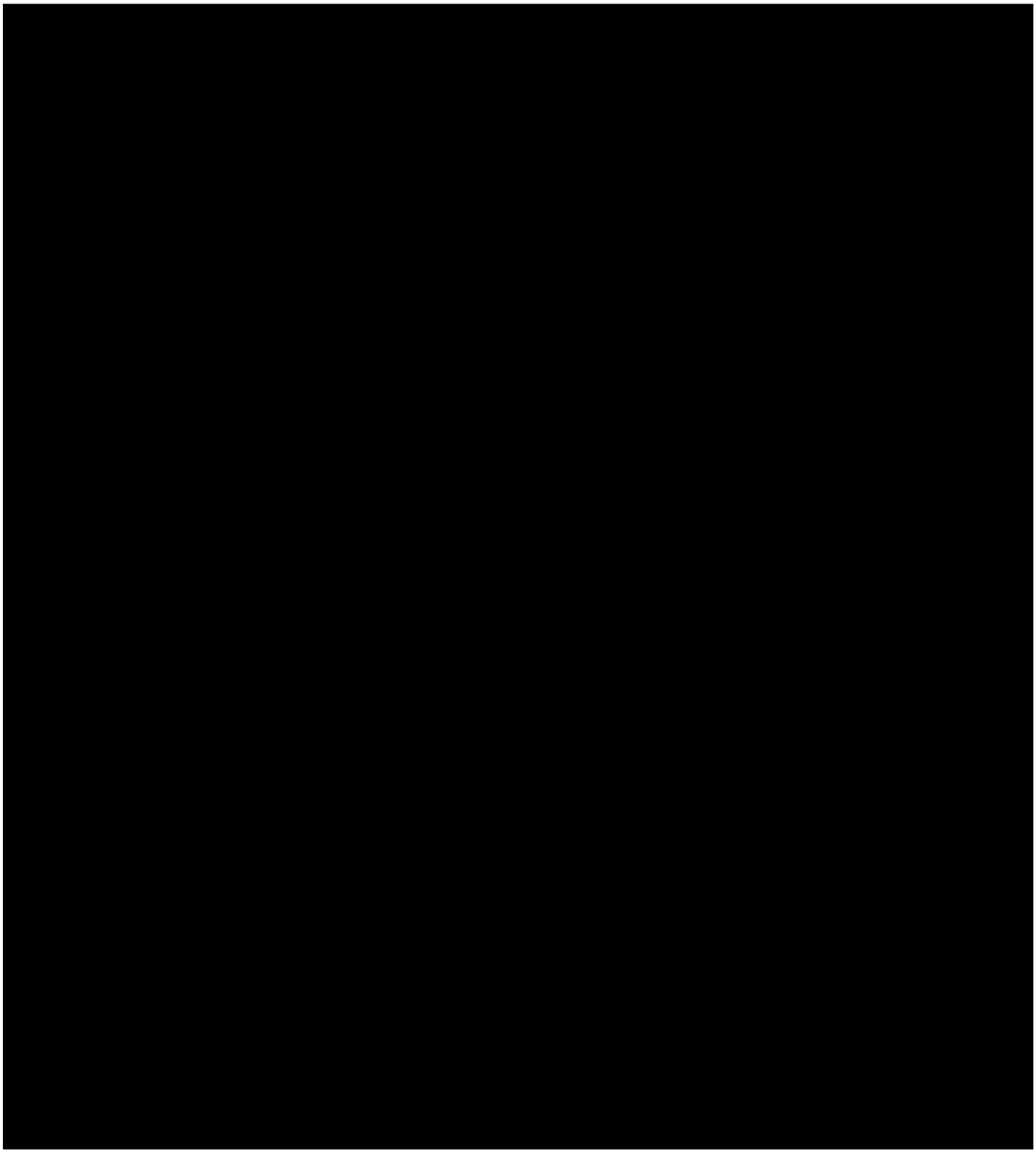


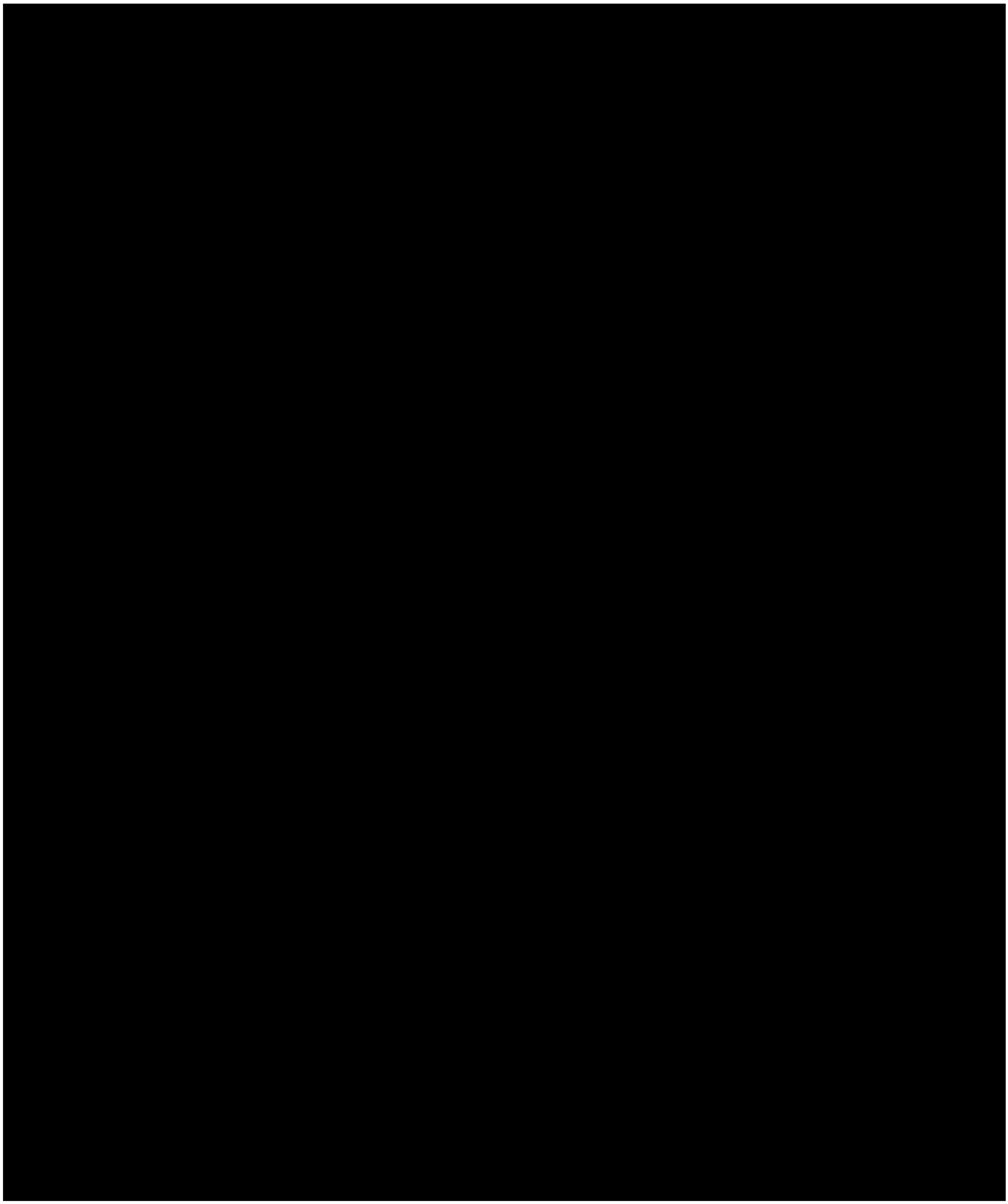


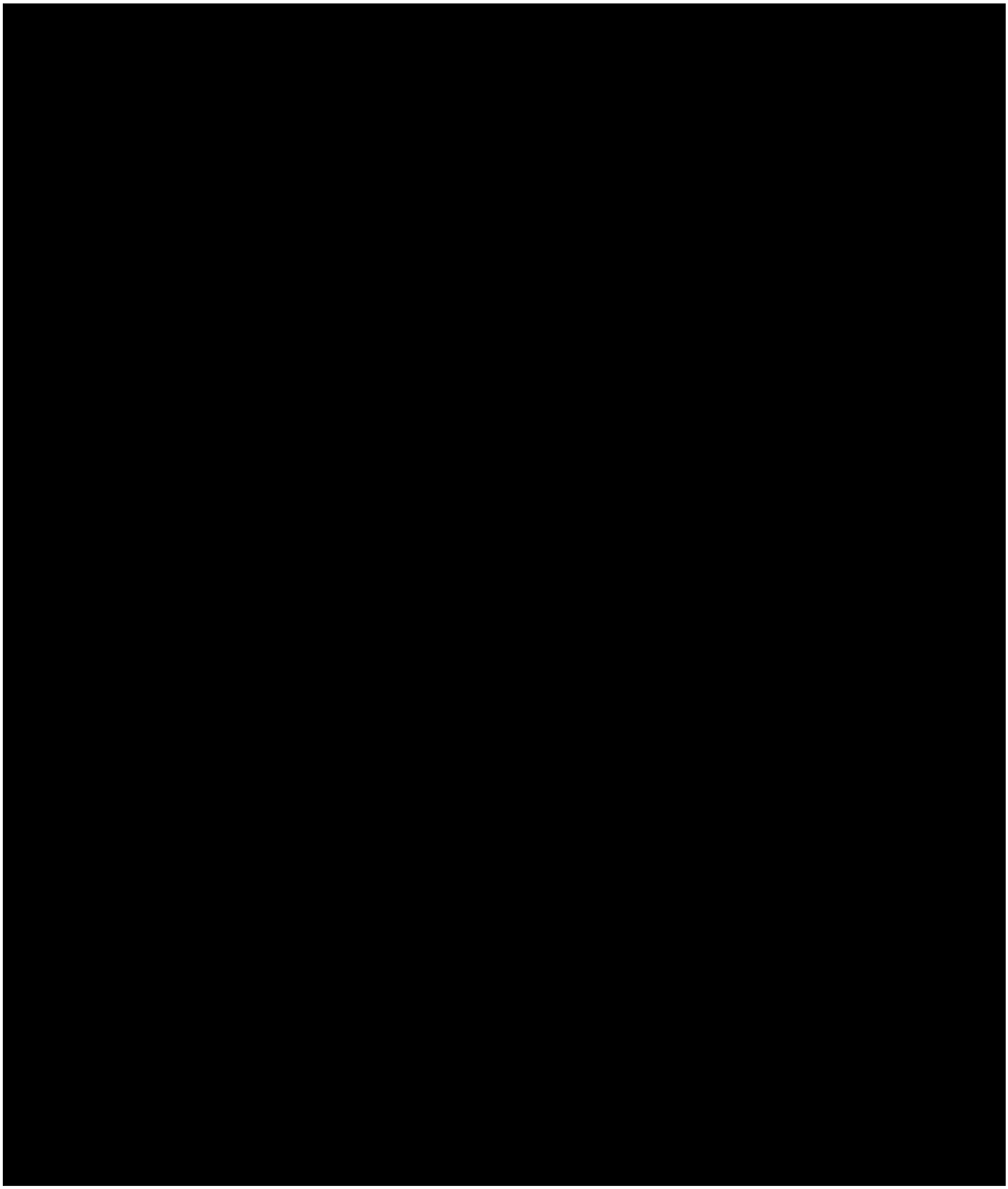


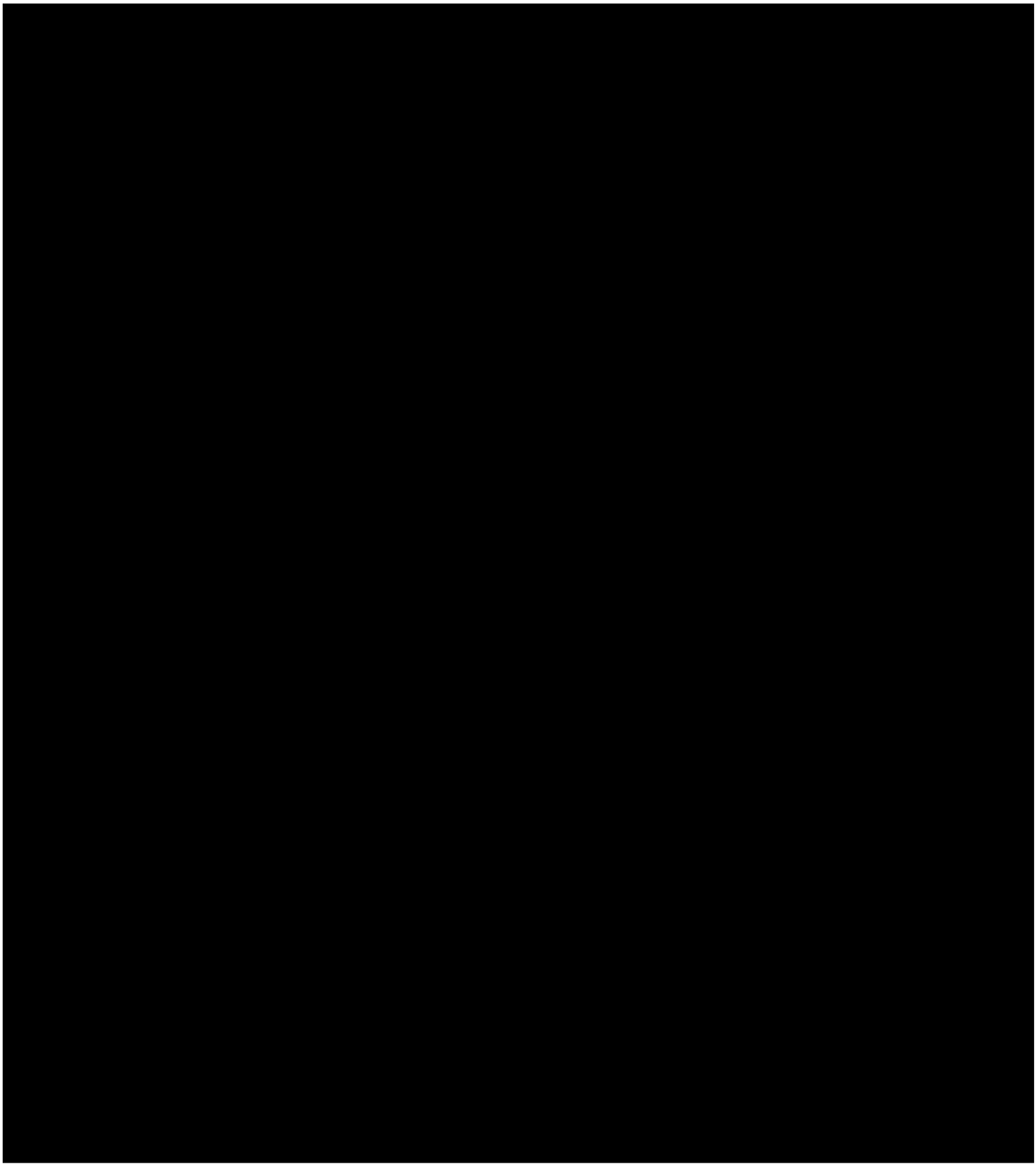


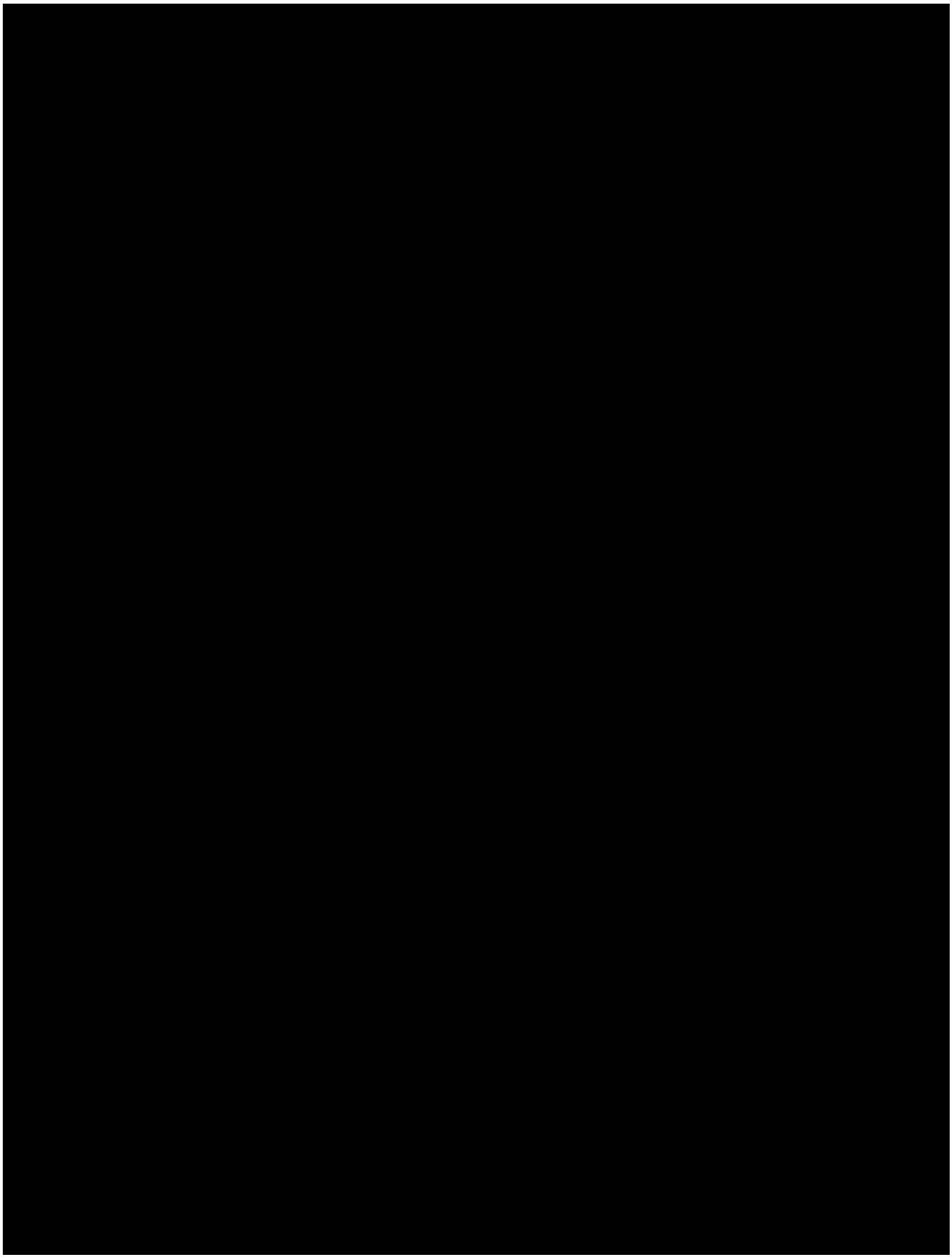


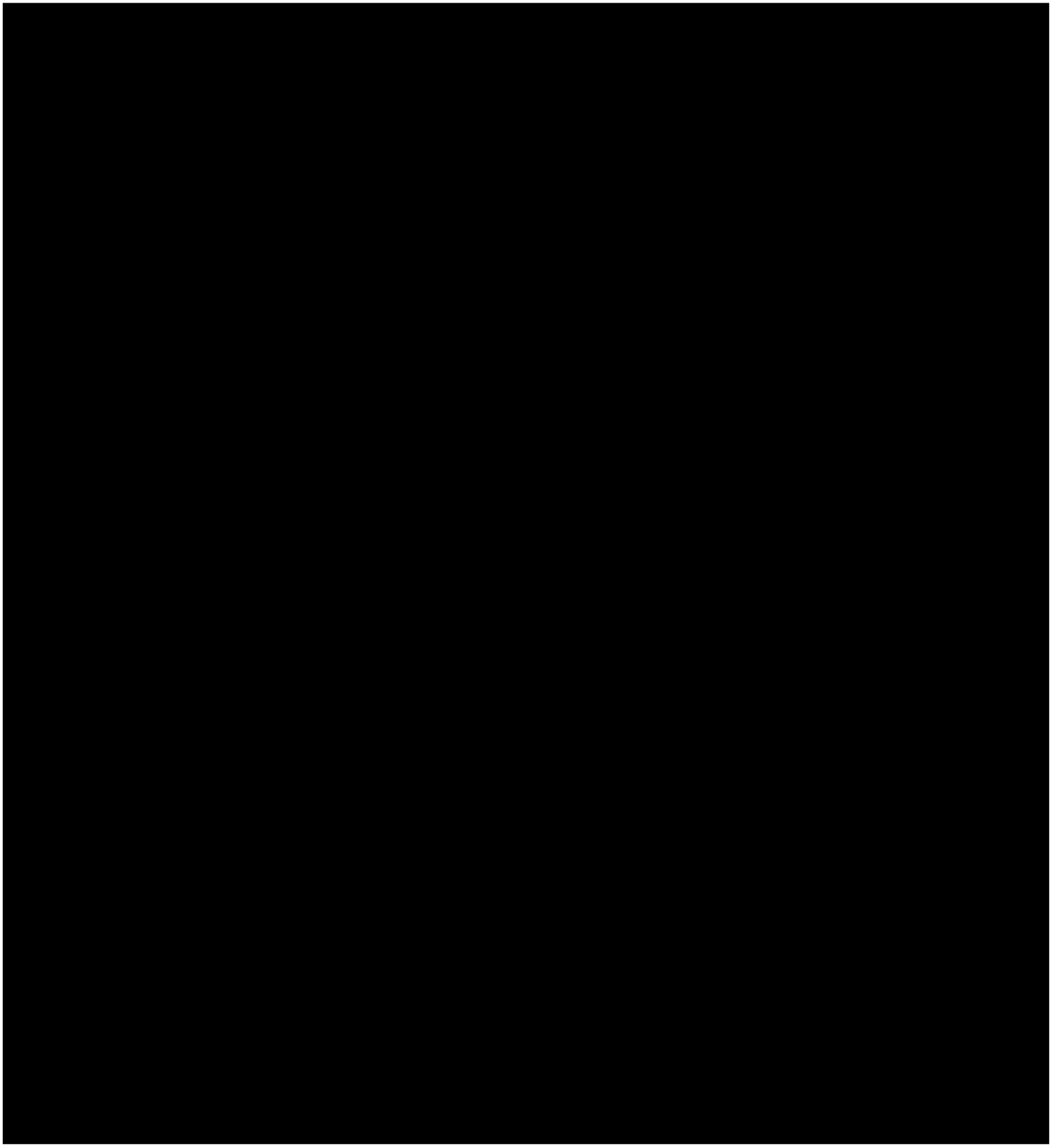


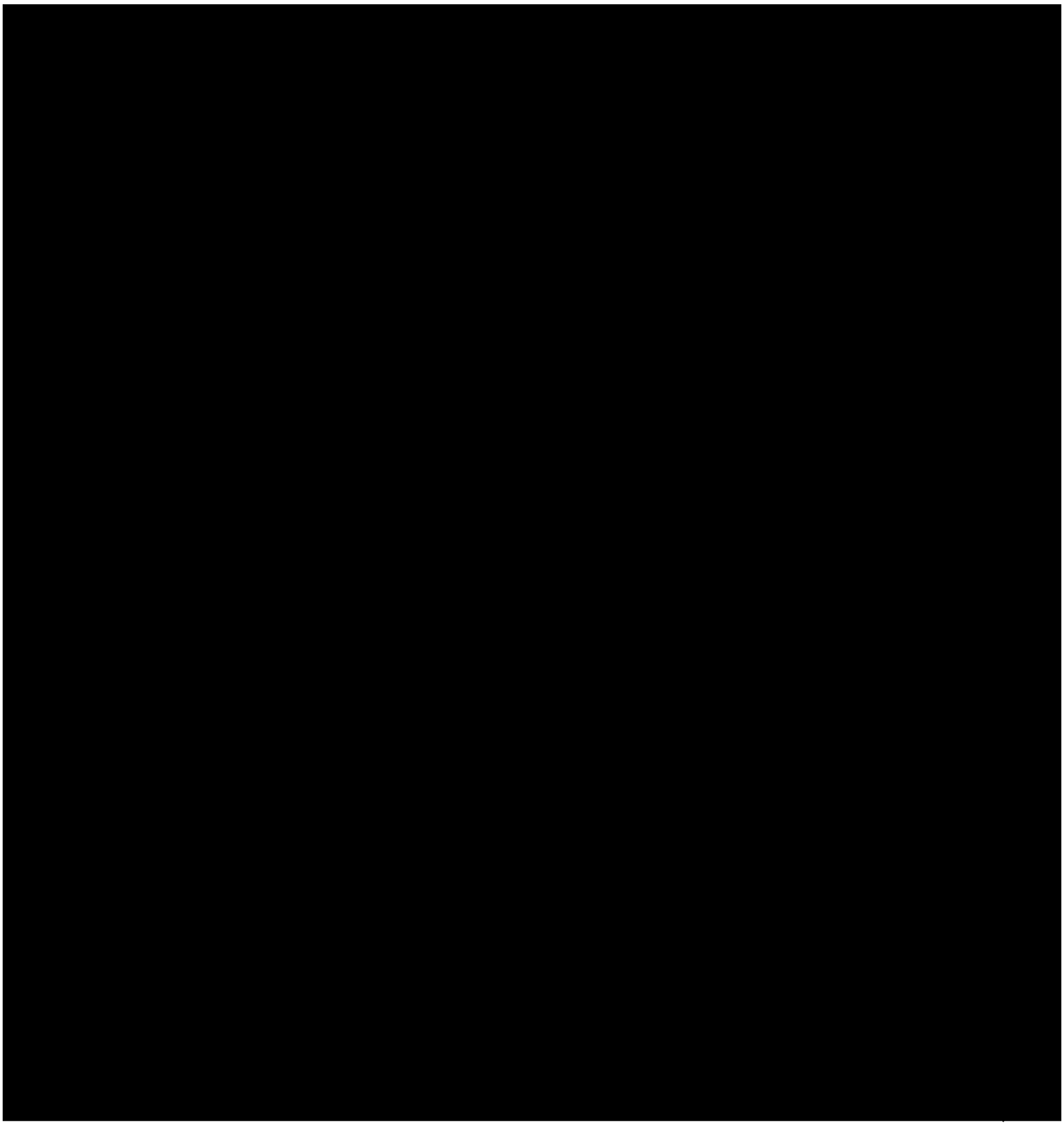






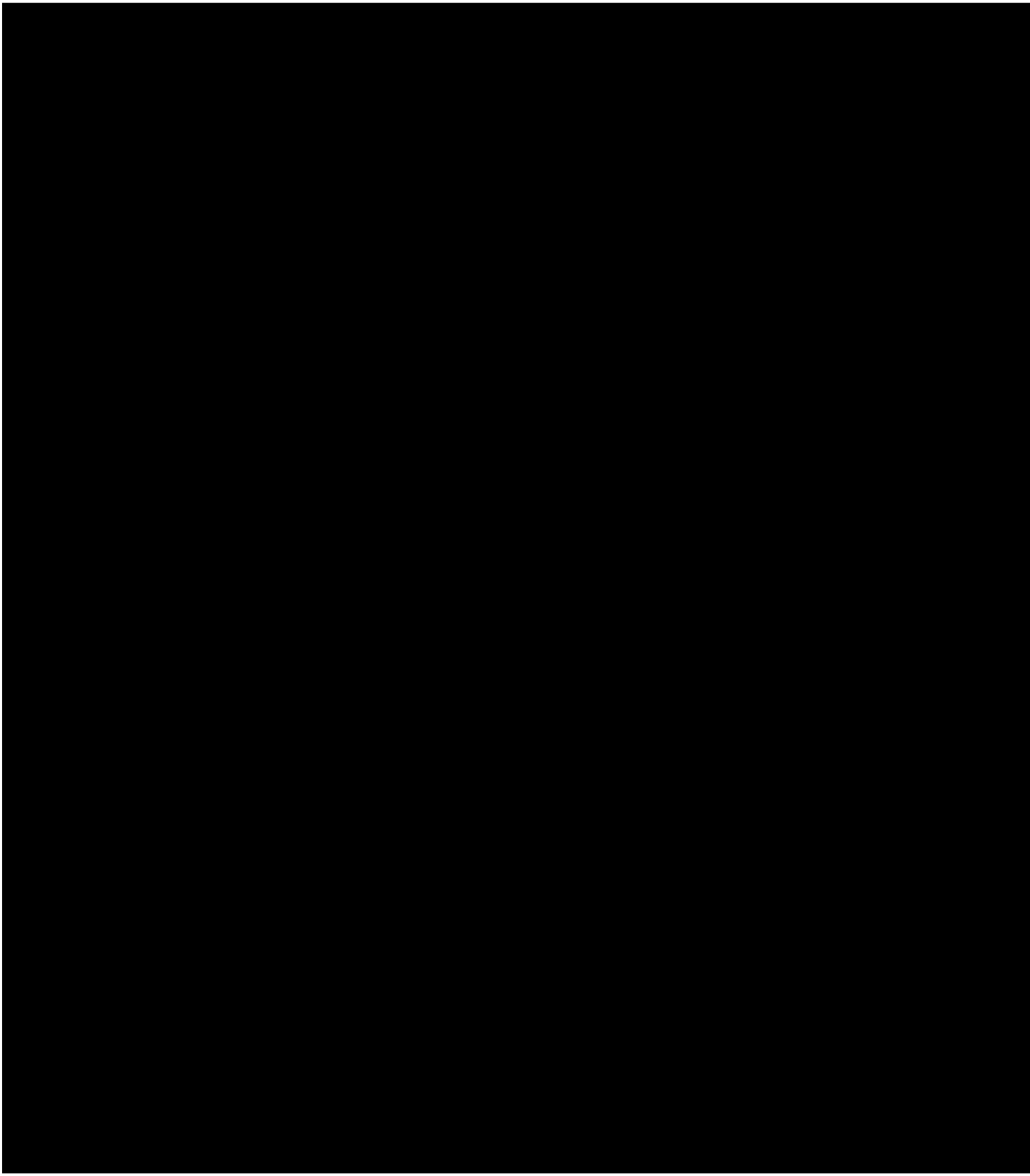


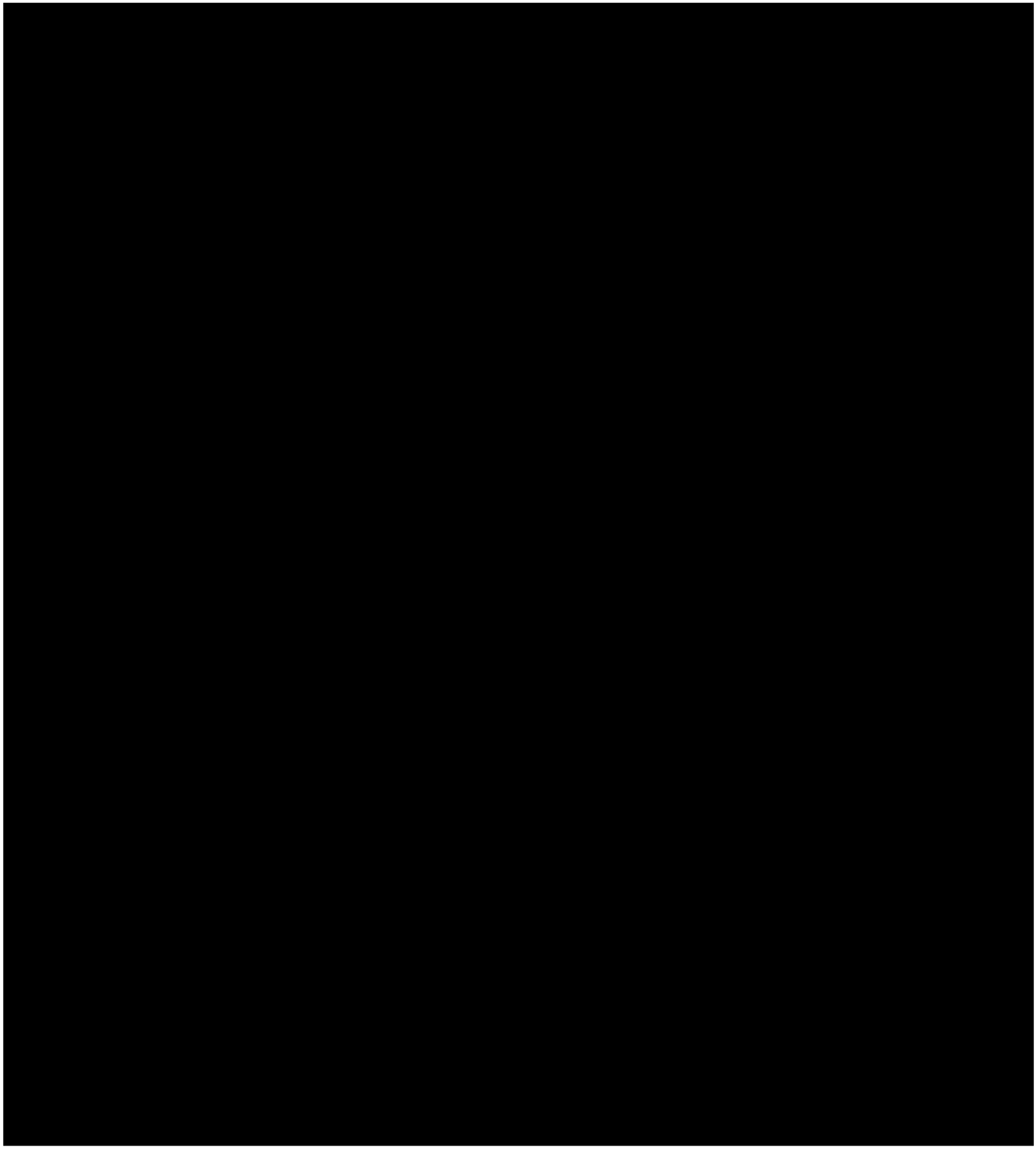


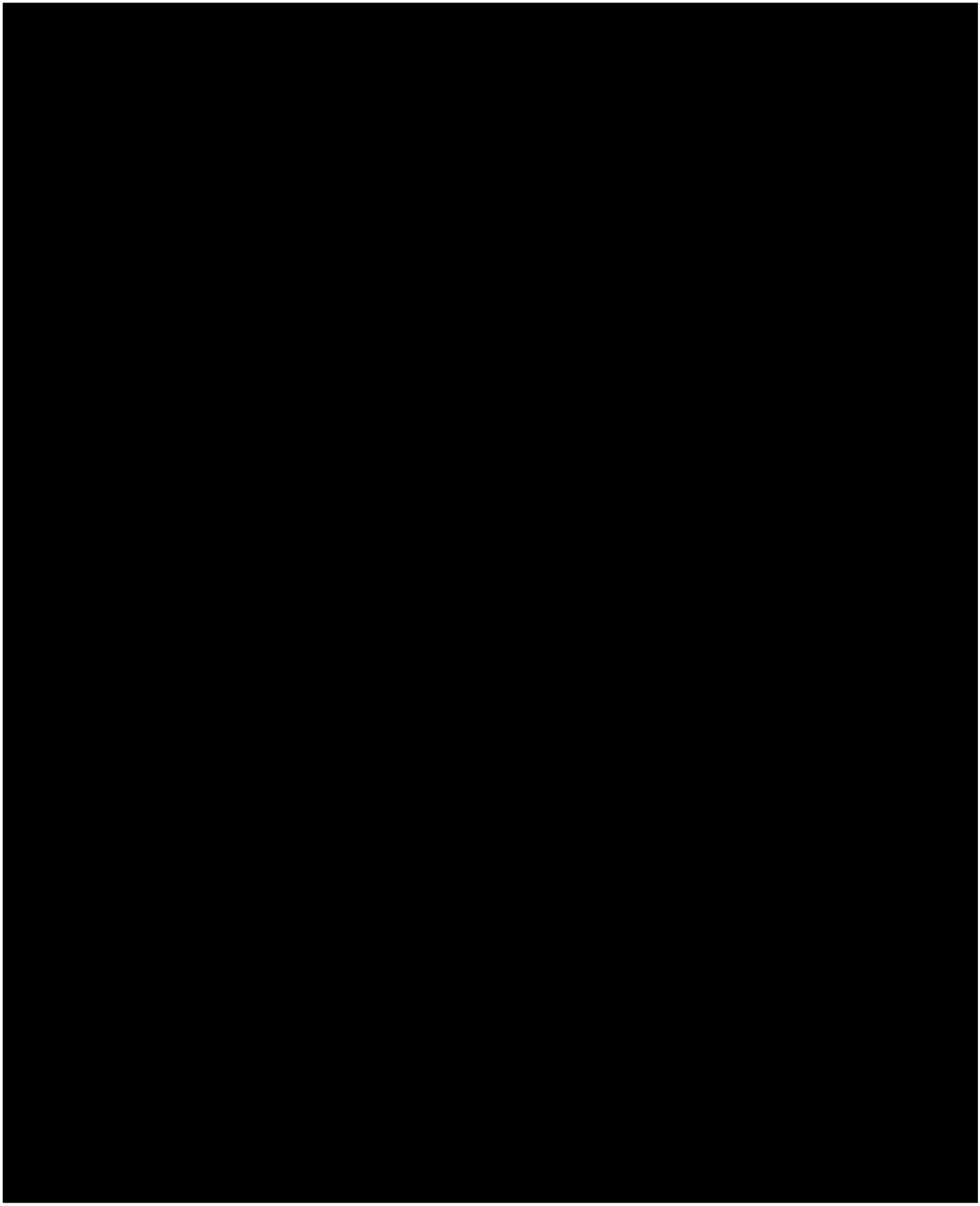


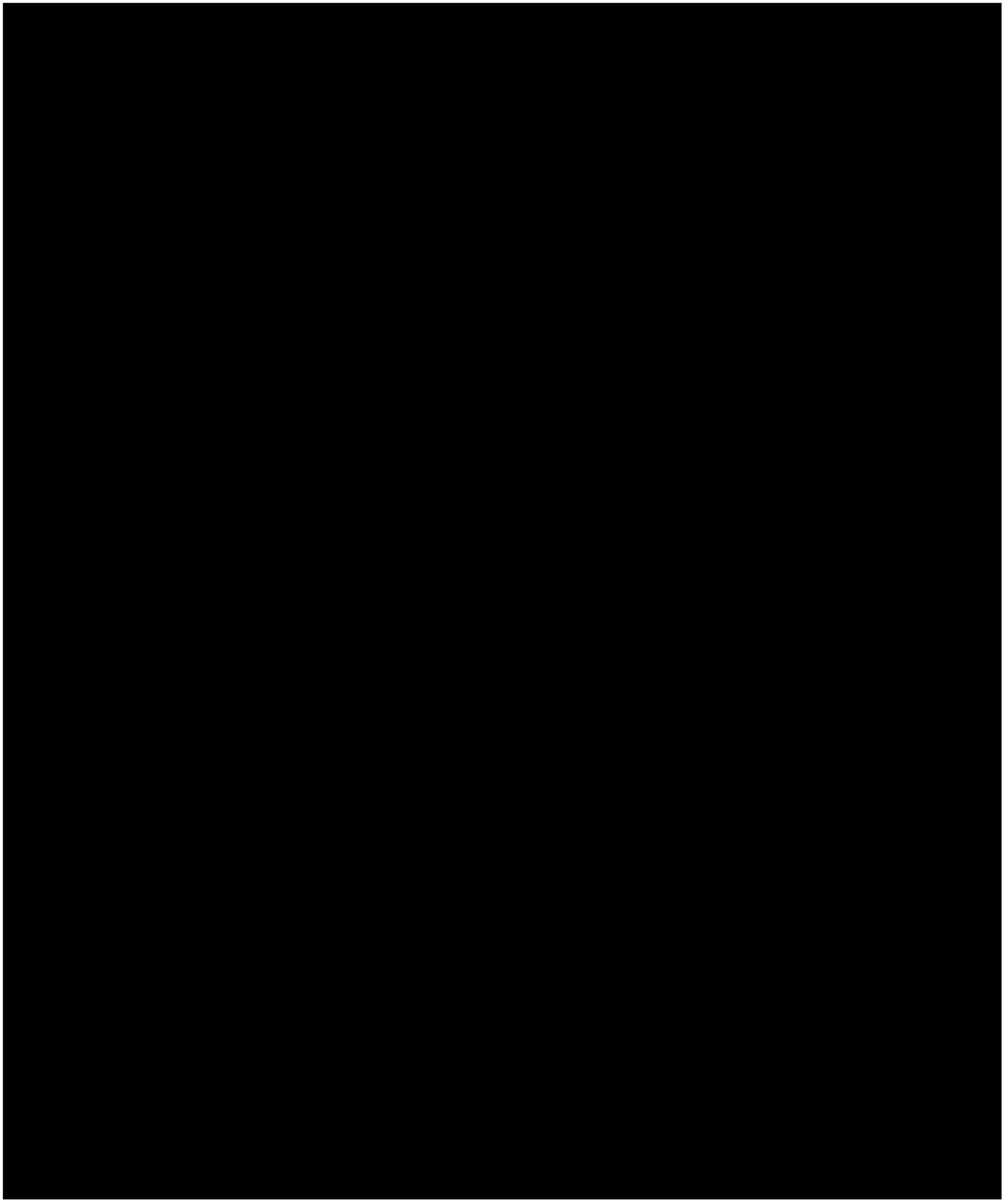


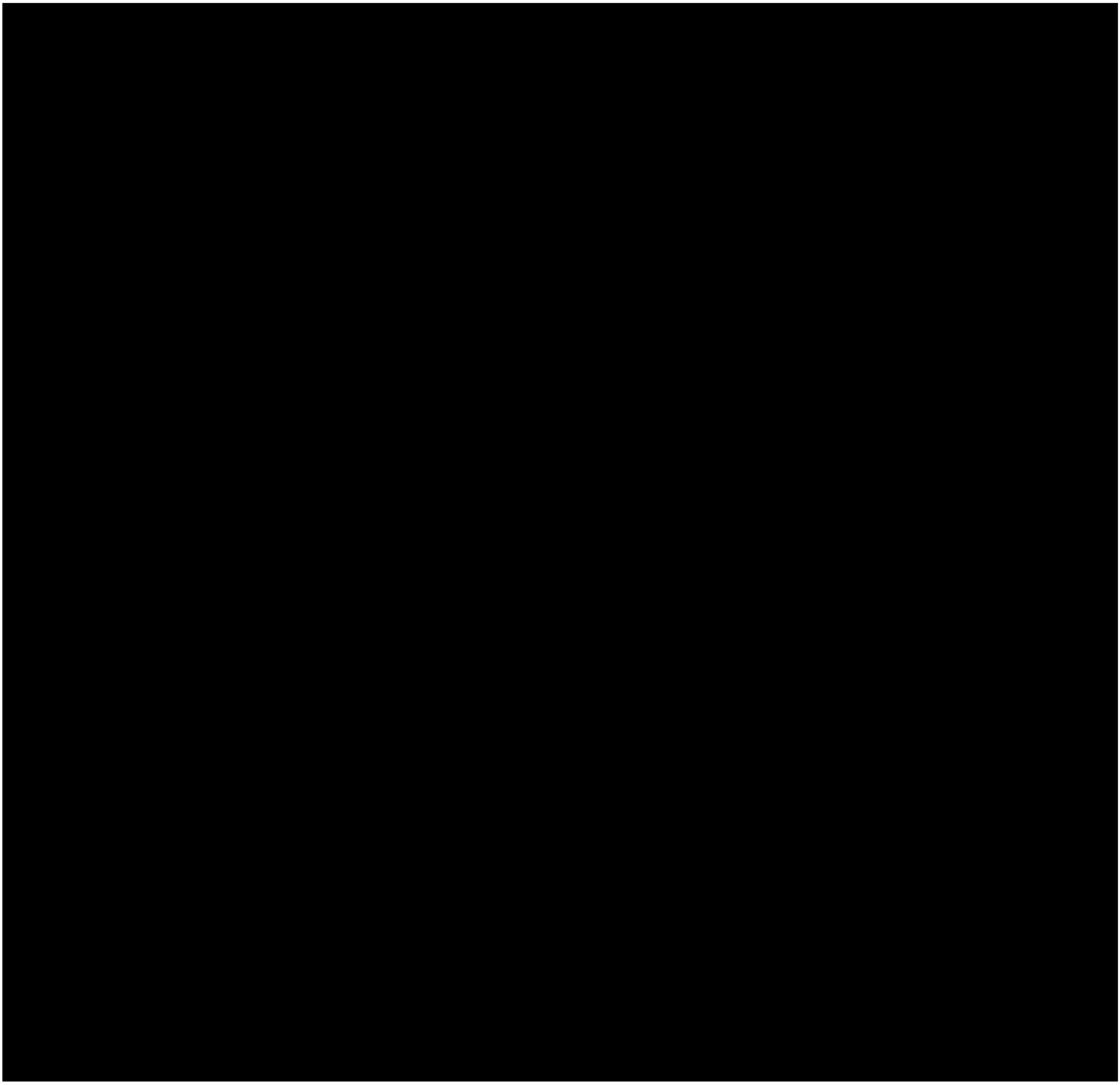


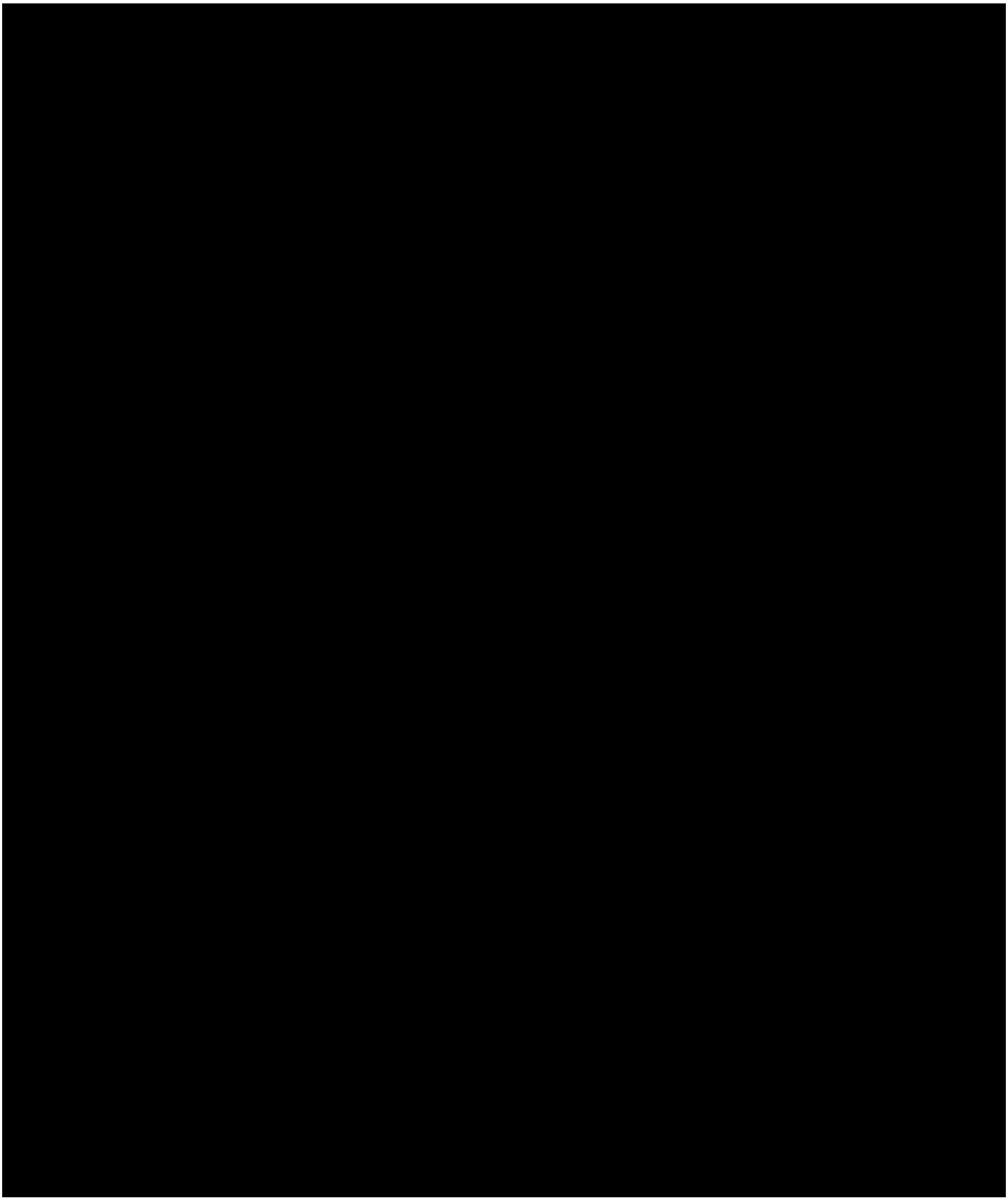


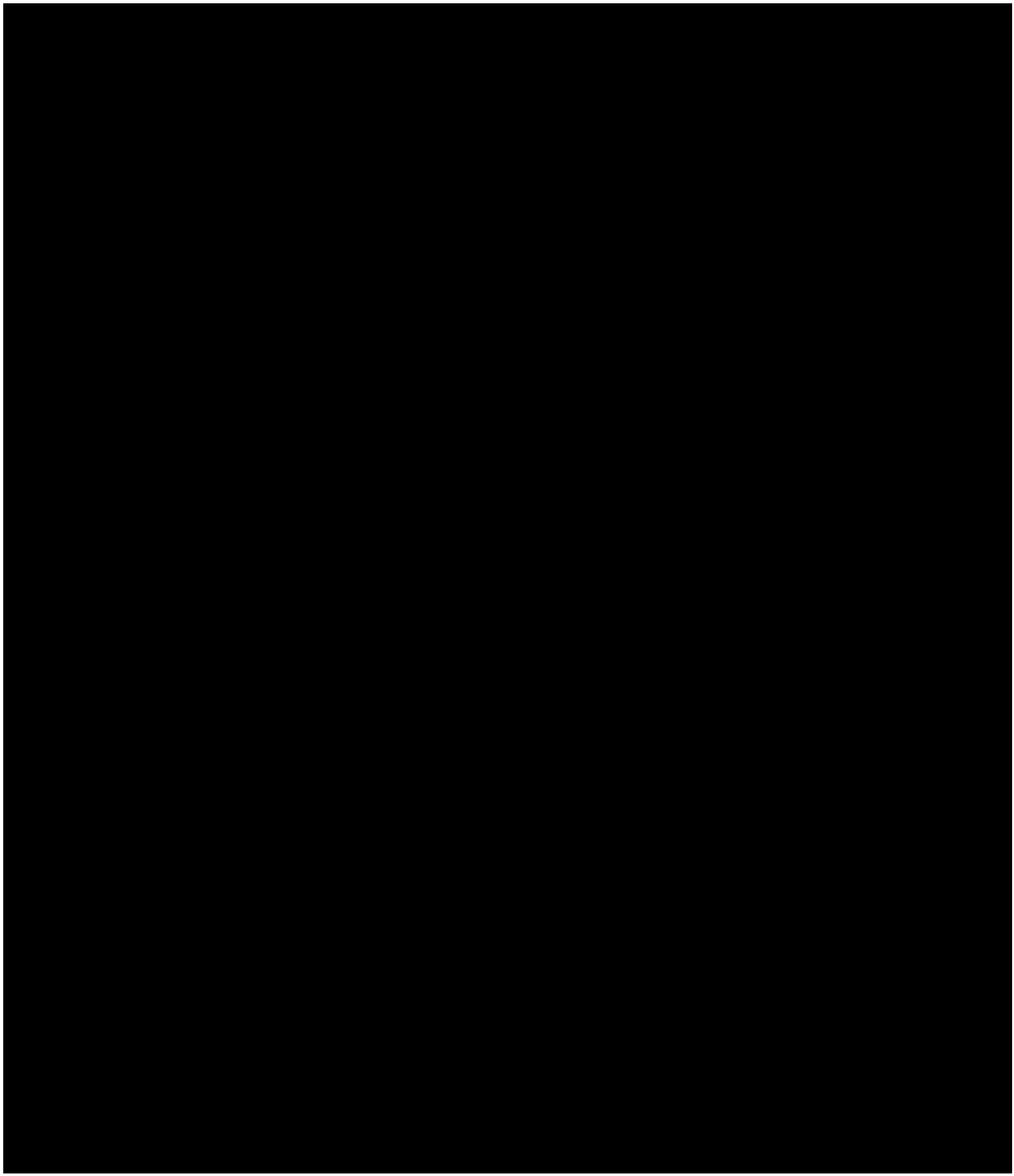


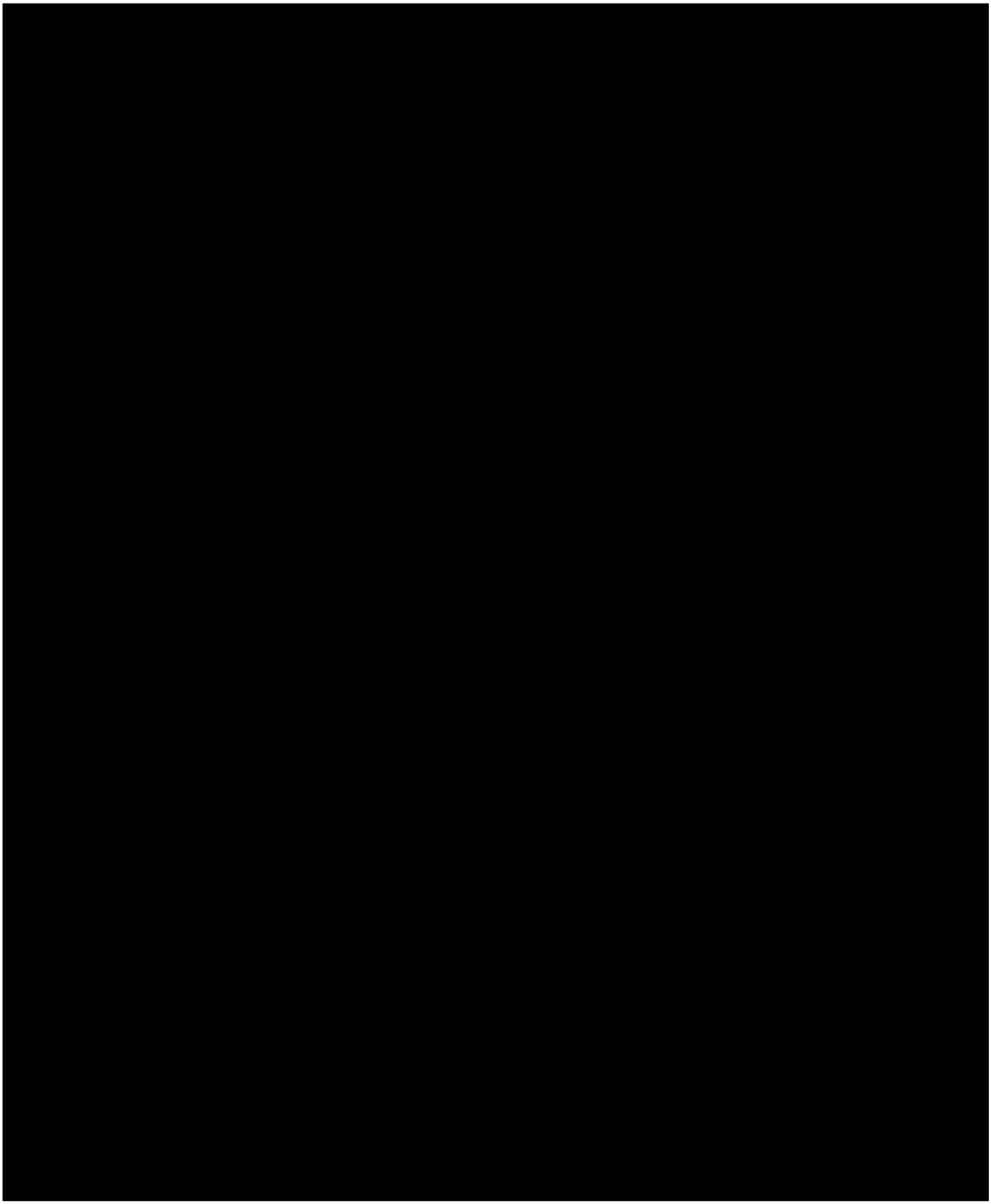


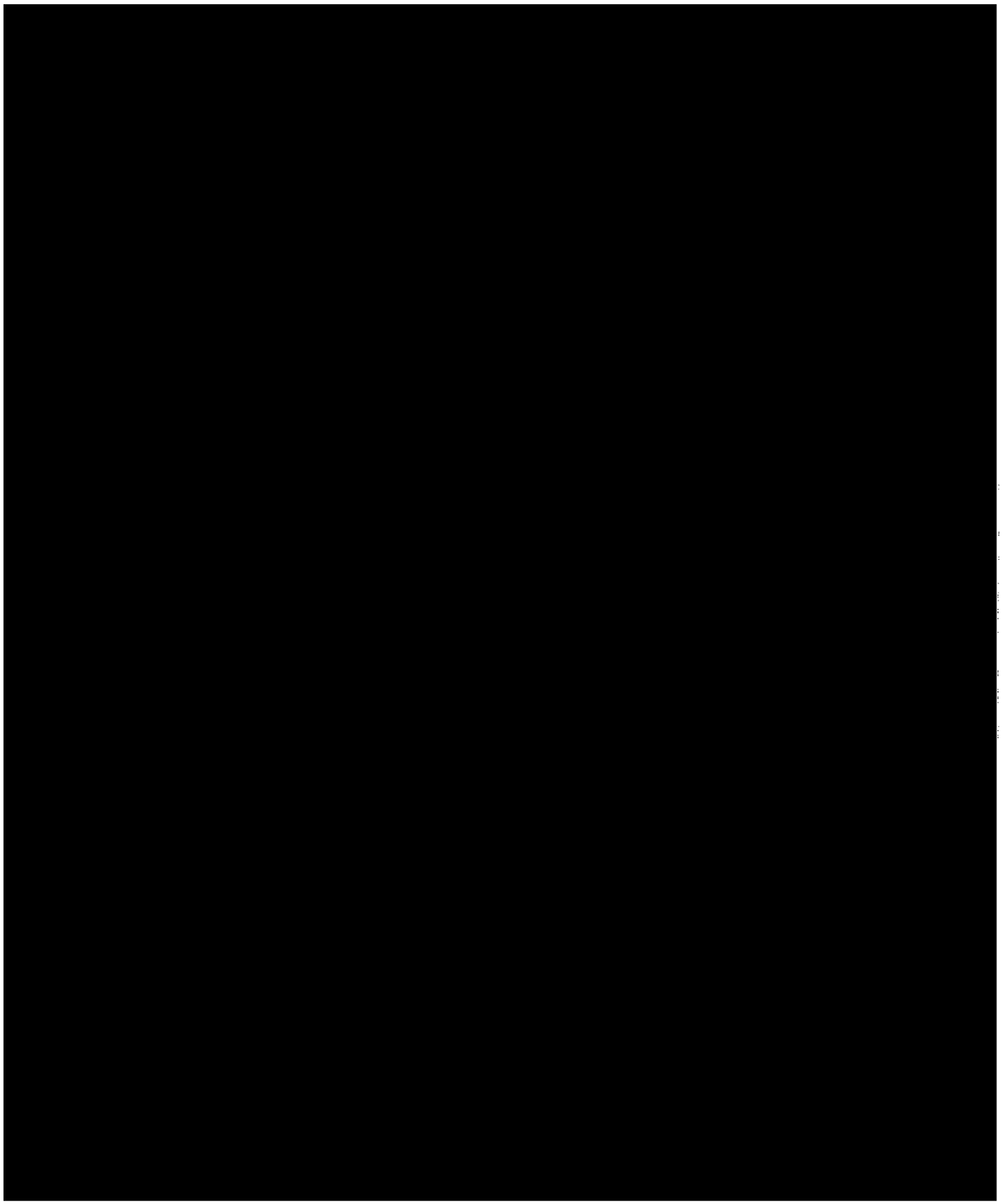


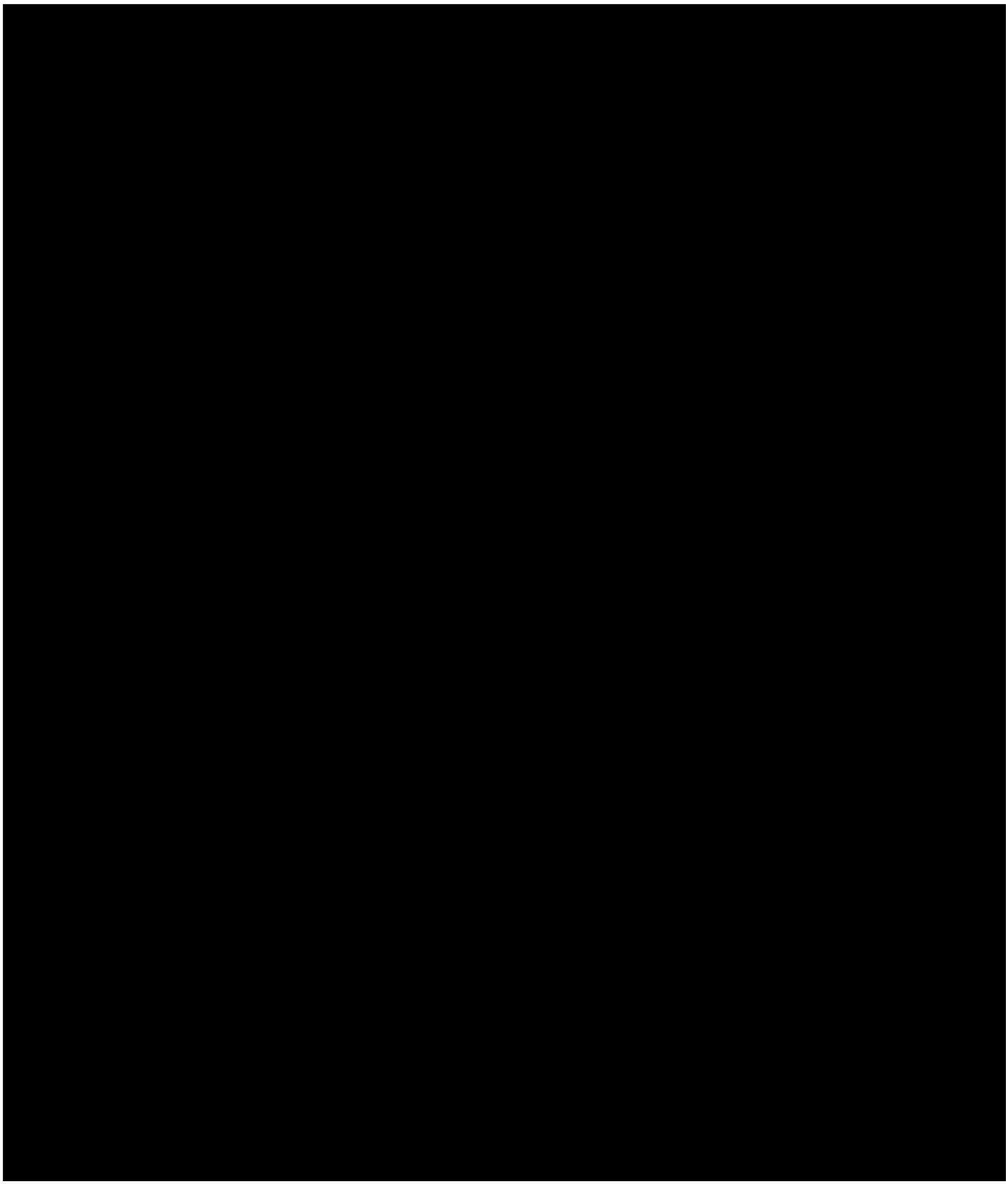


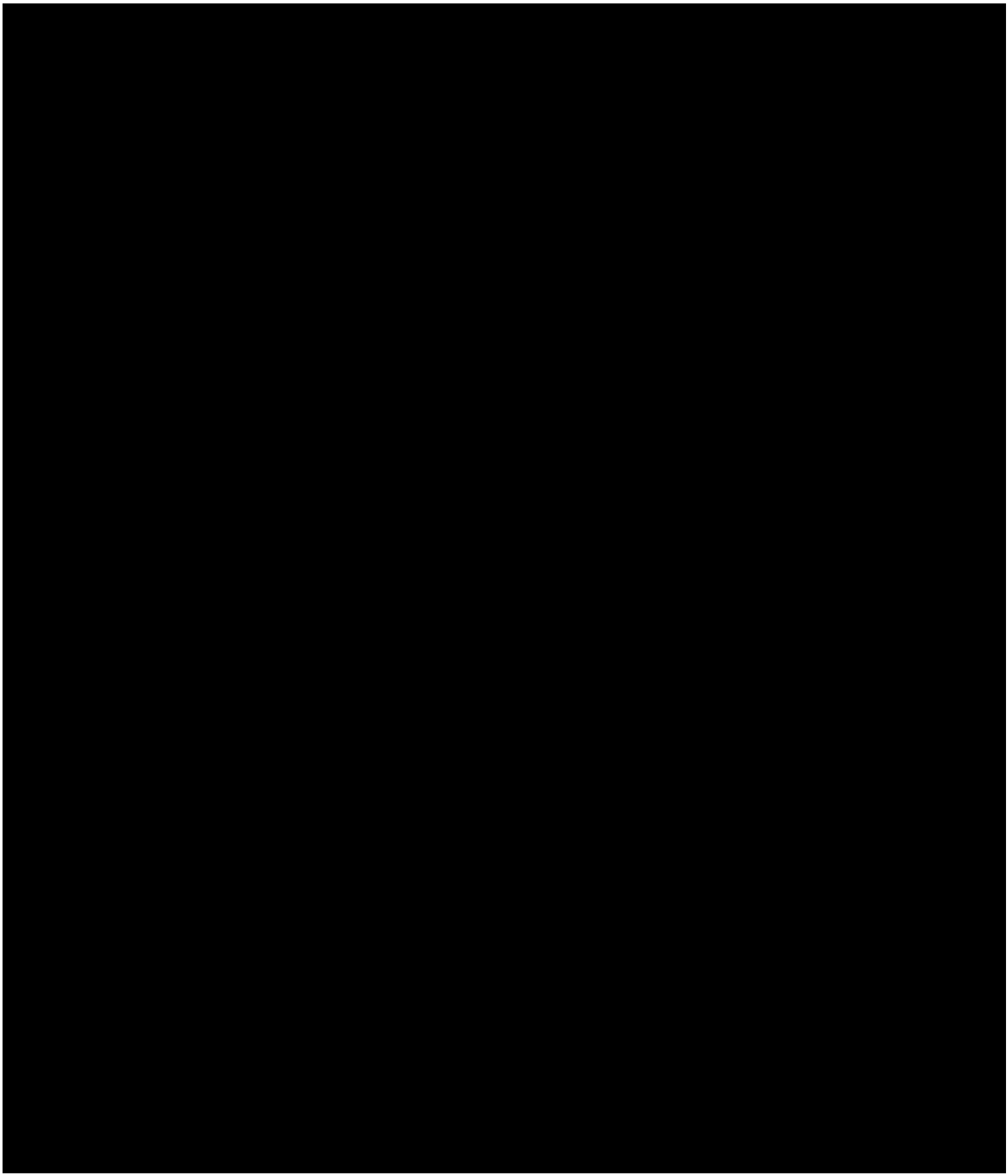


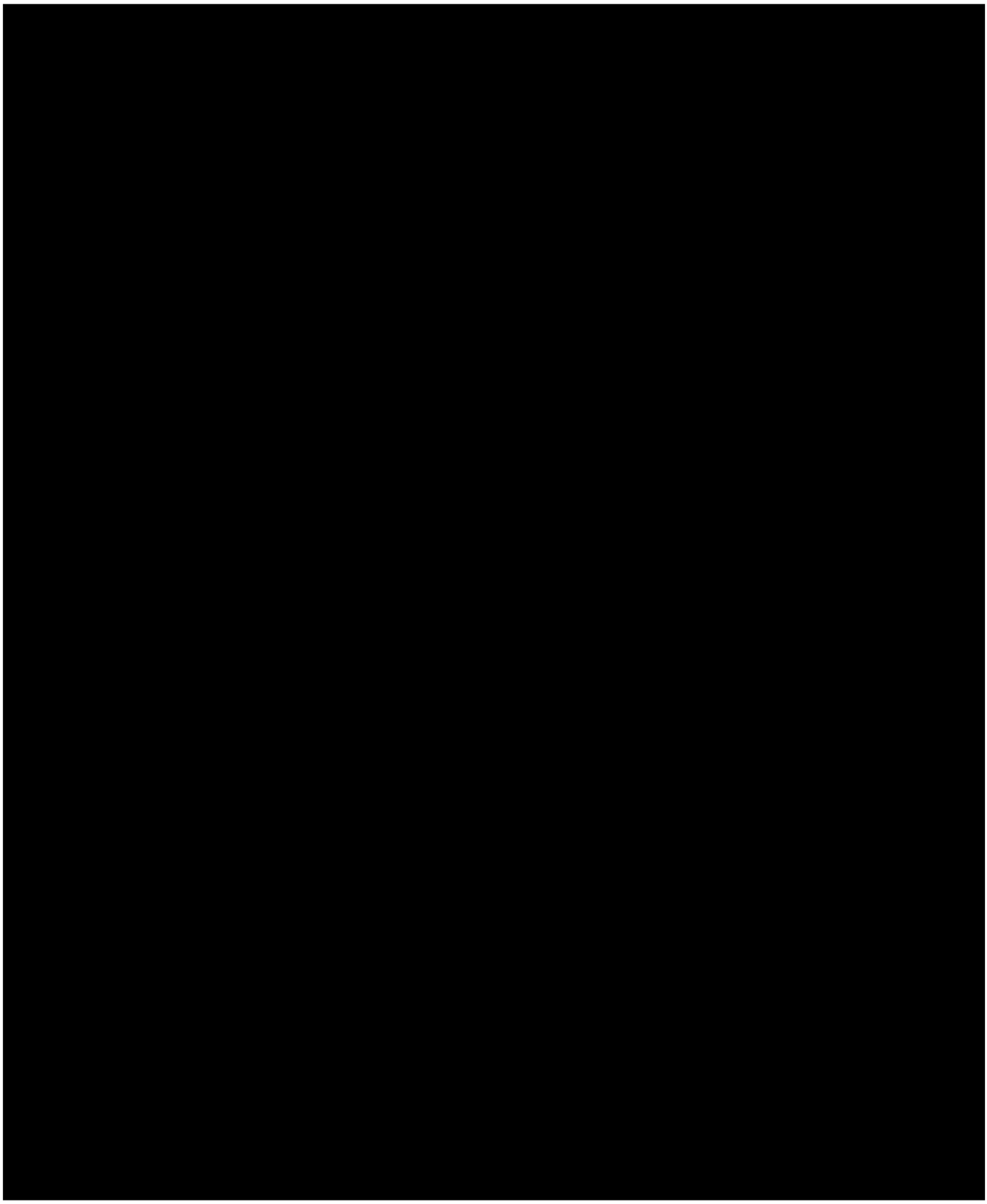


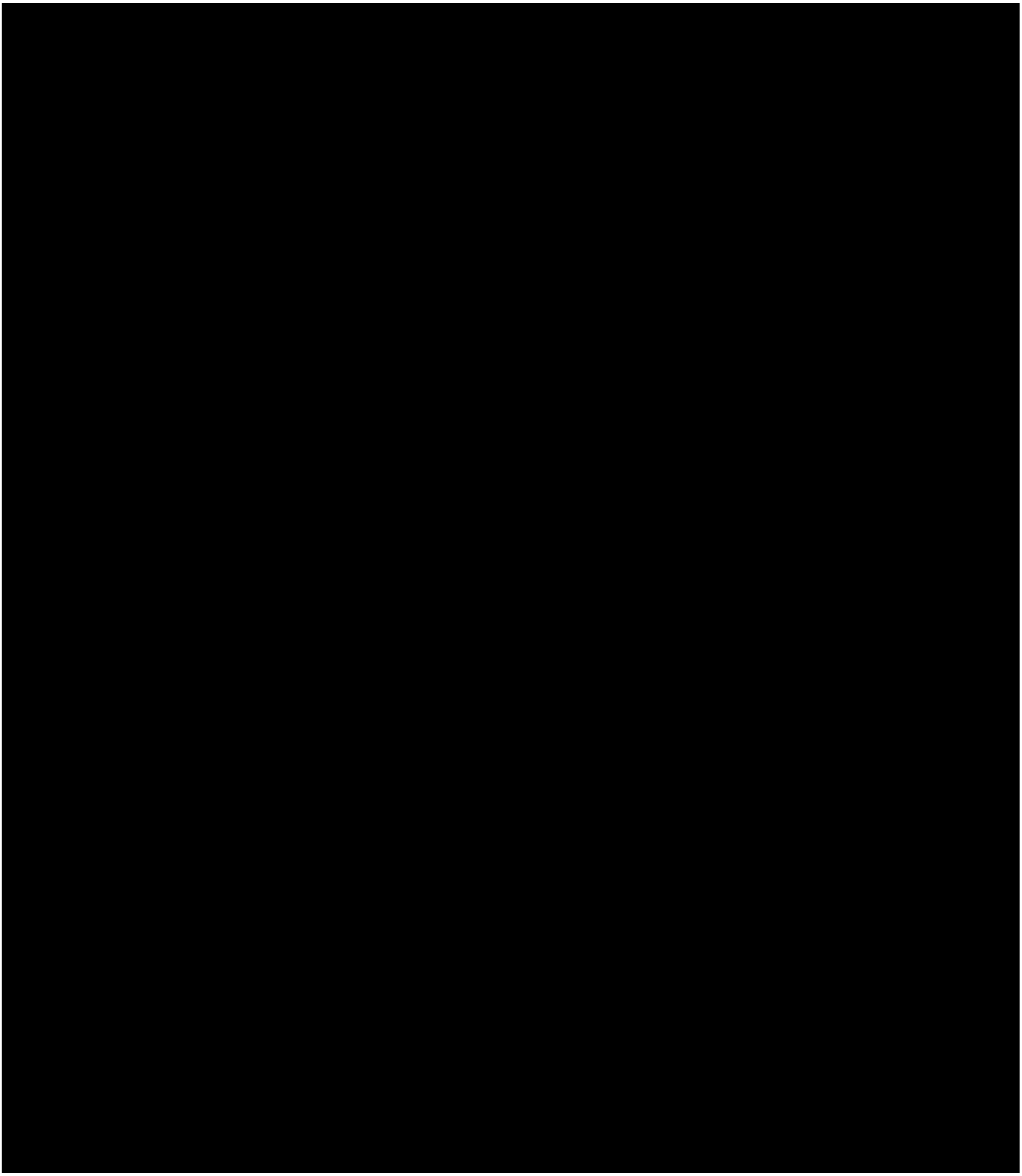


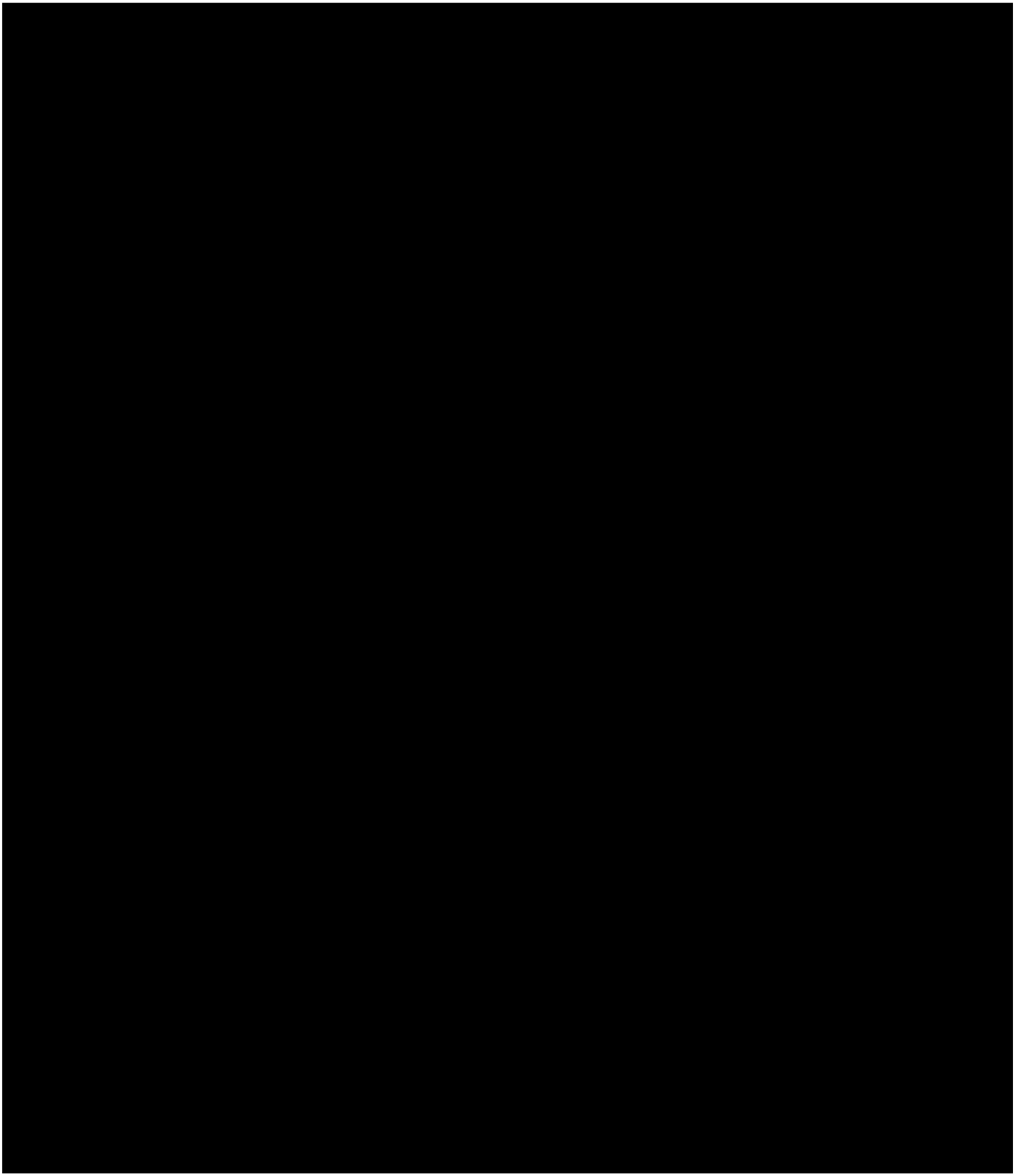


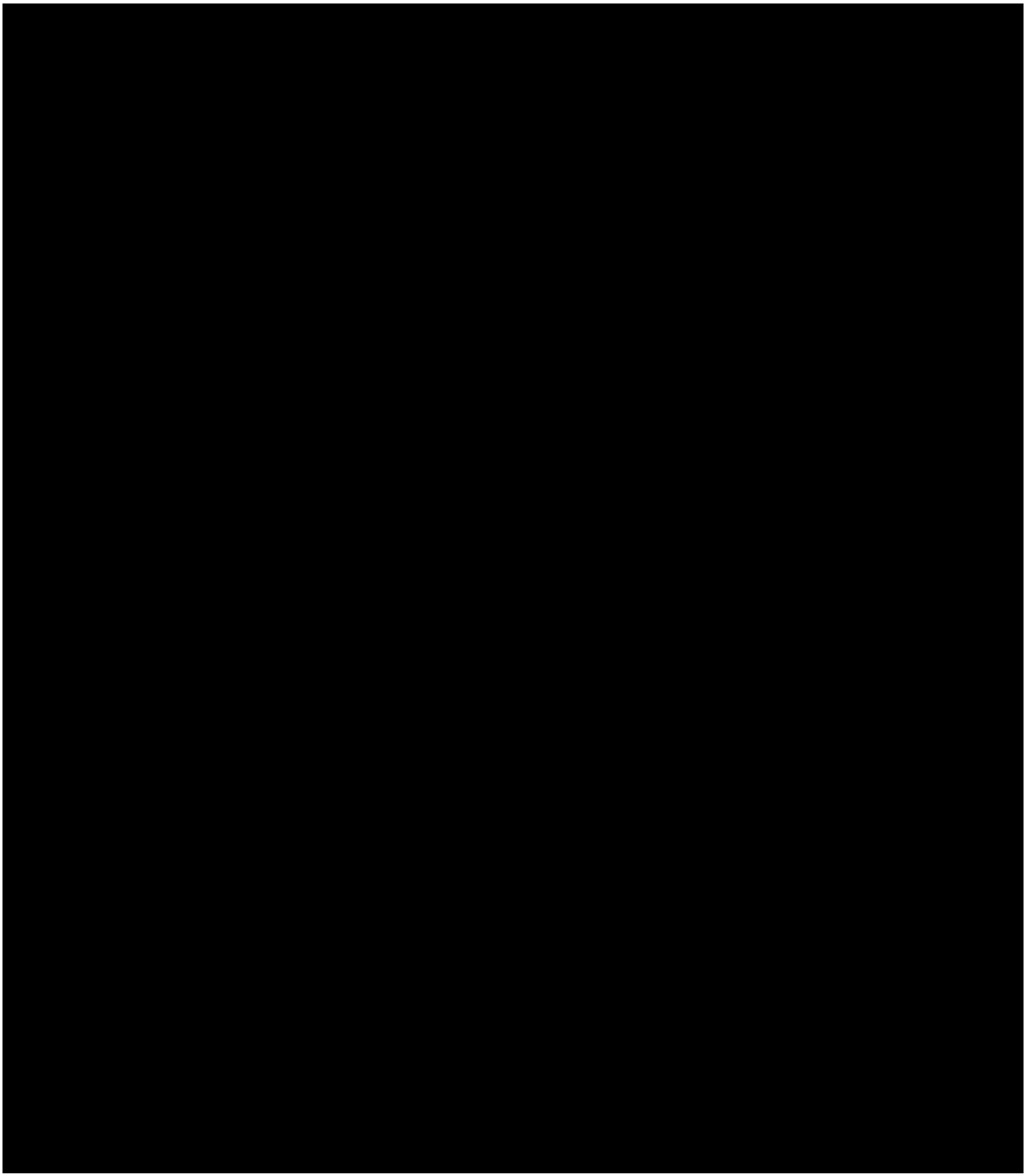


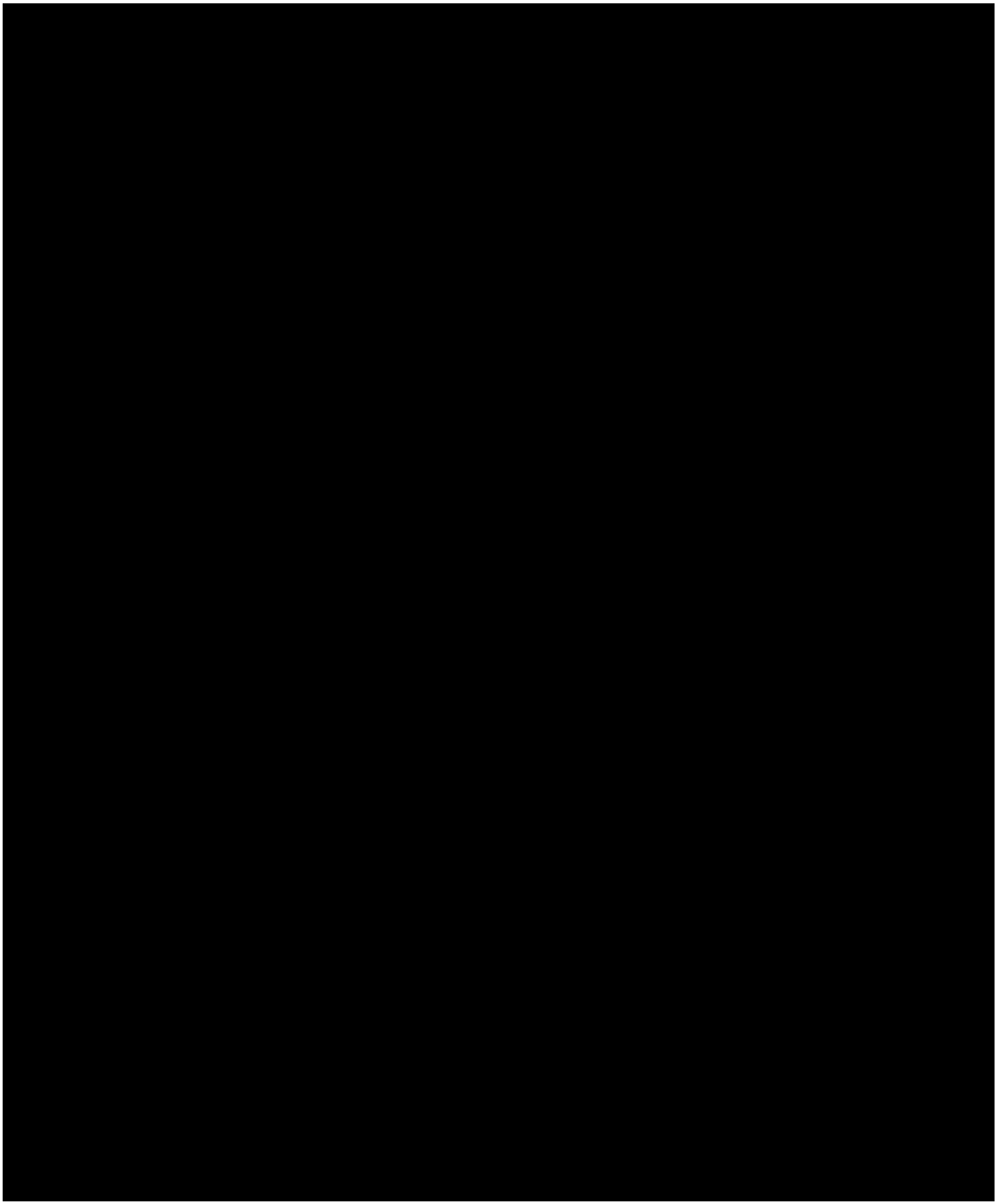


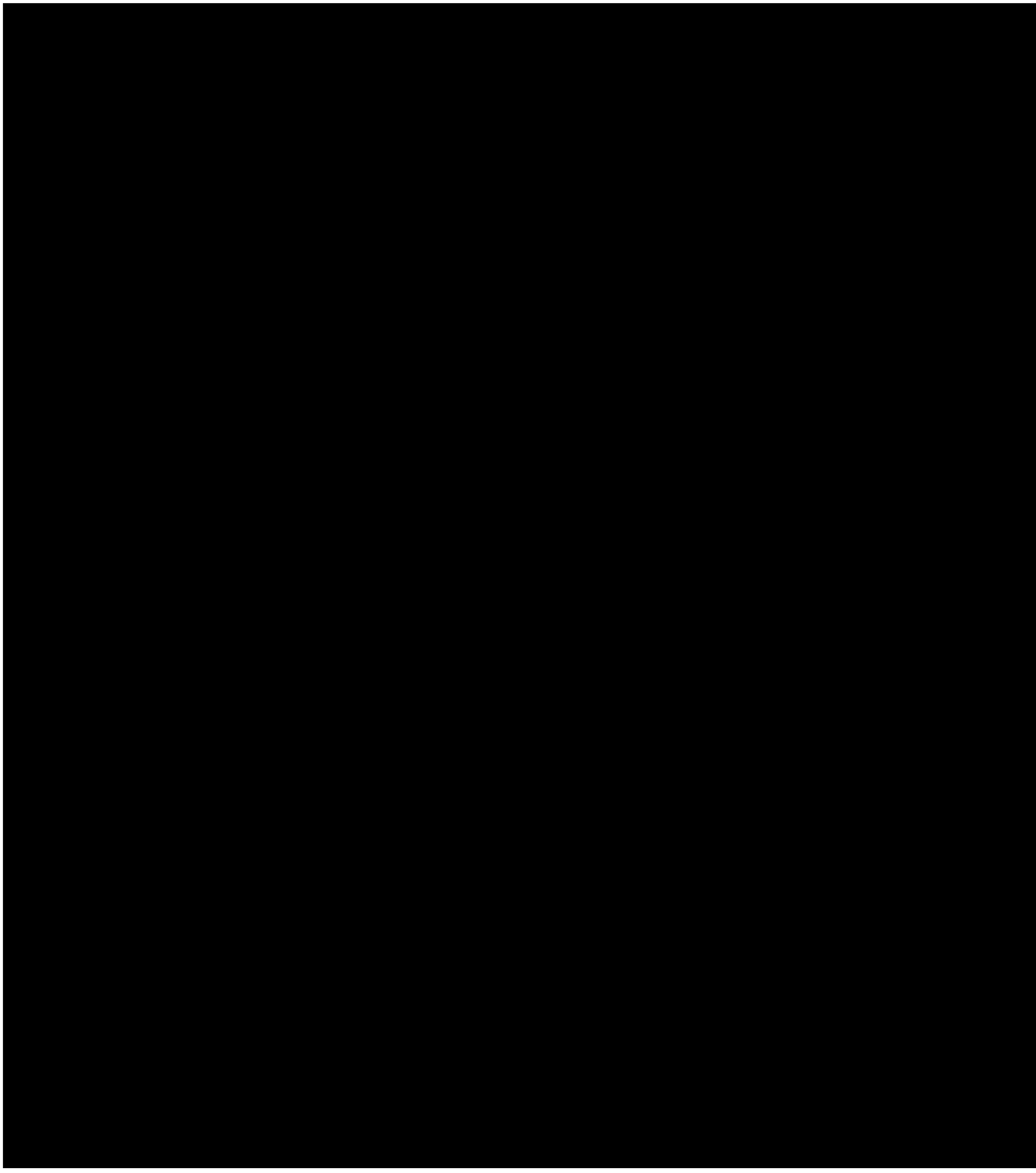


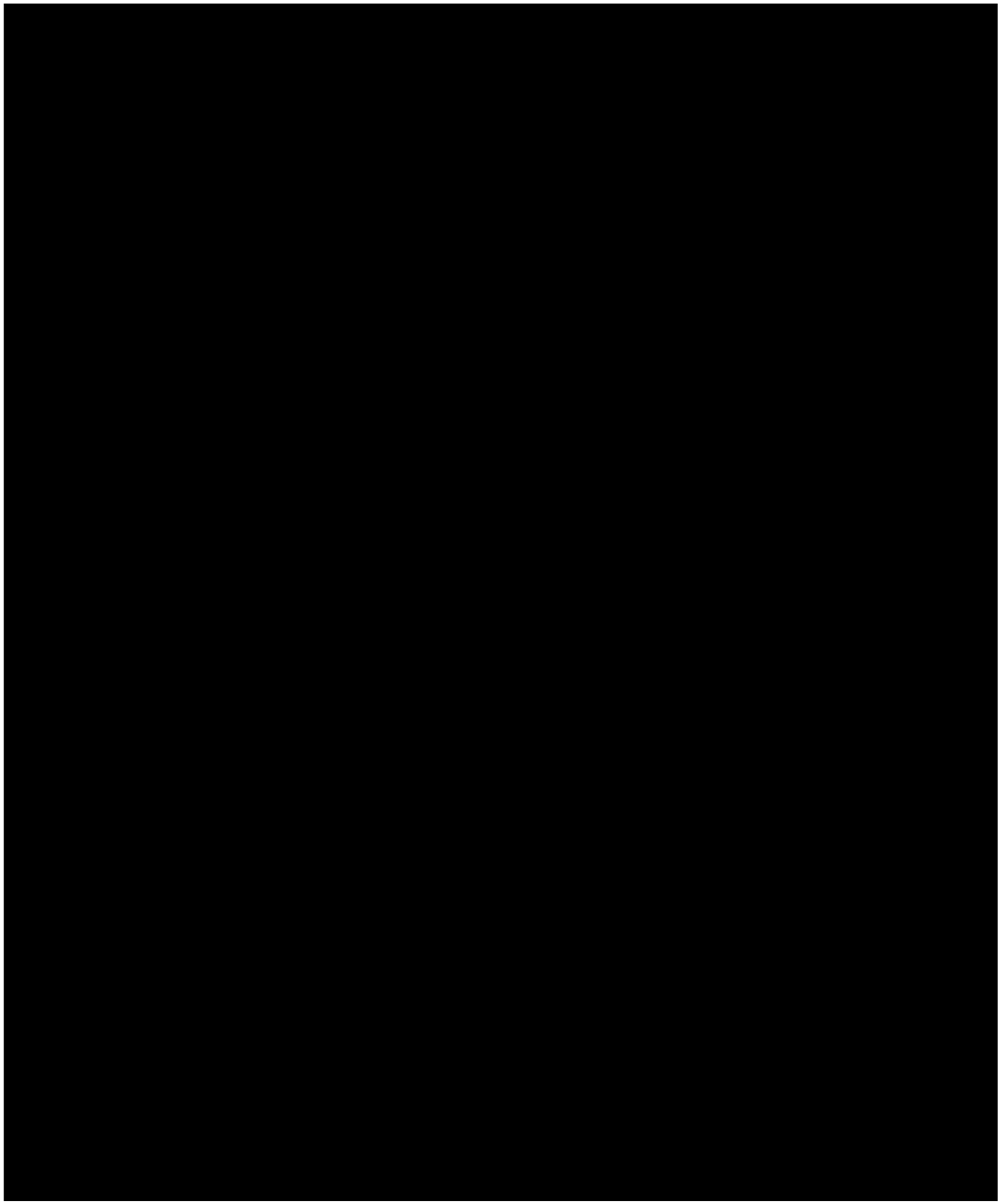


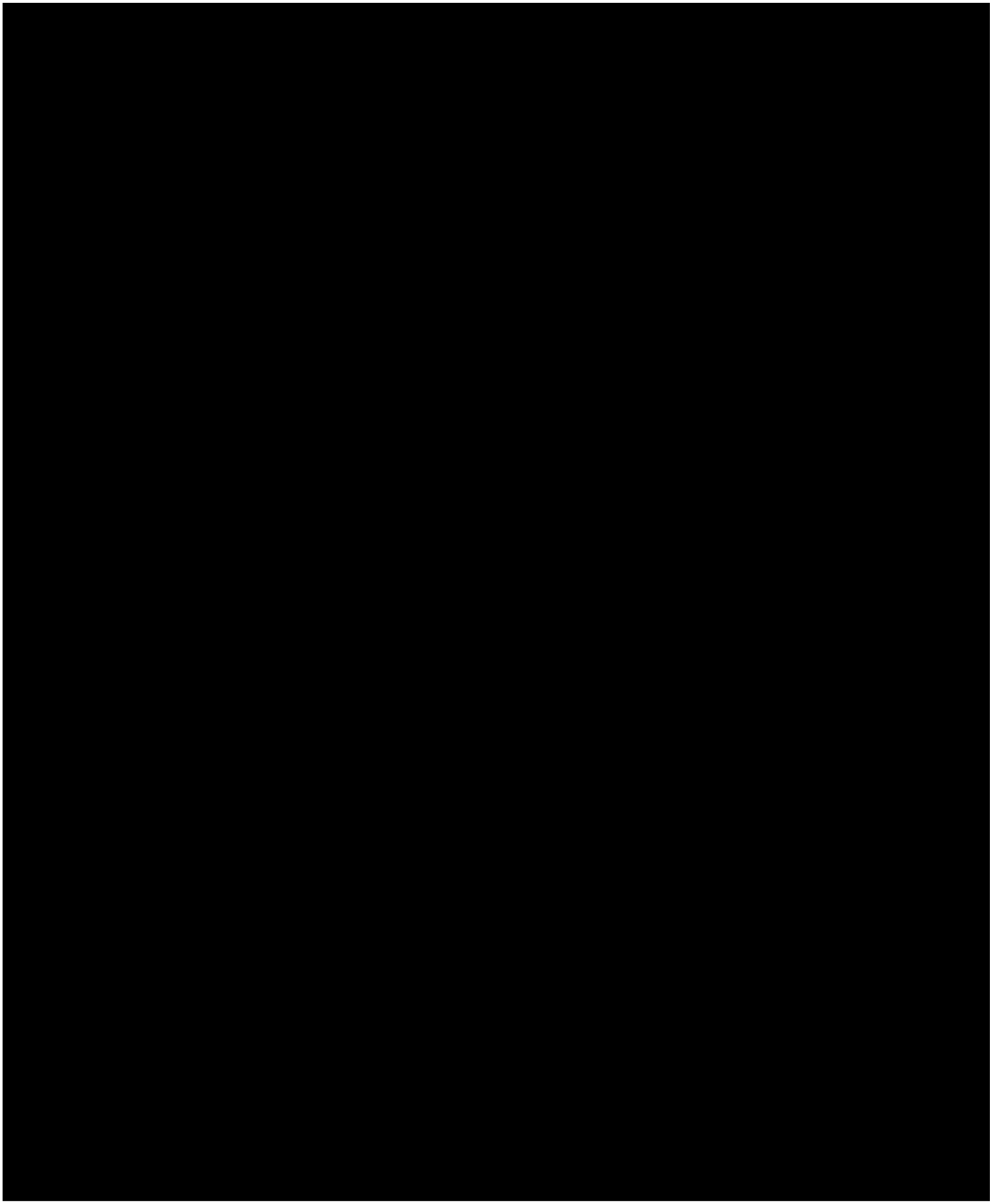


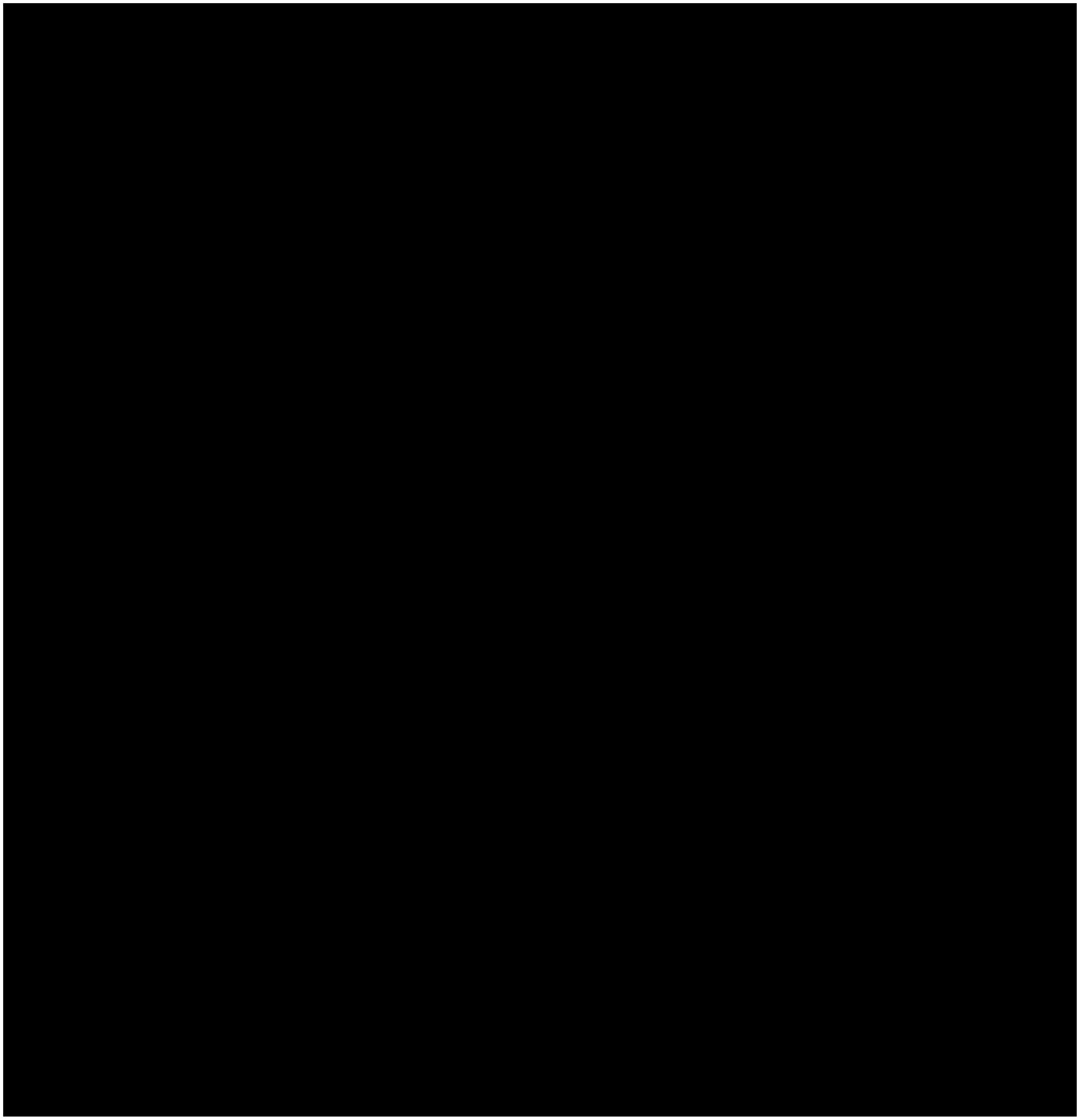


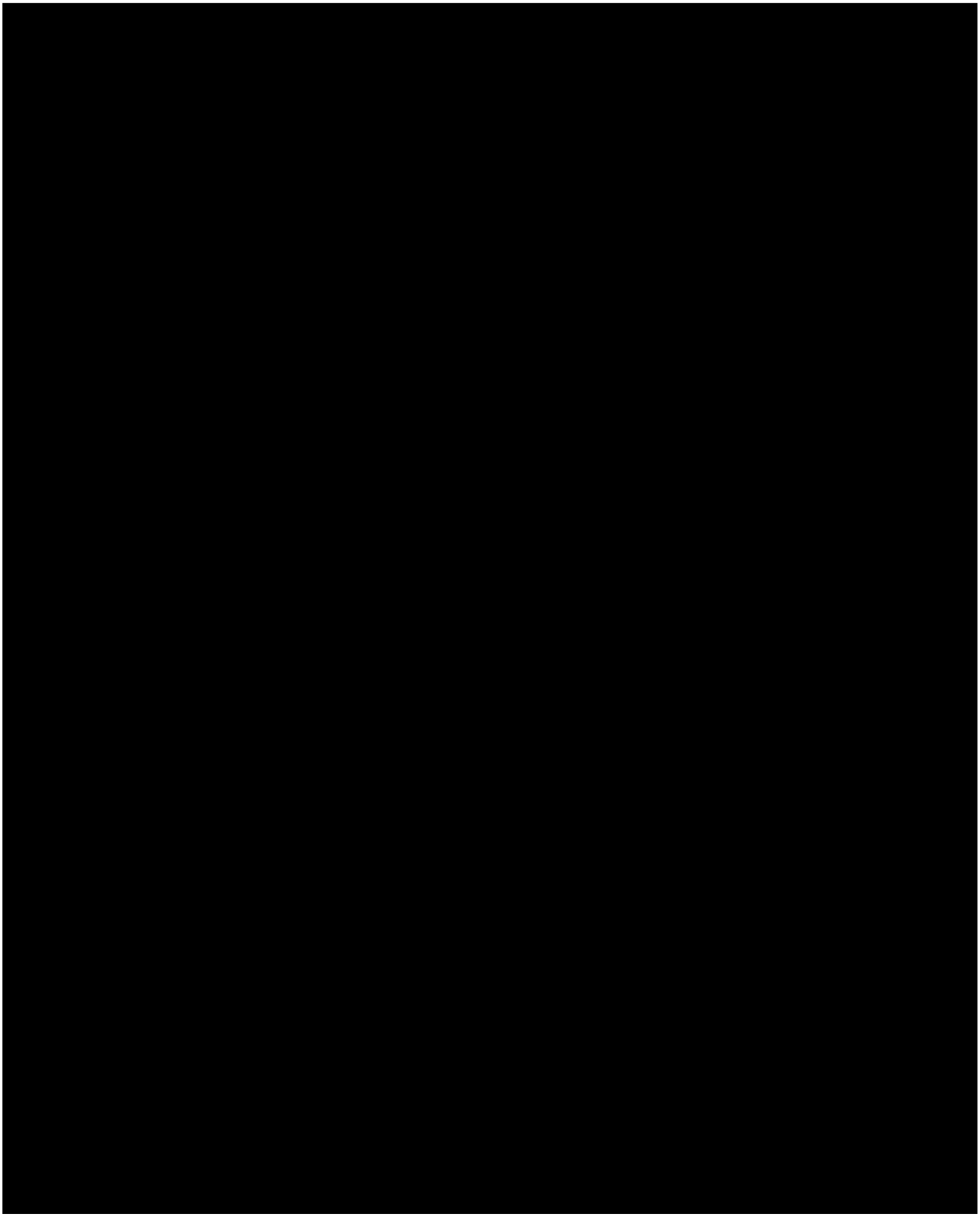




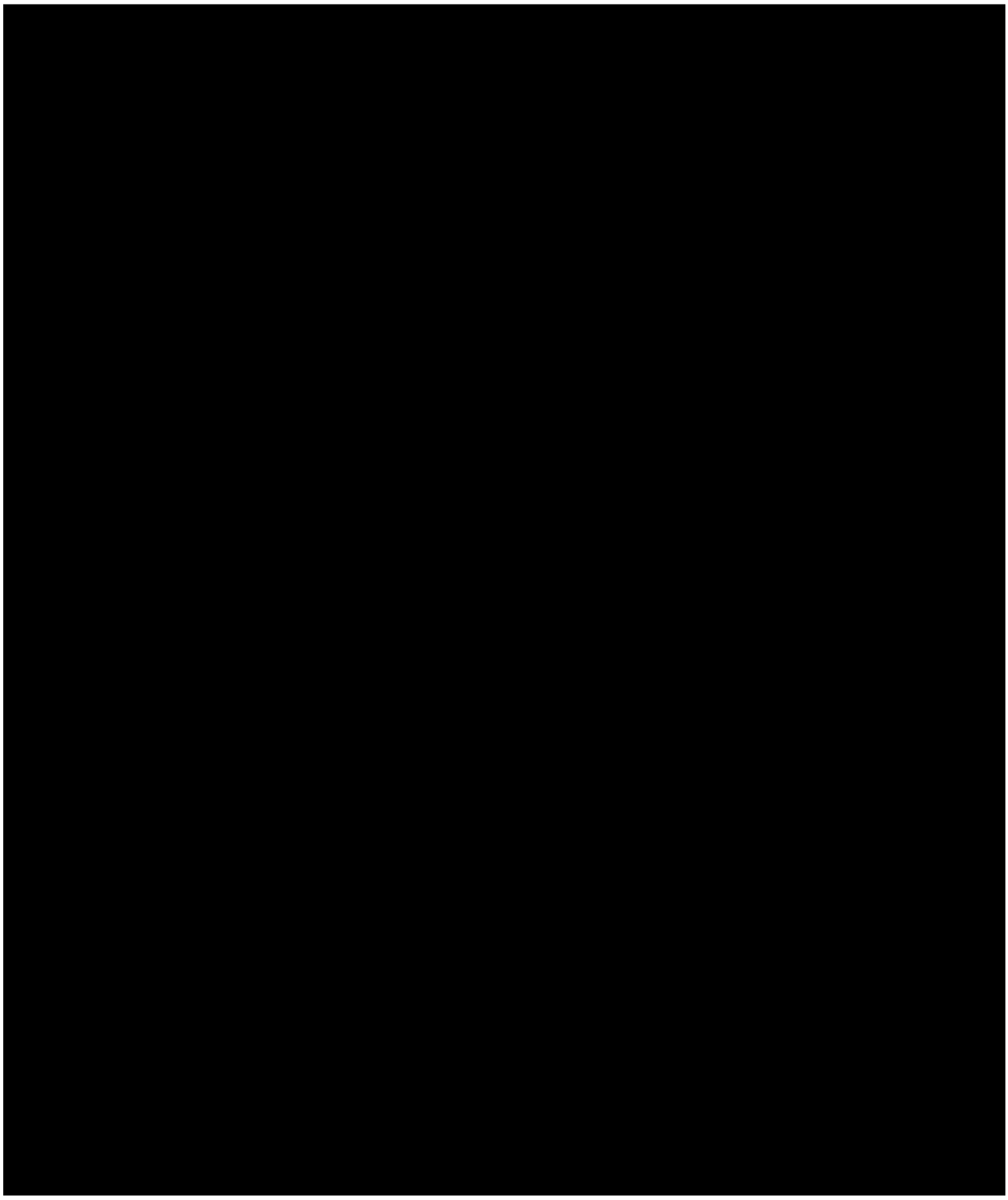


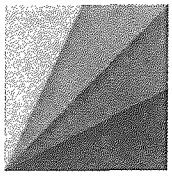












MBAF

MORRISON BROWN ARGIZ & FARRA, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

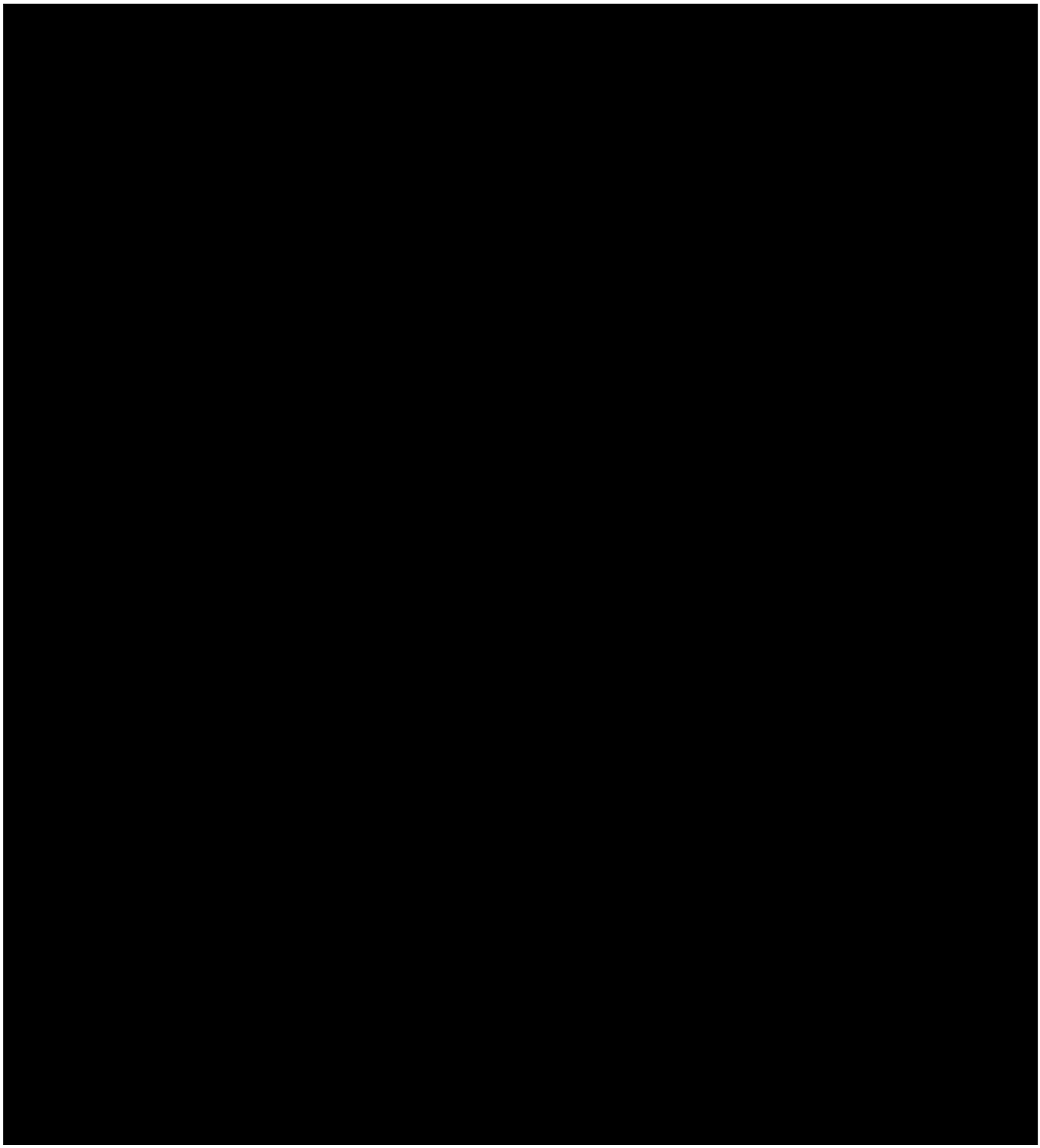
JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006

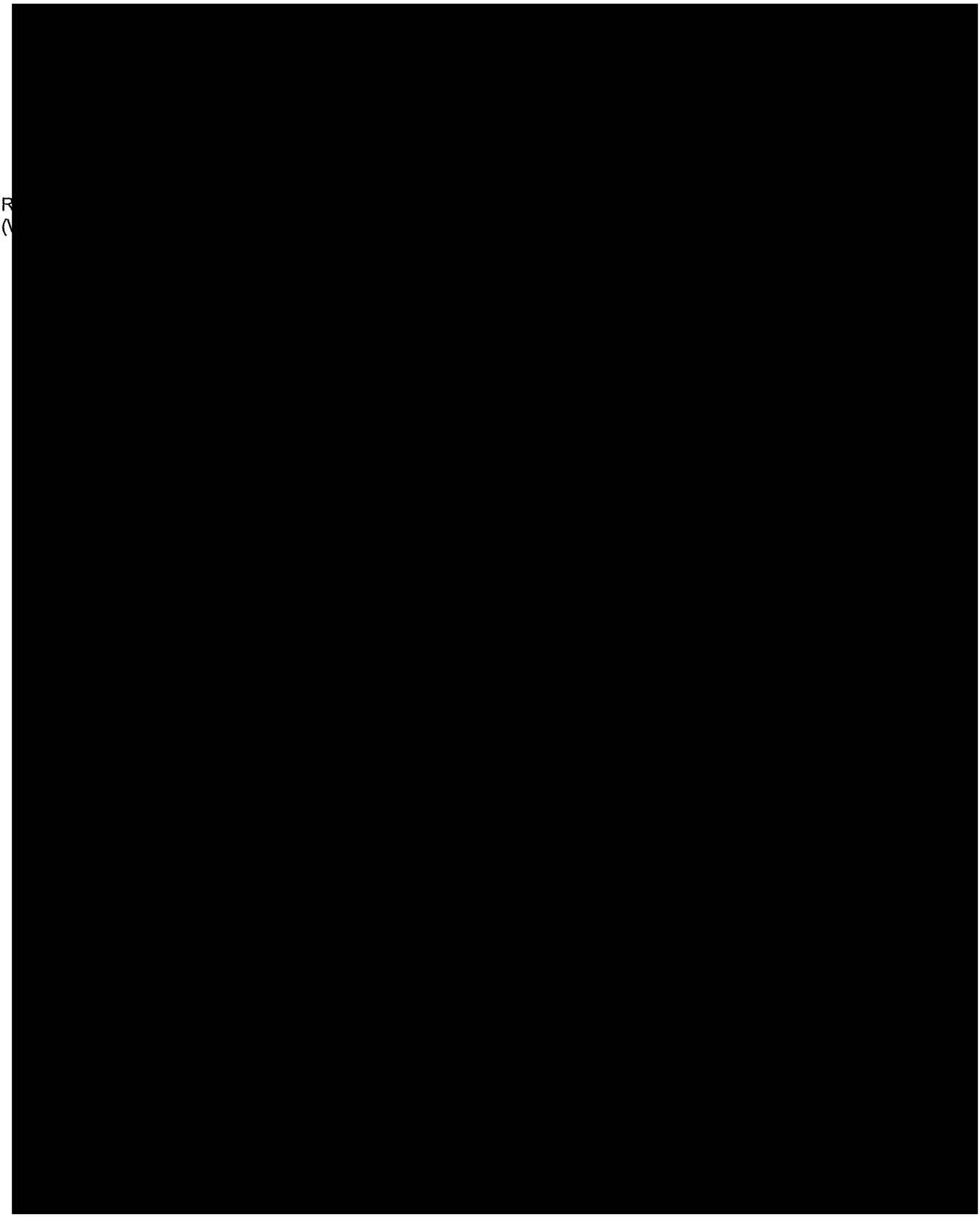
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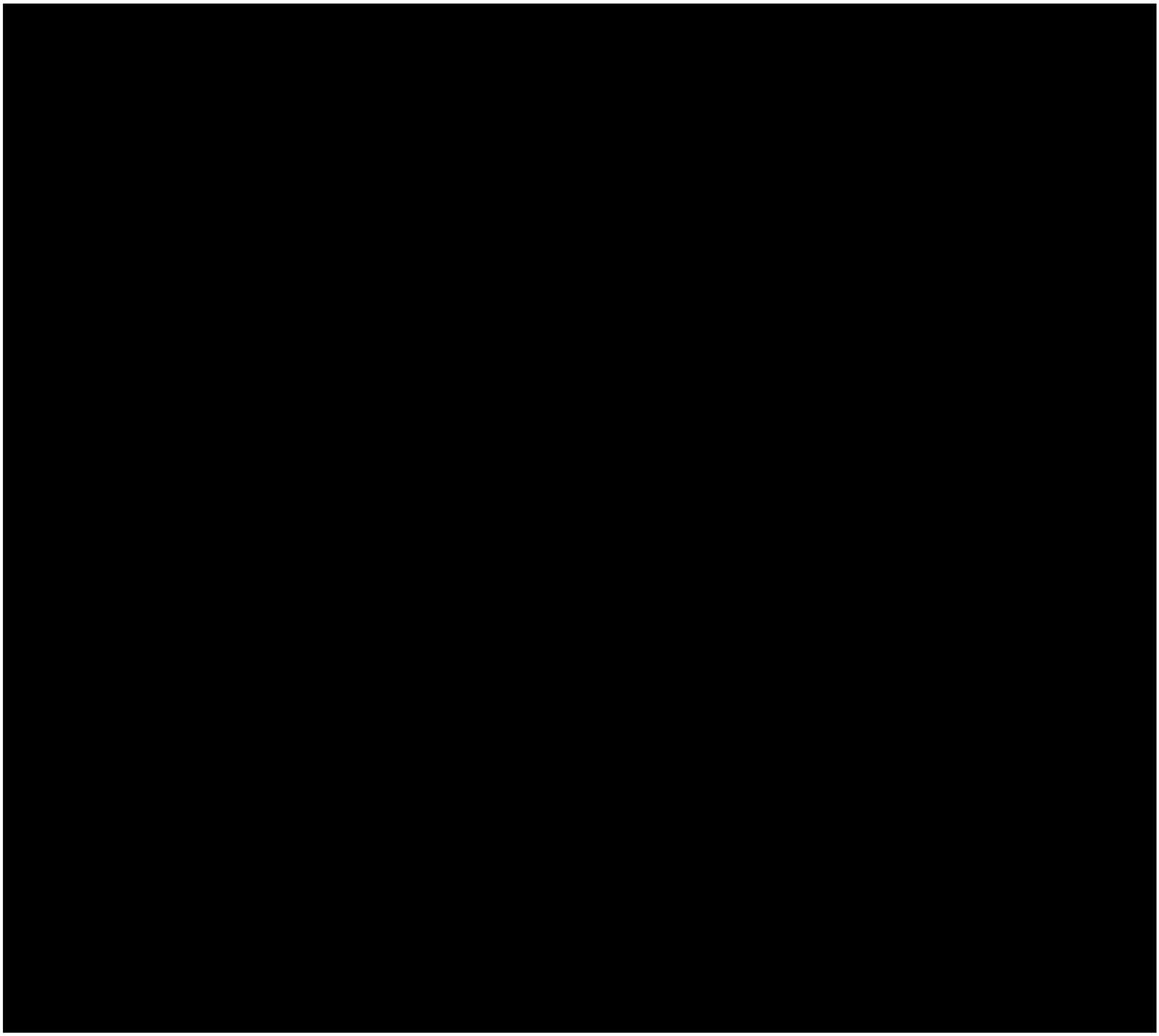
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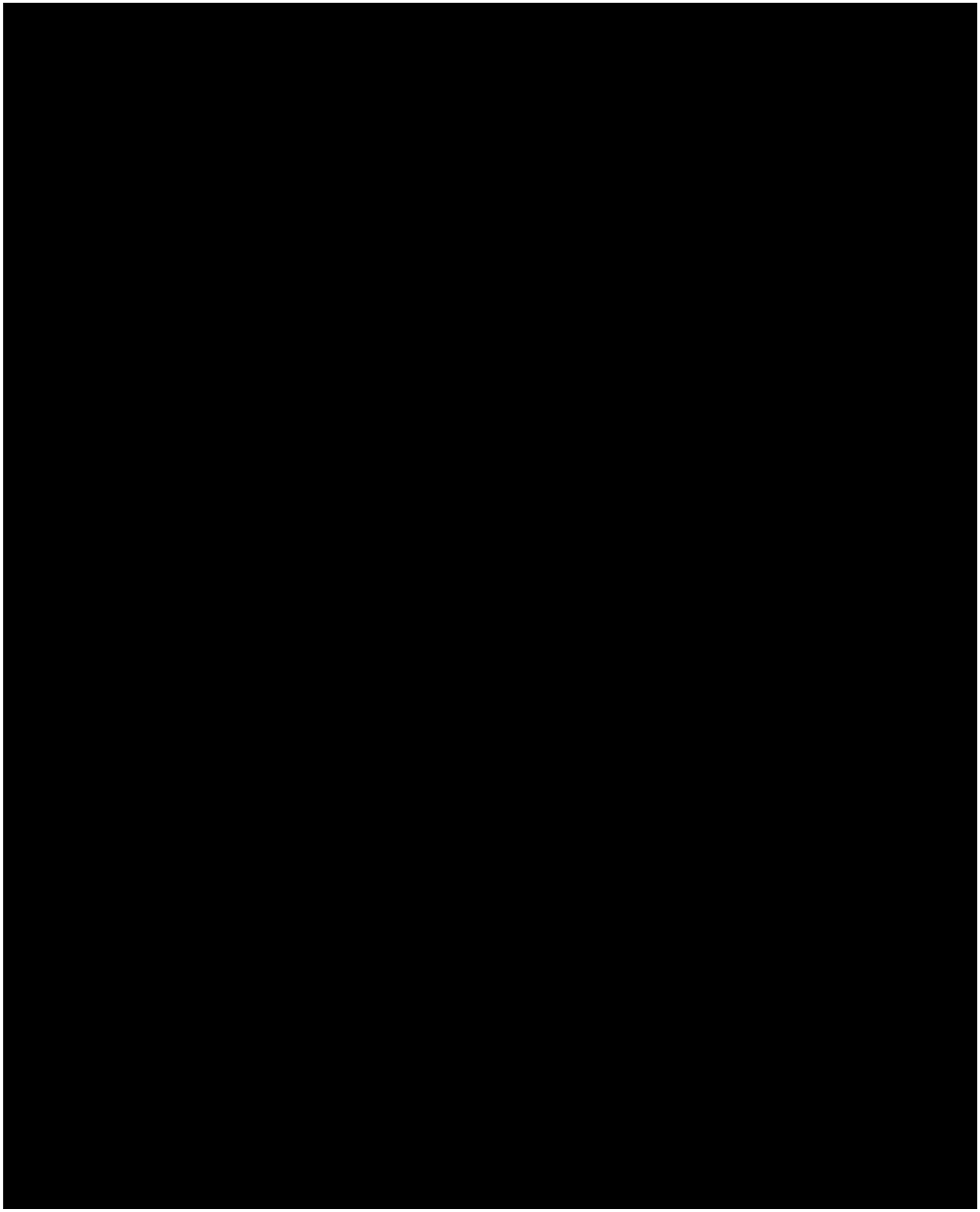
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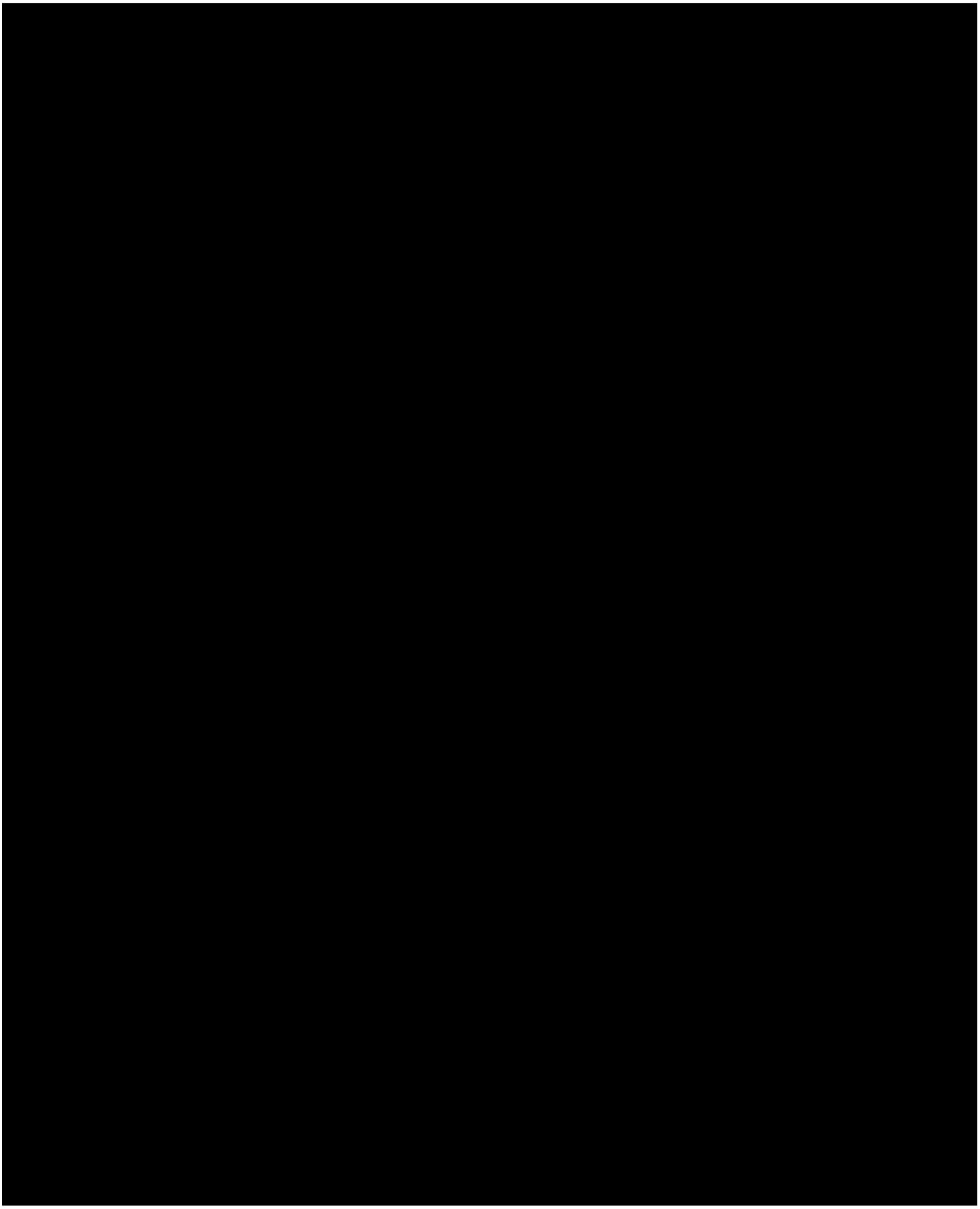
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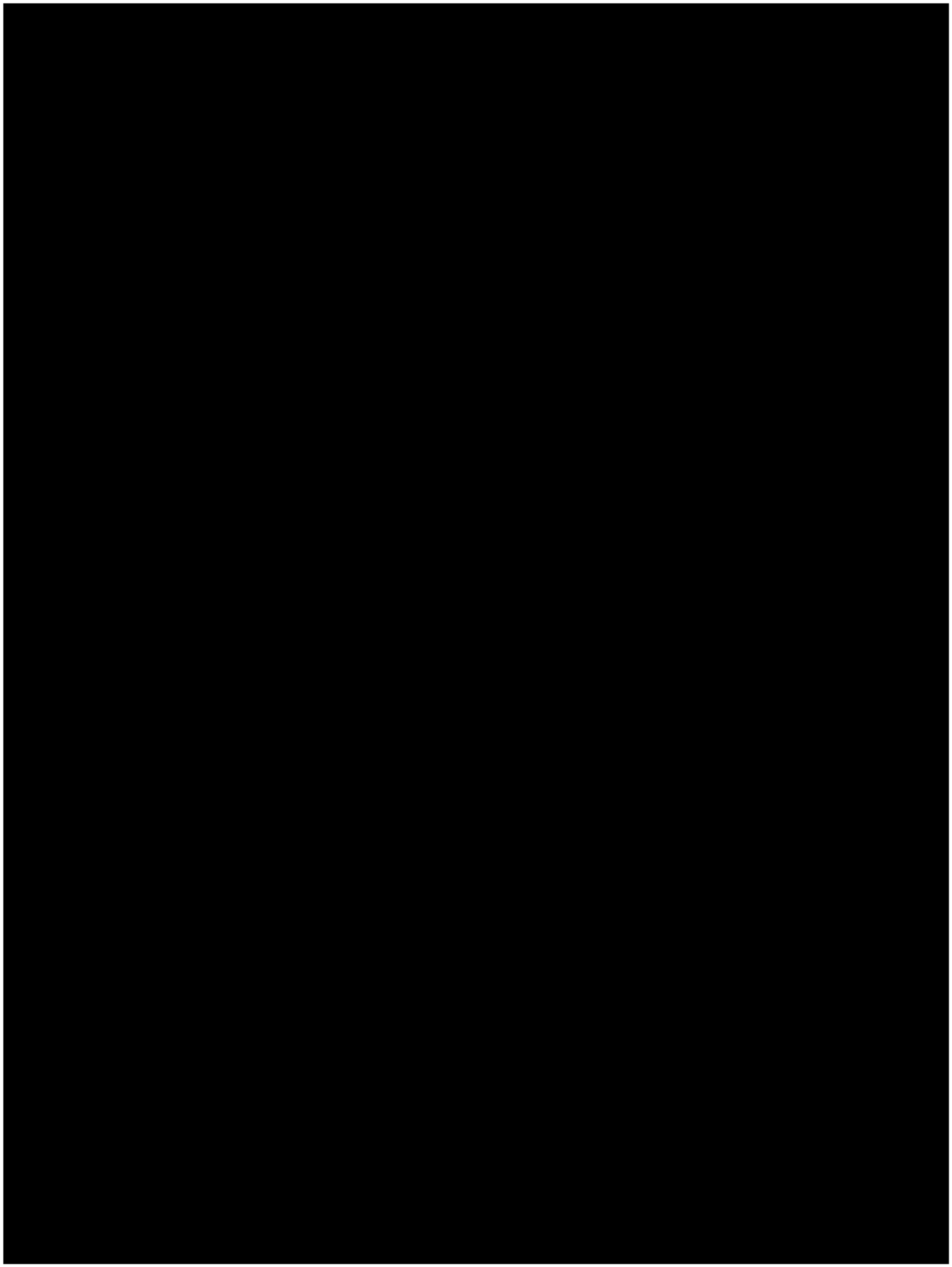


