IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT COURT ILLINOIS
EASTERN DIVISION

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95,	)	
Plaintiff,	)	
v.	)	**Case No. 13-cv-03643**
HERITAGE UNION LIFE INSURANCE COMPANY,	)	**Honorable Amy J. St. Eve** **Magistrate Mary M. Rowland**
Defendant.	)	
HERITAGE UNION LIFE INSURANCE COMPANY,	)	**Reply to Response to Motion to Remove Counsel**
Counter-Plaintiff,	)	
v.	)	
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95,	)	
Counter-Defendant,	)	
and,	)	
FIRST ARLINGTON NATIONAL BANK, as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust, UNITED BANK OF ILLINOIS, BANK OF AMERICA, successor in interest to "LaSalle National Trust, N.A.", SIMON BERNSTEIN TRUST, N. A., TED BERNSTEIN, individually and as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95, and ELIOT BERNSTEIN,	)	
Third-Party Defendants.	)	

ELIOT IVAN BERNSTEIN,	)
	)
Cross-Plaintiff,	)
	)
v.	)
	)
TED BERNSTEIN individually and as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95	)
	)
Cross-Defendant	)
	)
and	)
	)
PAMELA B. SIMON, DAVID B. SIMON both Professionally and Personally, ADAM SIMON both Professionally and Personally, THE SIMON LAW FIRM, TESCHER & SPALLINA, P.A., DONALD TESCHER both Professionally and Personally, ROBERT SPALLINA both Professionally and Personally, LISA FRIEDSTEIN, JILL IANTONI, S.B. LEXINGTON, INC. EMPLOYEE DEATH BENEFIT TRUST, S.T.P. ENTERPRISES, INC., S.B. LEXINGTON, INC., NATIONAL SERVICE ASSOCIATION, INC. (OF FLORIDA) NATIONAL SERVICE ASSOCIATION, INC. (OF ILLINOIS) AND JOHN AND JANE DOE'S	)
	)
Third Party Defendants.	)

POTENTIAL BENEFICIARIES[1]:

[1] Parents act as beneficiary Trustees in the estate of Simon L. Bernstein to their children, where Simon's estate may be the ultimate beneficiary of the policy and their children named below would be the ultimate beneficiaries of the policy proceeds. The failure of the grandchildren to be represented in these matters and listed as potential beneficiaries is due to an absolute conflict with their parents who are trying to get the benefits paid to them directly. This is gross violations of fiduciary duties and may be viewed as criminal in certain aspects as the lawsuit attempts to convert the benefits from the grandchildren to 4/5 of the children of SIMON by failing to inform their children (some minors) or have them represented in these matters. The Court should take note of this, especially

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD); JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD); DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD); ALEXANDRA BERNSTEIN (TED ADULT CHILD); ERIC BERNSTEIN (TED ADULT CHILD); MICHAEL BERNSTEIN (TED ADULT CHILD); MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD); MOLLY NORAH SIMON (PAMELA ADULT CHILD); JULIA IANTONI – JILL MINOR CHILD; MAX FRIEDSTEIN – LISA MINOR CHILD; CARLY FRIEDSTEIN – LISA MINOR CHILD;

REPLY TO RESPONSE TO MOTION TO REMOVE COUNSEL

Eliot Ivan Bernstein ("ELIOT") a third party defendant and his three minor children, Joshua, Jacob and Daniel Bernstein, are alleged beneficiaries of a life insurance policy Number 1009208 ("Lost or Suppressed Policy") on the life of Simon L. Bernstein ("SIMON"), a "Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95" ("Lost or Suppressed Trust"), a "Simon Bernstein Trust, N.A." ("Lost or Suppressed Trust 2") and the Estate and Trusts of Simon Bernstein, all parties to these matters and makes the following "Reply to Response to Motion to Remove Counsel."

I, Eliot Ivan Bernstein ("ELIOT"), make the following statements and allegations to the best of my knowledge and on information and belief as a Pro Se Litigant[2].

REPLY TO RESPONSE TO MOTION TO REMOVE COUNSEL

---

in the interests of the minor grandchildren who may lose their benefits if the proceeds of the insurance policy are converted to the knowingly wrong parties.

[2] Pleadings in this case are being filed by Plaintiff In Propria Persona, 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 Sct 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 which holds that all pleadings shall be construed to do substantial justice.

ELIOT'S COMMENTS ON A. SIMON'S INTRODUCTION

1. That A. SIMON claims,

> Eliot Bernstein's ("ELIOT") Motion to Disqualify and Strike Pleadings highlights the importance of adherence to the Federal Rules of Civil Procedure and the Local Rules of the Northern District of Illinois. When a *pro se* or represented party files a motion that directly violates these rules, it prejudices the opposing party and makes a cogent response nearly impossible."

2. That this statement and the rest of the reply does point out well the problems associated and acknowledged by the Courts of Pro Se Litigants, in particular where they may "directly" violate the rules that they are often unaware of and the Court can remedy and aid the Pro Se as so stated in footnote 2 of the pleading. Where ELIOT is also unclear of what a nearly impossible cogent response means and what rules have been broken by ELIOT that so prejudice the opposing parties, as nothing is proffered as evidence of what makes it impossible to respond to.
3. That ELIOT states that while the problems of Pro Se pleadings are pled well by A. SIMON, there is NO EXCUSE for an Attorney at Law acting as an Officer of this Court to be violating not only a few pleading rules but also filing pleadings, which are alleged to be part of an insurance fraud scheme and a fraud facilitated through this court through violations of State and Federal Law and where A. SIMON is the ringmaster acting as the counsel who filed this fraudulent action. Where the violations of law in filing this lawsuit with no basis, no legal Plaintiff and no true cause of action, in order to commit fraud, is the gravamen of ELIOT'S request of the Court to remove A. SIMON, not merely conflicts of interest or adverse interests or a violation of Federal Bar Codes of Conduct but for ALLEGED FELONY CRIMINAL VIOLATIONS OF STATE AND FEDERAL LAW.

4. That ELIOT states that A. SIMON can respond to the allegations alleged in his Response to the Motion to Remove A. SIMON as counsel but he does not want to and would rather attack, quite rudely, ELIOT as a Pro Se Litigant as his primary defense.

5. That A. SIMON claims,

> What makes ELIOT's motion even more difficult is that the motion contains reference what may be kernels of truth regarding certain alleged misconduct that appears to have occurred in the Probate proceedings in Palm Beach County, FL. The alleged misconduct appears to involve staff and/or attorneys at law the firm Tescher & Spallina. Donald Tescher and Robert Spallina were attorneys for Simon and Shirley Bernstein while they were living, and after their deaths, they were counsel for the Estates of Simon and Shirley Bernstein (the "Estate" or "Estates"[)].

6. That while acknowledging "kernels" of truth in ELIOT'S pleadings regarding the Estates of Simon L. Bernstein ("SIMON") and Shirley Bernstein ("SHIRLEY") the "kernels may refer to all of the following facts regarding criminal misconduct admitted and acknowledged thus far in those proceedings, including but not limited to,

   i. admitted and acknowledged FORGERY of SIMON'S signature POST MORTEM,

   ii. admitted and acknowledged FORGERY of ELIOT'S signature,

   iii. admitted and acknowledged FORGERY of four other signatures,

   iv. admitted and acknowledged FRAUDULENT NOTARIZATION of SIMON'S FORGED SIGNATURE ON A WHOLLY RECREATED DOCUMENT POST MORTEM,

   v. admitted and acknowledged FRAUDULENT NOTARIZATION of ELIOT'S FORGED SIGNATURE ON A WHOLLY RECREATED DOCUMENT POST MORTEM,

i. admitted and acknowledged FRAUDULENT NOTARIZATION of four other FORGED SIGNATURE ON A WHOLLY RECREATED DOCUMENT POST MORTEM,

ii. admitted and acknowledged filing with a Florida State Probate Court of six separate FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS to close the Estate of SHIRLEY filed by a deceased SIMON, who was made to appear alive through a POST MORTEM IDENTITY THEFT, where he allegedly filed the Fraudulent documents acting as Personal Representative / Executor of SHIRLEY'S estate at the time, while technically deceased.

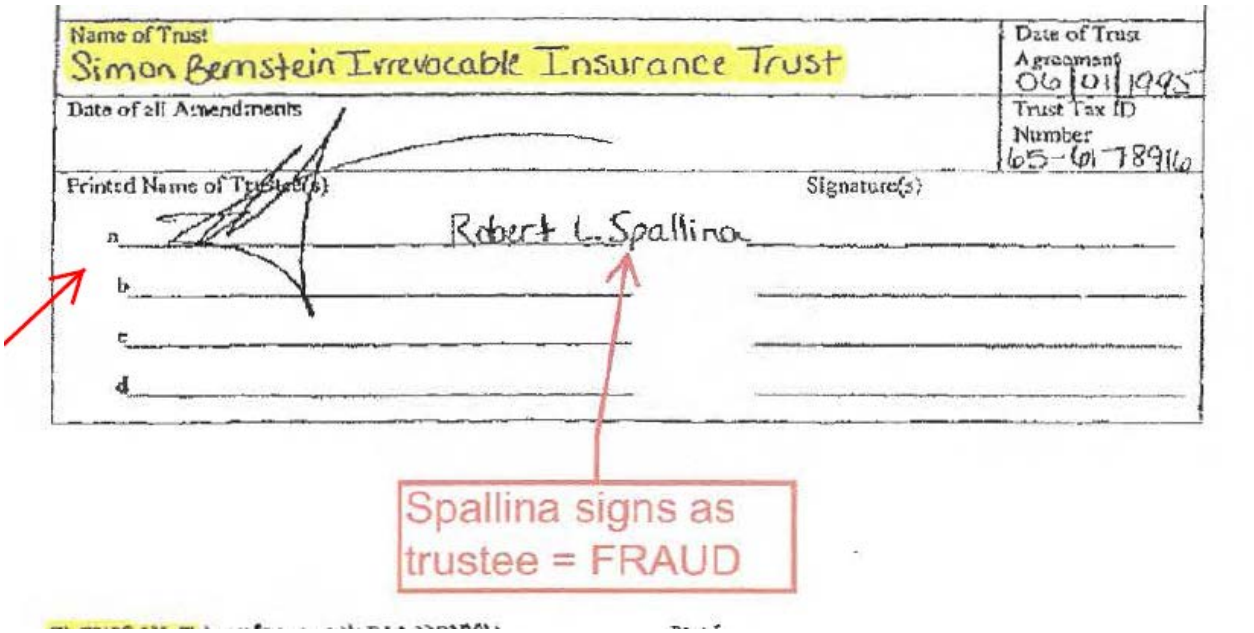
iii. admitted and acknowledged submission of Fraudulently filed documents used to close the Estate of Shirley over a fourth month period where SIMON was deceased, where such identity theft of SIMON was committed by Attorneys at Law, Donald R. Tescher, Esq. ("TESCHER") and Robert L. Spallina, Esq. ("SPALLINA"), who knowingly and with scienter closed the Estate of SHIRLEY with a deceased Personal Representative as if alive, in efforts to change the beneficiaries POST MORTEM.

7. That A. SIMON fails to state to this Court that SPALLINA and TESCHER were not only counsel to SIMON and SHIRLEY while they were alive and after counsel to the estates but fails to claim that in the Estate of SIMON they are the ACTING PERSONAL REPRESENTATIVES / EXECUTORS and SPALLINA is acting as Counsel to both himself and Tescher as the Co-Personal Representatives.

8. That A. SIMON fails to notify the Court that TESCHER, SPALLINA, Mark Manceri, Esq. ("MANCERI") have all resigned as counsel to the Bernstein family due to irreconcilable

differences and professional concerns and submitted to be withdrawn as counsel in both SIMON and SHIRLEY'S Estates in their multiple fiduciary and legal capacities in each.

9. That A. SIMON fails to notify the Court that TESCHER and SPALLINA have sought to be discharged as Co-Personal Representatives in the Estate of SIMON, coinciding with the arrest of their Legal Assistant and Notary Public employee, Kimberly Moran ("MORAN"), who was arrested for her part in the fraud on the Probate Court and document frauds and fraud on the True and Proper Beneficiaries of SHIRLEY'S estate.
10. That the Probate Court crimes all were in efforts to change beneficiaries of the Estate of SHIRLEY, causing the Estate to be reopened after Honorable Judge Martin Colin found evidence of Fraud on his court and stated to Theodore Stuart Bernstein ("THEODORE"), SPALLINA, TESCHER and MANCERI that he had enough at that point to read them all their Miranda Rights.
11. That A. SIMON fails to notify this Court how SPALLINA filed an alleged fraudulent insurance claim form on November 11, 2012 with Heritage Union Life Insurance Company ("HERITAGE") while acting as the Personal Representative of the Estate of SIMON and signing as the TRUSTEE OF THE LOST OR SUPPRESSED TRUST, as illustrated below, See Exhibit ___ - Spallina Insurance Claim Form. That the Signature Page of the fraudulently filed insurance claim form filed with HERITAGE that this Lawsuit is based upon shows the following,



12. That SPALLINA acted in other alleged fraudulent fiduciary roles when filing this fraudulent insurance claim with HERITAGE that this Lawsuit is based upon and allegedly, IMPERSONATED AN INSTITUTIONAL TRUST COMPANY and IMPERSONATED AN INSTITUTIONAL TRUST COMPANY TRUSTEE, as well as IMPERSONATED THE TRUSTEE OF THE LOST OR SUPPRESSED TRUST. That SPALLINA acted in concert with THEODORE, P. SIMON, D. SIMON, TESCHER and MORAN to file the claim.
13. That the DENIAL of this fraudulently filed insurance claim by SPALLINA is the alleged cause of the Breach of Contract alleged by A. SIMON in his frivolous and meritless breach claim. Now A. SIMON attempts to claim to this Court that the two legal actions are unrelated, the Estate of Simon Probate court action and this Lawsuit, which in fact are intimately and inextricably bound together in that the insurance policy is an asset of SIMON'S Estate and therefore the beneficiaries of the Estates and Trusts of SIMON that legally exist would then distribute the Lost or Suppressed Policy proceeds.

14. That since the beneficiary according to their story, an alleged "BERNSTEIN TRUST" was not legally present at the time of SIMON'S death over a year ago and was in fact claimed to be lost by the Plaintiffs, TESCHER and SPALLINA, all who claimed that no executed copies of it existed to prove its legal existence for over a year and until this Court demanded proof of its existence, as HERITAGE had, did newly manufactured ALLEGED UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS of the Lost or Suppressed Trust appear in the record of this Court through A. SIMON'S Rule 26 Production documents, which offer no legal proof as they are not the copies of an EXECUTED LEGALLY BINDING TRUST that this Court demanded A. SIMON produce in the September 25, 2013 hearing before Your Honor.
15. That at the time of death if no legally qualified beneficiary exists, the benefits should legally be paid to the Insured and not this Court, to then be distributed to the True and Proper Estate Beneficiaries.
16. That A. SIMON claims,

> In virtually all of his pleadings in the instant action, ELIOT refers repeatedly to the probate proceedings for the Estates, and fails to comprehend that those proceedings are separate and apart from the instant litigation which involve only the Policy proceeds.

17. That again, the Policy proceeds are an asset of the Estate of SIMON. That factually this instant litigation is filed by a NONEXISTENT Trust with no legal standing to file a Lawsuit as it does not legally or otherwise exist. Therefore, the Lawsuit should be terminated by this Court instantly and the Policy proceeds returned to HERITAGE for proper processing of the claim to be paid to the to be determined beneficiaries, which appears to legally then go Probate Court in Florida to be determined further who the Beneficiaries are, since those are

now all in question in both Estates due to further admitted errors and alleged frauds by TESCHER and SPALLINA in the Estates in efforts to change Beneficiaries through fraud on the Probate Court, Fraud on the True and Proper Beneficiaries and more. According to the last uncontested Wills and Trusts the beneficiaries would be ELIOT, IANTONI and FRIEDSTEIN only.

18. That while these two legal actions may sound like separate matters they are intricately related and have only fallen into this Court's lap through a wholly baseless Breach of Contract Lawsuit that ELIOT alleges A. SIMON filed in efforts to continue an over a yearlong attempt to fraudulently convert an asset of the Estate of SIMON, the insurance Policy proceeds, to improper parties through a mass of on the fly frauds, including Fraud on an Insurance Carrier, Fraud on an Institutional Trust Company, Fraud on this Court and Fraud on the Estate of SIMON'S beneficiaries.
19. That initially this insurance fraud scheme began with an initial life insurance death benefit claim form being filled out illegally by Attorney at Law, Robert L. Spallina, Esq. ("SPALLINA") who filed the form acting as Trustee for the "SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95" ("Lost or Suppressed Trust") and which claim was subsequently DENIED by Heritage Union Life Insurance Company ("HERITAGE") and Reassure America Life Insurance Company ("RALIC") for failure to prove beneficial interest and trusteeship and were requested by RALIC to obtain a Probate court order in Florida from SIMON'S estate, approving the beneficiary designation scheme proposed to HERITAGE by SPALLINA. That a full account of these insurance fraud schemes has already been pled and exhibited with Prima Facie evidence in ELIOT'S Answer

and Cross Claim and ELIOT'S Answer to the Amended Complaint both filed with this Court and both fully incorporated by reference herein as it pertains to this Reply.

20. That a proposal for a POST MORTEM replacement trust for the Lost or Suppressed Trust was then proposed to those alleged to have beneficial interests and according to SPALLINA and THEODORE who proposed this plan they were seeking a Probate court order to approve the new scheme.
21. That instead, A. SIMON filed this instant Lawsuit for a Breach of Contract behind the back of ELIOT and his children's counsel Tripp Scott in Fort Lauderdale, FL. with intent to conceal the action from him and this can be seen when he states in the Original Complaint that 4/5th of the SIMON'S children agreed with the scheme.
22. That since the trust was alleged by A. SIMON and THEODORE to be lost when this Lawsuit was filed there was no evidence of a qualified legal Plaintiff suing, as the trust was said to be lost since the filing of the insurance claim and no copies or evidence of its existence that qualified as legal proof of its existence was tendered to any parties.
23. That this Lawsuit was filed by THEODORE on April 05, 2013 now acting as Trustee for the Lost or Suppressed Trust, instead of SPALLINA who had acted as Trustee for the Lost or Suppressed Trust only a few months earlier when filing the alleged fraudulent life insurance death benefit claim form, as more fully described and exhibited in ELIOT'S Answer to the Amended Complaint.
24. That it is important to note that the alleged Breach of Contract Lawsuit was filed based on the denial of the fraudulent insurance claim form filed by SPALLINA acting as Trustee and ELIOT asks why then did SPALLINA not file this Breach of Contract Lawsuit as the Trustee

of the Lost or Suppressed Trust when it was his claim form that was denied with him as Trustee.

25. That this raises the question of why A. SIMON failed to notify this Court and the authorities that SPALLINA had filed a fraudulent claim form on behalf of his client THEODORE who claims to be now for this Lawsuit the Trustee of the Lost or Suppressed Trust that A. SIMON also claims he now represents. However, A. SIMON in his Amended Complaint states that SPALLINA filed the claim form acting as counsel to the Lost or Suppressed Trust, despite the fact that the claim form he submitted was signed by SPALLINA as Trustee.
26. That how did A. SIMON get retained by the Lost or Suppressed Trust if it did not exist at the time of filing this Lawsuit? This would indicate that A. SIMON had no legal right to act on behalf of a NONEXISTENT entity that could not authorize his actions.
27. That THEODORE was advised by counsel, according to Jackson National Life Insurance Company ("JACKSON") when filing their Counter Claim that he had no legal standing to file the present Lawsuit.
28. That much of the information in the Original and Amended Complaint filed by A. SIMON is untruthful and factually incorrect as evidenced in ELIOT'S Answer to the Amended Complaint. Once ELIOT was notified by service of this Lawsuit, as a Third Party Defendant by JACKSON that this Lawsuit was in progress, ELIOT was stunned as he was waiting for a Probate court order that HERITAGE demanded and that SPALLINA, his partner Donald R. Tescher, Esq. ("TESCHER") and THEODORE had all stated was being sought. to approve the POST MORTEM TRUST replacement scheme to cure HERITAGE and RALIC'S demands for a court order after SPALLINA failed to provide proof of beneficial interest and

trusteeship. ELIOT had no idea a legal action had been filed seeking the life insurance proceeds through a Breach of Contract Lawsuit scheme instead.

