3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

SERVICE LIST

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Fort Lauderdale, Florida 33308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

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6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

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Circuit Judge

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

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Respondents.

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6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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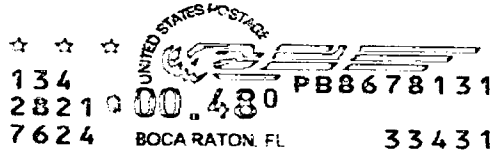
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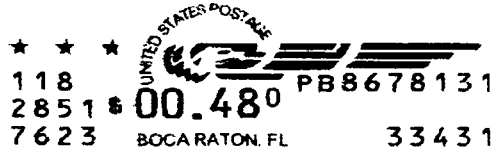
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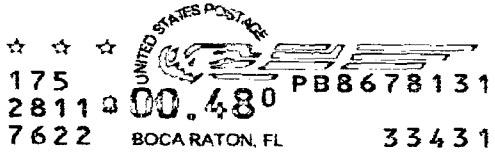
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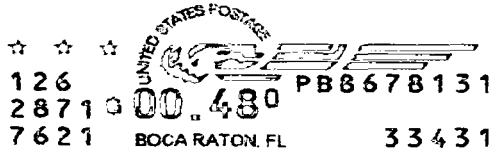
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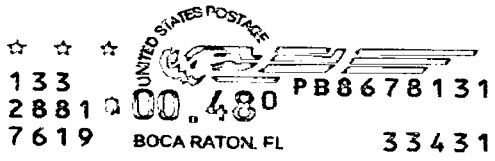
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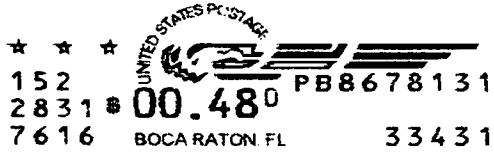
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Miscella Cons
Simon Pet: Appt. PR. v Cambr

pankauski
LAW FIRM
P.L.L.C.

a professional limited liability company

120 South Olive Avenue
Guaranty 701
West Palm Beach, FL 33401

(561) 514-0906

February 14, 2013

VIA HAND DELIVERY

Honorable Martin Colin
South County Courthouse
200 W. Atlantic Avenue
Delray Beach, FL 33444

Re: Estate of Simon Bernstein
Case No. 502012CP004391XXXXSB

Dear Judge Colin:

In connection with the upcoming hearing scheduled for **Tuesday, February 18, 2014**, enclosed please find a courtesy copy of the following:

1. Notice of Hearing (30 minutes reserved) on our Motion for Appointment of Curator or Administrator Ad Litem dated February 13, 2014 ("Motion");

2. Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014; and

3. Notice of Filing Signed Motion for Appointment of Curator or Administrator Ad Litem dated February 14, 2014.

If the Court requires any additional materials, please do not hesitate to call.

Very truly yours,

for

PANKAUSKI LAW FIRM P.L.L.C.
By: John J. Pankauski, Esq.

/hg
Enclosures (3)
cc: Ted Bernstein (via email with enclosures)
Donald Tescher, Esq. (via email with enclosures)

Robert Spallina, Esq. (via email with enclosures)
Peter Feaman, Esq. (via email with enclosures)
Alan Rose, Esq. (via email with enclosures)
Pamela Simon (via regular mail with enclosures)
Eliot Bernstein (via regular mail with enclosures)
Jill Iantoni (via regular mail with enclosures)
Lisa Friedstein (via regular mail with enclosures)
Alexandra Bernstein (via regular mail with enclosures)
Eric Bernstein (via regular mail with enclosures)
Matt Logan (via regular mail with enclosures)
Daniel Bernstein (via regular mail with enclosures)
Jacob Bernstein (via regular mail with enclosures)
Joshua Bernstein (via regular mail with enclosures)
Julia Iantoni (via regular mail with enclosures)
Max Friedstein (via regular mail with enclosures)
Carley Friedstein (via regular mail with enclosures)
Michael Bernstein (via regular mail with enclosures)
Molly Simon (via regular mail with enclosures)

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Filing # 10259374 Electronically Filed 02/13/2014 03:16:59 PM

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

IN RE:	PROBATE DIVISION
ESTATE OF SIMON L. BERNSTEIN	Case No. 502012CP004391XXXXSB
Deceased.	DIVISION: IY (COLIN)

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally): DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et al.

Respondents.

_____/

NOTICE OF HEARING
(30 Minutes Reserved)

PLEASE TAKE NOTICE that the undersigned shall call up for hearing before the Honorable Martin H. Colon:

Matter: Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014

Date: February 18, 2014

Time: 2:30 p.m. (30 Minutes Reserved)

Location: South County Courthouse
200 West Atlantic Avenue
Courtroom 2
Delray Beach, Florida 33444

Please govern yourself accordingly.

I certify that a good faith effort has been made to resolve this issue without a hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

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KONOPKA, THOMAS & WEISS, P.A.
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(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

– and –

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courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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Peter M. Feaman, Esq.
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Boynton Beach, FL 33436
via email:
(pfeaman@feamanlaw.com)

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Dominique March, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Dominique March, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan

pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Dominique March, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

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

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4.The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

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

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; X **U.S. Mail**; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
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Florida Bar No.: 0982032
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Florida Bar. No.: 0568139

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"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan

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

CASE NO. 502012CP004391XXXXSB

CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF FILING SIGNED MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW, Petitioner, TED BERNSTEIN ("Petitioner"), by and through the undersigned counsel, and hereby gives notice of filing the attached Motion for Appointment of Curator or Administrator Ad Litem bearing Petitioner's signature (which Motion was originally filed on February 7, 2014).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was

furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 14th day of February, 2014.

MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A.
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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	

Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

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

TED BERNSTEIN

February 13, 2014

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: ☐ Facsimile and U.S. Mail; ☐X U.S. Mail; ☐ E-mail Electronic Transmission; ☐ FedEx; ☐ Hand Delivery this 7th day of February, 2014.

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Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

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

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF SERVING

PLEASE TAKE NOTICE that Petitioner, TED BERNSTEIN, by and through the undersigned counsel, served on today's date a true and correct copy of the Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014 and Petition for Appointment of Successor Personal Representative dated February 7, 2014, upon Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
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Attorneys for Ted S. Bernstein

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

IN RE:	PROBATE DIVISION
ESTATE OF SIMON L. BERNSTEIN	Case No. 502012CP004391XXXXSB
Deceased.	DIVISION: IY (COLIN)

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally): DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et al.

Respondents.

_____/

NOTICE OF HEARING
(30 Minutes Reserved)

PLEASE TAKE NOTICE that the undersigned shall call up for hearing before the Honorable Martin H. Colon:

Matter: Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014

Date: February 18, 2014

Time: 2:30 p.m. (30 Minutes Reserved)

Location: South County Courthouse
200 West Atlantic Avenue
Courtroom 2
Delray Beach, Florida 33444

Please govern yourself accordingly.

I certify that a good faith effort has been made to resolve this issue without a hearing.

CERTIFICATE OF SERVICE

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MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4.The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

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

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; X **U.S. Mail**; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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By: _____
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His Parents and Natural Guardians
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Julia Iantoni, a Minor
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Her Parents and Natural Guardians
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Max Friedstein, a Minor
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	

Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

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

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; □X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

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By: /s/ John J. Pankauski
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Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS. ASSOCIATES AND OF COUNSEL).
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN.
LISA SUE FRIEDSTEIN. INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,
JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,
PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

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OBJECTION TO MOTIONS TO BE DISCHARGED AS COUNSEL AND/OR PERSONAL REPRESENTATIVES AND TRUSTEES

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

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
_____/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS,
ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED
PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED
TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED
TRUSTEE AND SUCCESSOR TRUSTEE,
PROFESSIONALLY
THEODORE STUART BERNSTEIN, AS TRUSTEE FOR
HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A
BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER
CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A
BENEFICIARY,
JILL MARLA IANTONI, AS TRUSTEE FOR HER
CHILDREN,
PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER
CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS,
ASSOCIATES AND OF COUNSEL)

OBJECTION TO MOTIONS TO BE DISCHARGED AS COUNSEL AND/OR
PERSONAL REPRESENTATIVES AND TRUSTEES
Friday, February 14, 2014 / Page 1 of 34

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
JOHN AND JANE DOE (1-5000)
_____/

OBJECTION TO MOTIONS TO BE DISCHARGED AS COUNSEL AND/OR PERSONAL REPRESENTATIVES AND TRUSTEES IN SIMON AND SHIRLEY ESTATES

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children as Guardian and Trustee to the minor children who may also be Beneficiaries and Interested Parties of the Estates and Trusts of Shirley Bernstein ("SHIRLEY") and Simon L. Bernstein ("SIMON"), representing PRO SE[1], and hereby files this his "OBJECTION TO MOTIONS TO BE DISCHARGED AS

[1] 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 rule which holds that all pleadings shall be construed to do substantial justice.

COUNSEL AND/OR PERSONAL REPRESENTATIVES AND TRUSTEES" dated Friday, February 14, 2014 and in support thereof states, on information and belief, as follows:

BACKGROUND

1. That Donald R. Tescher ("TESCHER"), Robert L. Spallina ("SPALLINA"), and their law firm Tescher & Spallina, P.A. ("TSPA") moved this Court to withdraw as counsel to Theodore Stuart Bernstein ("THEODORE") who is the Personal Representative in the Estate of SHIRLEY. TESCHER and SPALLINA also move this Court to resign as Co- Personal Representatives of the Simon L. Bernstein ("SIMON") Estate and SPALLINA seeks to withdraw as counsel to TESCHER and SPALLINA as Co-Personal Representatives of SIMON'S Estate. These motions are suddenly being made over one and a half years after the Estate probate proceedings were started in the Estate of SIMON and over three years in the Estate of SHIRLEY, after several motions filed by Petitioner to REMOVE them all for CAUSE with PREJUDICE have lied dormant in the Court.
2. That SPALLINA and TESCHER also sought a petition to be discharged by this Court as part of their withdrawal and resignation petitions. Petitioner has previously sought the REMOVAL of SPALLINA and TESCHER as Co-Personal Representatives; thus Petitioner is not interested in having them continue in that role; however, their petitions raise serious concerns about the real reasons and motives for their sudden desire to flee the scene of the crimes.

3. That SPALLINA, TESCHER and their law firm TSPA state their reasons for withdrawal and desire for discharge is suddenly "irreconcilable differences[2]" with THEODORE as to their motion to withdrawal as counsel to THEODORE as Personal Representative of SHIRLEY'S Estate, and suddenly "irreconcilable differences" with the beneficiaries as to their motion to resign as Co-Personal Representatives under SIMON'S estate.
4. That as an initial matter, Petitioner moves this Court to have SPALLINA, TESCHER and their law firm TSPA state with specificity all of the reasons they feel they have "irreconcilable differences" as to the beneficiaries and as to THEODORE. Petitioner also moves to have them state with specificity why it is now, almost a year and half into the probate of SIMON[3] and over three years into SHIRLEY that they for the first time feel they have sudden "irreconcilable differences" that forced their resignation, apparently in attempts to evade the more serious matters discovered in this Court regarding their law firm TSPA filing FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS to close the Estate of SHIRLEY and filing documents impersonating SIMON POST MORTEM AS THE PERSONAL REPRESENTATIVE through further FRAUDULENT ACTIVITIES and other alleged criminal acts and civil torts further discussed herein.
5. That even if the Court allows SPALLINA, TESCHER and their law firm TSPA at this time to resign and /or withdraw, Petitioner objects to their discharge. A discharge could impede the beneficiaries' rights to relief from each or both of them and their law firm TSPA when

See my letter of 1/14/14 allegations of wrong doers

[2] There appears no legal definition of this word other than its use in divorce cases and where the term is not applicable to these matters as a ground for withdrawal of counsel. Black's Law Dictionary "No fault ground for dissolution of marriage under many state divorce statutes, see also irretrievable breakdown of marriage."

[3] The estate was Ordered by Judge David E. French to be closed by October 02, 2013 and no filing for extension has been filed in violation of the Court Order.

this Court finally determines the proper beneficiaries and the true value of SHIRLEY and SIMON'S Estates and Trusts and where an estimated FORTY MILLION DOLLARS of missing assets have gone. Keep in mind that Petitioner states that the Estates and Trusts values have been intentionally misrepresented so THEODORE, SPALLINA, TESCHER and others could loot the Estates after illegally gaining Dominion and Control of them through a series of fraudulent and forged documents and then begin a host of alleged criminal acts to disperse assets illegally to improper beneficiaries and remove assets outside of the gross Estates.

6. That SPALLINA, TESCHER and their law firm TSPA have acted in many roles, including but not limited to: (i) Counsel to Petitioner's deceased parents, (ii) Preparation of Wills and Trusts for SIMON and SHIRLEY, (iii) Acting as Co-Personal Representatives of SIMON, (iv) Acting as counsel to themselves as Co-Personal Representatives of SIMON, (v) Acting as Co-Trustees of SIMON, (vi) Acting as Counsel to Co-Trustees of SIMON including themselves, (vii) Counsel to SIMON as PERSONAL REPRESENTATIVE of SHIRLEY'S Estate, (viii) Acting as Counsel to THEODORE as Successor Trustee to SHIRLEY'S TRUST, (ix) Acting as Co-Trustees of SIMON'S Trusts, (x) Acting allegedly fraudulently as Trustee of the Simon Bernstein Irrevocable Life Insurance Trust Dtd 1995 (that does not exist at this time), (xi) Acting as Counsel to Beneficiaries and Interested Parties of SIMON and SHIRLEY Estates and (xii) Acting as counsel to Personal Representative Theodore in SHIRLEY'S Estate. So any discharge could affect their exposure in each of these roles and further damage Petitioner and other interested parties and beneficiaries.