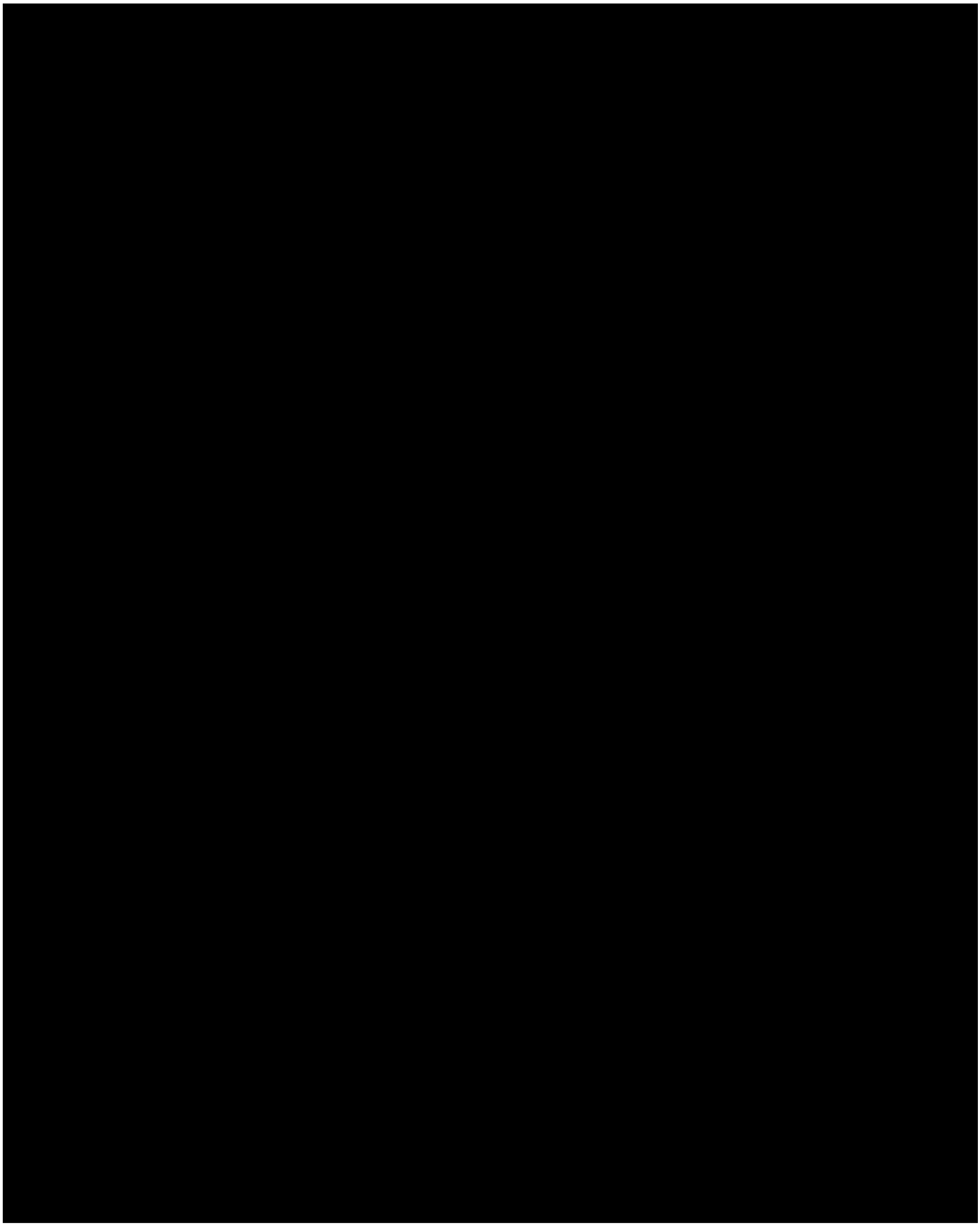


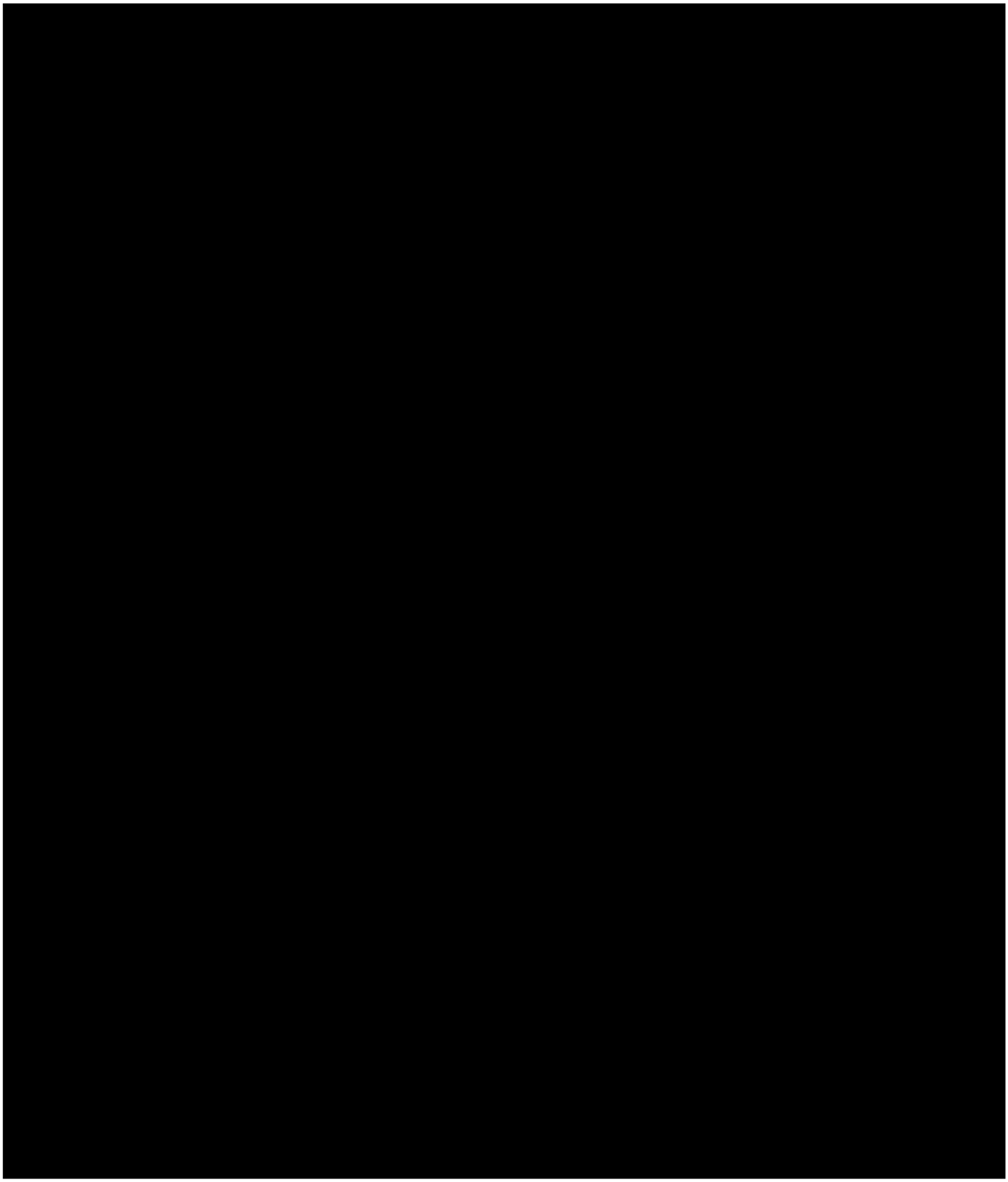


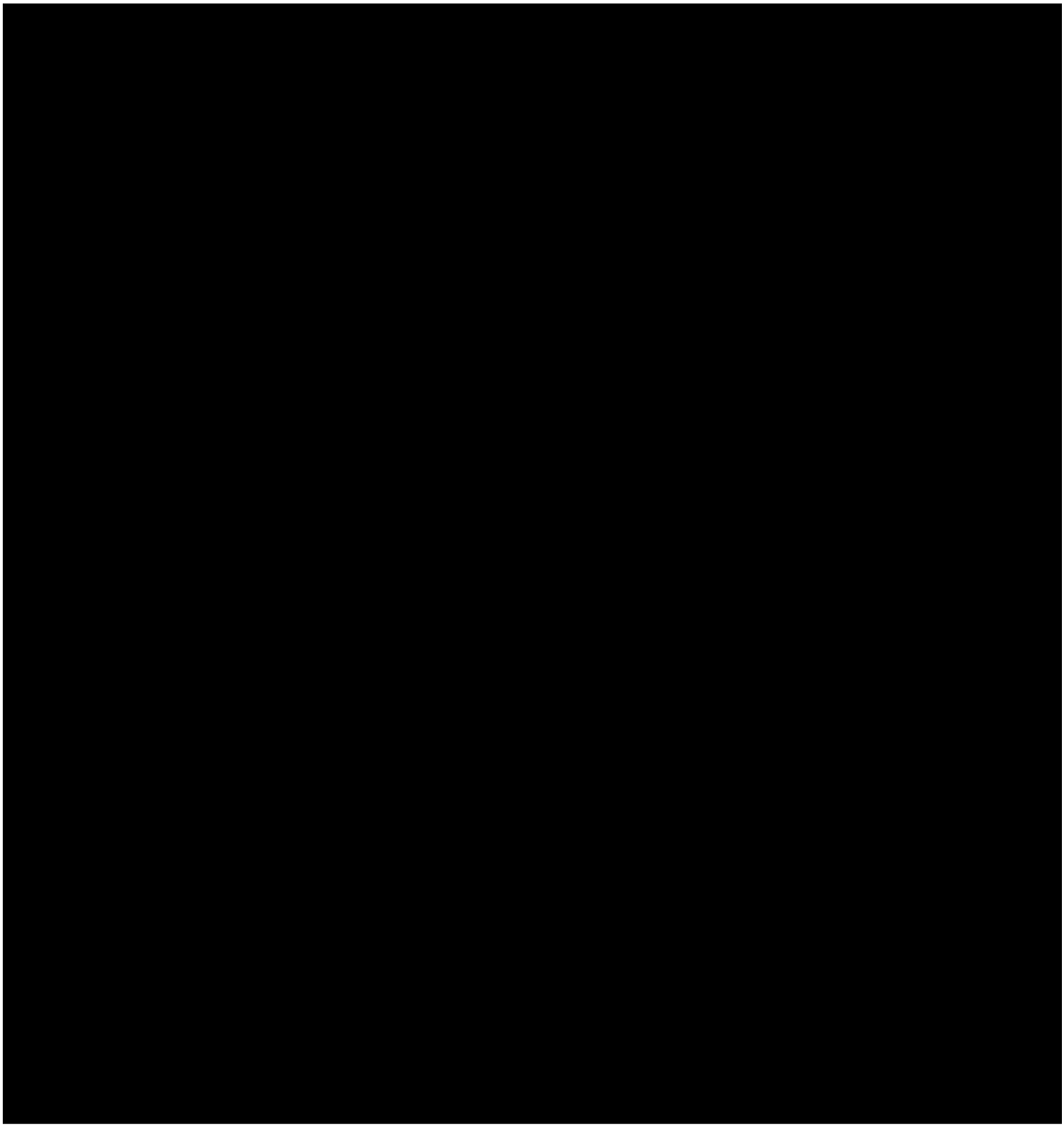


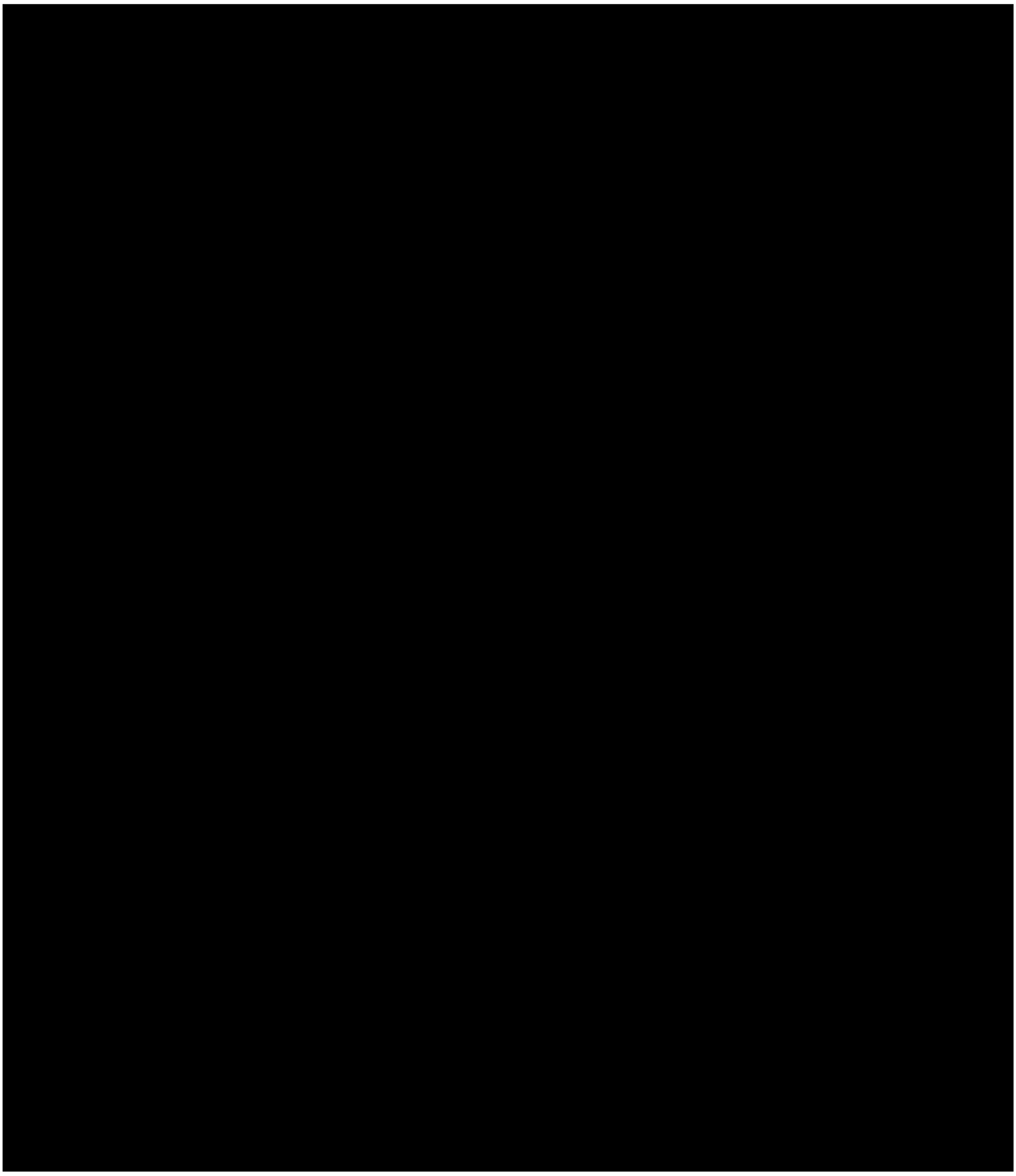


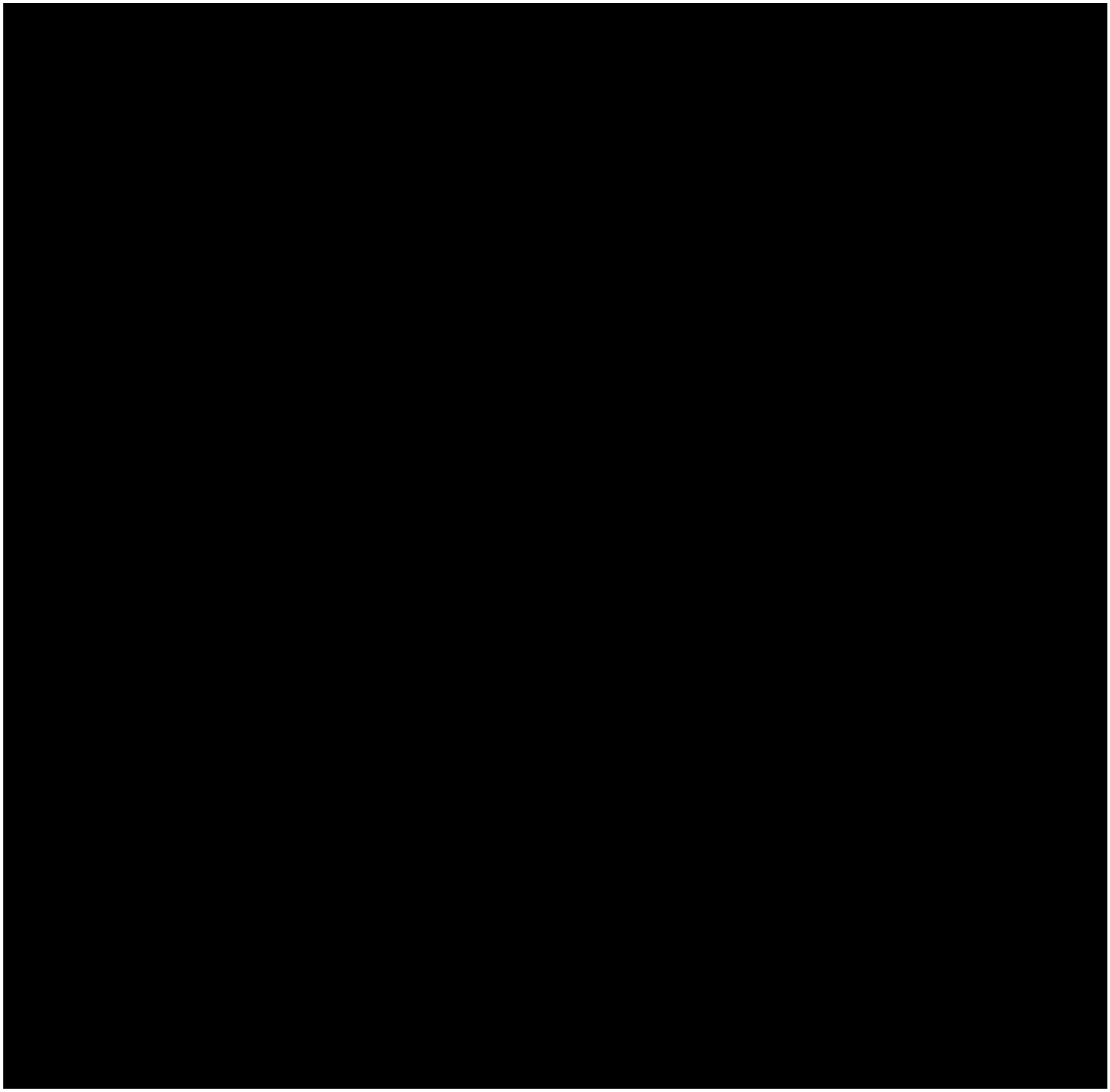


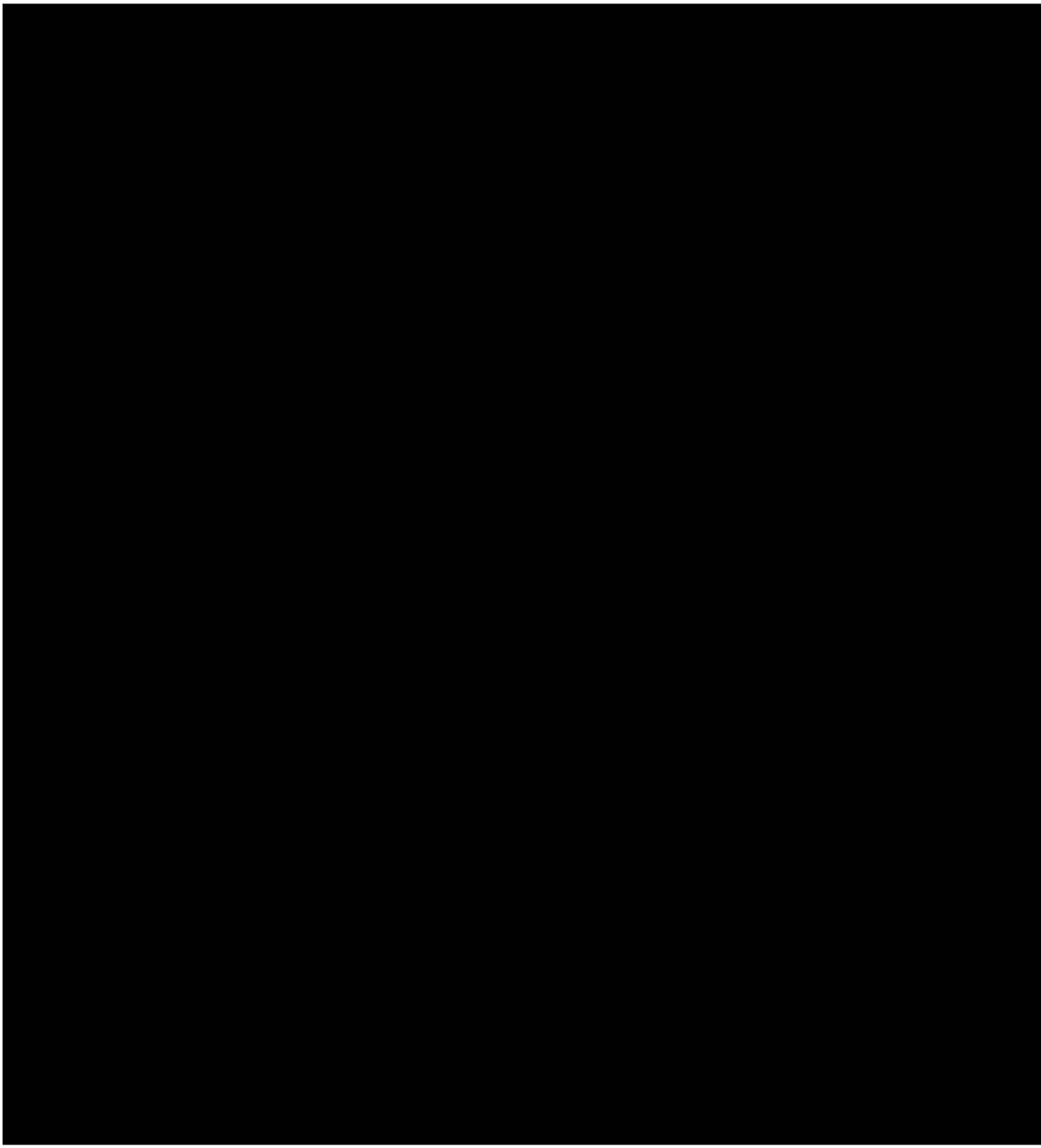


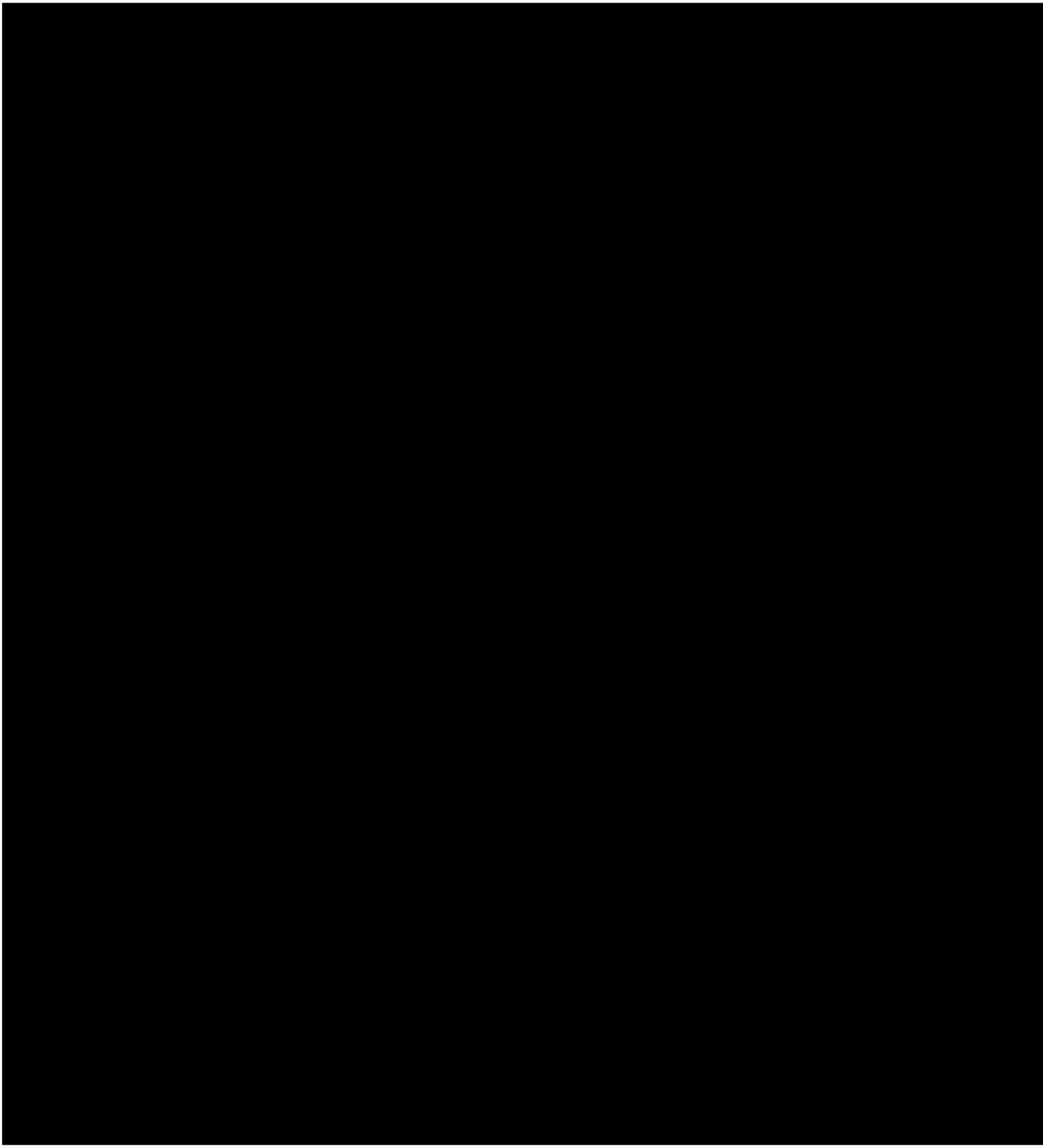


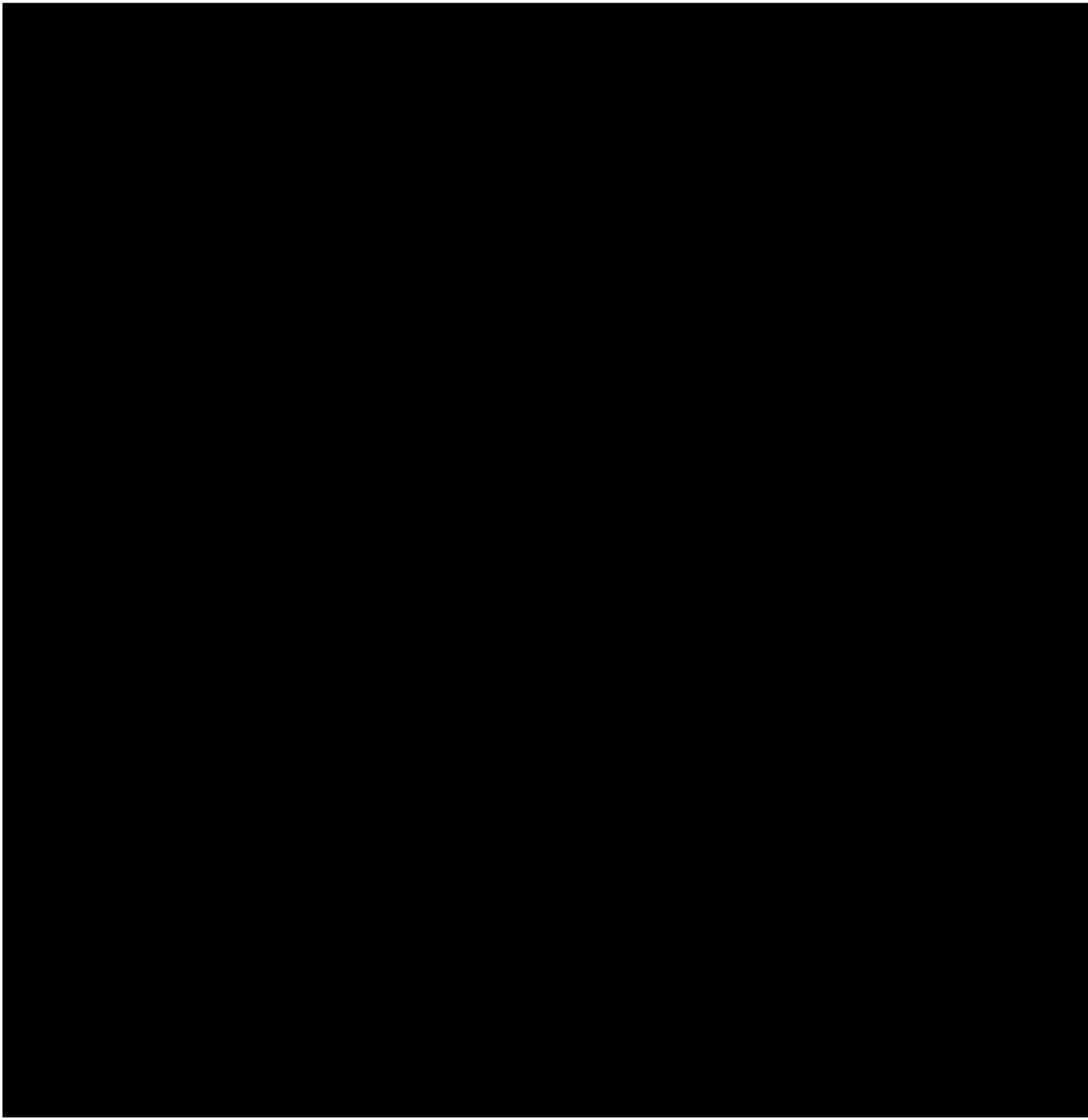


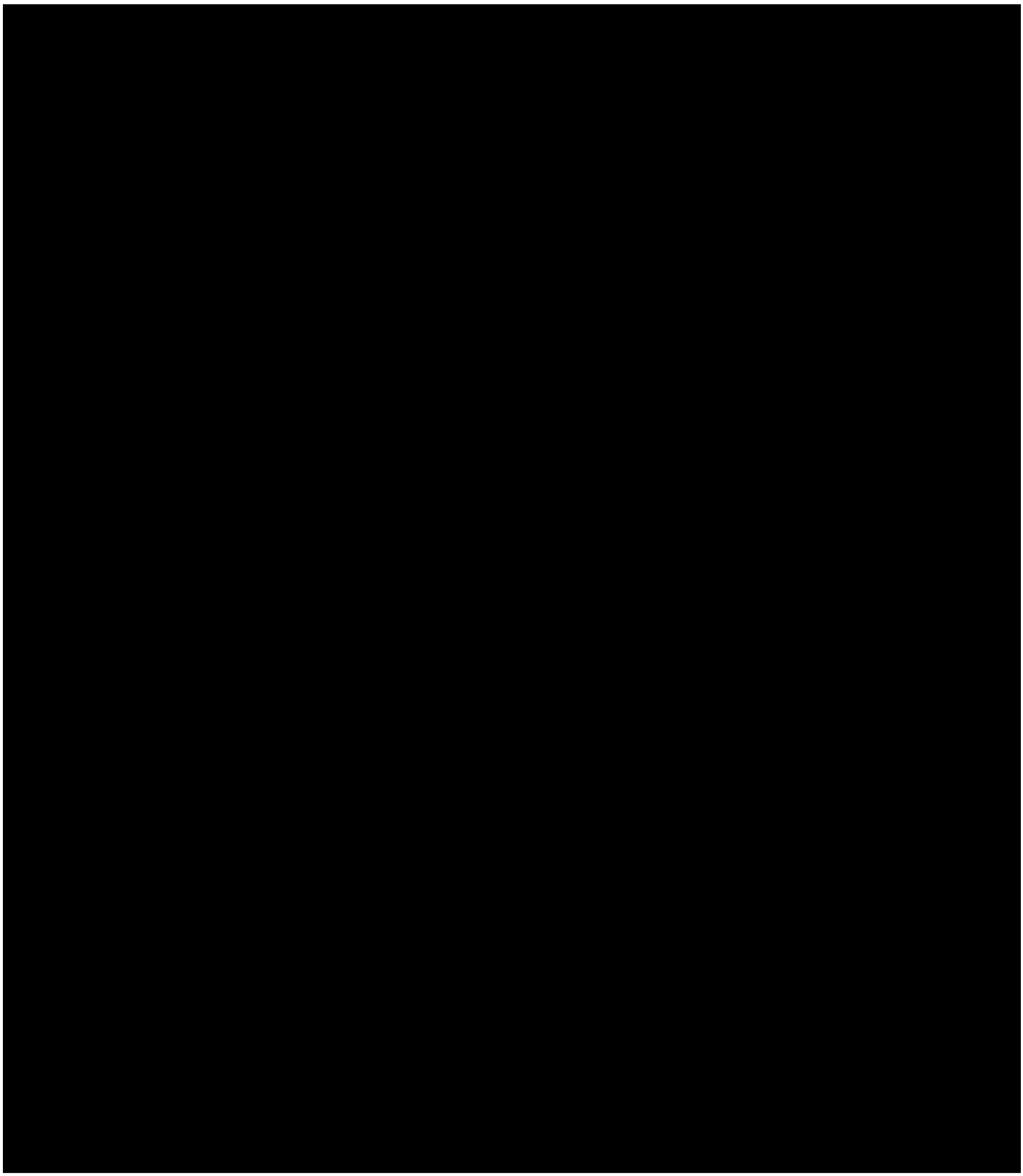


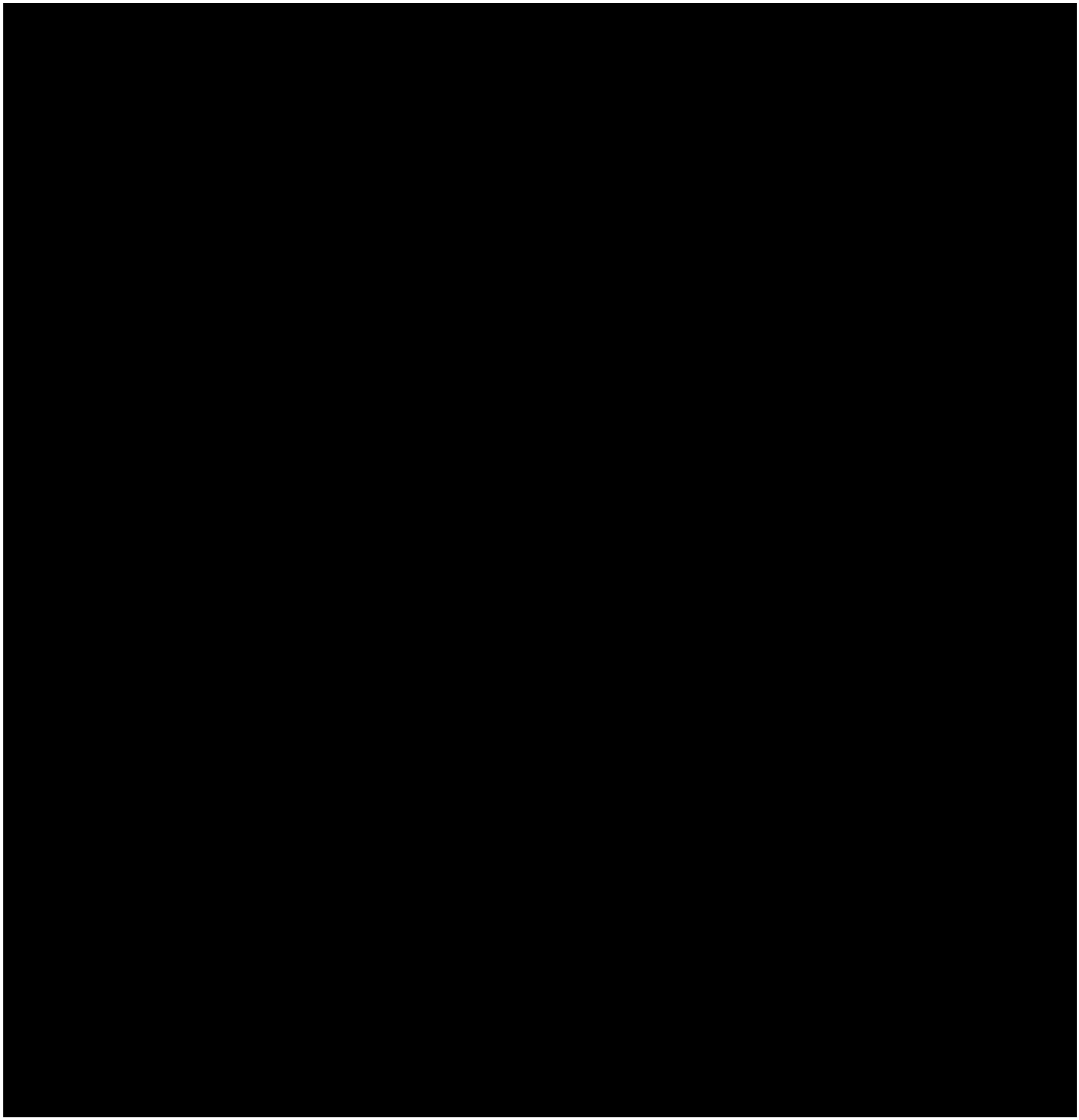


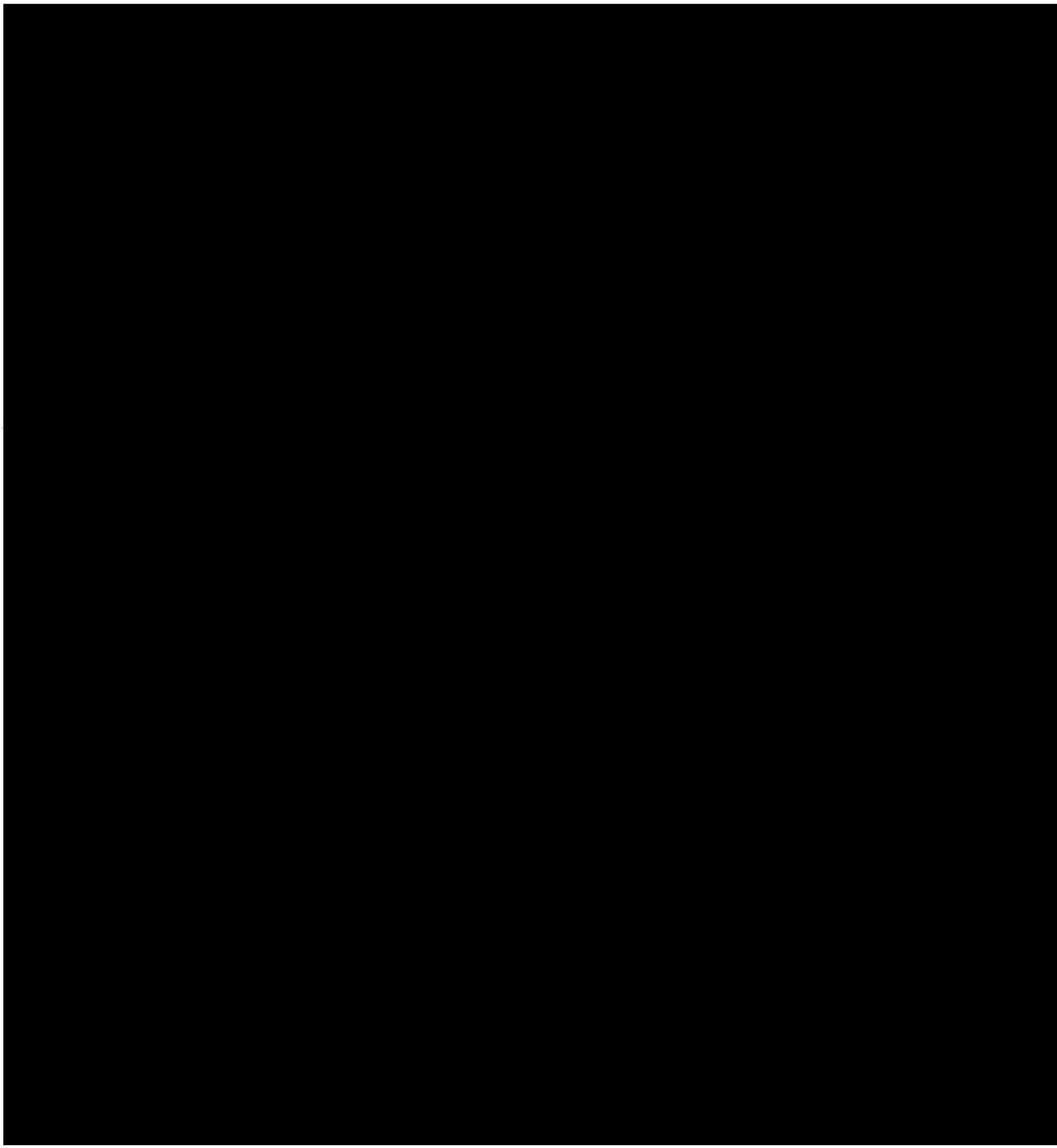


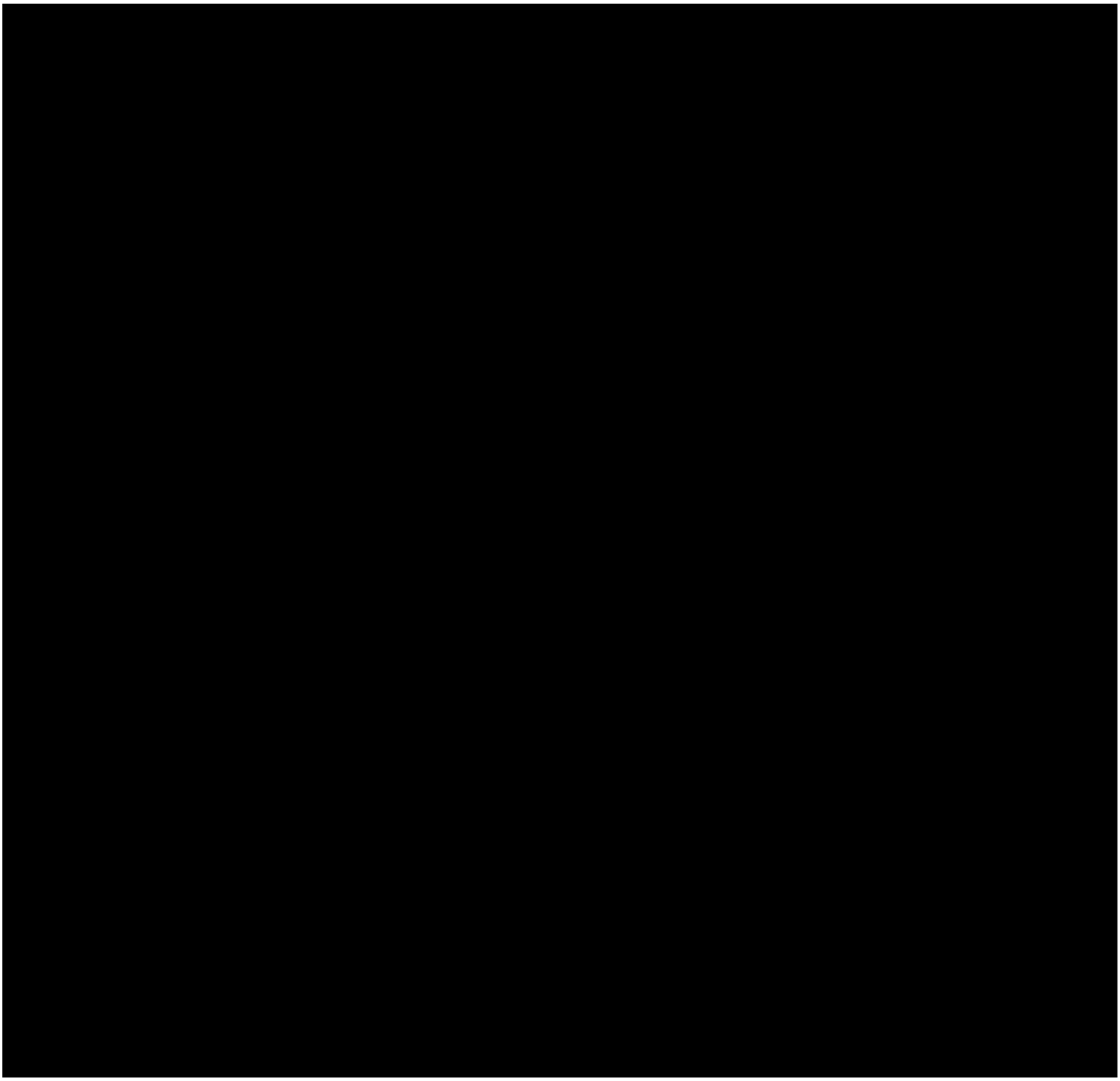




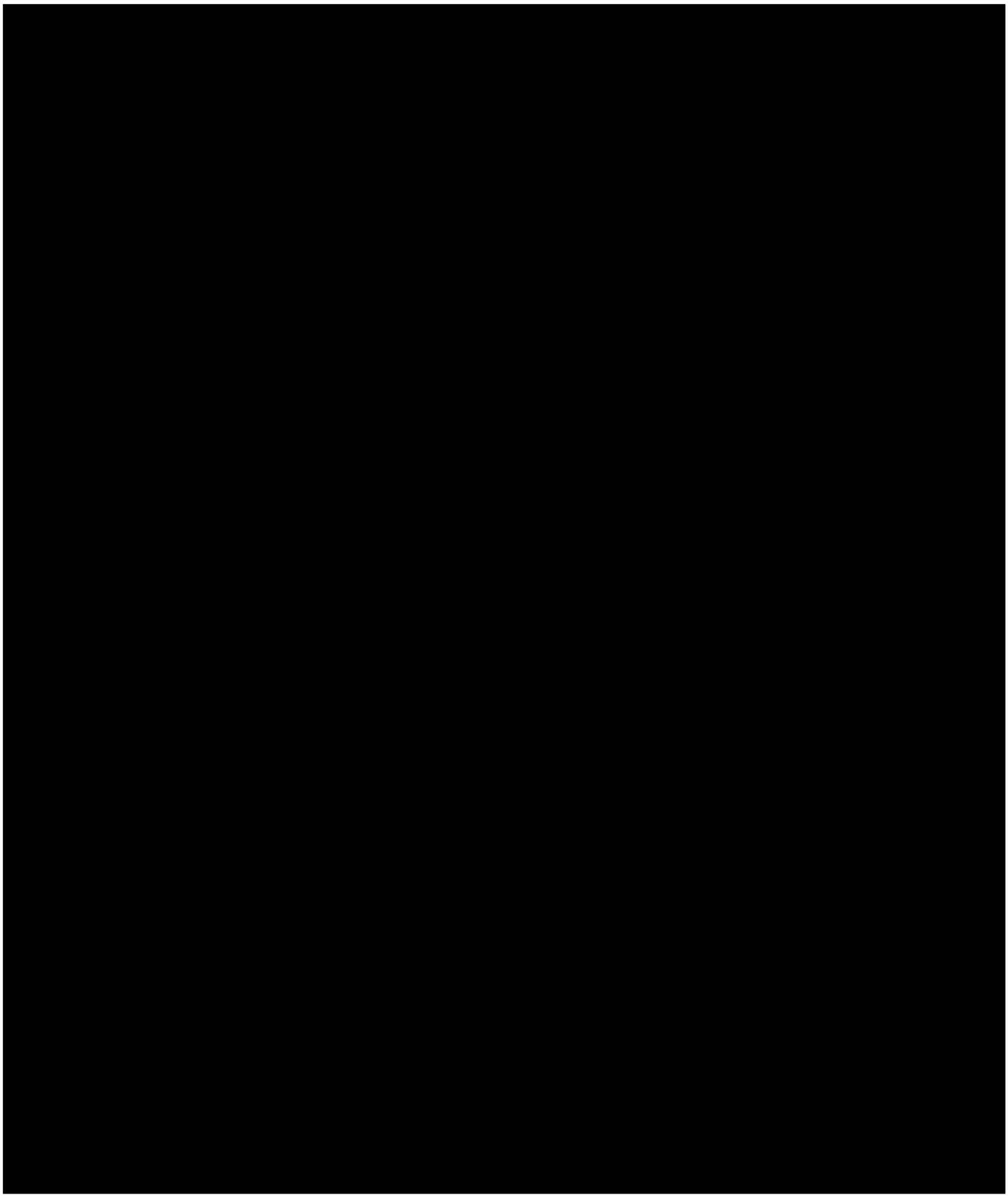


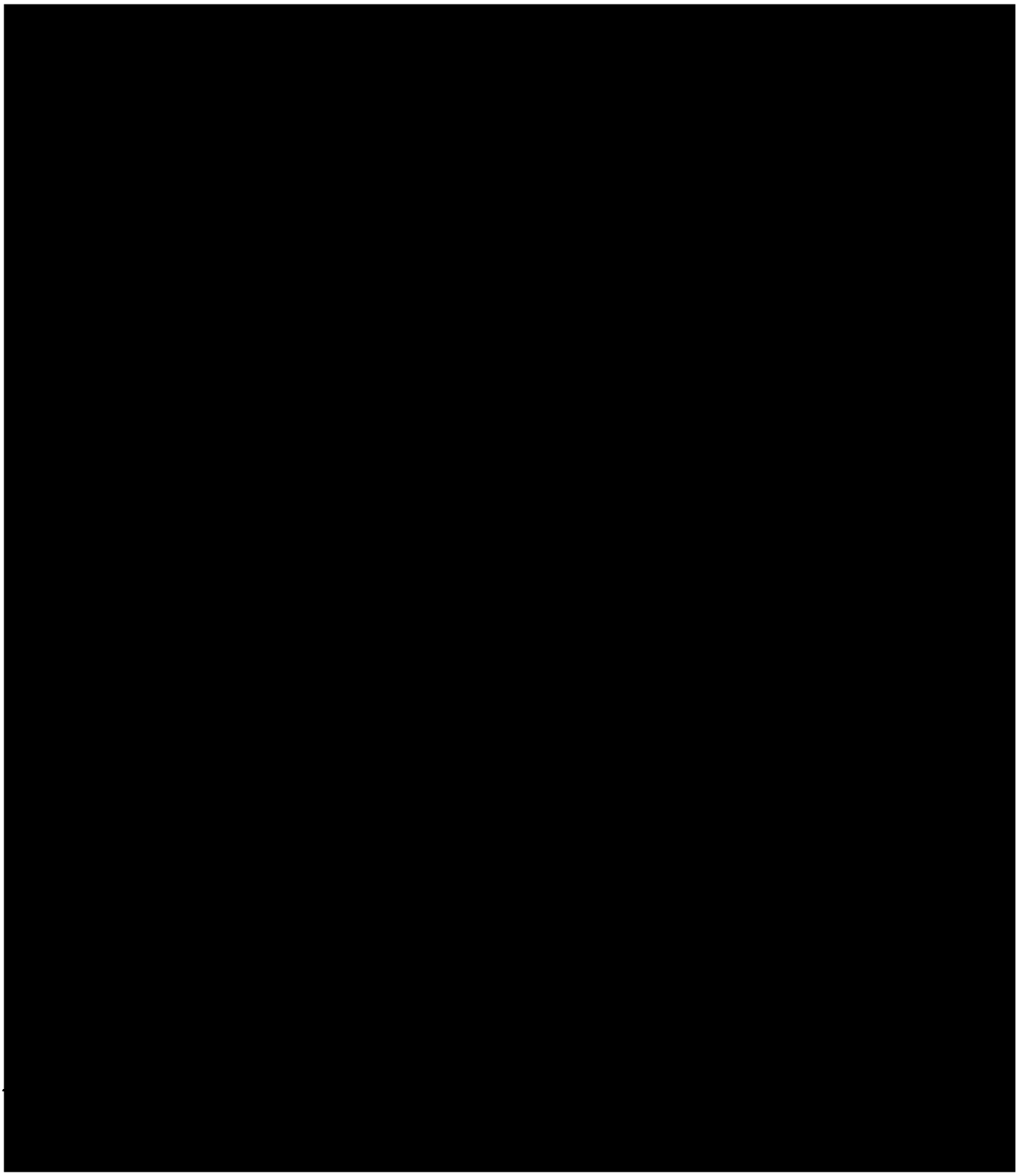


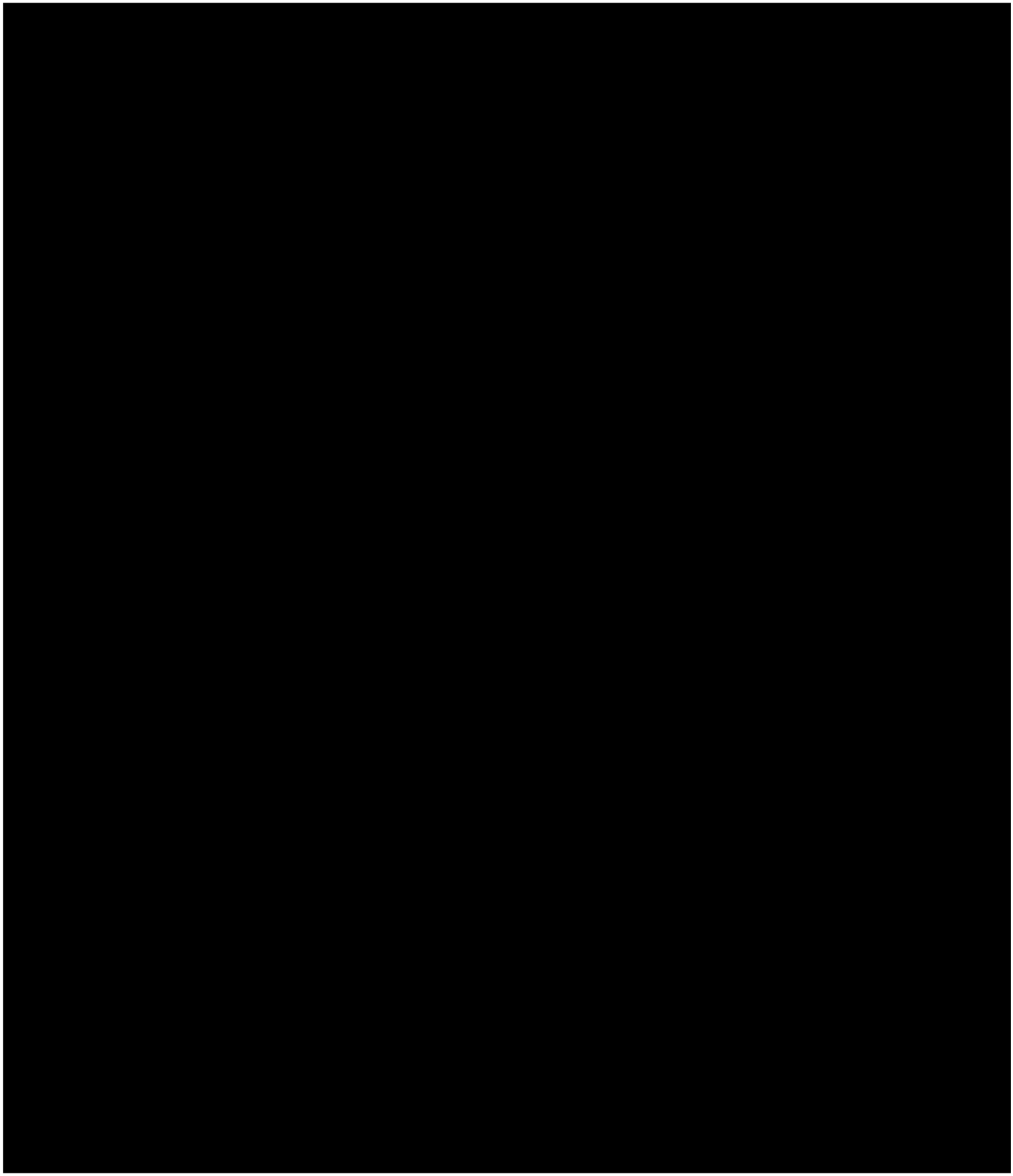


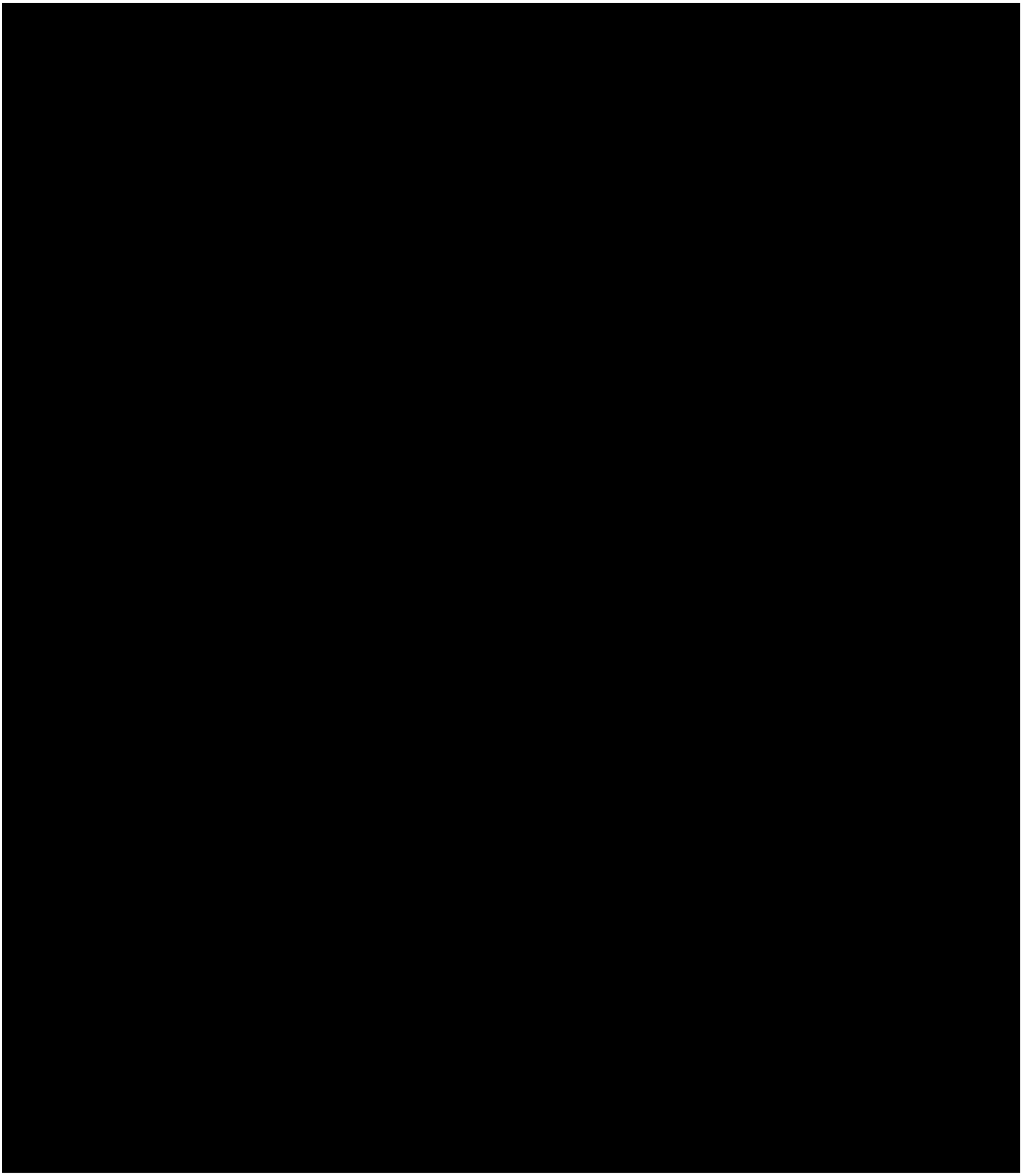


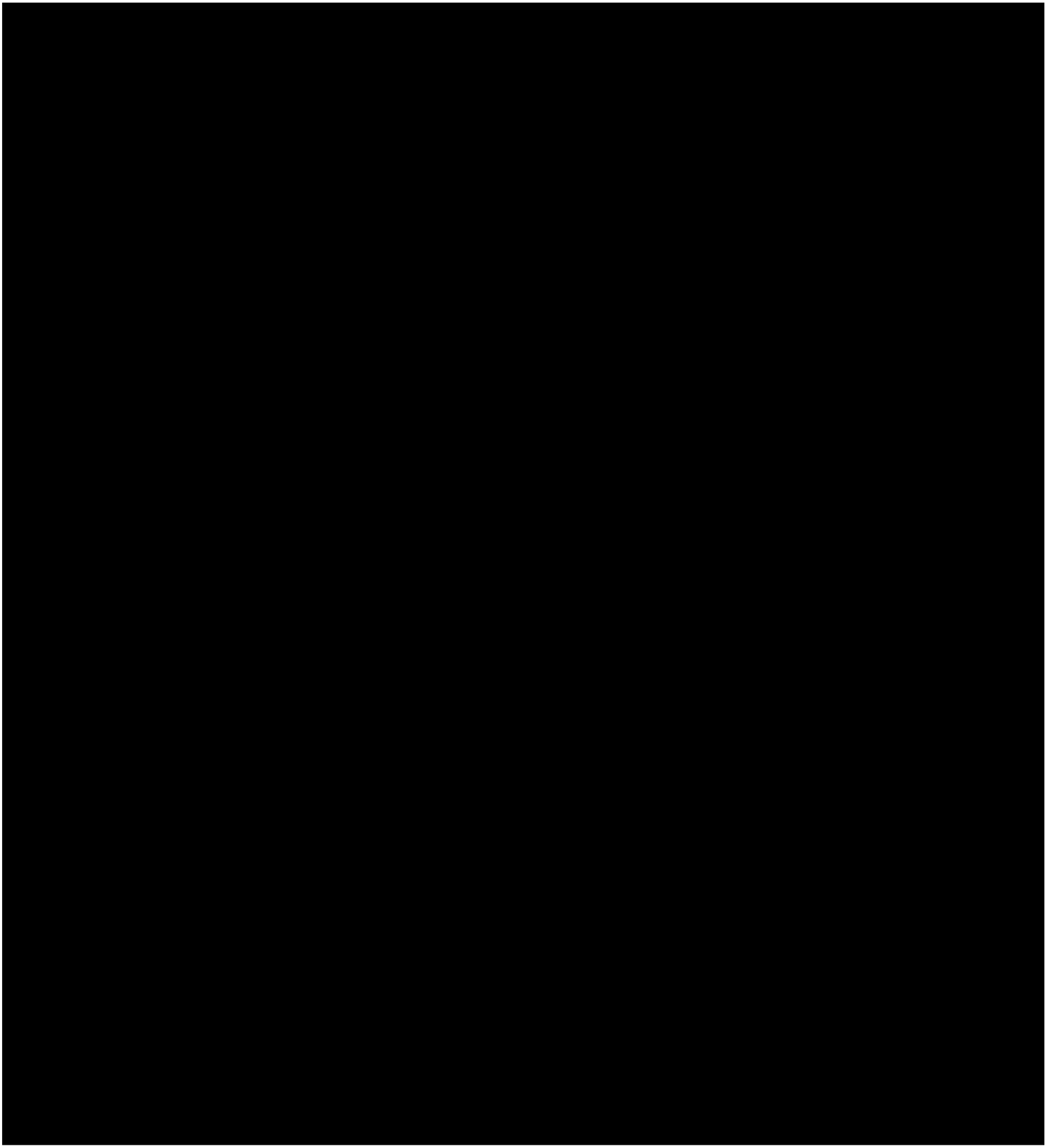


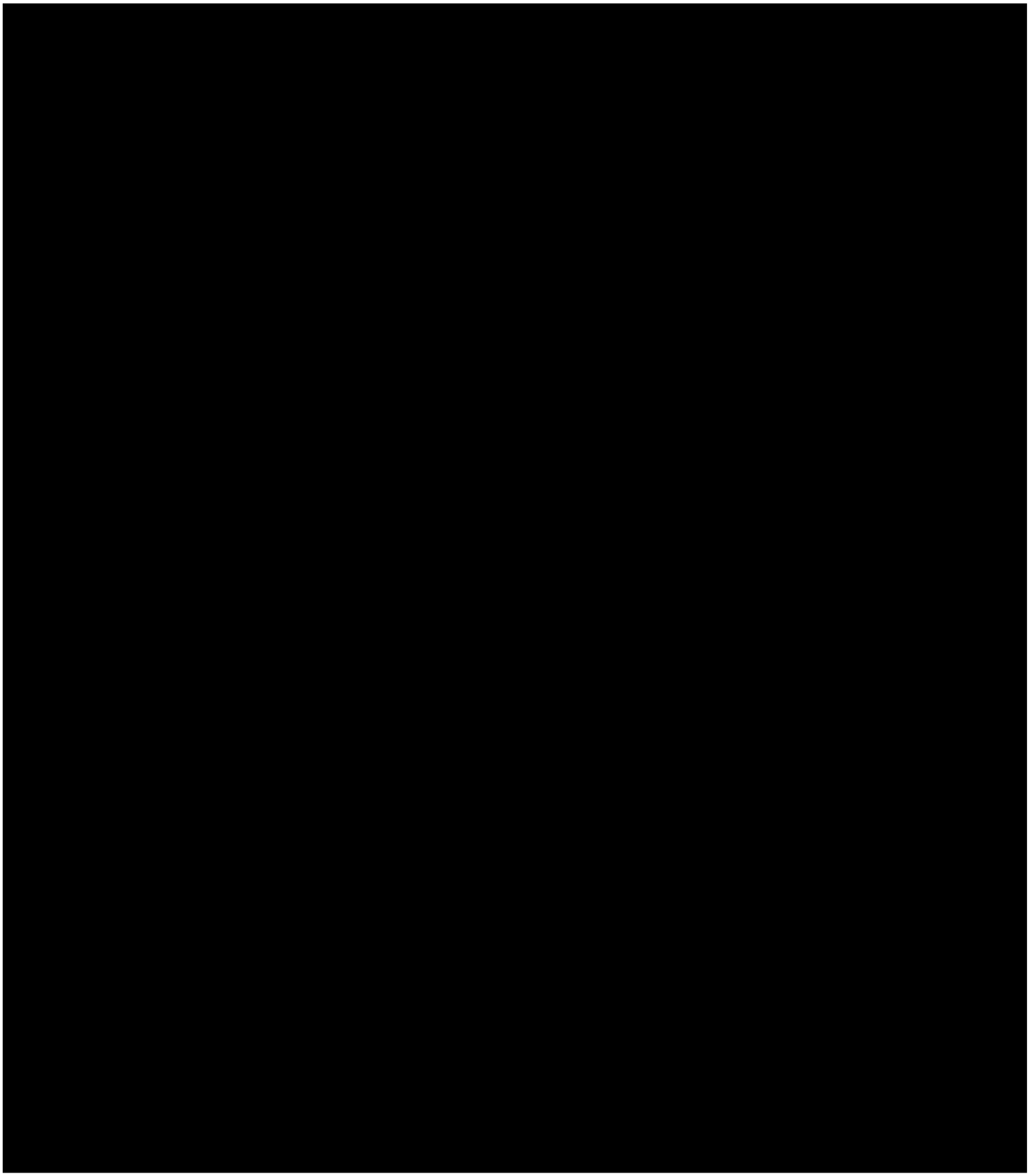


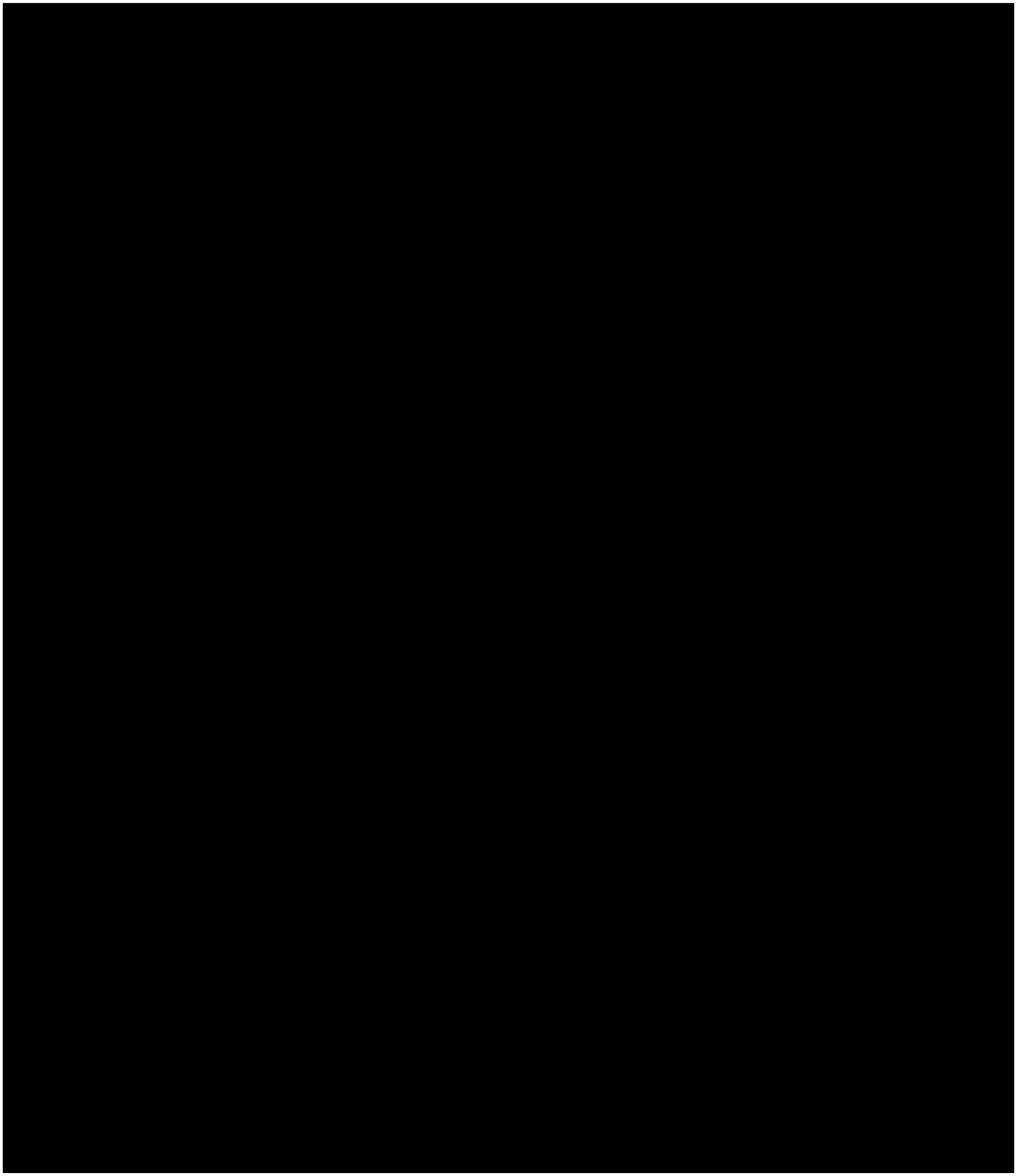


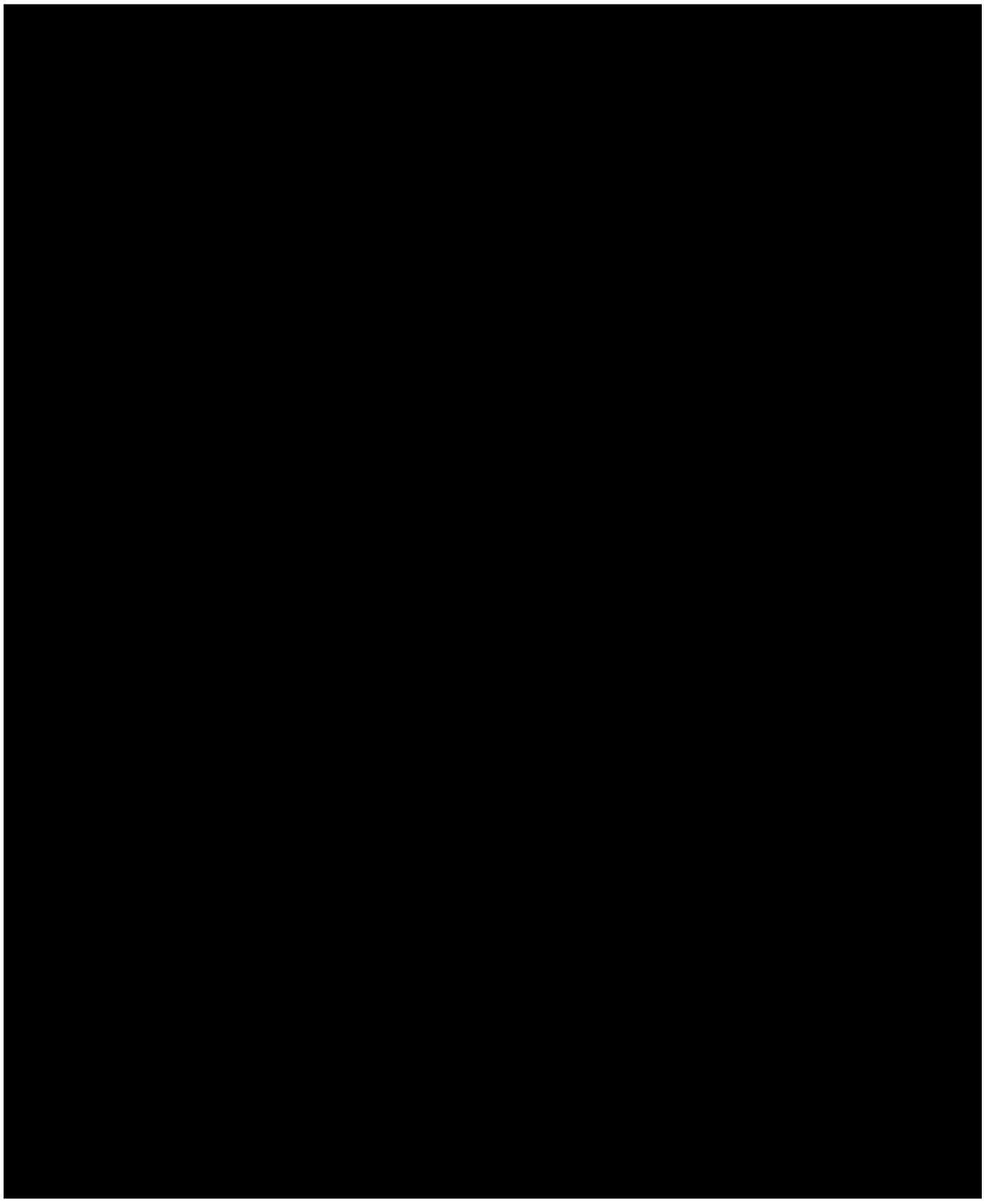






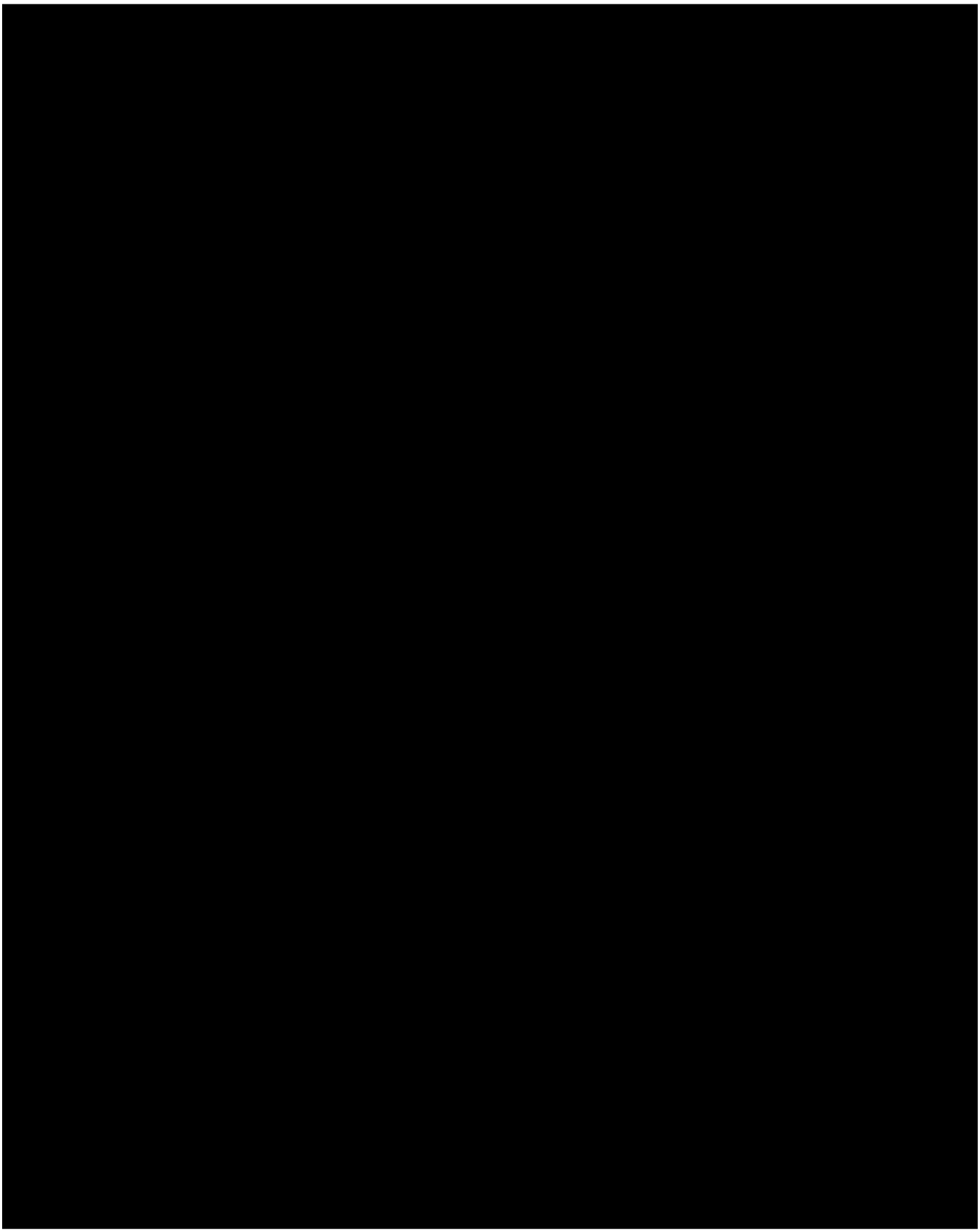


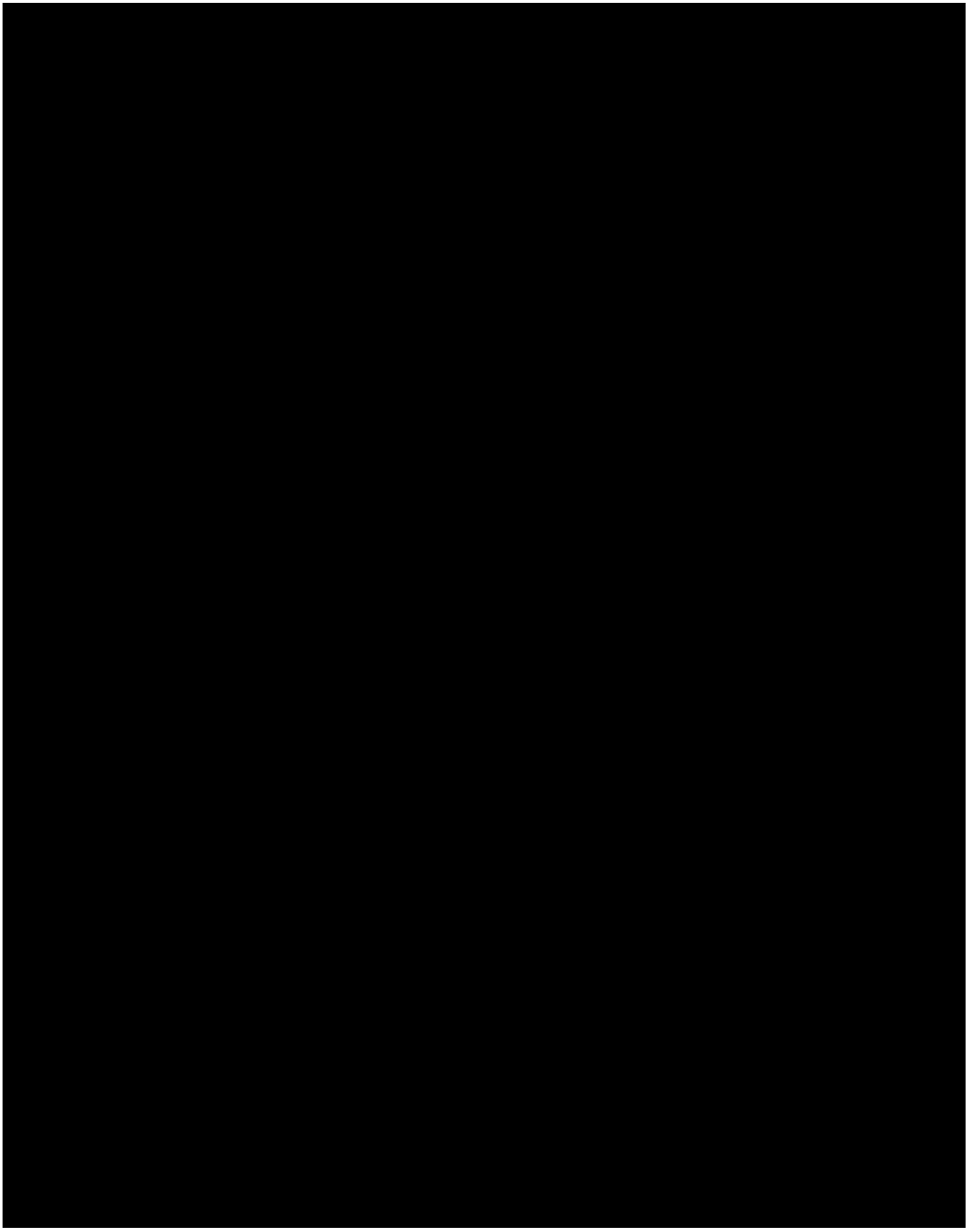


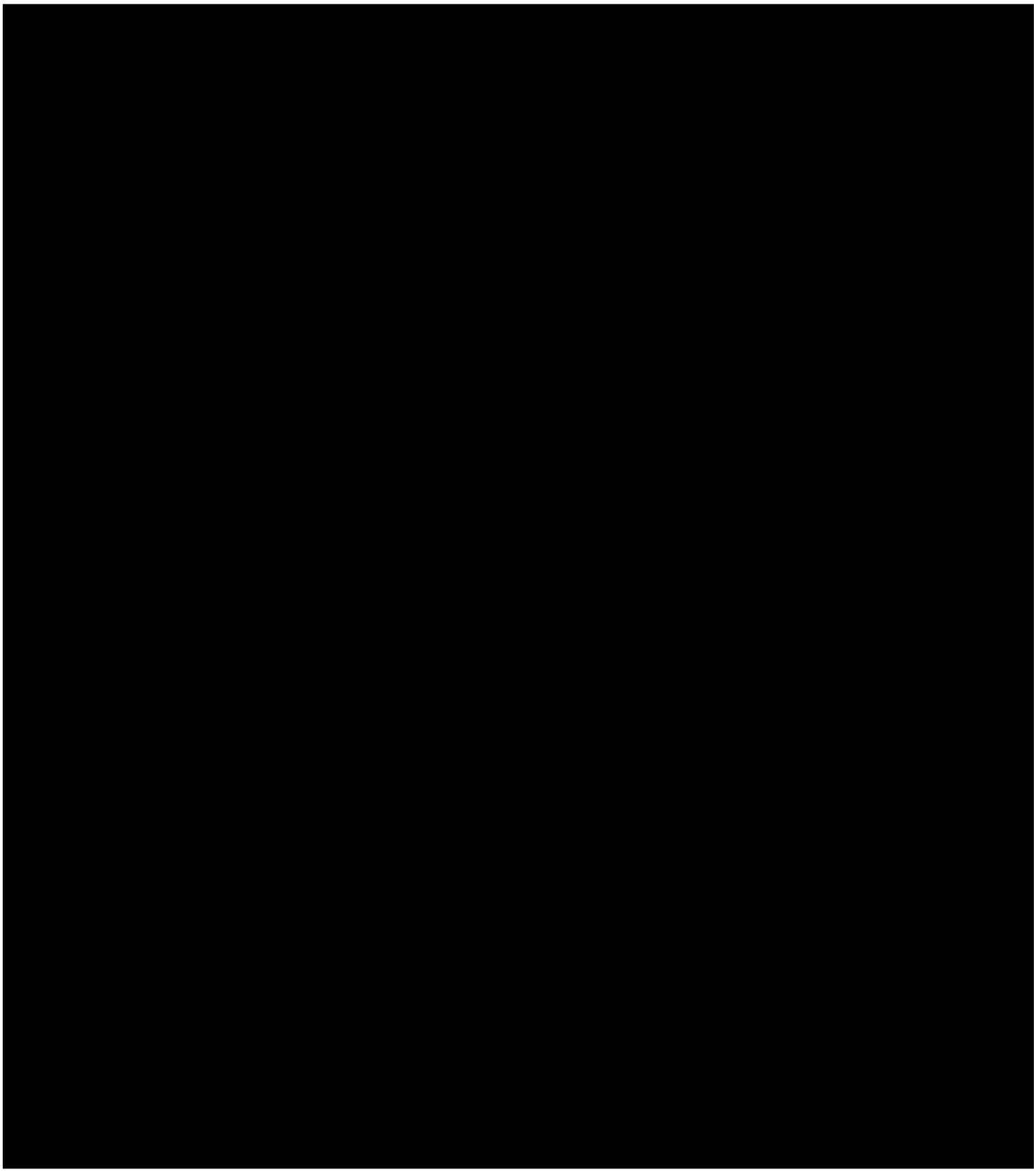


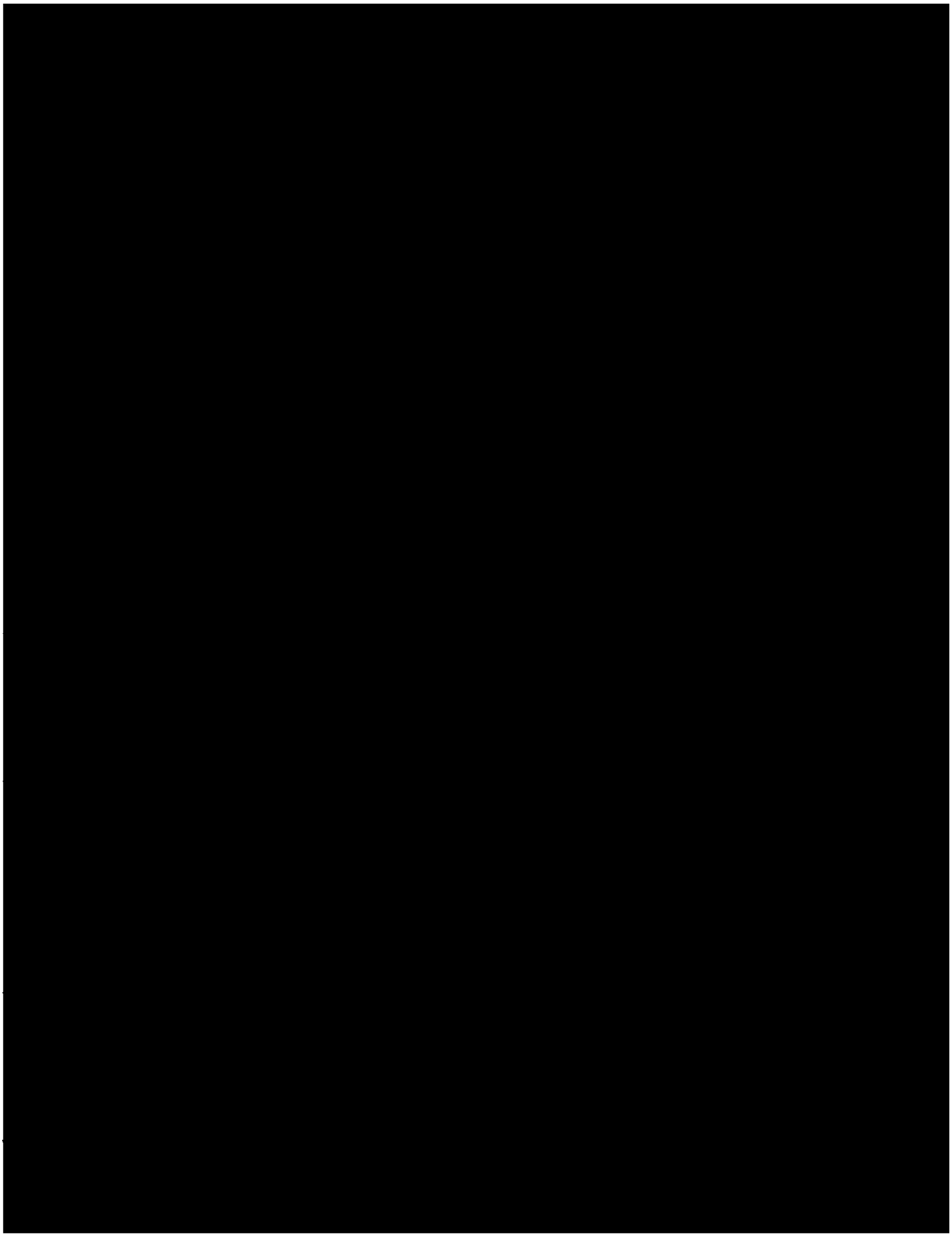


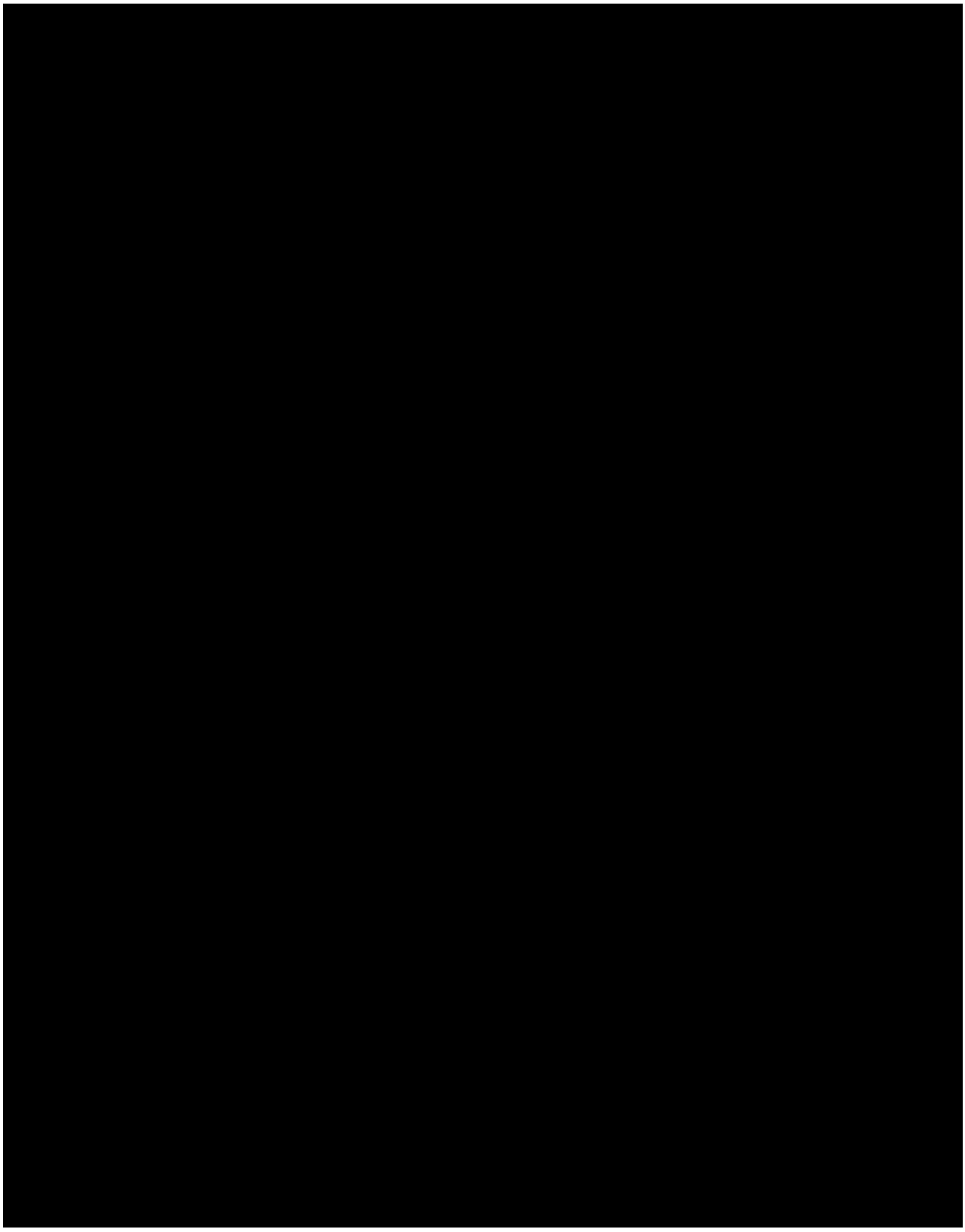


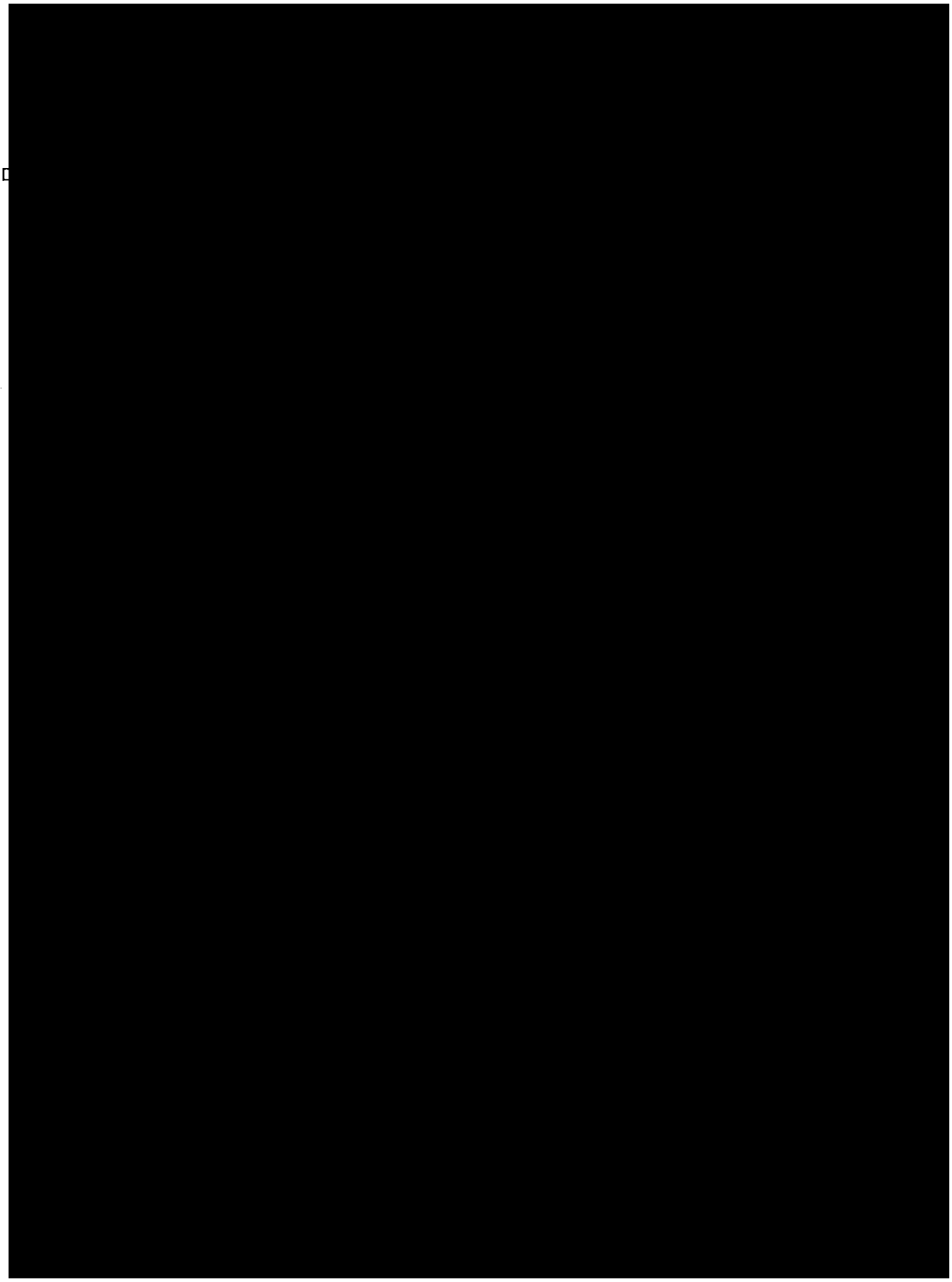


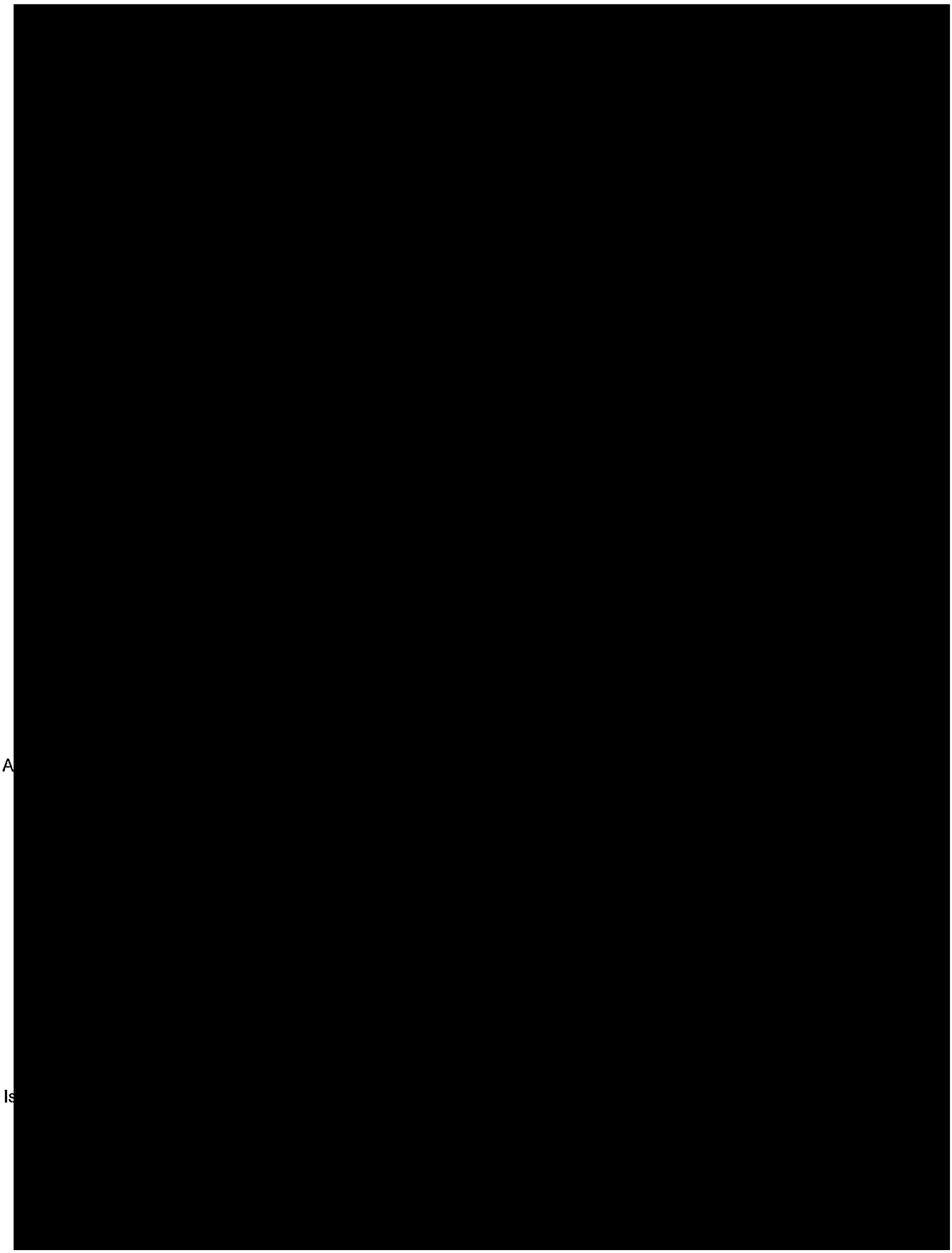


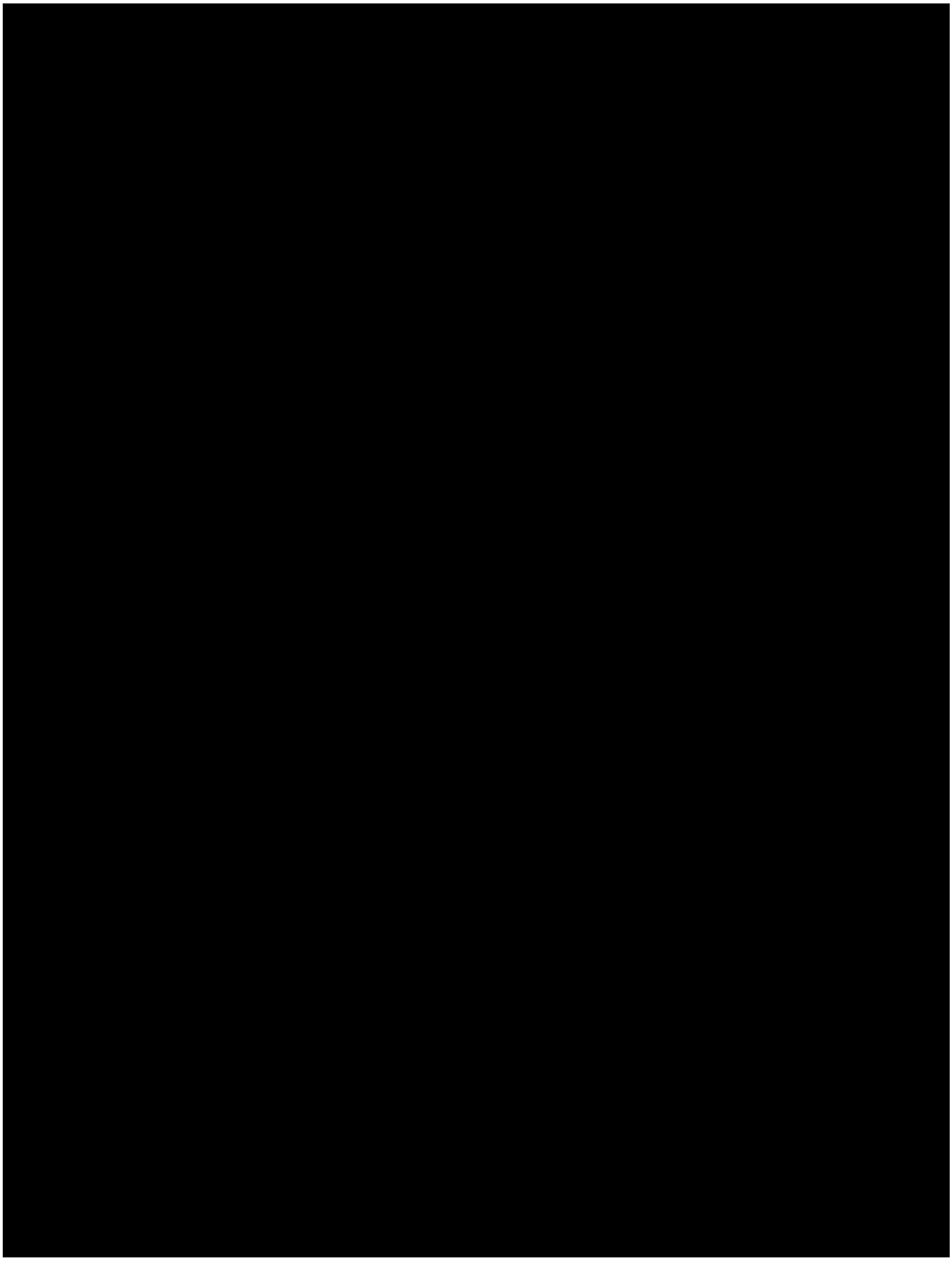


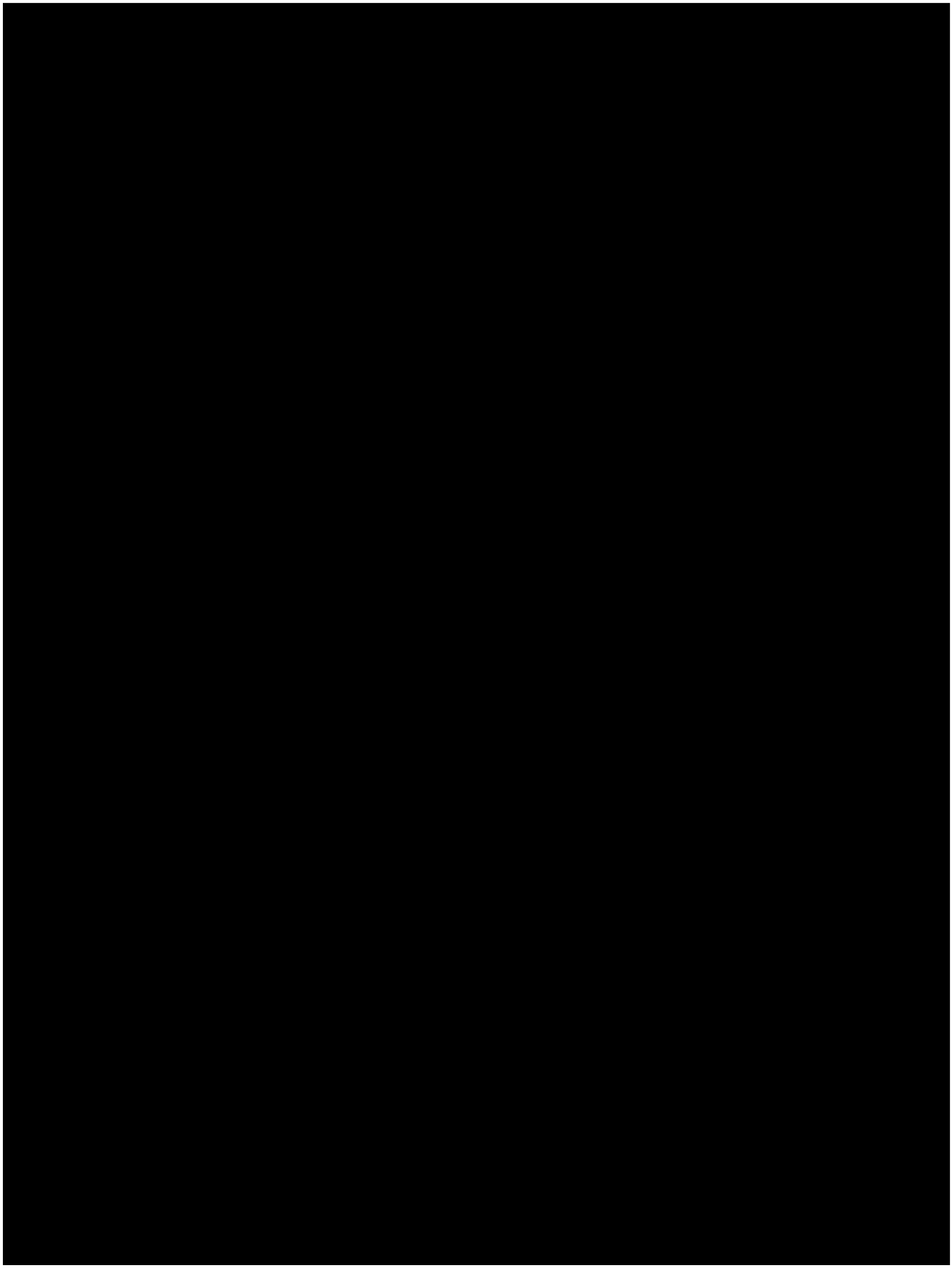


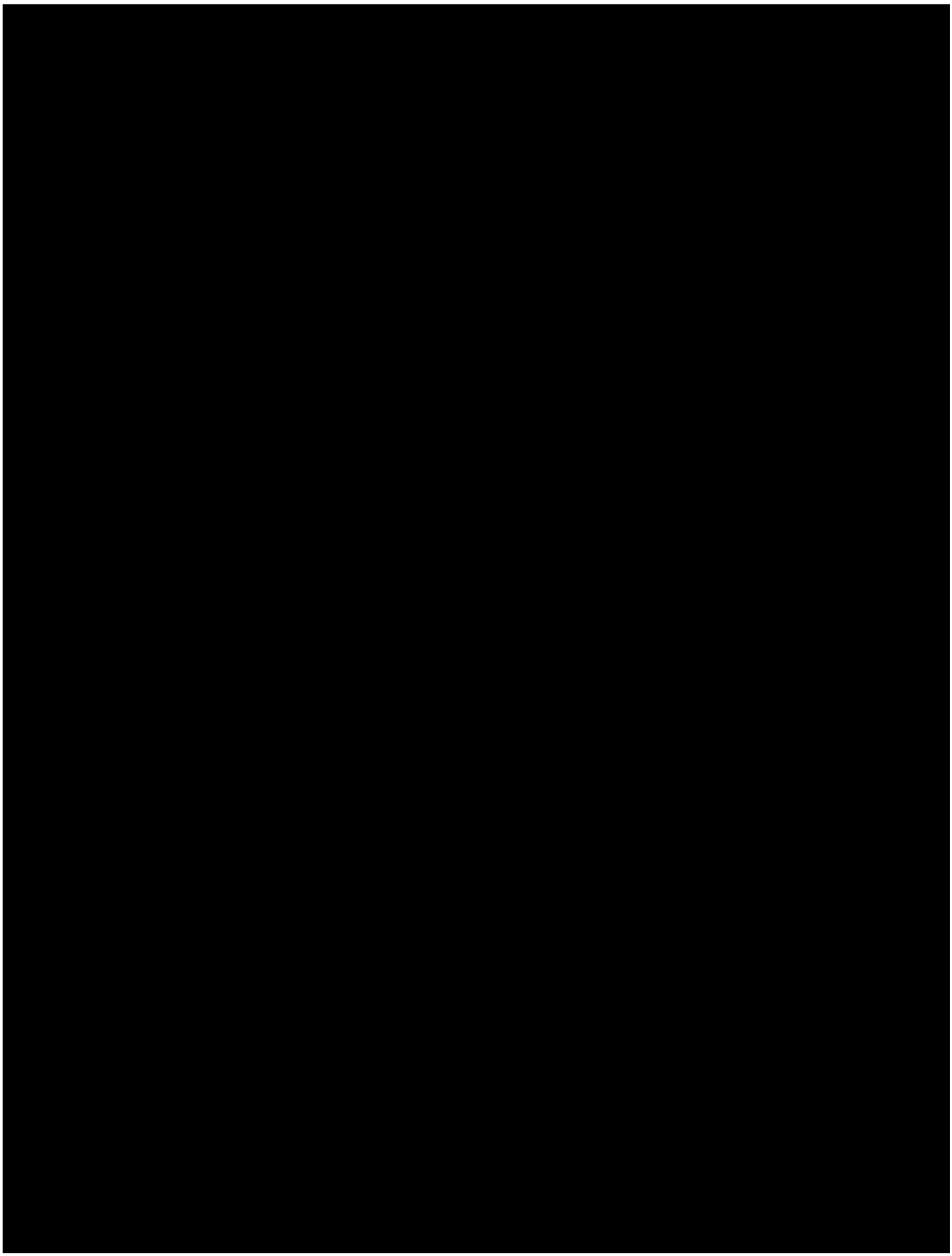


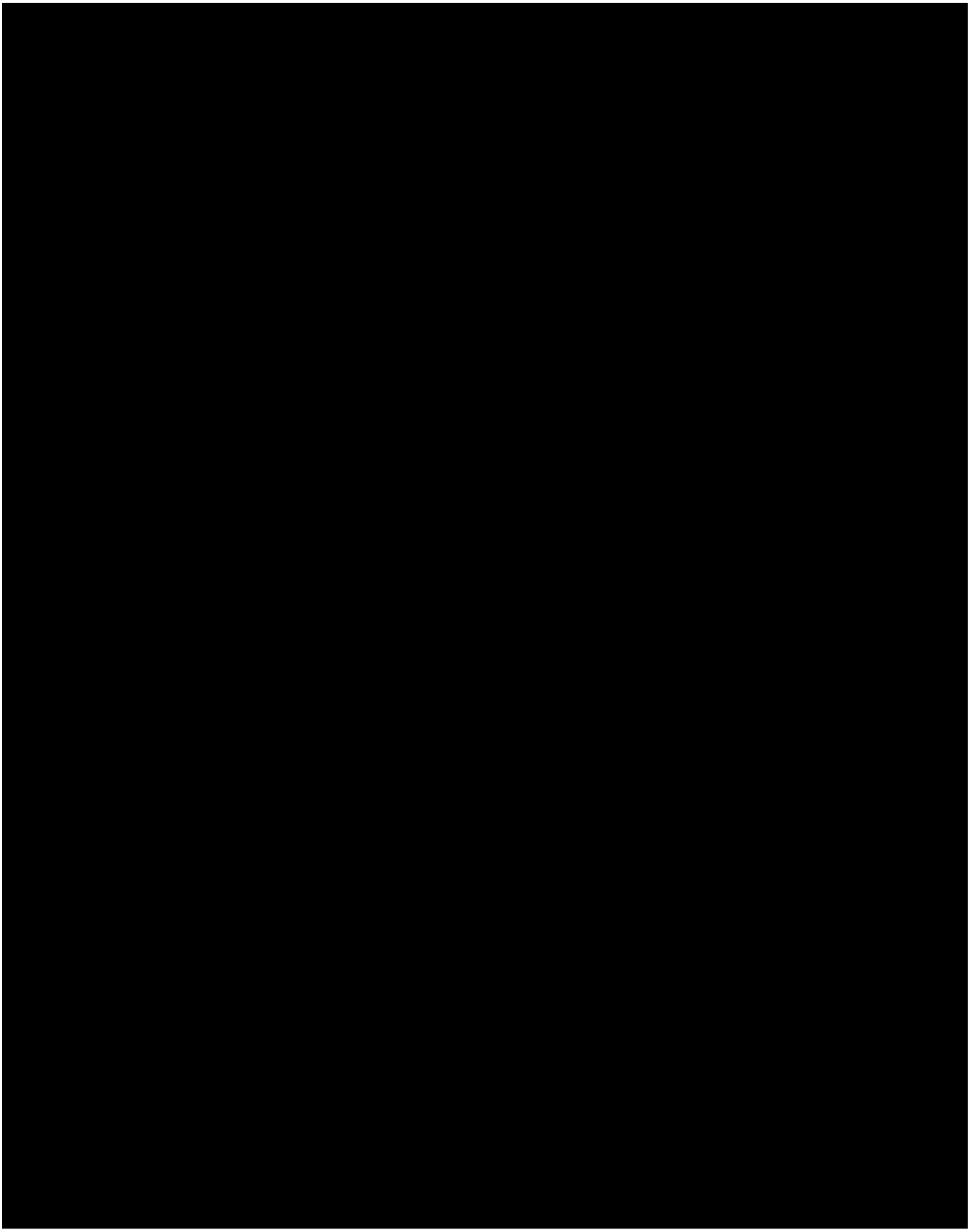


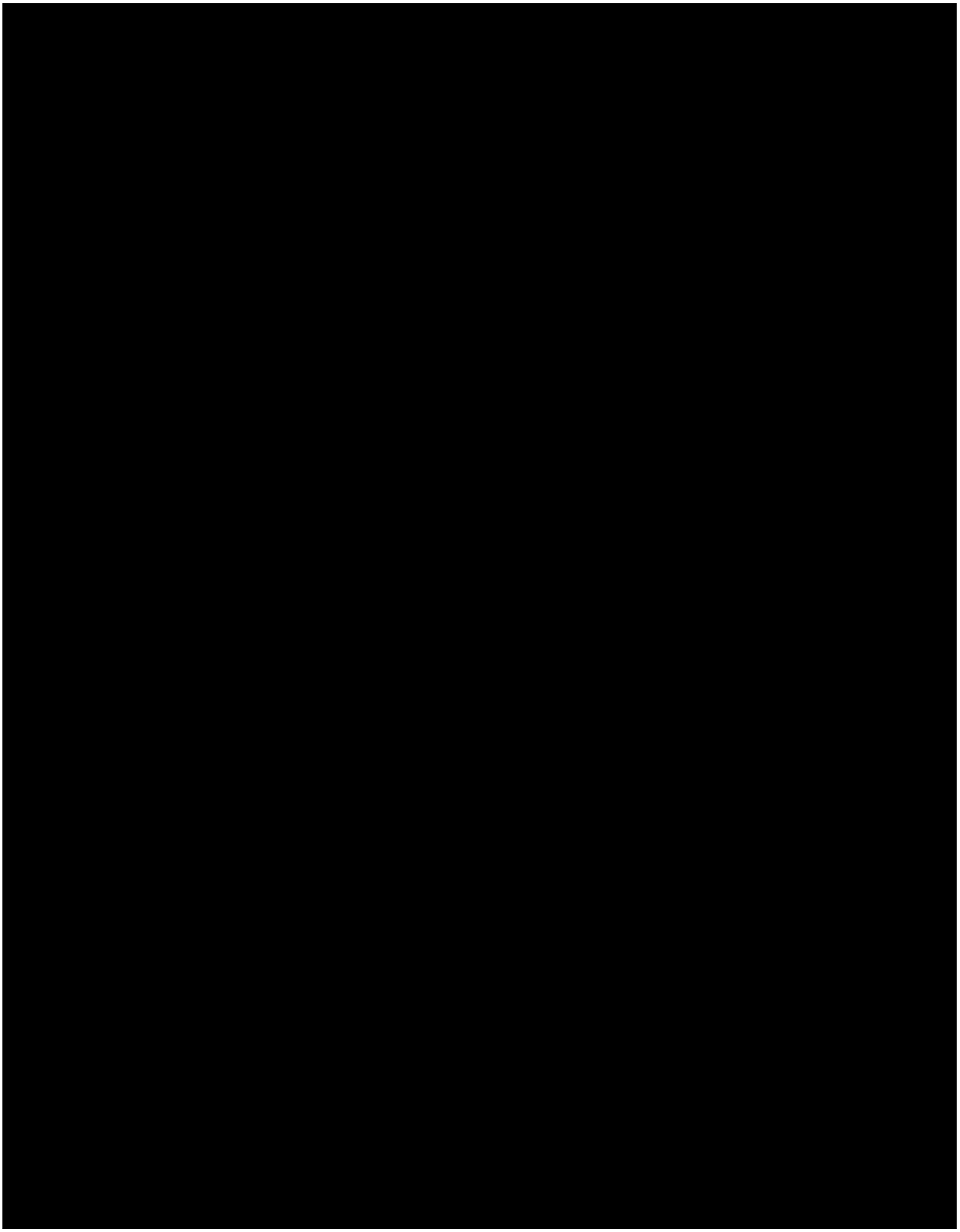


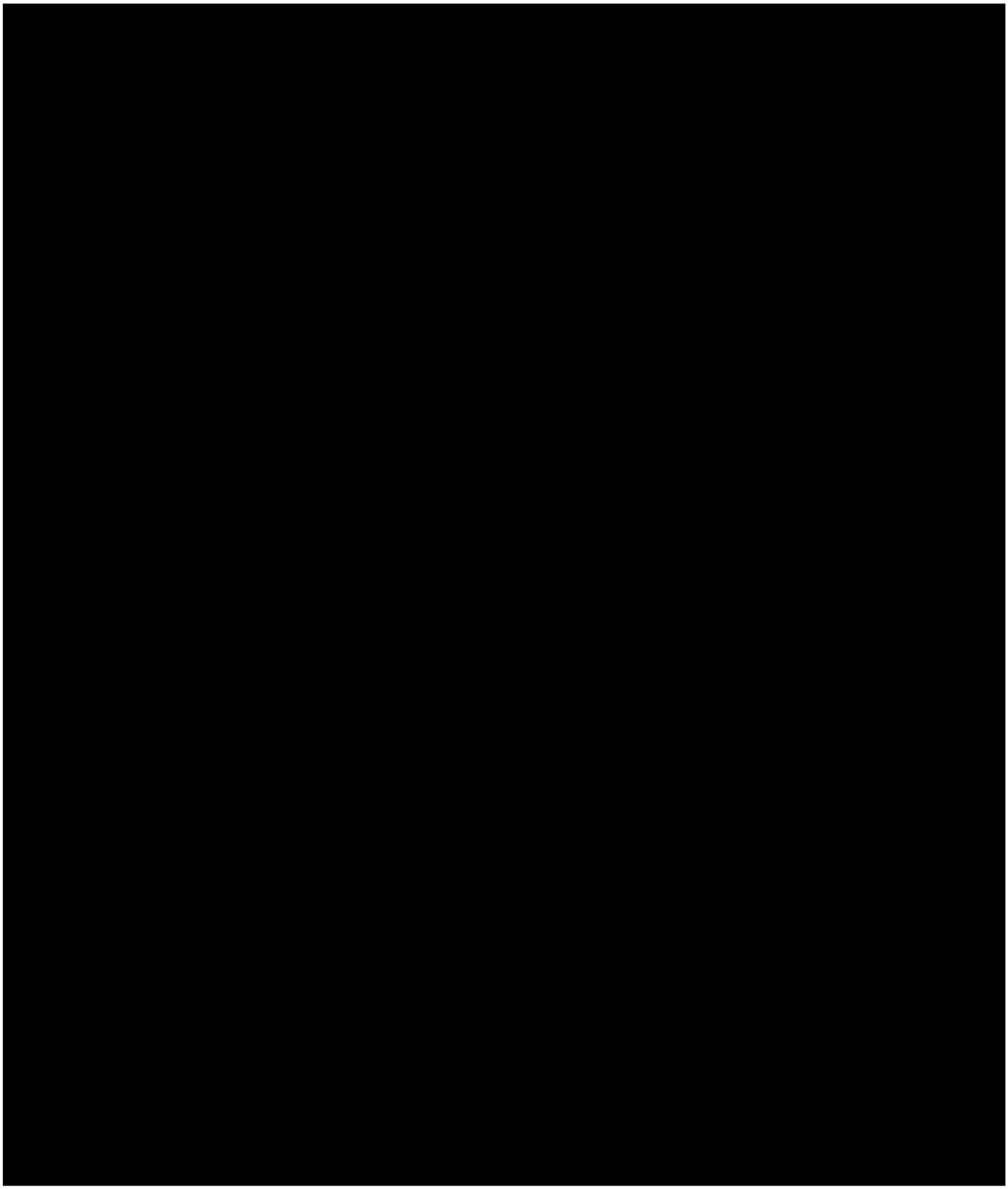


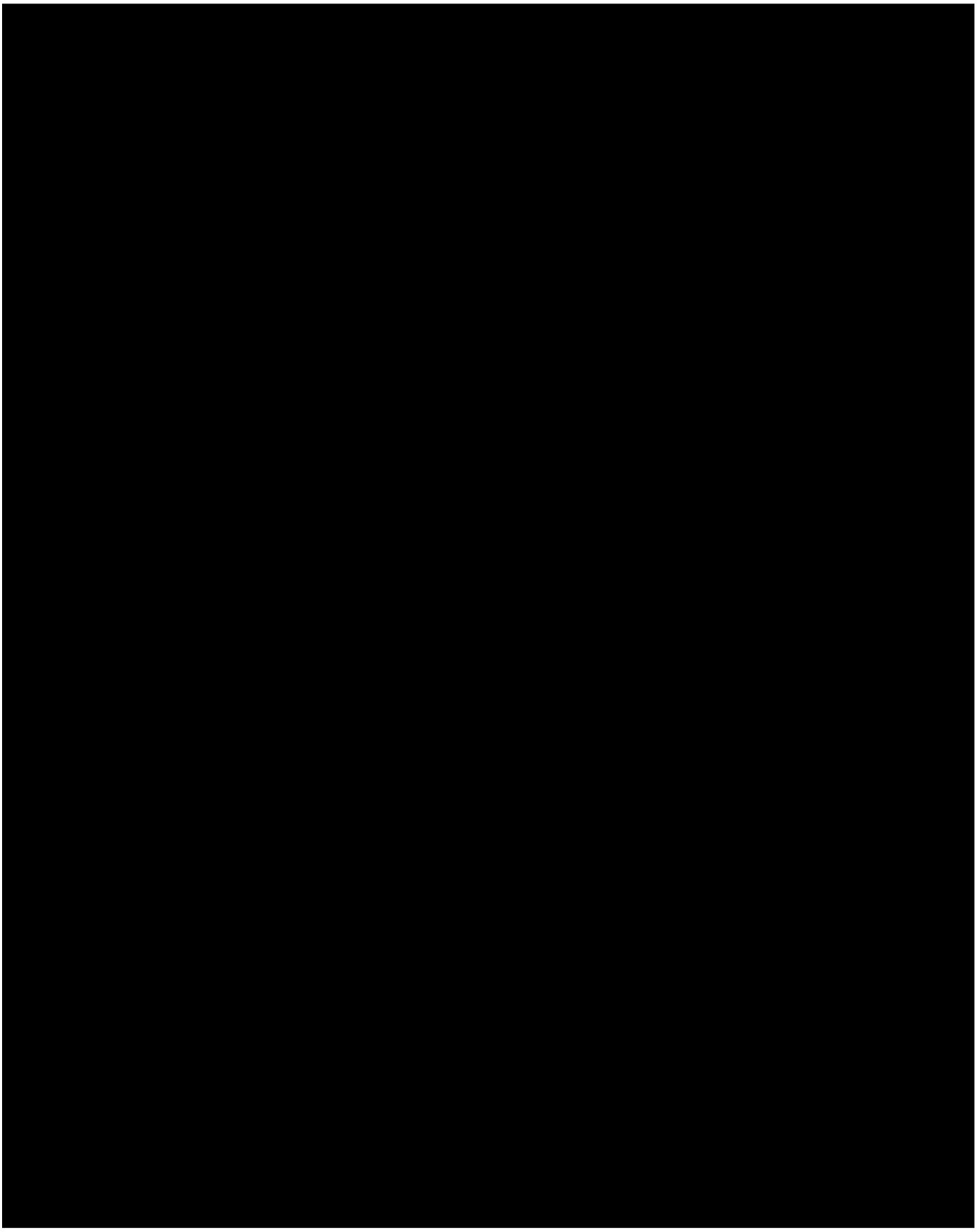


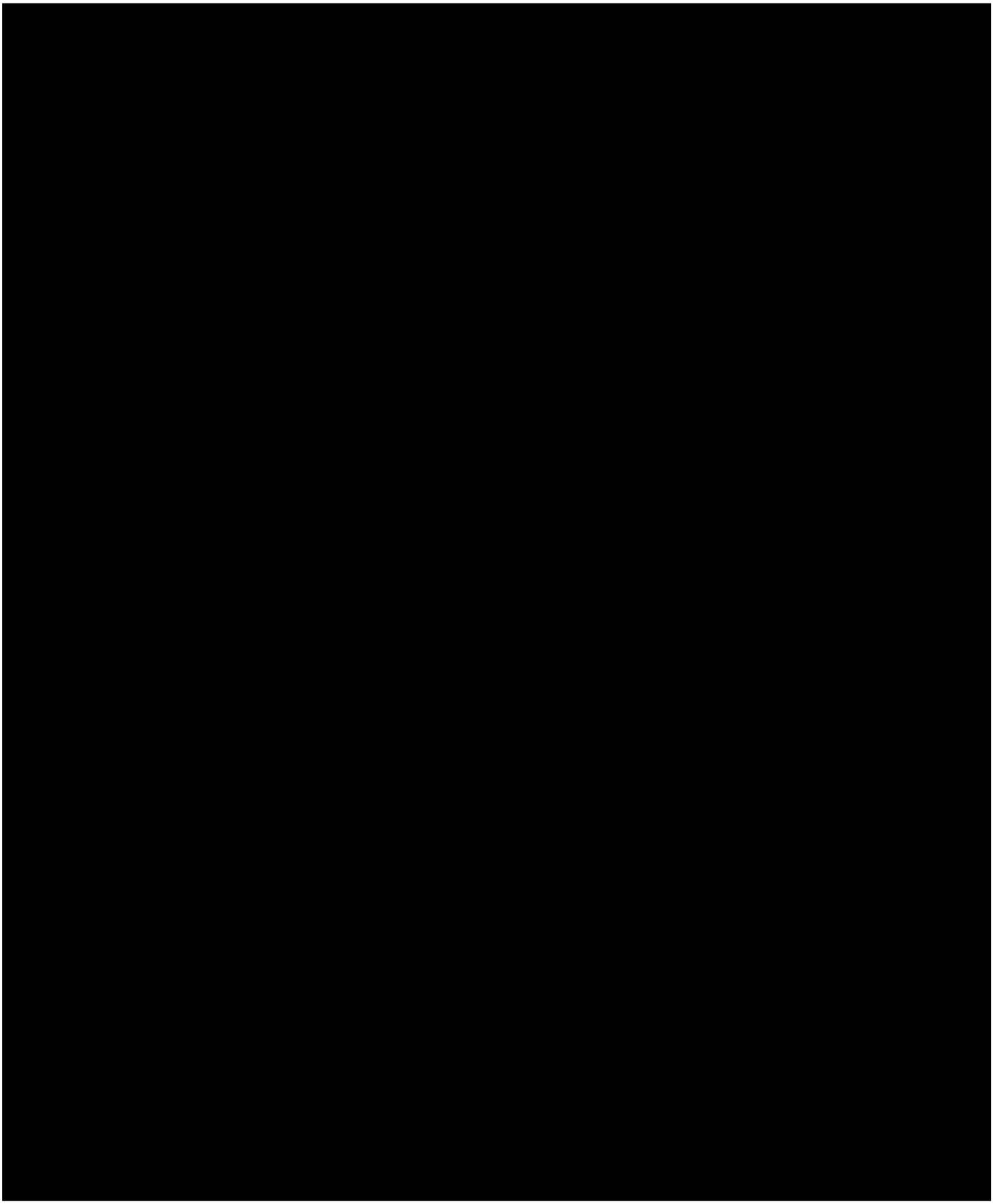


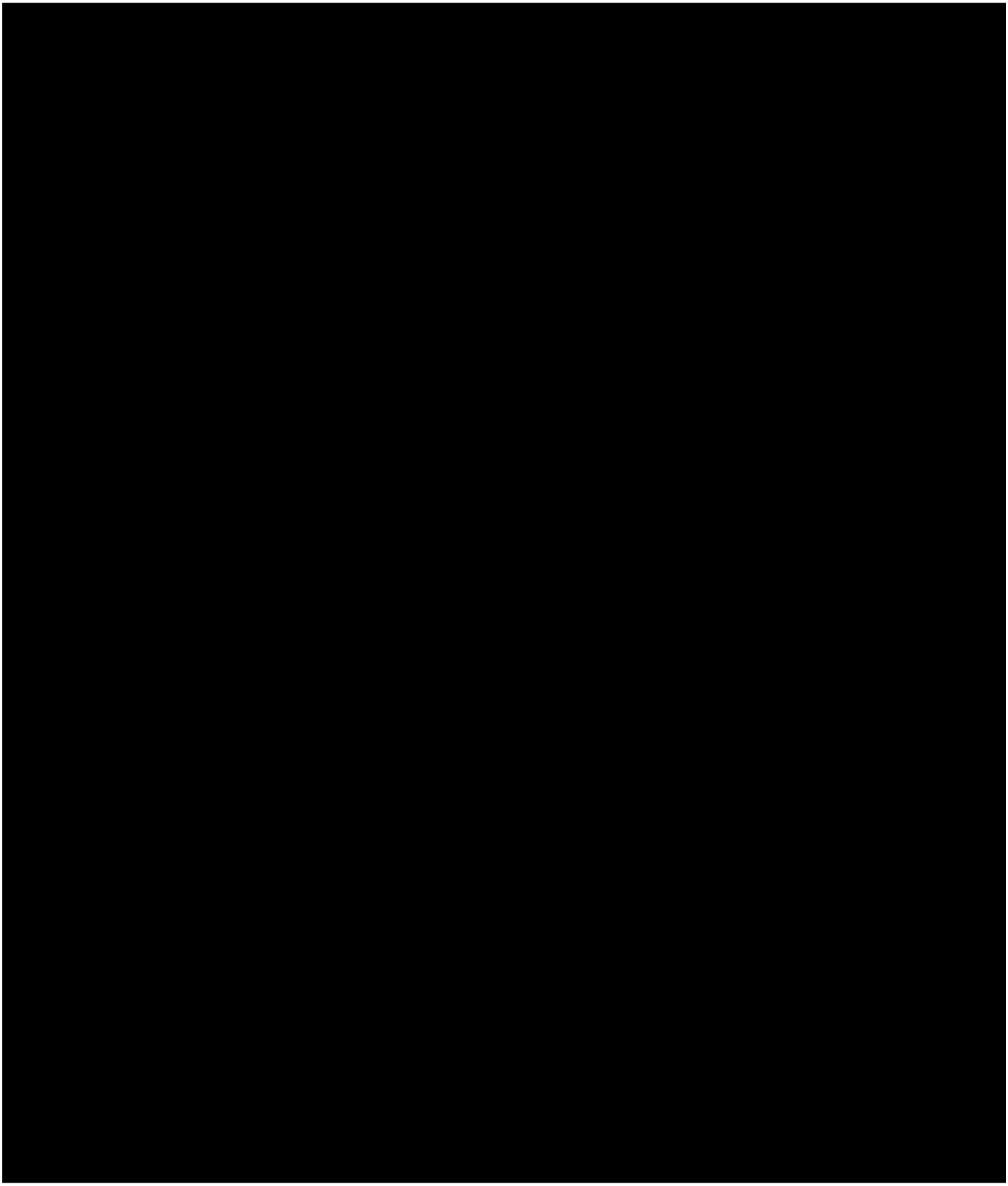


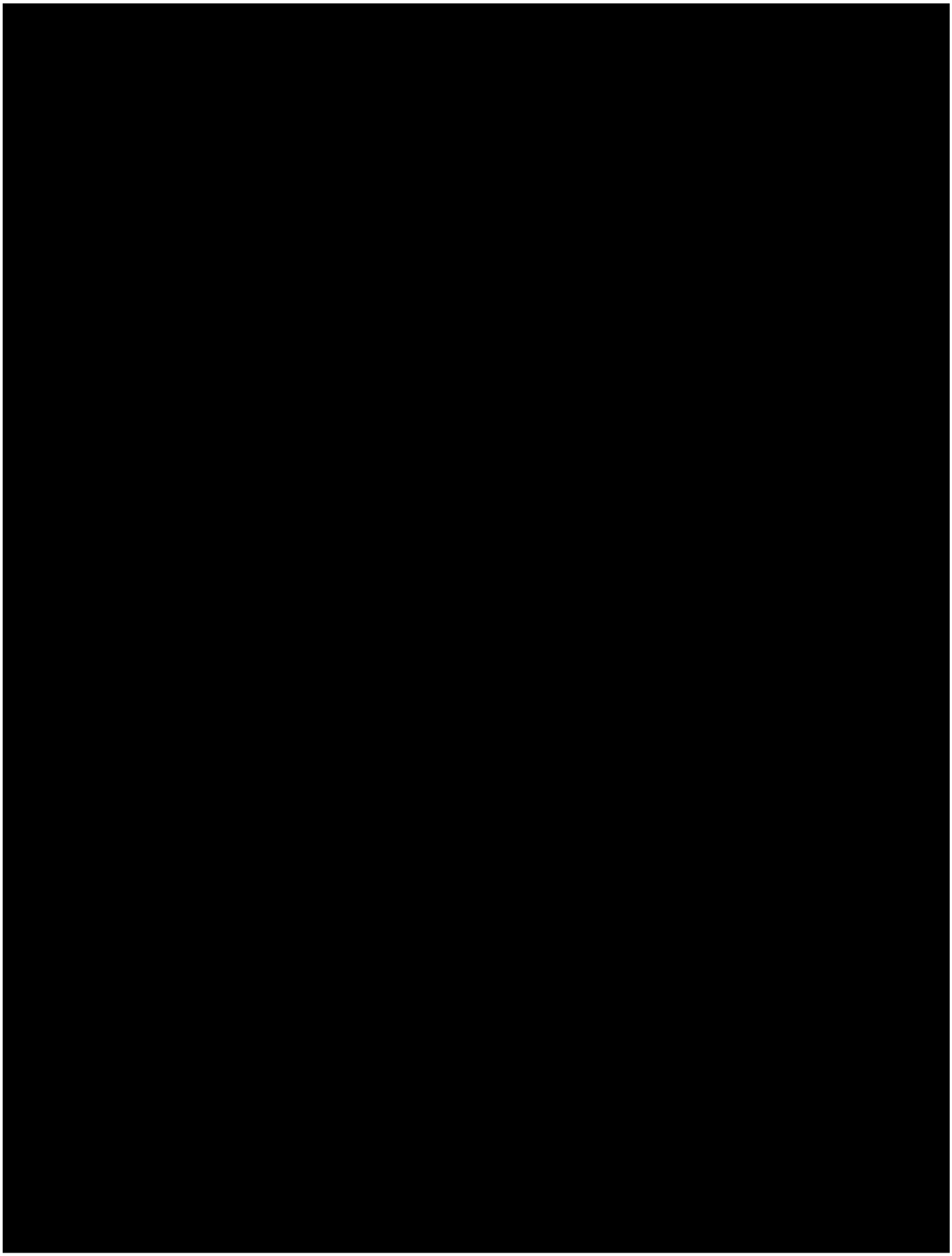


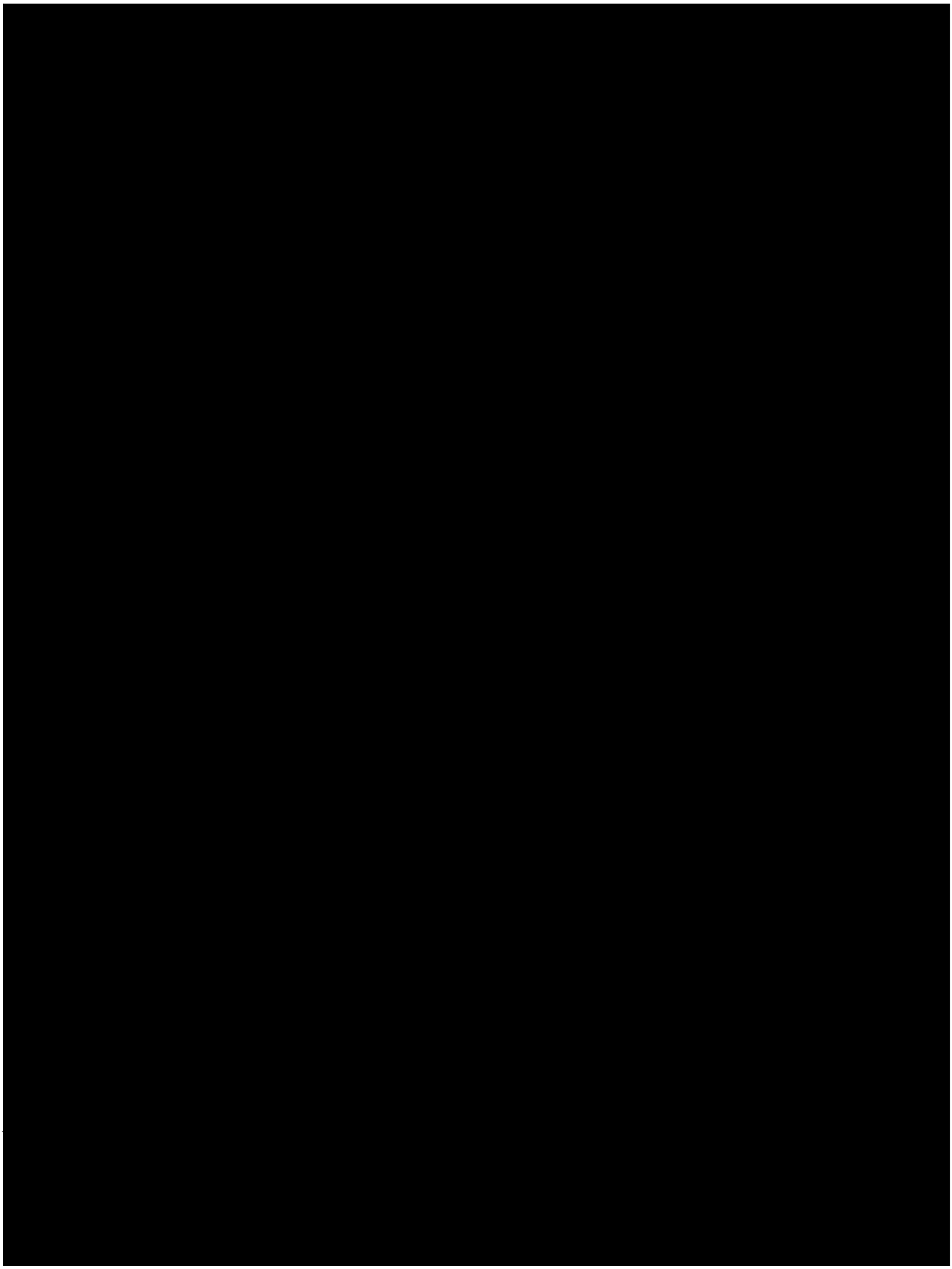


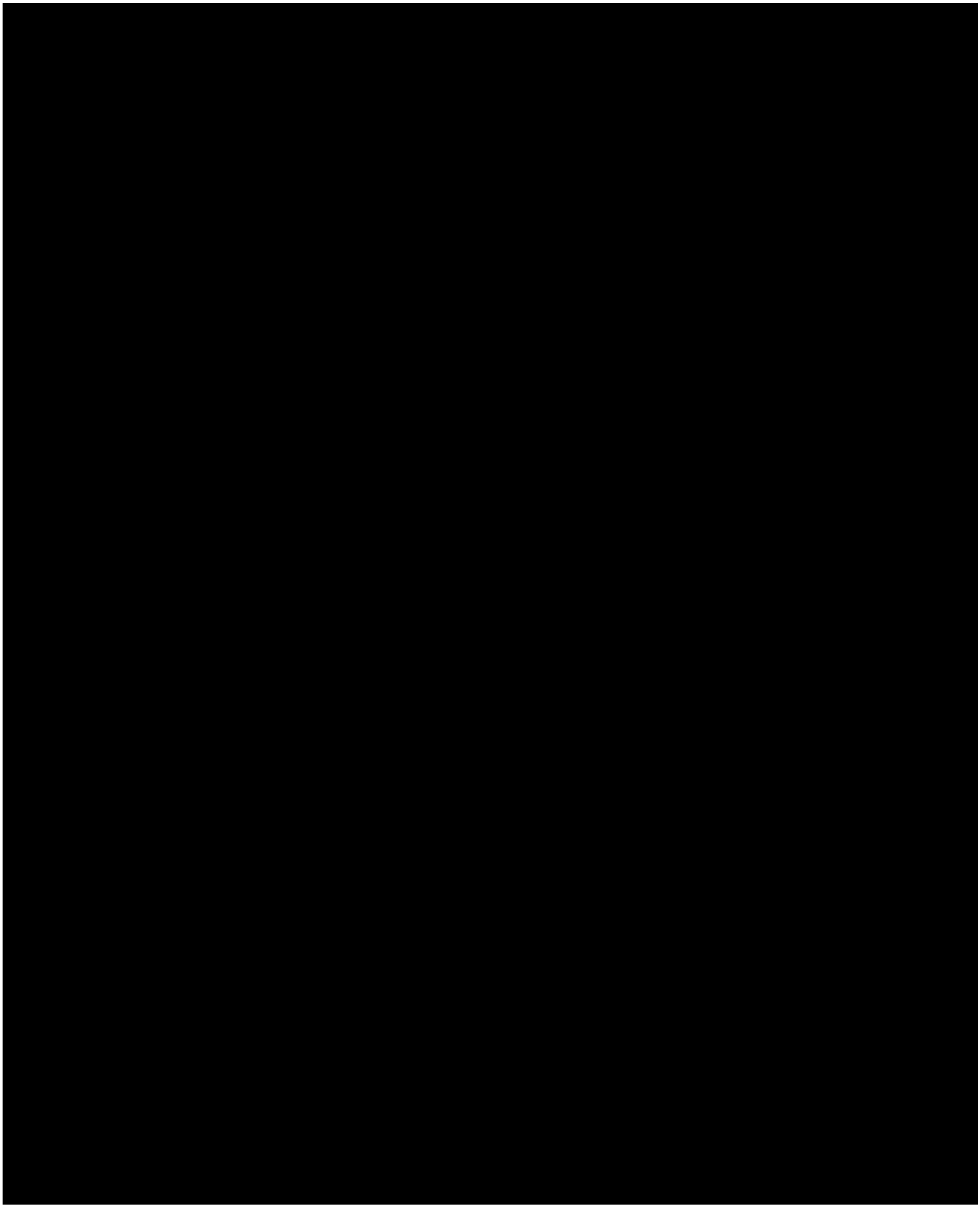




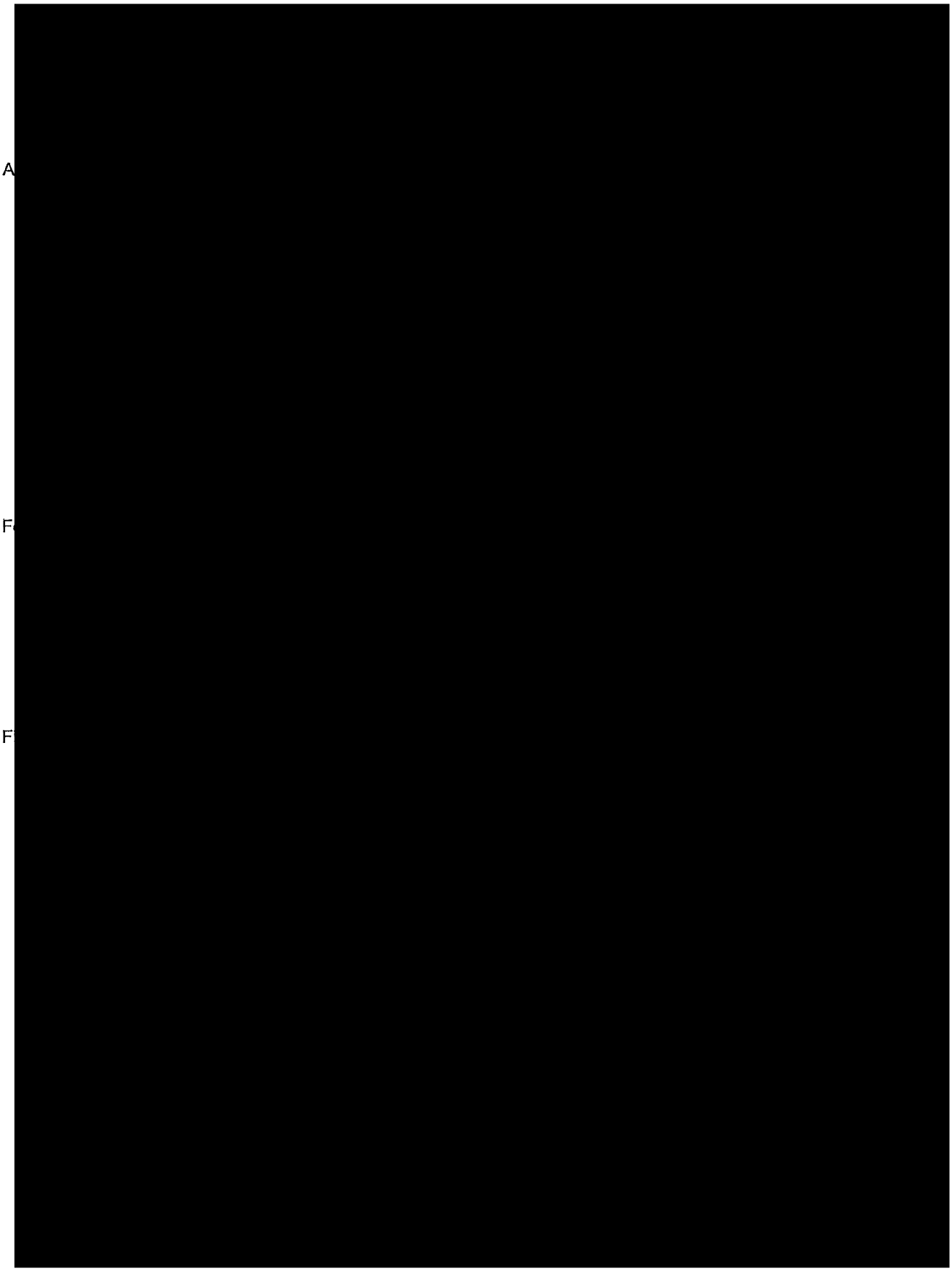






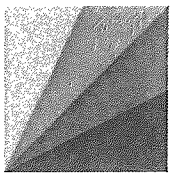












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MORRISON BROWN ARGIZ & FARRA, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

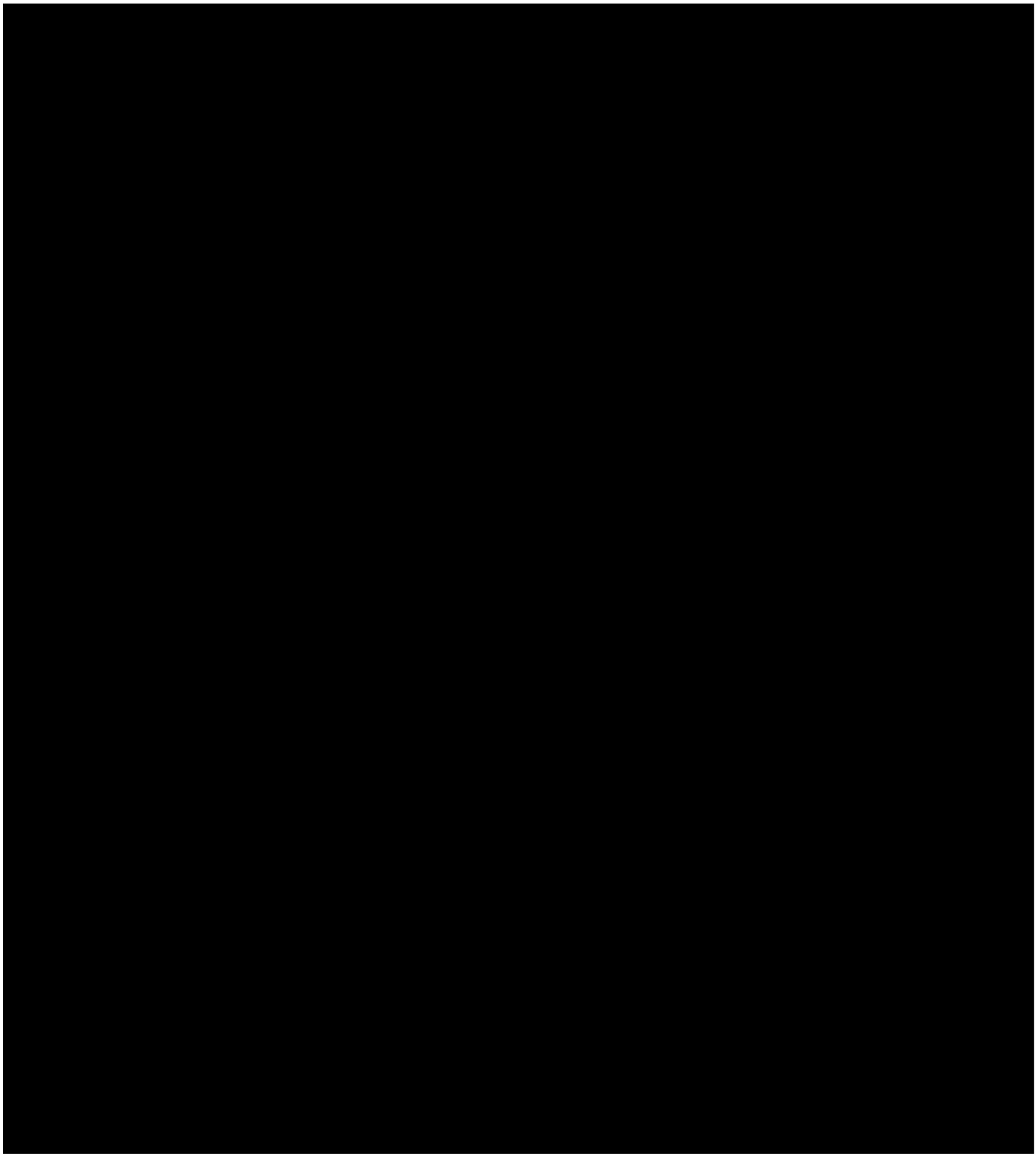
JOSHUA BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006

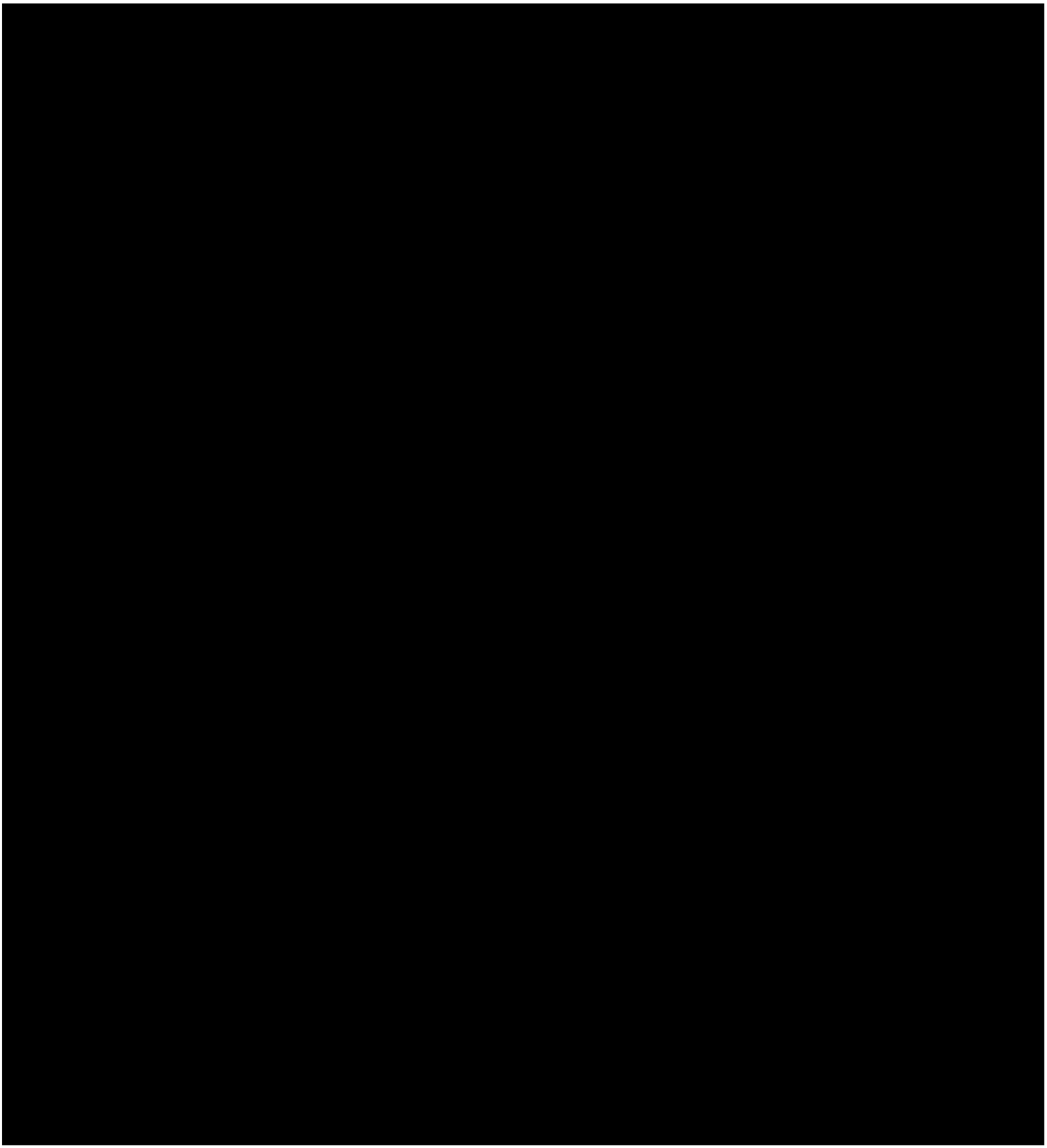
SUMMARY OF ACCOUNT FOR THE PERIOD 7/30/2010 THROUGH 5/26/2014

Miami | Ft. Lauderdale | Boca Raton | Orlando | Baltimore | Boulder | India

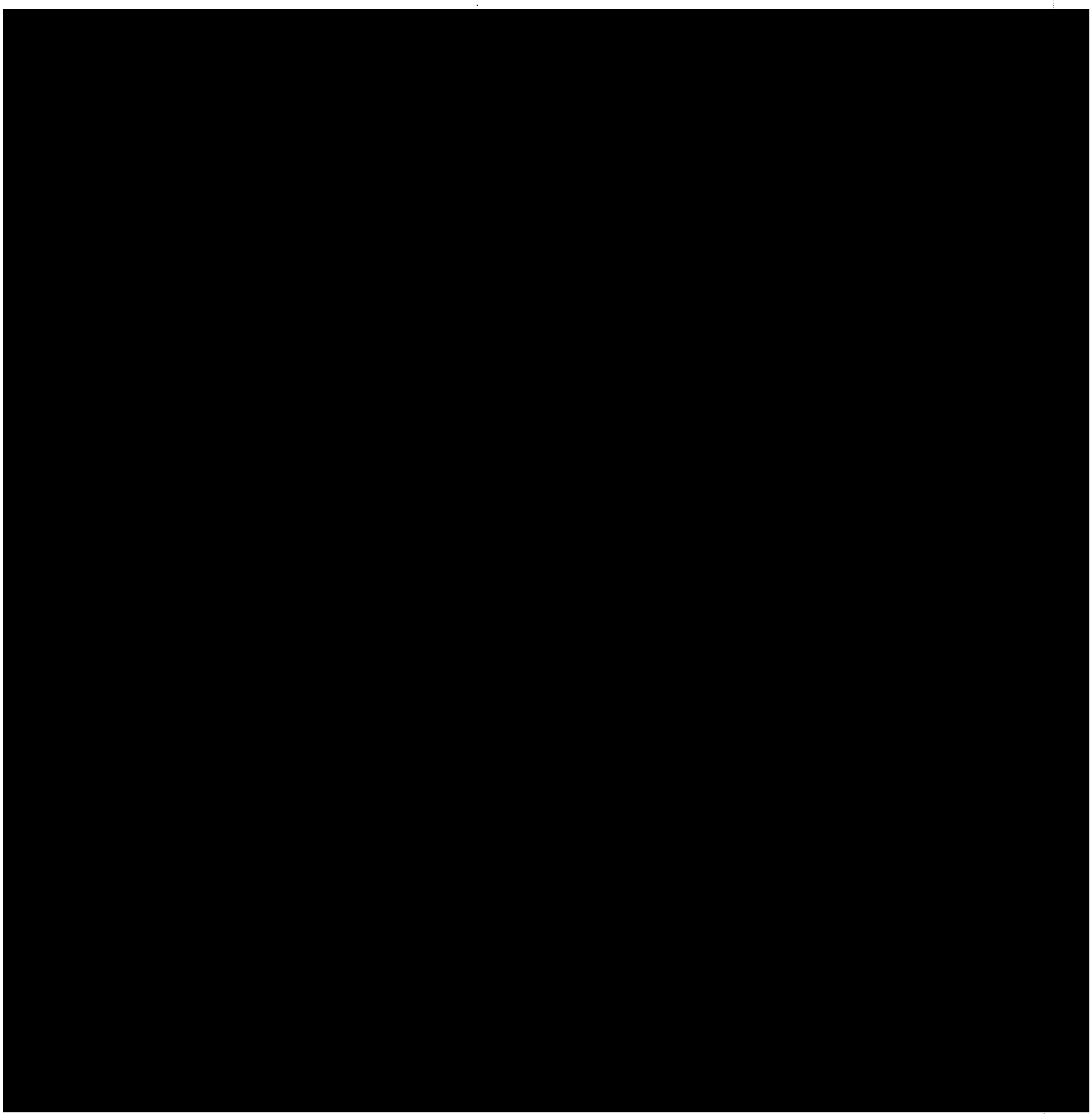
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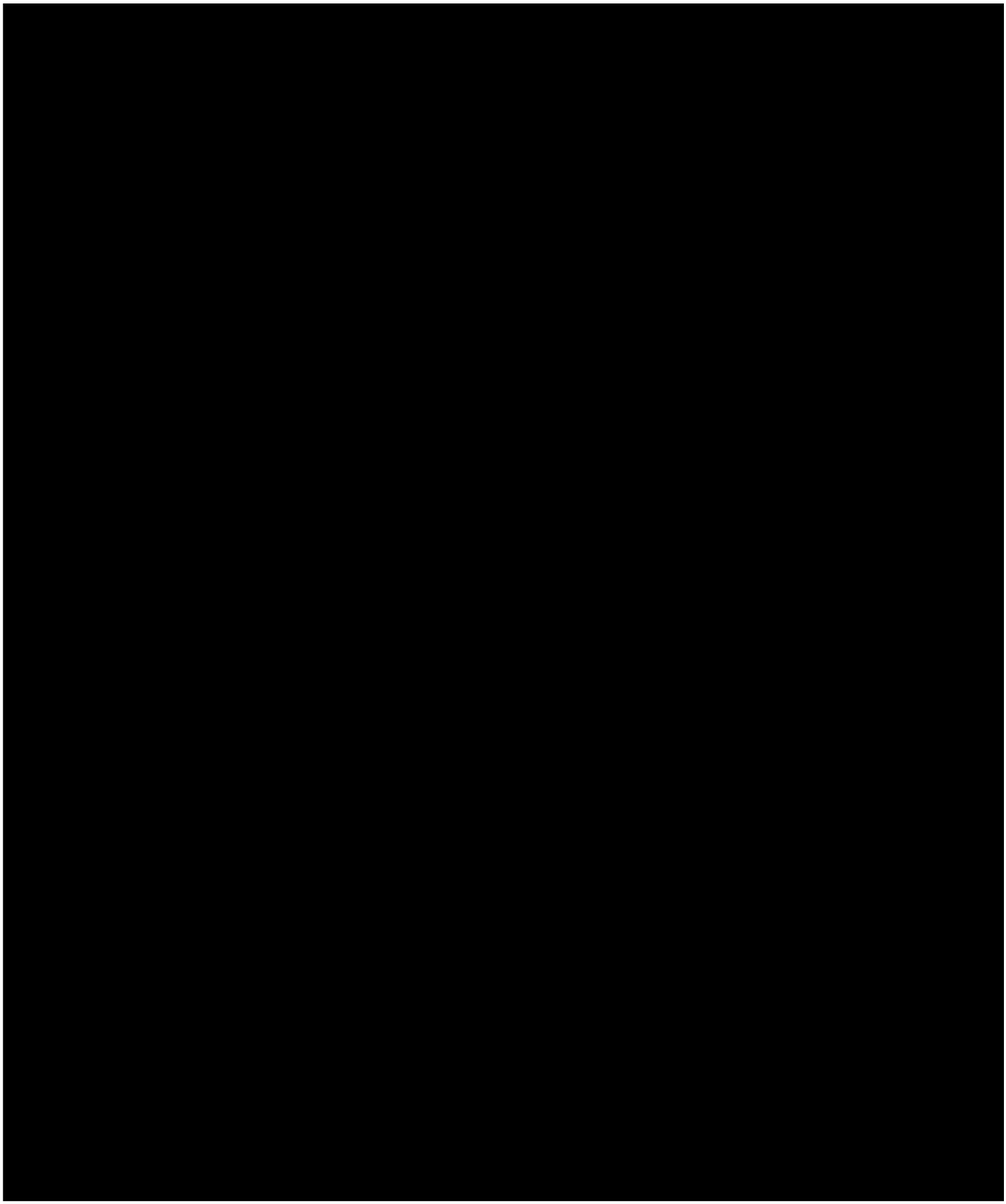
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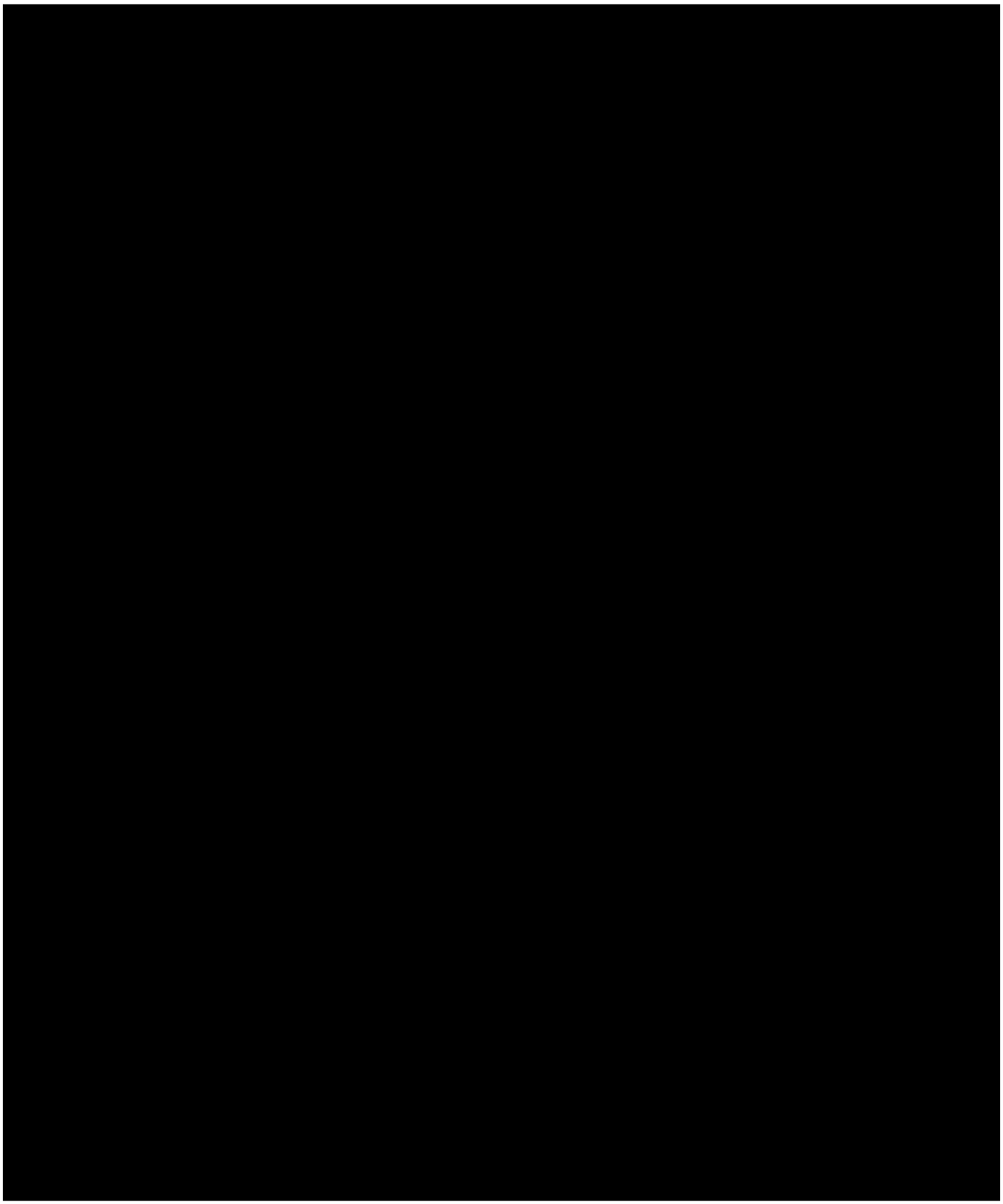