29. That on April 5, 2013, A. SIMON filed his complaint for breach of contract against Heritage Union Life Insurance Company in the Law Division of the Circuit Court of Cook County, Illinois, docket number 2013-L-003498.
30. That when ELIOT found out and Answered and Cross Claimed it appeared that for months, from April 5, 2013 when the Breach of Contract Lawsuit was filed, to 5/16/2013 when the case was transferred to this Court and then until ELIOT was served on July 01, 2013, almost three months into Lawsuit, all of this information was intentionally secreted from ELIOT and his children's counsel Tripp Scott with scienter by A. SIMON et al.
31. That at ELIOT'S first appearance on September 25, 2013 at a hearing before Your Honor, it was learned that no valid legal binding copy of an executed Lost or Suppressed Trust was submitted in the Lawsuit and Your Honor demanded that A. SIMON produce something to show that the Plaintiff in fact existed.
32. That A. SIMON then attempting to comply with this Court's demand for a qualified legal entity to be produced as a legitimate Plaintiff then scrambled to produce brand new evidence, which he produced in his Rule 26 disclosure documents and that came in the form of UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS of a Lost or Suppressed Trust that were created on an unknown date, at an unknown place by an unknown author and prove no existence of the Lost or Suppressed Trust and what legal language it contained.
33. That had ELIOT not become joined to the action by JACKSON it appears that this Fraud on US District Court to have a NONEXISTENT Plaintiff secure the life insurance death benefits

from the Court was almost complete, already having JACKSON rush to deposit the death benefits into this Court's Registry despite the fact that the policy also somehow is LOST. That amazingly, the insurance carriers and reinsurers alike appear to have LOST all executed and binding copies of Policy # 1009208 ("Lost or Suppressed Policy") and coincidentally have no copies of the executed Lost or Suppressed Trust either and coincidentally, according to SPALLINA and Pamela Beth Simon ("P. SIMON") none of this would be necessary as they had a friendly carrier who would pay the claim without proof of a valid legally binding trust document that documented the beneficiaries of SIMON'S Lost or Suppressed Policy.

34. That according to SPALLINA in an email he sent,

> **From:** Robert Spallina rspallina@tescherspallina.com
> **Sent:** Tuesday, October 23, 2012 2:34 PM
> **To:** Jill Iantoni; Eliot Bernstein; Ted Bernstein; Ted Bernstein; Pamela Simon; Lisa Friedstein
> **Subject:** RE: Call with Robert Spallina tomorrow/Wednesday at 2pm EST
>
> As discussed, I need the EIN application and will process the claim. Your father was the owner of the policy and we will need to prepare releases **given the fact that we do not have the trust instrument and are making an educated guess that the beneficiaries are the five of you as a result of your mother predeceasing Si. Luckily we have a friendly carrier and they are willing to process the claim without a copy of the trust instrument. [emphasis added]** A call regarding this is not necessary. We have things under control and will get the claim processed expeditiously after we receive the form.
>
> Thank you for your help.
> Robert L. Spallina, Esq.

35. That it now has become apparent that this Lawsuit is based on Fraud and filed with a NONEXISTENT PLAINTIFF THAT FILES A US FEDERAL LAWSUIT AGAINST A LIFE INSURANCE CARRIER THAT ALSO APPEARS NONEXISTENT FOR FAILURE TO PAY A DEATH CLAIM TO A NONEXISTENT TRUST ON A NONEXISTENT

INSURANCE CONTRACT. And the strange thing is the carrier paid the claim to this Court in a hurry, without giving ELIOT or others involved in the Lawsuit to protest such transfer, which should have never happened without a contract that the Court could assess the terms and conditions legally.

36. That JACKSON should not have paid the claim to the Court and instead started and immediate FRAUD investigation when they discovered insurance fraud and then determined what and who the proper beneficiary was and paid the claim accordingly.

37. That this appears no coincidence, when defendant A. SIMON, his brother defendant D. SIMON, their law firm defendant The Simon Law Firm and his sister-in-law defendant P. SIMON, all were responsible to maintain records of both the Lost or Suppressed Trust and the Lost or Suppressed Policy for years. THEY sold the policy, THEY maintained and administered the policy and trusts, THEY did an exhaustive search of their law firm's offices for the records, THEY searched their insurance agency records and ALLEGEDLY, after this exhaustive search THEY determined that the Lost or Suppressed Trust was LOST and no legal binding copies existed. THEY maintained this story when filing the fraudulent insurance claim and when filed this Lawsuit.

38. That ELIOT states that because THEODORE and P. SIMON were disinherited in the Estates and Trusts of SIMON, they have purposefully suppressed and denied the Lost or Suppressed Trust and the Lost or Suppressed Policy, to attempt change the true and proper beneficiaries, which ELIOT alleges did not include them.

39. Now that Your Honor demands proof, magic documents appear that were never tendered to any party prior to Rule 26 disclosure and the story attempts to now shift and state there is legally qualified trust that has rights to death benefits, however we now must believe that

documents that were discovered long after they claimed they had searched high and low for them, when the Court demanded proof of a qualified legal trust almost a year later, and what they produced are UNEXECUTED EXECUTED, UNDATED ALLEGED DRAFTS of the still Lost or Suppressed Trust, that have names handwritten in blank spots for D. SIMON to be a trustee but again, as they are unexecuted and undated and unauthored they provide very little in the way of legal validation of the Lost or Suppressed Trust.

40. That this is more criminal charges against A. SIMON et al. as these are very serious allegations ELIOT raises of FELONY crimes, including but not limited to, Insurance Fraud, Fraud on a US District Court, Fraud on an Illinois Circuit Court, Fraud on an Institutional Trust Company, Fraud on the Estate of SIMON, filing fraudulent pleadings that are within page limits but outside State and Federal Law and these are the reasons that all those participating in this fraudulent Lawsuit, including A. SIMON who is central to filing this baseless Lawsuit knowingly and in efforts to convert the insurance death proceeds to benefit his brother D. SIMON, his sister-in-law P. SIMON and THEODORE, who were disinherited with their lineal descendants by both SIMON and SHIRLEY and if the benefits flowed to the True and Proper Beneficiaries or the Estate of SIMON if the beneficiaries were lost at the time of death, according to Florida law, A. SIMON, D. SIMON, P. SIMON and THEODORE would get NOTHING and this enraged P. SIMON and she felt "psychological violence" had been committed against her by her father, see EXHIBIT ___ - P. SIMON Letter to SIMON Regarding Disinheritance.

41. That A. SIMON claims,

> Plaintiffs brought this litigation in good faith and in furtherance of their efforts to collect what is rightfully theirs and twenty-percent ELIOT'S. I represent the original Plaintiff, the Bernstein Trust, and

> four out of five of the adult children of Simon Bernstein. All of my clients are in agreement that their claims are consistent with the stated intent of Simon Bernstein with regard to the Policy proceeds.

42. That A. SIMON filed this baseless lawsuit hoping no one would catch on and the money would flow from HERITAGE to this Court, leaving them without having to prove beneficial interest or trusteeship to the carriers HERITAGE, JACKSON and RALIC that was demanded, now all they had to do was convert the monies from this Court's Registry to a NONEXISTENT Lost or Suppressed Trust and they were home free. ELIOT and others could sue them later but the odds were in their favor since they owned a law firm and by the time they spent the ill-gotten gains, ELIOT and others damaged would have had to spend a fortune to recover.
43. Now A. SIMON in his Response spends a lot of time stating ELIOT has shown no beneficial interest for he or his children in this Lawsuit to Your Honor. However, A. SIMON must know, as his Response tells how well he personally knows the life insurance business in legal sense intimately, that in the event of a lost or missing policy the death benefits transfer to the Insured and are thus part of the Estate, where both ELIOT and his children are BENEFICIARIES and thus would be the legal beneficiaries of the Lost or Suppressed Policy proceeds, where again, if the proceeds flow to the Estate of SIMON, P. SIMON, D. SIMON and THEODORE and their lineal descendants are wholly excluded.
44. That herein lies the motive for these frauds to convert the Estate and Trust Assets through a variety of fraudulent activities by THEODORE and P. SIMON who were both enraged with SIMON for disinheriting them as indicated in P. SIMON'S January 2012 note to SIMON, despite their receiving living GIFTS of family businesses and properties, where ELIOT had

not received such multimillion dollar GIFTS, despite P. SIMON'S lawyer's letter dated in November of 2011, from a one Tamar S. P. Genin ("GENIN") at the law firm Heriaud & Genin, Ltd. that attempts to claim that P. SIMON, who was "independently wealthy" had bought these assets and was not gifted them and saved her poor pathetic father from ruins in a semi delusional account of events told by P. SIMON but through GENIN'S eyes, a painful, hurtful document to send to your father, one of the last correspondences she sent to him that according to witnesses that read the document to SIMON, it was a disgrace and he was ashamed of her.

45. That P. SIMON and THEODORE, according to GENIN'S account for P. SIMON of her father's life are depicted as "independently wealthy" and yet the letter fails to mention how P. SIMON, D. SIMON, A. SIMON and THEODORE all "worked" for SIMON for their WHOLE lives in his companies, virtually no other jobs ever and that it was SIMON'S inventive life insurance products that he invented and pioneered, i.e. VEBA'S and Arbitrage Life Payment System, that sold billions in premiums through his companies that gave them their SILVER SPOONED LIVES, Glencoe Mansion to grow up in, Limos to School, Free Rides on College for them and their kids and instead P. SIMON through GENIN'S eyes has it that it was P. SIMON who gave her father enough monies to retire on and saved him from destitute by buying him out of the family business she built and bought him out through her "Independent Wealth."

46. That ELIOT states that it becomes clear that in January 2012 P. SIMON is outraged with her father over her disinheritance and the GENIN letter attempted to claim that she had bought everything with her own monies, not monies SIMON was giving them through his companies, as SIMON is alleged in the lawyer's letter according to her account from P.

SIMON'S account of him a destitute and a bum, who steals her antique furniture to boot and it was her and her husband who had built everything into their "independent wealth." Of course according to P. SIMON'S note, this was "not about the money" but about her entitlement to what little was left according to her account. Yet, now she claims a right to this alleged paltry amount of the assets of the Estates that were left to others, those that did not get such generous handouts from SIMON and SHIRLEY while they were alive but instead built their lives outside the family businesses.

47. That the story P. SIMON paints through her attorney at law's eyes is in fact delusional to the realities of P. SIMON'S spoiled life, where her father gave her the moon while living, not the other way around. Yet, the story is telling of the anger and hostility P. SIMON felt and when SIMON never made changes she and THEODORE were demanding, it appears that POST MORTEM they began to change his designated beneficiaries through, FORGED and FRAUDULENTLY NOTARIZED documents in the Estates, to this Insurance Fraud scheme, to Fraud on the Probate Court and more, all enabled with the help of THEODORE'S close business and personal friends, TESCHER and SPALLINA.
48. That in the Insurance Fraud Schemes, TESCHER and SPALLINA were to be aided also by some of P. SIMON'S friends at the insurance carrier, who appeared willing to pay a claim expeditiously without proof of beneficial interest or trusteeship or a valid legal trust document to make a claim, as evidenced already herein.
49. That from the alleged notes of SIMON in his handwriting, on P. SIMON'S lawyer's letter P. SIMON sent to SIMON, regarding the GENIN'S account of P. SIMON'S life and relationship with SIMON, it is clear what SIMON thought of this account, when he wrote, "All B/S" and in disputing her claim that he did not gift her and D. SIMON the company,

"However, I knew based on our series of discussions over the years that, in fact, you did not receive any gift of a business from your parents. Where SIMON writes emphatically in response, "50% to Pam FREE!" The other monies that were to be paid to Simon for his interests were to be paid through a buyout and through a consulting agreement for a number of years and on information and belief, SIMON did not get paid by P. SIMON and D. SIMON who told SIMON to sue them for his monies at which time he and SHIRLEY washed their hands of them, other than for a brief party or two every few years, completely for many years until the day they died.

50. That in Estate plans from 2001 done by Proskauer Rose LLP ("PROSKAUER"), after failing to pay SIMON for the entire buyout amount and his consulting agreement / non-compete, SIMON and SHIRLEY disinherited P. SIMON and her family. From PROSKAUER'S alleged 2001 alleged Will, the following language is found,

"ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for."

51. That A. SIMON, despite his pining that this Lawsuit that is based upon SPALLINA (the Co-Personal Representative of the Estate of SIMON) filing the fraudulent insurance claim and the Estate of SIMON have absolutely nothing to do with each other and that the crimes that arrests have been made for in the Estate of SHIRLEY, of TESCHER and SPALLINA'S legal assistant and other crimes alleged, have nothing to do with the fraud alleged in this Court.

52. That A. SIMON must convince the Court that these two events are disassociated and not related or else he is in a world of trouble for knowingly perpetrating a fraud on this court to remove an asset of the Estate of SIMON illegally.

53. That ELIOT states again, that Fraud on the Court seems a much greater crime than Pro Se page violations and this Court must therefore not only remove A. SIMON and SANCTION him but then report him to all the proper criminal and ethical authorities and anything short could be construed as MISPRISION OF FELONIES.

54. That A. SIMON claims,

> Plaintiffs and I, as their counsel, verily believe that the claims they are asserting for the Policy proceeds are being brought in good faith, and are well grounded in fact and law. One of the most important facts being that the Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/1995 was actually named a beneficiary of the Policy proceeds pursuant to the Policy. (See Beneficiary Designation attached to Adam Simon's affidavit as Exhibit "A", bates #BT000029- 030).

55. That A. SIMON is still trying to sell this Court a baseless story about a NONEXISTENT Trust that once upon a time may have been a beneficiary and even if was it does not exist today to make a claim legally. That A. SIMON fails to state that despite his claim that this Lost or Suppressed Trust once existed as a Beneficiary, none of that can be ascertained because the Policy has also coincidently become Lost or Suppressed and no parties have produced to this point a legal or binding life insurance contract to prove or disprove his claims and thus make these statements an "educated guess."

56. That while A. SIMON and his clients, including a NONEXISTENT LEGALLY DEVOID OF STANDING AND LOST OR SUPPRESSED TRUST may "verily" believe they are Beneficiaries, their belief is not legally qualified and their standing is wholly in question.

57. That A. SIMON claims,

> ELIOT's purported claims made either on his own behalf or that of his children fail to include reference to any document recorded with the Insurer naming ELIOT, ELIOT's children, or any of Simon Bernstein's grandchildren as beneficiaries of the Policy. Most importantly, however, I shall demonstrate in this memorandum that ELIOT has failed to assert any facts showing that a conflict exists with regard to my representation of my clients in this case. Neither has ELIOT provided any factual record showing the existence of a conflict or any misconduct on my part.

58. That A. SIMON fails to inform the Court that when there is no legal beneficiary at the time of death of an insured in the state of Florida, the insurance proceeds are paid to the Insured. The proceeds would then flow through the Estate of SIMON for the Probate court to then determine who the Beneficiaries through the dispositive documents and those beneficiaries in any scenario are ELIOT and/or his children or both and in every scenario P. SIMON and THEODORE are disinherited and their children may or may not have beneficial interests based on the effects of the FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS and other document problems that are contested in the Wills and Trusts at this time.

59. That if P. SIMON and THEODORE'S lineal descendants are Beneficiaries has recently come into further question as with defendant TESCHER'S resignation as Counsel letter in the Estates of SIMON and SHIRLEY, he has identified two first amendments to the dispositive documents of SHIRLEY, one that tries to put language into it regarding SHIRLEY'S Beneficiaries and one that does not and only removes a beneficial interest of THEODORE'S wife, Deborah Bernstein's child, Matthew Logan. That TESCHER acknowledges the liabilities this creates in his letter and ELIOT again has contested all of these documents due to the FORGERY and FRAUDULENT NOTARIZATIONS already found and other

evidence that document tampering has occurred in multiple other documents, including those documents in this Lawsuit that were filed by SPALLINA with HERITAGE and is the document that this Lawsuit is based upon for the breach claim.

60. That A. SIMON is the one that has not proved beneficial interest for the Plaintiffs or proved a trusteeship in the Lost or Suppressed Trust and has shown no legally binding proof that the Lost or Suppressed Trust even exists any longer. That again, the Lost or Suppressed Trust they claim is the CONTINGENT BENEFICIARY is not the name of the Contingent Beneficiary on the Lost or Suppressed Policy. That the PRIMARY BENEFICIARY still exists and this further limits and denies at the time of the filing of this Lawsuit a Contingent Beneficiary claim.
61. That ELIOT has proven to this Court that this Lawsuit was filed with a NONEXISTENT entity as Plaintiff, which is the beginning of the misconduct in this Lawsuit that merits A. SIMON'S disqualification as counsel and removal of pleadings filed, as to this date no legally binding evidence exists of a binding legal trust and thus the case must be dismissed on this basis alone and A. SIMON disqualified as an Attorney at Law that should have fact checked better before filing or not filed this baseless, vexatious, frivolous Lawsuit that attempts to convert assets of the Estate of SIMON to improper parties.
62. That A. SIMON has adverse interest in the matters, as he, his brother defendant D. SIMON and his law firm The Simon Law Firm will all be material and fact witnesses to the whereabouts of the Lost or Suppressed Trust and the Lost or Suppressed Policy. For example, to ask why they conducted searches of their law firm for the records and what records were recovered from their efforts and why they are simultaneously claiming they

never had possession. To ask, did they receive commissions or salaries or legal fees from the companies that sold the insurance, managed the trusts, etc. that they have interests in.

63. That A. SIMON is alleged to have filed this fraudulent Breach of Contract Lawsuit to fraudulently abscond with the proceeds without giving notice to ELIOT, and ELIOT'S children's counsel, Tripp Scott, that they were filing this Lawsuit. ELIOT had already demanded from SPALLINA, TESCHER, THEODORE and P. SIMON that any attempt to collect the proceeds in any proposed plan, since they claimed they had lost everything and were creating a POST MORTEM replacement trust, be made with the consent of himself and his children's counsel before insurance claims were filed.

64. That knowing that ELIOT wanted to review their scheme and have counsel approve it, A. SIMON, THEODORE, P. SIMON, SPALLINA, TESCHER and others filed this Lawsuit and intentionally secreted the filing from ELIOT and his children's counsel with intent to remove the asset from the Estate and convert and comingle it to themselves and maybe distribute back to ELIOT what they considered his fair share of their loot.

65. That ELIOT states that A. SIMON is not only conflicted and has adverse interests in the Lawsuit that make him and his law firm material and fact witnesses and participants in the matters with direct interests to his family members who would otherwise be excluded from the Lost or Suppressed Policy Proceeds but more importantly that ELIOT has shown that A. SIMON has participated in Fraud on the Court, Fraud on an Insurance Carrier, Fraud on the Beneficiaries of the Estate of SIMON and more that are absolute cause of FELONY violations of State and Federal Laws that adequate Prima Facie evidence has been presented to this Court for enough cause to remove him immediately and report his conduct thus far to

all the proper authorities both State and Federal, ethical and criminal, as required of Your Honor under Judicial Cannons and Attorney Conduct Codes.

66. That this Court can bet that with this much on the line personally and a possible prison sentence for the crimes, A. SIMON will now say or do anything to sway this Court from seeing the truth of what is now exposed and begin a smear campaign on ELIOT, which has already begun, including this toxic Response of A. SIMON to the Motion to Remove him and this is again further cause for A. SIMON'S removal from representing any parties further in this baseless litigation that he filed to further a fraudulent Conversion and Comingling of Estate Assets to improper parties, including but not limited to, the benefit of his brother's brother-in-law THEODORE, his sister-in-law P. SIMON and he and his brother's law firm.

67. That A. SIMON in failing to report SPALLINA for filing a fraudulent insurance claim acting as the Trustee of the Lost or Suppressed Trust has committed alleged MISPRISION OF FELONY already and was required to report such misconduct to the proper authorities when he learned that SPALLINA had filed a fraudulent claim that was DENIED by HERITAGE and which denial serves as the breach according to A. SIMON and thus SPALLINA would be liable for the breach since it was his fraudulent claim that was denied in the first place. One must wonder why A. SIMON has neither sued SPALLINA for this alleged criminal insurance fraud nor reported him as required under Ethic Rules and Regulations and State and Federal Law.

68. That not only does A. SIMON fail in his duties as an Attorney at Law to report knowing felony misconduct of another Attorney at Law but he in fact, furthers the fraud by filing this Lawsuit and then claiming that the two are not related and SPALLINA and TESCHER have nothing to do with the Lawsuit, attempts to Aid and Abet SPALLINA and TESCHER'S

crimes by covering them up in the Lawsuit and these again are just cause to REMOVE A. SIMON from representing any parties in this Lawsuit any further and force all the Plaintiffs to retain independent non-conflicted counsel to file further pleadings on behalf of the Lost or Suppressed Trust or this Court should instantly award ELIOT a default judgment.

69. That ELIOT believes that once A. SIMON is removed from this Lawsuit, as an insider with direct interests for his immediate family in the outcome of this Lawsuit, the Plaintiffs will NOT be able to hire an independent law firm with no skin in the game directly tied to the Lost or Suppressed Policy, who will continue this hoax of a Lawsuit and begin representing a Plaintiff that DOES NOT EXIST LEGALLY, the Lost or Suppressed Trust to continue this fraud on their behalf and risk their legal careers.

70. That A. SIMON claims,

> What makes the situation a bit more confusing is the fact that all of the pleadings for relief filed by my clients seek to claim the Policy proceeds on behalf of the Bernstein Trust or its beneficiaries, all FIVE children of Simon Bernstein. Our pleadings allege that ELIOT is a twenty percent beneficiary of the Bernstein Trust, so twenty percent of the Policy proceeds would inure to ELIOT. Conversely, ELIOT's pleadings fail to make any other coherent claim to the Policy proceeds on his own behalf or anyone else's for that matter.