7. That the dizzying amount of representations by THEODORE and TESCHER, SPALLINA and TSPA, gained through a series of alleged and proven forged and fraudulent documents, which gave them total control of the Estates and provided a mechanism to **THWART ACCOUNTABILITY** of their actions to the beneficiaries of the Estates.
8. That subject to the other "irreconcilable differences" SPALLINA and TESCHER may state with specificity to this Court, it is clear from a RESIGNATION letter sent by TESCHER, see Exhibit 1 - TESCHER RESIGNATION LETTER on January 14, 2014 to the children of SIMON and SHIRLEY that TESCHER and SPALLINA disagree amongst themselves now as to who the proper beneficiaries are due to what they claim are newly discovered admittedly fraudulent documents and bad faith acts and further unclean hands, see Exhibit 2 – REPORT ("REPORT") (*****NOTE THAT THIS COURT MAY WANT TO ACT ON ITS OWN MOTION TO SEAL THIS EXHIBIT TO PROTECT THE SOURCE, PLEASE CONTACT PETITIONER IMMEDIATELY IF THE DECISION IS TO SEAL*****).
9. That in his letter, TESCHER states that an alleged first amendment ("FIRST FIRST AMENDMENT") prepared by his Law Firm TSPA in 2008 in SHIRLEY'S Estate simply removed a step son of THEODORE'S and nothing else; meaning THEODORE and Pamela Beth Simon ("PAMELA") and their lineal descendant were not proper beneficiaries as they were wholly disinherited in the 2008 estate plans of both SIMON and SHIRLEY with their lineal descendants.
10. That in his resignation letter TESCHER states that in January 2013, over four years later, SPALLINA sent a different alleged second first amendment ("SECOND FIRST

1/14/14 letter speaks for itself

AMENDMENT") to then counsel to Petitioner, Christine Yates, Esq. ("YATES") of the Tripp Scott law firm, which removed the step son and this new SECOND FIRST AMENDMENT now allegedly changed the definition of lineal descendants so as to allegedly state that THEODORE and PAMELA'S children would be proper beneficiaries along with the other grandchildren. TESCHER claims to have never been aware of such alleged SECOND FIRST AMENDMENT.

11. That this was the stated basis of TESCHER'S resignation and in the letter he offered to make whole **losses and damages** suffered by the affected parties. It is interesting that SPALLINA sent the other alleged SECOND FIRST AMENDMENT, which allegedly changed the definition of lineal descendants in 2008, because in November 2011, SPALLINA responded to PAMELA'S counsel, Heriaud & Genin, Ltd., and a one Tamar S.P. Genin ("GENIN"), see Exhibit 3 - GENIN'S LETTER TO PAMELA, that PAMELA, THEODORE and their children were wholly cut out of the Estates of both SIMON and SHIRLEY, with them considered predeceased and wholly disinherited at that time.

12. This conversation however, occurred three years after the purported signing of the alleged SECOND FIRST AMENDMENT that is alleged to include the grandchildren back into the Estate on November 18, 2008. Therefore, why would SPALLINA tell GENIN that PAMELA and her children were cut out of the Estates and Trusts and wholly disinherited in November 2011, if SPALLINA had the other alleged SECOND FIRST AMENDMENT reinstating them back on November 18, 2008? It is also curious that both documents are titled "first amendment" instead of one of them being titled a second amendment and they both were supposedly signed on the same date on November 18, 2008.

13. That it was recently learned that the SECOND FIRST AMENDMENT was admitted altered and manufactured illegally for SHIRLEY in January 2013 by SPALLINA as part of continuing an ongoing Pattern and Practice of Fraud and more to make POST MORTEM CHANGES TO THE RIGHTFUL beneficiaries of the Estates.

14. That the existence of the alleged FIRST FIRST AMENDMENT that excludes THEODORE and PAMELA'S children likely is the basis why THEODORE may believe there is an "irreconcilable difference" as his kids would remain non-beneficiaries under that document, and obviously now clearly demonstrates that THEODORE is further conflicted and now incapable of serving as Personal Representative or in any fiduciary capacities in the Estates and Trusts, as a Personal Representative or Trustee must look out equally for the interests of all beneficiaries, which he cannot do while arguing that his issue of his family being excluded and that they should now be included back in, which is to the detriment of the other grandchildren or children of SHIRLEY and SIMON. These same conflicts would be cause to deny PAMELA from becoming a successor Personal Representative and/or Trustee as well. Since THEODORE and PAMELA have no real interests in the Estates no matter how this Court determines the beneficiaries and have already been involved in so much delay and conversion of assets improperly there is no reason for the Court to have them in any fiduciary or other capacities.

15. That it was recently learned that THEODORE was advised by counsel of the fact that distributions to his children of Estate and Trust assets should not be distributed to his children as it was improper but THEODORE ignored the advice of counsel and so transacted distributions to his children to the detriment of other beneficiaries. Again, this is solid cause for THEODORE to be instantly removed from ANY fiduciary capacities in the Estates and

told him hold off on distrib until I Shirley Trust removed as defendant in the Stansbury litigation

Trusts for this is absolute WILLFUL, WANTON and GROSSLY NEGLIGENT behavior in disregard for law and which such conversion constitutes alleged CRIMINAL misconduct. See Exhibit 2 - REPORT.

16. That TESCHER'S Resignation letter exposes now that the ALLEGED documents likely have been changed or wholly manufactured without his knowledge in the Estates and then posited with this Court by TSPA and others, if this Court believes anything TESCHER, SPALLINA and THEODORE say or do at this point after review of the Exhibit 2 - REPORT. With proven ALTERED, FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS made part of the Court record or sent to others by their law firm TSPA already, including a POST MORTEM FRAUDULENT DOCUMENTS, this adds further confirmation to Petitioner's claims that a mass of POST MORTEM fraud was enacted to illegally attempt to change the beneficiaries through a series of Fraudulent documents, all architected and aided and abetted by TESCHER, SPALLINA, TSPA and others. This may be further evidence of POST MORTEM changes or fraudulent changes to the dispositive documents and now in addition to the proven FORGED and FRAUDULENTLY NOTARIZED documents of the now arrested and sentenced for felony acts, a one Kimberly Moran ("MORAN"), TSPA'S Legal Assistant and Notary Public, which forgeries and fraudulently notarized documents were argued before this Court to be a one off affair and this argument now fails, as more and more evidence of fraudulent activities pile up to exhibit a Pattern and Practice of criminal activities.

17. That subject to their reply to the irreconcilable difference questions it is clear that TESCHER and SPALLINA'S position is that THEODORE and PAMELA and their lineal descendants

are still excluded from the Estates and Trusts according to TESCHER'S Resignation letter. To support this,

i. That as evidenced in Exhibit 3 - PAMELA NOTE & ATTORNEY LETTER TO SIMON, is a hand-written note from PAMELA to SIMON dated January 2012, which she attached to a Letter written by her attorney GENIN dated November 28, 2011. PAMELA sent the note and letter to SIMON, which was over four years AFTER the purported alleged SECOND FIRST AMENDMENT was executed on November 18, 2008 that allegedly added back into the Estate plan PAMELA'S children. However, in direct contradiction to this, SPALLINA clearly opined in the conversations with PAMELA'S attorney GENIN held in November 2011 that THEODORE and PAMELA and their lineal descendants were wholly excluded from the Estates and Trusts of both SIMON and SHIRLEY, no mention at that time of an alleged SECOND FIRST AMENDMENT reinstating them. Why would SPALLINA state these alleged misstatements to PAMELA'S attorney, inciting PAMELA'S ire, knowing according to TESCHER and SPALLINA'S ever changing story that SHIRLEY had changed her language to include her grandchildren in the alleged SECOND FIRST AMENDMENT that SPALLINA and TESCHER allegedly prepared along with the 2008 estate plans? Another question becomes if SIMON knew that SPALLINA had leaked this information to his children without his knowledge prior to his death and caused major problems with THEODORE and PAMELA perhaps putting SIMON'S life in danger, with major pressures put on him after learning of their disinheritance that lasted all the

way to his death, as defined in Petitioner's prior Motion filed in May 2013, which provides explanation for why SIMON was being mentally tortured by THEODORE and PAMELA to make changes to his estate plans on or around this time.

ii. TESCHER'S Resignation letter on January 14, 2014 states he only became aware of the purported alleged SECOND FIRST AMENDMENT in January 2013 when it was sent to PETITIONER'S children's counsel YATES and therefore why did TESCHER and SPALLINA wait until now, over a year after manufacturing this document to tell this Court and PETITIONER this remarkable information he allegedly discovered and instead has continued to suppress and deny the document while he had this evidence in hand and continue to practice a FRAUD ON THIS COURT AND THE TRUE AND PROPER BENEFICIARIES. In his letter TESCHER was allegedly aware of the alleged FIRST FIRST AMENDMENT excluding THEODORE'S stepson Matthew Logan allegedly executed in 2008, if one believes anything they claim or any document they have tendered any longer. That this further supports the need for forensic analysis of ALL documents that are posited in the Court's record for evidence of further fraud, fraud in and upon on the Court by OFFICERS OF THIS COURT and fraud on the Beneficiaries.

18. That one thing is clear from PAMELA'S note and her lawyer's letter is that SIMON wanted first and foremost to take care of PETITIONER and provide his family and children due to Petitioner's extraneous circumstances, including the Attempted Murder of his family and

other death threats against his family, in his pursuit of the alleged perpetrators involved in theft of his and SIMON'S Intellectual Properties. The estate plans that SPALLINA and TESCHER were contracted by SIMON and SHIRLEY to do to protect Petitioner and his family are the one thing that TESCHER and SPALLINA have instead attempted with THEODORE and PAMELA to thwart since their passing, now trying to unwind these plans and abscond with assets through a series of fraudulent actions as pled in the multiple prior UNHEARD Petitions and Motions with this Court.

19. That Petitioner instead has been in HELL since the death of his father. Tortured by not only his father and mother's loss in a short period of time but also from the absolute bad faith acts of their trusted Estate planners, who despite their claims that they have been doing these crimes to enact the wishes of SIMON prior to his death and make POST MORTEM changes at their discretion in their best interests through forgery and fraud, these are not the real motives of their actions. Their intent since day one has been to harm Petitioner, shutting him out entirely of information regarding his parents estates, forcing him to retain counsel and rack up huge legal bills and wasting precious time from protecting his family by doing his normal work, which takes up to twenty hours a day for over a decade and is necessary to reclaim his and SIMON'S Intellectual Properties and prevent another car bombing, all discussed largely in the May 06, 2013 pleading to this Court to FREEZE THE ESTATES, etc. They have made every step of the way since SIMON'S death for Petitioner and his family HELL, starving them and denying them not only of information regarding their beneficial interests but starving them of food, costs of living expenses, school funds, utility funds and attempting to steal off with assets left to protect them, including three minor children, which both SIMON and SHIRLEY had taken elaborate and extensive estate

planning steps to ensure continuation of funds and resources left to cover these expenses for Petitioner and his family for many years to come.

20. That because THEODORE acting as Personal Representative in SHIRLEY'S Estate would take the position that his children should be included in the Estates now, this creates inherent and absolute conflict because now he cannot act to all beneficiaries impartially while competing for benefits for his children at expense of other grandchildren or children of SIMON and SHIRLEY. There are many other reasons THEODORE should not be in any fiduciary capacity in the Estates, which again have been filed repeatedly with this Court but remain unheard, including damning information in the exhibited REPORT herein.

21. That according to recent information, THEODORE was advised by counsel to make no distributions of assets of the Trusts of SHIRLEY in his ALLEGED role as Successor Trustee and Personal Representative but despite knowing the beneficiaries of the distributions were improper, including to his three children, he ignored the advice of counsel and made distributions knowing they were improper, another reason that THEODORE should be removed from ALL fiduciary capacities he may have in either Estate.

22. That these recent events with the Resignation of counsel and withdrawal of Personal Representatives make it an ideal time for the Court to now determine who the proper beneficiaries are and seize and impound all records and documents and share them with the beneficiaries at long last, as they have been denied and suppressed in violation of Probate Rules and Statutes and make a determination based upon all the facts. Impound all assets. Documents should include all ORIGINAL ESTATE DOCUMENTS and all ORIGINAL Court records both in the docket and in any other log or records, as it appears that tampering

with Court files may also have occurred in the positing of certain documents in the Court record.

23. That further, the Court **may find** that the 2008 Estate documents are the last validly executed documents of SIMON and SHIRLEY, at this point Petitioner still does not have copies of certain of these documents, including the 2008 Will of SIMON and the 2008 Trust of SIMON, as they have been denied and suppressed to this point in violation of Probate Rules and Statutes. Therefore, the beneficiaries may also end up being only Petitioner and his two sisters Jill Iantoni ("IANTONI") and Lisa Friedstein ("FRIEDSTEIN") and their six lineal descendants as was allegedly stated in the 2008 documents. In this case, all the alleged changes in the alleged 2012 documents, which have all been challenged in Petitioner's prior unheard Petitions and Motions regarding the grandchildren's replacement of the three children of SIMON may be nullified entirely, along with all the 2012 documents. However, due to TESCHER'S Resignation letter and information in the REPORT exhibited herein, exposing that document fraud may have occurred in the 2008 documents they must now be questioned for further evidence of fraud.

24. That in regard to TESCHER and SPALLINA resigning and withdrawing and being discharged as Co-Personal Representatives in SIMON'S estate due to sudden "irreconcilable differences" with the children and grandchildren, their desire to withdraw, resign and be discharged, while consistent with Petitioners motions to Remove the Personal Representatives, is not for the same reasons and must be done to minimize any further risks of injury to the already damaged parties admitted to by TESCHER, through the alternative of REMOVAL with CAUSE and PREJUDICE.