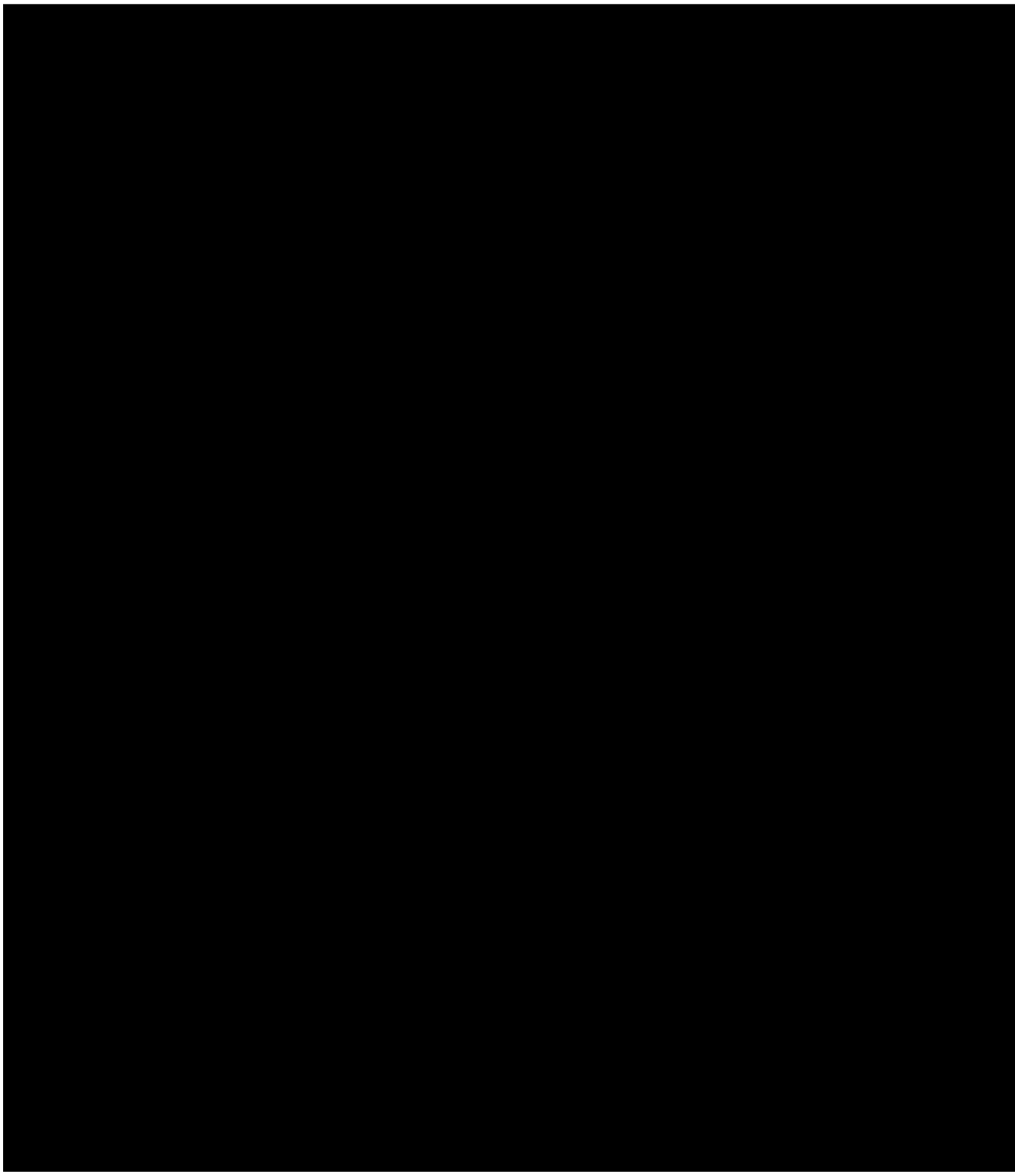


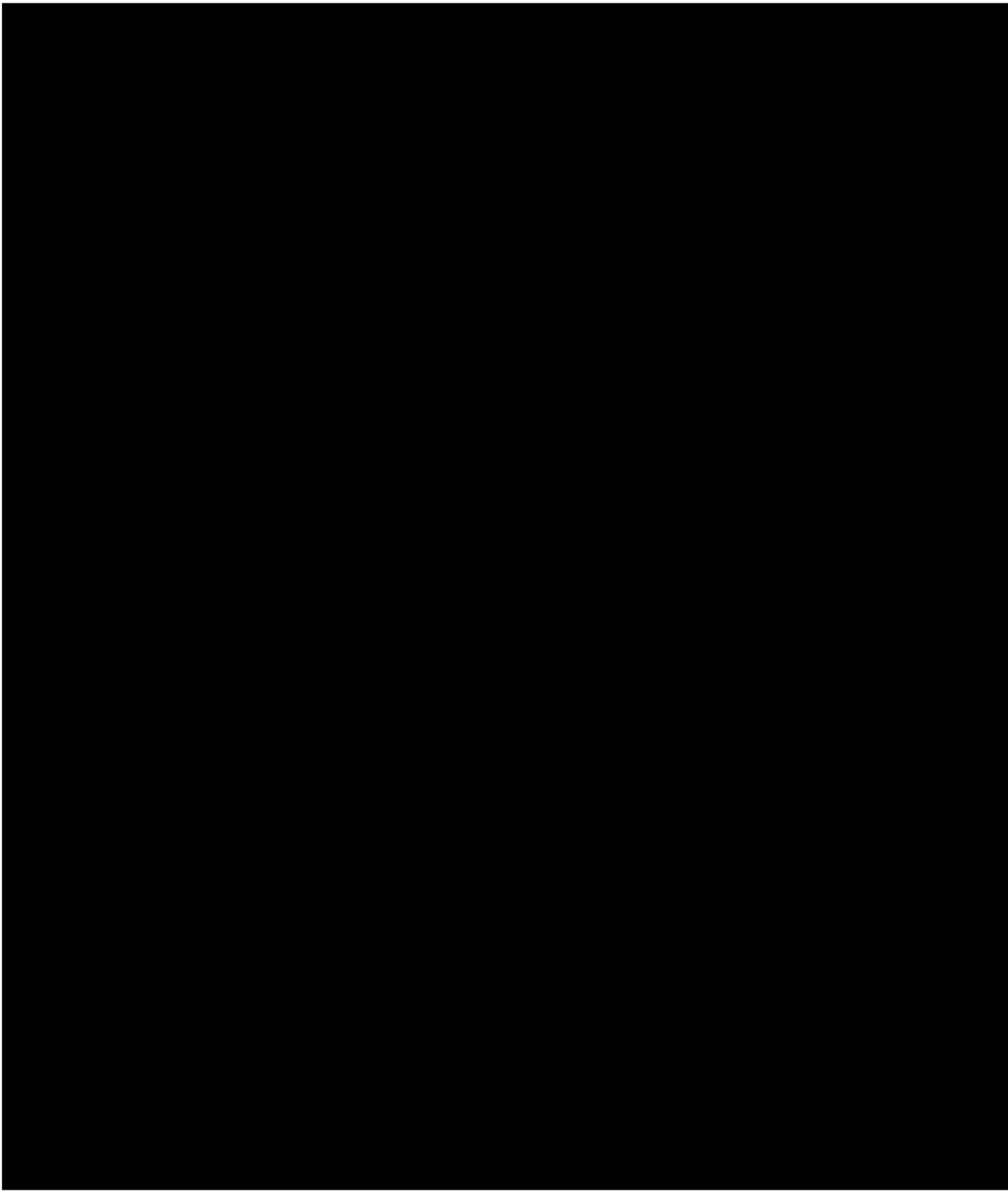


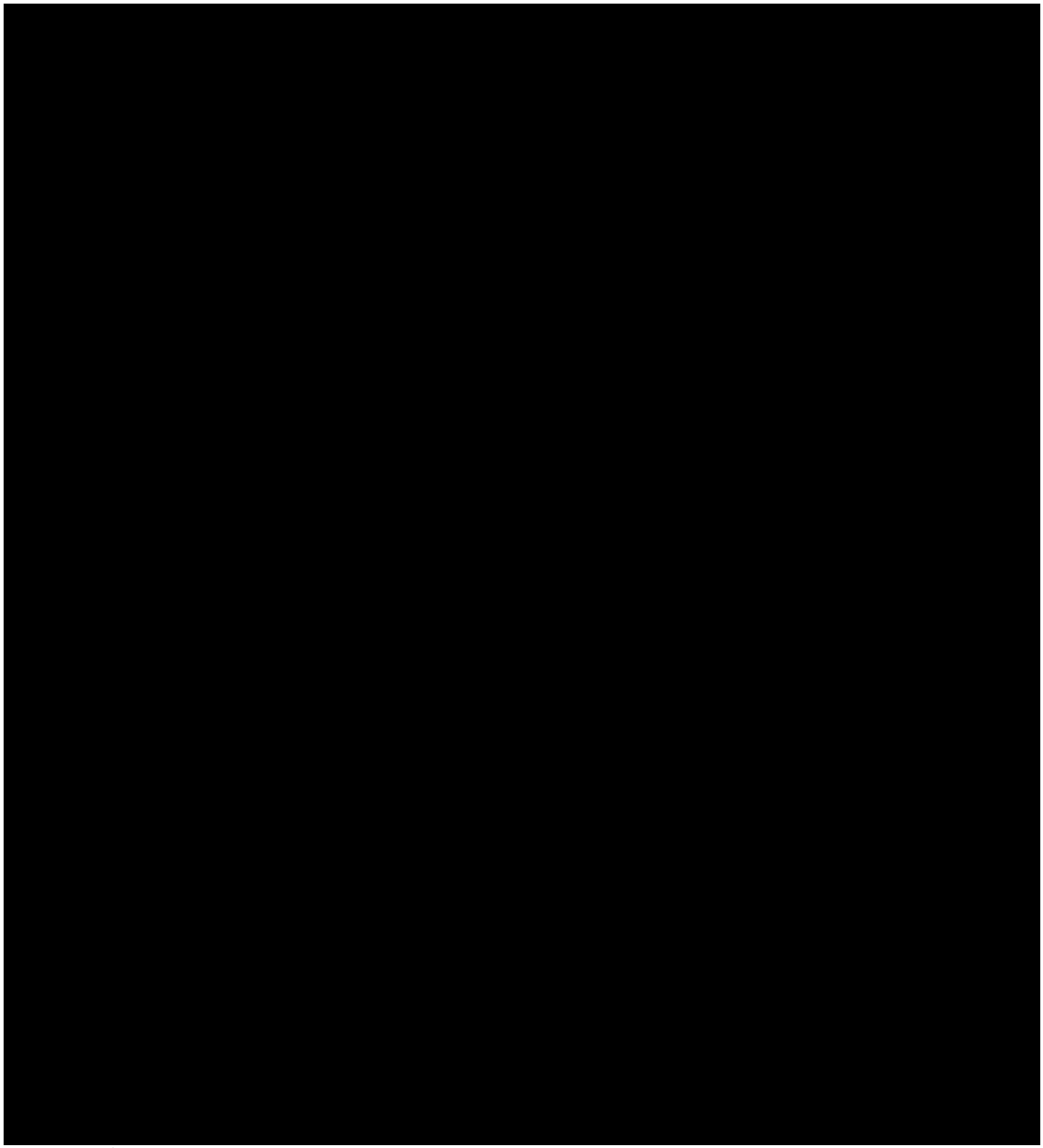


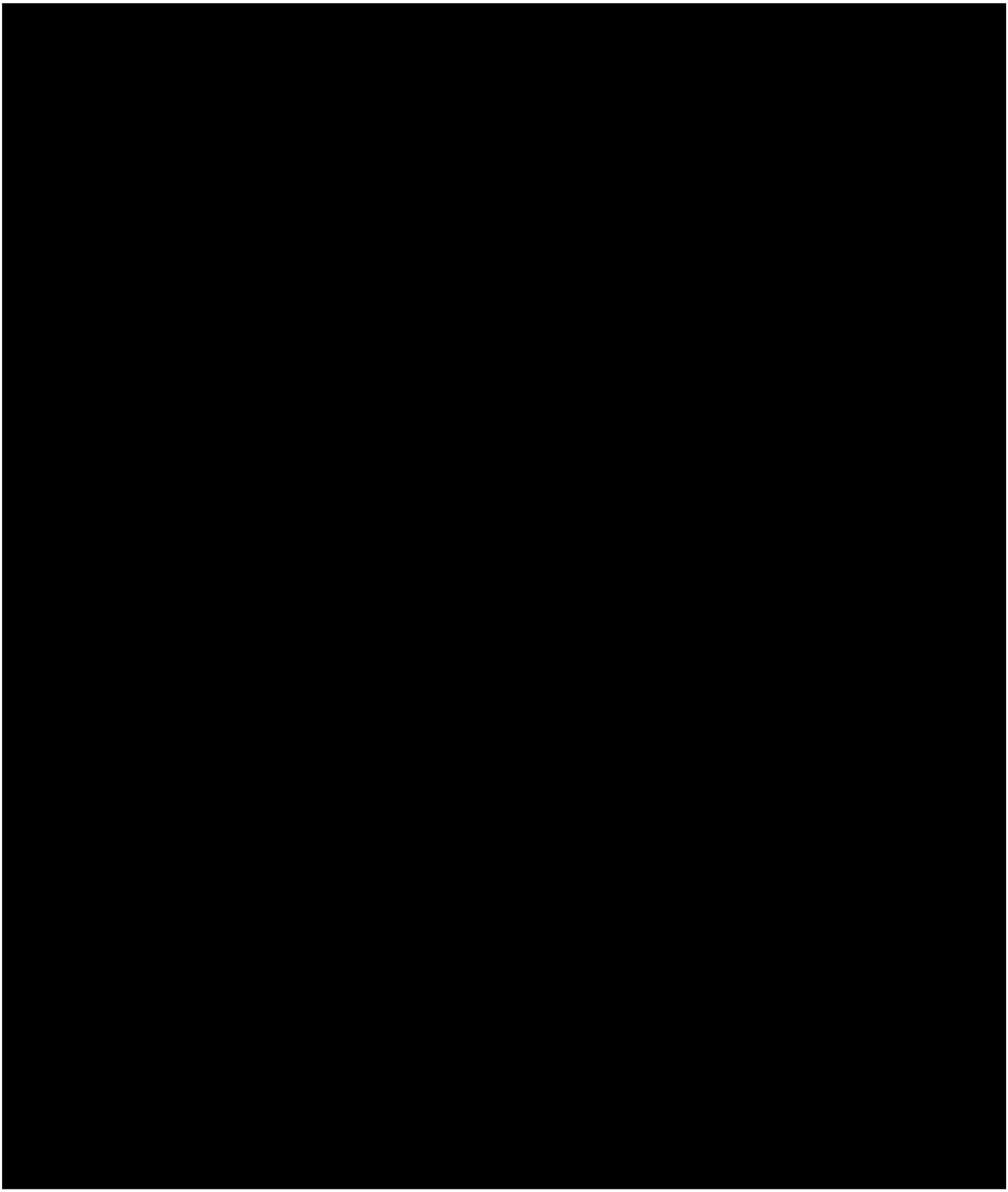


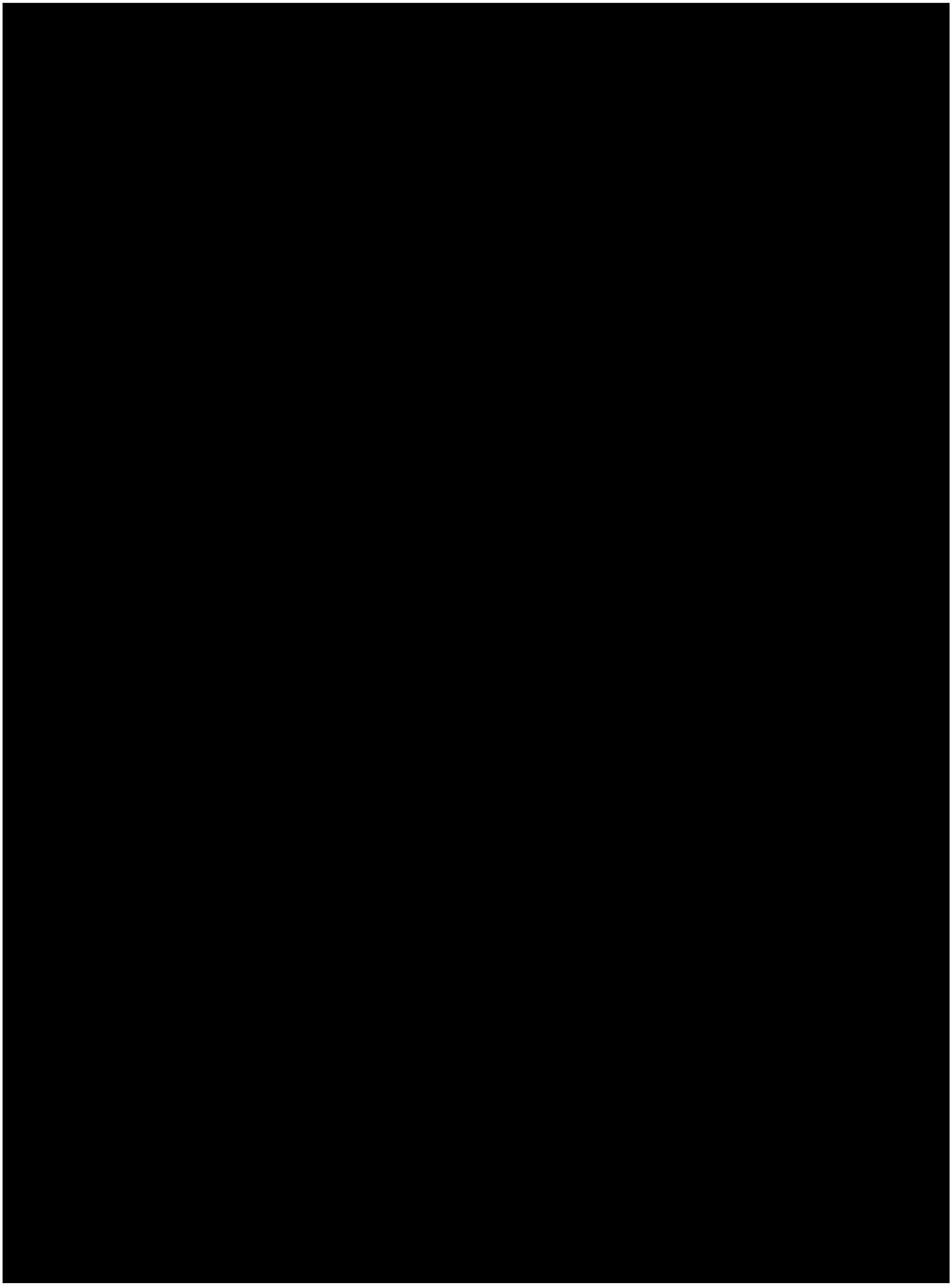


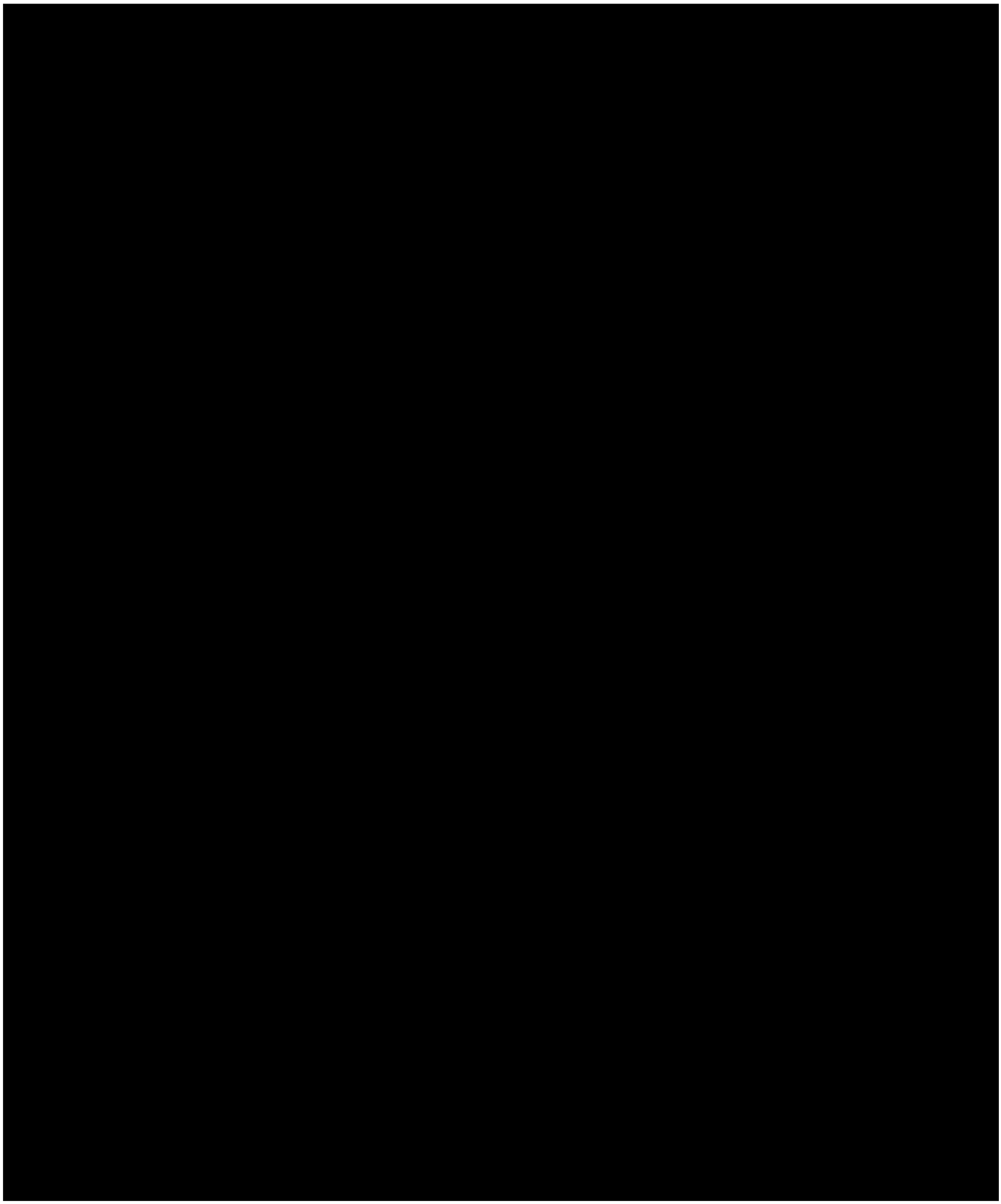


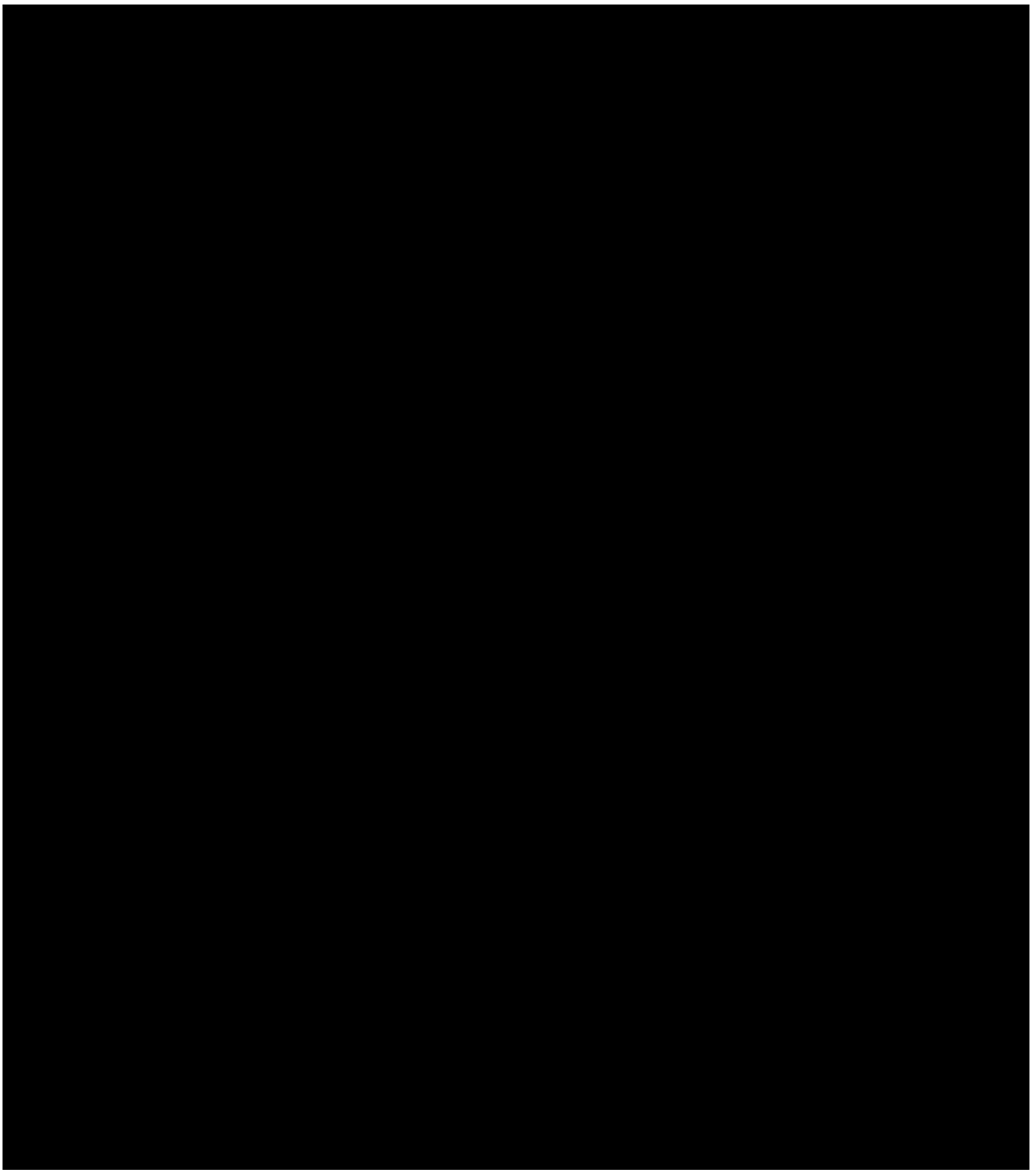


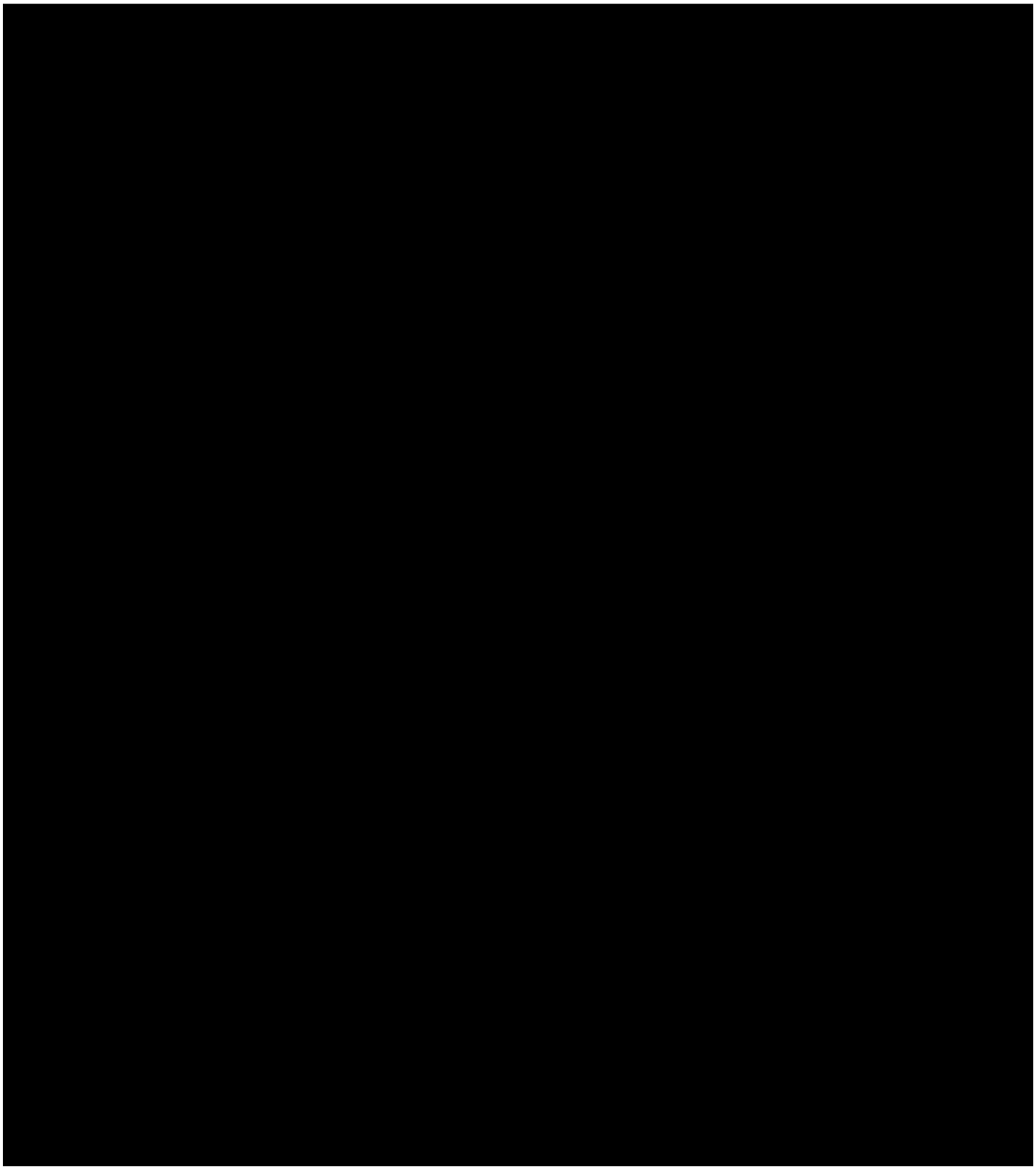


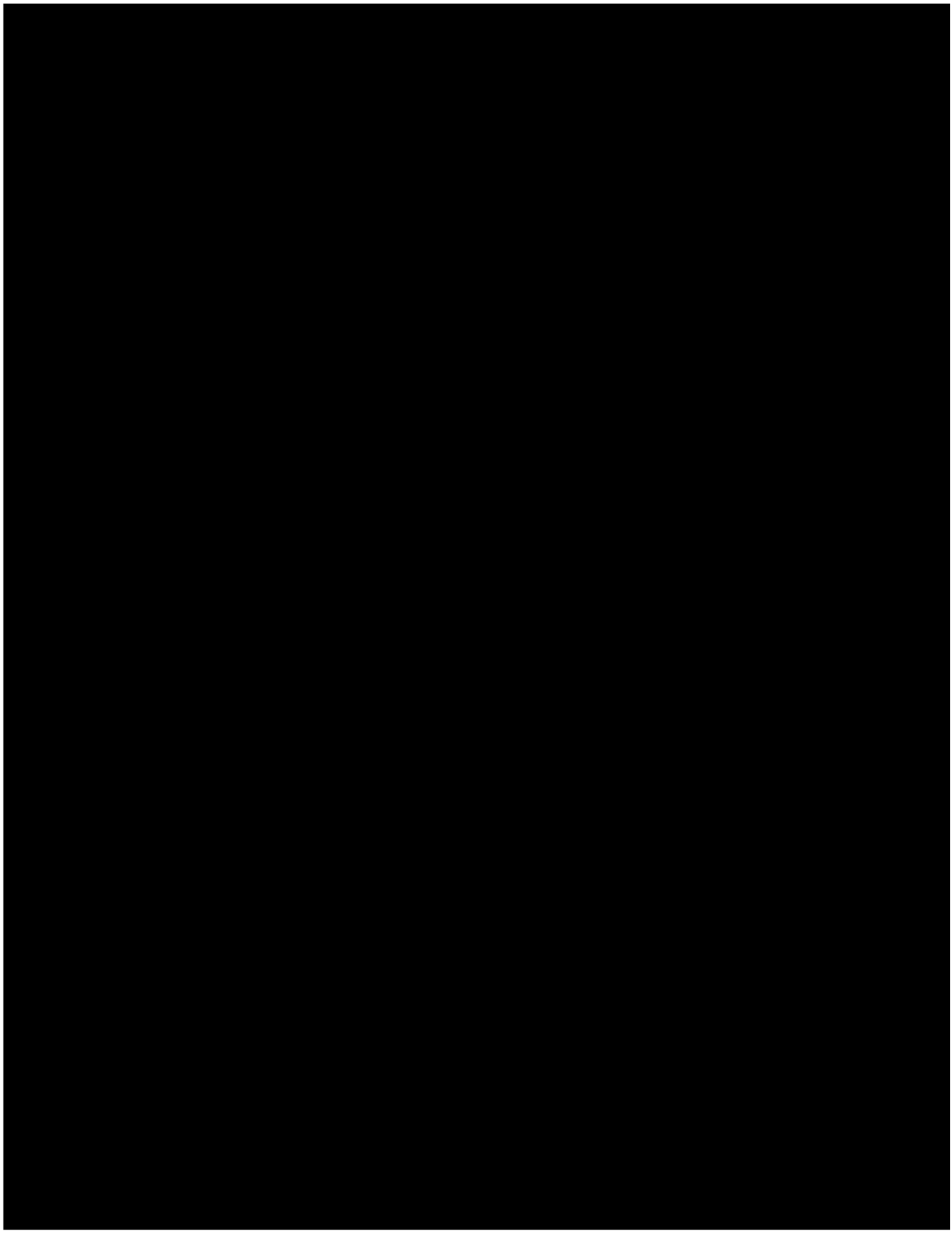


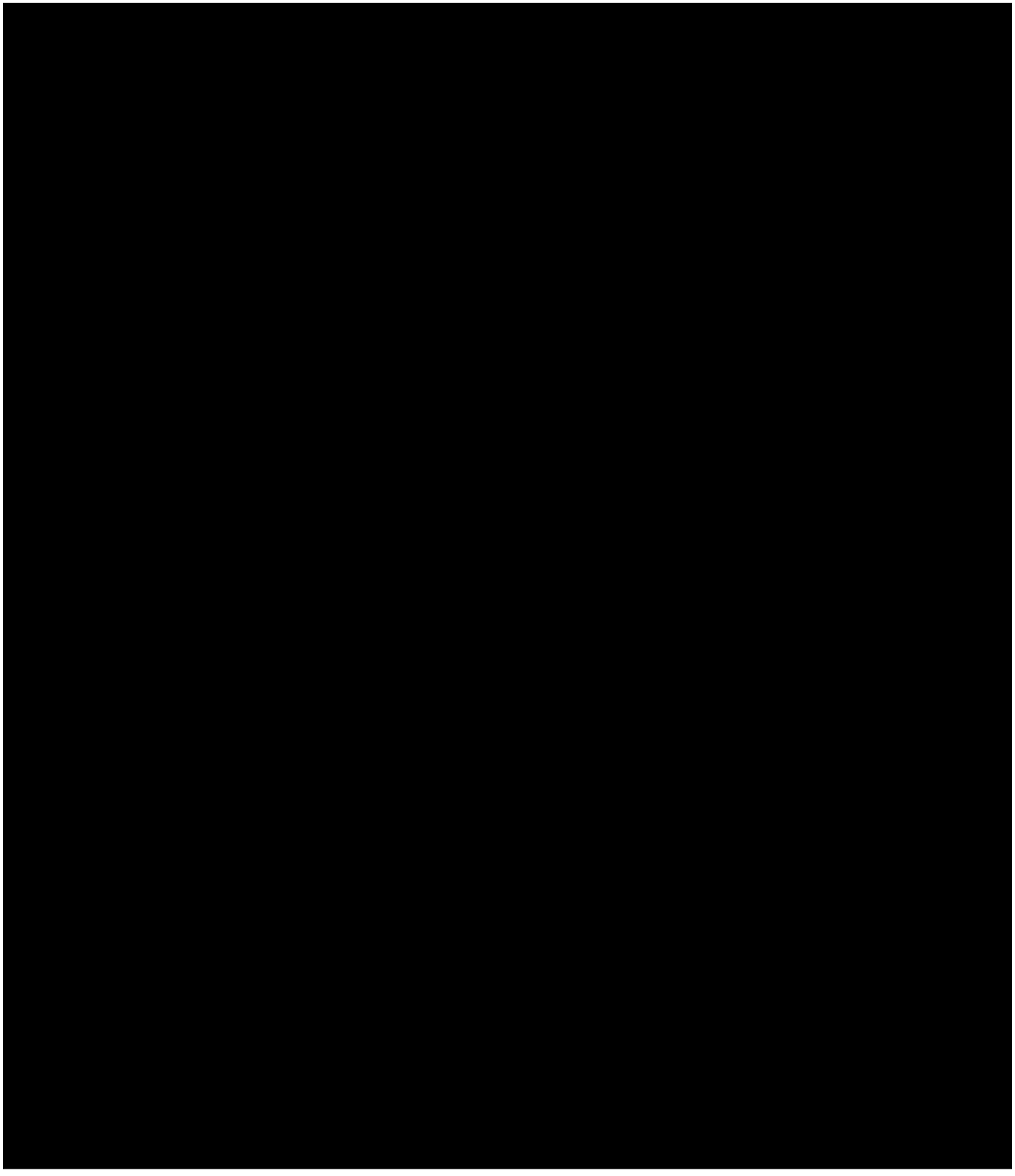


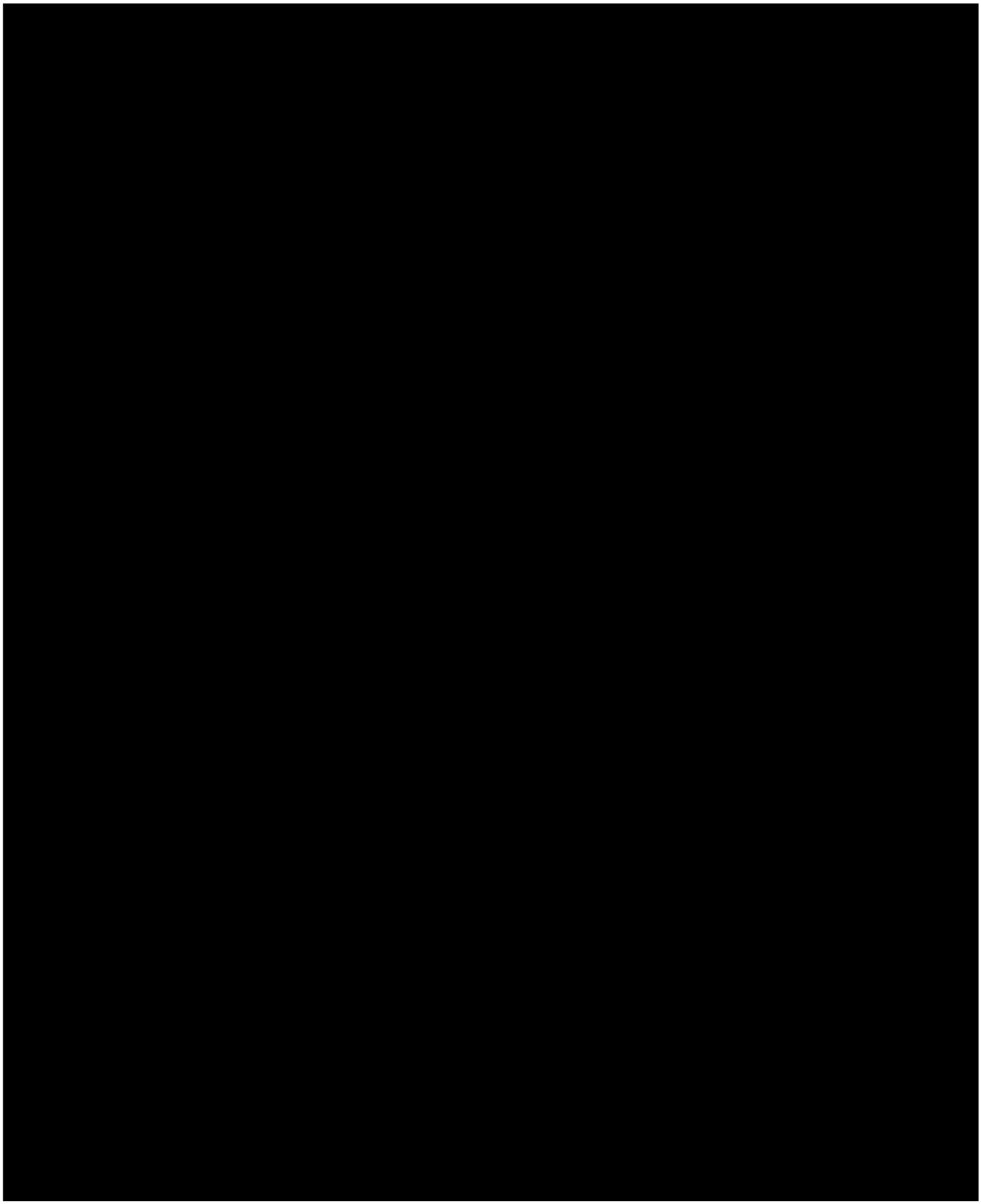


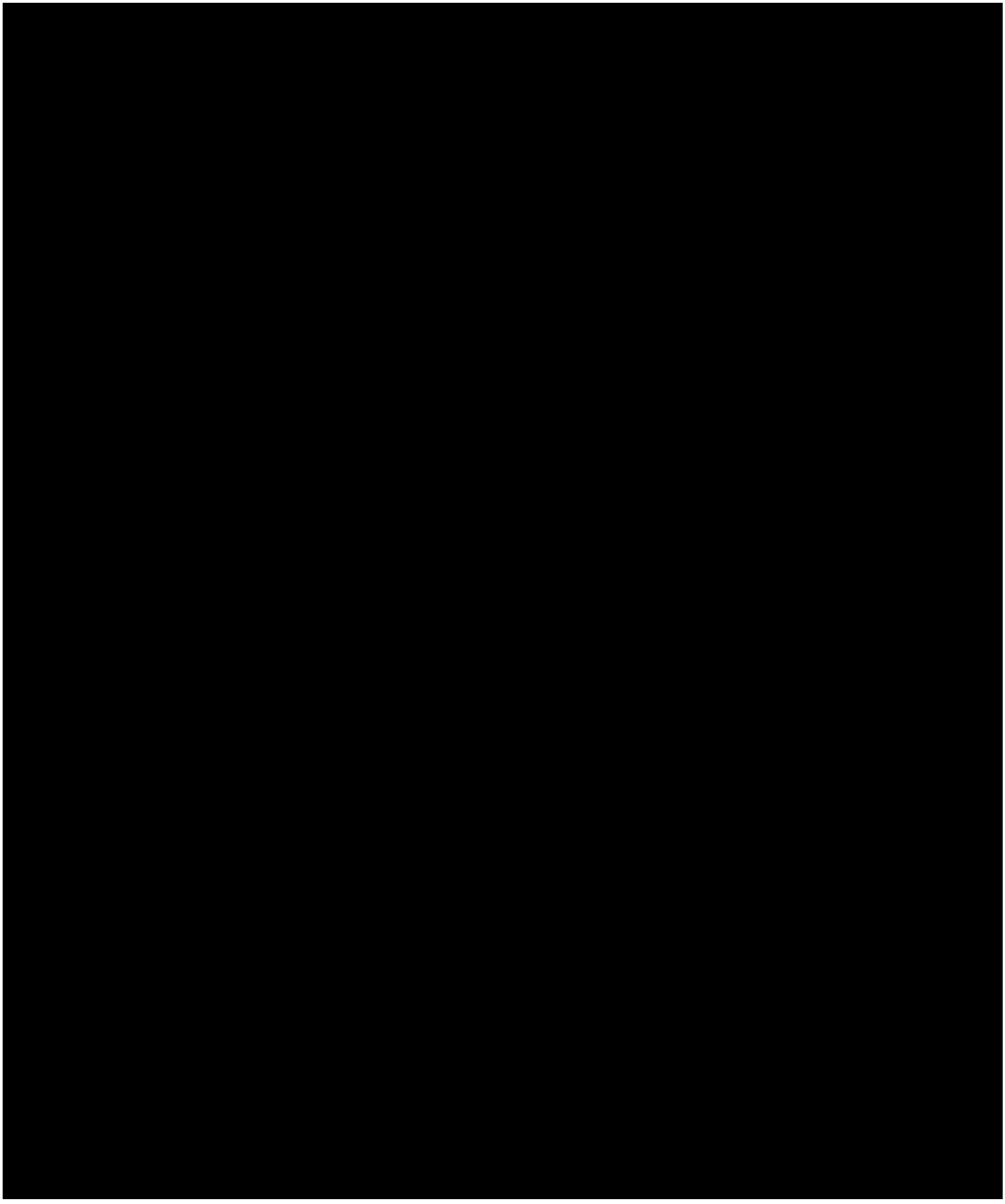






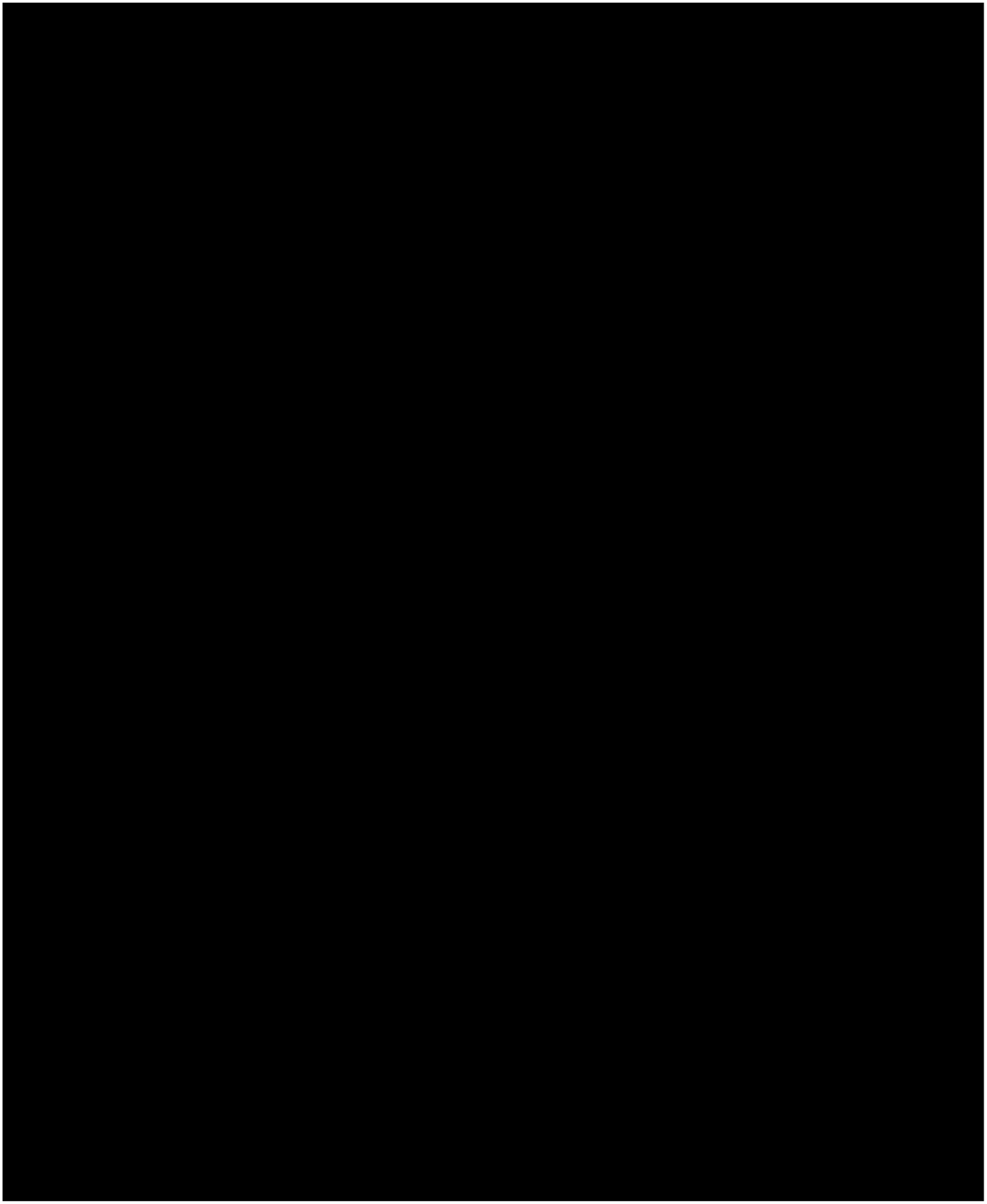


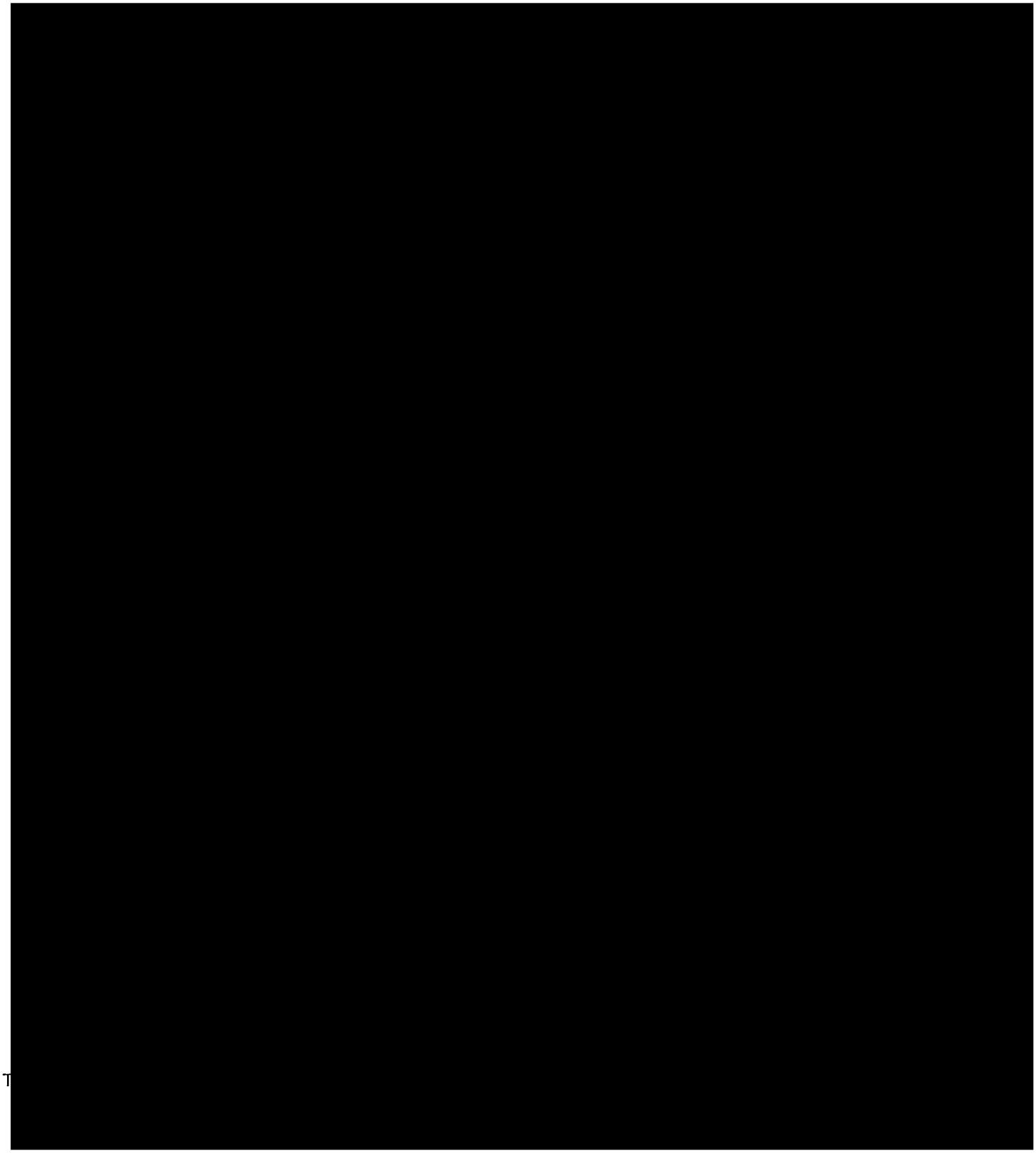


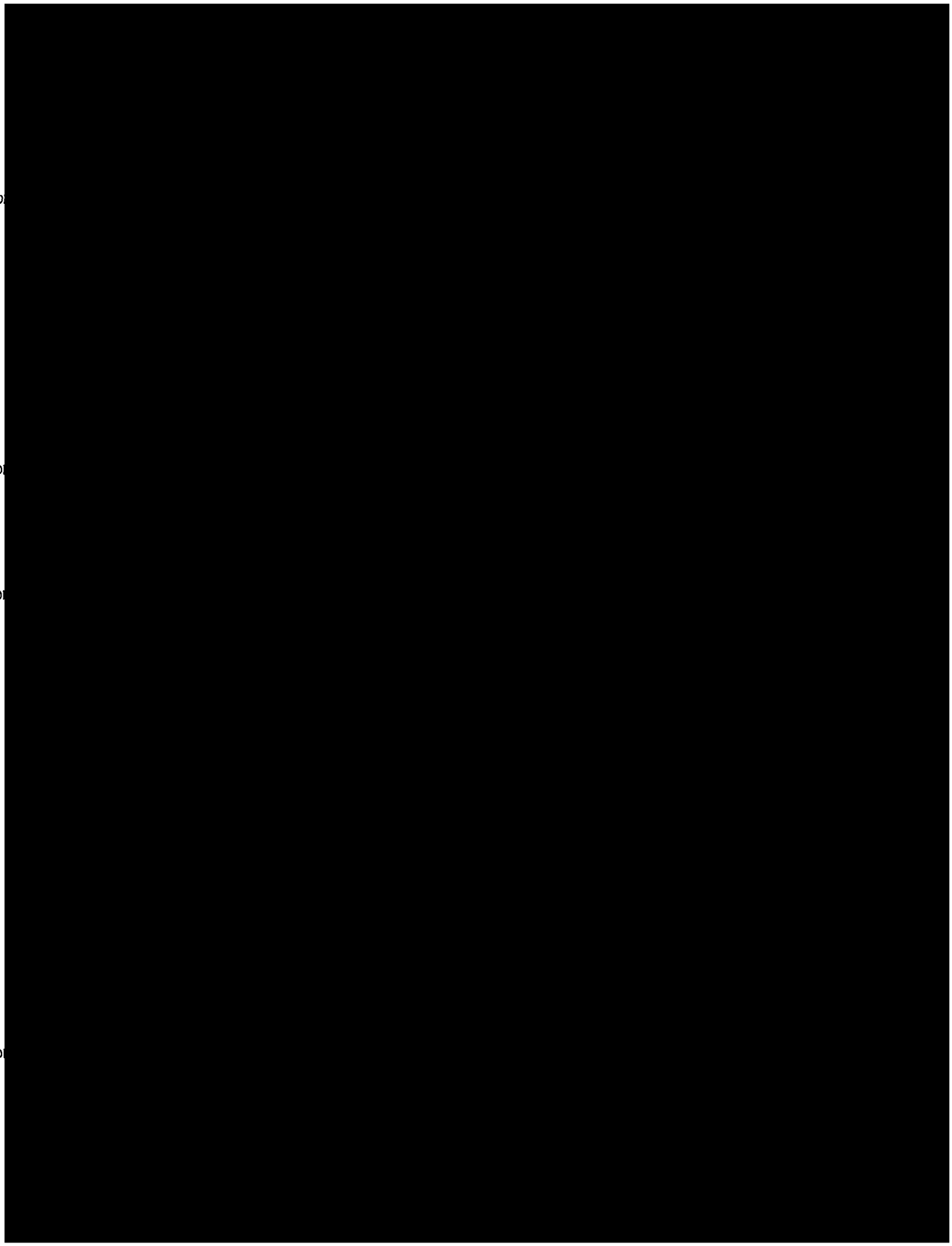


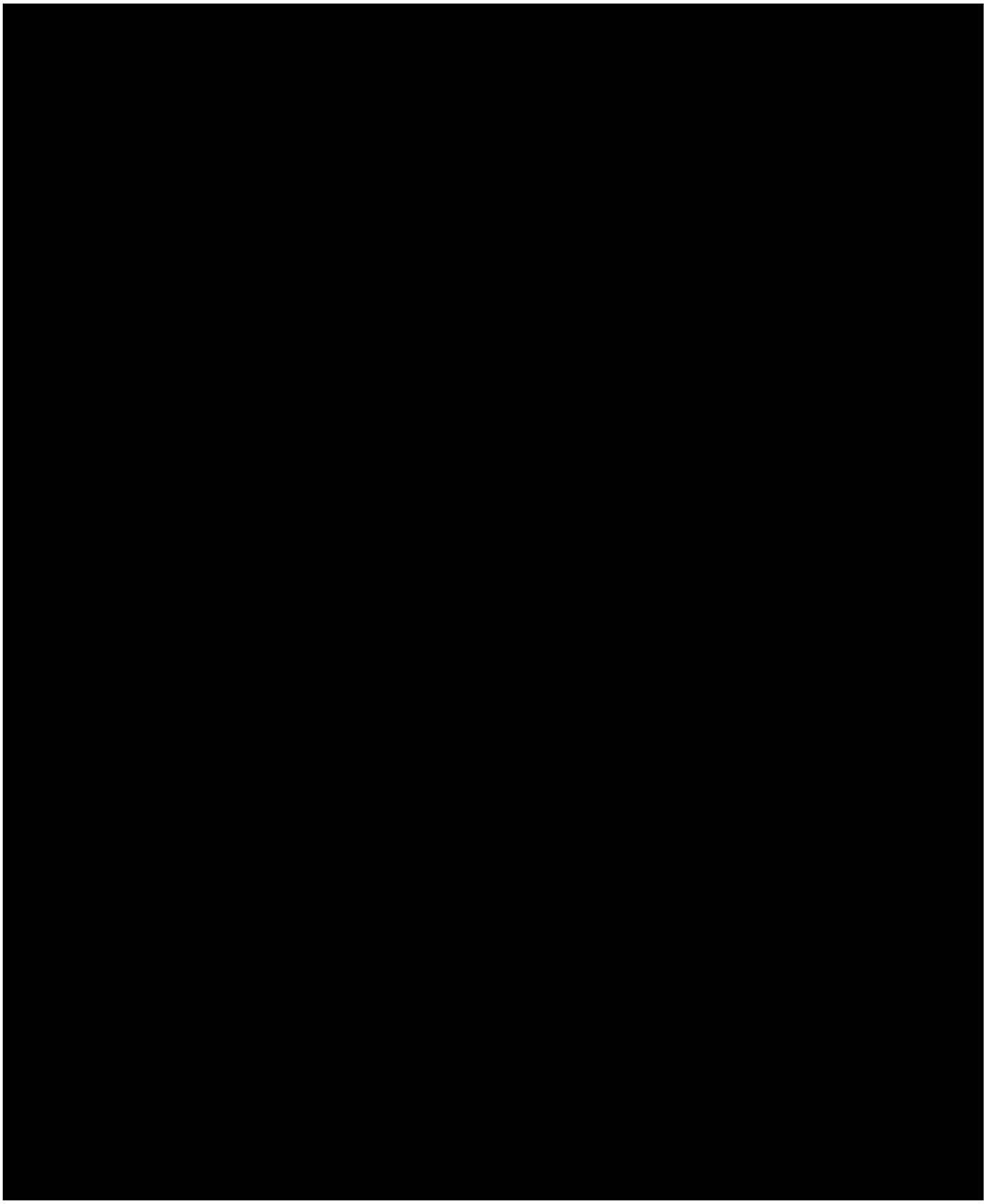


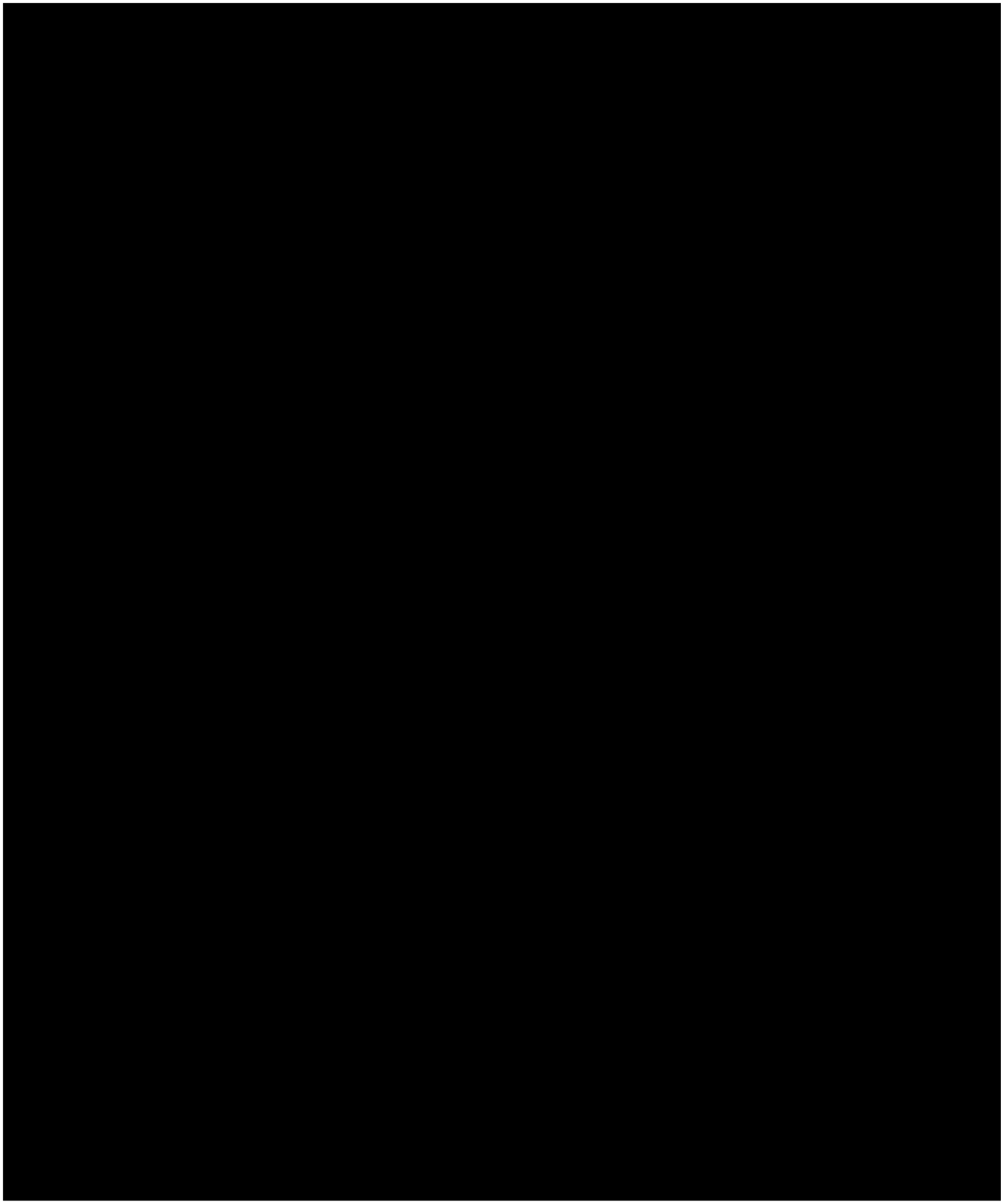


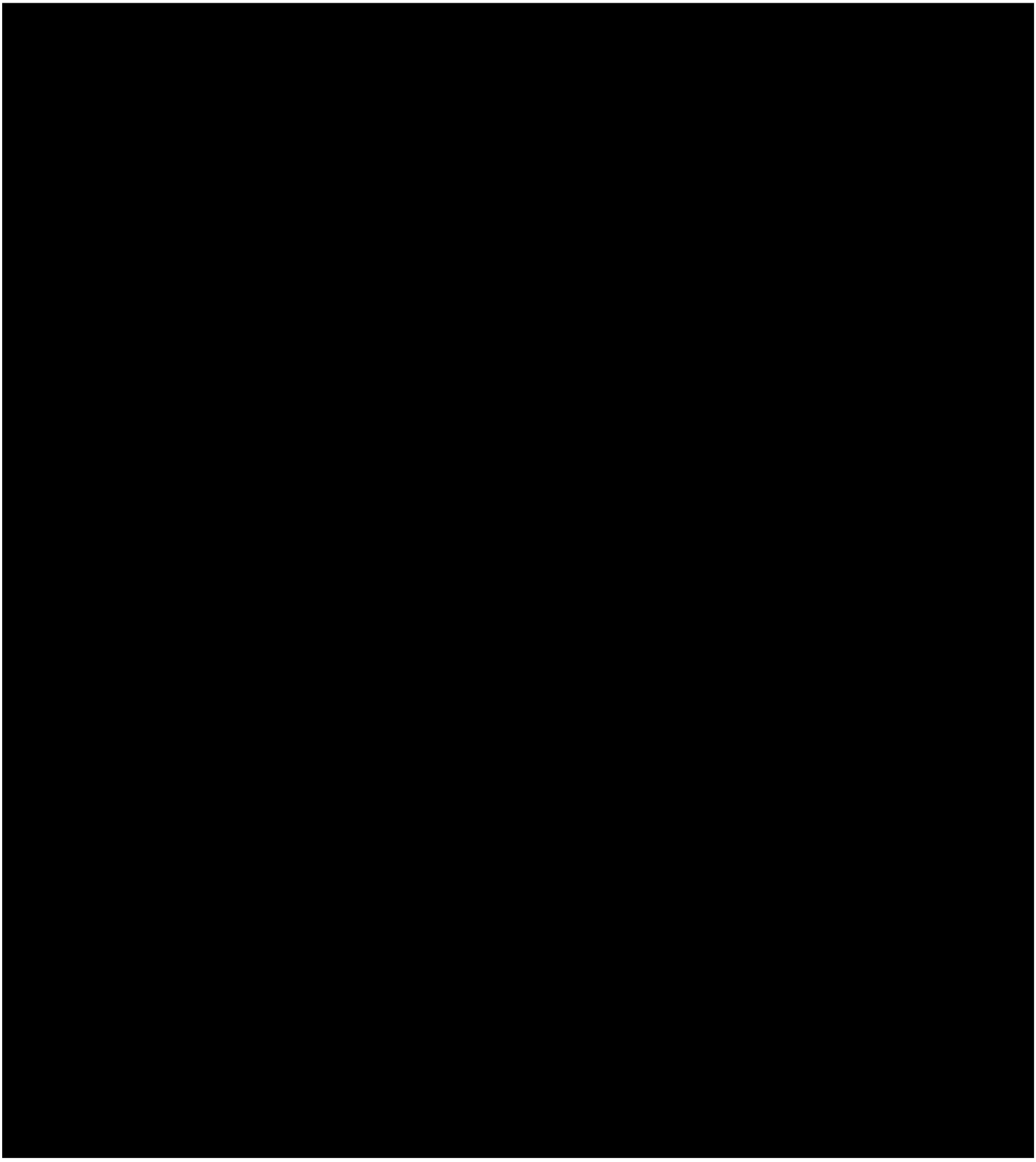


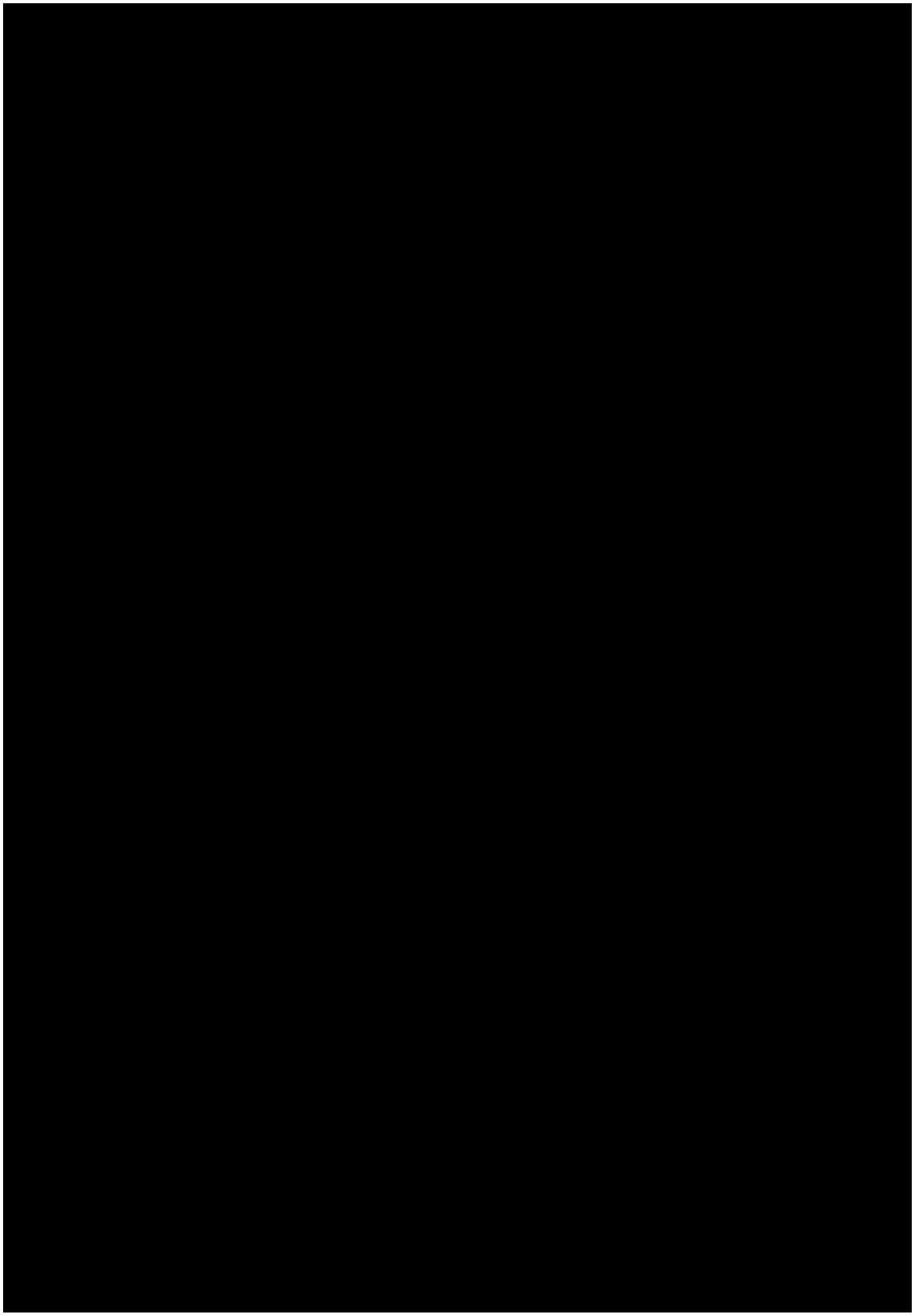


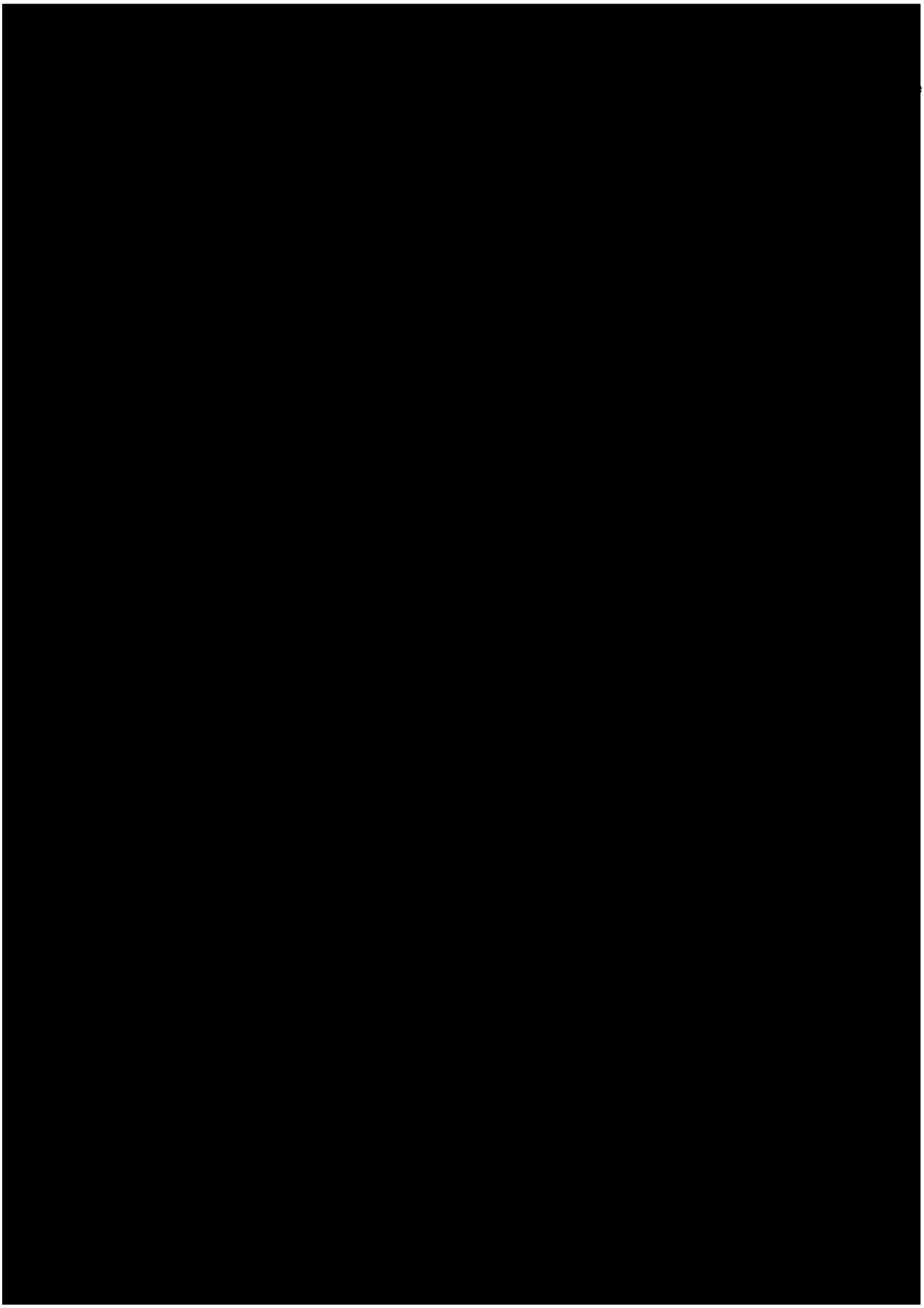


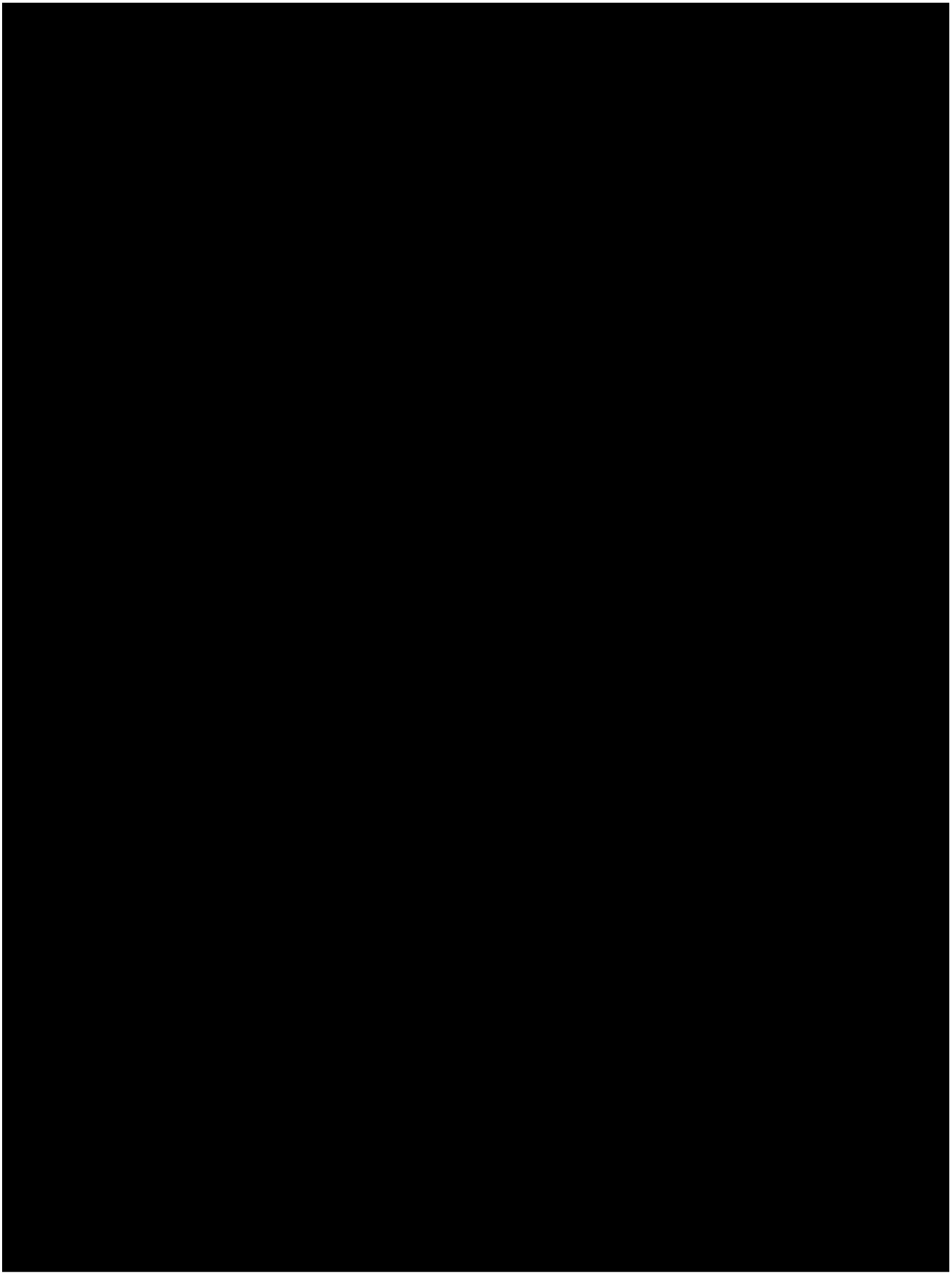






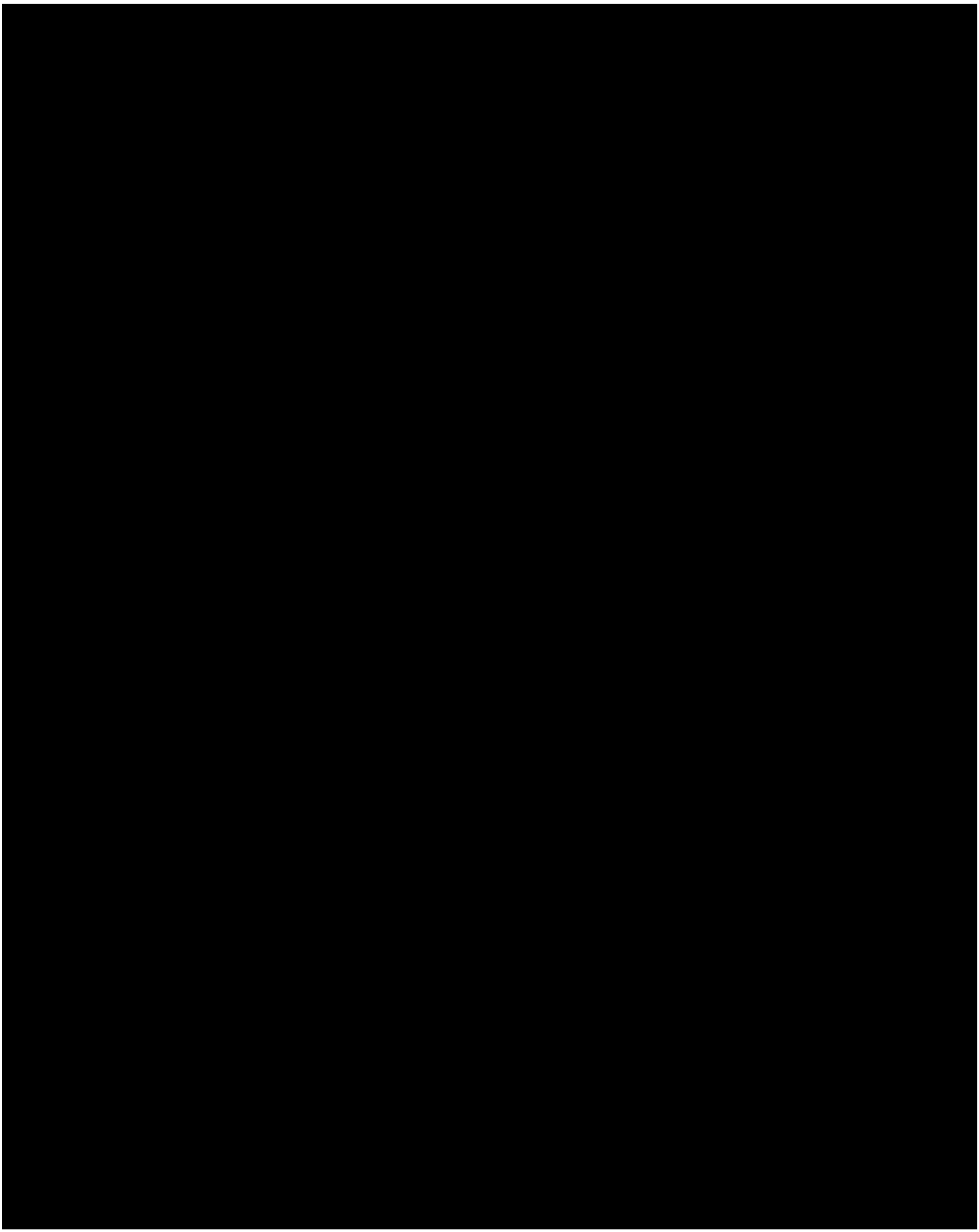


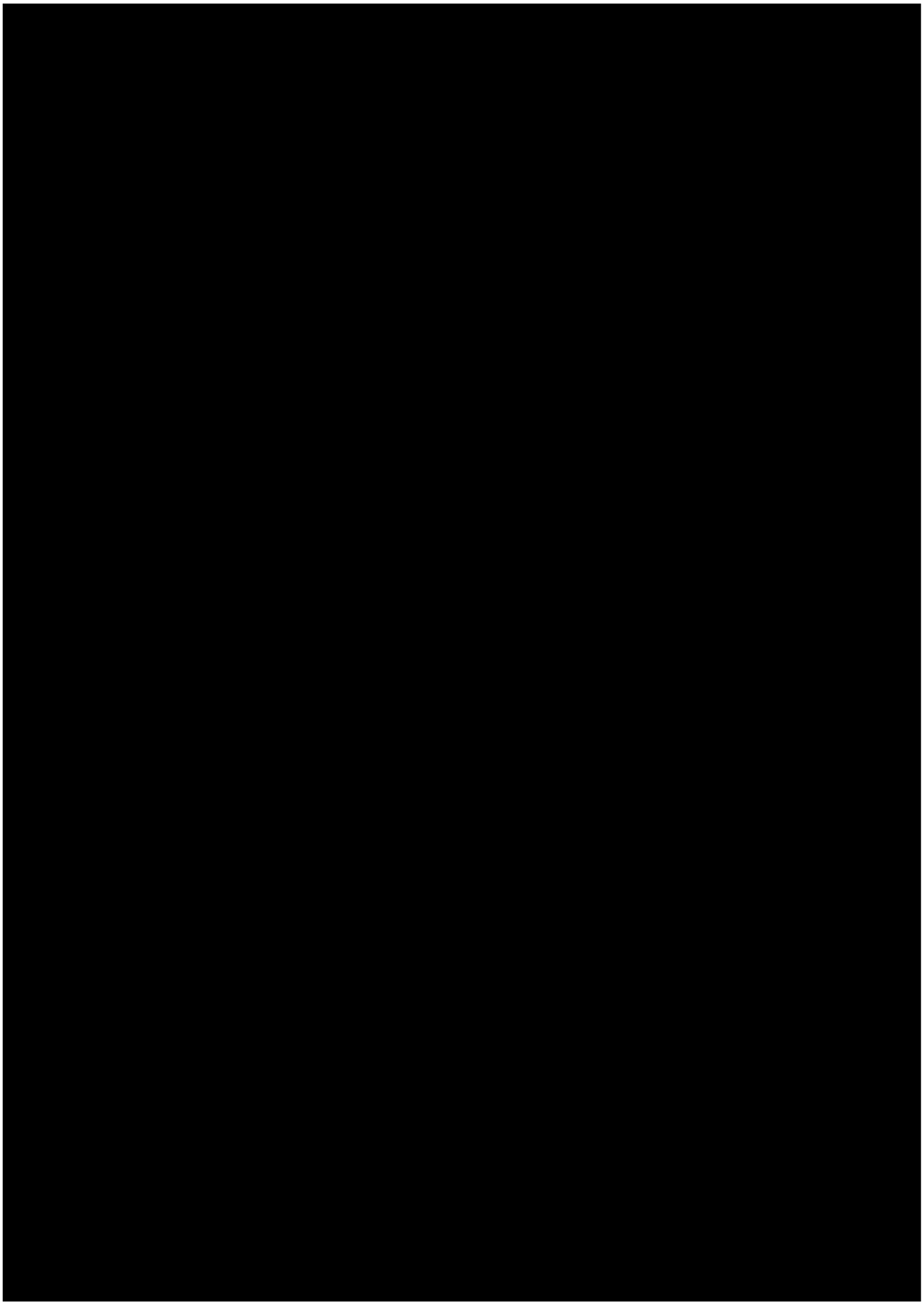


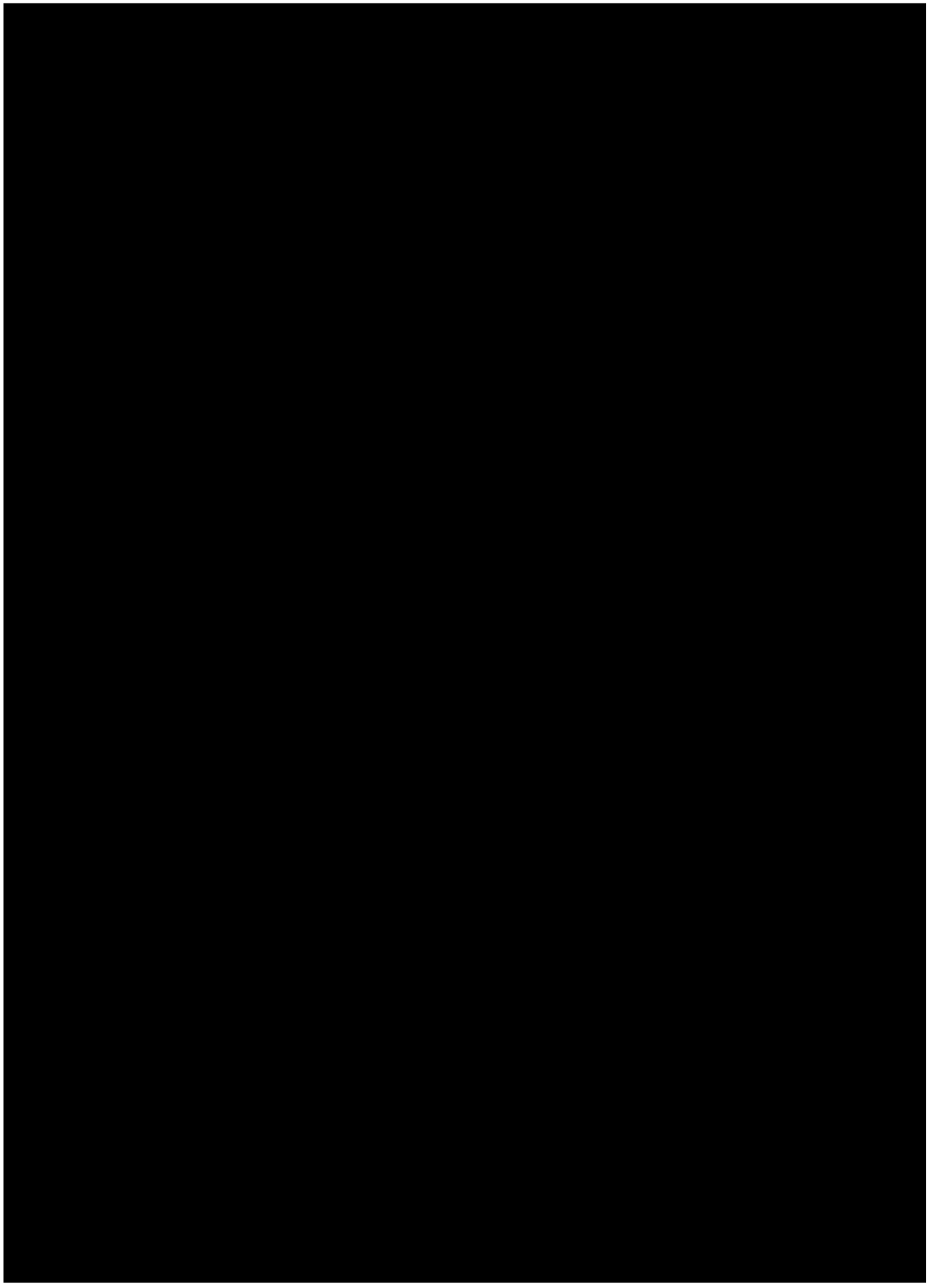


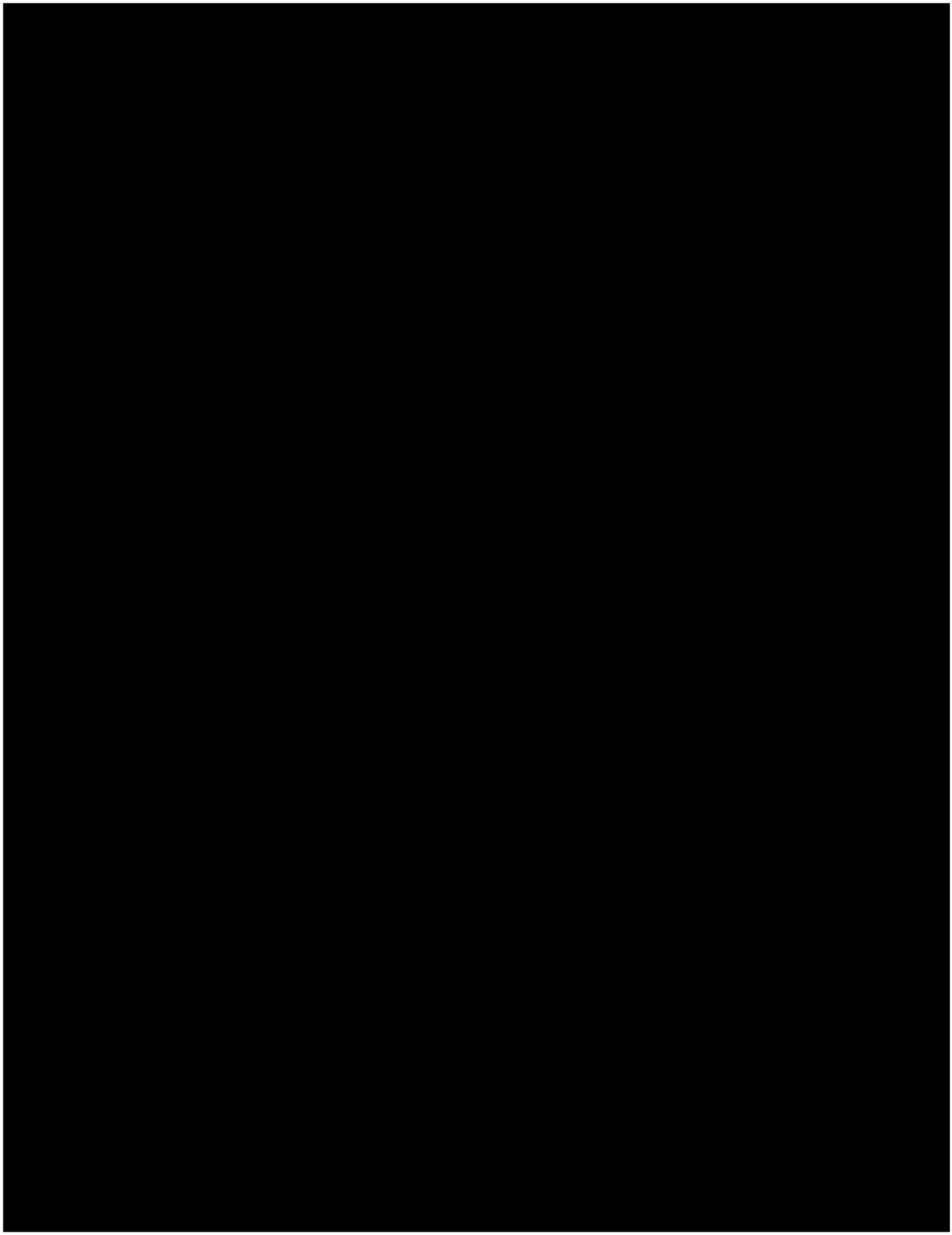


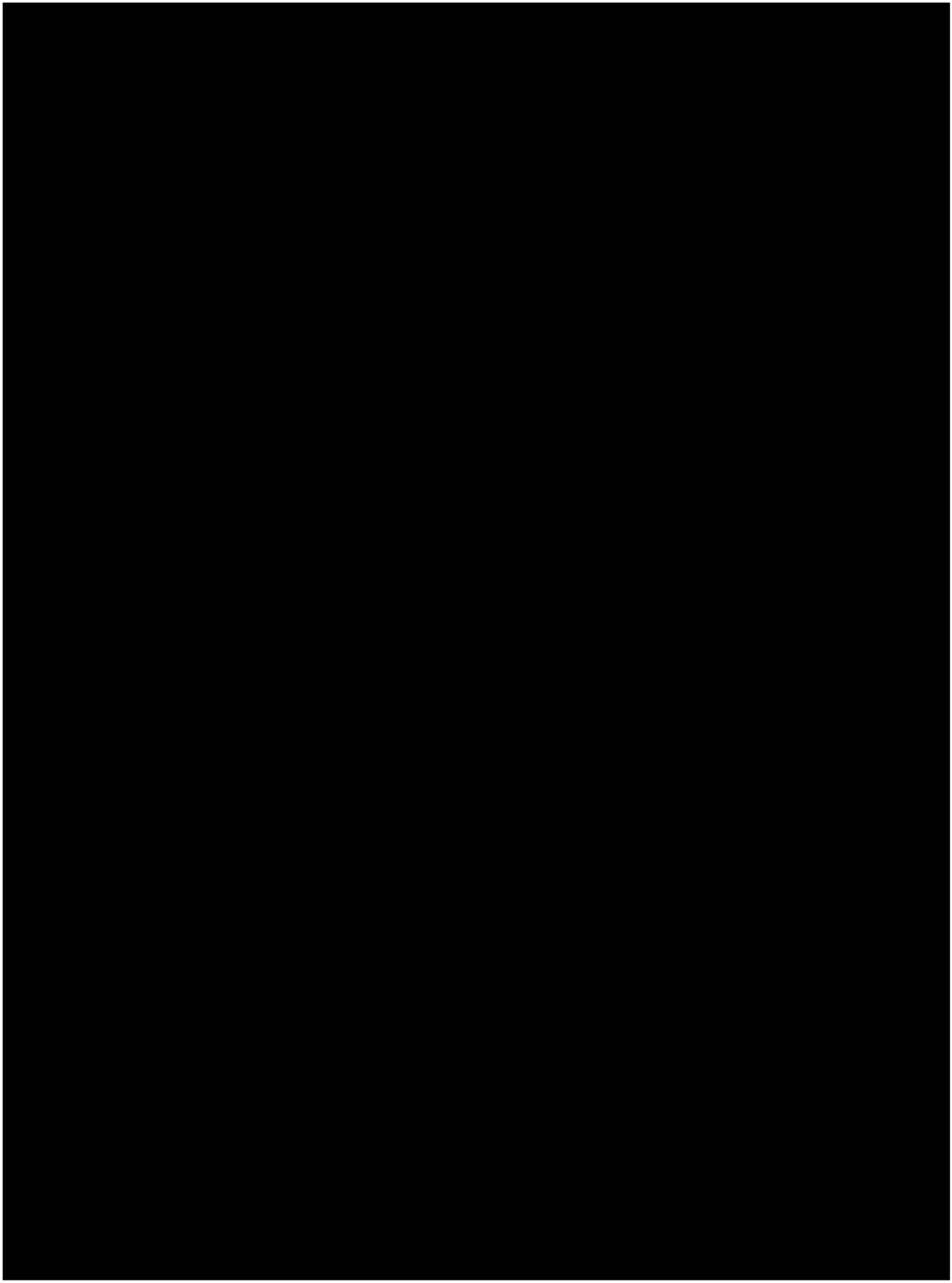


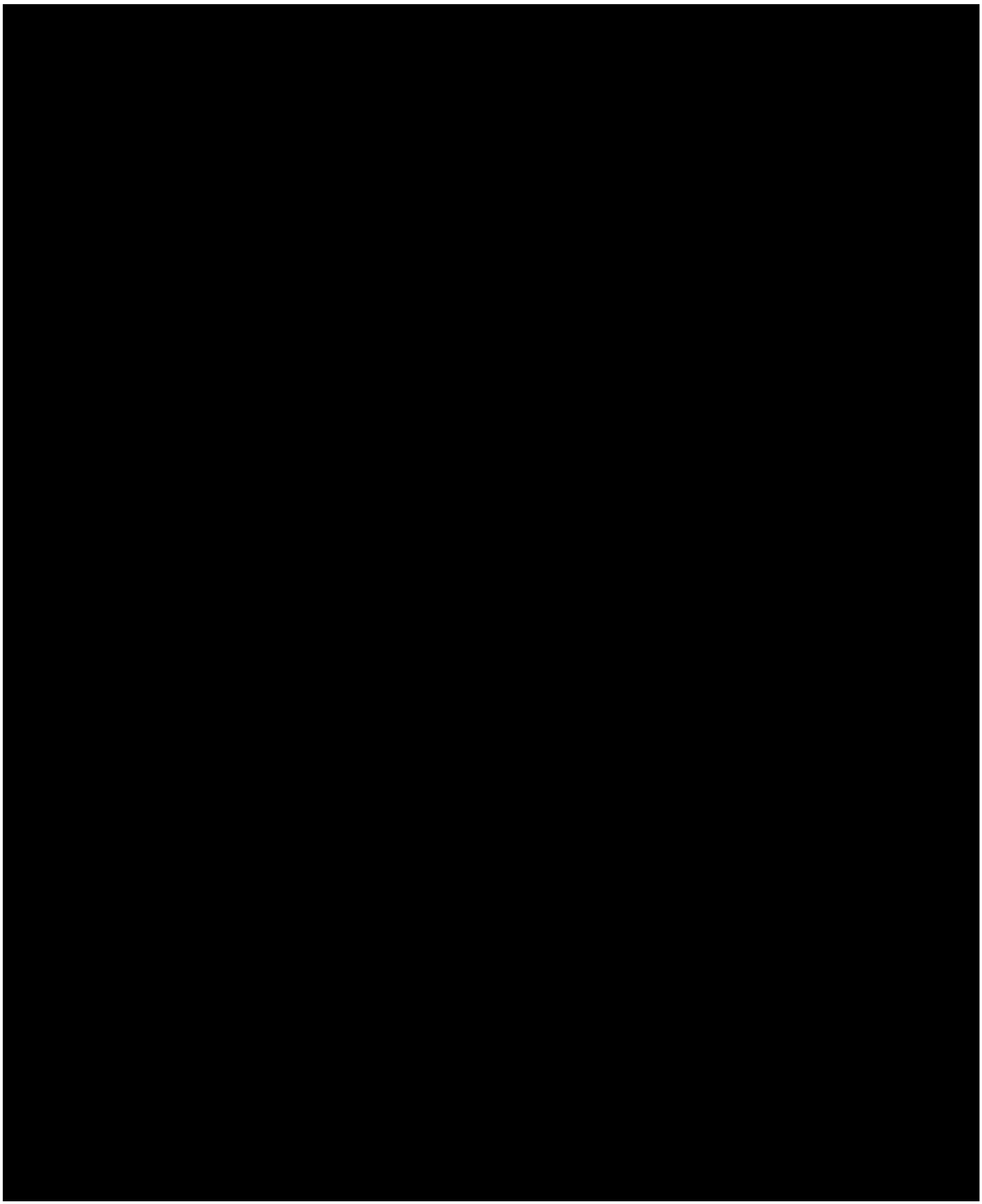


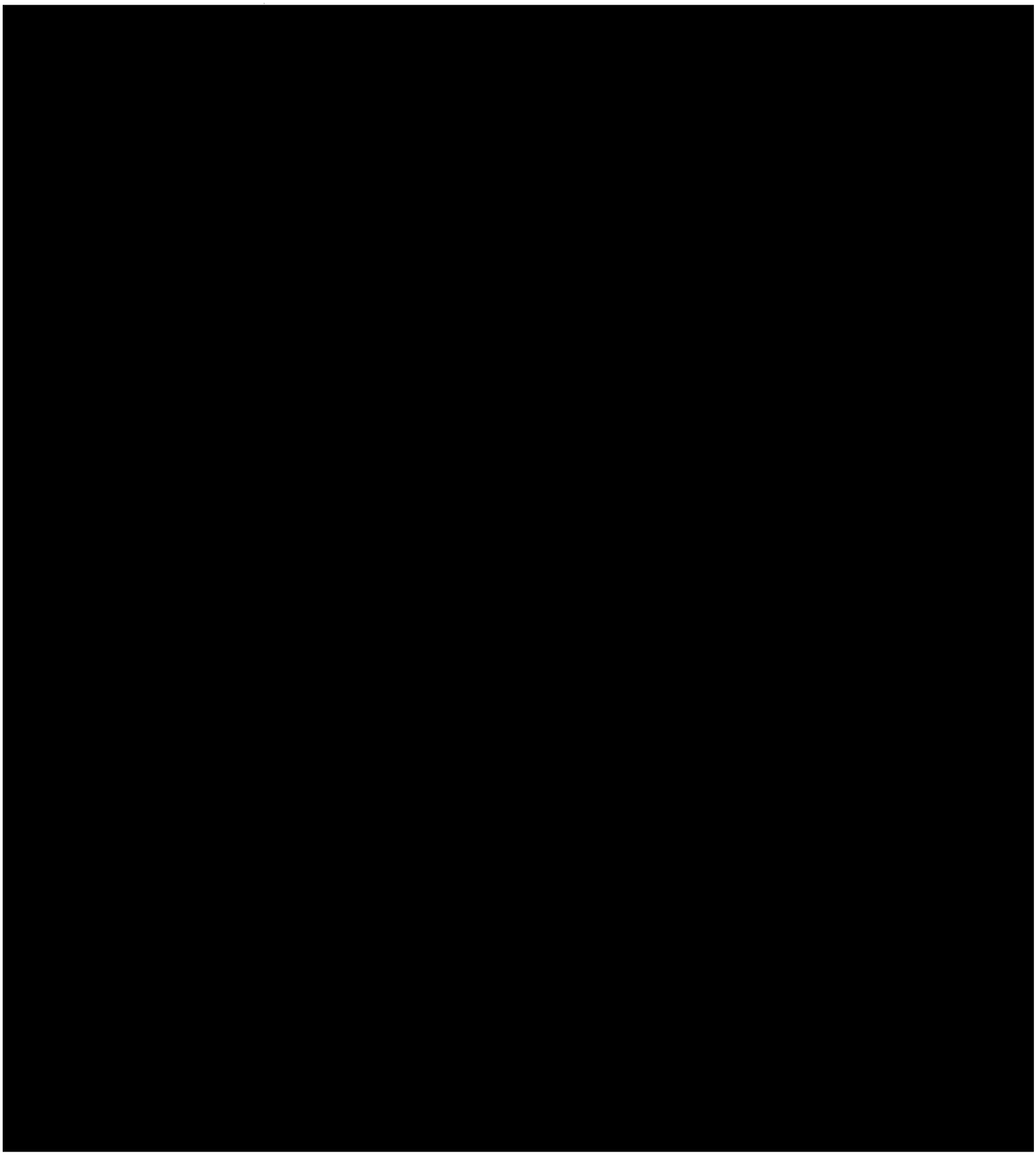


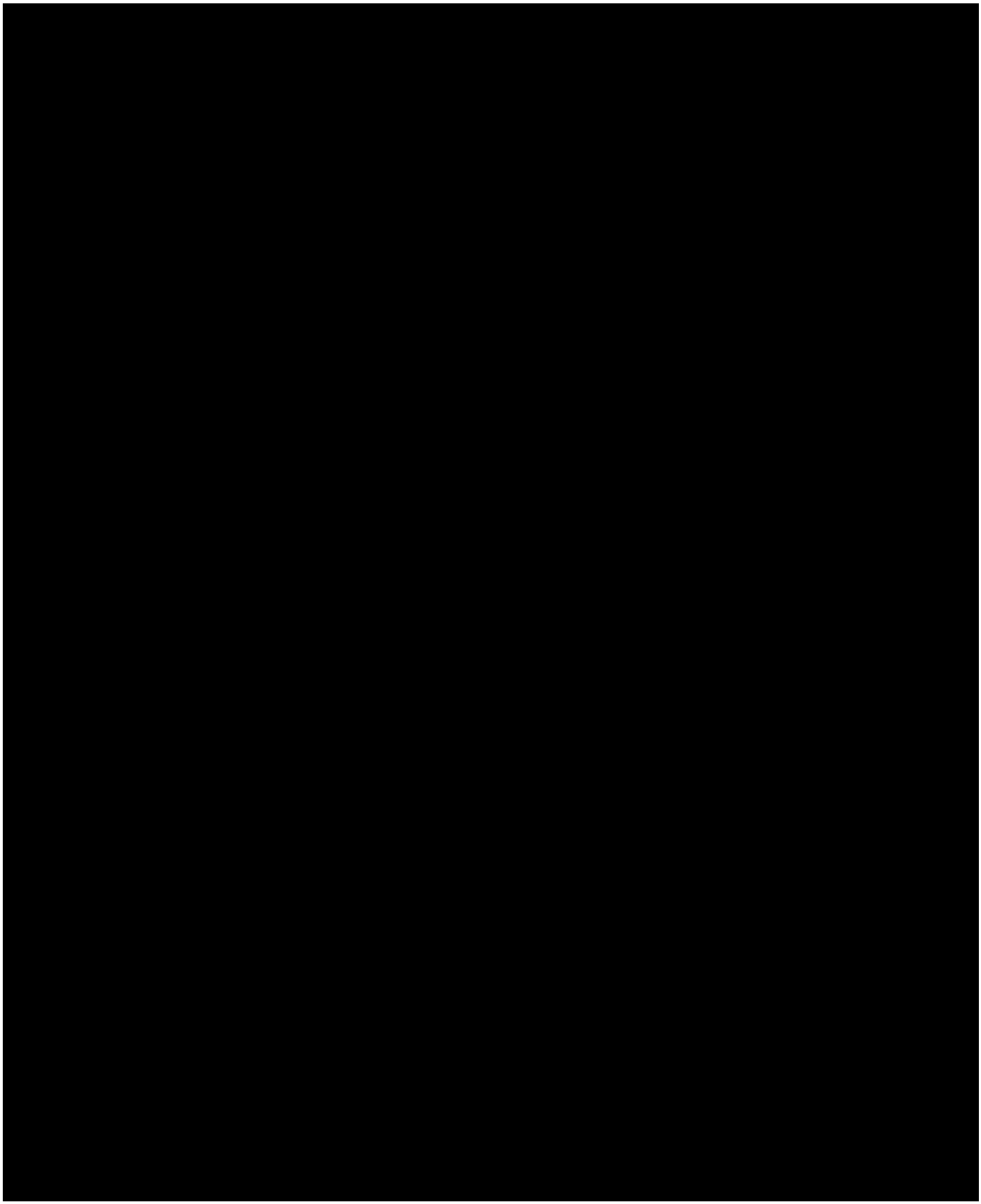


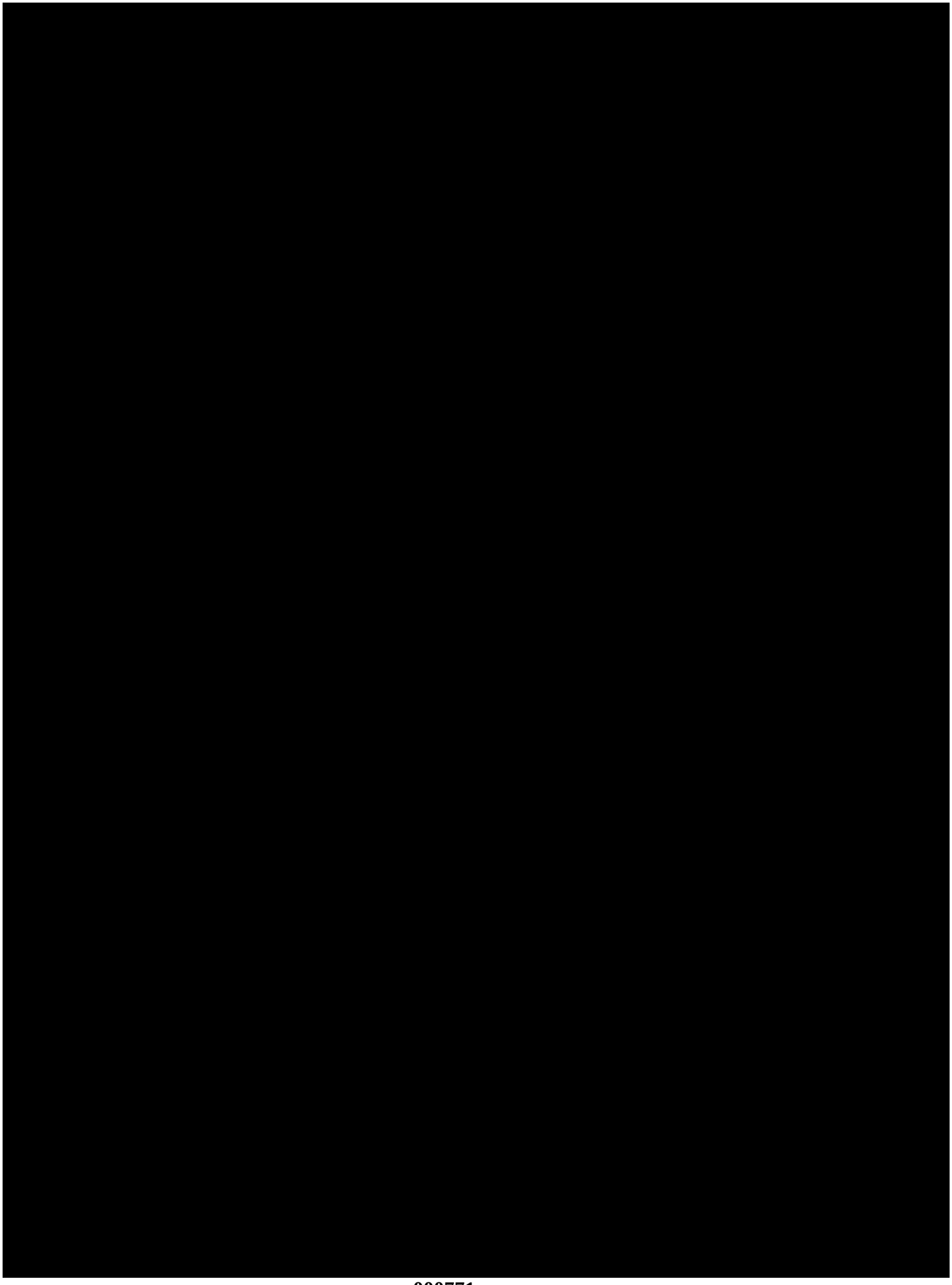


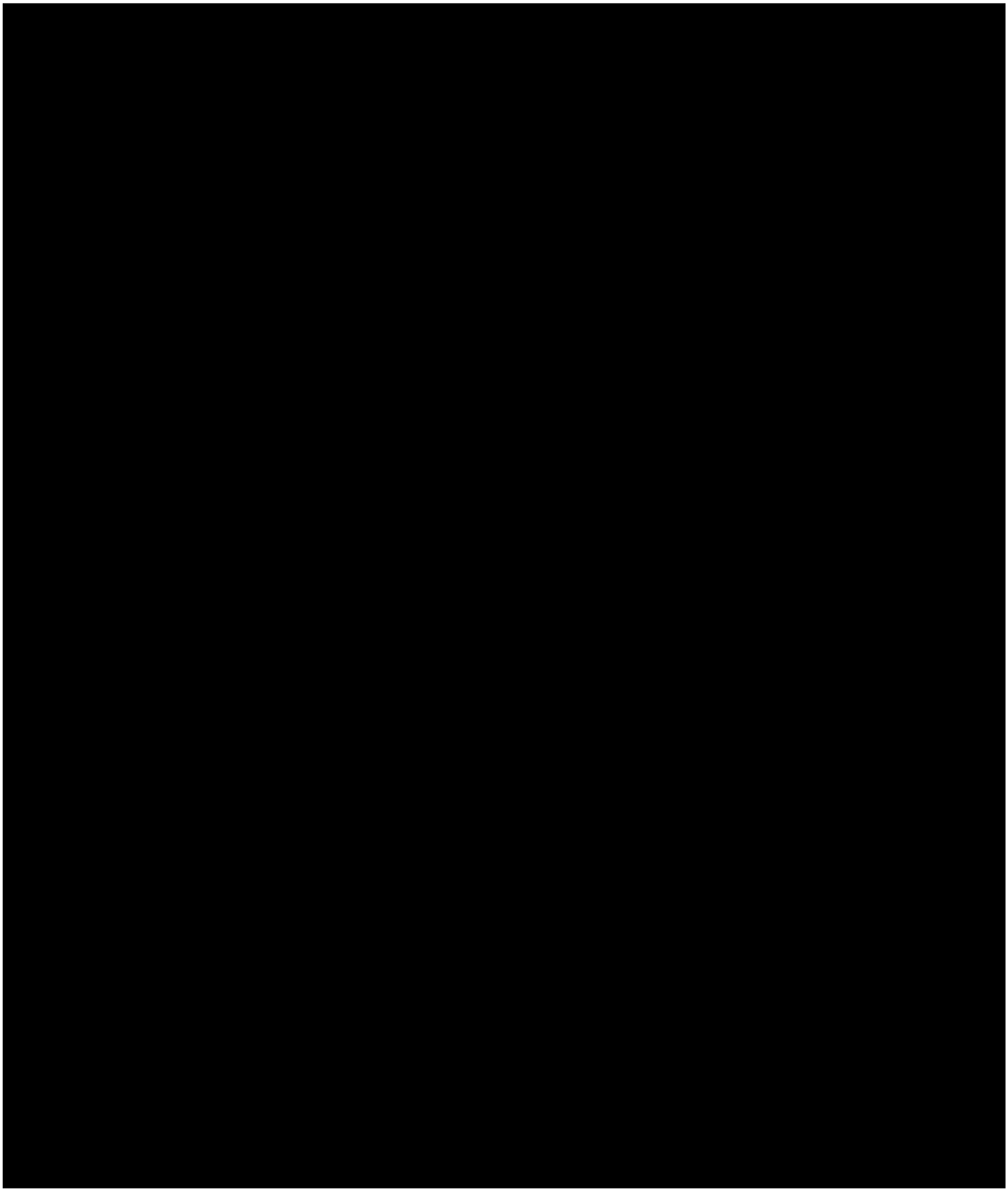


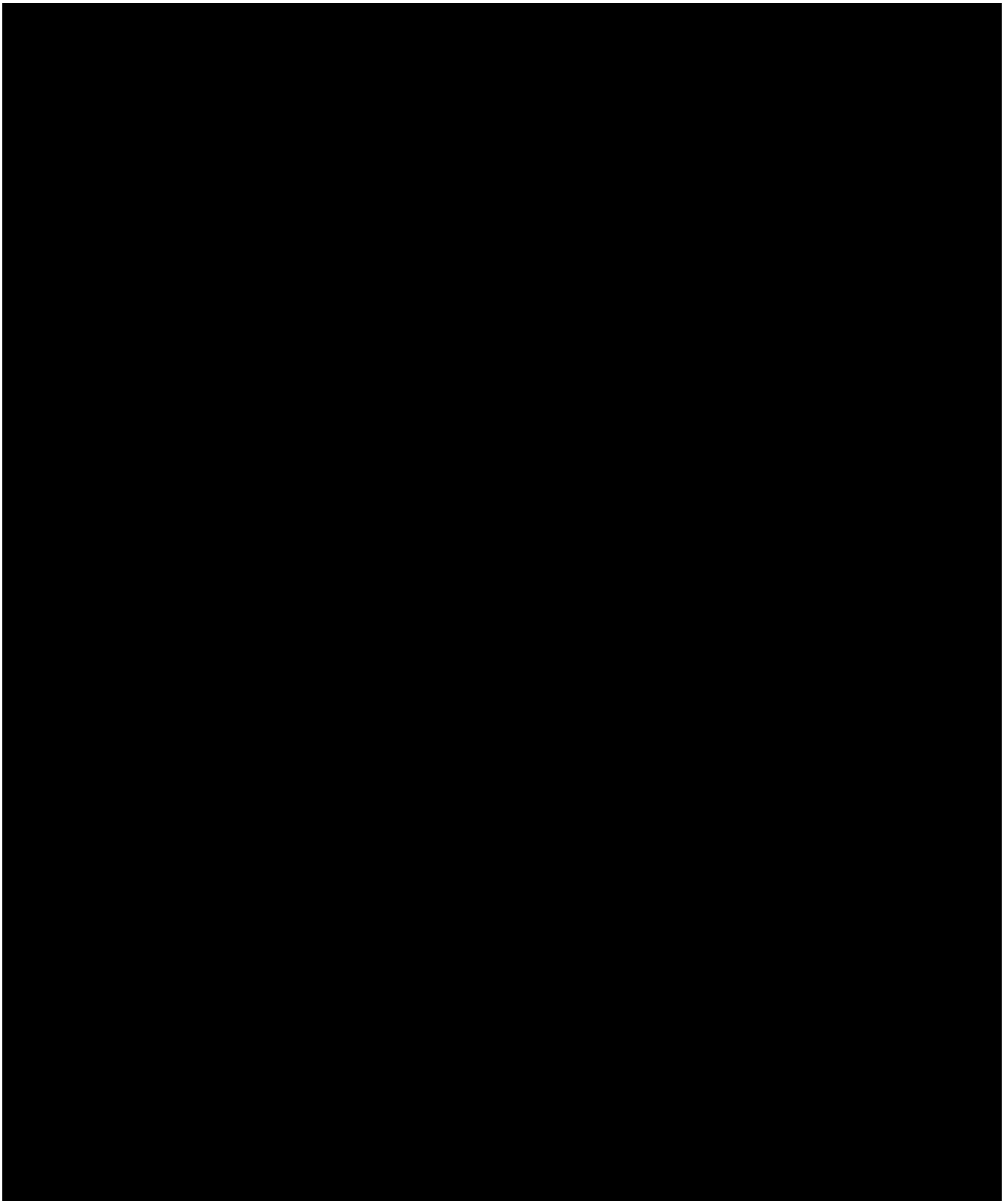


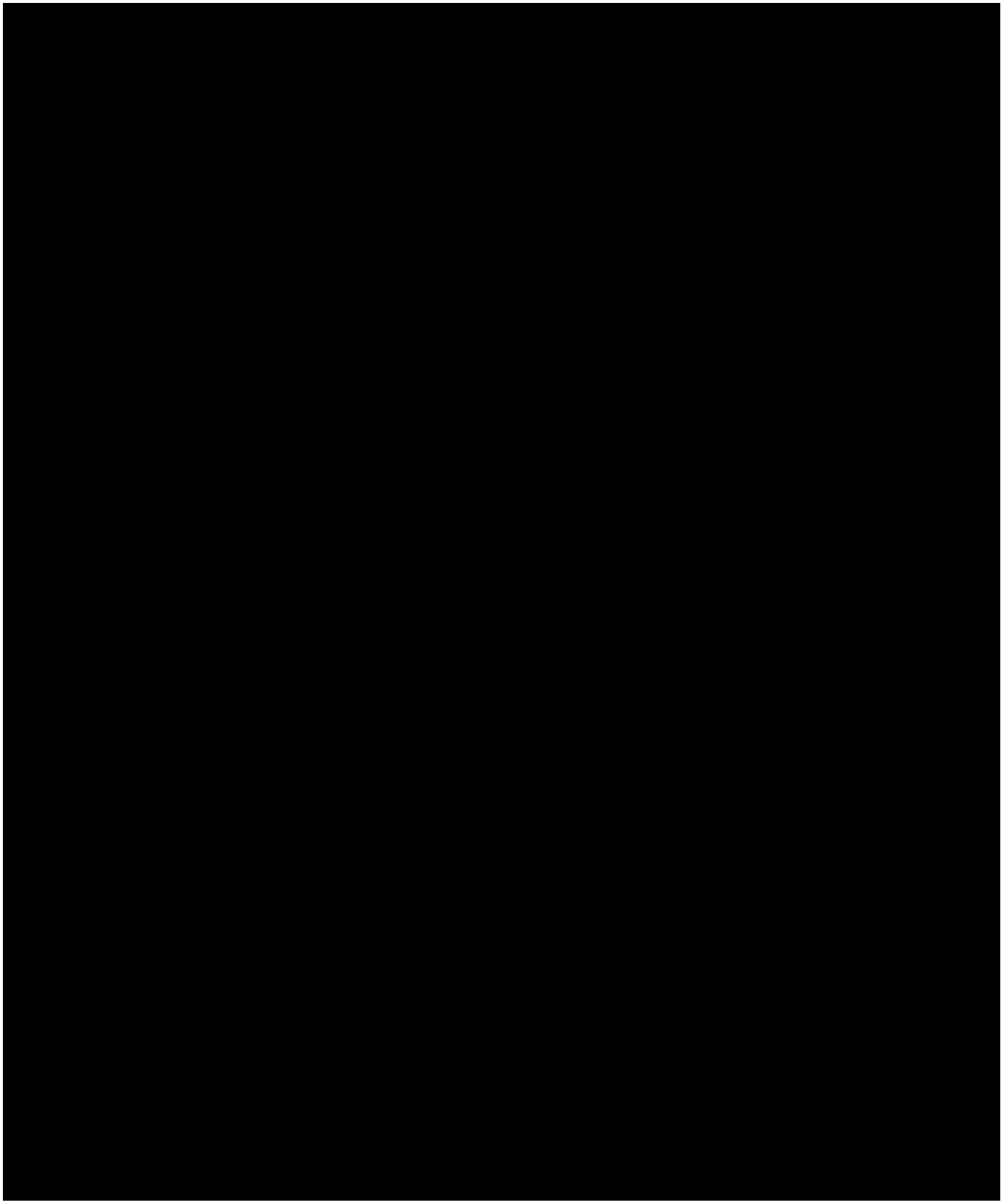


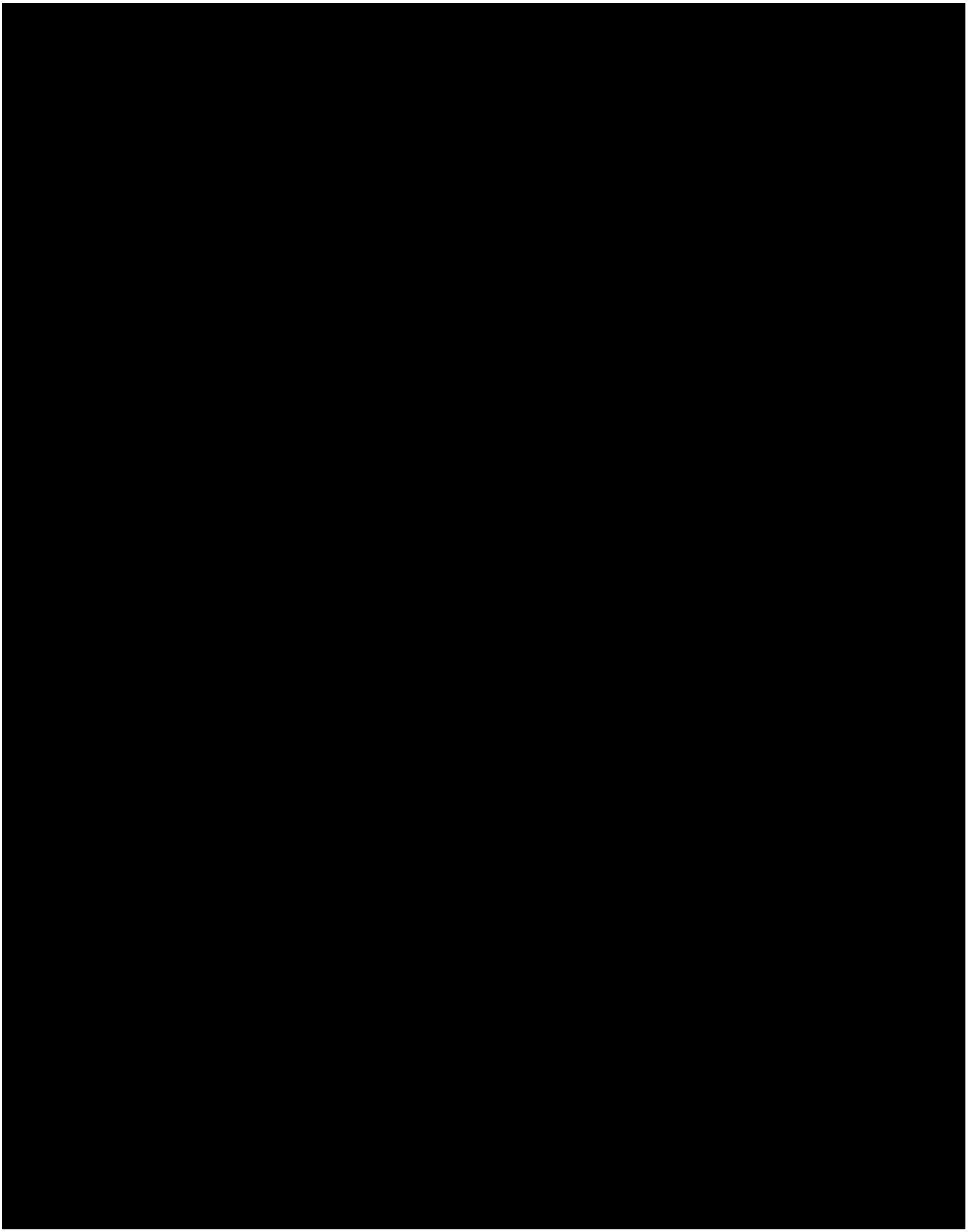


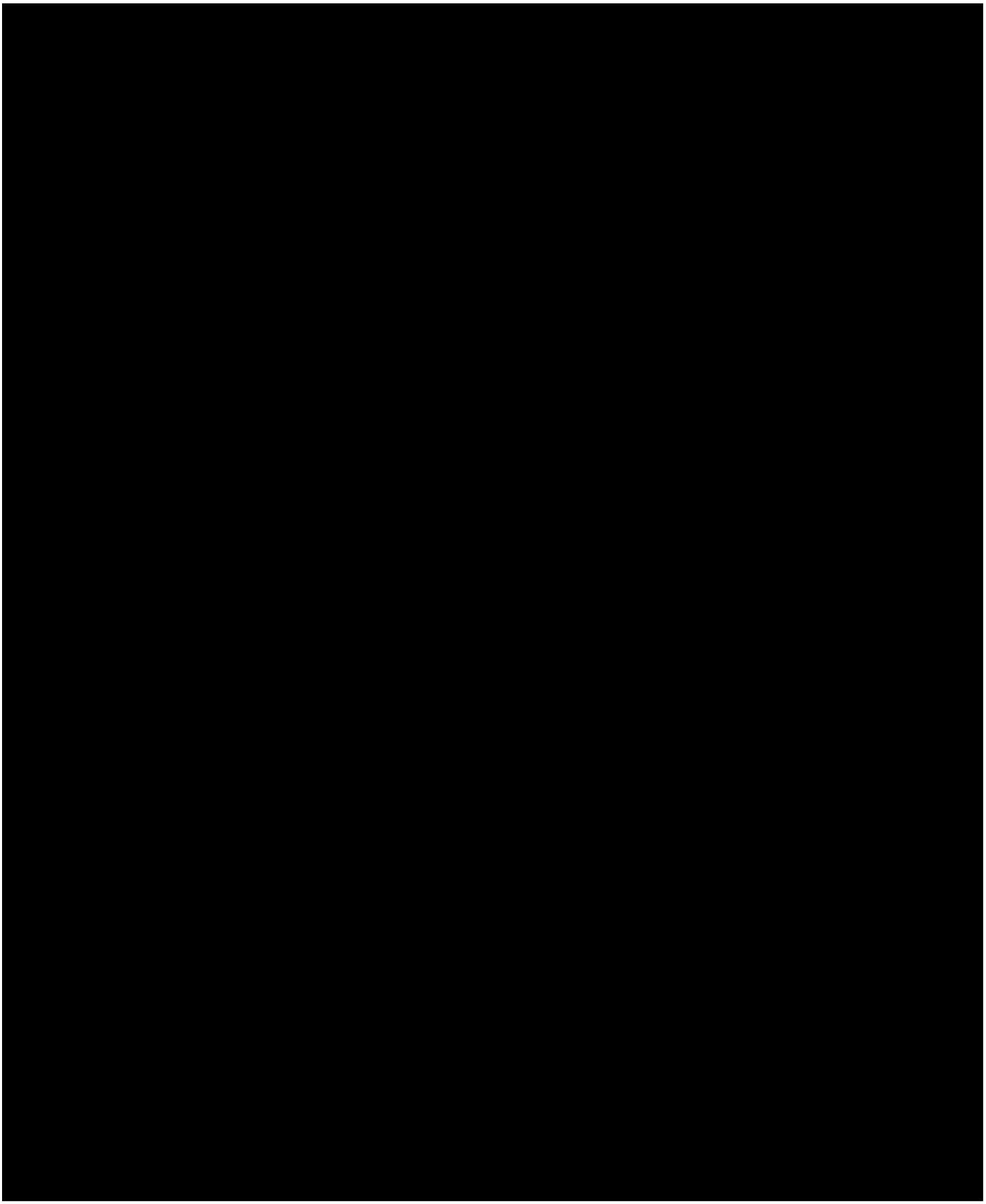


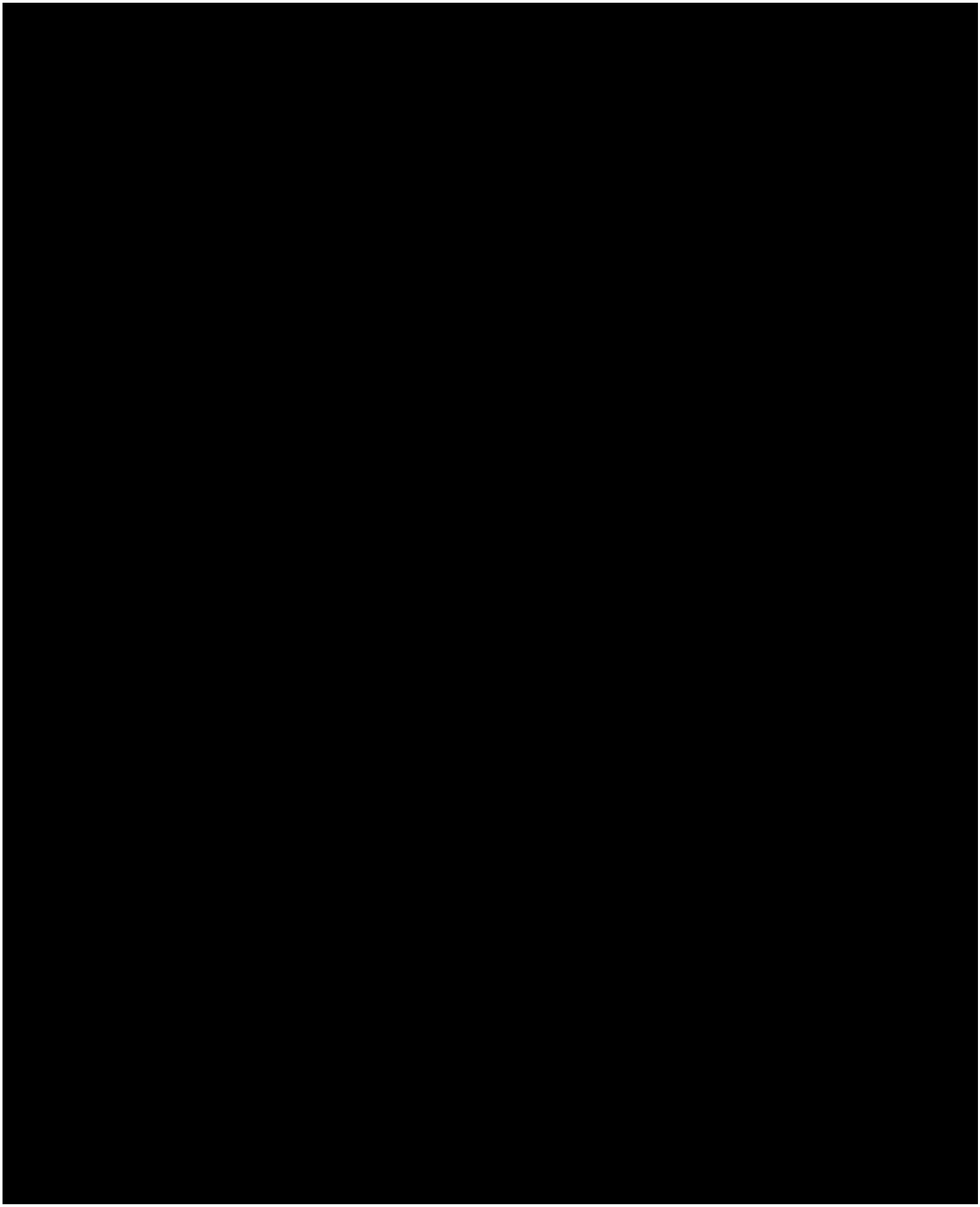


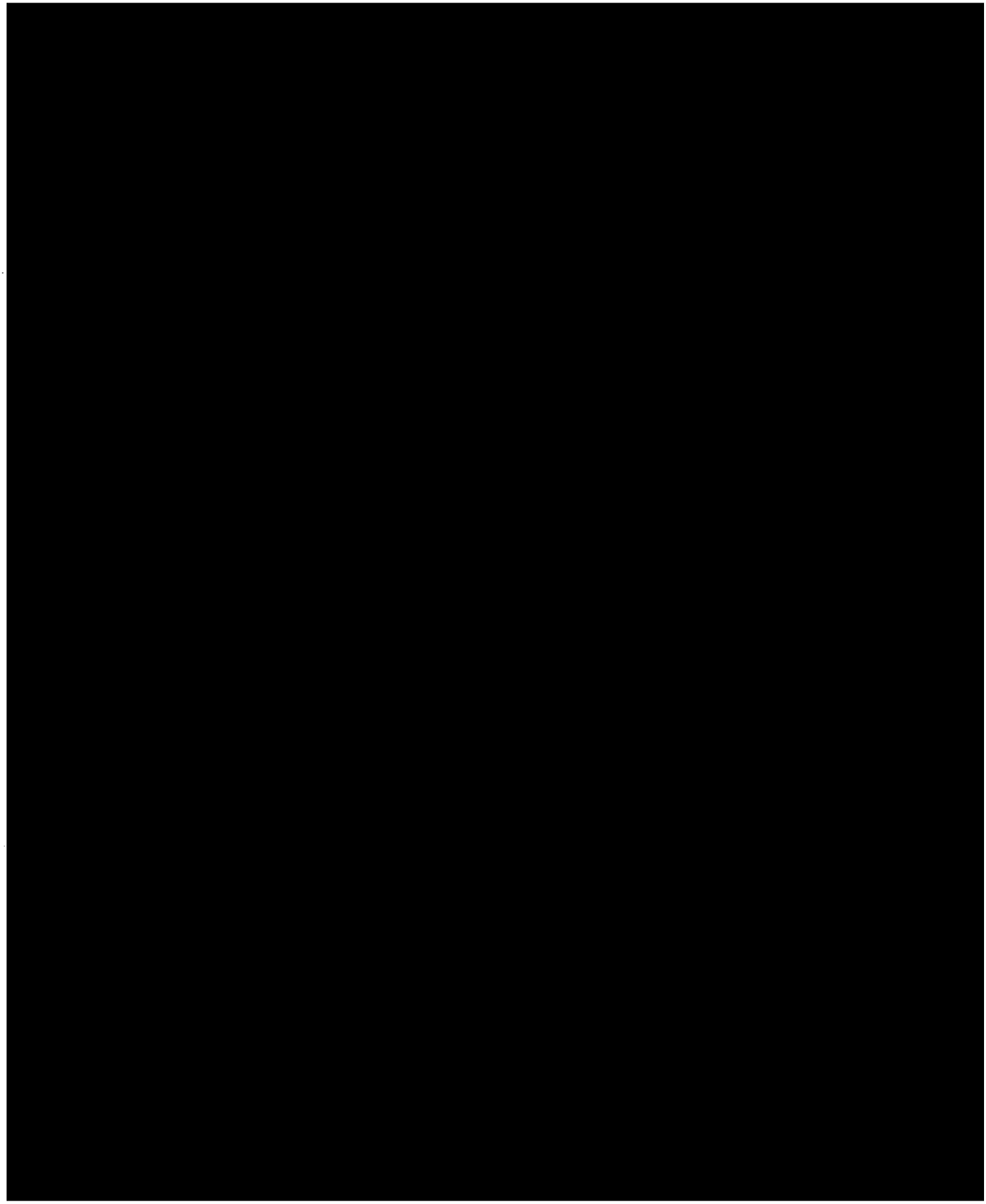


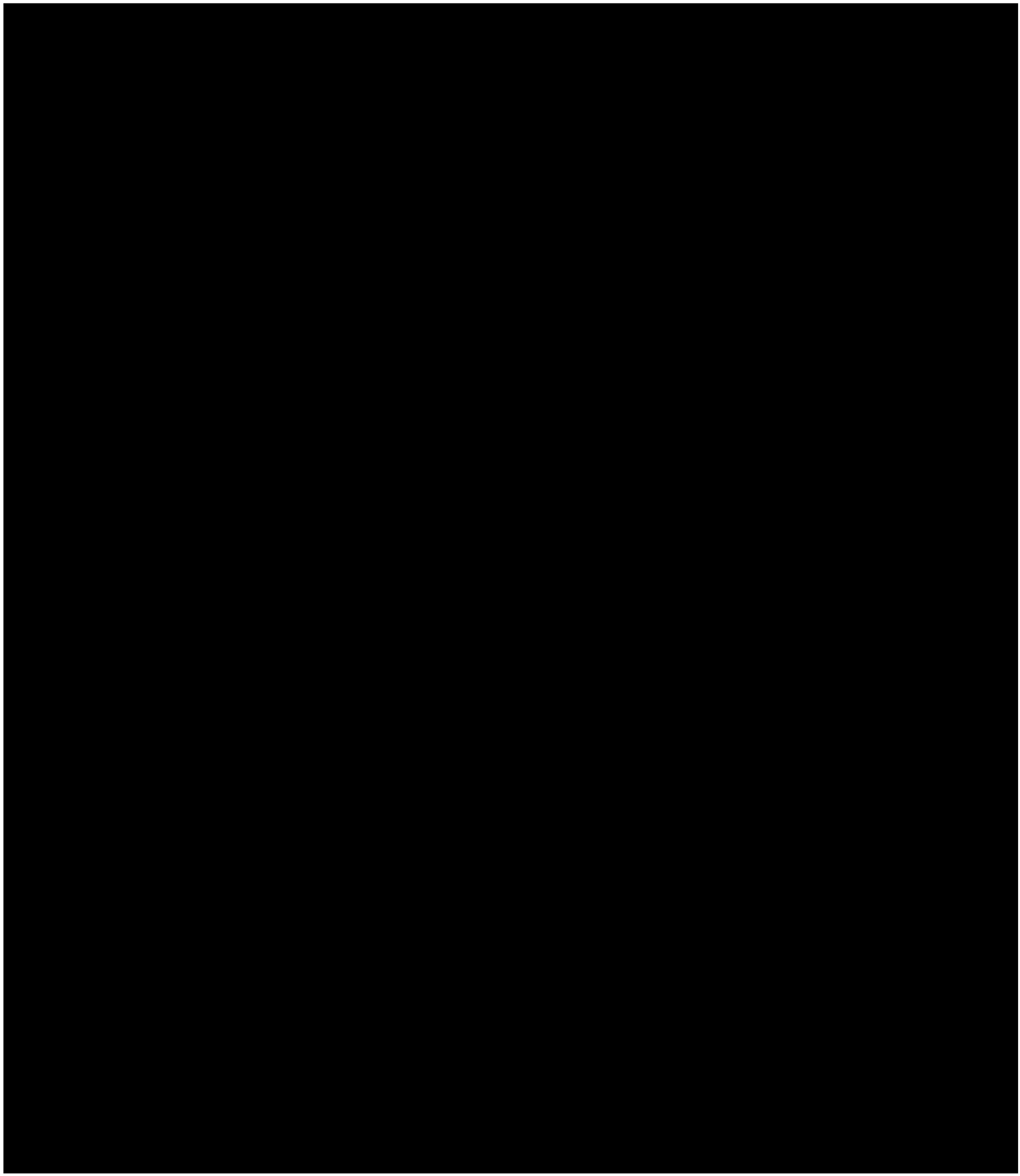


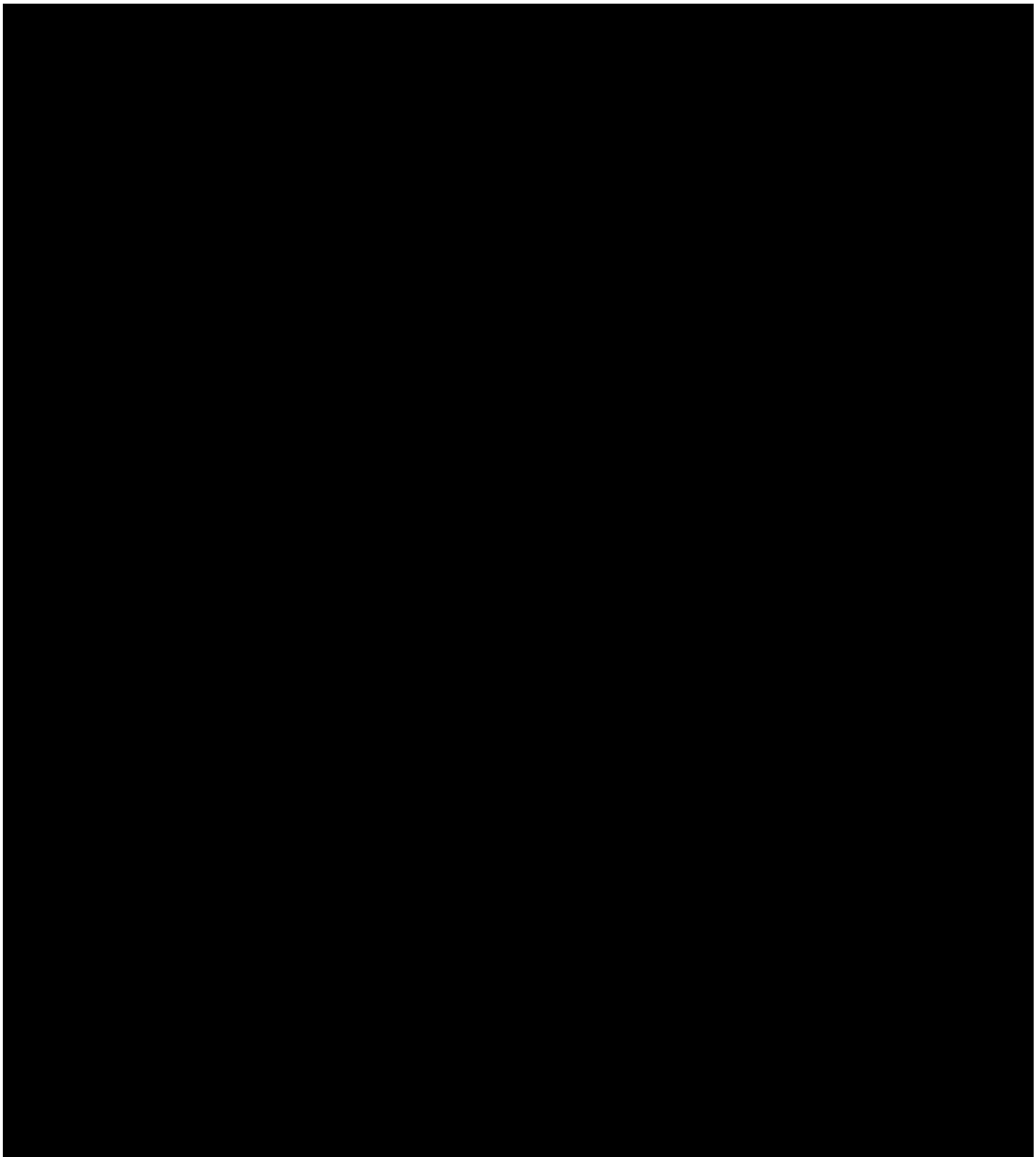


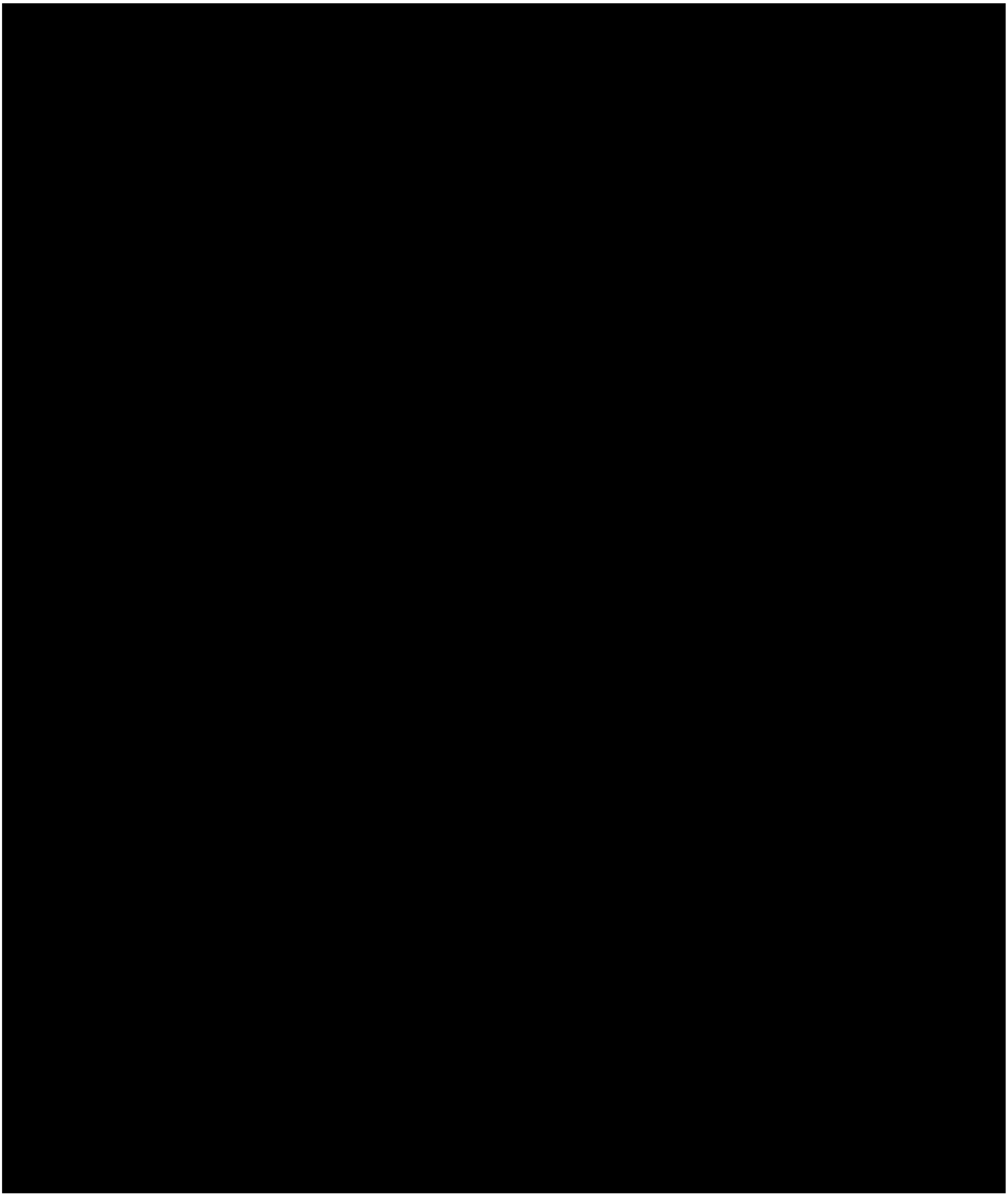




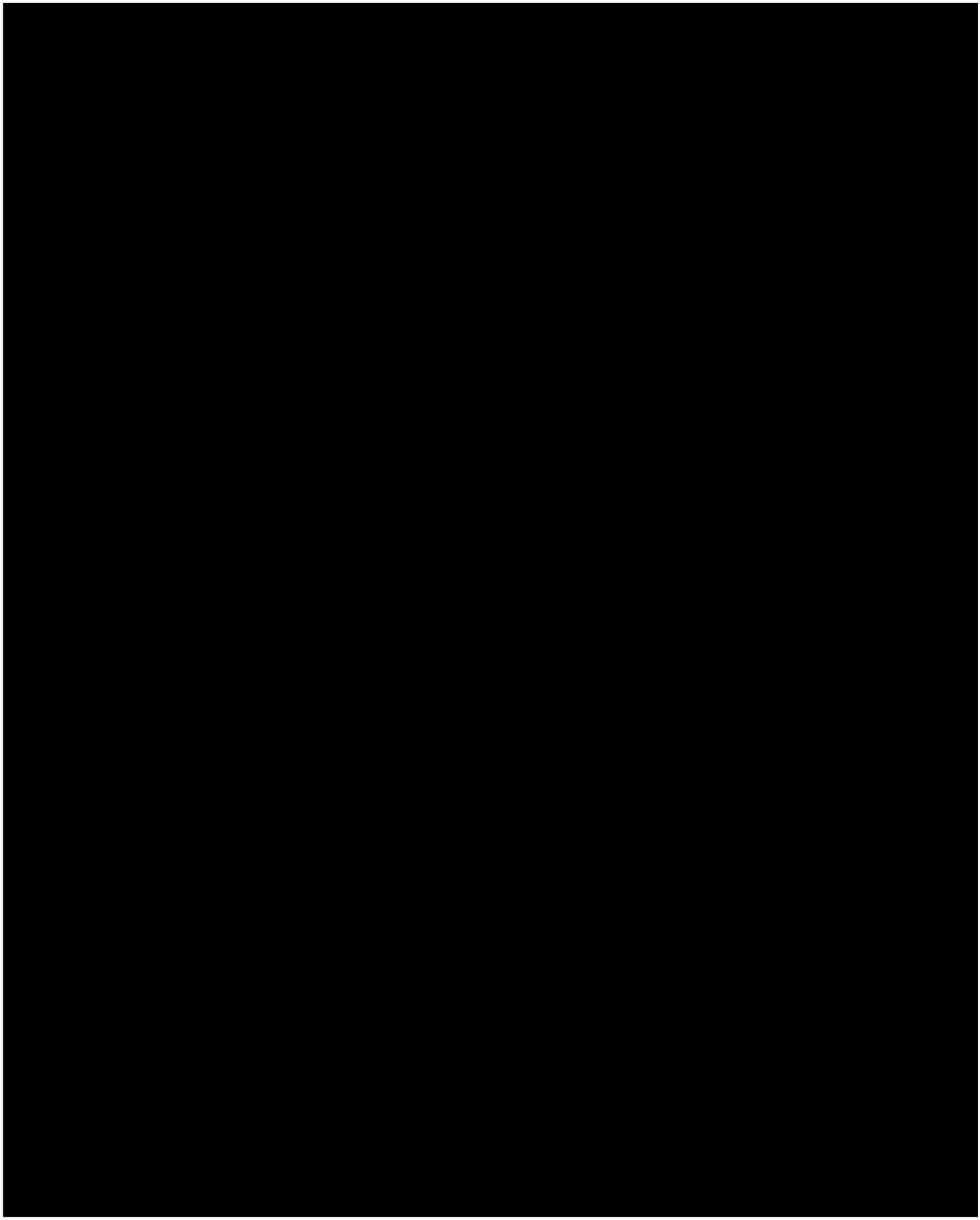












IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
CASE NO.: 502014CP002815XXXXSB (IY)
HONORABLE MARTIN COLIN

OPPENHEIMER TRUST COMPANY
OF DELAWARE, in its capacity as
Resigned Trustee of the Simon Bernstein
Irrevocable Trusts created for the benefit
of Joshua, Jake and Daniel Bernstein,

Petitioner,
vs.

ELIOT AND CANDICE BERNSTEIN,
in their capacity as parents and natural
guardians of JOSHUA, JAKE AND
DANIEL BERNSTEIN, minors,

Respondents.
_____/

OBJECTION TO FINAL ACCOUNTING; PETITION FOR FORMAL, DETAILED, AUDITED AND FORENSIC ACCOUNTING AND DOCUMENT PRODUCTION

Respondents, Eliot Ivan Bernstein and Candice Michelle Bernstein, on behalf of their minor children ("Respondent(s)"), and where the minor children are alleged qualified beneficiaries, hereby Objects in entirety to the Oppenheimer Trust Company of Delaware, "Final Accountings (for the period July 30, 2010 through May 26, 2014)" for the following **alleged** and legally deficient trusts:

A. The Daniel Bernstein Irrevocable Trust Dated September 7, 2006 (Exhibit A) provided by Oppenheimer Trust Company of New Jersey;

B. The Jake Bernstein Irrevocable Trust Dated September 7, 2006; (Exhibit B) provided by Oppenheimer Trust Company of New Jersey

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*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 1/22/2015 10:58:23 AM ***

C. The Joshua Bernstein Irrevocable Trust Dated September 7, 2006; (Exhibit C) provided by Oppenheimer Trust Company of New Jersey

put forth by the former resigned alleged Successor Trustees, Oppenheimer Trust Company of New Jersey dba Oppenheimer Trust Company of Delaware, and their counsel Steven A. Lessne, Esq. as permitted by the Florida Trust Code and any other germane statutes and in support thereof, Respondents allege as follows:

GENERAL OBJECTIONS TO FINAL ACCOUNTING

1. Object that no individual or partner has signed, verified or dated the purported accounting from Morrison, Brown, Argiz & Farra, LLC (MBAF).
2. Object no one has signed, verified or dated the purported accounting from the resigned Trustee Oppenheimer Trust Company.
3. Object to all withdrawals of trust funds by Oppenheimer Trust Company and allege that they were done fraudulently and without proper documentation and converted to improper parties as part of a larger fraud on the beneficiaries of the children's trusts and the beneficiaries of the Estate and Trusts of Simon and Shirley Bernstein who set up the children's trusts as part of their estate plans.
4. Object that three trusts do not indicate what law firm prepared them and are legally deficient and executed improperly.
5. Object that there are no prior accountings attached to the alleged Final Accounting for any of the three trusts, from their date of alleged inception on September 07, 2006 through July 30, 2010.
6. Object that there is not legally executed trust documents attached for the trusts to the final accounting and none have been provided to beneficiaries upon repeated demands for fully

executed documents. This and other problems with the accountings violate Florida Trust Codes 736.0801, 736.0810 (1)&(3), 736.0804, 736.0802 and 736.0809.

7. The trust documents are not fully executed, all are missing initials on the pages (the initials are for minor children at the time?), signature pages are missing entirely for Daniel Bernstein and Trustees named in the document conflict with each other making knowing who the Trustee actually was in the alleged trust document impossible to determine.
8. Object that there are no prior legally required accountings at each change of Trusteeship.
9. Object that there are no prior accountings or documents dating to the inception of the trusts.
10. Object that the trusts listed in this complaint provided by Oppenheimer do not match the statements the monies are withdrawn from, they are funds from accounts held by the SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 in each instance and not those listed in Oppenheimer's complaint and final accounting exhibited herein as Exhibits A B & C.
11. Alleged Trustees for the three trusts are alleged to be:
    a. Traci Kratish, Esq./CPA – Alleged original trustee,
    b. Steven Greenwald, Esq. ("Greenwald") – Alleged original trustee. The three trusts have conflicting statements on Page 1 and Page 2 as to who the Trustee is, naming Greenwald as the original trustee despite Kratish being named on Page 1 as the trustee.
    c. Larry Bishens, Esq. – Alleged original named Successor Trustee to Steven Greenwald, Esq. or Traci Kratish, depending on how the Court determines this conflict in the document,
    d. Stanford Trust Company – Alleged Successor Trustee,
    e. Oppenheimer Trust Company of New Jersey – Alleged Successor Trustee,

f. Oppenheimer Trust Company of Delaware – Alleged Successor Trustee,

g. Unknown, Successor to Oppenheimer of Delaware who resigned as Successor Trustee, to be determined by this Court.

12. Object that there are no signed trust tax returns attached for any years from the trusts inception to present provided for in the final accounting for each trust.

13. Object that there are no legal fee and fiduciary fee backup data for any services rendered by legal counsel or fiduciaries.

14. Object globally that all starting and ending balance entries are unreconcilable due to the failure to attach prior year accountings to this final accounting that accounts only for a portion of the trusts existence.

15. Object that the accountings do not meet generally accepted accounting principles and violate trust codes and statutes regarding final accountings.

16. Object that the accountings do not comply with 736.08135 Trust accountings.-- .

17. Object that the accountings do not comply with 736.0813 Duty to inform and account.-

SPECIFIC OBJECTIONS TO FINAL ACCOUNTING
DANIEL BERNSTEIN, JOSHUA BERNSTEIN AND JACOB BERNSTEIN

OBJECTIONS - SUMMARY PAGE

18. That the objections to the accounting for all three alleged trusts are similar and to save the court and everyone's time and expense this objection while relating to Daniel specifically will be used for all three trust objections unless the Court would like separate filings for each trust that will be almost identical to this. Individual differences will be cited accordingly.

19. The following items on the "Summary" need further investigation, thus Respondent objects as set forth below. In addition, Respondent objects as no substantiating documents were provided, thus the Respondent reserves his right to further object to same.

20. Object to the Summary Accounting in toto in that it accounts only for the Period 07/30/2010 through 05/26/2014 and has no account history prior to that time, from September 07, 2006 when the trust is alleged to have been funded.

21. Account balances beginning and ending cannot be confirmed or reconciled and therefore without prior accounting information to validate them, the whole accounting is fatally flawed and unreconcilable.

22. Object there is no financial information, physical evidence, tangible things or backup relating to the Summary that was provided with the Final Accounting that evidence, support or relate to the summary accounting entries. The lack of prior accounting to validate the entries fails to provide accounting according to generally accepted accounting principles, as there is no way for the beneficiaries to determine the validity of any of the Summary Accounting as it is merely numbers on a page for a limited period of the alleged trusts and no documentation on any entry.

OBJECTIONS TO RECEIPTS OF PRINCIPAL
Receipts Subsequent to Inventory
(Valued when received)

Pages 1-2 – Receipts

23. Object there is no financial information, physical evidence, tangible things or backup relating to the Receipts that were provided with the final accounting that evidence, support or relate to the Receipts. This fails to provide an accounting of receipts according to generally accepted accounting principles and there is no way for the beneficiaries to determine the validity of any of the receipt accounting as it is merely numbers on a page for a limited period.

24. Object there is no receipt information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship or thereafter.

25. Object to the Receipt Pages in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

26. Object to Receipt entries in toto as there are no actual receipts attached to confirm or deny any of the entries.

27. Object to the 09/20/2010 LIC Holdings Inc 6 Units - $0.00 entry.

    a. Object. No accounting for LIC Holdings Inc. has been provided to the beneficiaries of these trusts since its inception and in the Estate of Simon where they are listed as part of the Amended Inventory as "N/A." Ted Bernstein has refused all requests to turn over these records for over two years to beneficiaries of these trusts and beneficiaries of Simon's Estate to define their interest in this entity and the many entities that are held under it.

    b. No tax returns are attached for LIC Holdings Inc. so object to arbitrary valuation provided

    c. That the beneficiaries have sent repeated requests to Oppenheimer requesting information be gathered by them regarding LIC Holdings, acting as alleged Trustee for the beneficiaries who hold interest in this entity. The repeated demands for the accounting have failed.

28. No financial information, physical evidence, tangible things or backup relating to any account documents, statements, valuations, stock certificates, buy-sell or any other information regarding LIC Holdings, Inc. were provided with the final accounting that evidence or relate to this transaction for review by Respondents.

29. The Accounting fails to comply with the Florida Trust Code with regard to LIC Holdings, Inc. as no information regarding LIC has been provided.

30. That LIC Holdings, Inc. ("LIC") and its subsidiaries and successors are the companies owned by Simon Bernstein and the three trusts also own significant interests in them. To this date, per conversations with the Curator, Benjamin Brown, Esq. and the new Personal Representative Brian O'Connell for the Estate of Simon it was learned that no records of LIC et al. have been tendered to the Estate regarding these entities as well. Beneficiaries and interest holders of LIC also have received no records or copies of stock holdings, tax returns, etc. and the company has been listed on the Amended Inventory and Final Accounting in the Simon Bernstein Estate as N/A. No Final Accounting can be completed without information regarding the value of these entities.

31. That requests for legally required information regarding LIC to Janet Craig of Oppenheimer Trust Company by the beneficiaries of the alleged Trusts, which allegedly hold stock in LIC has been denied. Thus the Estate and the children's Trusts appear denied these suppressed records relating to the financials of LIC, which Theodore Bernstein appears in control of and which he apparently refuses to release in violation of law to any parties he is legally obligated to disclose to.

32. That the following emails evidence Oppenheimer's failure to provide the legally required information upon demand.

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, November 8, 2013 11:54 AM
To: 'Craig, Janet'; Hunt Worth ~ President @ Oppenheimer Trust Company (Hunt.Worth@opco.com); William McCabe Esq. @ Oppenheimer Trust Company (William.McCabe@opco.com); 'katie.saia@opco.com'; 'patrick.wade@opco.com'; 'pat.wade@opco.com'
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. (marcrgarber@gmail.com); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net)
Subject: RE: Joshua Jacob and Daniel Bernstein Trusts

Janet, while this addresses a small part of my requests in the email sent below, I do not see any reply to the other matters information was requested for, including the information on LIC Holdings. Did you request the information for LIC Holdings as requested below and if so can you please send me the letters sent to them and their response. I do also note that Ted and Spallina were copied on your response to my private and confidential email and I ask by what authority and whose direction are you copying this PRIVATE AND CONFIDENTIAL information to these parties on, please address each party separately? Please confirm that you did not blind copy any other parties on the emails. In addition to the records for LIC Holdings, please provide the same information for Bernstein Family Realty LLC as requested below for LIC Holdings, as you were Manager and the shares for both are listed under the trusts you are still trustee of. I am still unclear under what authority you made Ted manager, knowing of the disputes going on and that my children are the owners of the company, as this seems a breach of fiduciary duties and trust. That you did this after first stating that you were turning over the Manager position to me and then without notice or approval of my family appointing Ted appears preposterous because he volunteered, how was he contacted about volunteering, please provide accurate details into how that occurred and who was involved in the decision. Did you contact him or he you?

That prior to my father's passing I am aware of information that he was concerned about his Oppenheimer accounts and these concerns had him making inquiries for accounting of all of his assets, in all of his family members Oppenheimer accounts and personal accounts, as he was concerned the balances were incorrect and did not think his assets were being handled properly and transferred correctly from the various banks they were shuffled to by his brokers from the transition from Stanford Bank (infamous for Sir Robert Allen Stanford Ponzi), to JP Morgan and Oppenheimer, please provide all past records of all Bernstein accounts or letters you may possess in regards to his inquiries immediately prior to his passing regarding the accounts and all of your firms responses. Also, I was informed that each child had 1.2 shares of LIC Holding and your accounting statement is only reflecting 1, please provide details regarding the discrepancies. Also, under Bernstein Family Realty you show each child owning 0.334 shares, so collectively 1 share, please clarify how many shares were issued and to whom and when and provide all records and minutes, etc. regarding the stocks? Also, please provide all records you received from Legacy Bank regarding the prior Legacy Account that was being used to pay my family bills, prior to Spallina redirecting this to you and converting it instead to the children's school trust funds to pay those bills, instead of Bernstein Family Realty LLC's accounts. As I am sure you are aware, Spallina's Law Firm was involved in fraud and forgery and their notary public was arrested for fraud and this would further make sharing my information with them without my express consent, as my emails maintain confidentiality statements on them as well, and again, for the third time this unauthorized transfer of the records to adversaries of my family seems a gross breach of fiduciary and more.

I will continue to send you all requests for funds since I have yet to see proper papers on the trusts and LLC as they are missing notaries in some instances and other documents you sent are incomplete with missing signatures as mentioned in my prior correspondences and with all this forgery and fraud going on with Spallina et al. it is hard to assess what has transpired in these accounts. I feel that you have obligations as Trustee and former Manager to verify if these monies and assets have been handled properly and have taken whatever actions and legal actions necessary to protect the beneficiaries you are responsible for and the funds you over sighted. Please go through this email and the email request below and answer each and every request separately as to how you're handling each issue. Finally, if you plan on sending this email to any other parties please get my consent if you are transferring my correspondences.

Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, October 31, 2013 4:11 PM
To: Craig, Janet; Worth, Hunt
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber, Esquire @ Flaster Greenberg P.C.
Subject: Joshua Jacob and Daniel Bernstein Trusts

Janet, please provide the following based on the information that you sent to me whereby Oppenheimer is the trustee for the trusts for Joshua, Jacob and Daniel. As such under Article 5 (specifically 5.5), accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. Other than the 6 shares of LIC Holdings, Inc. stock, I am not sure what other assets there are. The current trustee has the right to ask prior trustees for an accounting if none was previously provided to you (refer to last sentence of 5.5). No accountings have been previously provided me or my children. Provide a complete accounting that includes investment accounts, bank accounts, trust tax returns, etc. for all years. As I am the legal guardian for my children, I am asking for all these as they were supposed to have been provided by you.

There are 6 shares of LIC Holdings Inc. stock in each trust. Oppenheimer should request on behalf of the trust beneficiaries pursuant to Florida Statute 607.1602 for inspection of the corporate records from LIC Holdings, Inc. The request should include all years from corporate inception to present. Florida Statute 607.1601 describes corporate records:

607.1601 Corporate records.—
(1) A corporation shall keep as permanent records minutes of all meetings of its shareholders and board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation.
(2) A corporation shall maintain accurate accounting records. (at the very least, you should request accounting and financial records of LIC Holdings including income tax returns, general ledgers, balance sheets, P&L statements, bank statements, loan agreements or guarantees)
(3) A corporation or its agent shall maintain a record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each.
(4) A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
(5) A corporation shall keep a copy of the following records:
(a) Its articles or restated articles of incorporation and all amendments to them currently in effect;
(b) Its bylaws or restated bylaws and all amendments to them currently in effect;
(c) Resolutions adopted by its board of directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
(d) The minutes of all shareholders' meetings and records of all action taken by shareholders without a meeting for the past 3 years;
(e) Written communications to all shareholders generally or all shareholders of a class or series within the past 3 years, including the financial statements furnished for the past 3 years under s. 607.1620;
(f) A list of the names and business street addresses of its current directors and officers; and
(g) Its most recent annual report delivered to the Department of State under s. 607.1622.

Please advise LIC Holdings, Inc. that you are seeking to inspect the records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously or is currently taking place.

I will be happy to go to the LIC office on my children's behalf and copy the records requested if they have any problems copying them. I will provide you with a copy as well. As my schedule is flexible please make the request with a 5 day notice as the statute requires and I will co-ordinate the time with the secretary in the office or they can have them ready for pick up.

Eliot I. Bernstein

33. 09/20/2010 Bernstein Family Realty LLC (33% interest) - $(36,667.00)

    a. Object no historical accounting for the entity.

    b. Object no tax returns attached for any years to determine what assets were held so object to arbitrary valuation provided.

34 09/20/2010 Bernstein Family Realty LLC (33% interest) - 1st Mortgage - (36,667.00)

    a. Object. No historical accounting for this mortgage since inception.

35. 09/20/2010 Bernstein Family Realty LLC (33% interest)- 2nd Mortgage – (121,667.00)

    a. Object that this is a non perfected mortgage and that no promissory note has been supplied.

    b. Object no accounting for this loan since inception.

GAINS AND LOSSES ON SALES AND OTHER DISPOSITIONS

Pages 3-17 / Net Gain (or Loss) on Sales or Other Dispositions

36. Object there is no Net Gain (or Loss) on Sales or Other Dispositions information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.
37. Object to the Net Gain (or Loss) on Sales or Other Dispositions Pages in toto in that they account only for the Period 07/30/2010 through 05/26/2014.
38. Object to Net Gain (or Loss) on Sales or Other Dispositions in toto as there are no actual receipts attached to confirm or deny any of the proposed numbers.

OBJECT - OTHER RECEIPTS ALLOCABLE TO PRINCIPAL
Income Taxes - Refunds (Prin)
Miscellaneous

Page 18 / Other Receipts

39. Object regarding the following tax entries. There are no copies of checks or tax returns to support the accounting.
    a. 01/03/2011 2009 Federal Fiduciary Tax Refund - Check Dtd 12/28/2010 - $ 2,729.00
    b. 01/20/2011 2008 Federal Fiduciary Tax Refund - $25,569.82
    c. 10/24/2011 2010 Federal Fiduciary Tax Refund - $2,482.00
    d. 02/12/2014 2010 Federal Fiduciary Tax Refund - $2,613.00
    e. Total Income Taxes - Refunds (Prin) 33,393.82
    f. TOTAL OTHER RECEIPTS - $ 33,393.82
40. Object there is no Income Taxes - Refunds (Prin) information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

41. Object to the Income Taxes - Refunds (Prin) entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

42. Object to Income Taxes - Refunds (Prin) in toto as there are no actual copies of IRS forms, checks or returns attached to confirm or deny any of the proposed numbers.

OBJECT - DISBURSEMENTS OF PRINCIPAL

Page 19 / Accounting Fees

43. Object regarding the Accounting Fees entries. There are no copies of bills or work product, including returns to support the accounting.

44. Object there is no Accounting Fees information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

45. Object to the Accounting Fees entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

Pages 19-20 / Fiduciary Fees

46. Object regarding the Fiduciary Fees entries. There are no copies of bills or work product, including returns to support the accounting.

47. Object there is no Fiduciary Fees information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

48. Object to the Fiduciary Fees entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

Page 20 / Income Taxes

49. Object regarding the Income Taxes entries. There are no copies of checks or tax returns to support the accounting.

50. Object there is no Income Taxes information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

51. Object to the Income Taxes entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

52. Object to Income Taxes in toto as there are no actual copies of IRS forms, checks or returns attached to confirm or deny any of the proposed numbers.

OBJECT - DISTRIBUTIONS OF PRINCIPAL FOR BENEFICIARIES

Pages 21-27 / Distributions for Beneficiaries

53. Object regarding the Distributions for Beneficiaries. There are no copies of receipts or back up information to support the accounting.

54. Object there is no Distributions for Beneficiaries information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

55. Object to the Distributions for Beneficiaries entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

56. Object to Distributions for Beneficiaries in toto as there are no actual copies of IRS forms, checks or returns attached to confirm or deny any of the proposed numbers.

OBJECT - PRINCIPAL BALANCE ON HAND

Page 28 / Principal Balance on Hand

57. 09/20/2010 LIC Holdings Inc 6 Units - $0.00

a. Object. No accounting for LIC Holdings Inc. has been provided to the beneficiaries of these trusts since its inception and in the Estate of Simon where they are listed as part of the Amended Inventory as "N/A." Ted Bernstein has refused all requests to turn over these records for over two years to beneficiaries of these trusts and beneficiaries of Simon's Estate.

b. No tax returns attached.

c. See Exhibit A – Eliot Letters to Oppenheimer requesting information be gathered by them as alleged Trustee for the beneficiaries regarding LIC. Repeated demands for the accounting have failed.

58. 09/20/2010 Bernstein Family Realty LLC (33% interest) - $129,699.59

a. Object no historical accounting for the entity.

b. Object no tax returns attached for any years to determine what assets were held so object to valuation.

59. 09/20/2010 Bernstein Family Realty LLC (33% interest) - 1st Mortgage - (36,667.00)

a. Object. No historical accounting for this mortgage since inception.

60. 09/20/2010 Bernstein Family Realty LLC (33% interest)- 2nd Mortgage – (121,667.00)

a. Object non perfected mortgage and no promissory note.

b. Object no accounting for this loan since inception.

61. Object regarding the Principal Balance on Hand entries. There is no historical information for the entries.

62. Object there is no Principal Balance on Hand information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

63. Object to the Principal Balance on Hand entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

64. Object to Principal Balance on Hand in toto as there are no actual stock certificates, corporate accounting information, copies of IRS returns to confirm or deny any of the proposed numbers regarding LIC.

65. Object to Mortgages as there are no historical account information regarding them, for example loan payments, etc.

OBJECT - INFORMATION SCHEDULES
Changes in Investment Holdings

Pages 29-33

66. Object regarding the Changes in Investment Holdings entries. There is no historical information for the entries.

67. Object there is no Changes in Investment Holdings information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

68. Object to the Changes in Investment Holdings entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

69. Object to Changes in Investment Holdings in toto as there are no supporting backup documents regarding any of the entries.

OBJECT - RECEIPTS OF INCOME

Objection Pages 34-48 / Receipts

Dividends

70. Object regarding the Dividends entries. There is no historical information for the entries.

71. Object there is no Dividends information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

72. Object to the Dividends entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

73. Object to Dividends in toto as there are no supporting backup documents regarding any of the entries.

Interest
Miscellaneous

74. Object regarding the Interest entries. There are no copies of checks or tax returns to support the accounting.

75. Object there is no Interest information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

76. Object to the Interest entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

77. Object to Interest in toto as there are no actual copies of IRS forms, checks or returns attached to confirm or deny any of the proposed numbers.

OBJECT - DISBURSEMENTS OF INCOME

Objections Page 49 / Accountant Fees and Fiduciary Fees

78. Object regarding the Accountant Fees entries. There are no copies of bills or work product, including returns to support the accounting.

79. Object there is no Accountant Fees information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.

80. Object to the Accountant Fees entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

Fees and Commissions

81. Object regarding the Fees and Commission entries. There are no copies of bills or work product, including returns to support the accounting.

Fiduciary Fees

82. Object regarding the Fiduciary Fees entries. There are no copies of bills or work product, including returns to support the accounting.
83. Object there is no Fiduciary Fees information prior to inventory and the time when Oppenheimer Trust Company of New Jersey is alleged to have received trusteeship.
84. Object to the Fiduciary Fees entries in toto in that they account only for the Period 07/30/2010 through 05/26/2014.

OBJECT - DANIEL BERNSTEIN IRREVOCABLE TRUST FOR THE PERIOD JULY 30, 2010 THROUGH MAY 26, 2014 DISCLOSURE STATEMENTS

85. That the following disclosure statements attached to Daniel's accounting is for Jacob Bernstein not Daniel. There are no disclosure statements for Joshua or Daniel and Jacob's disclosures are used in each trusts accounting while they are not applicable to each accounting.
86. "Oppenheimer Trust Co accepted appointment as successor trustee on July 30, 2010. No assets were received by Oppenheimer Trust Co for the Jake Bernstein Irrevocable Trust until September 20, 2010."

a. Object – Do not believe that Oppenheimer was properly elected as Successor Trustee of the alleged trust and that these trusts and the accountings are part of a larger fraud on the beneficiaries.

b. Object – where were the assets for two months, where is an accounting for this period?

87. "There has been no activity for the Jake Bernstein Irrevocable Trust since May 26, 2014 in the Oppenheimer Trust Co account."

a. Object – There is no accounting to reflect this and this statement is for Jacob not Daniel.

88. "33% interest in Bernstein Family Realty LLC - Bernstein Family Realty LLC owns a 100% interest in a personal residence located 2753 N.W. 34th St., Boca Raton, Florida. We are informed that this property is the primary residence of minors, Joshua, Jake, and Daniel Bernstein, and their parents, Eliot and Candice Bernstein. According to the Palm Beach Property Appraiser website, the property was purchased on June 18, 2008 for $360,000. We have received information that there are currently two (2) mortgages secured by the property. The first mortgage is a promissory note dated June 20, 2008, which was amended February 15, 2012 for $110,000. Interest is due annually at 3.5%, and the principal was due June 19, 2014. The second mortgage dated July 9, 2008 for $365,000. The loan terms were not included with the record mortgage in Palm Beach County."

a. Object – No documentation and accounting for the mortgages and promissory notes.

89. "**To the best of our knowledge**, we have reflected the following carrying values for a 33% interest in Bernstein Realty LLC **[emphasis added]**:

- $120,000 - Purchase price of personal residence ($360,000 * 1/3)

i. Object - no accounting or other information to support this "best of our knowledge" guesstimate

- $ 36,667 - Balance due on first mortgage ($110,000 * 1/3)

ii. Object - no accounting or other information to support this "best of our knowledge" guesstimate.

- $121,667 - Balance due on second mortgage ($365,000 * 1 /3)

iii. Object - no accounting or other information to support this "best of our knowledge" guesstimate.

90. Object that the Accounting is deficient as it fails to comport with the Florida Trust Code, among other things, the accounting classifies multiple transactions as, "Mortgages" and "Interest" yet provides no other information.

WHEREFORE, Respondents hereby object to the "Final Accounting" for the time period of 07/30/2010 through 05/26/2014, and requests that this Court enter an Order:

1. For attorneys' fees and costs,
2. Denying the Final Accounting and demanding a new properly executed Final Accounting be tendered to this Court;
3. Demand that all records be produced to support the Final Accounting to all appropriate parties, necessary to validate the Final Accounting;
4. Demand all records in the possession of Oppenheimer Trust Company be turned over to the beneficiaries for inspection;
5. Report Oppenheimer Trust Company and their attorney Lessne to proper authorities for administering trusts without legally executed documents and fraudulently crafted documents submitted to this Court in each trust as part of another fraud on this Court,

committed again by the Attorneys at Law acting as Officers of this Court in conjunction with the fiduciaries appointed by this Court and Your Honor, similar to the felony misconduct already proven in the Estates and Trusts of Simon and Shirley Bernstein.

PETITION FOR FORMAL, DETAILED, AUDITED AND FORENSIC ACCOUNTING AND DOCUMENT ANALYSIS

91. Respondents state that all costs for an audited forensic accounting and forensic document analysis should be billed to Oppenheimer Trust Company of New Jersey and Oppenheimer Trust Company of Delaware who have caused the need for now a thorough analysis of the Trusts and accountings due to the legally insufficient trust documents and this wholly legally insufficient accounting.

WHEREFORE, Respondents respectfully request that this Court enter an Order:

1. Demanding a Full Forensic Accounting of the Final Accounting, the Dispositive Documents and all documents and records relating to the trusts, and,

2. Granting such other and further relief as the Court deems just and proper.

Signed on January 22, 2015.

Respectfully submitted,

By: ELIOT BERNSTEIN, individually and on behalf of his minor children, who are alleged qualified beneficiaries of Settlor's Estate and Trusts,

Respondent (*pro se*)

2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (telephone)
Email address: iviewit@iviewit.tv

By: CANDICE BERNSTEIN, individually and on behalf of her minor children, who are alleged qualified beneficiaries of Settlor's Estate and Trusts,
Respondent (*pro se*)
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (telephone)
Email address: tourcandy@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Petition was served via electronic mail on Wednesday, January 22, 2015 to the parties listed in the attached Service List.

Eliot Bernstein, Pro Se Petitioner
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459

(561) 245.8588 (telephone)
Email address: iviewit@iviewit.tv

EMAIL SERVICE LIST

Steven Lessne, Esq.
Gray Robinson, PA
225 NE Mizner Blvd #500
Boca Raton, FL 33432
steven.lessne@gray-robinson.com

EXHIBIT A

The Daniel Bernstein Irrevocable Trust Dated September 7, 2006 provided by Oppenheimer Trust Company of New Jersey



SIGNATURE PAGES ARE ENTIRELY MISSING FROM THE DOCUMENT!

No Law Firm markings or file markings indicating who did this document.

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Daniel Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

Traci Kratish is a she not a he and denies being a part of this document done prior to her employment

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, DANIEL BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

All pages missing initials. Daniel is a minor child.

4.1 **Discretionary Distributions.** The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 **Distribution of Principal.** When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 **Distribution Upon Death Before Age 25.** Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 **Incapacity of Trustee.** If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 **Resignation.** Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 **Power to Name Other Trustees.** Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 **Powers of Successor Trustees.** Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 **Accountings.** Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 **Acts by Other Fiduciaries.** The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 **Court Supervision.** The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 **Compensation.** Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 **Indemnity.** Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 **Successor Trustee.** In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

Here Steven I. Greenwald, Esq. is stated to be the initial Trustee not Kratish as stated on page 1!

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 **Type of Assets.** Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 **Original Assets.** Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 **Tangible Personal Property.** To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 **Specific Securities.** To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment

funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 **Property Transactions.** To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets.** To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors.** To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform

Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 **Custodian.** To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 **Settle Claims.** To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 **Corporate Rights.** To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 **Partnership Interests.** To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all

rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 **Self-Dealing.** To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise those powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 **Expenses.** An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 **Terminate Small Trusts.** To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 **Allocations to Income and Principal.** To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 **Use of Income.** Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 **Valuations.** In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 **Incorporation.** To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 **Delegation.** To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 **Advances.** To make cash advances or loans to beneficiaries, with or without security.

7.25 **Investment Manager.** To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 **Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 **Disclaim Assets or Powers.** To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 **Transfer Situs.** To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 **Related Parties.** To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 **Additional Powers for Income-Producing Real Estate.** In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 **Electing Small Business Trust.** The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 **Qualified Subchapter S Trust.** If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

(1) Distributions that are to be made to a person's **descendants, per stirpes,** will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

INITIALS _____
DANIEL BERNSTEIN IRREVOCABLE TRUST

SIGNATURE PAGES ARE ENTIRELY MISSING FROM THE DOCUMENT!

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT B

The Jake Bernstein Irrevocable Trust Dated September 7, 2006 provided by Oppenheimer Trust Company of New Jersey



No Law Firm markings or file markings indicating who did this document.

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Jake Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

Traci Kratish is a she not a he and denies being a part of this document done prior to her employment

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JAKE BERNSTEIN.

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

All pages missing initials. Jacob is a minor

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 **Distribution of Principal.** When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 **Distribution Upon Death Before Age 25.** Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 **Incapacity of Trustee.** If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 **Resignation.** Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 **Power to Name Other Trustees.** Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 **Powers of Successor Trustees.** Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 **Accountings.** Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a

beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 **Acts by Other Fiduciaries.** The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 **Court Supervision.** The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 **Compensation.** Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 **Indemnity.** Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 **Successor Trustee.** In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

Here Steven I. Greenwald, Esq. is stated to be the initial Trustee not Kratish as stated on page 1!

INITIALS _____
JAKE BERNSTEIN IRREVOCABLE TRUST

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 **Property Transactions**. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money**. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets**. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised *solely* by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors**. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions**. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in *street certificates, at a depository trust company,* or in a book entry system.

7.12 **Custodian.** To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 **Settle Claims.** To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 **Corporate Rights.** To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 **Partnership Interests.** To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 **Self-Dealing.** To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 **Expenses.** An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 **Terminate Small Trusts.** To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 **Allocations to Income and Principal.** To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 **Use of Income.** Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 **Valuations.** In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 **Incorporation.** To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 **Delegation.** To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 **Advances.** To make cash advances or loans to beneficiaries, with or without security.

7.25 **Investment Manager.** To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 **Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 **Disclaim Assets or Powers.** To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 **Transfer Situs.** To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 **Related Parties.** To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 **Additional Powers for Income-Producing Real Estate.** In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 **Electing Small Business Trust.** The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 **Qualified Subchapter S Trust.** If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 **Rules for Distributions.** In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) ***Standard of Living.*** *Distributions to a beneficiary for health,* education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 **Funding Gifts.** The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

INITIALS _____
JANE BERNSTEIN IRREVOCABLE TRUST

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 **Powers of Appointment.** The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 **Notices.** Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 **Certifications.**

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

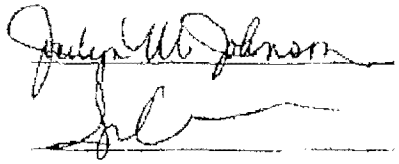
11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

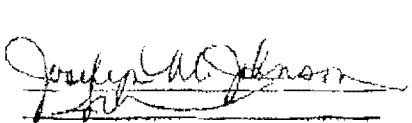


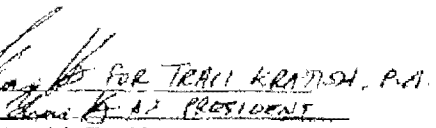
Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE
Traci Kratish, P.A.





Two witnesses as to Traci Kratish

Traci Kratish, President

INITIALS _____
JAKE BERNSTEIN IRREVOCABLE TRUST

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXHIBIT C

The Joshua Bernstein Irrevocable Trust Dated September 7, 2006 provided by Oppenheimer Trust Company of New Jersey



No Law Firm markings or file markings indicating who did this document.

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A.is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

Traci Kratish is a she not a he and denies being a part of this document done prior to her employment

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 **Discretionary Distributions.** The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

All pages missing initials. Joshua is a minor child.

4.2 **Distribution of Principal.** When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 **Distribution Upon Death Before Age 25.** Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 **Incapacity of Trustee.** If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 **Resignation.** Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 **Power to Name Other Trustees.** Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary *shall appoint a successor Corporate* Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 **Powers of Successor Trustees.** Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 **Accountings.** Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 **Acts by Other Fiduciaries.** The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 **Court Supervision.** The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 **Compensation.** Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its *published* fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 **Indemnity.** Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions *against the current* Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This *indemnification right* will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 **Successor Trustee.** In the event the initial Trustee, Steven I. Greenwald , resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

Here Steven I. Greenwald, Esq. is stated to be the initial Trustee not Kratish as stated on page 1!

bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 **Type of Assets.** Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 **Original Assets.** Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 **Tangible Personal Property.** To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 **Specific Securities.** To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 **Property Transactions.** To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 **Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 **Maintain Assets.** To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 **Advisors.** To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 **Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 **Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 **Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 **Custodian.** To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 **Settle Claims.** To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 **Corporate Rights.** To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate these rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 **Partnership Interests.** To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 ***Self-Dealing.*** To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 **Expenses.** An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 **Terminate Small Trusts.** To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 **Allocations to Income and Principal.** To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 **Use of Income.** Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 **Valuations.** In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 **Incorporation.** To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 **Delegation.** To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 **Advances.** To make cash advances or loans to beneficiaries, with or without security.

7.25 **Investment Manager.** To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 **Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 **Disclaim Assets or Powers.** To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 **Transfer Situs.** To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 **Related Parties.** To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 **Additional Powers for Income-Producing Real Estate.** In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 **Rules for Distributions.** In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 **Funding Gifts.** The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 **Accumulated Income.** Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 **Estate Tax on Included Property.** If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 **Transactions With Other Entities.** The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) **Trustees.**

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 **Powers of Appointment.** The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 **Notices.** Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 **Certifications.**

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 **Applicable Law.** All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 **Gender and Number.** Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 **Further Instruments.** The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 **Binding Effect.** This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

There is no date above.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Whose signature is this as the second witness?

Kratish denies having signed this document.

Signed in the presence of:

TRUSTEE
Traci Kratish, P.A.

FOR TRACI KRATISH, P.A.

AS PRESIDENT

Two witnesses as to Traci Kratish

Traci Kratish, [redacted], President

Whose signature is this as the second witness?

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502014CP002815XXXXSB
HONORABLE MARTIN COLIN

ELIOT and CANDICE BERNSTEIN,

IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Plaintiffs,

v.

OPPENHEIMBER & CO., INC. ET AL,

Defendants.

_____/

STIPULATION FOR SUBSTITUTION OF COUNSEL

It is hereby stipulated and agreed by and between the undersigned counsel that HINSHAW & CULBERTSON LLP be substituted as counsel of record for Defendants, Gerald R. Lewin, CPA and CBIZ, Inc., and that the law firm of WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP shall be relieved of further representation of said Defendants.

DATED: January 23, 2015

HINSHAW & CULBERTSON, LLP.
2525 Ponce De Leon Blvd, 4th Floor
Miami, Florida 33134

By: _____
RONALD L. KAMMER
Florida Bar No. 360589
rkammer@hinshawlaw.com

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP
100 S.E. Second Street, Suite 3800
Miami, Florida 33131

By: _____
ANTHONY P. STRASIUS
Florida Bar No. 988715
Anthony.strasius@wilsonelser.com

15015264v1 A3365

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 1/23/2015 3:50:52 PM ***

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502014CP002815XXXXSB
HONORABLE MARTIN COLIN

ELIOT and CANDICE BERNSTEIN,

IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Plaintiffs,

v.

OPPENHEIMBER & CO., INC. ET AL,

Defendants.

_____/

ORDER ON STIPULATION FOR SUBSTITUTION OF COUNSEL

THIS CAUSE having come before the Court upon the Stipulation for Substitution of Counsel, and the Court being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that said Stipulation be, and the same is hereby approved.

DONE AND ORDERED in chambers at Palm Beach County, Florida this ___day _____, 2015

_____
CIRCUIT COURT JUDGE

Copies furnished to:
Counsel of Record

15015264v1 A3365

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502014CP002815XXXXSB
HONORABLE MARTIN COLIN

ELIOT and CANDICE BERNSTEIN,

IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

Plaintiffs,

v.

OPPENHEIMBER & CO., INC. ET AL,

Defendants.

2015 FEB -5 AM 9:42
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH FILED

ORDER ON STIPULATION FOR SUBSTITUTION OF COUNSEL

THIS CAUSE having come before the Court upon the Stipulation for Substitution of Counsel, and the Court being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that said Stipulation be, and the same is hereby approved.

DONE AND ORDERED in chambers at Palm Beach County, Florida this 4 day of Feb, 2015

CIRCUIT COURT JUDGE

Copies furnished to:
Counsel of Record

15015264v1 A3365

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.

_____/

NOTICE OF CHANGE OF LAW FIRM, ADDRESS AND E-MAIL DESIGNATION FOR STEVEN A. LESSNE, ESQ. (COUNSEL FOR PETITIONER)

Steven A. Lessne, Esq., counsel for Petitioner, Oppenheimer Trust Company of Delaware, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein, hereby notifies the Court and all parties that he is no longer associated with the law firm of GrayRobinson, P.A., and is now associated with the law firm of Gunster, Yoakley & Stewart, P.A. Mr. Lessne certifies that Petitioner has elected to have him continue his representation of Petitioner through the Gunster law firm. Mr. Lessne's new contact information and e-mail designations are as follows:

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 2/9/2015 10:53:52 AM ***

Steven A. Lessne, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

E-Mail Designations:
slessne@gunster.com
jhoppel@gunster.com
eservice@gunster.com

All motions, pleadings, orders, correspondence and papers in this case should be served on Steven A. Lessne at the above address.

Dated this 9th day of February, 2015.

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail and U.S. Mail to all parties on the attached Service List this 9th day of February, 2015.

/s/ Steven A. Lessne
Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
ivewit@ivewit.tv
ivewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

WPB_ACTIVE 6250612.1

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION TO STRIKE OBJECTION TO FINAL ACCOUNTING AND TO APPOINT GUARDIAN *AD LITEM* TO REPRESENT MINOR BENEFICIARIES IN ACCOUNTING PROCEEDINGS; ALTERNATIVE MOTION TO ESTABLISH SCHEDULE AND PROTOCOL FOR ACCOUNTING PROCEEDINGS

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), moves (i) to strike the "Objection to Final Accounting; Petition for Formal, Detailed Audited and Forensic Accounting and Document Production" (the "Objection") filed by Eliot and Candice Bernstein, "individually and on behalf of [their] minor children, who are alleged qualified beneficiaries of Settlor's Estate and Trusts," *see Objection, p. 20*, (ii) for the

appointment of a guardian *ad litem* to represent the minor beneficiaries in the accounting proceedings; and (iii) alternatively, for the entry of an order establishing a schedule and protocol for conducting the accounting proceedings. In support hereof, Oppenheimer states:[1]

I. THE OBJECTION SHOULD BE STRICKEN

On November 7, 2014, this Court entered an Order providing, in relevant part, as follows (emphasis supplied):

> Oppenheimer may file and serve final accountings for each of the Grandchildren Trusts with the Court. Within twenty (20) days after Oppenheimer files and serves its final accountings, the Bernsteins, as natural guardians of the minor beneficiaries, may file form, line-item objections to the final accountings. Thereafter, the Court will conduct appropriate proceedings on the final accountings.
>
> The Court withholds ruling on Oppenheimer's Motion to Appoint Guardian *Ad Litem* for Minor Beneficiaries, but may reconsider Oppenheimer's Motion after the Bernsteins file their objections to the final accounting or at a later date.

A true copy of the Order is attached hereto as Exhibit "A." The Bernsteins' Objection violates the Order and should be stricken for the following reasons: (i) it was not timely filed; (ii) it sets forth broad, generalized objections and other challenges; and (iii) it asserts objections by the Bernsteins in their individual capacities.

A. The Objection Is Untimely

Oppenheimer filed and served its final accountings on December 17, 2014. The Bernsteins did not serve their objections within twenty (or even thirty) days, nor did they request an extension of the Court-imposed deadline. The Bernsteins' late-filed Objection should be stricken and their objections deemed waived.

[1] Oppenheimer filed this action solely in its capacity as the Resigned Trustee and does not, by the filing of this Motion, voluntarily appear in this action or subject itself to the jurisdiction of this Court in any other capacity.

B. The Objection Does Not Substantively Comply With the Court Order

Instead of filing "form, line-item objections" as ordered by this Court, the Bernsteins filed an all-inclusive Objection (combined with a "Petition for Formal, Detailed, Audited and Forensic Accounting and Document Production") that challenges not only the final accountings, "in toto," but also the validity of the Grandchildren Trusts and Oppenheimer's status as trustee.[2]

Specifically, the Bernsteins:

- Object to the validity of the Grandchildren Trusts as being "alleged and legally deficient trusts," Objection, p. 1 (see fn 2 herein);
- Object to Oppenheimer's standing as trustee and characterize Oppenheimer as the "alleged Successor Trustee," Objection, p. 2 (see fn 2 herein);
- "Object to all withdrawals of trust funds by [Oppenheimer] and allege that they were done fraudulently and without proper documentation and converted to improper parties as part of a larger fraud on the beneficiaries of the [Grandchildren Trusts] and the beneficiaries of the Estates and Trusts of Simon and Shirley Bernstein…" Objection, p. 2, ¶ 3 (emphasis supplied); [3]
- Object that the "[t]rustees named in the document conflict with each other knowing who the Trustee actually was in the alleged trust document impossible to determine," Objection, p. 3, ¶ 7 (see fn 2 herein);
- Object that the trust accounting begins on the date Oppenheimer became accountable as successor trustee, and does not encompass periods when prior trustees were accountable, Objection, p. 5, ¶ 20 (*but see* Fla. Stat. § 736.07135, providing that a trust accounting must only report information "… from the date on which the trustee became accountable…");

---

[2] On July 8, 2010, on the Bernsteins' Petition, this Court (in Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB) entered **Final Orders** appointing Oppenheimer Trust Company as the successor trustee of the Grandchildren Trusts. Copies of those Orders are attached hereto as Composite Exhibits "B" through "D." Oppenheimer requests that the Court take judicial notice of the Final Orders pursuant to §§ 90.201(1) and/or 90.202(6), Florida Statutes. Any challenges to the validity of the Grandchildren Trusts and/or the authority of Oppenheimer to administer the Grandchildren Trusts were required to be made in those proceedings. Any such challenges raised in these proceedings are barred by *res judicata*, collateral estoppel and other preclusion doctrines.

[3] Oppenheimer has never acted in a fiduciary capacity in connection with any Simon or Shirley Bernstein estate or trust other than the Grandchildren Trusts.

- Object to the "whole accounting" because "[a]ccount balances beginning and ending cannot be confirmed or reconciled," Objection, p. 5, ¶ 21;

- Object to each and every section of the accountings, **"in toto"**, as follows:

  - The entire "Summary Accounting" (Summary of Account) section, Objection, p. 5, ¶¶ 19-22;

  - The entire "Receipts of Principal" section (pages 1-2 of the accountings), Objection, p. 6, ¶¶ 23-26;

  - The entire "Gains and Losses on Sales and Other Dispositions" section (pages 3-17 of the accountings), Objection, p. 10, ¶¶ 36-38;

  - The entire "Other Receipts Allocable to Principal" section (page 18 of the accountings), which section is comprised solely of "Income Taxes – Refunds" entries, Objection, p. 11, ¶¶ 39-42;

  - The entire "Disbursements of Principal" section (pages 19-20 of the accountings), including:

    - All "Accounting Fees," Objection, p. 11, ¶¶ 43-45;

    - All "Fiduciary Fees," Objection, p. 11, ¶¶ 46-48; and

    - All "Income Taxes," Objection, p. 12, ¶¶ 49-52;

  - The entire "Distributions of Principal for Beneficiaries" section (pages 21-27 of the accountings), Objection, p. 12, ¶¶ 53-56;

  - The entire "Principal Balance on Hand" section (page 28 of the accountings), Objection, p. 14, ¶¶ 61-64;

  - The entire "Information Schedules" section (pages 29-33 of the accountings), which is comprised solely of "Changes in Investment Holdings" entries, Objection, p. 14, ¶¶ 66-69;

  - The entire "Receipts of Income" section (pages 34-48 of the accountings), including:

    - All "Dividends" entries, Objection, p. 14, ¶¶ 70-73; and

    - All "Interest" entries, Objection, p. 14, ¶¶ 74-77; and

  - Finally, the entire "Disbursement of Income" section (pages 49-50 of the accountings), including:

    - All "Accountant Fees" entries, Objection, p. 16, ¶ 78-80;

- All "Fees and Commissions" entries, Objection, p. 16, ¶ 81; and
- All "Fiduciary Fees" entries, Objection, p. 16, ¶¶ 82-84;

Because the Objection does not comport with this Court's admonition to file "form, line-item objections" to the accountings, the Objection should be stricken and all objections deemed waived. In the alternative, the Court should strike the Objection and, as requested below, appoint a guardian *ad litem* to review the accountings and file appropriate objections, if any.

C. The Bernsteins Have No Standing To Object In Their Individual Capacities

Although the Order expressly provides that the Bernsteins are to serve objections solely "in their capacity as the natural guardians of the minor beneficiaries," the Bernsteins served their Objection "individually and on behalf of [their] minor children, who are *alleged* qualified beneficiaries of Settlor's Estate and Trusts," *see Objection, p. 20 (emphasis supplied)*. Unless the Bernsteins are asserting an individual interest in the Grandchildren Trusts,[4] the Bernsteins have no standing to assert objections in their individual capacities. The Objection should be stricken because it was filed, at least in part, in the Bernsteins' individual capacities.

II. THE COURT SHOULD APPOINT A GUARDIAN *AD LITEM*

Oppenheimer previously requested the appointment of a guardian *ad litem* to represent the minor beneficiaries' interests in these proceedings because the Bernsteins have interests which appear to be adverse to the minor beneficiaries, and significantly, because Eliot Bernstein is an adjudicated vexatious litigant who has repeatedly shown contempt for the judicial system, its processes and its officers. *See Oppenheimer's Motion to Appoint Guardian*

[4] It appears from their Objection and prior filings, including their qualifier that the children are "alleged" beneficiaries, that the Bernsteins are questioning the validity of the Grandchildren Trusts and/or the minor beneficiaries' rights thereunder. Such a position would put the Bernsteins at odds with their children.

Ad Litem for Minor Beneficiaries dated September 19, 2014.[5] Mr. Bernstein's contempt and disregard continues in this case, as evidenced by his violation of the November 7 Order.

Importantly, Mr. Bernstein is not acting on his own behalf (*pro se*) in these proceedings. Rather, he is acting on behalf of minors who have no voice of their own. The Court should conclude, based upon Mr. Bernstein's prior litigation misconduct and his recent failure to abide by this Court's Order, that he is unfit to serve as the litigation representative of another.

At the hearing that formed the basis for the Court's November 7, 2014 Order, the Court withheld ruling on the Motion to Appoint Guardian *Ad Litem*,[6] but stated that it "may reconsider [the Motion] after the Bernsteins file their objections to the final accounting or at a later date." *See Exhibit "A," ¶ 3.* During the hearing, the Court expressed concern that the remaining assets of the Grandchildren Trusts would be exhausted by unnecessarily extensive accounting proceedings. The Court repeatedly admonished, and then ordered, the Bernsteins to file "form, line-item" objections to the accountings so that the Court could determine, in a relatively straightforward manner, whether the objections were or might be valid.

Despite the fact that the accountings were prepared by a professional accounting firm and comply in all respects with Fla. Stat. § 736.08135, the Bernsteins flouted the Court's admonitions and Order and, instead, chose to embark upon a fishing expedition by filing global objections to all sections of the accountings based upon speculation that Oppenheimer's administration was tainted by fraud. They now ask this Court to support and sanction their fishing expedition, at significant cost to the Grandchildren Trusts, by ordering an "audited forensic accounting and forensic document analysis." *See Objection, p. 29, ¶ 91.*

---

[5] In that Motion, Oppenheimer details Eliot Bernstein's extensive litigation history, including sanctions and findings against him by other courts. All contents of that Motion are incorporated herein by reference.

[6] The Court indicated at the hearing that it had not had the opportunity, as of that date, to study the Motion in any detail. Oppenheimer respectfully requests that it do so now so that it is familiar with Mr. Bernstein's history.

Equally as troubling, the Bernsteins continue to question the validity of the Grandchildren Trusts and Oppenheimer's standing (even though, on the Bernsteins' Petition seeking the appointment of a successor trustee for the Grandchildren Trusts, thus implying that the trusts were valid, Oppenheimer was appointed as successor trustee). The Bernsteins also question the minor beneficiaries' standing as beneficiaries under the Grandchildren Trusts.

In prior pleadings, the Bernsteins proudly stated that **their overarching goal in litigating with everyone about every issue is "to bring about a change in the legal system in efforts to root out systemic corruption at the highest levels by a rogue group of criminals disguised as attorneys at law, judges, politicians, and more."** *Counter-Complaint ¶ 212.* No reasonable inference can be drawn that the minor beneficiaries have a similar interest or agenda, or that pursuing such a broad agenda is in their best interest. In addition to the inescapable conclusion that the Bernsteins' choice to engage in unnecessary, wasteful litigation to achieve their personal, "overarching goal" on their children's dime is not in their children's best interest, the Bernsteins have confirmed in prior pleadings, and in the pending Objection, that they have interests which conflict with those of the minor beneficiaries. For instance, in their Counter-Complaint:

- The Bernsteins allege that ***beneficiary designations were changed from him to his children based upon fraudulent documents and frauds on this Court.*** *Counter-Complaint, ¶ 253.*
- The Bernsteins allege that "approximately 1/3 of all assets [are] ***either going to Eliot or his children or a combination of both depending on how this Court rules regarding the validity of the Wills and Trusts that have been challenged*** and already found fraught with fraud, fraudulent notarizations, improper notarizations, forgeries and more." *Counter-Complaint, ¶ 186.*
- The Bernsteins allege that Mr. Bernstein himself is a beneficiary of the Grandchildren Trusts. Specifically, **they allege that "Simon and Shirley [Bernstein] set up [the Grandchildren Trusts and Bernstein Family Realty, LLC] while living, in order to fund all of their living expenses, due to the fact that Eliot has had a bomb put in his car, death threats and is in the**

middle of a very intense RICO and ANTITRUST lawsuit where he and his family have been in grave danger for many years fighting corruption inside the very framework of the legal system." The Bernsteins allege that the Grandchildren Trusts were "set up by Simon and Shirley [Bernstein] for the benefit of Eliot, Candice and their children." *Counter-Complaint, ¶¶ 109-110.*

- Sixteen of the trust agreements identified as counterclaim-defendants are described as having beneficiaries including but not limited to "Eliot and/or his children or both." *See Counter-Complaint, ¶¶ 44-50, 52-60, 65.*

Similarly, in their pending Objection, the Bernsteins refer to their children as the "alleged" beneficiaries and are continuing to frustrate their ability to receive any part of their trust assets by engaging in spurious, expensive litigation, no doubt in furtherance of their personal, "overarching goal."

Courts should not permit a parent to act as a child's litigation representative where "it appears that the [parent] has interests which may conflict with those of the [child]." *1 Leg. Rts. Child. (Legal Rights of Children) Rev. 2d § 12:3 (2d ed. 2013), citing Mistretta v. Mistretta, 566 So. 2d 836, 837 (Fla. 5th DCA 1990) (other internal citations omitted).* In this case, the Court cannot reasonably conclude that the minor beneficiaries' separate interests in the Grandchildren Trusts and their assets "will be fully protected" by the Bernsteins. The Bernsteins have challenged their children's rights under the Grandchildren Trusts and continue to engage in a litigation strategy which virtually guarantees the dissipation of the remaining trust assets. Accordingly, the appointment of a guardian ad litem is mandatory. *See Mistretta 566 So. 2d at 837-38* (denial of due process occurs when the interests of the child may be adverse to the interests of the parent); *Johns v. Dep't of Justice, 624 F.2d 522 (5th Cir.1980); Smith v. Langford, 255 So.2d 294 (Fla. 1st DCA 1971). Chapman v. Garcia, 463 So.2d 528 (Fla. 3d DCA 1985).*

For all of the (extensive) reasons set forth in Oppenheimer's prior Motion and this one, Oppenheimer requests the appointment of a guardian *ad litem* to represent the minor beneficiaries in these accounting proceedings.

III. ALTERNATIVE MOTION TO ESTABLISH SCHEDULE AND PROTOCOL FOR ACCOUNTING PROCEEDINGS

If the Objection is not stricken and/or if a guardian *ad litem* is not appointed, Oppenheimer requests an Order establishing a schedule and protocol for the accounting proceedings. The Bernsteins recently served a Notice of Hearing setting their Objection for a one-hour hearing on March 17, 2015. It is unclear whether the Bernsteins intend to conduct an evidentiary or non-evidentiary hearing on that date. Regardless, one hour is insufficient to adjudicate the Bernsteins' Objection, especially because the Court will first need to consider this Motion directed to the Objection first. In order to ensure that the parties and the Court are on the same page with regard to scheduling and procedure, Oppenheimer requests the entry of an Order establishing a schedule and protocol for the conduct of the accounting proceedings.

IV. CONCLUSION

For all of the foregoing reasons, Oppenheimer requests that the Objection be stricken, and either the objections be deemed waived or a guardian *ad litem* be appointed to represent the minor beneficiaries in the accounting proceedings. In the alternative, Oppenheimer requests an Order establishing a schedule and protocol for the conduct of the accounting proceedings. In either event, Oppenheimer requests such other relief as is just and proper.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 13th day of February, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iveWit@iveWit.tv
iveWit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

NOV 17 2014

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.

_____/

OMNIBUS ORDER

THIS MATTER came before the Court on October 20, 2014 upon the following Motions filed by Oppenheimer Trust Company of Delaware ("Oppenheimer"): (i) Motion for Summary Judgment As To Count I Of Its Petition; (ii) Motion To Strike Or Sever Counterclaim; and (iii) Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries. Having considered the Motions, heard argument from Oppenheimer's counsel and from Eliot and Candice Bernstein (the "Bernsteins"), and being otherwise duly advised in the premises, it is hereupon

ORDERED and ADJUDGED as follows:

1. Oppenheimer's Motion for Summary Judgment As To Count I Of Its Petition is granted as follows:

a. Oppenheimer effectively resigned as Trustee of the three "Grandchildren Trusts" at issue in this case effective as of May 26, 2014.

b. By October 30, 2014, the Bernsteins, as natural guardians of the minor beneficiaries of the Grandchildren Trusts, shall submit the name and address of a proposed Successor Trustee to the Court, to Oppenheimer's counsel and to the proposed Successor Trustee. At the time of their submissions, the Bernsteins shall notify the proposed Successor Trustee that he/she shall either accept or decline the appointment by November 10, 2014 by notifying the Court, the Bernsteins and counsel for Oppenheimer of his/her election in writing.

c. If the proposed Successor Trustee accepts the appointment, Oppenheimer shall deliver the trust assets to the Successor Trustee in accordance with the provisions of Fla. Stat. § 736.0707(2). If the proposed Successor Trustee declines the appointment or fails to respond, the Court will consider other available options in light of Oppenheimer's resignation.

2. Oppenheimer may file and serve final accountings for each of the Grandchildren Trusts with the Court. Within twenty (20) days after Oppenheimer files and serves its final accountings, the Bernsteins, as natural guardians of the minor beneficiaries, may file form, line-item objections to the final accountings. Thereafter, the Court will conduct appropriate proceedings to review and settle the final accountings.

3. The Court withholds ruling on Oppenheimer's Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries, but may reconsider Oppenheimer's Motion after the Bernsteins file their objections to the final accounting or at a later date.

4. The Counter-Complaint filed in this action remains stayed pending further Order of this Court.

DONE AND ORDERED in Chambers, Palm Beach County, Florida, this ___ day of October, 2014.

Hon. Martin H. Colin, Circuit Judge

cc: Steven A. Lessne, Esq.
Eliot and Candice Bernstein
Alan Rose, Esq.

\824478\2 - # 3230457 v1

EXHIBIT B

SHARON R. BOOK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003123XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOOK
CLERK & COMPTROLLER
By
DEPUTY CLERK

EXHIBIT C

2010 JUL -8 AM 9:43
SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003125XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

EXHIBIT D

2010 JUL -8 AM 9:43
SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION:
FILE NUMBER: 502010CP003128XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION TO TERMINATE GRANDCHILDREN TRUSTS AND DELIVER ASSETS TO NATURAL GUARDIANS OF MINOR BENEFICIARIES

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), moves to terminate the Grandchildren Trusts for want of a trustee, and for permission to deliver the trust assets to Eliot and Candice Bernstein (the "Bernsteins"), as the natural guardians of Joshua, Jake and Daniel Bernstein. In support hereof, Oppenheimer states:[1]

[1] Oppenheimer filed this action solely in its capacity as the Resigned Trustee and does not, by the filing of this Motion, voluntarily appear in this action or subject itself to the jurisdiction of this Court in any other capacity.

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 2/13/2015 3:02:44 PM ***

1. As the Court previously recognized, "Oppenheimer effectively resigned as Trustee of the [Grandchildren Trusts] effective as of May 26, 2014." *Omnibus Order dated November 7, 2014, ¶ 1(a).* A copy of the Omnibus Order is attached hereto as Exhibit "A."

2. The Court ordered that, "[b]y October 30, 2014, the Bernsteins, as natural guardians of the minor beneficiaries of the Grandchildren Trusts, shall submit the name and address of a proposed Successor Trustee to the Court, to Oppenheimer's counsel and to the proposed Successor Trustee." *Omnibus Order, ¶ 1(b).*

3. The Court further ordered that, "[i]f the proposed Successor Trustee accepts the appointment, Oppenheimer shall deliver the trust assets to the Successor Trustee in accordance with the provisions of Fla. Stat. § 736.0707(2). If the proposed Successor Trustee declines the appointment or fails to respond, the Court will consider other available options in light of Oppenheimer's resignation." *Omnibus Order, ¶ 1(c).*

4. The Bernsteins failed to submit the name of a proposed successor trustee by October 30, 2014, and as of the date of this filing, nearly four months later, they still have not done so.

5. Consistent with the relief requested in Count I of Oppenheimer's Petition, Oppenheimer hereby requests that the Court declare the Grandchildren Trusts terminated and permit Oppenheimer to deliver the trust property to Eliot and Candice Bernstein, as the natural guardians of the trusts' minor beneficiaries, subject to the provisions of Fla. Stat. § 736.0707(2).

WHEREFORE, Oppenheimer requests that the Court declare the Grandchildren Trusts terminated, permit Oppenheimer to deliver the trust assets to Eliot and Candice Bernstein, as

the natural guardians of Joshua, Jake and Daniel Bernstein, subject to the provisions of Fla. Stat. § 736.0707(2), and grant such other relief as is just and proper.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 13th day of February, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
ivewit@ivewit.tv
ivewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

NOV 17 2014

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.

_____/

OMNIBUS ORDER

THIS MATTER came before the Court on October 20, 2014 upon the following Motions filed by Oppenheimer Trust Company of Delaware ("Oppenheimer"): (i) Motion for Summary Judgment As To Count I Of Its Petition; (ii) Motion To Strike Or Sever Counterclaim; and (iii) Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries. Having considered the Motions, heard argument from Oppenheimer's counsel and from Eliot and Candice Bernstein (the "Bernsteins"), and being otherwise duly advised in the premises, it is hereupon

ORDERED and ADJUDGED as follows:

1. Oppenheimer's Motion for Summary Judgment As To Count I Of Its Petition is granted as follows:

a. Oppenheimer effectively resigned as Trustee of the three "Grandchildren Trusts" at issue in this case effective as of May 26, 2014.

b. By October 30, 2014, the Bernsteins, as natural guardians of the minor beneficiaries of the Grandchildren Trusts, shall submit the name and address of a proposed Successor Trustee to the Court, to Oppenheimer's counsel and to the proposed Successor Trustee. At the time of their submissions, the Bernsteins shall notify the proposed Successor Trustee that he/she shall either accept or decline the appointment by November 10, 2014 by notifying the Court, the Bernsteins and counsel for Oppenheimer of his/her election in writing.

c. If the proposed Successor Trustee accepts the appointment, Oppenheimer shall deliver the trust assets to the Successor Trustee in accordance with the provisions of Fla. Stat. § 736.0707(2). If the proposed Successor Trustee declines the appointment or fails to respond, the Court will consider other available options in light of Oppenheimer's resignation.

2. Oppenheimer may file and serve final accountings for each of the Grandchildren Trusts with the Court. Within twenty (20) days after Oppenheimer files and serves its final accountings, the Bernsteins, as natural guardians of the minor beneficiaries, may file form, line-item objections to the final accountings. Thereafter, the Court will conduct appropriate proceedings to review and settle the final accountings.

3. The Court withholds ruling on Oppenheimer's Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries, but may reconsider Oppenheimer's Motion after the Bernsteins file their objections to the final accounting or at a later date.

4. The Counter-Complaint filed in this action remains stayed pending further Order of this Court.

DONE AND ORDERED in Chambers, Palm Beach County, Florida, this ___ day of October, 2014.

Hon. Martin H. Colin, Circuit Judge

cc: Steven A. Lessne, Esq.
Eliot and Candice Bernstein
Alan Rose, Esq.

\824478\2 - # 3230457 v1

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CP002815XXXXSB

ELIOT AND CANDICE BERNSTEIN, IN THEIR CAPACITY AS PARENTS AND NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN, MINORS,

HON. MARTIN COLIN

Counter Plaintiffs,

v.

OPPENHEIMER & CO. INC.; ET AL.,

Counter Defendants,

_____/

URGENT [Before 2/26/2015 Hearing] MOTION TO STRIKE EX PARTE COMMUNICATION AND CANCEL STATUS HEARING SET BASED UPON EX PARTE COMMUNICATION UNTIL FURTHER REVIEW AND NOTICE BY THIS COURT

Respondents, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), on behalf of their minor children ("Respondent(s)"), and where the minor children are alleged qualified beneficiaries, for the following **alleged** and **legally deficient** trusts:

A. The Daniel Bernstein Irrevocable Trust Dated September 7, 2006;

B. The Jake Bernstein Irrevocable Trust Dated September 7, 2006;

C. The Joshua Bernstein Irrevocable Trust Dated September 7, 2006;

hereby files this, "MOTION TO STRIKE EX PARTE COMMUNICATION AND CANCEL STATUS HEARING SET BASED UPON EX PARTE COMMUNICATION UNTIL FURTHER REVIEW AND NOTICE BY THIS COURT" and in support thereof, Respondents allege as follows:

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 2/23/2015 7:59:49 AM ***

1. That an Ex Parte Communication was sent to Honorable Judge Martin Colin on February 13, 2015 by Opposing Counsel and Counter Defendant, Steven Lessne, Esq. ("LESSNE") and despite the fact that the letter stated Eliot was copied on the letter, it was then factually sent to two wrong email addresses for Eliot by LESSNE'S new law firm, Gunster, Yoakley & Stewart, P.A. ("GUNSTER") (See Exhibit A – February 13, 2015 LESSNE Ex Parte Letter to Judge Colin)
2. The email addresses for Eliot are factually wrong, see (Exhibit B – Incorrect Email Addresses) which should have generated bounce receipts to the sender from the email servers (gmail.com and iviewit.tv) for the addresses that do not exist and yet no correction was ever made by GUNSTER or LESSNE to change the incompetent incorrect email addresses and therefore the letter was never sent or resent to the correct addresses for Eliot. It should be noted that this alleged email was the first and only alleged email that has been addressed wrong to Eliot by LESSNE perhaps accidentally on purpose.
3. That LESSNE did not attach to the alleged email the documents allegedly sent to Your Honor as Exhibits of the letter and any newly refiled and properly served correspondence with the Court and if the Court Order the Ex Parte Communication stricken it should demand that any renewed correspondence contain all exhibits.
4. That on or about February 17, 2015, seeing no response to the Ex Parte communiqué proffered by Eliot, Your Honor acted on the unopposed Ex Parte letter sent to Chambers by LESSNE regarding his request for a status hearing and had your Judicial Assistant, Sherrie Norton, then call LESSNE to have a status hearing scheduled.
5. That on February 17, 2015, Lessne contacted Eliot and stated that Sherrie Norton had contacted his office and stated that Your Honor wanted to set the "status" hearing, failing to

mention that the request was based on his request in the Ex Parte letter he sent and instead made it appear that Your Honor desired the hearing on your own initiative. (See Exhibit C – Eliot/Lessne Emails Regarding Judge Colin's Requested Status Hearing)

6. That Eliot will need time to respond to the Court to the Ex Parte letter that he just received for the first time on February 20, 2015 due to the incompetent email addressing and so requested that LESSNE contact Your Honor and explain the Ex Parte nature of the communication, cancel the hearing on February 26, 2015 and allow Eliot time to respond to the plethora of misleading statements contained in the Ex Parte Communication and to allow Your Honor to then determine if this hearing is necessary or not, after having time to review both sides of the story. LESSNE however refused to notify Your Honor of the Ex Parte nature of the letter as exhibited in the attached emails in Exhibit C and in fact told Eliot "You are free to proceed as you choose. My position is set forth in my prior e-mail" and thus the reason for this Motion to clarify the sharp practice tomfoolery of LESSNE on this Court and Pro Se Eliot and Candice.
7. That Eliot has requested all the email delivery and read receipts generated for the alleged email sent in error but has thus far been denied by LESSNE.
8. That it should be noted that LESSNE'S letter to Your Honor to stealthily gain the Status Hearing through a cleverly designed Ex Parte communication, came after LESSNE could not get a hearing time for his, at the time, unfiled and not even drafted motions until after Eliot's Court Ordered hearing that was scheduled for March 17, 2015 in opposition to the final accounting put forth by LESSNE.

9. Opposing Counsel and Counter Defendant (perhaps Pro Se?) LESSNE'S desire through this sharp practice was to rearrange the hearing schedule to hear his legally deficient, newly filed Motions first.

10. Opposing Counsel and Counter Defendant (perhaps Pro Se?) LESSNE filed these new toxic, vexatious, violative motions, without seeking Court approval to file them first, as admitted in the Ex Parte Letter (see Exhibit A). The Court made pre approval of any new motions mandatory in the Stay Order issued that partially Stayed this case.

11. That Eliot allotted LESSNE time in his March 17, 2015 hearing for LESSNE'S Motion to Strike Objection to Final Accounting he wanted heard by the Court but LESSNE wanted to addon to Eliot's hearing several, unfiled at the time, non-accounting related motions to be heard first, at the time of Eliot's hearing.

12. Eliot politely refused to accommodate the additional add-ons (See Exhibit D – Correspondences Regarding Scheduling Court Ordered Objection to Final Accounting) due to the limited amount of time that day to get started on his Court Ordered accounting hearing but was happy to hear LESSNE'S other items shortly thereafter, if the Court approved his unfiled and undrafted motions first, per the stay order.

13. LESSNE, in opposite of procedural rules however ignored Eliot's refusal to have him add-on other motions during Eliot's Court Ordered hearing time and went ahead and filed to have the following motions, filed without Court approval, heard as add-ons to be heard at Eliot's hearing;

    a. OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION TO STRIKE OBJECTION TO FINAL ACCOUNTING,

b. OPPENHEIMER TRUST COMPANY OF DELAWARE'S MOTION TO APPOINT GUARDIAN AD LITEM TO REPRESENT MINOR BENEFICIARIES IN ACCOUNTING PROCEEDINGS,

c. ALTERNATIVE MOTION TO ESTABLISH SCHEDULE AND PROTOCOL FOR ACCOUNTING PROCEEDINGS,

Eliot requests the Court remove b and c above of the addons and have LESSNE reschedule those on dates he obtains from the Court. Eliot suggested beginning the Court Ordered accounting hearing and after determine with the Court if additional time would be necessary to finish the accounting issues and at that time arrange any other hearings with Court on motions LESSNE was going to file.

14. The Court will recollect that it was learned at the first hearing that Oppenheimer Trust Company of New Jersey and Oppenheimer Trust Company of Delaware no longer have legal standing as fiduciaries to act on behalf of the trust or file further pleadings other than Court approved, as they have admittedly officially resigned already as Trustee. Similar filings as those attempted to be added on now were already dismissed by Your Honor in the first hearing of this case.

15. After LESSNE could not schedule time before the hearing to have his newly refiled motions heard and without seeking consent from Eliot, LESSNE scheduled additional time on Eliot's hearing that Eliot did not agree to, once again in attempts to try and have his newly filed Motions heard first, in efforts to attempt again to dismiss the case before it is heard and have Guardians appointed, etc. (which Your Honor denied in the first hearing) (See Exhibit E – Correspondences Regarding Scheduling)

16. Candice Bernstein then contacted Your Honor's chambers once the Status Hearing was demanded to be scheduled by LESSNE at allegedly Your Honor's request as his emails exhibited herein show but Sherrie did not get back to Candice for 2 days and until after LESSNE unilaterally scheduled the hearing.

17. Upon speaking with Sherrie, Candice asked why Your Honor suddenly wanted this hearing and she could not recollect how it metastasized and stated she was calling LESSNE'S office to recollect how this hearing came about.

18. Later that day Sherrie contacted Candice and stated that she had indeed initiated a called to LESSNE'S office on Your Honor's behalf but that it was due to a letter that had been sent to Your Honor, at which point it was learned for the first time that an Ex Parte letter had been sent to Your Honor, which turned out to have conveniently wrong email addresses for Eliot.

19. That Eliot therefore is filing this URGENT Motion for Your Honor to decide whether to have the hearing, after allowing Eliot ample time to respond to the Ex Parte communication and hear Eliot's reasons this hearing may be wholly unnecessary. The urgency is caused because Eliot was not aware the status hearing was scheduled surreptitiously via the Ex Parte Communication until after the hearing had been scheduled for this week and LESSNE'S refusal to contact Your Honor to correct these matters himself.

WHEREFORE, Counter Plaintiff's respectfully request that this Court enter an Order;

i. striking the Ex Parte Communication and cancel the hearing based upon it,

ii. allowing Eliot to respond to a new, properly resent filing with Your Honor and Eliot within five days of receipt of the new letter that properly copies all parties,

iii. sanctioning for sharp practices Opposing Counsel and Counter Defendant LESSNE,

1. award legal fees and costs for Pro Se, Eliot and Candice,

2. granting such other and further relief as the Court deems just and proper.

Signed on Monday, February 23, 2015.

Respectfully submitted,

By: ELIOT BERNSTEIN, on behalf of his minor children, who are alleged qualified beneficiaries of Settlor's Estate and Trusts,

Respondent (*pro se*)

2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (telephone)
Email address: iviewit@iviewit.tv

By: CANDICE BERNSTEIN, on behalf of her minor children, who are alleged qualified beneficiaries of Settlor's Estate and Trusts,
Respondent (*pro se*)
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (telephone)
Email address: tourcandy@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Petition was served via electronic mail on Monday, February 23, 2015 to the parties listed in the attached Service List.

Eliot Bernstein, Pro Se Counter Plaintiff
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (telephone)
Email address: iviewit@iviewit.tv

EMAIL SERVICE LIST

Robert L. Spallina, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com	Ted Bernstein 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com
Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com	Ted Bernstein Life Insurance Concepts et al. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com
TESCHER & SPALLINA, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com	Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com	Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com
Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw2@gmail.com	L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com	Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com
Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com	Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com	Gerald R. Lewin CBIZ MHM, LLC 1675 N Military Trail Fifth Floor Boca Raton, FL 33486 glewin@cbiz.com
Clair A. Rood, Jr. Senior Managing Director CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC	Joseph M Leccese Chairman of the Firm Proskauer Eleven Times Square	Albert Gortz, Esq. Proskauer Rose LLP One Boca Place 2255 Glades Road

175 South West Temple, Suite 650 Salt Lake City, UT 84101 crood@cbiz.com	New York, NY 10036 t: 212.969.3000 f: 212.969.2900 info@proskauer.com jleccese@proskauer.com	Suite 421 Atrium Boca Raton, FL 33431-7360 agortz@proskauer.com
Christopher Stroup Chairman of the Board of Directors and Chief Executive Officer Heritage Union A member of WiltonRe Group of Companies 187 Danbury Road Wilton, CT 06897 cstroup@wiltonre.com msarlitto@wiltonre.com	Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com	Steven Lessne, Esq. Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 steven.lessne@gray-robinson.com
Byrd F. "Biff" Marshall, Jr. President & Managing Director Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 biff.marshall@gray-robinson.com	T&S Registered Agents, LLC Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com dtescher@tescherspallina.com	Chicago Title Land Trust Company 10 S. LaSalle Street, Suite 2750 Chicago, IL 60603 David Lanciotti, Exec Vice Pres and General Counsel David.Lanciotti@ctt.com
Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Dennis McNamara Executive Vice President and General Counsel Oppenheimer & Co. Inc. Corporate Headquarters 125 Broad Street New York, NY 10004 800-221-5588 Dennis.mcnamara@opco.com info@opco.com
Hunt Worth, Esq. President Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 302-792-3500 hunt.worth@opco.com	Dennis G. Bedley Chairman of the Board, Director and Chief Executive Officer Legacy Bank of Florida Glades Twin Plaza 2300 Glades Road Suite 120 West – Executive Office Boca Raton, FL 33431 info@legacybankfl.com DBedley@LegacyBankFL.com	Neil Wolfson President & Chief Executive Officer Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001 nwolfson@wilmingtontrust.com
Ralph S. Janvey Krage & Janvey, L.L.P. Federal Court Appointed Receiver Stanford Financial Group 2100 Ross Ave, Dallas, TX 75201 rjanvey@kjllp.com	James Dimon Chairman of the Board and Chief Executive Officer JP Morgan Chase & CO. 270 Park Ave. New York, NY 10017-2070 Jamie.dimon@jpmchase.com	Janet Craig Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 Janet.Craig@opco.com
William McCabe Oppenheimer & Co., Inc. 85 Broad St Fl 25 New York, NY 10004 William.McCabe@opco.com	HINSHAW & CULBERTSON LLP substituted as counsel of record for Defendants, Gerald R. Lewin, CPA and CBIZ, Inc., and relieving former counsel, the law firm of WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP	

EXHIBIT A

February 13, 2015

LESSNE Ex Parte Letter to Judge Colin



GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Writer's Direct Dial Number: 561-650-0545
Writer's E-Mail Address: slessne@gunster.com

February 13, 2015

Via Hand Delivery

The Honorable Martin H. Colin
South County Courthouse, Courtroom 8
200 West Atlantic Avenue
Delray Beach, FL 33444

Re: Oppenheimer Trust Company of Delaware vs. Eliot and Candice Bernstein, in their capacity as parents and natural guardians of minor beneficiaries, Joshua, Jake and Daniel Bernstein
Case No. 502014CP002815XXXXSB (IY)

Dear Judge Colin:

I represent the Petitioner, Oppenheimer Trust Company of Delaware, in the above-referenced matter. I am writing to you regarding a scheduling issue.

Recently, Eliot Bernstein served a Notice of Hearing setting his "*Objection to Final Accounting; Petition for Formal, Detailed, Audited and Forensic Accounting and Document Production*" ("Objection") for a one-hour hearing on March 17, 2015 at 10:00 a.m. It is unclear whether Mr. Bernstein intends this to be an evidentiary or non-evidentiary hearing.

Because Mr. Bernstein's Objection does not comply with this Court's November 7, 2014 Order (requiring him to file "form, line-item objections" to Oppenheimer's final accountings), and for other reasons, Oppenheimer filed a motion to strike the objection and to appoint a guardian *ad litem* to represent the minor beneficiaries in the accounting proceedings. In the event those motions are not granted, Oppenheimer filed an alternate motion to establish a schedule and protocol for the conduct of the accounting proceedings. Because these motions will necessarily need to be heard before the Court substantively considers Mr. Bernstein's Objection, the undersigned cross-noticed Oppenheimer's motions for March 17, 2015, in an abundance of caution. The undersigned previously notified Mr. Bernstein that Oppenheimer would be filing these motions, and that a one-hour hearing would be insufficient, but Mr. Bernstein scheduled the one-hour hearing on his Objection nonetheless.

I am writing to you so that you can determine how and when you would like to consider Oppenheimer's motions and/or Mr. Bernstein's Objection. I am enclosing copies of the following documents for your ease of reference:

- The three Final Accountings filed by Oppenheimer, together with Oppenheimer's Notice of Filing;

- Eliot Bernstein's Objection to Final Accounting; Petition for Formal, Detailed, Audited and Forensic Accounting and Document Production;

- Oppenheimer's Motion to Strike Objection to Final Accounting and to Appoint Guardian *Ad Litem* to Represent Minor Beneficiaries in Accounting Proceedings; Alternative Motion to Establish Schedule and Protocol for Accounting Proceedings; and

- Oppenheimer's previously-filed Motion to Appoint Guardian *Ad Litem* to Represent Minor Beneficiaries (which is incorporated by reference in Oppenheimer's recently-filed motion directed to the Objection).

Absent word from your Chambers that you would like to proceed differently, I will be prepared to argue Oppenheimer's motions at the March 17 hearing. Thank you for your consideration of this matter.

Respectfully submitted,

/s/ Steven A. Lessne

Steven A. Lessne

SAL/jh
Enclosure

cc: Eliot and Candice Bernstein *(via e-mail w/o enclosure)*

EXHIBIT B

Email Cover Page with Incorrect Email Addresses for Eliot on Ex Parte Letter sent to this Court



Eliot Ivan Bernstein

From: Hoppel, Jenny <JHoppel@gunster.com>
Sent: Friday, February 13, 2015 4:10 PM
To: 'tourcandy@gmail.com'; 'ivewit@ivewit.tv'; 'ivewit@gmail.com'
Cc: Lessne, Steven
Subject: Oppenheimer Trust Company of Delaware vs. Bernstein
Attachments: 6266946_1.PDF

Please see the attached correspondence from Steven A. Lessne, Esq.

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Jenny Hoppel
Secretary to Gregor J. Schwinghammer, Jr., Steven A. Lessne
& Rebecca C. Cavendish
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
P 561-804-4385 F 561-655-5677
gunster.com | JHoppel@gunster.com

EXHIBIT C

Eliot/Lessne Emails Correspondences Regarding Judge Colin's ALLEGED Requested Status Hearing



On Feb 17, 2015, at 3:38 PM, Lessne, Steven <SLessne@gunster.com> wrote:

Mr. and Mrs. Bernstein:

My assistant received a call from Judge Colin's chambers. Judge Colin wants to set a status check on his uniform motion calendar (that's a five-minute hearing at 8:45 AM each morning). I was asked to contact you to get a mutually agreeable date. Please let me know your availability over the next two weeks. Thank you.

Steven A. Lessne | Shareholder
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401
561-650-0545

450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
954-468-1383

gunster.com | SLessne@gunster.com

Sent from my iPhone. Please excuse typos and tone.

From: Lessne, Steven [mailto:SLessne@gunster.com]
Sent: Tuesday, February 17, 2015 3:55 PM
To: Eliot Ivan Bernstein; CANDICE BERNSTEIN
Subject: Re: Oppenheimer v. Bernstein

I overlooked that Judge Colin holds uniform motion calendar on Tuesday and Thursday only. Please provide me with your availability.

Steven A. Lessne | Shareholder
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401
561-650-0545

450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
954-468-1383

gunster.com | SLessne@gunster.com

Sent from my iPhone. Please excuse typos and tone.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, February 20, 2015 11:51 AM
To: Lessne, Steven
Cc: Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Eliot

Exhibit

I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: RE: Oppenheimer v. Bernstein

Steven,

I have contacted Judge Colin's chambers and Sherry stated that this hearing was being set due to a letter you sent to Judge Colin. Please send me a copy of the letter you sent to Judge Colin as I do not have it. Thank you, Eliot

Eliot I. Bernstein
Inventor

[remaining footer removed]

From: Lessne, Steven [mailto:SLessne@gunster.com]
Sent: Friday, February 20, 2015 12:00 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Oppenheimer v. Bernstein

The letter was sent to you the same day it was sent to the Judge. Here it is again.

GUNSTER
FLORIDA LAW FIRM FOR BUSINESS

Steven A. Lessne | Shareholder
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401
561-650-0545

450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
954-468-1383

gunster.com | SLessne@gunster.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, February 20, 2015 12:47 PM
To: Lessne, Steven
Cc: Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: RE: Oppenheimer v. Bernstein

Mr. Lessne,

Your continued practice of misrepresentation will be noted to Judge Colin and I request that we cancel this hearing immediately as it was set up under false pretenses with me and the court and notify Judge Colin's of the tomfoolery used to schedule the hearing. You contacted me saying Judge Colin wanted to have a Status Hearing he was requesting and had contacted you to arrange with and then demanded times from me as is indicated in

Exhibit

your emails below. You did not tell me Judge Colin was sent an ex parte letter that I never received and that is why he was calling for a "status" check. I would like that you contact Judge Colin and his assistant immediately to inform them that I never received the Ex-Parte communication and was misled by you as to what the status check was all about and why it was being scheduled. I will then respond to the Ex Parte communication I received today from you for the first time and the myriad of false statements contained therein and see if Judge Colin would still want such a hearing after my response is sent to him informing him of several issues with your strange and delusional behavior exhibited in the letter that led to the hearing be scheduled under false pretenses by you. It will take me a few days to respond to the letter that you just sent me for the very first time as I am tied up through the weekend.

Please refrain from further Ex Parte communications with Judge Colin and misleading both the Court and me in order to try and procure your hearings forward. Also, have you notified your new law firm that you are a counter defendant in this case and have you reported such to your liability carrier?

Eliot

From: Lessne, Steven [mailto:SLessne@gunster.com]
Sent: Friday, February 20, 2015 1:14 PM
To: 'Eliot Ivan Bernstein'
Cc: Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: RE: Oppenheimer v. Bernstein

Mr. Bernstein:

I generally don't "reply to all" in response to your e-mails, but because your below e-mail contains serious, defamatory remarks about my character and professionalism, I will make an exception here to set the record straight.

First, you were served by e mail with a copy of my letter to Judge Colin the same day it was sent to the Judge. Attached is the e-mail containing the letter.

Second, the letter, which addresses a scheduling issue, is accurate in all respects, as illustrated by the attached January 23 e-mail exchange between you and me.

Finally, a floater in my office received a call from Judge Colin's assistant on February 17. The floater was informed that Judge Colin wanted me to schedule a "status check" on the Court's motion calendar. I promptly sent you an e-mail reporting the call and requesting dates from you. When you failed to respond, I set the status check for next Thursday. All of this is confirmed by the attached February 17 19 e mail exchange between you and me.

I know you don't like lawyers, but please at least be honest in your disparaging remarks.

GUNSTER
Steven A. Lessne | Shareholder
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401
561-650-0545

450 East Las Olas Boulevard, Suite 1400

Exhibit

Fort Lauderdale, Florida 33301
954-468-1383

gunster.com | SLessne@gunster.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, February 20, 2015 4:28 PM
To: Lessne, Steven; Alan B. Rose Esq.; Alan B. Rose Esq.
Cc: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.; Peter Feaman; Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: RE: Oppenheimer v. Bernstein

Mr. Lessne,

First off, you need to be contacting Judge Colin regarding all of this and cancel your surreptitious scheduled hearing. Again, I did not receive nor did my wife any email from you on the alleged date and only have received copy today and if you could please provide your exchange receipts for that day on the alleged email that would be great. As for your character, well, as you know from my counter complaint against you, in which you are a counter defendant, your character has been in question since you first contacted me and my wife under false pretense, acting as my children's newly hired counsel, talking with us about our strategies going forward with you and then later learning that you were not representing our minor children and were in fact representing Oppenheimer instead.

Your Ex Parte letter is inaccurate in many ways and I would have responded to Judge Colin with a response to your claims and most likely he would have not wanted to schedule anything other than what is already scheduled. In fact, you have tried to schedule around my hearing for accounting, to have your newly filed plethora of toxic and vexatious filings heard first and when that did not work you concocted this scheme to make it look like Judge Colin just woke up and told his assistant Sherry to have you call me and schedule a non-related to anything status hearing. Hopefully by now you have contacted Judge Colin and cancelled this ill-gotten hearing and notified him I will respond to your ex parte communication with him next week in writing and then he can decide if he wants to have a status check at all.

I am not sure what a "floater" is in your office, do they have a formal name you can provide me? I did not fail to respond, I was waiting for Judge Colin's chambers to contact me back to confirm that this was a hearing Judge Colin wanted and why. You just went ahead and scheduled and even Sherry was confused when we called as to what transpired and called your offices to recollect what happened. She then contacted us back then stated the meeting impetus was based on a communication you sent to the judge requesting such and we informed her that we had never received any letter regarding scheduling a hearing for status from you, thus the Ex Parte part of the communication with Judge Colin. You're a clever fellow I must admit.

As you responded to all in my email you can see that I do like many lawyers despite your pining that I do not like all lawyers. There are many more friends of mine that practice law nationwide who are good and honest lawyers and it is only a rotten few bad apples like you that give the whole profession a bad name. I am certain you can understand my dislike for attorneys like Robert Spallina, Esq. and Donald Tescher, Esq. whose law firm forged and fraudulently notarized dispositive documents in my mother and father estate and trust documents and more. And understand my distaste and continued actions against the lawyers who are alleged to have stolen my Intellectual Properties. Or for example, after reading the email exchange below between a good attorney at law who I like, Peter Feaman, Esq., who is representing a creditor of the estate of my father and the newly appointed Personal

Exhibit

Representative/Executor of my father's estate, another good lawyer I like, Brian O'Connell, Esq., you will see why I do not like Alan B. Rose, Esq, (another counter defendant like you in this case) for his immoral, unethical, unprofessional and possibly criminal behaviors.

Subject: Bernstein Estate
Date: Tue, 16 Dec 2014 15:57:54 -0500
From: pfeaman@feamanlaw.com
To: boconnell@ciklinlubitz.com
CC: jroyer@feamanlaw.com

Brian,

When you and I spoke last week you indicated that you were in favor of the settlement that Mr. Stansbury had signed and sent to you for signature.
You indicated that you had to work out funding with the trust.
Meanwhile, the Life insurance litigation in Chicago is moving forward.
Our attorneys are taking a deposition in Chicago the week after New Years of "Scooter" Bernstein, I think.
They also want to depose Ted Bernstein and Robert Spallina in early January as well.
I offered my office as a locale for those depositions.

Deposing Ted Bernstein in the Chicago action poses some serious conflict of interest issues for Ted Bernstein and ethical issues for Mr. Rose as the Florida attorney for Mr. Ted Bernstein.

He is being deposed as a party Plaintiff in the Chicago action, the purpose of which is to direct $1.7 million in life insurance to the 5 adult children of Simon Bernstein away from the Bernstein estate.
Yet Mr. Rose represents Ted Bernstein as Successor Trustee to the Simon Bernstein Trust, the beneficiaries of which are the GRANDCHILDREN OF Simon Bernstein, and the Trust is the beneficiary of the Simon Estate which is directly opposed to the position of Ted Bernstein as Plaintiff in the Chicago Life Insurance litigation.

Just as Ted Bernstein cannot wear both hats, it seems that Alan Rose cannot represent a client so conflicted.

Further, it would seem to me **that the estate (you as Personal Representative) has an absolute duty to demand Ted's resignation as Successor Trustee, as his continued role as such imperils the interests of the grandchildren, to whom you owe a fiduciary duty as the Personal Representative.**

The bottom line is that the more this drags on, **the worse it is going to get for all concerned**.

At some point, respectfully, I think you are going to have to take the bull by the horns and **1.) demand that Ted Bernstein resign as Successor Trustee** and 2.) Take an active role in directing the attorneys in Chicago to push the case in order to bring it to a successful resolution on behalf of the estate, either by settlement or trial. This means taking over the responsibility for the litigation from Mr. Stansbury in light of the favorable position that the Estate is now in as a result of Mr. Stansbury 's efforts.

I welcome your thoughts on this.

Peter M. Feaman

Exhibit

PETER M. FEAMAN, P.A.
3695 West Boynton Beach Boulevard
Suite 9
Boynton Beach, FL 33436
Telephone: 561-734-5552
Facsimile: 561-734-5554
www.feamanlaw.com
Confidentiality: The email message and any attachment to this email message may contain privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you receive this communication in error, please immediately notify the sender by return email and delete this message.

I bring up Mr. Rose as you have been noted to be working with him on your futile defense in this case and wanted you to be aware of his alleged misconduct and fear that you're working with him in these matters may have affected you further to continue crossing ethical and legal lines. I see you are working at Mr. Rose's old law firm now, Gunster, since your recent and sudden departure from Gray Robinson and wondered if your termination from Gray Robinson was predicated or had anything to do with this matter and your being a counter defendant in this matter. Finally, I will be seeking leave to amend my counter complaint to add your new law firm as counter defendant, so can you please provide me with the managing partners contact information so that I may serve him properly for the firm? Have the liability carriers, personally and professionally, that were notified of the lawsuit against you at both of your firms allowed you to continue to practice in this matter that you are a counter defendant in for good and just cause?

If you refuse to notify Judge Colin of these matters and my objections to the hearing and provide him with all of the communications surrounding this hearing than I will contact his chambers first thing Monday morning and provide him with a letter explaining all of this myself.

Thanks, Eliot

From: Lessne, Steven [mailto:SLessne@gunster.com]
Sent: Friday, February 20, 2015 4:35 PM
To: 'Eliot Ivan Bernstein'; Alan B. Rose Esq.; Alan B. Rose Esq.
Cc: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.; Peter Feaman; Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: RE: Oppenheimer v. Bernstein

You are free to proceed as you choose. My position is set forth in my prior e-mail.



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Fort Lauderdale, Florida 33301
954-468-1383

gunster.com | SLessne@gunster.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Saturday, February 21, 2015 5:14 AM
To: 'Lessne, Steven'; 'Alan B. Rose Esq.'; 'Alan B. Rose Esq.'
Cc: 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; 'Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.'; 'Peter Feaman'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; 'Candice Bernstein'; 'Caroline Prochotska Rogers Esq.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; Joielle "Joy" A. Foglietta, Esquire @ Ciklin Lubitz Martens & O'Connell (jfoglietta@ciklinlubitz.com)
Subject: RE: Oppenheimer v. Bernstein

Forgot to add your newly sent attachments to show improper email address ivewit v. iviewit. They are attached herein.

Mr. Lessne,

Your email alleged sent to me on February 13, 2015 was sent to the wrong email addresses according to the email I received today from you for the first time. Certainly it could not have gotten to me with wrong email addresses, how quaint. I am sure you have all the email bounce receipts and read receipts and will send them over, I just wonder why you did not call once you received bounced return mail from gmail for the incompetent addresses or after getting the bounced emails then correcting and resending the email but you can explain that to Judge Colin. How strange that all your other emails seem to get to me with the right addressing but this one. Sure, blame it on the sender or blame it on incompetence, either way I was never in receipt of the Ex Parte letter and thus it remains an Ex Parte communication and I had no chance to reply to the Judge regarding my objections to the Ex Parte letter. Therefore, again, I urge you notify Judge Colin immediately of your incompetence, send him all the emails regarding this incompetence and show the Ex Parte nature of your clever communication that led to the scheduling of hearing based on Ex Parte letter and have him determine what to do after he receives my forthcoming response to your letter. You should seek to have him cancel the hearing for status you have scheduled until further notice by the Court if it so desires, after Judge Colin has time to review my retort. Since this is your screw up I would have anticipated you're fixing the matter with Judge Colin in a gentlemanly way but your refusal to contact Judge Colin appears steadfast. Therefore, I will do the work and will add it to the tolling damages you and your client have caused thus far as asserted in the Counter Complaint you were served as a Counter Defendant. By the way, I hate to keep asking but have you reported this matter to your liability carriers both personally and professionally, for both firms you have worked for on these matters and informed them of your standing as a bona fide Counter Defendant that has been served process? Have you notified Gunster that you are a Counter Defendant and have they notified their carrier that they will be added if they continue to allow you to represent these matters in conflict? Please send over the name of the managing partner and his email so that I may notify him if you have not.

Thanks, Eliot



EXHIBIT D

Correspondences Regarding Scheduling Court Ordered Objection to Final Accounting



From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, January 23, 2015 10:34 AM
To: Steven A. Lessne
Cc: Andrew Dietz @ Rock-It Cargo USA, Inc.; CANDICE BERNSTEIN; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP; agortz@proskauer.com; Alan B. Rose Esq.; arose@mrachek-law.com; attorneys@matbrolaw.com; bhenry@matbrolaw.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Byrd F. "Biff" Marshall, Jr.; Charles D. Rubin ~ Managing Partner @ Gutter Chaves Josepher Rubin Forman Fleisher Miller PA; Chris Stroup ~ Chairman of the Board of Directors and Chief Executive Officer @ Heritage Union Life / WiltonRe ; David Lanciotti ~ Executive Vice President and General Counsel @ LaSalle National Trust, NA / Chicago Title Land Trust Company ; ddustin@tescherspallina.com; Dennis G. Bedley ~ Chairman of the Board, Director and Chief Executive Officer @ Legacy Bank of Florida; Dennis McNamara ~ Executive Vice President and General Counsel @ Oppenheimer & Co. Inc.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.; 'General Counsel at CBIZ MHM, LLC'; Gerald "Jerry" R. Lewin ~ Managing Director @ CBIZ MHM, LLC; Hunt Worth ~ President @ Oppenheimer Trust Company ; James Dimon ~ Chairman of the Board and Chief Executive Officer @ JP Morgan Chase & CO.; Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company ; Jill Iantoni; John J. Pankauski; John J. Pankauski; John P. Morrissey Esq. @ John P. Morrissey, P.A. ; john@pankauskilawfirm.com; Joseph M Leccese ~ Chairman of the Firm @ Proskauer Rose LLP ; Kimberly Moran ~ Legal Assistant / Notary Public @ Tescher & Spallina, P.A.; L. Louis Mrachek Esq. @ PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A.; Lindsay Baxley aka Lindsay Giles @ Life Insurance Concepts; Lisa S. Friedstein; Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.; mrmlaw1@gmail.com; Neil Wolfson ~ President & Chief Executive Officer @ Wilmington Trust Company; Pamela Beth Simon; Peter Feaman; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.; pmatwiczyk@matbrolaw.com; Ralph S. Janvey ~ Federal Court Appointed Receiver @ Stanford Financial Group; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; service@feamanlaw.com; William H. Glasko Esq. ~ Associate @ Golden Cowan, P.A.; William Henry Glasko Esq.; William Henry Glasko Esq.; William M. Pearson; William McCabe Esq. @ Oppenheimer Trust Company

Subject: case # 502014CP002815XXXXSB

Mr. Lessne,

Regarding case # 502014CP002815XXXXSB and in efforts to schedule a hearing for the Objection to Accounting that was filed yesterday, below are court hearing times for 1 hour that are available per Judge Colin's JA. Please reply with the date and time that is most convenient for you. Thank you for your prompt attention to this matter. March 17th works best for me. Let me know as Judge Colin's assistant is waiting for a response.

March 6 at 1:30pm

March 9 at 9:00am

March 17 at 10:00am

Eliot I. Bernstein
Inventor
[remaining footer removed]

Exhibit

From: Steven A. Lessne [mailto:Steven.Lessne@gray-robinson.com]
Sent: Friday, January 23, 2015 10:41 AM
To: 'Eliot Ivan Bernstein'; tourcandy@gmail.com
Cc: Lori E. Politis, FRP; Anne Morinelli; slessne@gunster.com
Subject: RE: case # 502014CP002815XXXXSB

March 17 is fine, but I will likely be adding on motions to be heard (e.g., a motion to strike your objections, a renewed motion to appoint guardian ad litem, and a motion to terminate the trust for failure to designate a successor trustee), so I think a two hour hearing would be better. Please get dates for a two hour hearing and get back to me. Thank you.

Steven A. Lessne | Shareholder
GRAY | ROBINSON

401 East Las Olas Blvd., Suite 1000 | Fort Lauderdale, Florida 33301
Mizner Park Office Tower | 225 N.E. Mizner Blvd., Suite 500 | Boca Raton, Florida 33432
T: 954-761-8111 | F: 954-761-8112
E-mail | Website | Bio | vCard

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Please be advised that this law firm may be acting as a debt collector and is attempting to collect a debt and any information provided will be used for that purpose.

On Jan 23, 2015, at 10:51 AM, Eliot Ivan Bernstein <iviewit@gmail.com> wrote:

I will book my hearing for the 17th for the time I made for my hearing. I do not have that more time on the 17th to hear all your nonsense so let me know what dates and times you get for however long you want and we can tee those up. I have booked the 17th date for the Objection and will send out a Notice shortly. For your hearings, the best time due to some other hearings in these matters will be best for me early to mid-April . Eliot

---

From: Steve Lessne [mailto:slessne@gmail.com]
Sent: Friday, January 23, 2015 11:13 AM
To: Eliot Ivan Bernstein; tourcandy@gmail.com
Cc: Anne Morinelli; Lori Politis; Janet Craig; Hunt Worth
Subject: Re: case # 502014CP002815XXXXSB

Exhibit

Mr. Bernstein:

I will be cross-noticing my motions for hearing on the date that you choose. The motions need to be heard together because they are interrelated. If you want to notice a one hour hearing, that is your prerogative, but I will be letting the court know that I believe that time is insufficient for our purposes. It will be better if we reserve more time so that we both have ample opportunity to present our positions to the court. Let me know how you'd like to proceed.

We should not be arguing regarding scheduling issues. In my experience, the court does not appreciate when we reserve inadequate time and set motions piecemeal.

Sent from my iPhone.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, January 23, 2015 12:13 PM
To: 'Steve Lessne'
Cc: agortz@proskauer.com; Alan B. Rose Esq. (arose@pm-law.com); 'arose@mrachek-law.com'; 'attorneys@matbrolaw.com'; 'bhenry@matbrolaw.com'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Byrd F. "Biff" Marshall Jr. ~ President & Managing Director @ Gray Robinson, PA (biff.marshall@gray-robinson.com); Charles D. Rubin ~ Managing Partner @ Gutter Chaves Josepher Rubin Forman Fleisher Miller PA (crubin@floridatax.com); Chris Stroup ~ Chairman of the Board of Directors and Chief Executive Officer @ Heritage Union Life / WiltonRe (cstroup@wiltonre.com); David Lanciotti ~ Executive Vice President and General Counsel @ LaSalle National Trust, NA / Chicago Title Land Trust Company (David.Lanciotti@ctt.com); 'ddustin@tescherspallina.com'; Dennis G. Bedley ~ Chairman of the Board, Director and Chief Executive Officer @ Legacy Bank of Florida (DBedley@LegacyBankFL.com); Dennis McNamara ~ Executive Vice President and General Counsel @ Oppenheimer & Co. Inc. (Dennis.mcnamara@opco.com); Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com); 'General Counsel at CBIZ MHM, LLC'; Gerald "Jerry" R. Lewin ~ Managing Director @ CBIZ MHM, LLC (jlewin@cbiz.com); Hunt Worth ~ President @ Oppenheimer Trust Company (Hunt.Worth@opco.com); James Dimon ~ Chairman of the Board and Chief Executive Officer @ JP Morgan Chase & CO. (Jamie.dimon@jpmchase.com); Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com); Jill Iantoni; John J. Pankauski (courtfilings@pankauskilawfirm.com); John J. Pankauski (Michelle@Pankauskilawfirm.com); John P. Morrissey Esq. @ John P. Morrissey, P.A. (john@jmorrisseylaw.com); 'john@pankauskilawfirm.com'; Joseph M Leccese ~ Chairman of the Firm @ Proskauer Rose LLP (jleccese@proskauer.com); Kimberly Moran ~ Legal Assistant / Notary Public @ Tescher & Spallina, P.A. (kmoran@tescherspallina.com); L. Louis Mrachek Esq. @ PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. (lmrachek@mrachek-law.com); Lindsay Baxley aka Lindsay Giles @ Life Insurance Concepts (lindsay@lifeinsuranceconcepts.com); Lisa S. Friedstein (Lisa@friedsteins.com); Mark R. Manceri, Esquere @ Mark R. Manceri, P.A. (mrmlaw@comcast.net); 'mrmlaw1@gmail.com'; Neil Wolfson ~ President & Chief Executive Officer @ Wilmington Trust Company (nwolfson@wilmingtontrust.com); Pamela Beth Simon (psimon@stpcorp.com); Peter Feaman (mkoskey@feamanlaw.com); Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com); 'pmatwiczyk@matbrolaw.com'; Ralph S. Janvey ~ Federal Court Appointed Receiver @ Stanford Financial Group (rjanvey@kjllp.com); Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); 'service@feamanlaw.com'; Steven A. Lessne ~ Shareholder @ GrayRobinson, P.A. (steven.lessne@gray-robinson.com); William M. Pearson (wpearsonlaw@bellsouth.net); William McCabe Esq. @ Oppenheimer

Exhibit

Trust Company (William.McCabe@opco.com); Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com); CANDICE BERNSTEIN (tourcandy@gmail.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Eliot I. Bernstein (iviewit@iviewit.tv); Marc R. Garber Esq. (marcrgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)
Subject: RE: case # 502014CP002815XXXXSB

Mr. Lessne, you were fine for my hearing date and time and wanted more time to add what appear to be 1 related motion and 2 unrelated motions. I am sure we have enough time to begin hearing the accounting objection and your objection to that, if not, we will continue. As to your non related motions I do not have time to hear those and they can certainly be heard at a later day. As to your motion to terminate the trusts because of the failure to have a successor trustee I am sure the judge will understand your refusal to turn over your records to me as the guardian of my children in order to be able to share with potential candidates for review before they commit to anything, especially with some of the more perverse and alleged fraudulent issues with the trusts you tendered to the Court. Thanks, Eliot

Exhibit

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

CASE NO.: 502014CP002815
XXXXSB(IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE,
Plaintiff(s)

VS.