71. That it is clear from P. SIMON'S note and letter from her lawyer, attached herein as Exhibit _____, clearly indicate that according to SPALLINA, in November 2011, P. SIMON and her lineal descendants were excluded 100% from the Estates and Trusts of both her mother and father and there is no mention of her interests to the Lost or Suppressed Policy or the Lost or Suppressed Trust and SPALLINA at that time in November 2011 makes no mention that she is an alleged 1/5th beneficiary of anything, in fact, according to GENIN'S account of

P. SIMON'S life, she was told that P. SIMON and her lineal descendants were DISINHERITED entirely.

72. That it is clear that in the November 2011 conversations between P. SIMON'S attorney GENIN and SPALLINA, that only 3/5th of SIMON'S children were to be benefactors of the Estates and Trusts of SIMON and SHIRLEY, according to SPALLINA.

73. That what is not clear from SPALLINA'S conversations with GENIN is exactly why SPALLINA was informing P. SIMON'S attorney she had been disinherited and if this was done with the express consent of SIMON, whose heavy underlining of SPALLINA'S name in the GENIN letter may indicate he was perturbed by this possible violation of attorney/client privilege that may have enraged P. SIMON who felt abused psychologically by this.

74. That SPALLINA'S informing P. SIMON of this disinheritance ended up so enraging P. SIMON and THEODORE that they began a boycott and abuse of SIMON from shortly after the time of death of SHIRLEY to his death.

75. That THEODORE and P. SIMON then recruited two of three of their other siblings into the boycott, allegedly based on SIMON'S seeing his companion and all of the grandchildren of THEODORE, P. SIMON, IANTONI and FRIEDSTEIN were mandated to partake in the boycott, yet underlying the companion complaints, there were efforts to force SIMON to make changes in his and SHIRLEY'S estate plans and give in to their demands and reinherit them.

76. That SPALLINA may have intentionally caused this anger by informing P. SIMON'S counsel that she and THEODORE were cut of the Estates, as is evidenced in P. SIMON'S note that she feels this was an act of "Psychological Violence" against her and THEODORE

and she demanded changes. It certainly appears strange that SIMON was not involved in these calls or referenced in the GENIN letter as being cognizant that SPALLINA was informing them of his last wishes and desires prior to any reading of the Will or his death. In fact by his notes on GENIN'S letter he was unaware of this conversation and what had been discussed at all.

77. That A. SIMON claims,

> My client's seek a court order which would allow for the distribution of the Policy proceeds according to the intent of Simon Bernstein. All of the potential ultimate beneficiaries of the Policy proceeds are represented in the instant litigation. Four of these ultimate beneficiaries are my clients, and the fifth, ELIOT, has chosen to represent himself and pursue his own agenda, pro se.

78. That A. SIMON fails to see that the distribution of Policy proceeds which would allow for SIMON'S intent to be carried out cannot legally be proven any longer, as he and his clients claim the documents necessary to prove SIMON'S legal intent are lost or suppressed at this time. Therefore, where the beneficiary is not present at the time of death, it is not the intent of the Insured that directs the proceeds but rather they are paid to the Insured and then are facilitated through the estate of the insured to the beneficiaries. Since SIMON could have changed his mind and intent on who the beneficiaries were up until death and the insurance carrier and SPALLINA claim he was considering changing the beneficiaries shortly before his unexpected and untimely death, his intent is further murky.

79. That ELIOT states that the intent of SIMON is not known, as the even in their account the beneficiary is lost and does not exist so the true intent of SIMON cannot be proven legally and thus is not sufficient to pay a death claim or award any proceeds to nonqualified nonexistent parties no matter what percentage of SIMON'S children want it to be in their

favor, in efforts to deprive the Estate Beneficiaries who are legally entitled to the proceeds and do not include THEODORE and P. SIMON and include only 3/5 of the children. As for all the ultimate ALLEGED beneficiaries being represented in this Lawsuit, once again we return to why SPALLINA, the Estate Personal Representative and Executor filed a claim on behalf of SIMON in the first place if the Beneficiaries of the Estate, which may include the grandchildren of SIMON, who are not represented here at all and in a LOST beneficiary situation are the Legal Beneficiaries through the Estate of SIMON. Again, this is a false statement of fact that attempts to make wholly unsupported claims of what A. SIMON believes to be the beneficiaries, not supported by any facts or legal documents.

80. That those not represented with intent by A. SIMON include all TEN of SIMON'S grandchildren. That ELIOT states his children and the other seven grandchildren were intentionally left out of this Lawsuit when it was filed, to intentionally conceal the fact that they could be direct beneficiaries and not certain of their parents until after THEODORE and P. SIMON had absconded illegally with the proceeds from them. A. SIMON as an Attorney at Law knew and knows that the Estate of SIMON and the TBD Beneficiaries of the Estate were entitled to the benefits unless this Fraud on a US District Court using a NONEXISTENT ENTITY and more was successful in converting the Estate's life insurance asset to them outside the Estate and Estate Beneficiaries. That this False Statement of Fact that all parties are represented who have potential interests in the Lost or Suppressed Policy continues a Pattern and Practice of False Statements to this Court, with scienter.

81. That ELIOT did not choose to represent himself and his own agenda in this Lawsuit as he was not included in the parties represented in this Lawsuit filed by A. SIMON originally and was purposefully misled and the information intentionally withheld from him by

SPALLINA, THEODORE, P. SIMON and A. SIMON. A. SIMON in the last breath quoted above stated all parties were represented in these matters, yet ELIOT and his children were excluded and only 4/5th of SIMON'S children were part of this Lawsuit to begin with, again disproving his prior claim that all parties were represented by his efforts.

82. That ELIOT was sued as third party defendant by JACKSON and that is how he became represented in this Lawsuit, not through A. SIMON'S including him, as A. SIMON would have this Court now believe.

83. That once caught in this Lawsuit by ELIOT'S be joined by JACKSON, A. SIMON now claims to the Court that the rest of the siblings all decided to move forward with this action and were going to hold ELIOT'S portion once they received the funds for him, behind his and children's counsel backs and ELIOT has bridges to sell the Court if you believe that this money would have ever been released to ELIOT or his children based on their good graces, as nothing guaranteed ELIOT would receive any monies.

84. That in prior pleadings A. SIMON has stated that ELIOT owed the Estate monies that would somehow be charged back against his interests, indicating they had intentions of taking the insurance monies of ELIOT'S and his children and using it as some form of payback to them, as if ELIOT was somehow a creditor of the Estate.

85. That A. SIMON claims,

> To avoid any appearance of a conflict and in furtherance of the goals of transparency, accuracy and finality, my clients and I would welcome having the ultimate distribution of the Policy proceeds occur under this court's supervision, i.e. with an accounting and vouchers being submitted to the court.

86. That the Policy proceeds should NOT be distributed under this Court's supervision at all and should be returned to HERITAGE who should then determine what to do with the proceeds according to Law, in the event of a Lost or Suppressed Trust and then further what to do when they have a Lost or Suppressed Policy.

ELIOT COMMENTS ON A. SIMON'S FACTUAL BACKGROUND

87. That A. SIMON claims,

> "ELIOT'S Motion to Disqualify contains no factual support which would lead this court to disqualify me as counsel. ELIOT has not attached his own Affidavit to his motion. ELIOT has not attached an Affidavit of the Plaintiffs, other parties to this litigation, or any other witness in support of his motion. With that being said, I submit the following factual background regarding my representation supported with my attached Affidavit:"

88. That ELIOT states, as already cited herein and in prior pleadings, A. SIMON should first and foremost be DISQUALIFIED, SANCTIONED and reported to the proper ethical and legal authorities for filing this baseless, meritless, frivolous, toxic pleading and Lawsuit with no Plaintiff that legally exists and more, in efforts to perpetrate FELONY MISCONDUCT to FRAUDULENTLY CONVERT and COMINGLE INSURANCE POLICY PROCEEDS to his clients, who lack standing, beneficial interest and trusteeship, and are not qualified legal beneficiaries of the Lost or Suppressed Policy insuring the life of SIMON and have delayed and stymied distribution of proceeds to the True and Proper Beneficiaries through these ongoing insurance fraud schemes, now using a US District Court to facilitate the crimes for over a year of failed attempts.

89. That these allegations are not without merit, as the Court can plainly see, for approximately eight months this meritless Lawsuit has been without a qualified legal Plaintiff and A.

SIMON has known this, especially as an Attorney at Law but he had not anticipated ELIOT finding out about his carefully concealed Lawsuit and challenging him on these matters before he could abscond with the proceeds for he and his family's benefit.

90. That again, the Court should note that without this Fraud via the Court as host to the crime, wrapped in a legally devoid of standing of Lawsuit, A. SIMON and his family members, brother D. SIMON and sister-in-law P. SIMON would get NOTHING from the proceeds of the Lost or Suppressed Policy, as SIMON INTENDED.

91. That A. SIMON claims,

> 2) Since 1990, I have worked in a law firm with my brother, David B. Simon known as The Simon Law Firm. The Simon Law Firm has been named as a third-party defendant in the instant litigation by ELIOT.

92. That ELIOT states that The Simon Law Firm has been named as a third-party defendant in this matter for good and just cause, including but not limited to, for filing this fraudulent Lawsuit to commit a Fraud on the Estate Beneficiaries of SIMON, Insurance Fraud and more.

93. That A. SIMON, D. SIMON and P. SIMON, all work out of the same offices of STP Enterprises ("STP"), a company founded by SIMON and all worked for SIMON from the day they graduated college and all made boat loads of monies from SIMON'S insurance products that he created, including but not limited to, VEBA 501(c)(9) Voluntary Employee Death Benefit Association plans that he was a Pioneer in and Arbitrage Life Payment System, another product he pioneered and had intellectual property claims too and these products led to Simon being one of the most successful insurance agents in the nation, having

hundreds of millions of dollars of premium and millions upon millions of commissions for the companies he owned and founded and was the largest producer of sales for.

94. That A. SIMON claims,

> 3) I have also worked as assistant general counsel for a life insurance brokerage owned by David B. Simon and Pamela B. Simon named STP Enterprises, Inc.("STP"). STP has been named as a third party defendant in the instant litigation by ELIOT.

95. That ELIOT states, this should also be cause for A. SIMON'S disqualification and sanctioning as he is General Counsel to a defendant STP in the Lawsuit and will be a material and fact witness to relevant matters in the Lawsuit and should not therefore be representing any other parties interests other than his own as a defendant.

96. That A. SIMON out of respect for all that SIMON did for him from his youth onward should properly state that the company owned by his brother and sister-in-law was founded out of the hard work of SIMON who later abandoned STP when he gifted 50% of STP to P. SIMON and D. SIMON and arranged a buyout for the other 50%, which is alleged to have not been fully honored by P. SIMON and D. SIMON, leading, along with other issues to be discussed further herein, to the dissolution of a meaningful relation between P. SIMON, D. SIMON and both SIMON and SHIRLEY who felt betrayed by the breach of contract and washed their hands of them.

97. That A. SIMON claims,

> 4) I am currently representing the Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 (the "Bernstein Trust"), Ted Bernstein, as Trustee and individually, Pamela B. Simon (my sister-in-law), Jill Iantoni, and Lisa Friedstein as Plaintiffs. I am also representing those parties as counter, cross, or third party defendants where they have been named as parties by either ELIOT or Heritage Union. I

am also representing The Simon Law Firm and STP as they have been named as third-party defendants by ELIOT.

98. That ELIOT asks how A. SIMON is representing a NONEXISTENT ENTITY the Lost or Suppressed Trust aka "Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95" and under what terms was his retainer agreement signed to prove he is qualified to represent that which does not exist? Who is paying him and how?
99. That ELIOT asks how is A. SIMON representing "Ted Bernstein" who does not exist legally as his legal and proper name is alleged to be Theodore Stuart Bernstein.
100. That ELIOT asks this Court that when the NONEXISTENT LOST PLAINTIFF, the Lost or Suppressed Trust DOES NOT LEGALLY EXIST, how can A. SIMON then claim to represent a "Trustee," "Ted," of that NONEXISTENT LEGAL ENTITY. Under what terms and conditions has "Ted," who does not legally exist, operate under? That ELIOT has exhibited in prior pleadings that THEODORE has been operating in numerous false fiduciary capacities in the Estate of SHIRLEY and transacting dealings without proper authority for over a year, as was learned in the September 13, 2013 Hearing and the October 28, 2013 Evidentiary Hearing before Honorable Judge Martin Colin.
101. That ELIOT states that A. SIMON knew that SPALLINA impersonated himself as "Trustee" for the Lost or Suppressed Trust when filing his fraudulent insurance claim that this fraudulent Breach of Contract Lawsuit is based upon and SPALLINA acted in the fiduciary capacity of his alleged client "Ted" and yet A. SIMON failed to notify this Court or the proper criminal authorities of this slight fraud on the alleged Lost or Suppressed Trust and the insurance company by SPALLINA.

102. A. SIMON knew that "Ted" was not qualified to be Trustee of the Lost or Suppressed Trust when he filed his Lawsuit, as SPALLINA and THEODORE knew prior to filing that the Trustee and Beneficiaries were at best an "educated guess" and as such not legally qualified. The fact that Plaintiffs knew the Lost trust had no legal standing is why the Plaintiffs and SPALLINA proposed creating a NEW POST MORTEM SAMR Trust where THEODORE stated he would volunteer to be "Trustee" of the NEW TRUST, based on his belief that he was Trustee of the Lost or Suppressed Trust. Now suddenly A. SIMON tries to claim the Lost or Suppressed Trust does in fact have legal standing when factually it still does not.

103. That if Pro Se'r ELIOT were to have filed a Lawsuit with a non-existent Plaintiff and representing improper legal names of Plaintiff's we could all laugh at ELIOT'S expense for his lack of legalese and lack of fact checking, but when this is accomplished by a self-proclaimed seasoned Attorney at Law, as A. SIMON self-professes to be, there again can be no excuse for these glaring pleading deficiencies, as even ELIOT knows that the Plaintiff must legally exist to be a qualified party to a lawsuit and to use proper legal names when filing a Lawsuit.

104. That A. SIMON claims,

> 5) The goal of all Plaintiffs I represent is to prosecute their claims to the Policy proceeds as set forth in their First Amended Complaint (Dkt. #73).

105. That A. SIMON represents Plaintiffs that do not legally exist in certain circumstances discussed already herein and the other Plaintiffs claims lie under that NONEXISTENT LEGAL ENTITY too and thus DO NOT LEGALLY EXIST IN THESE MATTERS EITHER.

106. That A. SIMON claims,

> 6) The goal of all cross, counter or third-party defendants I represent is to defeat the counter-claims, cross-claims and/or third-party claims made against them by ELIOT.

107. That A. SIMON should also mention here that he also represents himself in these matters, Pro Se, purportedly both professionally and personally if that is ethically possible and represents all other Plaintiff's, which also includes his law firm as defendant.

108. That A. SIMON claims,

> 8) I have had no involvement with ELIOT's inventions, patents, business or personal life, outside of a limited time he was selling life insurance as an agent of STP at the same time I was working for STP in the 1990's.

109. That ELIOT states that this is not exactly true either, as the true story relating to A. SIMON, D. SIMON and P. SIMON'S involvement in ELIOT'S inventions in this "limited time" that he did have involvement with D. SIMON and The Simon Law Firm their actions had a profound and dangerous effect on both ELIOT and SIMON.

THE FIRST BETRAYAL OF ELIOT BY FAMILY – THE P. SIMON FAMILY AND FOLEY CONNECTIONS

110. That D. SIMON, A. SIMON, P. SIMON and The Simon Law Firm were in fact integrally involved with Iviewit's Intellectual Properties and were actually given a large volume of highly confidential information by both SIMON and ELIOT when it was discovered that the Intellectual Properties were attempting to be stolen by primarily the law firms SIMON and ELIOT had contracted as patent counsel for Iviewit, namely PROSKAUER and their referred friends at Foley & Lardner LLP ("FOLEY").

111. That SIMON in 1999-2002 suggested that this information regarding the thefts and the criminal and ethical complaints ELIOT was filing in both State and Federal Criminal and Civil venues against the rogue law firms be given to D. SIMON to evaluate and help secure representative counsel to fight them. ELIOT and SIMON then tendered this information to D. SIMON and The Simon Law Firm. Here begins a betrayal that puts the entire Bernstein family at risk and caused both SIMON and ELIOT to sour further in their relations with D. SIMON, A. SIMON, P. SIMON and The Simon Law Firm

112. That D. SIMON stated he knew people at Hopkins & Sutter law firm from SIMON'S connections there and where Hopkins & Sutter had done volumes of work and enormous billable hours for SIMON in developing and protecting his innovative insurance programs, including the intellectual property work for the Arbitrage Life program, which required a mass of legal documentation necessary for the plan and he would have his friends take a look at what could be done.

113. That then D. SIMON suddenly stopped paying ELIOT under his newly signed contract and sued ELIOT when ELIOT stated he would notify clients and carriers of the Breach and the risks of STP having a six and half million dollar liability to ELIOT that could put them out of business and cause the clients trusts to be jeopardized. The Lawsuit filed was

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

Case No. 50 2004A002166XXXXMB

"S.T.P. ENTERPRISES, INC. AND DAVID B. SIMON,
PLAINTIFF,
VS.
ELIOT I. BERNSTEIN AND "IVIEWIT," TECHNOLOGIES, INC.
DEFENDANT."

For the initial complaint please visit the URL @ http://www.iviewit.tv/STP%20LAWSUIT/2004%2003%2004%20STP%20Lawsuit.pdf , fully incorporated by reference herein.

114. That this Court should note here that the Simon Law Firm and D. SIMON and A. SIMON as partners filed this Lawsuit regarding the insurance business relation they had with ELIOT but then for some strange reason sued Iviewit, his technology company that had nothing to do with the Lawsuit matter???????

115. That ELIOT had threatened to notify Arbitrage related insurance carriers and clients that D. SIMON and P. SIMON had violated an agreement with ELIOT where he was to be paid ¼ percentage point on ALL Arbitrage Life Premium sold in perpetuity, for his 20 year contribution to the family's business growth through his sales efforts, which made him the largest salesman in the company, behind his father of course but it was close. That as P. SIMON and D. SIMON were getting the stock for administering and managing the monies brought in by ELIOT, SIMON and their field forces, ELIOT was getting this ¼ pt. agreement for a percentage of all funding raised by any agent anywhere and P. SIMON and D. SIMON breached the contract in order to drive ELIOT away and it worked, as ELIOT lost all respect for D. SIMON, A. SIMON, The Simon Law Firm and P. SIMON and went his own way, SIMON walked from them shortly thereafter and then agents and clients have followed ever since.

116. That ELIOT filed on March 18, 2004 Eliot Answer and Counter Complaint in http://www.iviewit.tv/STP%20LAWSUIT/2004%2003%2018%20STP%20Answer%20to%20Complaint%20Filed.pdf , fully incorporated by reference herein.

117. That ELIOT had also inked this deal with STP with the anticipation of honoring his agreement with a one, John E. Cookman, Jr. ("COOKMAN") who was with Frank B. Hall agent at through ELIOT'S business relation with him, he then led SIMON and ELIOT and STP into top Wall Street banks at the TOP, his father having been the CFO of Phillip Morris[3] for decades.

118. That COOKMAN introduced SIMON to the heads of ABN, CHASE, FIRST INTERSTATE BANK and many others who ended up doing hundreds of millions of dollars of premium for STP in their Arbitrage Life Plan. COOKMAN too anticipated getting paid 50% of ELIOT'S ¼ point interest in these dollars he raised with SIMON and trusted SIMON when these deals were made for STP and P. SIMON and D. SIMON breached their contract with ELIOT and thus COOKMAN also was deprived of his anticipated percentage of his ½ of ELIOT'S ¼ point.

119. That ELIOT was to get this percentage in perpetuity and all his contracted commissions for his nationwide sales force created wholly from his own company run from his college garage to his California companies garage, where he sold Billionaires and Multimillionaires to boot, giving great name recognition to the products as well as providing a massive growth in STP due to his own companies sales performance.

120. That when D. SIMON and P. SIMON were gifted their inheritances in advance with the transfer of the companies by SIMON to them, they began a campaign to get rid of ELIOT and his ¼ point agreement and so they breached the contract with ELIOT, after SIMON was gone and left ELIOT with no choice but to sue them or notify the carriers and his clients and agents nationwide of their breach and the growing liability and risk to all parties involved,

[3] http://www.nytimes.com/1982/08/22/obituaries/john-e-cookman72-is-dead-was-a-philip-morris-executive.html

including a massive lapse of policies if ELIOT'S clients withdrew from the program early and massive calamities if COOKMAN'S referrals dried up on them.

121. That when ELIOT submitted STP an ultimatum to either pay him his monies or that he would be forced to notify all parties involved, insurance carriers, clients and agents of their torturous breach of contract and where the resulting liabilities could put them all at risk in the program, D. SIMON, A. SIMON and The Simon Law Firm sued ELIOT and tried to stop him legally from contacting the parties that were at risk.

122. ELIOT countersued for approximately the six and a half million dollars owed him to date at that time, even more now would be owed and after review of the counter complaint, the Judge hearing the case advised D. SIMON'S counsel that he should negotiate a settlement with ELIOT as ELIOT had provided the Court with adequate proof of a contract and that it appeared he would win a judgment for their breach.

123. That it should be noted that the amount that was owed to ELIOT was the amount P. SIMON and D. SIMON according to GENIN'S letter paid SIMON for his 50% interest in STP.