25. That the beneficiaries have already been damaged from;

i. the FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS submitted by TSPA in these proceedings,

ii. the crimes committed and admitted to by SPALLINA in the September 13, 2013 Hearing before this Court,

iii. SPALLINA'S admitted closing the Estate of SHIRLEY with a DECEASED SIMON acting as a living Personal Representative / Executor while dead,

iv. failing to notify the Court of his death in opposite of Probate Rules and Regulations with intent,

v. failure to elect proper successors with intent,

vi. SPALLINA'S admitted involvement with the MORAN FORGERIES and FRAUDULENT NOTARIZATIONS of six people, including a POST MORTEM FORGERY OF SIMON'S SIGNATURE, on six separate documents

vii. the information in the exhibited herein REPORT, which indicates further willful, wanton, reckless and grossly negligent behavior that took place to commit fraud on certain beneficiaries and in utter disregard to Law with intent to cause harm to beneficiaries, and,

viii. the looting of the Gross Estates of SIMON and SHIRLEY through a series of alleged criminal acts defined herein and in all prior unheard pleadings of Petitioner's since May 2013.

26. That due to the criminal acts and civil torts that TSPA, TESCHER and SPALLINA are involved in already and the damages they have caused thus far, Petitioner requests the Court to REMOVE them with CAUSE and PREJUDICE and not rule on their motions to discharge

them or allow them to withdraw based on their baseless pleadings, instead favoring Petitioner's reasons to REMOVE them with CAUSE and PREJUDICE and force reliefs sought by Petitioner in his prior Motions to Remove the Personal Representatives from damages inflicted and admitted to already. In fact, due to these crimes, nothing they say to the Court in pleadings should be allowed or ruled on and all prior pleadings motions, etc. be DISQUALIFIED from the proceedings and removed.

27. That if their response to the "irreconcilable differences" they cite is that they want to withdraw and their resignations are based on the two differing alleged "first amendments" causing a dispute of who the beneficiaries are and not all the alleged and proven criminal reasons and alleged civil torts Petitioner has demanded their REMOVAL with CAUSE for in his prior UNHEARD Motions and Petitions since May 2013, including but far from limited to, the forged and fraudulently notarized docs, the failures to follow Probate Rules and Statutes in toto, the identity theft of SIMON to close SHIRLEY'S estate, the attempt to change the beneficiaries of the Estates of both SIMON and SHIRLEY POST MORTEM, the allegations of a mass of felony crimes to loot the estate through a variety of fraudulent activities, theft of assets, etc., then their motion for discharge should be denied at this time, as the determination that the beneficiaries needs to be fixed due to problems wholly created by their errors and alleged and proven criminal acts is not cause to be removed when it is the job of the Personal Representatives to fix the problem of beneficiaries, especially where they created them and are Attorneys at Law.

28. That how can Attorneys at Law, acting as Personal Representatives have "irreconcilable differences" with beneficiaries? It is the job of the Personal Representatives to determine

who the proper beneficiaries are in an Estate and to ensure all Estate assets are protected, marshaled and distributed properly to the true and proper beneficiaries. Because they now seek to resign and withdraw, which appears consistent with Petitioner's position since the probate proceedings began that they must be dismissed for a host of more serious and disturbing problems.

29. That it is now the proper time for this Court to entertain proceedings to determine first the true net worth of the decedents SIMON and SHIRLEY. That this accounting must be accomplished first while SPALLINA and TESCHER are still in this Court's jurisdiction and certainly before any contemplated discharge. Petitioner previously stated the multiple roles these lawyers played in controlling virtually every aspect of the Estates precluding any accountability after illegally seizing Dominion and Control of the Estates through fraudulent documents and where they further denied and suppressed documents from the beneficiaries in efforts to convert assets from the true and proper beneficiaries and also steal assets outright excluding them from the Estates, as evidenced to this Court in prior pleadings.

30. That evidence already presented to this Court demonstrates that the decedents were worth many times the alleged total combined net worth of the estates and trusts of $4,000,000.00 that SPALLINA and THEODORE have told this Court under oath and in the hearings before the Court. as an estimate. As the Estate of SHIRLEY was not represented by any party at any of the past four hearings held due to SIMON being used illegally to close the Estate of SHIRLEY, there was no Personal Representative to make claims in opposition to these claims or cross examine SPALLINA and THEODORE but enough evidence is already in the record to show this amount far below the known amount of assets.

31. That Petitioner seeks an Evidentiary Hearing while SPALLINA and TESCHER are still not discharged and are still in a fiduciary position as to the beneficiaries to question them under oath after the Court has forced the release of all documents owed to beneficiaries that remain denied in violation of Probate Rules and Statutes.

32. That an example through evidence already in this Court that financial skullduggery is occurring, is that the inventory prepared by TESCHER and SPALLINA in SHIRLEY'S Estate indicated she had only $25,000 of personal property when she died and was so stated under oath by THEODORE and SPALLINA in the October 28, 2013 Evidentiary Hearing. However, immediately after learning in the Evidentiary Hearing of October 28, 2013 of this claim, Petitioner submitted insurance documents showing SHIRLEY had in jewelry alone a much greater personal property value, evidencing nearly $700,000 of jewels that have disappeared from the Estates that were appraised shortly before her death as her Personal Property. Petitioner has other evidence to bring to this Court that will show SIMON and SHIRLEY'S true net worth to be much higher.

33. That another example of this Skullduggery was exposed by Your Honor's release of SIMON'S sealed Inventory to Petitioner that was never published to the Beneficiaries according to Probate Rules and Statutes, which revealed an inventory missing many Personal Property assets of SIMON. Then weeks later, almost a year and half after SIMON passed in efforts to amend the Inventory once this Court released the suppressed and denied sealed original inventory that had not been "published" to the beneficiaries according to Probate Rules and Statutes. Just as evidence was pouring in to this Court and authorities of assets missing off the Inventory, TESCHER and SPALLINA suddenly submitted an AMENDED INVENTORY, which PETITIONER challenges and rejects herein, which are suddenly

adjusted to include assets TESCHER and SPALLINA knew about since SIMON'S death and in fact they were instrumental in preparing the alleged legal work regarding those newly claimed assets so they cannot claim they did not know about them when filing the original inventory.

34. That approximately ONE MILLION DOLLARS of assets were added to the original inventory, in an Estate they claim is only worth Four Million and where the original inventory claimed SIMON only had Personal Property of approximately ONE HUNDRED THOUSAND dollars. That one of the alleged assets added was a Mortgage to SIMON on the home purchased by PETITIONER'S children and this has been explained to the Court already to be in efforts to force a foreclosure and seize the home as part of an ongoing alleged EXTORTION of Petitioner.

35. That another recently discovered fact also evidences that the estimated worth of four million dollars appears deficient, is in the amount of money SIMON took in income in the years leading up to his death.

    i. That in year 2007 S. BERNSTEIN took in addition to a 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. Not bad for a bum who P. SIMON'S attorney GENIN accuses of stealing P. SIMON'S antique furniture and being too ill to work.

    ii. That in year 2008 S. BERNSTEIN took a salary of $3,756,298.00.

    iii. That in 2007-2008 S. BERNSTEIN took home a total $7,875,933.33. Yet, according to THEODORE and SPALLINA in hearings before Hon. Judge Colin, only a few years later the entire net worth of the Estates and Trusts was only

ESTIMATED at four million dollars, again, estimated because no accountings of the Estate and Trust values have been provided to the beneficiaries, in violation of Probate Rules and Statutes.

36. That the estimated net worth of the Estates and Trusts is only an estimate as no financials have been tendered to the Beneficiaries in violation of Probate Rules and Statutes and the four million dollar estimate appears far short of known assets, including but not limited to,

i. a fully paid for Condominium that S. BERNSTEIN had listed at $2,195,000.00 when he died,

ii. a fully paid for home residence, which had an alleged minimal line of credit and was listed at $3,200,000.00 by S. BERNSTEIN shortly before he died in 2012,

iii. life insurance on the life of SIMON worth at minimum $1,700,000.00 that is currently involved in a Federal Court Case IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS, Case No. 13-cv-03643 and where evidence has been submitted that both SPALLINA, THEODORE and MORAN are again involved in illegal acts including INSURANCE FRAUD, IMPERSONATING AN INSTITUTIONAL TRUST COMPANY, FRAUD ON A FEDERAL US DISTRICT COURT and FRAUD ON THE ESTATE BENEFICIARIES OF SIMON. For information regarding these alleged criminal acts to convert an asset of SIMON'S Estate from the true and proper beneficiaries, please see the URL @ www.iviewit.tv/20140123ANSWERTOAMENDEDCOMPLAINT.pdf , fully incorporated by reference herein.

iv. Newly claimed Personal Property Assets of SIMON of $1,000,000.00 recently added to an Amended Inventory of SIMON.

v. Missing Jewelry of SHIRLEY, appraised at $700,000.00 shortly before her death.

vi. Missing fully paid Bentley Automobile of SHIRLEY estimated at $350,000.00.

vii. IRA's of another approximate $2,000,000.00 that were stated to be there initially and now are claimed gone, and,

viii. JP Morgan accounts with another minimum amount of $2,500,000.00 in just one account as stated in the September 13, 2013 hearing before this Court as reserve for a creditor claim of that amount and where other accounts are alleged missing.

ix. Oppenheimer Accounts that appear missing entirely.

x. Stanford Bank Lawsuits for CD'S lost that were part of the Sir Robert Allen Stanford Ponzi fraud for approximately $2,000,000.00.

WHEREFORE, Petitioner prays for all of the following relief,

That based on information in SEALED DOCUMENT, this Court would be well respected to consider all of the following reliefs,

i. Order IMMEDIATE FINANCIAL RELIEF, like today, be granted to Petitioner and his family who have been tortured by these crimes mentally and financially for over a year and half and since his children and wife have basically been starved out, stressed out and damaged beyond human belief with intent from the crimes of these "trusted" advisors and Attorneys at Law, this relief is life sustaining at this point.

ii. Order all expenses and legal expenses extended by Petitioner, including monies that were misused by SPALLINA from his children's educational trust funds to pay legal

and other costs involved in exposing these crimes committed and have depleted these funds with reckless disregard and absolute intent, in efforts to starve out Petitioner and his family to cease their prosecution of them and their crimes. MAKE THEM PAY THIS FROM THEIR BANK ACCOUNTS NOT THE ESTATES. as TESCHER claims he wants to make reparations for just the one bad act he now admits to have happened but ALL of their bad acts combined. These damages include not getting a single thing in over three years since his mother's death and over a year and half since his father's passing and loss of personal items his parents were leaving to him, while all of them knew of these bad acts and looted these most prized possessions from him and his family and their inheritances. That Petitioner as evidenced is the only child that with his wife and children were with SIMON and SHIRLEY from the moment they heard they were sick and could not travel to see them in California until the moment they died, every week on Sunday for brunch and once or twice a week for other engagements. The other children, mainly THEODORE and PAMELA had apparently strained and difficult relations that culminated in bad blood over the last years of their lives that left them isolated from their parents in large part and IANTONI and FRIEDSTEIN were largely inaccessible to them via distance.

iii. ALL Attorneys at Law that have been involved in these matters in any capacities be REMOVED with CAUSE and PREJUDICE and their motions to withdraw denied and instead Petitioner's Motions and Petitions to Remove the Personal Representatives be heard instead.

iv. That ALL Attorneys at Law seeking withdrawal first post requisite BONDS for the damages caused thus far and still being investigated in an amount no less than $40,000,000.00 each.

v. That Mark Manceri who has withdrawn as counsel in his multiplicity of roles in the Estates of SIMON and SHIRLEY and who should have also been REMOVED with CAUSE and PREJUDICE by this Court also be required to post requisite BOND for the damages caused thus far and still being investigated in an amount no less than $40,000,000.00.

vi. That the Personal Representatives of the Estates of SIMON and SHIRLEY, THEODORE, SPALLINA and TESCHER, be required to post requisite BONDS for the damages caused thus far and still being investigated in an amount no less than $40,000,000.00 each.

vii. That there is no discharge at this time only a REMOVAL for CAUSE as counsel and REMOVAL for CAUSE from acting as Personal Representatives.

viii. That this Court and Your Honor post a Public Official Surety Bond, as certain crimes admitted to already and alleged have all occurred in and upon this Court, by Officers of this Court under Your Honor's supervision in an amount no less than $40,000,0000.00, until the matters can be fully investigated and resolved.

ix. That the Court decides the values of the Estates after full and formal forensic accountings and then determines who the proper beneficiaries are before any discharges are granted, due to the admitted exposures and liabilities to beneficiaries and additional liabilities that may result from premature discharge by Your Honor.

x. That Petitioner wants the Attorneys at Law and the Personal Representatives all REMOVED for CAUSE with PREJUDICE and not discharged until all issues of exposure are fully resolved both in civil and criminal matters that remain ongoing and those new ones that will be filed based on the information in the SEALED DOCUMENT.

xi. That Petitioner requests that ALL legal fees billed for SIMON and SHIRLEY estates, creditor lawsuit involvement and other legal or professional fees deducted from the corpus of the estates or trusts by any of the fleeing Attorneys at Law involved be returned in full with interest to the Estates, along with a complete accounting of all billings, work products, etc. as required by law, which have been suppressed and denied entirely in both Estates and Trusts to this point. Based on the information already disclosed in the SEALED DOCUMENT, this now becomes mandatory.

xii. That Petitioner demands this Court follow Judicial Cannons and Law and report all crimes that have been committed in and upon this Court by Officers of this Court to the proper authorities both civilly and CRIMINALLY for full and formal investigation.

xiii. That their Motion to Withdraw and be Discharged not be heard, until hearing ALL of Petitioner's prior motions to this Court to REMOVE counsel and the PR'S with CAUSE and PREJUDICE filed with the Court since May 2013 and unheard.