ELIOT AND CANDICE BERNSTEIN
Defendant(s)

_____/

ON STATUS CHECK
ORDER GRANTING/DENYING

THIS CAUSE came before the Court on a Status Check

and the Court having heard argument of counsel and being otherwise fully advised in the premises, it is

ORDERED and ADJUDGED ~~that said motion be, and the same is hereby **GRANTED/DENIED.**~~ as follows:

1) By 2/27/15, the Bernsteins, as natural guardians, shall submit the name and number of a proposed successor corporate trustee to the Court and Oppenheimer's counsel.

2) Oppenheimer shall set its pending Motions for hearing on the Court's UMC prior to 3/17/15.

DONE AND ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida this 26 day of Feb, 20 15.

Names and addresses of copies furnished to:

Circuit Judge

2015 FEB 26 PM 3:46
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

Form 50

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

PETITIONER'S NOTICE TO COURT THAT RESPONDENTS' PROPOSED SUCCESSOR TRUSTEES HAVE DECLINED THE APPOINTMENT

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), through its undersigned counsel, hereby notifies the Court as follows:

1. On February 26, 2015, the Court entered an Order requiring Eliot and Candice Bernstein, as natural guardians of the minor beneficiaries, to submit names of three proposed successor corporate trustees to the Court and Petitioner's counsel. A copy of the Order is attached as Exhibit "A."

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 2/27/2015 4:55:35 PM ***

2. On February 26, 2015, Eliot Bernstein provided the names of three proposed corporate trustees to Petitioner's counsel (but not to the Court). The corporate trustees proposed by Mr. Bernstein were as follows:

a. Reliance Trust Company

b. Principal Trust Company; and

c. The Private Trust Company.

Mr. Bernstein did not provide the names of any contact people at the companies he identified, instead writing "good luck finding someone!" to Petitioner's counsel.

3. Petitioner's counsel contacted the three corporate trustees proposed by the Bernsteins, informed them of the reason for the call and the nature and value of the assets of the Grandchildren Trusts, as set forth in the Final Accountings previously filed with the Court, and hereby reports as follows:

a. Reliance Trust Company, through its Senior Vice-President of Personal Trusts and National Sales Manager, Robert Sajbak, declined the appointment;

b. Principal Trust Company, through its Relationship Manager, Lisa Hirsh, declined the appointment; and

c. The Private Trust Company, through its Business Development Officer, Ben Foreman, declined the appointment.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 27th day of February, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

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

CASE NO.: 502014CP002815
XXXXSB(IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE,
Plaintiff(s)

VS.

ELIOT AND CANDICE BERNSTEIN
Defendant(s)

_____/

ON STATUS CHECK
ORDER ~~GRANTING/DENYING~~

THIS CAUSE came before the Court on a Status Check

and the Court having heard argument of counsel and being otherwise fully advised in the premises, it is

ORDERED and ADJUDGED ~~that said motion be, and the same is hereby **GRANTED/DENIED.**~~ as follows:

(1) By 2/27/15, the Bernsteins, as natural guardians, shall submit the name and number of 2 proposed successor corporate trustee to the Court and Oppenheimer's counsel.

(2) Oppenheimer shall set its pending Motions for hearing on the Court's UMC prior to 3/17/15.

DONE AND ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida this 26 day of Feb, 20 15.

Names and addresses of copies furnished to:

Circuit Judge

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

OPPENHEIMER TRUST COMPANY OF DELAWARE'S AMENDED MOTION TO TERMINATE GRANDCHILDREN TRUSTS AND DELIVER ASSETS TO NATURAL GUARDIANS OF MINOR BENEFICIARIES

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), moves to terminate the Grandchildren Trusts for want of a trustee, and for permission to deliver the trust assets to Eliot and Candice Bernstein (the "Bernsteins"), as the natural guardians of Joshua, Jake and Daniel Bernstein. In support hereof, Oppenheimer states:

1. This action relates to three trusts for minors, each with liquid assets and a total value of approximately $3,000. *See Final Accountings previously filed with the Court.*

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 3/9/2015 2:40:25 PM ***

2. Oppenheimer was forced to file this action because the natural guardians of the minor beneficiaries refused to designate a successor trustee upon Oppenheimer's resignation. *See Oppenheimer's April 22, 2014 letter to the Bernsteins*, a copy of which is attached hereto as Exhibit "A."

3. In Count I of its Petition, Oppenheimer requested that the Court "either (i) appoint a successor trustee to whom Oppenheimer may deliver the Trust property or (ii) terminate the Trusts and permit Oppenheimer to deliver the Trust property to Eliot and Candice Bernstein, as the natural guardians of the Trusts' beneficiaries." *See Petition, ¶ 19.*

4. As the Court previously recognized, "Oppenheimer effectively resigned as Trustee of the [Grandchildren Trusts] effective as of May 26, 2014." See *Omnibus Order dated November 7, 2014*, a copy of which is attached hereto as Exhibit "B." The Court ordered that the Bernsteins were to designate a proposed successor trustee and, if they did not, the Court would consider "other available options in light of Oppenheimer's resignation." *Id.*

5. The Bernsteins failed to designate a successor trustee in accordance with the November 7, 2015 Order.

6. On February 26, 2015, the Court again ordered the Bernsteins to designate a proposed successor trustee. A copy of the February 26, 2015 Order is attached hereto as Exhibit "C."

7. On February 26, 2015, Eliot Bernstein provided the names of three proposed corporate trustees to Oppenheimer's counsel. Mr. Bernstein did not provide the names of any contact people at the companies he identified, instead writing "good luck finding someone!" to Petitioner's counsel. A copy of the February 26, 2015 communication is attached hereto as Exhibit "D."

8. Petitioner's counsel contacted the three corporate trustees proposed by the Bernsteins, informed them of the reason for the call and the nature and value of the assets of the Grandchildren Trusts (as set forth in the Final Accountings previously filed with the Court), and on November 27, 2015, reported the following results to the Court:

a. Reliance Trust Company, through its Senior Vice-President of Personal Trusts and National Sales Manager, Robert Sajbak, declined the appointment;

b. Principal Trust Company, through its Relationship Manager, Lisa Hirsh, declined the appointment; and

c. The Private Trust Company, through its Business Development Officer, Ben Foreman, declined the appointment.

9. The Grandchildren Trusts and the Florida Trust Code both permit termination of the trusts under the present circumstances.

10. The Grandchildren Trusts provide authority to "terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically…" *See Trusts, § 7.18.*

11. Similarly, the Florida Trust Code provides that "the court may modify or terminate a trust… if the court determines that the value of trust property is insufficient to justify the cost of administration." *See Fla. Stat. § 736.0414(2); see also § 736.0414(1) (permitting the trustee to terminate the trust if its value is less than $50,000).*

12. Consistent with the relief requested in Count I of Oppenheimer's Petition, Oppenheimer hereby requests that the Court declare the Grandchildren Trusts terminated and permit Oppenheimer to deliver the trust property to Eliot and Candice Bernstein, as the natural guardians of the trusts' minor beneficiaries, subject to the provisions of Fla. Stat. § 736.0707(2).

WHEREFORE, Oppenheimer requests that the Court declare the Grandchildren Trusts terminated, permit Oppenheimer to deliver the trust assets to Eliot and Candice Bernstein, as the natural guardians of Joshua, Jake and Daniel Bernstein, subject to the provisions of Fla. Stat. § 736.0707(2), and grant such other relief as is just and proper.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 9th day of March, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

GRAY | ROBINSON
ATTORNEYS AT LAW

433 PLAZA REAL, SUITE 339
BOCA RATON, FLORIDA 33432
TEL 561-368-3808
FAX 561-368-4008

BOCA RATON
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

561-886-4122
STEVEN.LESSNE@GRAY-ROBINSON.COM

April 22, 2014

VIA E-MAIL, FEDERAL EXPRESS AND CERTIFIED MAIL

Eliot and Candice Bernstein
as the natural guardians of Joshua, Jacob and Daniel Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434-3459

Re: Resignation as Trustee of Trusts for the benefit of Joshua, Jacob and Daniel Bernstein; Offer to Resign as Manager of Bernstein Family Realty, LLC

Dear Mr. and Mrs. Bernstein:

I represent, and am writing to you on behalf of, Oppenheimer Trust Company of Delaware ("Oppenheimer"), in its capacity as Trustee of the three trusts created by Simon Bernstein for the benefit of your minor children, Joshua, Jacob and Daniel Bernstein (the "Trusts"). This letter is directed to you, as the parents and natural guardians of Joshua, Jacob and Daniel Bernstein (the "Beneficiaries"), and will constitute due notice to the Beneficiaries under the Trusts and Florida law.

Oppenheimer hereby notifies you that it will resign as Trustee of the Trusts effective May 26, 2014 (the "Effective Date"). You, as the natural guardians of the Beneficiaries, have the right and obligation to appoint a successor corporate trustee. If you do not provide Oppenheimer, through me, with a written document evidencing that a successor corporate trustee has been appointed and has accepted the appointment before the Effective Date, Oppenheimer will petition the Court to either appoint a successor trustee or terminate the Trusts and distribute their assets to you, as natural guardians of the Beneficiaries.

For your information, the Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

Finally, Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

Please let me know of your intentions with regard to the appointment of a successor trustee before the Effective Date.

I am also writing to you on behalf of Oppenheimer, in its capacity as the Manager of Bernstein Family Realty, LLC (the "Company"). As you know, the Trusts are the sole owners and members of the Company, and the Company owns the house occupied by you and the Beneficiaries. Oppenheimer understands that the house is encumbered by two mortgages which probably exceed the value of the house. A third party, William Stansbury, claims that he is entitled to an equitable lien on the house, and he has sued the Company to establish such a lien. At Oppenheimer's direction, the Company is defending the lawsuit in order to avoid the claimed third lien on the house.

You have expressed unhappiness with Oppenheimer's management of the Company. In light of Oppenheimer's decision to resign as Trustee, Oppenheimer would like to offer you the opportunity to assume management of the Company, or appoint another successor manager, so that you or your chosen manager can defend the Stansbury lawsuit, operate the Company and deal with third parties on behalf of the Company as you deem to be in the best interest of the Company's members and, ultimately, your children. If you would like Oppenheimer to resign as Manager, please notify me in writing, before the Effective Date, of your selection of an appropriate successor manager and the successor's agreement to serve. Upon receipt of your selection, Oppenheimer will resign as Manager and, on behalf of the member Trusts, appoint your chosen successor.

Please note that, if you do not request Oppenheimer's earlier resignation and designate a successor manager, it is Oppenheimer's intent to resign as Manager of the Company after a successor trustee is appointed or the Trusts are terminated. At that point, it will be up to the successor trustee or you, as natural guardians of the Beneficiaries, to appoint a new manager.

If you have any questions regarding the foregoing, please contact me or have your attorney do so.

Very truly yours,

Steven A. Lessne FOR

SAL/sl

cc: Oppenheimer Trust Company of Delaware *(via e-mail and U.S. Mail)*

EXHIBIT B

NOV 17 2014

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.

_____/

OMNIBUS ORDER

THIS MATTER came before the Court on October 20, 2014 upon the following Motions filed by Oppenheimer Trust Company of Delaware ("Oppenheimer"): (i) Motion for Summary Judgment As To Count I Of Its Petition; (ii) Motion To Strike Or Sever Counterclaim; and (iii) Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries. Having considered the Motions, heard argument from Oppenheimer's counsel and from Eliot and Candice Bernstein (the "Bernsteins"), and being otherwise duly advised in the premises, it is hereupon

ORDERED and ADJUDGED as follows:

1. Oppenheimer's Motion for Summary Judgment As To Count I Of Its Petition is granted as follows:

a. Oppenheimer effectively resigned as Trustee of the three "Grandchildren Trusts" at issue in this case effective as of May 26, 2014.

b. By October 30, 2014, the Bernsteins, as natural guardians of the minor beneficiaries of the Grandchildren Trusts, shall submit the name and address of a proposed Successor Trustee to the Court, to Oppenheimer's counsel and to the proposed Successor Trustee. At the time of their submissions, the Bernsteins shall notify the proposed Successor Trustee that he/she shall either accept or decline the appointment by November 10, 2014 by notifying the Court, the Bernsteins and counsel for Oppenheimer of his/her election in writing.

c. If the proposed Successor Trustee accepts the appointment, Oppenheimer shall deliver the trust assets to the Successor Trustee in accordance with the provisions of Fla. Stat. § 736.0707(2). If the proposed Successor Trustee declines the appointment or fails to respond, the Court will consider other available options in light of Oppenheimer's resignation.

2. Oppenheimer may file and serve final accountings for each of the Grandchildren Trusts with the Court. Within twenty (20) days after Oppenheimer files and serves its final accountings, the Bernsteins, as natural guardians of the minor beneficiaries, may file form, line-item objections to the final accountings. Thereafter, the Court will conduct appropriate proceedings to review and settle the final accountings.

3. The Court withholds ruling on Oppenheimer's Motion To Appoint Guardian *Ad Litem* For Minor Beneficiaries, but may reconsider Oppenheimer's Motion after the Bernsteins file their objections to the final accounting or at a later date.

4. The Counter-Complaint filed in this action remains stayed pending further Order of this Court.

DONE AND ORDERED in Chambers, Palm Beach County, Florida, this ___ day of October, 2014.

Hon. Martin H. Colin, Circuit Judge

cc: Steven A. Lessne, Esq.
Eliot and Candice Bernstein
Alan Rose, Esq.

\824478\2 - # 3230457 v1

EXHIBIT C

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

CASE NO.: 502014CP002815
XXXXSB(IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE,
Plaintiff(s)

VS.

ELIOT AND CANDICE BERNSTEIN
Defendant(s)

_____/

ON STATUS CHECK
ORDER ~~GRANTING/DENYING~~

THIS CAUSE came before the Court on a Status Check

and the Court having heard argument of counsel and being otherwise fully advised in the premises, it is

ORDERED and ADJUDGED ~~that said motion be, and the same is hereby **GRANTED/DENIED.**~~ as follows:

(1) By 2/27/15, the Bernsteins, as natural guardians, shall submit the name and number of 2 proposed successor corporate trustee to the Court and Oppenheimer's counsel.

(2) Oppenheimer shall set its pending Motions for hearing on the Court's UMC prior to 3/17/15.

DONE AND ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida this 26 day of Feb, 20 15.

Names and addresses of copies furnished to:

Circuit Judge

EXHIBIT D

Lessne, Steven

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Thursday, February 26, 2015 2:40 PM
To: Lessne, Steven; Alan B. Rose Esq.; Alan B. Rose Esq.
Cc: Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: RE: Three Corporate Trustees as Ordered by the Court in the 2/26/15 hearing

Follow Up Flag: Follow up
Flag Status: Flagged

I was instructed by the Court to give you three corporate trust company names, I have complied. You are the one responsible for contacting them and transferring trusteeship to them. Good luck finding someone! If I can be of further assistance let me know. Eliot

From: Lessne, Steven [mailto:SLessne@gunster.com]
Sent: Thursday, February 26, 2015 2:33 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Three Corporate Trustees as Ordered by the Court in the 2/26/15 hearing

Who are the contact people at these companies?

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Steven A. Lessne | Shareholder
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401
561-650-0545

450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
954-468-1383

gunster.com | SLessne@gunster.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, February 26, 2015 2:25 PM
To: Lessne, Steven
Cc: Alan B. Rose Esq.; Alan B. Rose Esq.; Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: Three Corporate Trustees as Ordered by the Court in the 2/26/15 hearing

Mr. Lessne,

Attached are the three names per the Court's Order today of potential corporate trustees we would like as Successor to your client Oppenheimer who has already resigned as alleged Successor Trustee abandoning the Trusts for several

months now without having chosen a Successor first. Please copy Candice and I of all communications with any of these companies and copies of any documents tendered to them. Thanks

1. Principal Trust Company - 1.800.332.4015 option 2
2. Reliance Trust - 404.266.0663
3. The Private Trust Co. - (800) 877-7210, ext. 7990



I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

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/iviewit2
http://www.facebook.com/#!/iviewit
http://www.youtube.com/user/eliotbernstein?feature=mhum

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end
http://www.youtube.com/watch?v=7oHKs_crYIs

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

http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/iviewit2/?p=187

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

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2
http://youtu.be/OaXys6bImFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3
http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4
http://youtu.be/rUHCZFkro08

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125
http://youtu.be/WEgSXJFqrhQ

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Ok, laugh but very important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Ok, laugh again but more important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 most important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://exposecorruptcourts.blogspot.com
http://deniedpatent.blogspot.com
http://www.judgewatch.org/index.html
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbarthefloridabar.com
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.attorneysabovethelaw.com
http://www.VoteForGreg.us Greg Fischer
http://www.facebook.com/pages/Vote-For-Greg/111952178833067

www.justice4every1.com
www.schwagerfirm.com
www.eldermurderabuseandexploitation.blogspot.com
https://mccormickestatefraud.wordpress.com
http://www.nationallibertyalliance.org
www.AAAPG.net
www.corruptny.com
www.corruptWA.com
www.killingseniors.com
www.guardianpredators.com
www.guardianshipexposed.com
http://www.hangthebankers.com
www.ddaweb.org
http://tedbernsteinreport.blogspot.com
--
"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force." -- Thomas Jefferson, The Kentucky Resolutions of 1798

"If a law is unjust, a man is not only right to disobey it, he is obligated to do so." Thomas Jefferson

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

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

"Dick: The first thing we do, let's kill all the lawyers." The Shakespearean Solution, Sam The Butcher, Henry The Sixth, Part 2 Act 4, scene 2, 71–78

"Gatthew 5:5 Blessed are the Geek, for they will inherit the earth." Eliot Bernstein

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

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



Eliot I. Bernstein
Iviewit Technologies, Inc.
Founder & Inventor
(561) 245-8588 Work
(561) 886-7628 Mobile
(561) 245-8644 Facsimile
iviewit@iviewit.tv
eliot@iviewit.tv
2753 N.W. 34th St.
Boca Raton, Florida 33434
http://www.iviewit.tv

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Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

PETITIONER'S REQUEST FOR JUDICIAL NOTICE

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE, through undersigned counsel, pursuant to Florida Statutes § 90.202 and 90.203, requests that this Court take judicial notice for trial and all other purposes of the following:

1. Second Mortgage by Simon L. Bernstein to Bernstein Family Realty, LLC, dated 7/8/2008 recorded in the Official Records of Palm Beach County, OR BK 22841, PG 1818;

2. Amendment to Mortgage and Promissory Note among Bernstein Family Realty, LLC and Walter E. Sahm and Patricia Sahm dated 2/15/2012 recorded in the Official Records of Palm Beach County, OR BK 25132 PG 1051; and

3. The Palm Beach County Property Appraiser's records for 2753 NW 34th Street, Boca Raton, property control number 06424710020070680.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 10th day of March, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

PETITIONER'S CORRECTED REQUEST FOR JUDICIAL NOTICE
(attaching copies of documents listed)

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE, through undersigned counsel, pursuant to Florida Statutes § 90.202 and 90.203, requests that this Court take judicial notice for trial and all other purposes of the following:

1. Second Mortgage by Simon L. Bernstein to Bernstein Family Realty, LLC, dated 7/8/2008 recorded in the Official Records of Palm Beach County, OR BK 22841, PG 1818, attached as Exhibit "A" hereto;

2. Amendment to Mortgage and Promissory Note among Bernstein Family Realty, LLC and Walter E. Sahm and Patricia Sahm dated 2/15/2012 recorded in the Official Records of Palm Beach County, OR BK 25132 PG 1051, attached as Exhibit "B" hereto; and

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 3/10/2015 3:58:27 PM ***

3. The Palm Beach County Property Appraiser's records for 2753 NW 34th Street, Boca Raton, property control number 06424710020070680, attached as Exhibit "C" hereto.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 10th day of March, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
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iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

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

in the presence of:

Jaclyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

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 _____

I hereby certify that the foregoing is a true copy
of the record in my office this day, Mar 04, 2015.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY _____ Deputy Clerk

EXHIBIT B

JC 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 ("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:

Print Name: Diana Banks

Print Name: Shari Dunham

MORTGAGOR:

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 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)

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

KELLY MICHELLE BUCHANAN
MY COMMISSION # EE86156
EXPIRES: July 01, 2015
1-800-3-NOTARY Fl. Notary Discount Assn. Co.

WITNESSES:

Print Name: Angela M Lawrence

Print Name: Lisa Dawn Eppert

MORTGAGEE:

Walter E. Sahm

Walter E. Sahm

Patricia A. Sahm

Patricia Sahm

STATE OF FLORIDA
COUNTY OF SUMPTER

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

(Seal)

Notary Public, State of Florida
Name: Angela M Lawrence
Commission Expires: April 3, 2014
Commission No.: DD977258

ANGELA M. LAWRENCE
Notary Public, State of Florida
Commission# DD977258
My comm. expires April 3, 2014

15th JUDICIAL CIRCUIT CLERK & COMPTROLLER PALM BEACH COUNTY, FLORIDA COURT

Book25132/Page1054 Page 4 of 4

I hereby certify that the foregoing is a true copy
of the record in my office this day, Mar 04, 2015.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY Stephanie Weimer Deputy Clerk

EXHIBIT C

Gary R. Nikolits, CFA

Property Appraiser

Palm Beach County

Homestead Exemption E-file

Location Address	2753 NW 34TH ST
Municipality	BOCA RATON
Parcel Control Number	06-42-47-10-02-007-0680
Subdivision	BOCA MADERA UNIT 2
Official Records Book	22723 Page 689
Sale Date	JUN-2008
Legal Description	BOCA MADERA UNIT 2 LT 68 BLK G

Owners
BERNSTEIN FAMILY REALTY LLC

Mailing address
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487 1387

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2008	$360,000	22723 / 0689	WARRANTY DEED	BERNSTEIN FAMILY REALTY LLC
NOV-1985	$145,000	04720 / 0037	WARRANTY DEED	

No Exemption Information Available.

Number of Units 1 *Total Square Feet 2741 Acres 0.21
Use Code 0100 - SINGLE FAMILY Zoning R1D - Single Family (06-BOCA RATON)

Tax Year	2014 P	2013	2012
Improvement Value	$213,325	$179,483	$172,046
Land Value	$85,500	$90,831	$94,615
Total Market Value	$298,825	$270,314	$266,661

P = Preliminary

All values are as of January 1st each year

Tax Year	2014 P	2013	2012
Assessed Value	$297,345	$270,314	$266,661
Exemption Amount	$0	$0	$0
Taxable Value	$297,345	$270,314	$266,661

Tax Year	2014 P	2013	2012
Ad Valorem	$5,790	$5,268	$5,281
Non Ad Valorem	$305	$301	$297
Total tax	$6,095	$5,569	$5,578

PALM BEACH COUNTY---STATE OF FLORIDA
I hereby certify that the foregoing is an electronic duplicate/copy of the record in the Office of the Property Appraiser

This 5th Day of March 2015

By Deliora Lamons Deputy Appraiser

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

PETITIONER'S NOTICE OF INTENT TO INTRODUCE EVIDENCE BY MEANS OF BUSINESS RECORDS CERTIFICATION

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), through its undersigned counsel, hereby gives notice that it intends to introduce into evidence, by means of a Business Records Certification served upon Eliot and Candice Bernstein via e-mail on March 10, 2015, the documents attached thereto (Bates-stamped OPP0001-1521, which documents were also produced to Eliot and Candice Bernstein via e-mail on March 10, 2015) at future hearings pertaining to this matter, including but not limited to the hearing scheduled for March 17, 2015. A copy of the Business Records Certification, without attachments, is attached hereto as Exhibit "A."

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 3/10/2015 4:18:53 PM ***

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 10th day of March, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

BUSINESS RECORDS CERTIFICATION
Pursuant to Sections 90.803(6) and 90.902(11), Florida Statutes

To Whom It May Concern:

I, Janet Craig, am currently employed with Oppenheimer Trust Company of Delaware, 405 Silverside Road, Suite 250, Wilmington, Delaware 19809. Attached hereto are true and correct copies of records of which I am the custodian maintained by my company (in its capacity as trustee of three irrevocable trusts created by Simon Bernstein on September 7, 2006 for the benefit of Joshua, Jake and Daniel Bernstein). The records have been Bates-stamped OPP0001-1521 for identification.

I hereby certify that such records:

(A) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters;
(B) Were kept in the course of the regularly conducted activity; and
(C) Were made as a regular practice in the course of the regularly conducted activity.

I hereby certify and declare under penalty of perjury that the foregoing is true and correct.

Signed on this 10th day of March, 2015.

Janet Craig, Senior Vice President
Oppenheimer Trust Company of Delaware

STATE OF DELAWARE
COUNTY OF NEW CASTLE

The foregoing instrument was acknowledged before me this 10th day of March, 2015, by Janet Craig, who is personally known to me or who has produced _____ (type of identification) as identification.

Notary Public, State of Delaware

SHARON OPIE LUNA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 25, 2015

(SEAL)
My Commission expires: 11-25-15

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

2015 MAR 31 PM 3:33
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

ORDER SETTING CONTINUATION OF HEARING ON RESPONDENTS' OBJECTIONS TO PETITIONER'S FINAL ACCOUNTINGS

IT IS HEREBY ORDERED that the continuation of the hearing on Respondents' Objections to Petitioner's Final Accounting (which hearing was commenced, but not concluded, on March 17, 2015) is scheduled for a 2½ hour hearing on May 19 2015, at 9:30 A.m. before the Honorable Martin Colin, Courtroom 8 at the South County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444.

DONE AND ORDERED in Chambers, Palm Beach County, Florida on 3/31/15.

Hon. Martin Colin, Circuit Judge

Copies furnished to:

Steven A. Lessne, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401

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

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.

_____/

PETITIONER'S NOTICE OF INTENT TO USE SUMMARIES

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), by and through its undersigned counsel, pursuant to Section 90.956, Florida Statutes, hereby gives notice of its intent to use the three summaries identified below at the continued evidentiary hearing on Respondents' Objections to Petitioner's Final Accountings:

1. OPP1535-1536 (with supporting documents produced as OPP1525-1534, 1537-1562, 1643-1666, and 1715-1738);

2. OPP1576-1577 (with supporting documents produced as OPP1563-1575, 1578-1590, 1592-1604, 1629, 1667-1690, and 1739-1762); and

3. OPP1614-1615 (with supporting documents produced as OPP1591, 1605-1613, 1616-1628, 1630-1642, 1691-1714, and 1763-1786).

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 4/8/2015 3:01:35 PM ***

Copies of the summaries are attached hereto as Exhibits "A" through "C." The summaries and supporting documents identified above have been produced to Respondents and are available for inspection by the Court.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 8th day of April, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

Simon Bernstein fbo Daniel Bernstein
EIN: [redacted]

Tax Year 2008

Original return filed
Total tax = $0.00
Payments as shown on return = $42,131.00
Overpayment as shown on return = $42,131.00
Refund due = $42,131.00
Refund check was received but not cashed and was voided and returned to the IRS when the amended return was filed (see letter to IRS dated 11/15/10 sent with amended return).

Amended return filed
Total tax = $8,261.00
Payments as shown on return = $42,131.00
Overpayment as shown on return - $33,870.00
Credit to 2009 = $8,300.00
Refund due = $25,570.00
Refund check for $27,384.69 posted 1/20/11 ($25,569.82 plus interest of $1,814.87)

Tax Year 2009

Return filed
Total tax = $2,771.00
Payments as shown on return = $8,300.00
Overpayment as shown on return = $5,529.00
Credit to 2010 = $2,800.00
Refund due = $2,729.00
Refund check for $2,739.79 posted 1/3/11 ($2,729.00 plus interest of $10.79)

Tax Year 2010

Return filed
Total tax = $158.00
Payments as shown on return = $2,800.00
Overpayment as shown on return = $2,642.00
Credit to 2011 = $160.00
Refund due = $2,482.00
Refund check posted 10/24/11

Tax Year 2011

Original return filed (payments on account were reported as $2,628.00 but should have been $2,613.00 = difference of $15.00)
Total tax = $0.00
Payments as shown on return = $2,628.00 (should have been $2,613.00)
Overpayment as shown on return = $2,628.00 (should have been $2,613.00)
Credit to 2012 = $2,628.00 (should have been $2,613.00)
Refund due = $0.00

Tax Year 2011 -continued

Amended return filed

Total tax = $463.00
Payments as shown on return = $2,628.00 (should have been $2,613.00-see above re: $15.00 difference)
Overpayment as shown on return = $2,165.00 (should have been $2,150.00-see above re: $15.00 difference)
Credit to 2012 = $464.00
Refund due = $1,701.00 (should have been $1,686.00-see above re: $15.00 difference)

Per IRS notice dated 10/15/12, we were notified that the IRS credited the entire refund ($2,613.00) from the original 2011 return to 2012. They subsquently did not follow the instructions on the amended return. Since the IRS did this, the $463.00 total tax was not deducted from the payments reported. We received a notice from the IRS dated 4/15/13 of tax due of $463.00 plus interest of $14.07 which was paid on 5/15/13.

Tax Year 2012

Return filed

Total tax = $0.00
Payments as shown on return = $464.00
Refund due = $464.00

Payments were actually $2,613.00 (see Tax Year 2012 for explanation). The total refund of $2,674.93 was posted 2/12/14 ($2,613.00 plus interest $61.93)

Tax Year 2013

Return filed

Total tax = $487.00
Payments as shown on return = $487.00
Overpayment as shown on return = $0.00

EXHIBIT B

Simon Bernstein fbo Jacob Bernstein
EIN: [redacted]

Tax Year 2008

Original return filed
Total tax = $0.00
Payments as shown on return = $42,130.00
Overpayment as shown on return = $42,130.00
Refund due $42,130.00
Refund check was received but not cashed and was voided and returned to the IRS when the amended return was filed (see letter to IRS dated 11/15/10 sent with amended return).

Amended return filed
Total tax = $8,261.00
Payments as shown on return = $42,130.00
Overpayment as shown on return - $33,869.00
Credit to 2009 = $8,300.00
Refund due = $25,569.00
Refund check for $27,383.61 posted 1/20/11 ($25,568.81 plus interest of $1,814.80)

Tax Year 2009

Return filed
Total tax = $2,771.00
Payments as shown on return = $8,300.00
Overpayment as shown on return = $5,529.00
Credit to 2010 = $2,800.00
Refund due = $2,729.00
Refund check for $2,739.79 posted 1/3/11 ($2,729.00 plus interest of $10.79)

Tax Year 2010

Return filed
Total tax = $158.00
Payments as shown on return = $2,800.00
Overpayment as shown on return = $2,642.00
Credit to 2011 = $160.00
Refund due = $2,482.00
Refund check posted 10/24/11

Tax Year 2011

Original return filed (payments on account were reported as $2,628.00 but should have been $2,613.00 = difference of $15.00)
Total tax = $0.00
Payments as shown on return = $2,628.00 (should have been $2,613.00)
Overpayment as shown on return = $2,628.00 (should have been $2,613.00)
Credit to 2012 = $2,628.00 (should have been $2,613.00)
Refund due = $0.00

Tax Year 2011 -continued

Amended return filed

Total tax = $463.00
Payments as shown on return = $2,628.00 (should have been $2,613.00-see above re: $15.00 difference)
Overpayment as shown on return = $2,165.00 (should have been $2,150.00-see above re: $15.00 difference)
Credit to 2012 = $464.00
Refund due = $1,701.00 (should have been $1,686.00-see above re: $15.00 difference)

Per IRS notice dated 10/15/12, we were notified that the IRS credited the entire refund ($2,613.00) from the original 2011 return to 2012. They subsquently did not follow the instructions on the amended return. Since the IRS did this, the $463.00 total tax was not deducted from the payments reported. We received a notice from the IRS dated 4/22/13 of tax due of $463.00 plus interest of $14.34 which was paid on 5/15/13.

Tax Year 2012

Return filed

Total tax = $0.00
Payments as shown on return = $464.00
Refund due = $464.00

Payments were actually $2,613.00 (see Tax Year 2012 for explanation). The total refund of $2,674.93 was posted 2/12/14 ($2,613.00 plus interest $61.93)

Tax Year 2013

Return filed

Total tax = $555.00
Payments as shown on return = $555.00
Overpayment as shown on return = $0.00

EXHIBIT C

Simon Bernstein fbo Joshua Bernstein
EIN: [redacted]

Tax Year 2008

Original return filed
Total tax = $0.00
Payments as shown on return = $42,131.00
Overpayment as shown on return = $42,131.00
Refund due $42,131.00
Refund check was received but not cashed and was voided and returned to the IRS when the amended return was filed (see letter to IRS dated 11/15/10 sent with amended return).

Amended return filed
Total tax = $8,261.00
Payments as shown on return = $42,131.00
Overpayment as shown on return - $33,870.00
Credit to 2009 = $8,300.00
Refund due = $25,570.00
Refund check for $27,384.69 posted 1/20/11 ($25,569.82 plus interest of $1,814.87)

Tax Year 2009

Return filed
Total tax = $2,771.00
Payments as shown on return = $8,300.00
Overpayment as shown on return = $5,529.00
Credit to 2010 = $2,800.00
Refund due = $2,729.00
Refund check for $2,739.79 posted 1/3/11 ($2,729.00 plus interest of $10.79)

Tax Year 2010

Return filed
Total tax = $158.00
Payments as shown on return = $2,800.00
Overpayment as shown on return = $2,642.00
Credit to 2011 = $160.00
Refund due = $2,482.00
Refund check posted 10/24/11

Tax Year 2011

Original return filed (payments on account were reported as $2,628.00 but should have been $2,613.00 = difference of $15.00)
Total tax = $0.00
Payments as shown on return = $2,628.00 (should have been $2,613.00)
Overpayment as shown on return = $2,628.00 (should have been $2,613.00)
Credit to 2012 = $2,628.00 (should have been $2,613.00)
Refund due = $0.00

Tax Year 2011 -continued

Amended return filed

Total tax = $463.00
Payments as shown on return = $2,628.00 (should have been $2,613.00-see above re: $15.00 difference)
Overpayment as shown on return = $2,165.00 (should have been $2,150.00-see above re: $15.00 difference)
Credit to 2012 = $464.00
Refund due = $1,701.00 (should have been $1,686.00-see above re: $15.00 difference)

Per IRS notice dated 3/29/13, we were notified that the IRS credited the entire refund ($2,613.00) from the original 2011 return to 2012 and did not follow the instructions on the amended return. Since the IRS did this, the $463.00 total tax was not deducted from the payments reported. We received a notice from the IRS dated 4/15/13 of tax due of $463.00 plus interest of $14.07 which was paid on 5/15/13.

Tax Year 2012

Return filed

Total tax = $0.00
Payments as shown on return = $464.00
Refund due = $464.00

Payments were actually $2,613.00 (see Tax Year 2012 for explanation). The total refund of $2,674.93 was posted 2/12/14 ($2,613.00 plus interest $61.93)

Tax Year 2013

Return filed

Total tax = $480.00
Payments as shown on return = $480.00
Overpayment as shown on return = $0.00

Filing # 25846139 E-Filed 04/08/2015 03:01:35 PM

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

PETITIONER'S SECOND NOTICE OF INTENT TO INTRODUCE EVIDENCE BY MEANS OF BUSINESS RECORDS CERTIFICATION

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), through its undersigned counsel, hereby gives notice that it intends to introduce into evidence, by means of a Business Records Certification served upon Eliot and Candice Bernstein via e-mail on April 8, 2015, the documents attached thereto (Bates-stamped OPP1522-1828) at future hearings pertaining to this matter, including but not limited to the hearing scheduled for May 19, 2015. A copy of the Business Records Certification, without attachments, is attached hereto as Exhibit "A."

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 4/8/2015 3:01:35 PM ***

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the below Service List this 8th day of April, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

BUSINESS RECORDS CERTIFICATION
Pursuant to Sections 90.803(6) and 90.902(11), Florida Statutes

To Whom It May Concern:

I, Janet Craig, am currently employed with Oppenheimer Trust Company of Delaware, 405 Silverside Road, Suite 250, Wilmington, Delaware 19809. Attached hereto are true and correct copies of records of which I am the custodian maintained by my company (in its capacity as trustee of three irrevocable trusts created by Simon Bernstein on September 7, 2006 for the benefit of Joshua, Jake and Daniel Bernstein). The records have been Bates-stamped OPP1522-1534, 1537-1575, 1578-1613 and 1616-1828 for identification.[1]

I hereby certify that such records:

(A) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters;
(B) Were kept in the course of the regularly conducted activity; and
(C) Were made as a regular practice in the course of the regularly conducted activity.

I hereby certify and declare under penalty of perjury that the foregoing is true and correct.

Signed on this 7th day of April, 2015.

Janet Craig, Senior Vice President
Oppenheimer Trust Company of Delaware

STATE OF DELAWARE
COUNTY OF NEW CASTLE

The foregoing instrument was acknowledged before me this 7th day of April, 2015, by Janet Craig, who is personally known to me or who has produced DL (type of identification) as identification.

Notary Public, State of Delaware

(SEAL)
My Commission expires: 11-25-15

SHARON OPIE LUNA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 25, 2015

[1] Documents Bates-stamped OPP1535-1536, OPP1576-1577 and OPP 1614-1615 are summaries of tax information prepared pursuant to Fla. Stat. § 90.956, and not business records of Oppenheimer.

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

2015 APR 16 AM 11:50
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH FILED

ORDER RE-SETTING CONTINUATION OF HEARING ON RESPONDENTS' OBJECTIONS TO PETITIONER'S FINAL ACCOUNTINGS

IT IS HEREBY ORDERED that the continuation of the hearing on Respondents' Objections to Petitioner's Final Accounting (which hearing was commenced, but not concluded, on March 17, 2015) is rescheduled for a **2 1/2 hour hearing on Monday, April 20, 2015 at 1:30 p.m.** before the Honorable Martin Colin, Courtroom 8 at the South County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444. This Order supersedes the March 31, 2015 Order scheduling the subject hearing for May 19, 2015 at 9:30 a.m. The parties were orally advised of this rescheduling via phone on April 15, 2015.

DONE AND ORDERED in Chambers, Palm Beach County, Florida on 4/16/15.

Hon. Martin Colin, Circuit Judge

Copies furnished to:

Steven A. Lessne, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401

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

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.

2015 MAY -5 AM 9:54
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

ORDER FROM APRIL 20, 2015 CONTINUED HEARING ON RESPONDENTS' OBJECTION TO FINAL ACCOUNTING

On March 17, 2015, the Court conducted a one-hour evidentiary hearing on Respondents' "Objection to Final Accounting; Petition for Formal, Detailed Audited and Forensic Accounting" (the "Objection") and considered and overruled objections numbered 1 through 5. On April 20, 2015, the Court conducted an additional 2 ½ hour evidentiary hearing on the Objection. At the April 20, 2015 hearing, the Court ~~verbally~~ and ordered as follows:

1. Objections 6 through 9 are overruled.

2. Objection 10 is overruled based upon the testimony of Petitioner's President, Hunt Worth, that the statements produced by Petitioner for accounts titled (i) "Simon Bernstein Irrevocable Trust U/A 9/7/06 FBO Daniel Bernstein" (OPP0011-0036), (ii) "Simon Bernstein

Irrevocable Trust U/A 9/7/06 FBO Jake Bernstein" (OPP0037-0062), and (iii) "Simon Bernstein Irrevocable Trust U/A 9/7/06 FBO Joshua Z Bernstein" (OPP0063-0089) relate solely to the three irrevocable trusts settled by Simon Bernstein, entitled "Daniel Bernstein Irrevocable Trust Dated September 7, 2006," "Jake Bernstein Irrevocable Trust Dated September 7, 2006," and "Joshua Bernstein Irrevocable Trust Dated September 7, 2006," respectively.[1]

3. Objection 11 fails to state a legally-recognized objection.

4. Objections 14 through 17 are overruled.

5. Objection 18 fails to state a legally-recognized objection.

6. Objections 19 through 22 are overruled.

7. Objections 24 and 25 are overruled.

8. With regard to objection 27, Petitioner shall file a supplement to the Final Accountings to clarify: (i) that Petitioner has not conducted a forensic accounting of, or independently valued, LIC Holdings, Inc. ("LIC"), (ii) that Petitioner is not purporting to assign a value to the 1.33% interest of LIC that each trust owns, (iii) that there have been no transactions related to the shares of LIC held by the trusts (sale of shares, dividends, etc.) during Petitioner's trusteeship, and (iv) that Petitioner intends to transfer the shares of LIC held by the trusts, in kind, to the person or entity designated by the Court to receive the trusts' assets. NOTWITHSTANDING, THE VALUATION OF "0" IN THE ACCOUNTING IS STATED AS NOT AN APPROPRIATE VALUE OF THE LIC SHARES.

9. With regard to objections 12, 13, 23, 26, and 28 through 90, in light of Respondents' claim that they have had insufficient time to review the backup documents produced by Petitioner, Respondents shall file a notice with this Court, on or before June 1,

[1] Documents Bates-stamped OPP0001-1521 were admitted into evidence as Petitioner's Exhibit 1 at the March 17, 2015 hearing, without objection. The three above-described trust documents were admitted into evidence at the March 17, 2015 hearing as Exhibits 6 through 8, respectively.

2015,[2] indicating which of these objections they are abandoning in light of Petitioner's production of documents.[3] For each objection that Respondents do not abandon, Respondents shall give a one-sentence reason why they are not abandoning the objection.

10. The Court will consider all objections that are not abandoned by Respondents or disposed of by this Order at a further hearing to be set by the Court. The Court will endeavor to set aside ample hearing time for Respondents to go through the remainder of their objections and conclude their case, and for Petitioner to call its witnesses, make its arguments and conclude its case.

DONE AND ORDERED in Chambers, Palm Beach County, Florida on 5/4/15, *nunc pro tunc* to April 20, 2015.

Hon. Martin Colin, Circuit Judge

[2] The Court originally ruled that objections 12 and 13 would be deemed overruled unless Respondents filed a notice within 10 days that there were problems with the backup documents related to those objections. Towards the end of the hearing, the Court gave Respondents until June 1 to review the backup documents and file a notice with the court indicating what objections they were abandoning. In light of the Court's later ruling, the Court will give Respondents until June 1 to decide whether they wish to abandon objections 12 and 13, instead of the 10 day deadline originally imposed.

[3] As reflected in the "Notice of Production," "Notice of Intent to Introduce Evidence By Means of Business Records Certification," and "Request for Judicial Notice" filed with the Court on March 10, 2015, Petitioner certifies that it produced documents Bates-stamped OPP0001-1521, a Business Records Certification and three public records related to the real property owned by Bernstein Family Realty, LLC to Respondents on March 10, 2015. Respondents claim that they were unable to access the documents produced to them electronically on March 10, 2015, and that they did not actually receive the documents until they were Federal Expressed by Petitioner at Respondents' request. As reflected in the "Notice of Production," "Notice of Intent to Introduce Evidence By Means of Business Records Certification," and "Notice of Intent to Rely on Summaries" filed with the Court on April 8, 2015, Petitioner certifies that it produced documents Bates-stamped 1522-1828, a Business Records Certification and three Summaries of tax reporting and refund information to Respondents on April 8, 2015. Respondents acknowledge receiving that production on April 8, 2015. At the April 20, 2015 hearing, documents Bates-stamped OPP1522-1828 and the three summaries of tax reporting and refund information were introduced into evidence, without objection, as Petitioner's Exhibits 9 and 10, respectively. Also at the April 20, 2015 hearing, Petitioner introduced, as a demonstrative aide, annotated copies of the Final Accountings which cross-reference each line item in the Final Accountings, pages 1 through 50, to the backup documents supporting each line item.

Copies furnished to:

Steven A. Lessne, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401

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

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

CASE NO: **502014CP002815XXXXSB**
PROBATE DIVISION: **IY**

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,
Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,
Respondents.
_____/

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH FILED
2015 MAY 19 PM 3:54

ORDER OF RECUSAL

SUA SPONTE, This Court hereby recuses itself in connection with the above styled case. In that this Court has discussed this case and related cases with the other two Judges in South County, it is requested that the Clerk not reassign this case to a South County Court Judge, but to randomly do so to another Probate Judge in North County.

DONE and ORDERED in chambers, at Delray Beach, Palm Beach County, Florida, this 19th day of May, 2015.

MARTIN H. COLIN
Circuit Judge

Copies furnished:
Eliot and Candice Bernstein
2753 NW 34th Street
Boca Raton, Fl. 33434

Steven A. Lessne, Esquire
777 South Flagler Drive, Suite 500 East
West Palm Beach, Fl. 33401

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

PROBATE DIVISION
CASE NUMBER: **502014CP002815XXXXNB**
DIVISION: IJ

IN RE: SIMON BERNSTEIN IRREVOCABLE TRUSTS CREATED FOR THE BENEFIT OF JOSHUA, JAKE & DANIEL BERNSTEIN

CLERK'S NOTICE OF REASSIGNMENT

Pursuant to Court order of the Honorable **JUDGE MARTIN H COLIN** dated ***05/19/15***, the above styled case is reassigned to Division ***IJ***, Judge(s) ***JUDGE HOWARD K COATES*** for all further proceedings.

WITNESS my hand and seal of this Court this 19 day of May, 2015.

(Seal)

Sharon R. Bock
Clerk & Comptroller

BY: _____
Deputy Clerk

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH FILED
2015 MAY 19 PM 4:27

cc:
CC: ALL PARTIES

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA.
FAMILY DIVISION "FJ"

CASE NO.: 50 2014 CP 002815 XXXX NB

OPPENHEIMER TRUST COMPANY
OF DELAWARE, in its capacity as
Resigned Trustee of the Simon Bernstein
Irrevocable Trusts created for the benefit
of Joshua, Jake and Daniel Bernstein,
Petitioner,

v.

ELIOT AND CANDICE BERNSTEIN,
in their capacity as parents and natural
guardians of JOSHUA, JAKE AND
DANIEL BERNSTEIN, minors,
Respondents.
_____/

ORDER OF RECUSAL AND REASSIGNMENT

The above-captioned case is presently pending in Division FJ of the Circuit Court now presided over by Judge Howard K. Coates Jr. The presiding Judge hereby disqualifies himself from the above-styled cause. This case is referred to the Clerk of the Circuit Court for reassignment to another division. All parties shall be notified by the Clerk of said reassignment.

DONE AND ORDERED in Palm Beach Gardens, Palm Beach County, Florida this the 15th day of June, 2015.

HOWARD K. COATES, JR.,
Circuit Judge

copies furnished:

Eliot Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434
Steven A. Lessne, Esquire and Gray Robinson P.A., 225 N.E. Mizner Blvd., Suite 500, Boca Raton, FL 33432
Alan Rose, Esquire, 505 South Flagler Drive, Suite 600, West Palm Beach, FL 33401

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
NORTH COUNTY BRANCH
FILED
15 JUN 15 PM 3:40

FILED

2015 JUN 18 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
NORTH COUNTY BRANCH

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

PROBATE DIVISION
CASE NUMBER: **502014CP002815XXXXNB**
DIVISION: IH

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,
Petitioner,

V

ELIOT AND CANDICE BERNSTIN,
In their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,
Respondents
_____/

CLERK'S NOTICE OF REASSIGNMENT

Pursuant to Court order of the Honorable **JUDGE HOWARD K COATES JR.** dated ***JUNE 15, 2015***, the above styled case is reassigned to Division ***IH***, Judge(s) ***JUDGE JOHN L PHILLIPS*** for all further proceedings.

WITNESS my hand and seal of this Court this 18 day of June, 2015.

15th JUDICIAL CIRCUIT COURT · CLERK & COMPTROLLER · PALM BEACH COUNTY, FLORIDA · STATE OF FLORIDA

Sharon R. Bock
Clerk & Comptroller

BY: _____
Deputy Clerk

cc:
CC: ALL PARTIES

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

NOTICE OF FILING

Petitioner, Oppenheimer Trust Company of Delaware, by and through its undersigned attorneys, hereby gives notice of filing the following documents, copies of which are attached hereto as Exhibits "A" through "C," respectively:

A. Amendment and Supplement to the Joshua Bernstein Irrevocable Trust Summary of Account For the Period July 30, 2010 through May 26, 2014;

B. Amendment and Supplement to the Jake Bernstein Irrevocable Trust Summary of Account For the Period July 30, 2010 through May 26, 2014; and

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 9/17/2015 2:56:07 PM ***

C. Amendment and Supplement to the Daniel Bernstein Irrevocable Trust Summary of Account For the Period July 30, 2010 through Mav 26, 2014.

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0545
Facsimile: (561) 655-5677

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the below Service List this 17th day of September, 2015.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

EXHIBIT A

Amendment and Supplement to the Joshua Bernstein Irrevocable Trust ("Trust")
Summary of Account For the Period July 30, 2010 through May 26, 2014

I. Valuation of Trust's Interests in LIC Holdings, Inc. - On Pages 2 and 31 of the previously-filed "Summary of Account for the Period 7/30/10 through 5/26/14" (the "Accounting"), the opening, current and carrying value for the Trust's 1.33% interest in LIC Holdings, Inc. was input as "$0.00" rather than "no value assigned," as intended. The above-described value entries on pages 2 and 31 of the Accounting should be changed from "$0.00" to "no value assigned," and paragraph 4 of the Accounting's disclosure statement should read as follows:

> The Trust owns a 1.33% interest in LIC Holdings, Inc. ("LIC"). We have been informed by Oppenheimer Trust Company of Delaware as follows: (i) LIC is a closely-held company managed by Theodore Bernstein; (ii) Oppenheimer received the Trust's shares of LIC in-kind from the prior trustee,[1] has held the shares in-kind, and intends to distribute the shares in-kind to the person or entity designated by the Court; and (iii) there have been no transactions related to the shares of LIC (such as distributions, dividends, redemptions, etc.) since the shares were received from the prior trustee. We were not engaged or asked to perform a forensic accounting of LIC or otherwise independently value LIC in light of the small, fractional interest of LIC held by the Trust and the lack of liquid funds in the Trust with which to perform a forensic accounting. Because we lack independent knowledge regarding the value of LIC, it would be inappropriate for us to assign a value to the Trust's interest in LIC. Therefore, we do not assign, or purport to assign, a value to that interest in the Accounting.

II. Valuation of Trust's Interest in Bernstein Family Realty, LLC - On Pages 2 and 31 of the Final Accounting, the opening, current and carrying value for the Trust's 33% interest in Bernstein Family Realty, LLC (and the mortgages related thereto) are reflected. Paragraph 3 of the Accounting's disclosure statement should read as follows:

> The Trust owns a 33% interest in Bernstein Family Realty, LLC ("BFR"). We have been informed by Oppenheimer Trust Company of Delaware that BFR's sole asset is a personal residence located at 2753 NW 34th Ct., Boca Raton, Florida, which is occupied by the beneficiary and his family. We were not engaged to appraise the property, and we do not purport to independently assign a value to the property, BFR's equity interest in the property, or the Trust's interest in BFR. The values assigned in the Accounting were arrived at as follows: (i) the public records reflect that the property was purchased on June 18, 2008 for $360,000, and there were two mortgages recorded against the property in 2008 (one for $110,000 and one for $365,000); and (ii) we were informed by Oppenheimer that the Trust made one interest-only payment on the first mortgage on October 15, 2013 in the amount of $1,283.33 (the total payment made by the three Trusts was $3,850.00), there were no other transactions related to the property or the mortgages during the accounting period, and the beneficiary's natural guardians are disputing the

[1] Oppenheimer advises that it did not receive any physical LIC shares or certificates from the prior trustee or its receiver; rather, Oppenheimer saw that the statements of the prior trustee reflected that the Trust owned a 1.33% interest in LIC, and Oppenheimer reflected the same interest as an asset of the Trust.

validity of the second mortgage. We are not purporting to independently assign a value to the property or the Trust's interest in BFR, or to determine the validity of the second mortgage. If we were to assume the second mortgage is valid and assign a value to the Trust's interest in BFR based solely on the above-listed information, the values would be as stated in the Accounting.

III. Existence of Unpaid and Unliquidated Liabilities: The Trust has unpaid, unliquidated liabilities for accounting and legal fees related to pending accounting, resignation and litigation proceedings.

By: _____ Dated: 9/8/15

Marjorie Horwin, CPA
Morrison, Brown, Argiz & Farra, LLC
225 N.E. Mizner Blvd, Suite 685
Boca Raton, FL 33432

EXHIBIT B

Amendment and Supplement to the Jake Bernstein Irrevocable Trust ("Trust")
Summary of Account For the Period July 30, 2010 through May 26, 2014

I. Valuation of Trust's Interests in LIC Holdings, Inc. - On Pages 2 and 28 of the previously-filed "Summary of Account for the Period 7/30/10 through 5/26/14" (the "Accounting"), the opening, current and carrying value for the Trust's 1.33% interest in LIC Holdings, Inc. was input as "$0.00" rather than "no value assigned," as intended. The above-described value entries on pages 2 and 28 of the Accounting should be changed from "$0.00" to "no value assigned," and paragraph 4 of the Accounting's disclosure statement should read as follows:

> The Trust owns a 1.33% interest in LIC Holdings, Inc. ("LIC"). We have been informed by Oppenheimer Trust Company of Delaware as follows: (i) LIC is a closely-held company managed by Theodore Bernstein; (ii) Oppenheimer received the Trust's shares of LIC in-kind from the prior trustee,[1] has held the shares in-kind, and intends to distribute the shares in-kind to the person or entity designated by the Court; and (iii) there have been no transactions related to the shares of LIC (such as distributions, dividends, redemptions, etc.) since the shares were received from the prior trustee. We were not engaged or asked to perform a forensic accounting of LIC or otherwise independently value LIC in light of the small, fractional interest of LIC held by the Trust and the lack of liquid funds in the Trust with which to perform a forensic accounting. Because we lack independent knowledge regarding the value of LIC, it would be inappropriate for us to assign a value to the Trust's interest in LIC. Therefore, we do not assign, or purport to assign, a value to that interest in the Accounting.

II. Valuation of Trust's Interest in Bernstein Family Realty, LLC - On Pages 2 and 28 of the Final Accounting, the opening, current and carrying value for the Trust's 33% interest in Bernstein Family Realty, LLC (and the mortgages related thereto) are reflected. Paragraph 3 of the Accounting's disclosure statement should read as follows:

> The Trust owns a 33% interest in Bernstein Family Realty, LLC ("BFR"). We have been informed by Oppenheimer Trust Company of Delaware that BFR's sole asset is a personal residence located at 2753 NW 34th Ct., Boca Raton, Florida, which is occupied by the beneficiary and his family. We were not engaged to appraise the property, and we do not purport to independently assign a value to the property, BFR's equity interest in the property, or the Trust's interest in BFR. The values assigned in the Accounting were arrived at as follows: (i) the public records reflect that the property was purchased on June 18, 2008 for $360,000, and there were two mortgages recorded against the property in 2008 (one for $110,000 and one for $365,000); and (ii) we were informed by Oppenheimer that the Trust made one interest-only payment on the first mortgage on October 15, 2013 in the amount of $1,283.33 (the total payment made by the three Trusts was $3,850.00), there were no other transactions related to the property or the mortgages during the accounting period, and the beneficiary's natural guardians are disputing the

[1] Oppenheimer advises that it did not receive any physical LIC shares or certificates from the prior trustee or its receiver; rather, Oppenheimer saw that the statements of the prior trustee reflected that the Trust owned a 1.33% interest in LIC, and Oppenheimer reflected the same interest as an asset of the Trust.

validity of the second mortgage. We are not purporting to independently assign a value to the property or the Trust's interest in BFR, or to determine the validity of the second mortgage. If we were to assume the second mortgage is valid and assign a value to the Trust's interest in BFR based solely on the above-listed information, the values would be as stated in the Accounting.

III. Existence of Unpaid and Unliquidated Liabilities: The Trust has unpaid, unliquidated liabilities for accounting and legal fees related to pending accounting, resignation and litigation proceedings.

By: _____ Dated: 9/8/15

Marjorie Horwin, CPA
Morrison, Brown, Argiz & Farra, LLC
225 N.E. Mizner Blvd, Suite 685
Boca Raton, FL 33432

EXHIBIT C

Amendment and Supplement to the Daniel Bernstein Irrevocable Trust ("Trust")
Summary of Account For the Period July 30, 2010 through May 26, 2014

I. Valuation of Trust's Interests in LIC Holdings, Inc. - On Pages 2 and 28 of the previously-filed "Summary of Account for the Period 7/30/10 through 5/26/14" (the "Accounting"), the opening, current and carrying value for the Trust's 1.33% interest in LIC Holdings, Inc. was input as "$0.00" rather than "no value assigned," as intended. The above-described value entries on pages 2 and 28 of the Accounting should be changed from "$0.00" to "no value assigned," and paragraph 4 of the Accounting's disclosure statement should read as follows:

> The Trust owns a 1.33% interest in LIC Holdings, Inc. ("LIC"). We have been informed by Oppenheimer Trust Company of Delaware as follows: (i) LIC is a closely-held company managed by Theodore Bernstein; (ii) Oppenheimer received the Trust's shares of LIC in-kind from the prior trustee,[1] has held the shares in-kind, and intends to distribute the shares in-kind to the person or entity designated by the Court; and (iii) there have been no transactions related to the shares of LIC (such as distributions, dividends, redemptions, etc.) since the shares were received from the prior trustee. We were not engaged or asked to perform a forensic accounting of LIC or otherwise independently value LIC in light of the small, fractional interest of LIC held by the Trust and the lack of liquid funds in the Trust with which to perform a forensic accounting. Because we lack independent knowledge regarding the value of LIC, it would be inappropriate for us to assign a value to the Trust's interest in LIC. Therefore, we do not assign, or purport to assign, a value to that interest in the Accounting.

II. Valuation of Trust's Interest in Bernstein Family Realty, LLC - On Pages 2 and 28 of the Final Accounting, the opening, current and carrying value for the Trust's 33% interest in Bernstein Family Realty, LLC (and the mortgages related thereto) are reflected. Paragraph 3 of the Accounting's disclosure statement should read as follows:

> The Trust owns a 33% interest in Bernstein Family Realty, LLC ("BFR"). We have been informed by Oppenheimer Trust Company of Delaware that BFR's sole asset is a personal residence located at 2753 NW 34th Ct., Boca Raton, Florida, which is occupied by the beneficiary and his family. We were not engaged to appraise the property, and we do not purport to independently assign a value to the property, BFR's equity interest in the property, or the Trust's interest in BFR. The values assigned in the Accounting were arrived at as follows: (i) the public records reflect that the property was purchased on June 18, 2008 for $360,000, and there were two mortgages recorded against the property in 2008 (one for $110,000 and one for $365,000); and (ii) we were informed by Oppenheimer that the Trust made one interest-only payment on the first mortgage on October 15, 2013 in the amount of $1,283.33 (the total payment made by the three Trusts was $3,850.00), there were no other transactions related to the property or the mortgages during the accounting period, and the beneficiary's natural guardians are disputing the

[1] Oppenheimer advises that it did not receive any physical LIC shares or certificates from the prior trustee or its receiver; rather, Oppenheimer saw that the statements of the prior trustee reflected that the Trust owned a 1.33% interest in LIC, and Oppenheimer reflected the same interest as an asset of the Trust.

validity of the second mortgage. We are not purporting to independently assign a value to the property or the Trust's interest in BFR, or to determine the validity of the second mortgage. If we were to assume the second mortgage is valid and assign a value to the Trust's interest in BFR based solely on the above-listed information, the values would be as stated in the Accounting.

III. Existence of Unpaid and Unliquidated Liabilities: The Trust has unpaid, unliquidated liabilities for accounting and legal fees related to pending accounting, resignation and litigation proceedings.

By: _____ CPA Dated: 9/8/15

Marjorie Horwin, CPA
Morrison, Brown, Argiz & Farra, LLC
225 N.E. Mizner Blvd, Suite 685
Boca Raton, FL 33432

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

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

PROBATE DIVISION

CASE NO.: 502014CP003698XXXXSB

PLAINTIFF,

V.

ALEXANDRA BERNSTEIN; ET AL.

DEFENDANTS.

_____/

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

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

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

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

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

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 12/28/2015 4:32:20 PM ***

1. Judge John Phillips is a circuit judge in the 15th Judicial Circuit Probate Division and therefore this rule applies.

Rule 2.330 (b) Parties. Any party, including the state, may move to disqualify the trial judge assigned to the case on grounds provided by rule, by statute, or by the Code of Judicial Conduct.

2. Petitioner, a party to the case moves for mandatory disqualification on behalf of himself and his three minor children and to otherwise disqualify Judge Phillips provided by rules, statute and by the Code of Judicial Conduct.
3. Judge Phillips is alleged to have violated Statutes and Court and Judicial Rules related to, including but not limited to;

a. Fraud on the Court and by the Court – This Disqualification shall Reset the case, render void all relevant Orders and Decisions which shall be vacated, all OFFICERS and FIDUCIARIES presently appointed by such Judge shall be replaced and other relief as is just and proper;

b. Continued Fraud in the Court;

c. Continued Fraud by the Court;

d. Continued Obstruction of Justice through Denial of Due Process;

e. Aiding and Abetting Court Appointed Fiduciaries and Court Appointed Attorneys at Law in covering up Fraud on the Court and Fraud by the Court and continuing Fraud on the Court and Fraud on the Beneficiaries;

f. Violations of Probate Statutes and Rules ;

g. Violations of Judicial Cannons - Judge Phillips has violated the following Judicial Canons, including but not limited to:

Canon 1 - A Judge Shall Uphold the Integrity And Independence of the Judiciary

4. Judge Phillips has failed to Uphold the Integrity and Independence of the Judiciary as further set forth herein.

Canon 2 - A Judge Shall Avoid Impropriety and the Appearance of Impropriety in all of the Judge's Activities

5. Judge Phillips express and direct conduct, statement and activities in the case have created the Appearance of Impropriety in violation of this Canon as set further set forth herein.

Canon 3 - A Judge Shall Perform the Duties of Judicial Office Impartially and Diligently.
B. Adjudicative Responsibilities.
(1) A judge shall hear and decide matters assigned to the judge except those in which disqualification is required.

6. Judge Phillips was required to mandatorily disqualify upon the filing of the Disqualification Motion[1] filed by Petitioner on December 04, 2015 for all the ground set forth therein and should have already Disqualified on his own motion sua sponte prior to Petitioner filing said written motion as it has already been alleged by Petitioner and suggested by Creditor attorney Peter Feaman that the transfer of the cases to Phillips Court was improperly interfered with post recusal by the former Judge Martin Colin as further set forth herein and set forth in the All Writs Petition[2] filed with the Florida Supreme Court in these cases and then Transferred to the 4th DCA[3]

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[1] December 04, 2015 Disqualification Judge Phillips @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf
and
Corrections @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf

[2] See All Writ Filed with the Florida Supreme Court @

7. Any competent Judge acting impartially knew or should have known prior Judge Martin Colin was a material fact witness to the multiple frauds occurring in his Court specifically involving Fiduciaries Robert Spallina, Donald Tescher, the Tescher Spallina law firm, and at minimum Ted Bernstein also purporting to act in an alleged fiduciary capacity specifically involving the very case, the Shirley Estate and Trust, which Judge Phillips illegally set for Trial on Sept. 15, 2015 acting in a case Not Noticed for Case Management by the current PR of the Simon Bernstein Estate Brian O'Connell and Joy Foglietta of the Ciklin Lubitz & O'Connell law firm.
8. Thus, Judge Phillips should now be Disqualified further for failing to mandatorily Disqualify previously and knowing he is acting outside his jurisdiction and acting in the clear absence of jurisdiction.
9. Had Judge Phillips not been immediately disqualified due to his being a witness to relevant matters in the improper Transfer and steering of the case to the North Branch where it ended up with Judge Coates who not only was a Proskauer Rose partner (Proskauer also a Counter Defendant in these matters) but turned out he worked in the exact office across the hall from Petitioner where some of the initial frauds and thefts occurred of IP that should be a part of the Estates and Trust values for Shirley and Simon Bernstein, the only proper initial action for Judge Phillips would have been to freeze and enjoin all Court files from the Colin and French and Main Branch courts, freeze and enjoin all Estate and Trust accounts, freeze and enjoin all evidence and

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http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf
and
See Amended All Writ Filed with the Florida Supreme Court @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf

[3] Transfer Order Florida Supreme Court to Fourth District Court of Appeals @
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20151013%20Supreme%20Court%20Florida%20Transfer%20Probate%20Trust%20Cases%20to%20Fourth%20District%20Court.pdf

records, documents, computer files and all alleged "Originals" and other instruments which instead are still in the hands of the prior fiduciaries Spallina and Tescher who committed some of the original frauds in Judge Colin's court, then Phillips should have further moved to invalidate the entire proceedings held under Colin and remove all Fiduciaries, Officers of the Court and attorneys involved for having committed FRAUD UPON THE COURT by OFFICERS OF THE COURT who submitted fraudulent documents to the court and used a deceased party to close the Estate of his deceased wife in a bizarre fraud lasting several months after Simon Bernstein died, where he was used post mortem to posit documents with the court to close an estate.

10. A simple, basic, non-octopus wrangling competent reading and review of the Case files assigned to Judge Phillips by the improper Transfer should have revealed to any marginally competent independent and neutral jurist acting consistent with US Constitutional due process that Ted Bernstein had to know of the frauds committed by the fiduciaries Tescher Spallina in Shirley's Estate, the counsel he retained to represent him in his fiducial capacities before Judge Colin since Ted Bernstein had NOT signed any Waiver in Shirley's Estate prior to April 9, 2012 and thus Ted Bernstein knew and had to know as early as 2012 or at minimum May of 2013 by Petitioners May 6, 2013 Emergency Filing that ANY document posited by the TESCHER SPALLINA law firm to the contrary to close Shirley's Estate such as the April 9, 2012 Sworn Petition to Discharge allegedly signed by Simon Bernstein before Robert Spallina was fraud upon the Court, fraud against the Estate of Shirley Bernstein, and fraud involving the use of his father Simon Bernstein prior to his passing and after his passing.

11. A competent impartial judge who is neutral and independent and acting consistent with US Constitutional Due process knew and had to know that in addition to actual Frauds Upon the Court and likely involving the Court, these matters also raised the important issue of whether

Simon Bernstein himself was being unduly influenced and improperly pressured since there would be no reason for Simon Bernstein to sign an April 9, 2012 Petition to Discharge knowing this was fraudulent since a phone call to discuss matters with the Beneficiaries did not even occur until May of 2012 and some of the beneficiaries did not even sign the Waiver until after Simon passed in Sept. of 2012 and that Ted Bernstein, instead of securing ALL files and evidence away from TESCHER and SPALLINA immediately as a proper fiduciary and seeking forensic investigation of key and critical documents and instruments instead continued along and became part of the fraud acting together with TESCHER and SPALLINA and where TED and his counsel Alan Rose, a material fact witness, continued to work with and interact with former fiduciaries SPALLINA and TESCHER even into and during the illegal trial of Dec. 15, 2015. Having failed to properly act in all these matters, Judge Phillips has demonstrated bias, prejudice, lack of impartiality, complete abdication of judicial responsibilities and obligations, intentionally and knowingly denied due process, aided and abetted the crimes using the machinery of the courts and furthering the fraud using the machinery of the courts and thus must mandatorily be disqualified at this time.

12. A minimally amd marginally competent impartial judge who is neutral and independent and acting consistent with US Constitutional Due process knew and had to know from even the most minimally marginally competent review of the Transcript of Hearings before Judge Colin on Sept. 13, 2013, that instead, not only did TED BERNSTEIN purporting to Act as Fiduciary "stay silent" on the issues of FRAUD in the Court despite having to possess actual knowledge of these frauds, but further that Judge Martin Colin immersed himself deeper as material and fact witness on such date by including but not limited to: a) failing to get any clear answers out of Spallina specifically including how and who filed the fraudulent instruments in the court; b) failing to get

admissions from Ted Bernstein on his actual knowledge that these matters had to be fraudulent; c) failing to ask Ted Bernstein and Spallina that if Ted was legally supposed to be the Trustee and PR of Shirley's Trust and Estate after Simon passed, why Spallina and Tescher simply didn't have Ted Bernstein act to file proper documents to close the Estate but instead carried on an elaborate fraud scheme; d) how Ted Bernstein could have been permitted to act to illegally sell off multi-million dollar properties such as Shirley's Condo when involved in the nucleus of fraud with TESCHER and SPALLINA; and more. Judge John Phillips having knowingly and intentionally failed in all these matters must be further mandatorily disqualified and is acting outside his jurisdiction and in the clear absence of jurisdiction by instead aiding and abetting ongoing frauds in the machinery of the Palm Beach courts by the fraudulent and illegal orchestration of an alleged Trial in his own Court on Dec. 15, 2015.

13. Judge John L. Phillips is clearly acting knowingly and intentionally outside his jurisdiction knowingly violating due process and further aiding and abetting fraud upon the Courts by the Courts by acting in concert with Alan Rose on Dec. 15, 2015 knowing Alan Rose should have been disqualified as a material fact witness for his magical sudden possession and finding of various "Original' documents and instruments herein being intertwined in the chain of custody but instead permitting Alan Rose to fraudulently hand Judge Phillips a proposed Order on Dec. 15, 2015 without permitting Petitioner to review which contained a proposed Judicial Finding by Judge Phillips that Ted Bernstein is not involved in the frauds when both Alan Rose and Judge Phillips have actual and direct knowledge that the Dec. 15, 2015 Trial which was illegally scheduled anyway was further Not Noticed to hear such matters of Ted Bernstein thus further constituting knowing, intentional and purposeful Due process violations mandating Judge

Phillips immediate Disqualification as further evidenced by the attached Order allegedly signed by Phillips on Dec. 16, 2015[4],

14. That Ted Bernstein, acting as alleged fiduciary in Shirley's Estate and Trusts and his elaborate team of lawyers were all involved in the Frauds committed and the attorneys who committed the crimes were retained by Ted as his counsel and were his business associates and who committed the frauds to benefit Ted's family directly to the detriment of other beneficiaries. Yet, Phillips allowed Ted and his replacement counsel Alan Rose, as Tescher and Spallina resigned after admitting to fraud, to continue and attempt to cover up and continue the crimes in the court as did Colin.

> **(2) 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.**

15. Judge Phillips has not maintained professional competence in hearing the Estate and Trust matters of Simon and Shirley Bernstein as further set forth herein and as shown by the facts alleged in the entirety of this document.

> **D. Disciplinary Responsibilities.**
> **(1) A judge who receives information or has actual knowledge that substantial likelihood exists that another judge has committed a violation of this Code shall take appropriate action.**

16. Judge Phillips received information and has actual knowledge that a substantial likelihood exists that another judge, Martin Colin, has committed a violation of the Judicial Cannons and has failed to take appropriate action in regards to the fraud in and on his court that has already been proven, committed by Fiduciaries and Attorneys at Law involved in these matters, which has

[4] December 16, 2015 Phillips Order
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151222%20Received%20US%20Mail%20Entered%20by%20Phillips%20Dec%2016%202015%20Order%20Final%20Judgment%20on%20Count%20II%20of%20the%20Amended%20Complaint.pdf

material impact on these matters before Judge Phillips now. Further, Judge Phillips ability to hear the case forward is now precluded for all these reasons and due to improper transfer of the case post recusal by Judge Colin through interference in the transfer process as petitioned in the All Writs Petition pending before the Florida Supreme Court. Judge Phillips had such knowledge as of Dec. 15th, 2015 but instead of properly acting to Disqualify himself and have an illegally scheduled Trial "continued" / "stayed", acted in disregard of his judicial obligations mandating disqualification at this time.

> **(2) A judge who receives information or has actual knowledge that substantial likelihood exists that a lawyer has committed a violation of the Rules Regulating The Florida Bar shall take appropriate action.**

17. Judge Phillips received information and has actual knowledge that a substantial likelihood exists that another lawyer, Alan B. Rose, Esq. has committed a violation of the Rules Regulating the Florida Bar and has failed to take appropriate action. Judge Phillips was made aware prior to an illegally scheduled Trial for Dec. 15, 2015 both by Letter of Attorney Candice Schwager filing a Notice of Abatement and seeking a Continuance to enter the case Pro Hac Vice[5] that Attorney Alan B. Rose should be Disqualified under the Witness Advocate Rule of Florida as Alan B. Rose is a material fact Witness in the chain of custody of various "original" Instruments, Trusts, documents who should have Disqualified before and during Trial.

18. Judge Phillips received similar information by a Motion filed by Petitioner to seek a Continuance and Stay[6] on similar grounds that the attorney sought to enter the case pro hac vice and that Alan Rose was a material fact witness in the chain of custody and possession of critical original

[5] Attorney Pro Hac Vice Filing
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf

[6] December 15, 2015 Motion to Stay and Continue Judge Phillips
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf

documents and instruments relating to the Trial and overall case. Judge Phillips knew and should have known Disqualification of attorney Rose was necessary but disregarded all these matters on Dec. 15, 2015 despite himself who should have already mandatorily disqualified.

19. As shown in the prior Disqualification motion, Judge Phillips knew and should have known from information in hearings and in the case pleadings that another Attorney at Law and new Personal Representative of the Estate of Simon Bernstein made pleadings to the Court that Ted Bernstein, counseled by Alan B. Rose, Esq. is acting as a fiduciary when he is not qualified under the terms of the trust he is operating under and therefore is not a "valid" trustee[7]. The terms of the trust preclude a successor that is related to the issuer of the trust, Simon Bernstein and Ted is also considered predeceased in the dispositive documents for all purposes of the trust and dispositions made thereunder, yet despite knowing this, Alan B. Rose, Esq. continues to file pleadings on behalf of a client he knows is not valid and Judge Phillips refuses to address the issue of Alan Rose's client's validity as Trustee first and foremost. Despite this claim coming from a Florida Bar attorney, Brian O'Connell, Esq., Judge Phillips has chosen to allow Rose and Ted Bernstein to continue to plead fraudulently to the Court without first determining the veracity of O'Connell's claims and Judge Phillips further acted on Dec. 15, 2015 continuing the frauds in the court and knowingly and intentionally disregarding judicial obligations.

20. That Judge Phillips has information that Alan B. Rose, Esq. showing a substantial likelihood that he is acting improperly in violation of the Rules Regulating the Florida Bar with his client Ted Bernstein in an Illinois District Court case, acting in conflict and with adverse interest to parties in these matters and where this information of the improper conduct was identified by Attorney

[7] O'Connell Pleading Affirmative Defense 1 - Page 7
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf

at Law Peter Feaman in a letter to the PR O'Connell[8] and submitted to the Colin Court by Eliot Bernstein. Yet, without first determining these matters first Judge Phillips has ignored this information and moved forward with Alan B. Rose and Ted Bernstein as fiduciaries and counsel without questioning the merits of the claims by licensed Florida Bar members O'Connell or Feaman.

E. Disqualification.

(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:

21. Judge Phillips impartiality is reasonably questioned as set forth herein.

(a) the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding

22. Judge Phillips showed continuing improper bias and prejudice on Dec. 15, 2015 by continuing to act outside and in the clear absence of jurisdiction knowing he was mandatorily disqualified yet continued to act on Dec. 15, 2015 showing further bias and prejudice.

23. Judge Phillips showed continuing improper bias and prejudice on Dec. 15, 2015 by knowingly and intentionally mis-stating the applicable law on Dec. 15, 2015 in court to a pro se party by declaring a Motion filed by Petitioner as untimely which was seeking a Continuance of the Trial so an attorney Candice Schwager could be admitted pro hac vice and represent three minor children and to the extent not conflicted, my interests before the Court and at a properly scheduled trial as well. Judge Phillips actually knew that Florida Rules of Civil Procedure

[8] August 29, 2014 Letter Feaman to O'Connell
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf
and
December 16, 2014 Feaman to O'Connell Letter
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf

RULE 1.460 CONTINUANCES allows said motion to be made at Trial and Petitioner's motion was filed before the Trial. Thus, Judge Phillips intentionally and actually knew he was clearly misstating and misapplying the law showing further bias and prejudice against the Petitioner.

24. Judge Phillips showed further actual bias and prejudice on Dec. 15, 2015 knowing he was already mandatorily Disqualified from conducting the trial and acting in these cases by denying proper time for proper witnesses at the trial, Traci Kratish, Kimberly Moran, Donald Tescher (who was seen outside the Courthouse but did not testify despite being one of the Estate Planners,) and other witnesses to the alleged documents and signatures by not permitting Petitioner to adequately review the alleged Exhibits Evidence being placed into the trial or having a proper time to object and by providing Petitioner a mere five minutes to "write down" a Disqualification at the end of the alleged "trial" and further denying Petitioner an opportunity to inspect a proposed "Order" submitted by Alan Rose and denying proper inspection of original instruments, denying the ability to even see a "flow chart" being used by Alan Rose, denying a continuance and counsel to minor children, and continuing knowing the trial was improperly scheduled in a case Not noticed to be heard on Sept. 15, 2015 and denying Petitioner a fair opportunity to be heard before the trial or during the alleged trial.

25. Phillips then scheduled and held a validity hearing where the star witness was a FELON, Spallina[9] and he was attesting to signatures of another FELON Moran on the dispositive

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[9] See, SEC Complaint and "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"
http://www.sec.gov/news/pressrelease/2015-213.html
and Government Complaint @ http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf
and Consent Orders
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf
and

documents and where both have unclean hands in these matters admitting they committed Fraud, Fraud on the Court and Fraud on the Beneficiaries in the Simon and Shirley Bernstein Estates and Trusts and yet Phillips rules to validate the documents based on Spallina's testimony alone and cuts Eliot off repeatedly, sustaining him when asking questions to probe the crimes of Spallina claiming they are not relevant, despite relevance to his character and testimony[10].

26. At the hearing Spallina admitted he was under a consent order with the SEC for insider trading and had pled guilty to a felony in an unrelated matter. Spallina further admitted that he had committed a Fraud Upon the Court when he closed the Estate of Shirley with a dead Personal Representative her deceased husband Simon, submitting fraudulent documents to close the estate. Spallina further admitted that he had fraudulently created a Shirley Trust document and then mailed it to an attorney at law, Christine Yates, Esq. who was representing Eliot's minor children, as part of a fraud that benefited his client Ted Bernstein at the expense of his other client, the Estate of Simon and the beneficiaries thereunder.

27. While "doodling" through the Validity hearing, Phillips ignored the confessions to felony crimes in the matter by Spallina, who he refers to as "Bob" and his partner Tescher, who he calls "Don" and instead focused on attacking Candice Bernstein, who was served as a party in the Validity hearing service list prepared by Rose for her handing a document to Eliot and asking that Rose turn a display graphic so everyone could see, for this she was sent out of the hearing area and into the gallery where she was threatened with contempt if she made a sound. Candice Bernstein

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Bernstein Emergency Petition before in Florida Probate May 2013 @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf.

[10] Article Regarding Unclean Hands and Fraud on the Court @http://www.schnader.com/files/publication/e3f5e3d7-1f77-450d-80ff-26866b4aa2c4/preview/publicationattachment/514594c4-8f88-475a-b1d9-1517f201b542/ftd-stern.pdf

being the guardian of her minor children aids Eliot with his exhibits and witness questions and without her Eliot was lost at the Trial and could not find exhibits, etc. timely, as the record reflects.

28. That despite learning that an Officer of the Court had committed frauds upon the court and the beneficiaries and having admission at the trial, Judge Phillips has done nothing to notify the proper authorities as required by his Judicial Cannons and law or taken any actions to remedy the crimes. For instance, the Court, having learned of the Fraud on the Court should have then ordered all records submitted by those committing Fraud on the Court to be forensically analyzed by an expert to make sure that the documents and records in the Court are not further fraudulent and instead allowed the trustee Ted to shift the burden of investigating and forensically examining the documents to Eliot. The Court should also have ordered all parties to turn over their records, assets, etc. to the Court and provided all records of those parties and the Court to the aggrieved beneficiaries for inspection and transparency. Judge Phillips thus continued to act on Dec. 15, 2015 in the prejudicial, biased, lack of impartiality style that he had on Sept. 15, 2015 the date the "trial" was illegally scheduled and thus mandatorily must be disqualified at this time.

29. One of the facts from the prior Disqualification motion which Judge Phillips knew and knows was legally sufficient and mandatorily disqualified him from acting is contained in an All Writs Petition filed with the Florida Supreme Court and then transferred to the 4th DCA, is if Judge Martin Colin improperly steered the case POST recusal by Judge Shopping the Case and interfering with the transfer first to Judge Coates (who Sua Sponte recused after admitting conflict that should have been cleared prior to even taking the case as his former law firm is a Counter Defendant in these matters and Judge Coates had an office as a Partner in the Proskauer

Rose law firm in the same Boca Raton, Fl location where fraud by his former law firm occurred against Petitioner) and with the intended ultimate steer to Judge Phillips after reasonably knowing Coates would either be disqualified by parties involved or recuse voluntarily, after gaining access and control to the prior Colin courts documents. Therefore, it will be instrumental for Petitioner to receive the Court files regarding the matters as requested in the All Writs to then question both Coates and Phillips as material witnesses about these disputed evidentiary facts regarding their interactions with Colin prior to transfer.

30. Until Phillips knew what the decision from the Florida Supreme Court would be regarding the voiding of the transfer due to the factual interference by Colin in moving the case as a necessary and material fact witness who should have been Disqualified, Judge Phillips only action as a knowing material and fact witness to the events surrounding the improper transfer was to wait the Florida Supreme Court Ruling.

31. Yet, without regard to the All Writs pending and the answer to the improper transfer resolved, he began to deliberate on the matters, acting as he claimed in hearings to be "stupid." In fact, if it is found that the transfer was improper, despite if he was knowledgeable or not of the impropriety by Colin or involved in such act, he would still have had to disqualify because it would lead to an inescapable APPEARANCE OF IMPROPRIETY that could only be resolved by his becoming a witness and being questioned as such since due to the reasonable appearance and chance that the improper transfer by Colin to the North Branch was with criminal intent, Phillips certainly will be a suspect in criminal complaints filed against Colin and others.

32. Judge Phillips has expressed personal bias for a party to the proceeding in professing his love for Judge Martin Colin who is alleged to have participated in a fraud in and on the court when he stated on the record:

THE COURT: Okay. Great. This is the way
15 I intend to proceed -- **I love Marty Colin.**
16 This guy is a judge that's been around a long
17 time. I know him. He's an entirely different
18 guy than me.

33. Judge Phillips professed "love" for Judge Martin Colin on the Record who is a necessary and material fact witness before the Court creates substantial bias, prejudice and reasonable fear that Petitioner can not get a fair trial before Judge Phillips as further set forth herein and Judge Phillips must now be mandatorily disqualified as Judge Phillips further knew Judge Colin's Orders all should have been voided or at least should have been a material fact witness subject to discovery and deposition before any such "trial" on Dec. 15, 2015 yet Judge Phillips continued to act on Dec. 15, 2015 knowing he should be mandatorily disqualified and thus must now be disqualified.

34. The bias, prejudice, appearance of impropriety and reasonable fear that Petitioner can not receive a fair trial before Judge Phillips is particularly egregious in light of the fact that Judge Phillips never even permitted Petitioner to be heard about this pending Petition for All Writs and Stay and Injunctive relief despite 2 assurances at the prior conference that this would occur and further egregious as the Record shows each time Petitioner did attempt to be heard he was cut-off by Judge Phillips without being fully or fairly heard.

35. Judge Phillips also spoke to his personal knowledge of the attorneys at law involved and how he knew them well and did not know Petitioner Eliot Bernstein and this also seemed prejudicial, since attorneys at law in the cases have already committed fraudulent acts, including fraud on the court.

(d) the judge or the judge's spouse, or a persou within the third degree of relationship to either of them, or the spouse of such a person:

(iv) is to the judge's knowledge likely to be a material witness in the proceeding;

36. Judge Phillips is a material witness in the proceeding as it is already alleged that he was a participant in the improper steering of the case, knowingly or unknowingly his involvement must be questioned to determine if Ex Parte conversations took place with Judge Colin prior to the transfer as further defined herein. Judge Phillips continues to know he is a material fact witness and was on Dec. 15, 2015 and remains as such and thus must be mandatorily disqualified.

Rule 2.330 (c) Motion.
A motion to disqualify shall:
(1) be in writing.

37. This Motion is in writing.

Rule 2.330 (c) Motion
(2) allege specifically the facts and reasons upon which the movant relies as the grounds for disqualification.

38. This Motion specifically alleges specific facts and reasons upon which the movant relies as the grounds for disqualification.

Rule 2.330 (c) Motion
(3) be sworn to by the party by signing the motion under oath or by a separate affidavit.

39. Petitioner is acting Pro Se and has no attorney and therefore Petitioner has sworn to and signed this Motion for Disqualification under oath and before a notary as required by Rule 2.330 (c)

Rule 2.330 (c) Motion
(4) include the dates of all previously granted motions to disqualify filed under this rule in the case and the dates of the orders granting those motions.

40. There has been no previously granted motions to disqualify in this case filed under Rule 2.330

Rule 2.330 (c) Motion
(4) The attorney for the party shall also separately certify that the motion and the client's statements are made in good faith. In addition to filing with the clerk, the movant shall immediately

serve a copy of the motion on the subject judge as set forth in Florida Rule of Florida Rule of Civil Procedure 1.080.

41. Petitioner movant is acting Pro Se and thus has no attorney at law representing him and Pro Se Petitioner has certified that the motion and the statements made herein are made in good faith. That Service is proper to Judge Phillips under Rule 1.080.

Rule 2.330 (d) Grounds.
A motion to disqualify shall show:
(1) that the party fears that he or she will not receive a fair trial or hearing because of specifically described prejudice or bias of the judge.

42. That Petitioner asserts for all the reasons and facts alleged herein and as set out below and further in the entirety of the document incorporated herein that he will not and has not already received a fair trial or hearing and that Judge Phillips because of the following specifically described prejudices and biases under Rule 2.330 (d) should be mandatorily disqualified for the reasons that follow:

Canon 3 - A Judge Shall Perform the Duties of Judicial Office Impartially and Diligently.
B. Adjudicative Responsibilities.
(1) A judge shall hear and decide matters assigned to the judge except those in which disqualification is required.
E. Disqualification.
(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:
(a) the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding
(d) the judge or the judge's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
(iv) is to the judge's knowledge likely to be a material witness in the proceeding;

CANON 3B(1) - ...A judge shall hear and decide matters assigned to the judge except those in which disqualification is required.

43. Judge Phillips knew and actually knows he was acting outside his jurisdiction on Dec. 15, 2015 as he knew a legally sufficient mandatory disqualification motion was filed in writing before Trial and he should have disqualified.

44. Judge Phillips knows he was intentionally misstating and improperly applying the law on Motions for Continuance which are allowed to be made at trial and yet Judge Phillips denied as untimely.

45. Judge Phillips knows this is a "complex" case and should have been treated as a complex case under the Case Management rules but instead illegally scheduled a trial in a case not noticed for Trial and then carried on with an illegal trial on Dec. 15, 2015.

46. Judge Phillips knew on Dec. 15, 2015 that not only was an improper trial scheduled and he should be mandatorily disqualified, but further knew no possible fair trial could have been conducted in a day, without determination of proper discovery in advance and without expert witnesses and without counsel for my minor children all being matters which Judge Phillips actually knows he illegally and improperly denied being heard by Petitioner on Sept. 15, 2015, thus Phillips actually knowing he was denying Petitioner due process in violation of the US Constitution and Florida State Constitution and violatiion of his role and functions as a Judge.

47. In all of these manners, Judge Phillips acted with partiality, prejudice and bias creating a reasonable fear that I would not receive a fair trial and did not and that the trial itself was a sham and fraud.

48. Judge Phillips knew that he, himself is and was a material witness since it is alleged in the All Writ Petition in these matters currently before the Supreme Court of Florida that Judge Coates was never the intended party Judge Colin interfered post recusal to steer the case to, allegedly knowing of Conflict with Coates due to his being a former Proskauer Rose partner and that

Proskauer was a counter defendant in these matters and knowing the case would be moved to a new Judge who was unknown at the time. After Coates first hearing where he Sua Sponte recused himself on record, the case was transferred to Judge Phillips.

49. Where it is alleged based on information and belief that the interference by Colin was to move the case to Phillips, despite whether it is true, it can only be proven after Petitioner has access to the Court record from Colin, Coates and Phillips and Petitioner has the right to question each party under deposition or otherwise to ascertain their involvement, Judge Phillips new becomes a material and fact witness to a major allegation of fraud on the court in the transfer by Colin and to answer if he had any Ex Parte communications with Judge Coates or Judges Colin or any other party prior to taking the cases that Colin is alleged to have improperly steered to the North District.

In the fact that this question can be reasonably asked of Judge Phillips due to the improper post recusal steering of the case by Colin, Judge Phillips should on his own initiative have then disqualified himself as a witness, allowed a completely independent judge to be picked properly and thus from the start Judge Phillips could not hear the matters further without first addressing this most serious issue of the transfer.

50. That even if the Supreme Court of Florida or Appellate Court were to now attempt to permit such transfer, the fact that Phillips acted first, prior to any rulings, remains cause for his disqualification.

CANON 3E(1) - ...A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned.

51. Judge Phillips must mandatorily be disqualified as his impartiality is reasonably questioned on multiple grounds as further set forth herein throughout this document including but not limited to his "pre-judging" and "pre-determination" in the case that he would not do anything to find

Judge Colin "wrong" prior to Petitioner even being heard on Sept. 15, 2015, further based upon Judge Phillips professed "love" for Judge Colin who is a necessary and material fact witness, for his due process violations in Ordering a Trial in Shirley Bernstein's Estate when the Conference was only "Noticed" for Simon Bernstein's Estate and for other grounds as set forth herein and then continuing to act in fraud and further aid and abet the fraudulent criminal scheme herein using the machinery of the Florida Courts in the North Branch of Palm Beach County on Dec. 15, 2015 and by an illegal Order Dec. 16, 2015.

52. Judge Phillips impartiality is challenged as despite now being a material and fact witness in the matter, he did not clarify or rectify this matter first before determining if he could adjudicate, or allow the Florida Supreme Court to determine if the Colin transfer was improper, before taking ANY judicial action in the matters or even minimally afford Petitioner Due Process to be heard before Judge Phillips on the best procedural manner to bring the issues of the All Writs[11] before the Phillips court.

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[11] See Petition for All Writs by Eliot I. Bernstein @ See All Writ Filed with the Florida Supreme Court @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf
and
See Amended All Writ Filed with the Florida Supreme Court @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf
and
See VERIFIED SWORN EMERGENCY PETITION AND AFFIDAVIT FOR IMMEDIATE DISQUALIFICATION OF JUDGE MARTIN COLIN @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150514%20FINAL%20Motion%20for%20Disqualification%20Colin
and
Colin Order Denying Disqualification @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150518ORDERDenyingDisqualificationColin.pdf
and
See Colin Sua Sponte Recusals @
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf

53. Instead, Judge John L. Phillips began acting in the matters and in fact held two hearings, including issuing an Order on Sept. 24, 2015 thereby scheduling a Trial date of December 15, 2015 on a claim for construction filed by Attorney Alan B. Rose, Esq. on behalf of an alleged trustee Ted Bernstein and further enforcing a prior Stay Order of Judge Martin Colin who was petitioned for mandatory Disqualification by Eliot I. Bernstein as a material and fact witness to fraud in the Court, upon the Court and potentially by the Court and further that this Order by Judge John L. Phillips was issued despite the pendency of a Petition for All Writs at the Supreme Court of Florida seeking Mandamus and Prohibition in relation to the conduct of Judge Martin Colin and further seeking injunctive relief and other redressJudge John L. Phillips, both by express words, conduct and by omission has committed acts that mandate Disqualification since the judge's impartiality might reasonably be questioned in this proceeding as defined herein and as set out herein throughout this filing specifically referencing ongoing continuing conduct on Dec. 15, 2015. .

CANON 3E(1)(a) - ...the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding.

54. Judge John L. Phillips is further mandated to be Disqualified again both by express words, conduct and by omissions demonstrating bias and prejudice against Eliot I. Bernstein, a party in this proceeding as defined herein and as set out by the entirety of this document and filing herein.

CANON 3E(1)(d)(iv) - ...the judge or the judge's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person: (iv) is to the judge's knowledge <u>likely to be a material witness in the proceeding</u>;

55. As already stated above Judge Phillips has knowledge that he is a material and fact witness in the proceedings to highly relevant information regarding the cases at this time.

Rule 2.330 Grounds.

(e) Time. A motion to disqualify shall be filed within a reasonable time not to exceed 10 days after discovery of the facts constituting the grounds for the motion and shall be promptly presented to the court for an immediate ruling. Any motion for disqualification made during a hearing or trial must be based on facts discovered during the hearing or trial and may be stated on the record, provided that it is also promptly reduced to writing in compliance with subdivision (c) and promptly filed. A motion made during hearing or trial shall be ruled on immediately.

56. Until such time as the frauds upon the court is corrected, the cases reset with new fiduciaries and counsel and due process restored, any such motion presently is timely herein. This motion is otherwise timely being filed on the first day the Courts were open after the Dec. 25th Holiday also closing the Courts on Dec. 26th, 2015.

Rule 2.330 Grounds.
(f) Determination - Initial Motion.
The judge against whom an initial motion to disqualify under subdivision (d)(1) is directed shall determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. If the motion is legally sufficient, the judge shall immediately enter an order granting disqualification and proceed no further in the action. If any motion is legally insufficient, an order denying the motion shall immediately be entered. No other reason for denial shall be stated, and an order of denial shall not take issue with the motion.

57. Petitioner states that the Motion is legally sufficient under Rule 2.330 as it fully complies with this code and whether Petitioner has filed a legally sufficient pleading would not negate the fact that Judge Phillips has to voluntarily and mandatorily disqualify under Judicial Canons, Attorney Conduct Codes and Law as stated herein.

Rule 2.330 Grounds.
(g) Determination - Successive Motions.
If a judge has been previously disqualified on motion for alleged prejudice or partiality under subdivision (d)(1), a successor judge shall not be disqualified based on a successive motion by the same party unless the successor judge rules that he or she is in fact not fair or impartial in the case. Such a successor judge may rule on the truth of the facts alleged in support of the motiou.

58. Petitioner states there have been no Successive Motions.

Rule 2.330 Grounds.
(h) Prior Rulings.
Prior factual or legal rulings by a disqualified judge may be reconsidered and vacated or amended by a successor judge based upon a motion for reconsideration, which must be filed within 20 days of the order of disqualification, unless good cause is shown for a delay in moving for reconsideration or other grounds for reconsideration exist.

59. Petitioner seeks that upon disqualification of Judge Phillips, that all prior factual or legal rulings be vacated by the successor judge due to the alleged continued civil torts against Petitioner by Judge Colin and his successors.

60. That further, Petitioner seeks a replacement Judge, who is not a member of the same jurisdiction as Judge Colin or Phillips and who is not a member of the Florida Bar to preside over the cases of Judge Colin/Coates/Phillips involving the Estates and Trusts of Simon and Shirley Bernstein and the case involving the Trusts of Petitioner's minor children. This request due to the fact that Petitioner does not feel he can get a fair and impartial hearing in the State of Florida and certainly not by the 15th Judicial, perhaps the conflicts now include any members of the Florida Bar for reasons cited herein and in the All Writ and therefore Petitioner is seeking this Court to move the matters to a Federal Court or find other suitable remedy in such serious case where the Court is alleged part of the frauds and adhering to rules and regulations is of primary concern due to the past three years of alleged fraud.

61. The following cases that Judge Phillips now presides over are all tainted for the same reasons as stated herein and Judge Phillips should immediately voluntarily disqualify himself from these cases as well, voiding any/all orders, etc. and turning over the court records to Petitioner for review and save Petitioner the expense and aggravation of having to file Disqualification

pleadings and subpoenas in each case to force his mandated disqualification and release of critical to the case court records already requested in the All Writs Petition pending:

a. Case# 502012CP004391XXXXSB – Simon Bernstein Estate
b. Case# 502011CP000653XXXXSB – Shirley Bernstein Estate
c. Case# 502014CP002815XXXXSB – Oppenheimer v. Bernstein Minor Children
d. Case# 502014CP003698XXXXSB – Shirley Trust Construction
e. Case# 502015CP001162XXXXSB – Eliot Bernstein v. Trustee Simon Trust Case OLD Case# 502014CA014637XXXXMB

Rule 2.330 Grounds.
(i) Judge's Initiative.
Nothing in this rule limits the judge's authority to enter an order of disqualification on the judge's own initiative.

62. Petitioner states that Judge Phillips should have already entered an order of disqualification on his own initiative according to Judicial Canons, Statutes and Rules when he became aware that disqualification was mandated of him as a potential witness regarding the alleged improper post recusal steering of the cases by Colin but has thus far failed to do so and instead rushed into hearings without first addressing these fundamental issues of fair and impartial due process. If for any reason Judge Phillips finds this Motion legally insufficient, Judge Phillips must disqualify himself on his own initiative as set forth under this rule 2.330 (i) and Judicial Canon, Attorney Conduct Codes, Probate Rules and Statutes and Law for the reasons stated herein, whether pled sufficiently or not by Pro Se Eliot Bernstein.

Rule 2.330 Grounds.
(j) Time for Determination.
The judge shall rule on a motion to disqualify immediately, but no later than 30 days after the service of the motion as set forth in subdivision (c). If not ruled on within 30 days of service, the motion shall be deemed granted and the moving party may seek an order from the court directing the clerk to reassign the case.

63. Petitioner demands due to the EMERGENCY NATURE of this case where claims have been made that Petitioner's children are in life threatening dangers due to the abusive and fraudulent Probate rulings and proceedings for the last three year which have directly and intentionally interfered with inheritances/expectancies causing massive harms to them caused directly by the Fraud on the Court by the Court Appointed Attorneys at Law and Fiduciaries and potentially the Court itself and this requires that this Disqualification be made instantly. Delays cause further ongoing harms and damages of Petitioner's minor children and Petitioner's family which results in additional liabilities to those parties ultimately held accountable for the criminal acts, civil torts and frauds that occurred in Judge Colin and Judge French's courts.

64. That PRIOR to any other actions by Judge Phillips, this Disqualification must first be ruled on.

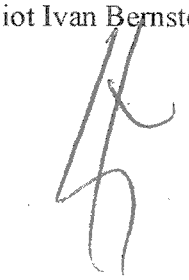
Florida Statutes 38.10
Disqualification of judge for prejudice; application; affidavits; etc.—
Whenever a party to any action or proceeding makes and files an affidavit stating fear that he or she will not receive a fair trial in the court where the suit is pending on account of the prejudice of the judge of that court against the applicant or in favor of the adverse party, the judge shall proceed no further, but another judge shall be designated in the manner prescribed by the laws of this state for the substitution of judges for the trial of causes in which the presiding judge is disqualified. Every such affidavit shall state the facts and the reasons for the belief that any such bias or prejudice exists and shall be accompanied by a certificate of counsel of record that such affidavit and application are made in good faith.

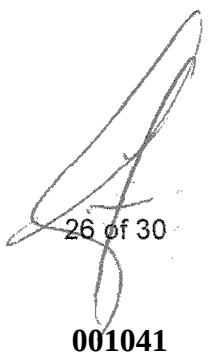
65. Petitioner has supplied a legally sufficient Affidavit herein.

66. Judge John L. Phillips is again mandated to be Disqualified under the Rules by both express words, conduct and by omissions by creating a reasonable fear by the party Eliot I. Bernstein that he will not receive a fair trial as defined herein and as demonstrated and plead throughout the entirety of the document and filing herein.

WHEREFORE, the PRO SE Petitioner requests that Judge Phillips immediately mandatorily disqualify as this is a legally sufficient pleading. In the alternative if it is determined by Judge Phillips that this Pro Se pleading is legally insufficient then he must on his own motion and initiative disqualify himself as required by Judicial Cannons, Attorney Conduct Codes and Law. Further, all Orders of Judge Phillips should be voided including the Mediation scheduled for Dec. 4th, 2015 at 10 am EST and Trial Scheduled for Dec. 15th, 2015. Finally, as Eliot has filed a previous disqualification of Judge Phillips that was denied as "legally insufficient" alone with no explanation and where "legally insufficient" is a legally insufficient phrase as it has not a legal definition, Eliot asks this Court to fully explain what is legally insufficient with the pleading so corrections can be made if necessary and to explain why the previous filing did not meet a "sufficiency" standard.

Under Penalties of perjury, I, Eliot Ivan Bernstein, swear under oath and affirm that I





have read the foregoing and the facts alleged are made in good faith and are true to the best of my knowledge and belief.

Dated this 28th day of December, 2015

Respectfully Submitted,

Eliot Ivan Bernstein

2753 NW 34th ST
Boca Raton, FL 33434
Telephone 561-245-8588
iviewit@iviewit.tv

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein

CERTIFICATE OF SERVICE

Petitioner does hereby certify that the foregoing Petition was served on all parties by e-file with the clerk of the court this 28th day of December, 2015.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein

STATE OF FLORIDA

COUNTY OF PALM BEACH COUNTY

Sworn to or affirmed and subscribed before me this 28th day of December, 2015 by Eliot Bernstein who is known to me or produced the following identification. Driver License - CA

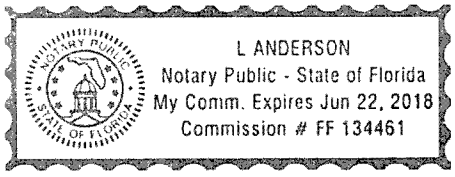
NOTARY PUBLIC

Print name of Notary:

L Anderson

Notary Signature:

x L Anderson



Stamp

My commission expires: 6/22/2018

AFFIDAVIT

Affiant, Eliot Bernstein hereby states under oath that the attached Verified Emergency Petition and Affidavit for Immediate Disqualification of Judge John L. Phillips is true and correct to the best of his knowledge and belief and that he fears that for all the reasons herein he and his minor children will not and have not thus far received a fair and impartial trial with due process and procedure.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein

December 28, 2015

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to or affirmed and subscribed before me this 4th day of December, 2015 by Eliot Ivan Bernstein who is known to me or produced the following identification

Driver License - CA

Notary Public

Print name: L ANDERSON

Notary Signature: LAnderson

L ANDERSON
Notary Public - State of Florida
My Comm. Expires Jun 22, 2018
Commission # FF 134461

Stamp

My commission expires: 6/22/2018

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

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

PROBATE DIVISION

CASE NO.: 502014CP003698XXXXSB

PLAINTIFF,

V.

ALEXANDRA BERNSTEIN; ET AL.

DEFENDANTS.

_____/

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

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

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

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

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

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 12/28/2015 4:48:13 PM ***

1. Judge John Phillips is a circuit judge in the 15th Judicial Circuit Probate Division and therefore this rule applies.

Rule 2.330 (b) Parties. Any party, including the state, may move to disqualify the trial judge assigned to the case on grounds provided by rule, by statute, or by the Code of Judicial Conduct.

2. Petitioner, a party to the case moves for mandatory disqualification on behalf of himself and his three minor children and to otherwise disqualify Judge Phillips provided by rules, statute and by the Code of Judicial Conduct.
3. Judge Phillips is alleged to have violated Statutes and Court and Judicial Rules related to, including but not limited to;

a. Fraud on the Court and by the Court – This Disqualification shall Reset the case, render void all relevant Orders and Decisions which shall be vacated, all OFFICERS and FIDUCIARIES presently appointed by such Judge shall be replaced and other relief as is just and proper;

b. Continued Fraud in the Court;

c. Continued Fraud by the Court;

d. Continued Obstruction of Justice through Denial of Due Process;

e. Aiding and Abetting Court Appointed Fiduciaries and Court Appointed Attorneys at Law in covering up Fraud on the Court and Fraud by the Court and continuing Fraud on the Court and Fraud on the Beneficiaries;

f. Violations of Probate Statutes and Rules ;

g. Violations of Judicial Cannons - Judge Phillips has violated the following Judicial Canons, including but not limited to:

Canon 1 - A Judge Shall Uphold the Integrity And Independence of the Judiciary

4. Judge Phillips has failed to Uphold the Integrity and Independence of the Judiciary as further set forth herein.

Canon 2 - A Judge Shall Avoid Impropriety and the Appearance of Impropriety in all of the Judge's Activities

5. Judge Phillips express and direct conduct, statement and activities in the case have created the Appearance of Impropriety in violation of this Canon as set further set forth herein.

Canon 3 - A Judge Shall Perform the Duties of Judicial Office Impartially and Diligently.
B. Adjudicative Responsibilities.
(1) A judge shall hear and decide matters assigned to the judge except those in which disqualification is required.

6. Judge Phillips was required to mandatorily disqualify upon the filing of the Disqualification Motion[1] filed by Petitioner on December 04, 2015 for all the ground set forth therein and should have already Disqualified on his own motion sua sponte prior to Petitioner filing said written motion as it has already been alleged by Petitioner and suggested by Creditor attorney Peter Feaman that the transfer of the cases to Phillips Court was improperly interfered with post recusal by the former Judge Martin Colin as further set forth herein and set forth in the All Writs Petition[2] filed with the Florida Supreme Court in these cases and then Transferred to the 4th DCA[3]

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[1] December 04, 2015 Disqualification Judge Phillips @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf
and
Corrections @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf

[2] See All Writ Filed with the Florida Supreme Court @

7. Any competent Judge acting impartially knew or should have known prior Judge Martin Colin was a material fact witness to the multiple frauds occurring in his Court specifically involving Fiduciaries Robert Spallina, Donald Tescher, the Tescher Spallina law firm, and at minimum Ted Bernstein also purporting to act in an alleged fiduciary capacity specifically involving the very case, the Shirley Estate and Trust, which Judge Phillips illegally set for Trial on Sept. 15, 2015 acting in a case Not Noticed for Case Management by the current PR of the Simon Bernstein Estate Brian O'Connell and Joy Foglietta of the Ciklin Lubitz & O'Connell law firm.
8. Thus, Judge Phillips should now be Disqualified further for failing to mandatorily Disqualify previously and knowing he is acting outside his jurisdiction and acting in the clear absence of jurisdiction.
9. Had Judge Phillips not been immediately disqualified due to his being a witness to relevant matters in the improper Transfer and steering of the case to the North Branch where it ended up with Judge Coates who not only was a Proskauer Rose partner (Proskauer also a Counter Defendant in these matters) but turned out he worked in the exact office across the hall from Petitioner where some of the initial frauds and thefts occurred of IP that should be a part of the Estates and Trust values for Shirley and Simon Bernstein, the only proper initial action for Judge Phillips would have been to freeze and enjoin all Court files from the Colin and French and Main Branch courts, freeze and enjoin all Estate and Trust accounts, freeze and enjoin all evidence and

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http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf
and
See Amended All Writ Filed with the Florida Supreme Court @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf

[3] Transfer Order Florida Supreme Court to Fourth District Court of Appeals @
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20151013%20Supreme%20Court%20Florida%20Transfer%20Probate%20Trust%20Cases%20to%20Fourth%20District%20Court.pdf

records, documents, computer files and all alleged "Originals" and other instruments which instead are still in the hands of the prior fiduciaries Spallina and Tescher who committed some of the original frauds in Judge Colin's court, then Phillips should have further moved to invalidate the entire proceedings held under Colin and remove all Fiduciaries, Officers of the Court and attorneys involved for having committed FRAUD UPON THE COURT by OFFICERS OF THE COURT who submitted fraudulent documents to the court and used a deceased party to close the Estate of his deceased wife in a bizarre fraud lasting several months after Simon Bernstein died, where he was used post mortem to posit documents with the court to close an estate.

10. A simple, basic, non-octopus wrangling competent reading and review of the Case files assigned to Judge Phillips by the improper Transfer should have revealed to any marginally competent independent and neutral jurist acting consistent with US Constitutional due process that Ted Bernstein had to know of the frauds committed by the fiduciaries Tescher Spallina in Shirley's Estate, the counsel he retained to represent him in his fiducial capacities before Judge Colin since Ted Bernstein had NOT signed any Waiver in Shirley's Estate prior to April 9, 2012 and thus Ted Bernstein knew and had to know as early as 2012 or at minimum May of 2013 by Petitioners May 6, 2013 Emergency Filing that ANY document posited by the TESCHER SPALLINA law firm to the contrary to close Shirley's Estate such as the April 9, 2012 Sworn Petition to Discharge allegedly signed by Simon Bernstein before Robert Spallina was fraud upon the Court, fraud against the Estate of Shirley Bernstein, and fraud involving the use of his father Simon Bernstein prior to his passing and after his passing.

11. A competent impartial judge who is neutral and independent and acting consistent with US Constitutional Due process knew and had to know that in addition to actual Frauds Upon the Court and likely involving the Court, these matters also raised the important issue of whether

Simon Bernstein himself was being unduly influenced and improperly pressured since there would be no reason for Simon Bernstein to sign an April 9, 2012 Petition to Discharge knowing this was fraudulent since a phone call to discuss matters with the Beneficiaries did not even occur until May of 2012 and some of the beneficiaries did not even sign the Waiver until after Simon passed in Sept. of 2012 and that Ted Bernstein, instead of securing ALL files and evidence away from TESCHER and SPALLINA immediately as a proper fiduciary and seeking forensic investigation of key and critical documents and instruments instead continued along and became part of the fraud acting together with TESCHER and SPALLINA and where TED and his counsel Alan Rose, a material fact witness, continued to work with and interact with former fiduciaries SPALLINA and TESCHER even into and during the illegal trial of Dec. 15, 2015. Having failed to properly act in all these matters, Judge Phillips has demonstrated bias, prejudice, lack of impartiality, complete abdication of judicial responsibilities and obligations, intentionally and knowingly denied due process, aided and abetted the crimes using the machinery of the courts and furthering the fraud using the machinery of the courts and thus must mandatorily be disqualified at this time.

12. A minimally amd marginally competent impartial judge who is neutral and independent and acting consistent with US Constitutional Due process knew and had to know from even the most minimally marginally competent review of the Transcript of Hearings before Judge Colin on Sept. 13, 2013, that instead, not only did TED BERNSTEIN purporting to Act as Fiduciary "stay silent" on the issues of FRAUD in the Court despite having to possess actual knowledge of these frauds, but further that Judge Martin Colin immersed himself deeper as material and fact witness on such date by including but not limited to: a) failing to get any clear answers out of Spallina specifically including how and who filed the fraudulent instruments in the court; b) failing to get

admissions from Ted Bernstein on his actual knowledge that these matters had to be fraudulent; c) failing to ask Ted Bernstein and Spallina that if Ted was legally supposed to be the Trustee and PR of Shirley's Trust and Estate after Simon passed, why Spallina and Tescher simply didn't have Ted Bernstein act to file proper documents to close the Estate but instead carried on an elaborate fraud scheme; d) how Ted Bernstein could have been permitted to act to illegally sell off multi-million dollar properties such as Shirley's Condo when involved in the nucleus of fraud with TESCHER and SPALLINA; and more. Judge John Phillips having knowingly and intentionally failed in all these matters must be further mandatorily disqualified and is acting outside his jurisdiction and in the clear absence of jurisdiction by instead aiding and abetting ongoing frauds in the machinery of the Palm Beach courts by the fraudulent and illegal orchestration of an alleged Trial in his own Court on Dec. 15, 2015.

13. Judge John L. Phillips is clearly acting knowingly and intentionally outside his jurisdiction knowingly violating due process and further aiding and abetting fraud upon the Courts by the Courts by acting in concert with Alan Rose on Dec. 15, 2015 knowing Alan Rose should have been disqualified as a material fact witness for his magical sudden possession and finding of various "Original' documents and instruments herein being intertwined in the chain of custody but instead permitting Alan Rose to fraudulently hand Judge Phillips a proposed Order on Dec. 15, 2015 without permitting Petitioner to review which contained a proposed Judicial Finding by Judge Phillips that Ted Bernstein is not involved in the frauds when both Alan Rose and Judge Phillips have actual and direct knowledge that the Dec. 15, 2015 Trial which was illegally scheduled anyway was further Not Noticed to hear such matters of Ted Bernstein thus further constituting knowing, intentional and purposeful Due process violations mandating Judge

Phillips immediate Disqualification as further evidenced by the attached Order allegedly signed by Phillips on Dec. 16, 2015[4],

14. That Ted Bernstein, acting as alleged fiduciary in Shirley's Estate and Trusts and his elaborate team of lawyers were all involved in the Frauds committed and the attorneys who committed the crimes were retained by Ted as his counsel and were his business associates and who committed the frauds to benefit Ted's family directly to the detriment of other beneficiaries. Yet, Phillips allowed Ted and his replacement counsel Alan Rose, as Tescher and Spallina resigned after admitting to fraud, to continue and attempt to cover up and continue the crimes in the court as did Colin.

> **(2) 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.**

15. Judge Phillips has not maintained professional competence in hearing the Estate and Trust matters of Simon and Shirley Bernstein as further set forth herein and as shown by the facts alleged in the entirety of this document.

> **D. Disciplinary Responsibilities.**
> **(1) A judge who receives information or has actual knowledge that substantial likelihood exists that another judge has committed a violation of this Code shall take appropriate action.**

16. Judge Phillips received information and has actual knowledge that a substantial likelihood exists that another judge, Martin Colin, has committed a violation of the Judicial Cannons and has failed to take appropriate action in regards to the fraud in and on his court that has already been proven, committed by Fiduciaries and Attorneys at Law involved in these matters, which has

[4] December 16, 2015 Phillips Order
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151222%20Received%20US%20Mail%20Entered%20by%20Phillips%20Dec%2016%202015%20Order%20Final%20Judgment%20on%20Count%20II%20of%20the%20Amended%20Complaint.pdf

material impact on these matters before Judge Phillips now. Further, Judge Phillips ability to hear the case forward is now precluded for all these reasons and due to improper transfer of the case post recusal by Judge Colin through interference in the transfer process as petitioned in the All Writs Petition pending before the Florida Supreme Court. Judge Phillips had such knowledge as of Dec. 15th, 2015 but instead of properly acting to Disqualify himself and have an illegally scheduled Trial "continued" / "stayed", acted in disregard of his judicial obligations mandating disqualification at this time.

> **(2) A judge who receives information or has actual knowledge that substantial likelihood exists that a lawyer has committed a violation of the Rules Regulating The Florida Bar shall take appropriate action.**

17. Judge Phillips received information and has actual knowledge that a substantial likelihood exists that another lawyer, Alan B. Rose, Esq. has committed a violation of the Rules Regulating the Florida Bar and has failed to take appropriate action. Judge Phillips was made aware prior to an illegally scheduled Trial for Dec. 15, 2015 both by Letter of Attorney Candice Schwager filing a Notice of Abatement and seeking a Continuance to enter the case Pro Hac Vice[5] that Attorney Alan B. Rose should be Disqualified under the Witness Advocate Rule of Florida as Alan B. Rose is a material fact Witness in the chain of custody of various "original" Instruments, Trusts, documents who should have Disqualified before and during Trial.

18. Judge Phillips received similar information by a Motion filed by Petitioner to seek a Continuance and Stay[6] on similar grounds that the attorney sought to enter the case pro hac vice and that Alan Rose was a material fact witness in the chain of custody and possession of critical original

[5] Attorney Pro Hac Vice Filing
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf

[6] December 15, 2015 Motion to Stay and Continue Judge Phillips
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf

documents and instruments relating to the Trial and overall case. Judge Phillips knew and should have known Disqualification of attorney Rose was necessary but disregarded all these matters on Dec. 15, 2015 despite himself who should have already mandatorily disqualified.

19. As shown in the prior Disqualification motion, Judge Phillips knew and should have known from information in hearings and in the case pleadings that another Attorney at Law and new Personal Representative of the Estate of Simon Bernstein made pleadings to the Court that Ted Bernstein, counseled by Alan B. Rose, Esq. is acting as a fiduciary when he is not qualified under the terms of the trust he is operating under and therefore is not a "valid" trustee[7]. The terms of the trust preclude a successor that is related to the issuer of the trust, Simon Bernstein and Ted is also considered predeceased in the dispositive documents for all purposes of the trust and dispositions made thereunder, yet despite knowing this, Alan B. Rose, Esq. continues to file pleadings on behalf of a client he knows is not valid and Judge Phillips refuses to address the issue of Alan Rose's client's validity as Trustee first and foremost. Despite this claim coming from a Florida Bar attorney, Brian O'Connell, Esq., Judge Phillips has chosen to allow Rose and Ted Bernstein to continue to plead fraudulently to the Court without first determining the veracity of O'Connell's claims and Judge Phillips further acted on Dec. 15, 2015 continuing the frauds in the court and knowingly and intentionally disregarding judicial obligations.

20. That Judge Phillips has information that Alan B. Rose, Esq. showing a substantial likelihood that he is acting improperly in violation of the Rules Regulating the Florida Bar with his client Ted Bernstein in an Illinois District Court case, acting in conflict and with adverse interest to parties in these matters and where this information of the improper conduct was identified by Attorney

[7] O'Connell Pleading Affirmative Defense 1 - Page 7
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf

at Law Peter Feaman in a letter to the PR O'Connell[8] and submitted to the Colin Court by Eliot Bernstein. Yet, without first determining these matters first Judge Phillips has ignored this information and moved forward with Alan B. Rose and Ted Bernstein as fiduciaries and counsel without questioning the merits of the claims by licensed Florida Bar members O'Connell or Feaman.

E. Disqualification.

(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:

21. Judge Phillips impartiality is reasonably questioned as set forth herein.

(a) the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding

22. Judge Phillips showed continuing improper bias and prejudice on Dec. 15, 2015 by continuing to act outside and in the clear absence of jurisdiction knowing he was mandatorily disqualified yet continued to act on Dec. 15, 2015 showing further bias and prejudice.

23. Judge Phillips showed continuing improper bias and prejudice on Dec. 15, 2015 by knowingly and intentionally mis-stating the applicable law on Dec. 15, 2015 in court to a pro se party by declaring a Motion filed by Petitioner as untimely which was seeking a Continuance of the Trial so an attorney Candice Schwager could be admitted pro hac vice and represent three minor children and to the extent not conflicted, my interests before the Court and at a properly scheduled trial as well. Judge Phillips actually knew that Florida Rules of Civil Procedure

[8] August 29, 2014 Letter Feaman to O'Connell
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf
and
December 16, 2014 Feaman to O'Connell Letter
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf

RULE 1.460 CONTINUANCES allows said motion to be made at Trial and Petitioner's motion was filed before the Trial. Thus, Judge Phillips intentionally and actually knew he was clearly misstating and misapplying the law showing further bias and prejudice against the Petitioner.

24. Judge Phillips showed further actual bias and prejudice on Dec. 15, 2015 knowing he was already mandatorily Disqualified from conducting the trial and acting in these cases by denying proper time for proper witnesses at the trial, Traci Kratish, Kimberly Moran, Donald Tescher (who was seen outside the Courthouse but did not testify despite being one of the Estate Planners,) and other witnesses to the alleged documents and signatures by not permitting Petitioner to adequately review the alleged Exhibits Evidence being placed into the trial or having a proper time to object and by providing Petitioner a mere five minutes to "write down" a Disqualification at the end of the alleged "trial" and further denying Petitioner an opportunity to inspect a proposed "Order" submitted by Alan Rose and denying proper inspection of original instruments, denying the ability to even see a "flow chart" being used by Alan Rose, denying a continuance and counsel to minor children, and continuing knowing the trial was improperly scheduled in a case Not noticed to be heard on Sept. 15, 2015 and denying Petitioner a fair opportunity to be heard before the trial or during the alleged trial.

25. Phillips then scheduled and held a validity hearing where the star witness was a FELON, Spallina[9] and he was attesting to signatures of another FELON Moran on the dispositive

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[9] See, SEC Complaint and "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"
http://www.sec.gov/news/pressrelease/2015-213.html
and Government Complaint @ http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf
and Consent Orders
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf
and

documents and where both have unclean hands in these matters admitting they committed Fraud, Fraud on the Court and Fraud on the Beneficiaries in the Simon and Shirley Bernstein Estates and Trusts and yet Phillips rules to validate the documents based on Spallina's testimony alone and cuts Eliot off repeatedly, sustaining him when asking questions to probe the crimes of Spallina claiming they are not relevant, despite relevance to his character and testimony[10].

26. At the hearing Spallina admitted he was under a consent order with the SEC for insider trading and had pled guilty to a felony in an unrelated matter. Spallina further admitted that he had committed a Fraud Upon the Court when he closed the Estate of Shirley with a dead Personal Representative her deceased husband Simon, submitting fraudulent documents to close the estate. Spallina further admitted that he had fraudulently created a Shirley Trust document and then mailed it to an attorney at law, Christine Yates, Esq. who was representing Eliot's minor children, as part of a fraud that benefited his client Ted Bernstein at the expense of his other client, the Estate of Simon and the beneficiaries thereunder.

27. While "doodling" through the Validity hearing, Phillips ignored the confessions to felony crimes in the matter by Spallina, who he refers to as "Bob" and his partner Tescher, who he calls "Don" and instead focused on attacking Candice Bernstein, who was served as a party in the Validity hearing service list prepared by Rose for her handing a document to Eliot and asking that Rose turn a display graphic so everyone could see, for this she was sent out of the hearing area and into the gallery where she was threatened with contempt if she made a sound. Candice Bernstein

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Bernstein Emergency Petition before in Florida Probate May 2013 @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf.

[10] Article Regarding Unclean Hands and Fraud on the Court @http://www.schnader.com/files/publication/e3f5e3d7-1f77-450d-80ff-26866b4aa2c4/preview/publicationattachment/514594c4-8f88-475a-b1d9-1517f201b542/ftd-stern.pdf

being the guardian of her minor children aids Eliot with his exhibits and witness questions and without her Eliot was lost at the Trial and could not find exhibits, etc. timely, as the record reflects.

28. That despite learning that an Officer of the Court had committed frauds upon the court and the beneficiaries and having admission at the trial, Judge Phillips has done nothing to notify the proper authorities as required by his Judicial Cannons and law or taken any actions to remedy the crimes. For instance, the Court, having learned of the Fraud on the Court should have then ordered all records submitted by those committing Fraud on the Court to be forensically analyzed by an expert to make sure that the documents and records in the Court are not further fraudulent and instead allowed the trustee Ted to shift the burden of investigating and forensically examining the documents to Eliot. The Court should also have ordered all parties to turn over their records, assets, etc. to the Court and provided all records of those parties and the Court to the aggrieved beneficiaries for inspection and transparency. Judge Phillips thus continued to act on Dec. 15, 2015 in the prejudicial, biased, lack of impartiality style that he had on Sept. 15, 2015 the date the "trial" was illegally scheduled and thus mandatorily must be disqualified at this time.

29. One of the facts from the prior Disqualification motion which Judge Phillips knew and knows was legally sufficient and mandatorily disqualified him from acting is contained in an All Writs Petition filed with the Florida Supreme Court and then transferred to the 4th DCA, is if Judge Martin Colin improperly steered the case POST recusal by Judge Shopping the Case and interfering with the transfer first to Judge Coates (who Sua Sponte recused after admitting conflict that should have been cleared prior to even taking the case as his former law firm is a Counter Defendant in these matters and Judge Coates had an office as a Partner in the Proskauer

Rose law firm in the same Boca Raton, Fl location where fraud by his former law firm occurred against Petitioner) and with the intended ultimate steer to Judge Phillips after reasonably knowing Coates would either be disqualified by parties involved or recuse voluntarily, after gaining access and control to the prior Colin courts documents. Therefore, it will be instrumental for Petitioner to receive the Court files regarding the matters as requested in the All Writs to then question both Coates and Phillips as material witnesses about these disputed evidentiary facts regarding their interactions with Colin prior to transfer.

30. Until Phillips knew what the decision from the Florida Supreme Court would be regarding the voiding of the transfer due to the factual interference by Colin in moving the case as a necessary and material fact witness who should have been Disqualified, Judge Phillips only action as a knowing material and fact witness to the events surrounding the improper transfer was to wait the Florida Supreme Court Ruling.

31. Yet, without regard to the All Writs pending and the answer to the improper transfer resolved, he began to deliberate on the matters, acting as he claimed in hearings to be "stupid." In fact, if it is found that the transfer was improper, despite if he was knowledgeable or not of the impropriety by Colin or involved in such act, he would still have had to disqualify because it would lead to an inescapable APPEARANCE OF IMPROPRIETY that could only be resolved by his becoming a witness and being questioned as such since due to the reasonable appearance and chance that the improper transfer by Colin to the North Branch was with criminal intent, Phillips certainly will be a suspect in criminal complaints filed against Colin and others.

32. Judge Phillips has expressed personal bias for a party to the proceeding in professing his love for Judge Martin Colin who is alleged to have participated in a fraud in and on the court when he stated on the record:

THE COURT: Okay. Great. This is the way
15 I intend to proceed -- **I love Marty Colin.**
16 This guy is a judge that's been around a long
17 time. I know him. He's an entirely different
18 guy than me.

33. Judge Phillips professed "love" for Judge Martin Colin on the Record who is a necessary and material fact witness before the Court creates substantial bias, prejudice and reasonable fear that Petitioner can not get a fair trial before Judge Phillips as further set forth herein and Judge Phillips must now be mandatorily disqualified as Judge Phillips further knew Judge Colin's Orders all should have been voided or at least should have been a material fact witness subject to discovery and deposition before any such "trial" on Dec. 15, 2015 yet Judge Phillips continued to act on Dec. 15, 2015 knowing he should be mandatorily disqualified and thus must now be disqualified.

34. The bias, prejudice, appearance of impropriety and reasonable fear that Petitioner can not receive a fair trial before Judge Phillips is particularly egregious in light of the fact that Judge Phillips never even permitted Petitioner to be heard about this pending Petition for All Writs and Stay and Injunctive relief despite 2 assurances at the prior conference that this would occur and further egregious as the Record shows each time Petitioner did attempt to be heard he was cut-off by Judge Phillips without being fully or fairly heard.

35. Judge Phillips also spoke to his personal knowledge of the attorneys at law involved and how he knew them well and did not know Petitioner Eliot Bernstein and this also seemed prejudicial, since attorneys at law in the cases have already committed fraudulent acts, including fraud on the court.

(d) the judge or the judge's spouse, or a persou within the third degree of relationship to either of them, or the spouse of such a person:

(iv) is to the judge's knowledge likely to be a material witness in the proceeding;

36. Judge Phillips is a material witness in the proceeding as it is already alleged that he was a participant in the improper steering of the case, knowingly or unknowingly his involvement must be questioned to determine if Ex Parte conversations took place with Judge Colin prior to the transfer as further defined herein. Judge Phillips continues to know he is a material fact witness and was on Dec. 15, 2015 and remains as such and thus must be mandatorily disqualified.

Rule 2.330 (c) Motion.
A motion to disqualify shall:
(1) be in writing.

37. This Motion is in writing.

Rule 2.330 (c) Motion
(2) allege specifically the facts and reasons upon which the movant relies as the grounds for disqualification.

38. This Motion specifically alleges specific facts and reasons upon which the movant relies as the grounds for disqualification.

Rule 2.330 (c) Motion
(3) be sworn to by the party by signing the motion under oath or by a separate affidavit.

39. Petitioner is acting Pro Se and has no attorney and therefore Petitioner has sworn to and signed this Motion for Disqualification under oath and before a notary as required by Rule 2.330 (c)

Rule 2.330 (c) Motion
(4) include the dates of all previously granted motions to disqualify filed under this rule in the case and the dates of the orders granting those motions.

40. There has been no previously granted motions to disqualify in this case filed under Rule 2.330

Rule 2.330 (c) Motion
(4) The attorney for the party shall also separately certify that the motion and the client's statements are made in good faith. In addition to filing with the clerk, the movant shall immediately

serve a copy of the motion on the subject judge as set forth in Florida Rule of Florida Rule of Civil Procedure 1.080.

41. Petitioner movant is acting Pro Se and thus has no attorney at law representing him and Pro Se Petitioner has certified that the motion and the statements made herein are made in good faith. That Service is proper to Judge Phillips under Rule 1.080.

Rule 2.330 (d) Grounds.
A motion to disqualify shall show:
(1) that the party fears that he or she will not receive a fair trial or hearing because of specifically described prejudice or bias of the judge.

42. That Petitioner asserts for all the reasons and facts alleged herein and as set out below and further in the entirety of the document incorporated herein that he will not and has not already received a fair trial or hearing and that Judge Phillips because of the following specifically described prejudices and biases under Rule 2.330 (d) should be mandatorily disqualified for the reasons that follow:

Canon 3 - A Judge Shall Perform the Duties of Judicial Office Impartially and Diligently.
B. Adjudicative Responsibilities.
(1) A judge shall hear and decide matters assigned to the judge except those in which disqualification is required.
E. Disqualification.
(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:
(a) the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding
(d) the judge or the judge's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
(iv) is to the judge's knowledge likely to be a material witness in the proceeding;

CANON 3B(1) - ...A judge shall hear and decide matters assigned to the judge except those in which disqualification is required.

43. Judge Phillips knew and actually knows he was acting outside his jurisdiction on Dec. 15, 2015 as he knew a legally sufficient mandatory disqualification motion was filed in writing before Trial and he should have disqualified.

44. Judge Phillips knows he was intentionally misstating and improperly applying the law on Motions for Continuance which are allowed to be made at trial and yet Judge Phillips denied as untimely.

45. Judge Phillips knows this is a "complex" case and should have been treated as a complex case under the Case Management rules but instead illegally scheduled a trial in a case not noticed for Trial and then carried on with an illegal trial on Dec. 15, 2015.

46. Judge Phillips knew on Dec. 15, 2015 that not only was an improper trial scheduled and he should be mandatorily disqualified, but further knew no possible fair trial could have been conducted in a day, without determination of proper discovery in advance and without expert witnesses and without counsel for my minor children all being matters which Judge Phillips actually knows he illegally and improperly denied being heard by Petitioner on Sept. 15, 2015, thus Phillips actually knowing he was denying Petitioner due process in violation of the US Constitution and Florida State Constitution and violatiion of his role and functions as a Judge.

47. In all of these manners, Judge Phillips acted with partiality, prejudice and bias creating a reasonable fear that I would not receive a fair trial and did not and that the trial itself was a sham and fraud.

48. Judge Phillips knew that he, himself is and was a material witness since it is alleged in the All Writ Petition in these matters currently before the Supreme Court of Florida that Judge Coates was never the intended party Judge Colin interfered post recusal to steer the case to, allegedly knowing of Conflict with Coates due to his being a former Proskauer Rose partner and that

Proskauer was a counter defendant in these matters and knowing the case would be moved to a new Judge who was unknown at the time. After Coates first hearing where he Sua Sponte recused himself on record, the case was transferred to Judge Phillips.

49. Where it is alleged based on information and belief that the interference by Colin was to move the case to Phillips, despite whether it is true, it can only be proven after Petitioner has access to the Court record from Colin, Coates and Phillips and Petitioner has the right to question each party under deposition or otherwise to ascertain their involvement, Judge Phillips new becomes a material and fact witness to a major allegation of fraud on the court in the transfer by Colin and to answer if he had any Ex Parte communications with Judge Coates or Judges Colin or any other party prior to taking the cases that Colin is alleged to have improperly steered to the North District.

In the fact that this question can be reasonably asked of Judge Phillips due to the improper post recusal steering of the case by Colin, Judge Phillips should on his own initiative have then disqualified himself as a witness, allowed a completely independent judge to be picked properly and thus from the start Judge Phillips could not hear the matters further without first addressing this most serious issue of the transfer.

50. That even if the Supreme Court of Florida or Appellate Court were to now attempt to permit such transfer, the fact that Phillips acted first, prior to any rulings, remains cause for his disqualification.

CANON 3E(1) - ...A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned.

51. Judge Phillips must mandatorily be disqualified as his impartiality is reasonably questioned on multiple grounds as further set forth herein throughout this document including but not limited to his "pre-judging" and "pre-determination" in the case that he would not do anything to find

Judge Colin "wrong" prior to Petitioner even being heard on Sept. 15, 2015, further based upon Judge Phillips professed "love" for Judge Colin who is a necessary and material fact witness, for his due process violations in Ordering a Trial in Shirley Bernstein's Estate when the Conference was only "Noticed" for Simon Bernstein's Estate and for other grounds as set forth herein and then continuing to act in fraud and further aid and abet the fraudulent criminal scheme herein using the machinery of the Florida Courts in the North Branch of Palm Beach County on Dec. 15, 2015 and by an illegal Order Dec. 16, 2015.

52. Judge Phillips impartiality is challenged as despite now being a material and fact witness in the matter, he did not clarify or rectify this matter first before determining if he could adjudicate, or allow the Florida Supreme Court to determine if the Colin transfer was improper, before taking ANY judicial action in the matters or even minimally afford Petitioner Due Process to be heard before Judge Phillips on the best procedural manner to bring the issues of the All Writs[11] before the Phillips court.

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[11] See Petition for All Writs by Eliot I. Bernstein @ See All Writ Filed with the Florida Supreme Court @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150609%20FINAL%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20DisqualificationECF%20STAMPED%20COPY.pdf
and
See Amended All Writ Filed with the Florida Supreme Court @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20Stay%20re%20Martin%20Colin%20Disqualification%20ECF%20STAMPED%20COPY.pdf
and
See VERIFIED SWORN EMERGENCY PETITION AND AFFIDAVIT FOR IMMEDIATE DISQUALIFICATION OF JUDGE MARTIN COLIN @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150514%20FINAL%20Motion%20for%20Disqualification%20Colin
and
Colin Order Denying Disqualification @
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150518ORDERDenyingDisqualificationColin.pdf
and
See Colin Sua Sponte Recusals @
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150519%20Colin%20Recusals%20Clerk%20Reassigns.pdf

53. Instead, Judge John L. Phillips began acting in the matters and in fact held two hearings, including issuing an Order on Sept. 24, 2015 thereby scheduling a Trial date of December 15, 2015 on a claim for construction filed by Attorney Alan B. Rose, Esq. on behalf of an alleged trustee Ted Bernstein and further enforcing a prior Stay Order of Judge Martin Colin who was petitioned for mandatory Disqualification by Eliot I. Bernstein as a material and fact witness to fraud in the Court, upon the Court and potentially by the Court and further that this Order by Judge John L. Phillips was issued despite the pendency of a Petition for All Writs at the Supreme Court of Florida seeking Mandamus and Prohibition in relation to the conduct of Judge Martin Colin and further seeking injunctive relief and other redressJudge John L. Phillips, both by express words, conduct and by omission has committed acts that mandate Disqualification since the judge's impartiality might reasonably be questioned in this proceeding as defined herein and as set out herein throughout this filing specifically referencing ongoing continuing conduct on Dec. 15, 2015. .

CANON 3E(1)(a) - ...the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding.

54. Judge John L. Phillips is further mandated to be Disqualified again both by express words, conduct and by omissions demonstrating bias and prejudice against Eliot I. Bernstein, a party in this proceeding as defined herein and as set out by the entirety of this document and filing herein.

CANON 3E(1)(d)(iv) - ...the judge or the judge's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person: (iv) is to the judge's knowledge <u>likely to be a material witness in the proceeding</u>;

55. As already stated above Judge Phillips has knowledge that he is a material and fact witness in the proceedings to highly relevant information regarding the cases at this time.

Rule 2.330 Grounds.

(e) Time. A motion to disqualify shall be filed within a reasonable time not to exceed 10 days after discovery of the facts constituting the grounds for the motion and shall be promptly presented to the court for an immediate ruling. Any motion for disqualification made during a hearing or trial must be based on facts discovered during the hearing or trial and may be stated on the record, provided that it is also promptly reduced to writing in compliance with subdivision (c) and promptly filed. A motion made during hearing or trial shall be ruled on immediately.

56. Until such time as the frauds upon the court is corrected, the cases reset with new fiduciaries and counsel and due process restored, any such motion presently is timely herein. This motion is otherwise timely being filed on the first day the Courts were open after the Dec. 25th Holiday also closing the Courts on Dec. 26th, 2015.

Rule 2.330 Grounds.
(f) Determination - Initial Motion.
The judge against whom an initial motion to disqualify under subdivision (d)(1) is directed shall determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. If the motion is legally sufficient, the judge shall immediately enter an order granting disqualification and proceed no further in the action. If any motion is legally insufficient, an order denying the motion shall immediately be entered. No other reason for denial shall be stated, and an order of denial shall not take issue with the motion.

57. Petitioner states that the Motion is legally sufficient under Rule 2.330 as it fully complies with this code and whether Petitioner has filed a legally sufficient pleading would not negate the fact that Judge Phillips has to voluntarily and mandatorily disqualify under Judicial Canons, Attorney Conduct Codes and Law as stated herein.

Rule 2.330 Grounds.
(g) Determination - Successive Motions.
If a judge has been previously disqualified on motion for alleged prejudice or partiality under subdivision (d)(1), a successor judge shall not be disqualified based on a successive motion by the same party unless the successor judge rules that he or she is in fact not fair or impartial in the case. Such a successor judge may rule on the truth of the facts alleged in support of the motiou.

58. Petitioner states there have been no Successive Motions.

Rule 2.330 Grounds.
(h) Prior Rulings.
Prior factual or legal rulings by a disqualified judge may be reconsidered and vacated or amended by a successor judge based upon a motion for reconsideration, which must be filed within 20 days of the order of disqualification, unless good cause is shown for a delay in moving for reconsideration or other grounds for reconsideration exist.

59. Petitioner seeks that upon disqualification of Judge Phillips, that all prior factual or legal rulings be vacated by the successor judge due to the alleged continued civil torts against Petitioner by Judge Colin and his successors.

60. That further, Petitioner seeks a replacement Judge, who is not a member of the same jurisdiction as Judge Colin or Phillips and who is not a member of the Florida Bar to preside over the cases of Judge Colin/Coates/Phillips involving the Estates and Trusts of Simon and Shirley Bernstein and the case involving the Trusts of Petitioner's minor children. This request due to the fact that Petitioner does not feel he can get a fair and impartial hearing in the State of Florida and certainly not by the 15th Judicial, perhaps the conflicts now include any members of the Florida Bar for reasons cited herein and in the All Writ and therefore Petitioner is seeking this Court to move the matters to a Federal Court or find other suitable remedy in such serious case where the Court is alleged part of the frauds and adhering to rules and regulations is of primary concern due to the past three years of alleged fraud.

61. The following cases that Judge Phillips now presides over are all tainted for the same reasons as stated herein and Judge Phillips should immediately voluntarily disqualify himself from these cases as well, voiding any/all orders, etc. and turning over the court records to Petitioner for review and save Petitioner the expense and aggravation of having to file Disqualification

pleadings and subpoenas in each case to force his mandated disqualification and release of critical to the case court records already requested in the All Writs Petition pending:

a. Case# 502012CP004391XXXXSB – Simon Bernstein Estate
b. Case# 502011CP000653XXXXSB – Shirley Bernstein Estate
c. Case# 502014CP002815XXXXSB – Oppenheimer v. Bernstein Minor Children
d. Case# 502014CP003698XXXXSB – Shirley Trust Construction
e. Case# 502015CP001162XXXXSB – Eliot Bernstein v. Trustee Simon Trust Case OLD Case# 502014CA014637XXXXMB

Rule 2.330 Grounds.
(i) Judge's Initiative.
Nothing in this rule limits the judge's authority to enter an order of disqualification on the judge's own initiative.

62. Petitioner states that Judge Phillips should have already entered an order of disqualification on his own initiative according to Judicial Canons, Statutes and Rules when he became aware that disqualification was mandated of him as a potential witness regarding the alleged improper post recusal steering of the cases by Colin but has thus far failed to do so and instead rushed into hearings without first addressing these fundamental issues of fair and impartial due process. If for any reason Judge Phillips finds this Motion legally insufficient, Judge Phillips must disqualify himself on his own initiative as set forth under this rule 2.330 (i) and Judicial Canon, Attorney Conduct Codes, Probate Rules and Statutes and Law for the reasons stated herein, whether pled sufficiently or not by Pro Se Eliot Bernstein.

Rule 2.330 Grounds.
(j) Time for Determination.
The judge shall rule on a motion to disqualify immediately, but no later than 30 days after the service of the motion as set forth in subdivision (c). If not ruled on within 30 days of service, the motion shall be deemed granted and the moving party may seek an order from the court directing the clerk to reassign the case.

63. Petitioner demands due to the EMERGENCY NATURE of this case where claims have been made that Petitioner's children are in life threatening dangers due to the abusive and fraudulent Probate rulings and proceedings for the last three year which have directly and intentionally interfered with inheritances/expectancies causing massive harms to them caused directly by the Fraud on the Court by the Court Appointed Attorneys at Law and Fiduciaries and potentially the Court itself and this requires that this Disqualification be made instantly. Delays cause further ongoing harms and damages of Petitioner's minor children and Petitioner's family which results in additional liabilities to those parties ultimately held accountable for the criminal acts, civil torts and frauds that occurred in Judge Colin and Judge French's courts.

64. That PRIOR to any other actions by Judge Phillips, this Disqualification must first be ruled on.

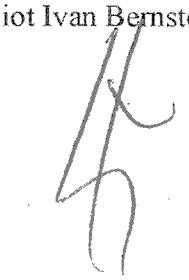
Florida Statutes 38.10
Disqualification of judge for prejudice; application; affidavits; etc.—
Whenever a party to any action or proceeding makes and files an affidavit stating fear that he or she will not receive a fair trial in the court where the suit is pending on account of the prejudice of the judge of that court against the applicant or in favor of the adverse party, the judge shall proceed no further, but another judge shall be designated in the manner prescribed by the laws of this state for the substitution of judges for the trial of causes in which the presiding judge is disqualified. Every such affidavit shall state the facts and the reasons for the belief that any such bias or prejudice exists and shall be accompanied by a certificate of counsel of record that such affidavit and application are made in good faith.

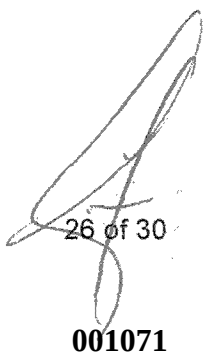
65. Petitioner has supplied a legally sufficient Affidavit herein.

66. Judge John L. Phillips is again mandated to be Disqualified under the Rules by both express words, conduct and by omissions by creating a reasonable fear by the party Eliot I. Bernstein that he will not receive a fair trial as defined herein and as demonstrated and plead throughout the entirety of the document and filing herein.

WHEREFORE, the PRO SE Petitioner requests that Judge Phillips immediately mandatorily disqualify as this is a legally sufficient pleading. In the alternative if it is determined by Judge Phillips that this Pro Se pleading is legally insufficient then he must on his own motion and initiative disqualify himself as required by Judicial Cannons, Attorney Conduct Codes and Law. Further, all Orders of Judge Phillips should be voided including the Mediation scheduled for Dec. 4th, 2015 at 10 am EST and Trial Scheduled for Dec. 15th, 2015. Finally, as Eliot has filed a previous disqualification of Judge Phillips that was denied as "legally insufficient" alone with no explanation and where "legally insufficient" is a legally insufficient phrase as it has not a legal definition, Eliot asks this Court to fully explain what is legally insufficient with the pleading so corrections can be made if necessary and to explain why the previous filing did not meet a "sufficiency" standard.

Under Penalties of perjury, I, Eliot Ivan Bernstein, swear under oath and affirm that I





have read the foregoing and the facts alleged are made in good faith and are true to the best of my knowledge and belief.

Dated this 28th day of December, 2015

Respectfully Submitted,

Eliot Ivan Bernstein

2753 NW 34th ST
Boca Raton, FL 33434
Telephone 561-245-8588
iviewit@iviewit.tv

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein

CERTIFICATE OF SERVICE

Petitioner does hereby certify that the foregoing Petition was served on all parties by e-file with the clerk of the court this 28th day of December, 2015.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein

STATE OF FLORIDA

COUNTY OF PALM BEACH COUNTY

Sworn to or affirmed and subscribed before me this 28th day of December, 2015 by Eliot Bernstein who is known to me or produced the following identification. Driver License - CA

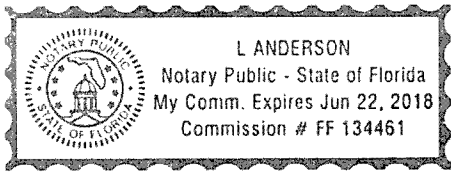
NOTARY PUBLIC

Print name of Notary:

L Anderson

Notary Signature:

x L Anderson



Stamp

My commission expires: 6/22/2018

AFFIDAVIT

Affiant, Eliot Bernstein hereby states under oath that the attached Verified Emergency Petition and Affidavit for Immediate Disqualification of Judge John L. Phillips is true and correct to the best of his knowledge and belief and that he fears that for all the reasons herein he and his minor children will not and have not thus far received a fair and impartial trial with due process and procedure.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein

December 28, 2015

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to or affirmed and subscribed before me this 4th day of December, 2015 by Eliot Ivan Bernstein who is known to me or produced the following identification

Driver License - CA

Notary Public

Print name: L ANDERSON

Notary Signature: LAnderson

L ANDERSON
Notary Public - State of Florida
My Comm. Expires Jun 22, 2018
Commission # FF 134461

Stamp

My commission expires: 6/22/2018

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

PROBATE DIVISION IH
CASE NO. 502014CP0002815XXXXNB

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

Plaintiff
v.

ALEXANDRA BERNSTEIN; ET AL.
_____/

ORDER DENYING VERIFIED SWORN EMERGENCY PETITION AND AFFIDVIT FOR IMMEDIATE MANDATORY DISQUALIFICATION OF JUDGE JOHN L. PHILLIPS

THIS CAUSE came before the Court on Eliot Bernstein's Verified Sworn Emergency Petition and Affidavit for Immediate Mandatory Disqualification of Judge John L. Phillips.

ORDERED AND ADJUDGED that Eliot Bernstein's Verified Sworn Emergency Petition and Affidavit for Immediate mandatory Disqualification of Judge John L. Phillips is **DENIED** as legally insufficient.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida, this 4th day of January, 2016.



JOHN L PHILLIPS
Circuit Judge

Copies furnished to:
Alan B Rose Esq. arose@pm-law.com
John Morrissey Esq. john@jmorrisseylaw.com
Brian M. O'Connell Esq. service@ciklinlubitz.com
Eliot I. Bernstein iviewit@gmail.com
Lisa Friedstein lisa.friedstein@gmail.com
Pamela Beth Simon psimon@stpcorp.com
Jill Iantoni jilliantoni@gmail.com

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 1/4/2016 11:33:43 AM ***

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXNB (IH)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

OPPENHEIMER TRUST COMPANY OF DELAWARE'S OMNIBUS MOTION: (I) TO APPOINT A GUARDIAN *AD LITEM* FOR THE MINOR BENEFICIARIES OF THE "GRANDCHILDREN TRUSTS;" (II) TO HOLD ELIOT AND CANDICE BERNSTEIN IN CONTEMPT OF COURT FOR THEIR CONTINUED VIOLATION OF A COURT ORDER AND REPEATED STATEMENTS ASSAULTING THE DIGNITY OF THE COURT;AND (III) TO ESTABLISH A SCHEDULE AND PROTOCOL FOR ACCOUNTING AND TURNOVER PROCEEDINGS

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), files this Omnibus Motion, and in support hereof, submits the following memorandum of law:

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 1/7/2016 2:52:12 PM ***

I. INTRODUCTION

On July 8, 2010, in *Palm Beach Circuit Court Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB* (the "2010 Proceedings"), the Honorable Martin Colin appointed Oppenheimer as successor trustee of the three small-value "Grandchildren Trusts" at issue in this case.[1] The Grandchildren Trusts were settled by Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Minor Beneficiaries"). The "Petitions to Appoint Successor Trustee" were filed in the 2010 Proceedings by Eliot and Candice Bernstein (the "Bernsteins"), as natural guardians of the Minor Beneficiaries, following the well-publicized collapse and receivership of then-trustee, Stanford Trust Company and its affiliates.

At the time Oppenheimer accepted the appointment (on July 30, 2010), Oppenheimer was unaware that Eliot Bernstein was an adjudicated vexatious litigant who was in the midst of a ten-year-long scorched-earth campaign "to bring about a change in the legal system in efforts to root out systemic corruption at the highest levels by a rogue group of criminals disguised as attorneys at law, judges, politicians, and more." *See Bernsteins' Counter-Complaint filed in this action at ¶ 212*. For multiple reasons, including difficulties in dealing with the Bernsteins and the lack of liquid trust assets with which to comply with their increasingly unreasonable requests, Oppenheimer resigned as trustee of the Grandchildren Trusts effective May 26, 2014[2] and, thereafter, filed the instant Petition to have a successor appointed and Oppenheimer's final accountings approved.

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[1] Each of the Grandchildren Trusts contain a *de minimus* amount of cash, and interests in closely held companies which Oppenheimer intends to transfer to its successor in-kind (to the extent such interests are not required to be sold to pay administrative expenses, including Oppenheimer's attorneys' fees incurred in this resignation and accounting proceeding).

[2] The fact and validity of Oppenheimer's resignation was recognized by Judge Colin in his Omnibus Order entered in this case on November 7, 2014 (DE 35), which granted Oppenheimer's Motion for Partial Summary Judgment as to that issue (DE 23).

For over nineteen (19) months, the Bernsteins have delayed the appointment of a successor trustee, the termination of the Grandchildren Trusts and/or the approval of Oppenheimer's accountings. They did so by inventing and obfuscating issues, filing frivolous papers, ignoring and violating multiple court orders, engaging in delay tactics, filing serial motions to disqualify judges and serial appeals (or petitions for writs) every time a ruling didn't go their way, and publicly accusing a growing number of people (now including this Court) of conspiracy. The Bernsteins' actions have needlessly caused Oppenheimer to incur hundreds of thousands of dollars in attorneys' fees just to resign. Sadly, all such fees are chargeable to the Grandchildren Trusts and, ultimately, to the Minor Beneficiaries.

A guardian *ad litem* should be appointed because: (i) the Bernsteins have no independent standing in this matter; (ii) the Bernsteins are unfit to serve as the "litigation representatives" for their minor children, the real parties in interest; (iii) the Bernsteins' interests clearly and directly conflict with their minor children's interests; and (iv) Eliot Bernstein (now joined by Candice Bernstein) is an adjudicated, serial, vexatious litigant who has been enjoined from filing certain claims in any court (but who is violating that injunction in this case). The record in this case shows that the Bernsteins are irresponsibly pursuing their own scorched earth agenda without regard for what's in their children's best interests. In doing so, they increase the cost and length of litigation to the prejudice of the Minor Beneficiaries, the Court and all parties involved.

By this Motion, Oppenheimer seeks: (i) the appointment of a guardian *ad litem* to exclusively represent the Minor Beneficiaries in this action going forward; (ii) alternatively, to strike the Bernsteins' objections to Oppenheimer's accountings due to their continued violation of paragraph nine of Judge Colin's May 4, 2015 Order (DE 68) (which required compliance by

June 1, 2015); (iii) an order establishing a schedule and protocol for the conclusion of the already-commenced accounting proceedings, the turnover of trust assets to a successor trustee or guardian, and Oppenheimer's discharge; and (iv) such other relief deemed just and proper to protect the Minor Beneficiaries and Oppenheimer from the Bernsteins' costly and abusive conduct.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Oppenheimer's Tenure as Trustee of the Grandchildren Trusts

1. On July 7, 2010, the Bernsteins, as parents and natural guardians of the Minor Beneficiaries, filed three Petitions to Appoint [Oppenheimer as] Successor Trustee [of the Grandchildren Trusts] in Palm Beach County Circuit Court, Case Nos. 502010CP003123XXXXSB, 502010CP003125XXXXSB and 502010CP003128XXXXSB, citing to the court-ordered dissolution of then-trustee, Stanford Trust Company.

2. On July 8, 2010, Judge Martin Colin entered *Final Orders on Petition to Appoint Successor Trustee*, appointing Oppenheimer as the successor trustee of each of the Grandchildren Trusts. Copies of the Final Orders are attached hereto as Exhibits "A" through "C." Those Final Orders were never challenged or appealed. On July 30, 2010 Oppenheimer formally accepted the appointments.

3. From July 30, 2010 through April 22, 2014, the Bernsteins requested distributions from the Grandchildren Trusts for the benefit of the Minor Beneficiaries and the family in general, and they accepted the benefits of the Grandchildren Trusts.

4. Because of the difficulty in dealing with the Bernsteins, and the lack of liquid trust assets to administer the Grandchildren Trusts in the manner requested by the Bernsteins, by letter dated April 22, 2014 (the "Notice of Resignation"), Oppenheimer resigned as trustee effective May 26, 2014. A copy of the Notice of Resignation is attached hereto as Exhibit "D."

5. Each of the Grandchildren Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

6. Similarly, Section 736.0705, Florida Statutes, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

7. Section 736.0704, Florida Statutes, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

8. Fla. Stat. § 736.0707 requires a resigned trustee to deliver trust property to a successor trustee or other person entitled to the property, and provides that the resigned trustee

has the duties of a trustee, and the power necessary to protect the trust property, until the property is so delivered.

B. The Bernsteins Failed To Nominate a Successor Trustee, Despite Court Order

9. In the Notice of Resignation, Oppenheimer requested that the Bernsteins, as natural guardians of the Minor Beneficiaries, nominate a successor corporate trustee, as required by the terms of the Grandchildren Trusts. They failed to do so.

10. On June 13, 2014, Oppenheimer filed the instant Petition (DE 1), requesting, in Count I, instructions regarding the delivery of the assets of the Grandchildren Trusts in light of Oppenheimer's resignation. *See Petition, ¶ 1.* Oppenheimer asked this Court to "either (i) appoint a successor trustee to whom Oppenheimer may deliver the Trust property or (ii) terminate the Trusts and permit Oppenheimer to deliver the Trust property to Eliot and Candice Bernstein, as the natural guardians of the Trusts' beneficiaries." *See Petition, ¶ 19.*

11. On October 20, 2014, Judge Colin heard argument on Oppenheimer's Motion for Partial Summary Judgment as to Count I of its Petition (DE 23) and granted the Motion, ruling that Oppenheimer had validly resigned on May 26, 2014. *See November 7, 2014 Omnibus Order (DE 35) at ¶ 1.*

12. Because the Bernsteins objected to the termination of the Grandchildren Trusts, Judge Colin ordered the Bernsteins to "submit the name and address of a proposed successor trustee to the Court, Oppenheimer's counsel and the proposed Successor Trustee" by October 30, 2014. *Id.* The Bernsteins failed to comply with that Order.

13. On February 26, 2015, following a "Status Check" hearing, Judge Colin again ordered the Bernsteins to designate a proposed successor corporate trustee. *See February 26, 2015 Order on Status Check (DE 52).*

14. Later that day, the Bernsteins provided the names of three corporate trustees to Oppenheimer's counsel (without supplying the names of contact people). The Bernsteins sarcastically wished Oppenheimer's counsel "[g]ood luck finding someone!" *See Exhibit "E."*

15. On February 27, 2015, Oppenheimer's counsel contacted the three corporate trustees proposed by the Bernsteins, informed them of the reason for the call and the nature and value of the assets of the Grandchildren Trusts (as set forth in the accountings previously filed with the Court). Oppenheimer later reported to the Court that the three proposed trustees had declined the appointment. *See Oppenheimer's February 27, 2015 Notice to Court That Respondents' Proposed Successor Trustees Have Declined the Appointment (DE 54).*

16. On March 31, 2015, at a hearing on multiple motions (DE 53), the Bernsteins proudly reported that an Illinois attorney, JoAnne Denison, had agreed to serve as successor trustee. The undersigned, as an officer of the court, presented the Court with documentation confirming that the Hearing Board of the Illinois Attorney Registration and Disciplinary Commission had recommended that Ms. Denison be suspended from the practice of law for three years for making "false statements concerning the integrity of judges, knowing they were false or with reckless disregard for their truth or falsity, and engaged in dishonest conduct and conduct prejudicial to the administration of justice." *See Exhibit "F" ("Report and Recommendation of the Illinois Attorney Registration and Disciplinary Commission," Commission No. 2013PR0001, filed November 21, 2014).* The undersigned also presented the Court with a copy of a recent Order entered by the United States Court of Appeals for the Seventh Circuit in which the court found that Ms. Denison and a colleague had "launched a crusade" against judges and lawyers involved in a particular matter, accusing them of "theft, bribery and other misconduct." *Denison v. Stern, Case No. 14 C 375 (7th Cir. 2014).* The

Seventh Circuit reprimanded Ms. Denison for moving her "campaign of vilification from the Internet to the courthouse" and warned Ms. Denison that "frivolous litigation will not be tolerated." *Id.* When asked by Judge Colin whether the Bernsteins knew of Ms. Denison's background and still wanted her to serve as their children's trustee, Mr. Bernstein responded in the affirmative, at which time the Court informed the Bernsteins that it would not accept Ms. Denison as a successor trustee. At that time, rather than permitting the termination of the Grandchildren Trusts, Mrs. Bernstein requested one additional week to find an alternate, suitable, Florida trustee for the court to consider. The Court granted Mrs. Bernstein's request and re-set the hearing for April 7, 2015.

17. At the time of the continued hearing on April 7, 2015, the Bernsteins had not identified any alternate trustee (corporate or otherwise) that has acknowledged that it, he or she is willing to serve as a successor trustee. The Bernsteins still have not done so as of the filing of this Motion, nor have they consented to the termination of the Grandchildren Trusts.

C. The Bernsteins Disobey Court Orders Regarding the Accounting Proceedings, and Make the Proceedings Unduly Expensive

18. In Count II of the instant Petition, Oppenheimer requested Court review and approval of its final accountings.

19. On November 7, 2014, this Court entered an Order providing, in relevant part, as follows:

> Oppenheimer may file and serve final accountings for each of the Grandchildren Trusts with the Court. **Within twenty (20) days after Oppenheimer files and serves its final accountings, the Bernsteins, as natural guardians of the minor beneficiaries, may file form, line-item objections to the final accountings**. Thereafter, the Court will conduct appropriate proceedings on the final accountings.
>
> The Court withholds ruling on Oppenheimer's Motion to Appoint Guardian *Ad Litem* for Minor Beneficiaries, but may reconsider

Oppenheimer's Motion after the Bernsteins file their objections to the final accounting or at a later date.

See November 7, 2014 Omnibus Order (DE 35) (emphasis supplied).

20. Oppenheimer filed and served its final accountings on December 17, 2014 (DE 38).

21. On January 22, 2015, the Bernsteins filed a document entitled **"Objection to Final Accounting; Petition for Formal, Detailed, Audited and Forensic Accounting and Document Production"** (DE 40) (the "Objection").[3]

22. The Bernsteins filed the Objection "**individually and on behalf of [their] minor children, who are *alleged* qualified beneficiaries of Settlor's Estate and Trusts...**" *See Objection, p. 20 (emphasis supplied).*[4]

23. The Objection challenges not only the final accountings, "in toto," but also the authenticity and validity of the Grandchildren Trusts, the Minor Beneficiaries' rights under the Grandchildren Trusts, and Oppenheimer's status as trustee.[5] Specifically, the Bernsteins:

- Object to the validity of the Grandchildren Trusts as being "alleged and legally deficient trusts," Objection, p. 1 (see fn 5 herein);
- Object to Oppenheimer's standing as trustee and characterize Oppenheimer as the "alleged Successor Trustee," Objection, p. 2 (see fn 5 herein);
- "Object to all withdrawals of trust funds by [Oppenheimer] and allege that they were done fraudulently and without proper documentation and converted to improper parties as part of a larger fraud on the beneficiaries of the

[3] The Objection violated the Omnibus Order in three ways: (i) it was not served within twenty days; (ii) it contains more than "form, line-item objections;" and (iii) it purports to assert objections in the Bernsteins' individual capacities, rather than "as natural guardians of the minor beneficiaries."

[4] The Objection (and prior filings, including the Bernsteins' Counter-Complaint (DE 14)) leaves no doubt that that the Bernsteins are questioning the validity of the Grandchildren Trusts and/or the minor beneficiaries' rights thereunder. Such a position puts the Bernsteins squarely at odds with their children.

[5] Any challenges to the validity of the Grandchildren Trusts and/or the authority of Oppenheimer to administer the Grandchildren Trusts were required to be made in the 2010 Proceedings pursuant to which Oppenheimer was appointed. Any such challenges raised in these proceedings are barred by *res judicata*, collateral estoppel and other preclusion doctrines.

[Grandchildren Trusts] and the beneficiaries of the Estates and Trusts of Simon and Shirley Bernstein…" Objection, p. 2, ¶ 3 (emphasis supplied); [6]

- Object that the "[t]rustees named in the document conflict with each other knowing who the Trustee actually was in the alleged trust document impossible to determine," Objection, p. 3, ¶ 7 (see fn 5 herein);

- Object that the trust accounting begins on the date Oppenheimer became accountable as successor trustee, and does not encompass periods when prior trustees were accountable, Objection, p. 5, ¶ 20 (*but see* Fla. Stat. § 736.07135, providing that a trust accounting must only report information "… from the date on which the trustee became accountable…");

- Object to the "whole accounting" because "[a]ccount balances beginning and ending cannot be confirmed or reconciled," Objection, p. 5, ¶ 21;

- Object to each and every section of the accountings, **"in toto"**, as follows:

    - The entire "Summary Accounting" (Summary of Account) section, Objection, p. 5, ¶¶ 19-22;

    - The entire "Receipts of Principal" section (pages 1-2 of the accountings), Objection, p. 6, ¶¶ 23-26;

    - The entire "Gains and Losses on Sales and Other Dispositions" section (pages 3-17 of the accountings), Objection, p. 10, ¶¶ 36-38;

    - The entire "Other Receipts Allocable to Principal" section (page 18 of the accountings), which section is comprised solely of "Income Taxes – Refunds" entries, Objection, p. 11, ¶¶ 39-42;

    - The entire "Disbursements of Principal" section (pages 19-20 of the accountings), including:

        - All "Accounting Fees," Objection, p. 11, ¶¶ 43-45;

        - All "Fiduciary Fees," Objection, p. 11, ¶¶ 46-48; and

        - All "Income Taxes," Objection, p. 12, ¶¶ 49-52;

    - The entire "Distributions of Principal for Beneficiaries" section (pages 21-27 of the accountings), Objection, p. 12, ¶¶ 53-56;

    - The entire "Principal Balance on Hand" section (page 28 of the accountings), Objection, p. 14, ¶¶ 61-64;

[6] Oppenheimer has never acted in a fiduciary capacity in connection with any Simon or Shirley Bernstein estate or trust other than the Grandchildren Trusts.

- The entire "Information Schedules" section (pages 29-33 of the accountings), which is comprised solely of "Changes in Investment Holdings" entries, Objection, p. 14, ¶¶ 66-69;
- The entire "Receipts of Income" section (pages 34-48 of the accountings), including:
  - All "Dividends" entries, Objection, p. 14, ¶¶ 70-73; and
  - All "Interest" entries, Objection, p. 14, ¶¶ 74-77; and
- Finally, the entire "Disbursement of Income" section (pages 49-50 of the accountings), including:
  - All "Accountant Fees" entries, Objection, p. 16, ¶ 78-80;
  - All "Fees and Commissions" entries, Objection, p. 16, ¶ 81; and
  - All "Fiduciary Fees" entries, Objection, p. 16, ¶¶ 82-84;

24. Because the vast majority of the Bernsteins' objections were based upon alleged lack of documentation, Oppenheimer culled and produced nearly 2,000 pages of backup documentation related to each line item of the accountings.[7] Further, Oppenheimer provided the Bernsteins and the Court with annotated copies of the accountings which cross-reference each line item in the accountings to the backup documents supporting each line item. *See Exhibits "G" through "I."* Nevertheless, the Bernsteins maintained each and every one of their objections.

[7] Oppenheimer produced documents Bates-stamped **OPP0001-1521**, a Business Records Certification and three public records related to real property on March 10, 2015. *See* Oppenheimer's "Notice of Production," "Notice of Intent to Introduce Evidence By Means of Business Records Certification," and "Request for Judicial Notice" filed with the Court on March 10, 2015 (DE 57-60). Oppenheimer produced documents Bates-stamped **OPP1522-1828**, a Business Records Certification and three Summaries of tax reporting and refund information on April 8, 2015. *See* Oppenheimer's "Notice of Production," "Notice of Intent to Introduce Evidence By Means of Business Records Certification," and "Notice of Intent to Rely on Summaries" filed with the Court on April 8, 2015 (DE 63-65).

D. The Bernsteins Remain In Violation of Judge Colin's Latest Order

25. Before recusing himself, Judge Colin held two evidentiary hearings on the Bernsteins' Objection, each time necessitating the attendance of Oppenheimer's out-of-state principals and trial-like preparations, at considerable expense.

26. On March 17, 2015, the Court considered and ruled upon objections 1 through 5, and at the continued hearing on April 20, 2015, the Court considered and ruled upon objections 6 through 27 (out of 90 total objections). By the time of his recusal on May 19, 2015, Judge Colin had not sustained a single one of the Bernsteins' objections. *See May 4, 2015 Order From April 20, 2015 Continued Hearing On Respondents' Objection to Final Accounting (DE 68).*

27. In paragraph 9 of the May 4, 2015 Order, Judge Colin ruled that:

> With regard to objections 12, 13, 23, 26, and 28 through 90, in light of [the Bernsteins'] claim that they have had insufficient time to review the backup documents produced by [Oppenheimer], [the Bernsteins] shall file a notice with this Court, **on or before June 1, 2015**, indicating which of these objections they are abandoning in light of [Oppenheimer's] production of documents. For each objection that [the Bernsteins] do not abandon, [they] shall give a one-sentence reason why they are not abandoning the objection.

See May 4, 2015 Order From April 20, 2015 Continued Hearing On Respondents' Objection to Final Accounting (DE 68) (emphasis supplied).

28. The Bernsteins violated paragraph nine of the May 4, 2015 Order because they failed to file the required notice, withdraw any objections or state their reasons for not doing so, by June 1, 2015. They still have not done so six months later despite their clear ability to do so. Therefore, the Bernsteins remain in willful violation of the May 4, 2015 Order.

E. The Bernsteins' Interests Are Inconsistent With Their Children's Interests

In their pleadings, the Bernsteins proudly state that **their overarching goal in litigating this case is "to bring about a change in the legal system in efforts to root out systemic corruption at the highest levels by a rogue group of criminals disguised as attorneys at law, judges, politicians, and more."** *Counter-Complaint ¶ 212.* No reasonable inference can be drawn that the Minor Beneficiaries have a similar interest or agenda, or that pursuing such a broad agenda is in their best interest. In addition to the inescapable conclusion that the Bernsteins' choice to engage in unnecessary, wasteful litigation to achieve their personal, "overarching goal" on their children's dime is not in their children's best interest, the Bernsteins have confirmed in their pleadings, and in the pending Objection, that they have interests which conflict with those of the Minor Beneficiaries. For instance, in their Counter-Complaint:

- The Bernsteins allege that ***beneficiary designations were changed from him to his children based upon fraudulent documents and frauds on this Court.*** *Counter-Complaint, ¶ 253.*

- The Bernsteins allege that "approximately 1/3 of all assets [are] ***either going to Eliot or his children or a combination of both depending on how this Court rules regarding the validity of the Wills and Trusts that have been challenged*** and already found fraught with fraud, fraudulent notarizations, improper notarizations, forgeries and more." *Counter-Complaint, ¶ 186.*

- The Bernsteins allege that Mr. Bernstein himself is a beneficiary of the Grandchildren Trusts. Specifically, **they allege that "Simon and Shirley [Bernstein] set up [the Grandchildren Trusts and Bernstein Family Realty, LLC] while living, in order to fund all of their living expenses, due to the fact that Eliot has had a bomb put in his car, death threats and is in the middle of a very intense RICO and ANTITRUST lawsuit where he and his family have been in grave danger for many years fighting corruption inside the very framework of the legal system." The Bernsteins allege that the Grandchildren Trusts were "set up by Simon and Shirley [Bernstein] for the benefit of Eliot, Candice and their children."** *Counter-Complaint, ¶¶ 109-110.*

- Sixteen of the trust agreements identified as counterclaim-defendants are described as having beneficiaries including but not limited to "Eliot and/or his children or both." *See Counter-Complaint, ¶¶ 44-50, 52-60, 65.*

Similarly, in their pending Objection, the Bernsteins refer to their children as the "alleged" beneficiaries and are continuing to frustrate the Minor Beneficiaries' ability to receive any part of their trust assets by engaging in spurious, expensive litigation, no doubt in furtherance of their personal, "overarching goal" to raze the judicial system.

F. The Bernsteins Have A Long and Proud History Of Vexatious Litigation

As set forth in detail in Oppenheimer's original *Motion to Appoint Guardian Ad Litem For Minor Beneficiaries* filed September 14, 2014 (DE 31),[8] Mr. Bernstein's crusade against the legal system and its professionals and institutions began more than a decade ago, in 2003. In the last 13 years, Mr. Bernstein's efforts have intensified, his "litigation skills" have been polished, and he has diversified his campaign into multiple trial and appellate courts where he defames and preys upon an ever-growing number of alleged "conspirators," including judges and litigation counsel.

Since he began his crusade, Mr. Bernstein has filed countless Bar complaints, complaints against police agencies, petitions to protect him from police agencies, federal lawsuits against the Florida Bar, the Virginia Bar, the State of New York and hundreds of defendants, including lawyers, judges and lawmakers, and even a United States Supreme Court petition. Throughout one matter -- litigation pending in the United States District Court for the Southern District of New York (the "New York Court") -- Mr. Bernstein made inflammatory and defamatory statements about the defendants, judges and others. His Complaint was ultimately dismissed on the merits, but he refused to acknowledge defeat. Instead, he pursued

[8] The contents of the September 14, 2014 Motion are incorporated here by reference. Judge Colin never read or ruled on that Motion. Oppenheimer respectfully requests that the Court review that Motion along with the instant Motion, so that it has full context for its decision.

the action on appeal and in independent proceedings for another five years. Ultimately, the New York Court sanctioned Mr. Bernstein for repeatedly filing frivolous papers. *Eliot I. Bernstein v. State of New York, et al, Case No. 1:07-cv-11196 (DE 154), Order on Motion for Sanctions (S.D. N.Y. August 29, 2013). See Exhibit "J."* Among other sanctions, the Court enjoined Mr. Bernstein as follows:

> **Eliot I. Bernstein is hereby enjoined from filing any action in any court related to the subject matter of this action without first obtaining leave of this Court. In moving for such leave, Bernstein must certify that the claim or claims he wishes to present are new claims never before raised and/or disposed of by any court. Bernstein must also certify that claim or claims are not frivolous or asserted in bad faith. Additionally, the motion for leave to file must be captioned 'Application Pursuant to Court Order Seeking Leave to File.' Failure to comply strictly with the terms of this injunction shall be sufficient grounds for denying leave to file and any other remedy or sanction deemed appropriate by this Court.**

Id. (emphasis supplied). Mr. Bernstein expressed his contempt for the court and the proscriptions of Rule 11 by stating the following in his Rule 11 opposition: **"Bernstein is notifying Proskauer and this Court that he will have a lifelong and generational long litigious history in pursuing his patent royalties…"** *Id. (emphasis supplied)*.

In the Bernsteins' latest pleading – the now-stayed "Counter-Complaint" filed in this action -- the Bernsteins' purport to assert claims in more than 20 capacities against Oppenheimer and all of its

> current and former divisions, affiliates, subsidiaries, stockholders, parents, predecessors, successors, assignors, assigns, partners, members, officers, directors, trustees, employees, agents, administrators, representatives, attorneys, insurers and fiduciaries,

and against seventy-six (76) additional counterclaim-defendants (not including "John Doe's 1-5000"), and all of their

> current and former divisions, affiliates, subsidiaries, stockholders, parents, predecessors, successors, assignors, assigns, partners, members, officers, directors, trustees, employees, agents, administrators, representatives, attorneys, insurers and fiduciaries.

See Bernsteins' Answer and Counter-Complaint (DE 14).

In contempt of the New York Court's Injunction, the Bernsteins' Counter-Complaint raises enjoined claims. For instance:

- The Bernsteins expressly incorporate the allegations of the New York lawsuit, and joined several of the same defendants, in their Counter-Complaint. *See Counter-Complaint, ¶¶ 61-64, 217, 223.*
- The Bernsteins allege that they are "pursuing Defendants, Proskauer Rose LLP, Gerald Lewin, CPA and Albert Gortz, Esq. as the main parties involved in the theft of Simon and Eliot's Intellectual Properties." *See Counter-Complaint, ¶ 217.*
- The Bernsteins allege "[t]hat Defendant's [sic] Oppenheimer and JP Morgan were both initially involved in Eliot's technologies and signed various agreements with the companies that held the Intellectual Properties…" *See Counter-Complaint, ¶ 223.*

To make matters worse, when the case was re-assigned to Judge Howard Coates after Judge Colin's recusal, Mr. Bernstein successfully persuaded Judge Coates to recuse himself, citing to the fact that Judge Coates' old law firm, Proskauer Rose, was (wrongfully) named as a defendant in the Bernsteins' Counter-Complaint. Not only is Mr. Bernstein violating the New York Court's injunction by filing unauthorized pleadings, he is using the enjoined pleadings to mislead judges, complicate issues and cause expense and delay in this case.

And just as the Bernsteins publicly disparaged and disrespected judges in the New York case and elsewhere, they continue to show contempt for the multiple judges that have presided over this case, and other Florida judges and Justices. For example, in their Florida Supreme Court filing related to this case, entitled "*Petition for All Writs, Writ of Prohibition, Writ of Mandamus and Petition to Stay Cases and Temporarily Restrain Sale, Transfer, Disposition of any Asset and for Preservation of all Evidence"* (the "Supreme Court Petition"), the Bernsteins

allege "fraud by the court," that "Judges are involved on the attempt to fix and silence the crimes of other members of the Florida Bar and others," that "two Florida judges [Colin and French]… [are] involved in the criminal acts described herein," and that all Florida Supreme Court Justices are complicit. *See Supreme Court Petition, pp. 5-6.* The Bernsteins claim that, due to their own conduct in pursuing broad conspiracy claims against all three branches of government, no court (or at least no Florida court) is unbiased enough to preside over his claims.[9]

What the Bernsteins conduct in this case and others shows is that the Bernsteins are unable to fathom even the possibility that a judge can make an adverse ruling because it is the right ruling. When the Bernsteins lose and appeal, they consistently allege, not that the judge got the law or facts wrong or made a mistake, but rather that the judge is a criminal fraudster involved in a broad conspiracy with the lawyers in the room and others well beyond the room. This level of contempt alone (unsupported by evidence) makes the Bernsteins unfit to serve as anyone else's representative in court. Indeed, if the Bernsteins are to be believed, their children will fare much better in the courts if they are not burdened by their parents real or imagined reputation within the legal community.

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[9] The Supreme Court Petition begins (at pp. 2-3) as follows:

WARNING:
POTENTIAL CONFLICTS OF INTEREST

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

III. ARGUMENT

A. The Court Should Appoint A Guardian *Ad Litem* For the Minor Beneficiaries

Courts should not permit a parent to act as a child's litigation representative where "it appears that the [parent] has interests which may conflict with those of the [child]." *1 Leg. Rts. Child. (Legal Rights of Children) Rev. 2d § 12:3 (2d ed. 2013), citing Mistretta v. Mistretta, 566 So. 2d 836, 837 (Fla. 5th DCA 1990) (other internal citations omitted).* In this case, the Court cannot reasonably conclude that the Minor Beneficiaries' separate interests in the Grandchildren Trusts and their assets "will be fully protected" by the Bernsteins. The Bernsteins have challenged their children's rights under the Grandchildren Trusts and continue to ignore court orders and engage in a litigation strategy which virtually guarantees the dissipation of the remaining trust assets. Accordingly, the appointment of a guardian *ad litem* is mandatory. *See Mistretta 566 So. 2d at 837-38* (denial of due process occurs when the interests of the child may be adverse to the interests of the parent); *Johns v. Dep't of Justice, 624 F.2d 522 (5th Cir.1980); Smith v. Langford, 255 So.2d 294 (Fla. 1st DCA 1971). Chapman v. Garcia, 463 So.2d 528 (Fla. 3d DCA 1985).*

Similarly, Fla. Stat. §§ 731.303(4) and 736.0305(1) and Fla. Prob. R. 5.120(a) provide authority for the appointment of a guardian *ad litem* in proceedings involving estates or trusts if the court determines that representation of a minor's interest otherwise would be inadequate. In this case, the Bernsteins' representation of the Minor Beneficiaries is not only inadequate; it is actually harming the minors' interests in their trusts.

Oppenheimer requests that a guardian *ad litem* be appointed, that all of the Bernsteins' pleadings (including their Objection and Counter-Complaint which they purported to file in

their individual capacities) be stricken, and that the guardian *ad litem* be given a reasonable amount of time to respond to the Petition and file appropriate accounting objections.

B. The Bernsteins Should Be Sanctioned and/or Held In Contempt Of Court For Violating The Court's May 4, 2015 Order (DE 68)

Paragraph 9 of the May 4, 2015 Order provides as follows:

> **With regard to objections 12, 13, 23, 26, and 28 through 90, in light of [the Bernsteins'] claim that they have had insufficient time to review the backup documents produced by [Oppenheimer], [the Bernsteins] shall file a notice with this Court, on or before June 1, 2015, indicating which of these objections they are abandoning in light of [Oppenheimer's] production of documents. For each objection that [the Bernsteins] do not abandon, [they] shall give a one-sentence reason why they are not abandoning the objection.**

The Bernsteins willfully violated paragraph nine of the May 4, 2015 Order because they failed to file the required notice by June 1, 2015, and still have not done so six months later. Accordingly, unless this issue is deemed moot by the appointment of a guardian *ad litem*, the Bernsteins should be sanctioned and/or held in contempt of court.

1. Inherent Authority to Sanction for Violation of Court Order

A "deliberate and contumacious disregard of the court's authority" may justify the striking of a party's pleadings without a finding of contempt. *Swindle v. Reid, 242 So. 2d 751 (Fla. 4th DCA 1970)*. So will "bad faith, willful disregard or gross indifference to an order of the court, or conduct which evinces deliberate callousness." *Herold v. Computer Components International, Inc., 252 So. 2d 576 (Fla. 4th DCA 1971); Paranzino v. Barnett Bank of South Florida, N.A., 690 So. 2d 725 (Fla. 4th DCA 1997); Cem-A-Care of Florida, Inc. v. Automated Planning Systems, Inc., 442 So. 2d 1048 (Fla. 4th DCA 1983).*

> Courts traditionally have broad authority through means other than contempt - such as by striking pleadings, assessing costs, excluding evidence, and entering default judgment - to penalize a party's failure to comply with the rules of conduct governing the

> litigation process. Such judicial sanctions never have been considered criminal, and the imposition of civil, coercive fines to police the litigation process appears consistent with this authority. Similarly, indirect contempts involving discrete, readily ascertainable acts, such as turning over a key or payment of a judgment, properly may be adjudicated through civil proceedings since the need for extensive, impartial fact-finding is less pressing.

International Union, United Mine Workers of America v. Bagwell, 512 U.S. 821, 833 (1994) (internal citations omitted).

The above facts illustrate the Bernsteins' continuing pattern of ignoring and violating Court orders and failing to acknowledge the Court's authority. Accordingly, an order striking the Bernsteins' Objection to Oppenheimer's accountings is appropriate.

2. Holding a Party in Contempt for Violation of a Court Order

"A refusal to obey any legal order, mandate or decree, made or given by any judge either in term time or in vacation relative to any of the business of said court, after due notice thereof, shall be considered a contempt, and punished accordingly." *Fla. Stat. § 38.23 (2010).* A violation of a court order can form the basis for a finding of either civil or criminal contempt.[10] *See International Union, United Mine Workers of America v. Bagwell, 512 U.S. 821, 833 (1994)* ("Certain indirect contempts nevertheless are appropriate for imposition through civil proceedings. Contempts such as failure to comply with document discovery, for example, while occurring outside the court's presence, impede the court's ability to adjudicate the proceedings before it and thus touch upon the core justification for the contempt power.");

[10] Contempt is categorized as direct and indirect, civil and criminal. Criminal contempt, direct or indirect, "is conduct directed against the authority and dignity of the court or the judge in his judicial capacity." *Trawick, Fla. Prac. and Proc., §27-6.* Acts categorized as "direct criminal contempt" are committed "in the presence of the court or so near it as to interrupt or hinder judicial proceedings," whereas acts classified as "indirect criminal contempt" are those that "tend[] to obstruct, interrupt, hinder or embarrass the administration of justice, but which [are] committed at a distance." *Id.* Civil contempt is "the failure to do something ordered by the court for the benefit of a party in a civil action." *Id.*

see also Lo. v. Lo, 878 So. 2d 424 (Fla. 3rd DCA 2004) (noting that "[r]epeated disregard of court orders and lack of candor by a party toward the Court justifies findings of either civil contempt or indirect criminal contempt). Whether the conduct is sought to be addressed by civil or criminal means depends upon the Court's purpose in holding the contemnor in contempt – to punish for past conduct (criminal) or to secure future compliance (civil). *See Berlow v. Berlow, 21 So. 3d 81, 84 (Fla. 3d DCA 2009)*; *Perez v. Perez, 599 So. 2d 682, 683 (Fla. 3d DCA 1992).*

(a) Civil Contempt

Civil contempt sanctions, or those penalties designed to compel future compliance with a court order, are considered to be coercive and avoidable through obedience, and thus may be imposed in an ordinary civil proceeding upon notice and an opportunity to be heard. *See Nical of Palm Beach, Inc. v. Lewis, 981 So. 2d 502 (Fla. 4th DCA 2008).* In civil contempt proceedings, willfulness is immaterial and not a necessary element. *Dep't of Transportation v. Burnette, 399 So. 2d 51, 52 (Fla. 1st DCA 1981)*; *see also 17 Am. Jur. 2d Contempt § 27* (in a civil contempt action, "contempt does not require that disobedience be deliberate or willful, and a mere act of disobedience, regardless of motive, is sufficient."). The standard of proof for civil contempt is a preponderance of the evidence. *Dep't of Children & Families v. R.H., 819 So. 2d 858, 861 (Fla. 5th DCA 2002).*

There is a wide array of sanctions that may be imposed for civil contempt including incarceration and imposition of a fine, and courts are free to come up with creative solutions to coerce compliance with court orders. *See Parisi v. Broward County, 769 So. 2d 359, 365 (Fla. 2000)* ("… there is a broad arsenal of coercive civil contempt sanctions available to the trial court including "incarceration, garnishment of wages, additional employment, the filing of reports, additional fines, the delivery of certain assets, the revocation of a driver's license…"); *Bowen v. Bowen, 471 So. 2d. 1274, 1279 (Fla. 1985).* Regardless of the sanction, 'the key

safeguard in a civil contempt proceeding is a finding by the trial court that the contemnor has the ability to purge the contempt." *Dep't of Children and Families, 819 So. 2d 858 (Fla. 4th DCA 2002) (citing Parisi v. Broward County, 769 So. 2d 359, 365 (Fla. 2000).*

(b) Criminal Contempt

The purpose of criminal contempt is to vindicate the authority of the court, to punish an intentional violation of an order of the court that is offensive to the public, and to deter such conduct. *Parisi v. Broward County, 769 So. 2d 359 (Fla. 2000); The Florida Bar v. Forrester, 916 So. 2d 647 (Fla. 2005); Levine v. Keaster, 862 So. 2d 876 (Fla. 4th DCA 2003); Levey v. D'Angelo, 819 So. 2d 864 (Fla. 4th DCA 2002); Bowen v. Bowen, 471 So. 2d 1274 (Fla. 1985).* Because the purpose of criminal contempt is to punish rather than coerce, those subject to criminal contempt have the right to the same constitutional due process afforded criminal defendants. *Bowen v. Bowen, 471 So. 2d 1274, 1277 (Fla. 1985).*

In order for a court to impose a punishment for failing to comply with its orders (indirect criminal contempt):

> it must comply with Rule 3.840, Florida Rules of Criminal Procedure, including (1) the issuance of an order to show cause to be served upon the defendants stating the facts upon which each defendant must answer; (2) the appointment of counsel if the defendant is indigent; (3) the opportunity for the defendant to elect a jury trial, if the sentence the trial court seeks to impose is greater than six months; and (4) upon a finding of guilt, to afford the defendant with an opportunity to show good cause why the sentence should not be imposed and to offer evidence of mitigation.