124. On or about that same time, SIMON contacted ELIOT and asked that he withdraw the counter complaint and cease pursuing the lawsuit, as SHIRLEY had been further diagnosed with heart and cancer problems and this in family fighting could kill her. ELIOT promptly ceased further action and washed his hands of D. SIMON, P. SIMON and A. SIMON.

125. That SIMON promised ELIOT that he would leave him ample amounts through his inheritance to cover his losses and that he would pay ELIOT amounts he needed as necessary while alive if necessary and he did.

126. That ELIOT had started the Iviewit companies with SIMON, with SIMON a 30% stake holder in the Companies and Intellectual Properties and ELIOT a 70% stake holder and on

or about the time of the STP counter complaint in 2003, ELIOT alleges that D. SIMON, The Simon Law Firm and A. SIMON, along with their friends from Hopkins & Sutter (where the Obama's both worked for a time) then sold or were otherwise acquired by FOLEY and both ELIOT and SIMON feared that with the acquisition went all the private and confidential information of Iviewit regarding FOLEY that ELIOT and SIMON had given to D. SIMON and The Simon Law Firm.

127. That ELIOT was further dismayed and SIMON too at the possibility that D. SIMON had provided FOLEY with this inside information through HOPKINS and then suddenly P. SIMON, D. SIMON are alleged to have become high rolling Internet Stock Players (both prior having reveled in the fact that they did not believe in computers and did not have one on their desks, boasting of this to clients and bankers alike) in the stock market making vast fortunes on companies that were using ELIOT'S technologies without paying royalties to ELIOT, as those royalties are alleged converted to both PROSKAUER and FOLEY illegally since that time.

128. That on or about this same time, P. SIMON and D. SIMON breached their contracts with both SIMON and ELIOT and left them with the option of suing family to recover or walk away from them and the resulting rift between the Simon family and SIMON lasted until both SIMON and SHIRLEY died, with almost no contact or business dealings thereafter.

129. That both ELIOT and SIMON washed their hands and SIMON tore his cloth and disinherited them with disgust, where in Orthodox Judaism the disinheriting of a child is to mourn ones child as if deceased, strikingly the language both SIMON and SHIRLEY used in their dispositive estate documents when disinheriting P. SIMON and THEODORE and their lineal descendants as predeceasing them in 2008.

130. That the real reason for the baseless defamation lawsuit was to smear ELIOT and make him out to be slandering and defaming them and the language used was similar to the language their new friends at FOLEY and PROSKAUER were using at that same time, who were trying the same slander / defamation defense against ELIOT in defense of the criminal and civil actions ELIOT had taken against their law firms in both state and federal venues.

131. That this whole Lawsuit scheme blew up in their faces and The Simon Law Firm, A. SIMON and D. SIMON gave up their frivolous and slanderous claims against ELIOT when the judge told them that ELIOT would prevail in Court and they had better settle, after the judge had reviewed ELIOT'S counter complaint.

132. That despite ELIOT having the judge in his court, he walked away from the Lawsuit due to his father's request due to his mother's health concerns and they did not pursue their cause of action because like this case it was baseless and their lawsuit was dismissed.

133. That this defamation lawsuit and the breach of contract with ELIOT in the insurance business he mostly built with his father was another effort of A. SIMON, D. SIMON and their law firm to harass and harangue and defame and slander ELIOT through baseless Lawsuits that abuse their legal degrees and the courts, similar to this Lawsuit after selling ELIOT out and aligning with his enemies.

THE SECOND BETRAYAL OF ELIOT & SIMON BY FAMILY – THEODORE BERNSTEIN SELLOUT AND FRIENDING OF PROSKAUER

134. That ELIOT was then informed when seeking to secure $25 Million for the Private Placement Memorandum from AOLTW/Warner Bros. that the patents on file with the patent office were not the patents that Iviewit's patent attorneys and others had distributed to AOLTW/Warner Bros. as part of the patent disclosures and that it appeared that Iviewit's

former patent counsel was patenting patents for Iviewit inventors in their own names and other unauthorized persons names and misleading potential investors.

135. That this was found to be true and ELIOT began to formulate criminal and civil actions against the perpetrators from the law firms, when a one, Brian G. Utley, former President of Iviewit and referred by PROSKAUER came to visit ELIOT in California and threatened ELIOT that if he exposed these crimes against the attorneys they would kill him and to watch out for he and his family's backs when he returned to Florida. That he made the threat on behalf of his friends at FOLEY and PROSKAUER and the question became who tipped them off that ELIOT was on to them and formulating complaints.

136. That Utley and Christopher Wheeler ("WHEELER") of PROSKAUER brought in to Iviewit, their good friend from their IBM day's together, FOLEY'S patent counsel, a one William Dick, former head of IBM'S far eastern patent pooling division to fix the patents that were found deficient that were done by Rubenstein's partner a one Raymond Anthony Joao, Esq., who simultaneously put approximately 90+ patents in his name after taking disclosures from ELIOT and instead of fixing them, FOLEY was found furthering the fraud and putting IP now into Utley's name and creating two sets of virtually identical patents with different inventors in a corporate shell and patent shell scheme to steal the IP.

137. That FOLEY'S patent applications have been suspended by the USPTO for several years now pending USPTO OED investigations in combination with FBI investigations that have all turned into corruption stalled investigations with missing agents and files and more.

138. That it was also learned from AOLTW/Warner Bros. attorneys that Iviewit was in an Involuntary Bankruptcy and a Billing Litigation with PROSKAUER for a billing dispute

before Judge Jorge Labarga[4] that was in progress and no one had mentioned this to AOLTW/Warner Bros. when soliciting investment funds or to Wachovia who was soliciting the PPM without even a footnote regarding a Billing Lawsuit or Involuntary Bankruptcy action.

139. That ELIOT, the Board of Directors and Management had never heard of these legal actions and even more shockingly it appeared that these Iviewit companies were somehow

[4] ELIOT notes to this Court that the Probate Court Judge Martin Colin, states in his Florida Bar resume that he Labarga was his mentor and ELIOT has been pursuing Labarga since the early 2000's when he allowed the fraud on his Court to continue and favored PROSKAUER in a lawsuit that will soon be appealed based on newly discovered evidence of Fraud on the Court that took place in that lawsuit. http://www.palmbeachbar.org/judicial-profiles/judge-martin-colin , fully incorporated by reference herein.

That for the docket of this Lawsuit "PROSKAUER ROSE LLP V IVIEWIT.COM,INC" Case No. 502001CA004671XXCDAB and please note the docket entry at the end of the case files removed from Court @ www.courtcon.co.palm-beach.fl.us/pls/jiwp/ck_public_qry_doct.cp_dktrpt_frames?backto=P&case_id=502001CA004671XXCDAB&begin_date=&end_date=
It should be noted that somehow Judge Labarga has been replaced on the case by, JUDGE THOMAS H BARKDULL III.

That ELIOT further states that Labarga was the beginning of ALL the problems ELIOT has had with the legal system since, as attempts to cover up the Labarga Lawsuit and the many legal problems with how the case was handled, it was then found that the Florida Bar and New York Disciplinary Departments had been infiltrated by PROSKAUER lawyers who acted illegally in blocking complaints against their law firms and well, from there, the rest of the story is online at www.iviewit.tv and the headlines recently posted at the Iviewit site homepage speak for themselves about the recent discovery that ELIOT'S RICO and ANTITRUST lawsuit and other related cases have been intentionally interfered with to OBSTRUCT JUSTICE and DENY ELIOT and Other Related Cases Due Process and these crimes are alleged to have occurred in the recent press articles by the heads of the New York Supreme Court Department Disciplinary Departments and other high ranking public officials. See Exhibit 2 – Expose Corrupt Court Articles and Information OR MAKE A LINK TO THEM.

That ELIOT is not stating Judge Martin Colin is involved in these matters or has had conversations at any time with Labarga regarding Iviewit and the Estates of SIMON and SHIRLEY, ELIOT is just pointing out the apparently coincidental relationship discovered and ELIOT will be asking Judge Colin to answer these questions about if he was being mentored during the Iviewit years with Labarga or has spoken to him ever about it and to declare if he now has adverse interests with the Estate cases of SIMON and SHIRLEY due to the fact that the FORGERY and FRAUDULENTLY NOTARIZED documents and those posited with his Court by SIMON while dead by Officers of his Court, now makes him a material and fact witness as his name is also on documents admitted to the Court by SIMON while deceased.

That one could say that Labarga's rise to recently elected Chief Justice of the Florida Supreme Court on January 30, 2014, started after the Proskauer v. Iviewit case was thrown and after his involvement in the Florida Recount of Bush v. Gore and may owe much of his rise to ELIOT.

represented by counsel that no one knew of. That later it would turn out that there were duplicate named corporations that were in possession of Intellectual Properties that were almost identical to Iviewit's but better and in the wrong parties names, filed with the USPTO by FOLEY.

140. That PROSKAUER had worked on the Wachovia Private Placement exclusively with Utley and FOLEY and they had failed to mention these legal actions in the PPM.

141. That ELIOT then went to war in the courts to protect his and SIMON'S Intellectual Properties where the royalties were being converted to the rogue lawyers and law firms and they definitely had a monetary advantage from ELIOT'S technology royalties that they instantly began collecting as their own through a variety of patent pooling schemes that tie and bundle ELIOT'S technologies in Violation of Sherman and Clayton and all those Antitrust Laws and where these law firms were composed of thousands of lawyers who stood, and still stand, in risk of losing everything if ELIOT is successful in prosecuting them and gaining the royalties owed now for a decade and half and sweeping their ill-gotten gains in the RICO.

142. That after being sold out by D. SIMON and P. SIMON to Hopkins & Sutter/Fooley & Lardner, SIMON and ELIOT stopped speaking with D. SIMON and P. SIMON in most business aspects and saw them only at rare family events they attended and purely on a superficial level, as they no longer could be trusted as family or friend.

143. That FOLEY now however had inside information regarding whom ELIOT and SIMON had been working with at State and Federal Agencies across the country, what legal strategies were being laid and with whom and this seriously changed the schematics and endangered their efforts to prosecute PROSKAUER and FOLEY.

144. That the damages done to ELIOT by the breach of their contract and failure to pay over six million dollars owed to him and his agents was devastating and ELIOT folded his insurance business and pursued other interests.

145. That then, after busting PROSKAUER attorneys at law in rigging bar complaints in Florida and New York through conflicts which denied due process through obstruction, which led to a Court Order[5] for Investigation of the deceased PROSKAUER Partner Steven C. Krane (former New York Bar Association President and Departmental Disciplinary Kingpin), PROSKAUER Partner Kenneth Rubenstein (head of PROSKAUER'S Patent Department founded after learning of ELIOT'S technologies and Rubenstein is also the sole Patent Evaluator for the largest infringer of ELIOT'S technology, MPEGLA, LLC) and former Chief Counsel of the New York Supreme Court Departmental Disciplinary Committee First Department, Thomas Cahill. That ELIOT at this time was then elevating the Florida Corruption complaints involving Judge Jorge Labarga and the Florida Bar straight into the United States Supreme Court[6].

---

[5] Court Order for Investigation of Krane, Cahill and Rubenstein
http://iviewit.tv/CompanyDocs/2005%2001%2010%20DiGiovanna%20Krane%20NY%20SUPREME%20COURT%20SECOND%20DEPT%20CERT.pdf

[6] For the Supreme Court Filing regarding these matters please reference the following URL @
http://iviewit.tv/supreme%20court/index.htm

146. That on the way to file such Supreme Court challenge of the public office corruption that had ensued, a very real car BOMB[7] went off in the Minivan of ELIOT'S family vehicle only a few hours before ELIOT'S wife and children were to take possession of it.

147. That this second selling out of ELIOT and SIMON begins here by a family member and begins with THEODORE being the last person to have had possession of the vehicle and having it towed when the battery died to the first auto body shop where the Minivan was then robbed and stripped of all the wiring, yet as the pictures show at the URL http://www.iviewit.tv/Image%20Gallery/auto/Auto%20Theft%20and%20Fire%20Master%20Document.pdf pages 11 & 12, the radio and tv were left in but the wiring was stripped, indicating possible removal of listening devices that had been planted in the vehicle. As indicated in the attached recently published articles regarding the wiretapping of Anderson and the legally related cases in efforts to obstruct justice that have recently been learned of, including the illegal wiretapping of sitting Judges and Attorneys at Law who were involved in cases exposing the corruption, the theory gains more probable cause. That after learning that Senator John Sampson, former head of the New York Democratic Party and Chairman of the NY Senate Judiciary Committee was threatened and then took bribes to cover up corruption in the courts, after holding hearings with ELIOT, ANDERSON and many others, including sitting Judges on their complaints against public officials.

148. That after the robbery of the Minivan, it was then strangely towed to another shop where it was to be repaired and leaving ELIOT'S wife CANDICE filing with the Supreme Court

[7] FBI Letter re Minivan's "SPONTANEOUSLY COMBUSTING" and blowing up ELIOT'S MINIVAN and cars next to it @ http://iviewit.tv/Image%20Gallery/auto/Auto%20Theft%20and%20Fire%20Master%20Document.pdf

filing on her bicycle in the pouring FLORIDA rain with two banker boxes full of filings for the Supreme Court.

149. That when contacted finally to pick up the Minivan, only hours before Candice and the babies were to be in the car, it blew up and it is alleged by fire investigators that a police officer's radio frequency when passing by the vehicle in the early hours of the morning may have inadvertently set off the bomb prematurely, that it was stated that he videotaped much of the after effects of the explosion and resulting car fires.

150. That THEODORE'S involvement was further learned to be strange when ELIOT told FBI and other investigators that THEODORE had the vehicle towed by AAA but it was later learned from AAA who called ELIOT directly after being contacted by the authorities that on the way to pick up the vehicle, THEODORE had called AAA and cancelled his membership and the tow request and had changed the tow operator who turns out was and is a large client of a one, Gerald R. Lewin, CPA ("LEWIN"), who was the person who had referred Iviewit's technologies to PROSKAUER and his close personal friend, the estate planner for the Boca Raton, FL office of PROSKAUER, a one Albert Gortz ("GORTZ"). PROSKAUER at the time did not have a patent department it was later learned.

151. That LEWIN and GORTZ are two of the central alleged RICO conspirators who started this whole mess for ELIOT and his entire family and this world and ELIOT it was learned was not the only inventor who this ring had attempted to heist Intellectual Property from. Most of this case information and their past history of attempted IP theft can be found in ELIOT'S Amended Complaint in his RICO and ANTITRUST @ http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern

%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.pdf , fully incorporated by reference herein.

152. That ELIOT further states that PROSKAUER was contracted to do estate plans for SIMON and ELIOT to put the Iviewit stocks into their children's (and SIMON'S grandchildren's names) names prior to the IPO so that the growth would accumulate in their names instead of in ELIOT and SIMON'S names and then have the burden of transferring it to the children at death or sooner at the higher value.

153. That in that estate planning work that SIMON did, way back in 2000-2001 with PROSKAUER, P. SIMON and her lineal descendants were already considered to be predeceased and disinherited, as about this time D. SIMON and P. SIMON had breached their buyout terms with SIMON and he again was done with them financially after they breached their agreements with him in the transfer of the companies.

154. That strangely enough and you thought it could not get stranger, an "EXHIBIT 1" is inserted into the record of SIMON'S Estate in 2012, along with an alleged 2012 Will he allegedly signed only days before his death, yet they are not bound together in any way and this alleged "Exhibit 1 Will" (see URL @ http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121010%20WILL%20EXHIBIT%20DATED%202000%20DONE%20BY%20PROSKAUER%20ROSE.pdf , fully incorporated by reference herein) is prepared ALLEGEDLY by PROSKAUER on August 15, 2000, yet it is not attached or referenced in the 2012 alleged Will prepared by SPALLINA and TESCHER and has no absolutely relation to any other document in the

docket[8], but yet, it clearly shows that P. SIMON had already been disinherited way back then. Further, it raises the brow as to why this was inserted into the record in the first place and by whom, as the filing party is mysteriously not listed in the docket or on the document.

155. That it should be noted here that PROSKAUER and TESCHER and SPALLINA apparently are closely related in the business and personally with PROSKAUER Partners directly tied to the Iviewit matters, see the URL @ http://www.jewishboca.org/news/2012/03/04/pac/caring-estate-planning-professionals-to-honor-donald-r.-tescher-esq.-at-mitzvah-society-reception-on-march-27/ and http://blacktiemagazine.com/Palm_Beach_Society/David_Pratt.htm , both fully incorporated by reference herein.

156. That it is alleged that SIMON was horrified by the possibility of THEODORE'S possible involvement in the bombing, after the bombing, while doing their replacement of PROSKAUER'S estate plans with Tescher & Spallina, P.A., who THEODORE brought into SIMON and SHIRLEY'S lives claiming that if SIMON did his estate planning work with them, THEODORE, who was just recovering from a bankruptcy he filed, would get substantial amounts of referrals of insurance clients from Tescher & Spallina, P.A. During this 2008 revision of their Estate plans SIMON and SHIRLEY then disinherited THEODORE and again P. SIMON and their lineal descendants.

157. That it is alleged that SPALLINA and TESCHER who are close personal friends with THEODORE tipped off THEODORE of his disinheritance, in breach of SIMON and

[8] Simon Bernstein Docket, Judge David E. French @ http://www.iviewit.tv/Simon%20Bernstein%20Docket%20Judge%20David%20E%20French.htm , fully incorporated by reference herein.

SHIRLEY'S attorney client privileges with them and again, as with P. SIMON'S attorney GENIN, by disclosing this fact may have so enraged THEODORE.

158. That THEODORE on or about the time of the bombing became suddenly an overnight millionaire and went from bankruptcy to a four million dollar home on the intercostal and ocean in Boca Raton, FL., "new car, caviar, four star daydream" of sorts and ELIOT alleges this was his payoff from his new best friends LEWIN and the estate planner at PROSKAUER, GORTZ, a return for selling out ELIOT. Similar to what D. SIMON and P. SIMON had done with their close friends at Hopkins Sutter that then got acquired strangely by FOLEY with all of ELIOT'S evidence and information against them.

159. That immediately after SIMON was deceased, in the first estate meeting with ELIOT and his siblings and TESCHER and SPALLINA, THEODORE even boasted of his friendship with GORTZ and volunteered to call him regarding some missing estate documents.

160. That THEODORE then introduced SIMON to the Sir Allen Stanford banking group, now infamous for the second largest PONZI scheme in the United States, only second to the Bernard Madoff Ponzi. That ELIOT states that behind both alleged "Ponzi" schemes is PROSKAUER who had the most clients in Madoff[9], many of the alleged client victims of Madoff are now being found to have been co-conspirator feeder funds.

[9] Madoff Proskauer Group Discussion – Greg Mashberg et al.
http://www.proskauer.com/files/Event/1e0d8a8c-e42f-436c-a89f-2128cbccfb30/Presentation/EventAttachment/aec49c40-363c-4e75-b536-2355d2233897/MadoffCaseDiscussion.pdf

161. That PROSKAUER is being sued by the Court Appointed Receiver in the Stanford matters for Conspiracy and more for PROSKAUER'S part in the architecting of the Stanford "Ponzi.[10]"

162. That ELIOT alleges and interceded in the Stanford SEC action claiming that both Stanford and Madoff are actually elaborate MONEY LAUNDERING schemes that were set up by PROSKAUER and others to launder the stolen royalties of ELIOT and other monies these law firms were making from other schemes they are involved in.

163. That in efforts to save his family it is alleged that SIMON contacted LEWIN and others and negotiated some form of peace agreement based on if you attempt to murder my son or harm his or our family again, SIMON would, along with others similarly situated, expose them and their crimes.

164. That SIMON was then introduced to the Stanford Ponzi bankers, whom he may have already known from Iviewit's dealings with Wachovia Securities, who PROSKAUER and others brought to Iviewit and where some are alleged to have transferred to Stanford, then to JP Morgan and now at Oppenheimer. Follow the money here because it is important to what is going in this Court as well.

165. That SIMON and THEODORE are suddenly healthier on their net worth's to the tune of tens of millions and ELIOT is rescued by SIMON from living with his mother-in-law, whom he greatly loves, for ELIOT, CANDICE and their three infants were forced for the

[10] http://amlawdaily.typepad.com/amlawdaily/2012/02/tom-sjoblom.html
February 08, 2012 "Stanford Trial Drags Former Proskauer, Chadbourne Partner Back into Spotlight" The AmLaw Daily.

umpteenth time to flee their home, this time uprooting overnight with a bomb in the car necessitating the rush.

166. That ELIOT, CANDICE and their three boys then moved in with Ginger Stanger and her daughter, in a less than a 500 ft. sq apartment located in Red Bluff, CA, yes, 7 people in a two bedroom one shower box.