xiv. That no discharge is issued until all investigations are complete in state and federal actions as their culpability and exposure remains open to further information relating to those other related criminal and civil actions now in progress and those soon to be filed.

xv. That the Court should note that all of these Attorneys that are resigning or withdrawing for their stated reasons should not be moving the Court any longer, including these pleadings and in any hearings, where pleadings should have been filed by non-conflicted counsel, as they have already resigned as counsel to the Bernstein family and estates entirely and thus should be represented by independent none conflicted and not criminally involved counsel forward before the Court.

xvi. That the Court appoint Petitioner as Successor Personal Representative and Trustee over the entire estates, as Petitioner is honest to the core with prized integrity and while not the greatest in financial management, will come prepared with a wonderful cast of characters to aid as Co-Personal Representatives and will retain wonderful counsel for the Estate, who are proven in their respective fields to money managers and lawyers of the highest caliber to assist in all those areas that Petitioner lacks. That Petitioner will do what is fair and right to his parents' wishes and will respect and honor those to the letter, once all the missing assets and properties are 100% recovered and this Court and those appointed and trusted determine the real value of the Estates of SIMON and SHIRLEY. That Petitioner's Co-Representatives would also be known to the Bernstein family members, as they have been all been valuable clients to their businesses for many many years and should be elected without objection to the members of the Bernstein family that have real interests in these matters.

xvii. That the Court must also ask if it too must disqualify itself as Petitioner filed a motion for disqualification of Your Honor but Your Honor ruled it was not "legally sufficient" and while Petitioner is preparing a response and requesting clarification to

disqualify, Petitioner wants this Court here and now to reveal if Your Honor has discovered any reasons such as conflicts or adverse interests for your own disqualification that cannot be parsed by Petitioner and this Court openly and with full disclosure. To ensure due process, Petitioner representing himself Pro Se is entitled to know of any conflicts or adverse interest and has requested since the May 06, 2013 Petition to freeze the Estates that the Court review Petitioner's Conflict of Interest Disclosure attached to that filing as Exhibit 30, pages 400-466, which has a partial list of individuals and corporations that may cause conflict with impartial revue by Your Honor.

xviii. If there are such conflicts or adverse interests that preclude Your Honor further, is it not legally required that Your Honor act on your own motion to disqualify yourself and not wait for Petitioner who is Pro Se to get the disqualification technically right or make it legally sufficient? However, a mere statement that no conflicts or adverse interests now exist in these matters would be sufficient at this time to clarify this matter with Petitioner, as if conflicts or adverse interests exist at this point due to the criminal acts that occurred in and upon this Court, with Your Honor's Court Officers involved and Your Honor directly involved through their actions, now even becoming a material and fact witness to the events that occurred in and upon the Court, than Your Honor is required by Judicial Cannons to disqualify or to at least respond to Petitioner with a statement that insures fair and impartial due process.

xix. That another statement that no conflicts exist with Petitioner or the Iviewit Companies, especially in relation to Judge Jorge Labarga whom Your Honor cites as

your "Mentor" in your Florida Bar Resume[4] would also be appropriate, as Petitioner has alleged that Jorge Labarga is intimately and centrally involved in an ongoing RICO and ANTITRUST Lawsuit and ongoing criminal investigations relating to theft of Petitioner's and SIMON'S Intellectual Properties and in fact, is the central figure in causing all Petitioner's troubles in the Florida Courts since 2004, so as to be Petitioner's nemesis. Please identify at what times Labarga mentored Your Honor and if any conversations with him have been had since these matters began. These matters relating to this possible conflict have been discussed at length recently in the US District Court Northern District of Illinois, see URL @ www.iviewit.tv/20140205RESPONSETOREPLYREMOVEADAMSIMON.pdf , fully incorporated by reference herein. Please keep in mind that in New York, news has been published and already submitted to this Court in the May 06, 2013 Petition to freeze the Estates that in cases related to Iviewit's RICO and Christine C. Anderson's whistleblowing lawsuit that expose court and public office corruptions at the highest levels, that JUDGES were being illegally wiretapped involved in these matters and Plaintiffs like Anderson and Petitioner were being monitored illegally 24-7 for years through MISAPPROPRIATION OF JOINT TERRORISM TASK FUNDS AND RESOURCES, VIOLATIONS OF THEIR PATRIOT ACT RIGHTS, THREATS TO PUBLIC OFFICIALS AND BRIBES TO COVER UP THE CORRUPTION (including Senator John L. Sampson, former New York Senate Judiciary Committee Chairman and head of the New York Democratic party whom Petitioner and Anderson testified before and has admitted now to being threatened

[4] http://www.palmbeachbar.org/judicial-profiles/judge-martin-colin , fully incorporated by reference herein.

and taking bribes to cover up), innocent people being SET UP IN FALSE CRIMINAL ROUNDUPS for crimes and targeted by rogue Attorneys at Law in a number of high ranking public offices for personal vendetta's, including being set up on false TERRORISM charges and more!!! (See Exhibit in May 06, 2013 Petition to this Court, Pages 319-333) So everything is not what it appears to be at times as to why people did what they involved in these matters of Petitioner's inventions and Iviewit, including LABARGA and many others and so Petitioner continues to Judge according to persons actions individually and based on their integrity. Anderson herself testifies in Federal Court how when blowing the Whistle she became targeted and was afraid to leave her Supreme Court of New York Disciplinary Department Offices, not from the people outside but rather from those inside the halls the of Justice who were threatening her for her bold stance in the face of corruption like few other whistleblowers in history.

xx. Order that Petitioner's minor child receive his personal property of his KIA Soul automobile that was a birthday gift to him from his grandfather days before his death and is not an estate asset or personal property as SPALLINA and TESCHER have fraudulently claimed to the Court and that sits idle for over a year in front of Petitioner's home un-drivable and where a motion to Judge French has sat idle in SIMON'S court filings for months.

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

X _____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of Objection to Motions to be Discharged as Counsel... the foregoing Motion to ____ has been furnished by email to all parties on the following Service List, Friday, February 14, 2014.

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

X _____

SERVICE LIST

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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

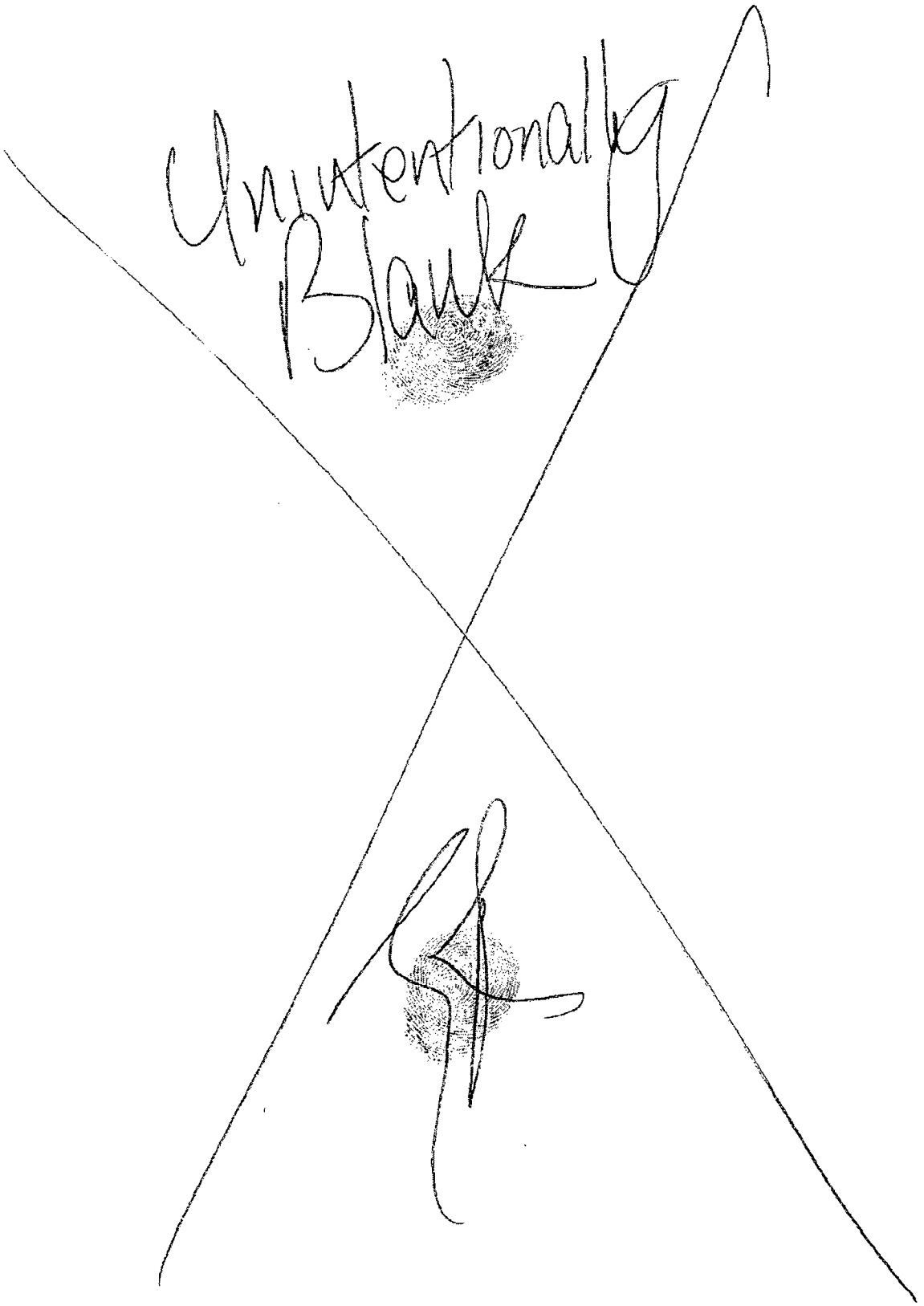
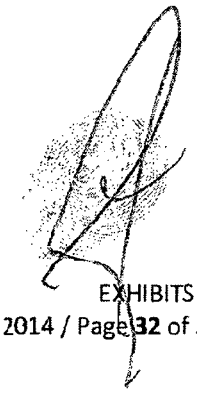

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EXHIBIT 1 - JANUARY 14TH 2014 DONALD TESCHER AND TESCHER & SPALLINA, P.A. RESIGNATION LETTER



TEXT OF PAM'S NOTES 1 & 2
January 2012
Dear Dad,
Please read the attached letter and information. I am hopeful that you truly just don't know how much cutting me, Scoot [David Simon, Esq. proper name], Molly and Ted's family out of your will hurts us. It has nothing to do with money. In fact, I think you need to take care of ELIOT, using a trustee, first and foremost.
The act of disinheriting a child is unheard of and unimaginable. It is outrageous and considered psychologically violent. I am hopeful you are not aware of this and that you will make the changes necessary.
Love Pam

January 2012

Dear Dad,

Please read the attached letter and information. I am hopeful that you truly just don't know how much cutting me, Scott, Molly, and Ted's family out of your will hurts us. It has nothing to do with money. In fact, I think you need

to take care of Eliot, using a teacher, first and foremost.

The act of dismantling a child's unheard of and unimaginable. It is outrageous and considered psychologically violent. I am hopeful you are not aware of this and that you will make the changes necessary.

Love,

Pam

Heriaud & Genin, Ltd.
Attorneys At Law
161 North Clark Street - Suite 3200
Chicago, Illinois 60601
Fax: (312) 616-1808

Simon's hand notes and underlines on the document.

Tamar S.P. Genin
(312) 616-1806
tspg@hgtrustlaw.com

November 28, 2011

Ms. Pamela B. Simon
950 North Michigan Avenue
Apt. 2603
Chicago, Illinois 60611

Dear Pam:

Please accept my apologies for my delay in sending you this letter. I had meant to send it to you soon after we spoke about my discussions with your parents' estate planning attorney, Robert Spallina. I know that it came as a shock when I told you that I was informed by Mr. Spallina that you, Ted and your respective family lines have not been provided for under your parents' estate plan and that your other three siblings have been provided for. Therefore, I thought that this follow-up letter was important.

As you may recall, I wrote to Mr. Spallina to request copies of your mother's Will, Trust and related financial information so that we could factor in a projected value of your remainder interest in your mother's Trust and analyze whether we should make any revisions to your and Scooter's estate plan in light of your mother's passing. We followed up with him after not receiving the requested information. In the end, I received an email from him in which he wrote "Please call me."

During my discussions with Mr. Spallina, he told me that you, Ted and your family lines were treated as "deceased" under your mother's trust because you and Ted were active in the businesses, and that each of you received a business as a gift from your parents. Mr. Spallina went on to say that your parents thought that they had adequately provided for you and Ted as a result of the gift of the business interests and that they wanted to provide for the other three children under their estate plan. I listened to what Mr. Spallina said. However, I knew based on our series of discussions over the years that, in fact, you did not receive any gift of a business interest from your parents.

So 2 to Pam, Ted

Following is my understanding of the circumstances under which you obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), which I understand can be supported by documentation:

- You and Scooter "stepped-in" and took over the running of Si's businesses (including SB Lexington, Cambridge Associates and others) following your father's open heart surgery at Northwestern in February of

1987, where he also contracted Hepatitis C and was told that he could no longer work full time. Following this, Si moved full time to Florida. He traveled to Israel later that year and contracted pneumonia.

- Upon reviewing the books, you and Scooter realized that Si's businesses were failing, an employee was stealing money and Si owed millions of dollars in unpaid bills and unpaid debt. In addition, you were receiving call after call from various banks asking for repayment.

- At that time, the ALPS was in its infancy. The promoter/agency was Cambridge Associates, owned 50% by Dov Kahana and 50% by Si with the positive arbitrage owned 25% by each of Cambridge, KGN, Bruce Nickerson and Scooter.