See Jones v. Ryan, 967 So. 2d 342, 344-45 (Fla. 3d DCA 2007).[11]

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[11] Alternatively, "[a] criminal contempt may be punished summarily if the court saw or heard the conduct constituting the contempt committed in the actual presence of the court." *Fla. R. Crim. P. Rule 3.830* (direct criminal contempt). In these instances, "[t]he judgment of guilt of contempt shall include a recital of those facts on which the adjudication of guilt is based. Prior to the adjudication of guilt the judge shall inform the defendant of the accusation against the defendant and inquire as to whether the defendant has any cause to show why he or she should not be adjudged guilty of contempt by the court and sentenced therefor. The defendant shall be given

To establish criminal contempt, the "evidence must establish a willful act or omission calculated to embarrass or hinder the court or obstruct the administration of justice; there must be proof that the accused intended to hinder or obstruct the administration of justice." *Carter v. State, 954 So. 2d 1185 (Fla. 4th DCA 2007).* The requisite intent for indirect criminal contempt can be inferred from the actions of the contemnor, where it is foreseeable under the circumstances that the contemnor's conduct would prompt action disruptive of the court proceedings. *Milian v. State, 764 So. 2d 860, 862 (Fla. 4th DCA 2000).*

The standard of proof for criminal contempt is beyond a reasonable doubt. *Dep't of Children & Families v. R.H.*, 819 So. 2d 858, 861 (Fla. 5th DCA 2002). The sanctions available for criminal contempt are significantly more limited than those that are available for civil contempt.

> Criminal contempts may be punished by a fine of not more than $500, or by imprisonment of not more than twelve months. These are the limits because there is no statute defining the maximum punishments for contempt and, when there exists no provision for the punishment of a criminal offense, *section 775.02* applies, and "the court shall proceed to punish such offense by fine or imprisonment, but the fine shall not exceed $500, nor the imprisonment twelve months." The trial court may not, however, award attorney's fees and costs to the party who prosecutes another for indirect criminal contempt in a civil case, because a judgment of guilt in criminal contempt should not inure to the benefit of a private individual.

16 Fla. Prac., Sentencing § 11:49, "Punishments – Criminal Sanctions" (2009-2010 ed.) (internal citations omitted).

(c) Sanctions Requested

If the Bernsteins are not removed from this case entirely and replaced by a guardian *ad litem*, Mr. Bernstein should either be incarcerated until he complies with the May 4, 2015 Order

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the opportunity to present evidence of excusing or mitigating circumstances. The judgment shall be signed by the judge and entered of record. Sentence shall be pronounced in open court." *Fla. R. Crim. P. Rule 3.830.*

(as a sanction for civil contempt), or the Bernsteins' pleadings and Objection should be stricken in their entirety, with prejudice (as a penalty for criminal contempt).

IV. MOTION TO ESTABLISH SCHEDULE AND PROTOCOL TO WIND UP OPPENHEIMER'S TRUSTEESHIP

Regardless of how the Court rules on the above issues, Oppenheimer requests an Order establishing a reasonable schedule and protocol for concluding the accounting proceedings, permitting Oppenheimer to transfer possession of any remaining trust assets (after deducting ongoing administrative expenses), and discharging Oppenheimer.

V. CONCLUSION

For all of the foregoing reasons, Oppenheimer requests that a guardian *ad litem* be appointed to represent the Minor Beneficiaries in this matter or, alternatively, that the Bernsteins' pleadings and Objection be stricken or they are compelled to comply with the Court's May 4, 2015 Order. In any event, Oppenheimer requests an Order establishing a schedule and protocol for the accounting proceedings and turnover of trust assets, and such other relief as is just and proper.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
4855 Technology Way, Suite 630
Boca Raton, FL 33431
Telephone: (561) 961-8085

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 7th day of January, 2016.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
ivewit@ivewit.tv
ivewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

SHARON R. BOOK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003123XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOOK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

Exhibit "A"

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003123XXXXSB, does hereby accept its appointment as Successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By:

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30th day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 19, 2013

N:\WPDATA\dn\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for DOW.wpd

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CTY BRANCH
2010 JUL -8 AM 9:13

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003125XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

_____
CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

Exhibit "B"

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003125XXXXSB, does hereby accept its appointment as Successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30 day of JULY, 2010.

Witnesses:

Print Name:

Print Name:

OPPENHEIMER TRUST COMPANY

By:

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by Hunt Worth as S.V.P. of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

☒ Personally Known

☐ Produced Identification/Type of Identification Produced

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 10, 2013

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance by Successor Trustee.wpd

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER: 502010CP003128XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By
DEPUTY CLERK

Exhibit "C"

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this 30th day of July, 2010.

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

OPPENHEIMER TRUST COMPANY

By: _____

Its: CHIEF TRUST OFFICER
S.V.P.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by HUNT WORTH as S.V.P. of OPPENHEIMER TRUST COMPANY.

_____
Signature - Notary Public

_____
Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
WILLIAM J. DWYER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 19, 2013

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance a Trustee William J. DWYER

GRAY | ROBINSON
ATTORNEYS AT LAW

433 PLAZA REAL, SUITE 339
BOCA RATON, FLORIDA 33432
TEL 561-368-3808
FAX 561-368-4008

BOCA RATON
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

561-886-4122
STEVEN.LESSNE@GRAY-ROBINSON.COM

April 22, 2014

VIA E-MAIL, FEDERAL EXPRESS AND CERTIFIED MAIL

Eliot and Candice Bernstein
as the natural guardians of Joshua, Jacob and Daniel Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434-3459

Re: Resignation as Trustee of Trusts for the benefit of Joshua, Jacob and Daniel Bernstein; Offer to Resign as Manager of Bernstein Family Realty, LLC

Dear Mr. and Mrs. Bernstein:

I represent, and am writing to you on behalf of, Oppenheimer Trust Company of Delaware ("Oppenheimer"), in its capacity as Trustee of the three trusts created by Simon Bernstein for the benefit of your minor children, Joshua, Jacob and Daniel Bernstein (the "Trusts"). This letter is directed to you, as the parents and natural guardians of Joshua, Jacob and Daniel Bernstein (the "Beneficiaries"), and will constitute due notice to the Beneficiaries under the Trusts and Florida law.

Oppenheimer hereby notifies you that it will resign as Trustee of the Trusts effective May 26, 2014 (the "Effective Date"). You, as the natural guardians of the Beneficiaries, have the right and obligation to appoint a successor corporate trustee. If you do not provide Oppenheimer, through me, with a written document evidencing that a successor corporate trustee has been appointed and has accepted the appointment before the Effective Date, Oppenheimer will petition the Court to either appoint a successor trustee or terminate the Trusts and distribute their assets to you, as natural guardians of the Beneficiaries.

For your information, the Trusts provide, in relevant part, as follows:

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

Similarly, Fla. Stat. § 736.0705, entitled "Resignation of trustee," provides, in relevant part, as follows:

(1) A trustee may resign:

(a) Upon at least 30 days' notice to the qualified beneficiaries, the settlor, if living, and all cotrustees...

Finally, Fla. Stat. § 736.0704, entitled "Vacancy in trusteeship; appointment of successor," provides, in relevant part, as follows:

(3) A vacancy in a trusteeship of a noncharitable trust that is required to be filled must be filled in the following order of priority:

(a) By a person named or designated pursuant to the terms of the trust to act as successor trustee.

(b) By a person appointed by unanimous agreement of the qualified beneficiaries.

(c) By a person appointed by the court.

Please let me know of your intentions with regard to the appointment of a successor trustee before the Effective Date.

I am also writing to you on behalf of Oppenheimer, in its capacity as the Manager of Bernstein Family Realty, LLC (the "Company"). As you know, the Trusts are the sole owners and members of the Company, and the Company owns the house occupied by you and the Beneficiaries. Oppenheimer understands that the house is encumbered by two mortgages which probably exceed the value of the house. A third party, William Stansbury, claims that he is entitled to an equitable lien on the house, and he has sued the Company to establish such a lien. At Oppenheimer's direction, the Company is defending the lawsuit in order to avoid the claimed third lien on the house.

You have expressed unhappiness with Oppenheimer's management of the Company. In light of Oppenheimer's decision to resign as Trustee, Oppenheimer would like to offer you the opportunity to assume management of the Company, or appoint another successor manager, so that you or your chosen manager can defend the Stansbury lawsuit, operate the Company and deal with third parties on behalf of the Company as you deem to be in the best interest of the Company's members and, ultimately, your children. If you would like Oppenheimer to resign as Manager, please notify me in writing, before the Effective Date, of your selection of an appropriate successor manager and the successor's agreement to serve. Upon receipt of your selection, Oppenheimer will resign as Manager and, on behalf of the member Trusts, appoint your chosen successor.

Please note that, if you do not request Oppenheimer's earlier resignation and designate a successor manager, it is Oppenheimer's intent to resign as Manager of the Company after a successor trustee is appointed or the Trusts are terminated. At that point, it will be up to the successor trustee or you, as natural guardians of the Beneficiaries, to appoint a new manager.

If you have any questions regarding the foregoing, please contact me or have your attorney do so.

Very truly yours,

Steven A. Lessne FOR

SAL/sl

cc: Oppenheimer Trust Company of Delaware *(via e-mail and U.S. Mail)*

From:	Eliot Ivan Bernstein
To:	Lessne, Steven; Alan B. Rose Esq.; Alan B. Rose Esq.
Cc:	Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject:	RE: Three Corporate Trustees as Ordered by the Court in the 2/26/15 hearing
Date:	Thursday, February 26, 2015 2:40:24 PM
Attachments:	image001.png

I was instructed by the Court to give you three corporate trust company names, I have complied. You are the one responsible for contacting them and transferring trusteeship to them. Good luck finding someone! If I can be of further assistance let me know. Eliot

From: Lessne, Steven [mailto:SLessne@gunster.com]
Sent: Thursday, February 26, 2015 2:33 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Three Corporate Trustees as Ordered by the Court in the 2/26/15 hearing

Who are the contact people at these companies?

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Steven A. Lessne | Shareholder
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401
561-650-0545

450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
954-468-1383

gunster.com | SLessne@gunster.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, February 26, 2015 2:25 PM
To: Lessne, Steven
Cc: Alan B. Rose Esq.; Alan B. Rose Esq.; Andrew Dietz @ Rock-It Cargo USA, Inc.; Candice Bernstein; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP
Subject: Three Corporate Trustees as Ordered by the Court in the 2/26/15 hearing

Mr. Lessne,

Attached are the three names per the Court's Order today of potential corporate trustees we would like as Successor to your client Oppenheimer who has already resigned as alleged Successor Trustee abandoning the Trusts for several months now without having chosen a Successor first. Please copy Candice and I of all communications with any of these companies and copies of any documents tendered to them. Thanks

Exhibit "E"

1. Principal Trust Company - 1.800.332.4015 option 2
2. Reliance Trust - 404.266.0663
3. The Private Trust Co. - (800) 877-7210, ext. 7990



I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

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/iviewit2
http://www.facebook.com/#!/iviewit
http://www.youtube.com/user/eliotbernstein?feature=mhum

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end
http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end
http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Uco

and finally latest blog
http://iviewit.tv/iviewit2/?p=187

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

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2
http://youtu.be/OaXys6bImFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3
http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4
http://youtu.be/rUHCZFkro08

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125
http://youtu.be/WEgSXJFqrhQ

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Ok, laugh but very important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Ok, laugh again but more important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 most important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://exposecorruptcourts.blogspot.com
http://deniedpatent.blogspot.com
http://www.judgewatch.org/index.html
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbarthefloridabar.com
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.attorneysabovethelaw.com
http://www.VoteForGreg.us Greg Fischer

http://www.facebook.com/pages/Vote-For-Greg/111952178833067
www.justice4every1.com
www.schwagerfirm.com
www.eldermurderabuseandexploitation.blogspot.com
https://mccormickestatefraud.wordpress.com
http://www.nationallibertyalliance.org
www.AAAPG.net
www.corruptny.com
www.corruptWA.com
www.killingseniors.com
www.guardianpredators.com
www.guardianshipexposed.com
http://www.hangthebankers.com
www.ddaweb.org
http://tedbernsteinreport.blogspot.com
--
"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force." -- Thomas Jefferson, The Kentucky Resolutions of 1798

"If a law is unjust, a man is not only right to disobey it, he is obligated to do so." Thomas Jefferson

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

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

"Dick: The first thing we do, let's kill all the lawyers." The Shakespearean Solution, Sam The Butcher, Henry The Sixth, Part 2 Act 4, scene 2, 71–78

"Gatthew 5:5 Blessed are the Geek, for they will inherit the earth." Eliot Bernstein

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

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



Eliot I. Bernstein
Iviewit Technologies, Inc.
Founder & Inventor
(561) 245-8588 Work
(561) 886-7628 Mobile
(561) 245-8644 Facsimile
iviewit@iviewit.tv
eliot@iviewit.tv
2753 N.W. 34th St.
Boca Raton, Florida 33434
http://www.iviewit.tv

NOTICE: Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

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Filed November 21, 2014

In re JoAnne Marie Denison
Attorney-Respondent

Commission No. 2013PR00001

Synopsis of Hearing Board Report and Recommendation
(November 2014)

The Administrator filed a one-count Complaint against Respondent, arising out of numerous statements she made on an internet blog attacking the integrity of judges and attorneys involved in a pending adult guardianship proceeding. The Complaint charged Respondent made those statements knowing they were false or with reckless disregard for their truth or falsity. Respondent denied misconduct.

The Hearing Board found the Administrator proved Respondent made false statements concerning the integrity of the judges, knowing they were false or with reckless disregard for their truth or falsity, and engaged in dishonest conduct and conduct prejudicial to the administration of justice. The Hearing Board found, while Respondent had accused judges and other attorneys of criminal conduct, there was not clear and convincing evidence that she presented or threatened to present criminal charges, in order to obtain an advantage in a civil matter. Based on *In re Karavidas*, 2013 IL 115767, the Hearing Board dismissed the charge Respondent engaged in conduct which tends to defeat the administration of justice or bring the courts or the legal profession into disrepute.

Given the seriousness of Respondent's misconduct, and aggravating factors including Respondent's conduct in the disciplinary proceedings, the Hearing Board recommended that Respondent be suspended for three years and until further order of the Court. The Hearing Board declined to recommend disbarment given the mitigating factors present.

BEFORE THE HEARING BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION
AND
DISCIPLINARY COMMISSION

In the Matter of: **JOANNE MARIE DENISON**, Attorney-Respondent, No. 6192441.	Commission No. 2013PR00001

REPORT AND RECOMMENDATION OF THE HEARING BOARD

INTRODUCTION

The hearing in this matter was held on January 21, 2014, January 22, 2014, January 23, 2014, January 24, 2014, March 10, 2014 and March 11, 2014, at the Chicago offices of the Attorney Registration and Disciplinary Commission (ARDC), before a Panel of the Hearing Board consisting of Sang-yul Lee, Chair, Ziad Alnaqib and Eddie Sanders, Jr. Sharon D. Opryszek and Melissa A. Smart appeared on behalf of the Administrator. Respondent was present at the hearing and appeared pro se. On February 10, 2014, Nejla K.

Exhibit "F"

Lane filed an appearance as additional counsel for Respondent and appeared at subsequent hearing dates.

PLEADINGS

Complaint

The Administrator filed a one-count Complaint against Respondent on January 8, 2013, which was served on Respondent on January 24, 2013, through the attorney representing her at that time. The Complaint charged Respondent with misconduct based on statements she made on a web log (blog) regarding judges, attorneys and other persons involved in an adult guardianship proceeding.

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Answer

Respondent, through counsel, Kenneth Ditkowsky, filed an Answer on February 8, 2013. After Ditkowsky was disqualified from representing her, Respondent filed a *pro se* Answer on May 28, 2013. She also adopted prior counsel's Answer. Following motions by the Administrator to strike, Respondent filed a response which included a "Summary of Answer Information" (Summary). By Order dated August 5, 2013, prior counsel's Answer, Respondent's *pro se* Answer and the Summary were considered, collectively, as Respondent's Answer. In essence, Respondent admitted some of the factual allegations of the Complaint, denied other factual allegations and denied misconduct.

ALLEGED MISCONDUCT

The Administrator alleged Respondent committed the following misconduct:

1. making a statement the lawyer knows to be false or with reckless disregard as to its truth or falsity concerning the qualifications or integrity of a judge, adjudicatory officer or public legal officer, in violation of Rule 8.2 of the Illinois Rules of Professional Conduct (2010);
2. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 8.4(c);
3. engaging in conduct that is prejudicial to the administration of justice, in violation of Rule 8.4 (d);
4. presenting, participating in presenting or threatening to present criminal charges to obtain an advantage in a civil matter, in violation of Rule 8.4(g); and
5. engaging in conduct which tends to defeat the administration of justice or to bring the courts or the legal profession into disrepute.

PREHEARING PROCEEDINGS

Numerous issues were raised, and resolved, during the prehearing stage of these proceedings. We leave the prehearing record to speak for itself and address those issues only as needed for purposes of our decision on the charges of misconduct and sanction recommendation.

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THE EVIDENCE

The Administrator presented testimony from Jim Halberg, Peter Schmiedel, Cynthia Farenga, Judge Jane

Louise Stuart, Adam Stern, Ricky Krakow and Respondent. Administrator's Exhibits 1 through 49, and 51 through 53 were admitted into evidence. (Tr. 97-98, 119, 127-34, 457, 1113, 1174, 1844).

Respondent presented testimony from Gloria Jean Sykes, Beverly Cooper, Kenneth A. Cooper, Yolanda Bakken and Kathleen Bakken. Respondent also testified on her own behalf. Testimony from Scott Craig Evans was barred. Respondent's Exhibits A through J, pages 3 and 4 of K and Q were admitted into evidence. (Tr. 135, 141, 1848, 1854).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Administrator must prove the misconduct charged in the Complaint, by clear and convincing evidence. *In re Winthrop*, 219 Ill. 2d 526, 542, 848 N.E.2d 961 (2006). Clear and convincing evidence is a degree of proof which, considering all the evidence, produces a firm and abiding belief it is highly probable that the proposition at issue is true. *Cleary & Graham's Handbook of Illinois Evidence*, sec. 301.6 (9th ed. 2009). Clear and convincing evidence is not as stringent as the criminal standard of proof beyond a reasonable doubt, but requires more than the usual civil standard of a preponderance of the evidence. *Bazydlo v. Volant*, 164 Ill. 2d 207, 213, 647 N.E.2d 273 (1995); *People v. Williams*, 143 Ill. 2d 477, 484, 577 N.E.2d 762 (1990).

Extensive evidence was presented, which included substantial text from the blog which is the subject of these proceedings. We reviewed the evidence as a whole, even though this report discusses only that evidence we considered most relevant to the issues presented.

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Background Facts

The statements at issue concern an adult guardianship proceeding and persons involved in that proceeding. Mary G. Sykes (Mary) was the subject of the proceeding, in the Probate Division of the Circuit Court of Cook County. (Adm. Ex. 1 at 1).

In July 2009, one of Mary's daughters, Carolyn Toerpe, filed a petition seeking to be appointed guardian of Mary's person and estate. Attorney Harvey Waller then represented Toerpe. In this petition, Toerpe alleged Mary, age 90, was disabled due to dementia and memory loss. (Adm. Ex. 1 at 1). Multiple doctors had diagnosed Mary with dementia and considered her incapable of making her own personal and financial decisions. (Tr. 586, 859).

Shortly after Toerpe's petition was filed, the court appointed attorney Cynthia Farenga to act as guardian ad litem (GAL) for Mary. On August 26, 2009, the court appointed attorney Adam Stern special GAL. (Adm. Ex. 1 at 2, 3). Both Stern and Farenga acted as GALs for Mary thereafter. (Tr. 797-98, 1022). The role of the GAL is to provide information to the court, assist the court in making a proper decision in the case, and represent the alleged disabled person's best interests. While the GAL does not advocate for the alleged disabled person's wishes, the GAL does inform the court of the person's wishes in relation to the guardianship. (Tr. 582, 795-96, 955). Farenga testified Mary never told her Mary wanted a lawyer. (Tr. 882).

There was significant controversy among Mary's relatives, which played out in the probate proceedings and other litigation. Mary's other daughter, Gloria Sykes (Gloria), filed counter-petitions which, while alleging Mary was disabled due to dementia, sought to have someone other than Toerpe appointed guardian. Numerous issues were raised in the probate proceedings. The court's jurisdiction was challenged, multiple times, based on the sufficiency of the notice given to Mary and her sisters of the guardianship proceedings. Those challenges were

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unsuccessful, despite multiple appeals by Gloria. Gloria attended court on multiple occasions, as did other relatives. (Tr. 403-405, 584, 602-606, 737, 815; Adm. Ex. 1 at 3, 4, 5). Disagreements over visitation with Mary began shortly after the probate case was filed. From the perspective of some relatives, Toerpe was isolating Mary against her will and improperly obstructing efforts to visit with Mary. (Tr. 1187-90, 1249, 1306-1307, 1411-12, 1415-16).

In December 2009, the probate court found Mary incompetent and appointed Toerpe her guardian. Before this order was entered, the court heard evidence as to the respective plans of Toerpe and Gloria for Mary's care and gave relatives, including Gloria, the opportunity to question Toerpe about her care plan. (Tr. 258-59 , 735, 872, 1025, 1426; Adm. Ex. 1 at 8).

After the guardianship order was entered, disputes continued. Attorney Peter Schmiedel began representing Toerpe. Many of the disputes concerned emotionally charged issues. There were ongoing disagreements about the nature and quality of care Mary was receiving. Accusations were made that Toerpe and her husband abused and neglected Mary. Visitation remained an ongoing, contentious issue. Two incidents exemplify the situation. Mary's 84-year-old sister, Yolanda Bakken (Yolanda), described going to Toerpe's home to visit Mary and being shoved by Toerpe and Toerpe's husband. (Tr. 581, 747, 860, 1187-90, 1301, 1313-14, 1318-19, 1353-54, 1411-13, 1416-18). In a separate incident in June 2013, Naperville police were called, by Toerpe or at her request, when Gloria and other persons, including Respondent, went to the assisted living facility where Mary was residing. (Tr. 461, 464, 1073-1077).

As noted above, the family was involved in other litigation. That litigation included actions to partition a joint tenancy between Mary and Gloria as to one house and to evict Gloria from another house, owned by a trust of which Toerpe was trustee. (Tr. 595-96, 1603-1604; Adm. Ex. 39 at 8). In addition, in June 2009, Mary had accused Toerpe of financially exploiting

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her and filed a petition for an order of protection. Some of Mary's relatives believed Toerpe's petition for guardianship was filed in response to the petition for order of protection. (Tr. 490-91, 1337).

There was also controversy concerning another lawsuit (the Lumbermen's case). The Lumbermen's case involved the house Mary and Gloria owned in joint tenancy (the brown house). Gloria, who had been living in the brown house, alleged she contracted cancer due to conditions in the home. The brown house had been seriously damaged by mold. The trust owned Mary's home (the white house). In August 2002, Gloria had moved into the white house and was living there with Mary. Gloria described a very close relationship between herself and Mary. (Tr. 482-86, 589-90, 595).

The Lumbermen's case settled in October 2008, for approximately $1.3 million. Of that amount, approximately $700,000 was to be paid to Mary and Gloria. In October 2008, Mary executed a document (the Apportionment Agreement), which purportedly relinquished her interests in the Lumbermen's settlement to Gloria. Respondent notarized Mary's signature on the Apportionment Agreement. (Tr. 264, 280-83, 587, 591-92). Conflicting evidence was presented as to whether or not Respondent had any further involvement in the Lumbermen's case or with the Apportionment Agreement. (Tr. 264-65, 800).

In the probate proceedings, issues were raised as to Mary's mental capacity to execute the Apportionment Agreement and what, if any, portion of the Lumbermen's settlement proceeds might belong to Mary. In November 2009, the probate court entered an order freezing assets in an account held by Gloria, until these issues could be resolved. Additional issues were raised as to the manner in which Gloria had handled settlement proceeds, her compliance with court orders and whether Gloria owed Mary any additional sums for the mortgage. These matters

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became the subject of significant controversy. In 2013, after a contested evidentiary hearing, the probate court found Mary lacked the mental capacity to execute the Apportionment Agreement and set that agreement aside. However, the court still had to determine how much of the proceeds belonged to Mary. (Tr. 587-96, 680-83, 800-802, 810-13, 818).

Respondent had attempted to file her appearance for Gloria in the probate case, in November 2009. (Tr. 255). Prior counsel had withdrawn. (Tr. 1684; Adm. Ex. 1 at 5). The GALs objected, on the grounds Respondent might be called as a witness, particularly as to Mary's mental capacity to execute the Apportionment Agreement. On December 7, 2009, the probate court issued an order disqualifying Respondent. (Tr. 261, 799-803, 1023-25; Adm. Ex. 1 at 7-8).

Respondent is not charged with any misconduct in relation to notarizing the Apportionment Agreement. We draw no negative inference from the fact that she did so.

We also express no opinion on the merits of the positions of differing factions in the Sykes family. Those issues are well beyond the scope of this proceeding. The case before us involves Respondent's conduct, not the propriety of decisions reached in any other proceedings.

I. Respondent is charged with making a statement she knew was false or with reckless disregard for its truth or falsity concerning the qualifications or integrity of a judge, adjudicatory officer or public legal officer in violation of Rule 8.2 of the Illinois Rules of Professional Conduct (2010) and engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 8.4(c) of the Rules.

A. Evidence Considered

Beginning in November 2011, Respondent wrote and administered an Internet blog about the Sykes case. The blog consists of a series of writings, by various persons, including Respondent. Respondent made numerous blog posts over time. Some of those writings concern probate court and the probate system in general. Other writings relate specifically to the Sykes case and persons involved in it. The blog alleges corruption, in probate court in general and the

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Sykes case in particular. For a time, there were two blogs, one of which described itself as "(a)n attorney blog concerning corruption and greed in the Probate Court of Cook County," because Respondent used hosting sites which offered different features. (Tr. 318-19, 606-610, 820-21, 1026-28, 1647; Adm. Exs. 17-32, 34-49). For simplicity, we designate them as the blog.

Respondent testified she produced the blog as a private person not as an attorney. (Tr. 384). Respondent also testified her knowledge and skill as an attorney was required to post and author the statements on the blog. (Tr. 410). On the blog, Respondent stated she published the blog primarily from a legal standpoint and it took an attorney to make the comments appearing on the blog. (Tr. 411-12). When Respondent began keeping track of time she spent on the blog, she calculated its value using her hourly rate as an attorney. (Tr. 410; Adm. Ex. 17 at 20). As admitted in Respondent's Summary, the blog was open to the public. Respondent estimated, by the time of the hearing, her blog had an audience of about 40,000. (Tr. 318).

The blog includes allegations of wrongdoing by specific individuals involved in the Sykes case. (Tr. 608-610 , 821, 1026-28). These allegations are summarized in a "Table of Torts." While those persons are referenced by initials, the Table identifies the persons to whom the initials refer. Respondent prepared the Table of Torts. Because Respondent periodically added material to the Table of Torts, more than one version is in evidence. Respondent acknowledged the exhibits fairly represent snapshots of the Table of Torts. (Tr. 288-91, 303, 1594-95, 1611-14; Adm. Exs. 33, 34).

On the blog, Respondent described the Table of Torts as "TEN PAGES of questionable behavior, corruption, misfeasance, malfeasance, perpetration of misdemeanors and felonies," occurring in the Sykes case, (Adm. Ex. 24 at 16), and as a "Summary of the Case! - 90%+ of the wrongful conduct all in one convenient place." (Adm. Ex. 21 at 10). We begin, therefore, with

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the Table of Torts, for the purpose of providing an overview of the blog and context for the statements with which Respondent is charged.

The Table of Torts lists various acts, which allegedly occurred beginning in 2009 and continuing into 2012. Those acts suggest: a guardian was appointed even though Mary did not want or need one, Toerpe was appointed and allowed to remain guardian even though she had stolen from Mary and did not take proper care of Mary, the GALs and probate court ignored these circumstances as well as objections from Mary's family, intimidation tactics were used and judges took action even though they knew they did not have authority. (Adm. Ex. 33). The following statements exemplify the content of the Table of Torts:

> Probate court finds Mary G incompetent DESPITE numerous videos on internet showing a confident, clear thinking woman who knows she wants to live at home ? (and) be cared for by Gloria, her daughter who supported her for 11+ years. When Mary was in court, twice she tried to ask the judge to object and get an attorney. Judge Connors refused to let her say anything. (The GALs), who stand to benefit from declaring Mary incompetent, keep on saying that Mary does not object? (*Id.* at 3).
>
> Dr. Rabin and Dr. Amdur sign off on medical reports?that Mary is incompetent, yet they know that she suffers from conditions that would affect cognitive ability testing?No CBC or BSL test is performed prior to cognitive testing?.No depositions or discovery is allowed by Gloria. The GAL's [sic] turn a deaf ear to this. (*Id.* at 4).
>
> (Toerpe) removes money from Mary G's local bank. Mary G?discovers this and has a fit. Contacts attorney on her own, files Petition for Protective Order?.
>
> (GALs and probate court are) made aware of theft of money but fail to investigate?.(GALs) know that (Toerpe) is the Respondent in a Petition for a Protective Order involving theft of assets from Mary G and do nothing about it. When it is mentioned to the (probate court) judge, ignores it?. (GALs) willfully, wantonly and recklessly aide [sic] and abet the filing and granting of (Toerpe's petition for plenary guardianship). (*Id.* at 1).
>
> (Toerpe) keeps Mary in near isolation? (*Id.* at 2). ? Mary stays at (Toerpe's) and contracts an infection but is not provided medical care. She loses 10% of her body weight and cannot swallow?.Mary G was also severely dehydrated and near hospitalization. This is reported to the court, the GAL's [sic] and they ignore the abuse/neglect. (*Id.* at 9).

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> Family members complain bitterly about missing gold coins and cash missing?.(This is reported to GALs) and no investigation is made?The GAL's [sic] turn a blind eye. (*Id.* at 2).
>
> The (probate court) denies (Gloria's) repeated requests for discovery? (and) ? strikes all of Gloria's Pro Se pleadings? (*Id.* at 2)?.
>
> Documents are filed with the court which are not read. (*Id.* at 7).

> (GALs) obtain a court order to freeze Gloria's funds?ALL her accounts are frozen- not just the ones in the order, leaving her penniless on a Friday afternoon. (GALs and Waller) are immediately contacted, but do nothing. (*Id.* at 3).
>
> (Toerpe) shuts off Gloria's gas in her home ? (Schmiedel and) ?Chase, the mortgage holder on Gloria's property? 'secure' the property-by bashing out interior walls, disconnecting security cameras, throwing rooms full of furniture into the snow? (GALs) stand by, watch the felonious behavior and do not file a Petition to Remove (Toerpe) ?. Clearly someone desperately wants Gloria gone and intimidation is one (albeit illegal) avenue. (*Id.* at 5).
>
> (The GALs) file a bogus ARDC complaint against (Respondent)? (The probate court asked Respondent) ?you don't want to lose your law license, do you?' (*Id.* at 6).
>
> At the time of the hearing on Dec. 10, 2009, neither (of Mary's sisters) received the proper Soldini [sic] notices advising them of their rights to object to the guardianship itself, object to appoint (Toerpe) as a guardian; remove the Guardian for improper behavior?(*Id.* at 4).
>
> (In dealing with the Lumbermen's proceeds, despite alleged procedural irregularities), Judge Connors says she does not have to follow Illinois law of judgments and that she can set aside any order in any court at any time. Since the limitations period has run, the funds should be immediately unfrozen by the GAL's. The GAL's [sic] stand by and do nothing. (*Id.* at 6).

The Table of Torts also contains statements, which are among those set out in the Complaint to support the charges of misconduct. Those statements are as follows:

> (The GALs, Toerpe, Waller and Schmiedel) stand to benefit handsomely by declaring Mary incompetent, evicting Gloria, selling her home - all against her wishes. The court does not stop this greed and evil?.
>
> In scary shades of Greylord revisited, (Respondent) notices that (the GALs) are walking the hallways in the judges' private areas BEHIND the court room ?unescorted trips to the judges' private area is a sure fire indicator of corruption?

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> Additional torts. It should be noted that because the Probate case involving Mary is without subject matter jurisdiction, the court and the GAL's actions were ultra vires or without any authority. Hence, Judge Stuart's chaining of Gloria to tell all about her bank accounts was false imprisonment. Further, (the GALs and Toerpe) sent numerous pleadings by USPS and via the internet, and those would constitute mail fraud, wire fraud (comcast [sic] is a wired service) and cyber fraud. Thanks to (Ditkowsky) for pointing this out.

(Adm. Ex. 33 at 7; Adm. Ex. 34 at 42, 44) (Table of Torts post).[1]

Operation Greylord was a federal investigation of widespread corruption in the Cook County court system. As a result of Operation Greylord, numerous attorneys and judges were charged with, and convicted of, federal crimes. The crimes typically involved attorneys bribing judges to whom their cases were assigned, to obtain a favorable result. (Tr. 641, 775, 1607).

The Complaint identifies ten specific blog posts, made between April 19, 2012 and August 21, 2012, to support the allegations of misconduct. Respondent admitted the Complaint accurately stated these blog posts. (Tr. 333-34).[2] Posts on the blog from some of those dates include submissions attributed to persons other

than Respondent. However, as to all of the specific language charged in the Complaint, either Respondent admitted authoring the language (Tr. 341, 853, 867-68, 1541, 1553, 1570-71, 1573-74, 1594, 1620) or way the language appears on the blog, *e.g.* above Respondent's name, indicates she did so. (Adm. Ex. 22 at 4-5, 11; Adm. Ex. 23 at 7; Adm. Ex. 24 at 2; Adm. Ex. 25 at 1-2; Adm. Ex. 26 at 18-19). The posts specifically identified in the Complaint are set out below.

The first post is from an entry on April 19, 2012, which suggests Mary had a large estate but "has been fleeced of her home, about a million in gold coins?as well as other property the family can and would verify if given a chance." (Adm. Ex. 22 at 5). The language at issue appears in the context of statements that Respondent and Ditkowsky have been working on the blog, in an effort to inform others of the situation involving Mary. The charged language reads:

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> those attorneys who will churn fees at hundreds of dollars per hour-want us silenced. They apparently have a lot of clout in Probate and even with the ARDC?
>
> And I would like to note (JMD) that if you follow the money trail, it leads directly to the Plenary Guardian, the GAL's [sic] Adam Stern and Cynthia Farenga, and the Guardian's attorney's [sic] Harvey Waller and Peter Schmeidel/Dorothy Soehlig!

(Adm. Ex. 22 at 4-5) (Apr. 19 post).

Schmiedel has a colleague named Deborah Soehlig. (Tr. 616). Respondent's initials are JMD.

The second post is an entry on April 25, 2012. After referencing a separate case which, allegedly, included circumstances like those in the Sykes case, the charged language stated: "(a)s in the Sykes case, currently the GAL is adding other attorneys to the case to outlawyer the daughter and churn the feeding frenzy [sic] - all with court connected lawyers." (Adm. Ex. 22 at 8-9; Adm. Ex. 39 at 10-11) (Apr. 25 post).

The third post (the Black post) is dated April 28, 2012. This entry purports to be from a facsimile transmission to Lea Black, the attorney who initially represented the Administrator in these proceedings. (Tr. 347-48; Adm. Ex. 22 at 11). In the Black post, Respondent referred to the Sykes case and stated there was a clear pattern "to exclude, snub, snob and ignore any pleading that Gloria filed," while granting, "anything offered either orally or by mere hint of suggestion by the tortfeasors," Stern, Farenga and Schmiedel, "without findings, no hearing, no discussion, and often without any written Motion or Notice of Motion." (Tr. 352; Adm. Ex. 22 at 11). The Black post continued with the following language:

> Isn't this the classic case of corruption?...
>
> The judge in the Probate Court declared in August of 2011 she did not have to follow court rules or Illinois Statutes pertaining to Civil Procedure in Court-she was exempt. Then she grants this privilege to the court officer miscreants-and now it is clear for the world to see this is a continuing pattern, ala Dorothy Brown

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> who has finally provided some meager form of computerization to the Circuit Courts.
>
> Why aren't the Circuit Courts of Cook County computerized when the federal courts have been computerized since 200? 1) a thousand incompetent and computer illiterate patronage workers would have to be fired in a single day ? and 2) politically connected judges and their

> puppet attorneys (the GAL's [sic]) would be exposed for what they are: money grubbing, family strife churning leeches that create nothing but pain and misery in a family while swiping free parking money out of a well funded estate.

(Adm. Ex. 22 at 11).

The fourth post is dated May 24, 2012. To put the charged language in context, the blog post from that date began with the heading, authored by Respondent: "(f)rom Ken Ditkowsky - Reasons for a number of agencies to get involved and investigate." (Tr. 1573; Adm. Ex. 23 at 7). Text followed, apparently authored by Ditkowsky, which complained of the manner in which Mary was found incompetent, called for an investigation and stated the determination Mary was incompetent was "a foregone conclusion orchestrated by an agreement" between the GALs and the guardian's attorney. (Adm. Ex. 23 at 7). This theme continued in text posted by Respondent, which included comments that honest attorneys, "the ones not making a profit from corruption," who report their suspicions of theft by "the court and the authorities," become the subject of groundless complaints, while "the miscreants dance away with impunity." (Adm. Ex. 23 at 7). The language charged in the Complaint was part of the text Respondent posted regarding the Sykes case. That language stated: "(a)gain, the entire case was railroaded, the file was peppered with packs of lies, and these lies were rubber stamped by (the GALs) and the Probate Court in a ?done deal.' Scary." (Adm. Ex. 23 at 7) (May 24 post).

The fifth post, from June 1, 2012, asserted a transcript, to which the blog provided a link, shows Judge Stuart side stepping the major issues in the case. (Adm. Ex. 24 at 1). The language

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at issue appeared in one of three postscripts, following Respondent's name at the conclusion of the post. That language read:

> ?from this transcript, it is clear the judge is talking to the miscreant attys in the hallway, Scott and Gloria always see them coming from behind the judge's private areas, and it is clear that the court is being spoonfed BS law by atty miscreants rather than having to actually read cases and make decisions based upon briefing schedules.

(Adm. Ex. 24 at 2) (June 1 post).

The sixth post, from July 7, 2012, consisted of a letter from Respondent to Kevin Connelly at the Office of the Sheriff, Circuit Court of Cook County. In this letter Respondent suggested corruption in the Sykes case for multiple reasons, including lack of jurisdiction, the court and GALs acting without authority and documents missing from the court file. Respondent also suggested corruption was the reason she was not permitted to use a laptop in probate court, particularly in relation to the Sykes case. The letter stated "(a)ny day now this will blow and it may well create a scandal more far reaching than Greylord." (Adm. Ex. 25 at 2). Respondent's letter included the statements at issue, *i.e.*:

> I am an attorney running a blog on http://www.marygsykes.com/, which appears to be a very corrupt case, with corruption reaching to the highest levels, including the ARDC?.
>
> So, just let me know if you are on the side of cleaning up the courts or if you are a SOP patronage worker that fears every day to be thrown under the bus for whistleblowing. You get a choice today. I think Judge Evans made his choice. Too bad it's now permanently on the internet tagged under "corruption."

(Adm. Ex. 25 at 1-2) (Connelly post).

The seventh post was language from the Table of Torts. The language charged is the language contained in the Table of Torts post, set out above.

The eighth item charged involved a document posted on the blog which purported to be a motion by Farenga to dismiss the Sykes probate case for lack of jurisdiction (motion to dismiss

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post). The motion listed Farenga as the preparer. This post included a notice, suggesting Farenga intended to present the motion to the court. (Adm. Ex. 26 at 15-17). Farenga did not prepare these documents, which were contrary to her position in the Sykes case, or authorize their preparation. Respondent prepared these documents. (Tr. 850-54. 867-68).

The ninth post charged consisted of a facsimile transmission of correspondence from Respondent to Diane Saltoun, at the office of the Illinois Attorney General. The blog stated Respondent's fax to Saltoun was accompanied by her "famous" Table of Torts. (Adm. Ex. 25 at 12). In her correspondence, Respondent stated:

> (w)hile the above case has a long, long history, much of which is documented on a blog to be found at www.marygsykes.com, the reality of the situation is that this probate proceeding boils down to garden variety theft, embezzlement, malpractice and malfeasance by attorneys and the court?
>
> Please look at the attached and all the information I will fax you shortly. This is a case that could be bigger than Greylord-what is being done to deprive grandma and grandpa of their civil rights and how the Probate court (routinely) operates.

(Adm. Ex. 25 at 12-13) (Saltoun post).

The tenth post was an entry from August 21, 2012, entitled "(a)ltered court orders, fabricating attorneys, the sage continues." After referring to orders in the probate case, with links to two of those orders, the language charged appeared. That language read:

> (n)othing like the time honored true fashion of if you don't like what the order said when the parties agreed, just get the judge behind closed doors and get her to alter it. And do it messily and have two ?entered' stamps on it.
>
> Even a grammar school child can forge a parental note with more skill and care than the minimal amount which was taken in this matter to cover up the tracks of their torts by these bumbling miscreants!

(Adm. Ex. 26 at 18-19) (Aug. 21, 2012 post).

Respondent's blog contained a disclaimer. The disclaimer identified the authors as "lawyers trying to make a difference to make things better for grandma and grandpa." (Adm.

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Ex. 17 at 2). Respondent relied on the disclaimer, which, from her perspective, made it clear the blog was not a full or accurate record of the proceedings, but a place where commentary, facts and opinions were stated. (Tr. 303, 1531-32). The disclaimer suggested statements on the blog were statements of opinion and directed the reader where to go for "accurate details." (Adm. Ex. 17 at 2-3). The disclaimer also stated:

> Sorry, but portions of this blog have to be entertaining so we can get the word out?. There is most certainly a great deal of (stinging) truth in it, esp. for the GAL's [sic], the probate court and a society that ignores (thereby condoning) the sleazy world of probate, and in particular the 18th floor of the Daley Center in Chicago, but everyone needs to understand, these are not pleadings, there is no Motion, Response and Reply set by any court, together with extended legal argument recorded by a court reporter and subject to a Motion to Reconsider if errors or new evidence is found. So don't' take it that way. Like a good reporter, do your own due diligence and check with the sources first.

(Adm. Ex. 17 at 3).

The blog also suggested statements on it were truthful. Specifically, the blog stated, as its mottos, "'(s)unlight is the best disinfectant'" and "'if the truth can destroy something, then it deserves to be destroyed.'" (Adm. Ex. 17 at 1).

Farenga is an attorney, licensed to practice law in Illinois in 1979. Stern is an attorney, licensed to practice law in Illinois in 1994. Each is in private practice and very experienced in guardianship and probate matters. Neither Farenga nor Stern had encountered Respondent prior to the Sykes case. (Tr. 794-800, 1019-1024).

Schmiedel is an attorney, licensed to practice law in Illinois in 1974. Schmiedel has extensive experience in guardianship and probate matters. Schmiedel became involved in the Sykes probate case in early 2010, as attorney for Toerpe. (Tr. 579-81, 587).

Cook County Circuit Judge Jane Louise Stuart was elected as a judge in 1996. She described extensive experience. Judge Stuart has presided over the Sykes probate case since late 2010. By that time, Mary had already been found disabled. (Tr. 942-45).

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Normally, only one GAL is appointed in a case. Farenga and Stern testified a second GAL was appointed for Mary because, early in the proceedings, there was a court date which Farenga could not attend. Both remained on at the request of the judge because it appeared, early on, the case would be very time-consuming. (Tr. 798-99, 946-48, 1022; Adm. Ex. 1 at 3).

Mary's estate was not large, and funds were needed for Mary's care. (Tr. 629, 816-17, 838). The trust, which had owned the white house, contained some money, since the house had been sold. The trust was an entity separate from the probate estate. (Tr. 619-20). The probate estate's anticipated annual receipts were $13,000. Early in the probate proceedings, Toerpe and Gloria each suggested Mary had limited means and did not own substantial personal property. (Tr. 807-808, 872; Adm. Ex. 1 at 1, 5, 6). Judge Stuart, Farenga and Stern testified, to the best of their knowledge, the only assets in Mary's estate consisted of her claim to a portion of the Lumbermen's proceeds and her interest in the brown house. While $150,000 to 200,000 remained from the Lumbermen's settlement, the court had not determined what, if any, of that amount belonged to Mary. Mary's net equity in the brown house was not significant, as that property was jointly owned, subject to a mortgage and heavily damaged by mold. (Tr. 588, 593, 818-19, 952-53, 960-61, 1034).

None of the petitions for guardianship mentioned gold coins. (Tr. 869-70; Adm. Ex. 1 at 1, 5, 6). Farenga testified Ditkowsky, not Gloria, first raised the issue of gold coins and the amount changed continuously. (Tr. 870-72). Judge Stuart testified the issue was addressed in court multiple times. According to testimony from Farenga, Stern and Judge Stuart, even though they inquired, they were never presented with specific information or any real evidence showing Mary's estate included gold coins. (Tr. 884, 957-59, 971-74, 1049-1050). Schmiedel testified no such coins exited. (Tr. 642).

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Farenga and Stern each had spent hundreds of hours on Mary's matter, for which they had not been compensated. They did not expect to ever be paid in full, since Mary's estate was of limited value and any funds would be needed for Mary's own future care. Each testified they had not received any money from the estate. The only money either of them had received was approximately $16,000, which was far less than the value of the time they had spent. While that payment was not court approved, it was paid by the trust, not the estate, so court approval was not required. (Tr. 815-20, 1029-31). Farenga and Stern had not filed fee petitions. Judge Stuart likewise testified no money had been paid to the GALs from the estate. (Tr. 959-60).[3] Judge Stuart testified, other than the salary she received as a judge, she had not received any benefit from the Sykes case. (Tr. 961-62).

Schmiedel estimated his firm had provided legal services worth $200,000 in the probate case and related cases. Schmiedel testified the only money he received in the Sykes matter was court-approved fees of $12,500 from Mary's estate and modest additional fees from the trust, which paid Schmiedel for work relating to the sale of the white house. (Tr. 619-20).

Farenga, Stern and Schmiedel were each asked about numerous specific blog posts and specific allegations of wrongdoing in relation to the Sykes case. In each instance, they testified the allegations were not true. Those allegations included churning fees, receiving improper payments, bribing judges, financially exploiting Mary, stealing from Mary's estate, *ex parte* communications with judges to fix the case and altering court orders. None had been in the area of the judges' chambers in relation to this case. Schmiedel's testimony indicated there were legitimate reasons for an attorney to be in the area of chambers; for example, one probate judge conducts mediations in chambers. (Tr. 610, 618-42, 646-50, 775-80, 821, 824-43, 846-50, 854-59, 1028-41).

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Judge Stuart testified everything concerning the Sykes matter was handled in open court. Judge Stuart testified she ruled based on the evidence and was not part of any conspiracy to rule in a specific way. While she typically receives a draft order from an attorney involved in a case, Judge Stuart testified, if the draft did not conform to her ruling, she modified the draft before entering her order. Judge Stuart was asked about, and denied, specific allegations of wrongdoing, including bribery, *ex parte* communications, financial exploitation of Mary and having any personal interest in the Sykes case. (Tr. 959-71).

The blog's allegation that the probate judge stated she did not have to follow procedures involved the fact that the probate court addressed issues concerning the Lumbermen's proceeds after the normal deadline for challenging a final judgment. However, the issues presented to the probate court concerned Mary's capacity to sign the Apportionment Agreement, *i.e.*, the validity of the contract between Mary and Gloria, not the Lumbermen's judgment. (Tr. 588, 680-83, 800-802, 948-49, 1567-68).

In relation to the allegations of coercion against Gloria, the probate court had entered an order freezing the remaining proceeds from the Lumbermen's settlement, until ownership of the funds could be determined. According to Judge Stuart's testimony, when it appeared the funds had been disbursed, Gloria was questioned several times, but claimed not to know the whereabouts of the money. Judge Stuart testified she had her deputies take Gloria to a quiet place, to contemplate whether or not to inform the court where the funds had been deposited. Judge Stuart testified Gloria returned with information three or four minutes later. (Tr. 950-53). Judge Stuart testified she did not direct her deputies to handcuff Gloria and, at the time, was not aware that had occurred. (Tr. 1008-1009). Farenga testified she was not involved in any allegedly overbroad implementation of the order freezing Gloria's account. (Tr. 891-92, 896-

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97). Schmiedel denied being involved in termination of gas service to Gloria, damage to her home or

removal of her furniture. (Tr. 752-55).

Respondent testified she made statements on the blog based on her knowledge of the case and discussions with others. Respondent had attended court proceedings in the probate case and reviewed pleadings and transcripts. She had spoken with family members, including Gloria and Mary's niece, Kathleen Bakken (Kathleen), as well as Gloria's former attorney. Gloria's former attorney had stated he thought the Sykes case was being railroaded and told Respondent, when he asked for discovery, the judge asked why he would want it. Given those discussions, Respondent considered the procedures in the Sykes case highly unusual and the case very corrupt. (Tr. 285, 1349-50, 1571-72, 1582-83, 1588-89, 1600, 1684, 1687-89). Respondent testified she had also received numerous complaints from people dissatisfied with the probate system in general. (Tr. 1531). Respondent testified, when she made the blog posts, she believed her statements were accurate. Respondent testified she never put an entry on her blog which she knew was not true or with reckless disregard for its truth or falsity. (Tr. 300-304, 361-62, 1672, 1675).

Respondent testified, when she was in court, she observed the judge rolling her eyes, cutting Gloria off and telling Gloria to be quiet. Respondent stated a number of orders were entered without a briefing schedule or after pleadings from Gloria had been stricken. Respondent described one occasion, on which she based the claim the GALs and Schmiedel fabricated orders, in which a draft order was prepared, which Respondent and Gloria saw, but the order entered did not match the draft. The alteration involved the inclusion of language stating a motion relating to jurisdiction was being denied, because it had been presented many times in the past. Respondent testified, on one occasion when she was present, she observed the attorneys

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going into the area of the judges' chambers. (Tr. 1554, 1574-79, 1628-31). Respondent testified many pleadings were missing when she reviewed the court file. (Tr. 1569-70).

Respondent testified she thought she had sufficient information to believe there were improper activities, like those in Greylord, based on her review of the court file. According to Respondent, attorneys had billed for many services, and those bills were approved by the court, but the services were not rendered. While no cash had changed hands, Respondent believed theft had occurred because cash and gold coins were missing. (Tr. 1699-1702).

Respondent testified, in stating certain persons stood to benefit from declaring Mary incompetent and evicting Gloria, she meant they would get substantial fees, which would be taken from sale of Mary's and Gloria's home. Respondent stated her reference to churning fees was based on the fact two GALs were appointed and her view the GALs spent a lot of time on matters inappropriately. It was unusual to have two GALs, although Respondent acknowledged Gloria's litigiousness had played a role in the court's decision to appoint two GALs. (Tr. 1539, 1596-97, 1602-1604). To the best of Respondent's knowledge, the GALs had not yet been paid through Mary's estate. (Tr. 346).

According to Respondent, some of her accusations flowed from the underlying theory that the court lacked jurisdiction and, as a result, none of its actions were legitimate. (Tr. 1616, 1621-28). Other allegations arose from Respondent's disagreement with specific actions by the court, such as the order freezing Gloria's accounts and the decision to address issues concerning the Lumbermen's settlement. (Tr. 1554-55, 1559, 1567-68).

In describing her efforts to verify her allegations, Respondent testified she reviewed the court file and spoke with as many people as possible. Respondent testified she had spoken with Kathleen and with Mary's sister, Yolanda Bakken (Yolanda) about allegations of missing cash

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and gold coins. Respondent had contacted a coin shop where she believed such coins might have been purchased; Respondent had not obtained any real information from the shop. (Tr. 1676-77, 1681-82). Respondent identified a number of additional steps she took to investigate. According to Respondent's testimony, some of those steps were still in progress, such as investigating the size of Farenga's mortgage, which Respondent considered to be disproportionately large. In other instances, Respondent had taken the actions only recently, such as having an investigator run background checks. Respondent stated she checked property records, particularly for judges, which Respondent described as raising some questionable issues. (Tr. 1722-28, 1731-46). In relation to the size of Farenga's mortgage and various property transfers in which Farenga's husband had been involved, Respondent testified she had not yet been able to conclude there had been any wrongdoing or criminal conduct. (Tr. 1738-39). Respondent also testified she had not found any suspect mortgage issues involving the judges in the Sykes matter. (Tr. 1740-41).

In relation to the Connelly post, Respondent considered it highly improper that she was not permitted to blog during the Sykes probate proceedings. (Tr. 1584-88). Respondent testified she wrote to Connelly to seek his assistance in letting her use her laptop, so she could blog and thereby, in her view, help clean up corruption. (Tr. 1590-92). In asserting corruption had reached the highest levels, including the ARDC, Respondent testified she meant numerous complaints had been filed with the ARDC but did not receive responses Respondent considered appropriate. (Tr. 1589). The Connelly post included a comment that Cook County Chief Judge Timothy Evans was permanently tagged under corruption. Respondent described an internet tag as an index feature which allows people to find a particular post or brings people to the blog who might be interested in its contents. She testified other blogs concerning probate used corruption as a tag. (Tr. 1592, 1813, 1820-22).

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Gloria testified, beginning in 2009, she and Respondent had numerous discussions about corruption in the probate court of Cook County. Gloria testified she told Respondent, in the probate division, it appeared there was a cottage industry of attorneys, the court ignored applicable statutes and there was lawlessness and discrimination. (Tr. 517-18, 521, 524).[4]

Yolanda testified the probate judge ignored her and Gloria, the GALs and the court had not really listened to what was going on, and the GALs had not properly informed the court of the family's concerns about Mary. Yolanda testified, when she tried to inform the court of Toerpe's interference with her efforts to visit with Mary and an ensuing physical altercation, the judge did not permit her to do so and told her it did not matter. Yolanda acknowledged having hearing problems. Yolanda was suspicious, because she did not know where the proceeds from the sale of Mary's house had gone. Yolanda also believed Mary had quite a bit of gold coins. Yolanda provided conflicting testimony as to any discussions she may have had with Respondent about Mary's estate. Yolanda assumed someone had been paying the GALs. Yolanda did not have any information about any fees the GALs may have received or any proof the GALs had stolen from Mary's estate. (Tr. 1184, 1187-89, 1235-37, 1252-56, 1290-1307, 1325).

Kathleen had been at many court hearings and had spoken with Respondent many times about her concerns with Mary's matter. Kathleen testified multiple decisions had been made which differed from what she thought the decisions should have been. Those included the decision to appoint a guardian and the choice of Toerpe as guardian, over objections from other relatives. To Kathleen, it seemed like the guardianship was a "done deal." Kathleen testified no one had listened to Mary or dealt with issues as to the lack of proper service. From Kathleen's perspective, Gloria's position was ignored. She gave examples, including a refusal by Farenga to give the court a document, ostensibly written by Mary, because Farenga believed Gloria had

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dictated the document. That incident was part of the basis on which Respondent relied in alleging impropriety by the court and GALs. Kathleen testified, on some occasions when she was in court, the order

entered did not match what Kathleen had heard. She also testified the GALs covered for Toerpe, did not follow up on matters reported to them, ignored "red flags" and did not fully inform the court of Mary's circumstances. Kathleen gave examples including, but not limited to, the altercation between Yolanda, Toerpe and Toerpe's husband, an incident in which Mary required emergency room treatment due to lack of proper care by Toerpe and alleged inaccuracies in Toerpe's inventory. Kathleen testified Toerpe did not permit other relatives to visit with Mary, even though the court ordered Toerpe to allow such visitation, and the GALs did not inform the court about visitation problems, even though Kathleen told Stern about those problems. (Tr. 1339, 1344-46, 1348-55, 1358-64, 1370-73, 1382-92, 1407-1418).

Kathleen testified it seemed someone was benefitting. (Tr. 1335). The number of people involved and hours billed seemed extreme to her. In Kathleen's view, some proceedings went on longer than they should have, while other things did not get the attention they deserved. She based her view that the judges and GALs had taken money from Mary's estate on the fact that Toerpe had been appointed guardian and given control over Mary's assets. Kathleen did not have evidence, knowledge or information the GALs were taking money or overcharging. Kathleen had not told Respondent she thought probate judges were fixing cases or taking money improperly or that the judges or GALs were engaged in any criminal activity. (Tr. 1350-52, 1355-62, 1407-1408).

B. Analysis and Conclusions

Respondent is charged with violating Rules 8.2 and 8.4(c) due to statements made on her blog. The specific statements on which the charges are based are set out above. Although we referred to some other statements, our findings of misconduct are based solely on those

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statements which were specifically charged in the Complaint. Given the testimony, and the manner in which the statements at issue appeared on the blog, we find Respondent authored all the statements which were specifically charged in the Complaint.

A lawyer shall not make a statement the lawyer knows is false or with reckless disregard as to its truth or falsity concerning the qualifications or integrity of a judge, adjudicatory officer or public legal officer. Ill. Rs. Prof'l Conduct R. 8.2(a). For the reasons stated below, we find the statements at issue impugned the integrity of the judges involved in the Sykes guardianship case, the statements were false and Respondent made the statements with reckless disregard for their truth or falsity. Therefore, the Administrator proved Respondent violated Rule 8.2 as to the statements involving the judges. It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation. Ill. Rs. Prof'l Conduct R. 8.4(c). Having proved Respondent made statements which violated Rule 8.2(a), the Administrator also proved, by making these statements, Respondent engaged in conduct involving dishonesty, in violation of Rule 8.4(c). *In re Ditkowsky*, 2012PR00014, M.R. 26516 (Mar. 14, 2014). We also find, for the reasons stated below, Respondent's statements accused the GALs of serious misconduct, accusations which were false and which Respondent similarly made with reckless disregard for their truth or falsity. While the GALs are not within the scope of Rule 8.2, (*Ditkowsky*, 2012PR00014 (Hearing Bd. at 27)), this provides an additional basis for our finding the Administrator proved Respondent violated Rule 8.4(c).[5]

The statements on which the charges are based, particularly considered as a whole, clearly convey the message that corruption affected the Sykes case and its outcome, with the judges and GALs benefitting, to Mary's detriment. Specifically, the April 19 and April 25 posts accuse the attorneys of churning fees, having clout in probate and being "court-connected."

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According to the April 19 post, "the money trail" leads directly to the GALs and the guardian's attorneys. The Black post suggests the result was pre-ordained, the product of corruption, a one-sided decision made by a court which did not consider itself bound by the rules. This theme continues in the May 24 post, according to which the case was railroaded and the decision was a "done deal," with the court and GALs rubber stamping lies placed before them. The June 1 post suggests *ex parte* communication with the court, resulting in improper, biased decision making. The August 21 post reiterates this theme, suggesting the attorneys got the judge "behind closed doors" and had her change court orders to better suit their position.

The term "corruption" appears repeatedly in the statements at issue. Corruption implies dishonest or illegal behavior, such as taking bribes. Webster's New World Dictionary and Thesaurus 140 (2d ed. 2002). This meaning is clear from Respondent's statements, particularly when the statements at issue are considered as a whole. Respondent's repeated references to Greylord in the charged statements remove any possible doubt as to the intended message. Operation Greylord was a wide-reaching federal investigation of judicial corruption in Chicago. *Bracy v. Gramley*, 520 U.S. 899, 901, 117 S.Ct. 1793 (1997). As Respondent's testimony demonstrates she knew, Greylord uncovered extensive corruption in the local court system, including bribes being paid to multiple judges to obtain favorable results in pending cases. *See Guest v. McCann*, 474 F.3d 926, 929 (7th Cir. 2007). The statements at issue suggest the same thing was happening in the Sykes case. Respondent further alleges illegal behavior in the Saltoun post, in which Respondent explicitly states theft and embezzlement are occurring in the Sykes case.

The statements at issue, particularly considered as a whole, clearly impugn the integrity of the judges and attorneys in the Sykes probate case. Respondent's statements create an

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impression that Mary was found disabled without supporting evidence, by a rogue court acting without jurisdiction, which did not analyze the facts or apply the applicable law and made decisions to accommodate others based on favoritism and payoffs. Respondent's statements likewise suggest the GALs were not doing their jobs and not protecting Mary's well-being, even though they were told of circumstances which should have caused them to challenge the appointment of a guardian in general and the choice of Toerpe in particular, acting in this manner because they had been paid off and were receiving grossly excessive fees. Comments such as "follow the money trail," references to Greylord and allegations that substantial assets were missing from Mary's estate, clearly infer that money was taken from Mary's estate and used to pay off the GALs and the court. Respondent's statements imply the GALs were paid off to look the other way and do nothing, and the court was paid off to rubber-stamp the guardianship and appointment of Toerpe, regardless of the detriment to Mary.

Based on the evidence, we find such suggestions false. Judge Stuart, Farenga, Stern and Schmiedel all impressed us as credible witnesses. Given their testimony, we conclude no bribes were offered to or accepted by the judges or GALs and no improper benefits were received, by the judges or GALs. The testimony of these witnesses also convinced us there were no improper *ex parte* communications, improper altering of court orders or any other dishonest conduct in relation to the Sykes case. There was also no indication the judges or the GALs made decisions or adjusted their conduct based on dishonest or unethical factors.

The fact that some persons involved in the Sykes guardianship, for example, the judge who found Mary disabled, did not testify does not change our conclusion. Judges are presumed to be impartial, and allegations of deliberate corruption by a court are presumed false. *In re Amu*, 2011PR00106, M.R. 26545 (May 16, 2014).

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The fact Respondent's statements were false does not conclude our inquiry. We must also consider whether Respondent made the statements knowing they were false or with reckless disregard for their truth or falsity.

This is the state of mind Rule 8.2(a) expressly requires. This is also the state of mind required for the charges of misconduct, under Rule 8.2 or 8.4(c), to pass constitutional muster. *In re Zurek*, 99 CH 45, M.R. 18164 (Sept. 19, 2002); *In re Palmisano*, 92 CH 109, M.R. 10116 (May 19, 1994).

Attorneys have certain First Amendment rights. *Zurek*, 99 CH 45 (Review Bd. at 11). Lawyers have a right to criticize the state of the law. *In re Sawyer*, 360 U.S. 622, 631, 79 S.Ct. 1376 (1959). They may also fairly criticize a judge's rulings. *Amu*, 2011PR00106 (Review Bd. at 11). Similarly, there is a public interest in permitting attorneys to make proper complaints of misconduct by judges and other lawyers. *Palmisano*, 92 CH 109 (Review Bd. at 8).

However, baseless and unfounded accusations that a judge is corrupt do not fall within the boundaries of protected speech. *Amu*, 2011PR00106 (Review Bd. at 11-12). The First Amendment does not shield an attorney from professional discipline for making false statements with knowledge of their falsity or reckless disregard for their truth. *In re Hoffman*, 08 SH 65, M.R. 24030 (Sept. 22, 2010). Likewise, First Amendment protections do not apply where an attorney makes scandalous and defamatory accusations that have no basis in fact. *Zurek*, 99 CH 45 (Review Bd. at 11).

Some statements on the blog are matters of opinion or criticisms directed at the state of the law. We do not base our findings of misconduct on any such statements. The statements at issue are statements which impugn the integrity of members of the judiciary and other attorneys.[6]

Respondent testified she believed her statements were true. However, an attorney's subjective belief in the truth of his or her statements is not the critical consideration. *In re*

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Greanias, 01 SH 117, M.R. 19079 (Jan. 20, 2004). A statement made with no reasonable basis in fact is a statement made with reckless disregard for the truth. *In re Harrison*, 06 CH 36, M.R. 22839 (Mar. 16, 2009).

Respondent's accusations of gross improprieties by the judges and GALs in the Sykes probate matter lacked any legitimate factual basis. There simply was no reasonable basis on which Respondent could have believed the probate judges were bribed to reach a specific result in the Sykes case, entered orders based on improper agreements or *ex parte* communications or engaged in similar types of misconduct. Similarly, there was no reasonable basis on which Respondent could have believed the GALs reaped any improper benefits from the Sykes case or were paid to look the other way, while Mary was abused and her estate looted.

According to the testimony presented, the court's decisions were issued based on evidence and argument, not any impropriety. Judge Stuart, Stern, Farenga and Schmiedel all denied any impropriety in relation to the Sykes matter, no bribes, no improper payments, no *ex parte* communications. We found their testimony credible. Respondent did not present any real information to show she had any good faith basis to believe otherwise.

Stern and Farenga each received some funds in relation to the Sykes matter. Each had also performed a significant amount of work. These attorneys had not been compensated for the vast majority of that work. This fact does not indicate dishonesty or malfeasance on their part, nor is it inherently suspect. Instead, particularly after hearing these witnesses testify, we were convinced Farenga and Stern were acting out of concern for Mary and her well-being, and we saw no indication they were taking any funds improperly.

We also found no real evidence Mary had a sizeable estate, from which funds had been, or were being, stolen. The evidence indicated exactly the opposite. Mary's assets consisted of

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an interest in real estate with very limited net value, a still undetermined claim to a portion of settlement proceeds, and minimal income and personal property. Respondent alleged the estate contained much more, including gold coins. The probate court conducted an inquiry, but found no evidence Mary's estate contained gold coins.

Respondent testified she made some efforts to investigate. Respondent's testimony confirms she had not come up with anything to substantiate her suspicions. In fact, Respondent's statements reflected that she had not undertaken any meaningful investigation, prior to making her accusations against the judges and the GALs in the Sykes case.

The Sykes probate case was obviously a contentious legal proceeding. Mary's relatives disagreed vehemently as to her needs and the manner of her care. The disagreement was presented to the court. The court, as it had to do to resolve the issues presented to it, made decisions. Respondent and some of Mary's relatives disagreed with those decisions. We express no opinion on the propriety of any of the rulings in the Sykes case. However, disagreement with a judge's rulings does not provide an attorney with a reasonable basis to allege the judge acted corruptly. *Amu*, 2011PR00106 (Review Bd. at 10). This would be true even if a ruling may have been incorrect. *In re Feldman*, 03 CH 23, M.R. 20132 (May 20, 2005).

We reach a similar conclusion in relation to Respondent's accusations against the GALs. Given the evidence presented, there was no logical or reasonable basis for those accusations. Rather, it appears clear to us that the accusations were made essentially because the GALs did not take positions which aligned with the views of Respondent and Gloria.

Based on the evidence, we found absolutely no rational basis on which Respondent could have believed her allegations of corruption, bribery, Greylord-type activity or the like were true. Therefore, in making such allegations, Respondent acted with reckless disregard for the truth or

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falsity of her statements. *See Amu*, 2011PR00106 (Hearing Bd. at 8) (reckless disregard for the truth is shown where there is no reasonable basis for believing the statement is true).

Respondent suggests she made her comments as a private person, not as an attorney. The facts do not support this theory. At various points, the blog specifically indicates Respondent is an attorney, *e.g.* identifying the authors as "lawyers trying to make a difference to make things better for grandma and grandpa" and stating "it takes an attorney to make those comments?" In addition, Respondent testified it took legal knowledge to post and author the statements on the blog. Further, despite her theory that she made her statements solely as a private person, Respondent's public false and baseless accusations of corruption, by specific individuals in relation to a specific case, properly subject her discipline. *Ditkowsky*, 2012PR00014 (Review Bd. at 12).

The blog's disclaimer does not shield Respondent from discipline. Despite the disclaimer, which itself asserts some statements on the blog are true, other portions of the blog suggest statements on the blog are true. The statements with which Respondent was charged clearly accused the judges and GALs of corruption, accusations which were false and lacking in any reasonable basis. The fact that elsewhere on the blog Respondent suggests that readers do further investigation does not alter this reality.

II. Respondent is charged with engaging in conduct that is prejudicial to the administration of justice, in violation of Rule 8.4(d).

A. Evidence Considered

In addition to the evidence in Section I A, we consider the following evidence.

After Respondent was disqualified from representing Gloria in the probate case, Respondent continued to go to court in the probate case. Respondent assisted Gloria during some of those hearings, doing things such as suggesting questions for Gloria to ask. Respondent

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testified she did this as a friend, not as an attorney. However, in Gloria's bankruptcy proceeding, Respondent submitted a claim for fees which included billing for time in the probate matter, after Respondent was disqualified. Respondent and Gloria also continued to communicate via e-mail. (Tr. 283-86, 696, 808-809; Adm. Ex. 15 at 41-74).

Stern testified, even though Gloria was acting pro se in the probate case, much of what she did was taken from the blog. According to Farenga and Stern, the blog posts affected the probate case in that Gloria, with Respondent's support, raised various ancillary issues, which distracted from the real issues in the probate case. Because the parties were dealing with matters raised on the blog, other issues, such as Mary's entitlement to part of the Lumbermen's settlement, remained unresolved for years. (Tr. 859-60, 1041-42). Farenga also testified Respondent's blog posts also created extra work for Farenga, including the need to follow up on the veracity of statements made. (Tr. 924-25).

Schmiedel and Judge Stuart provided similar testimony, stating significant time had been spent dealing with frivolous motions filed by Gloria, which contributed to delays in resolving the case. Schmiedel testified the blog posts adversely affected the probate matter by creating the need to defend against baseless allegations and supporting Gloria in making endless challenges to the jurisdiction of the probate court. Judge Stuart also noted Gloria would bring up issues, particularly jurisdiction, which had previously been decided. Schmiedel testified the blog prompted Gloria to file baseless motions and complaints, in probate court and other courts, and, consequently, created additional work in the courtroom. (Tr. 651, 701-703, 954, 968-69).

B. Analysis and Conclusions

Attorneys may not engage in conduct that is prejudicial to the administration of justice. Ill. Rs. Prof'l Conduct R. 8.4(d). To prove a violation of Rule 8.4(d), the Administrator must prove the administration of justice was actually prejudiced by the attorney's misconduct. *In re*

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Karavidas, 2013 IL 115767, par. 91. A violation of Rule 8.4(d) can be found where the attorney has engaged in misconduct which undermines the judicial process. *Id.* at par. 94. Baseless accusations of corruption against judges and attorneys involved in a pending case tend to interfere with the effective functioning of the judicial process. *See Hoffman*, 08 SH 65 (Review Bd. at 15). Based on the evidence in this case, Respondent's conduct prejudiced the administration of justice, and the Administrator proved Respondent violated Rule 8.4(d).

As set out above, members of the Sykes family disagreed over the guardianship and the appointment of Toerpe. Respondent had been hired to represent Gloria in matters involving Mary, and Respondent attempted to appear on Gloria's behalf in the guardianship case. Although she was disqualified and could not act as counsel of record, Respondent remained clearly aligned with Gloria and continued to act in relation to the Sykes probate case, attending court and advising Gloria. Against that background, Respondent proceeded to make baseless accusations of misconduct by the judges and attorneys involved in the pending probate case and false, unfounded allegations which cast doubt on the validity of those proceedings.

According to the credible testimony of the Administrator's witnesses, as a result of Respondent's false blog posts, the parties in the Sykes case became embroiled over frivolous and ancillary matters. Statements Respondent made on the blog also served to advise Gloria what to do and encourage her to take

unreasonable positions in court, such as the repeated challenges to the court's jurisdiction. The court and counsel spent significant time and effort dealing with topics raised on the blog, investigating the veracity of statements made on the blog and defending against allegations made on the blog. All of this caused undue complications and significant delays in resolving the real issues in the probate case. Based on the evidence, Respondent's misconduct undermined the proceedings in the Sykes case.

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In *Karavidas*, the Court concluded the attorney's conduct did not undermine the administration of justice because Karavidas was not acting as an attorney and was not involved in the judicial process at the time of his misconduct. *Karavidas*, 2013 IL 115767 at par. 97. Karavidas's actions were performed solely in his capacity as executor of his father's estate and the alleged misconduct primarily involved loans Karavidas made to himself from the estate. The Court determined the fact that his conduct eventually became the subject of court proceedings did not suffice to prove Karavidas engaged in conduct prejudicial to the administration of justice. *See Id.* at pars. 90, 96.

There is a significant difference here. For the reasons stated above, even though she was not counsel of record, Respondent continued to be involved in the Sykes probate case and her misconduct directly impacted that case and persons connected with it. Respondent made false and completely unfounded allegations that the judges and attorneys involved in that pending court proceeding were corrupt. Her conduct, unlike that in *Karavidas*, was explicitly directed toward the pending court proceedings.

Karavidas also directs that a complaint must plead specific facts to support a charge under Rule 8.4(d). *Id.* at pars. 72, 97. Based on this principle, in some cases involving unfounded accusations of corruption against judges and other attorneys, the Review Board has reversed findings of conduct prejudicial to the administration of justice. *Ditkowsky*, 2012PR00014 (Review Bd. at 11); *Amu*, 2011PR00106 (Review Bd. at 13). The pleading requirements of *Karavidas*, however, do not preclude finding a violation of Rule 8.4(d) here.

Karavidas is based on the requirement that the complaint sufficiently inform the attorney of the misconduct charged to satisfy due process principles and insure the misconduct charged is misconduct for which professional discipline may be imposed. *Karavidas*, 2013 IL 115767 at pars.

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73, 103. In *Karavidas*, the conduct which allegedly prejudiced the administration of justice was a breach of fiduciary duty, conduct not specifically proscribed by the Rules of Professional Conduct. In that context, the Court observed: "while an attorney's breach of fiduciary duty to a nonclient could constitute an act that is prejudicial to the administration of justice? if an attorney is to be disciplined for such conduct, the Administrator must, as a matter of due process, plead and prove that the breach of fiduciary duty had a prejudicial effect on the administration of justice." *Id.* at par.97.

The decision in any given case depends on the language of the complaint and the evidence in that specific case. *See In re Kirby*, 2010PR00098, M.R. 26679 (May 16, 2014) (Review Bd. at 11) (affirming the finding of a Rule 8.4(a)(5) violation). In this case, the Complaint was sufficient to put Respondent on notice of the precise misconduct charged. That misconduct was not nebulous or uncertain. The Complaint charged Respondent with misconduct based on false and unfounded blog posts alleging corruption by the GALs and the judges in a specific pending court proceeding. The Complaint identified certain specific statements to support the charges of misconduct. We have found those statements were false and Respondent made them with reckless disregard for their truth or falsity, in violation of Rules 8.2(a) and 8.4(c). From our perspective, the potential of such misconduct to impact the administration of justice is abundantly clear, and sufficiently so to satisfy the pleading requirements of *Karavidas*.

Our finding Respondent violated Rule 8.4(d) does not affect our sanction recommendation. That recommendation is based on the proven misconduct, not the number of Rule violations found. *In re Gerard*, 132 Ill. 2d 507, 532, 548 N.E.2d 1051 (1989). We would recommend the same sanction with, or without, a finding Respondent violated Rule 8.4(d).

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III. Respondent is charged with presenting, participating in presenting or threatening to present criminal charges to obtain an advantage in a civil matter, in violation of Rule 8.4(g).

A. Evidence Considered

We consider the evidence outlined in Sections I A and II A. In addition, we consider the following evidence.

The Connelly post consisted of a letter from Respondent to Connelly, in which Respondent stated Chief Judge Evans referred her to Connelly's office, in relation to her complaints that courtroom personnel, particularly in courtroom 1804, were interfering with her use of a laptop. In context, it appears Respondent intended to refer to the courtroom in which the Sykes case was pending; other evidence suggests this was courtroom 1814. (Adm. Ex. 25 at 1; Adm. Ex. 26 at 1). In her letter, Respondent complained of corruption in probate court and the Sykes case and objected attorneys were not allowed to use laptops when they were "trying to investigate and report the very important news that our Probate court is utterly corrupt." (Adm. Ex. 25 at 1). Respondent requested that Connelly respond, by permitting attorneys to use laptops or informing Respondent when he was available for a deposition, in anticipation of Respondent filing a civil lawsuit. (Adm. Ex. 25 at 1). Respondent testified she was asking Connelly to help alleviate corruption, by letting people blog in court. (Tr. 1815-16).

The Saltoun post was correspondence Respondent sent to Saltoun, at the office of the Illinois Attorney General. Respondent designates Saltoun's title as Executive Director or Executive Inspector General. (Adm. Ex. 25 at 12). In addition to posting the correspondence to Saltoun on the blog, it appears Respondent sent a copy to Ditkowsky. (*Id.* at 13). In the Saltoun post, Respondent stated the Sykes probate proceeding "boils down to garden variety theft, embezzlement, malpractice and malfeasance by attorneys and the court." (*Id.* at 12). Respondent complained there was "corruption, cronyism, embezzlement" and suggested gold

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and silver coins worth approximately $1 million were missing from Mary's estate. (*Id.* at 12). Respondent complained the ARDC had done nothing to clean up the court system and Judge Evans and court security had done nothing about her inability to blog from the courtroom or about documents allegedly missing from the Sykes court file. Respondent directed Saltoun's attention to the Table of Torts and concluded with the suggestion that this case could be bigger than Greylord. (*Id.* at 12-13). Respondent testified she posted her fax to Saltoun on the blog to inform others of her current activities. She stated she did so as she thought others might be interested and as a way to show people how to put together a case and ask that it be investigated. (Tr. 1620-21).

B. Analysis and Conclusions

A lawyer may not present, participate in presenting or threaten to present criminal or professional disciplinary charges to obtain an advantage in a civil matter. Ill. Rs. Prof'l Conduct R. 8.4(g). The Administrator must prove the elements of the Rule violation charged. *In re Owens*, 144 Ill. 2d 372, 378, 581 N.E.2d 633 (1991). The Administrator must do so by clear and convincing evidence. *In re Winthrop*, 219 Ill. 2d 526, 542, 848 N.E.2d 961 (2006). The Administrator did not prove the elements required for a violation of Rule 8.4(g), by clear and convincing evidence.

Respondent is charged with violating Rule 8.4(g) based on the presentation or threat of criminal charges. To prove this charge, the Administrator was required to prove clear action presenting or threatening to present criminal charges, communicated to the intended target of such a prosecution. *See In re Lavelle*, 94 CH 187, M.R. 11951 (Mar. 26, 1996) (Hearing Bd. at 11). There also must be a clear connection between the presentation or threat of criminal charges and a purpose of gaining an advantage in a civil matter. *See In re Schaaf*, 99 SH 64, M.R. 17387 (Mar. 23, 2001).

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The following cases illustrate the type of proof which satisfies the requirements of Rule 8.4(g). In *In re Mauro*, 06 CH 18, M.R. 21548 (May 18, 2007), while representing a client in a claim for civil damages, Mauro communicated with the opposing party and suggested he would pursue criminal charges if the opponent did not agree to settle the civil claim, which arose out of the same incident. The attorney in *In re Levin*, 05 CH 71, M.R. 22344 (May 19, 2008) was representing a client in a pending civil lawsuit. The opposing party filed a motion to dismiss, supported by an affidavit, signed by Burke, an attorney. Levin informed Burke he intended to depose Burke and send the deposition transcript to the ARDC. The Hearing Board found a violation, concluding Levin was using the threat of disciplinary proceedings to attempt to get Burke to change the position stated in his affidavit. *Levin*, 05 CH 71 (Hearing Bd. at 19).

The case involving Ditkowsky, whose misconduct arose out of his involvement in the Sykes matter, provides a helpful comparison. Ditkowsky sent e-mails to Farenga, Stern and Schmiedel, with copies to law enforcement personnel, in which Ditkowsky stated the other attorneys were involved in illegal conduct, he was giving them an opportunity to back off and law enforcement officials had no excuse not to prosecute. Ditkowsky also sent an e-mail to the GALs, with a copy to local police, in which Ditkowsky suggested substantial property had not been inventoried and could be split, and called on the recipients to ask the State's Attorney to investigate. Farenga and Stern testified they understood Ditkowsky's e-mails to threaten criminal charges. Ditkowsky acknowledged part of the reason he sent these e-mails was to induce the GALs to "take a stand for Mary" and inform the court about the problems Ditkowsky believed were occurring in relation to Mary. The Hearing Board found a violation of Rule 8.4(g), based on its conclusions that statements in Ditkowsky's e-mails clearly implied a threat to bring criminal charges, Farenga and Stern interpreted the e-mails as threatening criminal

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prosecution and Ditkowsky was seeking to prompt Farenga and Stern to take a position consistent with the position Ditkowsky was seeking to advocate in the Sykes matter. *Ditkowsky*, 2012PR00014 (Hearing Bd. at 34-35).

This case is different. Many of the statements with which Respondent was charged allege criminal activity was occurring. However, the other elements necessary to prove a violation of Rule 8.4(g) were not established, particularly not by the requisite clear and convincing evidence.

None of the blog posts with which Respondent was charged clearly communicated an effort to use or threaten criminal prosecution to try to induce another person to act in a specific way in relation to the Sykes case. Respondent communicated with Connelly because he was responsible for courthouse security, not enforcement of the criminal laws. While her correspondence suggested corruption existed, Respondent did not ask Connelly to investigate or prosecute any criminal conduct. Her communication concerned her ability to blog. In the Saltoun post, Respondent recited various problems she believed existed in the Sykes case, but the Administrator did not establish the link, required by Rule 8.4(g), to any effort to gain an advantage in a civil case. This is particularly true because the evidence did not show Respondent communicated with the GALs, Schmiedel or others involved in the Sykes litigation about her correspondence with Saltoun. The motion to dismiss post seeks to prompt Farenga to act differently in the Sykes case, but does not threaten criminal charges if she does not do so.

In this case, we also note Respondent's communications were not communicated directly to persons Respondent was accusing of criminal conduct or, with the possible exception of the Saltoun post, law enforcement officials. Rather, Respondent's statements were made generally,

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on a public blog. Given the facts of this case, and the content of the statements at issue, the Administrator did not prove a violation of Rule 8.4(g), by clear and convincing evidence.

It is clear Respondent did not like the manner in which other persons were acting in relation to the Sykes case. She also clearly expressed her view that criminal conduct was occurring. However, the Administrator did not clearly and convincingly establish, in her blog posts, Respondent was attempting to use the threat of criminal prosecution to induce others to act differently in relation to the Sykes matter. Therefore, based on the evidence in this case, the Administrator did not meet his burden of proving Respondent violated Rule 8.4 (g).[7]

IV. Respondent is charged with engaging in conduct which tends to defeat the administration of justice and to bring the courts or legal profession into disrepute.

A. Evidence Considered

We consider the evidence set out in Sections I A, II A and III A.

B. Analysis and Conclusions

The allegation Respondent engaged in conduct which tends to defeat the administration of justice or bring the courts or legal profession into disrepute does not provide a separate basis for finding professional misconduct. *Karavidas*, 2013 IL 115767, par.86. Therefore, that charge is dismissed.

EVIDENCE IN MITIGATION AND AGGRAVATION

Mitigation

Respondent was licensed to practice law in Illinois in 1986. She is also a patent attorney. (Tr. 254-55).

Respondent lived in the same neighborhood as Mary and Gloria. She had provided legal services to Gloria at times. (Tr. 274, 280-81, 524). Respondent knew Mary before December 2009 and thought Mary was doing well when Gloria was caring for her. (Tr. 1661-62).

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Respondent testified the purpose of the blog was to bring problems in probate court to the attention of the general public. Her goal was to remedy problems she thought existed in probate court and to help other people involved in the probate process. (Tr. 1538-39). Respondent testified she was also seeking to inform the public, so people would be better informed about probate court in general and the Sykes case in particular. (Tr. 1618-20). In Respondent's view, publishing the blog was also a way of helping Mary and Gloria. (Tr. 412; Adm. Ex. 17 at 20).

It appears various persons communicate via blogs, concerning what they perceive as the evils of the probate system, particularly in relation to guardianships for elderly persons. The opinions expressed on these blogs suggest the system permits elderly persons to be declared incompetent, leaving them vulnerable to isolation and financial exploitation. (Adm. Ex. 39 at 48-57; Adm. Ex. 41 at 33-37, 43-44; Adm. Ex. 44 at 22-31).

Beverly Cooper (Beverly) testified for Respondent as a character witness. In addition to working in a family business, Beverly produces a cable television program on community affairs. Beverly has known Respondent for three or four years. Respondent and Beverly share a concern about probate court. (Tr. 561-66). Beverly testified Respondent had helped many people without being paid. Beverly described Respondent as absolutely dedicated, honorable and charitable, a person of integrity, who considered others before herself. (Tr. 567-69).

Kenneth A. Cooper (Kenneth) also testified as a character witness. Kenneth has known Respondent for two or three years. He considers her honest, trustworthy, hardworking and dedicated. In addition to work in manufacturing, Kenneth produces a blog called ProbateSharks.com. In that capacity, Kenneth comes in contact with many people having difficulty with probate courts, in Cook County and throughout the country. Kenneth testified

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Respondent had helped many such persons, free of charge. Kenneth testified Respondent made herself available "all day, any day" and helped anyone who needed help. (Tr. 571-74).

Aggravation

Farenga testified the blog caused her embarrassment and adversely affected her reputation. When Farenga's name was searched on Google, the blog came up. Farenga testified she had spent enormous amounts of time dealing with Respondent's accusations. (Tr. 861-64). Farenga testified "I can't even count the ways that this has adversely affected me financially, emotionally, my reputation." (Tr. 864).

Stern testified the blog and its allegations came up immediately when an internet search was done on him. Stern testified, since many people use the internet for research, the blog and its allegations were what clients or potential clients would see about him. (Tr. 1036, 1042-43).

Schmiedel testified the blog impugned his integrity with no basis, yet he did not have a fair ability to counter the accusations. Schmiedel testified the blog posts had cost him, his firm and the GALs, as well as Mary's estate, time and money and forced them to continuously attempt to defend against baseless attacks. Schmiedel testified the Sykes case should have been a simple one, yet the estate and everyone involved with it had been caused huge pain and expense. (Tr. 650-53). In relation to the blog posts, Schmiedel testified:

> Obviously they're upsetting ?. personally and professionally?Nobody should have to endure this, nobody. These are lies. There's no basis for these lies. They know there's no basis for these lies. They're ongoing continuously?
>
> Who should be put through this? I represent a client in a probate proceeding. It should be a simple case. Mary's doing really well?
>
> And to have to endure this and have the public look at these things and say, wow, is Peter Schmiedel corrupt? Is he bribing judges in the Probate Division? Is that how he practices law?
>
> That's what we're accused of.

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(Tr. 652-53).

When asked about the effect of the blog posts, Schmiedel testified various "unnecessary satellite litigation" had been filed arising out of the Sykes matter, including bankruptcy cases and a federal lawsuit against the entire Probate Division. (Tr. 651). Respondent had filed multiple suits, against persons involved in the Sykes case, which had been dismissed. In addition, the day before her disciplinary hearing began, Respondent filed a lawsuit against the GALs, Schmiedel and the Administrator, alleging violation of civil rights. (Tr. 451-56, 654-58, 861-64, 1043; Adm. Ex. 51).

Respondent testified, on the blog, she was not making accusations of criminal conduct and her allegations were of civil torts. Respondent stated this was because she did civil legal work and was not a criminal lawyer. (Tr. 1595, 1704, 1711-12, 1747-48).

For a time, after summer 2013, Respondent took down parts of her blog and password protected the blog. According to Respondent's testimony, she did so after certain incidents occurred, which Respondent interpreted as threats. (Tr. 319-23). Respondent also made changes to the blog. As a result, evidence was presented as to the content on the blog at specific points in time. (Tr. 196-247, 335-69; Adm. Exs. 17-32, 34-49). Respondent testified she later put back portions of the blog, but modified its language, to use more generic terms or remove terms such as "corruption." (Tr. 322-26, 338). According to Respondent's testimony, she rephrased the blog based on advice from attorneys, whom she consulted in relation to this disciplinary matter. (Tr. 381-84). She also testified she sometimes rephrased things on the blog to "see how they would look or how (her) audience would react." (Tr. 362). After deciding the more generic version "didn't work," and given the preferences of her audience, Respondent changed most, if not all, of the blog posts back to the original version. (Tr. 372-73, 381-84).

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Respondent denied charging Gloria fees for her time on the blog. Respondent, however, kept track of the time she spent on the blog and prepared a bill to Gloria. Respondent testified she did not expect Gloria to pay her for that time, which Respondent considered the "cost of corruption." (Tr. 384-87). Respondent defined the cost of corruption as the time she spent assisting persons who sought her assistance but could not afford to pay. At the time of the hearing, Respondent's blog reported the cost of corruption was over $500,000. On her blog, Respondent sought donations to offset the cost of corruption. (Tr. 387-88, 395-96). She had received a few donations, once in a while. (Tr. 1748).

The Administrator questioned Respondent about certain recent blog posts. These included a blog post from March 9, 2014, before the hearing in this case concluded, in which Respondent referred to a fire, in which a number of persons died. In that post, Respondent asserted the fire had been set intentionally, by employees of the Cook County Public Guardian, for the purpose of destroying records. (Tr. 1767-72). Respondent testified she made this post based on stories she had heard from older attorneys and "probate court victims." (Tr. 1771). Respondent could not remember the names of any of these attorneys. She had not conducted any investigation into the truth of her accusation that the fire was set intentionally. (Tr. 1771-77).

RECOMMENDATION

In making our recommendation as to discipline, we consider the proven misconduct, as well as any aggravating or mitigating factors. *In re Gorecki*, 208 Ill. 2d 350, 360-61, 802 N.E.2d 1194 (2003). We may consider the deterrent value of a sanction and the need to impress on others the seriousness of the misconduct. *In re Twohey*, 191 Ill. 2d 75, 85, 727 N.E.2d 1028 (2000). In determining a sanction, we are also guided by the purposes of discipline, which is not to punish the attorney, but to protect the public from incompetent or unscrupulous practitioners,

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maintain the integrity of the profession and protect the administration of justice from reproach. *Twohey*, 191

Ill. 2d at 85-86. While the system seeks some consistency in sanctions for similar misconduct, each case is unique and the sanction must be based on the circumstances of the individual case. *In re Timpone*, 157 Ill. 2d 178, 197, 623 N.E.2d 300 (1993).

The Administrator requested disbarment. Respondent argued no discipline should be imposed.

Respondent engaged in serious misconduct. On an internet blog which she published, Respondent made numerous posts, over time, in which she impugned the integrity of judges and other attorneys, falsely and without any reasonable basis for believing her statements were true. Such misconduct is quite serious, given the potential it carries to damage the public's perception of the court system. *In re Amu*, 2011PR00106, M.R. 26545 (May 16, 2014).

The public naturally perceives attorneys as having particular knowledge concerning the legal system and the integrity of judges. *In re Palmisano*, 92 CH 109, M.R. 10116 (May 19, 1994). Consequently, public confidence in the integrity of the judicial system can be especially undermined when an attorney makes accusations of corruption. *Palmisano*, 92 CH 109 (Review Bd. at 8). Where an attorney publicly advances allegations of judicial corruption, the public naturally assumes the allegations are true. *Amu*, 2011PR00106 (Review Bd. at 10). While appropriate public confidence in the judicial system requires that judges who are dishonest be identified and removed from the bench, baseless and indiscriminate accusations of dishonesty seriously impair the functioning of the judicial system. *Id.* at 12.

In many cases involving multiple unfounded accusations of corruption by the judiciary, the attorney has been disbarred. *In re Jafree*, 93 Ill. 2d 450, 444 N.E.2d 143 (1982); *In re Zurek*, 99 CH 45, M.R. 18164 (Sept. 19, 2002); *In re Kozel*, 96 CH 50, M.R. 16530 (June 30, 2000);

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Palmisano, 92 CH 109. The Administrator relies on these cases to support his request that Respondent be disbarred.

We have considered these cases. In most of these cases, the attorneys made unfounded allegations of corruption in multiple unrelated matters. *Jafree*, 93 Ill. 2d at 461-62; *Kozel*, 96 CH 50; *Palmisano*, 92 CH 109. Such a pattern is not always required. *Zurek*, 99 CH 45 (Review Bd. at 15). Zurek was disbarred even though his misconduct did not extend to multiple legal matters. However, his particularly disrespectful and disruptive behavior during the disciplinary proceedings, which included walking out of the hearing, suggested his underlying misconduct was not isolated. *Id.* at 14-16. The seriousness of Zurek's misconduct was exacerbated because Zurek made his allegations of corruption knowing they were false and in retaliation for adverse rulings by the judge. *Id.* at 13. No mitigating factors were present. *Id.* at 14.

Our research has disclosed some cases in which significantly less severe sanctions were imposed. In *In re Harrison*, 06 CH 36, M.R. 22839 (Mar. 16, 2009), the attorney was censured; his misconduct was an isolated incident, far more confined than that here. In *In re Hoffman*, 08 SH 65, M.R. 24030 (Sept. 22, 2010), the attorney was suspended for six months and until further order of the Court. Although Hoffman's inappropriate statements affected more than one matter, they were not made in the very public manner in which Respondent made her statements. Those cases are distinguishable, but illustrate the range of available discipline.

In other cases, attorneys have been suspended for a longer period, with the suspension continuing until further order of the Court. The Administrator has cited two such cases; in each, the attorney was suspended for two years and until further order of the Court. *In re Sarelas*, 50 Ill. 2d 87, 277 N.E.2d 313 (1971); *In re Greanias*, 01 SH 117, M.R. 19079 (Jan. 20, 2004).

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Sarelas filed multiple lawsuits over a nine-year period against individuals who had been involved in prior disputes in which Sarelas was also involved, as a lawyer or as a litigant. In the lawsuits, Sarelas made false and baseless allegations impugning the integrity of the defendants, who included judges and other lawyers. Sarelas also behaved disruptively in the disciplinary proceedings and sued the persons involved in the proceeding. While observing his conduct warranted disbarment, the Court declined to disbar Sarelas. The Court noted, in mitigation, Sarelas had no other misconduct, in a long career. *Sarelas*, 50 Ill. 2d at 98-99.

Greanias had represented five individuals in their respective claims before the Industrial Commission. After each matter was resolved, Greanias filed a lawsuit in which she alleged, without any reasonable basis for doing so, the Commissioners and, in some cases, opposing counsel had engaged in fraud, racketeering, conspiracy and/or bribery. In recommending a suspension for two years and until further order of the Court, the Hearing Board considered the seriousness of Greanias's misconduct, the fact that it did not arise from an isolated incident and her lack of remorse or recognition of her misconduct. The Hearing Board also considered factors in mitigation. Greanias actually believed the defendants had wronged her clients and believed, albeit unreasonably, there was a factual basis for the complaints. She did not act with a self-serving motive. Greanias had practiced law for over 20 years with no prior discipline. She cooperated during the disciplinary proceedings. Greanias had also done *pro bono* work and engaged in civic activities.

Since Respondent's hearing concluded, the Court issued its final orders in two cases. These cases are relevant in our consideration of the sanction to recommend in this case.

In *Amu*, 2011PR00106, the attorney was suspended for three years and until further order of the Court. In four separate matters in which he received unfavorable rulings, Amu falsely

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alleged the cases had been fixed and the judges were biased and corrupt. Although Amu testified he believed his statements were true, he did not have any reasonable basis for that belief. While most of the accusations were made in pleadings filed in the cases involved, Amu disseminated some of his accusations further, thereby creating a genuine risk of harm to the reputation of the judges involved. In particular, Amu posted a document on his law firm website in which he accused one of the judges of bias and corruption. Amu did not recognize the wrongfulness of his misconduct and appeared to have no concern for the consequences of his statements. The manner in which Amu behaved during the disciplinary proceedings, which included failures to comply with orders, was considered in aggravation. In mitigation, Amu presented favorable character testimony and had no prior discipline. The Hearing Board declined to recommend disbarment. In doing so, the Hearing Board observed disbarment would not advance the goals of the disciplinary system any better than a suspension until further order of the Court. *Amu*, 2011PR00106 (Hearing Bd. at 36).

In *In re Ditkowsky*, 2012PR00014, M.R. 26516 (Mar. 14, 2014), the attorney was suspended for four years and until further order of the Court. Like Respondent, Ditkowsky baselessly accused the judges and attorneys involved in the Sykes case of corruption. There are, however, differences between the two cases. Ditkowsky engaged in additional misconduct, making false representations to a third party about his status in the litigation. Some of his statements were more aggravated; Ditkowsky's accusations included allegations the judges and GALs were involved in a conspiracy to shorten Mary's life. Unlike this case, where Respondent posted her comments publicly on a blog, Ditkowsky's accusations were made in e-mail communications, albeit hundreds of them, directed to specific individuals. There are also similarities and differences in the aggravating and mitigating factors. Like Respondent,

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Ditkowsky did not display any remorse or understanding of his misconduct. Both attorneys demonstrated a lack of respect for the disciplinary process and did not appear to understand the purpose of the proceedings. Unlike Respondent, Ditkowsky did not present any mitigating evidence.

The sanctions imposed in the foregoing cases provide a framework for our consideration of the sanction to recommend here. The sanction we recommend is based on the specific evidence in this case, considered in light of this precedent. In particular, we are mindful that the Court upheld the recommendation of a suspension of four years and until further order for Ditkowsky, whose case involved similar, though not identical, misconduct and factors in aggravation. The factors distinguishing the two cases, in our view, balance out such that the sanction we recommend for Respondent is within an appropriate range.

We recommend Respondent be suspended for three years and until further order of the Court. Respondent's proven misconduct clearly was serious, even if, in isolation, some individual statements might be viewed more benignly than others. Respondent made numerous improper statements and did so over time. Her misconduct could warrant disbarment, particularly when considered with the aggravating factors present. The aggravating factors themselves are significant. However, given all the circumstances, including mitigating factors as discussed below, we have decided to recommend a sanction less severe than disbarment.

Disbarment represents the "utter destruction" of an attorney's professional life. *In re Timpone*, 208 Ill. 2d 371 , 384, 804 N.E.2d 560 (2004). A suspension until further order of the Court is the most severe form of discipline short of disbarment. *Timpone*, 208 Ill. 2d at 386. This sanction protects the public and the integrity of the profession in much the same manner as disbarment; specifically, Respondent will not be able to resume practicing law until she

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establishes that she is fit to do so. *Id.* at 388-89. That is particularly important to us in this case, because the circumstances as a whole leave us with very serious doubt whether or not Respondent is willing or able to conform her future conduct to proper legal standards. We also specifically intend to recommend a sanction which is sufficiently severe to impress upon Respondent the need to change her conduct. In the opinion of the Panel, the disciplinary proceedings themselves did not make such an impression on Respondent.

We have considered the Administrator's arguments as to factors the Administrator regards as aggravating Respondent's misconduct. We itemized some of those factors above, in aggravation, *e.g.*, the changes to Respondent's blog and her effort to charge for her time on it, even though we have not addressed them in detail here. We have also considered the arguments of Respondent's counsel. These are the conclusions we have reached, and which form the basis for the discipline we recommend.

We are mindful of Respondent's due process right to notice of the misconduct with which she is charged. *In re Karavidas*, 2013 IL 115767, par. 103. However, under certain circumstances, matters not specifically charged in the Complaint can be considered in aggravation. *In re Storment*, 203 Ill. 2d 378, 400, 786 N.E.2d 963 (2002). Typically, this depends on the extent to which the uncharged conduct is similar to the charged misconduct and proved by evidence of record. *Storment*, 203 Ill. 2d at 400. In this case, it is quite fair to consider the scope and breadth of the blog in aggravation. Farenga characterized the blog as a diatribe; this is a very apt description. We consider Respondent's comments on the blog as a whole, in showing the extent and relentlessness of her unfounded accusations of corruption by individual judges and lawyers.

Respondent's misconduct caused significant harm. The harm resulting from an attorney's misconduct is legitimately considered in aggravation. *In re Nosal*, 2011PR00118,

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M.R. 26238 (Nov. 20, 2013). The persons Respondent unjustly maligned testified to ramifications they experienced. The fact that Respondent made her baseless allegations widely available, by posting them on a public blog, created a genuine risk of harm to the reputations of the individuals involved. *Amu*, 2011PR 00106 (Hearing Bd. at 33). We also are cognizant of the damage to the public's perception of the court

system which results when attorneys make false and unfounded accusations of corruption within the system. *See Palmisano*, 92 CH 109 (Hearing Bd. at 22). In this case, there was also harm, as described by the Administrator's witnesses, in that the probate proceedings became sidetracked, while the parties addressed frivolous issues raised on Respondent's blog. According to the testimony, this contributed to inordinate delays in the probate proceedings and those delays harmed Mary, by delaying the resolution of issues pertaining to her well-being, such as the proper distribution of the Lumberman's proceeds.

Respondent does not understand the nature and seriousness of her misconduct. This is an aggravating factor and, in this case, supports our recommendation that the suspension continue until further order of the Court. *See Amu*, 2011PR00106 (Hearing Bd. at 31-32). In reaching this conclusion, we considered the record as a whole, including the blog posts on which the charges of misconduct are based, Respondent's lack of remorse, Respondent's testimony and statements during the hearing, as well as her conduct in the prehearing stage of these proceedings. The blog posts Respondent made around the time of the hearing reinforce our conclusion that Respondent does not comprehend the nature and seriousness of her misconduct. In these proceedings, Respondent faces the risk of substantial discipline, based on allegations that she falsely accused others of corruption without having any legitimate basis for doing so. Yet, in recent blog posts, Respondent continues to accuse others of serious wrongdoing, without having a clue whether her allegations have any basis in reality. The fact that Respondent would

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engage in such behavior, in the midst of this hearing, confirms our view she does not have sufficient insight into her misconduct and our concern over her future ability to conform her conduct to proper professional norms.

Further, Respondent had demonstrated she does not understand certain basic elements of practicing law. For example, Respondent suggested she was not accusing others of criminal conduct, but only civil torts because, in her own practice, Respondent handled civil, rather than criminal, cases. Respondent's lack of understanding of how to practice law is also apparent from her conduct in the disciplinary proceedings.

Respondent's conduct in these proceedings is clear from the prehearing record. Among other things, Respondent repeatedly failed to follow the Chair's orders, failed to comply with the rules of the tribunal, and sought to have the Chair and opposing counsel communicate with her in the manner in which she wished, rather than in a manner consistent with the rules of the tribunal. Respondent raised various issues which have nothing to do with these proceedings, such as asserting that copyright protections precluded use of statements from the blog in connection with these proceedings. The manner in which an attorney conducts herself during disciplinary proceedings is legitimately considered in determining the sanction. *In re Cook*, 2010PR00106, M.R. 26581 (May 16, 2014). Respondent's conduct in these proceedings represented a significant aggravating factor.

Respondent has displayed a tendency to inappropriately personalize matters. This tendency was apparent in conduct by Respondent which included filing multiple lawsuits, which had been dismissed, against the attorneys in the Sykes matter. The presence of such a tendency reinforces our concern over Respondent's ability to conform her future conduct to professional standards. *See Amu*, 2011PR00106 (Hearing Bd. at 31-32).

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At the same time, there are mitigating factors. Based on those mitigating factors, we decline to recommend the ultimate penalty of disbarment.

Respondent presented favorable character testimony. Her character witnesses described Respondent as a person who was generous with her time, made herself available to persons who needed help and did so pro

bono.

Respondent was licensed to practice law in 1986, nearly thirty years ago. She has no prior discipline.

While Respondent acted with reckless disregard for the truth of her accusations, based on our impressions of Respondent, we do not believe she was acting out of a deliberate purpose of harming the judges and attorneys involved. Respondent genuinely, though unreasonably, believed something was wrong with the proceedings in the Sykes case. Respondent knew Mary and Gloria before the guardianship. While Respondent used decidedly misguided means, we believe she was acting out of a sincere desire to help Mary. We were also convinced Respondent truly believes there are abuses in the probate system and the system needs to be changed, to protect persons who are the subject of adult guardianship proceedings. From our perspective, it appears Respondent has genuine concern for senior citizens and perceives the senior population as vulnerable, especially to financial exploitation. This concern, as a general matter, is a legitimate one, even though Respondent had no reasonable basis for believing the judges or attorneys in Mary's case were corrupt.

We do not believe Respondent acted with a self-serving motive. The evidence did not support a theory that Respondent was reaping a significant financial benefit from her activities including operation of the blog.

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We recommend Respondent's suspension continue until further order of the Court. This sanction protects the public, by requiring Respondent to go through a reinstatement proceeding in which she will be required to prove her fitness to resume practicing law. *Timpone*, 208 Ill. 2d at 388-89. The circumstances of this case, as outlined above and particularly Respondent's lack of understanding of the ramifications of her conduct and of the importance of following proper legal procedures, leave us with serious doubt as to Respondent's ability to conform her future conduct to professional standards. These factors warrant continuing Respondent's suspension until further order of the Court. *See Amu*, 2011PR00106 (Hearing Bd. at 37-38).

For the reasons stated above, we recommend Respondent be suspended for three years and until further order of the Court.

Respectfully Submitted,

Sang-yul Lee
Ziad Alnaqib
Eddie Sanders, Jr.

CERTIFICATION

I, Kenneth G. Jablonski, Clerk of the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois and keeper of the records, hereby certifies that the foregoing is a true copy of the Report and Recommendation of the Hearing Board, approved by each Panel member, entered in the above entitled cause of record filed in my office on November 21, 2014.

Kenneth G. Jablonski, Clerk of the
Attorney Registration and Disciplinary
Commission of the Supreme Court of Illinois

[1] Our designation of specific posts refers to the portion of the posted language which is attributable to Respondent and charged in the Complaint, not the entire content of the post.

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[2] Evidence was presented showing Respondent made certain changes in her blog posts. That evidence does not change our conclusion that the blog contained the language with which Respondent is charged.

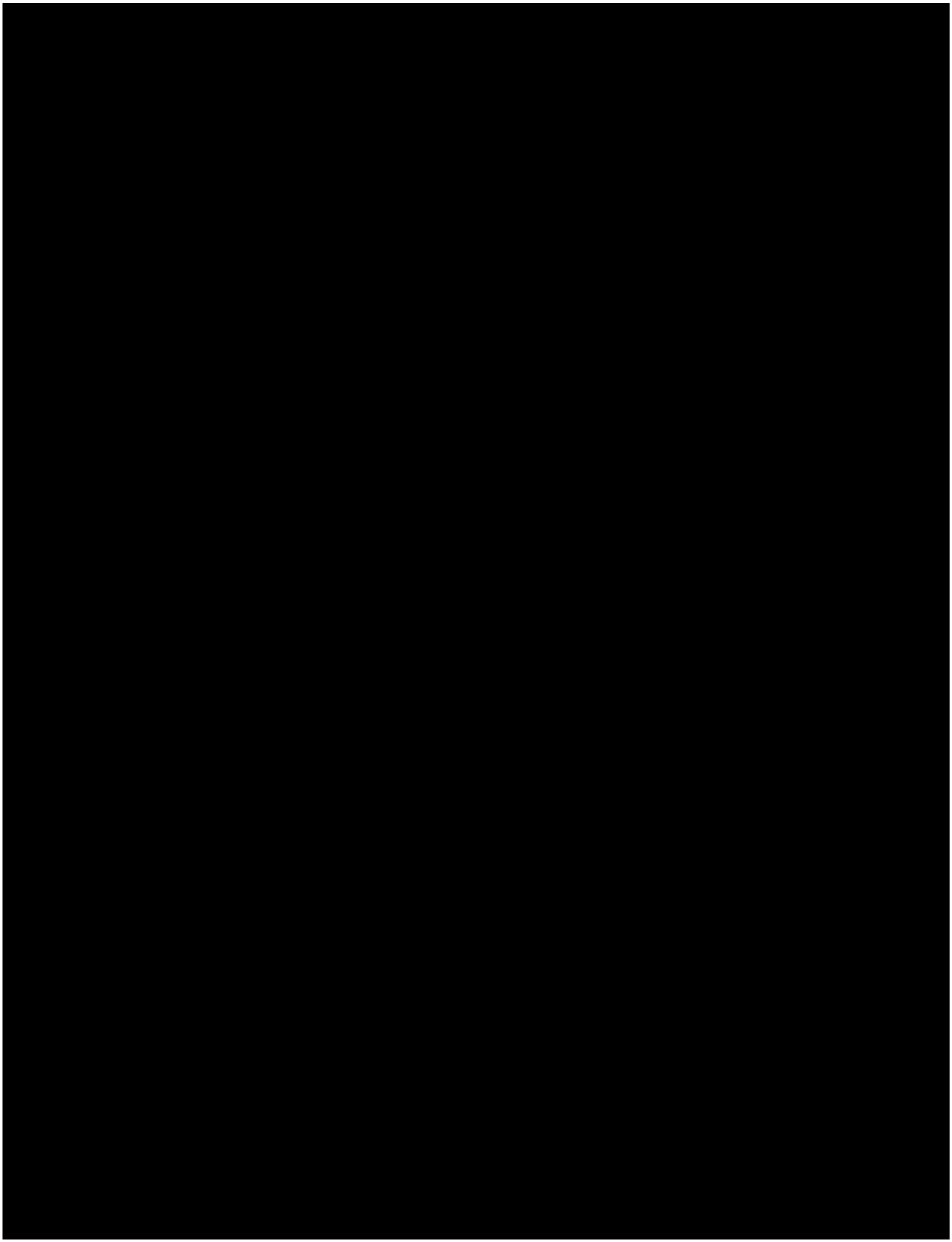
[3] Schmiedel's testimony suggested the GALs had not been paid anything at all, but for possible costs reimbursement to Stern. (Tr. 620). We are aware of this possible discrepancy, but it does not change our determination in the case.

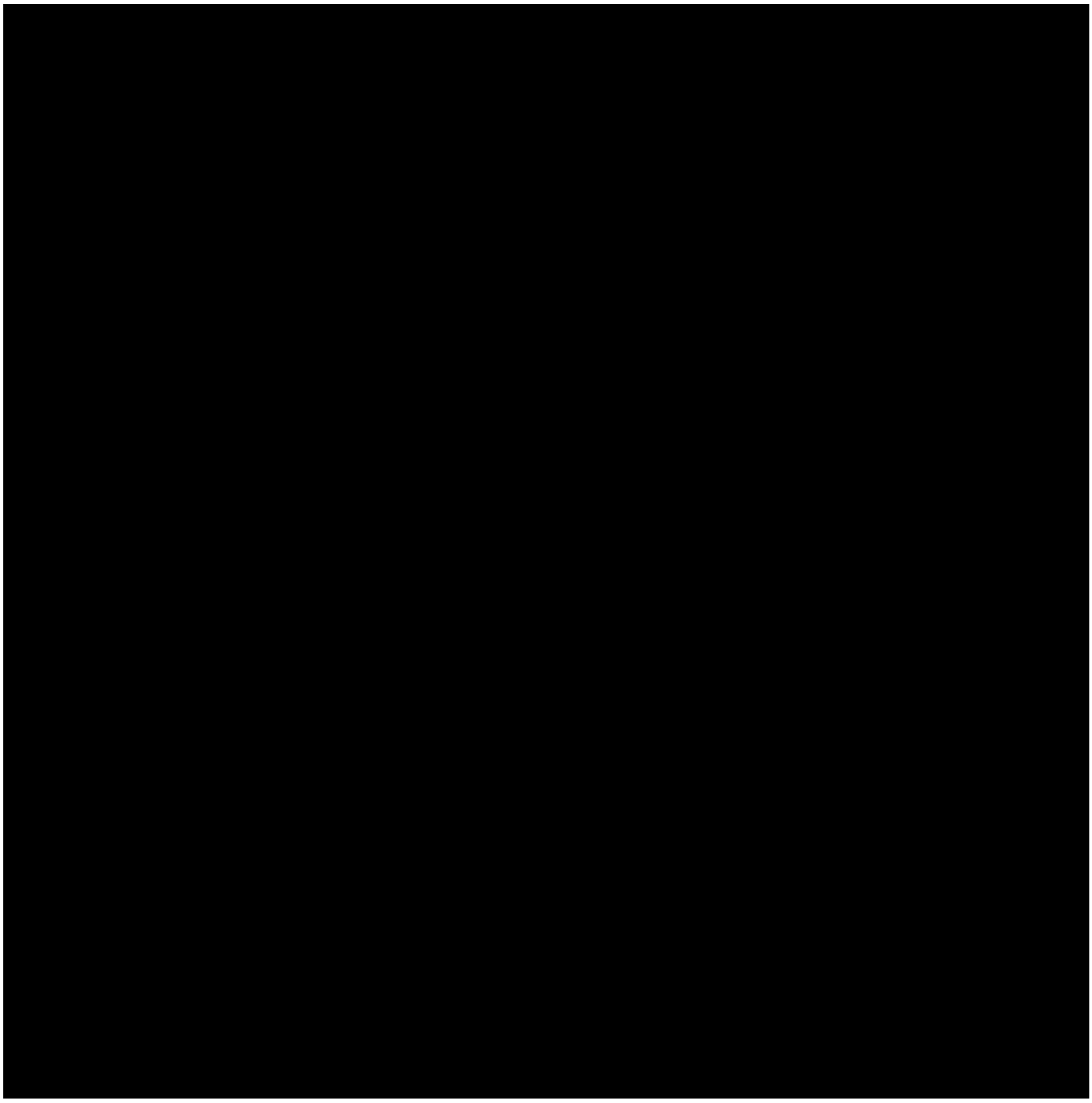
[4] Gloria's testimony was interrupted, due to the need to address issues relating to discovery and privilege. Respondent was given an opportunity to determine what items Gloria intended to assert were privileged, produce additional unprivileged documents and recall Gloria as a witness. (Tr. 527-59). This topic was also addressed in a February 4, 2014 status conference. Gloria did not return on the subsequent scheduled hearing dates to complete her testimony. For the reasons stated on the record, the hearing was not continued further. (Tr. 1138-39, 1154-66).

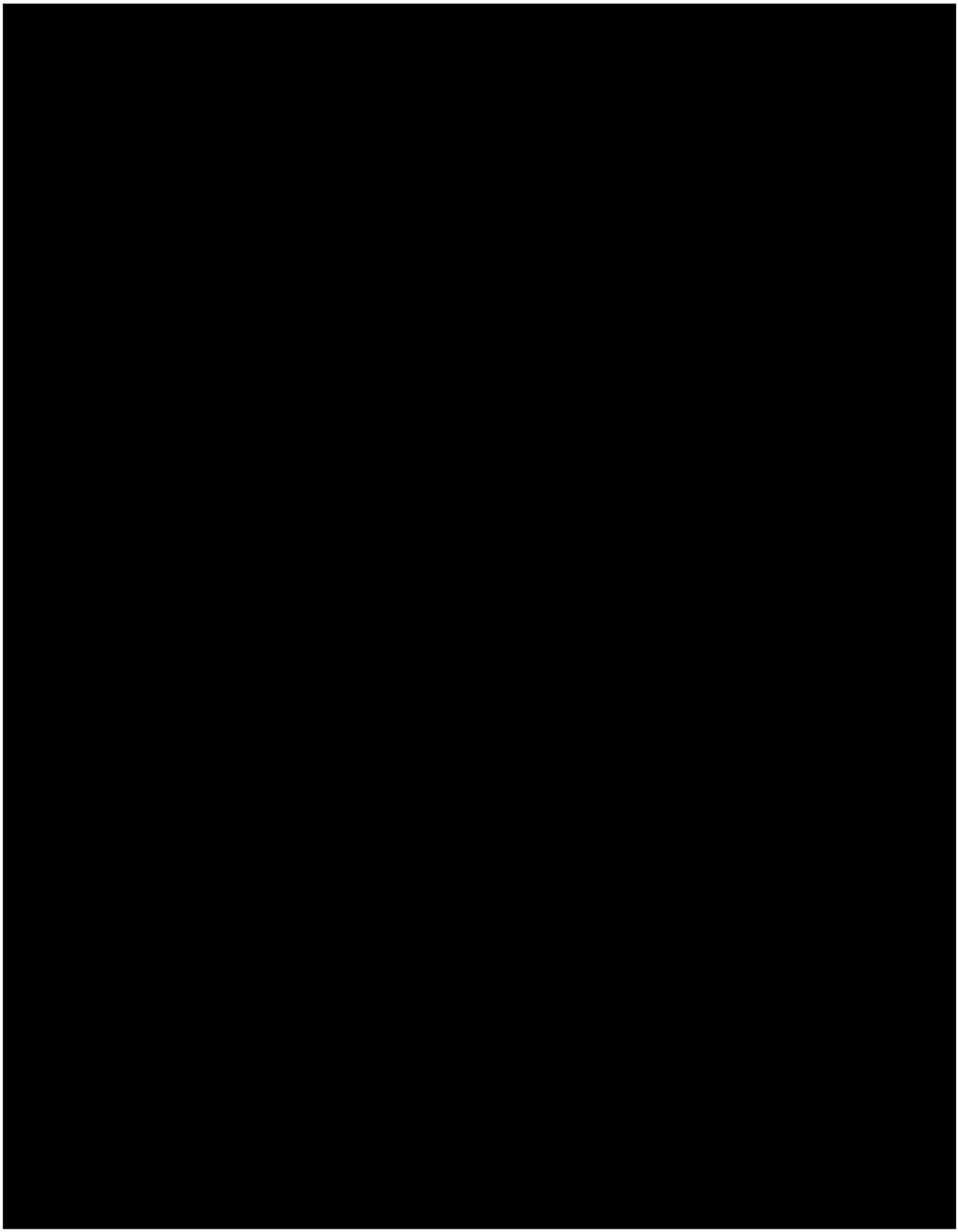
[5] Given the allegations of the Complaint, for purposes of our findings of misconduct, we focus primarily on Respondent's accusations as they relate to the judges and GALs. Respondent also accused others, including Schmiedel, of wrongdoing. Based on the evidence, those accusations were equally false and unfounded.

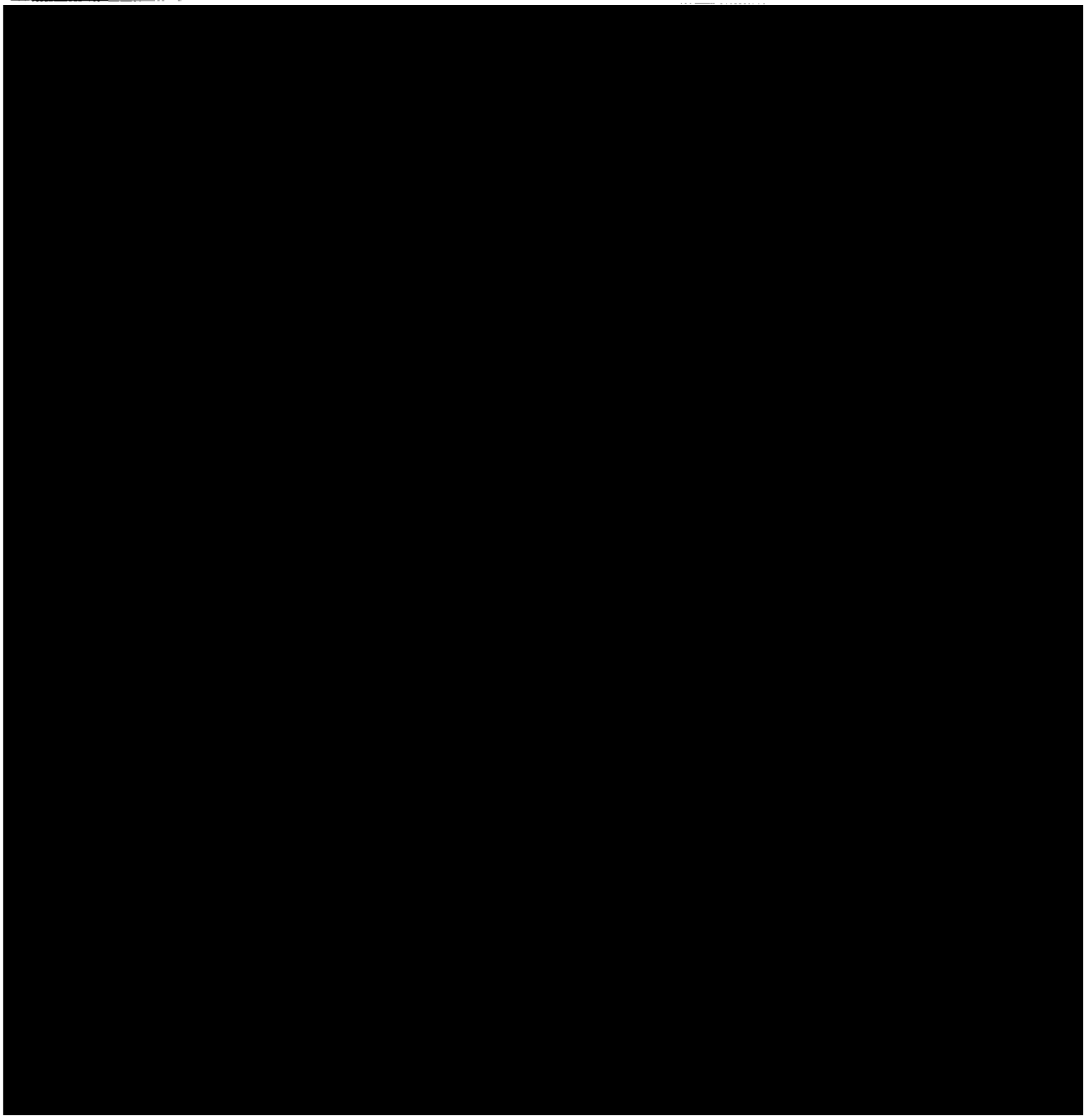
[6] The Black post included comments about Circuit Court Clerk Dorothy Brown and the lack of computerization in the Cook County Court system. We do not base our decision on those comments, which might, arguably, be construed as a matter of protected opinion, rather than an attack on Brown's integrity or qualifications. *See In re Hoffman*, 08 SH 65, M.R. 24030 (Sept. 22, 2010) (Review Bd. at 18) (noting constitutional protection for expressions of opinion).

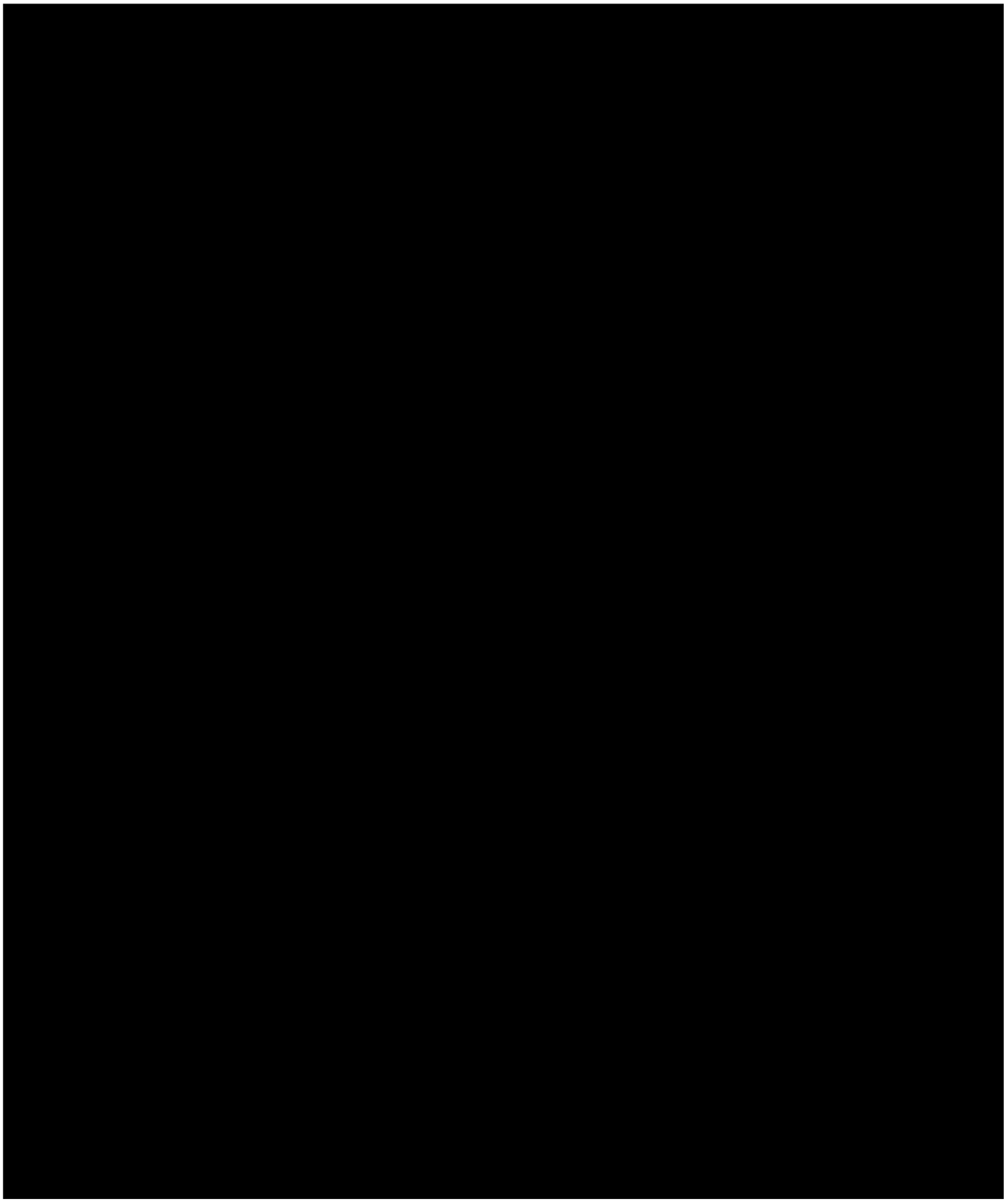
[7] Respondent testified she reported wrongdoing to the FBI. It was not clear from her testimony that she did so regarding the Sykes matter or that she informed others of these reports, in an effort to obtain an advantage in a civil case. (Tr. 1706-1719).