167. That for a few years while things were starting to pick up in ELIOT'S RICO and ANTITRUST, as the Honorable Shira A. Scheindlin related ELIOT and other public office corruption cases to a WHISTLEBLOWER lawsuit of a HEROIC and PATRIOTIC, Attorney at Law, yes, there actually are fabulous brave ones left and she qualifies as one of most powerful whistleblowers of our time exposing just how Wallstreet melted down due to systemic corruption at the highest levels of the Court disciplinary system and penetrating virtually the entire judicial system, from US Attorneys, to DA'S, to ADA'S, to heads of the Departmental Disciplinary Committees, to Governor's and Attorney General's, all in a massive corruption scheme that had disabled JUSTICE and her name is Christine C. Anderson, Esq. Prior to meeting Anderson at her hearing, where all of this was engraved in the Federal Court Record for history I, ELIOT, thought I was brave and heroic but this woman, this ethical and morally upright woman, a disciplinary ethics marvel, blew ELIOT and CANDICE'S minds and the whole courtroom, the transcript of the hearing proves beyond fascinating as Anderson peels the onion reaching deep into the heart of the corruption by naming names, the "CLEANER," a one Naomi Goldstein, Thomas Cahill, the same guy ELIOT was pursuing for denying him due process and obstructing with PROSKAUER, the same guy ELIOT had ordered for investigation and she closes stating the corruption scheme operated with a select group of corrupted law firms, whose lawyers

revolved through government offices to cover any crimes that were alleged against them and so at the top of prosecutorial and ethics offices they seized control and no complaints against them received due process from anywhere the public citizen harmed by them turned. Wonder why no one has gone to jail for Wallstreet crimes against our populace and none of the stolen monies recovered by the soft, if not wholly overtaken and defeated Department of Injustice. Monies stolen from little old ladies and babes mouths and virtually every American through their schemes, including but not limited to, deflated homes where they took a 50% loss in home values from intentional rigging of the home markets, intentional market crashes, libor fixing, subprime crap, derivatives (should be called delusionals) and virtually all of these legally complex schemes required Attorneys at Law to create them and were behind and profiting off the destruction of our country and where they are guilty and the whole world knows it. Yet, no courts or prosecutors have been successful in recovering these trillions of dollars from stolen by a handful of what appear to be rogue CRIMINALS DISGUISED as Attorneys at Law and a handful of corrupt judges and politicians, at the top in most instances.

168. That if this Court wants answers to these questions then ask Anderson, my hero and Scheindlin my other, my two most firm beliefs in the Justice system being saved from their already heroic efforts in making record.

169. That after the CAR BOMBING, SIMON and ELIOT had agreed that ELIOT would distance himself from family and friends for a while SIMON tried to work something out to take the heat off our family and find out what was going on.

170. That ELIOT states SIMON and he then spoke and SIMON arranged an Advanced Inheritance Agreement and as mentioned it had conditions, ELIOT had to promise certain

items in return for steady income and after being off the grid and working to prepare the Federal RICO and ANTITRUST and with no way to contact family and friends for help without putting them and their families in harm's way, except for some other brave/crazy/patriotic/heroic souls who became toxic helping ELIOT, as car bombs scare off even the most rational and make getting a job damn near impossible. In fact, when each time you start your car with your wife and children in the car, you can't imagine, it's a stressful job in and of itself.

171. That SIMON then did an alleged deal to save ELIOT'S life and SIMON gets Stanford accounts and has ELIOT sign an Advanced Inheritance Agreement that will protect ELIOT and his children with a steady income and a home and all expenses paid to protect them. The conditions, ELIOT must pull out references to THEODORE, D. SIMON, IANTONI, and FRIEDSTEIN'S husband Jeffrey Friedstein ("J. FRIEDSTEIN") of Goldman Sachs ("GOLDMAN") from all web references (other than already so named in filed criminal and civil actions) and pull them out of future actions and he also asks that ELIOT do the same for LEWIN. Further, ELIOT must promise not to sue his family members, D. SIMON, P. SIMON, THEODORE, FRIEDSTEIN & GOLDMAN and again, at this time, ELIOT had been eating food scraps and avoiding help from friends or family, except those brave few who acted patriotically in support without concern to the risks.

172. That for example of what happens when one tries to help and support ELIOT and his family, one only need to look at a recent Ninth Circuit Court Case _____ and its predecessor case Obsidian v. Cox _____ and a recent reversal of the lower court in favor of Cox best illustrated in a draft of Cox's request for clarification, See Exhibit ___ - DRAFT Cox Request for Clarification.

173. That the Court should note that the Obsidian Attorneys attempted to add ELIOT as a DEFENDANT in the case, months after the case was decided against Cox and in appeal, which the Judge slapped down but yet ELIOT remains on the docket as Defendant, making it appear he has a judgment of $2,500,000.00 against him too as if he lost the case that he was never entered into. Yes, just more strange events around the historically epic inventions deemed "The Holy Grail" by others.

174. That with the signing of the Advanced Inheritance Agreement, SHIRLEY and SIMON again had medical malady news and ELIOT and CANDICE who were set to buy a home in EUREKA, CA (as this was an additional gift that came to the children with the terms of the AIA inked) asked SIMON and SHIRLEY if they thought it safe to return to Boca Raton, FL to be with them so that SHIRLEY and SIMON could be with their grandchildren. As it would be very difficult for them to fly out often and visit so far away, despite the inherent dangers of ELIOT and CANDICE and the grandchildren moving back to the hornet's nest. Despite all agreeing that it was not safe, ELIOT and CANDICE decided it was more important to bring the grandchildren back, as these events of attempted and threatened MURDER of ELIOT had ripped them away from SHIRLEY and SIMON virtually overnight now twice, due first to the DEATH THREATS and then a CAR BOMB.

175. That upon returning to Boca Raton, SHIRLEY and SIMON were so overwhelmed that ELIOT and CANDICE would risk so much to bring them their grandchildren back they arranged for a home to be purchased for ELIOT'S children and family, owned through an LLC that SIMON set up in the children's names. A home that ELIOT'S children own to protect it from ELIOT'S many enemies and SHIRLEY, well she just flipped lid, forgot her cancer and totally remodeled the home from ground up, inside and out, fully decorated in

her exquisite style and made it ready to live in from the moment ELIOT and family moved in, from engraved towels for the kids, beds, furniture, it was perfect.

176. That ELIOT had never taken anything from his FATHER and MOTHER that was not earned or a loan through his 100% owned companies, all loans repaid since he was young, rejecting the silver spoon as poison and emulating building a kingdom of his own, like his FATHER from ground zero up and with Iviewit and the technologies SIMON and SHIRLEY could not have been prouder, as mentioned SIMON was the Chairman of the companies. ELIOT worked through college, night and day and paid for his college with his earned funds and of course a bundle of student loans, unlike the prepaid rides the other siblings had.

177. That instead of choosing a much larger more expensive home that they were considering, ELIOT and CANDICE chose a much lower priced home behind a beautiful private school, Saint Andrews, which again, weeks before school started SIMON and SHIRLEY had another surprise, for taking the smaller home came with tuition paid school for the three boys at Saint Andrews, a gift to the boys who had just come from almost four years of Top Ramen, Food Stamps, WIC and tight quarters. Later SIMON and SHIRLEY would notify ELIOT, CANDICE and others that they had prepaid college for all three boys and fully funded their educations for four years of college but that appears missing from the Estate information at the moment.

178. That after returning home to Florida everything seemed to be going incredibly well, whatever SIMON worked out with LEWIN et al. ELIOT was left alone for the most part by the hornets. That is up until the Sir Robert Allen Stanford Ponzi blew wide open and the Madoff links to PROSKAUER were exposed.

179. That here is where this epic piece of history takes yet another turn and SIMON and SHIRLEY are outraged that much of their investment funds were frozen and panic set in that this could have devastated the family, like a Madoff victim.

180. That ELIOT filed an intervener in Case Name: Securities and Exchange Commission v. Stanford International Bank Ltd et al Case Number: 3:09-cv-00298-N
and SIMON called him shortly thereafter and stated that if ELIOT would remove his pleading and withdraw as Trustee of his children's Stanford accounts then things might get better for the family sooner than later but ELIOT had to act fast.

181. That ELIOT agreed to remove his pleading in part, the part that stated ELIOT was suing on behalf of his children's accounts but it was agreed that ELIOT would leave in his claims with the Court that the Ponzi was actually a money laundering scheme architected by PROSKAUER to launder ELIOT and others stolen royalties, already at that time in the tens to hundreds of billions and Madoff and Stanford were only two of the Ponzi's they were running and also using it to buy off politicians who had overnight accounts with Stanford.

182. That the following ECF communication to ELIOT in the case illustrates that ELIOT is still listed in the parties if you go all the way to the end, see Exhibit ____ put this in as Exhibit.

From: ecf_txnd@txnd.uscourts.gov [mailto:ecf_txnd@txnd.uscourts.gov]
Sent: Monday, July 22, 2013 9:54 AM
To: Courtmail@txnd.uscourts.gov
Subject: Activity in Case 3:09-cv-00298-N Securities and Exchange Commission v. Stanford International Bank Ltd et al Order on Motion for Miscellaneous Relief

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.
*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy**

of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.
If you need to know whether you must send the presiding judge a paper copy of a document that you have docketed in this case, click here: Judges' Copy Requirements. Unless exempted, attorneys who are not admitted to practice in the Northern District of Texas should seek admission promptly. Forms and Instructions found at www.txnd.uscourts.gov.

U.S. District Court

Northern District of Texas

Notice of Electronic Filing

The following transaction was entered on 7/22/2013 at 8:54 AM CDT and filed on 7/19/2013

Case Name:	Securities and Exchange Commission v. Stanford International Bank Ltd et al
Case Number:	3:09-cv-00298-N
Filer:	
Document Number:	1899

Docket Text:
ORDER: This Order addresses the Receiver's motion for approval of twenty-fourth interim fee application [1882]. The Court grants the motion. (Ordered by Judge David C Godbey on 7/19/2013) (plp)

3:09-cv-00298-N Notice has been electronically mailed to:

Rodney Acker racker@fulbright.com
Robert S Bennett bbennett@bennettlawfirm.com, bsosamorris@bennettlawfirm.com, ccollins@bennettlawfirm.com
Guy M Hohmann guyh@hts-law.com, joeb@hts-law.com, keria@hts-law.com, nang@hts-law.com, ryans@hts-law.com, yvonnes@hts-law.com
Sim D Israeloff sisraeloff@cowlesthompson.com
Michael D Sydow (Terminated) michael.sydow@thesydowfirm.com, kristen.coleman@thesydowfirm.com
Stephen F Malouf maloufs@smalouf.com, bkemph@smalouf.com, efilings@smalouf.com, jmckenzie@smalouf.com, jnockels@smalouf.com
Timothy R McCormick timothy.mccormick@tklaw.com, susan.covington@tklaw.com
James R Nelson jr.nelson@dlapiper.com, docketingchicago@dlapiper.com, marci.donaldson@dlapiper.com
Ben L Krage bkrage@kjllp.com, cfries@kjllp.com, mhendrix@kjllp.com, tbaxter@kjllp.com
Harry M Reasoner hreasoner@velaw.com, cbaker@velaw.com
Bruce W Collins bcollins@ccsb.com
John J Little jlittle@lpf-law.com
Deborah G Hankinson dhankinson@hankinsonlaw.com, rthompson@hanklev.com
M David Bryant, Jr dbryant@coxsmith.com, csutton@coxsmith.com, kgradick@coxsmith.com
Stuart Mallory Reynolds, Jr stuart@schneidlaw.com
Patrick Andrew Zummo pzummo@zoomlaw.com, bradford@zoomlaw.com, carrier@zoomlaw.com
Charles Allen Gall cgall@hunton.com, kdouning@hunton.com
Walter G Pettey, III bpettey@mcdolewilliams.com, bob.pettey@gmail.com, ggates@mcdolewilliams.com
Richard A Sayles (Terminated) dsayles@swtriallaw.com, hroberson@swtriallaw.com
Gordon M Shapiro gshapiro@jw.com, llisenbee@jw.com, shapirogm@gmail.com
Jeffrey S Levinger jlevinger@levingerpc.com
John P Lewis jplewisjr@mindspring.com
Robert L Wright rwright@rlwpc.com
Bart Wulff bart.wulff@koningrubarts.com, debbie.horton@koningrubarts.com
Mark E Smith mark.smith@tbjbs.com, cindy.burton@tbjbs.com
Michael J Quilling mquilling@qsclpc.com, brodine@qsclpc.com, jadams@qsclpc.com
Jim E Cowles jcowles@cowlesthompson.com, dwillard@cowlesthompson.com
William D Sims, Jr bsims@velaw.com, lbeauchamp@velaw.com
Lee Marshall Larkin llarkin@doblaw.com, djenkins@doblaw.com

Robert I Howell robert.howell@bakerbotts.com, stacey.benson@bakerbotts.com
John M Helms, Jr john@northtexastriallawyers.com
Michael L Scanlon ecf@krcl.com, mscanlon@krcl.com
Jeffrey M Tillotson jtillotson@lynnllp.com, bwonna@lynnllp.com, courtfilinginbox@lynnllp.com, mlawless@lynnllp.com
Eugene B Wilshire, Jr ewilshire@wilshirescott.com, dschulze@wilshirescott.com, jscott@wilshirescott.com
Millard A Johnson mjohnson@jdkklaw.com, aedwards@jdkklaw.com
Michael D Powell michael.d.powell@usdoj.gov, Audrey.T.Taylor@usdoj.gov, southwestern.taxcivil@usdoj.gov
William L Banowsky bill.banowsky@tklaw.com, janice.graves@tklaw.com, jeannie.paris@tklaw.com
Edward F Fernandes efernandes@hunton.com, dcarberry@hunton.com
David W Evans david@david-evans-law.com, efiling@david-evans-law.com
Richard B Roper, III richard.roper@tklaw.com, jeannie.paris@tklaw.com, jennifer.ecklund@tklaw.com, patti.pyles@tklaw.com
Ernest W Leonard eleonard@fflawoffice.com, dorsini@fflawoffice.com, fftemp1@fflawoffice.com, lyjohnson@fflawoffice.com
Timothy S Durst tim.durst@bakerbotts.com, diane.thorne@bakerbotts.com, jennifer.adams@bakerbotts.com, kevin.scanlan@bakerbotts.com, spencer.taylor@bakerbotts.com
Stephanie D Curtis scurtis@curtislaw.net, jkatz@curtislaw.net
Kurt A Schwarz kschwarz@jw.com, asenneff@jw.com, lbarnum@jw.com
Cole B Ramey cramey@crouchfirm.com, bdalton@crouchfirm.com, bfloyd@crouchfirm.com, dgeisendorff@crouchfirm.com, mmarconi@crouchfirm.com
William B Mateja mateja@fr.com, heddins@fr.com, starkus@fr.com
Trent Lawrence Rosenthal trosenthal@bmpllp.com, efnotify@bmpllp.com, nreith@bmpllp.com
R James George, Jr rjgeorge@gbkh.com, fjordan@gbkh.com, receptionist@gbkh.com
Steve J Korotash korotashs@sec.gov, fairchildr@sec.gov, justicet@sec.gov, stewartan@sec.gov
Kenneth C Johnston kjohnston@krcl.com, dbaker@krcl.com, dclem@krcl.com, ewalker@krcl.com, hstephens@krcl.com, jhummel@krcl.com, kgaither@krcl.com, spresley@krcl.com
David M Finn judgefinn@davidfinn.com, kathy@mfplaw.com
Monica L Luebker mluebker@fishmanjackson.com, cdiaz@fishmanjackson.com, dpaschal@fishmanjackson.com, kgarza@fishmanjackson.com
Ashley T Parrish aparrish@canteyhanger.com, nstarr@canteyhanger.com
Randall A Pulman rpulman@pulmanlaw.com, cnahidi@pulmanlaw.com, ksettle@pulmanlaw.com
Manuel P Lena, Jr manuel.p.lena@usdoj.gov, southwestern.taxcivil@usdoj.gov
Todd A Prins taprins@prinslaw.com
Barry Alan Chasnoff bchasnoff@akingump.com, bdanford@akingump.com, lwehlend@akingump.com, mmungia@akingump.com
Daniel McNeel Lane, Jr nlane@akingump.com, mpena@akingump.com, mpepping@akingump.com, ntaylor@akingump.com, txdocketing@akingump.com
Karen Lundskow Cook karen@karencooklaw.com
Bradley W Hoover bhoover@themillslawfirm.us
Michael L Gaubert mgaubert@fflawoffice.com, tfails@fflawoffice.com
Frederick Taylor Johnson llarkin@doblaw.com
Arnold G Polanco apolanco@rossbanks.com
James W Hryekewicz jwh@bhilaw.com, lynnboyk@bhilaw.com
Kevin M Sadler kevin.sadler@bakerbotts.com, anna.gabler@bakerbotts.com, ashley.carr@bakerbotts.com, gabriel.garcia@bakerbotts.com, rachel.mckenna@bakerbotts.com, sherwin.faridifar@bakerbotts.com, stephanie.cagniart@bakerbotts.com
J Cary Gray cgray@lrmlaw.com, zcarrier@lrmlaw.com
David B Adler davidadler1@hotmail.com
Ron E Frank (Terminated) ron@stanleyfranklaw.com
Brian A Kilpatrick bkilpatrick@jw.com, llisenbee@jw.com
David T Arlington david.arlington@bakerbotts.com, anna.gabler@bakerbotts.com, stacey.benson@bakerbotts.com
T Wade Jefferies wadej@hts-law.com, nang@hts-law.com
Wallis Mizell Hampton wallis.hampton@skadden.com, charles.schwartz@skadden.com, dockethouston@skadden.com, michelle.conner@skadden.com
J Eric Gambrell egambrell@akingump.com, hcohenour@akingump.com
C Scott Gladden sgladden@winstead.com
Carlos G Lopez clopez@vilolaw.com, lwhite@vilolaw.com
David J Schenck dschenck@dykema.com, mrazo@dykema.com
Jason Murray Davis jdavis@davisgrouppc.com, drico@davisgrouppc.com,

egreen@davisgrouppc.com
Chris J Akin cakin@lynnllp.com, kstovall@lynnllp.com, llynch@lynnllp.com, omarshall@lynnllp.com
Ross D Kennedy ross.kennedy@bgllp.com, beth.elliott@bgllp.com
Mark L Taylor mark@powerstaylor.com, cara@powerstaylor.com, rose@powerstaylor.com, zach@powerstaylor.com
Janet D Chafin jchafin@jw.com, asenneff@jw.com
Lee H Shidlofsky lee@shidlofskylaw.com
Yasmin Islam Atasi yatasi@winstead.com, abrooks@winstead.com
Stephen R Cochell srcochell@gmail.com
Brent R Baker brb@clydesnow.com, jhunter@clydesnow.com
Jason S Brookner jbrookner@lrmlaw.com
John D Volney jvolney@lynnllp.com, sdavis@lynnllp.com
David B Reece reeced@sec.gov, fairchildr@sec.gov, justicet@sec.gov, minnickd@sec.gov, stewartan@sec.gov
J Kevin Edmundson kevine@hts-law.com, nang@hts-law.com
Charles E Gale cgale@cicinc.net
Mark R Murphy mmurphy@davisgrouppc.com
Allan G Levine alevine@csj-law.com, eklemm@csj-law.com
Keefe M Bernstein kbernstein@akingump.com, cblea@akingump.com
Sean J McCaffity smccaffity@romclawyers.com, sean.mccaffity@gmail.com
Edward C Snyder esnyder@casnlaw.com, frontdesk@casnlaw.com, mjimenez@casnlaw.com, srivas@casnlaw.com
Stephen Wayne Lemmon stephen.lemmon@huschblackwell.com, penny.keller@huschblackwell.com, rhonda.mates@huschblackwell.com, suzanne.polk@huschblackwell.com
Mark A Castillo mcastillo@curtislaw.net
James R Swanson jswanson@fishmanhaygood.com, lmccardle@fishmanhaygood.com, rsylvera@fishmanhaygood.com
Michael S Alfred malfred@hallettperrin.com, mmanor@hallettperrin.com, sgoldfarb@hallettperrin.com
Lori Howard lhoward@vilolaw.com, lsampsell@vilolaw.com
Christopher D Kratovil ckratovil@dykema.com, dchavez@dykema.com
Joe Kendall (Terminated) administrator@kendalllawgroup.com, jkendall@kendalllawgroup.com
Christina Stone stone_christina@hotmail.com
Gregg Anderson gregg@terrybryant.com
Clifton J McAdams CMcAdams@donatominxbrown.com
James Joseph Doyle, III james@doylelawonline.com, laura@doylelawonline.com
Paul J Dobrowski pjd@doblaw.com, jschmutzer@doblaw.com
Michael W Stockham Michael.Stockham@tklaw.com, Susan.Covington@tklaw.com, louis.rajsich@tklaw.com
Neil R Burger nburger@ccsb.com, jgarrison@ccsb.com
Jeronimo Valdez jvaldez@vwlegal.com, flora@vwlegal.com, wwashington@vwlegal.com
Amanda L Bush abush@jw.com, nburkholder@jw.com
Jason M Katz jkatz@hhdulaw.com
Michelle L Davis midavis@skadden.com, mstow@skadden.com, pflocco@skadden.com
Christopher Wayne Ahart chrisa@hts-law.com, nang@hts-law.com
Scott Daniel Powers scott.powers@bakerbotts.com, barbara.martin@bakerbotts.com, melissa.depagter@bakerbotts.com, sherwin.faridifar@bakerbotts.com
Jason N Thelen jasonthelen@andrewskurth.com
Edward F Valdespino edward.valdespino@strasburger.com, donna.chance@strasburger.com, terese.doria@strasburger.com
Gene R Besen gene.besen@snrdenton.com, anne.castle@snrdenton.com
Brent Jason Rodine brodine@qslwm.com, jadams@qslwm.com
Peter D Morgenstern morgenstern@butzel.com, wangt@butzel.com
Jeremy R Stone jeremystone@mehaffyweber.com, EDocket@MehaffyWeber.com, leraehancock@mehaffyweber.com, rosasmith@mehaffyweber.com
Michael J Stanley mstanley@stanleylaw.com, nvillafranco@stanleylaw.com, vcardenas@stanleylaw.com
Noelle M Reed noelle.reed@skadden.com, charles.schwartz@skadden.com, daniel.bolia@skadden.com, dockethouston@skadden.com, heather.lohman@skadden.com, rachel.redman@skadden.com, wallis.hampton@skadden.com
Cynthia Reba Levin-Moulton cmoulton@moultonarney.com
David M Clem dclem@krcl.com
Carter Boisvert cboisvert@fflawoffice.com