- In August 1988, Dov was exposed by you, and you and Scooter bought out Dov's 50% share for $3,300/month for 3 years and re-formed STP to own and market the ALPS.

- The first ALPS funding was on October 25, 1988. Even though your father was not involved in the day-to-day operations of STP, and you and Scooter were buying out Dov, your father insisted on owning a 50% share in STP, with each of you and Scooter receiving a 25% share.

- To protect your reputation and save Si from bankruptcy, you and Scooter decided to work 7 days a week and to forgo receiving most of your share of the net income from the business for a number of years to turn Si's situation around. During this time, however, your father continued to receive his 50% share of the net income and had his debt re-financed and re-paid by STP.

- Ultimately you and Scooter were compelled to buy your father out because he was doing business in Florida on behalf of others in a manner that was jeopardizing the relationships that you and Scooter had made through your efforts. You and Scooter paid top dollar ($6.5 million) to buy out your father's interest after the two of you had turned STP into a success. Although neither you nor Scooter thought that such a large sum was reasonable, you felt good knowing that it should take care of him and your mother for life.

- Just months after you purchased your father's interest in STP, you discovered that your father was doing business in direct competition with STP and utilizing STP information on his web page.

In addition, I recall based on our discussions that you and Scooter decided to help your parents by purchasing their Chicago condominium after they decided to move to St. Andrews. I understand that the two of you paid above full price with no

sales commission during a time when units were not selling at all, much less at full price. I also recall that the condo's furnishings were included in the purchase price even though your parents ultimately took an antique bench with them.

I do not see how either of these transactions with your parents could in any way be viewed as gifts that they made to you, and thus, justify their decision to cut you, Molly and future descendants of your family line out of receiving assets under their estate plan. I suggest that you talk this over with your father. Perhaps a review of the facts of the transactions will help his recollection about what actually occurred during the period when he was ill.

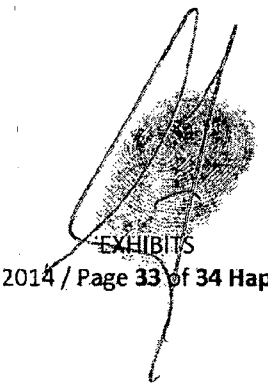
It is not the natural course to cut out certain family lines (Mr. Spallina agreed with me on this), and doing so could result in rifts between family lines for generations to come. I expect that this is not the type of legacy that your father would like to leave behind. In my experience, a child and that child's line are cut out only in extreme circumstances.

It is not too late for your father to change the current course. Since each of you, Ted, Lisa and Jill have your own independent wealth, perhaps at death your father could provide for your brother, Eliot, who is in need of financial assistance, and then divide the remainder of your parents' assets (after any debts, taxes and expenses) between the grandchildren so that each grandchild feels that he or she has been treated the same as his or her cousins. Obviously generation-skipping transfer ("GST") taxes would need to be considered, but under current tax law, potentially up to $10 million could be transferred between your parents to the grandchildren's generation without triggering a GST tax.

Sincerely,

IRS CIRCULAR 230 NOTICE: To comply with requirements imposed by the IRS, we inform you that any federal tax advice contained in this letter (including any enclosures) is not intended or written to be used, and cannot be used, for the purposes of avoiding penalties under the Internal Revenue Code. If this letter contains federal tax advice and is distributed to a person other than the addressee, each subsequent reader is notified that such advice is being delivered to support the promotion or marketing by a person other than Heriaud & Genin, Ltd. Each such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent adviser.

EXHIBIT 2 - REPORT



PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/23/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER RYAN ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 6855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..
NAME LIST:
ROLE:
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER SHIRLEY BERNSTEIN DOB: 06/29/1939
SEX: F RACE: W HT: 502 WT: 102 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 7020 LIONSHEAD RD BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
COMPLAINANT ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 511 WT: 175 HR: BLACK EYE: BROWN
RESIDENTIAL ADDRESS: 7387 WISTERIA AV PARKLAND FL 33076 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER ALAN B ROSE DOB: 10/23/1965
SEX: M RACE: W HT: 509 WT: 170 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 21145 ORMOND CT BOCA RATON FL 33433 HOME PHONE:561 000-0000
BUSINESS ADDRESS: 505 S. FLAGLER DR., STE. 600, WPB, FL 33401 BUSINESS PHONE:561 355-6991
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33486 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 988-8984
..

ON 01/21/13 AT 1:45 PM I MET WITH ROBERT SPALLINA AND HIS ATTORNEY DAVID ROTH. SGT. DAVID GROOVER WAS ALSO PRESENT DURING THE INTERVIEW. WE MET AT

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THE PALM BEACH COUNTY SHERIFF'S OFFICE, DISTRICT 1 CONFERENCE ROOM, WHICH IS LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FL. ROBERT SPALLINA STATED THAT HE AND HIS PARTNER, DONALD TESCHNER, MET SIMON AND SHIRLEY BERNSTEIN IN 2007. HE SAID THAT IN 2008 THE BERNSTEIN'S CAME TO THE TESCHNER AND SPALLINA FIRM. HE SAID THAT THEY (THE ATTORNEY'S OFFICE) CREATED WILLS AND TRUSTS FOR BOTH SIMON AND SHIRLEY IN 2008, AMONG OTHER PLANNING. SPALLINA TOLD US THAT SIMON HAD BEEN IN THE INSURANCE BUSINESS FOR 40 YEARS.

HE SAID THAT THE SUBJECT OF THE FIRST MEETINGS WAS THE SALE OF THE INSURANCE BUSINESS DOWN THE ROAD, AS WELL AS MOVING AROUND SOME STOCKS. SPALLINA STATED THE CONVERSATIONS WITH SIMON AND THE THOUGHT PROCESS WAS THAT ONCE SIMON SOLD THE INSURANCE BUSINESS HE OWNED, ALL THE FAMILY WOULD BENEFIT FROM IT (FINANCIALLY). HE SAID THE BUSINESS WAS NEVER SOLD, BUT A LOT OF PLANNING AND PREPARATION WAS DONE FOR IT, TO INCLUDE SETTING UP A FLORIDA LIMITED PARTNERSHIP AND A DELAWARE ASSET PROTECTION TRUST. SPALLINA STATED THAT SIMON WAS ALWAYS CONCERNED WITH CREDITOR PROTECTION. HE SAID THAT IS QUITE COMMON IN THE INSURANCE BUSINESS WORLD.

SPALLINA REITERATED THAT IN 2008, THE LAW FIRM DID THE DOCUMENTS FOR THE WILLS AND TRUSTS. HE STATED THEY (SIMON & SHIRLEY) HAVE FIVE CHILDREN AND 10 GRANDCHILDREN, AS WELL AS A STEP-GRANDCHILD.

SPALLINA SAID THAT THE ESTATE PLAN WAS SIMILAR TO MOST OTHERS, IT SAID SHOULD ONE SPOUSE DIE FIRST, THE OTHER WILL RECEIVE EVERYTHING (ALL ASSETS). HE SAID THAT UNDER BOTH TRUSTS, THE INITIAL DOCUMENTS READ THAT UPON THE SECOND DEATH, TWO CHILDREN (TED AND PAM) WHERE EXCLUDED. HE TOLD US THIS TOOK PLACE SINCE BOTH TED AND PAM WERE SET UP WITH LIFE INSURANCE BUSINESSES AND THEY WANTED TO MAKE THE REMAINING CHILDREN (ELIOT, LISA, AND JILL) AS WHOLE AS THEY COULD. NOTE: TED WAS WORKING WITH SIMON IN THE INSURANCE BUSINESS DOWN HERE IN FLORIDA AND PAM RECEIVED A COMPANY IN ILLINOIS.

SPALLINA REITERATED THAT UPON THE DEATH OF THE SECOND SURVIVOR, EVERYTHING FROM BOTH TRUSTS GOES TO JILL, LISA, AND ELIOT ADDING THAT SHIRLEY HAD ONE OTHER STIPULATION IN HER TRUST, WHICH STATED THAT TED'S STEPSON, (MATTHEW LOGAN) RECEIVED $200,000. HE TOLD ME THAT SHIRLEY HAD A LIKING TO MATTHEW SO SHE ADDED THAT TO HER TRUST, BUT THAT SIMON DID NOT BELIEVE IN THAT. THAT HE FELT EVERYTHING SHOULD GO TO BLOOD (A BIOLOGICAL CHILD). SPALLINA SAID THAT LATER ON IN 2008, SHIRLEY STATED SHE WANTED TO CHANGE HER TRUST DOCUMENTS IN REFERENCE TO THE MONEY LEFT TO MATTHEW LOGAN. HE STATED THAT AN AMENDMENT WAS CREATED, WHICH WAS SIGNED BY SHIRLEY ON NOV. 18, 2008 TAKING LOGAN OUT OF THE TRUST.

SPALLINA STATED THAT HE FELT THAT SIMON'S WISHES OVERRODE SHIRLEY'S IN THIS SITUATION. SPALLINA SAID THAT HE AND KIMBERLY MORAN (HIS EMPLOYEE & A NOTARY) WENT TO SHIRLEY'S HOME FOR THE DOCUMENT TO BE SIGNED. HE SAID THAT RACHEL WALKER, SHIRLEY'S ASSISTANT, WAS PRESENT WHEN THE DOCUMENT WAS SIGNED.

SHE AND SPALLINA ARE ON THE DOCUMENT AS WITNESSES, MORAN IS THE NOTARY FOR SHIRLEY'S SIGNATURE. HE TOLD ME THAT WAS THE LAST CHANGE SHIRLEY EVER MADE TO HER DOCUMENTS AND THAT SHE PASSED ON DECEMBER 2010. SIMON WAS STILL ALIVE AND THE TRUST READ THAT EVERYTHING WENT TO HIS BENEFIT. SPALLINA REITERATED THAT HER DOCUMENTS READ THAT UPON SIMON'S DEATH, EVERYTHING (HER ASSETS) WENT TO JILL, LISA, AND ELIOT.

SPALLINA STATED THAT IN 2012, SIMON CONTACTED HIM STATING THAT HE WAS HAVING CONCERNS ABOUT HOW HE HAD ELIMINATED TED AND PAM FROM HIS TRUST. HE STATED THAT IT IS POSSIBLE THAT THESE THOUGHTS CAME ON BECAUSE PAM STARTED SENDING HIM LETTERS. HE SAID THAT SHE (PAM) HAD A LAWYER CONTACT HIS OFFICE AND ASK FOR COPIES OF SHIRLEY'S TRUST DOCUMENTS. SPALLINA SAID THAT HE MET WITH SIMON, WHO SAID THAT HE WAS CONSIDERING CHANGING HIS DOCUMENTS. HE SAID THAT ONE OF THE CHANGES DISCUSSED WAS HOW TO INCLUDE TED AND PAM'S CHILDREN.

SPALLINA STATED THAT SIMON HAD A LIFE INSURANCE POLICY WITH THE BENEFIT OF $1,600,000. HE SAID THAT THE POLICY READ THAT IF SIMON PASSED BEFORE SHIRLEY SHE RECEIVED THE BENEFIT, BUT IF SHIRLEY PASSED BEFORE HIM, THE FIVE CHILDREN RECEIVED THE BENEFITS ONCE HE PASSED. THIS POLICY ORIGINATED OUT OF ILLINOIS. SPALLINA ADDED THAT THIS POLICY AND ITS DISTRIBUTION OF FUNDS ARE CURRENTLY IN A FEDERAL COURT BATTLE.

SPALLINA STATED THAT A DISCUSSION TOOK PLACE WITH HIM AND SIMON IN 2012; REFERENCE THE FACT THAT SIMON HAD ISSUES ON HOW AND WITH WHOM FUNDS WERE GOING TO BE DISTRIBUTED TO UPON HIS DEATH. HE TOLD ME SIMON WAS HAVING RESERVATIONS ABOUT TED AND PAM NOT BEING IN HIS TRUST, AS WELL AS THAT FACT THAT HE THEN HAD A GIRLFRIEND BY THE NAME OF MARITZ PUCCIO THAT HE WANTED TO PROVIDE FOR. HE ADDED THAT NO ONE IN THE FAMILY WAS HAPPY THAT PUCCIO WAS IN SIMON'S LIFE. HE ALSO TOLD ME THAT SIMON WANTED HIS GRANDCHILDREN TO RECEIVE BENEFITS FROM THE TRUST.

SPALLINA SAID THAT SIMON FIRST SUGGESTED MAKING BENEFICIARY CHANGES ON THE AFOREMENTIONED LIFE INSURANCE POLICY. SPALLINA SAID THAT HE TOLD SIMON THAT WAS A VERY BAD IDEA. HE TOLD ME THAT THERE WAS SOMETHING CALLED AN EXERCISE OF POWER OF APPOINTMENT, PUT IN BOTH SIMON AND SHIRLEY'S TRUST DOCUMENTS. HE SAID THIS GAVE THE LIVING SPOUSE THE ABILITY TO MAKE CHANGES ON THE DECEASED SPOUSE'S DOCUMENTS. HE SAID THAT HE TOLD SIMON, THAT MAYBE THEY SHOULD EXPLORE OPTIONS WITH THAT. HE SAID SIMON TOLD HIM THAT HE WANTED TO MAKE THE NECESSARY CHANGES TO HAVE BOTH TRUSTS READ THAT THE 10 GRANDCHILDREN WERE THE BENEFICIARIES. HE TOLD ME THAT HE TOLD SIMON (SI AS HE CALLS HIM) THAT HE COULD NOT MAKE THOSE CHANGES TO SHIRLEY'S TRUST BECAUSE SHE HAD WROTE TED AND PAM AND THEIR CHILDREN AS PREDECEASED IN HER TRUST.