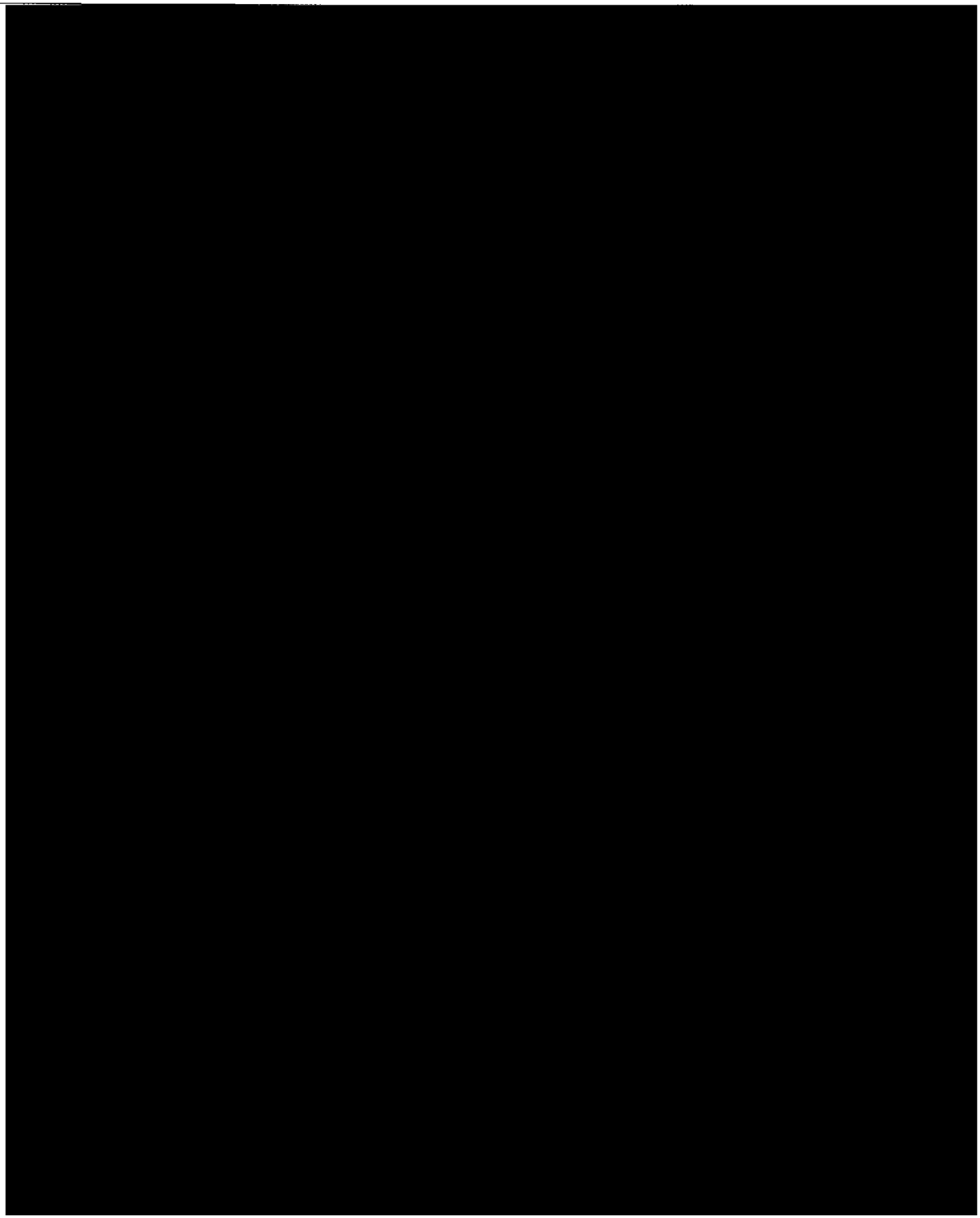


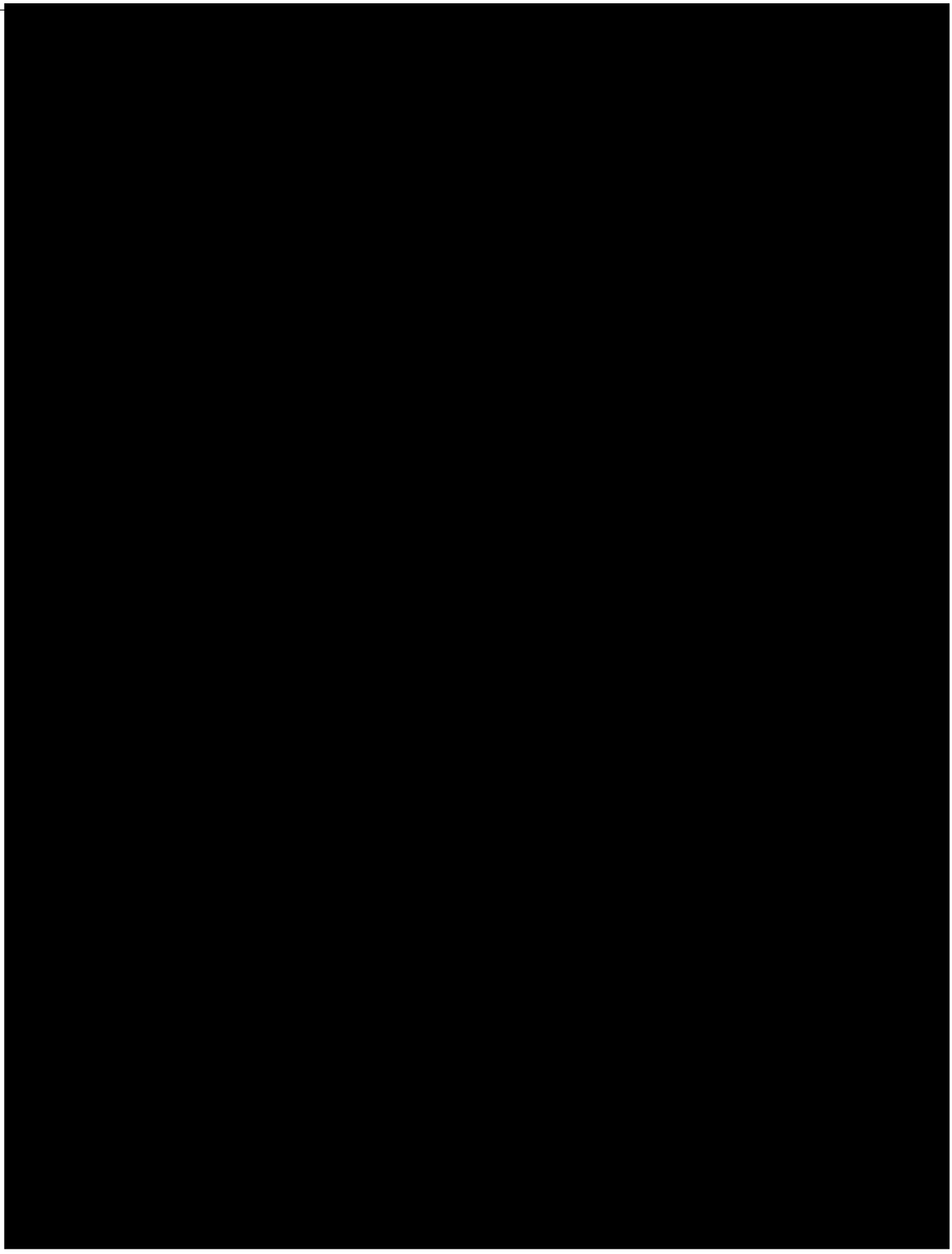


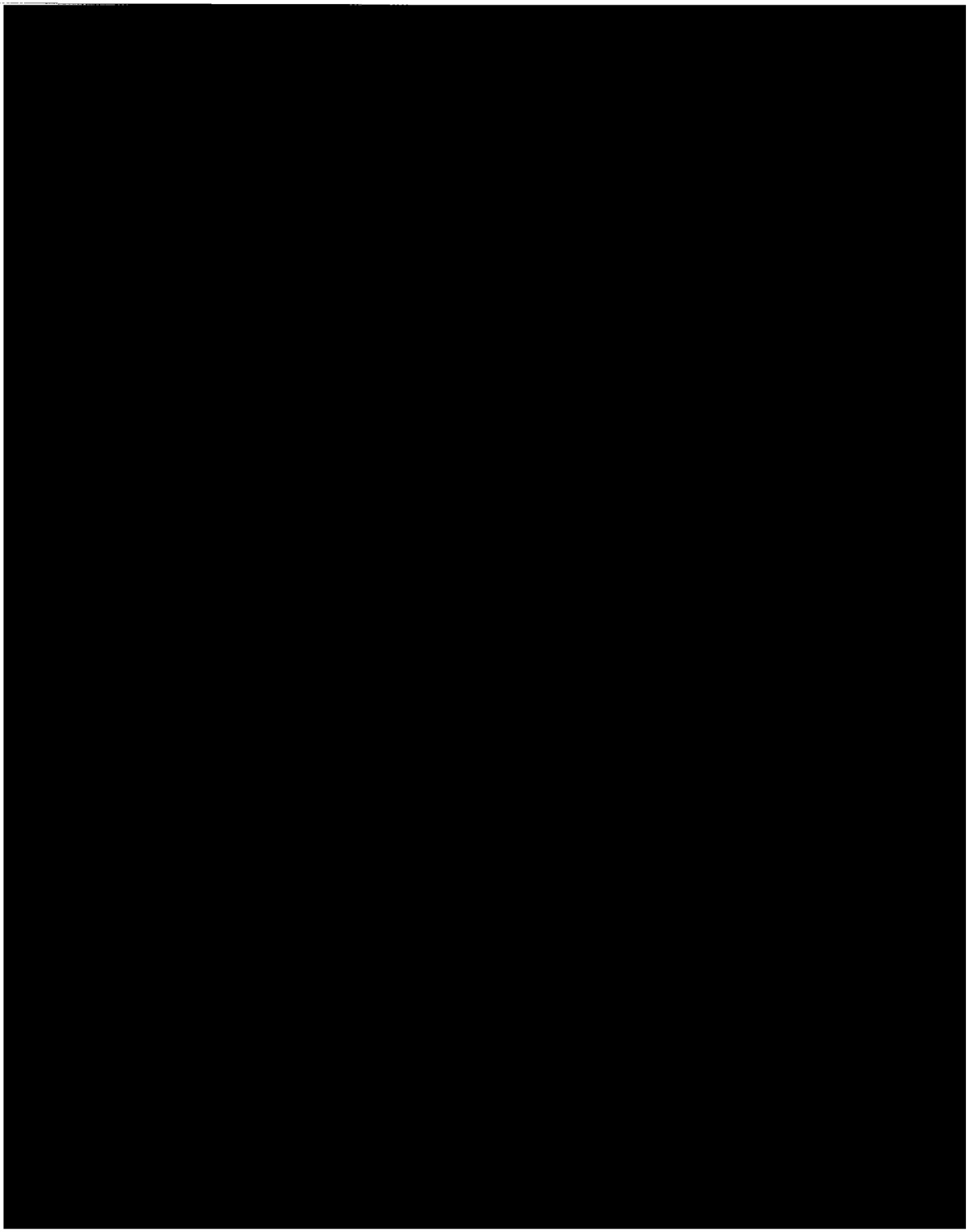


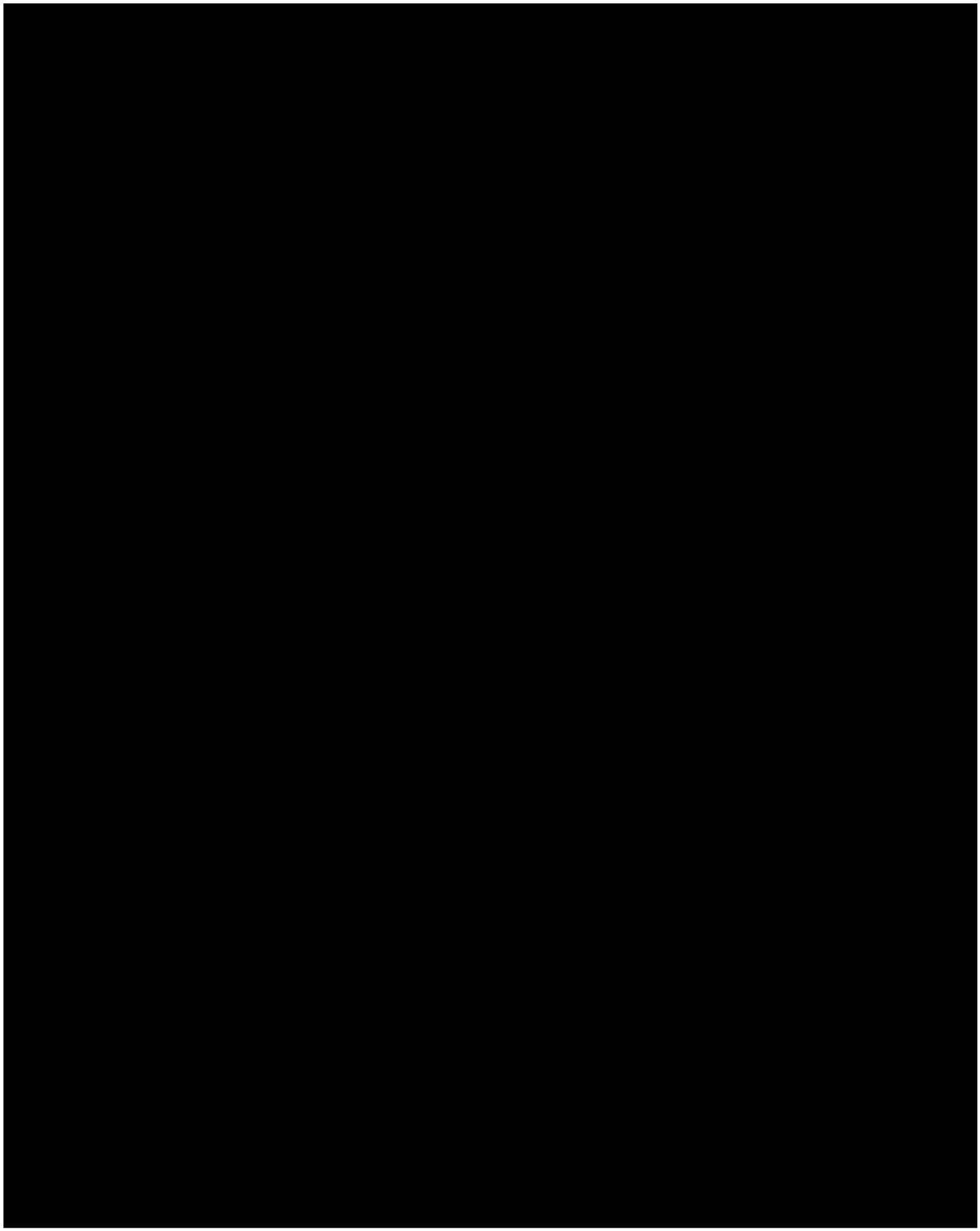


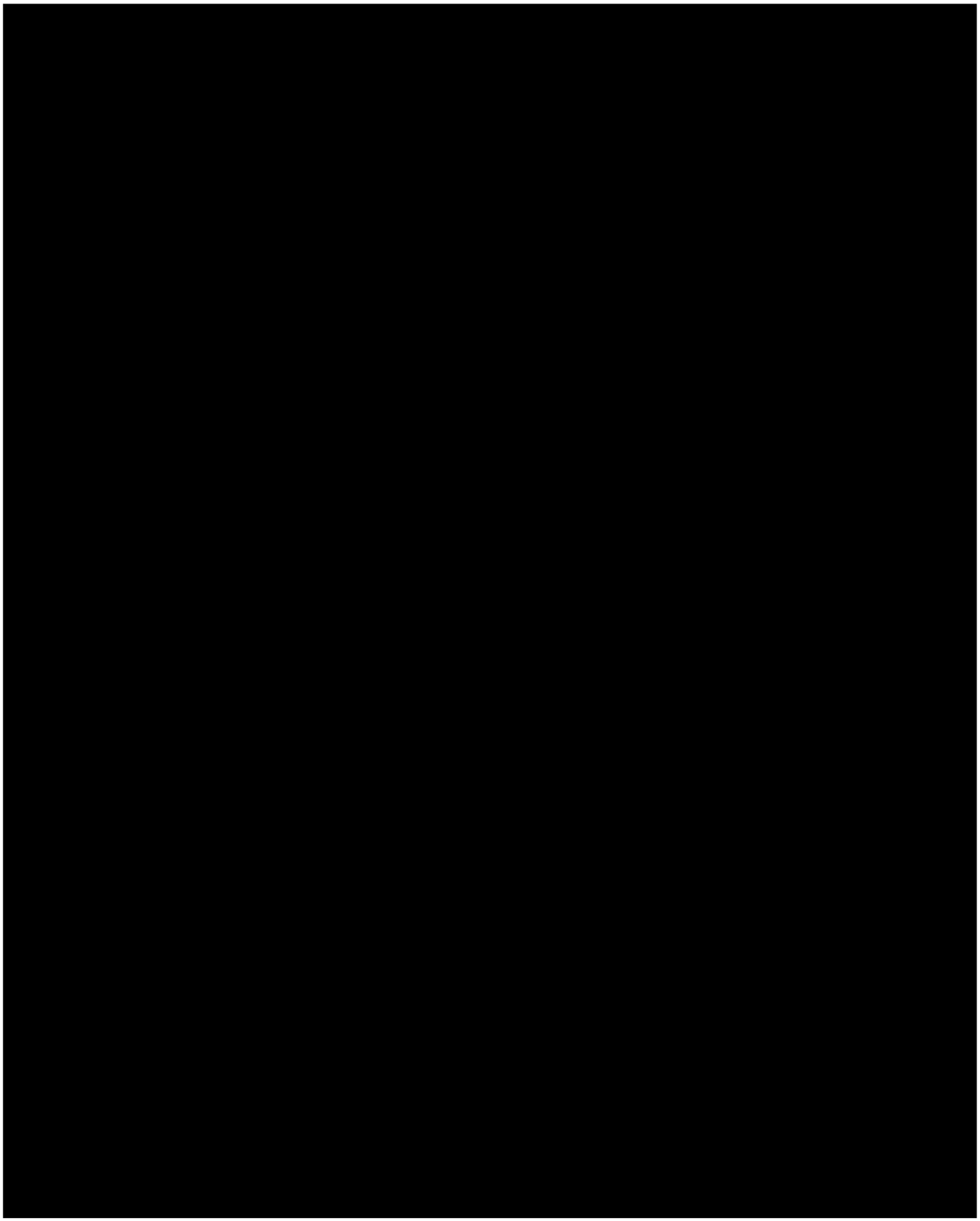


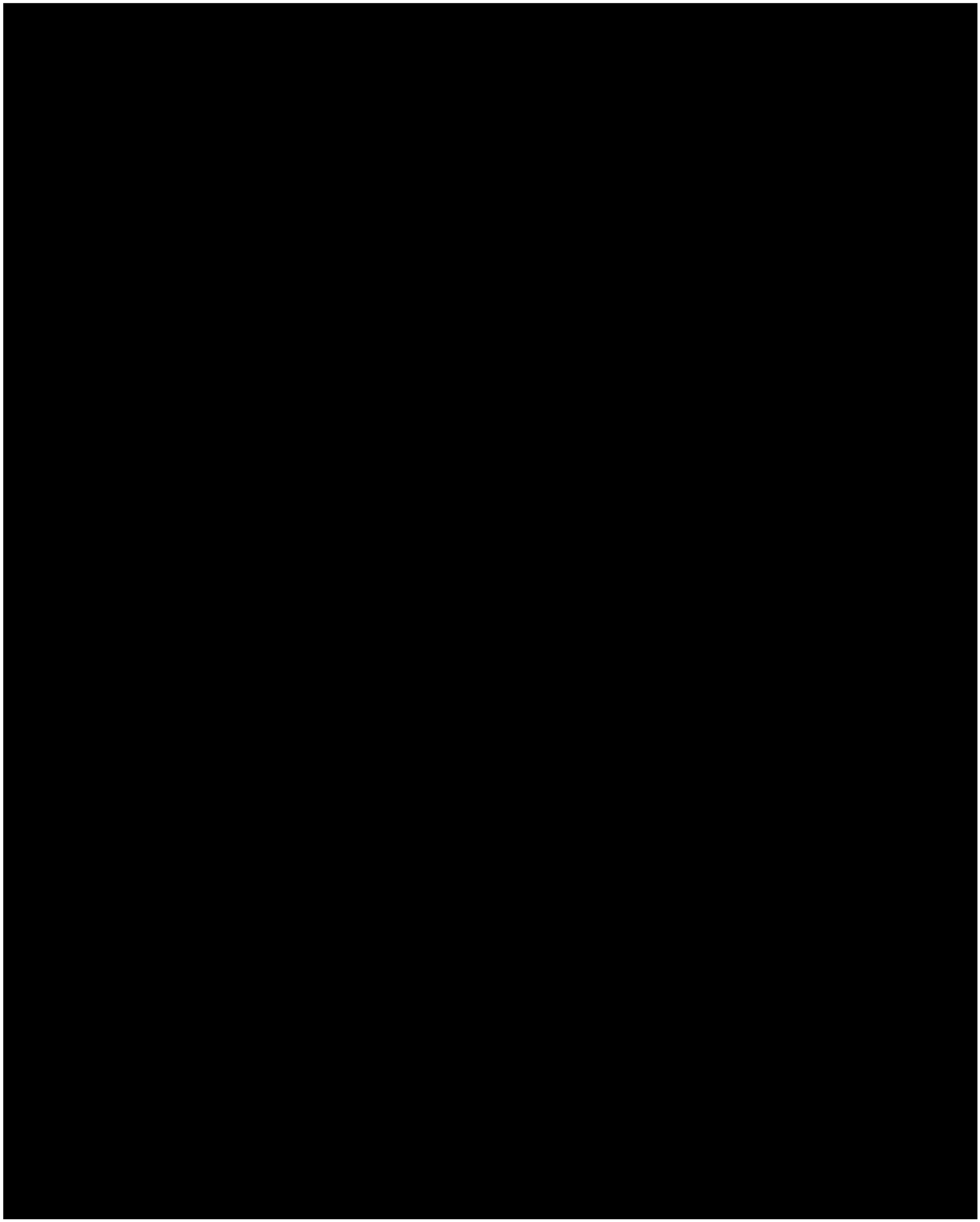


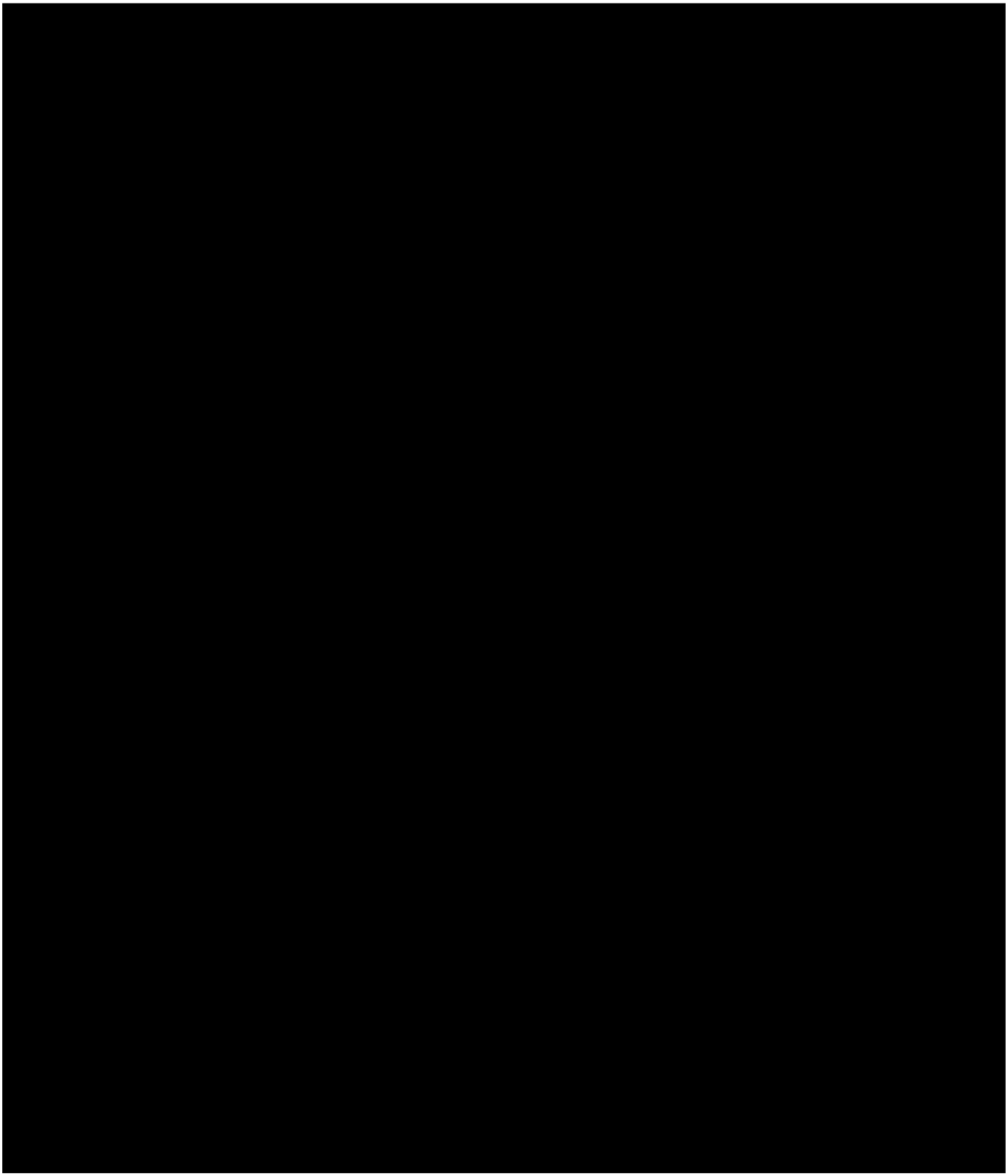


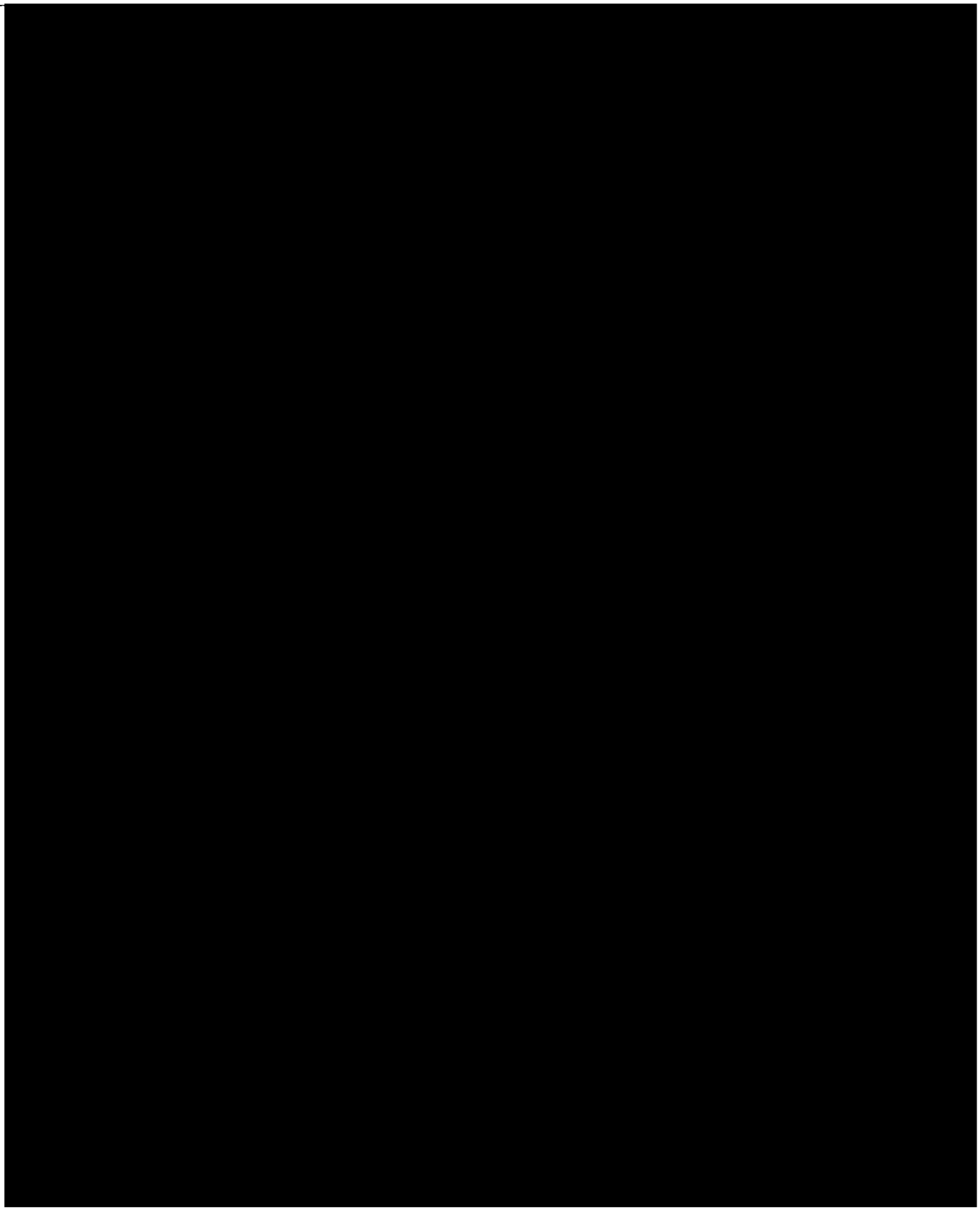


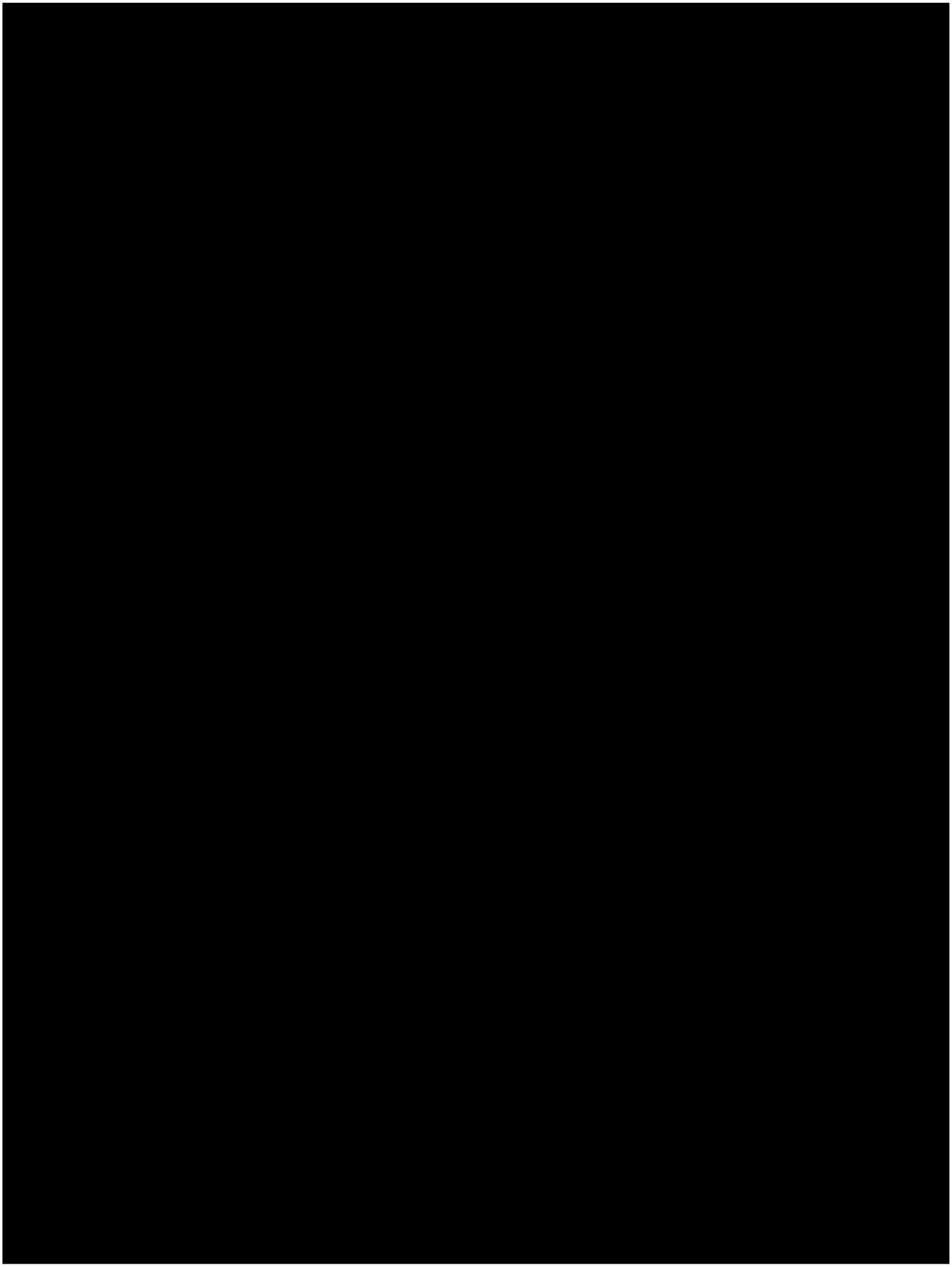


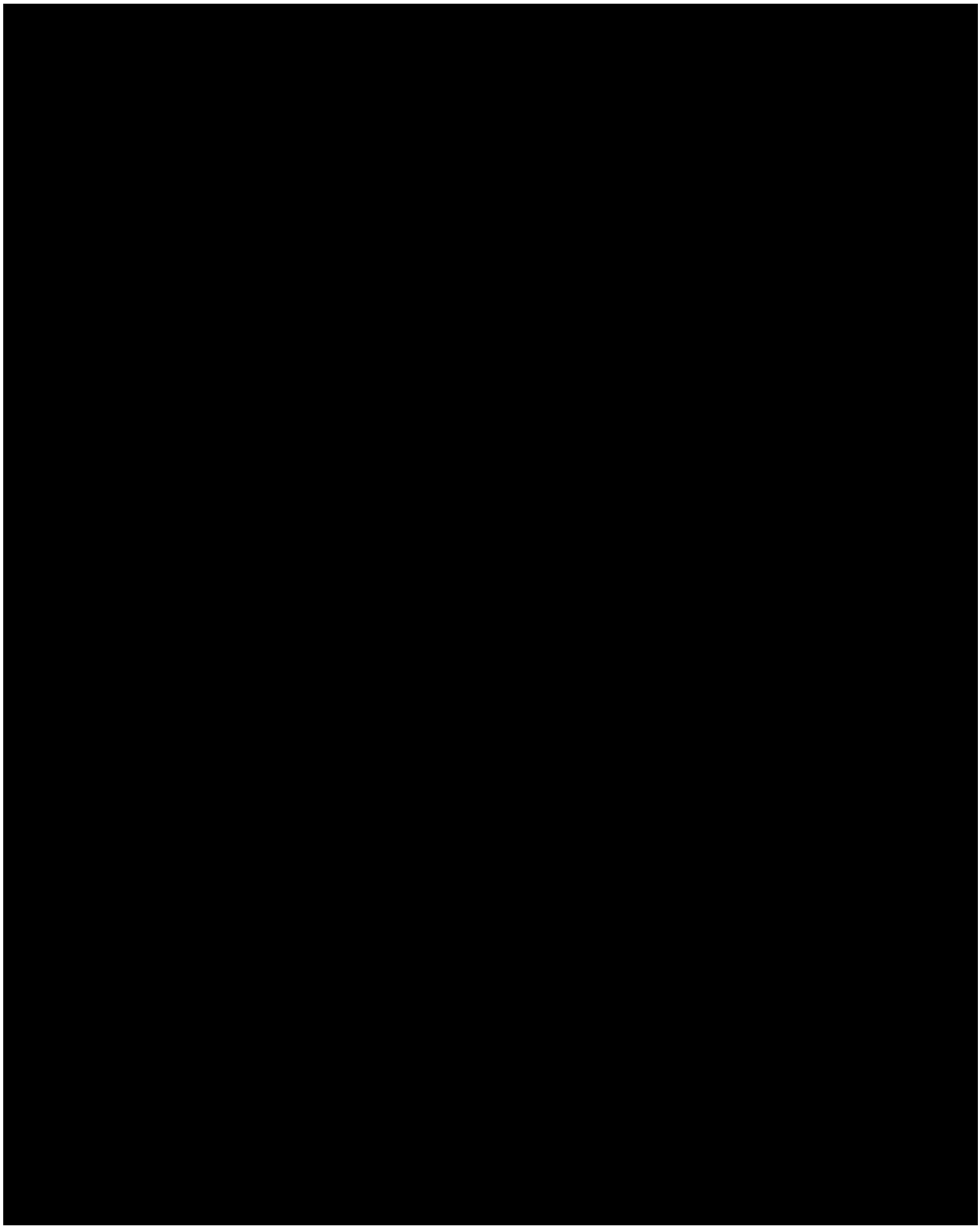


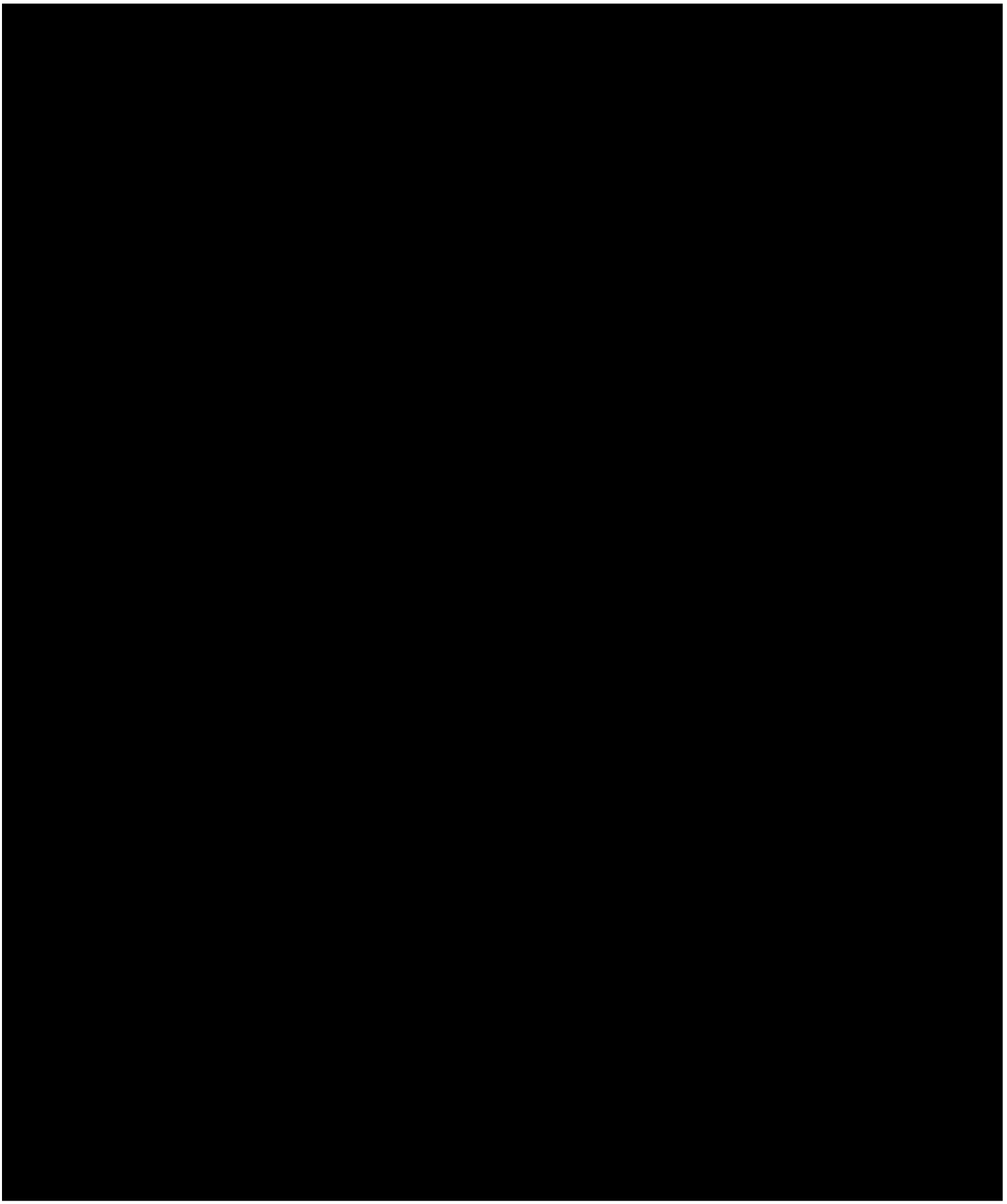


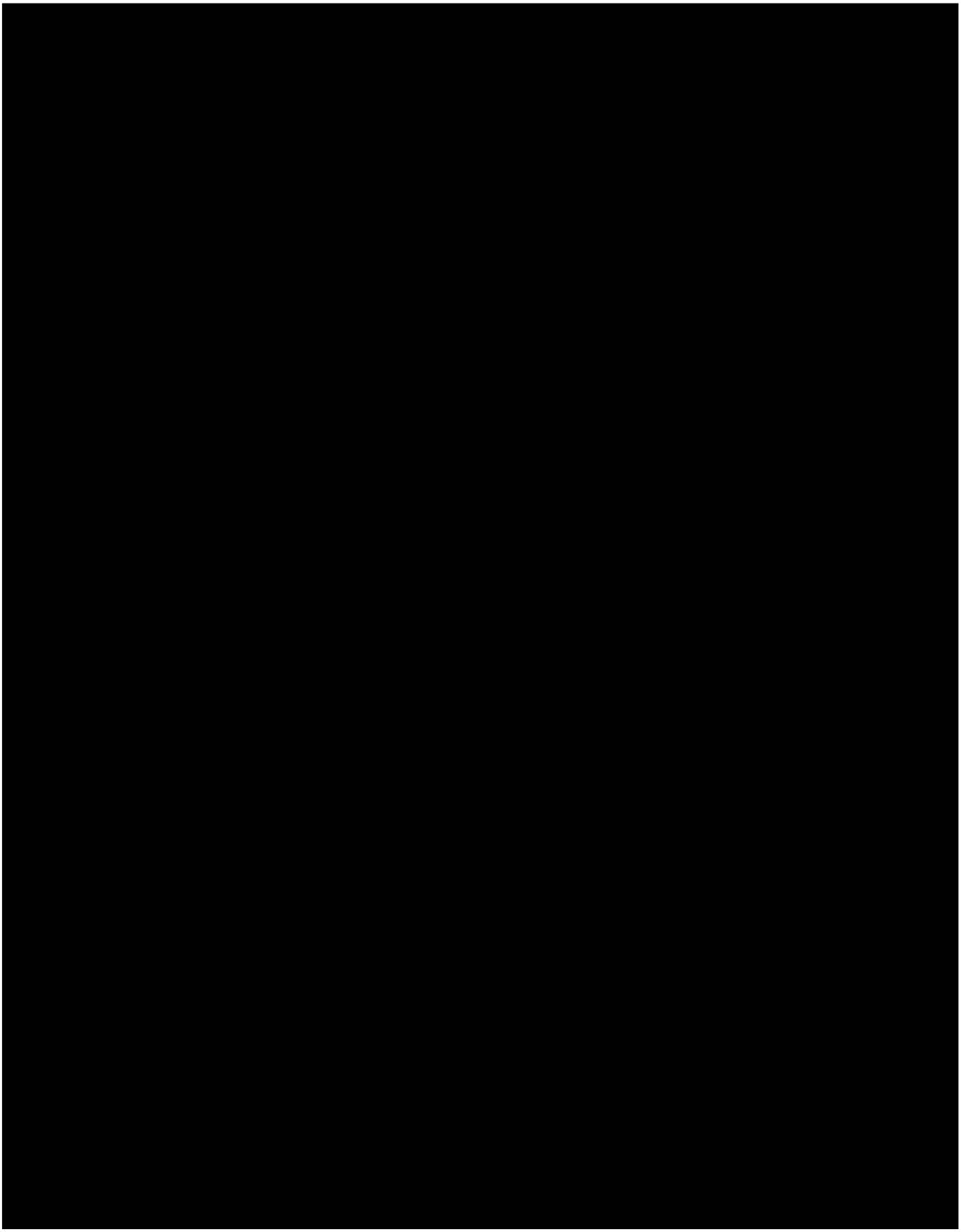


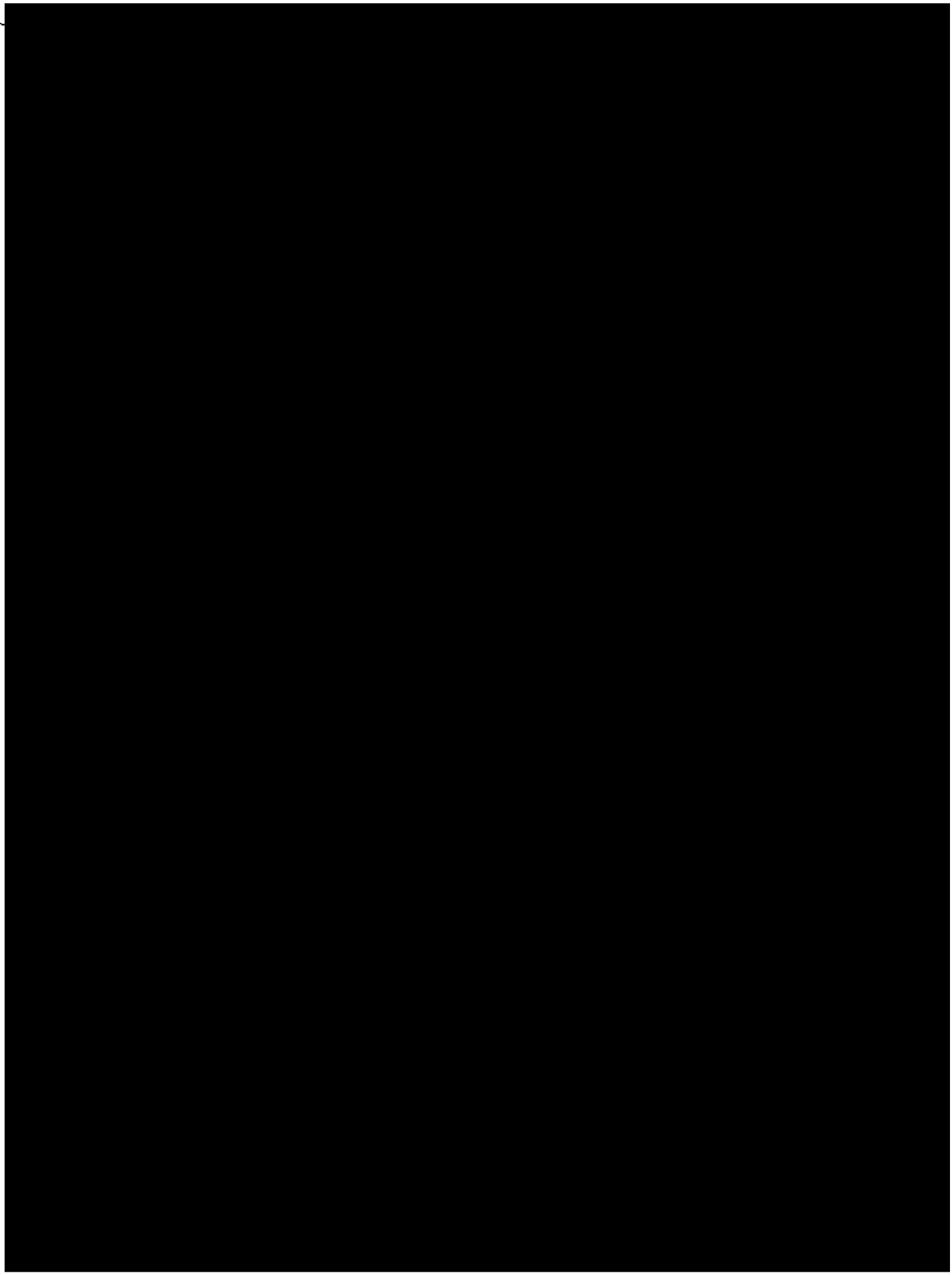


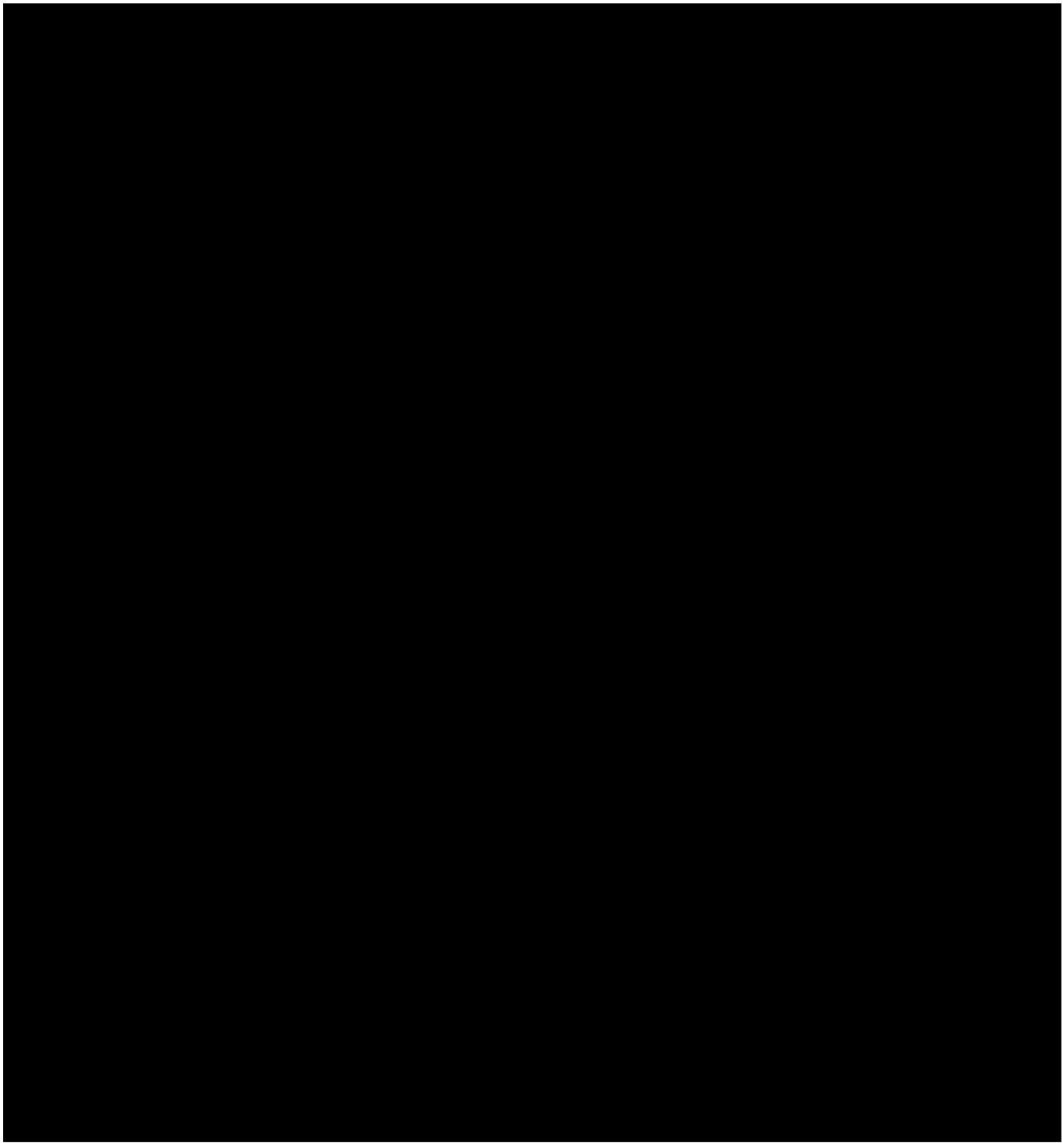




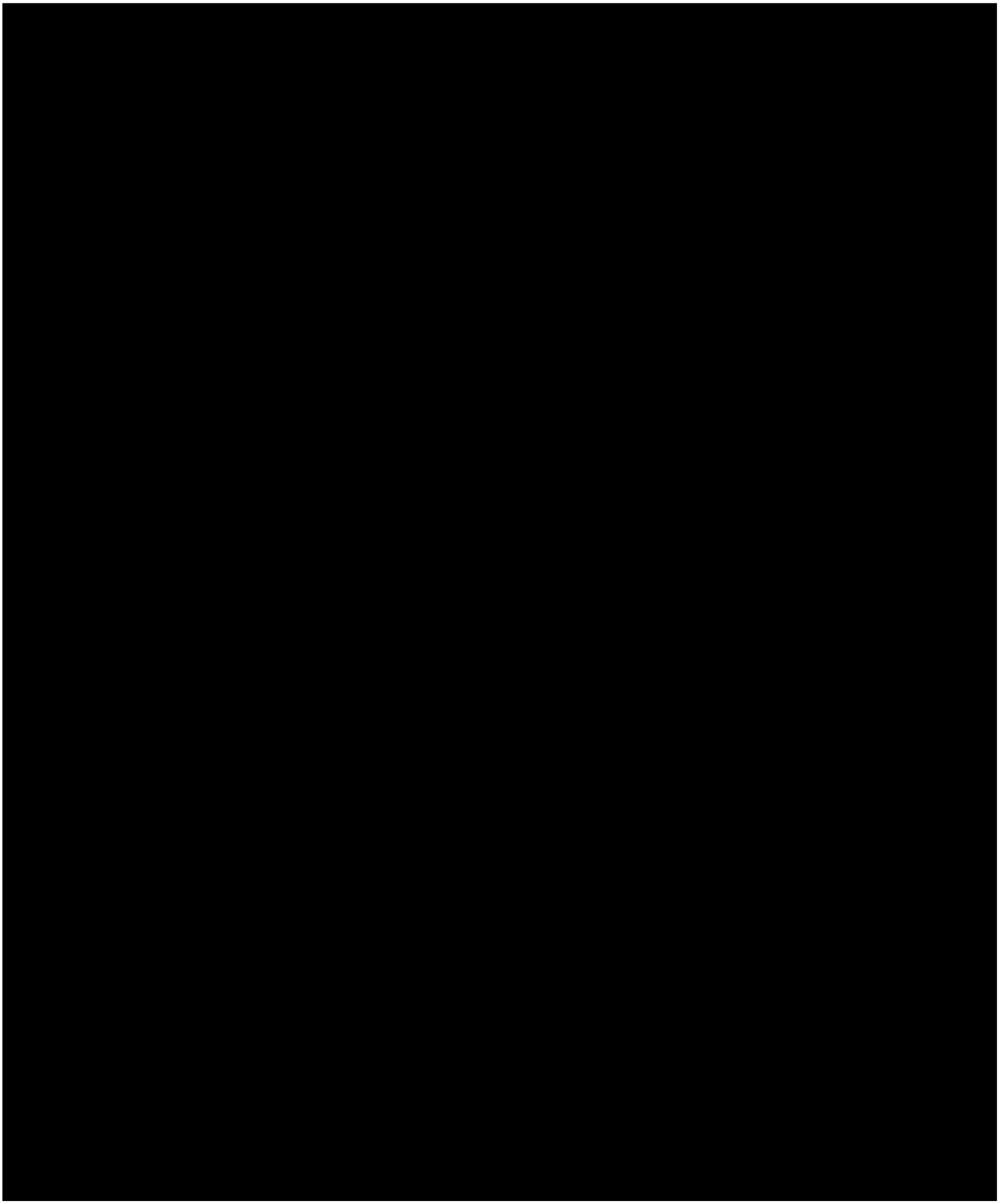


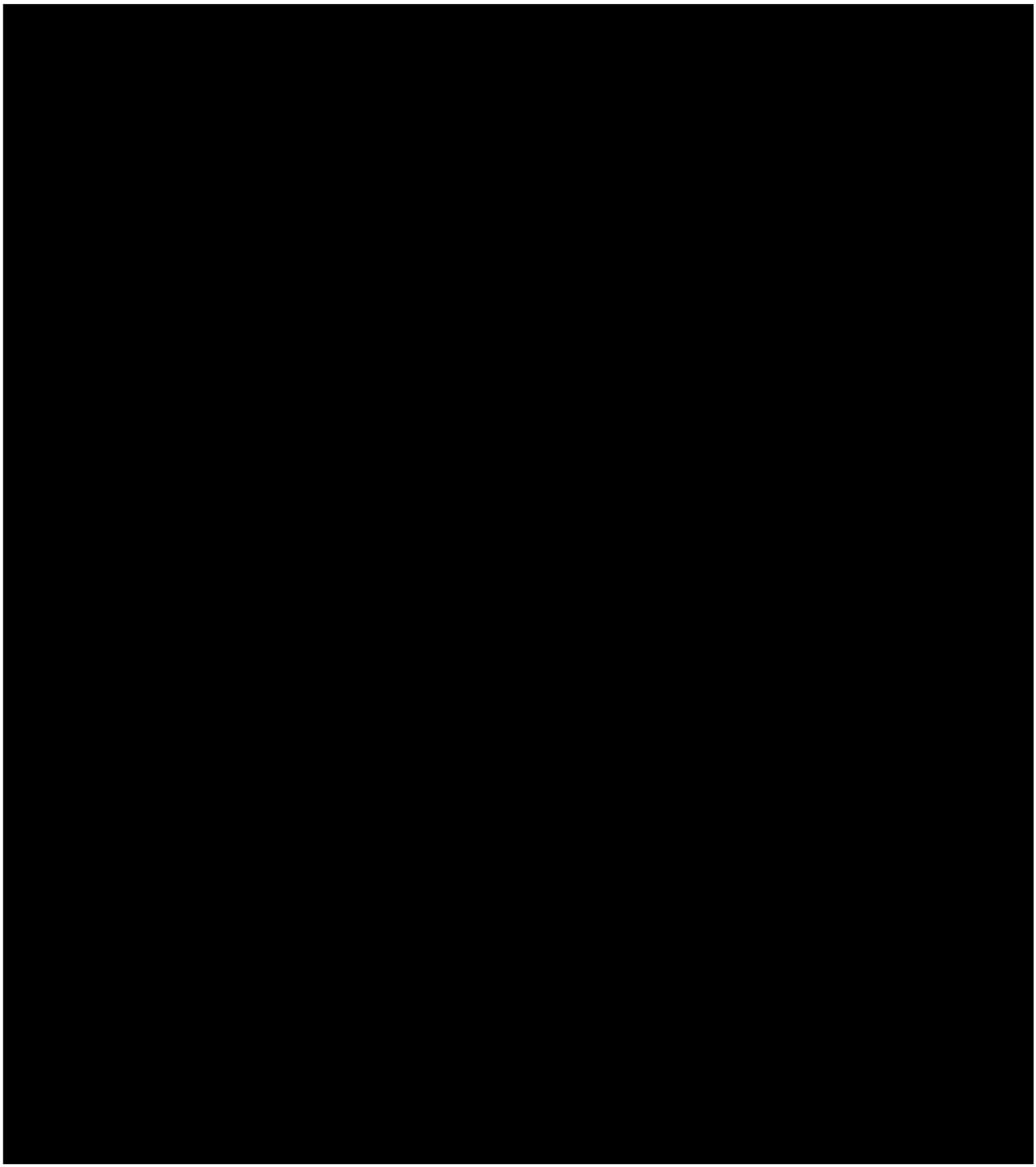


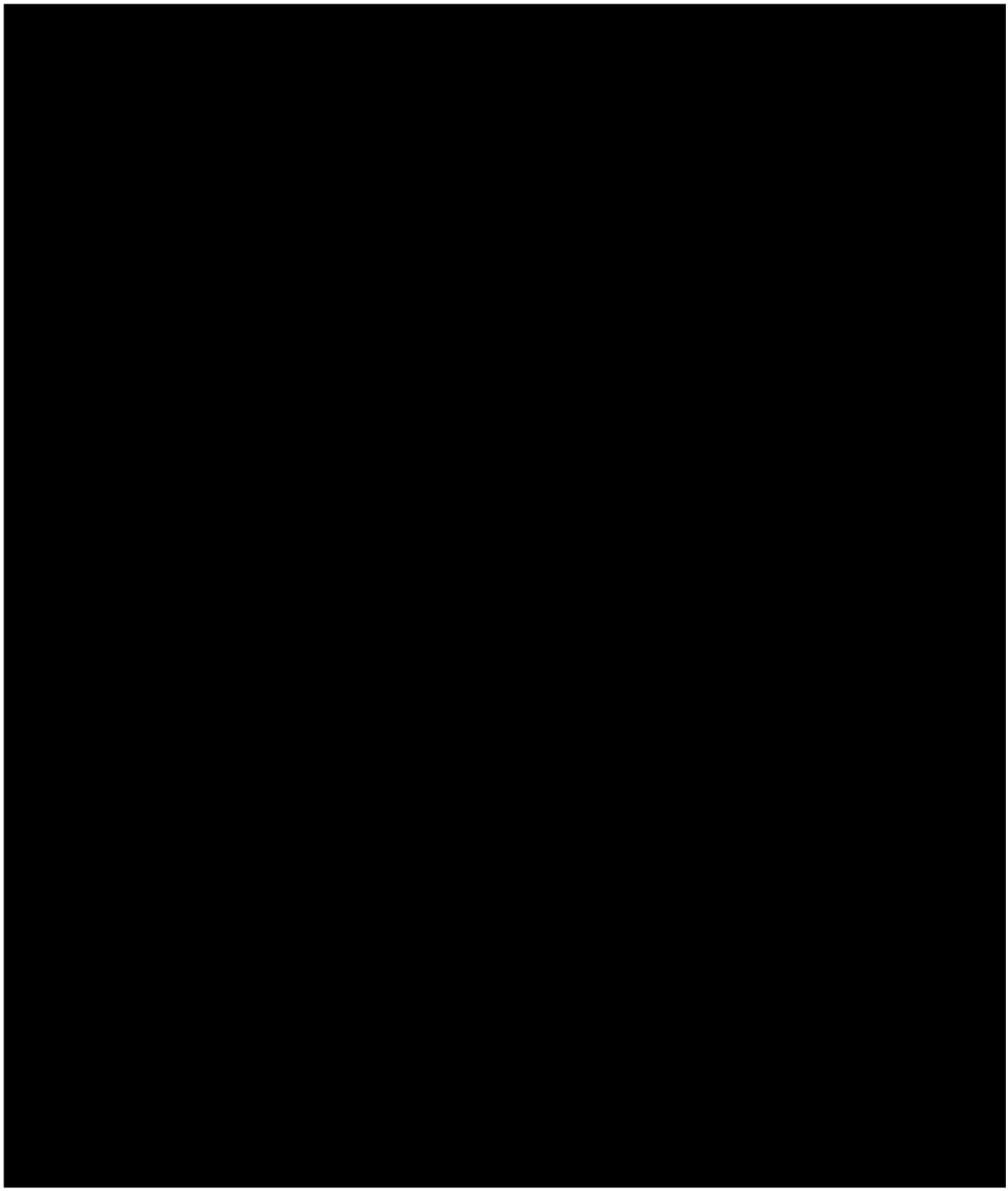


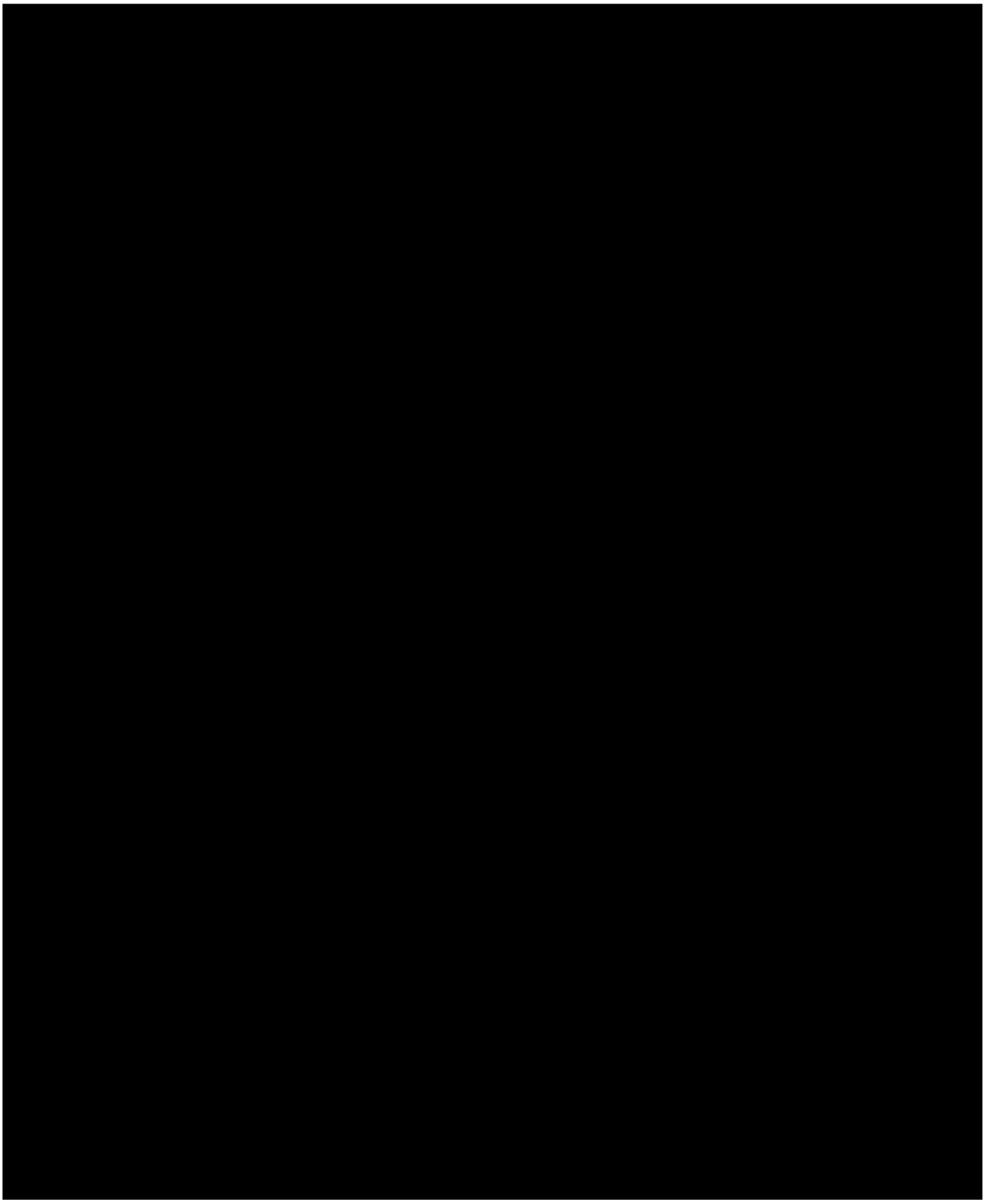


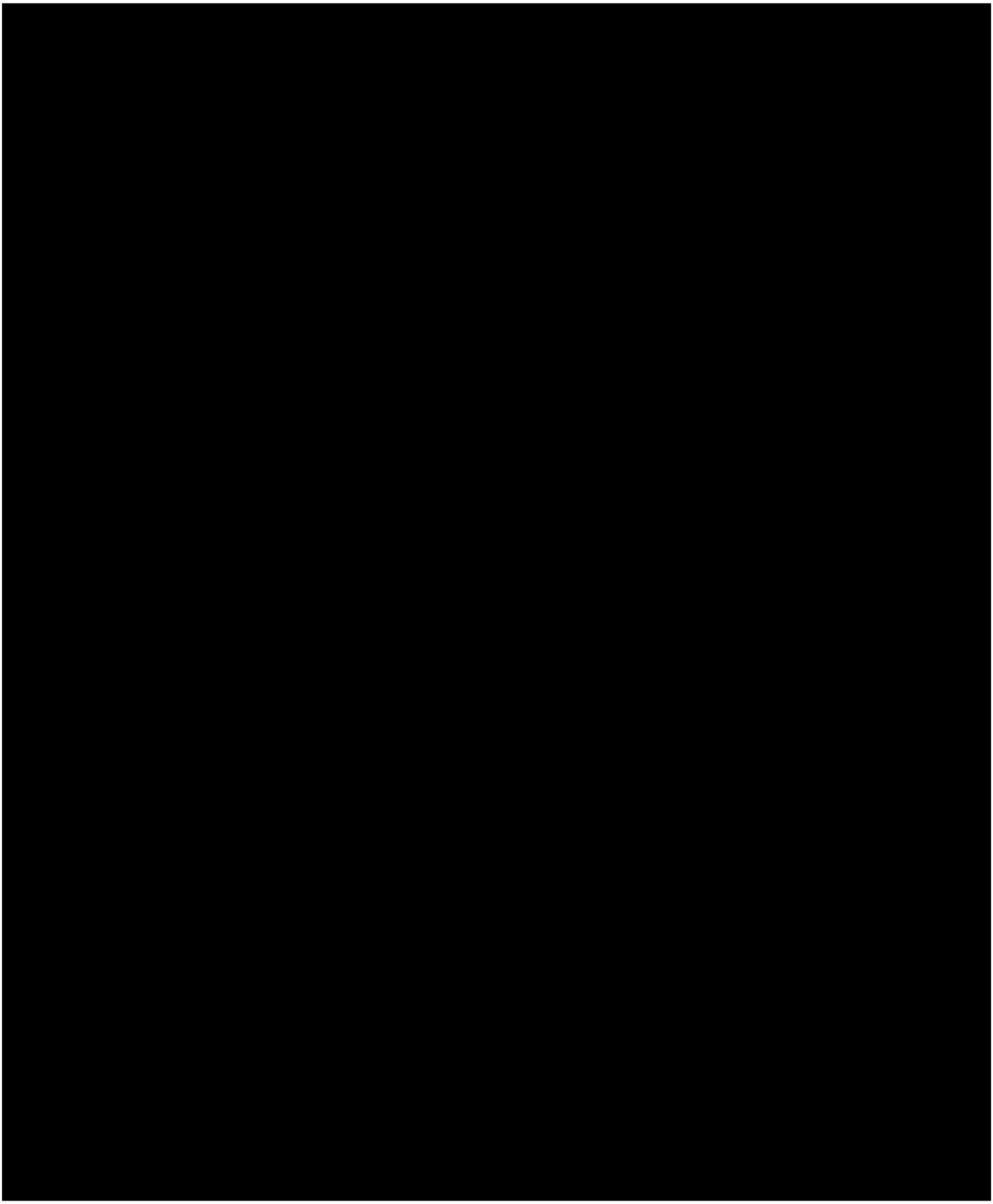


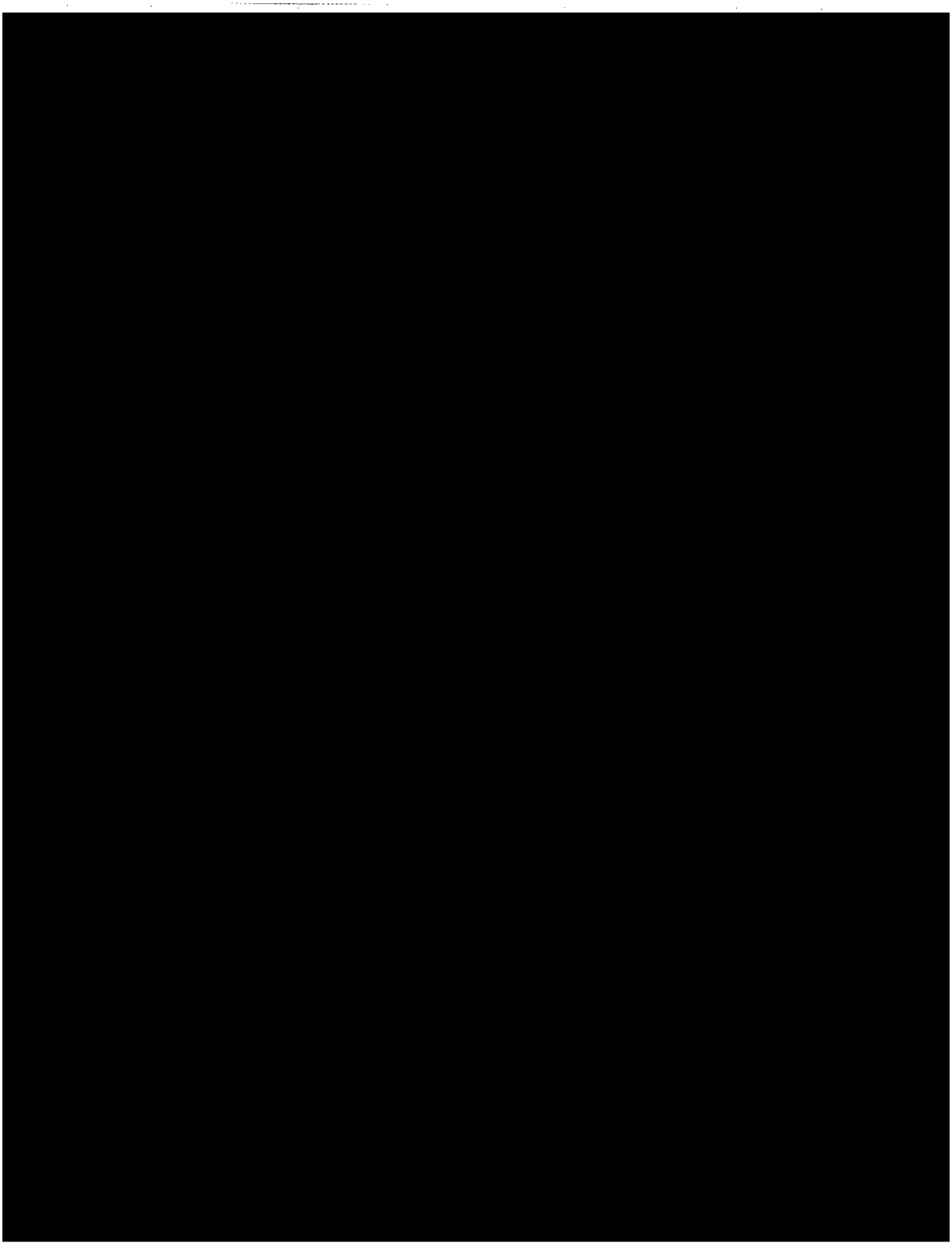


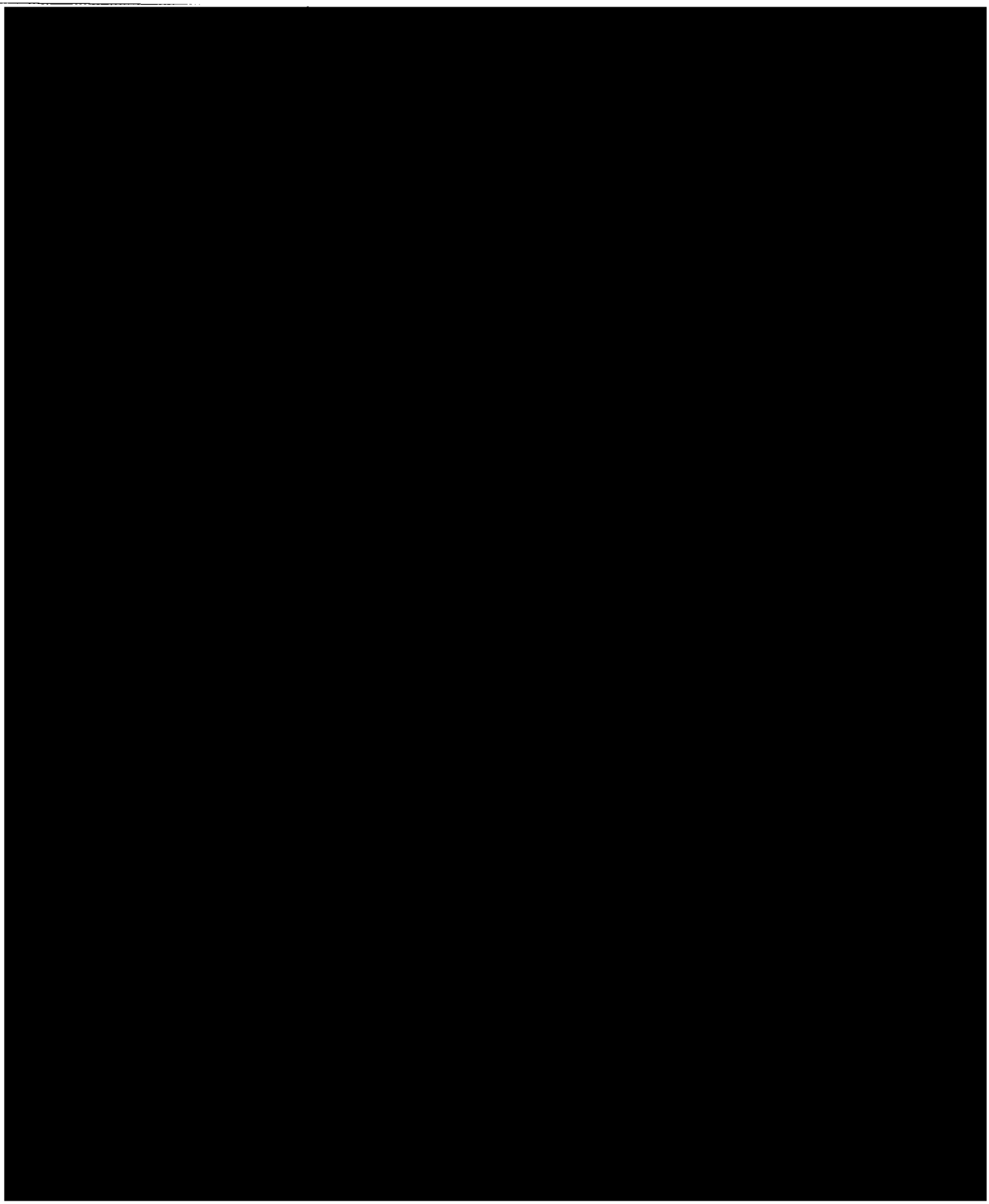


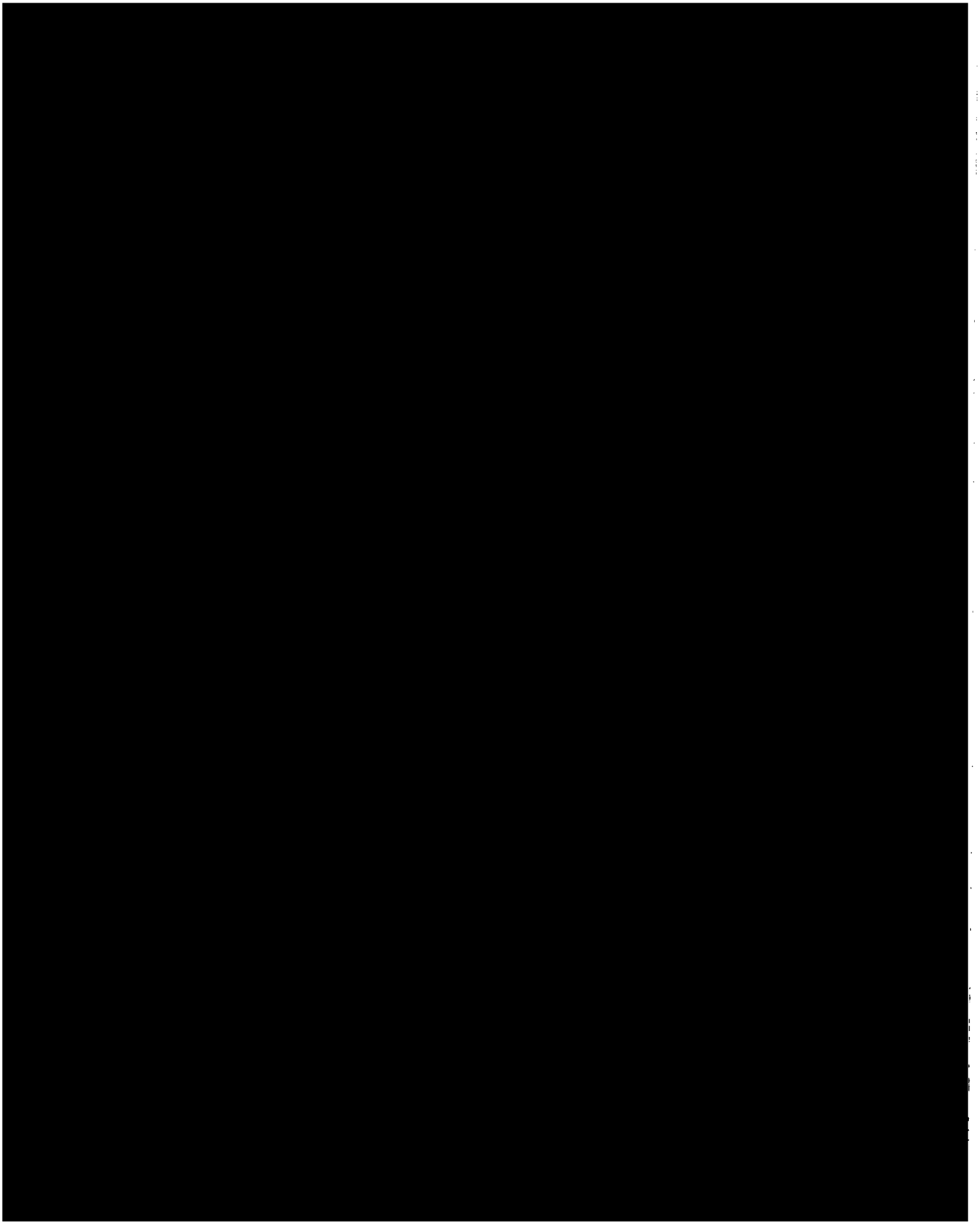






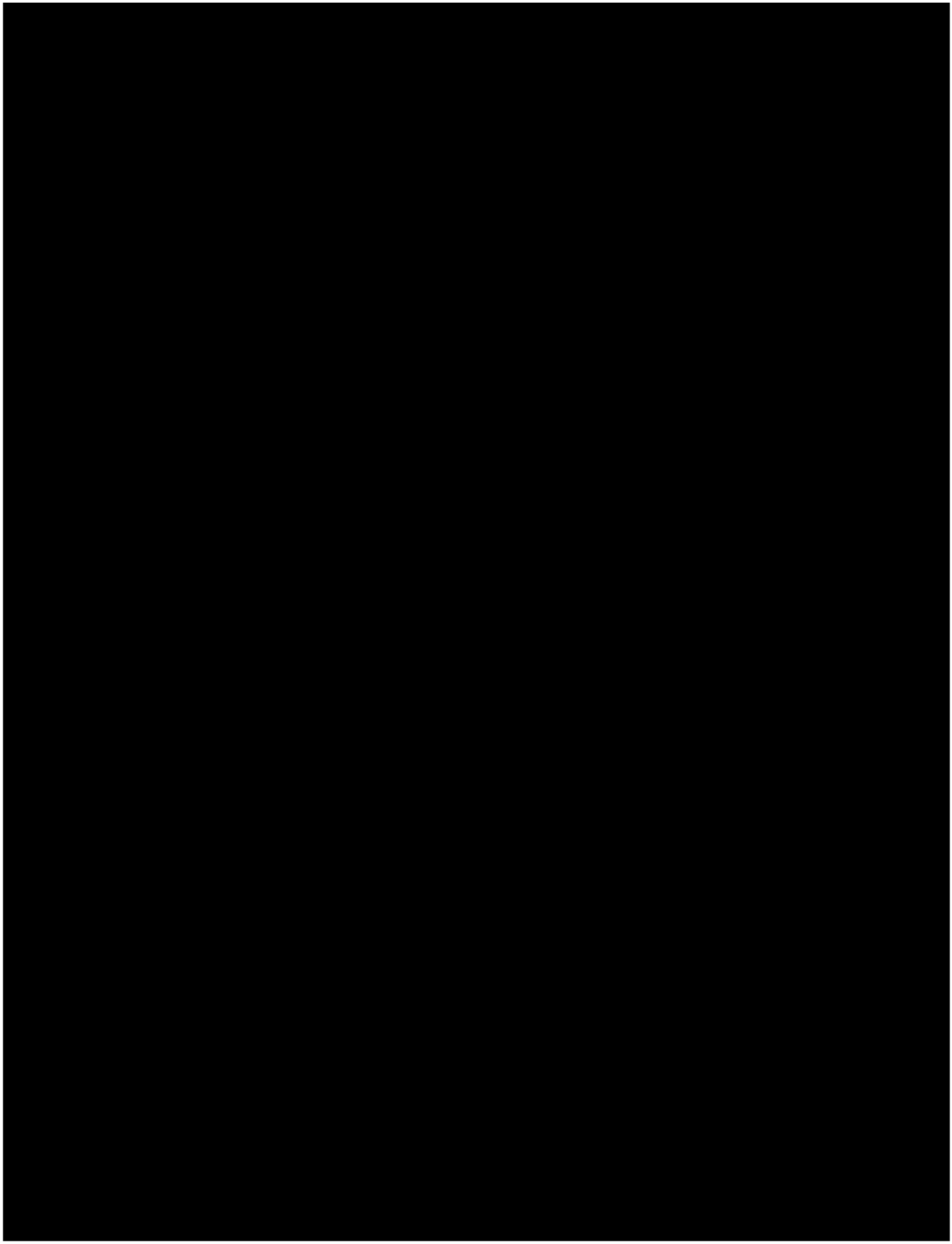


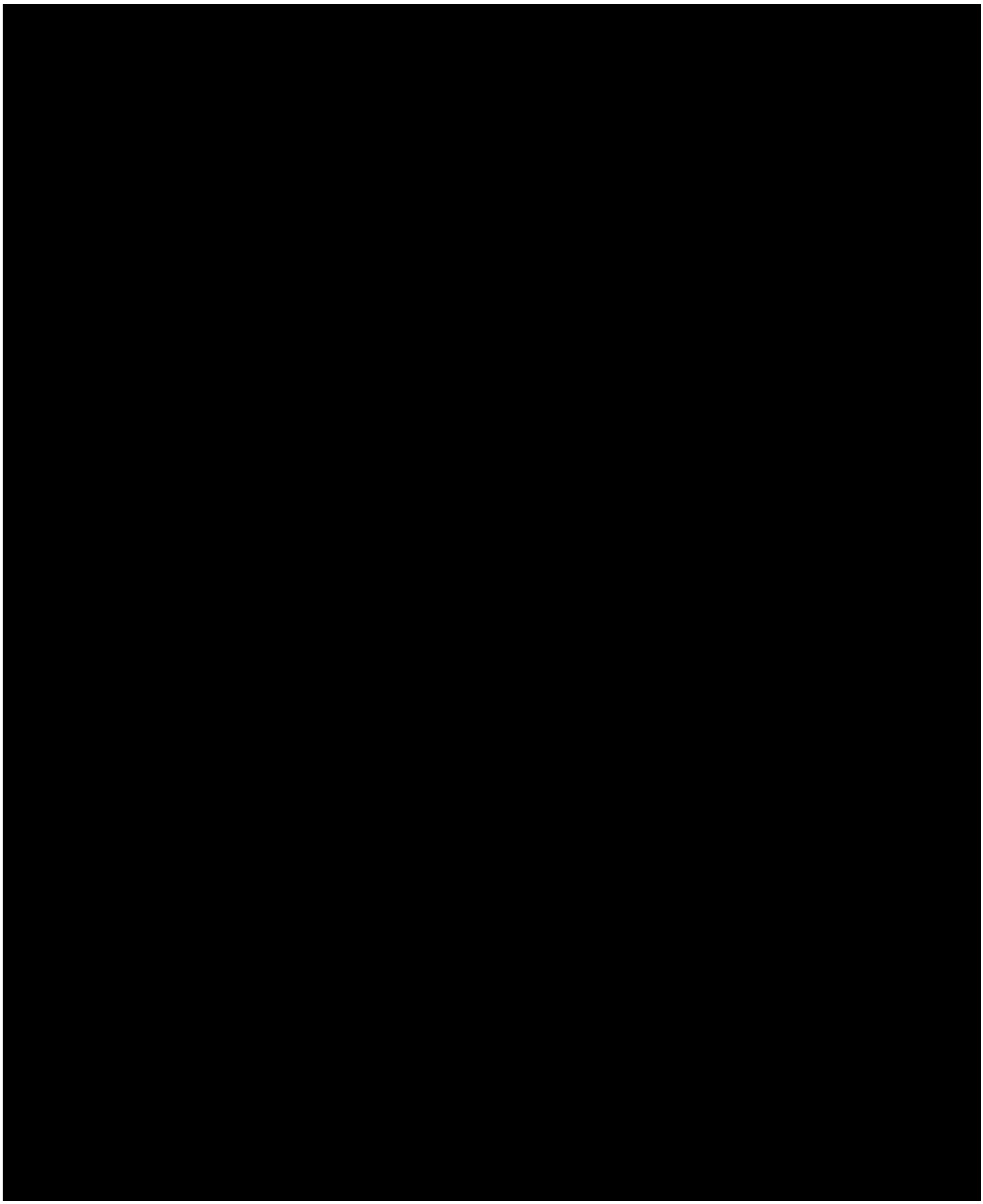


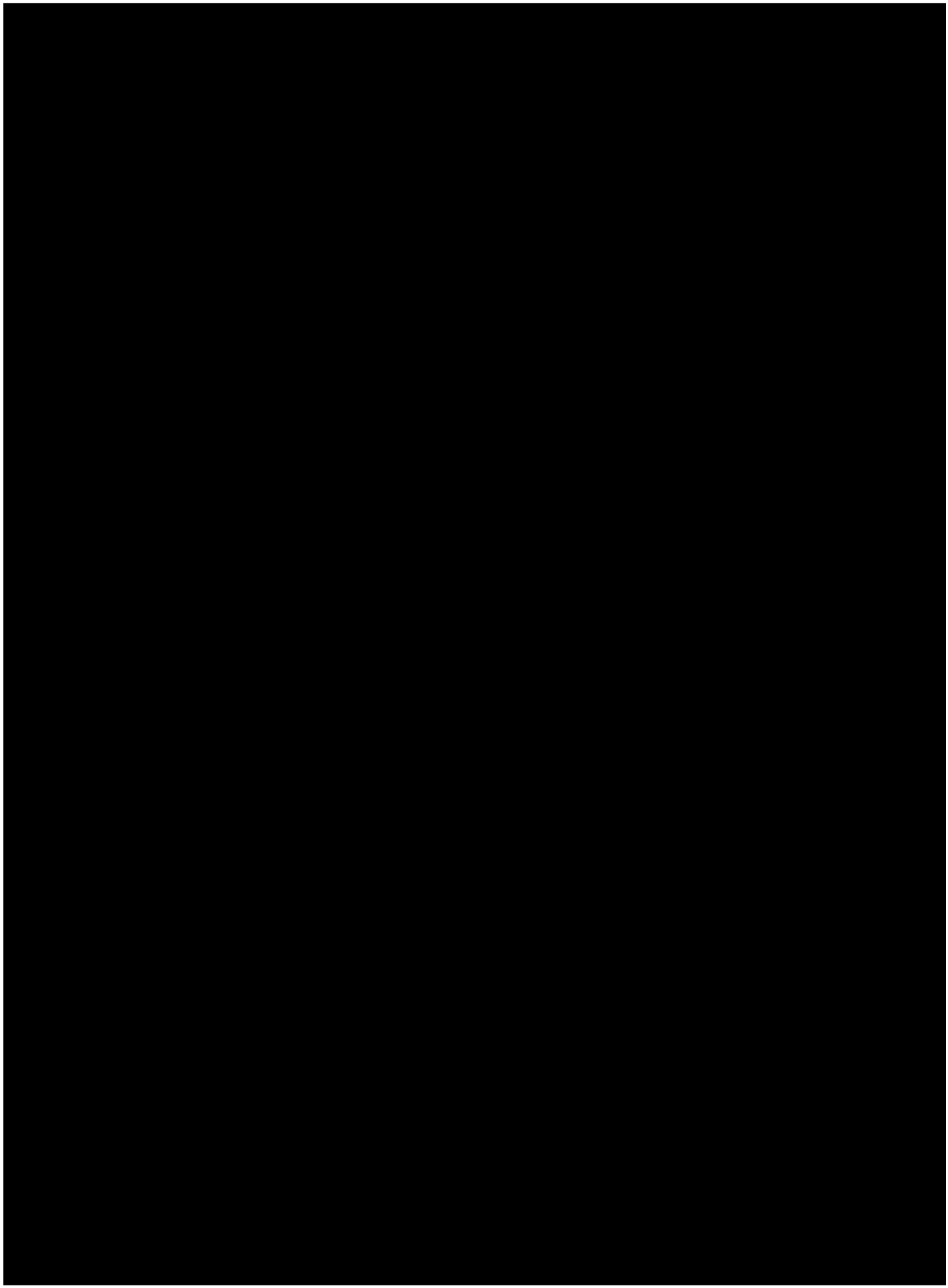


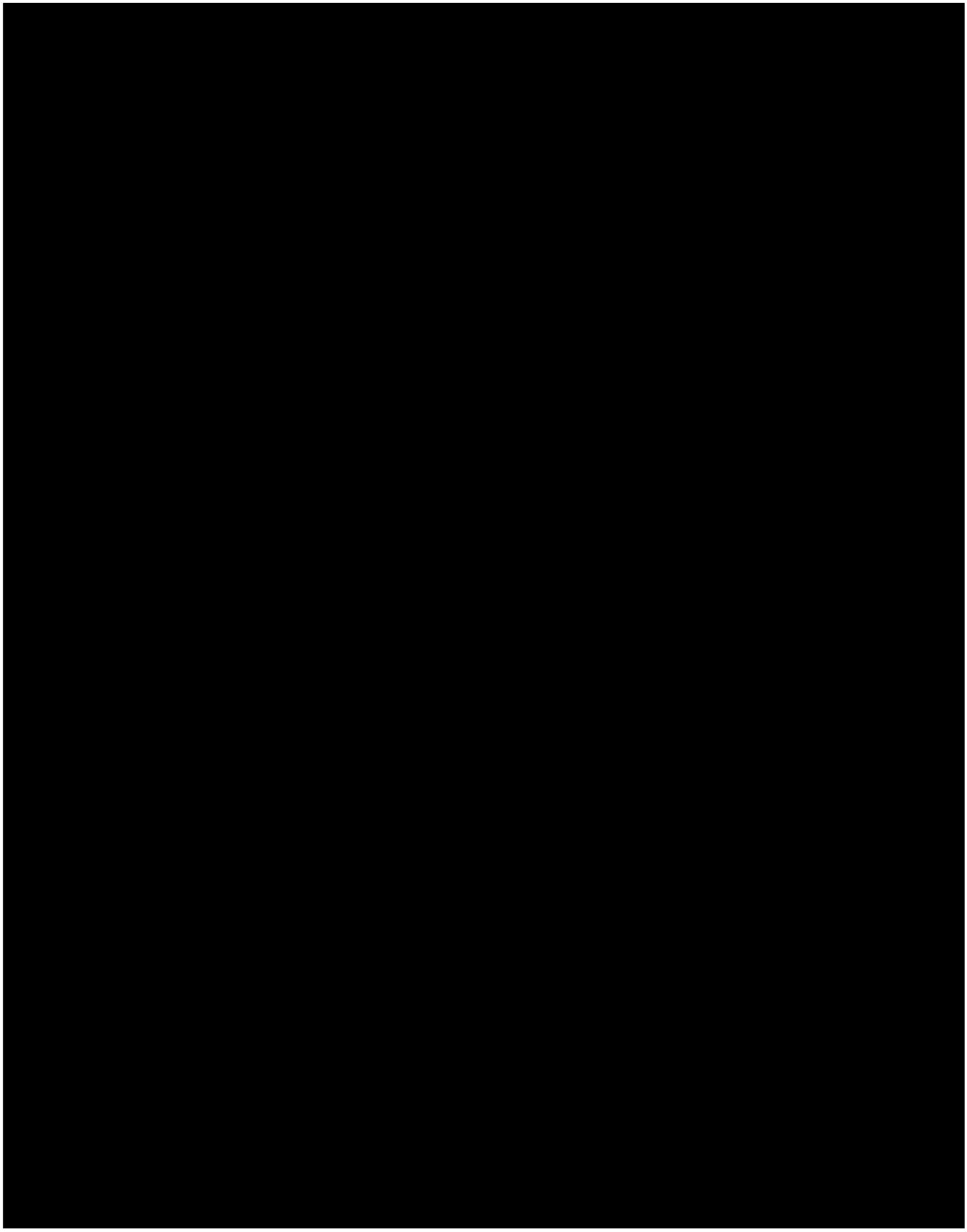


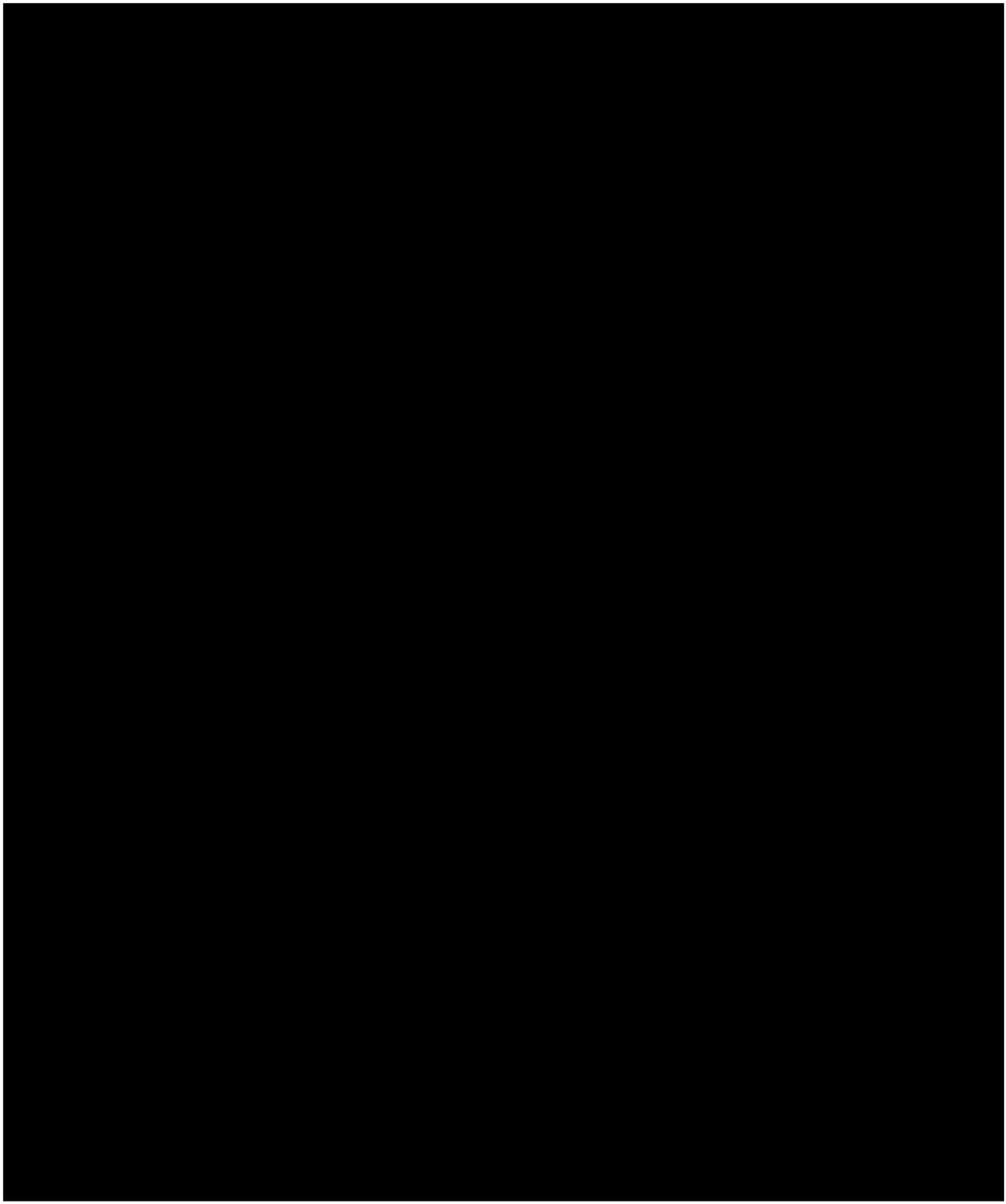


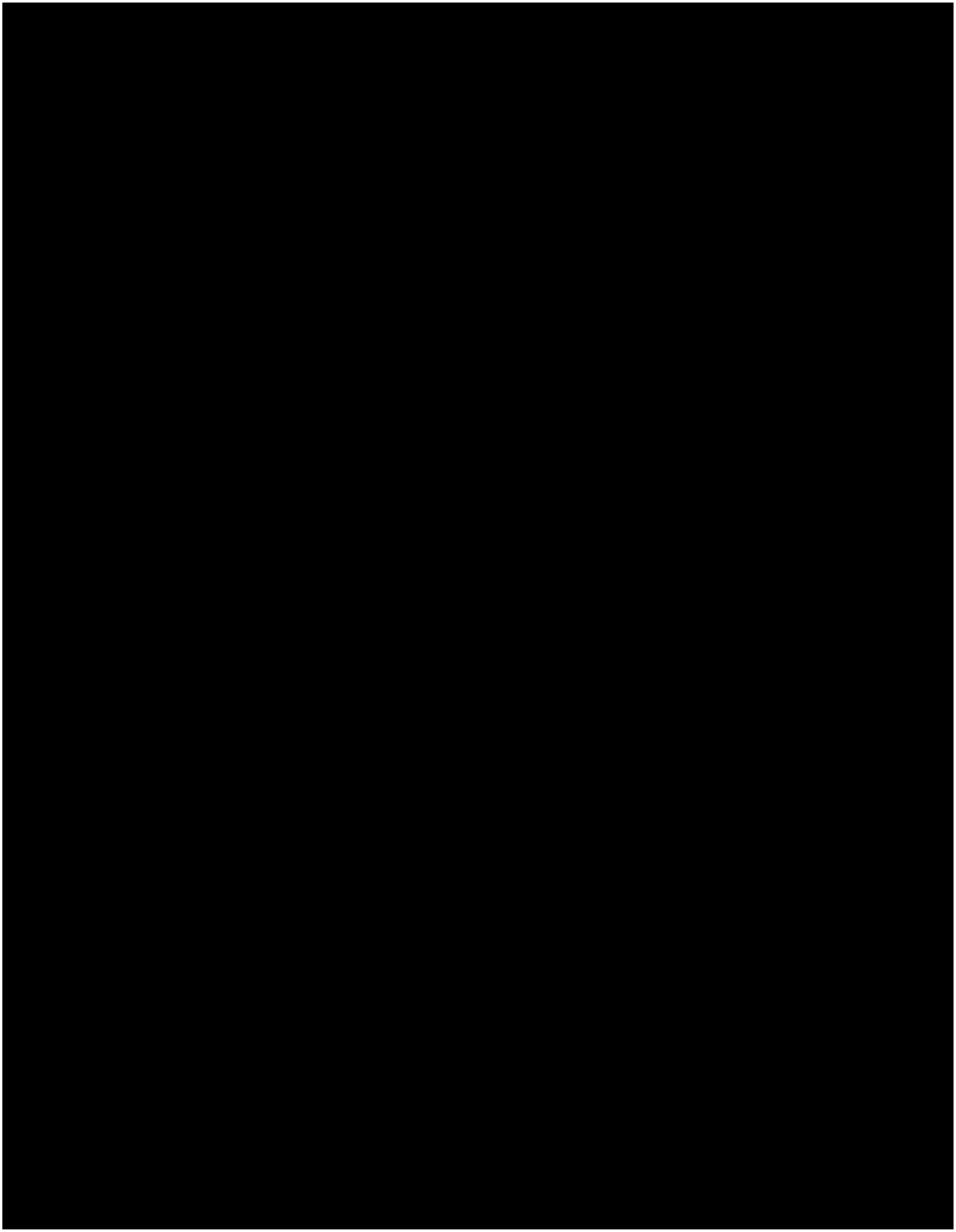


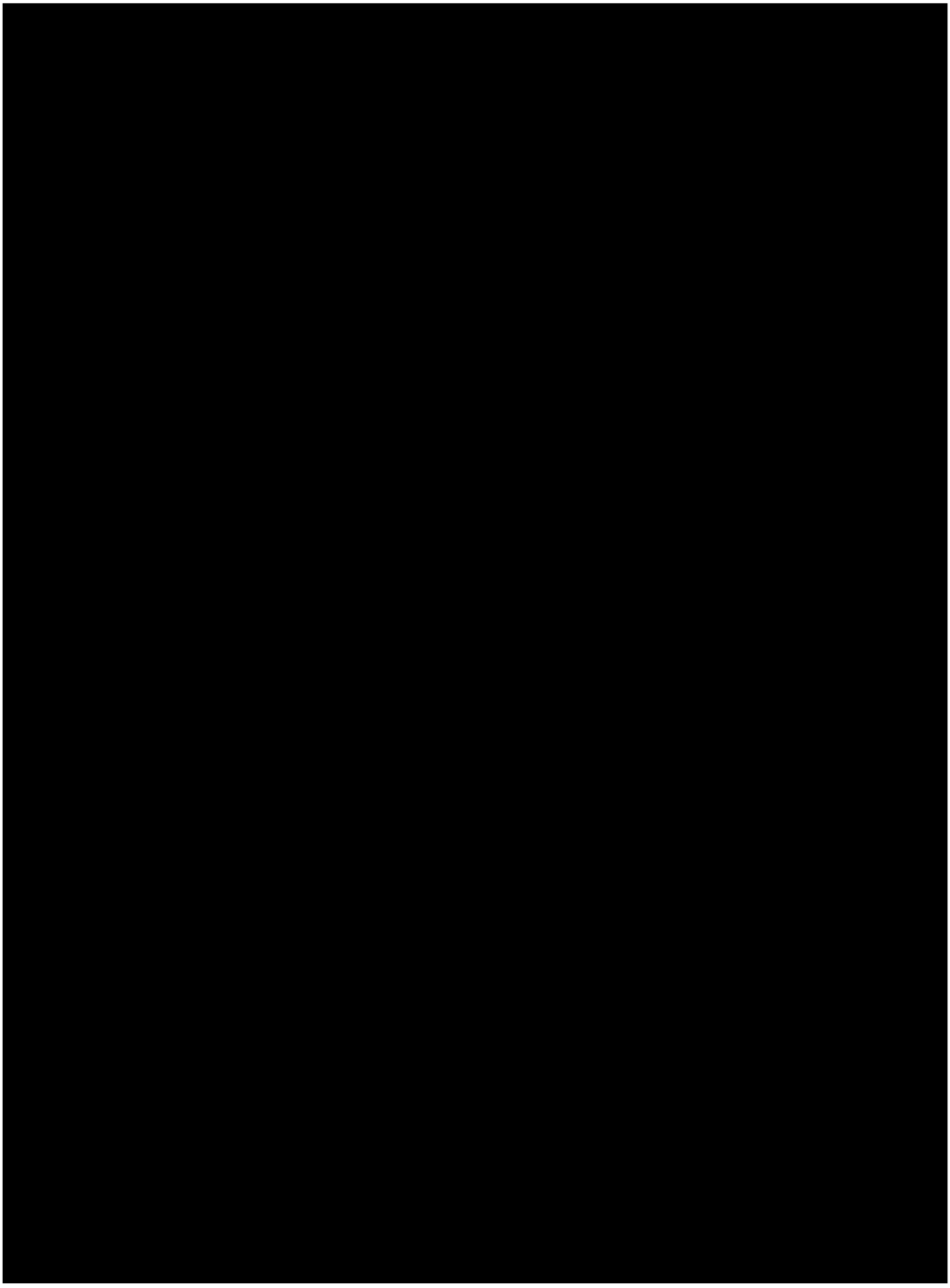


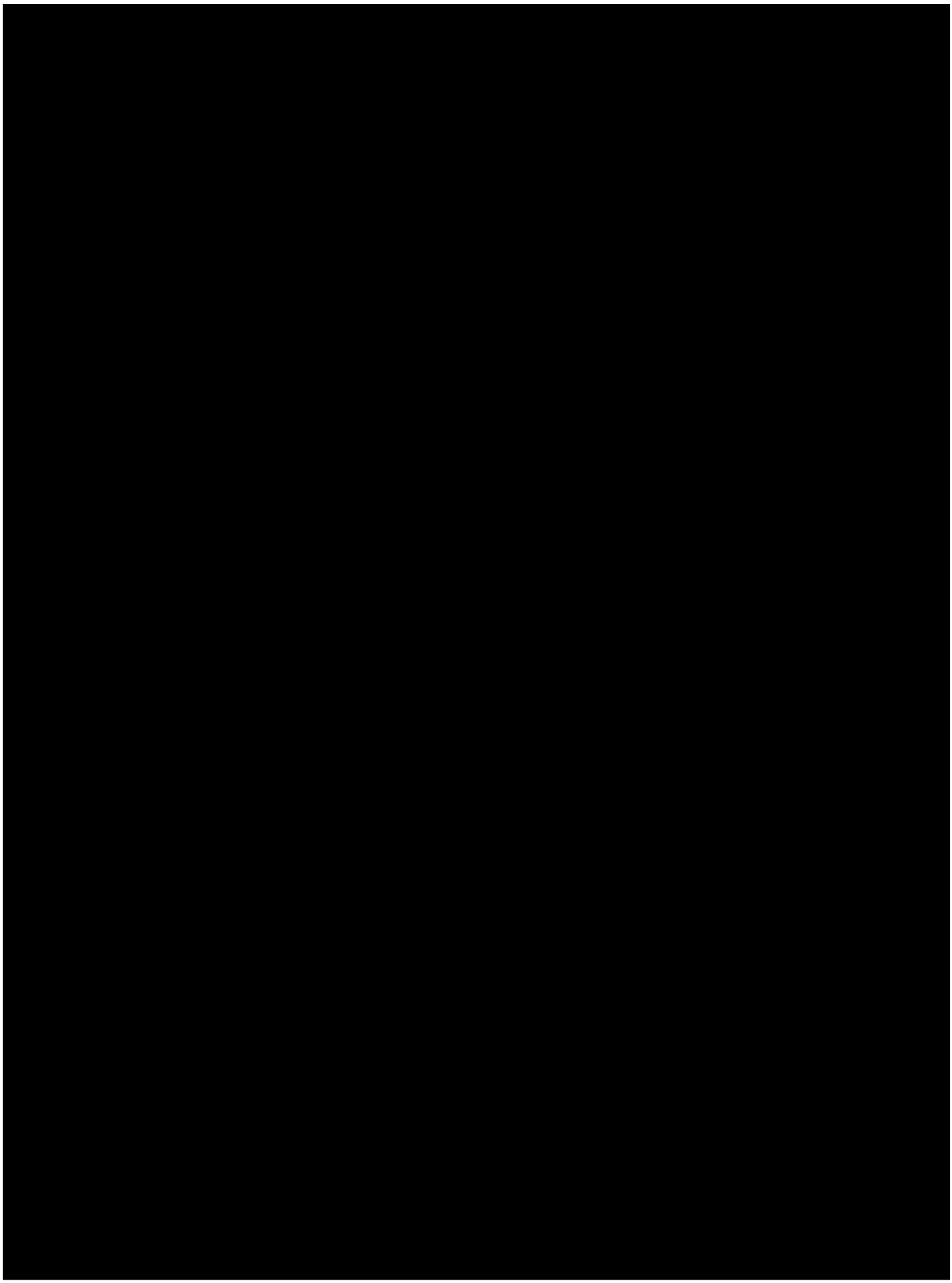


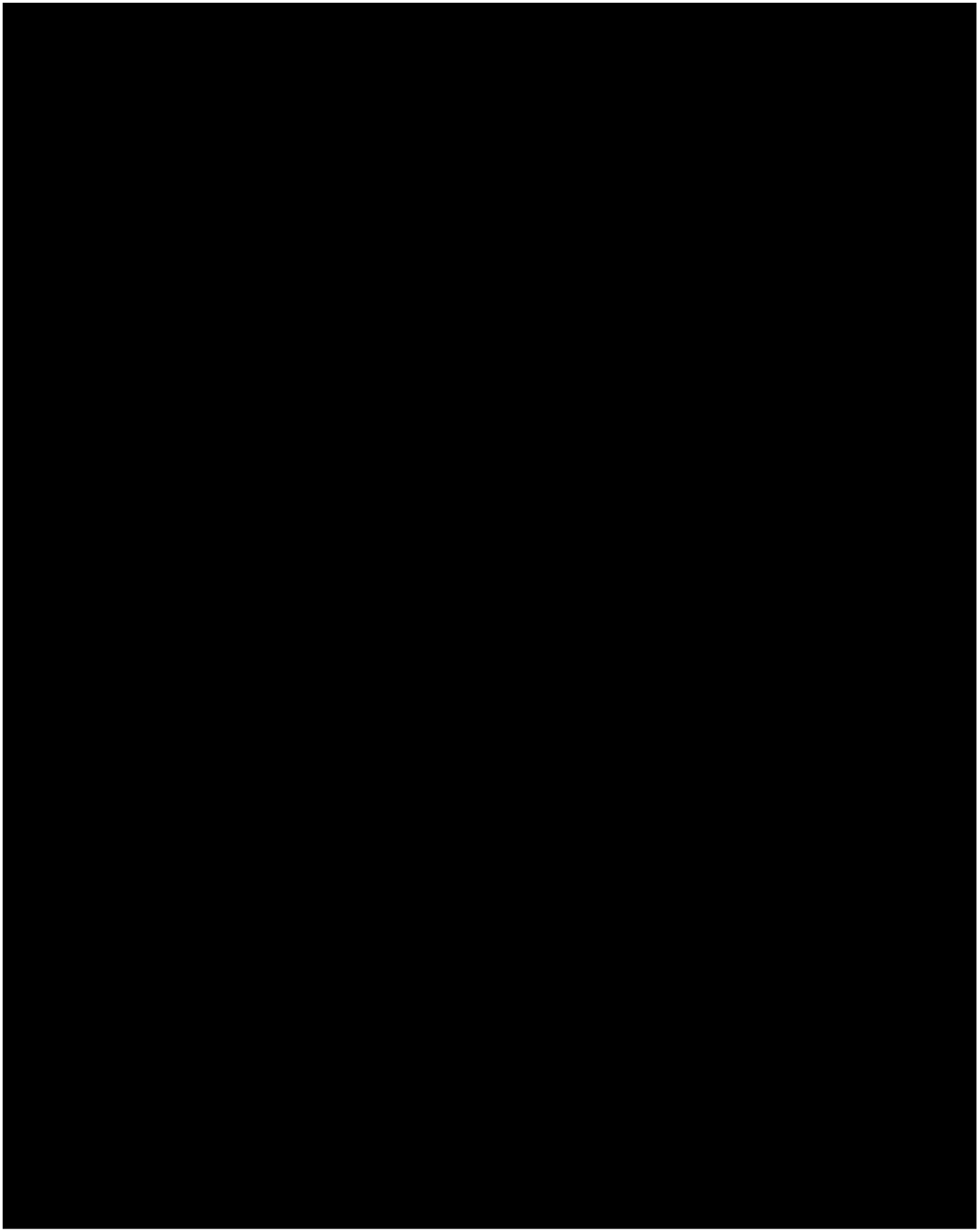


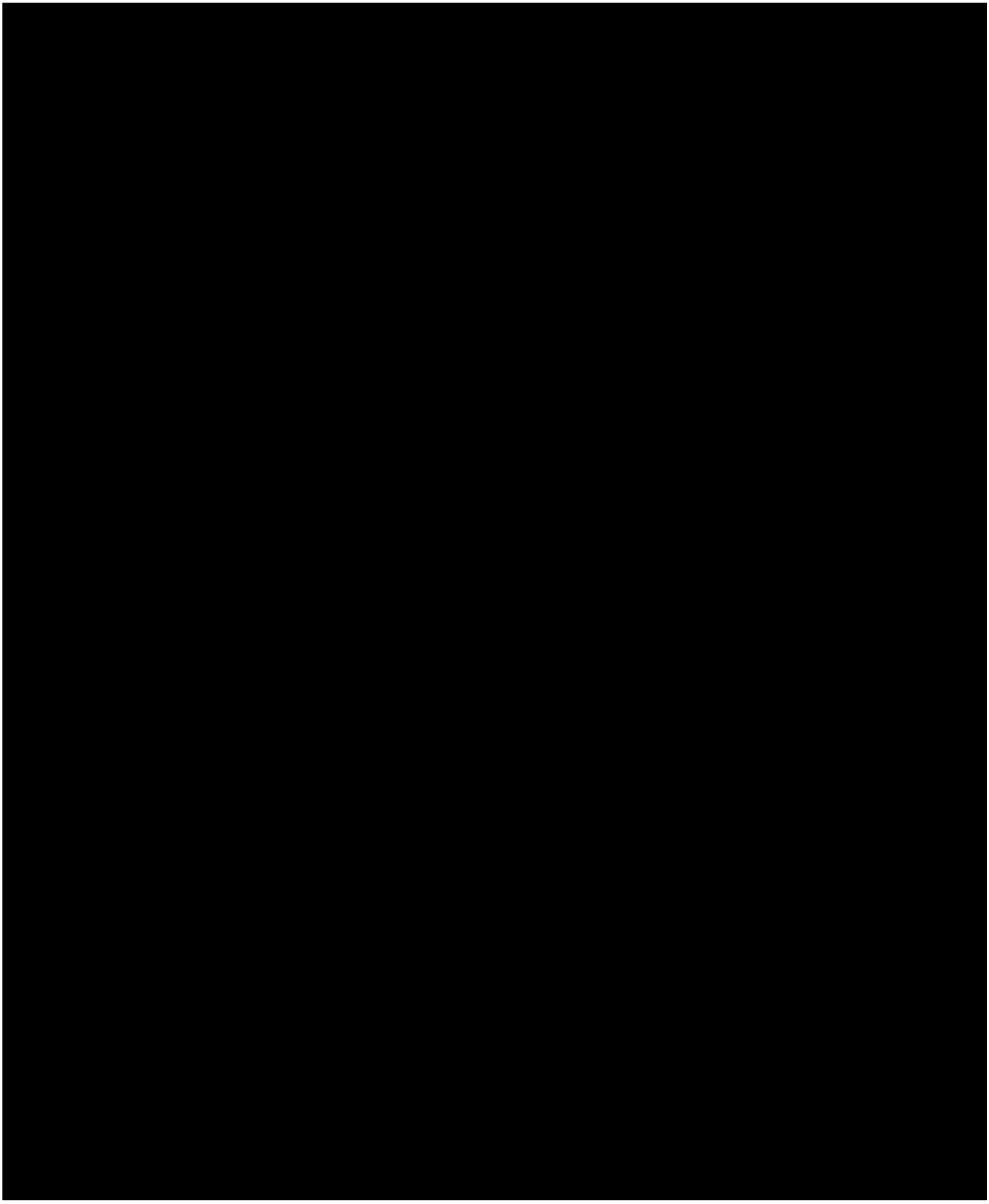


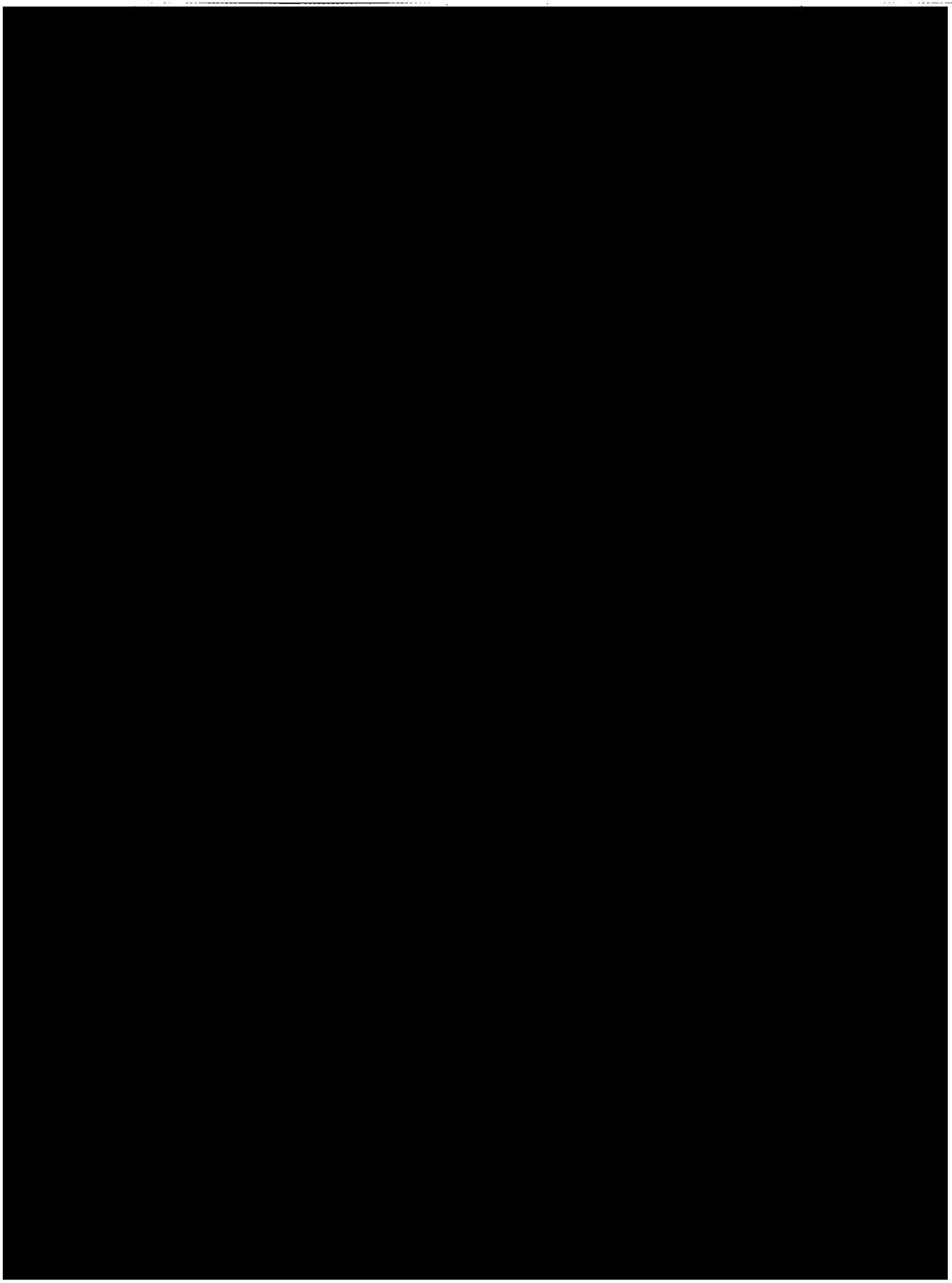


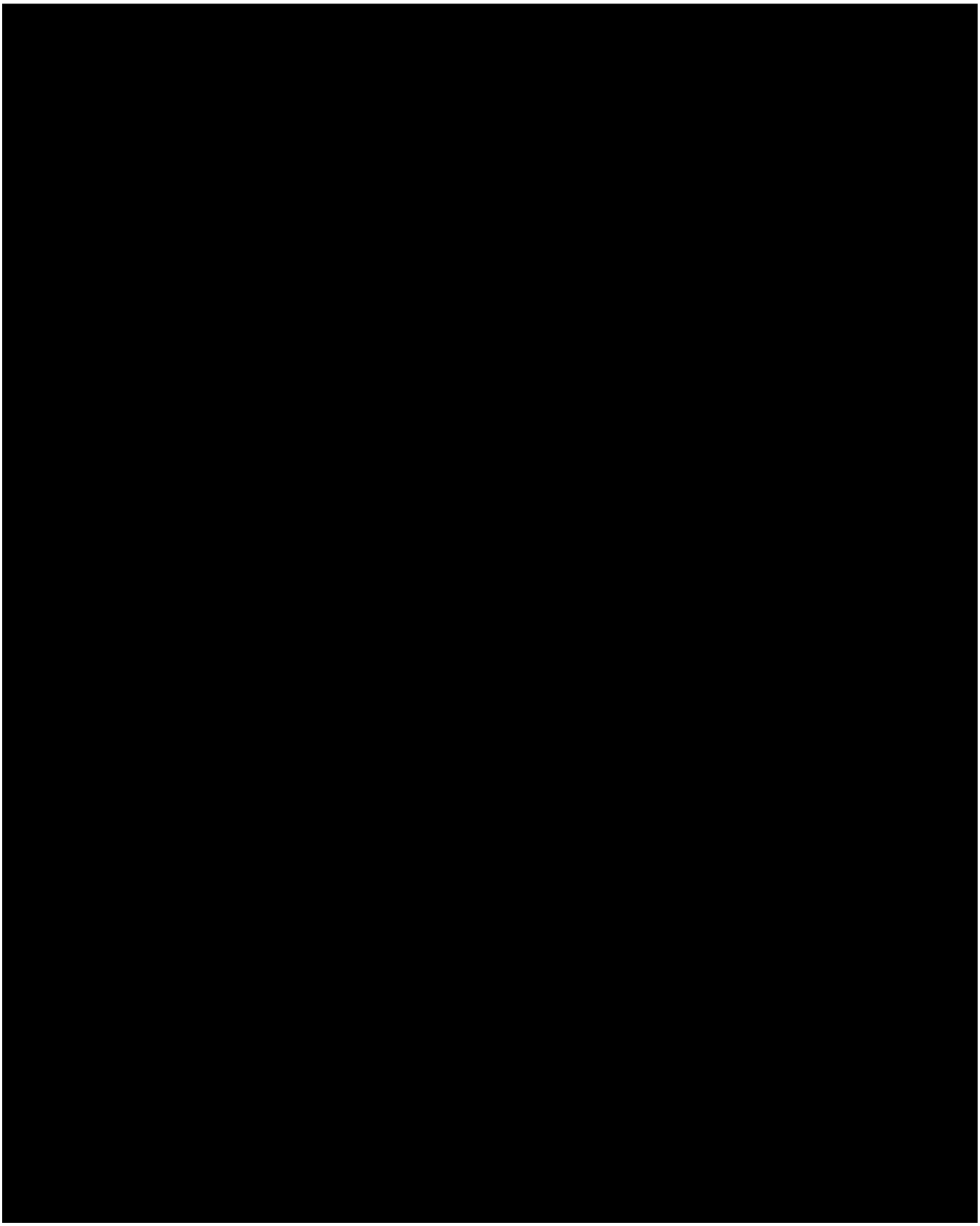


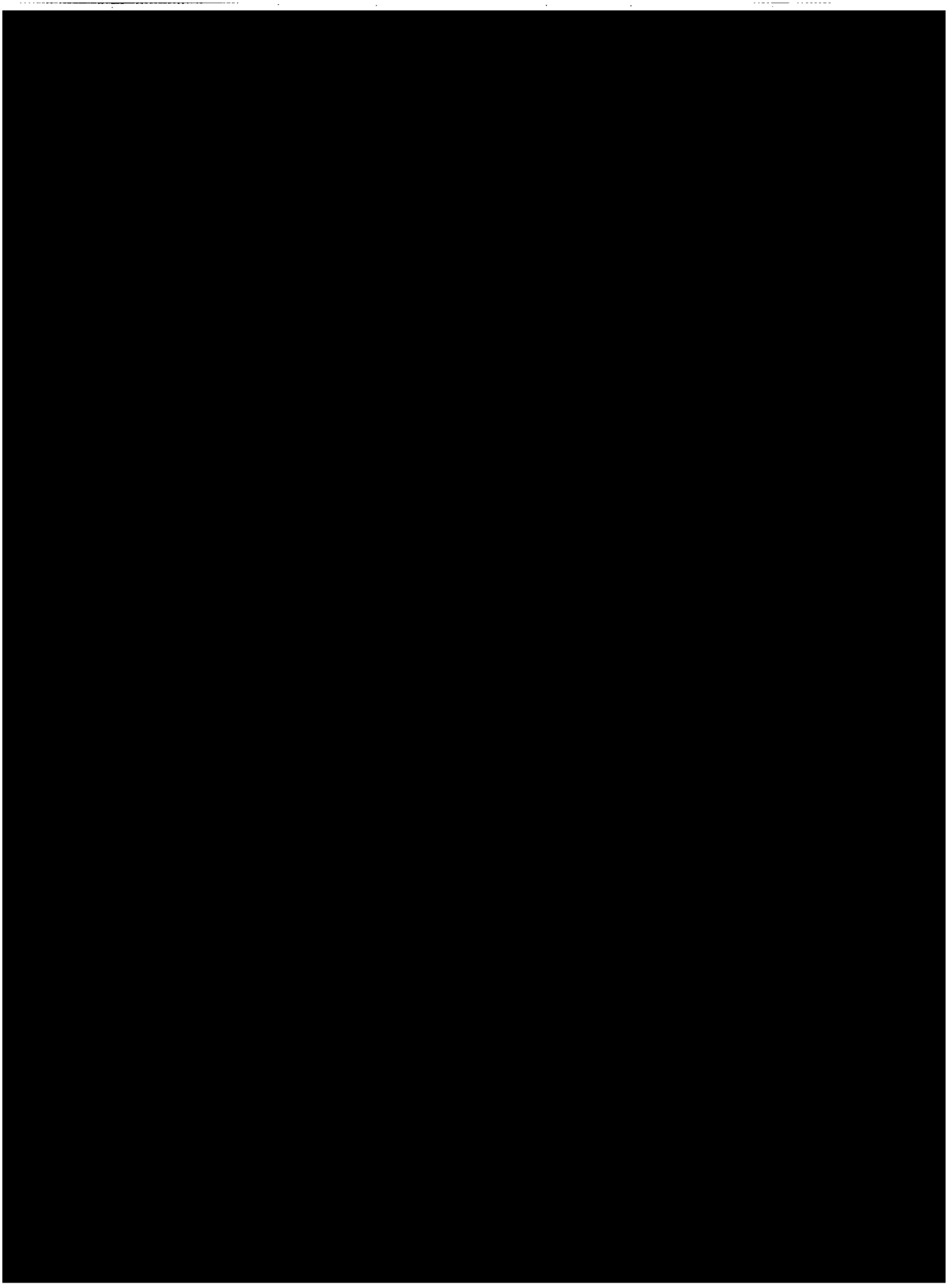


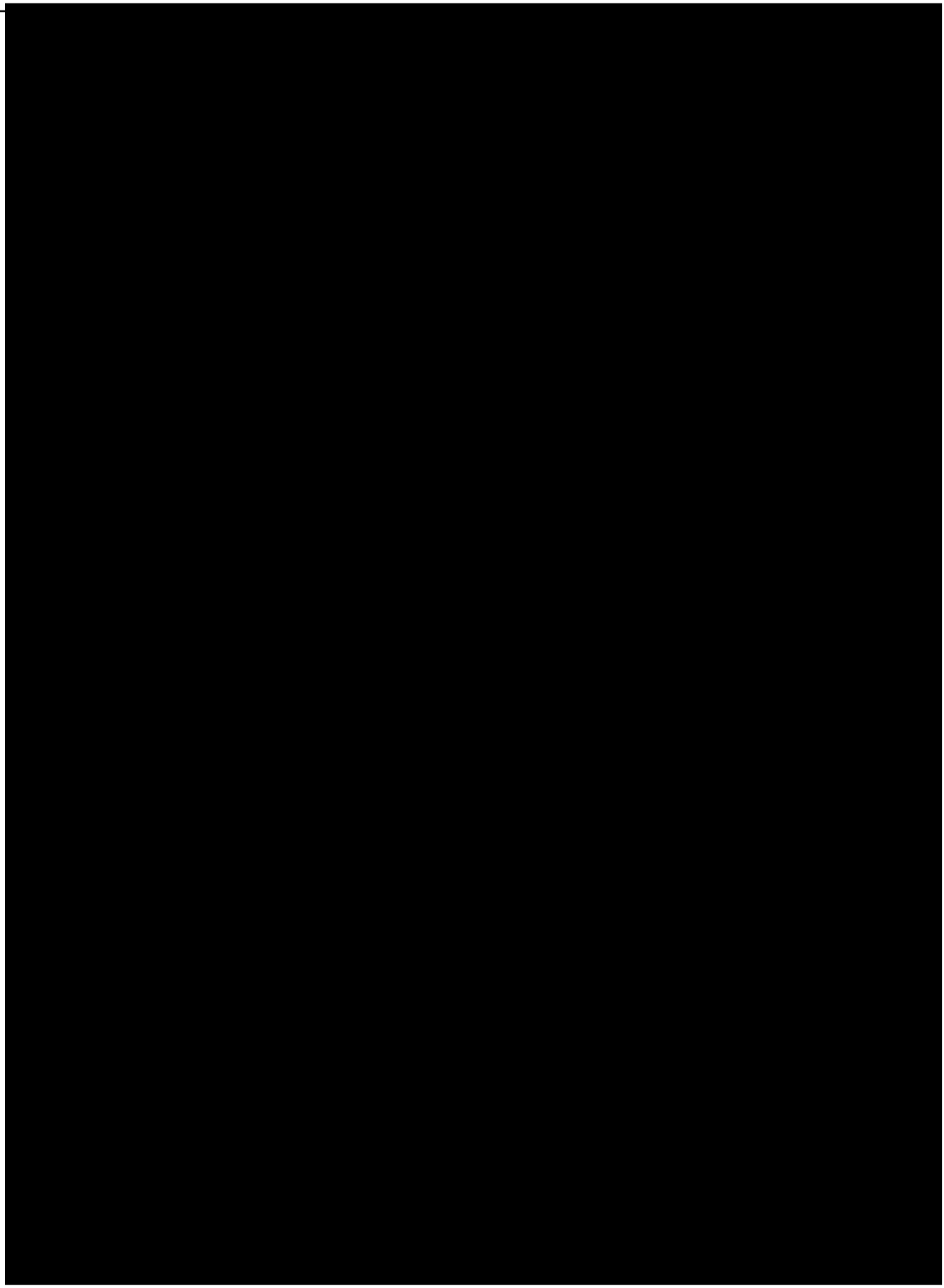


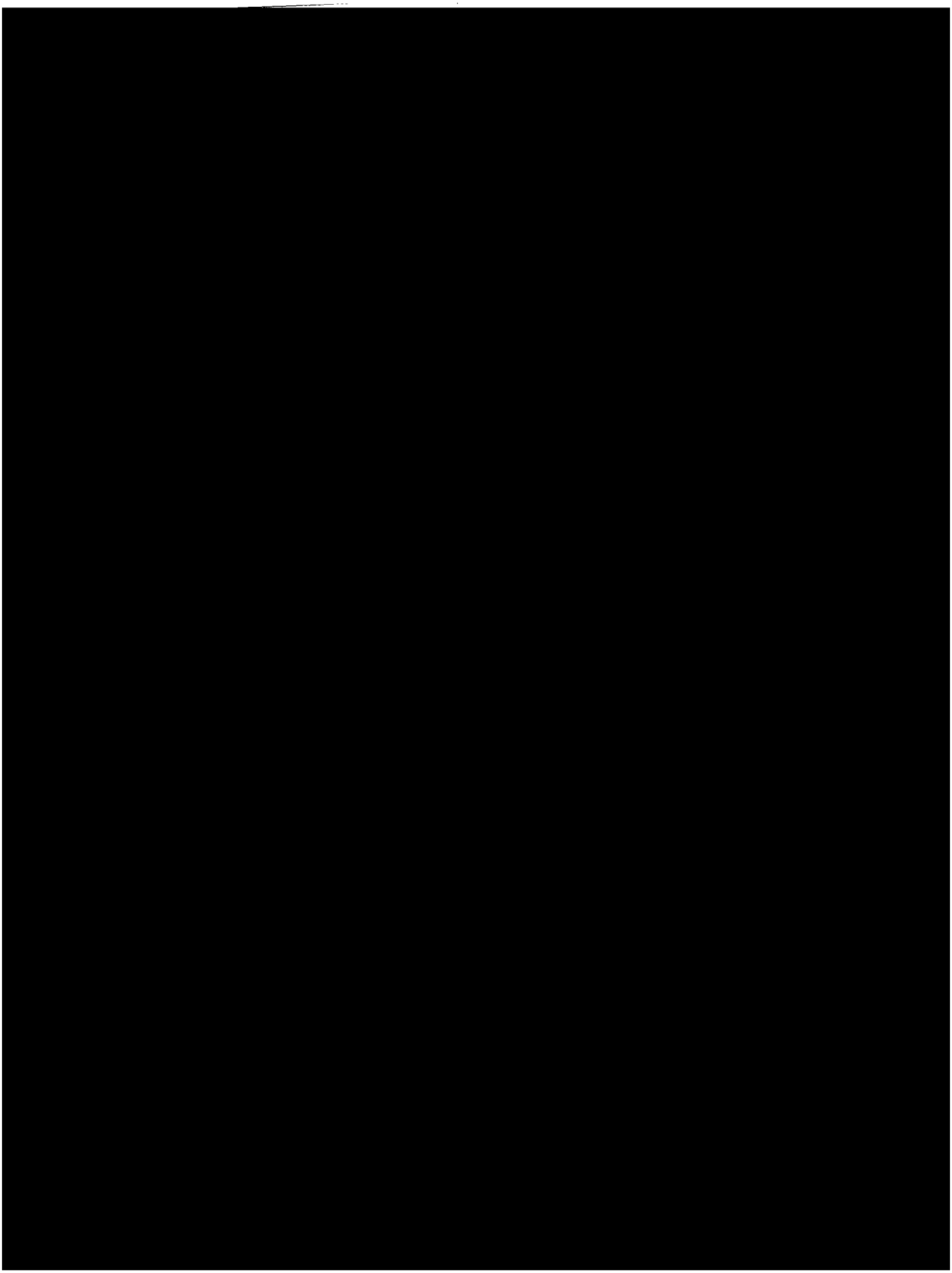


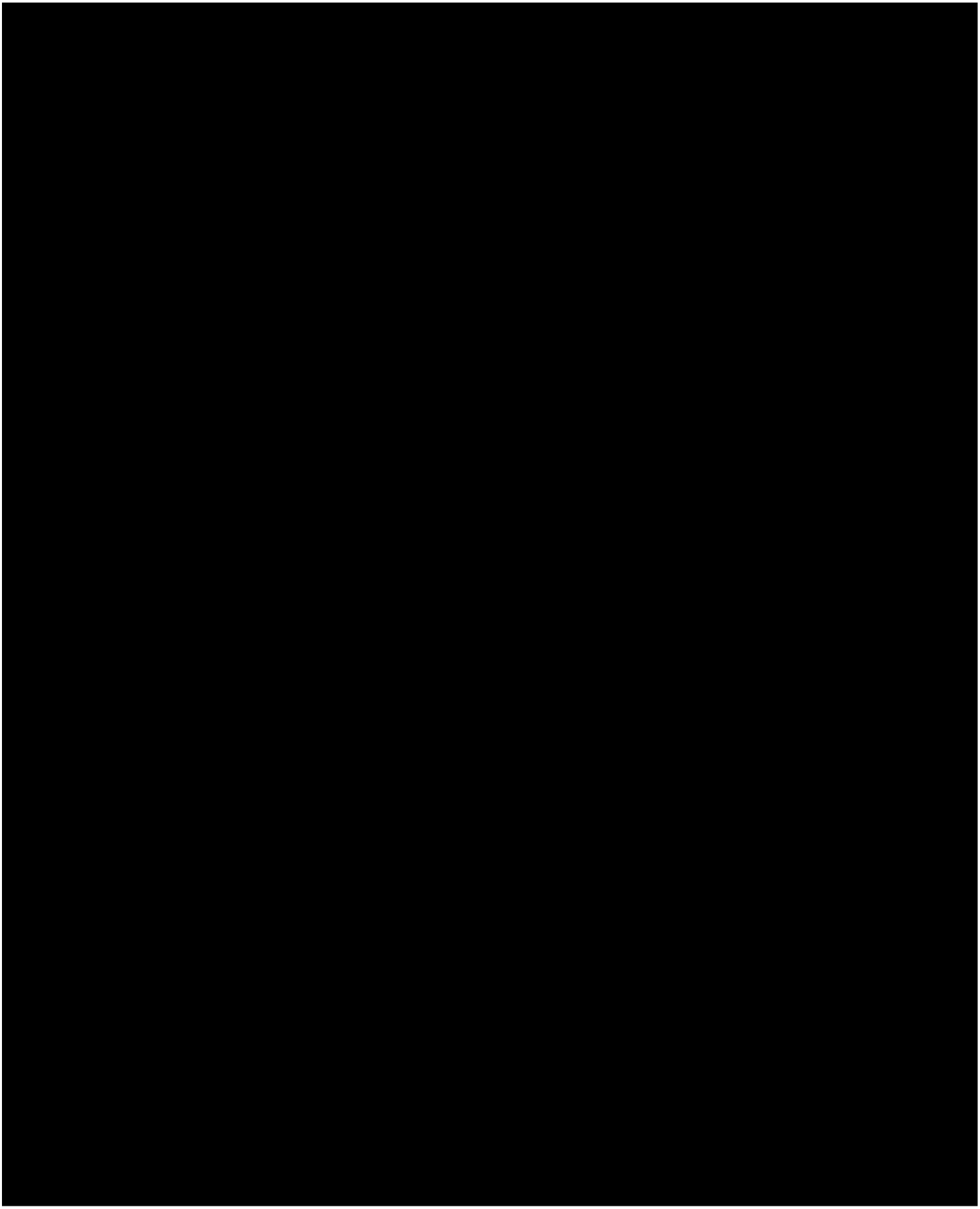


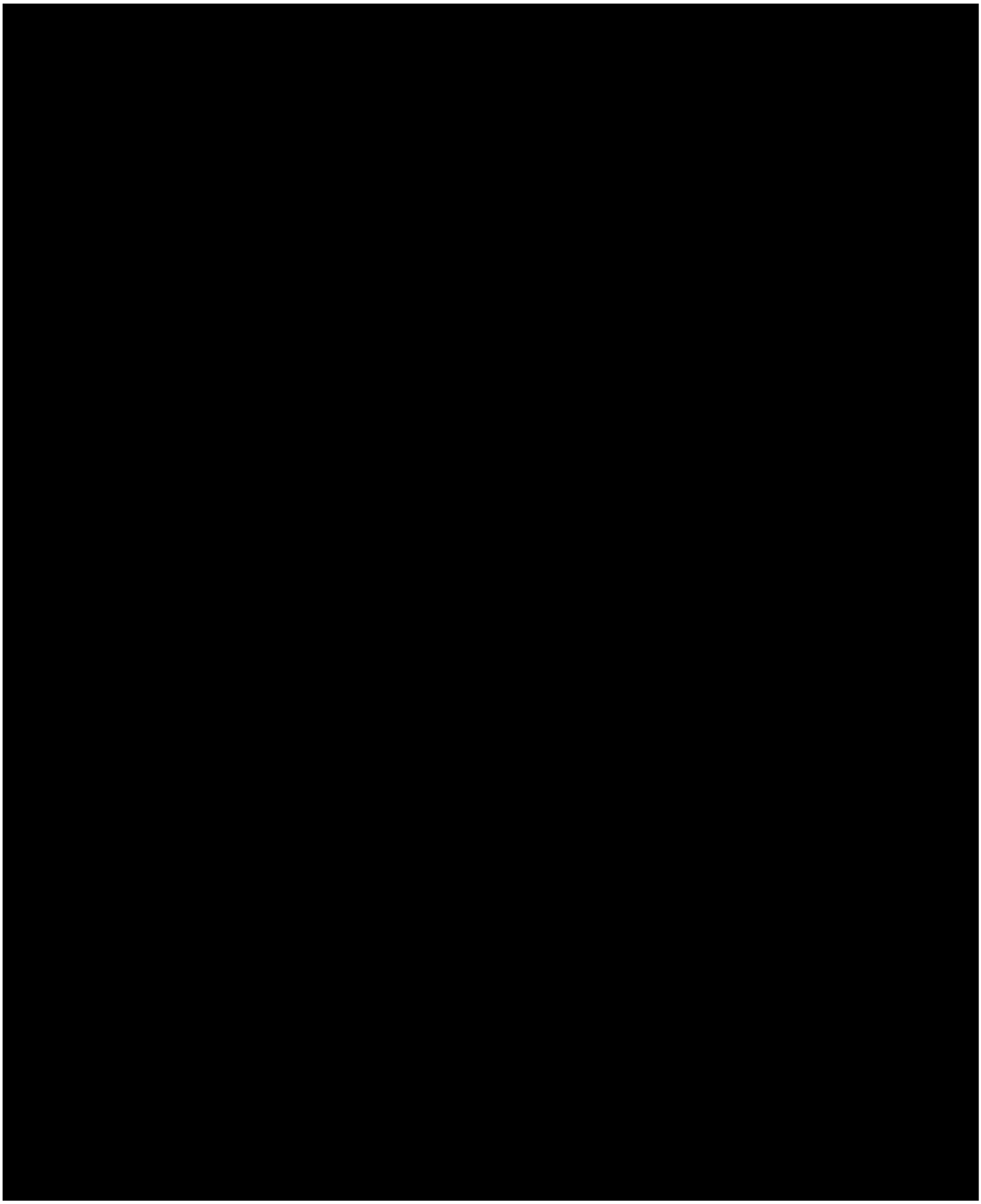


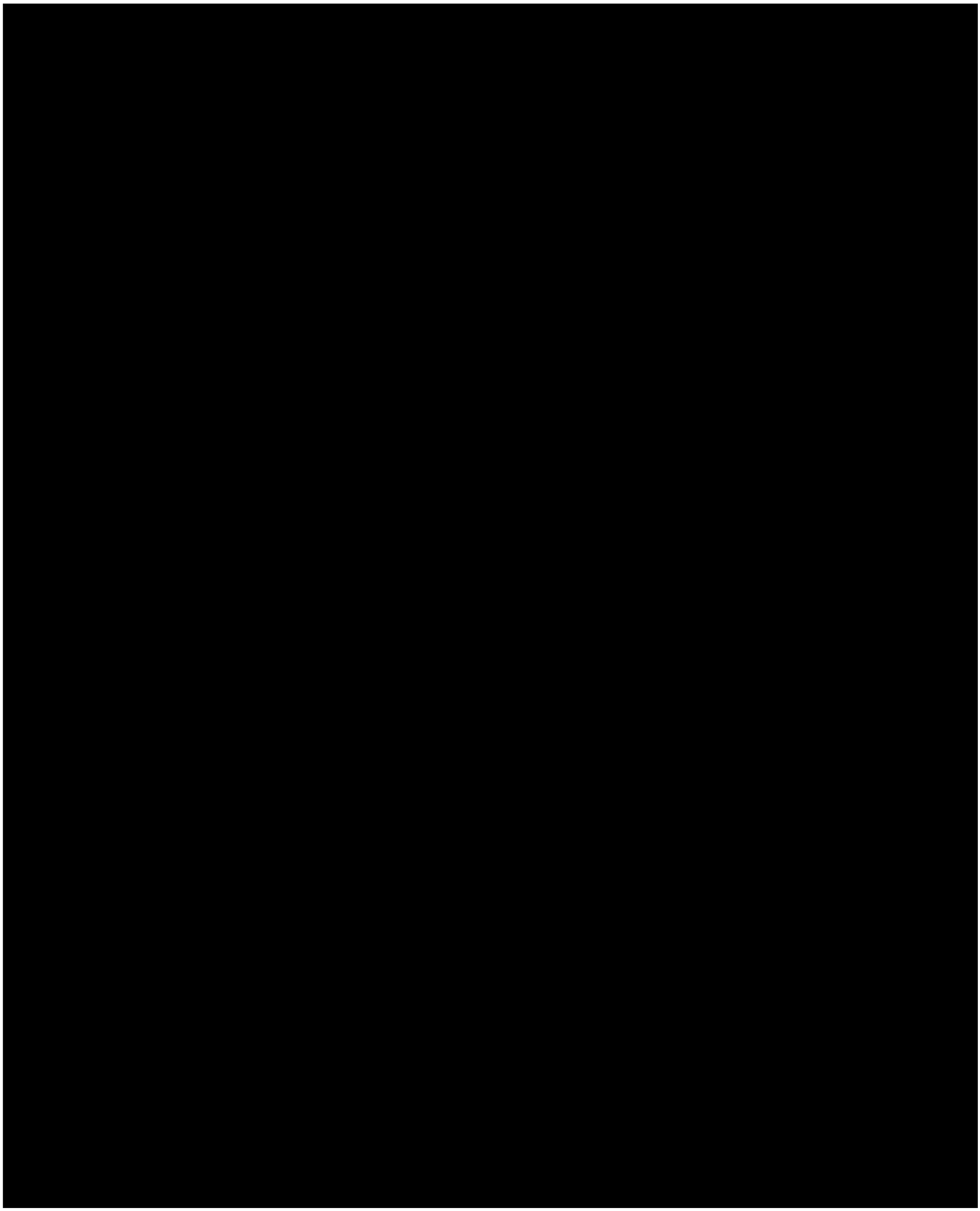


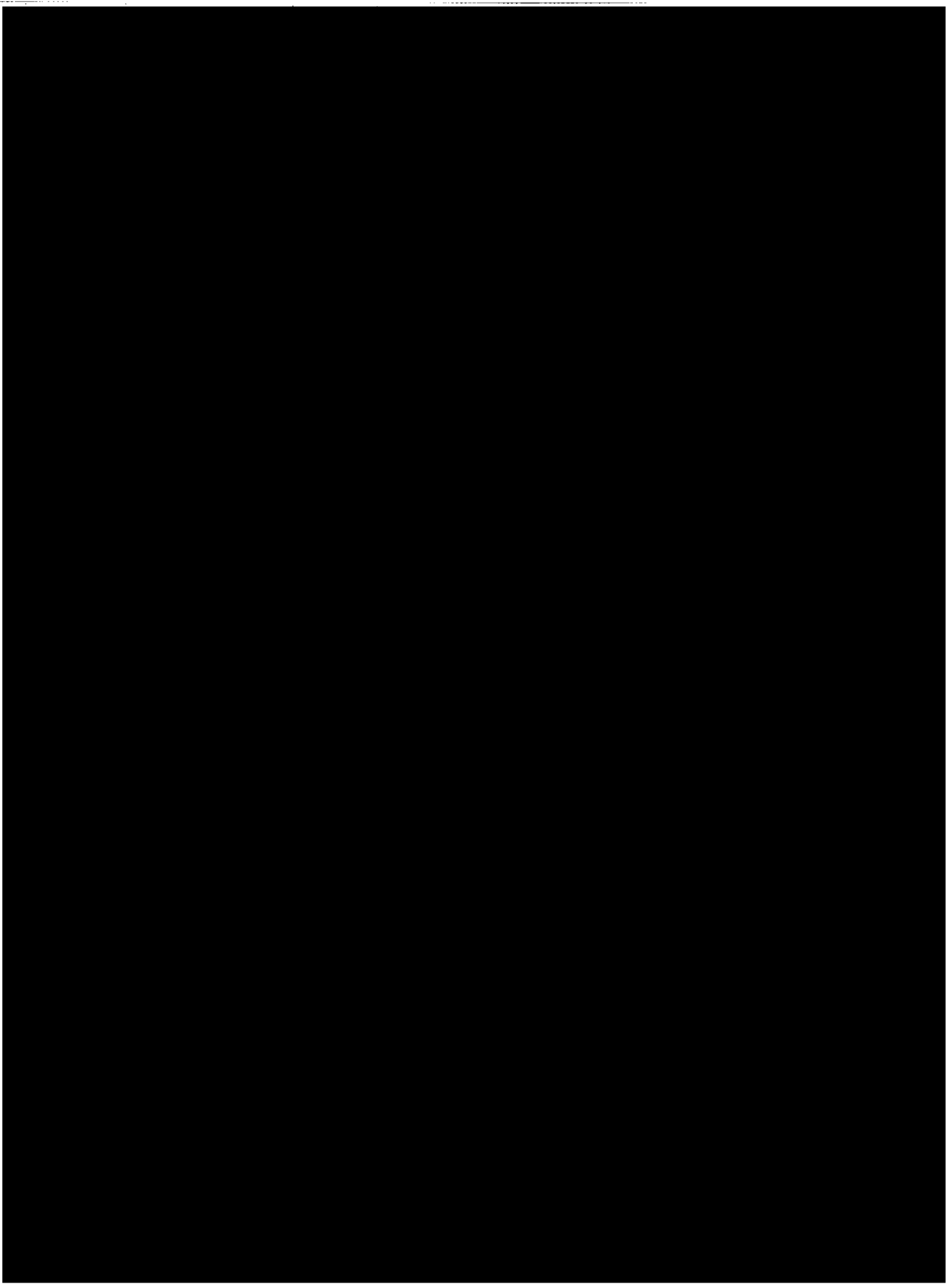


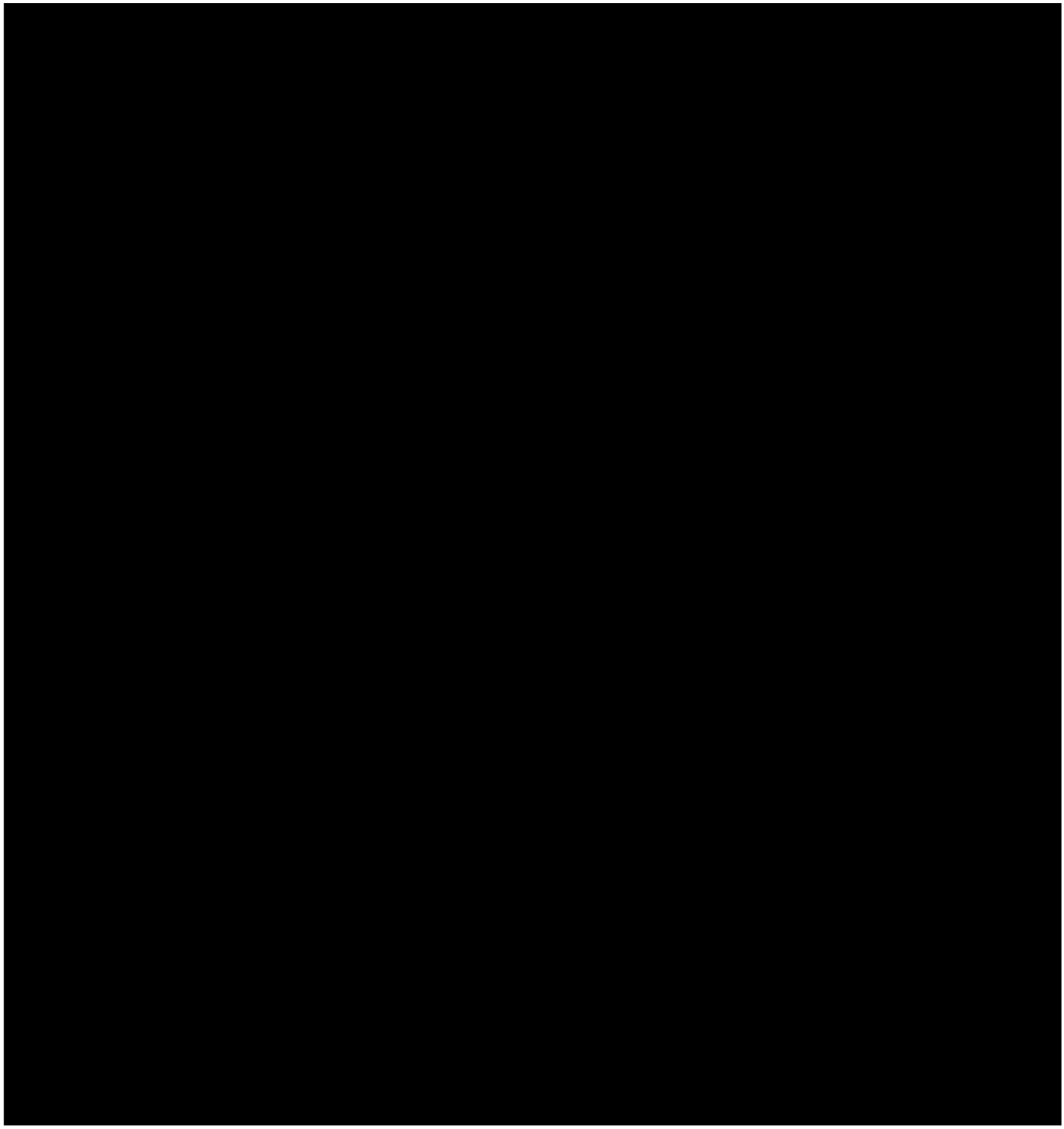


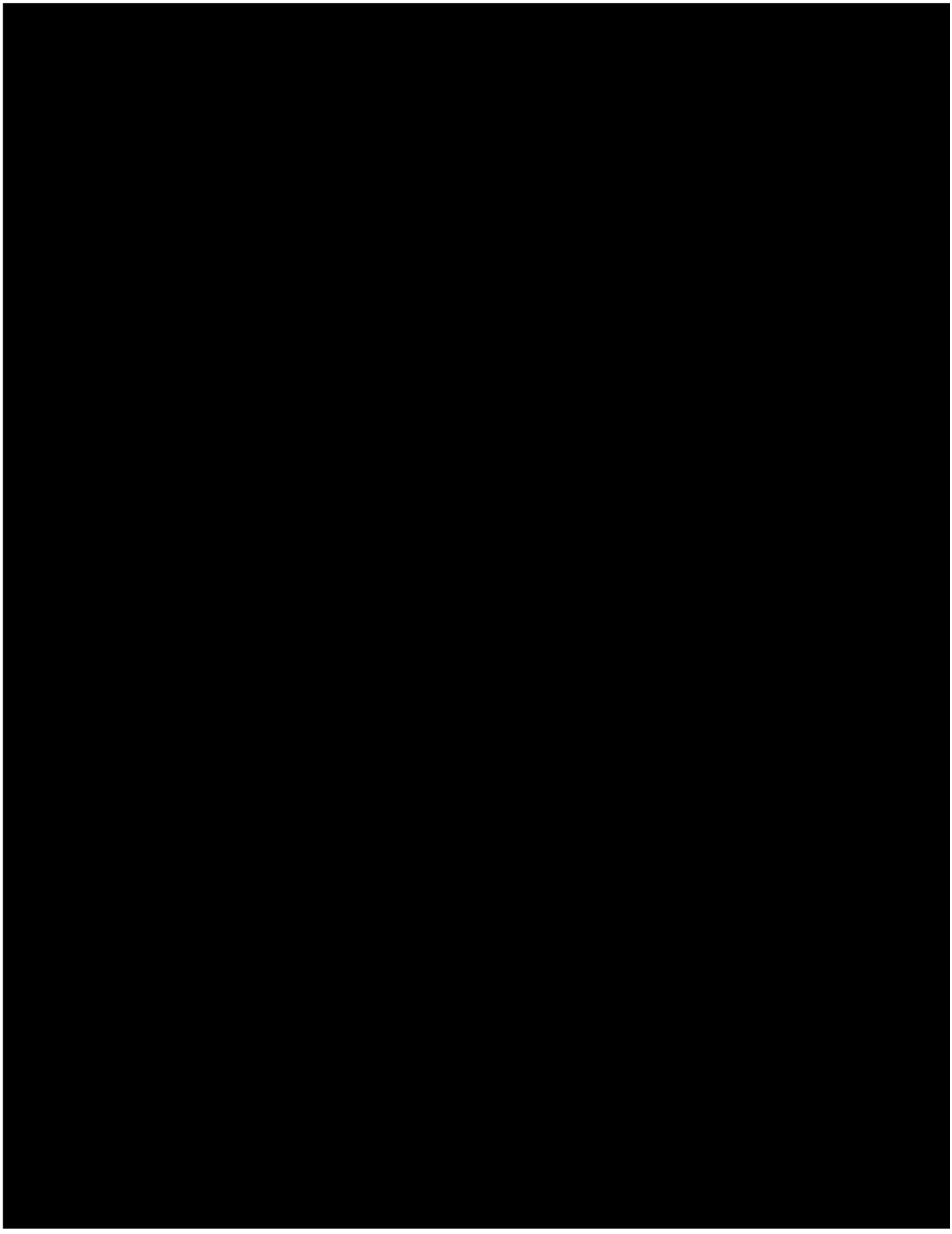




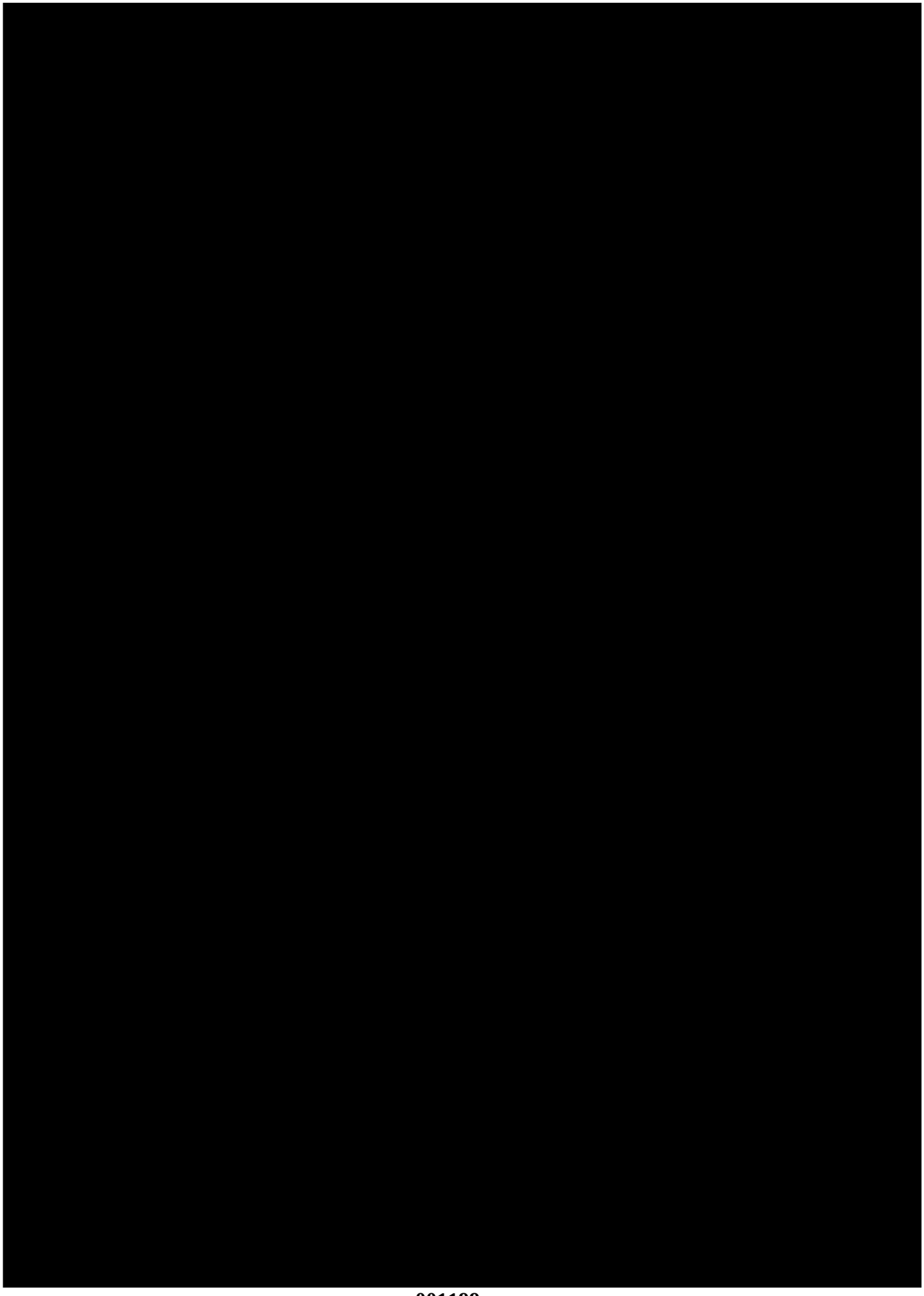


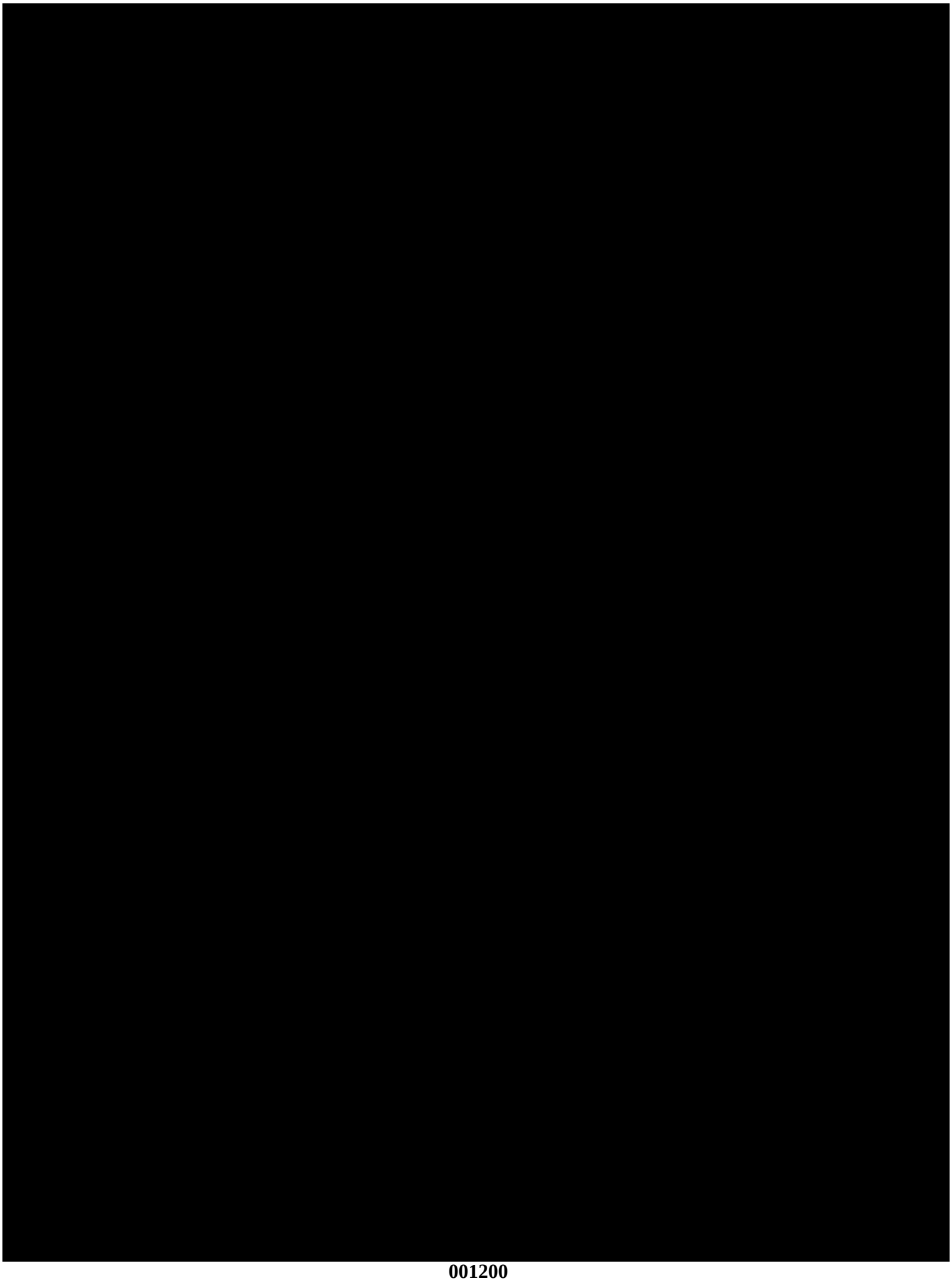


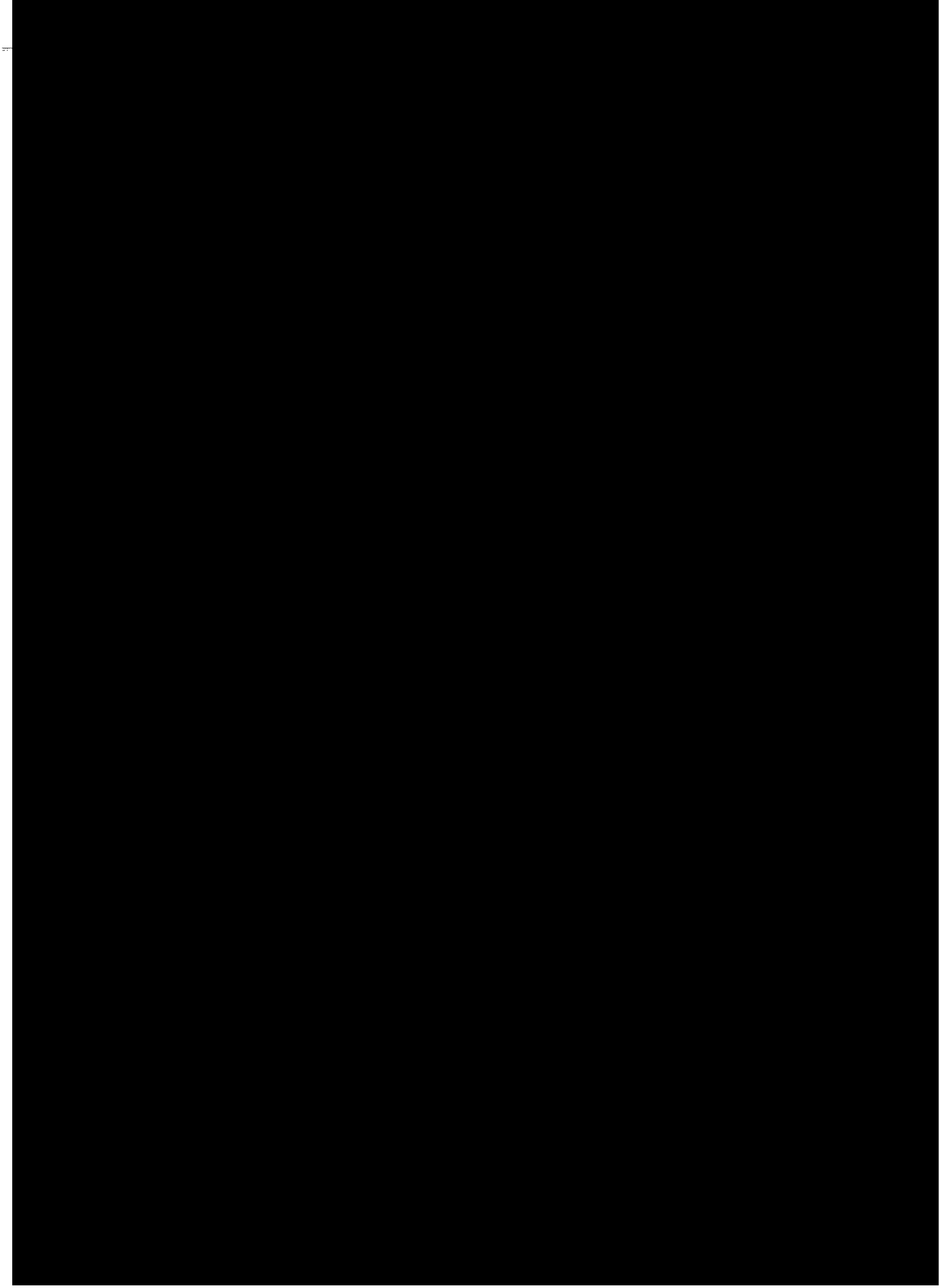


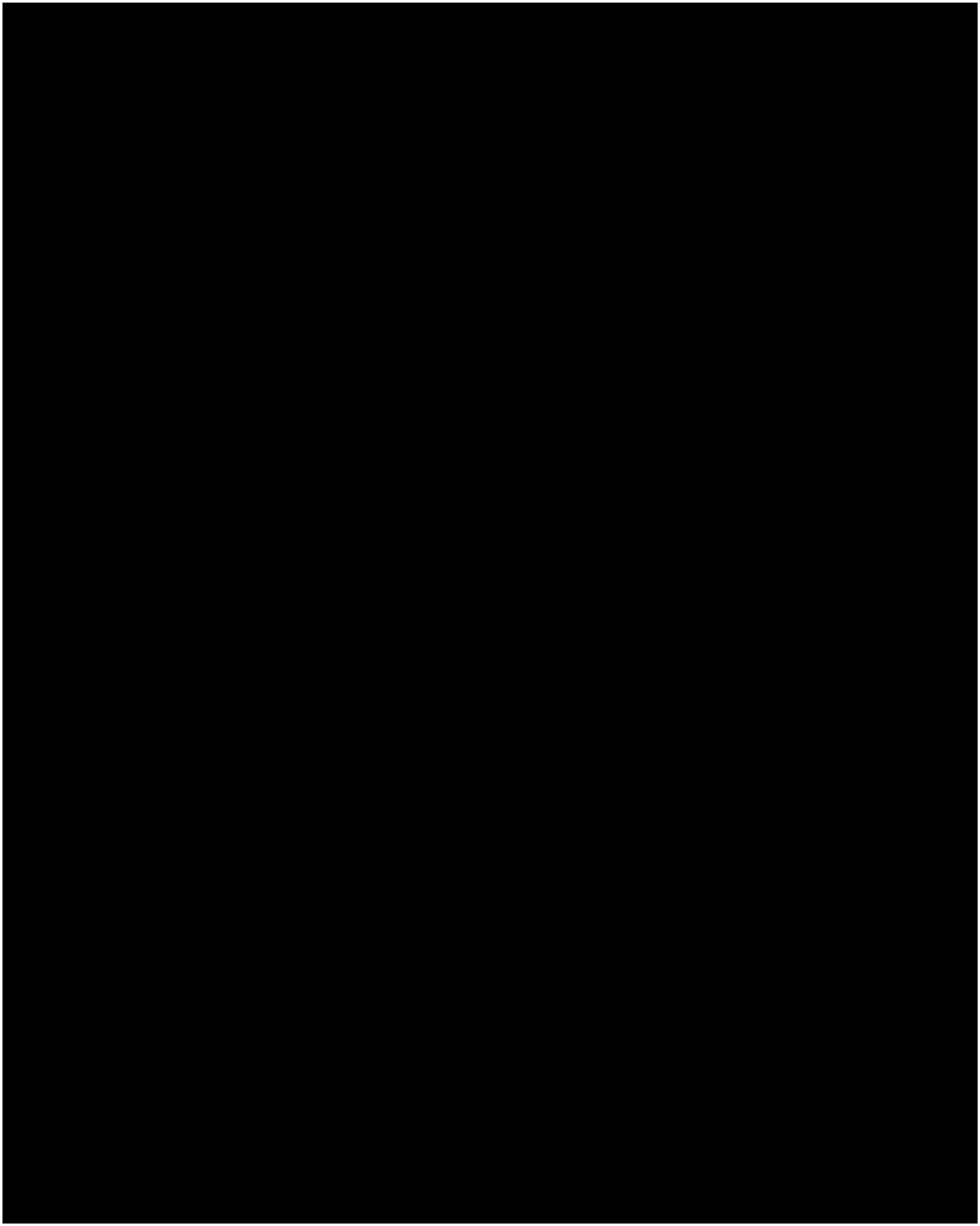


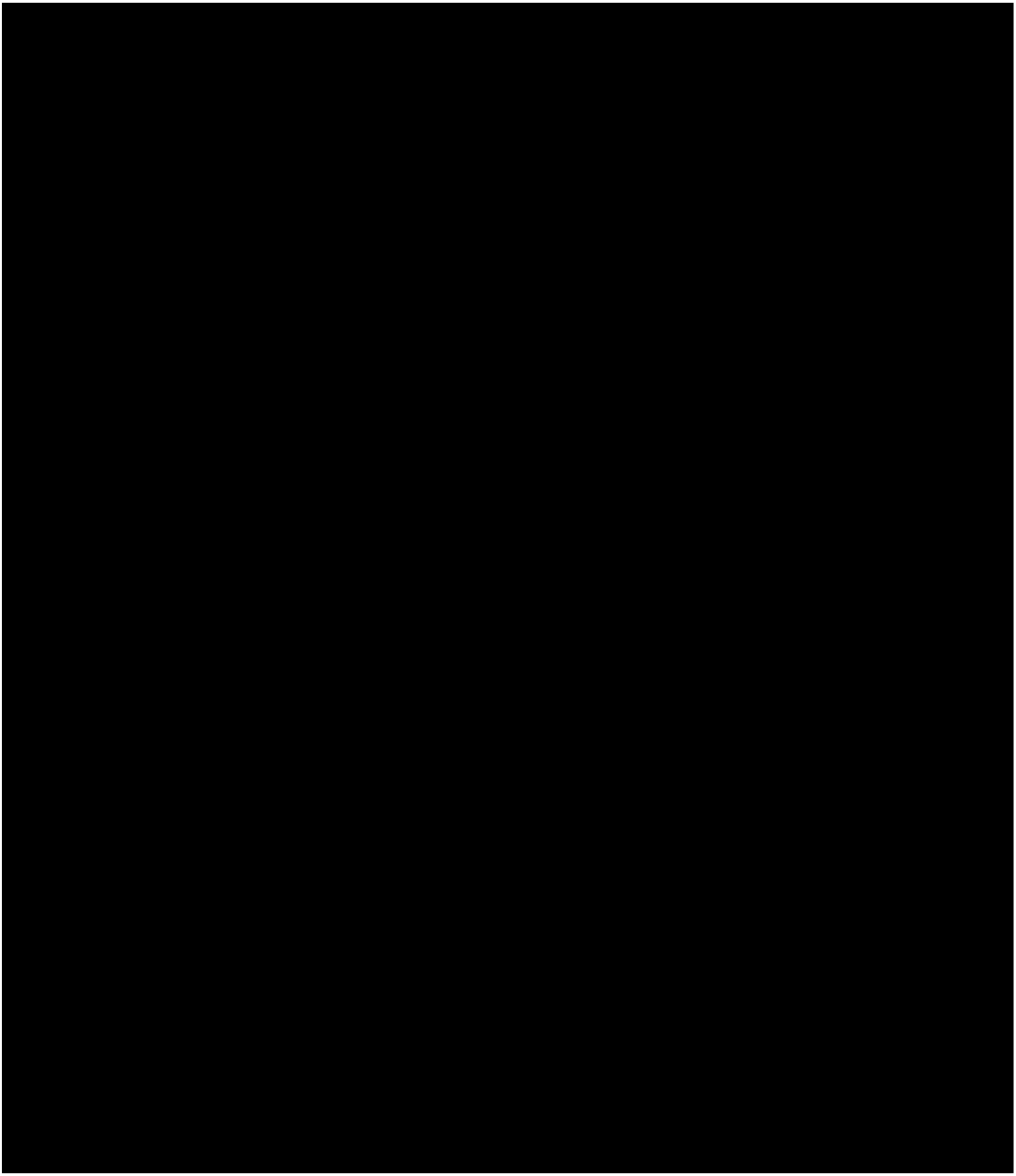


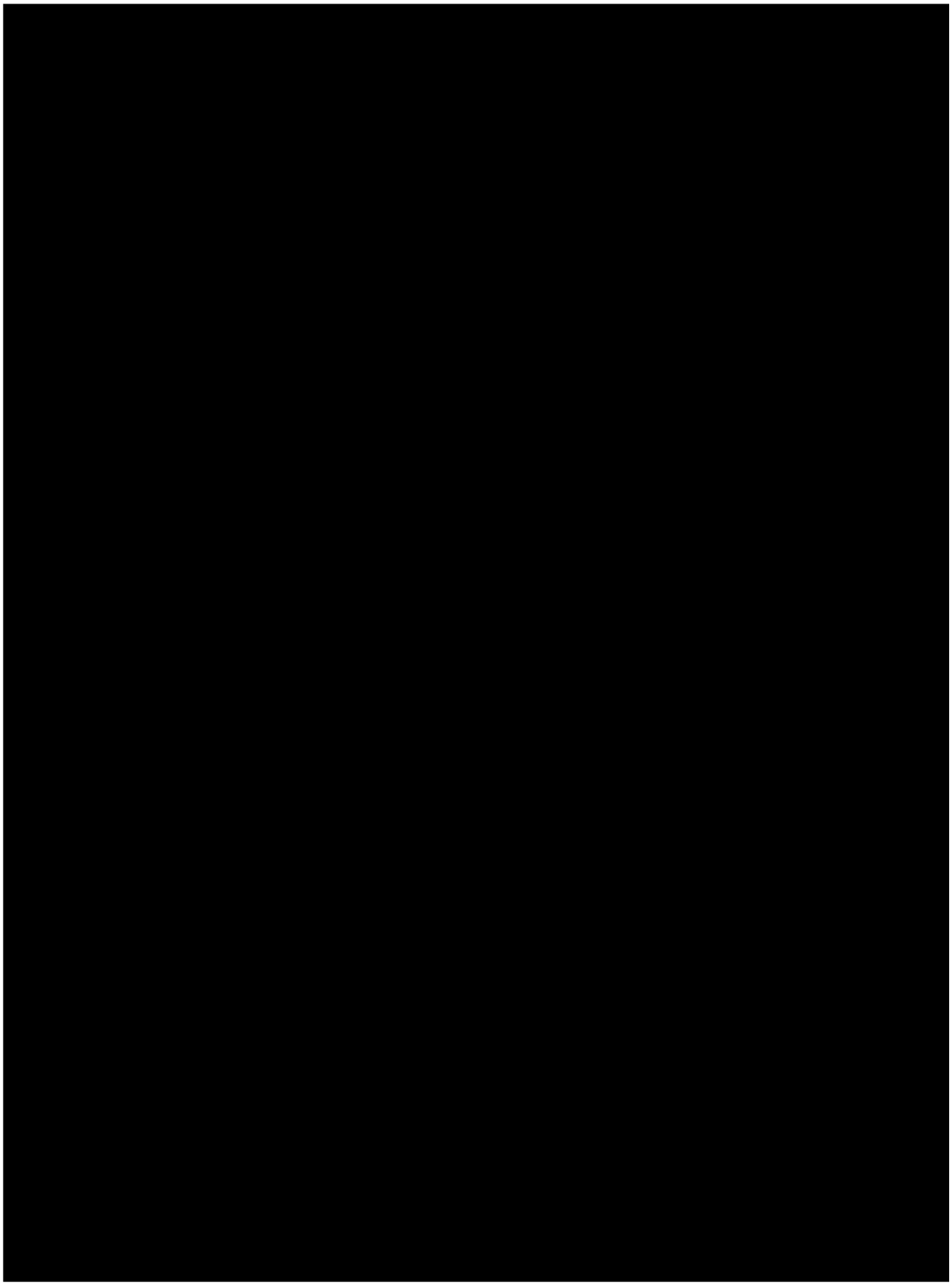


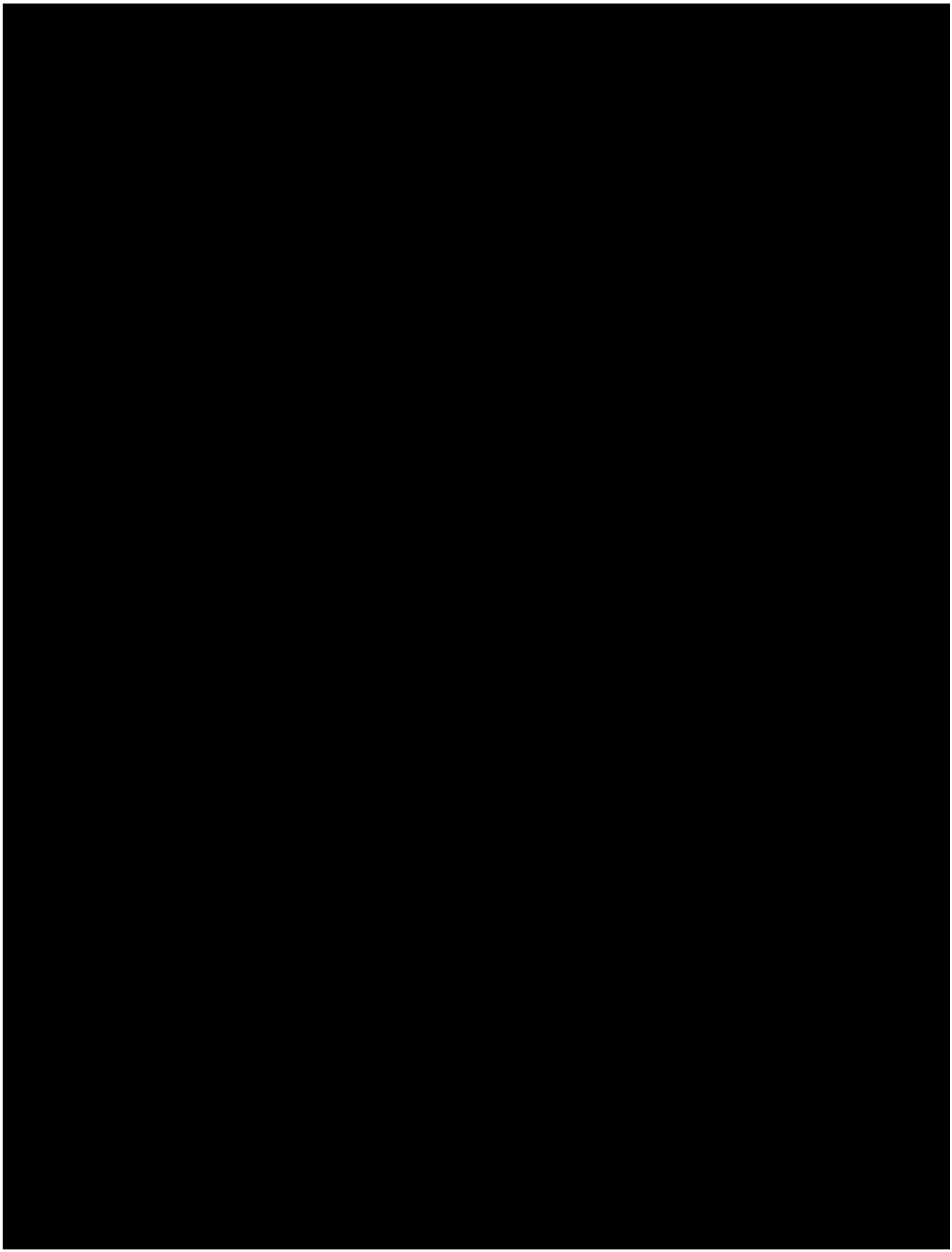


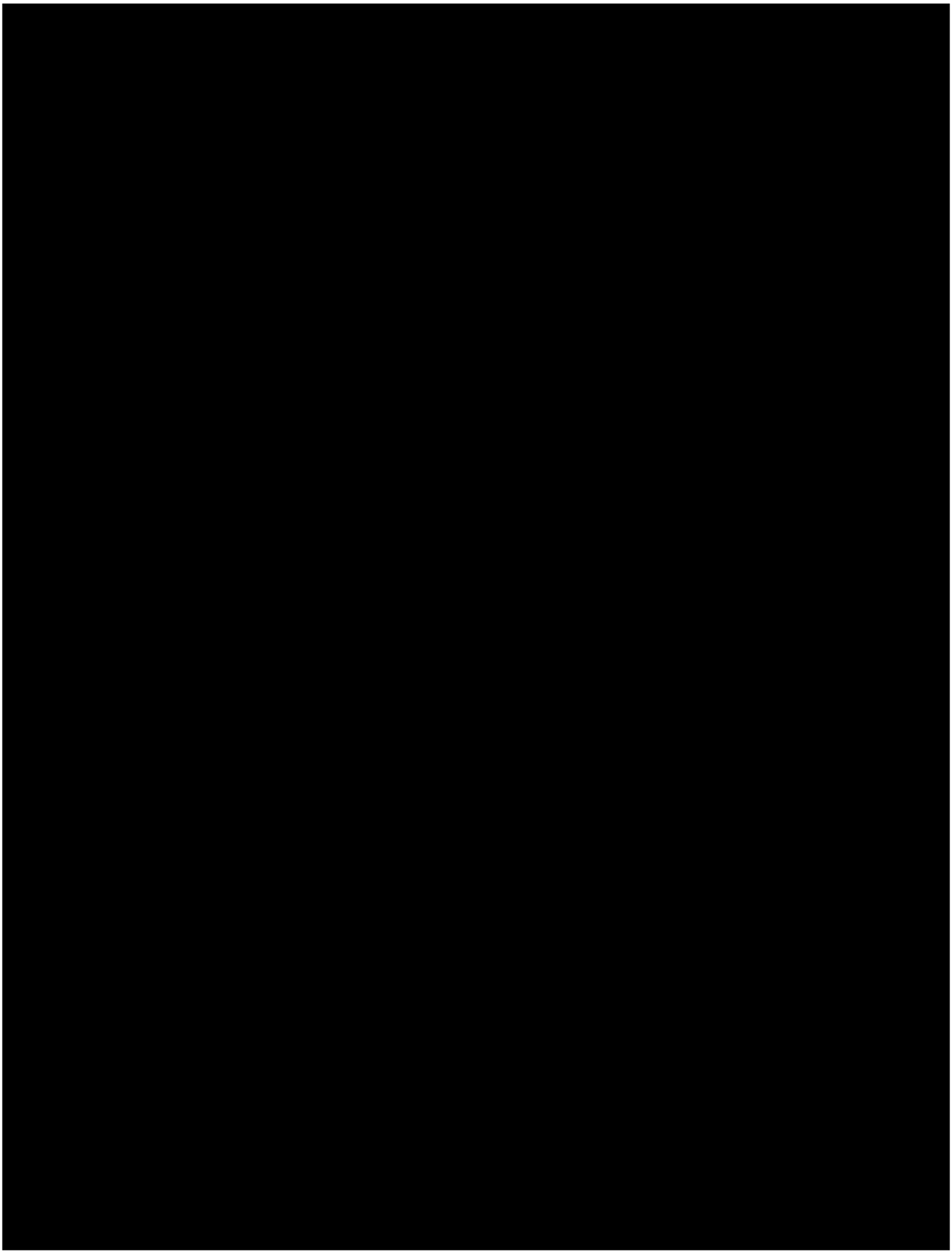


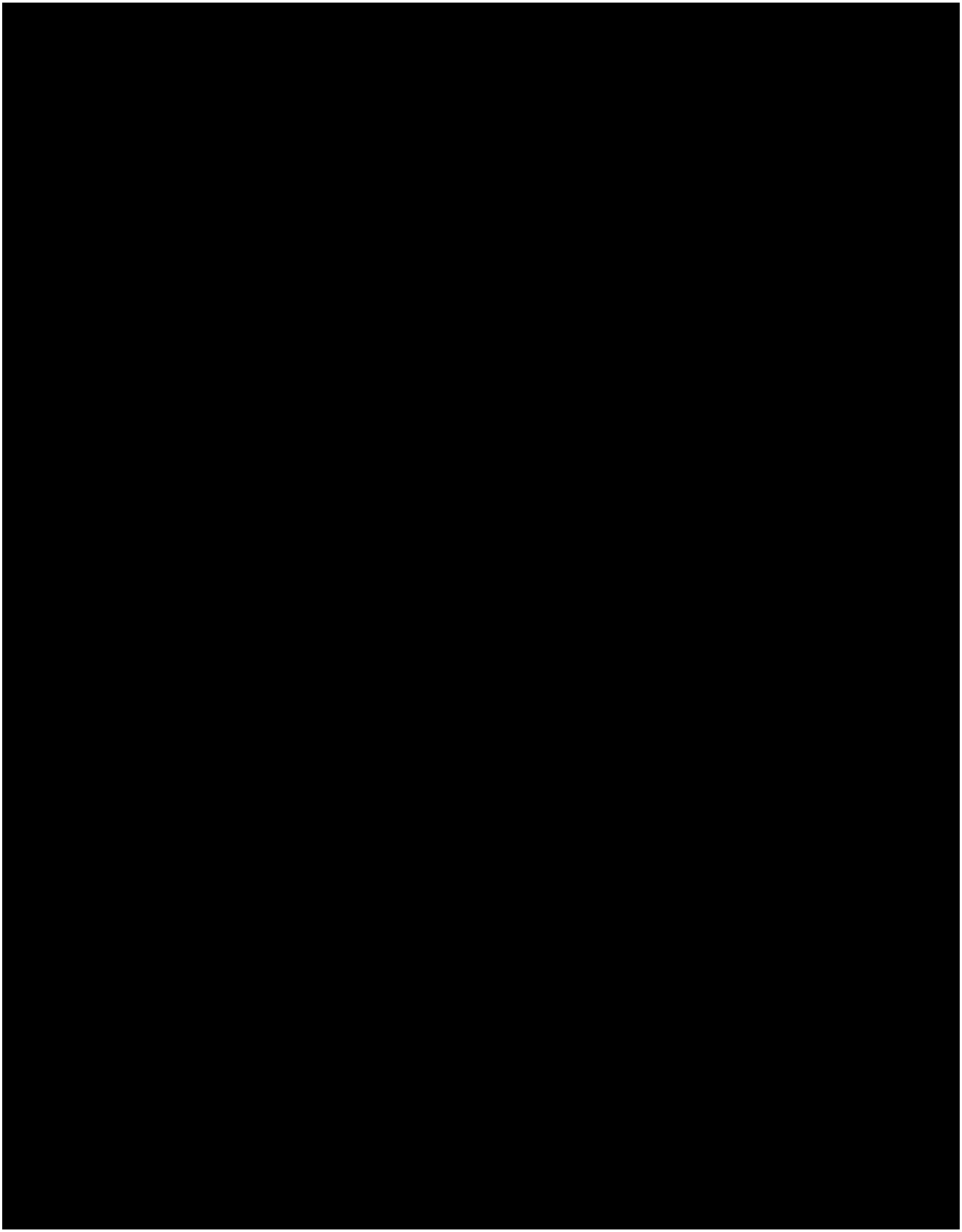


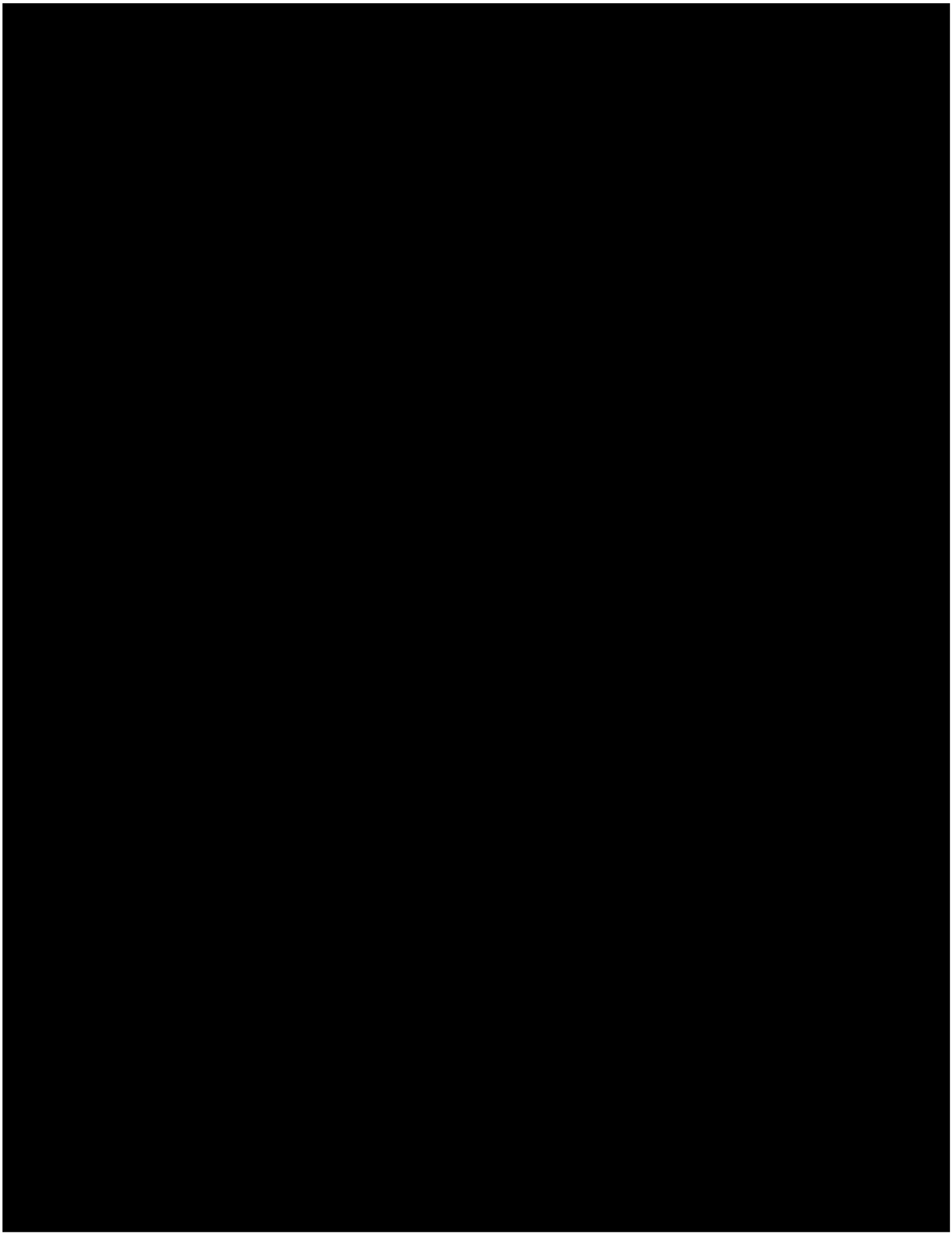


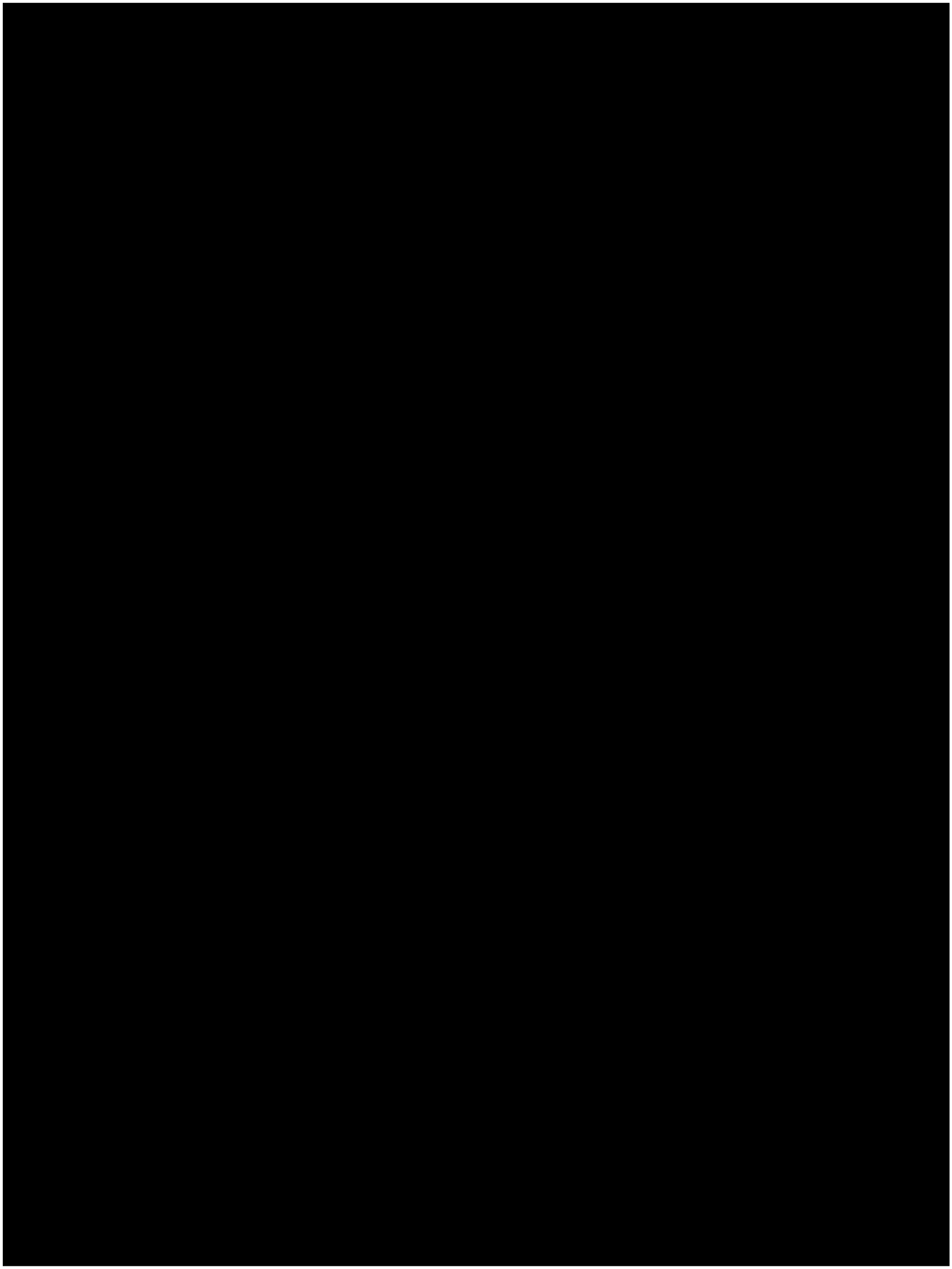


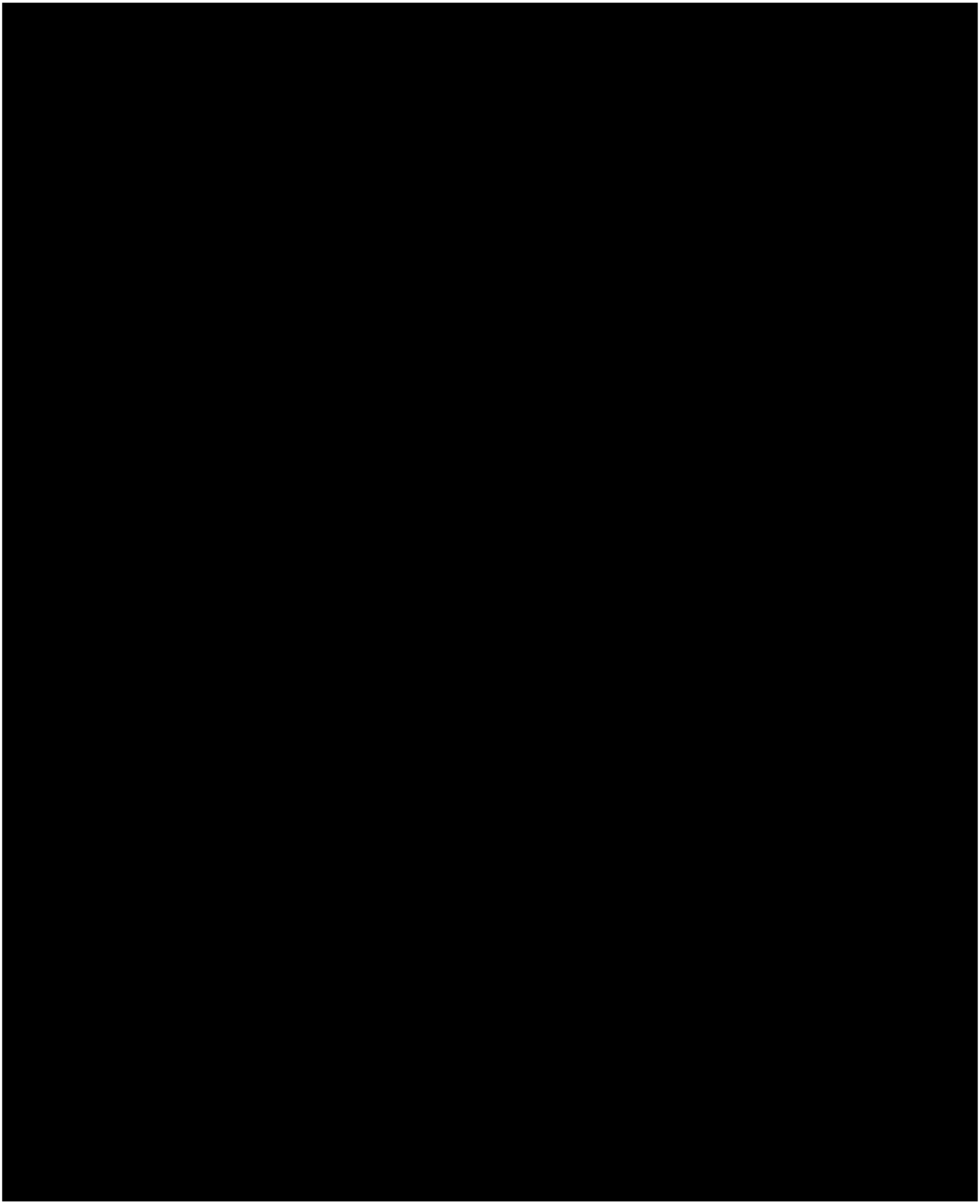


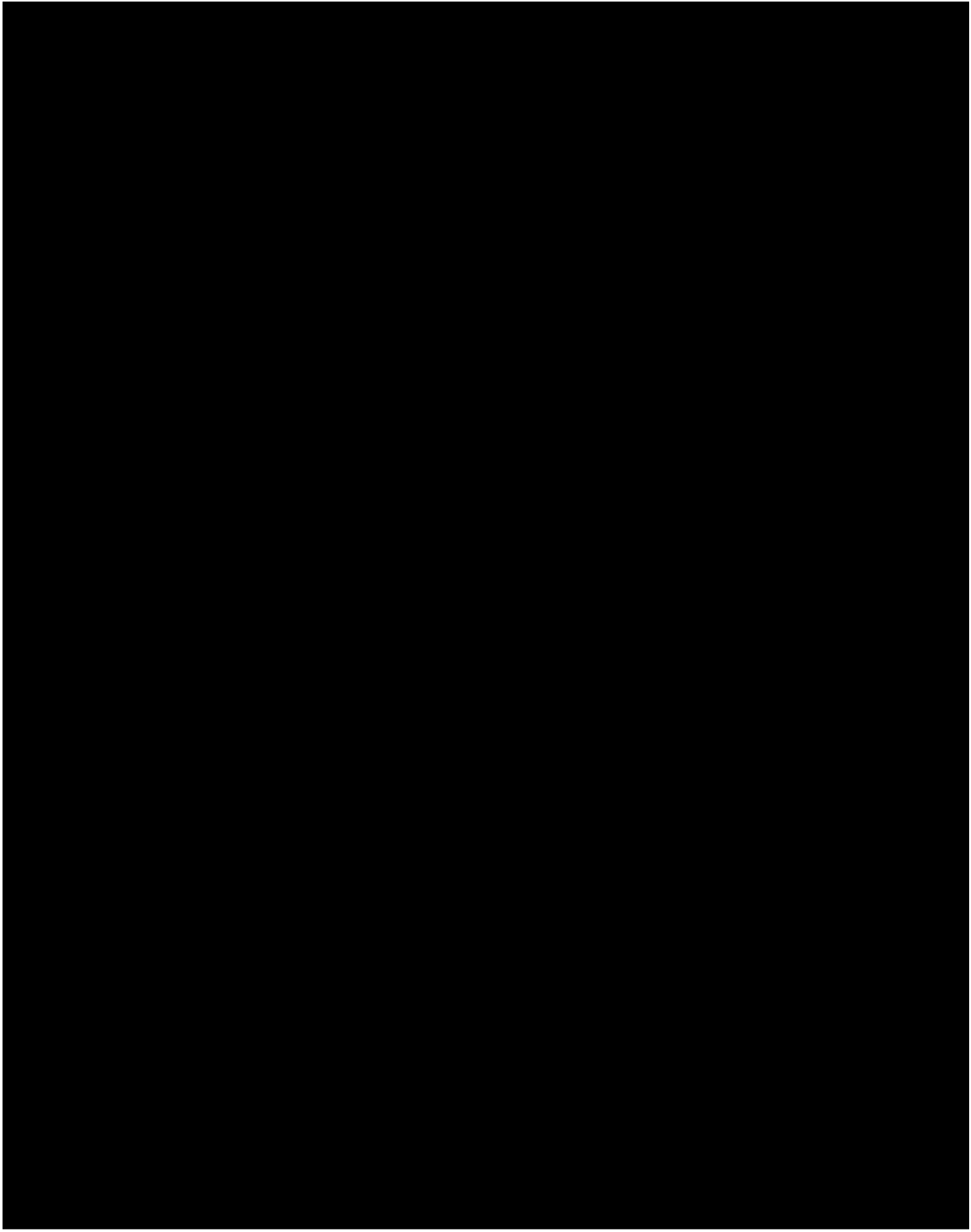


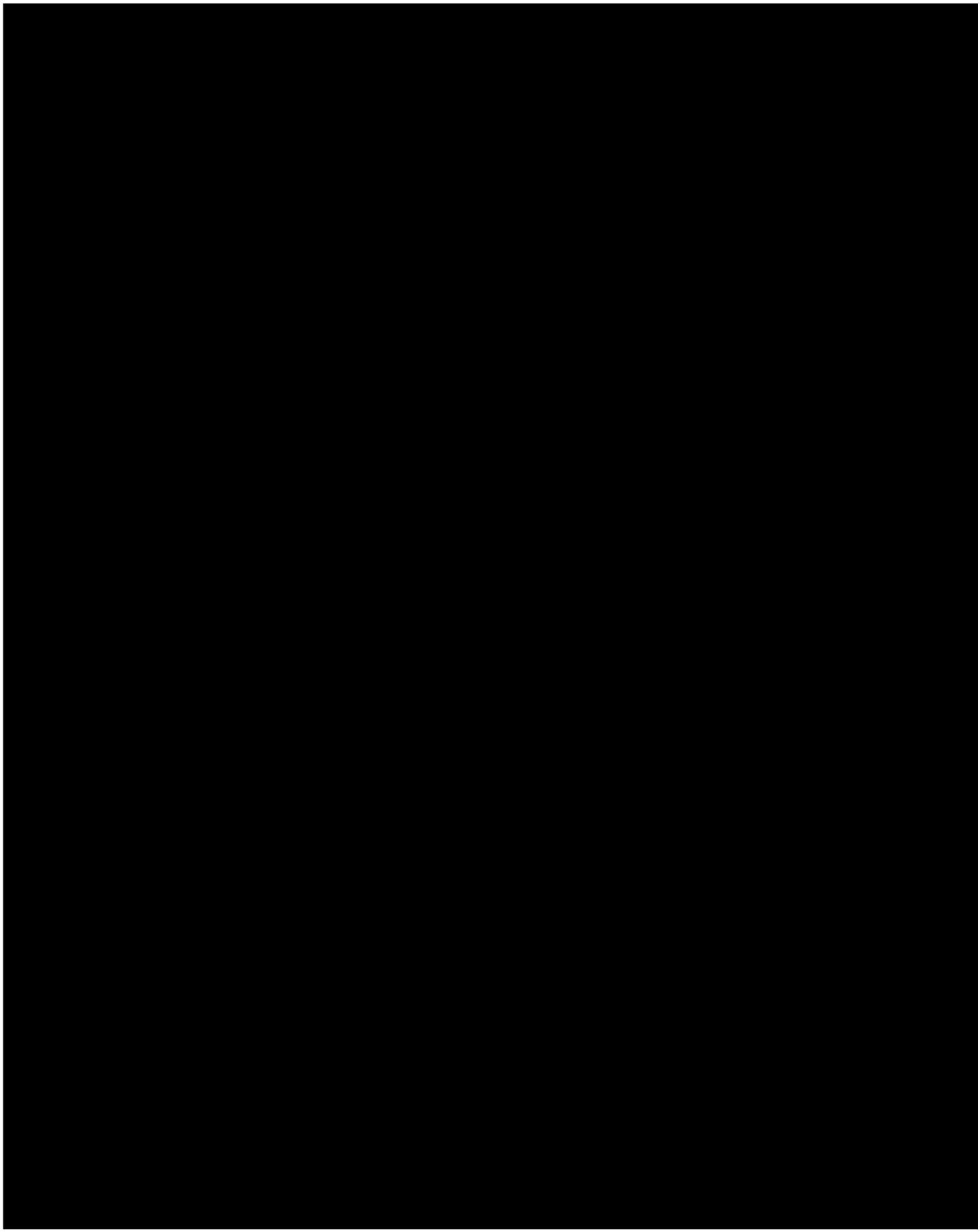


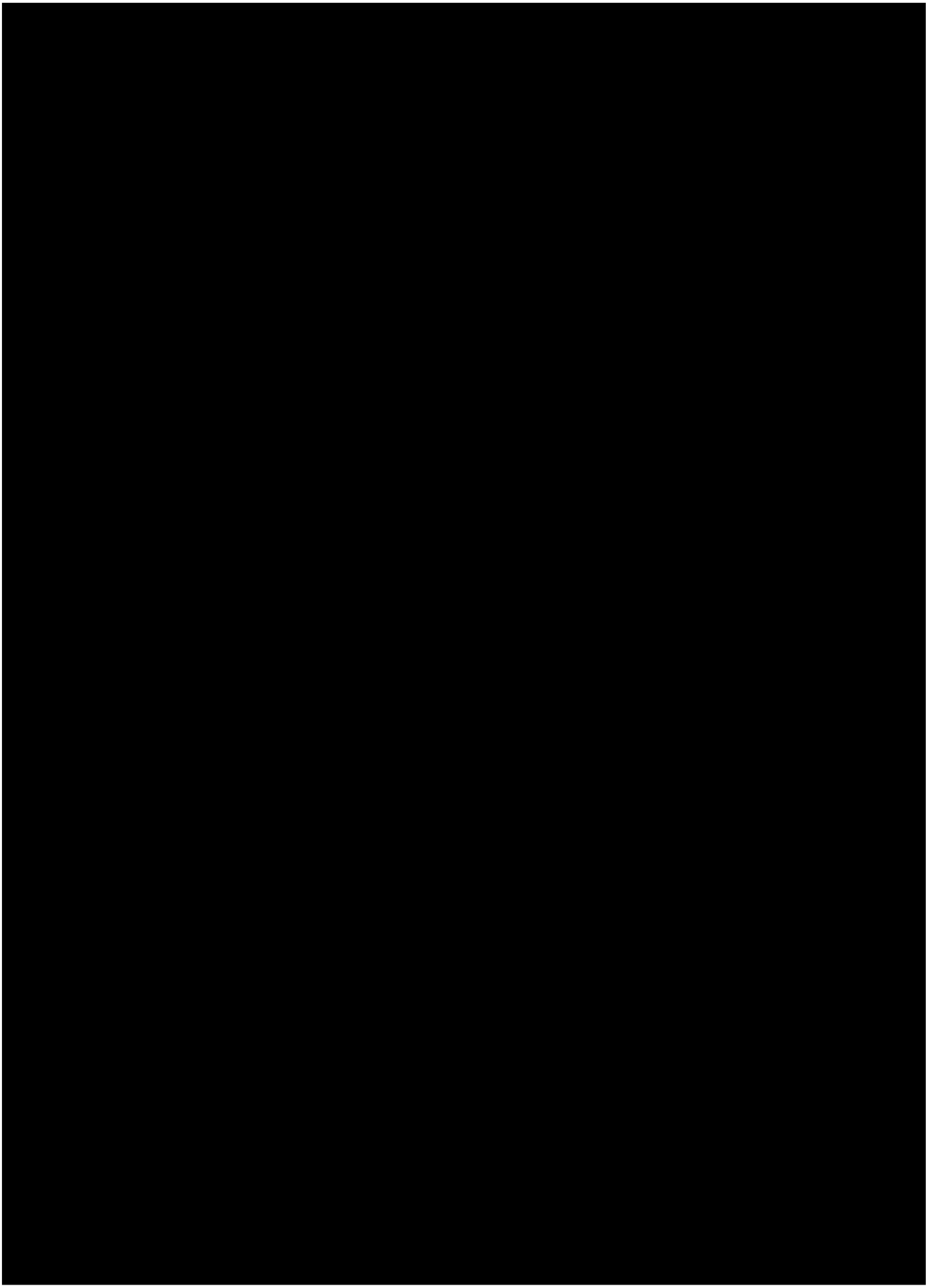


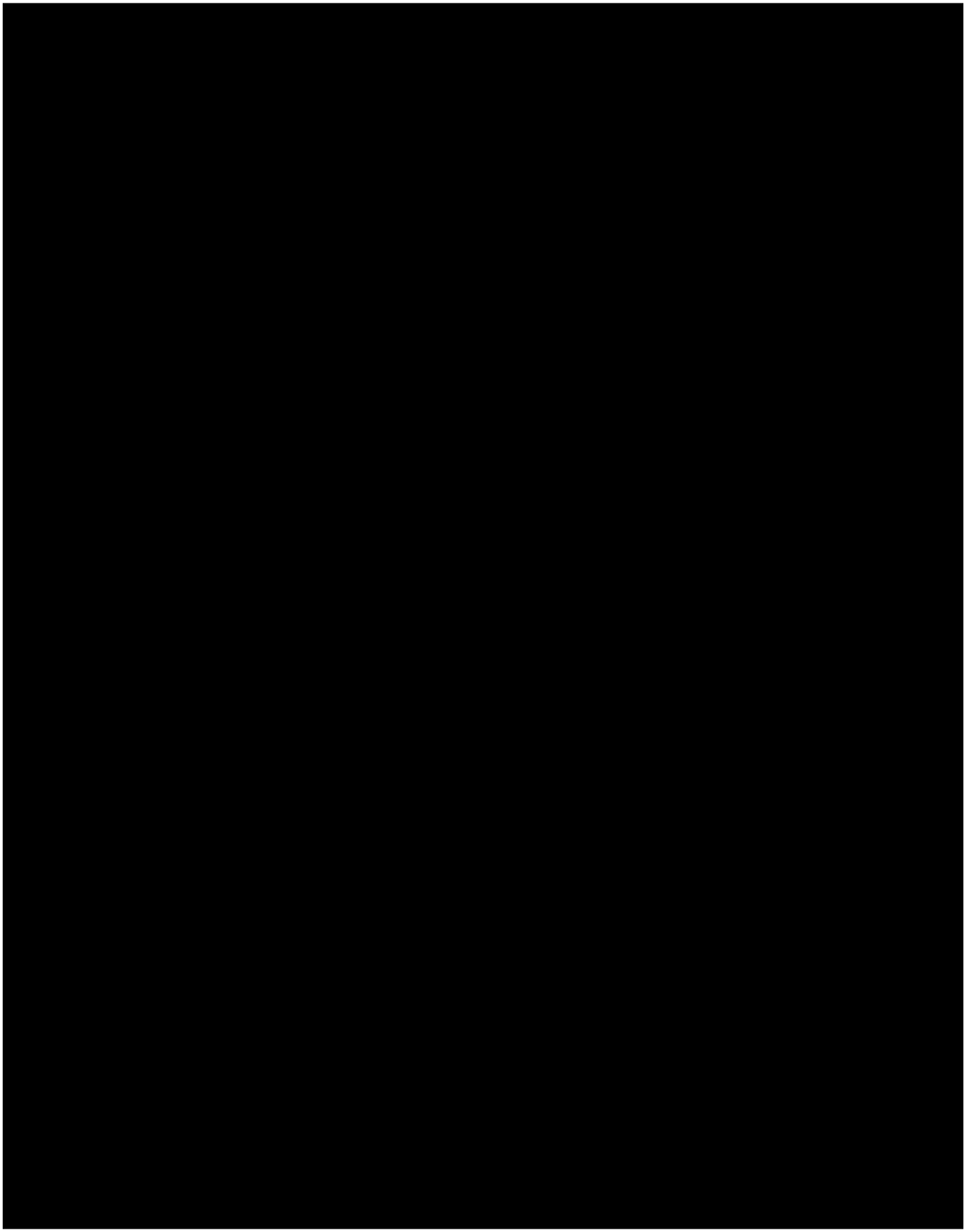


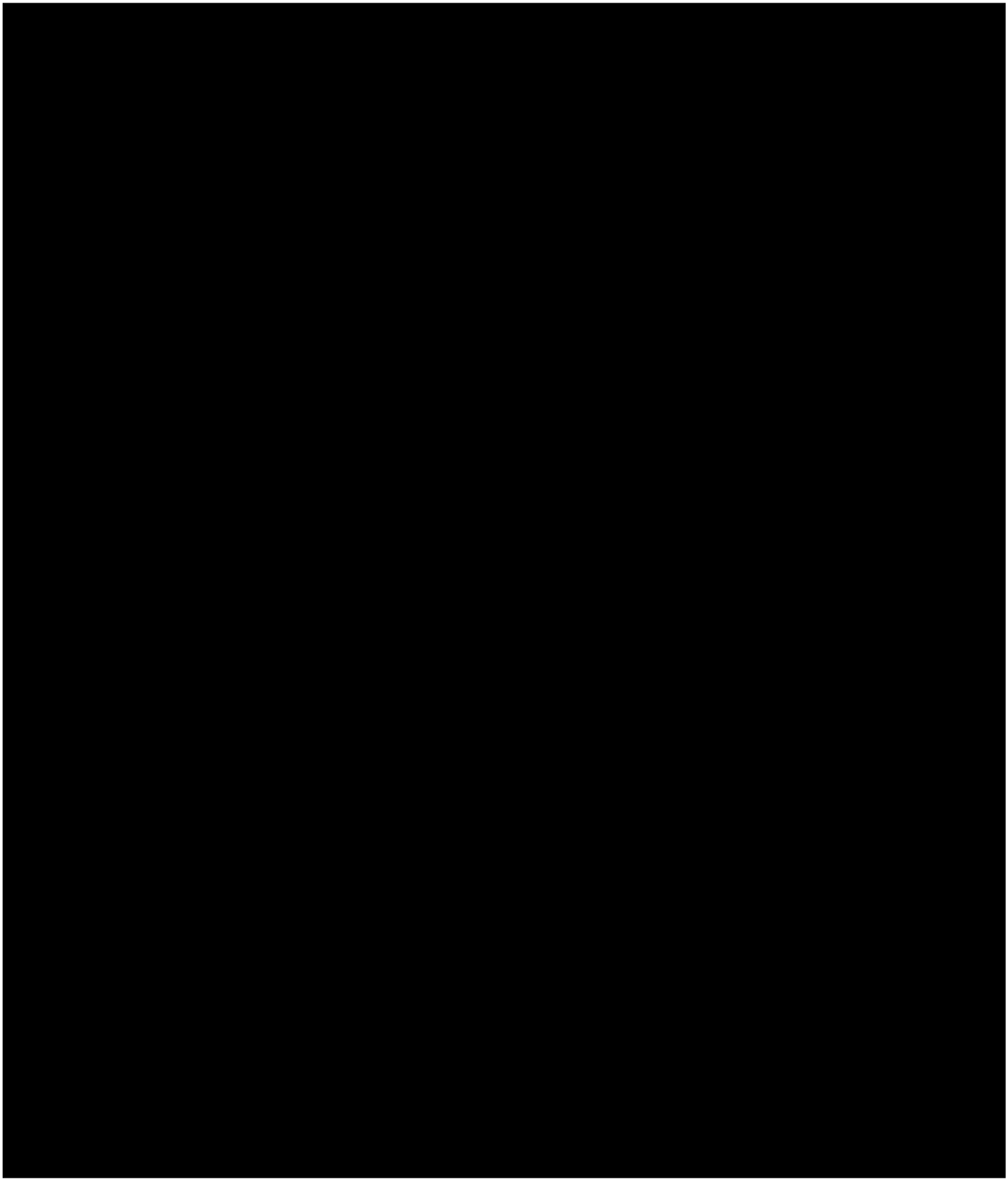


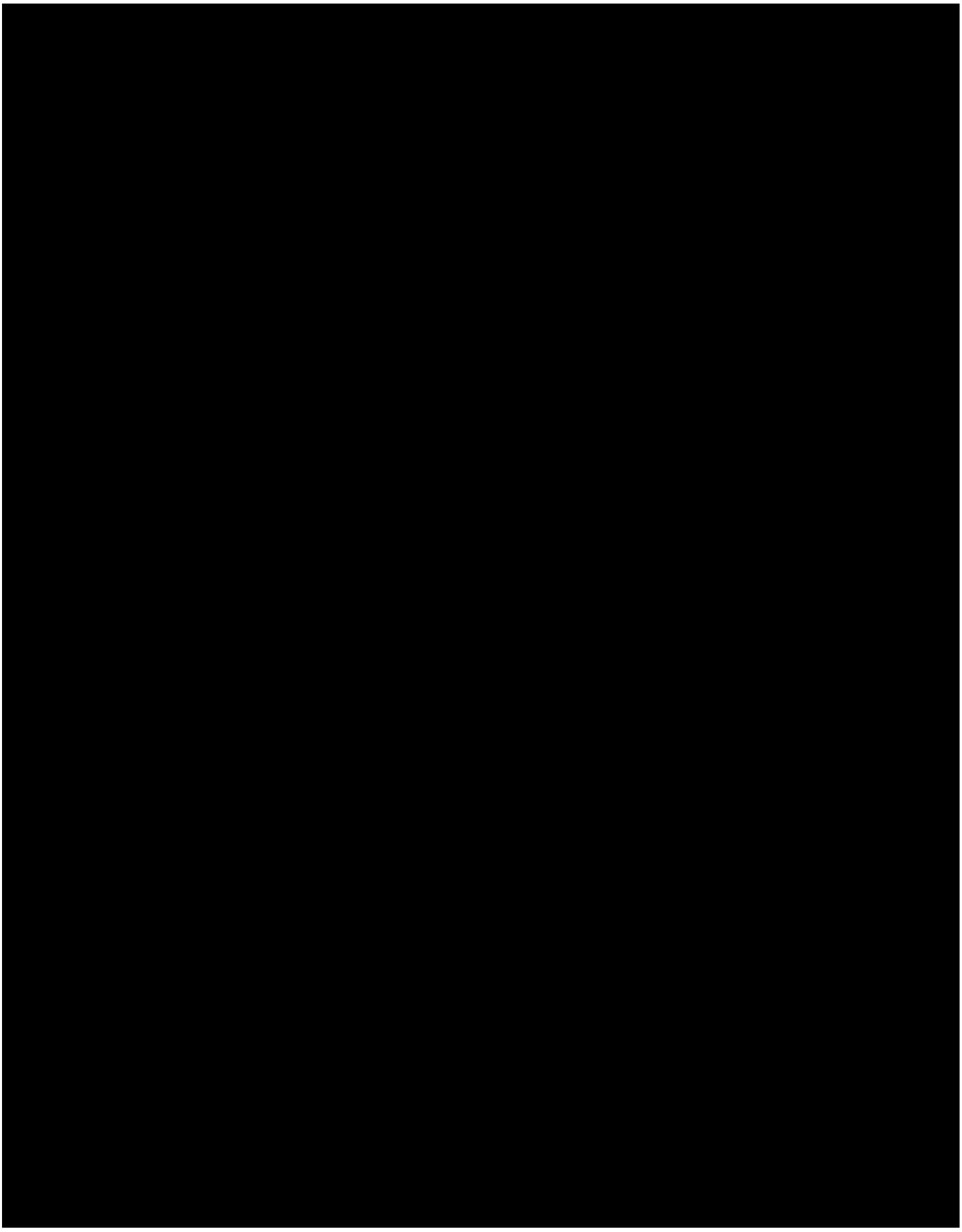


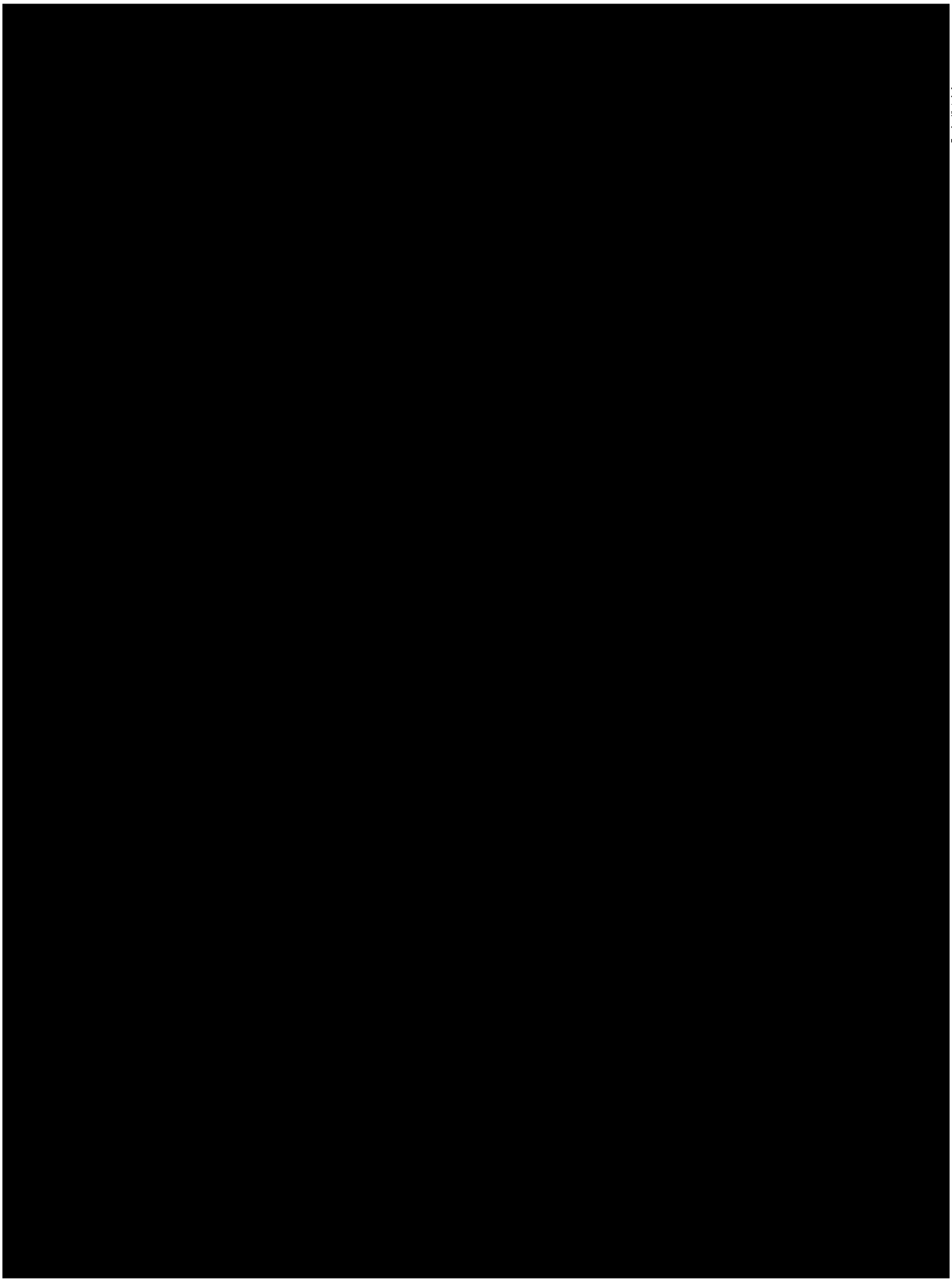


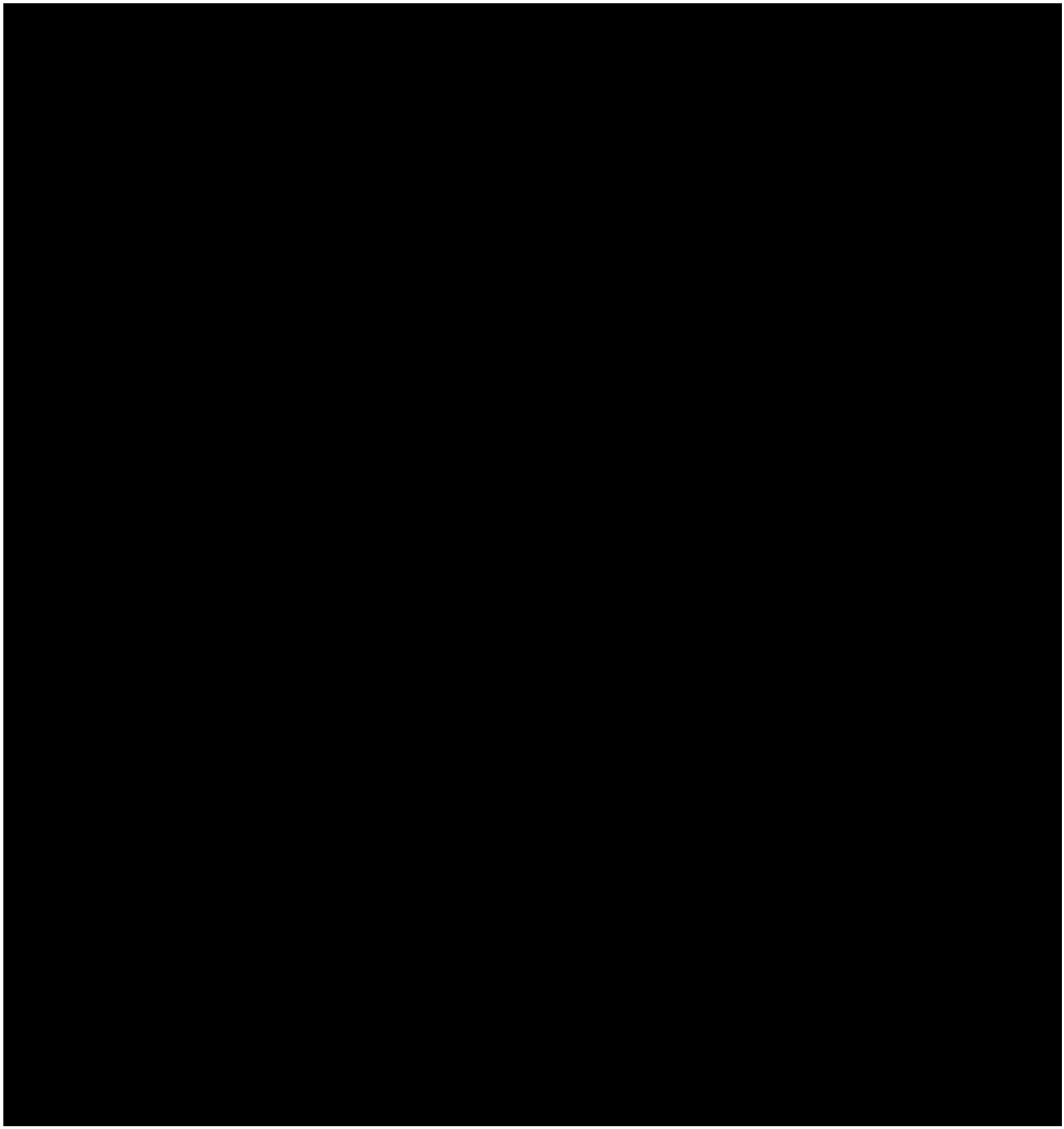




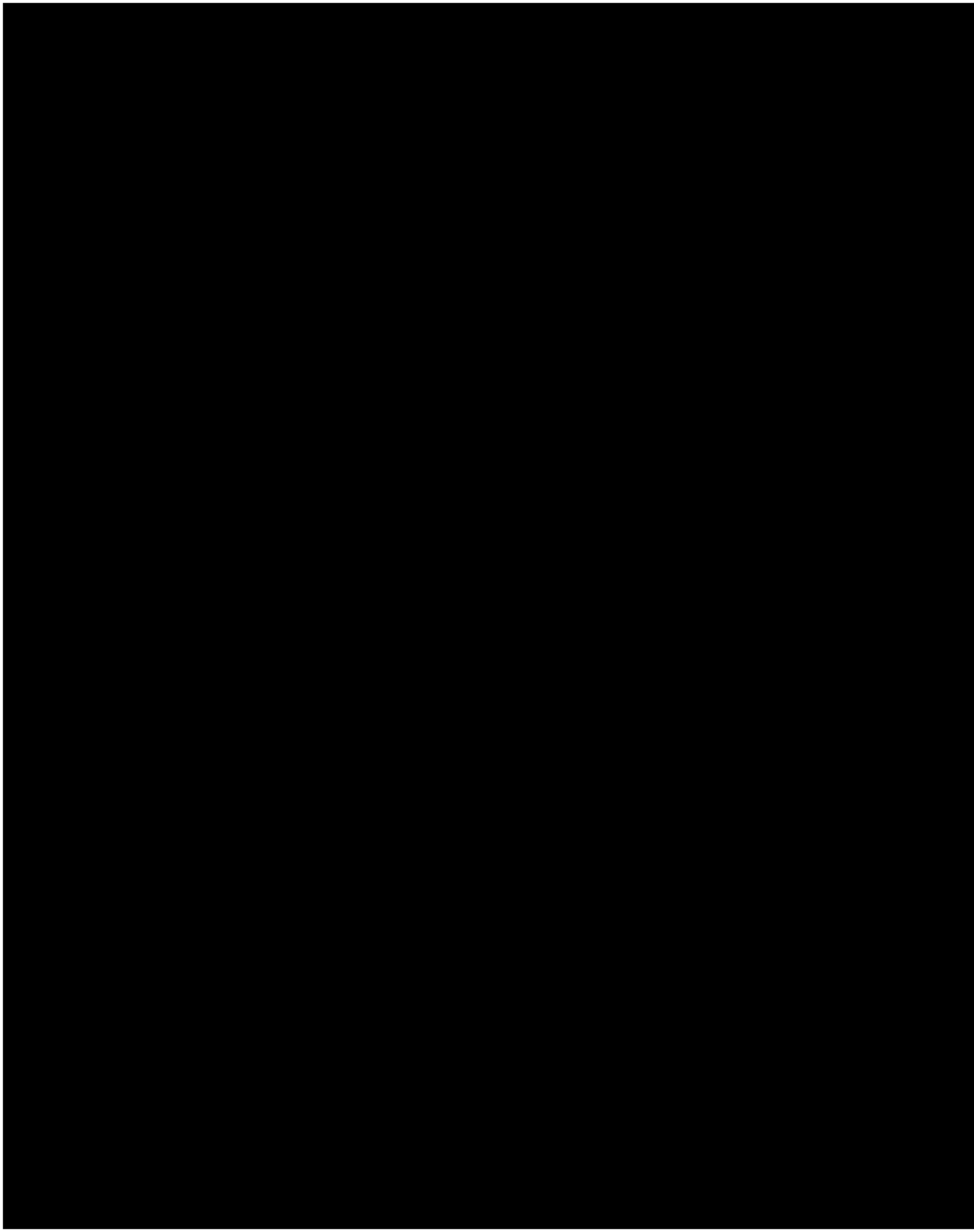


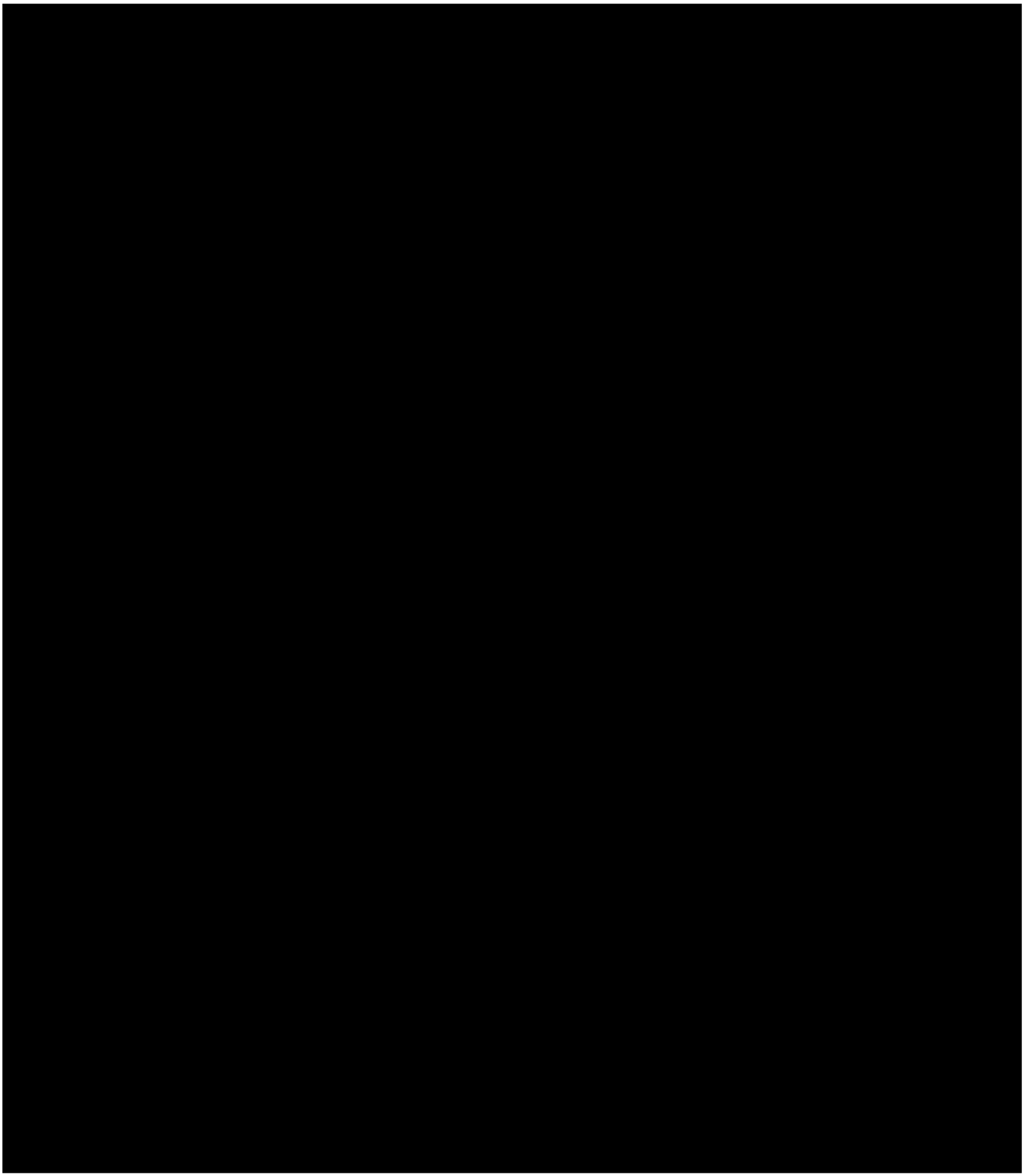


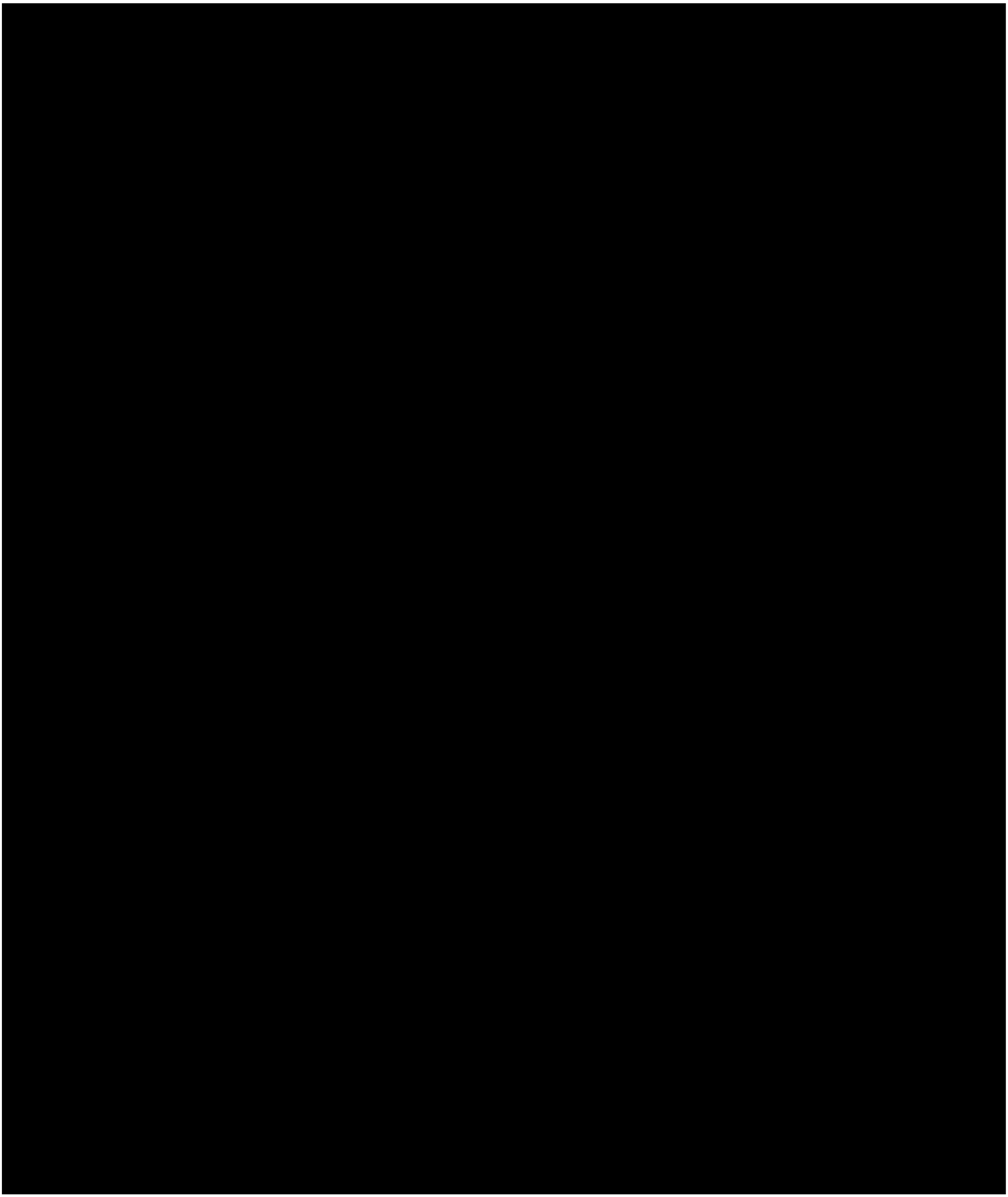


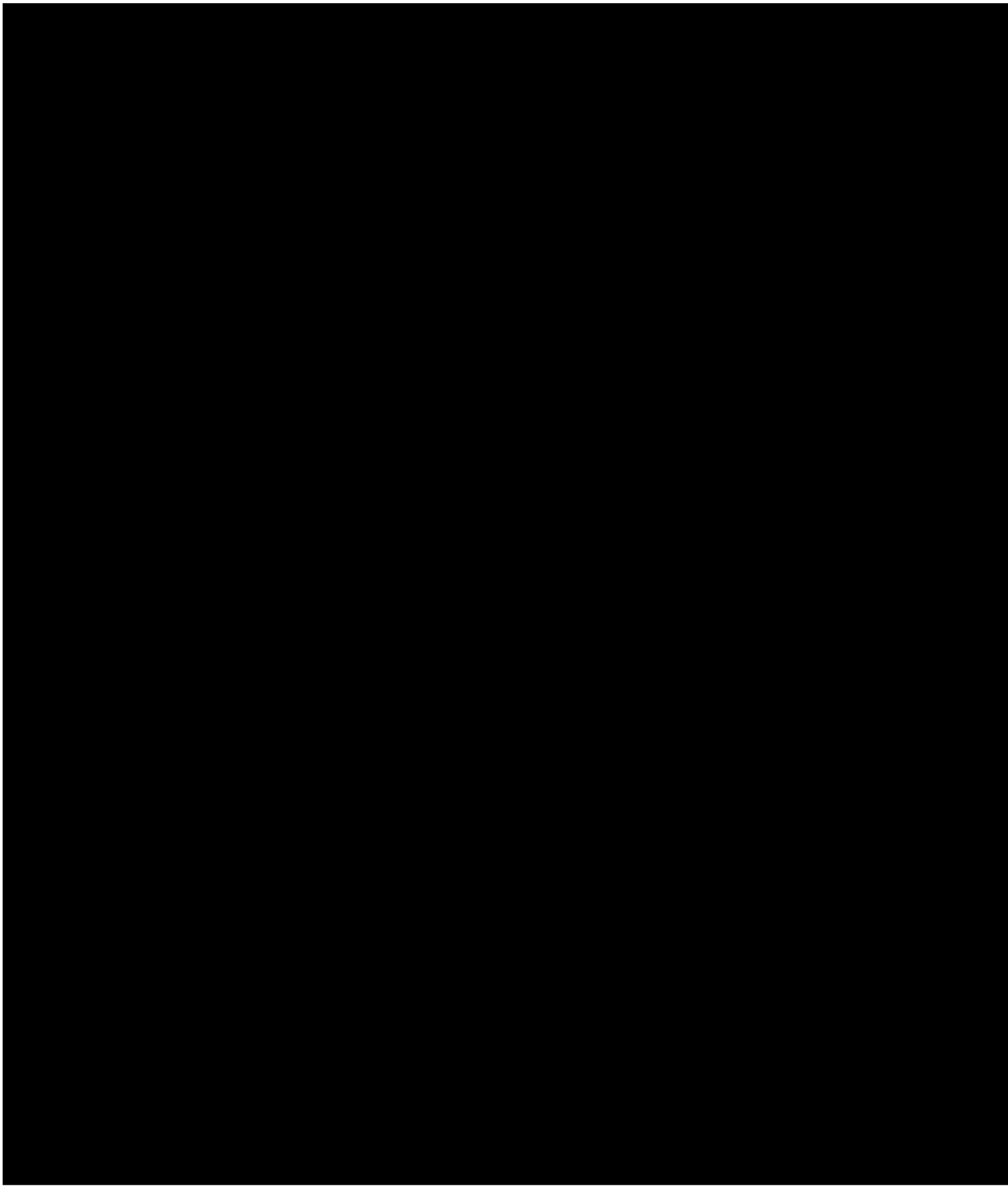


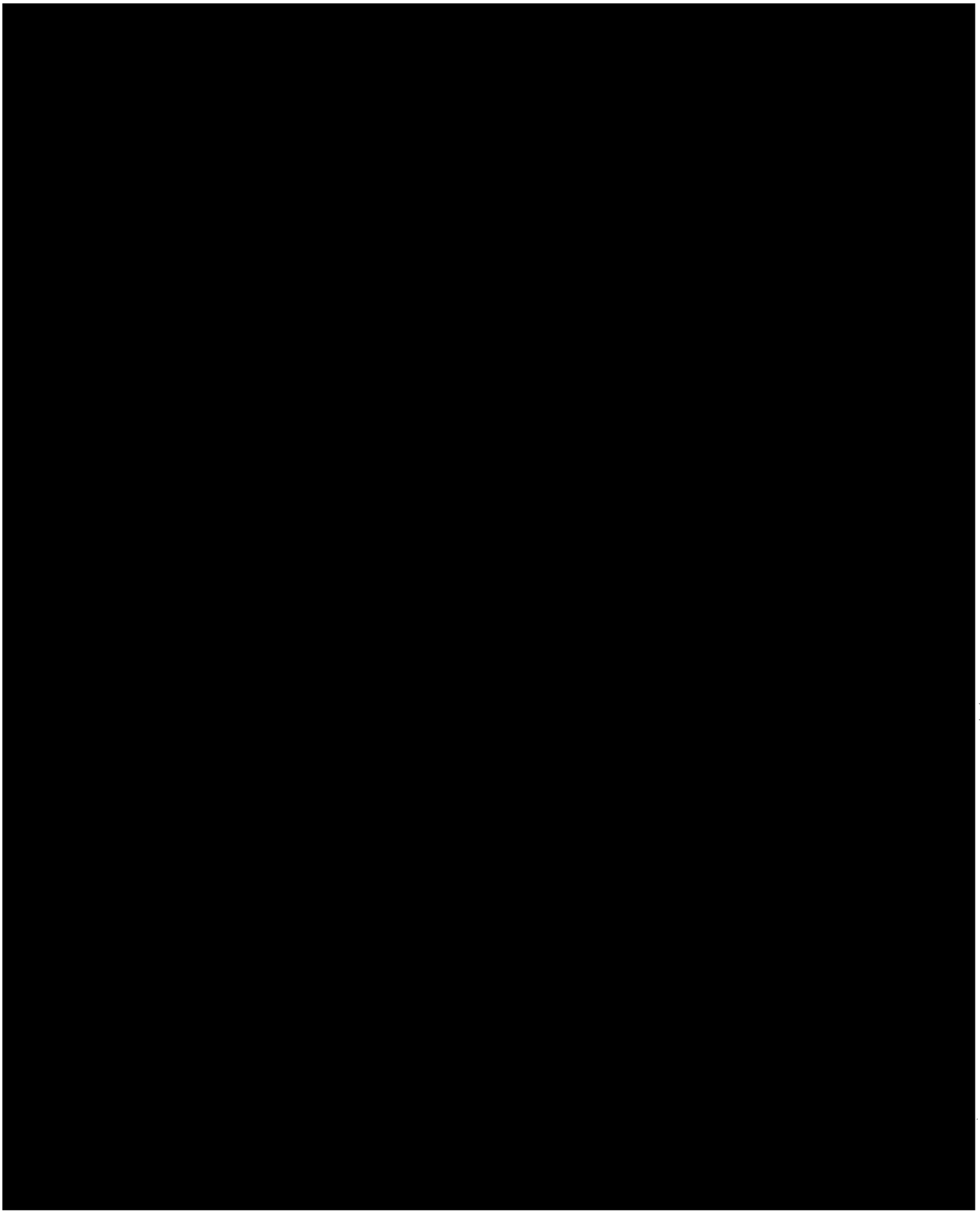


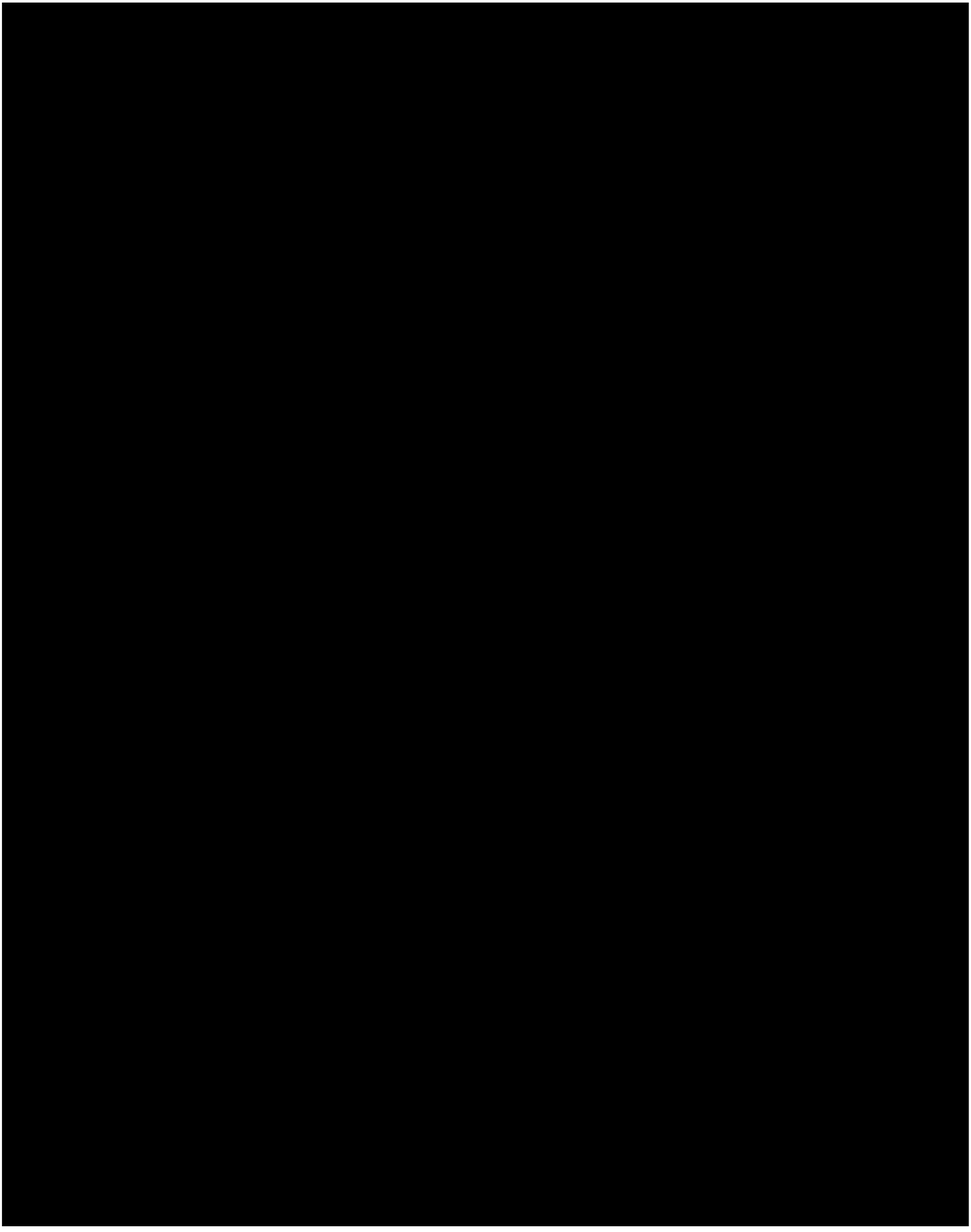


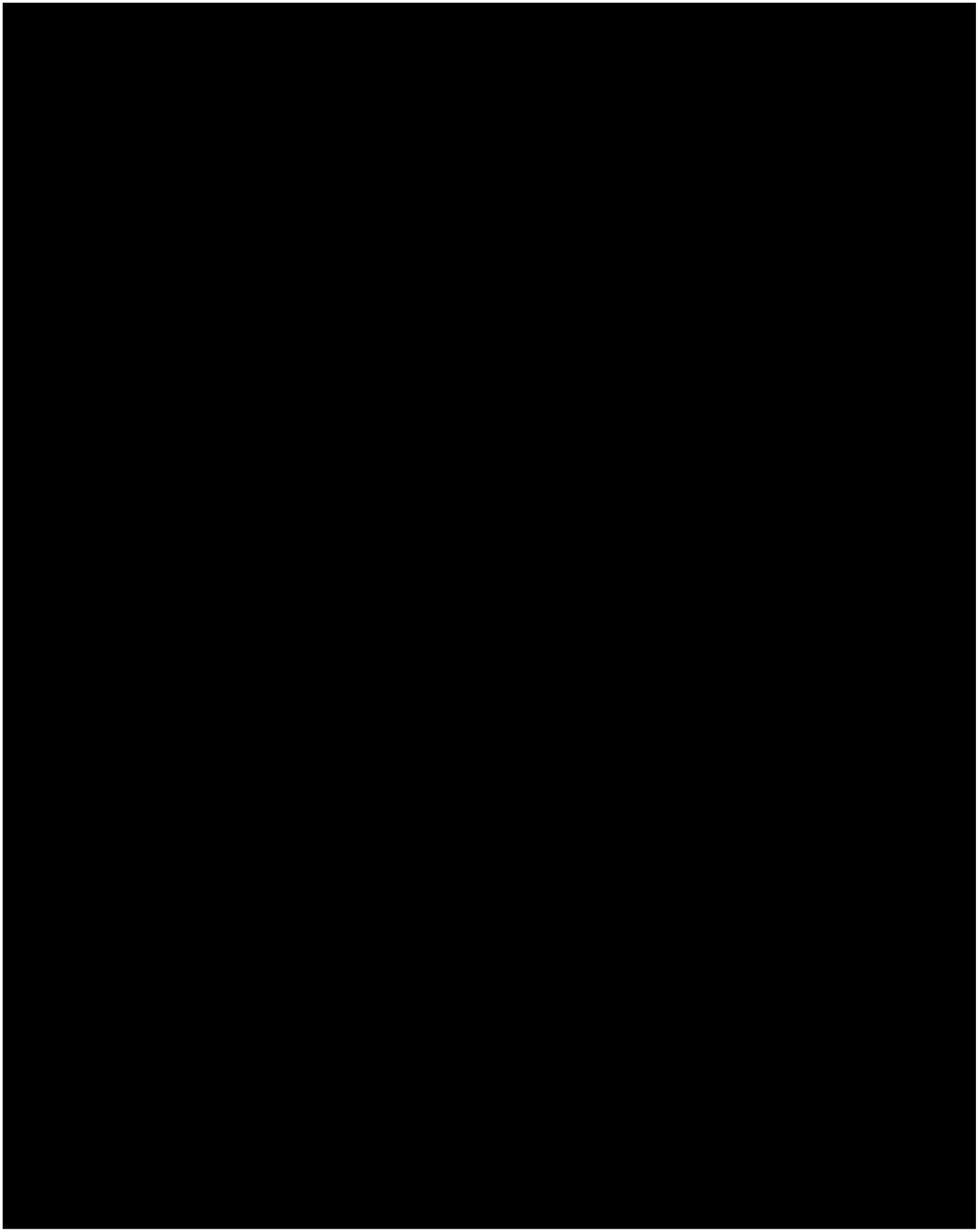


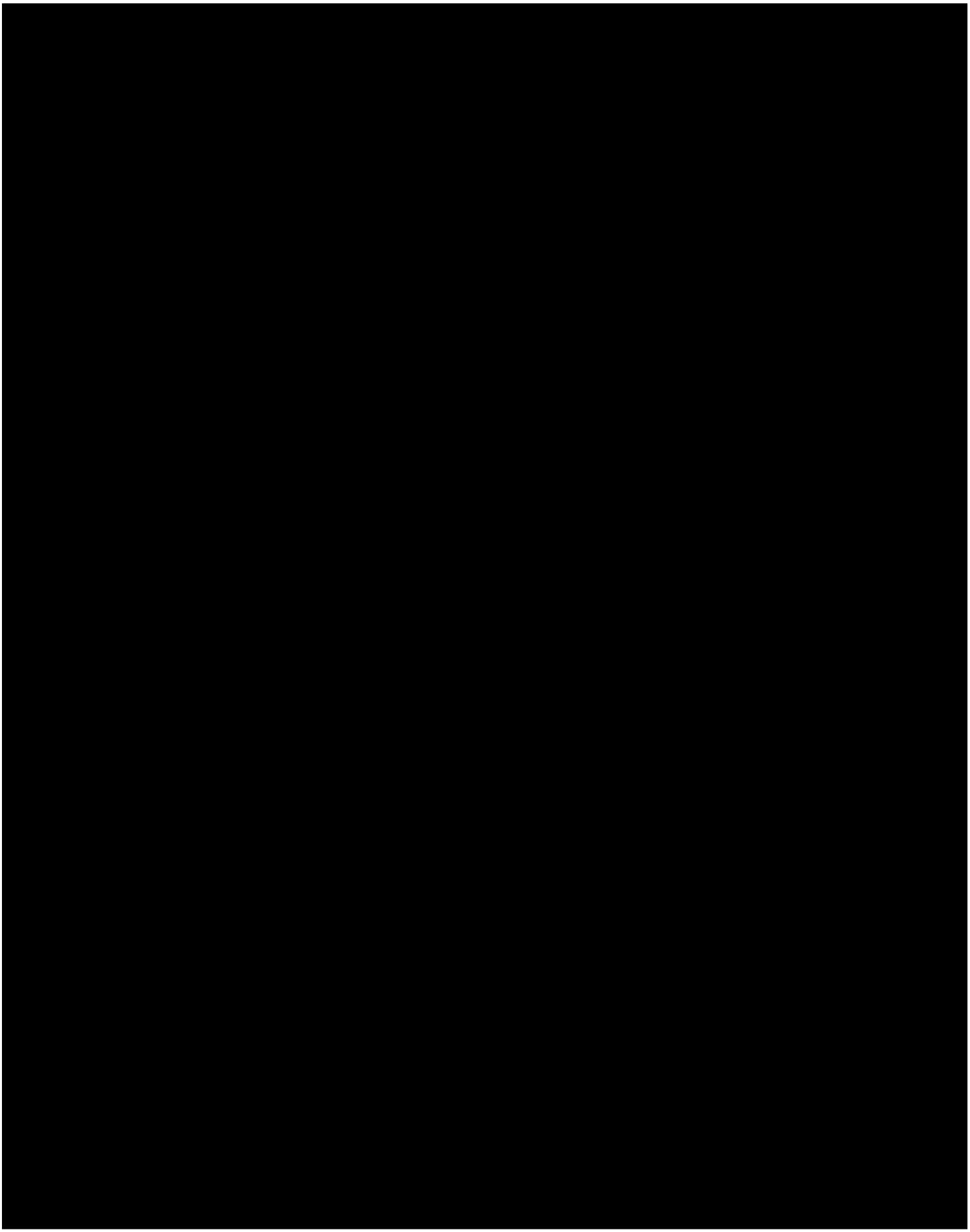






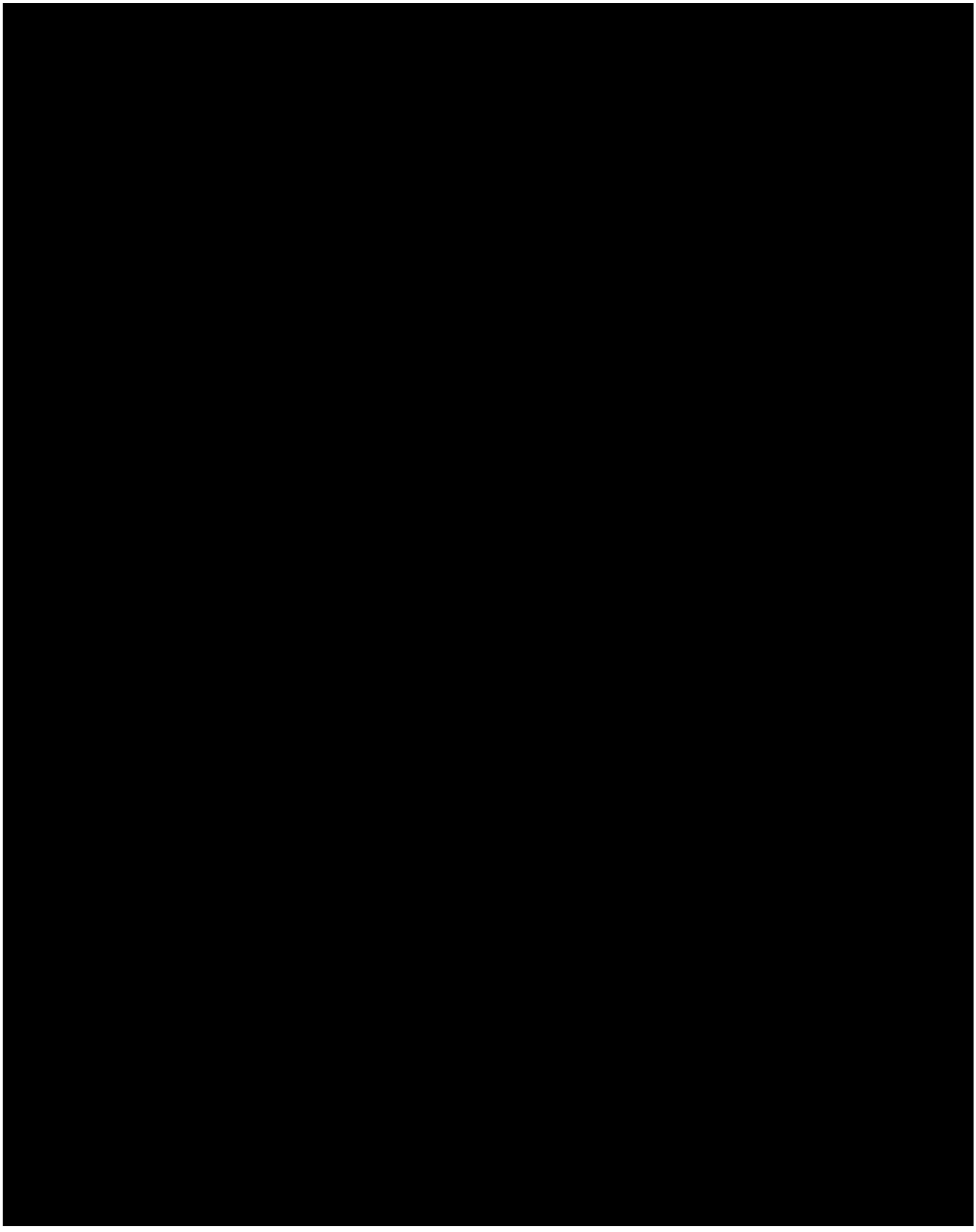


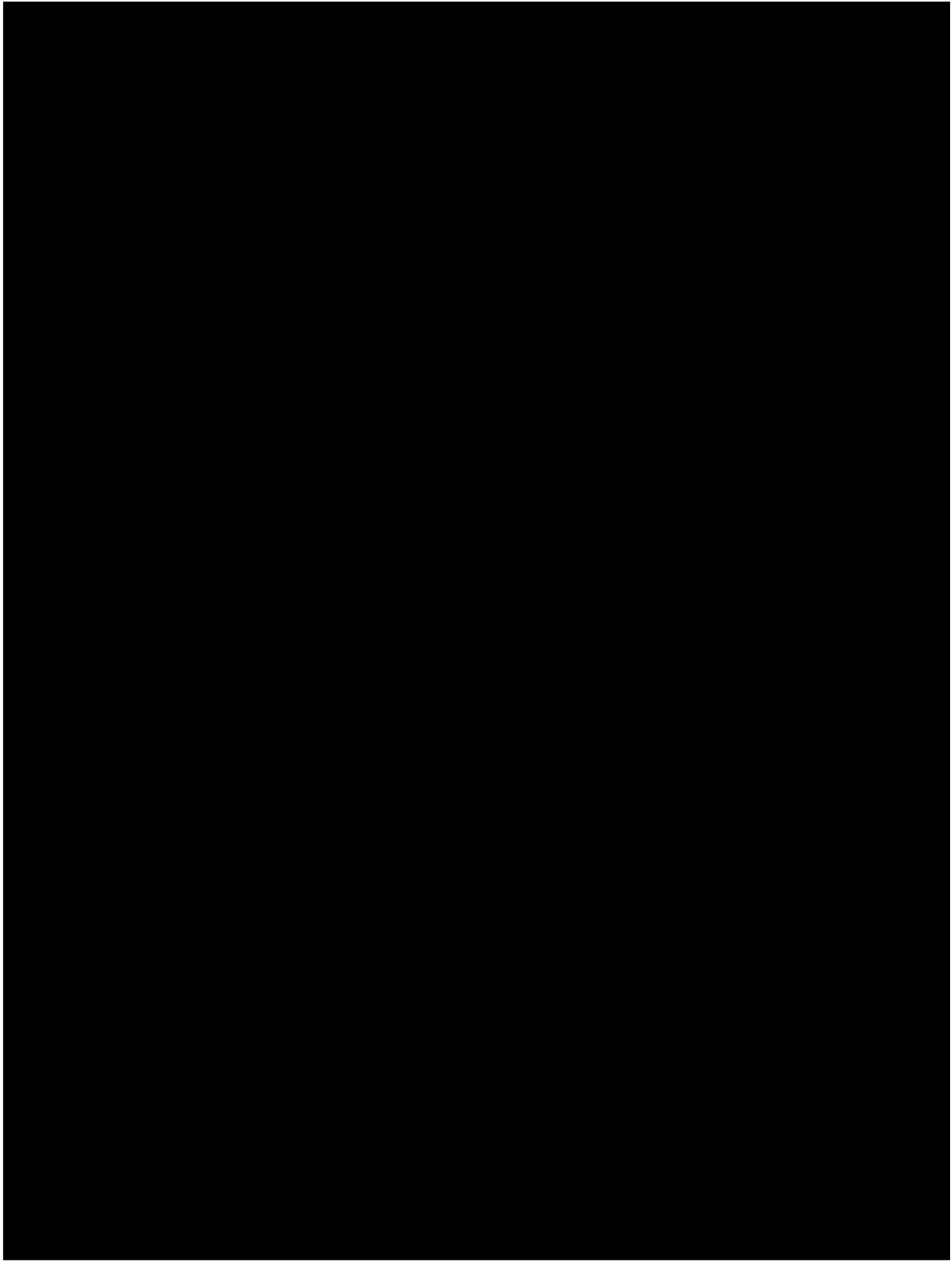


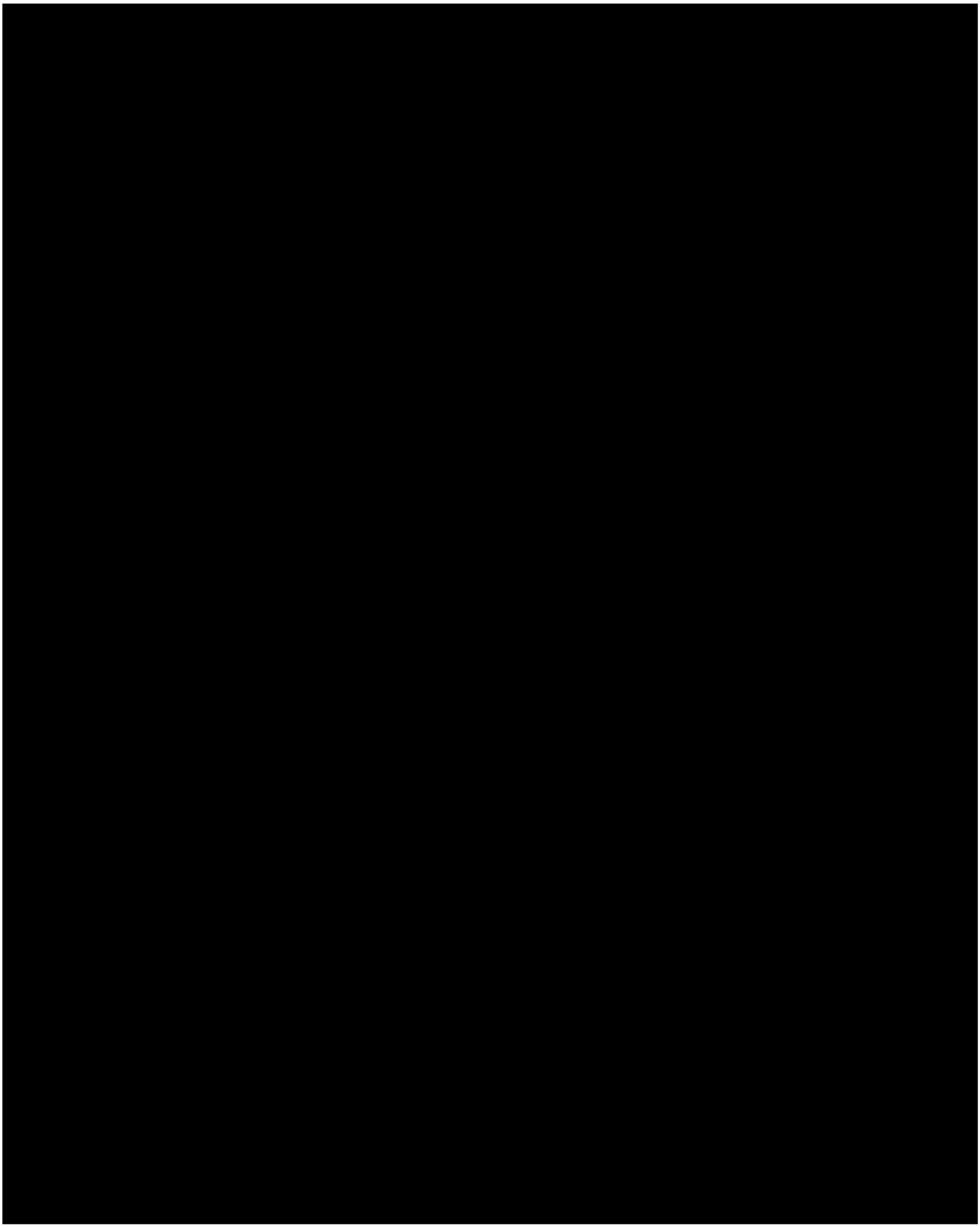


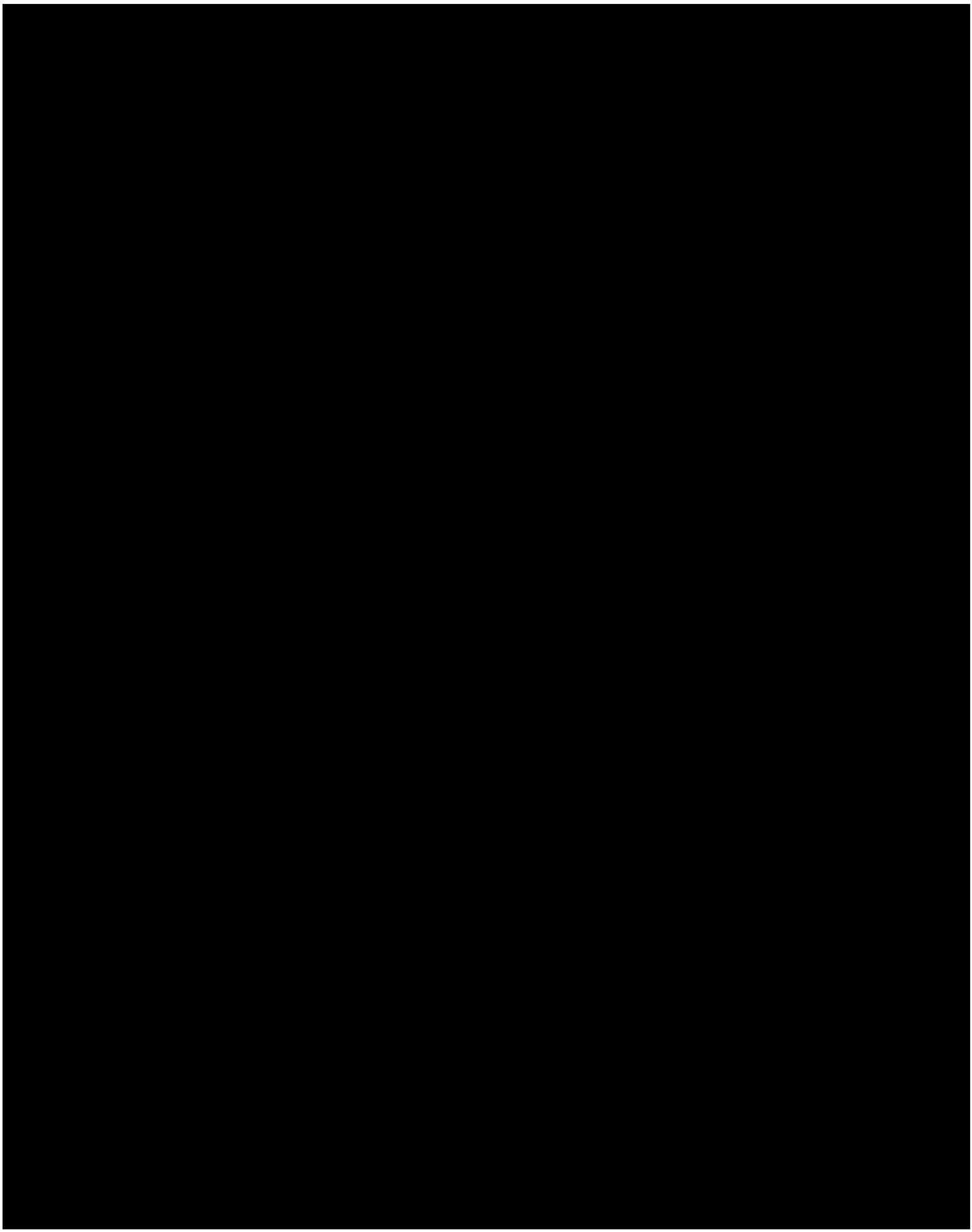


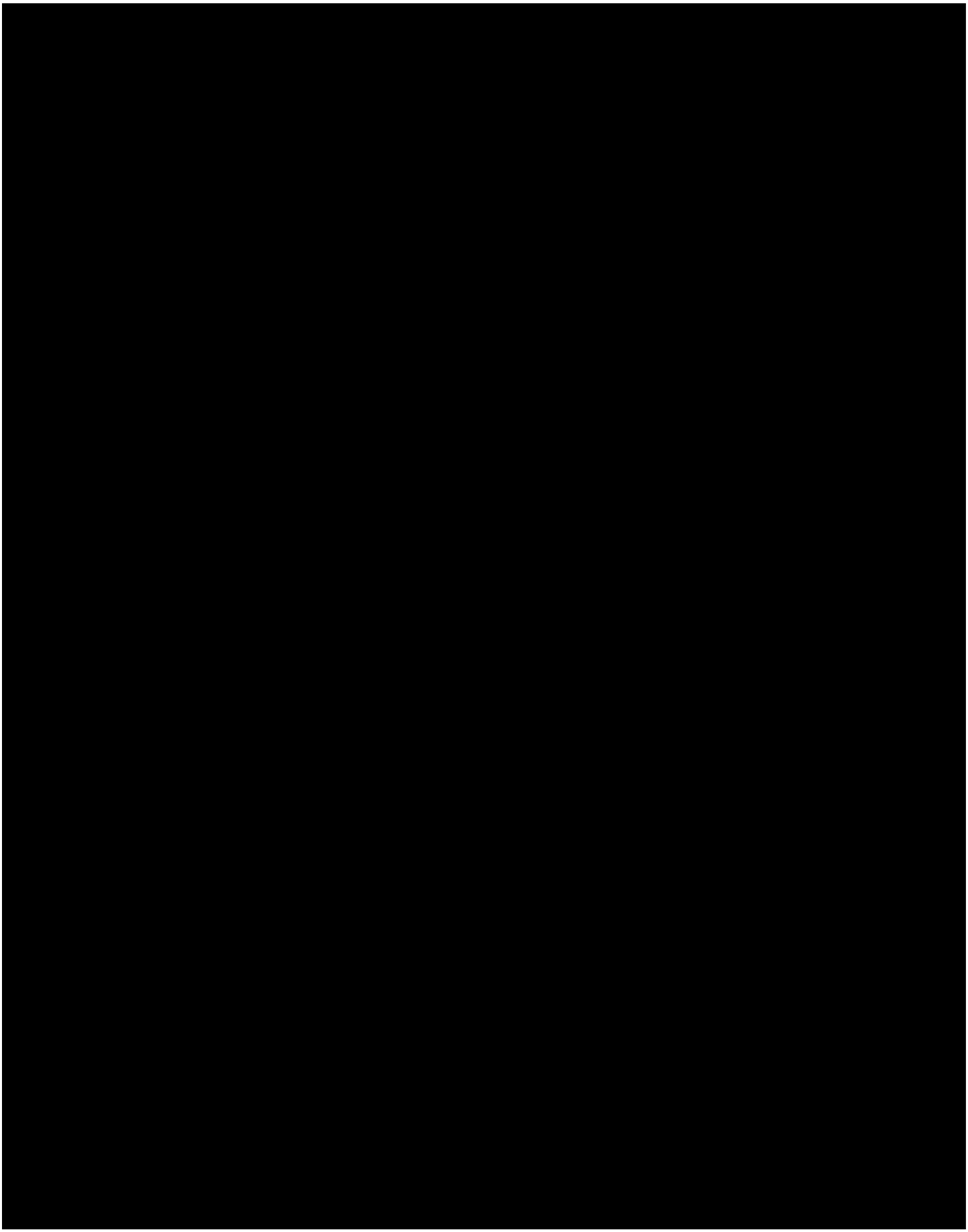


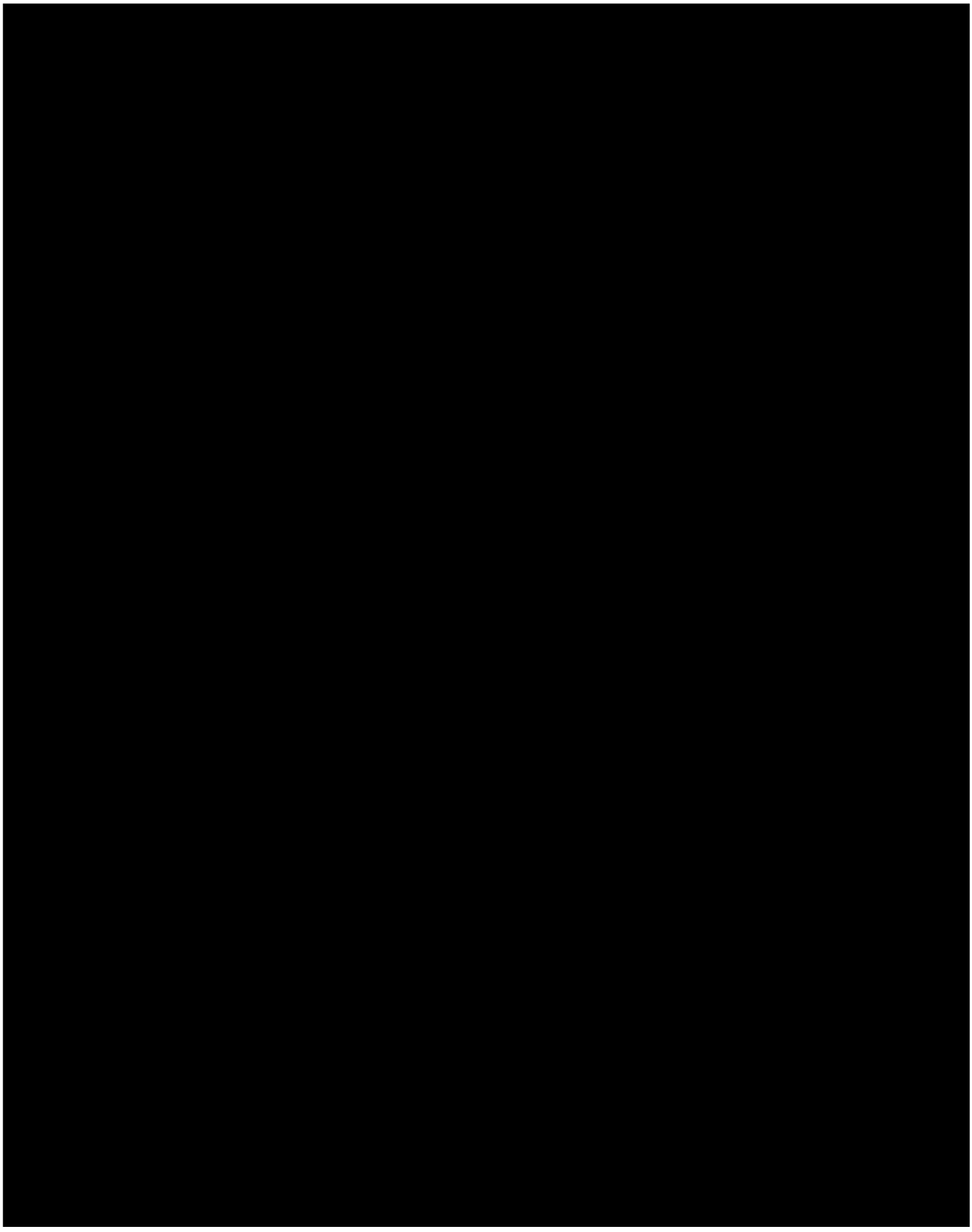


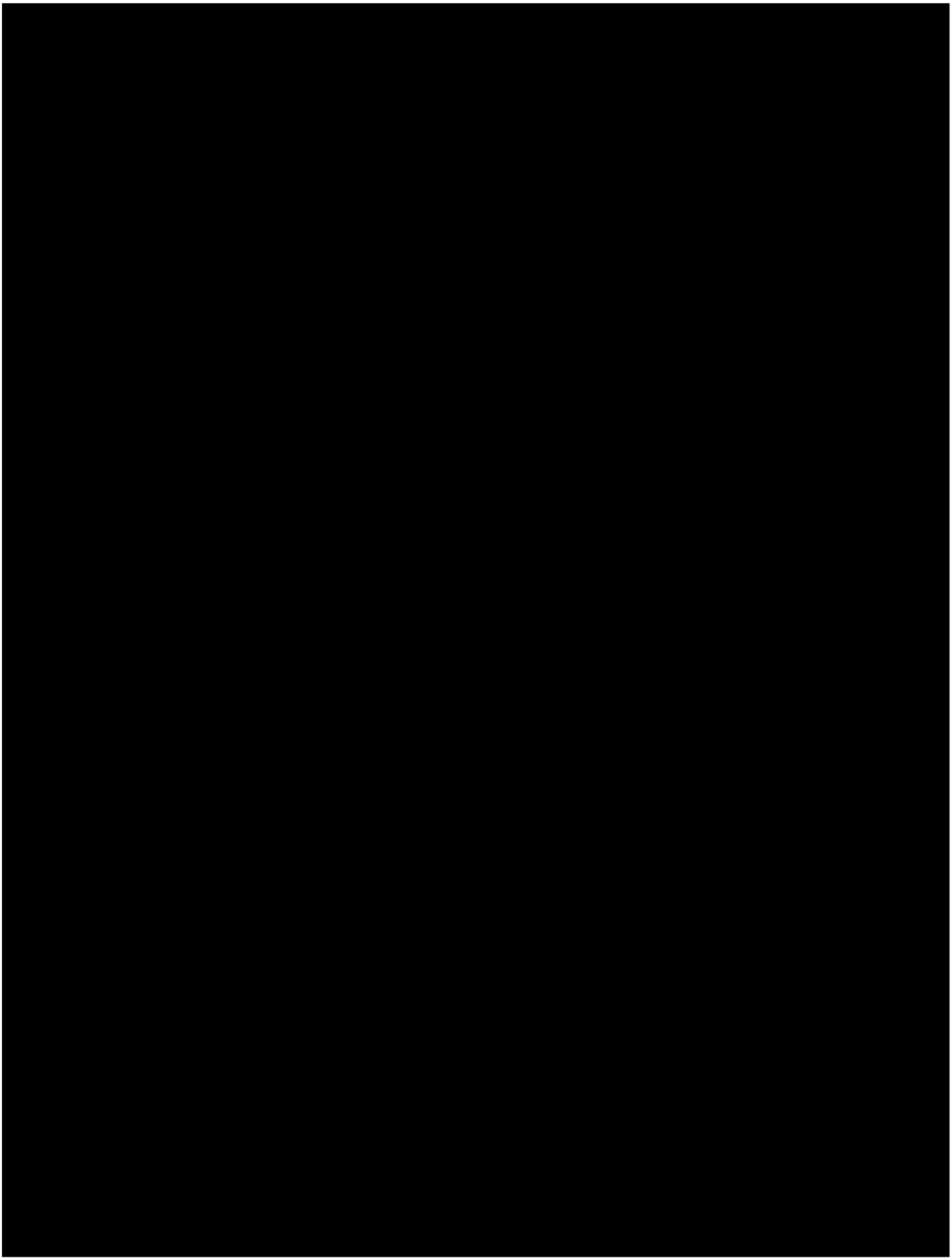


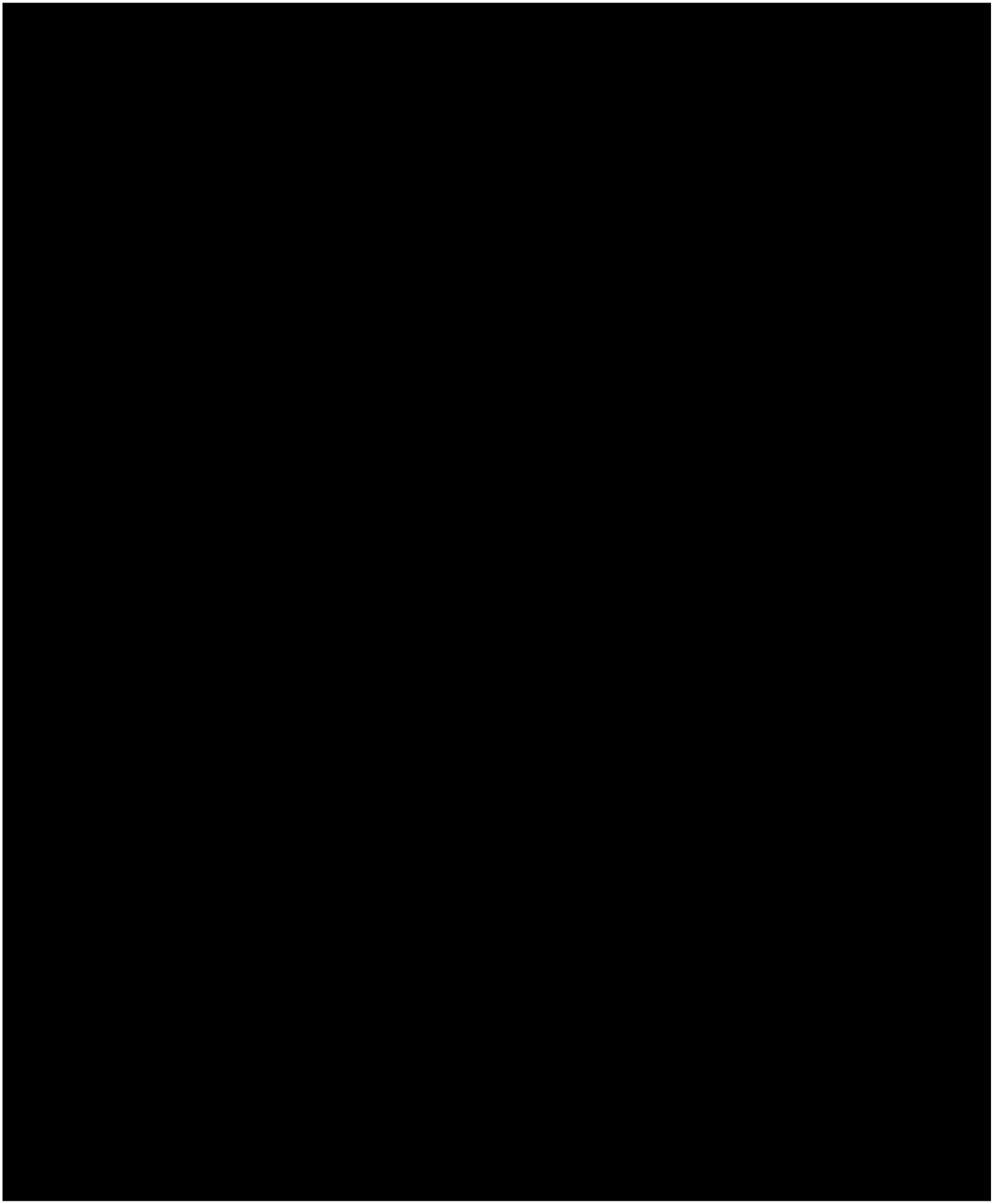


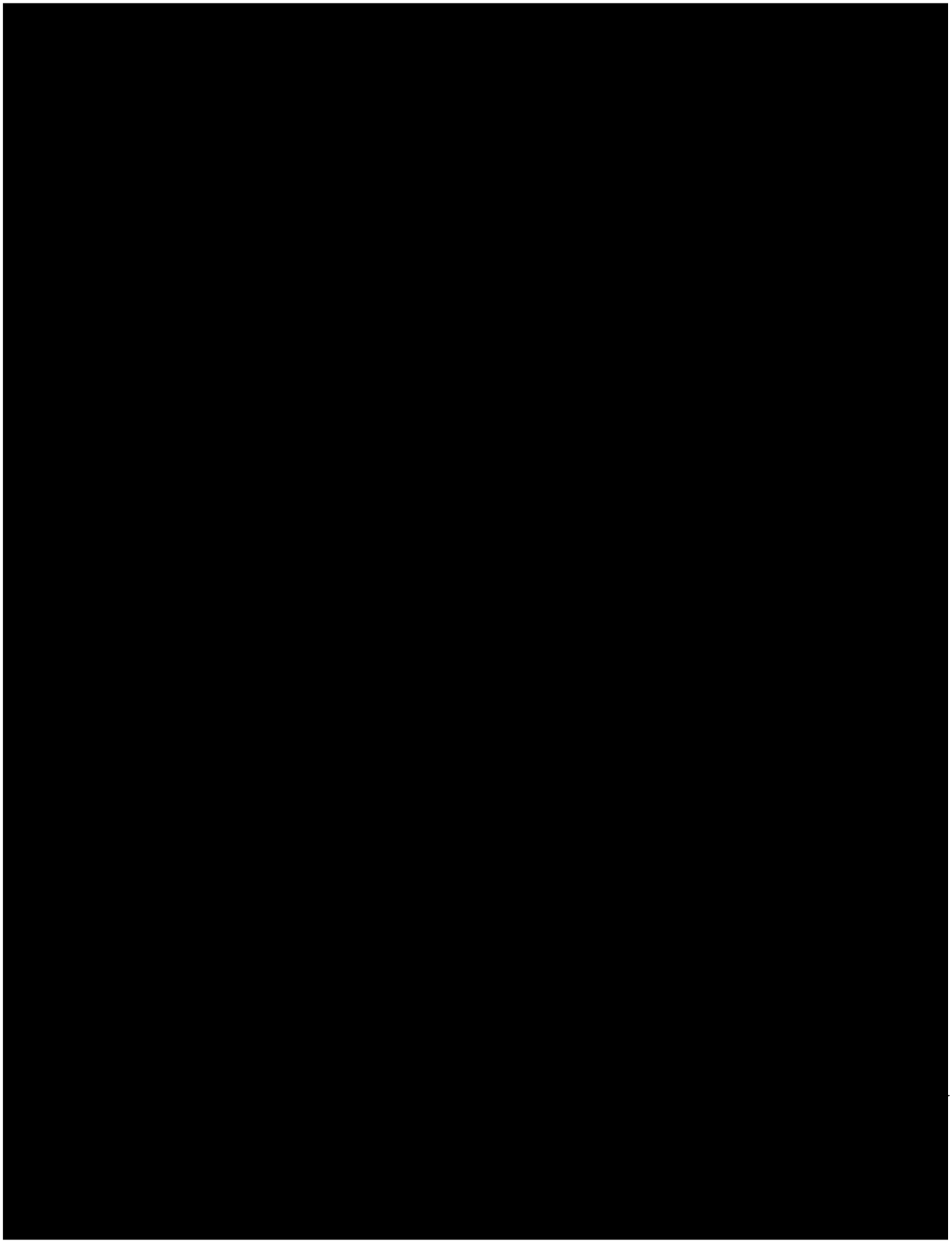


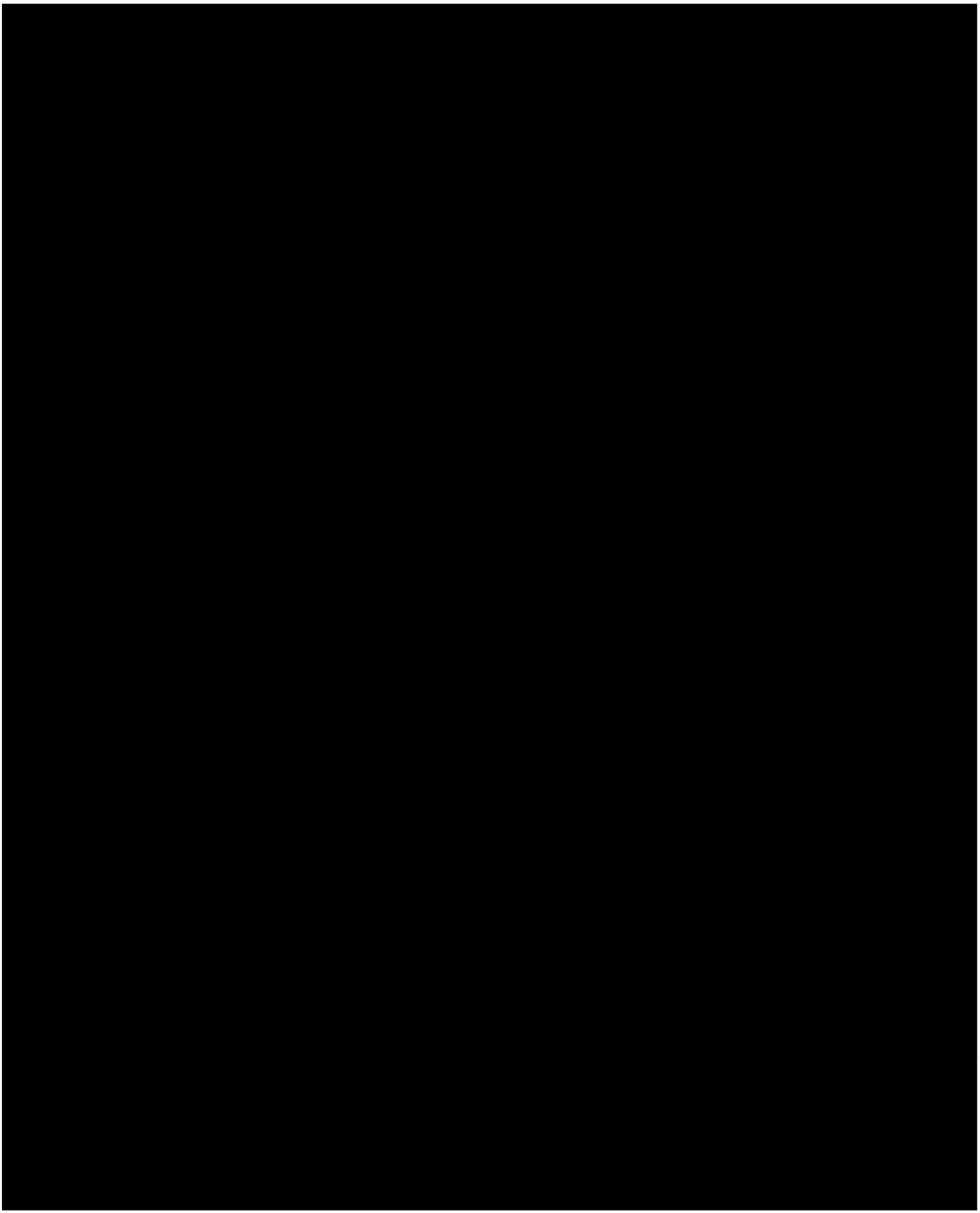


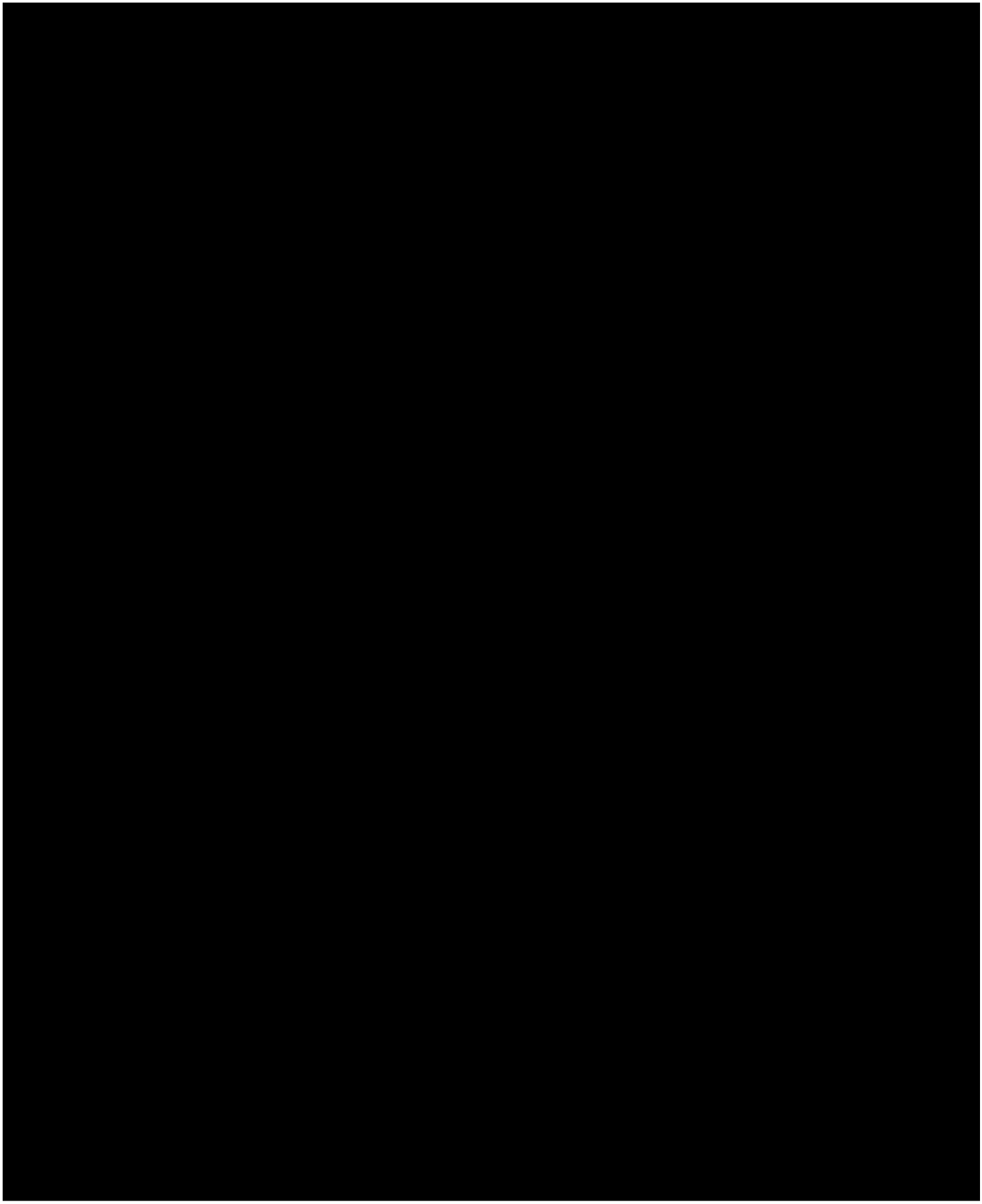


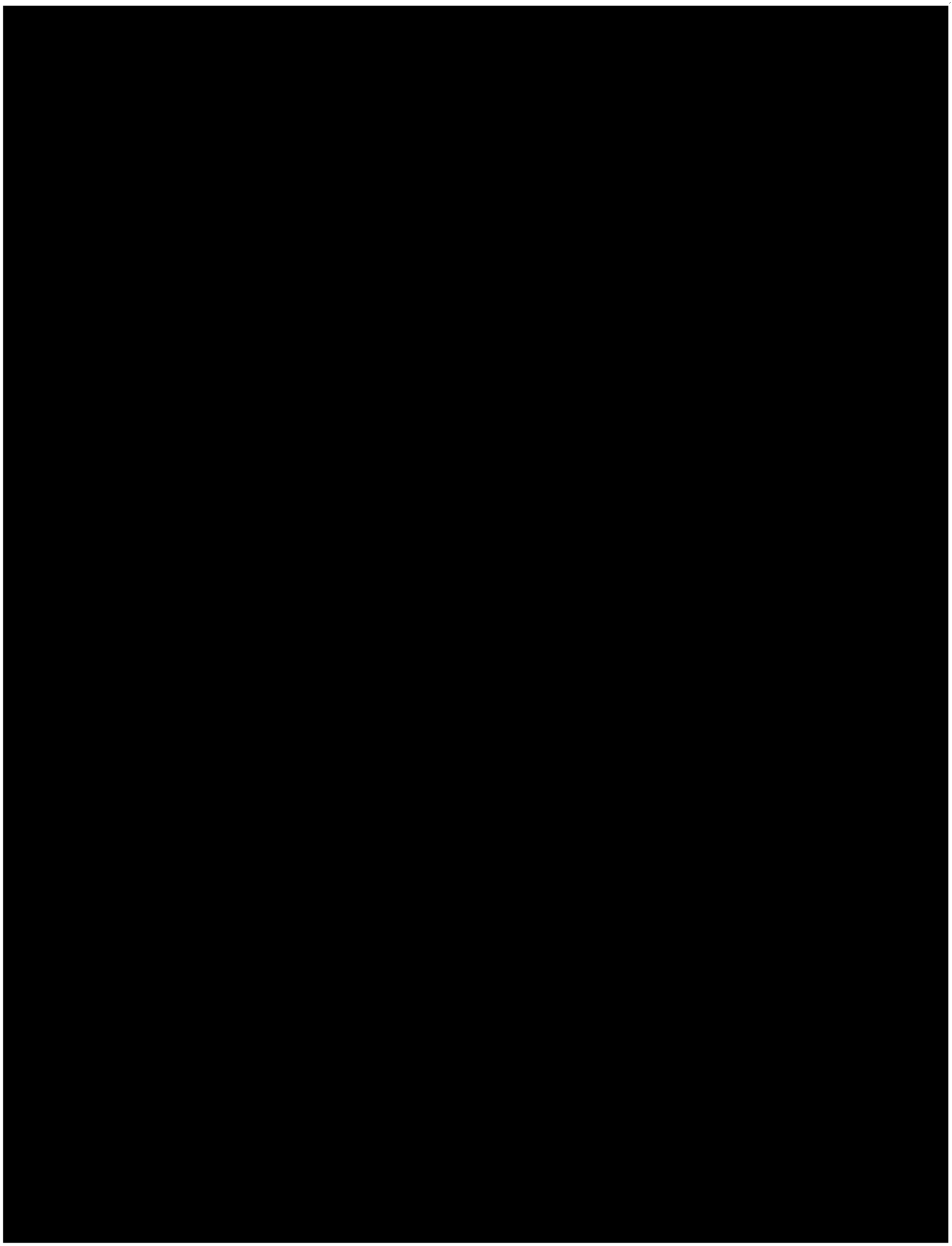


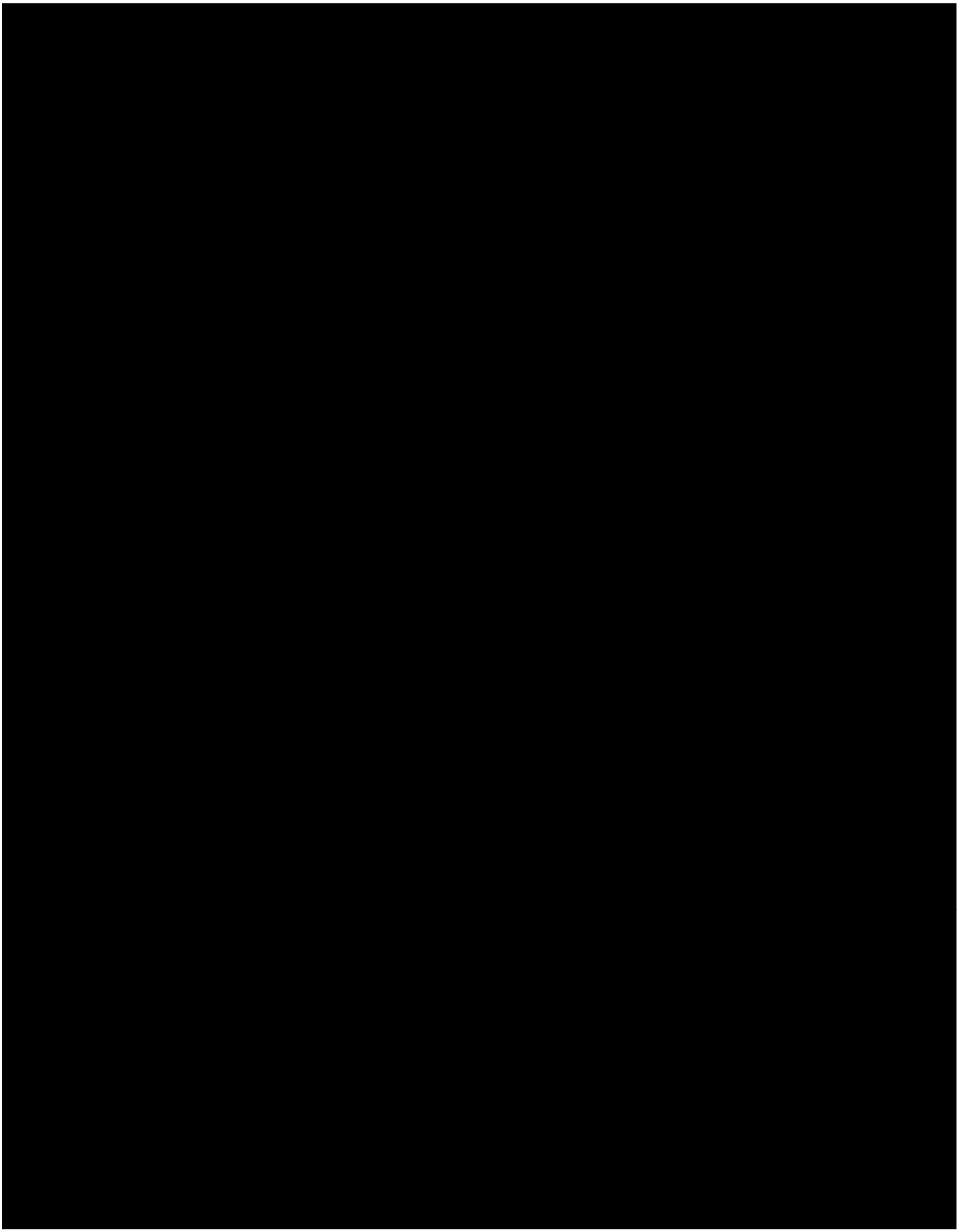


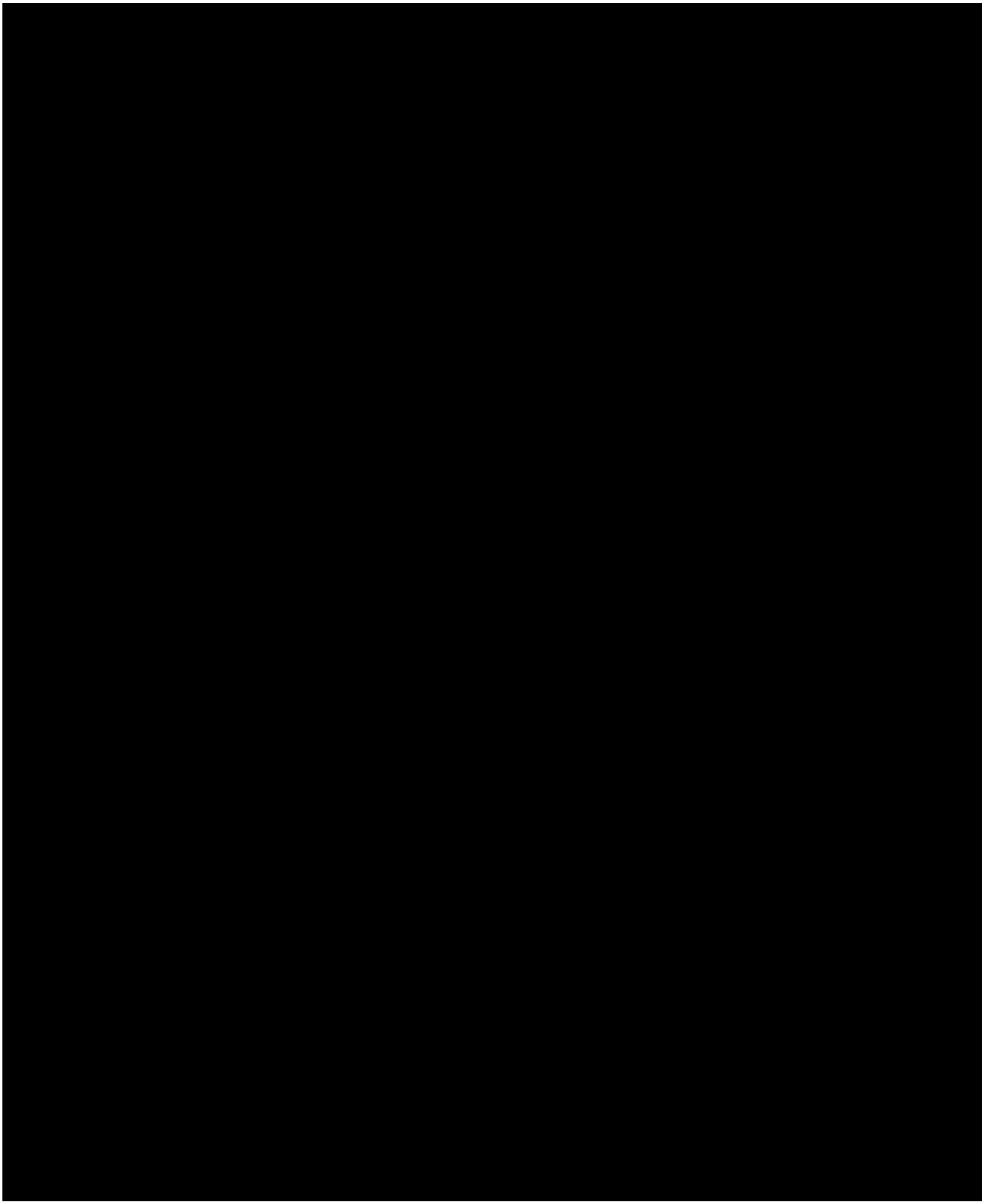


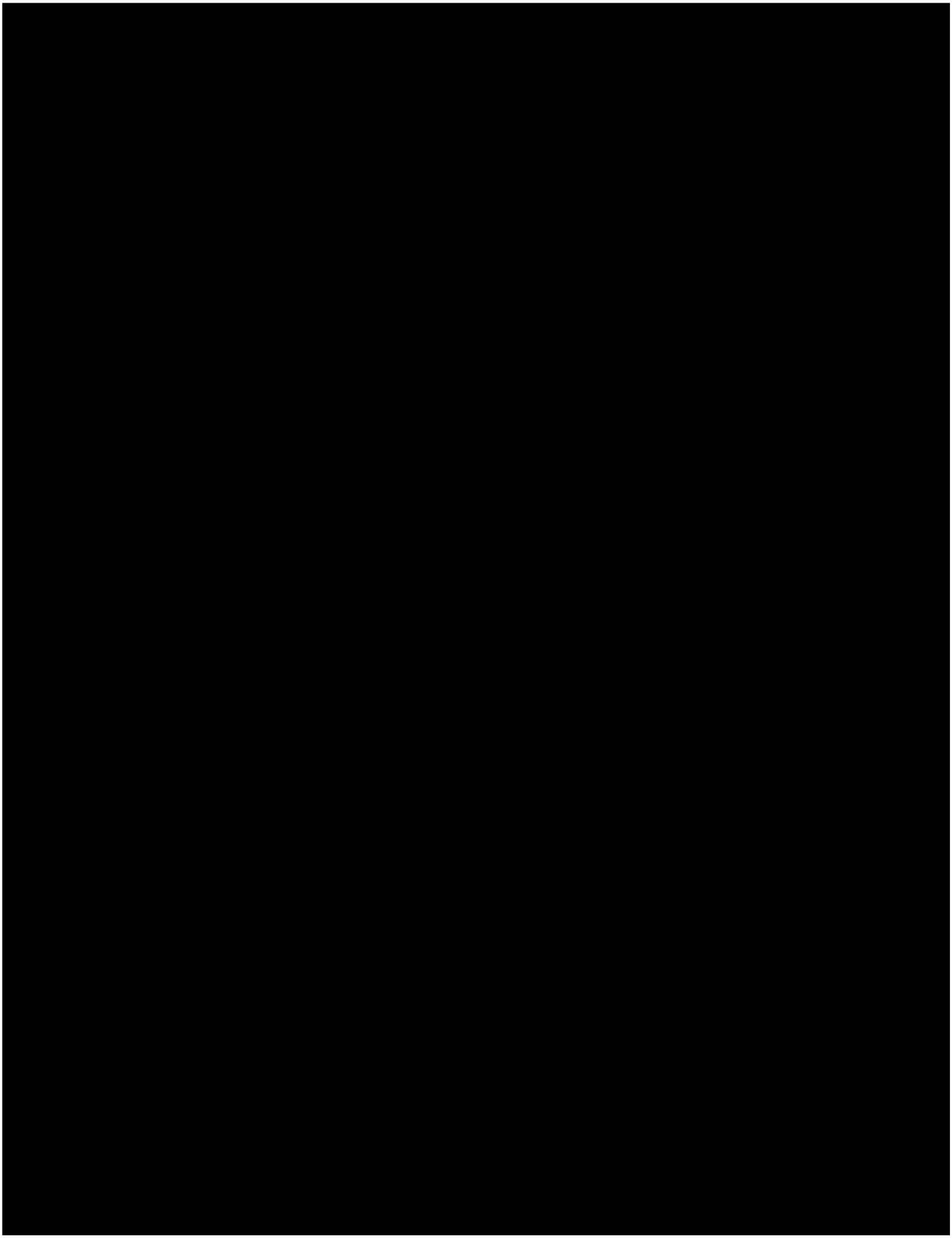


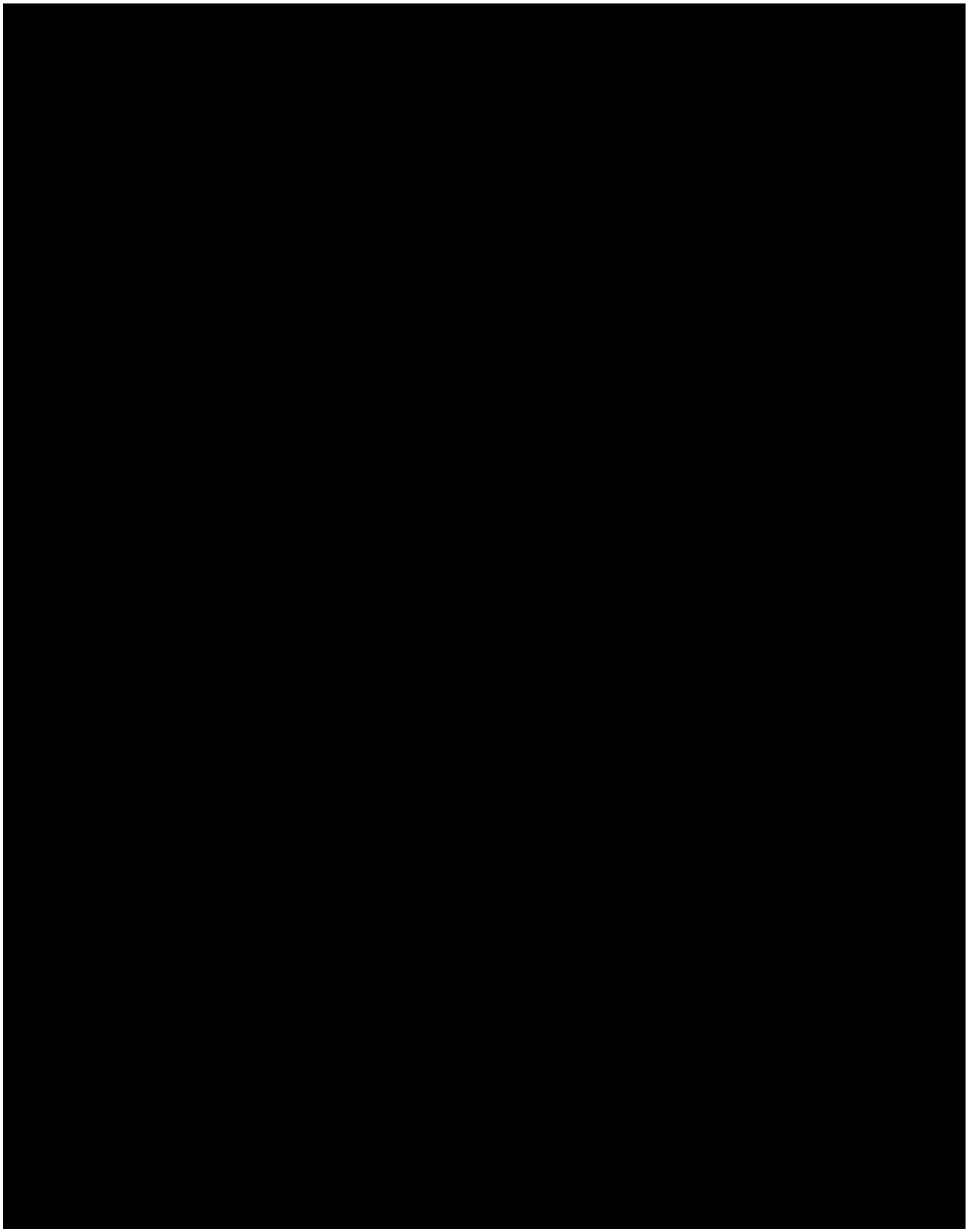


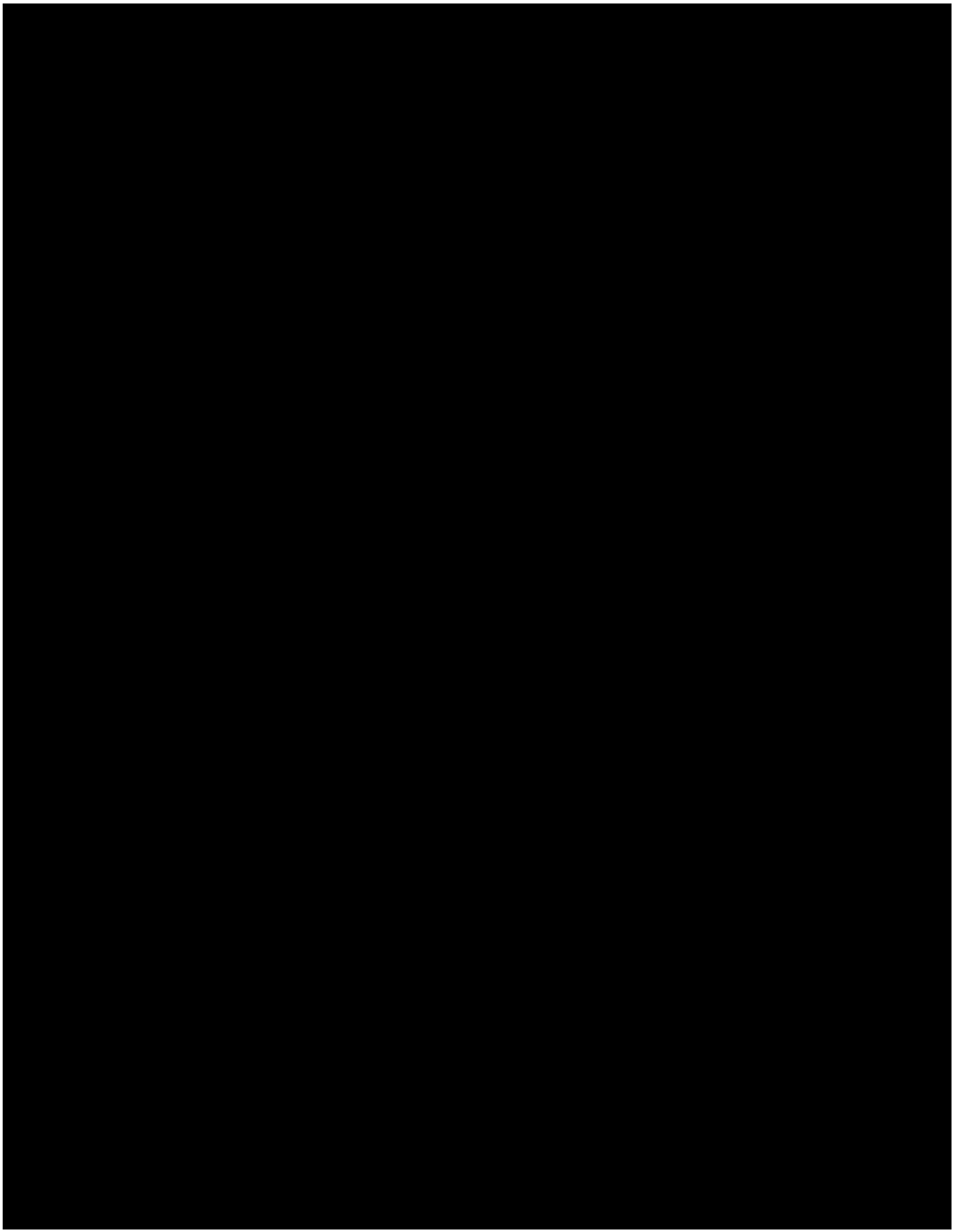


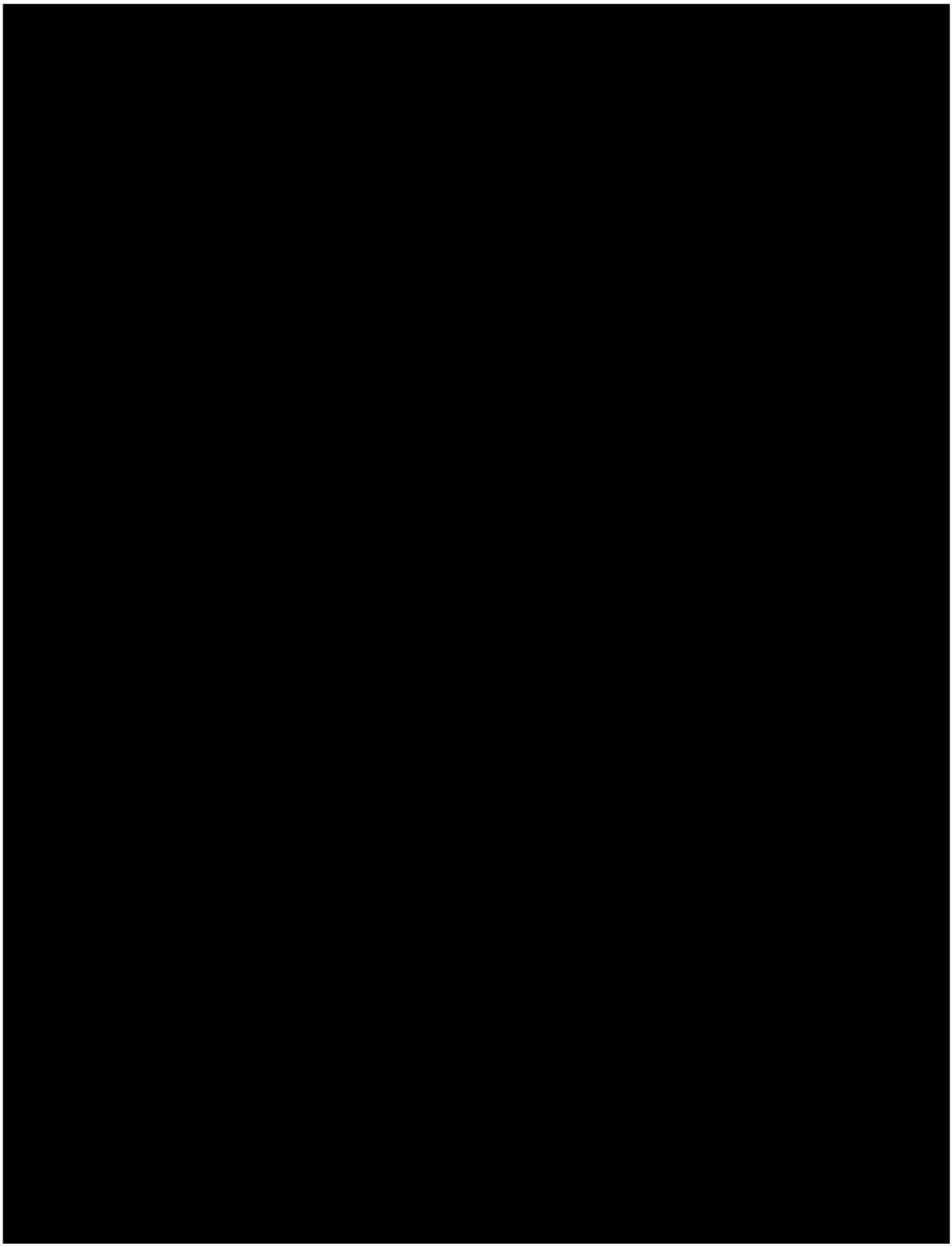


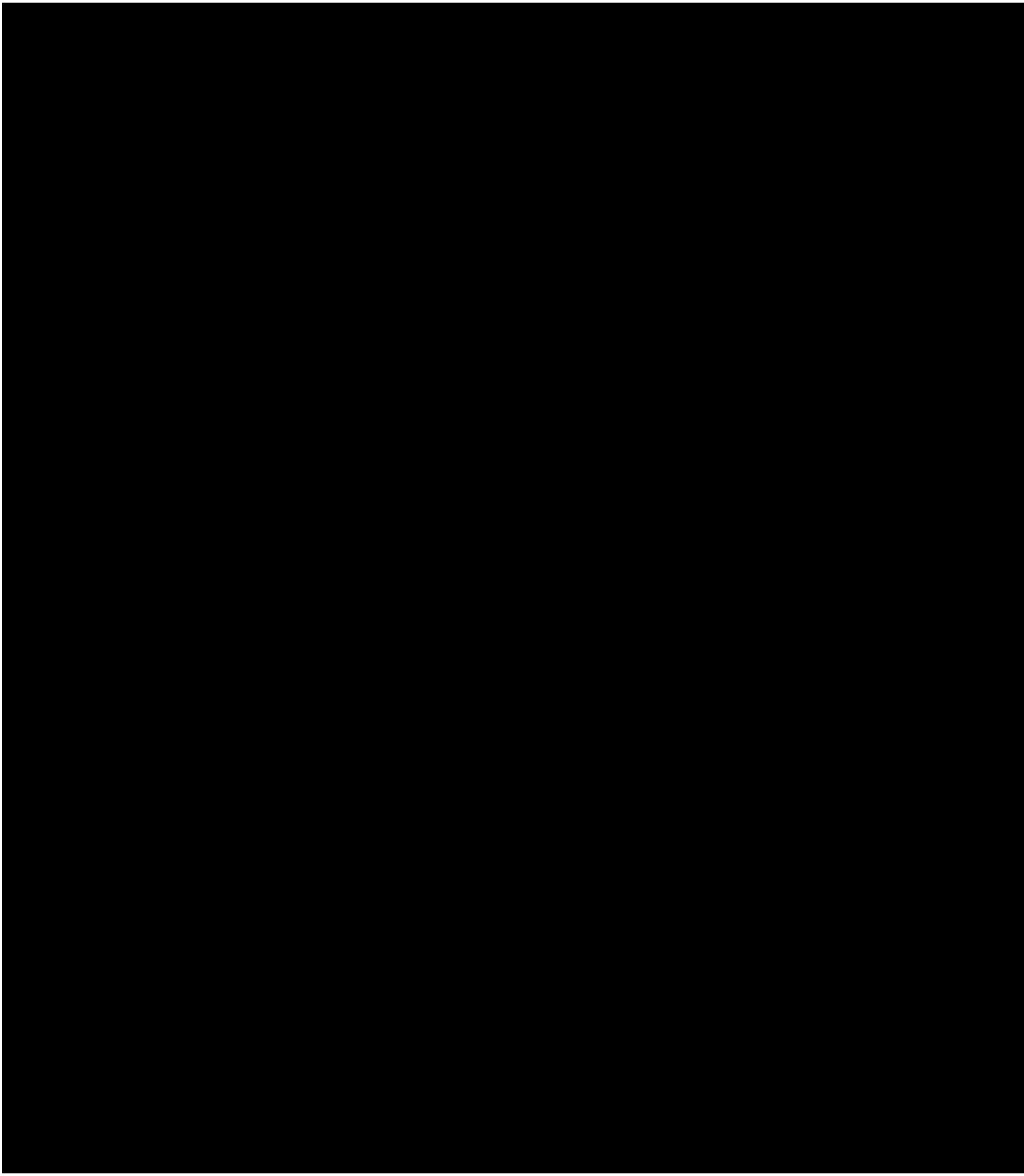


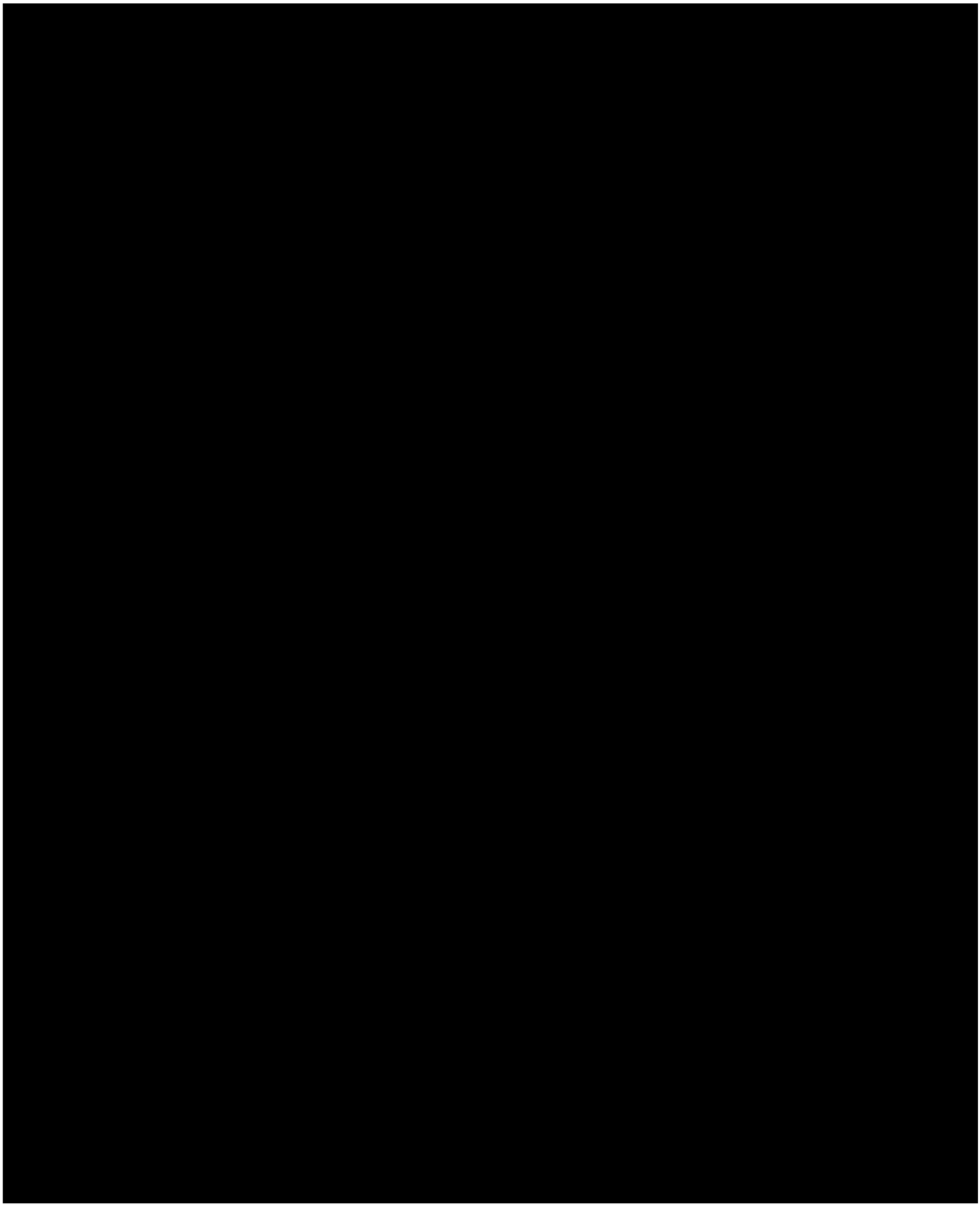




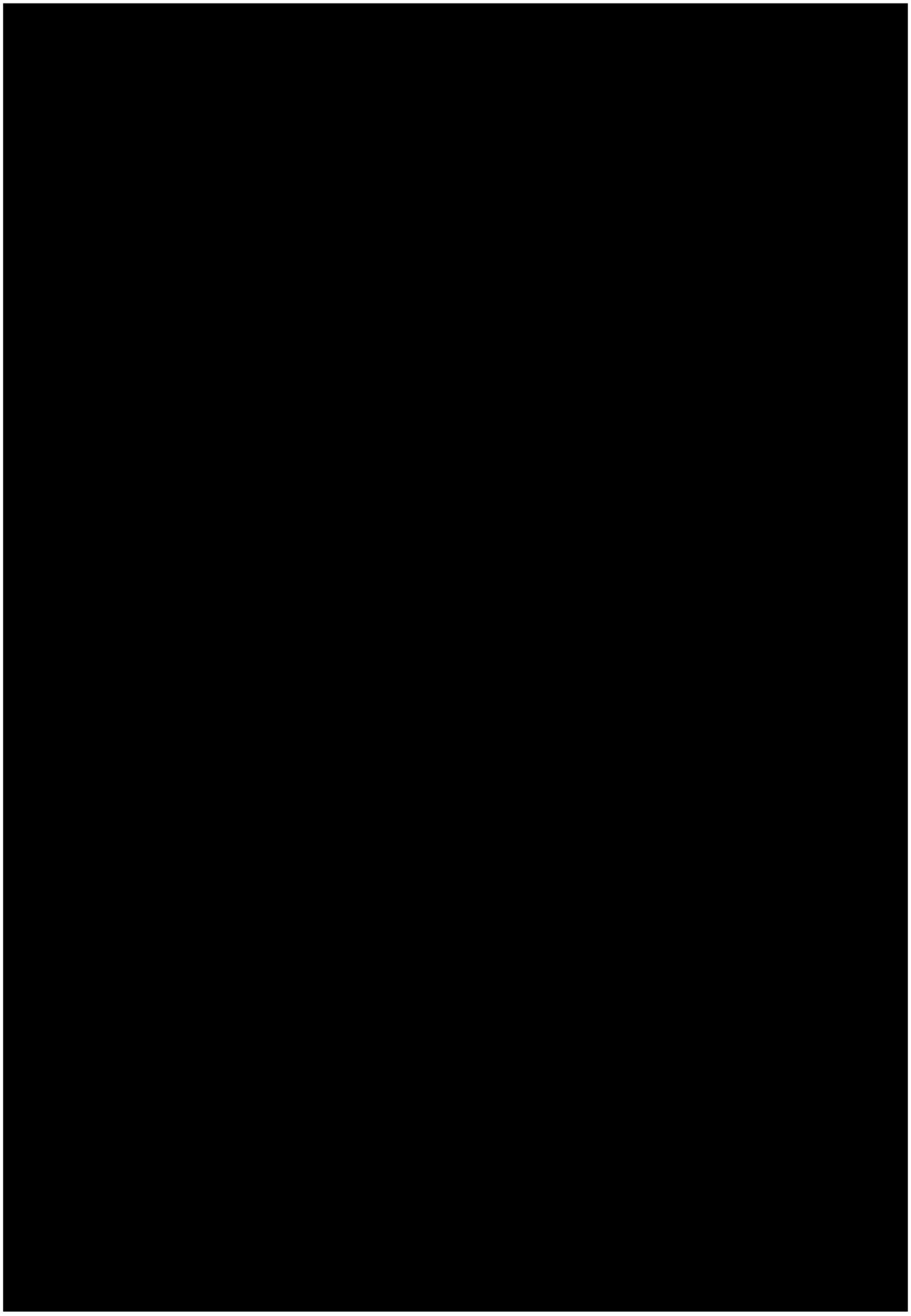


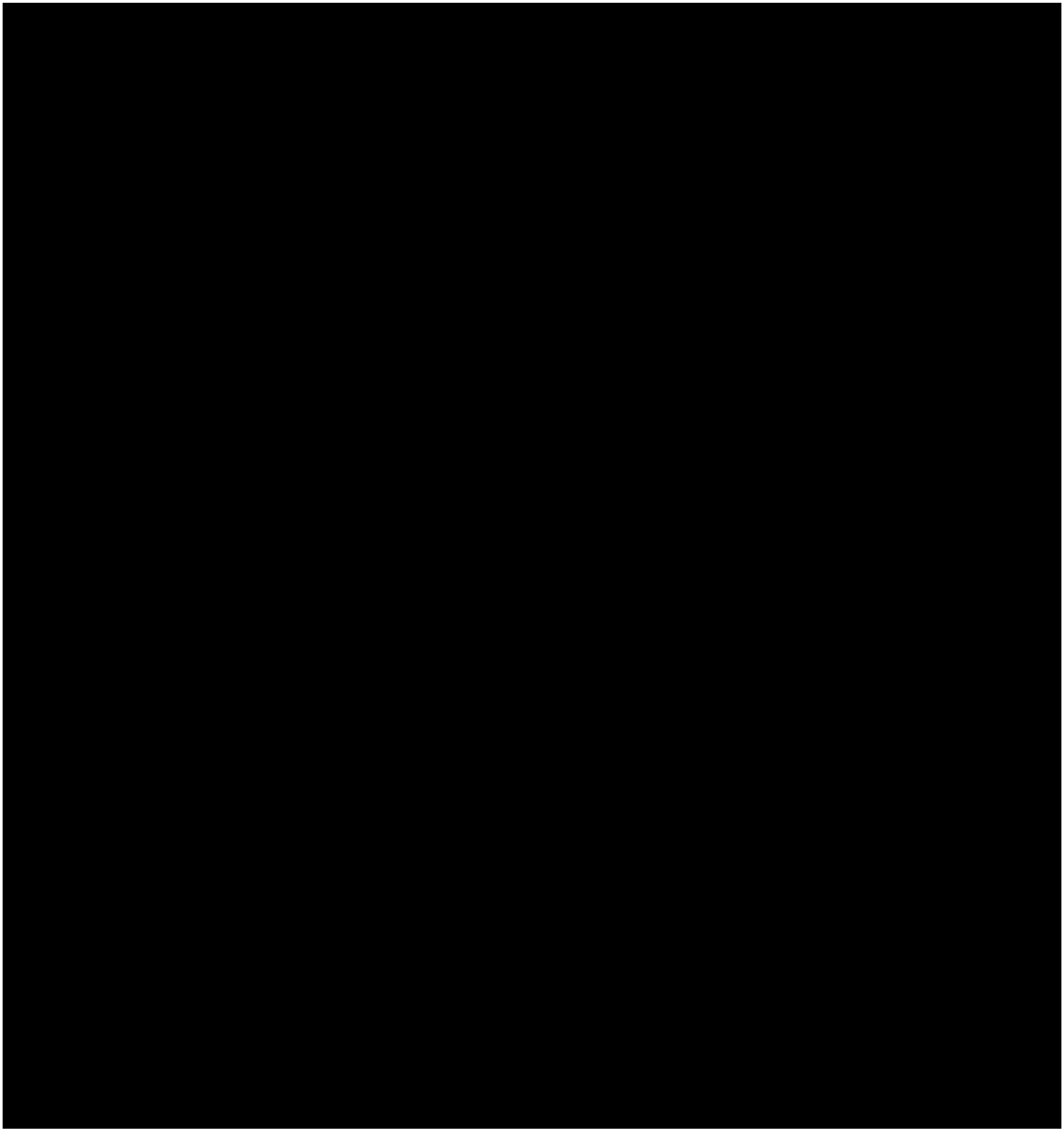


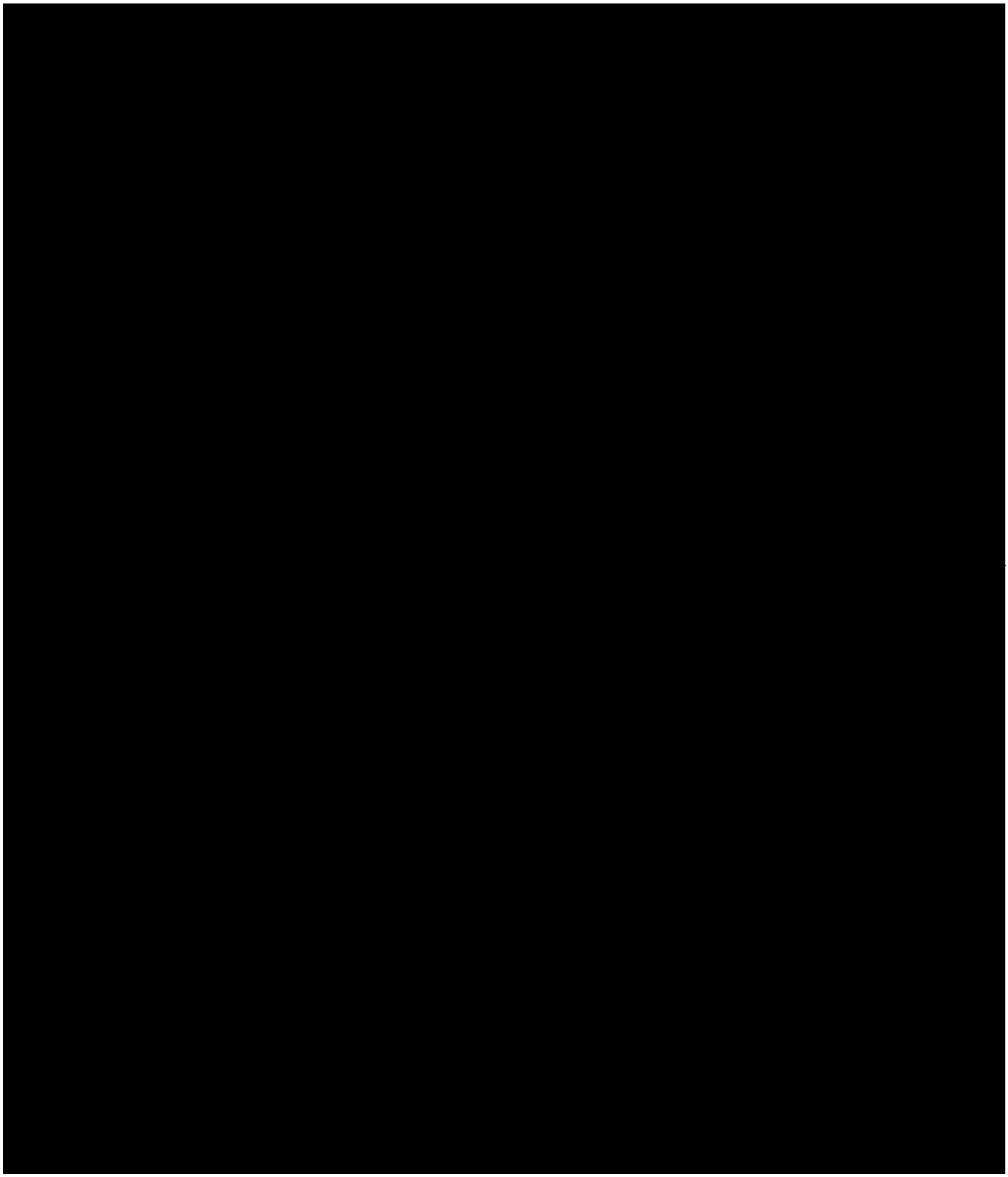


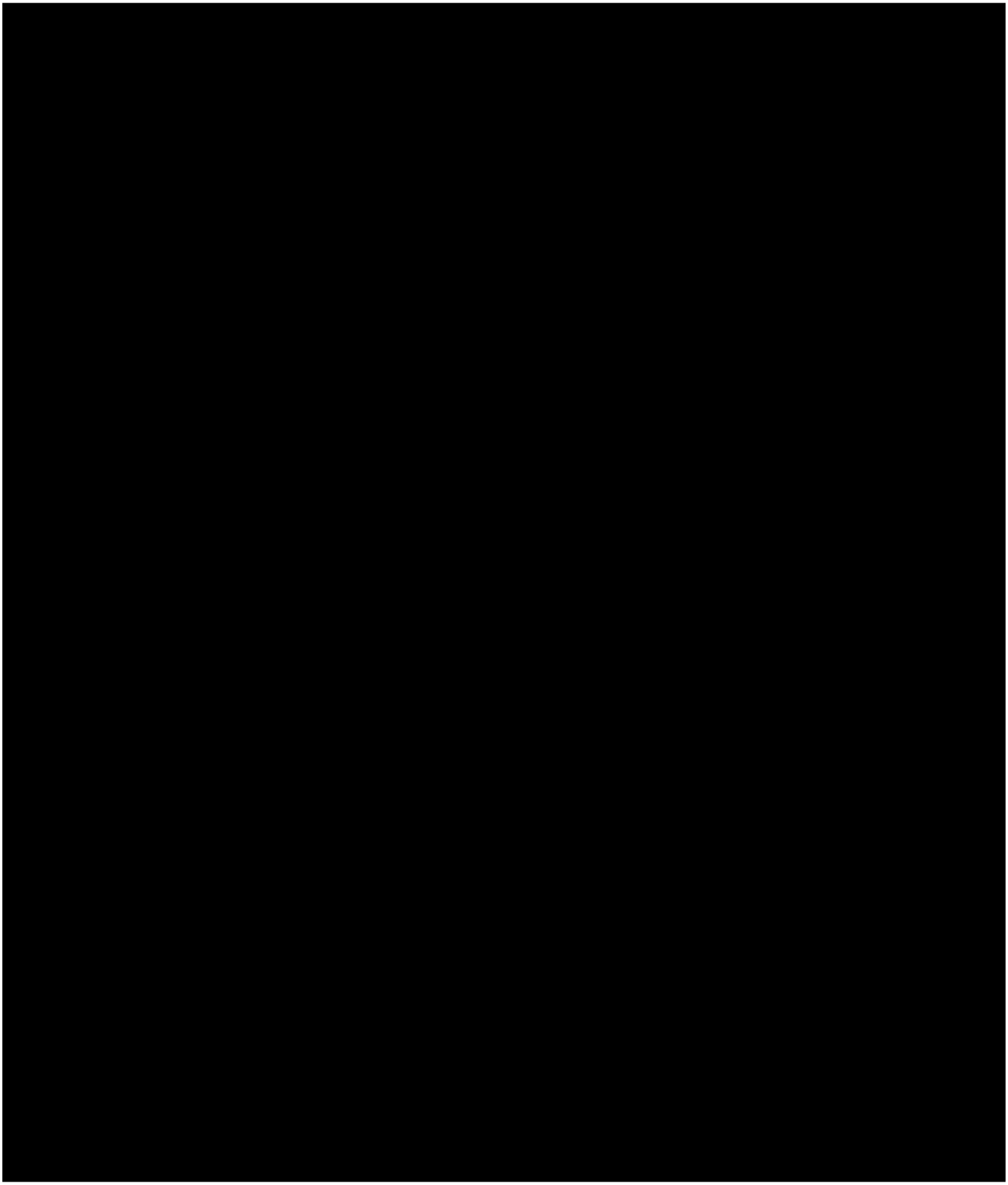


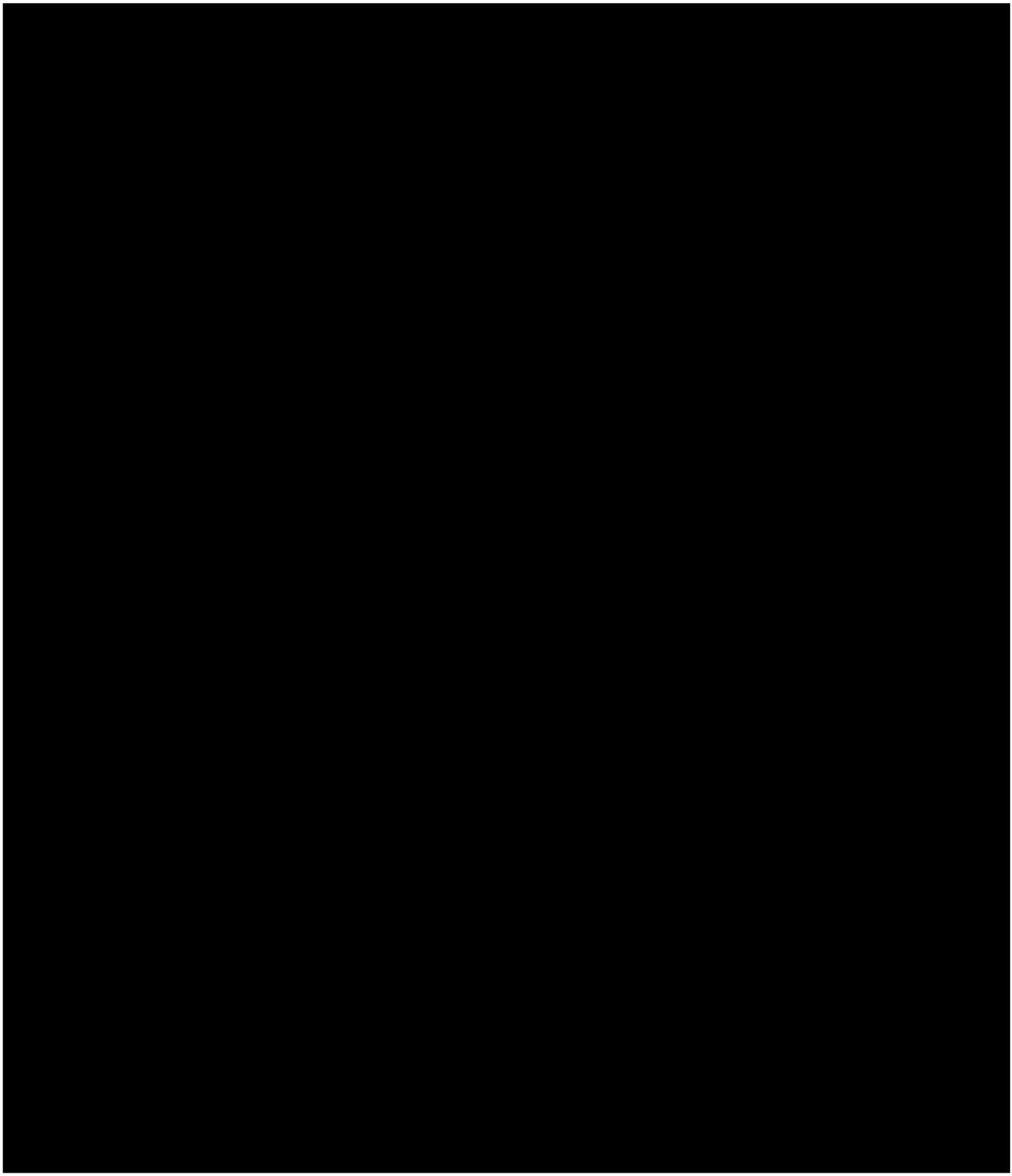


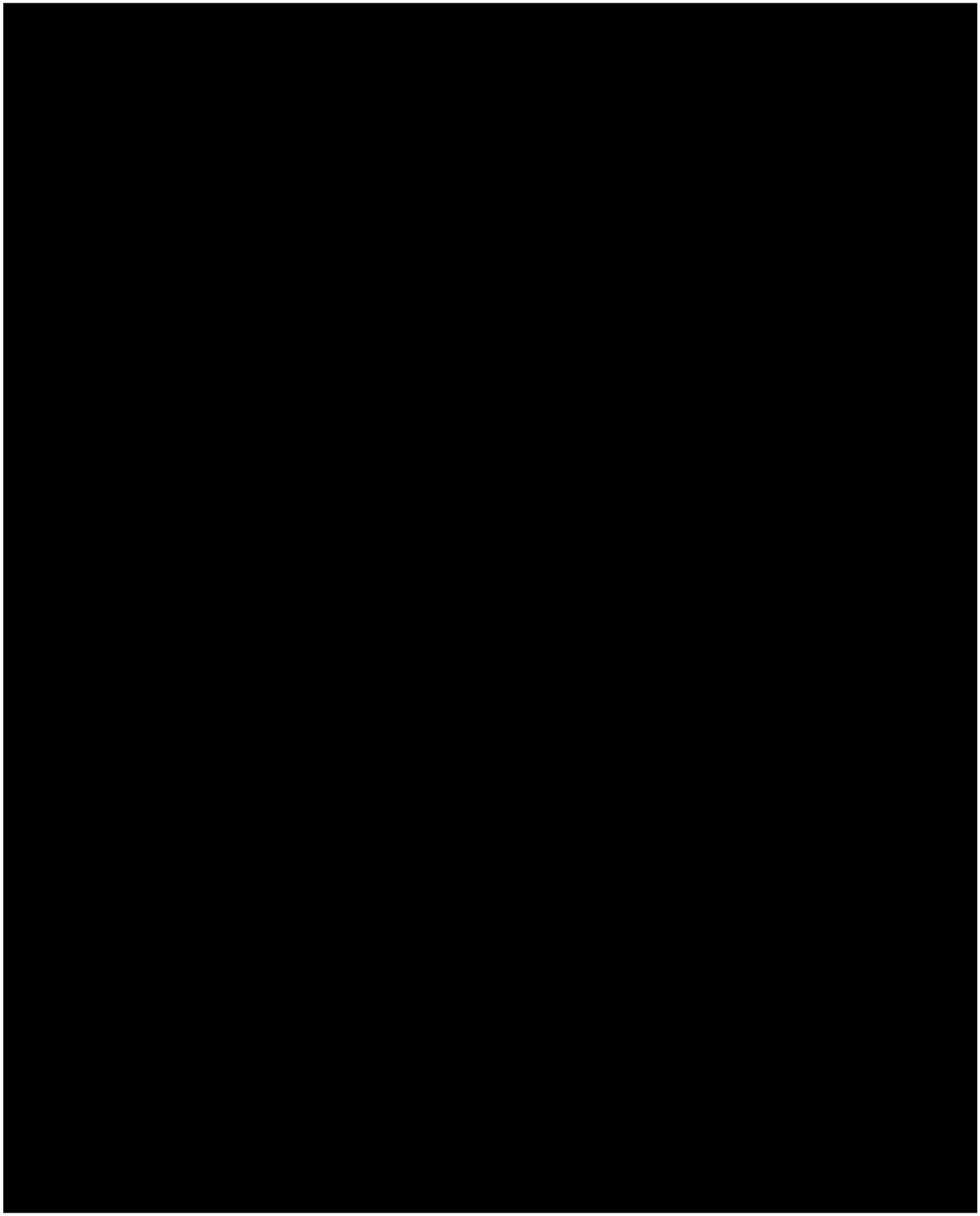


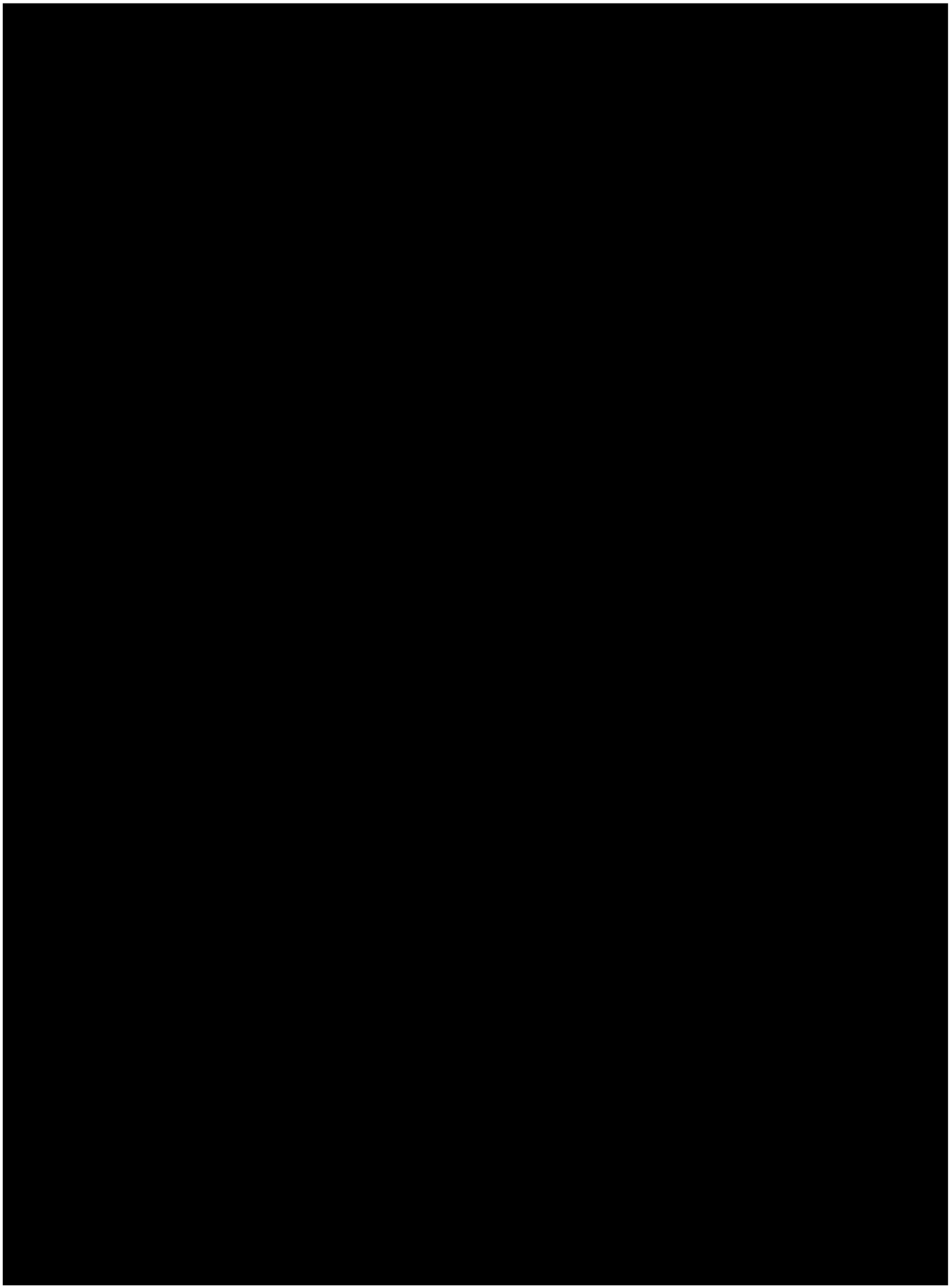


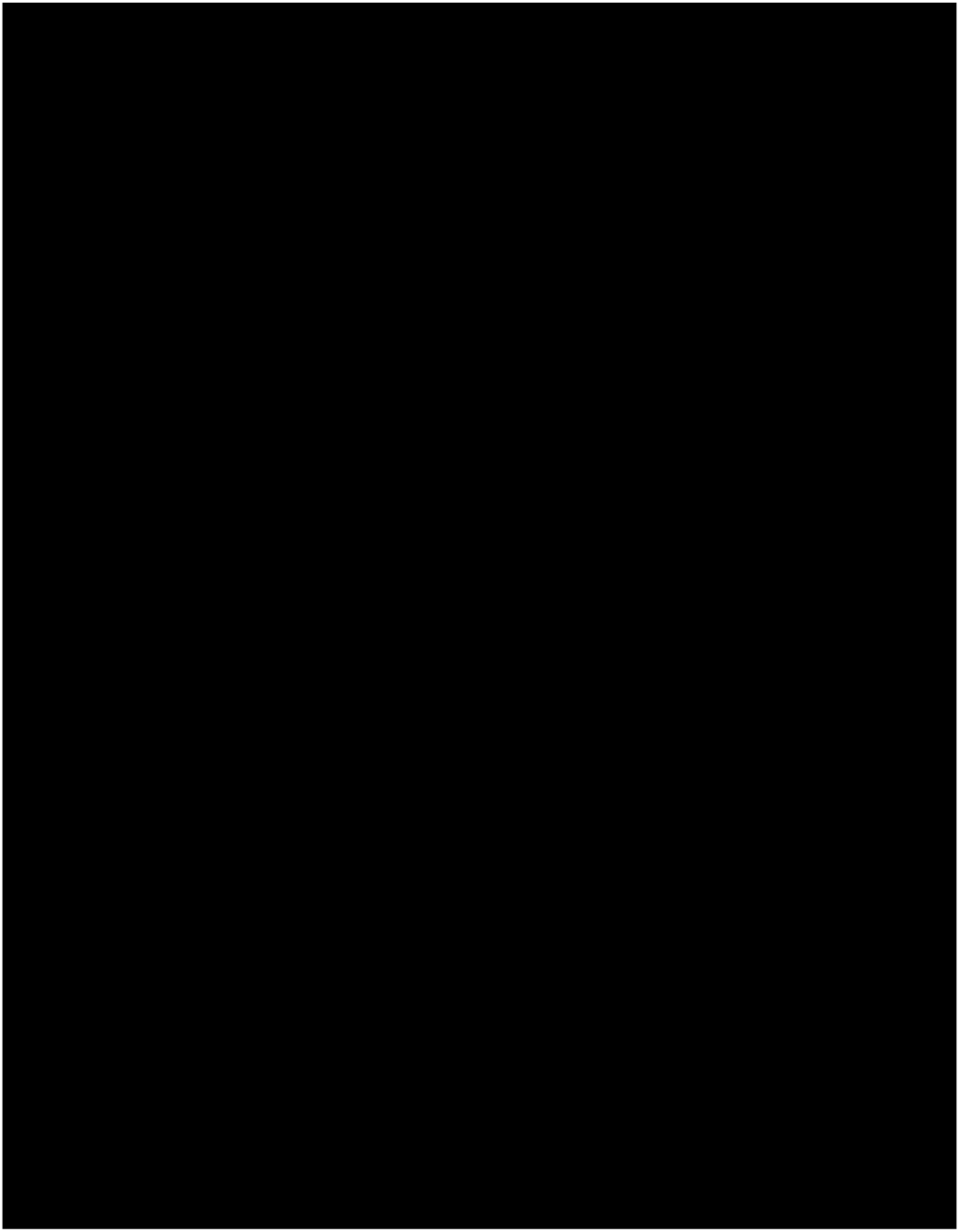


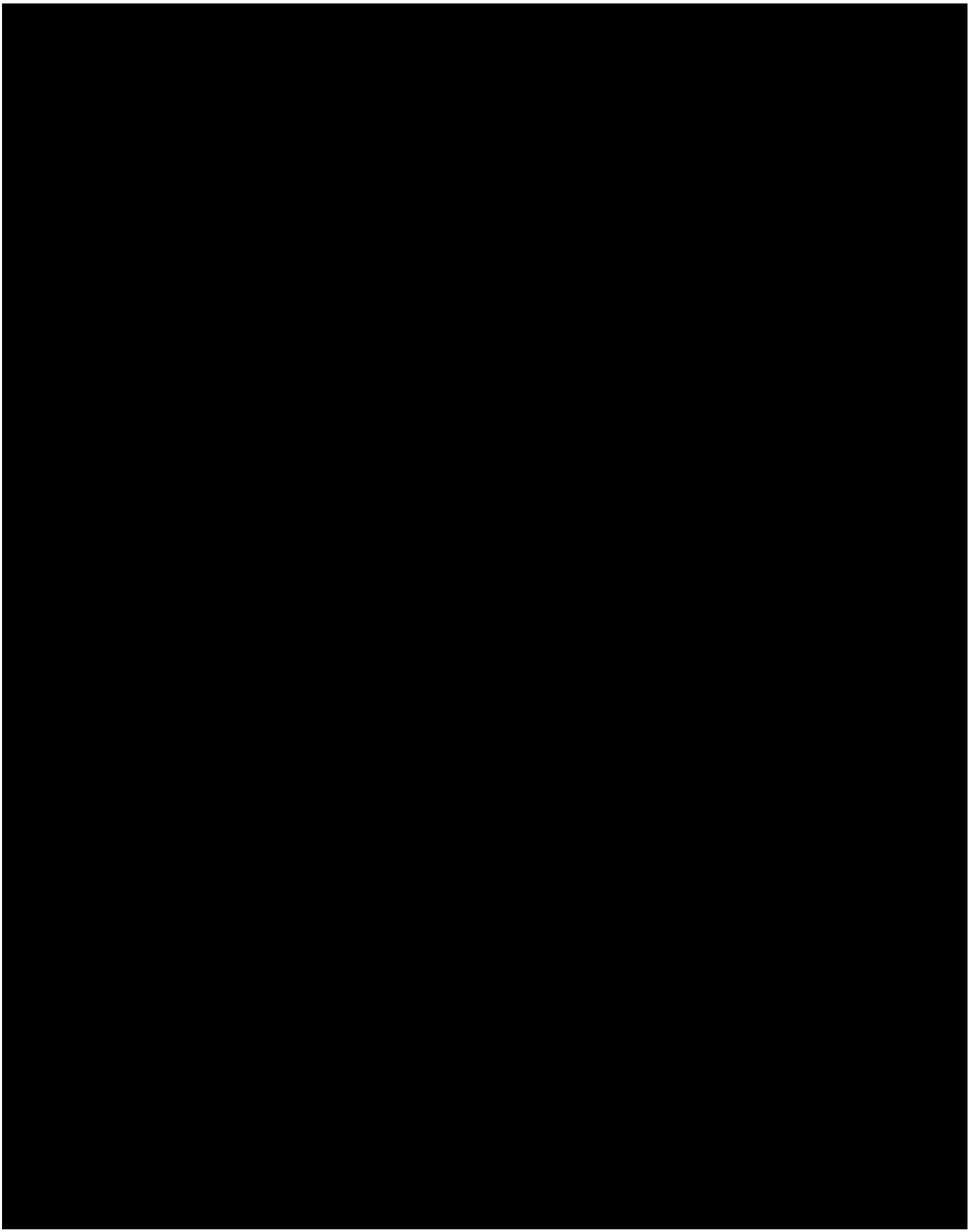


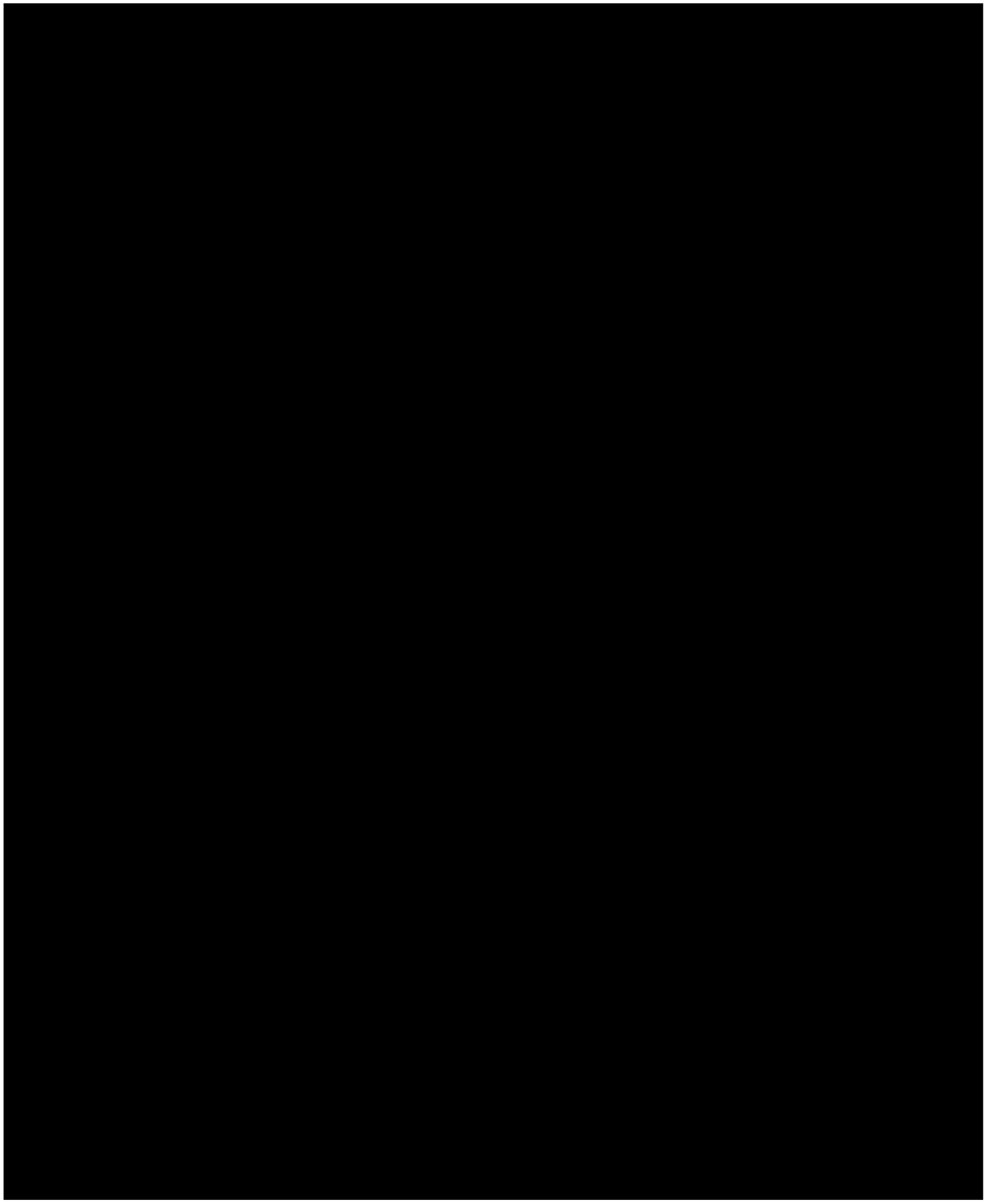


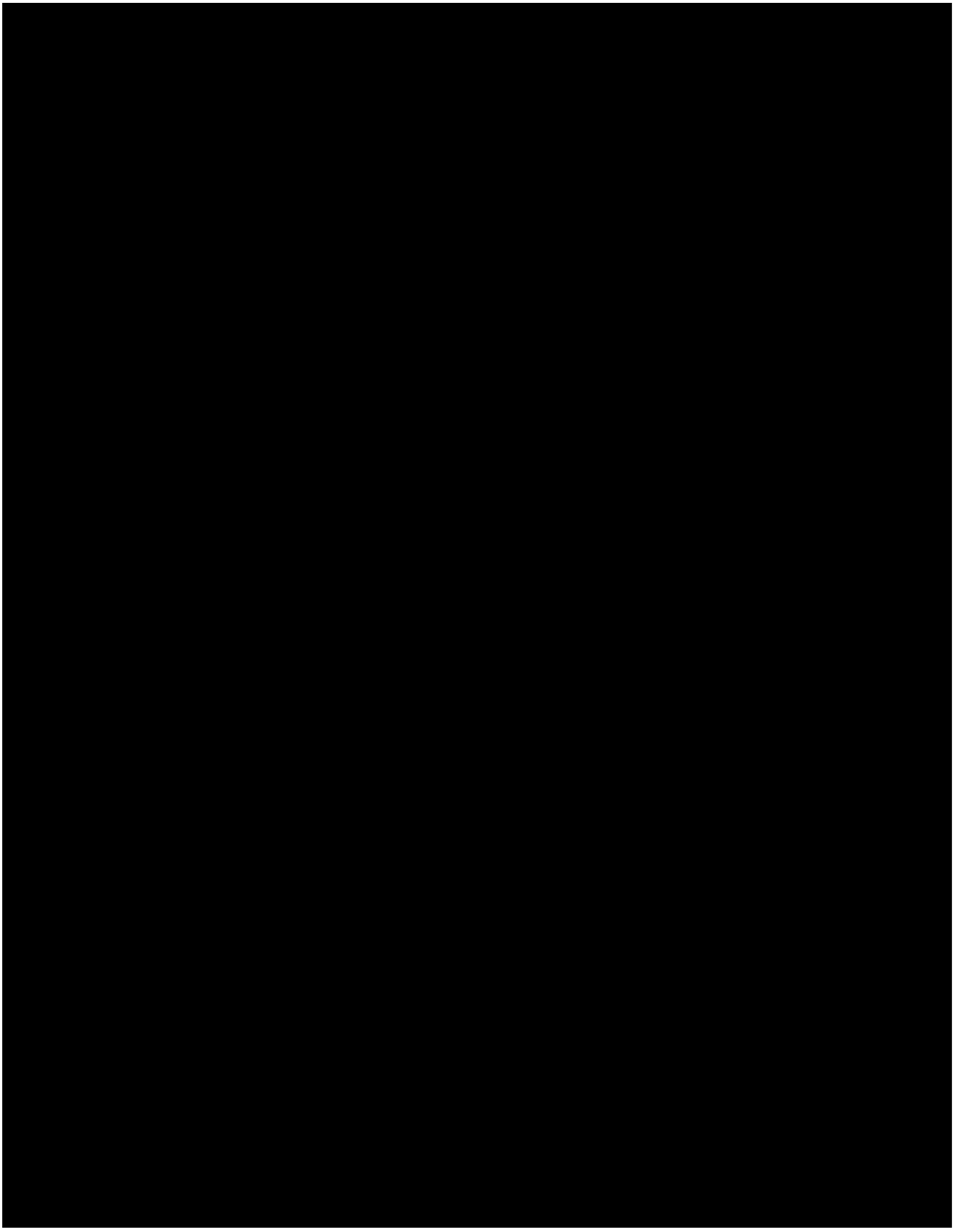


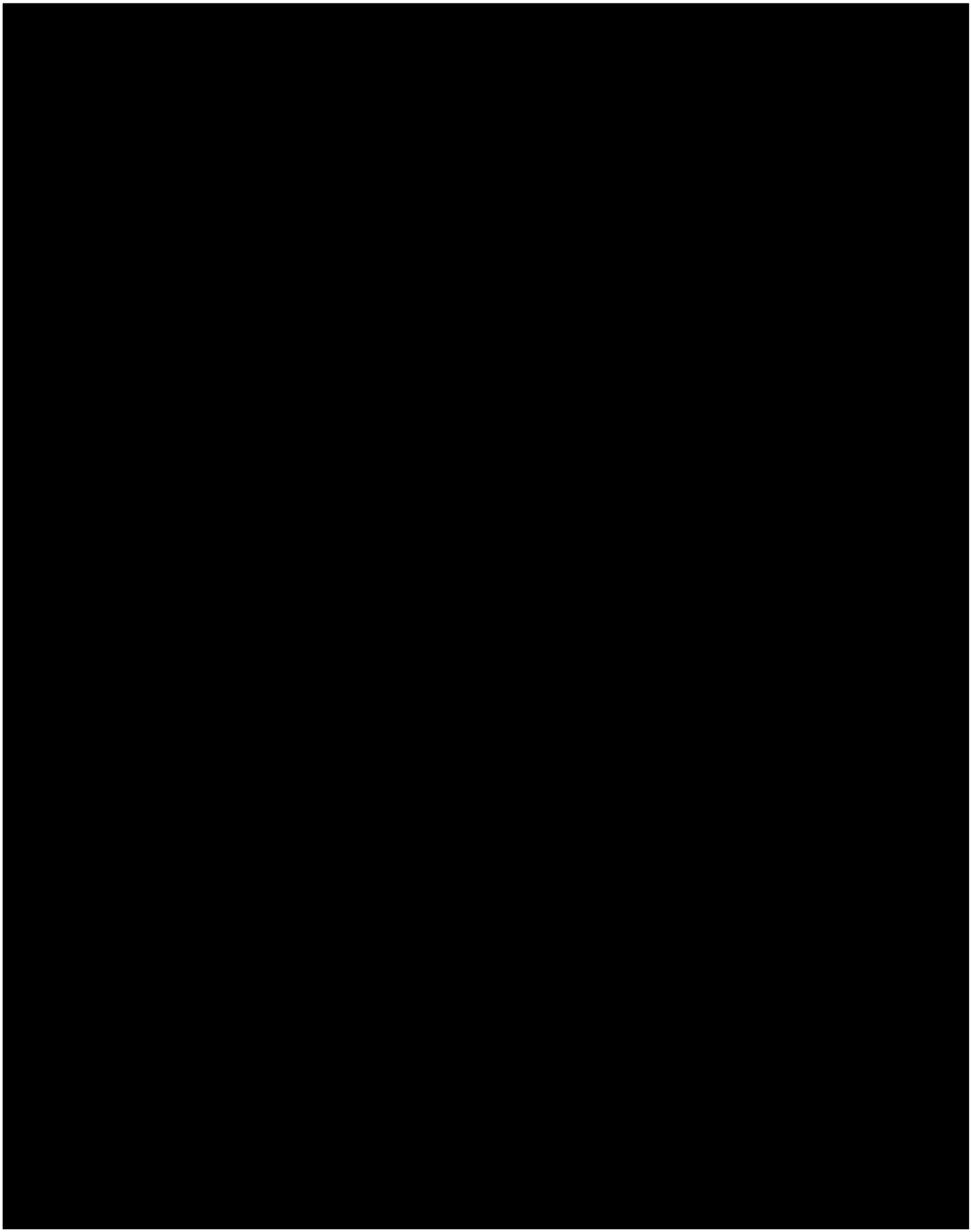


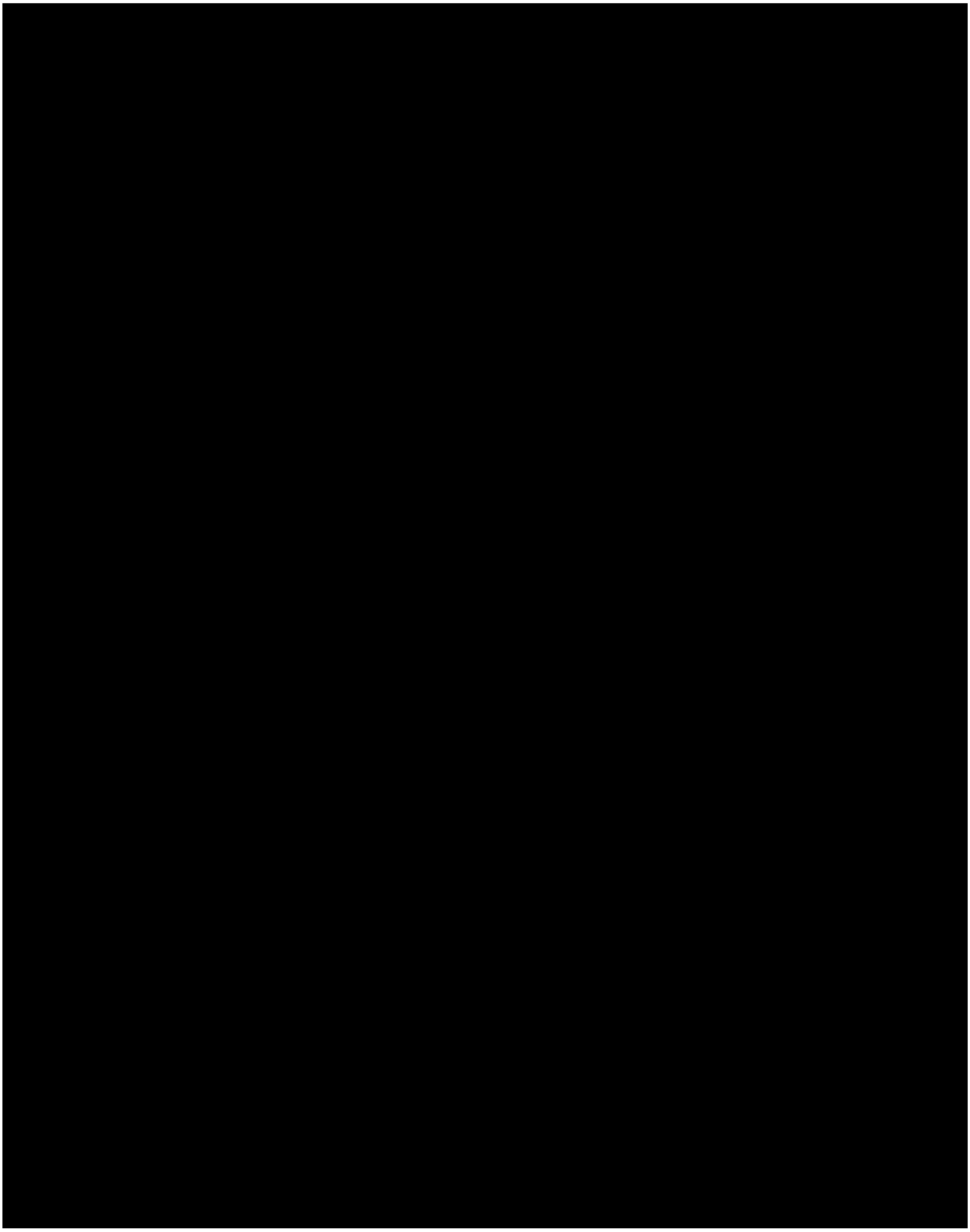


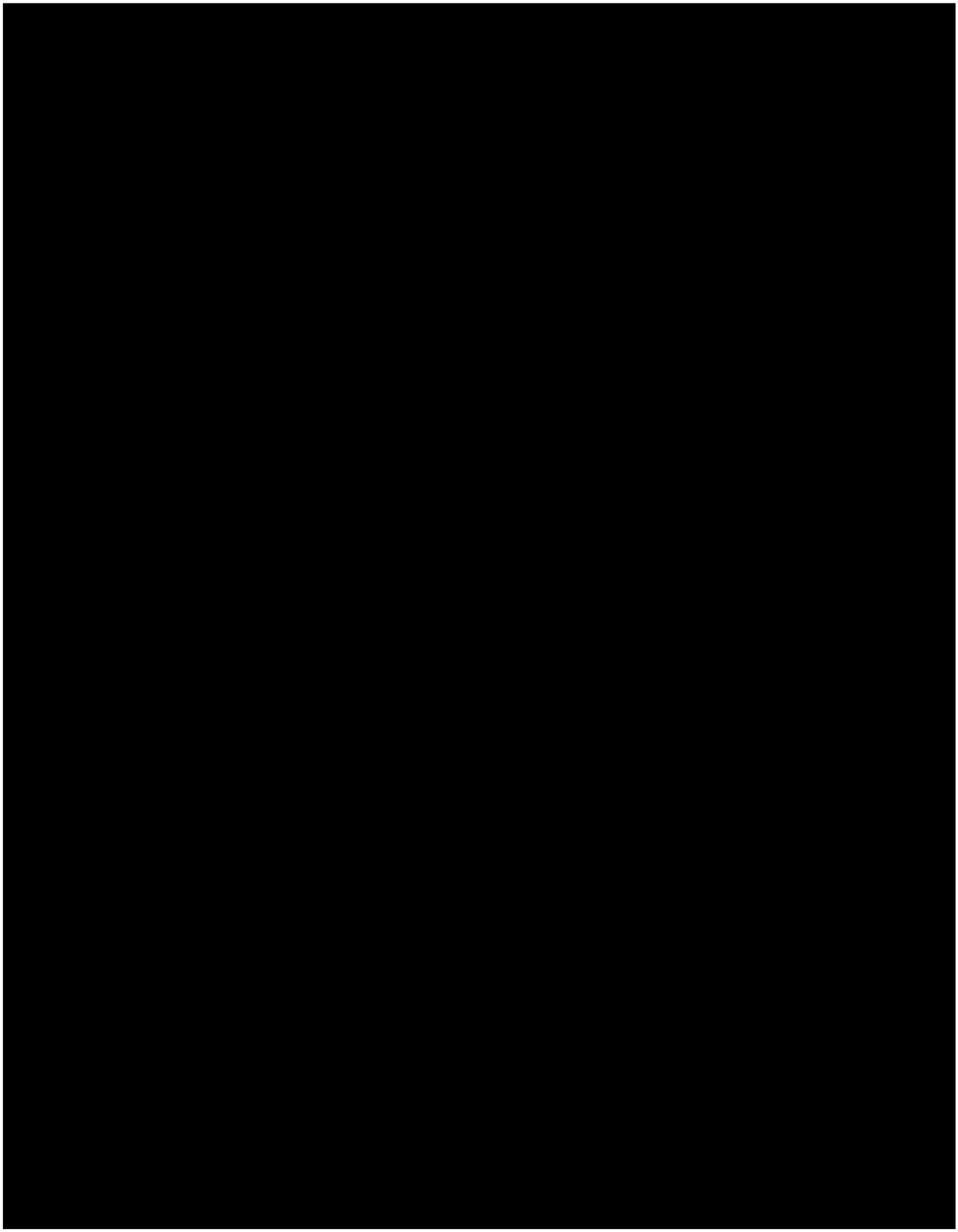


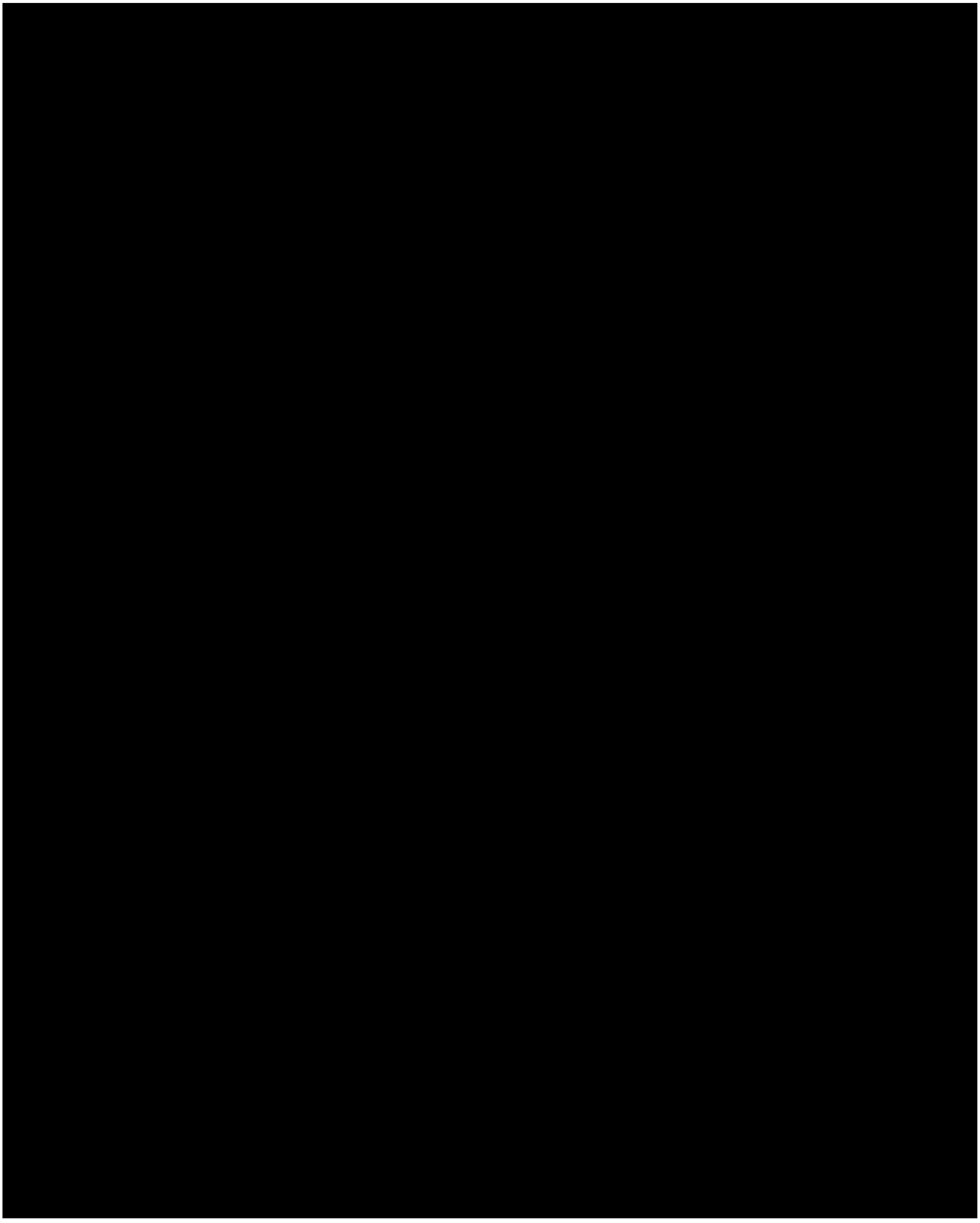


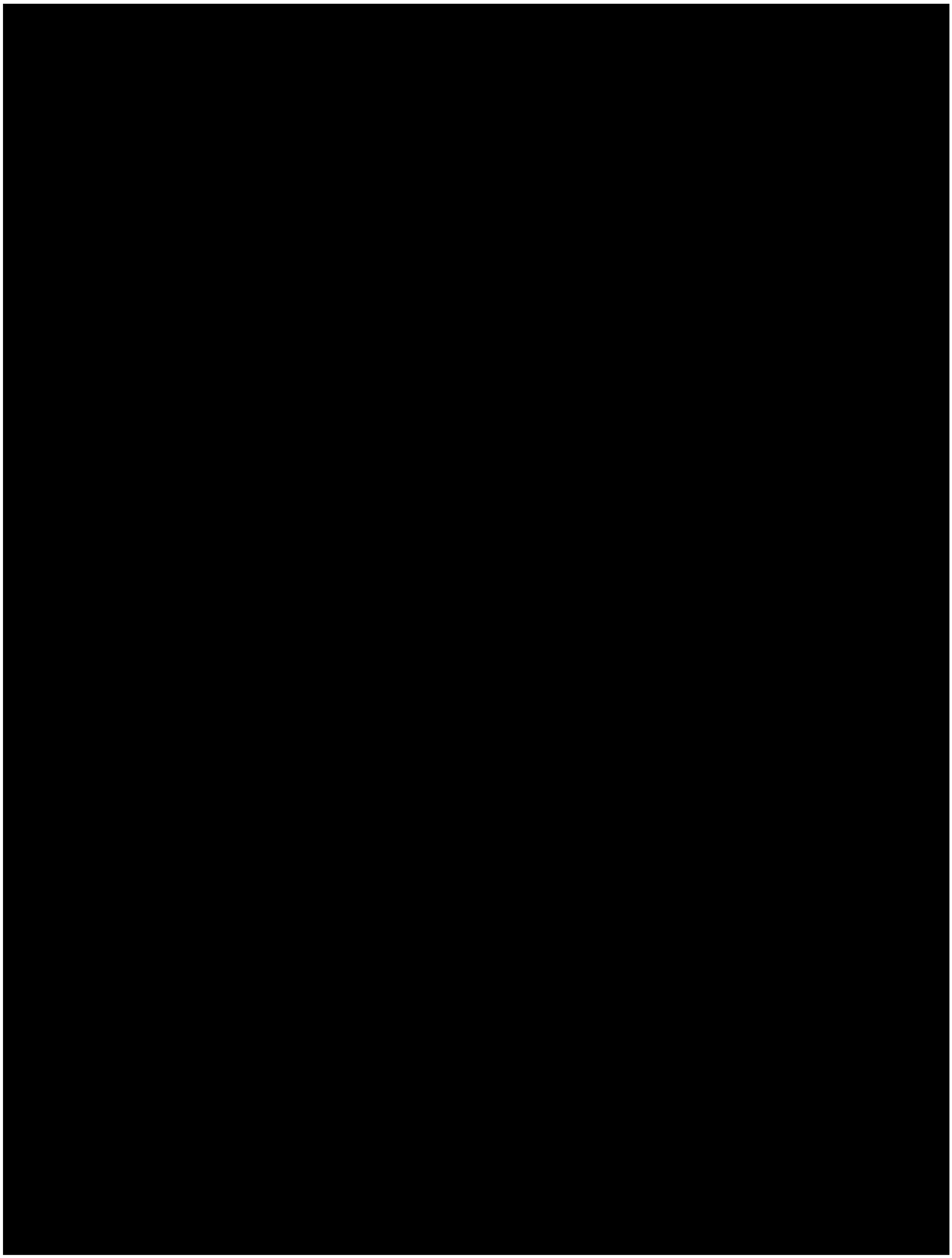


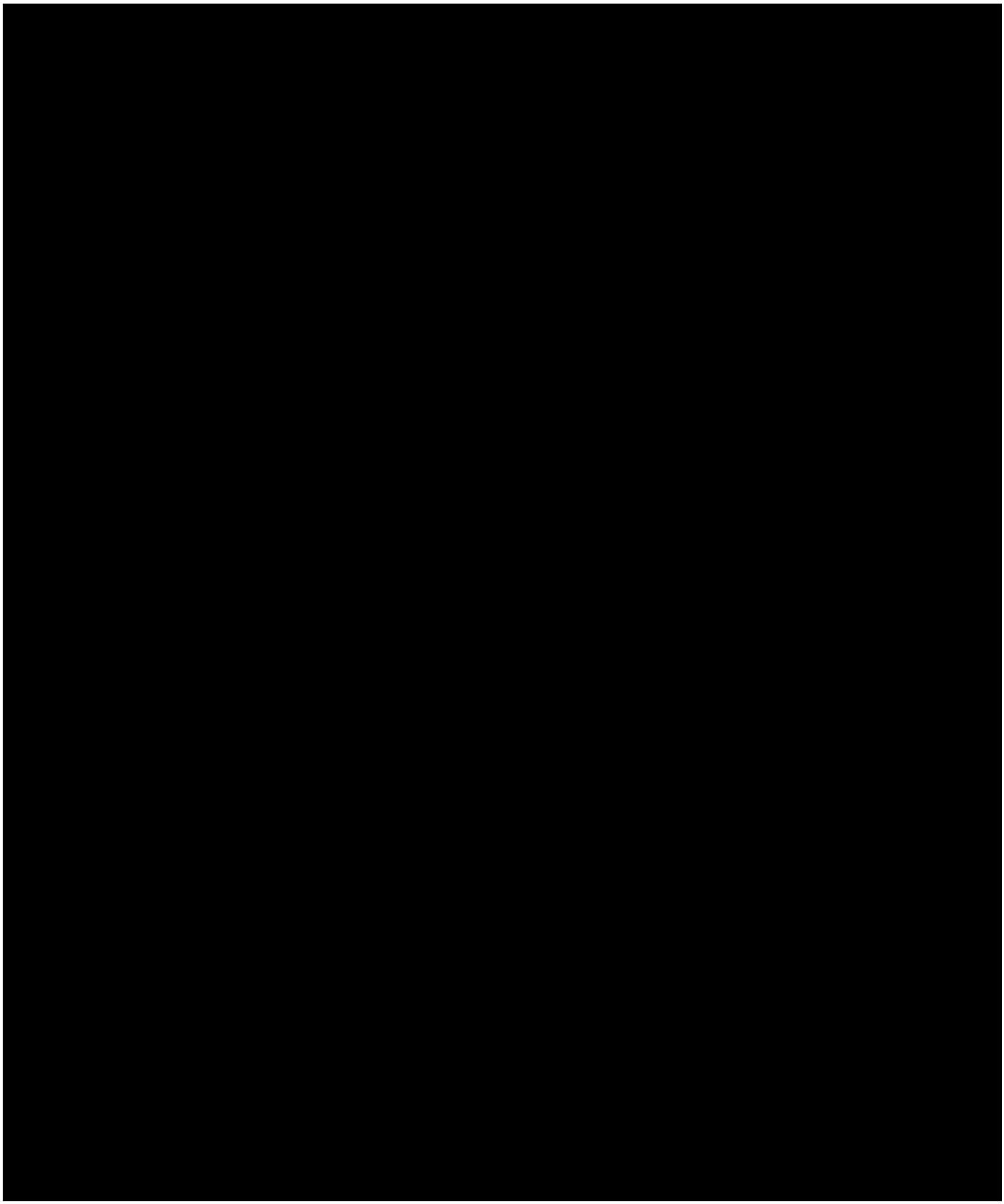


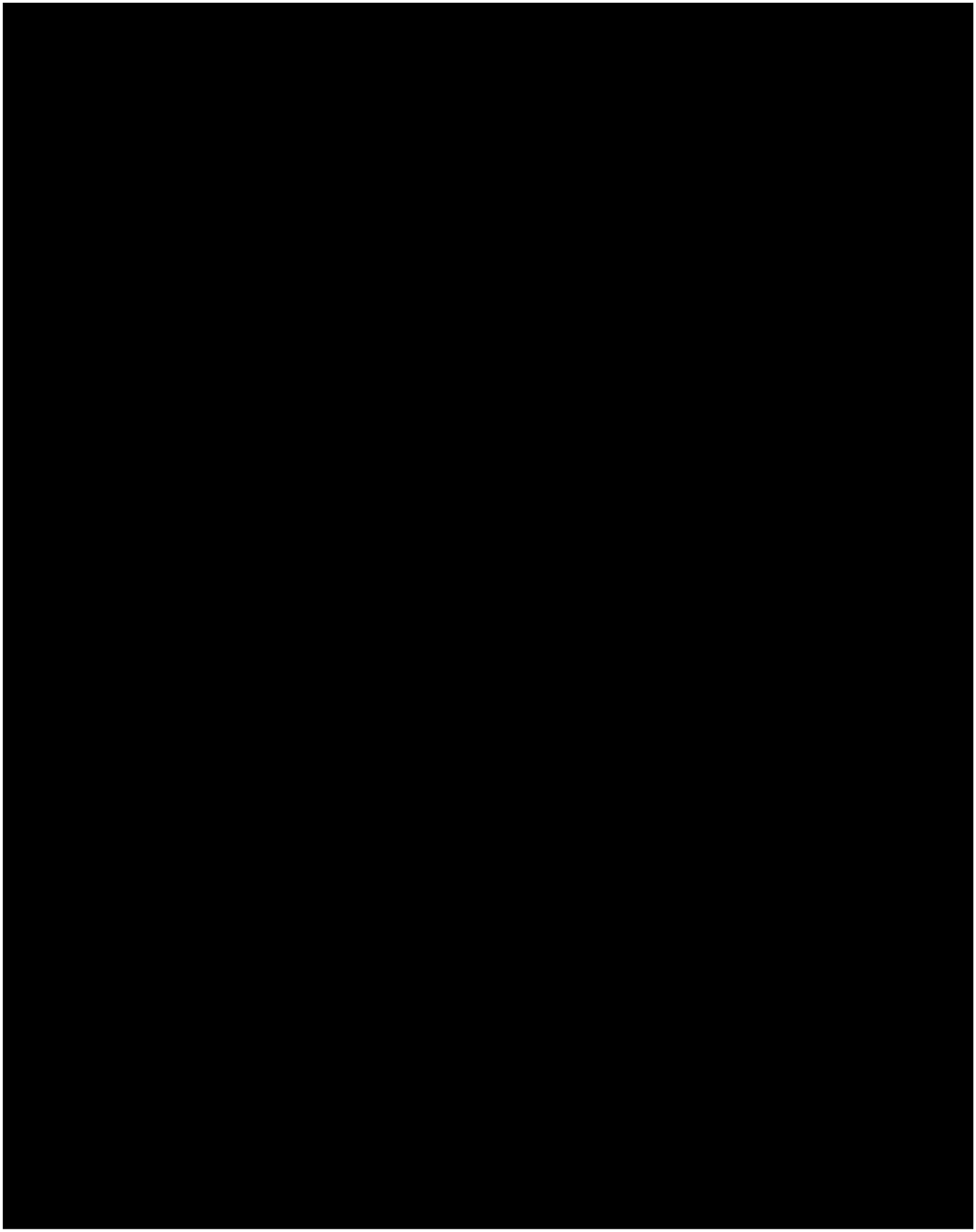


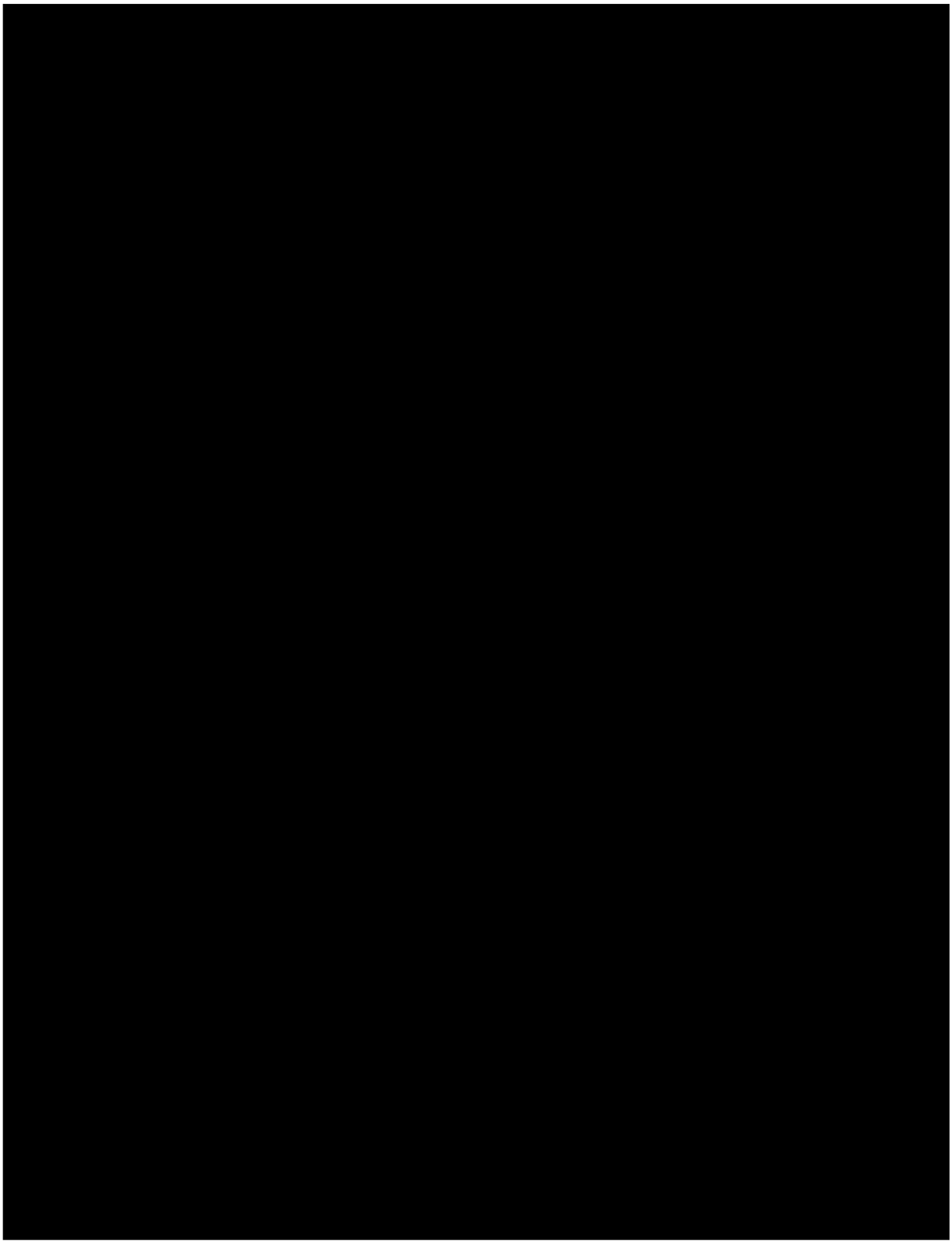


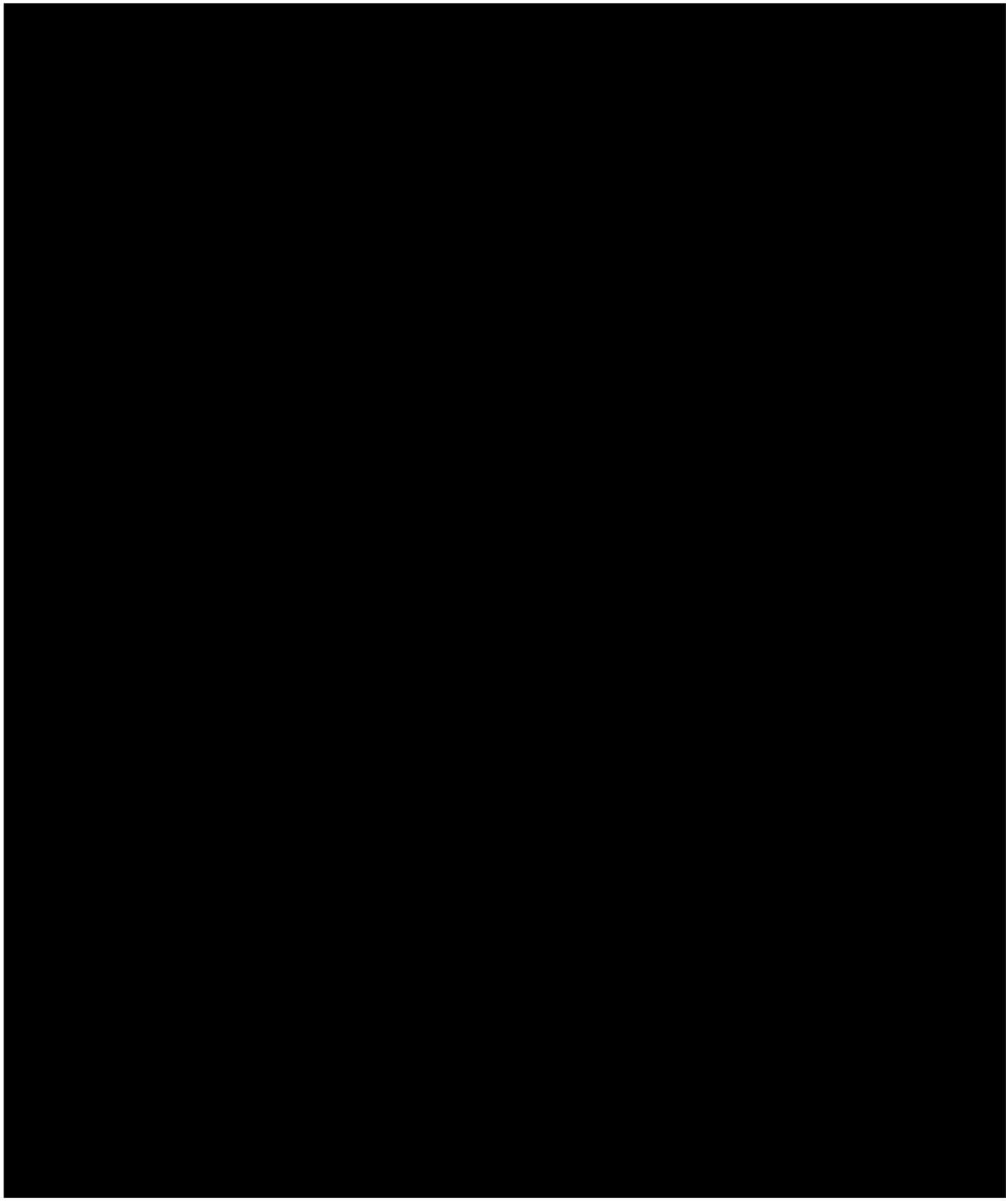






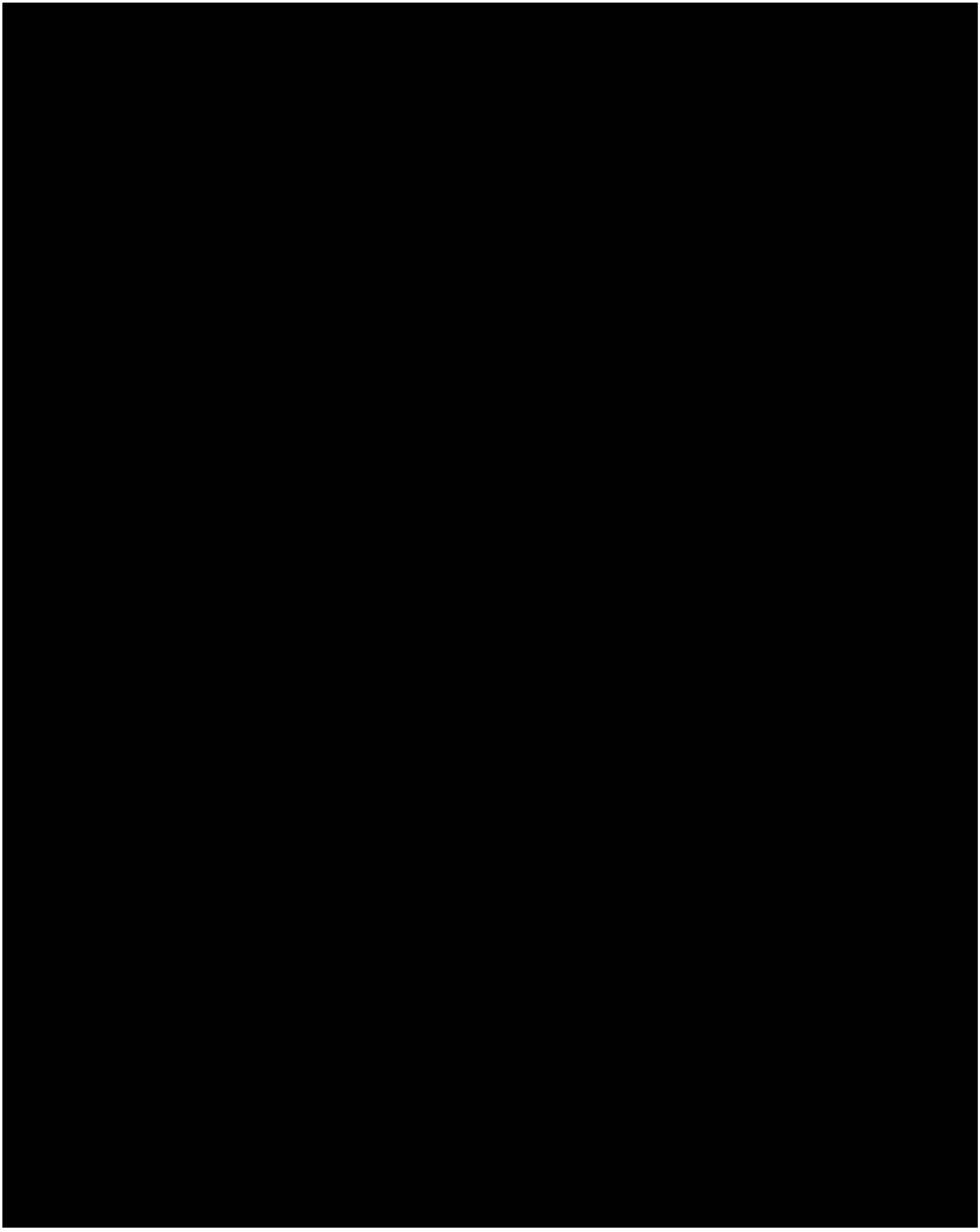


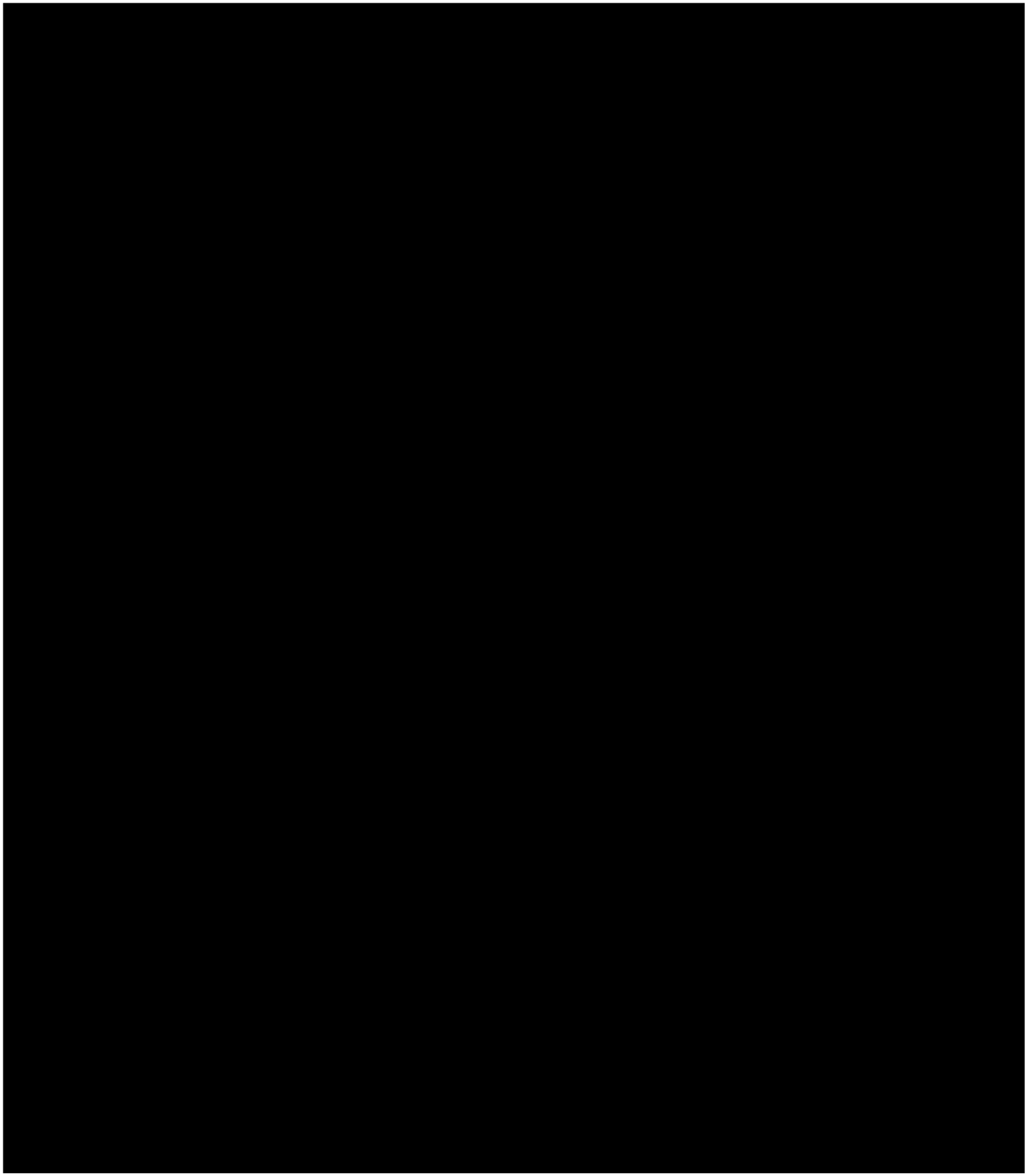


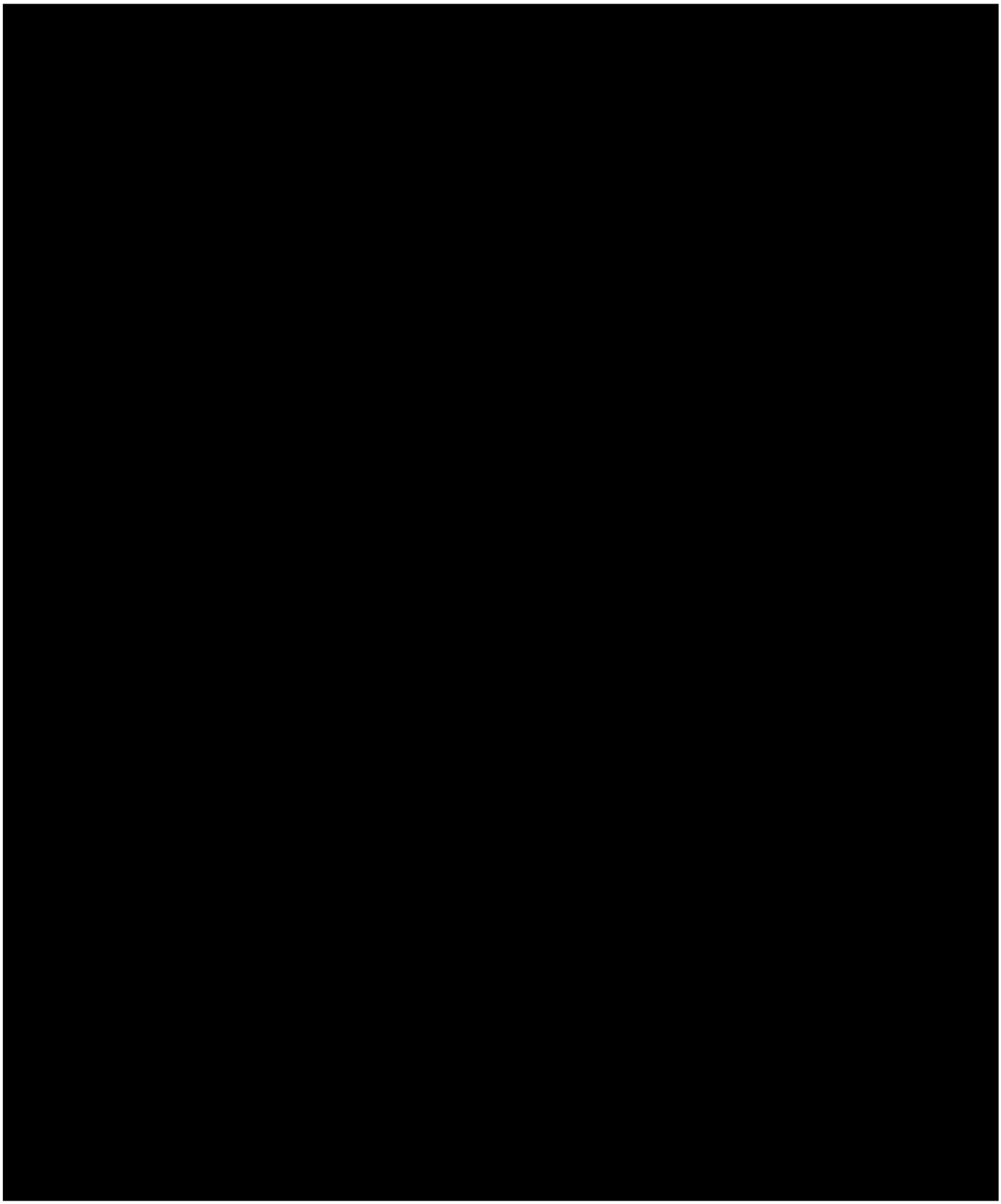


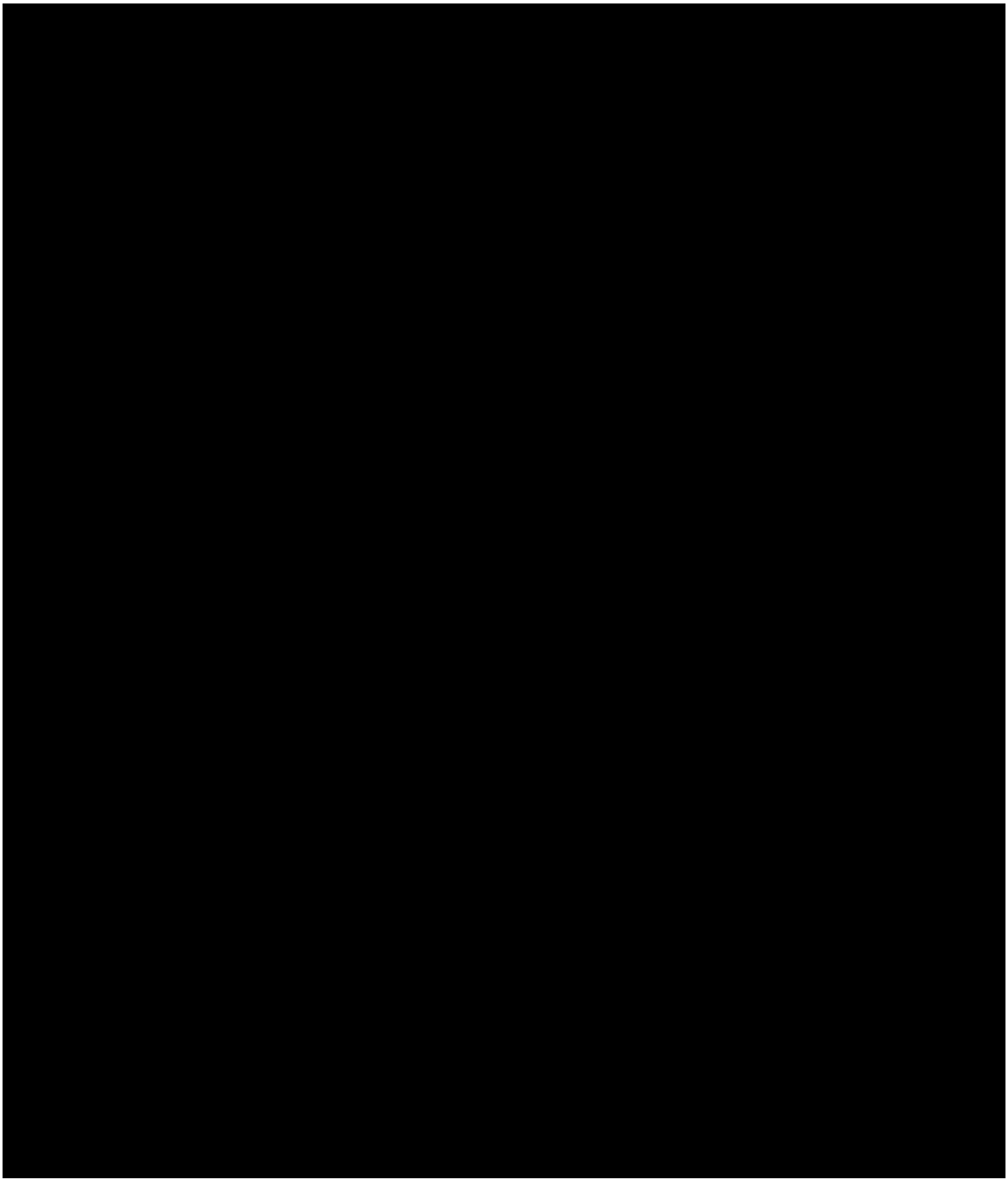


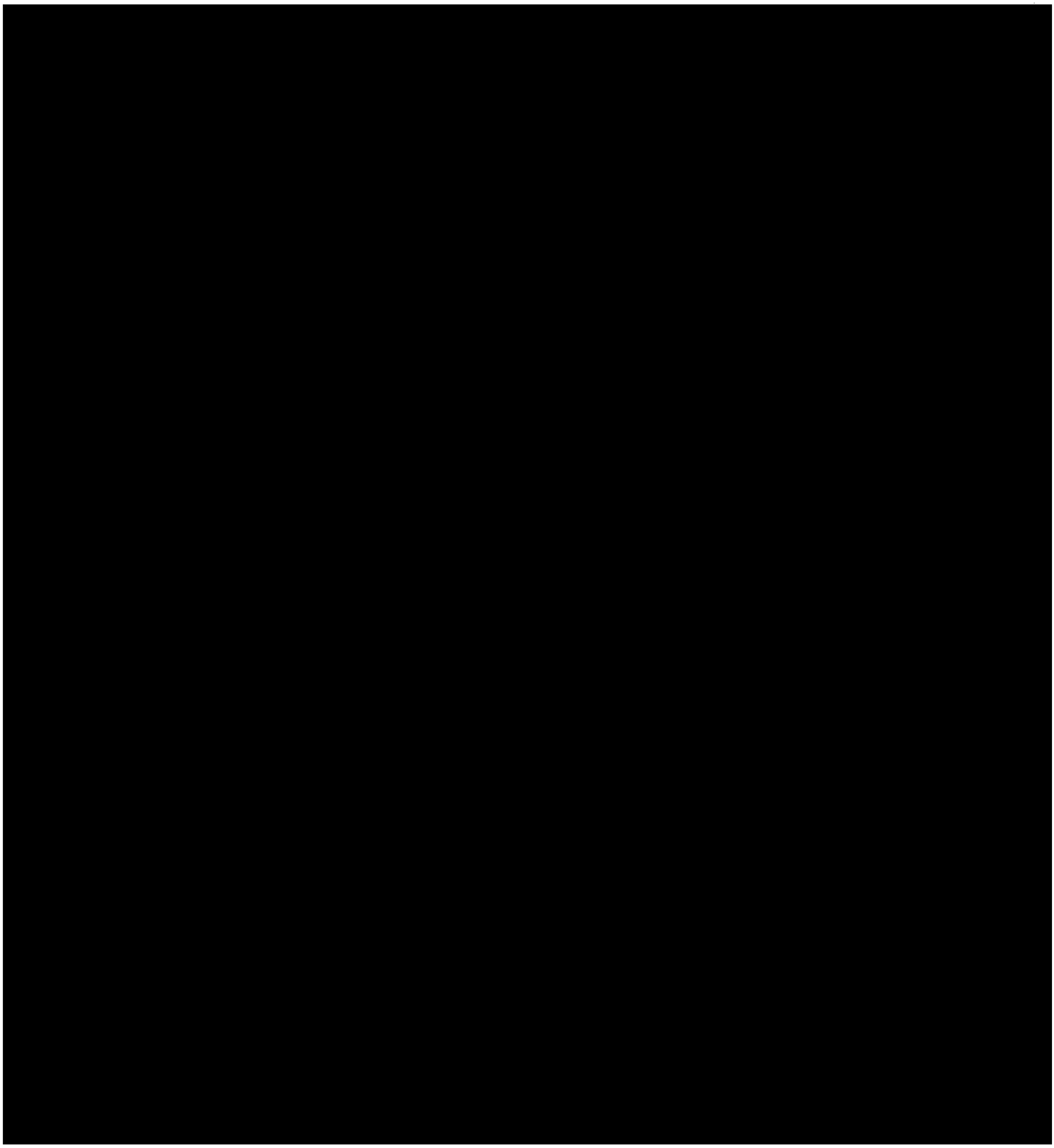


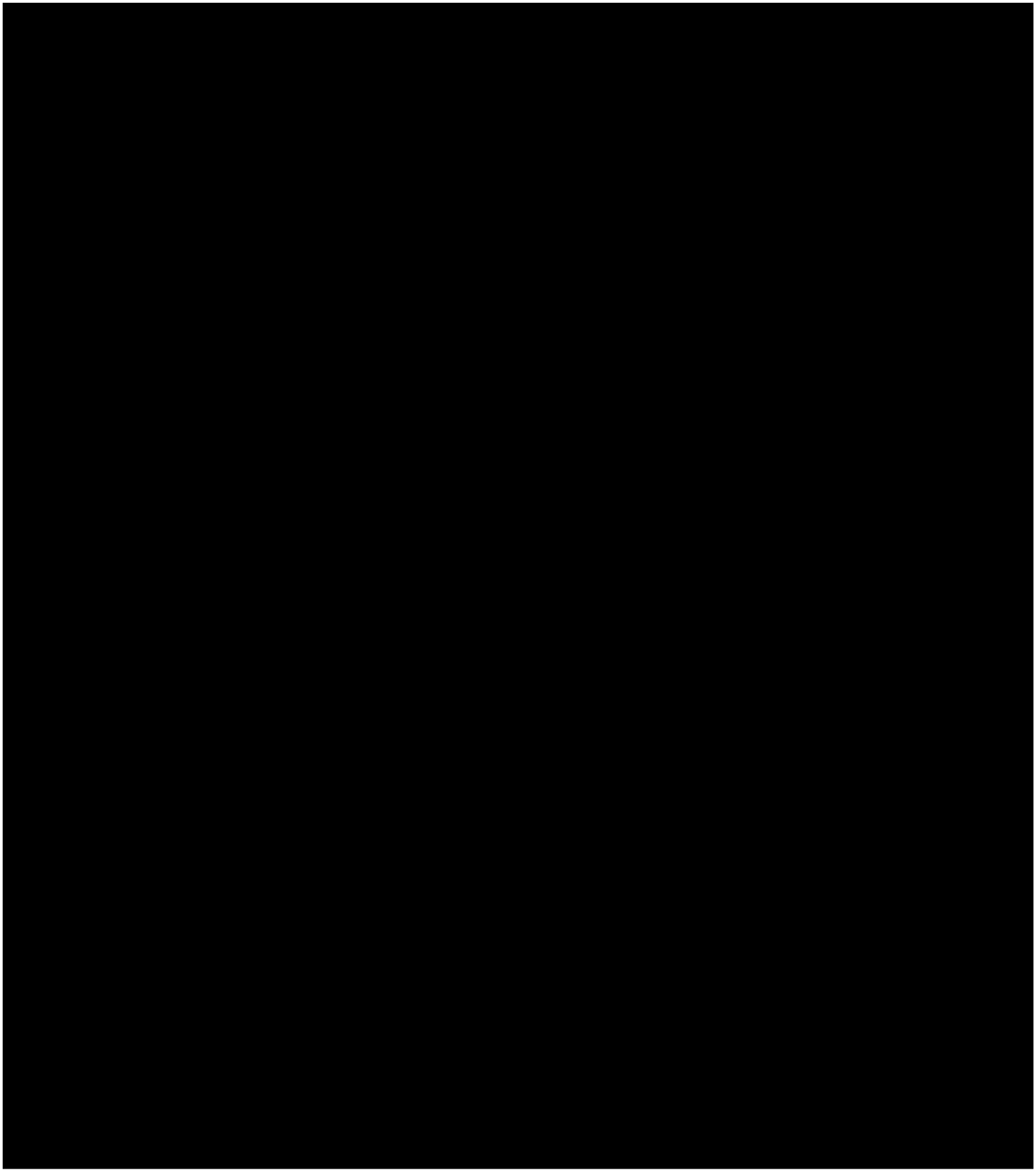


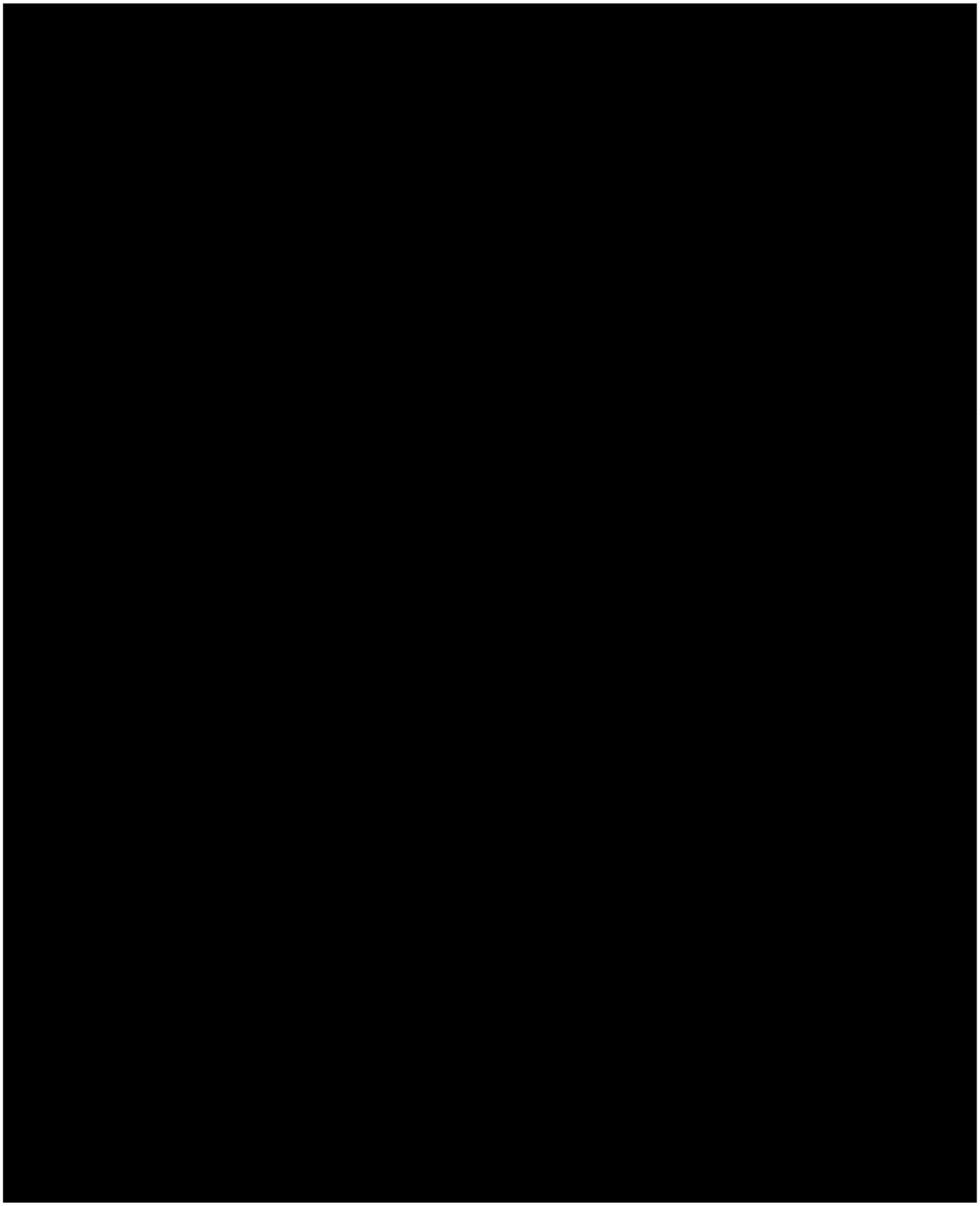


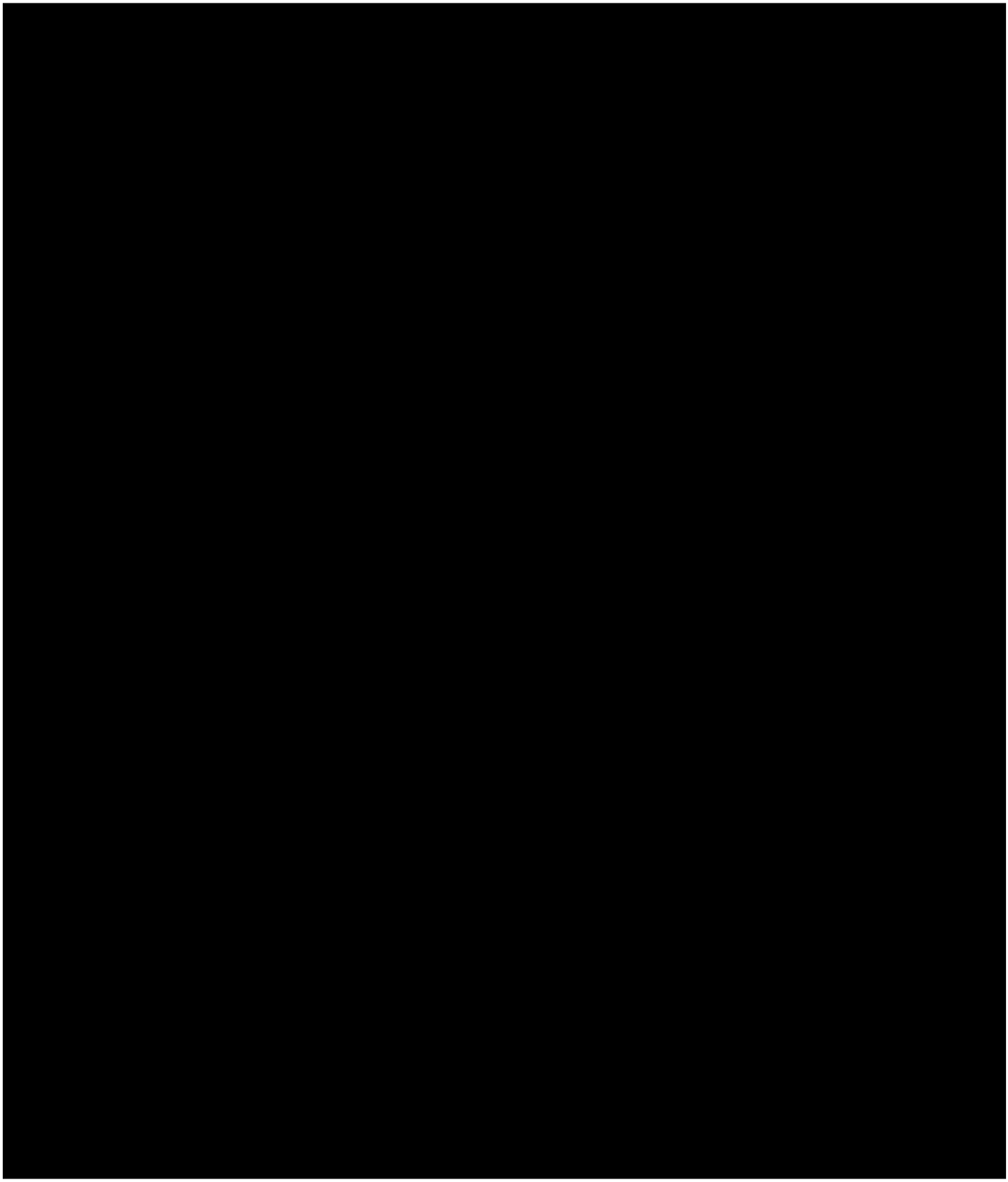


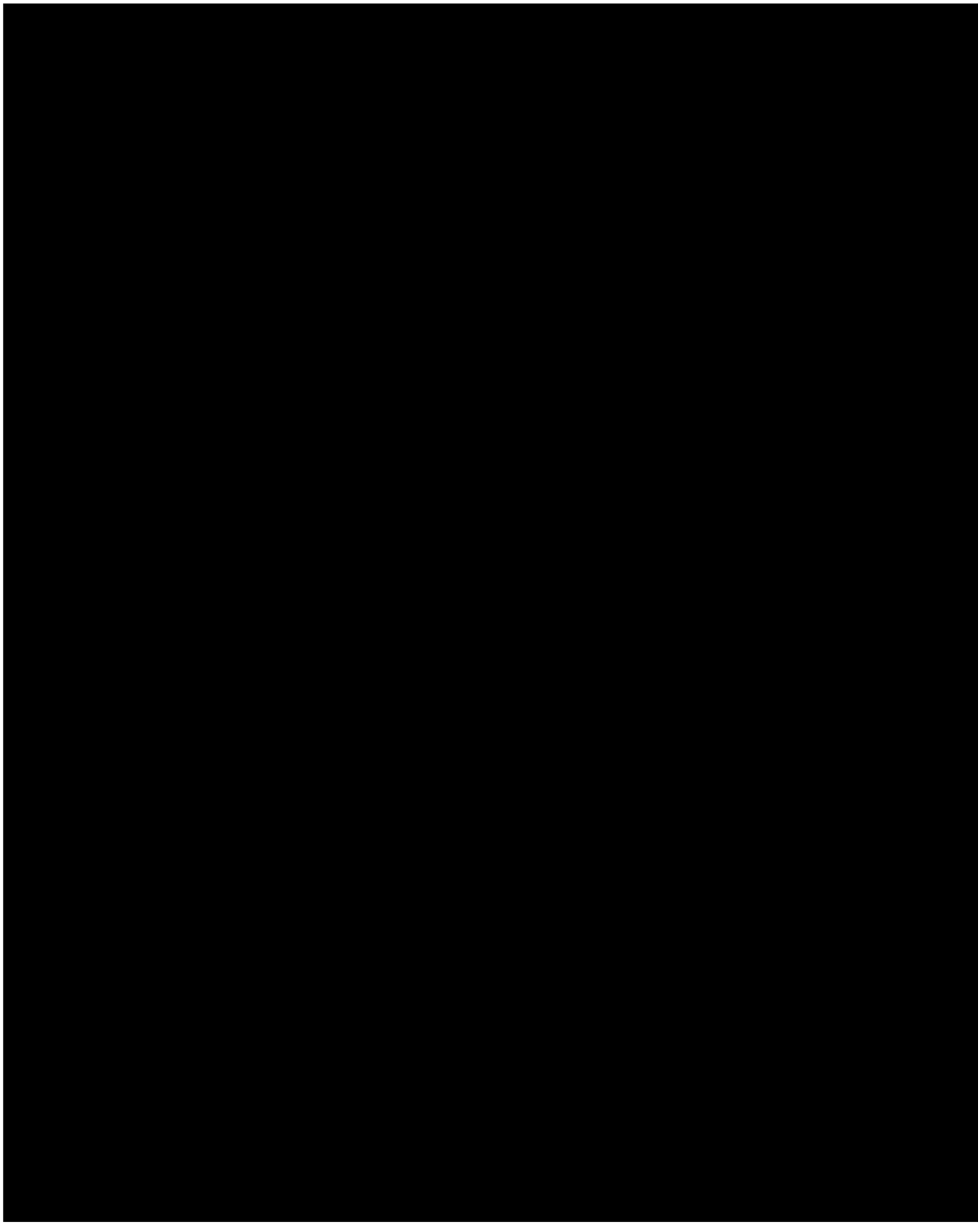






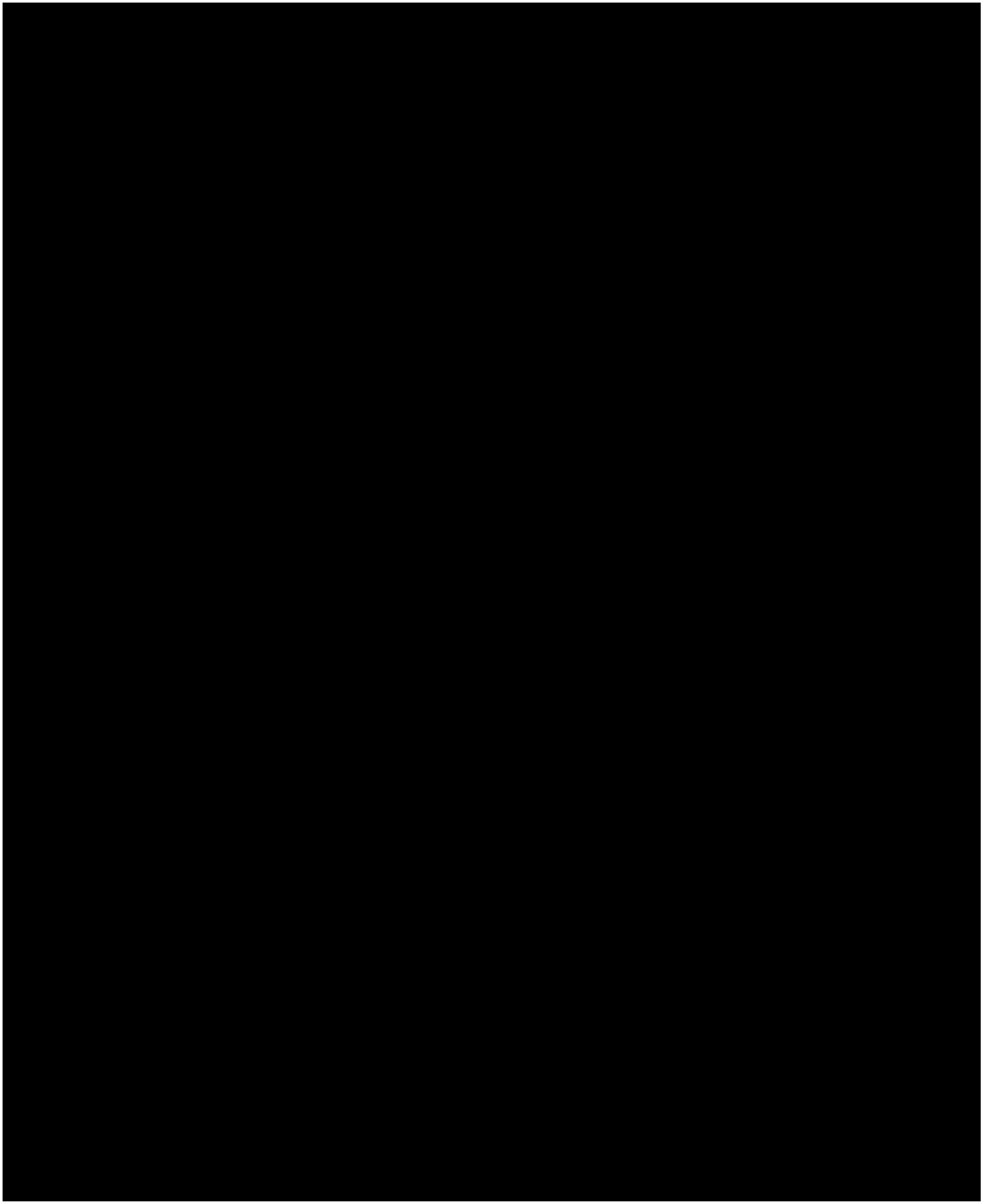


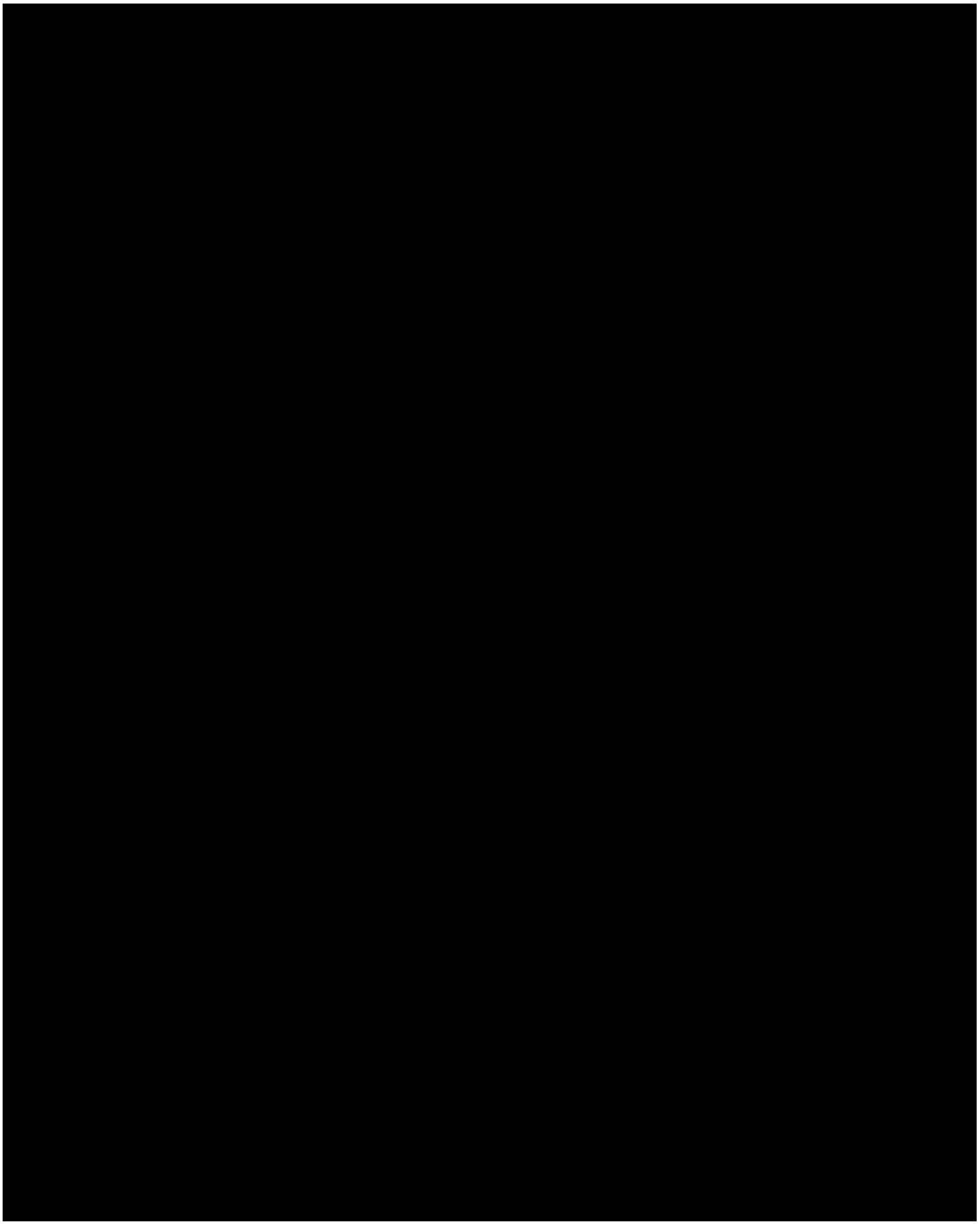


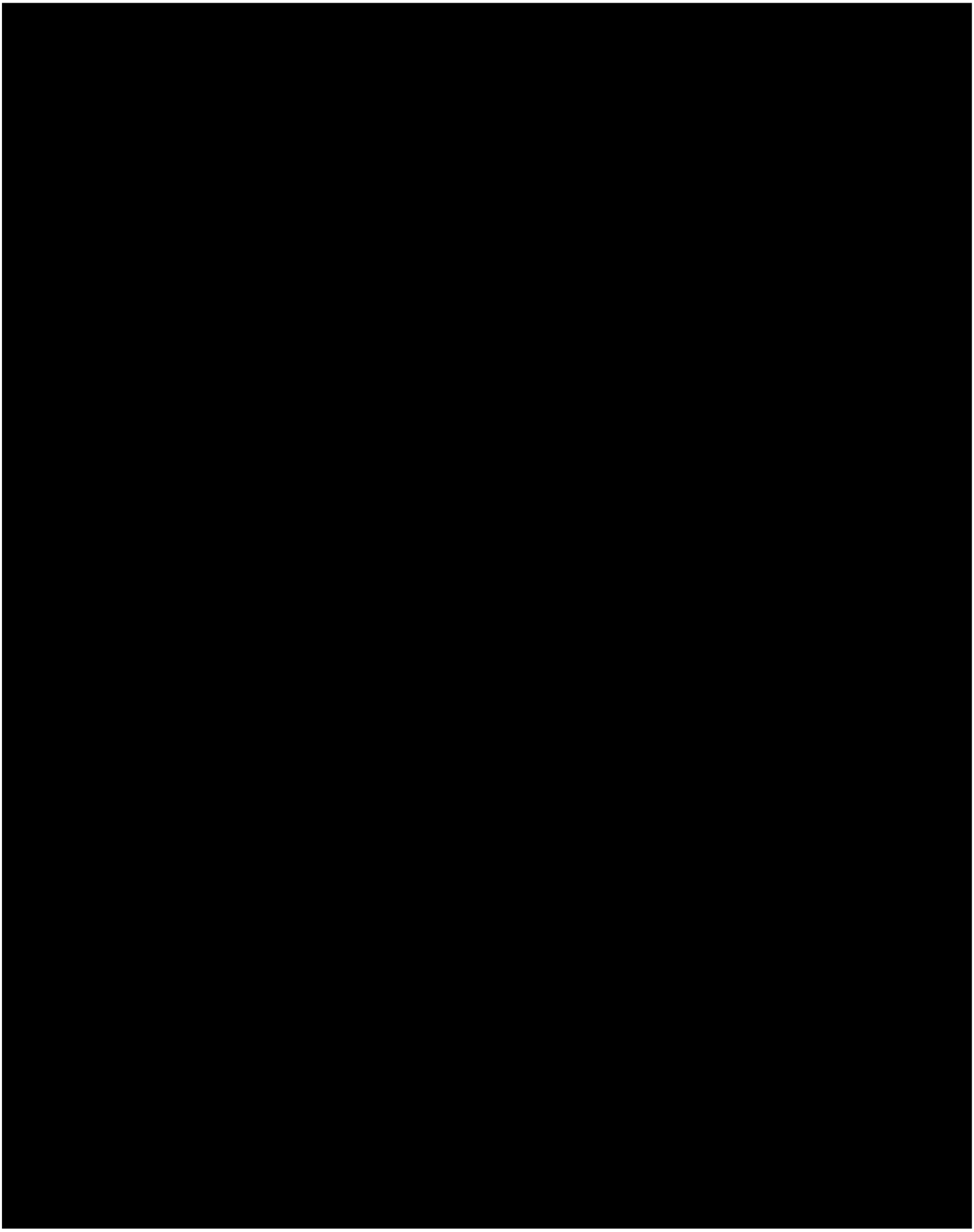


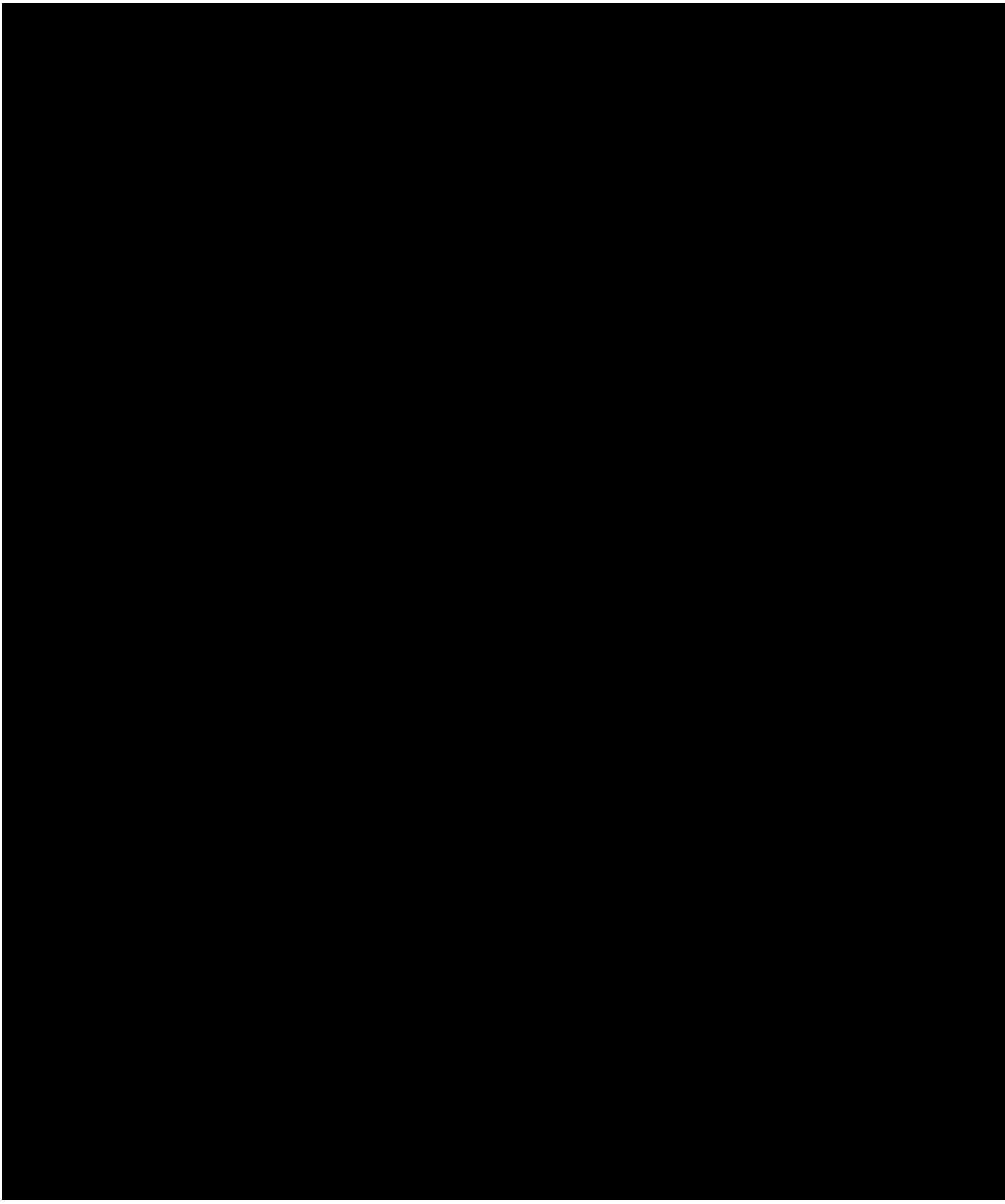


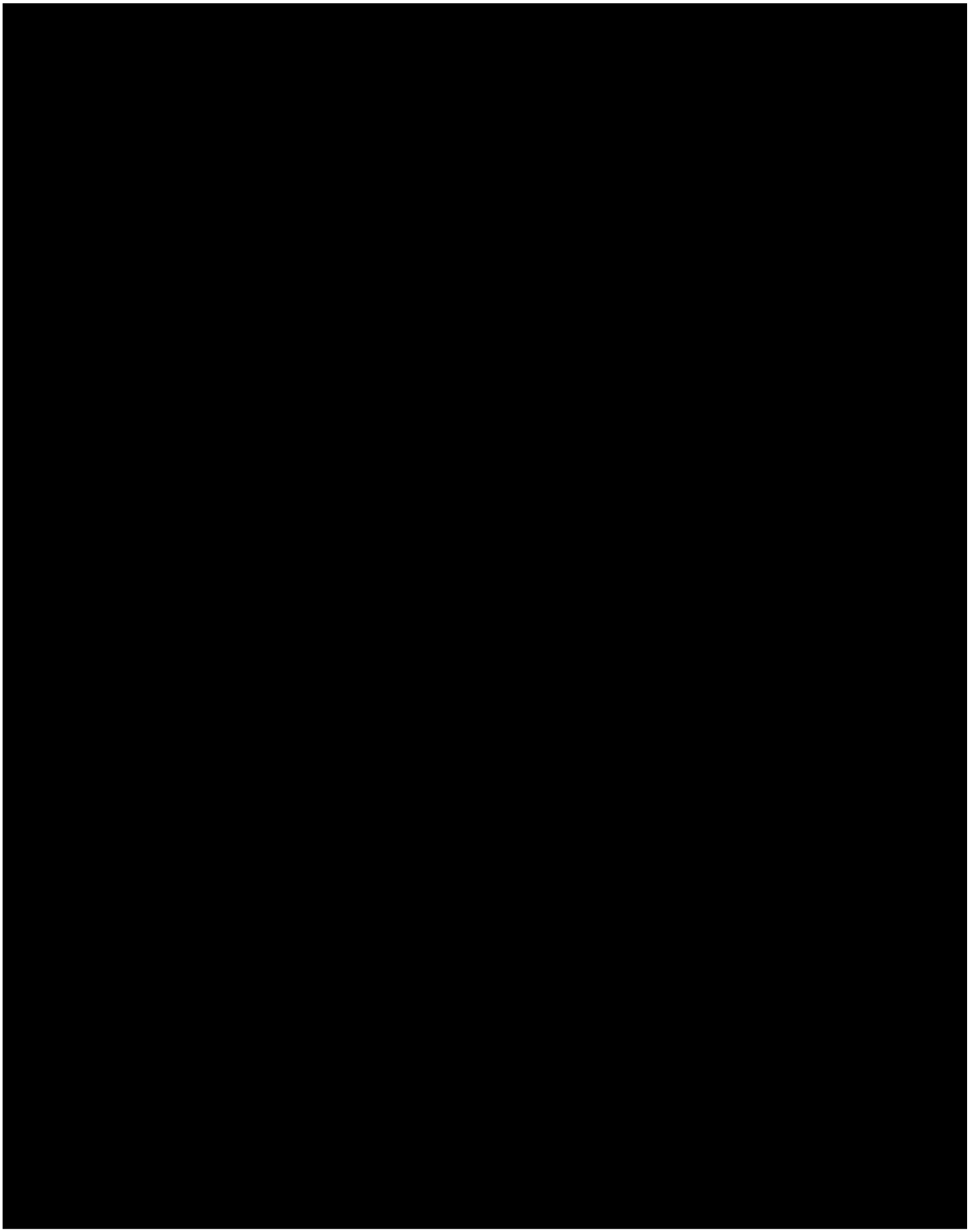


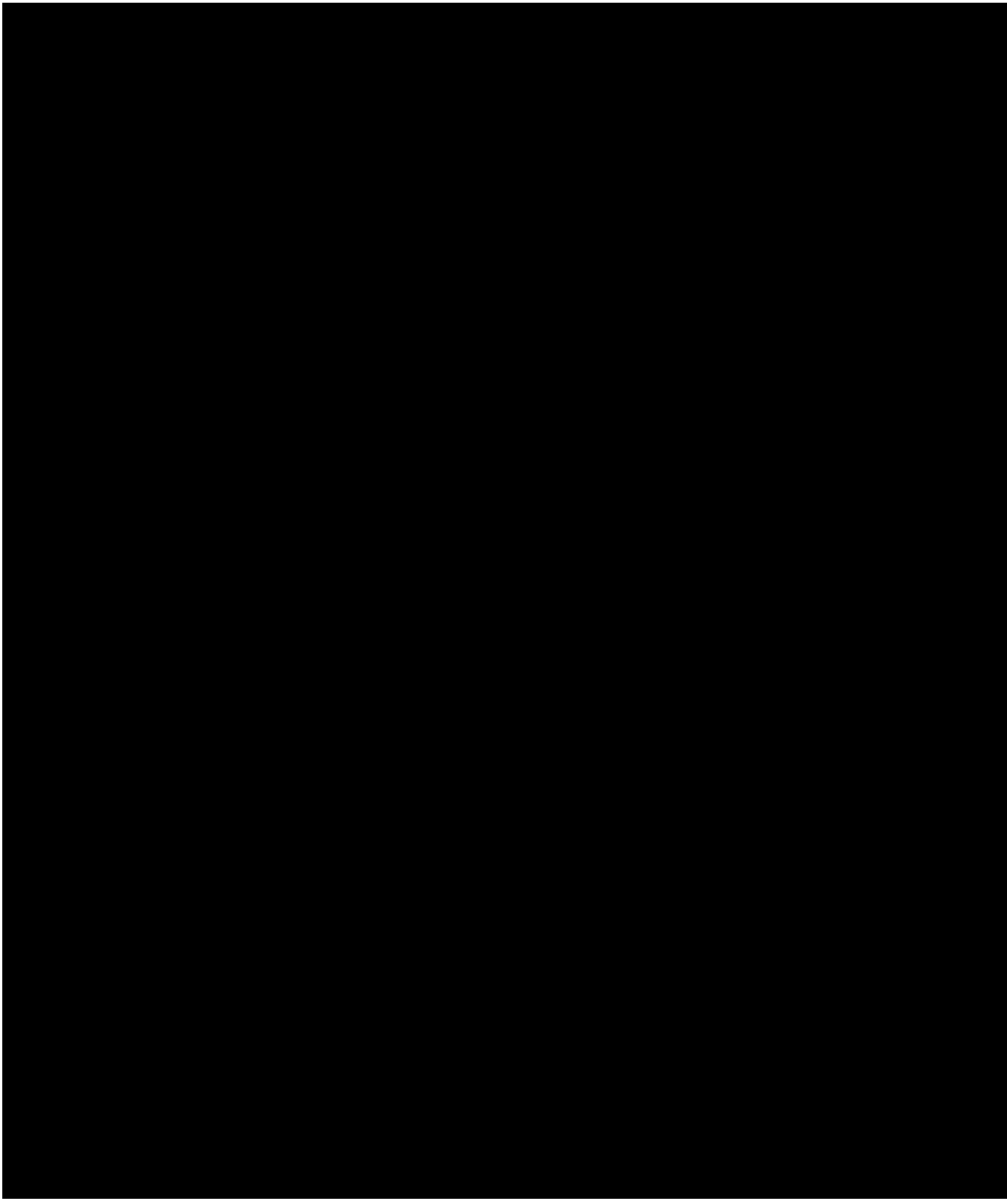


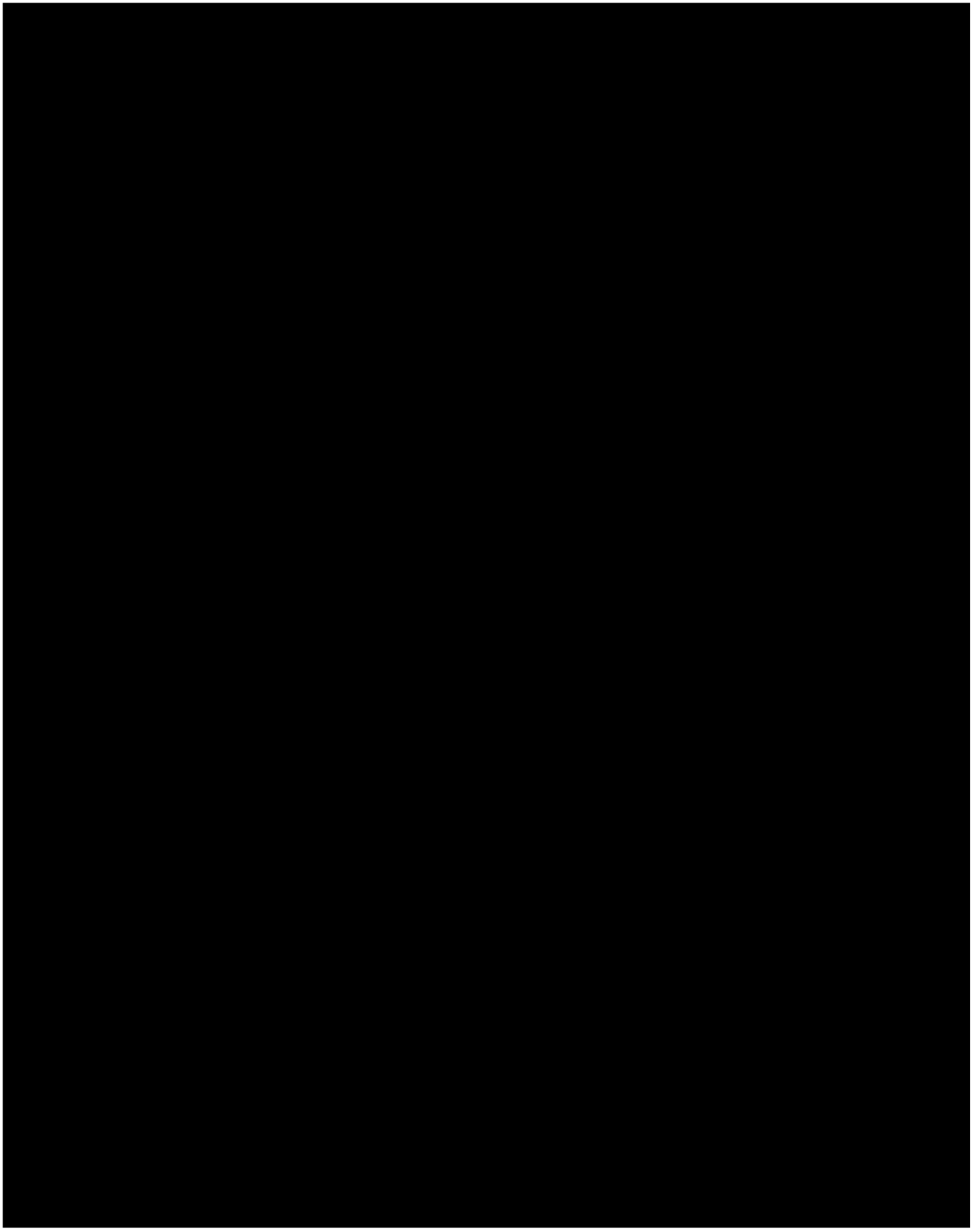


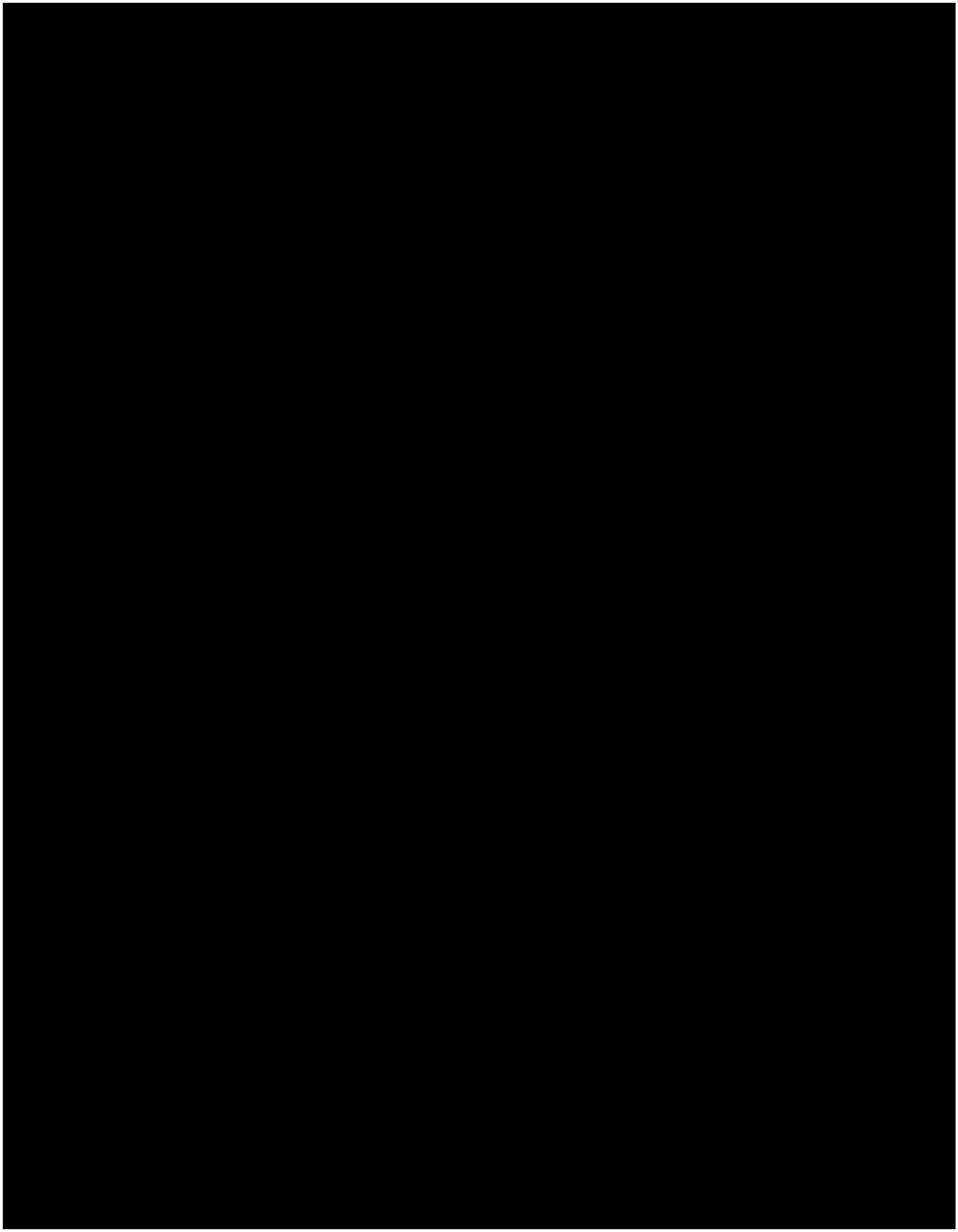


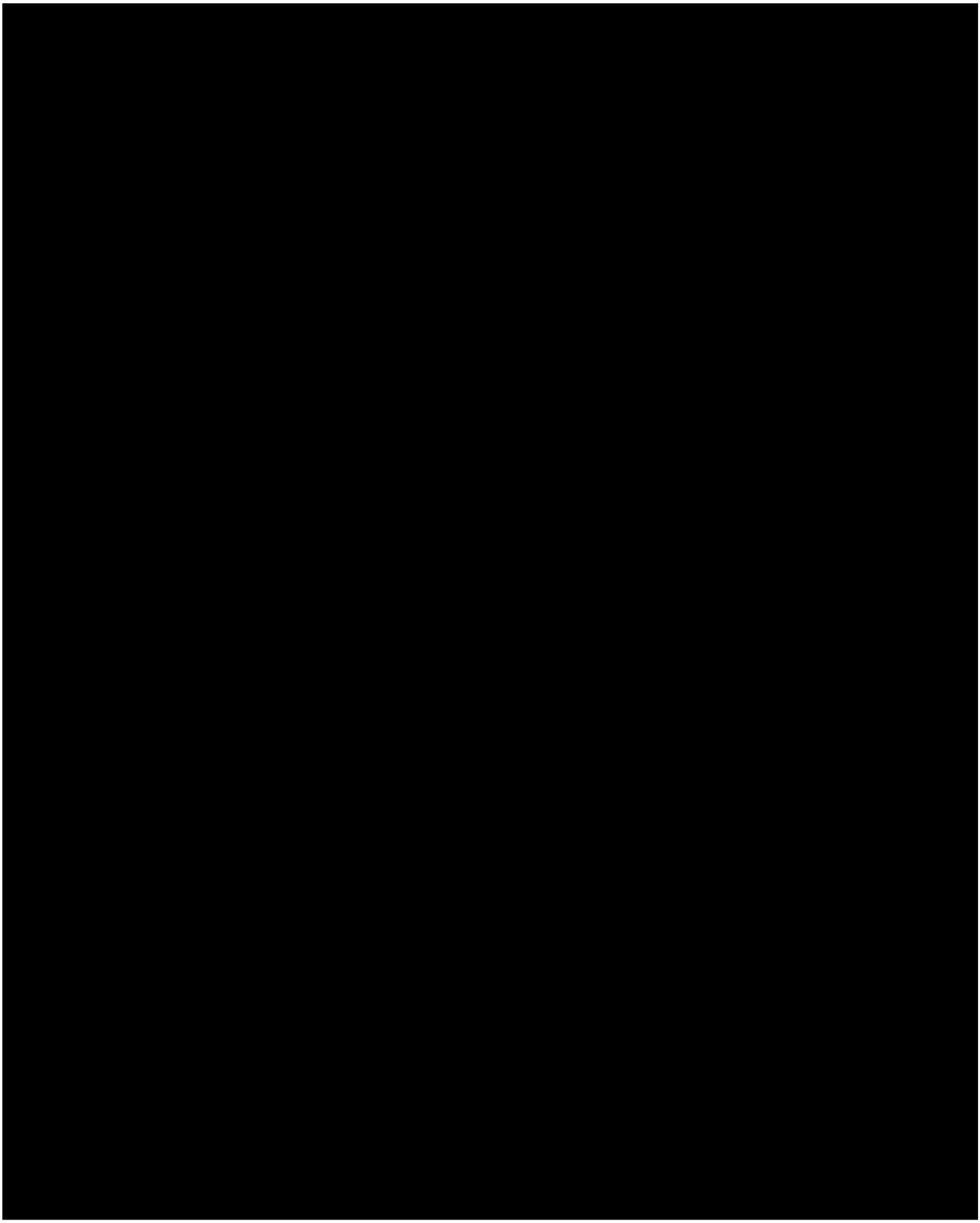


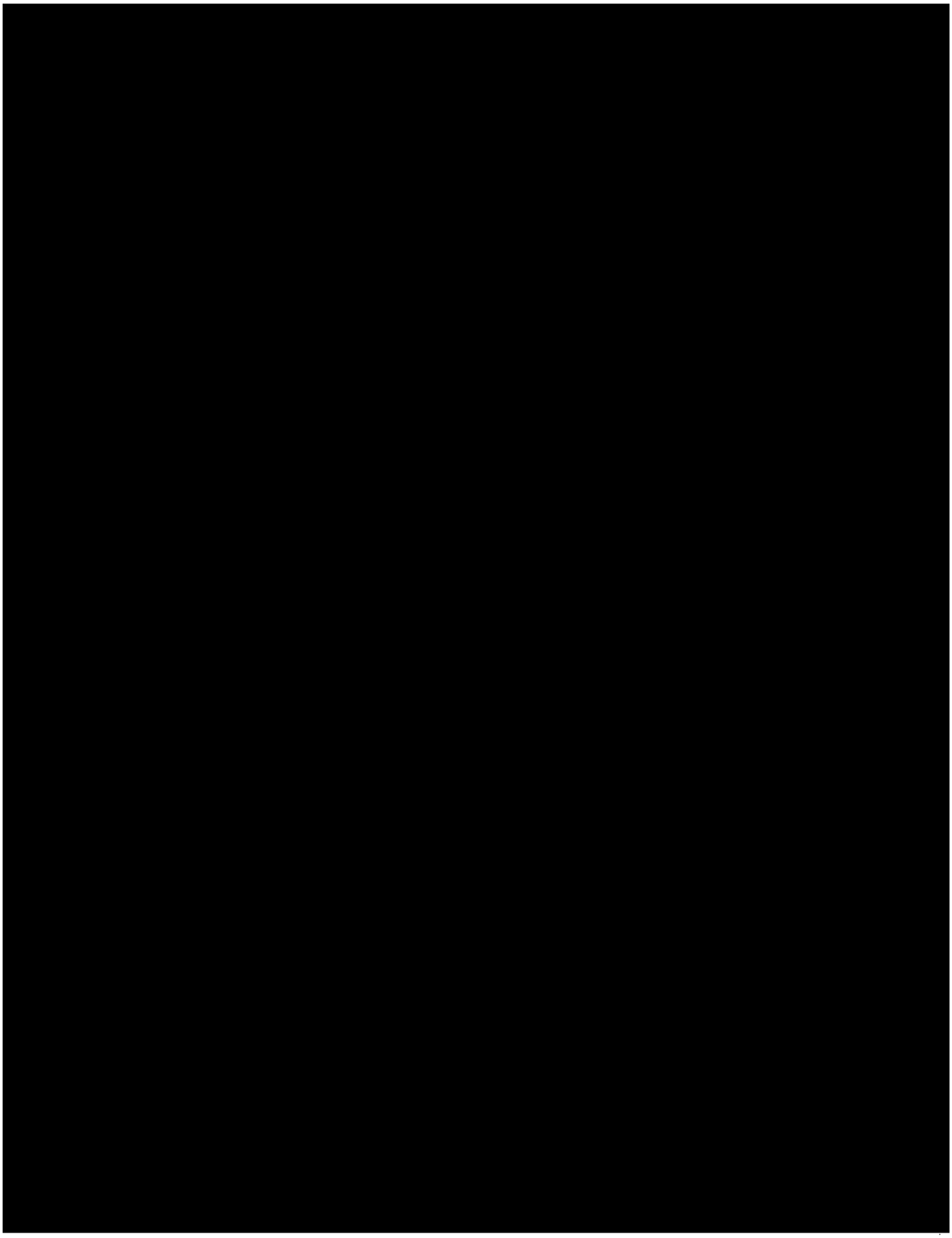


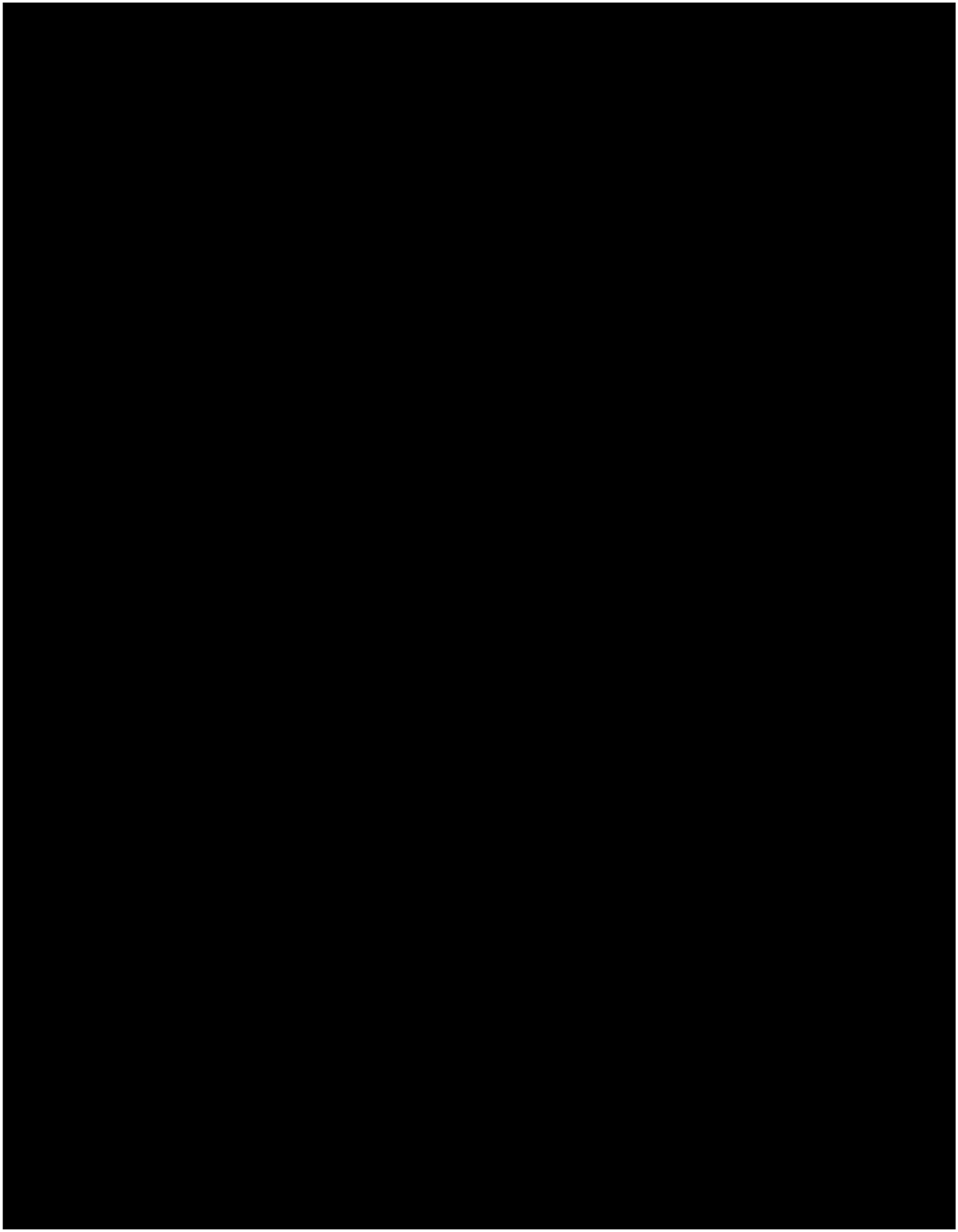


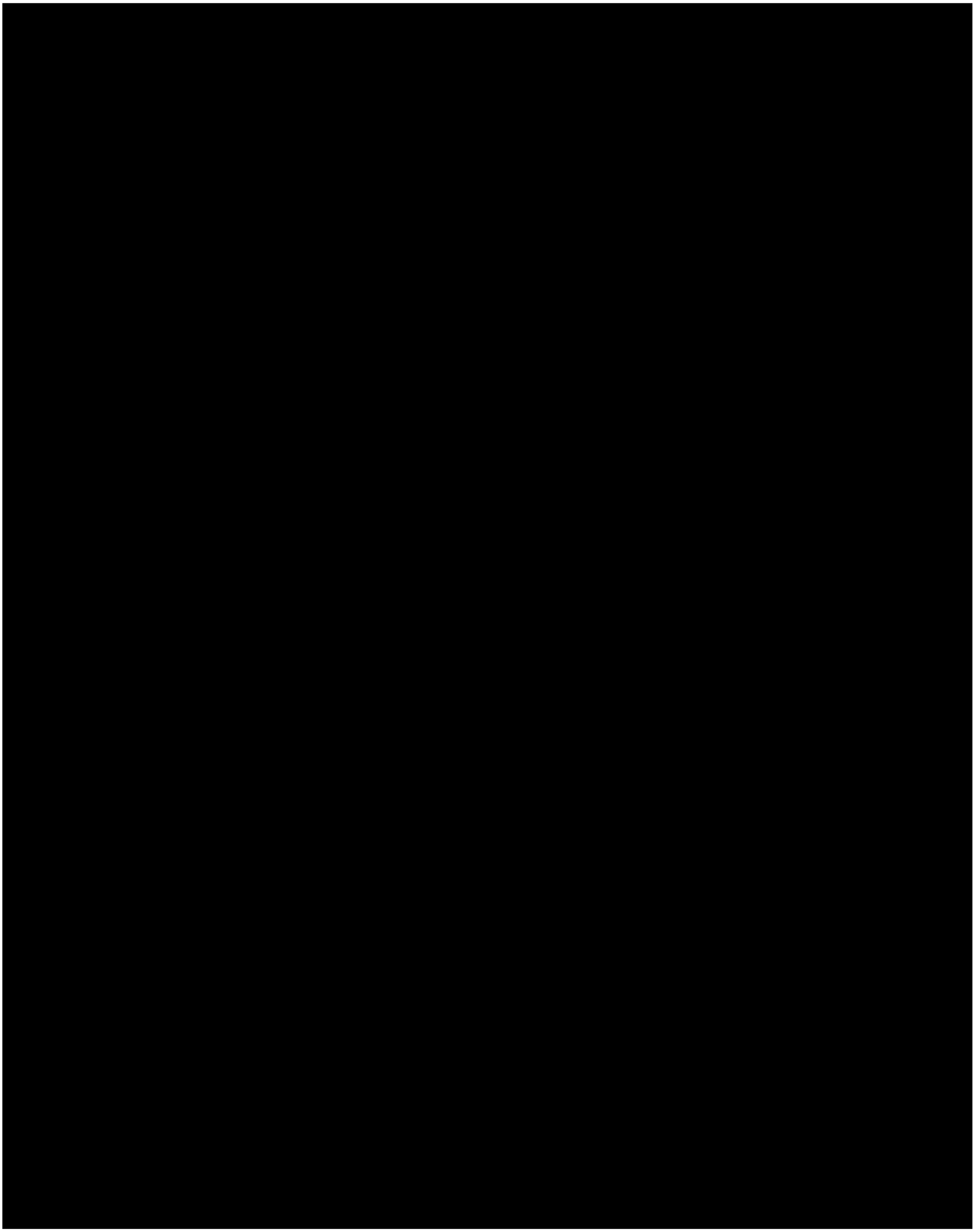


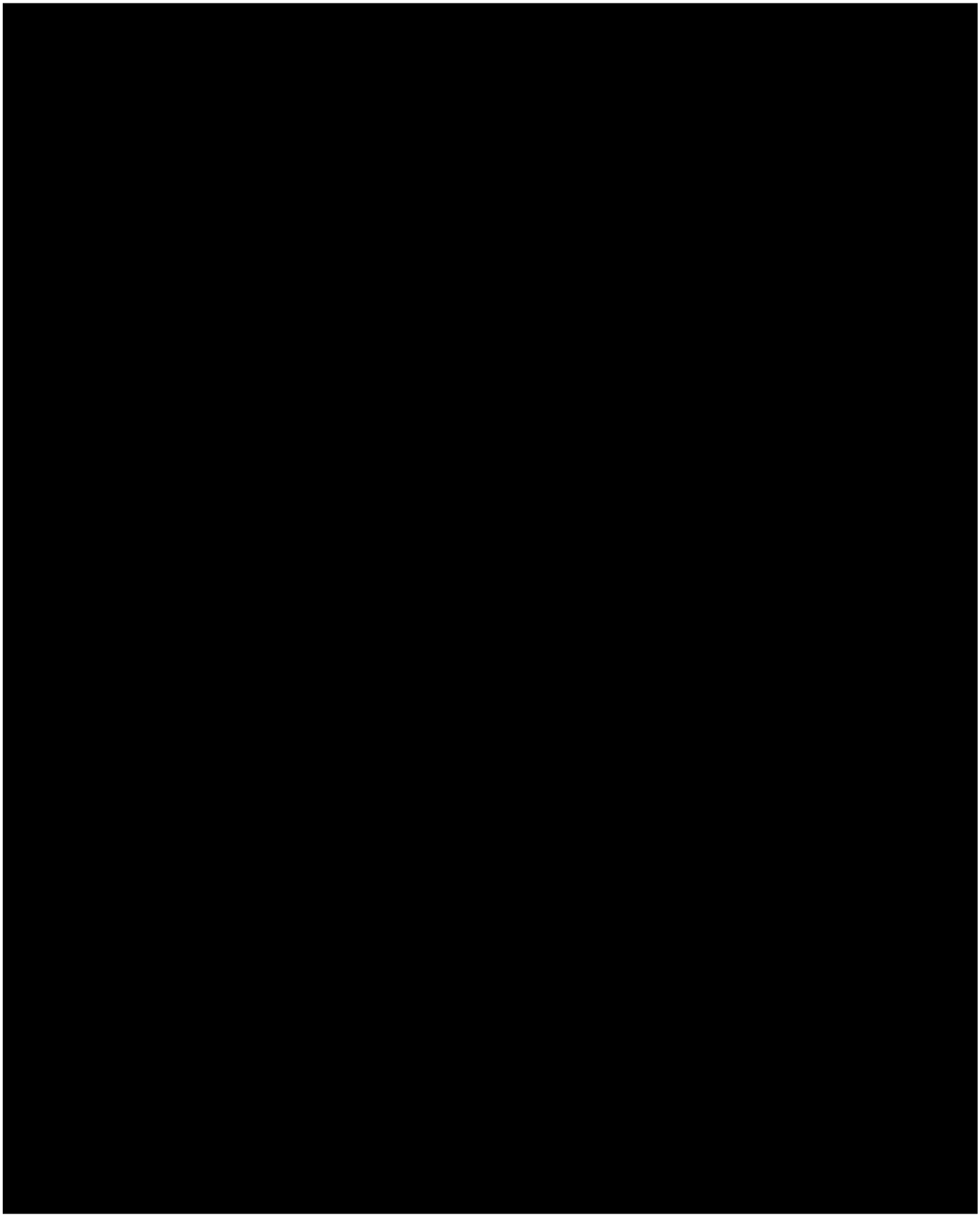


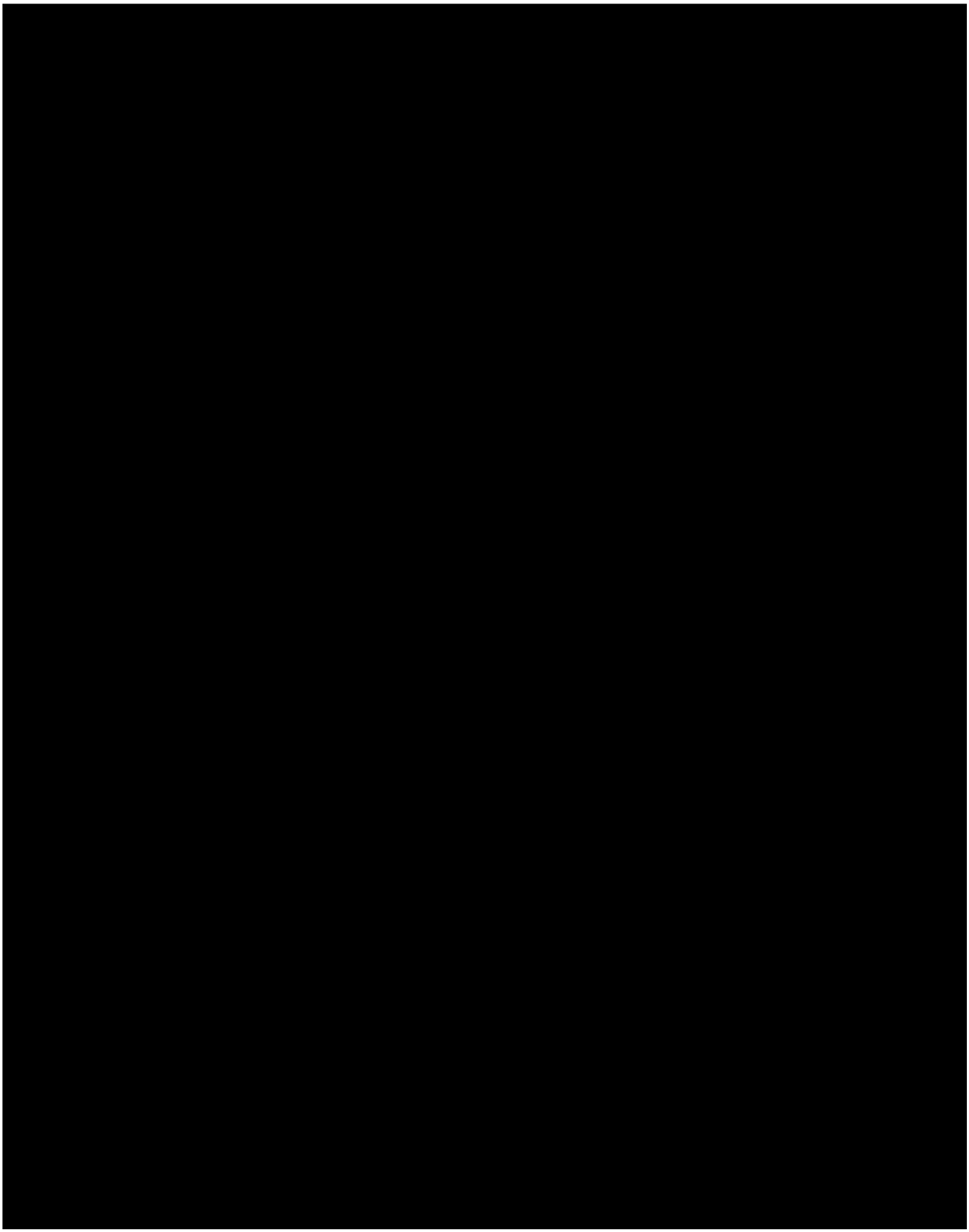


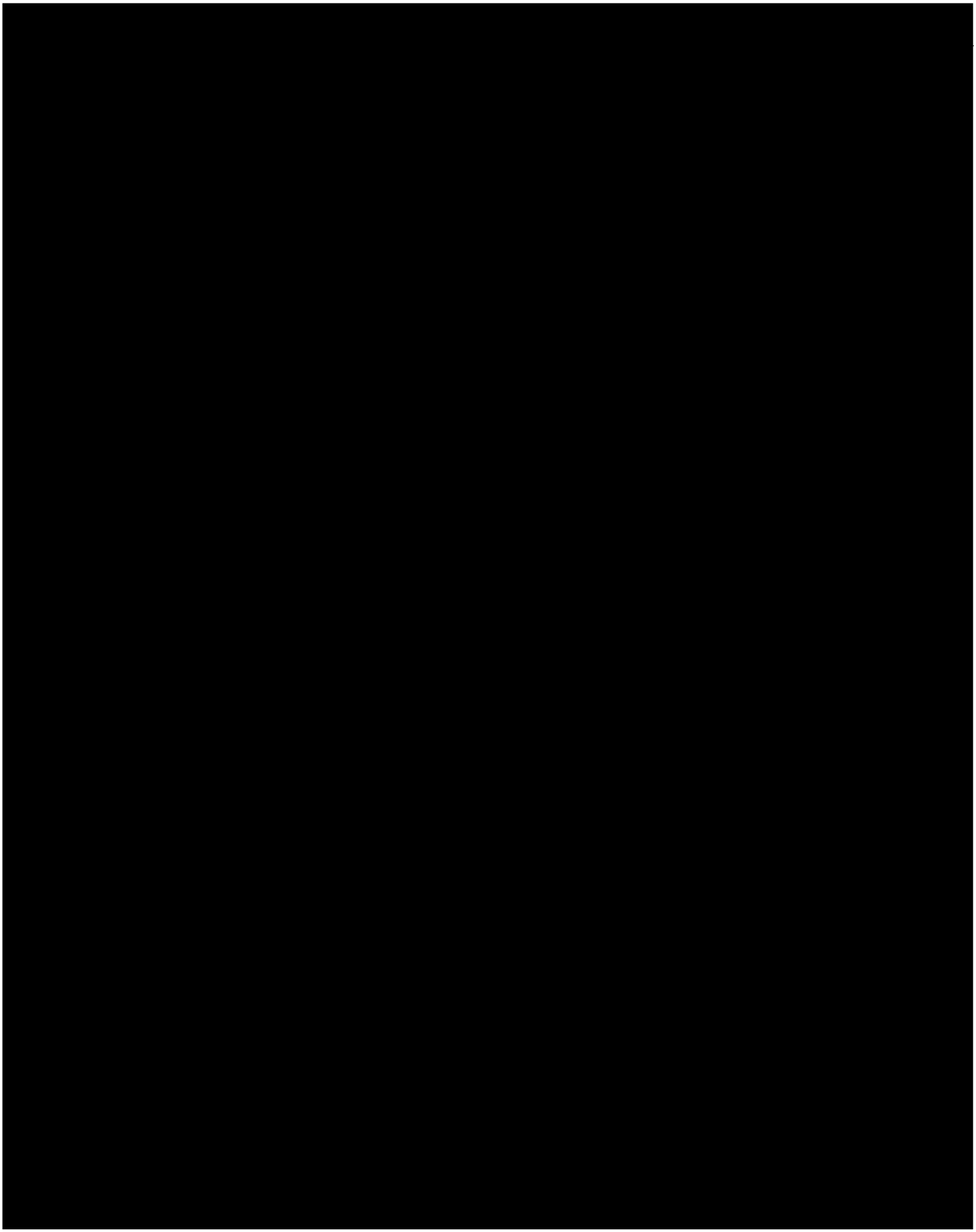


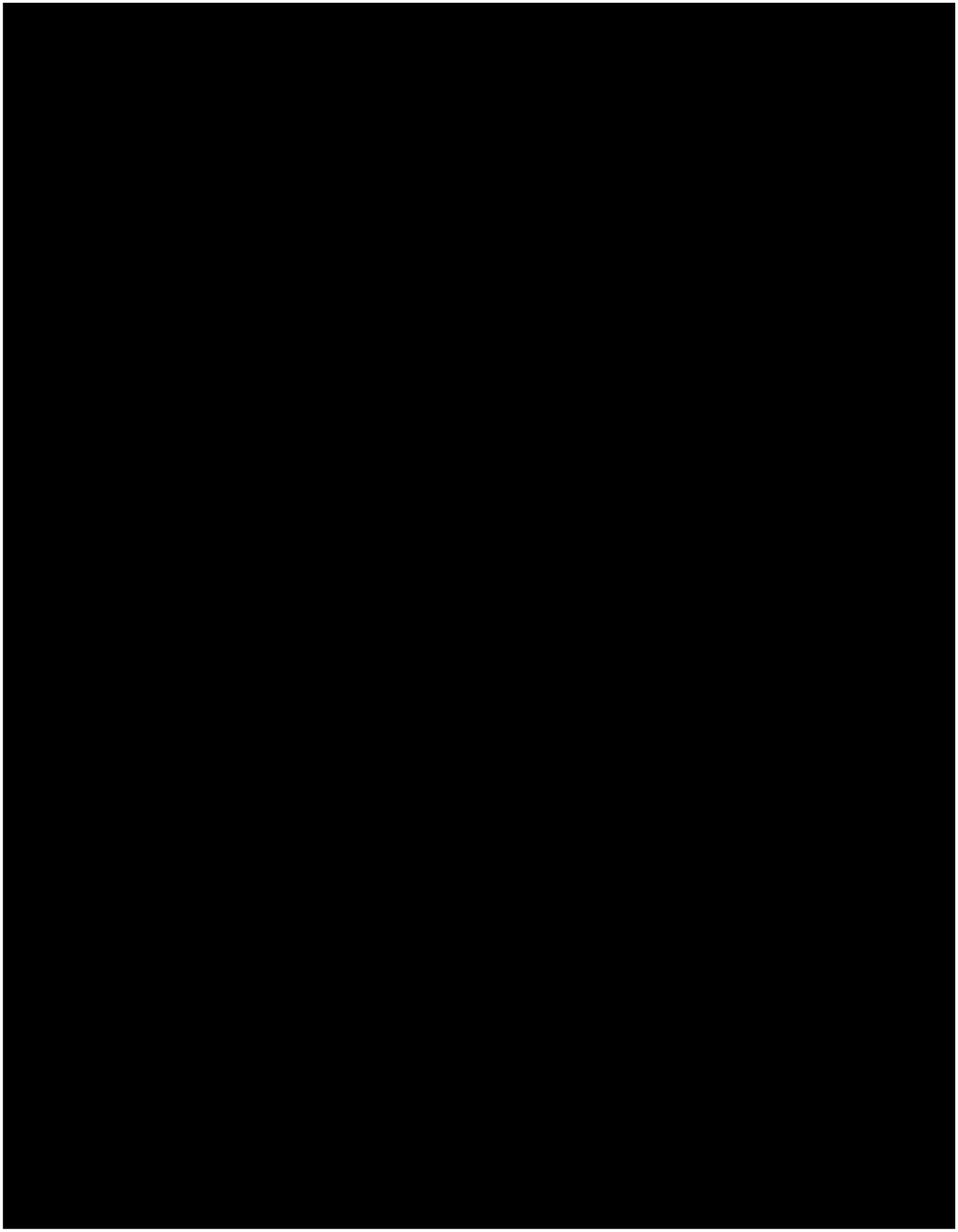


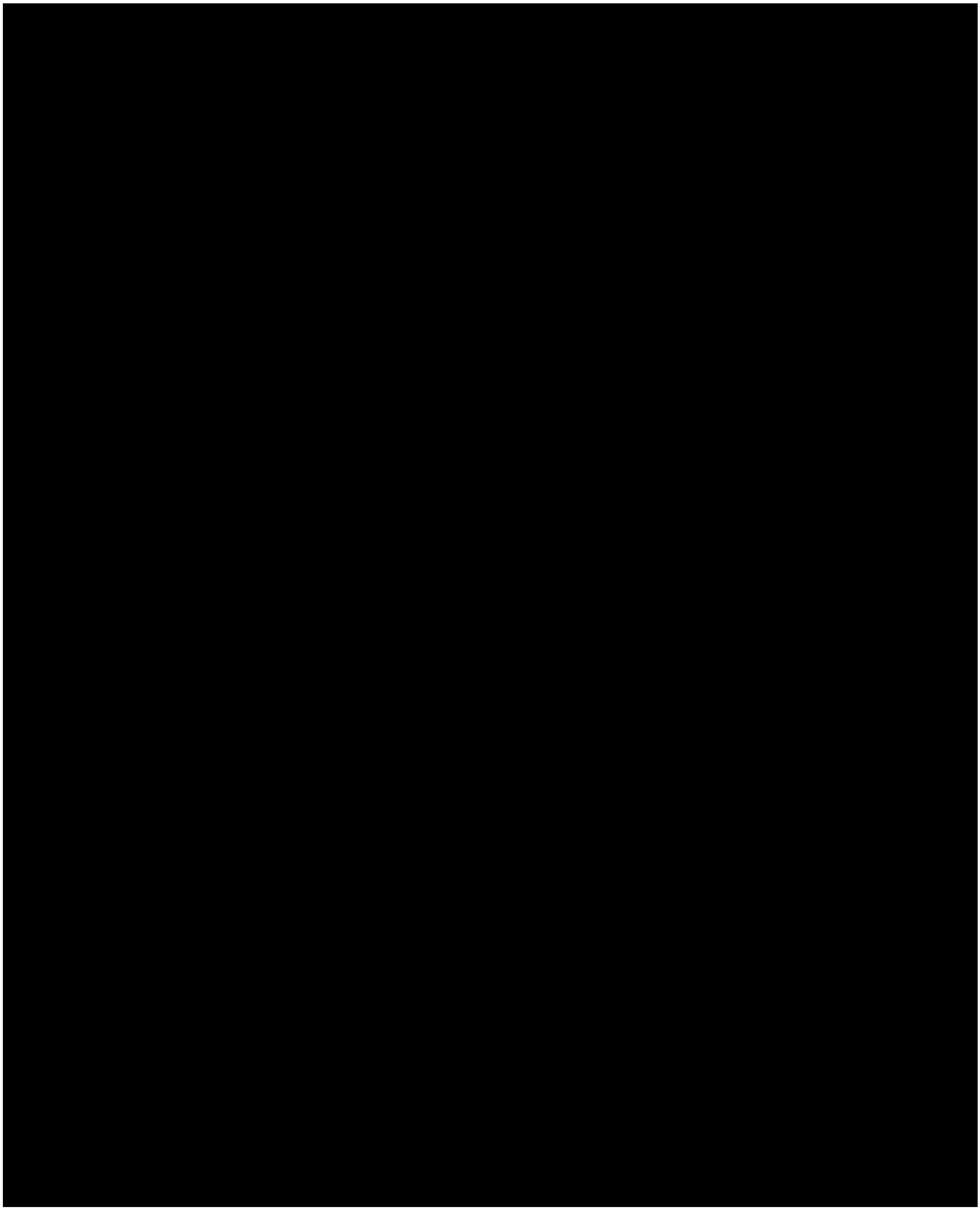


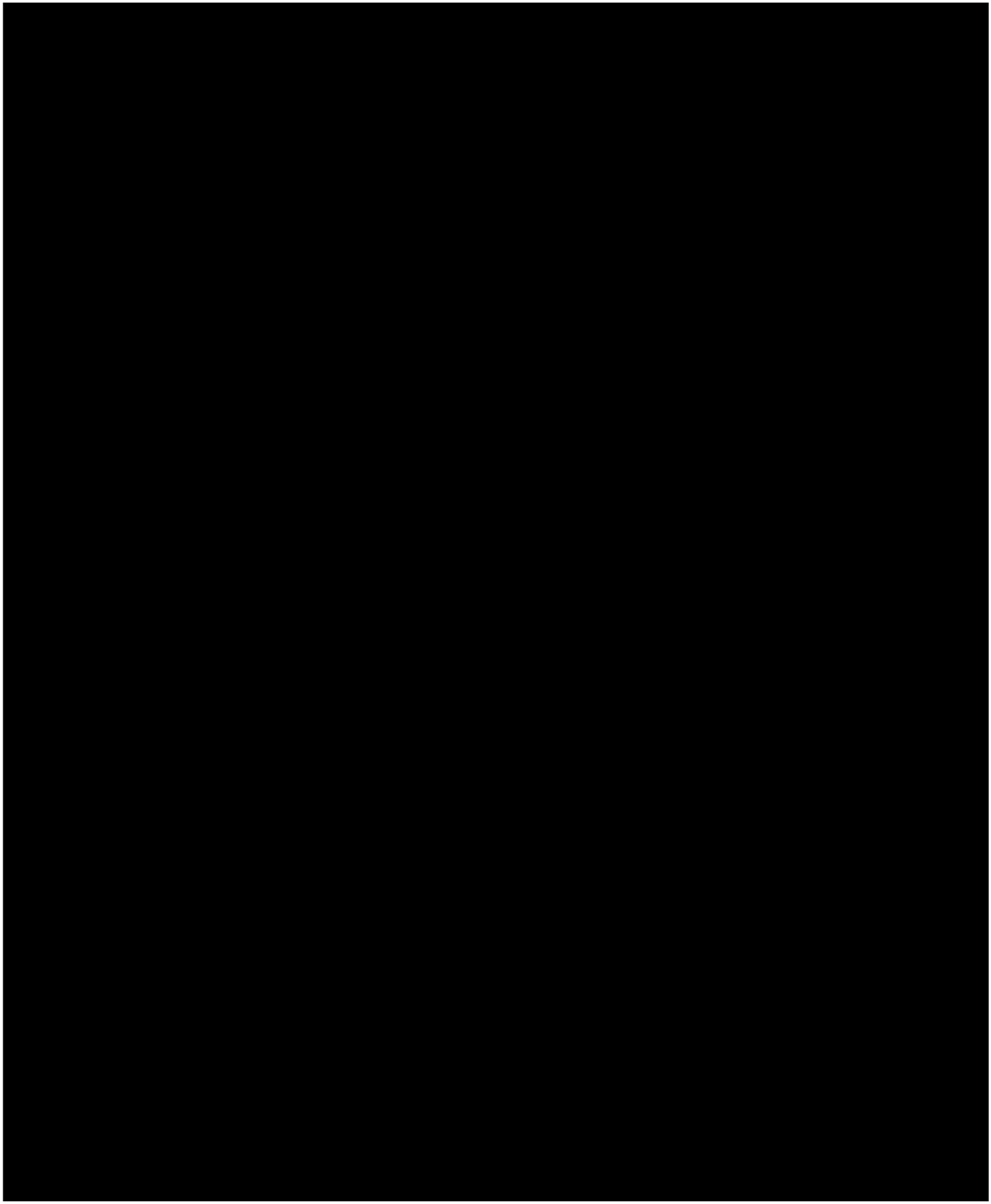


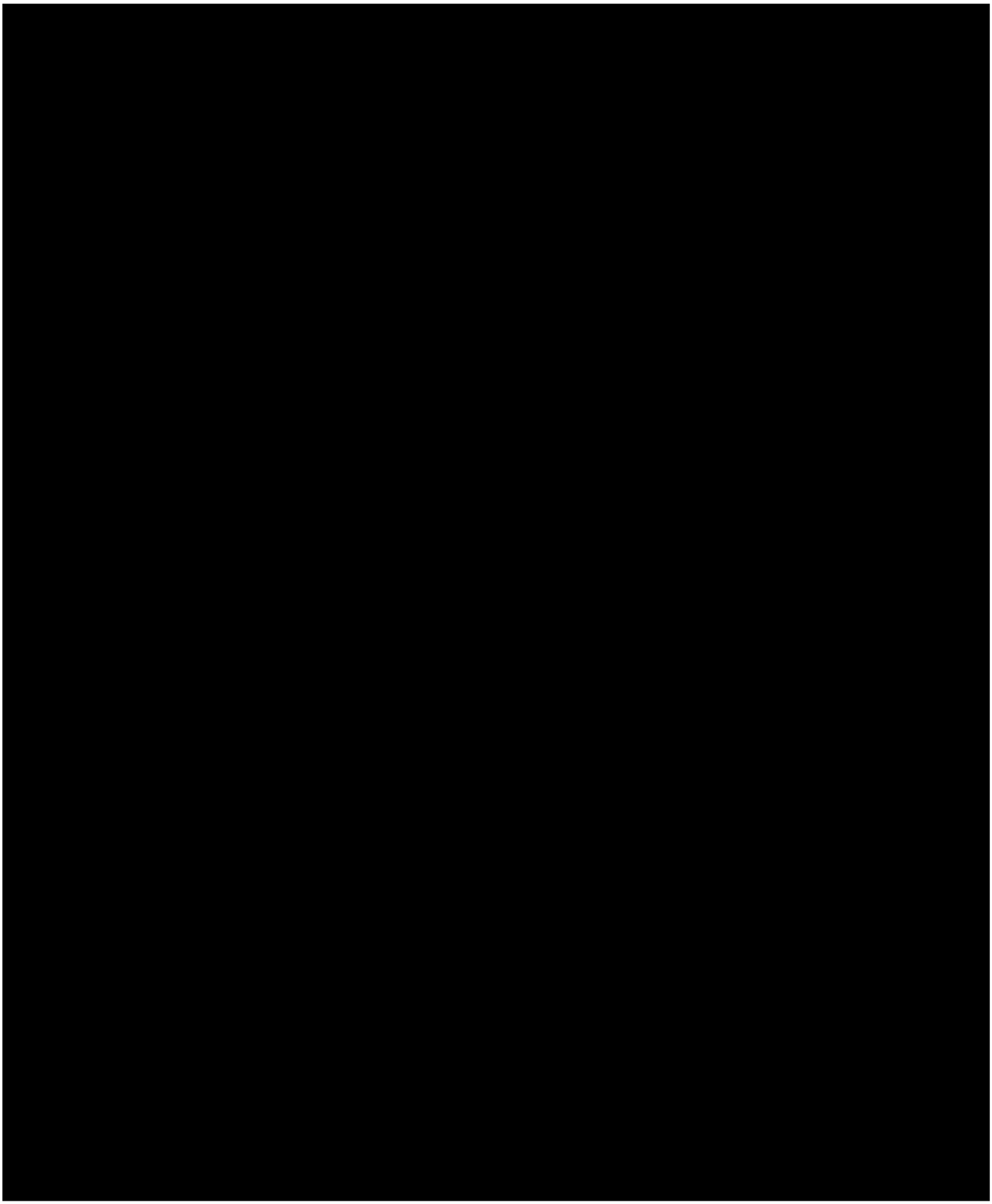




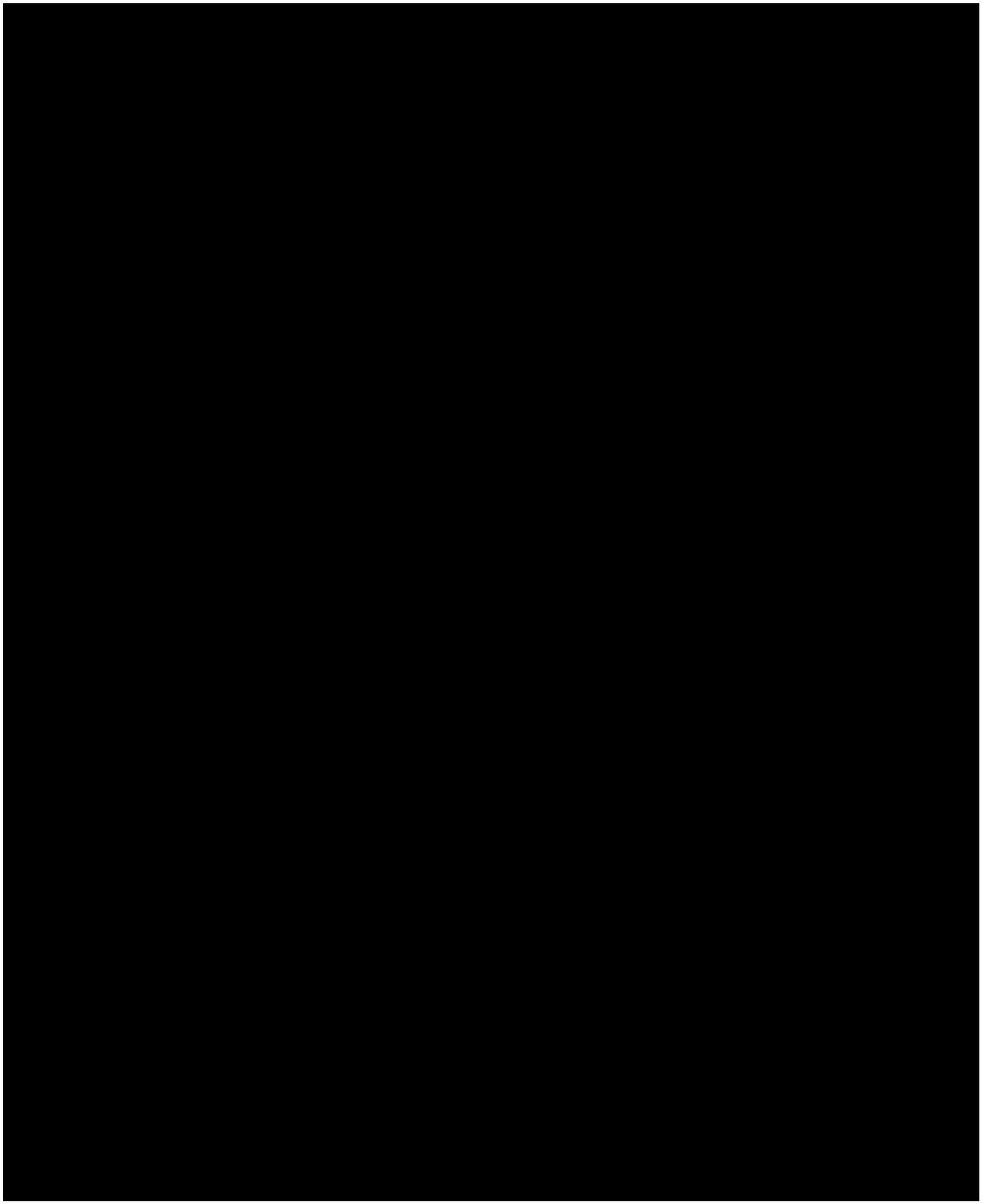




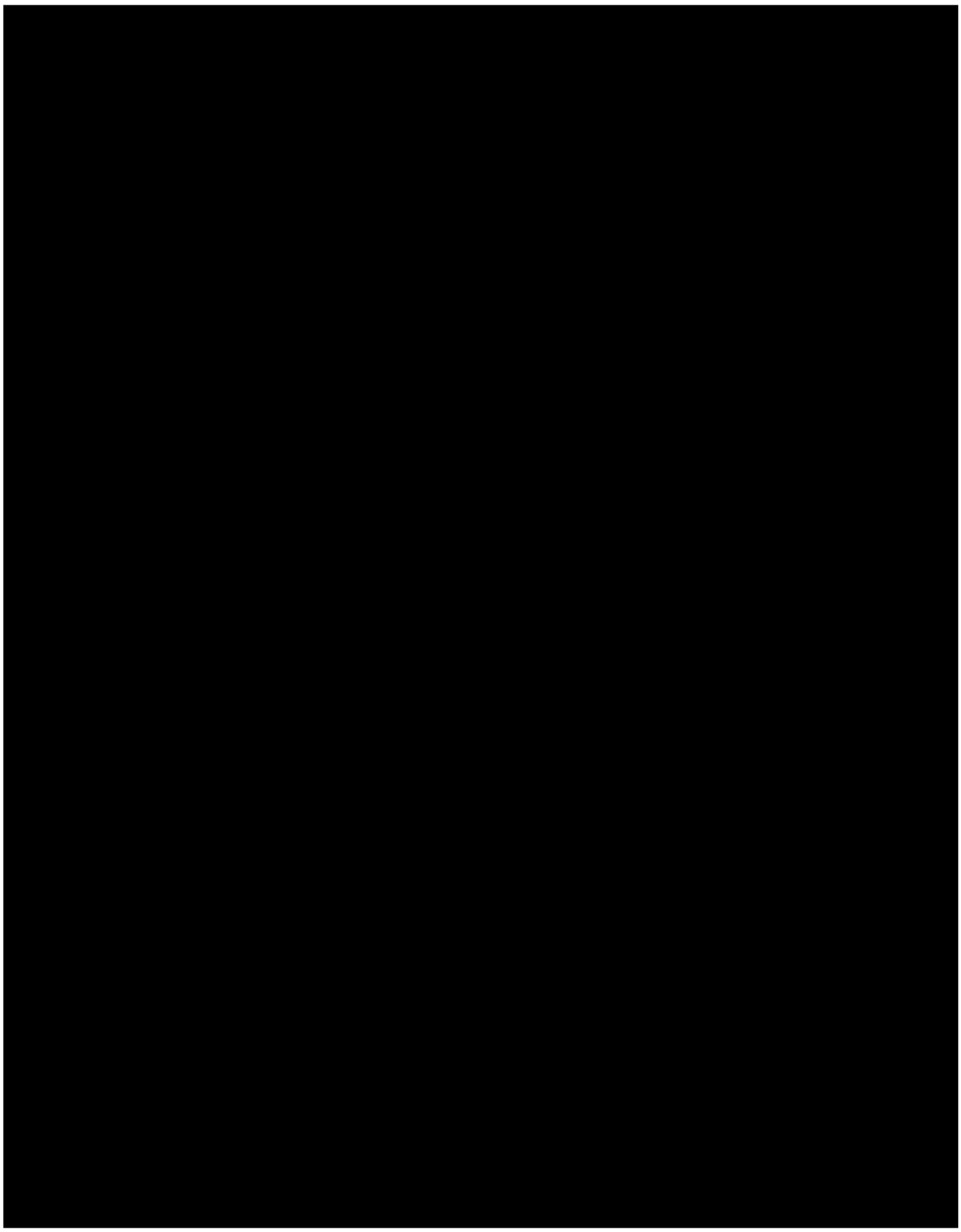












UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ELIOT IVAN BERNSTEIN and P. STEPHEN LAMONT,

Plaintiffs,

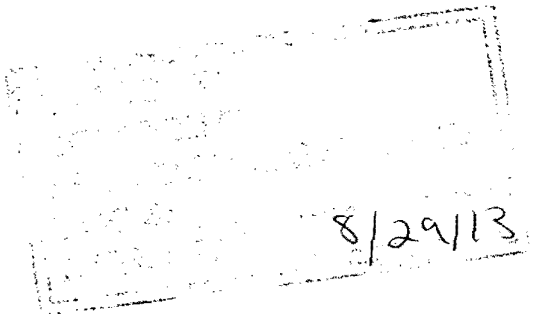
- against -

APPELLATE DIVISION, FIRST DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE, et al.,

Defendants.

ORDER

07 Civ. 11196 (SAS)



SHIRA A. SCHEINDLIN, U.S.D.J.:

I. BACKGROUND

Pro se plaintiff Eliot Bernstein filed this action in December 2007. On August 8, 2008, this Court dismissed all of his federal claims on the merits, with prejudice. Bernstein's request for leave to file a second amended complaint was denied. On January 27, 2010, the Second Circuit issued a Mandate dismissing Bernstein's appeal *sua sponte*, finding that it lacked an arguable basis in law or fact. Approximately two and one-half years later, on July 27, 2012, Bernstein filed his first motion to re-open this case, entitled "Emergency Motion to Reopen Case." This motion, which was opposed by the Proskauer Defendants,[1] was denied in an

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[1] The "Proskauer Defendants" include Proskauer Rose LLP, Kenneth Rubinstein, Christopher C. Wheeler, Stephen C. Krane (deceased) and the Estate of

Exhibit "J"

Order dated August 14, 2012 (the "August 14th Order").[2] In the August 14th Order, I found plaintiff's Emergency Motion to be "frivolous, vexatious, overly voluminous, and an egregious abuse of judicial resources." I cautioned plaintiff that any additional frivolous filings could subject him to monetary and/or injunctive sanctions under Federal Rule of Civil Procedure 11 ("Rule 11").

Failing to heed this Court's warning, Bernstein filed a second motion to re-open this case[3] on February 28, 2013. In addition to opposing the motion, the Proskauer Defendants filed a Rule 11 motion for sanctions on May 7, 2013, which was previously served on Bernstein on April 5, 2013. Bernstein filed two additional motions on May 15, 2013: Notice of Motion to Re-Open Based on Fraud on the Court and More[4] and Notice of Emergency Motion for Clarification of Order[5], which sought reconsideration of the August 14th Order denying Bernstein's first motion to re-open. On May 15, 2013, this Court denied Bernstein's second and third motions to re-open as well as his motion for

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Stephen R. Kaye.

2 *See* Docket Entry # 141.

3 *See* Docket Entry # 142.

4 *See* Docket Entry # 149.

5 *See* Docket Entry # 150.

reconsideration,[6] stating as follows:

> Even if an alleged conflict on the part of the [New York State Attorney General's Office] were established, this would not overcome the fact that plaintiff's claims were barred on numerous jurisdictional and legal grounds. For example, the allegations against the State Defendants were based on their alleged failure to handle attorney grievances. But in dismissing these claims, this Court held that "there is no clearly established right to have complaints investigated or pursued," nor is there any "cognizable interest in attorney disciplinary proceedings or in having certain claims investigated." Furthermore, plaintiff had no standing to challenge the state court system's actions regarding attorney discipline. In addition, plaintiff's claims were barred by absolute judicial, quasi-judicial and qualified immunity as well as numerous other defenses.[7] Because plaintiff has not, and cannot, remedy the fundamental defects in the Amended Complaint, re-opening this action would be futile. Plaintiff's application to reopen and his request to alter or amend judgment must therefore by denied.

5/15/13 Order at 5-6 (footnotes omitted).

The Proskauer Defendants now seek monetary and injunctive sanctions against Bernstein for his vexatious and frivolous conduct. Specifically, they seek monetary sanctions in an amount not less than $3,500 and the following injunctive relief:

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[6] *See* Docket Entry # 151.

[7] *See id.*

> Eliot I. Bernstein is hereby enjoined from filing any action in any court related to the subject matter of this action without first obtaining leave of this Court. In moving for such leave, Bernstein must certify that the claim or claims he wishes to present are new claims never before raised and/or disposed of by any court. Bernstein must also certify that claim or claims are not frivolous or asserted in bad faith. Additionally, the motion for leave to file must be captioned "Application Pursuant to Court Order Seeking Leave to File." Failure to comply strictly with the terms of this injunction shall be sufficient grounds for denying leave to file and any other remedy or sanction deemed appropriate by this Court.

Proposed Order (Docket Entry # 146-2).

II. LEGAL STANDARDS

A. Rule 11 in General

The purpose of Rule 11 is "'the deterrence of baseless filings and the curbing of abuses.'"[8] Filings that have a complete lack of a factual and legal basis have been found "'to harass, cause unnecessary delay, or needlessly increase the cost of litigation[.]'"[9] In appropriate cases, pro se litigants are subject to Rule 11

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[8] *On Time Aviation, Inc. v. Bombardier Capital, Inc.*, 354 Fed. App'x 448, 452 (2d Cir. 2009) (quoting *Caisse Nationale de Credit Agricole-CNCA, N.Y. Branch v. Valcorp, Inc.*, 28 F.3d 259, 266 (2d Cir. 1994)).

[9] *Lawrence v. Richman Group of CT LLC*, 620 F.3d 153, 156 (2d Cir. 2010) (quoting Rule 11(b)).

sanctions.[10] Pro se litigants who show contempt for the judicial system, harass defendants, and/or cause courts and litigants to waste resources may be sanctioned under Rule 11.

B. Injunctive Relief

It is "beyond peradventure" that "[a] district court possesse[s] the authority to enjoin [a litigant] from further vexatious litigation."[11] In determining whether a litigants's future access to the courts should be restricted, courts should consider the following factors:

> (1) the litigant's history of litigation and in particular whether it entailed vexatious, harassing or duplicative lawsuits; (2) the litigant's motive in pursuing the litigation, e.g., does the litigant have a good faith expectation of prevailing?; (3) whether the litigant is represented by counsel; (4) whether the litigant has caused needless expense to other parties or has posed an unnecessary burden on the courts and their personnel; and (5) whether other sanctions would be adequate to protect the courts and

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[10] *See Maduakolam v. Columbia Univ.*, 866 F.2d 53, 56 (2d Cir. 1989) (stating that "Rule 11 applies both to represented and pro se litigants"). *See also Malley v. New York City Bd. of Educ.*, 207 F. Supp. 2d 256, 259 (S.D.N.Y. 2002) ("The fact that a litigant appears pro se does not shield him from Rule 11 sanctions because one acting pro se has no license to harass others, clog the judicial machinery with meritless litigation, and abuse already overloaded court dockets.") (quotation marks and citations omitted).

[11] *Safir v. U.S. Lines Inc.*, 792 F.2d 19, 23 (2d Cir. 1986). *Accord Lipin v. National Union Fire Ins. Co. of Pittsburgh, PA.*, 202 F. Supp. 2d 126, 142 (S.D.N.Y. 2002) ("A district court has the authority to enjoin a plaintiff who engages in a pattern of vexatious litigation from continuing to do so.").

> other parties. Ultimately, the question the court must answer is whether a litigant who has a history of vexatious litigation is likely to continue to abuse the judicial process and harass other parties.[12]

III. DISCUSSION

Bernstein had no factual or legal basis for his second motion to re-open or any subsequent motion he filed. Nonetheless, Bernstein must have believed his motion had merit, as evidenced by his twenty-two page Plaintiff's Opposition to Proskauer Defendant's [sic] Motion for Sanctions ("Opposition"). But there is no subjective, bad faith requirement in Rule 11. "The mental state applicable to liability for Rule 11 sanctions initiated by motion is objective unreasonableness . . . . ."[13] Moreover, as the following excerpt from his Opposition makes clear, Bernstein has no plans to ever end this litigation.

> Bernstein is notifying Proskauer and this Court that he will have a lifelong and generational long litigious history in pursuing his patent royalties, as litigation is the key to prosecuting patents over their useful life and will also have a litigious ongoing history in pursing the crimes and criminals who are attempting to steal them, despite whether they are cleverly disguised as Attorneys at Law, Judges, Prosecutors, etc. and despite the ridiculous Orders trying to prevent him from his due process rights and rights to his

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12 *Safir*, 792 F.2d at 24.

13 *In re Pennie & Edmonds LLP*, 323 F.3d 86, 90 (2d Cir. 2003).

properties.[14]

Given these statements, this Court has no choice but to impose significant monetary and injunctive sanctions in an attempt to end this lengthy litigation.

IV. CONCLUSION

For the foregoing reasons, a monetary sanction in the amount of $3,500 is hereby imposed on Bernstein as is the injunctive sanction described above. The money is to be paid to the Clerk of the Court, Southern District of New York, forthwith. If Bernstein ignores the monetary sanction, defendants may obtain an enforceable judgment in the amount of $3,500. If Bernstein continues to file motions in this case, he may be subject to additional monetary sanctions. The Clerk of the Court is directed to close the motion for sanctions (Docket Entry # 145).

SO ORDERED:

Shira A. Scheindlin
U.S.D.J.

Dated: New York, New York
August 29, 2013

[14] Opposition at 13.

- Appearances -

Plaintiff (Pro Se):

Eliot I. Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
(561) 245-8588

For the Proskauer Defendants:

Gregg M. Mashberg, Esq.
Proskauer Rose LLP
11 Times Square
New York, NY 10036
(212) 969-3450

For the State Defendants:

Monica A. Connell
Assistant Attorney General
120 Broadway - 24th Floor
New York, NY 10271
(212) 416-8965

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

PROBATE DIVISION

JUDGE JOHN PHILLIPS

CASE NO.: 502014CP002815XXXXNB (IH)

OPPENHEIMER TRUST COMPANY
OF DELAWARE, in its capacity as
Resigned Trustee of the Simon Bernstein
Irrevocable Trusts created for the benefit
of Joshua, Jake and Daniel Bernstein,

Petitioner,

Response in Opposition To Omnibus Motion Filed Jan 07. 2016 by Lessnee-Oppenheimer

vs.

ELIOT AND CANDICE BERNSTEIN,
in their capacity as parents and natural
guardians of JOSHUA, JAKE AND
DANIEL BERNSTEIN, minors,

Respondents.
_____/

RESPONSE IN OPPOSITION TO OMNIBUS MOTION...Filed Jan 07, 2016

COMES NOW, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), both PRO SE as Guardians for their three minor children ("Respondents") and hereby files this "**Response in Opposition To Omnibus Motion…" Filed Jan 07. 2016**" and in support thereof states, as follows:

1. I oppose the motion by Steven Lessne in this case and the related motion by Alan M. Rose in what should be deemed a "complex" case, these motions seeking to appoint a Guardian for

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 1/13/2016 6:48:53 PM ***

my children and oppose his motion for any "gag" order and since an Evidentiary Hearing and Testimony are both necessary with respect to the factual pleadings by Steven Lessne and such evidence and testimony including my own testimony on both matters which would last well beyond 30 minutes alone it is inappropriate and improper process to achieve anything at the Uniform Motion Calendar Hearing on Jan. 14, 2016 beyond Scheduling of Compliance for outstanding Discovery and Production, depositions and then an evidentiary hearing and a proper Case Management Conference for this "Complex" case.

2. This, however, naturally raises the issue of Lessne being a "resigned" Trustee and thus lacking standing herein and the Court should otherwise first schedule hearings on the motions in the related complex cases to remove Ted Bernstein as Trustee for not being qualified under the language of the trusts, for misconduct in fiduciary capacity, for waste and fraud upon the estate and other matters wherein even this very response by myself in this filing has been delayed by Representations by Creditor William Stansbury that his Florida Licensed Attorney Peter Feaman would be filing yesterday with the Court and Alan Rose a request to delay any hearing on these motions until a Status Conference / Case Management Conference for the Orderly scheduling of further hearings wherein Peter Feaman already notified this Court on Sept. 15, 2015 that removal of Ted Bernstein as Trustee should be the first order of business instead of a validity trial with Ted Bernstein as Trustee, but whereupon this Court improperly moved to Schedule Trial in Shirley Bernstein's Trust case which was Not Notified for the Case Management Conference requested by the current PR of Simon's Estate being Mr. Brian O'Connell and Joy Foglietta of the Ciklin Lubitz Martens & O'Connell firm who filed the Notice to bring the matter up for the Case Management Conference on Sept. 1`5, 2015 in the first instance.

3. Thus, both alleged Creditor William Stansbury and Florida Licensed Attorney Peter Feaman are both Necessary Witnesses in relation to the Integrity of these proceedings and the good faith efforts I have undertaken to uncover fraud upon the Court and in the Court which is directly relevant to resolution of any sham claim by attorney Steven Lessne or Alan Rose regarding guardianship, both being Florida licensed attorneys who have directly Mislead this Court in many ways including but not limited to falsely citing language from other Court orders such as Southern District of New York Judge Shira Scheindlin, or Alan Rose falsely claiming during the alleged validity trial that there has been no prior Order for Production of all Original Records by Tescher and Spallina when in fact this was part of the Discharge Order of Judge Colin to the extent any such Order of Judge Colin remains valid. See, Order of Colin on Production[1].

4. Specifically, Alan Rose, a Served Counter Defendant in the related action in this complex case has knowingly misquoted an Order of SDNY Judge Shira Scheindlin by falsely portraying a Proskauer Rose proposed language in an Order as an actual Order, quote, finding of Hon. Judge Scheindlin herself and while this conduct recently occurred in matters before the 4th DCA[2], this evidence is representative of the sharp practices that Alan Rose and Ted Bernstein have employed to avoid full and fair hearings, obstruct due process, and obscure actual truth seeking processes acting in conflict of interest and more while simultaneously not only denying proper funds for myself to obtain proper counsel for my minor children and myself but further denied retained Texas attorney Candice Schwager

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[1] February 18, 2014 Colin Order Regarding Turning Over ALL Records to Curator
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf

[2] December 17, 2015 Sur Reply Showing Alan Rose Misquoting Federal Judge Shira Scheindlin Order
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151217%204th%20DCA%20Rose%20Ted%20Sur%20Reply%20Dec%2016%202015.pdf

documents to review for her to further an application to be admitted pro hac vice after having opportunity to scope potential conflicts of interest between myself and minor children.

5. Alan Rose falsely stated to this Court at the Case Management Conference[3] that no hearings were held prior for guardianship hearings but yet Alan Rose had only a year earlier been denied[4] by Judge Colin who claimed Eliot and Candice did not need Guardians for their children and yet Alan Rose and Lessnee not only file similar false pleadings but move in coordination in their sharp practices where both Alan Rose and Lessnee should now be Witnesses.
6. Thus, attorney Alan Rose's conduct himself in these proceedings has relevance to both Lessne and Oppenheimer's sham motion as well as Rose's sham motion for guardianship since Rose and Ted Bernstein's own conduct has caused waste and harm to beneficiaries and delayed and obstructed the fact finding and truth seeking processes of this court and thus right there alone are 3 Witnesses in addition to myself that should be part of any Evidentiary hearing relating to appointment of a Guardianship and thus arriving at a Schedule would be the most that can happen on Jan. 14, 2016, or at least should be the most that can happen on this date.
7. In fact, Florida licensed attorney Peter Feaman has directly prepared pleadings and correspondence showing myself as being the only sibling in these cases to expose fraud and forgery and other proper matters in these cases and eligible to be a Successor Trustee. See, below.

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[3] September 15, 2015 Case Management Hearing Transcript Scheduled In Simon Estate ONLY, Page 28 Line 7-16
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf

[4] August 14, 2014 Order DENYING GUARDIAN
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf

8. See filings by Peter Feaman on behalf of alleged Creditor William Stansbury relevant to the sham filing for Guardianship by Alan Rose on behalf of Ted Bernstein.

    a. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140217%20Stansbury%20Response%20in%20Opposition.pdf Page 4-6 (C)

    b. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140522%20JOINDER%20IN%20PETITION%20FILED%20BY%20ELIOT%20IVAN%20BERNSTEIN%20FOR%20REMOVAL%20OF%20TRUSTEE%20AND%20FOR%20TRUST%20ACCOUNTING.pdf

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

9. Then of course is the letter by Florida Licensed attorney Peter Feaman from August of 2014, nearly 17 months ago claiming PR Brian O'Connell had an absolute "duty" to file to Remove Ted Bernstein in showing failure to provide Accountings, waste of Trust assets and other matters, yet no action taken by PR O'Connell and no present follow-up by Peter Feaman although as indicated I have been delayed in this very filing by Representations of William Stansbury that Peter Feaman would be filing with the Court relative to these matters including holding hearings off until a Status or Case Management Conference but has yet to do that either, although it was represented it would be filed Tuesday, Jan., 12, 2016 further knowing I had filed for Unavailability with this Court which was served upon Alan Rose and further filed in my last opposition to the Gag order that I was under medication and needing medical care. See,

a. August 29, 2014 Letter from Attorney at Law Peter Feaman, Esq. to Personal Representative Attorney Brian O'Connell re Conflicts and more of Ted and Alan Rose.

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

b. December 16, 2014, Letter from Attorney Peter Feaman to PR and Attorney Brian O'Connell Letter re O' Connell's Absolute Duty to Remove Ted –

http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20

c. Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf

d. September 19, 2014 Attorney Peter Feaman to PR Attorney Brian O'Connell re Assets of Estates -

http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140919%20Feaman%20Letter%20to%20Brian%20Oconnell%20re%20assets%20of%20Simon%20Estate%209%2019%2014.pdf

10. William Stansbury is further a necessary Witness as he has information relating to an ongoing Federal investigation of Ted Bernstein by the US Dept. of Labor in relation to Ted Bernstein's fiduciary actions as Plan Administrator / Trustee involving Arbitrage International an asset of the Estate and Trusts where it is likely that further financial harm to beneficiaries including my minor children has occurred according to William Stansbury and yet Alan Rose and Ted Bernstein have not only failed to Disclose these matters to the Court and parties but further failed to disclose these matters in an alleged Meeting involving Bernstein Holdings and Bernstein Family Investments where Ted Bernstein and Alan Rose .

11. Further that the Estate itself by and through Brian O'Connell and Joy Foglietta has failed to account for or provide Documents and Records that should have been in their Custody despite prior Court Ordered Production[5] upon the former PR's, Tescher and Spallina, after their removal after admissions to fraudulently altering and creating a fraudulent Shirley Trust that Alan Rose misleads this Court about there being no such Court Order during an alleged Validity Trial[6] and having multiple cross examination questions sustained as a result of such misstatement to the Court where it appears that in ***contempt of such order*** for Tescher & Spallina to Produce and turn over all Originals and files, Alan Rose, alleged Fiduciary and Trustee Ted Bernstein, Brian O'Connell and Joy Foglietta and potentially others have left "Original" documents and files instead in the Custody of Tescher & Spallina where Spallina has now admitted to fraud upon beneficiaries and their counsel, mail fraud, fraud upon the Court in the filings his office prepared and other crimes and misconduct during the alleged "validity" trial before Your Honor where the PRs O'Connell & Foglietta are ***wholly and conspicuously absent from the "Validity trial"*** (despite having pleaded to the Court in the Shirley Trust Construction case that Ted was NOT A VALID TRUSTEE[7] in the SIMON TRUST, which would have materially affected the outcome of such hearing on the Simon Trust case and Ted's ability to argue the validity in the first place) among many other "***missing Witnesses"*** at the alleged validity Trial such as Traci Kratish, Diana Banks, Donald

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[5] February 18, 2014 Court Ordered Production of ALL Records of Tescher and Spallina to Curator http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf

[6] December 15, 2015 Validity Hearing Transcript - Transcript Page 123 Lines 10-18 & Page 124 3-7 and Pages 124 Line 17 to 125 Line 17. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf

[7] February 17, 2015 Answer Affirmative Defenses Filed by PR Attorney Brian O'Connell stating Ted is NOT A VALID TRUSTEE under the terms of the Trust. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf

Tescher, unknown signatory witnesses, leaving the Estate of Simon Bernstein ***without counsel*** despite the fact that one of the First Orders of Business PRs O'Connell and Foglietta should have sought at the Case Management Conference held Sept. 15, 2015 which was Held and Noticed only in the Estate of Simon Bernstein is a Compliance Order to obtain all the "Originals" and files/documents from Tescher & Spallina so proper Discovery and Production could occur to prove validity but instead results in an improperly schedule Trial in Shirley's Trust case which was not Noticed for Sept. 15, 2015 as required in the procedural rules of the Court.

12. Licensed attorney Peter Feaman and his client alleged Creditor William Stansbury further being Witnesses as both claimed to have observed Donald Tescher at the Courthouse after the validity trial yet was not produced by Alan Rose suggesting Tescher's presence was under Alan Rose's control.
13. Thus, Brian O'Connell and Joy Foglietta should further be called as Necessary Witnesses in relation to the integrity of proceedings and were further factual Witnesses in relation to missing documents, missing production, missing business records and intertwined in conduct with Alan Rose in sudden emerging "original" documents from the St. Andrew's Home allegedly for the Oppenheimer matters and other dispositive Estate and Trust documents yet Creditor William Stansbury had previously stated that his Florida licensed attorney Peter Feaman suggested that a Meeting at his Office and or Brian O'Connell's Office and inviting the Palm Beach County Sheriff's for Criminal investigation and prosecution of Ted Bernstein in relation to the missing Tangible Personal Property ("TTP") should occur, thus intertwining all of the various parties as witnesses in relation to any Guardianship hearing and necessity.

14. While I understand it was filed in a different case number, Steven Lessne is intertwined with Rose on numerous issues including not only the sudden emergence of "original" documents in the Oppenheimer case but further the sharp practices conduct wherein Lessne has ***directly mislead this Court*** by an almost identical sharp practice of Alan Rose where Southern District of New York Judge Hon. Shira Scheindlin is again knowingly misquoted wherein Lessne claims Judge Scheindlin issued some nationwide injunction against me again misquoting language "proposed" by Proskauer Rose where in actuality the language Judge Scheindlin determined in the Order was as follows: "IV. CONCLUSION For the foregoing reasons, a monetary sanction in the amount of $3,500 is hereby imposed on Bernstein as is the injunctive sanction described above. The money is to be paid to the Clerk of the Court, Southern District of New York, forthwith. If Bernstein ignores the monetary sanction, defendants may obtain an enforceable judgment in the amount of $3,500. If Bernstein continues to file motions in this case, he may be subject to additional monetary sanctions. The Clerk of the Court is directed to close the motion for sanctions (Docket Entry # 145). Dated: 14 New York, New York August 29, 2013 Opposition at 13. 7[8] ".
15. Thus, the only injunctive limitation determined by SDNY Judge Scheindlin is that if I file motions "***in this case"***, being the SDNY case, I "***may be subject to additional monetary sanctions",*** thus showing Lessne himself directly misleading this Court as a Florida licensed attorney.
16. The Court should note that Lessne left his firm Gray Robinson and took with him the Bernstein / Oppenheimer case as he transitioned to Alan Rose's prior law firm Gunster.

[8] August 29, 2013 Order the Most Honorable Shira A. Scheindlin
http://www.iviewit.tv/20130829%20Scheindlin%20Order%20Sanctioning%20Bernstein.pdf

17. To the extent any Order of Judge Colin remains valid, he has already ruled upon motions by Alan Rose and Ted Bernstein on Guardianship and the related matters and DENIED those matters. See below Orders Colin in Rose Denial Guardian Shirley Trust Construction stating no Guardian necessary and Oppenheimer denial of same, This renewed attempt on virtually the same grounds constitutes further harassment and a 2nd bite at apple hoping for a better outcome than with Judge Colin.

    a. Oppenheimer Denial

    http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20141107%20Omnibus%20Order%20Colin%20Oppenheimer%20Case.pdf

    b. Rose Trust Construction Denial

    http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf

    c. Order Denying Contempt Against Eliot -

    http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150504%20Order%20on%20Motion%20to%20Hold%20Eliot%20Bernstein%20in%20Contempt%20DENIED.pdf

18. There has been no "construction" hearing scheduled much less any full and fair hearing after proper discovery and depositions.

19. Moreover, alleged Creditor William Stansbury's attorney has previously written to Rose directly regarding Rose's conflicts of interest and other matters of testimony relevant at any hearing as follows:

a. August 08, 2014 Feaman Letters to Rose http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140808%20Response%20to%20Motion%20for%20Contempt%20-%20Exhibit%20Feaman%20Letter%20to%20Alan%20Re%20St%20Andrews%20Tuition.pdf

b. Pleading filed by PR Attorney Brian O'Connell in Shirley Trust – Ted NOT A VALID TRUSTEE IN SIMON - http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf

c. January 16, 2015 Nevada District Court Ruling - Crystal Cox ruling Eliot and Crystal not associated - http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150116%20Cox%20Bernstein%20Nevada%20RICO%20Order%20Denying%20Motions%20for%20Summary%20Judgement.pdf

20. I replead and re-allege the following in further opposition to any continued improper attempts at a gag order which should be denied and stricken but certainly would require an adversarial evidentiary hearing first not part of the Uniform Motion Calendar Hearing of Jan. 14, 2016 and certainly not in 10 minutes.

21. I have already had to reschedule medical/dental related appointments due to Alan Rose's actions this New Year, I am currently on prescription medication since January 02, 2016, including painkillers and muscle relaxers and am not fit to attend hearings, which is part of the reason for my unavailability this month. This scheduling and notice is improper and

further harassment and this is not the first time Alan Rose has deployed these tactics as the record for the cases reflects.

22. This is nothing but more of the same "sharp practices" and legal process abuses that Alan Rose and Trustee Ted Bernstein have perpetuated throughout the litigation.

23. Florida Licensed attorney (presently) Alan Rose and his client Ted Bernstein fail to point out to this Court their continuing Conflicts of Interest since both Alan Rose and Ted Bernstein have actively worked Against the Interests of the "grandchildren" to Shirley and Simon Bernstein by trying to block $1.7 in Life Insurance proceeds from coming into the Estate.

24. Both attorney Alan Rose and Ted Bernstein have been involved in actions which directly were contrary to the best interests of minor children by refusing to agree to a Continuance of the validity trial in Dec. 2015 even for 30 days so my minor children could have Counsel by Candice Schwager, Esq. and yet now try to claim to come to this court for the welfare of minor children. See,

    a. December 12, 2015 Attorney Candice Schwager Pro Hac Vice Letter to Court http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf

and

    b. December 15, 2015 Phillips Trial Stay http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf

25. Ted Bernstein and Alan Rose have articulated no adequate basis to impose a Gag order.