Laura L Gavioli laura.gavioli@dentons.com
Catherine Elizabeth Gaither kgaither@krcl.com, dbaker@krcl.com, laaron@krcl.com
Allison R Edwards aedwards@jdkklaw.com
Andrew F Newman anewman@akingump.com, nbowden@akingump.com
Julie Kristine Biermacher julie.biermacher@strasburger.com
Jonathan Andrew Nockels jnockels@smalouf.com, bkemph@smalouf.com, jmartin@smalouf.com, sshulkin@smalouf.com
Basil Akram Umari bumari@mckoolsmith.com
Barton Wayne Cox bcox@fulbright.com, rshavers@fulbright.com
David Lopez dlopez@pulmanlaw.com, jthomas@pulmanlaw.com
H Stephen Brown hbrown@brownplc.com, pwalls@brownplc.com
M Daniel Guerra dguerra@brownmccarroll.com, epoole@brownmccarroll.com
Joseph A Hummel jhummel@krcl.com
Ashlea Brown abrown@newlandassociatespllc.com
Scott F Mascianica smascianica@jonesday.com
Mark A Flessner mark.flessner@hklaw.com
Debby Linton dlinton@jacknelsonjones.com
Uttam Dhillon udhillon@fhsulaw.com
Sommer Lee Coutu scoutu@georgeandbrothers.com, lnorton@georgeandbrothers.com
Phillip W Preis phil@preislaw.com, caroline@preislaw.com, chuck@preislaw.com, courtney@preislaw.com, crystal@preislaw.com, jennifer@preislaw.com, matt@preislaw.com
Robert V Cornish, Jr rcornish@dilworthlaw.com
Eric L Jensen eric@grahamandpenman.com, nancy@grahamandpenman.com
Jason W Graham jason@grahamandpenman.com, nancy@grahamandpenman.com
William L Bowers, Jr (Terminated) bbowers@hbctrial.com
Robert L Broussard robert@dmsfirm.com
Benjamin D Reichard breichard@fishmanhaygood.com, rsylvera@fishmanhaygood.com
F Cristina Ramos cramos@curtis.com
Daniel J Beller dbeller@paulweiss.com, dleffell@paulweiss.com, emccabe@paulweiss.com, mao_fednational@paulweiss.com, wmichael@paulweiss.com
Daniel J Leffell dleffell@paulweiss.com, mao_fednational@paulweiss.com
William B Michael wmichael@paulweiss.com, mao_fednational@paulweiss.com
Mitchell Earl Albaugh malbaugh@clarkandalbaugh.com
Jason C Baker jbaker@evict.net
Joshua R Hochberg jhochberg@mckennalong.com
Mindy L Rattan mrattan@mckennalong.com
Xenia Nicole Figueroa nicole.figueroa@dlapiper.com, DocketingChicago@dlapiper.com, marci.donaldson@dlapiper.com
Joseph R Burton rburton@burlesonllp.com, jharris@burlesonllp.com
William Stellmach William.Stellmach2@usdoj.gov
John H Ray jray@kachroolegal.com
Gaytri D Kachroo gkachroo@kachroolegal.com
Barry H Berke bberke@kramerlevin.com, docketing@kramerlevin.com, sellis@kramerlevin.com, sruskaykidd@kramerlevin.com
Steven S Sparling ssparling@kramerlevin.com, docketing@kramerlevin.com
Myles Keough Bartley mbartley@curtis.com, jclyne@curtis.com, jsemmelman@curtis.com
Eliot Bernstein (Terminated) iviewit@iviewit.tv, iviewit@gmail.com
3:09-cv-00298-N The CM/ECF system has NOT delivered notice electronically to the names listed below. The clerk's office will serve notice of Court Orders and Judgments by mail as required by the federal rules. An attorney/pro se litigant is cautioned to carefully follow the federal rules (see FedRCivP 5) with regard to service of any document the attorney/pro se litigant has filed with the court. The clerk's office will not serve paper documents on behalf of an attorney/pro se litigant.

Adrian S Baer
Cordray Wagner Schneller
3306 Sul Ross
Houston, TX 77098

Brenda G Heckman
Box 9524
Breckenridge, CO 80424

Loredana Simonetto
8009 N. Ola Ave.

Tampa, FL 33604

Roger L Heckman
Box 9524
Breckenridge, CO 80424

The following document(s) are associated with this transaction:
Document description: Main Document
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1004035775 [Date=7/22/2013] [FileNumber=7108615-0
] [b074667da31505e0965a5960311f3449535b2061f68e7331582d7b7dd8b8c68a676
2b027333d9538c7df6446bdd183ae7ccff8ad65de52b94519c054b3ea05c3]]

183. That shortly after ELIOT withdrew through formal filing in the Court, SIMON recovered almost all his monies back instantly, which were primarily his blue chips and other safe investments that were brokered through Stanford and the only monies he has lost at this time were from Certificate of Deposits that were the bane of the Stanford Ponzi and are now these are in litigation and supposedly assets in the Estate of SIMON, although not listed on the inventories supplied by SPALLINA and TESCHER. It is believed that SIMON lost 1-2% of his holdings in the CD'S of Stanford of one to two million dollars, although SPALLINA and TESCHER have failed to provide any information to the beneficiaries regarding the litigations, again failing Probate Rules and Statues as ALLEGED Co-Personal Representatives of the Estate of SIMON and soon to be officially REMOVED as Co-Personal Representatives and Counsel in all Bernstein related matters and merely defendants and respondents in all the State and Federal Civil and Criminal actions, including this Court where they were recently served summons on January 28, 2014, after refusing to Waive Service as did everyone else and forcing ELIOT to waste more time and money chasing attorneys to cowardly to come to Court in a case they are center stage.

184. That it is believed that SIMON began to speak with state and/or federal authorities regarding Stanford and Iviewit and here is where trouble may have begun.

THE THIRD BETRAYAL OF ELIOT AND SIMON BY FAMILY – THE FRIEDSTEIN FAMILY GOLDMAN CONNECTION

185. That Lisa Friedstein's husband, Jeffrey Friedstein ("J. FRIEDSTEIN") and his father, Sheldon Friedstein ("S. FRIEDSTEIN") were at ground floor when Iviewit's inventions were discovered, J. FRIEDSTEIN in fact an inventor on a patent with ELIOT for remote controlled low bandwidth video, similar to that used in Drone's and surveillance applications.

186. That J. FRIEDSTEIN signed NDA'S for GOLDMAN and took all information of Iviewit's Intellectual Properties to them and began introducing clients to Iviewit, many who signed various contracts with Iviewit.

187. That GOLDMAN was preparing for the anticipated IPO after the Wachovia PPM was secured and everything was going well, in fact, the FRIEDSTEIN'S were initial investors in Iviewit with a 5% interest.

188. That when it was discovered that FOLEY was involved in the IP thefts things took a turn for the worse with ELIOT'S relation with J. FRIEDSTEIN and he abandoned Iviewit and later it was learned that S. FRIEDSTEIN had close ties to FOLEY and suddenly GOLDMAN and the FRIEDSTEIN'S shut ELIOT down.

189. That later, ELIOT sent GOLDMAN letters demanding they honor their contracts with Iviewit and demand their clients that were using Iviewit's technologies after disclosures with ELIOT and other agreements, GOLDMAN refused and ELIOT was preparing complaints against them for their breaches.

190. That ELIOT'S contacting GOLDMAN was to also try and prevent their inclusion in criminal and civil actions ELIOT was filing at the time and when J. FRIEDSTEIN and S. FRIEDSTEIN would not respond to ELIOT, ELIOT contacted the heads of GOLDMAN and demanded a response.

191. That again, SIMON and SHIRLEY asked ELIOT to pull GOLDMAN out any actions and protect his sister's family from backlash from GOLDMAN and ELIOT so complied with his father's wishes to maintain peace in the family and backed away from GOLDMAN until this day. Yet, SIMON was gravely disappointed with J. FRIEDSTEIN and S. FRIEDSTEIN'S betrayal and from that point forward and SIMON and SHIRLEY'S relationship with the entire Friedstein family became strained forward.

THE FOURTH BETRAYAL OF ELIOT AND SIMON BY FAMILY

THEODORE + P. SIMON + FRIEDSTEIN'S POST MORTEM ATTACK ON ELIOT'S INHERITANCE AND THE DISMANTLING OF THE ESTATE PLANS OF SIMON AND THE ALLEGED, NOT BY ELIOT BUT THEODORE, MURDER OF SIMON

192. That SIMON may have been set up from the point that the Sir Allen Stanford Ponzi was exposed, to get rid of him before he talked to the authorities, by the same folks who wanted to get rid of his son and the series of events leading up to and after his death speak volumes to this theory and how ELIOT'S enemies FOLEY and PROSKAUER may have recruited further THEODORE and P. SIMON to aid in their efforts to silence and destroy SIMON.

193. That it appears that despite what P. SIMON'S note and the letter written by GENIN regarding P. SIMON'S myopic account of her and SIMON'S lives together states, which claims that P. SIMON and THEODORE in November 2011 were "independently wealthy." Further, GENIN claims that P. SIMON and D. SIMON built the companies from SIMON'S

ruins and they were doing great and yet it is strange, so very very strange, that just months later, in a May 2012 meeting both P. SIMON and THEODORE claimed and SPALLINA confirmed that they were both suddenly doing horrible in the businesses they had acquired due to this or that market condition and therefore had demanded to be re-inherited in the Estates of SIMON and SHIRLEY. In exchange they would stop their campaign of terror on SIMON and stop torturing their father by withholding their children, his grandchildren from him, with their "tough love" aka elder abuse scheme and leave him and his companion, a one Maritza Rivera Puccio ("MARITZA") alone from further abuse.

194. That if THEODORE and P. SIMON were "independently wealthy" at the time and according to P. SIMON, her father was nothing without her when she put him to pasture and retirement years earlier so sick he could no longer work according to her lawyer GENIN'S account of the events. An account written from GENIN'S perspective of what she claimed are "facts", yet prequalified her "facts" by starting her letter with the following caveat, "Following is my [GENIN'S] understanding of the circumstances under which you [P. SIMON] obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), which I understand can be supported by documentation." In other words, the facts expressed are based on documentation that the attorney at law has not seen or reviewed?

195. That ELIOT states that P. SIMON is clearly attempting to establish a false record of fact and giving it a legal flavor through her attorney's unsupported by evidence account, similar to what is occurring under her control, as A. SIMON and D. SIMON are her employees, in this Court with the false record being painted in the pleadings. P. SIMON'S intent appears clear, to claim that she was gifted nothing, her father was a bum that she took of care and therefore she was not compensated while SIMON and SHIRLEY were living and therefore

attempting to establish a legal right back into the Estate distribution. Now she had a lawyer stating it with authority but based on nothing factual, like documents proving her wholly devoid of reality account of her and her father's lives and business dealings together.

196. That ELIOT does say a "kernel" of truth emerges when she claims that SIMON after the buyout began to sell insurance in Florida and competed with her by selling Arbitrage Life through his own deals wholly excluding her and with SIMON and ELIOT, the two largest salespeople with the largest sales forces nationwide for her agency gone, it appears things may have gotten worse for P. SIMON, D. SIMON and their companies. Many of ELIOT'S clients and agents had already begun to jump ship on P. SIMON after witnessing the damage not only to ELIOT but others and found other outlets to buy insurance. Now with SIMON and his agents all abandoning her ship it may have begun to sink, causing her need to really work in efforts to save the companies.

197. That SIMON had considered them in breach of their contract to buy him out and pay his annual consulting fees and commissions and he began to supplement the loss by selling the products he invented. You can see that P. SIMON basically accuses SIMON of not only stealing "her" antique furniture but also her clients and even her website material on his Arbitrage product.

198. That in year 2007 SIMON took in addition to salary of $252,622.00 a shareholder share of current income of LIC Holdings, Inc. of 33% of $11,601,040.00 (86% cash distribution) or $3,867,013.33 for a total $4,119,635.33.

199. That in year 2008 SIMON took a salary of $3,756,298.00.

200. That in 2007-2008 SIMON took home a total **$7,875,933.33**

201. That THEODORE in the year 2007 THEODORE took in addition to a salary of $2,274,632.00 a shareholder share of current year income of 45% of the $11,601,040.00 (86% cash distribution) or $5,220,468.00 for a total of $7,495,100.00.
202. That in 2008 THEODORE took a salary of $5,225,825.00.
203. That in 2007-2008 THEODORE took home a total of **$12,720,925.00**.
204. That in 2007-2008 ELIOT took home a total of $0.00, lives in a $350,000.00 home that his children own and his children received $10,000.00 a month stipend from SIMON to support basic living expenses due to the harassment and attempted murder of ELIOT and his family and to keep ELIOT supported to work on protecting the family's Intellectual Properties and protect his family from harm and another BOMB.
205. That in an October 28, 2013 Evidentiary Hearing and September 13, 2013 Hearing in the Florida Probate Court, THEODORE and SPALLINA claimed that the ESTIMATED total net worth of the estates was FOUR MILLION DOLLARS, as they have never provided full and accurate accountings and inventories, even just recently changing SIMON'S inventory to include a missing million dollars of alleged assets and where ELIOT has recently filed criminal and civil complaints for missing millions of dollars of SHIRLEY'S personal property, including $700,000.00 of Jewelry and a paid in full BENTLEY that were not inventoried in her Estate and listed as assets and mysteriously also do not appear on SIMON'S inventory, vanishing into thin air. ELIOT has filed grand theft reports on the missing jewelry, as insurance claims may also have to me made against the homeowner's policy for the loss.
206. That this estimated net worth, as no financials have been tendered to the Beneficiaries in violation of Probate Rules and Statutes, is far short of known assets, including but not

limited to, a fully paid for Condominium that SIMON had listed at $2,195,000.00, his fully paid for home residence, which had an alleged minimal line of credit and was listed at $3,200,000.00 by SIMON shortly before he died in 2012, life insurance worth at minimum from the Lost or Suppressed Policy of allegedly $1,700,000.00, IRA's of another approximate $2,000,000.00, JP Morgan accounts with another minimum amount of $2,500,000.00 in just one account and you can see already that the estimates stated in the hearings before the Probate court were far short of factual data already known.

207. That shortly after Judge Colin released an inventory on SIMON from Judge David E. French's Court that was suppressed and denied by the Co-Personal Representatives / Executors to ELIOT and his children's counsel at the time, then they immediately thereafter amended the inventory, see Exhibit ____, changing the personal property inventory over a year after SIMON'S death, as if they suddenly found lost treasure or ELIOT was exposing missing assets in the Courts.

208. That now they claim that ELIOT'S children's house is an asset of SIMON'S that they somehow forgot to include, despite the fact that SPALLINA and TESCHER had done all the real estate transactional work for the home and knew the mortgage SIMON took to himself was merely a protection of the home from ELIOT'S enemies to be tossed in trash when he died. Yet, now that arrests were being made of their employee and they were being accused by Judges of committing enough crimes to be bestowed with Miranda Warnings, they now needed to extort ELIOT, in efforts to shut him down before he could further expose them and work with authorities and this mortgage now became a tool to try and deny ELIOT of his home by misusing the mortgage to make the threat that if ELIOT did not

cooperate and continued to contact attorneys and make waves they would evict him and reclaim his home.

209. That in fact, recently the home security was shut off and the homeowners insurance was not paid and for an asset of the estate as they now claim on the revised inventory, this lack of duty and care puts the estate beneficiaries at massive risk if the home was robbed, burnt down, someone got hurt, in a home that is claimed now to be an asset of the Estate of SIMON.

210. That the reason SPALLINA, THEODORE and P. SIMON want to now lowball the Estates and Trusts and SUPPRESS AND DENY ALL FINANCIAL INFORMATION OWED TO THE BENEFICIARIES in order to further loot the Estates of the assets and claim there was nothing there and further why they have suppressed and denied virtually all of the financial and other information in the Estates from the True and Proper Beneficiaries for now over three years in SHIRLEY'S Estate and approximately sixteen months in SIMON'S Estate, in total disregard of Probate Rules and Statutes.

211. That ELIOT states that THEODORE and P. SIMON'S intent is to thwart the last wishes of their parents and convert the monies that they have NO interests in to themselves. Their plan it is alleged, once SIMON died, was to seize Dominion and Control of the Estates through a series of alleged Fraudulent and Forged documents and attempt to change the Beneficiaries of the Estates POST MORTEM to include THEODORE, P. SIMON and their lineal descendants through a series of frauds and fraud on the Probate Court.

212. That P. SIMON and THEODORE are not doing this because they need the monies, as GENIN claims they are "independently wealthy" in November 2011 and P. SIMON claims in her note to SIMON in January 2012 that "it is not about the money." So what is it really

about then, if not the money, it is about further harming ELIOT and suppress and harass him for their friends and bedfellows, PROSKAUER and FOLEY, who THEODORE and P. SIMON have sided with, ELIOT'S enemies and further harm ELIOT and his children and deny him his inheritance to further deny his efforts against all of them.

213. That once they THEODORE seized the Estates with the help of THEODORE'S close personal and business associates TESCHER and SPALLINA, they systematically began to unravel the Estate plans of SIMON and SHIRLEY designed mainly to protect ELIOT and his children, similar to how they are trying to unwind SIMON'S insurance policy by SUPPRESSING AND DENYING the Lost or Suppressed Trust and the Lost or Suppressed Policy in this Court and to the insurance carriers involved to thwart the true intentions of SIMON.

214. That on or about 2009, SHIRLEY was diagnosed with deadly lung cancer, whereas her prior lung cancer was a more manageable type that came from breast cancer radiation, this was bad bad cancer news for SHIRLEY and SIMON and meant the end was near, as she had already had large swathes of her lung(s) removed over the years.

215. That SIMON stated he was packing up shop basically after SHIRLEY'S death, his spirit to work had finally soured, his relationship with THEODORE had eroded, he had enough money and he was thinking of early retirement at 74, much different account of SIMON than portrayed by unsupported by factual document opinion of SIMON'S formative years. Unlike P. SIMON'S account that has SIMON retiring in 1987 virtually crippled with hepatitis and unable to work is wholly detached of reality. What is true is that after his recovery from his quadruple bypass and other heart fixes, SIMON was on full disability and could no longer act in the same capacity in his companies and he invited P. SIMON and D.

SIMON into the companies to take over the day to day management and operations that he had done for years in addition to his sales capacity. He then focused in on sales and raising capital only and traveled the country closing insurance sales and massive banking arbitrage deals that made him and the companies millions annually and fed his flock well, including A. SIMON, D. SIMON and P. SIMON who had marble offices with full staff. ELIOT and his college buddies did all the heavy sales, marketing, banking introductions, software design and more out of their garages in California through ELIOT'S companies that were 100% owned and built by ELIOT.

216. That SIMON frequented California quite often from 1987-1997 to close some of ELIOT'S biggest clients and he never left a meeting without an Application Signed, while traveling throughout the country closing accounts for his entire field force, he mentored them all.

217. That after ELIOT introduced SIMON to COOKMAN they closed hundreds of millions of dollars of Arbitrage Premium Financing from the largest banks in the world, which again produced massive revenues for the companies P. SIMON was gifted in large part and this MASSIVE GROWTH was from ELIOT and SIMON'S sales and contacts alone, their company was soon managing nearly a billion dollars of premium and making a pretty penny on the spread of the total arbitrage pool of funds, the insurance premium commissions and trust fees.

218. That this same man who earned millions a year in income through the 90's as he had done in the 80's and 70's, is the same poor un-reputable, antique furniture stealing, client pilfering, disabled with heart disease and hepatitis put out to pasture to be retired by his loving daughter's good graces, who further purchased his MAGNIFICENT MILE condominium on Oak and Michigan Avenue in the heart of the Chicago and paid top dollar from her

"independent wealth" that is portrayed in P. SIMON'S letter written by her lawyer, GENIN, who states her opinion of SIMON through P. SIMON'S eyes with no supporting documentation of these claims that do not match reality, similar to this Lawsuit filed on behalf of Nonexistent Plaintiffs and Nonexistent Defendants filed by a registered and seasoned attorney at law who knows all the rules but fails to follow them as if blind.