SPALLINA REITERATED THAT SIMON CAN DO WHATEVER HE WANTS WITH HIS ESTATE, BUT ALL HE CAN DO WITH SHIRLEY'S TRUST IS GIVE IT TO LISA, JILL, AND ELIOT'S CHILDREN. HE SAID THAT SIMON WAS NOT HAPPY ABOUT THIS. HE SAID THAT SIMON

WAS VERY ADAMANT ABOUT LEAVING EVERYTHING IN THE ESTATES TO THE GRANDCHILDREN. HE ALSO SAID THAT HE ADVISED SIMON TO NOT MAKE CHANGES TO THE LIFE INSURANCE POLICY OR THE ESTATES, MAKING PUCCIO A BENEFICIARY. HE STATED THAT THIS WILL ONLY CAUSE PROBLEMS AND CREATE LITIGATION. SPALLINA SAID THE AFOREMENTIONED DISCUSSION AND MEETING TOOK PLACE IN FEBRUARY 2012. HE SAID THE MEETING CONCLUDED WITH SIMON SAYING HE NEEDED TO THINK ABOUT THINGS.

HE TOLD ME THAT THREE MONTHS LATER, SIMON CONTACTED HIM STATING HE KNEW WHAT HE WANTED TO DO. HE SAID THAT SIMON TOLD HIM HE WANTED TO LEAVE HIS INSURANCE POLICY ALONE, BUT THAT HE WANTS BOTH TRUSTS TO GO TO HIS 10 GRANDCHILDREN. SPALLINA SAID THAT HE EXPLAINED TO HIM AGAIN, THAT ONLY HIS TRUST, NOT SHIRLEY'S CAN GO TO BOTH GRANDCHILDREN, UNLESS HE TAKES ALL OF THE ASSETS OUT OF THE SHIRLEY TRUST AND PUTS THEM INTO HIS NAME. HE SAID THE COST OF TAKING THE ASSETS OUT OF SHIRLEY'S TRUST WOULD HAVE BEEN SIGNIFICANT, BECAUSE SHIRLEY'S DEATH OCCURRED BEFORE FEDERAL ESTATE TAX CHANGES TOOK PLACE, SO AS LONG AS IT STAYED IN HER ESTATE IT WOULD BE FREE OF TAX, BUT SHOULD IT GO TO SIMON'S TRUST IT WILL BE TAXED.

THERE WAS ALSO AN ISSUE OF SUBJECTING THE ASSETS FROM SHIRLEY'S ESTATE TO CREDITORS IF IT WENT TO SIMON'S ESTATE. SPALLINA TOLD ME THAT AT THIS TIME, SIMON SAID "GET MY CHILDREN ON THE PHONE". HE SAID THAT SIMON TOLD HIM THAT HE WANTED HIS CHILDREN TO AGREE THAT ALL ASSETS FROM BOTH TRUSTS GO TO THE 10 GRANDCHILDREN. HE SAID THAT SIMON TOLD HIM HE (SIMON) COULD GET THEM TO AGREE. SPALLINA CONFIRMED THAT THIS CONVERSATION OCCURRED ON THE SAME DATE, DURING THE SAME PHONE CALL (CONFERENCE CALL), REGARDING THE WAIVER OF ACCOUNTING FORM FOR SHIRLEY'S ESTATE IN PBSO CASE #13-097087.

FROM A PREVIOUS INVESTIGATION DONE BY ME, I FOUND THAT SIMON SIGNED THE WAIVER OF ACCOUNTING ON 04/09/12, SO IT IS POSSIBLE THAT THE PHONE CALL OCCURRED ON THAT DATE. I HAD ALSO NOTED IN MY REPORT THAT THERE WAS SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT. SPALLINA SAID THAT DURING THE PHONE CALL, ALL FIVE KIDS AGREED THAT CHANGING THE INHERITANCE OF BOTH ESTATES TO THE GRANDCHILDREN WAS A GREAT IDEA. HE SAID THAT ELIOT SPOKE THE MOST, STATING THINGS SUCH AS, GREAT IDEA DAD, WHATEVER YOU WANT TO DO, WHATEVER MAKES YOU FEEL BEST, WHATEVER IS BEST FOR YOUR HEALTH DAD.

SO, AFTER THE AFOREMENTIONED PHONE CALL, NEW DOCUMENTS WERE DRAWN UP FOR SIMON'S ESTATE. THESE NEW DOCUMENTS GAVE EVERYTHING TO ALL 10 GRANDKIDS. HE ALSO EXERCISED HIS POWER OF SHIRLEY'S ESTATE, LEAVING EVERYTHING TO ALL 10 GRANDKIDS, EVEN THOUGH LEGALLY HE COULD NOT INCLUDE TED AND PAM'S KIDS BECAUSE OF THE PREDECEASED LIMITATION. HE SAID THESE DOCUMENTS WERE EXECUTED AT THE END OF JULY 2012. HE SAID SEVEN WEEKS LATER SIMON DIES, UNEXPECTEDLY. I FOUND THAT SIMON PASSED ON SEPTEMBER 13, 2012 OF A HEART ATTACK.

SPALLINA SAID APPROXIMATELY TWO MONTHS AFTER THAT, HIS OFFICE RECEIVED A REQUEST FROM ELIOT'S ATTORNEY, CHRISTINE YATES, FOR ALL DOCUMENTS RELATING TO

SIMON AND SHIRLEY BERNSTEIN, TO INCLUDE DOCUMENTS RELATING TO BERNSTEIN FAMILY REALITY, WHICH OWNS A HOME THAT ELIOT AND HIS FAMILY LIVE IN. HE SAID THAT HIS HOME IS ACTUALLY OWNED AND IS FUNDED BY THREE TRUSTS THAT SIMON CREATED. THE THREE TRUSTS ARE IN THE NAME OF ELIOT'S THREE CHILDREN, (JACK, JAKE, AND DAN).

SPALLINA TOLD ME THAT HE AND HIS PARTNER HAD DISCUSSIONS REFERENCE TO FULFILLING SIMON'S WISHES OF ALL 10 GRANDCHILDREN RECEIVING THE BENEFITS FROM BOTH SIMON AND SHIRLEY'S TRUSTS. HE SAID THAT HE AND HIS PARTNER, DONALD TESCHNER, DISCUSSED DOING A SCRIVENER'S AFFIDAVIT REFERENCE REINSTATING TED AND PAM'S CHILDREN INTO SHIRLEY'S TRUST, SINCE THEIR NOTES WERE UNCLEAR TO AS IF THE GRANDCHILDREN WERE OR WERE NOT DEEMED PREDECEASED, AS TED AND PAM WERE. HE TOLD ME THAT THE DECISION WAS MADE TO NOT DO THE SCRIVENER'S AFFIDAVIT, DUE TO THE CHANCE THAT IT MAY NOT WORK. HE SAID THOUGH, THAT AGAINST HIS BETTER JUDGMENT HE ALTERED THE FIRST PAGE OF THE FIRST AMENDMENT TO THE SHIRLEY BERNSTEIN TRUST AGREEMENT, BEFORE HE TURNED IT OVER TO YATES. THE ORIGINAL WAS MENTIONED EARLIER ON IN THIS REPORT AND STATES THAT SHIRLEY SIGNED IT ON NOVEMBER 18, 2008. IT TOOK MATTHEW LOGAN OUT OF THE TRUST.

SPALLINA SAID THAT THEY NOTICED THAT THE FIRST PAGE OF THE DOCUMENT SKIPPED FROM ONE TO THREE, SO HE TOOK IT UPON HIMSELF TO ADD IN NUMBER TWO, BEFORE SENDING IT TO YATES. THE CHANGE THAT NUMBER TWO MADE TO THE TRUST, AMENDED PARAGRAPH E OF ARTICLE III, MAKING IT READ THAT ONLY TED AND PAM WERE CONSIDERED PREDECEASED, NOT THEIR CHILDREN. HE SAID THE ORIGINAL TRUST STATES THAT TED, PAM, AND THEIR CHILDREN ARE DEEMED PREDECEASED. SPALLINA SAID HE DID THIS AT THIS OFFICE IN BOCA RATON, FLORIDA. HE SAID THAT NO ONE ELSE TOOK PART IN ALTERING THE DOCUMENT. HE SAID THAT HE DID IT TO MAKE SIMON'S WISHES AND THE VERBAL AGREEMENT FROM THE APRIL 2012 PHONE CONVERSATION COME TRUE. SPALLINA STATED THAT ALTHOUGH HE CREATED THE ALTERED FORM AND ATTACHED IT TO THE ORIGINALLY SIGNED/NOTARIZED FORM, HE RECEIVED NO INCOME OR GAIN FROM IT. HE STATED HE SOLELY DID IT TO FULFILL SIMON'S WISHES. HE CONFIRMED THAT THIS ALTERED DOCUMENT DID NOT GET FILED WITH THE COURTS.

SPALLINA STATED THAT AGAINST HIS ADVICE, A DISTRIBUTION WAS MADE FROM ONE OF THE TRUSTS AFTER SIMON'S DEATH. HE STATED THAT HE ADVISED AGAINST THIS AND WHEN SIMON PASSED, A FORMER PARTNER FILED A CLAIM AGAINST THE ESTATE FOR $2,500,000.

SPALLINA ALSO TOLD ME THAT IN 2006, ALL OF THE GRANDCHILDREN RECEIVED TRUSTS FROM SHIRLEY AND SIMON. HE STATED THAT YATES WAS ACTUALLY THE ATTORNEY FOR ELIOT'S CHILDREN'S TRUSTS. SPALLINA STATED THAT SIMON WANTED ELIOT'S KIDS TO HAVE A HOME, BUT DID NOT WANT THE HOME IN ELIOT'S NAME.

SPALLINA ALSO TOLD ME THAT IN 2009 SIMON CAME TO HIM AND SAID HE IS BUYING A HOUSE FOR ELIOT AND HIS FAMILY TO LIVE IN, BUT HE DOES NOT WANT ELIOT TO OWN THE HOME. HE SAID THAT SIMON TOLD HIM THAT HE WANTED ELIOT'S

2012

CHILDREN'S THREE TRUSTS TO OWN THE HOME. HE THEN SET UP A LIMITED LIABILITY COMPANY, WHICH IS BERNSTEIN FAMILY REALTY. HE SAID THAT SIMON SET UP AN ACCOUNT AT LEGACY BANK. HE SAID THAT SIMON FUNDED THE ACCOUNT, TO PAY FOR THE EXPENSES AT THE HOUSE. RACHEL WALKER WAS IN CHARGE OF PAYING THOSE EXPENSES. HE SAID THAT AT SIMON'S DEATH THE ACCOUNT HAD VERY LITTLE MONEY IN IT. HE SAID THIS WAS THE TYPE OF ACCOUNT THAT ONLY ENOUGH MONEY WENT INTO IT EACH MONTH TO COVER THE NECESSARY EXPENSES FOR THE HOME, SUCH AS POWER, WATER, AND MORTGAGE.

SPALLINA STATED THAT PRIOR TO SIMON'S DEATH, HE WAS THE MANAGER OF BFR, BUT AFTER HIS DEATH IT WAS TRANSFERRED TO OPPENHEIMER TRUST COMPANY, BECAUSE NO ONE IN THE FAMILY WANTED TO MANAGE IT. HE STATED THIS WAS BECAUSE NO ONE WANTED TO DEAL WITH ELIOT. HE SAID OTC BECAME THE TRUSTEE AND THE LEGACY BANK ACCOUNT GOT CLOSED OUT SINCE THE ACCOUNT HAD MINIMAL FUNDS IN IT AND SIMON WAS NO LONGER ALIVE TO FUND IT. HE STATED THAT OTC OPENED UP THEIR OWN BFR TRUST ACCOUNT. HE SAID THAT WHEN THIS OCCURRED, THERE WAS APPROXIMATELY $80,000 IN EACH OF ELIOT'S CHILDREN'S TRUSTS. HE SAID THAT ELIOT STARTED CALLING UP OTC ASKING FOR THEM TO PAY BILLS.

SPALLINA SAID THE PROBLEM IS THAT SINCE NEITHER ELIOT NOR HIS WIFE WERE WORKING, THEY WERE ALSO ASKING FOR THEIR CREDIT CARD BILLS TO BE PAID, ALONG WITH THE NORMAL LIVING EXPENSES. HE STATED THAT THE CREDIT CARD BILLS SHOWED CHARGES TO HIGH END RESTAURANTS, SUCH AS CAPITAL GRILL. SPALLINA SAID THAT DUE TO THE EXPENSES BEING PAID BY THE THREE CHILDREN'S TRUST, TO INCLUDE PRIVATE SCHOOL, THE TRUSTS WERE DRAINED BY AUGUST 2013.

SPALLINA STATED THAT TED BERNSTEIN IS THE TRUSTEE FOR SHIRLEY'S TRUST. HE SAID THAT SHIRLEY HAD A CONDO THAT WAS SOLD FOR $1,400,000 AND THAT MONEY WENT INTO THE TRUST. HE SAID THAT TED DISCUSSED WITH HIS SIBLINGS, POSSIBLY EXCLUDING ELIOT, THAT THERE WAS CONCERN ABOUT A CREDITOR GETTING SOME OF THE MONEY. HE SAID THAT TED MADE A DISTRIBUTION TO SEVEN OF THE 10 GRANDCHILDREN'S TRUSTS. FOUR OF WHICH INCLUDE TED'S THREE CHILDREN AND PAM'S CHILD. SPALLINA SAID THAT TED ONLY FUNDED SEVEN OF THE GRANDCHILDREN, BECAUSE ELIOT REFUSED TO OPEN ACCOUNTS FOR HIS THREE KIDS SO THAT TED COULD FUND THEM. HE SAID THAT IN SEPTEMBER OF 2013, $80,000 WAS DISTRIBUTED TO EACH OF THE SEVEN TRUSTS, WHICH IS A TOTAL OF $560,000. SPALLINA REITERATED THAT TED WAS TOLD TO NOT MAKE DISTRIBUTIONS.