26. In fact according to the Email Letter sent by attorney Schwager today to Alan Rose (see http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Schwager%20Letter%20to%20Alan%20Rose%20to%20Cancel%20Hearings.pdf) to seek his voluntary withdrawal of this Hearing, even one of the cases cited by Alan Rose actually has the District Court of Appeals reversing a Trial Court's Order closing a Trial from the public: "The orders of the trial court sealing the file and closing the proceedings are REVERSED. The public shall be permitted access to the court file and the transcript or reporter's notes of any proceedings in the trial court. ERVIN, J., concurs. NIMMONS, J., concurs, with written opinion." https://casetext.com/case/florida-freedom-newspapers-v-sirmons

27. There was minimal if virtually any naming of the "grandchildren" and/or "minor children" in the Trial in any event and I should have every right to inspect and have my own copy of the Transcript and this appears to be nothing more than the bully sharp practices of Alan Rose and Ted Bernstein in trying to deny due process and access to the courts and the ability to seek proper appeal, collateral attack and other motions concerning the trial.

28. As attorney Schwager pointed out in her letter, "Thus, it truly appears that your motion is more of a "smoke-screen" and "sharp practices" which are more designed to further delay, obstruct and hinder the due process rights of Eliot Bernstein and his minor children and perhaps others in the truth seeking processes by this motion which must be withdrawn."

29. In one breathe, Alan Rose and Ted Bernstein rush to push a validity Trial through that had been requested years before by Plaintiff Eliot and do so in a manner to Deny Counsel to Minor Children but now that the hour of Truth is at hand where Ted Bernstein's business partner / former business partner Robert Spallina's testimony Admitting to mail fraud, fraudulently creating an Invalid Trust and Fraud Upon the Court in these matters and related

Testimony is about to be available as it should be, Alan Rose and Ted Bernstein are now suddenly (and frantically) the big heroes for minor children and rushing in by an improperly Noticed Hearing to gag truth without providing any specific justification that this will benefit any minor children.

30. Yet, as stated by the very case Alan Rose and Ted Bernstein have cited for this Court, " Preserving the independence and integrity of the judicial process through open and publicly scrutinized judicial proceedings is the issue."
31. "A strong and independent judiciary is the bulwark of a free society. If there were no public access to proceedings before the trial judge, there would be no safeguard for judicial independence nor any assurance of judicial integrity."
32. "It is the existence of the right of access that is critical to the court's autonomy, not the public's exercise of that right. Knowing the public can attend these proceedings and review judicial records helps guarantee that those matters will be conducted with due regard for the public's interest in a fair and impartial judiciary." See, https://casetext.com/case/florida-freedom-newspapers-v-sirmons.
33. Minor children ultimately have to grow up and learn the laws of civil societies.
34. There is nothing in the Transcripts that relates to the actions and behaviors of the minor children and thus Alan Rose and Ted Bernstein have shown ***nothing specific of a compelling nature*** with respect to the minor children and this motion should be struck from the Calendar and denied.
35. Instead the Trial consisted of testimony and actions by Ted Bernstein's business partners and his former counsel to him as fiduciary Robert Spallina and Donald Tescher who admitted to (i) illegally using the Mails to mail a fraudulently created invalid trust to the three minor

children's prior counsel Christine Yates, (ii) that his law firm deposited fraudulent documents in the Court record in the cases, (iii) that he fraudulently used a deceased Personal Representative to Fraudulently close the Estate of Shirley Bernstein in these matters leading to the reopening of the Estate of Shirley and three years of litigation costs and expenses and (iv) that he was under an SEC Consent order for Felony Insider Trading charges and other matters.

36. The SEC Consent Orders[9] for Spallina and Tescher are already of Public Record by the Washington, DC Office of the US SEC itself naming Robert Spallina and Donald Tescher, Ted Bernstein's business partners and former disgraced counsel to him as fiduciary in these matters, who he and Alan Rose allowed to "hold onto" Original records even after Spallina's admitting to fraud that benefited his client Ted directly and also having the firm's paralegal notary public Kimberly Moran admit to criminal charges in this matter of forging documents, fraudulently notarizing them, including Post Mortem for Simon Bernstein and committing multiple frauds on the Court and beneficiaries in these matters.

37. See, " **FOR IMMEDIATE RELEASE 2015-213** *Washington D.C., Sept. 28, 2015* — The Securities and Exchange Commission today charged five Florida residents – including two lawyers and an accountant – with insider trading in advance of the acquisition of Pharmasset

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[9] September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"
http://www.sec.gov/news/pressrelease/2015-213.html
and
September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @
http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf
and
October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf

Inc. by Gilead Sciences Inc. In a complaint filed in federal court in Newark, New Jersey, the SEC alleged that attorneys Robert L. Spallina and Donald R. Tescher and accountant Steven G. Rosen illegally traded on confidential information obtained from a mutual client who served on the board of directors of Princeton, New Jersey-based Pharmasset."

38. Spallina, Tescher, Rosen, Palermo, and Markowitz collectively agreed to pay approximately $489,000 to settle the charges. The settlements are subject to court approval.

39. "Lawyers and accountants occupy special positions of trust and confidence and are required to protect the information entrusted to them by their clients," said Joseph G. Sansone, Co-Chief of the SEC's Market Abuse Unit. "It is illegal for them to steal their clients' confidential information to trade securities for their own profit or to tip others." See, http://www.sec.gov/news/pressrelease/2015-213.html

40. Thus, those matters regarding Ted Bernstein's business partners and prior counsel to him as fiduciaries are already a matter of public record being made public by the federal government.

41. However in the December 15, 2015 Hearing Spallina states to Your Honor that he had not pled guilty to either felony or misdemeanor criminal conduct and yet the Consent Order signed by Spallina directly contradicts his testimony before this Court and this Court should take Judicial Notice and report such misconduct.

42. That SPALLINA perjured his testimony and further misled this court as he did plead guilty of criminal misconduct and the SEC Consent signed by SPALLINA states,

> "2. Defendant [Robert Spallina has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of

Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the "Criminal Action")."

43. Yet, in a December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA perjured himself and stated the following from the hearing transcript Page 93 Lines 14-17[10];

> 14· · · · · ·THE COURT:· You can answer the question, which
> 15· · · is, did you plead to a felony?
> 16· · · · · ·MR. BERNSTEIN:· Sorry, sir.
> 17· · · · · ·THE WITNESS:· I have not.

44. Further, in the SEC Consent signed by SPALLINA reads,

> "12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; aud (iv) stipulates for purposes of exceptions to discharge sot forth in Section 523 of the Bankruptcy Code, 11 U.S.C.. §523. that the allegations in the complaint are true…"

45. No compelling circumstances are shown by Ted Bernstein and his attorney Alan Rose to gag any part of the Trial herein other than what my attorney Candice Schwager says in her Letter Email that the standard in federal court for Pleadings is to simply abbreviate the minor child's name instead of spelling it out such as "J.B.", "D.B", etc. Where none of the parents of the minor children have objected on their children's behalf either.

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[10] December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

46. Nothing else more than that should happen here.

47. Alan Rose and Ted Bernstein's desperate attempt to hide and conceal the Truth of the Trial is just like what the District Court of Appeals found offensive in the case their papers cited, "In essence, one of the parties wished to conduct the proceedings in private to prevent the disclosure of certain information the party would otherwise prefer not be made public. The information is of a somewhat general nature and not specifically tied to a domestic relations case.8The information is not related to the marital relationship nor its breakup, to the welfare of the children, nor to the marital property."

48. "This may be so, but we do not find this reason to be sufficiently compelling, rising to the level that would deny the party an opportunity to receive a fair trial, to justify closing these proceedings." District Court of Appeal of Florida, First District. 508 So.2d 462 (Fla. Dist. Ct. App. 1987) https://casetext.com/case/florida-freedom-newspapers-v-sirmons

49. Having acted to repeatedly Deny minor children Counsel by denial of proper Trust funds and thus deny minor children rights, these actions now by Ted Bernstein and Alan Rose are a sham and must be denied.

50. Ted Bernstein would have this Court disregard and deny the actual history of fraud and abusive, bullying, extortive, illegal and coercive tactics and conduct of he and his business partners and his former counsel against Minor children as if Ted Bernstein had the Court on his own Payroll. See, May 6, 2013 Emergency Motion[11] and See Motion on St. Andrew's School[12],

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[11] May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf

[12] August 24, 2014 Emergency Motion http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140824%20Amended%20Emergency%20Motion%20to%20Compel%20Eliot%20School%20Saint%20Andrews%20Payments.pdf

51. I, Eliot Bernstein, further renews and reminds this Court that it lacks jurisdiction to hear the matter as this Court was mandatorily disqualified at least as of Dec. 4, 2015[13] and was further moved to mandatory disqualify Dec.28, 2015[14] and thus no further action may be taken at this time beyond mandatory Disqualification.

WHEREFORE, it is respectfully prayed for an Order mandatorily Disqualifying Judge John L. Phillips, striking or alternatively Continuing the motions of Steven Lessnee and Oppenheimer until after a properly scheduled, noticed and held Case Management Conference for a "complex" case, proper Discovery, depositions and proper evidentiary hearings held first, sanctions against Alan Rose and Ted Bernstein and such other and further relief as may be just and proper.

Dated: January 13, 2016

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

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 13th day of January, 2016.

[13] December 04, 2015 Disqualification of Judge Phillips
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf

[14] Dec 28, 2015 Disqualification of Judge Phillips
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%2015,%202015%20ECF%20STAMPED%20COPY.pdf
and
Corrections
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf

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

SERVICE LIST

COUNTER DEFENDANT Robert L. Spallina, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com	**COUNTER DEFENDANT** Ted Bernstein, Indvidually 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	**COUNTER DEFENDANT** John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401
COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com	**COUNTER DEFENDANT** Ted Bernstein Life Insurance Concepts et al. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	**COUNTER DEFENDANT** Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com
COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com	**COUNTER DEFENDANT & COUNSEL TO TED BERNSTEIN SERVED** Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401	**Counter Defendant** TESCHER & SPALLINA, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com

ddustin@tescherspallina.com kmoran@tescherspallina.com	arose@pm-law.com and arose@mrachek-law.com	
	Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com	**Counter Defendant** Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com
Counter Defendant L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com	**Counter Defendant** Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com	**Counter Defendant** Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com
Counter Defendant Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com	**Counter Defendant** Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com	Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com
Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com	Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com	

lisa.friedstein@gmail.com lisa@friedsteins.com		

COUNTER DEFENDANT Gerald R. Lewin CBIZ MHM, LLC 1675 N Military Trail Fifth Floor Boca Raton, FL 33486 jlewin@cbiz.com	**COUNTER DEFENDANT** Clair A. Rood, Jr. Senior Managing Director **COUNTER DEFENDANT** CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC 175 South West Temple, Suite 650 Salt Lake City, UT 84101 crood@cbiz.com	**COUNTER DEFENDANT** Joseph M Leccese Chairman of the Firm **COUNTER DEFENDANT** Proskauer Eleven Times Square New York, NY 10036 t: 212.969.3000 f: 212.969.2900 info@proskauer.com jleccese@proskauer.com
COUNTER DEFENDANT Albert Gortz, Esq. Proskauer Rose LLP One Boca Place 2255 Glades Road Suite 421 Atrium Boca Raton, FL 33431-7360 agortz@proskauer.com	**COUNTER DEFENDANT** Christopher Stroup Chairman of the Board of Directors and Chief Executive Officer Heritage Union A member of WiltonRe Group of Companies 187 Danbury Road Wilton, CT 06897 cstroup@wiltonre.com msarlitto@wiltonre.com	**COUNTER DEFENDANT SERVED** Steven Lessne, Esq. Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 steven.lessne@gray-robinson.com
COUNTER DEFENDANT Byrd F. "Biff" Marshall, Jr. President & Managing Director Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 biff.marshall@gray-robinson.com	**COUNTER DEFENDANT** T&S Registered Agents, LLC Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com dtescher@tescherspallina.com	**COUNTER DEFENDANT** Chicago Title Land Trust Company 10 S. LaSalle Street, Suite 2750 Chicago, IL 60603 David Lanciotti, Exec Vice Pres and General Counsel David.Lanciotti@ctt.com
COUNTER DEFENDANT	**COUNTER DEFENDANT**	**COUNTER DEFENDANT**

Dennis McNamara Executive Vice President and General Counsel Oppenheimer & Co. Inc. Corporate Headquarters 125 Broad Street New York, NY 10004 800-221-5588 Dennis.mcnamara@opco.com info@opco.com	Hunt Worth, Esq. President Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 302-792-3500 hunt.worth@opco.com	Dennis G. Bedley Chairman of the Board, Director and Chief Executive Officer Legacy Bank of Florida Glades Twin Plaza 2300 Glades Road Suite 120 West – Executive Office Boca Raton, FL 33431 info@legacybankfl.com DBedley@LegacyBankFL.com
COUNTER DEFENDANT Neil Wolfson President & Chief Executive Officer Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001 nwolfson@wilmingtontrust.com	**COUNTER DEFENDANT** Ralph S. Janvey Krage & Janvey, L.L.P. Federal Court Appointed Receiver Stanford Financial Group 2100 Ross Ave, Dallas, TX 75201 rjanvey@kjllp.com	**COUNTER DEFENDANT** James Dimon Chairman of the Board and Chief Executive Officer JP Morgan Chase & CO. 270 Park Ave. New York, NY 10017-2070 Jamie.dimon@jpmchase.com
COUNTER DEFENDANT Janet Craig Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 Janet.Craig@opco.com	**COUNTER DEFENDANT** William McCabe Oppenheimer & Co., Inc. 85 Broad St Fl 25 New York, NY 10004 William.McCabe@opco.com	

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

PROBATE DIVISION

JUDGE JOHN PHILLIPS

CASE NO.: 502014CP002815XXXXNB (IH)

OPPENHEIMER TRUST COMPANY
OF DELAWARE, in its capacity as
Resigned Trustee of the Simon Bernstein
Irrevocable Trusts created for the benefit
of Joshua, Jake and Daniel Bernstein,

Petitioner,

Response in Opposition To Omnibus Motion Filed Jan 07. 2016 by Lessnee-Oppenheimer

vs.

ELIOT AND CANDICE BERNSTEIN,
in their capacity as parents and natural
guardians of JOSHUA, JAKE AND
DANIEL BERNSTEIN, minors,

Respondents.
_____/

RESPONSE IN OPPOSITION TO OMNIBUS MOTION...Filed Jan 07, 2016

COMES NOW, Eliot Ivan Bernstein ("Eliot") and Candice Michelle Bernstein ("Candice"), both PRO SE as Guardians for their three minor children ("Respondents") and hereby files this "**Response in Opposition To Omnibus Motion…" Filed Jan 07. 2016**" and in support thereof states, as follows:

1. I oppose the motion by Steven Lessne in this case and the related motion by Alan M. Rose in what should be deemed a "complex" case, these motions seeking to appoint a Guardian for

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 1/13/2016 7:17:21 PM ***

my children and oppose his motion for any "gag" order and since an Evidentiary Hearing and Testimony are both necessary with respect to the factual pleadings by Steven Lessne and such evidence and testimony including my own testimony on both matters which would last well beyond 30 minutes alone it is inappropriate and improper process to achieve anything at the Uniform Motion Calendar Hearing on Jan. 14, 2016 beyond Scheduling of Compliance for outstanding Discovery and Production, depositions and then an evidentiary hearing and a proper Case Management Conference for this "Complex" case.

2. This, however, naturally raises the issue of Lessne being a "resigned" Trustee and thus lacking standing herein and the Court should otherwise first schedule hearings on the motions in the related complex cases to remove Ted Bernstein as Trustee for not being qualified under the language of the trusts, for misconduct in fiduciary capacity, for waste and fraud upon the estate and other matters wherein even this very response by myself in this filing has been delayed by Representations by Creditor William Stansbury that his Florida Licensed Attorney Peter Feaman would be filing yesterday with the Court and Alan Rose a request to delay any hearing on these motions until a Status Conference / Case Management Conference for the Orderly scheduling of further hearings wherein Peter Feaman already notified this Court on Sept. 15, 2015 that removal of Ted Bernstein as Trustee should be the first order of business instead of a validity trial with Ted Bernstein as Trustee, but whereupon this Court improperly moved to Schedule Trial in Shirley Bernstein's Trust case which was Not Notified for the Case Management Conference requested by the current PR of Simon's Estate being Mr. Brian O'Connell and Joy Foglietta of the Ciklin Lubitz Martens & O'Connell firm who filed the Notice to bring the matter up for the Case Management Conference on Sept. 1`5, 2015 in the first instance.

3. Thus, both alleged Creditor William Stansbury and Florida Licensed Attorney Peter Feaman are both Necessary Witnesses in relation to the Integrity of these proceedings and the good faith efforts I have undertaken to uncover fraud upon the Court and in the Court which is directly relevant to resolution of any sham claim by attorney Steven Lessne or Alan Rose regarding guardianship, both being Florida licensed attorneys who have directly Mislead this Court in many ways including but not limited to falsely citing language from other Court orders such as Southern District of New York Judge Shira Scheindlin, or Alan Rose falsely claiming during the alleged validity trial that there has been no prior Order for Production of all Original Records by Tescher and Spallina when in fact this was part of the Discharge Order of Judge Colin to the extent any such Order of Judge Colin remains valid. See, Order of Colin on Production[1].

4. Specifically, Alan Rose, a Served Counter Defendant in the related action in this complex case has knowingly misquoted an Order of SDNY Judge Shira Scheindlin by falsely portraying a Proskauer Rose proposed language in an Order as an actual Order, quote, finding of Hon. Judge Scheindlin herself and while this conduct recently occurred in matters before the 4th DCA[2], this evidence is representative of the sharp practices that Alan Rose and Ted Bernstein have employed to avoid full and fair hearings, obstruct due process, and obscure actual truth seeking processes acting in conflict of interest and more while simultaneously not only denying proper funds for myself to obtain proper counsel for my minor children and myself but further denied retained Texas attorney Candice Schwager

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[1] February 18, 2014 Colin Order Regarding Turning Over ALL Records to Curator
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf

[2] December 17, 2015 Sur Reply Showing Alan Rose Misquoting Federal Judge Shira Scheindlin Order
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151217%204th%20DCA%20Rose%20Ted%20Sur%20Reply%20Dec%2016%202015.pdf

documents to review for her to further an application to be admitted pro hac vice after having opportunity to scope potential conflicts of interest between myself and minor children.

5. Alan Rose falsely stated to this Court at the Case Management Conference[3] that no hearings were held prior for guardianship hearings but yet Alan Rose had only a year earlier been denied[4] by Judge Colin who claimed Eliot and Candice did not need Guardians for their children and yet Alan Rose and Lessnee not only file similar false pleadings but move in coordination in their sharp practices where both Alan Rose and Lessnee should now be Witnesses.
6. Thus, attorney Alan Rose's conduct himself in these proceedings has relevance to both Lessne and Oppenheimer's sham motion as well as Rose's sham motion for guardianship since Rose and Ted Bernstein's own conduct has caused waste and harm to beneficiaries and delayed and obstructed the fact finding and truth seeking processes of this court and thus right there alone are 3 Witnesses in addition to myself that should be part of any Evidentiary hearing relating to appointment of a Guardianship and thus arriving at a Schedule would be the most that can happen on Jan. 14, 2016, or at least should be the most that can happen on this date.
7. In fact, Florida licensed attorney Peter Feaman has directly prepared pleadings and correspondence showing myself as being the only sibling in these cases to expose fraud and forgery and other proper matters in these cases and eligible to be a Successor Trustee. See, below.

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[3] September 15, 2015 Case Management Hearing Transcript Scheduled In Simon Estate ONLY, Page 28 Line 7-16
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf

[4] August 14, 2014 Order DENYING GUARDIAN
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf

8. See filings by Peter Feaman on behalf of alleged Creditor William Stansbury relevant to the sham filing for Guardianship by Alan Rose on behalf of Ted Bernstein.

    a. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140217%20Stansbury%20Response%20in%20Opposition.pdf Page 4-6 (C)

    b. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140522%20JOINDER%20IN%20PETITION%20FILED%20BY%20ELIOT%20IVAN%20BERNSTEIN%20FOR%20REMOVAL%20OF%20TRUSTEE%20AND%20FOR%20TRUST%20ACCOUNTING.pdf

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

9. Then of course is the letter by Florida Licensed attorney Peter Feaman from August of 2014, nearly 17 months ago claiming PR Brian O'Connell had an absolute "duty" to file to Remove Ted Bernstein in showing failure to provide Accountings, waste of Trust assets and other matters, yet no action taken by PR O'Connell and no present follow-up by Peter Feaman although as indicated I have been delayed in this very filing by Representations of William Stansbury that Peter Feaman would be filing with the Court relative to these matters including holding hearings off until a Status or Case Management Conference but has yet to do that either, although it was represented it would be filed Tuesday, Jan., 12, 2016 further knowing I had filed for Unavailability with this Court which was served upon Alan Rose and further filed in my last opposition to the Gag order that I was under medication and needing medical care. See,

a. August 29, 2014 Letter from Attorney at Law Peter Feaman, Esq. to Personal Representative Attorney Brian O'Connell re Conflicts and more of Ted and Alan Rose.
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf

b. December 16, 2014, Letter from Attorney Peter Feaman to PR and Attorney Brian O'Connell Letter re O' Connell's Absolute Duty to Remove Ted – http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20

c. Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf

d. September 19, 2014 Attorney Peter Feaman to PR Attorney Brian O'Connell re Assets of Estates - http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140919%20Feaman%20Letter%20to%20Brian%20Oconnell%20re%20assets%20of%20Simon%20Estate%209%2019%2014.pdf

10. William Stansbury is further a necessary Witness as he has information relating to an ongoing Federal investigation of Ted Bernstein by the US Dept. of Labor in relation to Ted Bernstein's fiduciary actions as Plan Administrator / Trustee involving Arbitrage International an asset of the Estate and Trusts where it is likely that further financial harm to beneficiaries including my minor children has occurred according to William Stansbury and yet Alan Rose and Ted Bernstein have not only failed to Disclose these matters to the Court and parties but further failed to disclose these matters in an alleged Meeting involving Bernstein Holdings and Bernstein Family Investments where Ted Bernstein and Alan Rose .

11. Further that the Estate itself by and through Brian O'Connell and Joy Foglietta has failed to account for or provide Documents and Records that should have been in their Custody despite prior Court Ordered Production[5] upon the former PR's, Tescher and Spallina, after their removal after admissions to fraudulently altering and creating a fraudulent Shirley Trust that Alan Rose misleads this Court about there being no such Court Order during an alleged Validity Trial[6] and having multiple cross examination questions sustained as a result of such misstatement to the Court where it appears that in ***contempt of such order*** for Tescher & Spallina to Produce and turn over all Originals and files, Alan Rose, alleged Fiduciary and Trustee Ted Bernstein, Brian O'Connell and Joy Foglietta and potentially others have left "Original" documents and files instead in the Custody of Tescher & Spallina where Spallina has now admitted to fraud upon beneficiaries and their counsel, mail fraud, fraud upon the Court in the filings his office prepared and other crimes and misconduct during the alleged "validity" trial before Your Honor where the PRs O'Connell & Foglietta are ***wholly and conspicuously absent from the "Validity trial"*** (despite having pleaded to the Court in the Shirley Trust Construction case that Ted was NOT A VALID TRUSTEE[7] in the SIMON TRUST, which would have materially affected the outcome of such hearing on the Simon Trust case and Ted's ability to argue the validity in the first place) among many other "***missing Witnesses"*** at the alleged validity Trial such as Traci Kratish, Diana Banks, Donald

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[5] February 18, 2014 Court Ordered Production of ALL Records of Tescher and Spallina to Curator http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf

[6] December 15, 2015 Validity Hearing Transcript - Transcript Page 123 Lines 10-18 & Page 124 3-7 and Pages 124 Line 17 to 125 Line 17. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf

[7] February 17, 2015 Answer Affirmative Defenses Filed by PR Attorney Brian O'Connell stating Ted is NOT A VALID TRUSTEE under the terms of the Trust. http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf

Tescher, unknown signatory witnesses, leaving the Estate of Simon Bernstein ***without counsel*** despite the fact that one of the First Orders of Business PRs O'Connell and Foglietta should have sought at the Case Management Conference held Sept. 15, 2015 which was Held and Noticed only in the Estate of Simon Bernstein is a Compliance Order to obtain all the "Originals" and files/documents from Tescher & Spallina so proper Discovery and Production could occur to prove validity but instead results in an improperly schedule Trial in Shirley's Trust case which was not Noticed for Sept. 15, 2015 as required in the procedural rules of the Court.

12. Licensed attorney Peter Feaman and his client alleged Creditor William Stansbury further being Witnesses as both claimed to have observed Donald Tescher at the Courthouse after the validity trial yet was not produced by Alan Rose suggesting Tescher's presence was under Alan Rose's control.
13. Thus, Brian O'Connell and Joy Foglietta should further be called as Necessary Witnesses in relation to the integrity of proceedings and were further factual Witnesses in relation to missing documents, missing production, missing business records and intertwined in conduct with Alan Rose in sudden emerging "original" documents from the St. Andrew's Home allegedly for the Oppenheimer matters and other dispositive Estate and Trust documents yet Creditor William Stansbury had previously stated that his Florida licensed attorney Peter Feaman suggested that a Meeting at his Office and or Brian O'Connell's Office and inviting the Palm Beach County Sheriff's for Criminal investigation and prosecution of Ted Bernstein in relation to the missing Tangible Personal Property ("TTP") should occur, thus intertwining all of the various parties as witnesses in relation to any Guardianship hearing and necessity.

14. While I understand it was filed in a different case number, Steven Lessne is intertwined with Rose on numerous issues including not only the sudden emergence of "original" documents in the Oppenheimer case but further the sharp practices conduct wherein Lessne has ***directly mislead this Court*** by an almost identical sharp practice of Alan Rose where Southern District of New York Judge Hon. Shira Scheindlin is again knowingly misquoted wherein Lessne claims Judge Scheindlin issued some nationwide injunction against me again misquoting language "proposed" by Proskauer Rose where in actuality the language Judge Scheindlin determined in the Order was as follows: "IV. CONCLUSION For the foregoing reasons, a monetary sanction in the amount of $3,500 is hereby imposed on Bernstein as is the injunctive sanction described above. The money is to be paid to the Clerk of the Court, Southern District of New York, forthwith. If Bernstein ignores the monetary sanction, defendants may obtain an enforceable judgment in the amount of $3,500. If Bernstein continues to file motions in this case, he may be subject to additional monetary sanctions. The Clerk of the Court is directed to close the motion for sanctions (Docket Entry # 145). Dated: 14 New York, New York August 29, 2013 Opposition at 13. 7[8] ".
15. Thus, the only injunctive limitation determined by SDNY Judge Scheindlin is that if I file motions "***in this case"***, being the SDNY case, I "***may be subject to additional monetary sanctions",*** thus showing Lessne himself directly misleading this Court as a Florida licensed attorney.
16. The Court should note that Lessne left his firm Gray Robinson and took with him the Bernstein / Oppenheimer case as he transitioned to Alan Rose's prior law firm Gunster.

[8] August 29, 2013 Order the Most Honorable Shira A. Scheindlin
http://www.iviewit.tv/20130829%20Scheindlin%20Order%20Sanctioning%20Bernstein.pdf

17. To the extent any Order of Judge Colin remains valid, he has already ruled upon motions by Alan Rose and Ted Bernstein on Guardianship and the related matters and DENIED those matters. See below Orders Colin in Rose Denial Guardian Shirley Trust Construction stating no Guardian necessary and Oppenheimer denial of same, This renewed attempt on virtually the same grounds constitutes further harassment and a 2nd bite at apple hoping for a better outcome than with Judge Colin.

    a. Oppenheimer Denial

    http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20141107%20Omnibus%20Order%20Colin%20Oppenheimer%20Case.pdf

    b. Rose Trust Construction Denial

    http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf

    c. Order Denying Contempt Against Eliot -

    http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150504%20Order%20on%20Motion%20to%20Hold%20Eliot%20Bernstein%20in%20Contempt%20DENIED.pdf

18. There has been no "construction" hearing scheduled much less any full and fair hearing after proper discovery and depositions.

19. Moreover, alleged Creditor William Stansbury's attorney has previously written to Rose directly regarding Rose's conflicts of interest and other matters of testimony relevant at any hearing as follows:

a. August 08, 2014 Feaman Letters to Rose http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140808%20Response%20to%20Motion%20for%20Contempt%20-%20Exhibit%20Feaman%20Letter%20to%20Alan%20Re%20St%20Andrews%20Tuition.pdf

b. Pleading filed by PR Attorney Brian O'Connell in Shirley Trust – Ted NOT A VALID TRUSTEE IN SIMON - http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf

c. January 16, 2015 Nevada District Court Ruling - Crystal Cox ruling Eliot and Crystal not associated - http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150116%20Cox%20Bernstein%20Nevada%20RICO%20Order%20Denying%20Motions%20for%20Summary%20Judgement.pdf

20. I replead and re-allege the following in further opposition to any continued improper attempts at a gag order which should be denied and stricken but certainly would require an adversarial evidentiary hearing first not part of the Uniform Motion Calendar Hearing of Jan. 14, 2016 and certainly not in 10 minutes.

21. I have already had to reschedule medical/dental related appointments due to Alan Rose's actions this New Year, I am currently on prescription medication since January 02, 2016, including painkillers and muscle relaxers and am not fit to attend hearings, which is part of the reason for my unavailability this month. This scheduling and notice is improper and

further harassment and this is not the first time Alan Rose has deployed these tactics as the record for the cases reflects.

22. This is nothing but more of the same "sharp practices" and legal process abuses that Alan Rose and Trustee Ted Bernstein have perpetuated throughout the litigation.

23. Florida Licensed attorney (presently) Alan Rose and his client Ted Bernstein fail to point out to this Court their continuing Conflicts of Interest since both Alan Rose and Ted Bernstein have actively worked Against the Interests of the "grandchildren" to Shirley and Simon Bernstein by trying to block $1.7 in Life Insurance proceeds from coming into the Estate.

24. Both attorney Alan Rose and Ted Bernstein have been involved in actions which directly were contrary to the best interests of minor children by refusing to agree to a Continuance of the validity trial in Dec. 2015 even for 30 days so my minor children could have Counsel by Candice Schwager, Esq. and yet now try to claim to come to this court for the welfare of minor children. See,

    a. December 12, 2015 Attorney Candice Schwager Pro Hac Vice Letter to Court http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf

and

    b. December 15, 2015 Phillips Trial Stay http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf

25. Ted Bernstein and Alan Rose have articulated no adequate basis to impose a Gag order.