219. That ELIOT contacted the Palm Beach Sheriff Office to investigate a boatload of State and Federal offenses being committed, starting with the FORGED and FRAUDULENTLY NOTARIZED documents in the Estate of SHIRLEY and the Fraud on the Probate Court and True and Proper Beneficiaries. These are some of the "kernels" of truth A. SIMON refers to as "document irregularities and/or notarial misconduct" and ELIOT refers to as ADMITTED FORGERY and FRAUDULENTLY NOTARIZED DOCUMENTS, SIX COUNTS, including one document that was FORGED and NOTARIZED POST MORTEM using a deceased SIMON'S identity.

220. That ELIOT has asserted all of the following criminal and civil acts to State and Federal authorities regarding the activities of Plaintiffs and others for investigation and ruling,

    i. Alleged Murder of SIMON. That THEODORE on the day SIMON died ordered the Sheriff to the home of SIMON, CASE NUMBER 12121312 PALM BEACH COUNTY SHERIFF and on information and belief the Sheriff contacted was referred to THEODORE by his "lawyers." This incident was listed in the Official Report as a call for a "395.3025(7)(a) and/or456.057(7)(a}[11] Medical information" and ELIOT

[11] Title XXIX PUBLIC HEALTH Chapter 395 HOSPITAL LICENSING AND REGULATION 395.3025 Patient and personnel records; copies; examination.—
(7)(a) If the content of any record of patient treatment is provided under this section, the recipient, if other than the patient or the patient's representative, may use such information only for the purpose provided and may not further disclose any information to any other person or entity, unless expressly permitted by the written consent

has sought clarification of how either of these applies to what the Officers responded to. ELIOT was also amazed by the lack of care and securing of evidence in the matter by PBSO and THEODORE informed ELIOT that his "friends" would take care of these matters at the higher up levels at PBSO later and this was just an initial intake. See Exhibit ___ - Palm Beach County Sheriff Report

That THEODORE also contacted the Coroner's office on the day SIMON died, again through referrals from his "lawyer friends" to report that SIMON was poisoned and murdered by his companion and demanded an Autopsy. Where recently the autopsy, CASE NUMBER: 12-0913 Palm Beach Medical Examiner Office, has been reopened to run poison screening heavy metal tests on SIMON over a year after he died, which are still in processing and that were not initially run by the Coroner's office, despite the fact that they had been notified that SIMON may have been poisoned by his companion MARITZA. See Exhibit ____ - Palm Beach County Medical Examiner Report.

ii. Extortion of ELIOT. That Plaintiffs and others have been involved in attempts to hijack companies of ELIOT'S family left as his and his children's inheritance, which companies pay home and other expenses of ELIOT and his family for many years. That recently THEODORE and SPALLINA have fraudulently taken over the Companies, which receive the bills and expenses for ELIOT'S family home and started a campaign of terror and extortion of ELIOT and his children, tampering with

---

of the patient. A general authorization for the release of medical information is not sufficient for this purpose. The content of such patient treatment record is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

the bills and shutting down utilities, food and schooling of ELIOT'S family, without notice or authorization to even handle such bills.

See Exhibit _____ - Letters to THEODORE and SPALLINA et al. and the URL @ http://www.iviewit.tv/20131229EIBResponseToTedBernsteinandDonaldTescherReEmergencyDistributions.pdf , which outlines in detail what is going on regarding Extorting ELIOT by his own siblings.

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."**
> www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDueToAdmittedNotaryFraud.pdf , hereby incorporated by reference in entirety herein.

iii. That A. SIMON leaves out critical parts of the FELONY misconduct of TESCHER, SPALLINA, THEODORE and MANCERI that Judge Martin Colin stated he had enough evidence at the hearing of their criminal acts to read them Miranda Warnings, for their filing months of closing documents in SHIRLEY'S Estate with SIMON acting as Personal Representative/Executor while he was dead and other Felony acts

Judge Colin became aware of through the hearings. Where ELIOT is pursuing criminal charges with State and Federal authorities currently for these and a host of other crimes related to the looting of SIMON and SHIRLEY'S Estates of an estimated Forty Million Dollars or more.

iv. Perjury, several counts against Moran for conflicting statements regarding forgery and fraud in official investigations, sworn statements and in Probate Court proceedings,

v. Forgery, against Moran,

vi. Fraudulent Notarizations and alleged Forgery, against Lindsay Baxley,

vii. Perjury and false statements in official proceedings by SPALLINA,

viii. Fraud on the Probate Court

ix. False official documents filed in the Probate Court, against Robert Spallina, Donald Tescher and Mark Manceri.

x. Personal and Real Property Theft and Conversion against Spallina, Tescher, Manceri, Ted, Moran, Baxley, Pam, Jill and Lisa, including but not limited to, new evidence in approximately $1,000,000.00 of jewelry stolen from the estates now exists that was not reported in inventories of Simon or Shirley and were removed from the estate by Ted, Pam, Jill and Lisa. Certain items that were listed on inventories prepared by Ted do not match up to appraisals that were done in 2010 for insurance purposes and the numbers are hundreds of thousands different for what appear identical pieces, yet the discrepancies in color and clarities may indicate that fencing of jewels took place and replacement with inferior jewels were used for Ted's appraisal.

xi. Conspiracy, against Spallina, Tescher, Manceri, Ted, Moran, Baxley, Pam, Jill and Lisa

xii. Identity Theft, Robert Spallina, Donald Tescher and Moran.

xiii. Mail and Wire Fraud against Spallina, Tescher, Moran and Baxley.

xiv. Insurance Fraud,

xv. RICO Conspiracy related to ELIOT'S RICO and ANTITRUST Lawsuit RICO crimes as the main defendants in that case are now present and involved in all of these new criminal acts in the Estates, in efforts to shut down ELIOT and cause harm upon his wife and three minor children and deny them of funds that will be used to help further expose and topple them.

221. That this Court must see that this case is not about a Lost or Suppressed Trust and Policy but about the possible MURDER of SIMON, possibly SHIRLEY and of torturous interference with an expected inheritance, in efforts to further harm and destroy ELIOT, CANDICE and their three children for the inventions that are the ELEPHANT IN THIS COURTROOM that A. SIMON brought into this three ring circus he created by denying his involvement in his false and misleading claim to this Court that he was not involved but for a "limited period" and where ELIOT does not recall having accused him of involvement in Iviewit that prompted his making this claim to this Court, perhaps it was a confession of sorts.

222. That ELIOT understands sibling rivalry well and envy and jealousy as ELIOT is a proud recipient of three decades of psychoanalysis primarily with a one Dr. Erwin Angres[12], who

[12] http://www.psychiatrictimes.com/articles/memoriam

studied under Anna Freud and other greats, whom also did over four decades of psychoanalysis of both SIMON and SHIRLEY five days a week for virtually all of it for SIMON and SHIRLEY.

223. That why is this important because the therapy sought by SIMON and SHIRLEY for almost five decades of their lives and three of ELIOT'S, is because we have a mental disease that runs through our family genealogy of mental abuse that when my mother was only 19 it was causing her mental breakdowns, newly married and pregnant with THEODORE she became over traumatized by her mother, who had mentally abused her throughout her childhood and blamed her and her sister for the untimely death of their father and abused them every day after he passed, a real "Mommy Dearest" who SHIRLEY often referred to her as.

224. That SHIRLEY and SIMON both had abusive and restrictive families and both vowed to break the bad bloodline and not spread the disease to their children and so began their long road of analysis not only to emerge from the damaged child psyches one inherits, as with the old adage, one who was abused will most likely become the abuser that it hates but to shield and protect their children.

225. That through analysis they began to learn psychotherapeutic Judo of sorts and began combatting the disease by, learning to cope with past abuse, distancing themselves from further abuse, going to therapy to control the abuse so they did not harm their children, not letting the abusers (their mothers) near the children to abuse them, without close supervision and most importantly they believed that you had to arm your children with therapy so that if

---

http://books.google.com/books?id=MSpMJzNSepwC&pg=PA413&lpg=PA413&dq=dr+erwin+angres&source=bl&ots=bJ8NAA_87t&sig=BrJCshzi2xsBnx-LPcM9bEJCX4Y&hl=en&sa=X&ei=eePoUri-FMXokQe82oCgBw&ved=0CEwQ6AEwBQ#v=onepage&q=dr%20erwin%20angres&f=false (his works in Autism were of special concern to him, having a son who is highly savant)

they cracked and the abuse came out, the children would not be affected and have tools to understand and not internalize it.

226. That THEODORE, P. SIMON, ELIOT, IANTONI and FRIEDSTEIN were all afforded this luxury of therapy with our own individual therapists to make sure we did not catch the disease my parents wanted stamped out. SIMON and SHIRLEY supplanted therapy with UNCONDITIONAL LOVE that they thought would also offset any chances of what had occurred to them, occurring to us children and something they had never had, as their parental love had come with restrictions.

227. That ELIOT went for over three decades to therapy and was never diagnosed with any neurosis or psychosis or took any pill or treatment other than analysis. THEODORE went for a few years and then never returned. P. SIMON never went and actually abhorred that her parents went and despised their best friend and ELIOT'S, Dr. Angres and constantly belittled him, denying that our family had problems or that she did. IANTONI went for a while and is well adjusted. FRIEDSTEIN went for a while and later for other treatments.

228. That SIMON and SHIRLEY at the end of their lives were saddened by the turn of events with THEODORE and P. SIMON, especially in regards to their close relations with Iviewit defendants and other acts they had done to harm ELIOT and stated to ELIOT that the fault was theirs for not mandating that all of them had gone to therapy more often. SHIRLEY feared her mother may have poisoned THEODORE and P. SIMON with the abuse disease in the early years of their lives, before SHIRLEY learned psychoanalytical Judo to combat her mother. SHIRLEY did not learn to completely distance her children from her mother until after ELIOT was born, when SHIRLEY had completely broken down and her therapist suggested almost a total break from her mother and to not let the children near her either,

other than for high holiday events, where SHIRLEY hovered over us whenever her mother approached us at those limited family functions.

229. That this important because this Court can better see how the actions of THEODORE and P. SIMON against their brother and father and mother happen, it is not truly their fault, it is a bloodline thing and the only way to cure it is long and thorough analysis to the entire family and this if successful can then pave the way to a bloodline of mental madness to one with unconditional love.

230. That in ELIOT'S parents case, a real test case of this strategy combined Therapy and Unconditional Love, two out of five is not bad and may in fact have created the genius of ELIOT that has now affected the entire world and brought us into a new and fabulous information age through G-d given technologies, which he owes all to his father and mother, who protected him from the monsters of the past and allowed him to be free of the disease that had taken so much from them.

231. That this break in the diseased bloodline allowed ELIOT to see further a better future for all by learning from and scribing the journey of his parents and its effect on him and how to help so many others similarly situated in childhood hells and so ELIOT created a Thought Journal. In fact, long before Iviewit, THEODORE had threatened to sue ELIOT with his close friend and bedfellow Kenneth Solomon, if ELIOT did not cease and desist the dissemination of the Thought Journal, as THEODORE felt it was about him somehow. Kenneth Solomon shortly thereafter was blamed almost exclusively for the collapse of Laventhol and Horwath, the 9th largest accounting firm in the world at the time, which caused a massive loss to thousands of CPA's who had sold their firms to Laventhol and whose lives were shattered when the pensions and retirements were seized in the collapse.

232. That finally in this long retort to what appeared an innocuous claim by A. SIMON regarding ELIOT'S inventions, ELIOT claims that therapy can be proven to work, as when his father died, the first thing ELIOT did was to contact SPALLINA and TESCHER and demand to know where SIMON'S interests in the ongoing RICO & ANTITRUST Lawsuit were, as well as, SIMON'S Iviewit stock holdings and patent interests were and how they were being distributed, as SIMON had stated to ELIOT that SPALLINA had all the necessary information.

233. That ELIOT specifically recalled that SIMON'S last wishes expressed to ELIOT were that his grandchildren and children, including THEODORE and P. SIMON were to share equally his original 30% interest.

234. That SPALLINA then denied any knowledge of Iviewit and stated he hardly knew a thing about ELIOT and the correspondences between SPALLINA and ELIOT regarding Iviewit are herein attached as Exhibit _OR MAKE LINK____ and that ELIOT had persuaded his father to make them all a part of the inventions, companies and share in the royalties when they are recovered and not continue any bad blood. This therapy and unconditional combination and three decades of psychoanalytic therapy and BS in Psych from Madison, WI. can make in the mental health of one who has an abusive gene in his past that does not affect him and cannot draw him in. That ELIOT is proud to report that his three children appear unaffected by the abusive gene that used to run through the bloodline, they have never seen it or felt, yet ELIOT would love to give them the gift of the therapy one day, just in case and because it is something everybody benefits from. Today's rival to this treatment plan is to just dope up children on pharmaceuticals and numb them of the pain, making them less resilient to the abuse, just covering it up deeper.

235. That while ELIOT would not pursue his siblings with these trite trivialities in the wake of Trillion Dollar battles he is in, against much larger monsters and since ELIOT was not the one who manufactured any of these current legal actions in this Court or the Estate Court, he must however now respond with the truth of the dirty family secret and expose it for what it is and how it has caused the events before this Court.

236. That for what a nice guy ELIOT is, despite knowing that P. SIMON and D. SIMON and their lineal descendants had been intentionally left out of the Iviewit Companies, as SIMON had intentionally excluded them from Iviewit disgusted with their betrayals of him, ELIOT however requested behind SIMON'S back that PROSKAUER to make distributions of some of his shares to both P. SIMON, D. SIMON and their daughter, as well as, including THEODORE and his three children, when the company was a boomin with a $25 Million Dollar value, a Private Placement Memorandum in place with Wachovia (see http://iviewit.tv/CompanyDocs/Wachovia%20Private%20Placement%20Memorandum%20Bookmarked.pdf fully incorporated by reference herein) and Goldman Sachs (and that is a long story for another day involving these family matters) already signed up and preparing for the IPO. This when IPO's were at their hottest point in the Internet and this was to be one of the hottest IPO's ever, as the technologies were deemed to be the "HOLY GRAIL" of the Internet and "Digital Electricity" and valued in billions to trillions by leading engineers worldwide from leading FORTUNE hundred companies, many with contracts and licenses already in place. and SIMON had begun washing his hands of them on or about the time of forming the Iviewit companies for his own reasons and did not want THEODORE and P. SIMON involved at all,

237. That ELIOT'S technologies now over a decade and half old are the backbone technologies to over 90 PERCENT of Internet Traffic in the form of video and graphics transmitted that would not be possible without them. From a recent Cisco report.

> Highlights
>
> It would take an individual over 5 million years to watch the amount of video that will cross global IP networks each month in 2017. Every second, nearly a million minutes of video content will cross the network in 2017.
>
> Globally, consumer Internet video traffic will be 69 percent of all consumer Internet traffic in 2017, up from 57 percent in 2012. This percentage does not include video exchanged through peer-to-peer (P2P) file sharing. The sum of all forms of video (TV, video on demand [VoD], Internet, and P2P) will be in the range of 80 to 90 percent of global consumer traffic by 2017.
>
> Internet video to TV doubled in 2012. Internet video to TV will continue to grow at a rapid pace, increasing fivefold by 2017. Internet video to TV traffic will be 14 percent of consumer Internet video traffic in 2017, up from 9 percent in 2012.
>
> Video-on-demand traffic will nearly triple by 2017. The amount of VoD traffic in 2017 will be equivalent to 6 billion DVDs per month.
>
> Content Delivery Network (CDN) traffic will deliver almost two-thirds of all video traffic by 2017. By 2017, 65 percent of all Internet video traffic will cross content delivery networks in 2017, up from 53 percent in 2012.
>
> Globally, mobile data traffic will increase 13-fold between 2012 and 2017. Mobile data traffic will grow at a CAGR of 66 percent between 2012 and 2017, reaching 11.2 exabytes per month by 2017.
>
> Global mobile data traffic will grow three times faster than fixed IP traffic from 2012 to 2017. Global mobile data traffic was 2 percent of total IP traffic in 2012, and will be 9 percent of total IP traffic in 2017.
>
> Annual global IP traffic will surpass the zettabyte threshold (1.4 zettabytes) by the end of 2017. In 2017, global IP traffic will reach 1.4 zettabytes per year, or 120.6 exabytes per month. Global IP traffic will reach 1.0 zettabytes per year or 83.8 exabytes per month in 2015.
>
> Global IP traffic has increased more than fourfold in the past 5 years, and will increase threefold over the next 5 years. Overall, IP traffic will grow at a compound annual growth rate (CAGR) of 23 percent from 2012 to 2017.
>
> (http://www.cisco.com/en/US/solutions/collateral/ns341/ns525/ns537/ns705/ns827/white_paper_c11-481360_ns827_Networking_Solutions_White_Paper.html , fully incorporated by reference herein.)

That without ELIOT'S technology these numbers would be approximately 90% less and that equates to enormous royalties alone for Internet Video. Without ELIOT'S technology, low bandwidth cell video would be 0% and that is still not close to the total royalties owed ELIOT and SIMON as the technologies apply to virtually the entire video content creation and distribution software and hardware made.

238. That A. SIMON claims,

> 9) I verily believe that ELIOT's third-party claims filed against me, David Simon and The Simon Law Firm were filed for the improper purpose of attempting to manufacture a basis for ELIOT's motion to disqualify.

239. That ELIOT claims that for the mere fact that A. SIMON filed the complaint with all the following defects to begin with before ELIOT arrived on the scene, this Court has enough reasons and violations to disqualify him on these alone on this Court's own motion for filing,

i. without a qualified legal Plaintiff, the Lost or Suppressed Trust,

ii. without a legal Trustee of the NONEXISTENT Trust,

iii. with an improperly named ALLEGED Trustee "Ted" of the Lost or Suppressed Trust,

iv. with an apparently NONEXISTENT Defendant HERITAGE, which Your Honor so eloquently pointed out in the January 13, 2014 hearing before this Court,

v. on behalf of an ALLEGED Contingent Beneficiary, while knowing the Primary Beneficiary exists and making efforts to conceal this from this Court and ELIOT and others,

vi. for a breach of a contract filed with this Court based upon the denial of an alleged fraudulent insurance claim filed by SPALLINA and MORAN, with SPALLINA acting as Trustee for A. SIMON'S clients the Lost or Suppressed Trust and "Ted,"

vii. for failing to notify all the known possible beneficiaries of the Lost or Suppressed Policy of this Lawsuit and instead secreting it with intent to perpetrate a fraud on the True and Proper Beneficiaries,

viii. for failing to notify authorities of SPALLINA and MORAN'S felony misconduct constituting alleged MISPRISION OF FELONY(IES) and more.

That these reasons were all manufactured by A. SIMON, not ELIOT.

240. That A. SIMON claims,

> 10) Despite these manufactured claims and because my interests as a third-party defendant are aligned with the parties I represent, I remain steadfast in my belief that there is no conflict in this case.

241. That ELIOT claims this statement appears to state that while he admits that he is conflicted because as a defendant he aligns with other defendants, he therefore is not conflicted in representing the other defendants his interests are aligned with making his representation impartial and conflicted or ELIOT is missing something.

242. That A. SIMON claims,

> 11) I have had approximately three contacts with attorney, Robert Spallina and possibly one contact with attorney, Donald Tescher. Those contacts focused on obtaining a copy of Tescher and Spallina's file relating to the matters involved in the above captioned litigation.

243. That ELIOT questions why he would not have contacted SPALLINA regarding the fraudulent insurance claim filed by him impersonating his client and since he based his breach of contract on the failed claim it seems questionable as to why he was not more familiar with this aspect of his Lawsuit before filing it.

244. That A. SIMON claims,

> 12) I had no involvement with Tescher and Spallina's representation of the Estates of Simon or Shirley Bernstein, or Tescher and Spallina's legal representation of Simon or Shirley Bernstein prior to their deaths.

245. That ELIOT states he never said A. SIMON did.

246. That A. SIMON claims,

> 14) It is my understanding that the alleged misconduct in the probate of the Estates involved document irregularities and/or notarial misconduct.

247. That this false statement to cover the arrest of the Notary Moran for FELONY misconduct in creating FORGED documents etc. tries to minimize the truth instead of embrace what is already factual information that these were FELONY crimes. That further, the misconduct he is aware of through ELIOT'S pleadings is far greater than these six documents that were forged, in fact they are only a part of much larger fraud on the Estate Beneficiaries as already described herein and in ELIOT'S prior pleadings.

248. That A. SIMON claims,

> 17) I never had custody or control of the Wills, Trusts or insurance policies of Simon or Shirley Bernstein including the Bernstein Trust Agreement.

249. That ELIOT states that A. SIMON would not have searched his Law Firms Offices for these documents as stated in his Amended Complaint if he never had possession, these are more

reasons he will be called as a material and fact witness in these matters creating Adverse Interests.

250. That A. SIMON claims,

> 18) I am unaware of the existence of any facts or circumstances which would prevent me from continuing my representation of all of my clients and myself, free from any conflict of interest or other disqualifying factor.

(See Affidavit of Adam M. Simon attached hereto and made a part hereof as Exhibit 1.)

251. That ELIOT states it would be hard for one to find oneself guilty and turn oneself in, so I am not sure what his belief matters to this Court and this sounds like a self-vindication of sorts and ELIOT will await Your Honor's call on any other disqualifying factors present.