SPALLINA WAS ASKED AND CONFIRMED THAT THE ALTERED DOCUMENT REFERENCE SHIRLEY'S TRUST, IS THE ONLY MISTAKE THAT HE MADE. HE IS NOT AWARE OF ANY OTHER MISTAKES.

I WAS SUPPLIED A COPY OF THE ALTERED DOCUMENT BY SPALLINA ON 01/22/14.

THIS NARRATIVE IS NOT A VERBATIM ACCOUNT OF THE INTERVIEW WITH SPALLINA. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH SIMON AND SHIRLEY'S CHILDREN, IN ATTEMPT TO GAIN STATEMENTS FROM THEM.

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DETECTIVE RYAN W. MILLER #7704
01/24/14 @ 1153 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

printed by Employee Id #: 5264 on February 11, 2014 02:26:57PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/29/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON JAN. 28, 2014 I MET WITH TED BERNSTEIN WHO WAS ACCOMPANIED BY ATTORNEY ALAN ROSE. ROSE IS A CIVIL ATTORNEY, SPECIALIZING IN PROBATE AND BUSINESS LITIGATION. THIS INTERVIEW TOOK PLACE AT THE PALM BEACH COUNTY SHERIFF'S OFFICE, SPECIAL INVESTIGATIONS DIVISION'S CONFERENCE ROOM, LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FLORIDA 33406 AT 11:46 A.M. THE FOLLOWING IS A NON-VERBATIM ACCOUNT OF THE INTERVIEW:

TED STATED THAT HE AND HIS FATHER SIMON HAD AN OFFICE TOGETHER. HE TOLD ME THAT IN 2007 HE HAD NOTICED THAT TESCHER AND SPALLINA STARTED FREQUENTING THE OFFICE AND THEY CONTINUED TO VISIT THE OFFICE QUITE OFTEN INTO 2008. HE SAID THAT HE THEN REALIZED THAT HIS PARENTS WERE CONDUCTING THEIR ESTATE PLANNING. HE SAID THAT HE WAS NOT ASKED TO BE PART OF THE PLANNING, NOR DID HE INQUIRE ABOUT IT. TED TOLD ME THAT HE IS THE ELDEST CHILD OF FIVE, TO INCLUDE JILL, LISA, PAM, AND ELIOT. THE OFFICE FOR THE INSURANCE AGENCY THAT TED AND SIMON WORKED TOGETHER AT IS LOCATED AT 950 PENINSULA CORPORATE CIRCLE, BOCA RATON, FL 33487.

TED STATED THAT HE FOUND OUT UPON HIS FATHER'S DEATH, THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S TRUST. HE TOLD ME THAT THE ATTORNEY'S (TESCHER AND SPALLINA) MADE HIM AWARE OF THIS. HE SAID HE WAS ALSO INFORMED HE WAS A CO-TRUSTEE FOR SOME OTHER ACCOUNT. HE TOLD ME THAT HE IS NOT GOING TO INHERIT AN INSURANCE AGENCY, BUT THAT HE AND HIS FATHER WERE PARTNERS. HE STATED THAT HE OWNS STOCK IN THE AGENCY WITH NO OPTION FOR HIM TO INHERIT OR PURCHASE HIS FATHER'S INTEREST IN THE COMPANY. HE COMMENTED ON THE FACT THAT THE BUSINESS MAKES LITTLE INCOME THESE DAYS.

TED STATED THAT IN THE FIRST PART OF 2012, HIS FATHER (SIMON) HAD A

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

DISCUSSION WITH HIM, REFERENCE AN ISSUE THAT PAM RAISED WITH SIMON ABOUT HOW THE DOCUMENTS FOR THE TRUSTS WERE DRAWN UP. HE TOLD ME THAT HE BELIEVED PAM HAD SENT SIMON SOME INFORMATION OR A BOOK RELEVANT TO HER VIEW ON HOW YOU DO ESTATE PLANNING WHEN CHILDREN AND GRANDCHILDREN ARE INVOLVED. HE SAID THAT HIS FATHER DID ASK HIM HIS OPINION ON THINGS AND TED TOLD HIM THAT HE DID FEEL THAT THE GRANDCHILDREN MAY NOT UNDERSTAND IT IF THEY DID NOT RECEIVE AN INHERITANCE. HE STATED THAT HIS FATHER TOLD HIM THAT HE MADE A REALLY GOOD POINT AND SOMETHING TO CONSIDER. TED SAID THAT SOON AFTER THAT CONVERSATION HIS FATHER ANNOUNCED THAT HE WANTED TO TALK WITH HIS CHILDREN ABOUT THE DISTRIBUTION OF HIS AND SHIRLEY'S ASSETS UPON HIS DEATH. HE TOLD ME THAT A CONFERENCE CALL MEETING TOOK PLACE INCLUDING HIS (SIMON'S) FIVE CHILDREN, SIMON, AND SPALLINA. HE SAID THAT THE CONVERSATION WENT REALLY WELL AND SIMON GOT TO PROVIDE HIS WISHES VERY CLEARLY.

HE STATED THAT SPALLINA EXPLAINED THE PROCESS LEGALLY, BUT HIS FATHER MADE A STATEMENT AND ASKED EACH CHILD DIRECTLY, HOW THEY FELT ABOUT IT. TED SAID THAT IT WAS TOLD TO HIM AND HIS SIBLINGS THAT SIMON WAS LEAVING ALL OF HIS WEALTH TO HIS 10 GRANDCHILDREN EQUALLY. HE SAID THAT SIMON TOLD THEM THAT THEY (THE CHILDREN) WERE EACH GETTING 1/5 OF A LIFE INSURANCE POLICY. TED SAID THAT IT WAS OBVIOUS THAT HIS FATHER WAS NOT ASKING FOR PERMISSION, BUT STATING CLEARLY WHAT HE THOUGHT WAS RIGHT. TED SAID THAT EACH CHILD STATED THEY FELT OK ABOUT THE DECISION AND THAT IT WAS HIS WEALTH TO MAKE DECISIONS WITH. TED STATED THAT HE BELIEVES THIS WAS THE SAME PHONE CALL WHERE HE WAS TOLD BY SPALLINA HE, AS WELL AS SIBLINGS, WOULD BE RECEIVING FORMS THEY NEEDED TO SIGN AND RETURN. HE STATED THAT SOON AFTER THIS CALL HE RECEIVED THE WAIVER OF ACCOUNTING FORM FOR HIS MOTHER'S ESTATE. THIS IS THE DOCUMENT DISCUSSED IN PBSO CASE # 13-097087.

TED STATED THAT HE WAS NOT INVOLVED IN ANY OTHER DISCUSSIONS REFERENCE ESTATES UNTIL HIS FATHER'S PASSING ON SEPTEMBER 13, 2012. HE SAID THAT TESCHER AND SPALLINA TOLD HIM AFTER HIS FATHER'S DEATH THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S ESTATE. HE SAID OVER MANY IN PERSON MEETINGS AND PHONE CALLS HE WAS GIVEN GUIDANCE BY THE ATTORNEYS ON HOW TO PERFORM HIS DUTIES AS A TRUSTEE, BECAUSE THIS WAS ALL NEW TO HIM. HE HAD NEVER BEEN IN THIS ROLE BEFORE. HE STATED HE WAS NOT PROVIDED A CHECKLIST OR BOOK ON HOW TO PERFORM THESE DUTIES. TED SAID THAT HE MADE IT CLEAR TO HIS SIBLINGS THAT HE IS THE TRUSTEE ON SHIRLEY'S TRUST. TED STATED THAT HE WAS TOLD THAT SHIRLEY'S TRUST WAS TO BE DISTRIBUTED AMONGST HER 10 GRANDCHILDREN. TED STATED THAT HE DID NOT READ ALL OF SHIRLEY'S TRUST DOCUMENTS AND THAT SPALLINA AND TESCHER HAD BOTH TOLD HIM SEVERAL TIMES HOW SHIRLEY'S TRUST WAS TO BE DISTRIBUTED.

TED SAID THAT HE DID READ IN THE DOCUMENTS WHERE THE 10 GRANDCHILDREN WERE TO RECEIVE THE ASSETS FROM THE TRUST. HE SAID THAT HE DID ISSUE A PARTIAL DISTRIBUTION TO THE SEVEN OF THE 10 GRANDCHILDREN. HE DID NOT ISSUE

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DISTRIBUTIONS TO ELIOT'S CHILDREN BECAUSE ELIOT REFUSED TO SET UP ACCOUNTS FOR THE FUNDS TO BE SENT TOO. HE ALSO TOLD ME THAT ELIOT TOLD JUDGE COLIN IN COURT THAT HE DID NOT WANT TO SET UP THE ACCOUNTS FOR HIS CHILDREN TO RECEIVE THE FUNDS, BECAUSE THE FUNDS BELONG TO HIM, NOT HIS CHILDREN. HE STATED THAT ELIOT HAD MENTIONED OTHER REASONS IN E-MAILS FOR NOT TAKING THE MONEY. HE ALSO STATED THAT ELIOT REFERENCED THE MONEY AS CRIME OR BLOOD MONEY.

HE STATED THAT SPALLINA TOLD HIM IT WAS OK TO DISTRIBUTE THE FUNDS. HE STATED THAT TESCHER AND SPALLINA RESPONDED VIA E-MAIL ON HOW TO RECEIVE THE FUNDS, SUCH AS SETTING UP TRUST ACCOUNTS FOR THE FUNDS TO GO INTO. TED TOLD ME THAT THERE WERE CONVERSATIONS, WHERE HE WAS TOLD THAT SIMON'S ASSETS COULD NOT BE DISTRIBUTED DUE TO CREDITORS FILING AGAINST THE ESTATE, BUT HE WAS LEAD TO BELIEVE IT WAS OK TO MAKE A PARTIAL DISTRIBUTION OF FUNDS FROM SHIRLEY'S ESTATE, BUT THAT THEY WOULD NEED TO BE CAREFUL IN REGARDS TO DISTRIBUTING FUNDS THAT WERE OBTAINED THROUGH LIQUIDATING HER JEWELRY AND PERSONAL PROPERTY. TED ALSO COMMENTED THAT ONE OF THE GOALS OF MAKING THE DISTRIBUTIONS WAS TO ASSIST ELIOT AND HIS FAMILY, BECAUSE THEY WERE RUNNING LOW ON FUNDS. HE STATED THIS DERIVED FROM ELIOT'S POTENTIAL MISUSE OF FUNDS THAT WERE IN HIS CHILDREN'S TRUSTS IN RELATION TO BERNSTEIN FAMILY REALITY (ELIOT'S HOME) AND ELIOT'S SPENDING AND EXPENSES.

TED CONFIRMED THAT HE DID NOT MAKE ANY DECISIONS IN RELATION TO SIMON'S INSURANCE POLICY GENERATED OUT OF CHICAGO, ILLINOIS. HE STATED THAT HE UNDERSTOOD THE POLICY TO BE OWNED BY SIMON PERSONALLY. HE STATED HE UNDERSTOOD THE POLICY TO READ AS, SHOULD SHIRLEY PASS BEFORE HIM, THE BENEFITS WOULD GO TO THE FIVE CHILDREN.

TED CONFIRMED THAT HE WAS NOT THE TRUSTEE FOR SIMON'S ESTATE, BUT THAT IT WAS EXPLAINED TO HIM, VERBALLY, THAT ALL 10 GRANDCHILDREN WILL RECEIVE THE ASSETS FROM THAT ESTATE IN AN EQUAL DISTRIBUTION AT SOME POINT IN TIME. WE DID DISCUSS THE POWER OF APPOINTMENT PUT IN THE TRUST DOCUMENTS. IT APPEARED AS IF TED WAS NOT AWARE OF ANYTHING CALLED A POWER OF APPOINTMENT, UNTIL THE LAST FEW WEEKS. THAT WAS WHEN SPALLINA NOTIFIED THE COURTS OF HIS WITHDRAW FROM BEING THE ATTORNEY FOR SIMON AND SHIRLEY'S ESTATES. IT APPEARS IT WAS EXPLAINED TO HIM AT THAT TIME.

TED TOLD ME THAT HE AND HIS FATHER HAD A GOOD BUSINESS AND PERSONAL RELATIONSHIP. HE SAID THAT HE HAS A GOOD RELATIONSHIP WITH ALL OF HIS SIBLINGS, EXCEPT FOR ELIOT. HE SAID THAT HE GOT ALONG WITH HIS MOTHER, PRIOR TO HER PASSING. HE TOLD ME THAT RACHEL WALKER WAS EMPLOYED BY HIS MOTHER AND FATHER. HE SAID THAT HE GOT ALONG WITH WALKER AND THAT SHE HELPED HIS MOTHER, SHIRLEY, PRIOR TO SHIRLEY'S PASSING. TED TOLD ME THAT MARITZA PUCCIO WAS SOMEONE THAT WORKED FOR HIM AND AS WELL AS HIS PARENTS. HE STATED THAT SHE HELPED AROUND THE HOMES, CLEANING AND/OR CARING FOR CHILDREN. HE STATED THAT HE MET HER AROUND 2003 OR 2005. HE SAID THAT HE NO LONGER HAS A RELATIONSHIP

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WITH HER. HE SAID THAT SIMON DID HAVE AN INTIMATE RELATIONSHIP WITH PUCCIO AFTER SHIRLEY PASSED. HE STATED THAT PUCCIO DID RECEIVE SOME TYPE OF FINANCIAL BENEFIT FROM SIMON, PRIOR TO HIM PASSING. HE SAID THAT PUCCIO WAS LIVING WITH SIMON AND HER BILLS WERE BEING PAID FOR. THIS MAY OR MAY NOT BE THE FINANCIAL BENEFIT; TED DID NOT SEEM TO BE SURE. HE DID STATE THAT IT APPEARED THAT SIMON WAS GENUINELY INVESTED INTO THE RELATIONSHIP HE HAD WITH PUCCIO.