26. In fact according to the Email Letter sent by attorney Schwager today to Alan Rose (see http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Schwager%20Letter%20to%20Alan%20Rose%20to%20Cancel%20Hearings.pdf) to seek his voluntary withdrawal of this Hearing, even one of the cases cited by Alan Rose actually has the District Court of Appeals reversing a Trial Court's Order closing a Trial from the public: "The orders of the trial court sealing the file and closing the proceedings are REVERSED. The public shall be permitted access to the court file and the transcript or reporter's notes of any proceedings in the trial court. ERVIN, J., concurs. NIMMONS, J., concurs, with written opinion." https://casetext.com/case/florida-freedom-newspapers-v-sirmons

27. There was minimal if virtually any naming of the "grandchildren" and/or "minor children" in the Trial in any event and I should have every right to inspect and have my own copy of the Transcript and this appears to be nothing more than the bully sharp practices of Alan Rose and Ted Bernstein in trying to deny due process and access to the courts and the ability to seek proper appeal, collateral attack and other motions concerning the trial.

28. As attorney Schwager pointed out in her letter, "Thus, it truly appears that your motion is more of a "smoke-screen" and "sharp practices" which are more designed to further delay, obstruct and hinder the due process rights of Eliot Bernstein and his minor children and perhaps others in the truth seeking processes by this motion which must be withdrawn."

29. In one breathe, Alan Rose and Ted Bernstein rush to push a validity Trial through that had been requested years before by Plaintiff Eliot and do so in a manner to Deny Counsel to Minor Children but now that the hour of Truth is at hand where Ted Bernstein's business partner / former business partner Robert Spallina's testimony Admitting to mail fraud, fraudulently creating an Invalid Trust and Fraud Upon the Court in these matters and related

Testimony is about to be available as it should be, Alan Rose and Ted Bernstein are now suddenly (and frantically) the big heroes for minor children and rushing in by an improperly Noticed Hearing to gag truth without providing any specific justification that this will benefit any minor children.

30. Yet, as stated by the very case Alan Rose and Ted Bernstein have cited for this Court, " Preserving the independence and integrity of the judicial process through open and publicly scrutinized judicial proceedings is the issue."
31. "A strong and independent judiciary is the bulwark of a free society. If there were no public access to proceedings before the trial judge, there would be no safeguard for judicial independence nor any assurance of judicial integrity."
32. "It is the existence of the right of access that is critical to the court's autonomy, not the public's exercise of that right. Knowing the public can attend these proceedings and review judicial records helps guarantee that those matters will be conducted with due regard for the public's interest in a fair and impartial judiciary." See, https://casetext.com/case/florida-freedom-newspapers-v-sirmons.
33. Minor children ultimately have to grow up and learn the laws of civil societies.
34. There is nothing in the Transcripts that relates to the actions and behaviors of the minor children and thus Alan Rose and Ted Bernstein have shown ***nothing specific of a compelling nature*** with respect to the minor children and this motion should be struck from the Calendar and denied.
35. Instead the Trial consisted of testimony and actions by Ted Bernstein's business partners and his former counsel to him as fiduciary Robert Spallina and Donald Tescher who admitted to (i) illegally using the Mails to mail a fraudulently created invalid trust to the three minor

children's prior counsel Christine Yates, (ii) that his law firm deposited fraudulent documents in the Court record in the cases, (iii) that he fraudulently used a deceased Personal Representative to Fraudulently close the Estate of Shirley Bernstein in these matters leading to the reopening of the Estate of Shirley and three years of litigation costs and expenses and (iv) that he was under an SEC Consent order for Felony Insider Trading charges and other matters.

36. The SEC Consent Orders[9] for Spallina and Tescher are already of Public Record by the Washington, DC Office of the US SEC itself naming Robert Spallina and Donald Tescher, Ted Bernstein's business partners and former disgraced counsel to him as fiduciary in these matters, who he and Alan Rose allowed to "hold onto" Original records even after Spallina's admitting to fraud that benefited his client Ted directly and also having the firm's paralegal notary public Kimberly Moran admit to criminal charges in this matter of forging documents, fraudulently notarizing them, including Post Mortem for Simon Bernstein and committing multiple frauds on the Court and beneficiaries in these matters.

37. See, " **FOR IMMEDIATE RELEASE 2015-213** *Washington D.C., Sept. 28, 2015* — The Securities and Exchange Commission today charged five Florida residents – including two lawyers and an accountant – with insider trading in advance of the acquisition of Pharmasset

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[9] September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"
http://www.sec.gov/news/pressrelease/2015-213.html
and
September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @
http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf
and
October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf

Inc. by Gilead Sciences Inc. In a complaint filed in federal court in Newark, New Jersey, the SEC alleged that attorneys Robert L. Spallina and Donald R. Tescher and accountant Steven G. Rosen illegally traded on confidential information obtained from a mutual client who served on the board of directors of Princeton, New Jersey-based Pharmasset."

38. Spallina, Tescher, Rosen, Palermo, and Markowitz collectively agreed to pay approximately $489,000 to settle the charges. The settlements are subject to court approval.

39. "Lawyers and accountants occupy special positions of trust and confidence and are required to protect the information entrusted to them by their clients," said Joseph G. Sansone, Co-Chief of the SEC's Market Abuse Unit. "It is illegal for them to steal their clients' confidential information to trade securities for their own profit or to tip others." See, http://www.sec.gov/news/pressrelease/2015-213.html

40. Thus, those matters regarding Ted Bernstein's business partners and prior counsel to him as fiduciaries are already a matter of public record being made public by the federal government.

41. However in the December 15, 2015 Hearing Spallina states to Your Honor that he had not pled guilty to either felony or misdemeanor criminal conduct and yet the Consent Order signed by Spallina directly contradicts his testimony before this Court and this Court should take Judicial Notice and report such misconduct.

42. That SPALLINA perjured his testimony and further misled this court as he did plead guilty of criminal misconduct and the SEC Consent signed by SPALLINA states,

> "2. Defendant [Robert Spallina has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of

Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the "Criminal Action")."

43. Yet, in a December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA perjured himself and stated the following from the hearing transcript Page 93 Lines 14-17[10];

> 14· · · · · ·THE COURT:· You can answer the question, which
> 15· · · is, did you plead to a felony?
> 16· · · · · ·MR. BERNSTEIN:· Sorry, sir.
> 17· · · · · ·THE WITNESS:· I have not.

44. Further, in the SEC Consent signed by SPALLINA reads,

> "12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; aud (iv) stipulates for purposes of exceptions to discharge sot forth in Section 523 of the Bankruptcy Code, 11 U.S.C.. §523. that the allegations in the complaint are true…"

45. No compelling circumstances are shown by Ted Bernstein and his attorney Alan Rose to gag any part of the Trial herein other than what my attorney Candice Schwager says in her Letter Email that the standard in federal court for Pleadings is to simply abbreviate the minor child's name instead of spelling it out such as "J.B.", "D.B", etc. Where none of the parents of the minor children have objected on their children's behalf either.

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[10] December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT

46. Nothing else more than that should happen here.

47. Alan Rose and Ted Bernstein's desperate attempt to hide and conceal the Truth of the Trial is just like what the District Court of Appeals found offensive in the case their papers cited, "In essence, one of the parties wished to conduct the proceedings in private to prevent the disclosure of certain information the party would otherwise prefer not be made public. The information is of a somewhat general nature and not specifically tied to a domestic relations case.8The information is not related to the marital relationship nor its breakup, to the welfare of the children, nor to the marital property."

48. "This may be so, but we do not find this reason to be sufficiently compelling, rising to the level that would deny the party an opportunity to receive a fair trial, to justify closing these proceedings." District Court of Appeal of Florida, First District. 508 So.2d 462 (Fla. Dist. Ct. App. 1987) https://casetext.com/case/florida-freedom-newspapers-v-sirmons

49. Having acted to repeatedly Deny minor children Counsel by denial of proper Trust funds and thus deny minor children rights, these actions now by Ted Bernstein and Alan Rose are a sham and must be denied.

50. Ted Bernstein would have this Court disregard and deny the actual history of fraud and abusive, bullying, extortive, illegal and coercive tactics and conduct of he and his business partners and his former counsel against Minor children as if Ted Bernstein had the Court on his own Payroll. See, May 6, 2013 Emergency Motion[11] and See Motion on St. Andrew's School[12],

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[11] May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf

[12] August 24, 2014 Emergency Motion http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140824%20Amended%20Emergency%20Motion%20to%20Compel%20Eliot%20School%20Saint%20Andrews%20Payments.pdf

51. I, Eliot Bernstein, further renews and reminds this Court that it lacks jurisdiction to hear the matter as this Court was mandatorily disqualified at least as of Dec. 4, 2015[13] and was further moved to mandatory disqualify Dec.28, 2015[14] and thus no further action may be taken at this time beyond mandatory Disqualification.

WHEREFORE, it is respectfully prayed for an Order mandatorily Disqualifying Judge John L. Phillips, striking or alternatively Continuing the motions of Steven Lessnee and Oppenheimer until after a properly scheduled, noticed and held Case Management Conference for a "complex" case, proper Discovery, depositions and proper evidentiary hearings held first, sanctions against Alan Rose and Ted Bernstein and such other and further relief as may be just and proper.

Dated: January 13, 2016

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

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 13th day of January, 2016.

[13] December 04, 2015 Disqualification of Judge Phillips
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf

[14] Dec 28, 2015 Disqualification of Judge Phillips
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%2015,%202015%20ECF%20STAMPED%20COPY.pdf
and
Corrections
http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf

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

SERVICE LIST

COUNTER DEFENDANT Robert L. Spallina, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com	**COUNTER DEFENDANT** Ted Bernstein, Indvidually 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	**COUNTER DEFENDANT** John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401
COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com	**COUNTER DEFENDANT** Ted Bernstein Life Insurance Concepts et al. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	**COUNTER DEFENDANT** Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com
COUNTER DEFENDANT Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com	**COUNTER DEFENDANT & COUNSEL TO TED BERNSTEIN SERVED** Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401	**Counter Defendant** TESCHER & SPALLINA, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com

ddustin@tescherspallina.com kmoran@tescherspallina.com	arose@pm-law.com and arose@mrachek-law.com	
	Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com	**Counter Defendant** Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com
Counter Defendant L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com	**Counter Defendant** Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com	**Counter Defendant** Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com
Counter Defendant Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com	**Counter Defendant** Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com	Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com
Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com	Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com	

lisa.friedstein@gmail.com lisa@friedsteins.com		

COUNTER DEFENDANT Gerald R. Lewin CBIZ MHM, LLC 1675 N Military Trail Fifth Floor Boca Raton, FL 33486 jlewin@cbiz.com	**COUNTER DEFENDANT** Clair A. Rood, Jr. Senior Managing Director **COUNTER DEFENDANT** CBIZ Accounting, Tax & Advisory of Utah, LLC / CBIZ MHM, LLC 175 South West Temple, Suite 650 Salt Lake City, UT 84101 crood@cbiz.com	**COUNTER DEFENDANT** Joseph M Leccese Chairman of the Firm **COUNTER DEFENDANT** Proskauer Eleven Times Square New York, NY 10036 t: 212.969.3000 f: 212.969.2900 info@proskauer.com jleccese@proskauer.com
COUNTER DEFENDANT Albert Gortz, Esq. Proskauer Rose LLP One Boca Place 2255 Glades Road Suite 421 Atrium Boca Raton, FL 33431-7360 agortz@proskauer.com	**COUNTER DEFENDANT** Christopher Stroup Chairman of the Board of Directors and Chief Executive Officer Heritage Union A member of WiltonRe Group of Companies 187 Danbury Road Wilton, CT 06897 cstroup@wiltonre.com msarlitto@wiltonre.com	**COUNTER DEFENDANT SERVED** Steven Lessne, Esq. Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 steven.lessne@gray-robinson.com
COUNTER DEFENDANT Byrd F. "Biff" Marshall, Jr. President & Managing Director Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 biff.marshall@gray-robinson.com	**COUNTER DEFENDANT** T&S Registered Agents, LLC Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com dtescher@tescherspallina.com	**COUNTER DEFENDANT** Chicago Title Land Trust Company 10 S. LaSalle Street, Suite 2750 Chicago, IL 60603 David Lanciotti, Exec Vice Pres and General Counsel David.Lanciotti@ctt.com
COUNTER DEFENDANT	**COUNTER DEFENDANT**	**COUNTER DEFENDANT**

Dennis McNamara Executive Vice President and General Counsel Oppenheimer & Co. Inc. Corporate Headquarters 125 Broad Street New York, NY 10004 800-221-5588 Dennis.mcnamara@opco.com info@opco.com	Hunt Worth, Esq. President Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 302-792-3500 hunt.worth@opco.com	Dennis G. Bedley Chairman of the Board, Director and Chief Executive Officer Legacy Bank of Florida Glades Twin Plaza 2300 Glades Road Suite 120 West – Executive Office Boca Raton, FL 33431 info@legacybankfl.com DBedley@LegacyBankFL.com
COUNTER DEFENDANT Neil Wolfson President & Chief Executive Officer Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001 nwolfson@wilmingtontrust.com	**COUNTER DEFENDANT** Ralph S. Janvey Krage & Janvey, L.L.P. Federal Court Appointed Receiver Stanford Financial Group 2100 Ross Ave, Dallas, TX 75201 rjanvey@kjllp.com	**COUNTER DEFENDANT** James Dimon Chairman of the Board and Chief Executive Officer JP Morgan Chase & CO. 270 Park Ave. New York, NY 10017-2070 Jamie.dimon@jpmchase.com
COUNTER DEFENDANT Janet Craig Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 Janet.Craig@opco.com	**COUNTER DEFENDANT** William McCabe Oppenheimer & Co., Inc. 85 Broad St Fl 25 New York, NY 10004 William.McCabe@opco.com	

FILED

16 MAR -2 PM 2:00

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
NORTH COUNTY BRANCH

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXNB (IH)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

ORDER APPOINTING GUARDIAN *AD LITEM* FOR MINORS, JOSHUA, JAKE AND DANIEL BERNSTEIN

THIS CAUSE came before the Court at an evidentiary hearing held on February 25, 2016 upon the *Omnibus Motion (I) To Appoint A Guardian Ad Litem For The Minor Beneficiaries Of The "Grandchildren Trusts;" (II) To Hold Eliot And Candice Bernstein In Contempt Of Court For Their Continued Violation Of A Court Order And Repeated Statements Assaulting The Dignity Of The Court; And (III) To Establish A Schedule And Protocol For Accounting And Turnover Proceedings* (the "Motion") filed by Petitioner, Oppenheimer Trust Company Of Delaware ("Oppenheimer"), in its capacity as the resigned trustee of three Irrevocable Trusts settled by Simon Bernstein on September 7, 2006 for the benefit of his grandchildren, minors, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"). Having considered the Motion

and the arguments of the parties, taken judicial notice of the matters requested in the Motion, and being otherwise duly advised in the premises, the Court rules as follows:

1. The sole beneficiaries of the Grandchildren Trusts, and the only real parties in interest in this litigation (other than Oppenheimer), are Joshua, Jake and Daniel Bernstein (the "Minor Beneficiaries"). Neither Eliot nor Candice Bernstein (the "Bernsteins") were sued in their individual capacities by Oppenheimer, nor have they moved for, or been granted, permission to intervene in their individual capacities. They have been afforded standing in these proceedings, to date, solely as the parents and natural guardians of the Minor Beneficiaries.

2. The Bernsteins have been shown to have multiple conflicts of interest with the Minor Beneficiaries. For example, in their pleadings, they repeatedly allege that the trusts created for the Minor Beneficiaries' benefit are fraudulent and that they, and not their children, are the true beneficiaries. *Counter-Complaint, ¶¶ 44-50, 52-60, 65, 109-110, 186 and 253; Objection to Oppenheimer Accountings, pp. 1 and 20.* In addition, the Bernsteins insist that their overarching goal in this litigation "is to bring about a change in the legal system in efforts to root out systemic corruption at the highest levels by a rogue group of criminals disguised as attorneys at law, judges, politicians and more." *Counter-Complaint, ¶ 212.* No reasonable inference can be drawn that the Minor Beneficiaries have a similar interest or agenda, or that pursuing such an agenda at the risk of dissipating their own inheritance is in their best interest.

3. Eliot Bernstein also has a history of vexatious litigation and public disrespect for and disobedience to the judicial system and its officers, as detailed in Oppenheimer's Motion. Eliot Bernstein was adjudicated a vexatious litigant by the United States District Court for the Southn Distreict of New York and enjoined from filing further specified claims in any court without its prior permission. Yet, Eliot Bernstein asserted those enjoined claims in his Counter-

Complaint in apparent violation of the injunction. The Bernsteins are in continued violation of a May 4, 2015 Order entered by Judge Martin Colin, which required compliance over nine months ago, and in recent filings with Florida appellate courts, the Bernsteins insist that all orders entered in this case "are void as a matter of law, and are of no legal force and effect." *Petition for All Writs (dated January 29, 2016), ¶ 101.* Further, the Bernsteins have repeatedly alleged that multiple judges have committed fraud in their official capacities in these proceedings and that all Florida judges have conflicts of interest which prohibit them from presiding over these proceedings. *Id., ¶ 106-107.* All of the above, and certainly in combination, render the Bernsteins inappropriate and inadequate representatives for the Minor Beneficiaries in this litigation.

4. For the above reasons, the guardian *ad litem* appointed in Case No.: 502014CP003698XXXXNB shall be deemed appointed simultaneously as the guardian *ad litem* for the Minor Beneficiaries in this case, with sole and exclusive authority to represent the Minor Beneficiaries' interests in this case. The guardian *ad litem* shall be entitled to petition for reasonable compensation for his/her services, to be paid out of the gross proceeds of any recovery, distributions or inheritance to be received by the Minor Beneficiaries from the Shirley Bernstein Trust u/a/d May 20, 2008, as amended, the Simon Bernstein Trust, and/or the Estates of Simon or Shirley Bernstein.

5. The Answer and Counter-Complaint filed by Eliot and Candice Bernstein (which they purport to file (i) "Individually, PRO SE;" (ii) "as the Natural Guardians of [the Minor Beneficiaries];" (iii) "as Guardians of the members of Bernstein Family Realty, LLC;" and (iii) "as beneficiaries of [sixteen (16) Trusts, two (2) Estates, and multiple] Corporate Entities set up by Simon and Shirley Bernstein"), and the "Objection to Final Accounting; Petition for Formal, Detailed Audited and Forensic Accounting and Document Production" (the "Objection") filed by

Eliot and Candice Bernstein, "individually and on behalf of [their] minor children, who are alleged qualified beneficiaries of Settlor's Estate and Trusts," are hereby stricken.

6. The guardian *ad litem* shall have 45 days from his/her appointment within which to file a response to Oppenheimer's Petition and objections, if any, to Oppenheimer's accountings.

7. Oppenheimer and the guardian *ad litem* shall confer in good faith regarding a resolution of this matter and/or a timeframe within which to try any unresolved issues.

8. Neither Eliot nor Candice Bernstein shall take any action which interferes with the guardian *ad litem's* duties.

9. The pending Motion for Contempt as to Eliot and Candice Bernstein ~~are also held to be in contempt of court~~ for their willful violation of Judge Martin Colin's May 4, 2015 Order is moot. ~~The Court withholds coercive sanctions based upon the appointment of a guardian *ad litem* and striking of the Bernsteins' pleadings, which renders the Bernsteins' compliance moot.~~

DONE AND ORDERED in Chambers, Palm Beach County, Florida on 3-1-, 2016.

Hon. John L. Phillips, Circuit Judge

Copies furnished to:

Steven A. Lessne, Esq.
Gunster, Yoakley & Stewart, P.A.
4855 Technology Way, Suite 630
Boca Raton, FL 33431

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

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXNB (IH)

OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,

Respondents.
_____/

NOTICE TO COURT REGARDING SELECTION OF GUARDIAN *AD LITEM*

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("Oppenheimer"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein (the "Grandchildren Trusts"), notifies this Court as follows pursuant to the Order entered in this case, and the companion Order entered in Case No. 502014CP003698XXXXNB, on March 1, 2016:

1. The parties have conferred and all parties, other than Eliot and Candice Bernstein, have agreed on the appointment of retired Judge Diana Lewis as guardian *ad litem* for minor beneficiaries Joshua, Jake and Daniel Bernstein (the "Minor Beneficiaries").

2. As of the date of this filing, Eliot and Candice Bernstein have not proposed an alternate guardian *ad litem*.

3. In an effort to comply with this Court's directive for each party to "submit a list of three names of potential guardian *ad litems*, each of whom has agreed to accept the appointment if selected," *see Order entered in Case No. 502014CP003698XXXXNB,* ¶ *8*, Oppenheimer, through the undersigned, contacted several Florida attorneys located in Palm Beach County; however, none of them would agree to accept the appointment if selected.

4. Oppenheimer consents to the appointment of retired Judge Diana Lewis, or any Florida-licensed lawyer located in Palm Beach County that is selected by the Court, as guardian *ad litem*.

Respectfully submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Petitioner
4855 Technology Way, Suite 630
Boca Raton, FL 33431
Telephone: (561) 961-8085

By: */s/Steven A. Lessne*
Steven A. Lessne, Esq.
Florida Bar No. 107514
slessne@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail to all parties on the attached Service List this 14th day of March, 2016.

/s/ Steven A. Lessne

SERVICE LIST

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
ivewit@ivewit.tv
ivewit@gmail.com

Candice Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
tourcandy@gmail.com

All counsel of record in Case No. 502014CP003698XXXXNB

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

	PROBATE DIVISION IH
OPPENHEIMER TRUST COMPANY OF DELAWARE, in its capacity as Resigned Trustee of the Simon Bernstein Irrevocable Trusts created for the benefit of Joshua, Jake and Daniel Bernstein,	502014CP002815XXXXNB Related Cases: 502011CP00653XXXXNB 502014CA014637XXXXMB 502014CP002815XXXXNB 502015CP001162XXXXNB 502015CP002717XXXXNB 502014CP003698XXXXNB
Plaintiff(s)	
v.	**NOTICE OF APPEAL**
ELIOT AND CANDICE BERNSTEIN, in their capacity as parents and natural guardians of JOSHUA, JAKE AND DANIEL BERNSTEIN, minors,	
Defendant(s).	

ELIOT BERNSTEIN	v.	OPPENHEIMER TRUST COMPANY OF DELAWARE
Appellant / Petitioner(s)		Appellee / Respondent(s)

NOTICE OF APPEAL

FILED: PALM BEACH COUNTY, FL, SHARON R. BOCK, CLERK, 03/29/2016 11:09:23 AM

NOTICE IS GIVEN that Eliot Ivan Bernstein, Appellant-Petitioner, appeals to the Fourth (4th) District Court of Appeals from the Order of Palm Beach County Judge John L. Phillips sitting in the Probate Division dated March 01, 2016 titled "ORDER APPOINTING GUARDIAN AD LITEM FOR MINORS, JOSHUA, JAKE AND DANIEL BERNSTEIN" and hereby appeals from each and every part of said Order.

Dated: March 29, 2016

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

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 29th day of March, 2016.

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

SERVICE LIST - CASE NO. SC15-1077 & LOWER CASES DEFENDANTS, RESPONDENTS, COUNTER DEFENDANTS

John P. Morrissey, Esq. 330 Clematis Street, Suite 213 West Palm Beach, FL 33401 (561) 833-0766-Telephone (561) 833-0867 -Facsimile Email: John P. Morrissey (iohn@jrnoiTisseylaw.com)	Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 lisa@friedsteins.com

Peter M. Feaman, Esq. Peter M. Feaman, P.A. 3695 West Boynton Beach Blvd., Suite 9 Boynton Beach, FL 33436 (561) 734-5552 -Telephone (561) 734-5554 -Facsimile Email: service@feamanlaw.com: mkoskey@feamanlaw.com	Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com
Gary R. Shendell, Esq. Kenneth S. Pollock, Esq. Shendell & Pollock, P.L. 2700 N. Military Trail, Suite 150 Boca Raton, FL 33431 (561)241-2323 - Telephone (561)241-2330-Facsimile Email: gary@shendellpollock.com ken@shendellpollock.com estella@shendellpollock.com britt@shendellpollock.com grs@shendellpollock.com	Counter Defendant Robert Spallina, Esq. Donald Tescher, Esq. Tescher & Spallina 925 South Federal Hwy., Suite 500 Boca Raton, Florida 33432
Brian M. O'Connell, Esq. Joielle A. Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N. Flagler Dr., 20th Floor West Palm Beach, FL 33401 561-832-5900-Telephone 561-833-4209 - Facsimile Email: boconnell@ciklinlubitz.com; ifoglietta@ciklinlubitz.com; service@ciklinlubitz.com; slobdell@ciklinliibitz.com	Counter Defendant John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com
Counter Defendant Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net	Counter Defendant Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com
Theodore Stuart Bernstein 880 Berkeley	Counter Defendant TESCHER & SPALLINA, *P.A.*.

Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com
Theodore Stuart Bernstein Life Insurance Concepts, Inc. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	Counter Defendant Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 561-355-6991 arose@pm-law.com arose@mrachek-law.com
Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com	Counter Defendant L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 561-355-6991 lmrachek@mrachek-law.com
Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Counter Defendant Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401
Lisa Sue Friedstein 2142 Churchill Lane Highland Park, IL 60035 lisa.friedstein@gmail.com lisa@friedsteins.com	Dennis McNamara Executive Vice President and General Counsel Oppenheimer & Co. Inc. Corporate Headquarters 125 Broad Street New York, NY 10004 800-221-5588 Dennis.mcnamara@opco.com info@opco.com
Dennis G. Bedley Chairman of the Board, Director and Chief Executive Officer Legacy Bank of Florida Glades Twin Plaza	Hunt Worth, Esq. President Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809

2300 Glades Road Suite 120 West – Executive Office Boca Raton, FL 33431 info@legacybankfl.com DBedley@LegacyBankFL.com	302-792-3500 hunt.worth@opco.com
James Dimon Chairman of the Board and Chief Executive Officer JP Morgan Chase & CO. 270 Park Ave. New York, NY 10017-2070 Jamie.dimon@jpmchase.com	Neil Wolfson President & Chief Executive Officer Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001 nwolfson@wilmingtontrust.com
William McCabe Oppenheimer & Co., Inc. 85 Broad St Fl 25 New York, NY 10004 William.McCabe@opco.com	STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com
Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com	Ralph S. Janvey Krage & Janvey, L.L.P. Federal Court Appointed Receiver Stanford Financial Group 2100 Ross Ave, Dallas, TX 75201 rjanvey@kjllp.com
Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com	Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com
Gerald R. Lewin CBIZ MHM, LLC 1675 N Military Trail Fifth Floor Boca Raton, FL 33486	CBIZ MHM, LLC General Counsel 6480 Rockside Woods Blvd. South Suite 330 Cleveland, OH 44131 ATTN: General Counsel generalcounsel@cbiz.com (216)447-9000

Albert Gortz, Esq. Proskauer Rose LLP One Boca Place 2255 Glades Road Suite 421 Atrium Boca Raton, FL 33431-7360 agortz@proskauer.com	Heritage Union Life Insurance Company A member of WiltonRe Group of Companies 187 Danbury Road Wilton, CT 06897 cstroup@wiltonre.com
Estate of Simon Bernstein Brian M O'Connell Pa 515 N Flagler Drive West Palm Beach, FL 33401 boconnell@ciklinlubitz.com	Counter Defendant Steven Lessne, Esq. Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 steven.lessne@gray-robinson.com
Byrd F. "Biff" Marshall, Jr. President & Managing Director Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 biff.marshall@gray-robinson.com	Steven A. Lessne, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, FL 33401 Telephone: (561) 650-0545 Facsimile: (561) 655-5677 E-Mail Designations: slessne@gunster.com jhoppel@gunster.com eservice@gunster.com
T&S Registered Agents, LLC Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com	David Lanciotti Executive VP and General Counsel LaSalle National Trust NA CHICAGO TITLE LAND TRUST COMPANY, as Successor 10 South LaSalle Street Suite 2750 Chicago, IL 60603 David.Lanciotti@ctt.com
Joseph M. Leccese Chairman Proskauer Rose LLP Eleven Times Square New York, NY 10036 jleccese@proskauer.com	Brian Moynihan Chairman of the Board and Chief Executive Officer 100 N Tryon St #170, Charlotte, NC 28202 Phone:(980) 335-3561

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Filing # 39562713 E-Filed 03/29/2016 11:09:23 AM

RECEIVED, 1/6/2016 9:14 AM, Clerk, Fourth District Court of Appeal

IN THE CIRCUIT/COUNTY COURT OF THE Fifteenth JUDICIAL CIRCUIT
IN AND FOR Palm Bch COUNTY, FLORIDA

Eliot Ivan Bernstein
Plaintiff/Petitioner or In the Interest Of
vs.
Tescher & Spallina, P.A. et al.
Defendant/Respondent

CASE NO. 502014CP003698XXXX

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of $25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1. I have 0 dependents. *(Include only those persons you list on your U.S. Income tax return.)*
Are you Married? /Yes No Does your Spouse Work?...Yes✓ No Annual Spouse Income? $0

2. I have a net income of $ 0 paid weekly every two weeks semi-monthly monthly yearly ✓ other I am working to pay
(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3. I have other income paid weekly every two weeks semi-monthly monthly yearly other _____.
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job (Investor/Trustee)	Yes $ 0.00	No	Veterans' benefits	Yes $ no	No
Social Security benefits			Workers compensation	Yes $ no	No
For you	Yes $ no	No	Income from absent family members	Yes $ no	No
For child(ren)	Yes $ no	No	Stocks/bonds	Yes $ no	No
Unemployment compensation	Yes $ no	No	Rental income	Yes $ no	No
Union payments	Yes $ no	No	Dividends or interest	Yes $ no	No
Retirement/pensions	Yes $ no	No	Other kinds of income not on the list	Yes $ no	No
Trusts	Yes $ unknown	No	Gifts	Yes $ no	No

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: *(Circle "yes" and fill in the value of the property, otherwise circle "No")*

Cash	Yes $ no	No	Savings account	Yes $ no	No
Bank account(s)	Yes $ no	No	Stocks/bonds	Yes $ no	No
Certificates of deposit or money market accounts	Yes $ no	No	Homestead Real Property*	Yes $ no	No
Boats*	Yes $ no	No	Motor Vehicle*	Yes $ no	No
			Non-homestead real property/real estate*	Yes $ no	No

*show loans on these assets in paragraph 5

Check one: I ✓ DO DO NOT expect to receive more assets in the near future. The asset is inheritance and patent royalties owed.

5. I have total liabilities and debts of $ 10,000.00 as follows: Motor Vehicle $ 0, Home $ 0, Other Real Property $ 0, Child Support paid direct $ 0, Credit Cards $ 0, Medical Bills $ _____, Cost of medicines (monthly) $ _____, Other $ 10,000.

6. I have a private lawyer in this case..... Yes No NO

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s.775.082, F.S. or s. 775.083, F.S. I affirm that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 4th day of September, 2014.

09/30/1963 — Date of Birth

c6956008 — Driver's License or ID Number

2753 NW 34th St. Boca Raton Fl 33434
Address, P O Address, Street, City, State, Zip Code

Signature of Applicant for Indigent Status
Print Full Legal Name Eliot Bernstein
Phone Number: 561-245-8588

Kelly Gold Frank
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # FF000732
EXPIRES: MAR. 25, 2017
WWW.AARONNOTARY.com

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. 1/5/2016 9:56:37 AM ***

FILED: PALM BEACH COUNTY, FL, SHARON R. BOCK, CLERK, 03/29/2016 11:09:23 AM

CLERK'S DETERMINATION

Based on the information in this Application, I have determined the applicant to be ( ) Indigent ( ) Not Indigent, according to s. 57.082, F.S.

Dated this 6 day of JAN, 20 16

Clerk of the Circuit Court by _____

This form was completed with the assistance of: _____

Clerk/Deputy ~~Clerk/Other~~ authorized person.

APPLICANTS FOUND NOT TO BE INDIGENT MAY SEEK REVIEW BY A JUDGE BY ASKING FOR A HEARING TIME. THERE IS NO FEE FOR THIS REVIEW.

Sign here if you want the judge to review the clerk's decision _____

CERTIFICATE OF CLERK

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, SHARON R. BOCK, Clerk of Circuit Court for the County of Palm Beach, State of Florida, do hereby certify that the foregoing pages 1 to 1378 inclusive, consists of original papers and proceedings in Civil Action Case Number:

502014CP002815XXXXNB - OPPENHEIMER TRUST COMPANY OF DELAWARE

4D16-1449 - OPPENHEIMER TRUST COMPANY OF DELAWARE

as appears from the records and files of my office which have been directed to be included in said Record, pursuant to Florida Rules of Appellate Procedure, 9.200(a)(1).

IN WITNESS WHEREOF,
I have hereunto set my hand and affixed the seal of said Court this 24th day of May ,2016 A.D.

SHARON R. BOCK, Clerk of Circuit Court
Palm Beach County, Florida

By:

Catherine Markisen
Deputy Clerk

15th JUDICIAL CIRCUIT COURT · CLERK & COMPTROLLER · PALM BEACH COUNTY, FLORIDA · STATE OF FLORIDA