ELIOT COMMENTS ON A. SIMON'S STANDARD OF REVIEW

252. That A. SIMON claims,

> ELIOT has failed to set forth a standard of review in his motion. In case law cited herein, court's are required to base their findings of fact regarding a motion to disqualify on evidentiary hearings, or at a very minimum sworn affidavits. ELIOT has attached no sworn affidavit to his motion and has shown no reasonable cause for an evidentiary hearing. Thus, there are no facts of record regarding my representation nor any disqualifying factors. Absent a factual record, this court cannot make the requisite finding of facts for ELIOT to prevail on his motion. For this reason alone, ELIOT's motion must be denied.
> But, the following guidance is instructive regarding how a court should view a motion to disqualify:
> "….we also note that disqualification, as a prophylactic device for protecting the attorney/client relationship, is a drastic measure which courts should hesitate to impose except when absolutely necessary. A disqualification of counsel, while protecting the attorney/client relationship also serves to destroy a relationship by depriving a party of representation of their own choosing. (citations omitted) We do not mean to infer that motions to disqualify counsel may not be legitimate and necessary;

> nonetheless, such motions should be viewed with extreme caution for they can be misused as techniques of harassment. Freeman v. Chicago Musical Instrument Co., 689 F.2d 715, 721 (7th Cir. 1982)."
> In a separate opinion, the court put it this way:
> Disqualification is a drastic measure that courts should impose only when absolutely necessary. Mr. Weeks, as the movant, has the burden of showing facts requiring disqualification. Weeks v. Samsung Heavy Industries Co., Ltd. 909 F.Supp. 582 (N.D. Ill., 1996)
> In Freeman, supra, the court rejected movant's motion to disqualify because the movant failed to provide a factual record to determine whether the attorney at issue in that case knew confidential information regarding the opposing party that would justify disqualification. In
> Weeks, supra, the court ultimately rejected movant's motion to disqualify because the movant's grounds for disqualification were based on "bald assertions unsupported by either an affidavit or evidence." Weeks, 909 F.Supp. at 583.

253. That whether ELIOT filed his Motion properly or not is not of concern until this Court determines if A. SIMON filed this Lawsuit properly in the first place. The Court should act on its own Motion to dismiss this Lawsuit and award a default judgment against Plaintiffs for filing a frivolous Lawsuit. That if this Court needs an Affidavit, please so state and ELIOT will waste more time and money responding to this hoax of a Lawsuit.

254. That A. SIMON claims,

> A. ELIOT'S Third-Party claims and motion to disqualify violate Fed. R. Civ. Pro. 11 in that they were filed for improper purposes and are not well grounded in fact or law.
> Fed. R. Civ. P. 11(b) provides in pertinent part as follows:
> Representations to the Court. By presenting to the court a pleading, written motion, or other paper – whether by signing, filing, submitting, or later advocating it
> – an attorney or unrepresented party certifies that to the best of his knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

> (1) It is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
> (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or establishing new law;
> (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigations or discovery; and
> (4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information.

255. That ELIOT has filed his claims based on factual information chalk full of evidentiary support evidencing that this Lawsuit is a Fraud on this Court and Fraud on the Beneficiaries of SIMON'S Estate. That ELIOT will also rely on the entire arguments for dismissal of Defendant JACKSON'S well stated legal grounds at the January 13, 2014 Hearing and hereby incorporates that Hearings transcript and Alexander "Alex" David Marks, Esq. brilliant and reasons and rational for tossing this Lawsuit stated in perfect legalese and of course, Your Honor's own demand for proof of a valid Plaintiff, Trustee and Defendant in the Lawsuit as solid grounds for dismissal and disqualification.

256. That A. SIMON claims,

> On December 22, 2013, I sent a letter to ELIOT reminding him that the court had previously admonished him regarding a motion to disqualify and the requirement for such a motion to comply with Rule 11. I further stated my belief that his motion to disqualify and strike pleadings violated Rule 11, and I provided an opportunity for him to withdraw the motion.
> Despite the warnings he received, ELIOT has chosen to pursue his motion.

257. That ELIOT does not recall the Court admonishing him regarding a motion to disqualify, perhaps the Court can refresh ELIOT'S memory. Again, since A. SIMON is conflicted as a defendant, counsel and self-counsel, his self-aggrandized opinion matter little and his "warnings" mattered less.

258. ELIOT threw the letter in the garbage after reading it for what it was worth.

259. That A. SIMON claims,

> B. ELIOT'S motion is devoid of a factual record and thus his motion is not well grounded in fact.
> Although it is difficult to discern from his motion, ELIOT seems to be arguing that the complaint I filed on behalf of my clients is groundless and baseless. If that were so, ELIOT has opportunities to attack the pleading, but instead he has chosen to attack me. ELIOT asserts that my involvement in alleged misconduct relating to the probate of his parents' estates (the "Estates") prohibit me from representing my clients. ELIOT'S motion is full of libelous innuendo but devoid of any facts that illustrate misconduct or any participation in the probate proceedings on my part.
> In contrast, my attached affidavit contains my sworn denials of any involvement in the probate matters in Palm Beach County, including any involvement in alleged misconduct.
> Absent a factual record from which this court can render a decision, ELIOT'S motion must fail.

260. That ELIOT has not attacked A. SIMON, he has stated multiple grounds for his disqualification and reporting to State and Federal Authorities for a host of Felonious acts.

261. That A. SIMON claims,

> C. ELIOT'S motion fails to set forth a legal standard or authority necessary for the court to grant the relief he has requested. Thus, his motion is not well grounded in law.
> ELIOT's third-party claims, counterclaims, and motion to disqualify and strike pleadings, merely recite ELIOT's theories and positions but fail to establish that there are a set of facts which exist that would entitle him to the relief he demands as a matter of law. Instead of setting out the facts and law for the court, he proffers theory and innuendo, stating that this is "my position" and

> then asking the court to investigate and figure out whether his "position" has any merit.

262. That ELIOT has established that when there is no beneficiary at the time of death, the law mandates the proceeds of the insurance policy are paid to the Insured and therefore all the Estate Beneficiaries are established as beneficiaries and would have been paid long ago without these continued and ongoing schemes to defraud HERITAGE, JACKSON, this Court and the Estate Beneficiaries, through scheme after failed scheme.

263. That A. SIMON claims,

> D. ELIOT's counterclaim was manufactured for the improper purpose of disqualifying me and denying my client's their choice of counsel. In so doing, he is attempting to needlessly increase the expense of litigation.
> As noted in Freeman, supra, granting a motion to disqualify "destroys a relationship by depriving a party of representation of their own choosing". The clients I represent in this matter have chosen to act jointly, in large part, to efficiently prosecute their common claims while reducing the associated legal fees and costs. ELIOT's efforts appear to be targeted to increase the expense and time needed for all parties to resolve this matter.

264. That it appears A. SIMON is admitting that he is conflicted but claiming ELIOT made the conflicts somehow. ELIOT does intend to deprive Plaintiffs of conflicted counsel and does not think they will be able to retain non-conflicted counsel that will pursue this frivolous, vexatious, felonious and harassing Lawsuit. That the Court should bear in mind that THEODORE, according to JACKSON, was advised by counsel prior to A. SIMON that he had no basis in law to file this action and this is why he turned to his conflicted brother-in-laws law firm who has substantial interest to gain from this Lawsuit.

265. That A. SIMON claims,

E. ELIOT'S counterclaim and motion were manufactured for the improper purposes of harassment and attempting to cause harm to my reputation and those of my clients.
ELIOT is currently utilizing this same abusive litigation tactic in the Probate proceedings in Palm Beach County, FL. On or about January 2, 2014, ELIOT filed a motion in the probate estate of Simon Bernstein styled as follows:

MOTION TO:

(I) STRIKE ALL PLEADINGS OF MANCERI AND REMOVE HIM AS COUNSEL;

(II) FOR EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE;

(III) FOR FULL ACCOUNTING DUE TO ALLEGED THEFT OF ASSETS AND FALSIFIED INVENTORIES;

(IV) NOT CONSOLIDATE THE ESTATE CASES OF SIMON AND SHIRLEY BUT POSSIBLY INSTEAD DISQUALIFY YOUR HONOR AS A MATTER OF LAW DUE TO DIRECT INVOLVEMENT IN FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS FILED BY OFFICERS OF THIS COURT AND APPROVED BY YOUR HONOR DIRECTLY;

(V) **THE COURT TO SET AN EMERGENCY HEARING ON ITS OWN MOTION DUE TO PROVEN FRAUD AND FORGERY IN THE ESTATE OF SHIRLEY CAUSED IN PART BY OFFICERS OF THE COURT AND THE DAMAGING AND DANGEROUS FINANCIAL EFFECT IT IS HAVING ON PETITIONER, INCLUDING THREE MINOR CHILDREN AND IMMEDIATELY HEAR ALL PETITIONER'S PRIOR MOTIONS IN THE ORDER THEY WERE FILED.**

(See excerpts from ELIOT'S 68 page motion in the Probate proceedings in Palm Beach County, attached to Adam Simon's Affidavit as Exhibit B, at p.2).

In the motion, ELIOT demands from the probate court a myriad of relief including not only disqualifications of a number of attorneys, but also the judge, himself. ELIOT's motions are designed to harass the court, and its officers. Where there has been alleged misconduct in the probate proceedings it is my understanding that

such misconduct has been reported to both the authorities and the court.

266. That ELIOT'S efforts to remove the conflicted and feloniously acting counsel in the estate courts has paid off, as Attorneys at Law, SPALLINA, TESCHER and MANCERI have all resigned as counsel and submitted Withdrawal of Counsel papers to the courts. SPALLINA and TESCHER are further withdrawing as Co-Personal Representatives / Executors.

267. That the FELONY misconduct discovered was only reported to authorities through ELIOT and CANDICE'S excellent forensic work and discovery of FORGERY and FRAUDULENT NOTARIZATIONS, it is not like anyone came forward and confessed.

268. That A. SIMON claims,

> One of the main reasons ELIOT files such motions is in an attempt to freely slander and libel anyone whom he confronts that does not do what he says when he says its. In his motion, ELIOT states about my client, Ted Bernstein, and Tescher and Spallina, the former attorneys or Simon and Shirley Bernstein and their Estates as follows:
>
> 12. That due to the Proven and Admitted Felony acts already exposed and being prosecuted, the ongoing alleged criminal acts taking place with the Estates assets, the fact that Spallina and Tescher are responsible not only for their alleged criminal acts involving Fraud on this Court and the Beneficiaries but are wholly liable for the FELONY acts of Moran of FORGERY and FRAUDULENT NOTARIZATIONS, is just cause for all of the fiduciaries of the Estates and Trusts and counsel thus far be immediately removed, reported to the authorities and sanctioned by this Court. This disqualification and removal is further mandated now as Theodore, Spallina, Manceri and Tescher all have absolute and irrefutable Adverse Interests now with Beneficiaries and Interested Parties, especially Petitioner who is attempting to have them prosecuted further for their crimes and jailed and all their personal and professional assets seized through civil and criminal remedies and their reputations ruined for their criminal acts against his Mother and Father's Estates and Trusts." (emphasis added.)

> (See Exhibit B attached to Adam Simon's Affidavit at par. 12). ELIOT'S bold-faced, glaring description of his own malicious intent proves beyond doubt his contempt for the judicial system, officers of the court, and members of his own family. ELIOT even has the audacity to demand from the probate judge, that he rule on all of ELIOT'S previously filed and pending motions in the "order they were filed." (See Exhibit B at pg. 2 of 68, attached to Adam Simon's Affidavit).

269. That ELIOT neither retracts nor redacts any of these claims but notes that A. SIMON is defaming and slandering him by stating this is ELIOT'S intent when defamation and slander are defensible with TRUTH and ELIOT has only told the truth in these matters and all matters to the best of his ability.

270. That ELIOT does intend on dragging those involved in the Estate heists through violation of their Attorney Conduct Codes or Oaths of Office through the mud and further have them incarcerated for their felonious misconduct.

271. That ELIOT claims if A. SIMON feels defamed or slandered as an Attorney at Law why has he not taken action AGAIN, as they did in the insurance matters and add that to any counter claim he wishes to file against ELIOT. Otherwise this claim is more hot air and an attempt to slander and defame ELIOT without reason or merit and further cause for removal.

272. That A. SIMON claims,

> In ELIOT's motion to disqualify and strike pleadings pending before this court, ELIOT states in pertinent part as follows: Defendant, A. SIMON, can no longer be unbiased either as counsel for himself or others, especially where there is adverse interest in the matter that could put him behind bars for felony crimes alleged herein, that he is a central party to." (Dkt. #58 at Par. 70). ELIOT spews such false allegations with malicious intent and to cause harm. I, for one, can no longer permit ELIOT to wreak havoc in this litigation free from fear of any meaningful sanction. Which is why, if the court denies ELIOT's motion to disqualify

> me, I shall file a separate motion seeking sanctions from the Court that will include, but are not limited to, withdrawal of ELIOT's filing privileges absent leave of the court for each pleading and/or motion he desires to file in this matter in the future.

273. That A. SIMON should worry not about sanctioning ELIOT with his superpowers but worry more about being sanctioned for filing a Lawsuit so void of legal standing as to make it precedent setting as an example of what not to do when filing Lawsuit in Law School 101. That this Lawsuit may also be precedent setting and model for the Law School 201 class on ethics and how Lawsuits can be misused as criminal acts by Attorneys at Law through toxic, frivolous, vexatious abuse of process that may land them in jail. A. SIMON should worry more that this Fraud on a US District Court to commit Insurance Fraud will land him in prison soon than ELIOT'S filing privileges he so desperately wishes to avoid.

274. That the Court should not that what spews from A. SIMON has not one factual example of anything he claims, while he dodges all allegations in the ELIOT'S filing of his wrongdoings that are filled with factual Prima Facie evidence of the crimes alleged against him and other defendants.

275. That A. SIMON claims,

> G. ELIOT'S motion is styled as a motion to disqualify and strike pleadings actually seeks relief well beyond that. ELIOT, in his motion to disqualify and strike pleadings seeks a myriad of relief from this court far too extensive to regurgitate in full. Suffice to say however, that his demand for $8 million from me, in a motion to disqualify, provides additional irrefutable evidence that he has filed this motion for an improper purpose. The number $8 million is tossed about by ELIOT with total disregard for me or this court because he does so without a shred of evidence to support it.

276. ELIOT has sought eight million dollars of damages, as the Lost or Suppressed Policy Appears to be $2,000,000.00. Since no policy has been provided to prove this amount for

certain it is only an assumption at this time and could in fact be much larger. Since no beneficiaries can be proven on the actual Policy, as that information appears suppressed and denied, again apparently to intentionally deny the True and Proper Beneficiaries of the death benefits, ELIOT has concluded that the beneficiary may be him alone for two million or any of his children alone for the whole two million and thus since no one can legally prove otherwise these seem to be the extent of the damages caused by losing the policy and trusts from sloppy record keeping or alleged fraud by all of those involved in this frivolous Breach of Contract Lawsuit and responsible for these damages. Therefore, Eliot plus his children each could have been the sole beneficiary and thus each has been damaged for at least two million and thus 2 million times 4 is eight million dollars, which is the relief sought, I guess SIMON could have left it all to CANDICE, as SPALLINA claims immediately prior to his death SIMON had requested beneficiary change forms and was intending to change the beneficiary to an unknown party. ELIOT will consider seeking leave to amend the complaint another $2,000,000.00 for this potential.

277. That ELIOT has sought more for pain and suffering and this macabre scene created has cost ELIOT and his family much grief and sadness and financial distress and when it is family like this, it is treble damages emotionally and the disgrace to ELIOT'S parents good name and good fortunes blessed upon their children damaged by this beyond the repair money can buy or this Court can grant.

278. That A. SIMON claims,

> ELIOT's prayers for relief also demand that this court order all children and grandchildren of Simon Bernstein to seek their own separate counsel. Such a demand is designed solely to increase the cost and expense of this litigation beyond the point of any rational economic sense. Again, ELIOT makes these demands purportedly

> on behalf of relatives whom are not represented in this litigation, because they were not named by the Insurer in its interpleader action nor by any other party to the litigation. Also, neither ELIOT nor any of the relatives purportedly represents can offer any evidence or documentation that would support a claim to the Policy proceeds. That would explain their absence in this case.

279. That A. SIMON again fails to see that the Estate of the Insured is paid the proceeds when no beneficiary is present at time of death and here we are over a year after time of death and A. SIMON fumbles in Court to try and build a legally qualified beneficiary and has failed again and again to put forth any legal proof of his clients beneficial interests in the Lost or Suppressed Policy. With no legal Plaintiff and no legal Defendant in his Lawsuit this Lawsuit and his clients claims are WORTHLESS and ELIOT and the grandchildren who are beneficiaries of the Estates would be.

280. That A. SIMON knew all this being a seasoned Attorney at Law but choose to conceal these facts from the Court and the Estate beneficiaries with scienter.

281. That A. SIMON claims,

> H. ELIOT'S motion violates the Northern District's Local Rules, LR 7.1 in that it exceeds page limitations without leave of the court.
> LR 7.1. Briefs: Page Limit
> Neither a brief in support of or in opposition to any motion nor objections to a report and recommendation or order of a magistrate judge or special master shall exceed 15 pages without prior approval of the court. Briefs that exceed the 15 page limit must have a table of contents with the pages noted and a table of cases. Any brief or objection that does not comply with this rule shall be filed subject to being stricken by the court.
> ELIOT'S motion is over twice the length permitted by LR 7.1 and it was filed without leave of the court. In addition, the motion also contains over 125 pages of exhibits. Most of
> ELIOT'S motion is devoted to the probate proceedings in Palm Beach County, Florida as opposed to the issues in the case at bar. In fact all of ELIOT's pleadings in this matter violate this rule. ELIOT's 34 page motion to disqualify with over 120 pages of

> exhibits is likely the shortest pleading he has filed in this matter to date. For violating LR 7.1, ELIOT's motion should be stricken by the court.

282. That ELIOT prays that this is not the only defense, for he should not worry about page length violations when his whole Lawsuit is a violation not only of this Court's rules but of STATE and FEDERAL FELONY LAWS and based upon an Insurance Fraud Scheme.

ELIOT'S COMMENTS ON A. SIMON'S CONCLUSION

283. That A. SIMON claims,

> ELIOT, as movant, had the burden of establishing the facts showing that the drastic remedy of disqualifying me as attorney for my clients is required in this instance. ELIOT failed to proffer any factual record in support of his motion. ELIOT also failed to articulate any legal authority supporting his motion and the myriad of relief he requests from this court. For all the foregoing reasons, this court should deny ELIOT'S motion to disqualify and strike pleadings, in its entirety.

284. That ELIOT has said enough to have A. SIMON disqualified and arrested for FELONY FRAUD and more.

285. A. SIMON claims, "17) I never had custody or control of the Wills, Trusts or insurance policies of Simon or Shirley Bernstein including the Bernstein Trust Agreement." That ELIOT therefore asks why his law firms offices were searched for the missing Lost or Suppressed Trust aka "Bernstein Trust" if they never had custody or control.

286. That ELIOT also asks where the newly discovered alleged drafts came from and how they fell from the sky during his Rule 26 disclosure as newly manufactured worthless alleged drafts of the NONEXISTENT Trust.

287. That Judicial Cannons also require the reporting of alleged misconduct of Attorneys at Law acting before this Court to the proper authorities where there is sufficient evidence of criminal or ethical misconduct.

288. That if this Court so deems it necessary for ELIOT to more formally file a proper legal pleading to remove A. SIMON, than ELIOT seeks guidance from the Court in what is necessary to formalize and fix his Motion and allow time to Amend properly and fit all these crimes alleged into the page limits.

Wherefore, for all the reasons stated herein, ELIOT prays this Court remove A. SIMON from any legal representations for others before this Court and Disqualify him and remove all pleadings as improperly filed on behalf of a nonexistent legal entity, demand proof of his retainer agreement with the Lost or Suppressed Trust to act on its behalf and the rule a Default Judgment in favor of ELIOT. Further Sanction and Report the Attorneys at Law involved for their violations of Attorney Conduct Codes and **State and Federal Law**. Award damages sustained to date and continuing in excess of at least EIGHT MILLION DOLLARS ($8,000,000.00) as well as punitive damages, costs and attorney's fees and any other relief this Court deems just and proper.

Respectfully submitted,

/s/ Eliot Ivan Bernstein

Dated: Wednesday, January 29, 2014

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Certificate of Service

The undersigned certifies that a copy of the foregoing Reply to Response to Motion to Remove Counsel was served by ECF to all counsel, and E-mail on Wednesday, January 29, 2014 to the following parties:

Email

Robert L. Spallina, Esq. and
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq. and
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

Theodore Stuart Bernstein and
National Service Association, Inc. (of Florida) ("NSA")
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

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

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com
Iantoni_jill@ne.bah.com

Pamela Beth Simon and
S.T.P. Enterprises, Inc.,
S.B. Lexington, Inc. Employee Death Benefit Trust,

SB Lexington, Inc.,
National Service Association, Inc. (of Illinois)
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
psimon@stpcorp.com

David B. Simon and
The Simon Law Firm
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
dsimon@stpcorp.com

Adam Simon and
The Simon Law Firm
General Counsel STP
303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
asimon@stpcorp.com

/s/ Eliot Ivan Bernstein

_____

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

EXHIBIT 4