TED SAID THAT HE HAS NOT SPOKEN TO SPALLINA ABOUT HIM WITHDRAWING FROM BEING THE ATTORNEY FOR THE TRUSTS, BUT THAT HE DID SPEAK WITH TESCHER. HE SAID THAT TESCHER TOLD HIM HE HAD BEEN MADE AWARE OF A FABRICATED DOCUMENT THAT WAS POTENTIALLY PROBLEMATIC FOR THE ESTATES. HE SAID THAT TESCHER TOLD HIM THAT SPALLINA CREATED THE FABRICATED DOCUMENT AND IT ESSENTIALLY IMPACTED THE ABILITY FOR SIMON TO DISTRIBUTE FUNDS TO ALL 10 GRANDKIDS. TED SAID THAT TESCHER TOLD HIM THAT HE HAD ONLY RECENTLY BECOME AWARE OF THIS DOCUMENT, APPROXIMATELY THREE WEEKS AGO FROM TODAY (01/29/14).

ATTORNEY ALAN ROSE PROVIDED A STATEMENT, STATING HE WISHED TO CLARIFY SOME THINGS IN REGARDS TO HOW THE ESTATE DOCUMENTS READ IN HIS OPINION. HE STATED THAT SHIRLEY'S ASSETS WENT TO LISA, JILL, AND ELIOT OR THEIR LINEAL DECEDENTS. HE STATED THAT ONCE SHIRLEY PASSED HER ASSETS WENT INTO HER TRUST. HE STATED THAT SIMON WAS THE SOLE BENEFICIARY FOR HIS LIFE. HE STATED THAT SIMON DID HAVE A POWER OF APPOINTMENT THAT HE COULD EXERCISE; REFERENCE SHIRLEY'S TRUST, CHANGING THE BENEFITS TO LISA, JILL, AND ELIOT'S CHILDREN. SIMON COULD CHANGE HIS DOCUMENTS AT ANY TIME UP TO HIS DEATH. ALAN STATED THERE IS QUESTION AS TO WHETHER OR NOT SIMON HAD THE POWER TO DISTRIBUTE THE FUNDS FROM THE TRUST TO SIX GRANDCHILDREN OR 10. THE 10 WOULD INCLUDE THE CHILDREN OF ALL FIVE OF SIMON'S KIDS.

HE STATED THAT SHIRLEY'S ORIGINAL DOCUMENTS STATE THAT TED AND PAM AND THEIR LINEAL DECEDENTS ARE CONSIDERED PREDECEASED. HE STATED THAT WERE OTHER WAYS TO MAKE SIMON'S WISHES COME TRUE FOR THE ESTATES. HE SAID THAT CHANGES COULD HAVE BEEN MADE TO SIMON'S DOCUMENTS TO REFLECT SHIRLEY'S SO THAT EQUAL DISTRIBUTIONS WERE MADE AMONGST THE 10 GRANDCHILDREN. THIS EXPLANATION OF THE DOCUMENTS GENERATED A SIMILAR IF NOT THE SAME CONCLUSION AS THAT OF SPALLINA'S FROM LAST WEEK.

I ALSO COMMUNICATED WITH ELIOT BERNSTEIN SEVERAL TIMES THIS WEEK AND LAST WEEK IN ATTEMPT TO ARRANGE AN INTERVIEW WITH HIM IN PERSON. HE CANCELED THE LAST TWO MEETINGS WE HAD SET. AT THIS TIME HE HAS REFUSED TO SET A NEW MEETING DATE.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
01/29/14 @ 1425 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

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DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/31/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON 01/29/14 I ATTEMPTED TO MAKE CONTACT WITH LISA FRIEDSTEIN, JILL TANTONT, AND PAMELA SIMON VIA E-MAIL. THEY ARE THE THREE DAUGHTERS OF SIMON AND SHIRLEY BERNSTEIN. I USED THE INFORMATION THAT WAS PROVIDED TO ME BY ELIOT ON 09/10/13. I ATTACHED READ RECEIPTS TO THE E-MAIL. I RECEIVED A READ RECEIPT FROM PAMELA 01/30/14 AT 4:59 AM. ON 01/30/14 I PLACED PHONE CALLS TO JILL AND LISA, USING THE PHONE NUMBERS ELIOT HAD PROVIDED ME. I LEFT MESSAGES ASKING THEM TO CALL ME BACK. ON 01/31/14 I BRIEFLY SPOKE WITH LISA, BUT ASKED THAT SHE CALL BACK SO WE CAN FURTHER DISCUSS THIS CASE. TO DATE, I HAVE NOT RECEIVED A CALL OR E-MAIL FROM PAM OR JILL.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
01/31/14 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/04/2014/MDR/#6405

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EXHIBIT 3 - JANUARY 2012 NOTE FROM PAM TO SIMON WITH NOVEMBER 2011 LETTER FROM PAM'S ATTORNEY



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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
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Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death. Information provided to me appears to indicate that there were two versions of the First Amendment to the Shirley Bernstein Trust Agreement, both executed on November 18, 2008. Under one version the children of Pam Simon and Ted Bernstein would not be permissible appointees of Simon Bernstein's exercise of the power of appointment while under the second version that restriction was removed. As you all know, Simon Bernstein's dispositive plan, expressed to all of you during his lifetime on a conference call, was to distribute the Estate to all ten of his grandchildren. That was the basis upon which the administration was moving forward.

Under the Shirley Bernstein Trust, there is a definition of children and lineal descendants. That definition excluded Pam Simon, Ted Bernstein and their respective children from inheriting. The document also contained a special Power of Appointment for Simon wherein he could appoint the assets of the Trust for Shirley's lineal descendants. Based upon the definition of children and lineal descendants, the Power of Appointment could not be exercised in favor of Pam Simon, Ted Bernstein or their respective children, although we believe it was Simon Bernstein's wish to provide equally for all of his grandchildren.

On November 18, 2008, it does appear from the information that I have reviewed that Shirley Bernstein executed a First Amendment to her trust agreement. The document as executed appears to make only one relatively minor modification to her trust disposition by eliminating a specific gift to Ted

Bernstein's stepson. In January of 2013 a First Amendment to the Shirley Bernstein Trust Agreement was provided to Christine Yates, Esq. who, at that time, was representing Eliot Bernstein. The document provided contained a paragraph number 2 which modified the definitional language in Shirley's document so as to permit, by deleting the words "and their respective lineal descendants" from the definition, an exercise of the power of appointment by Simon Bernstein over the Shirley Bernstein Trust to pass equally to all ten grandchildren rather than only six of the grandchildren.

By virtue of The Florida Bar Rules of Professional Conduct, I am duty bound to provide this information to you. Obviously, as a result of the issues and ramifications raised by the allegations, my firm must resign from further representation in all matters relating to the Estates and Trusts of Simon Bernstein and Shirley Bernstein. Furthermore, it is my intent, and I assume also the intent of Robert Spallina, to tender our resignations as personal representatives of the Simon Bernstein Estate and as trustees of the Simon Bernstein Trust. If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity. With regard to the Simon Bernstein Estate, the appointment of the successor would require a court proceeding.

I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family. As I believe you know, to date there has only been a modest funding of some, but not all, of the continuing trusts for the grandchildren emanating from Shirley's Trust assets.

Very truly yours,

DONALD R. TESCHER

DRT/km
cc: Alan Rose, Esq.

Filing # 10353406 Electronically Filed 02/17/2014 02:50:10 PM

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

PROBATE DIV.
CASE NO.: 50 2012 CP 004391 XXXX SB

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

NOTICE OF FILING VERIFIED RESPONSE BY CREDITOR WILLIAM E. STANSBURY

COMES NOW Creditor and Interested Person, William E. Stansbury ("Stansbury"), by and through his undersigned counsel and hereby gives notice of filing the attached "Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator," bearing Stansbury's signature (which Response was originally filed on February 11, 2014).

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; and at courtfilings@pankauskilawfirm.com to John Pankauski, Esq., PANKAUSKI LAW FIRM, 120 So. Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 17 day of February, 2014.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

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

IN RE:

Case No.: 50 2012 CP 004391 SB
JUDGE MARTIN COLIN

ESTATE OF SIMON
BERNSTEIN,
Deceased. Division: IY
_____/

RESPONSE IN OPPOSITION TO MOTION FOR APPOINTMENT OF TED BERNSTEIN AS CURATOR AND MOTION FOR THE APPOINTMENT OF ELIOT BERNSTEIN AS CURATOR OR SUCCESSOR PERSONAL REPRESENTATIVE OR, IN THE ALTERNATIVE, FOR APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS SUCCESSOR PERSONAL REPRESENTATIVE OR CURATOR

COMES NOW Petitioner, William E. Stansbury ("Stansbury"), an unsecured creditor and "Interested Person," pursuant to the §731.201(23) Fla. Stat. (2013), by and through his undersigned counsel, and files this Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator. In support, Petitioner states as follows:

1. The currently serving Co-Personal Representatives of the Estate, Donald R. Tescher and Robert L. Spallina have petitioned this Court for Resignation and Discharge. In considering the resignation, the Court, under the provisions of Fla. Prob. R. 5.430(d), is required to determine the necessity of appointing a successor fiduciary.

2. In this Estate, the Court is required to appoint a successor fiduciary since both Co-Personal Representatives are resigning. The Court is also empowered to appoint a curator under §733.506, Fla. Stat. (2013) and Fla. Prob. R. 5.122(a) until a new Successor Personal Representative is appointed.

I. Stansbury has standing to bring this Response and Motion

3. When removal of a Personal Representative is at issue, Fla. Prob. R. 5.440 specifically provides that, " ... **any interested person, by petition,** may commence a proceeding to remove a personal representative. ..." (Emphasis added.) By logical extension an "interested person" would also have standing to petition the court for the appointment of a successor fiduciary.

4. The provisions of §731.201(23), Fla. Stat. (2013) define an "interested person" as:

> (23) "Interested person" means any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved..."

5. Stansbury has filed a claim against the Estate of Simon Bernstein (the "Estate") and has sued the Estate in a separate lawsuit styled *William E. Stansbury v. Ted Bernstein, et al,* Case. No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida. A copy of the Statement of Claim is attached as Exhibit "A." A copy of the Amended Complaint which forms the basis of the Statement of Claim is attached hereto as Exhibit "B."

6. Stansbury, as a claimant of the Estate, has an interest in ensuring that the successor fiduciary ultimately appointed will act without bias and in the best interests of the creditors and devisees of the Estate. The Fourth District Court of Appeal has recognized that a claimant to an estate is an "interested person" and has standing in a proceeding to approve the personal representative's final accounting and petition for discharge. *See,* Arzuman v. Estate of Prince Bander BIN Saud Bin, etc., 879 So.2d 675 (Fla. 4th DCA 2004). *See also,* Montgomery v. Cribb, 484 So.2d 73 (Fla. 2d DCA 1986) (Wrongful death claimant was entitled to notice of hearing as an "interested person" under the probate code even though case was dismissed by trial court and disputed settlement was on appeal.) Stansbury is therefore an "interested person" as to

the outcome of this or any subsequent proceeding in which a successor fiduciary or a curator will be appointed, and Stansbury has standing to file and advance this Petition.

II. Ted Bernstein should not be appointed as Curator or Successor Personal Representative

A. Misconduct in the Shirley Bernstein Estate

7. There are serious allegations of fraud and forgery in the Shirley Bernstein Estate where Ted Bernstein is now the Personal Representative. Documents were submitted to the Court bearing notarized signatures of Simon Bernstein, alleged signatures by him, but on a date after he had passed away.

8. This Court was apprised of these allegations in a hearing conducted September 13, 2013 wherein the Court questioned whether the potential parties involved should be read their Miranda Rights. (*See* Transcript of Proceedings, pages 15 and 16, attached as Exhibit "C.")

B. The "lost" Insurance Trust

9. At the time of Simon Bernstein's death, it was determined that there existed a life insurance policy issued by Heritage Mutual Insurance Company ("Heritage") allegedly payable to the Simon Bernstein Irrevocable Insurance Trust as beneficiary (the "Insurance Trust"). According to an SS-4 Application for EIN form submitted to the IRS on June 21, 1995, Shirley Bernstein was represented as Trustee of the Insurance Trust. (*See* SS-4 Application for EIN as Exhibit "D.")

10. Notwithstanding the earlier SS-4 EIN form, on November 1, 2012, Robert Spallina, one of the resigning Co-Personal Representatives, submitted a claim form to Heritage on behalf of the Insurance Trust for the benefit of the grown children of Simon Bernstein. In doing so, Spallina represented that he was the Trustee of the Insurance Trust. (*See* Exhibit "E")

Spallina made this representation despite having informed Heritage by letter shortly thereafter that he was "unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995." (*See* Exhibit "F" attached.) If the Trust instrument cannot be found, the insurance proceeds would be payable to the Simon Bernstein Estate, and as such, would be available to pay creditors of the Estate such as Stansbury.

11. Spallina, with the knowledge of Ted Bernstein, represented that he was "Trustee" of the Insurance Trust in an effort to collect the insurance proceeds on behalf the Insurance Trust and for the benefit of the grown children of Simon Bernstein, so as to circumvent the Simon Bernstein Estate.

12. Heritage refused to pay the life insurance proceeds to anyone without a court order. The Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the case has since been removed to Federal Court). In paragraph 2 of the Complaint, the Plaintiff, the Insurance Trust, although apparently still "lost," alleges that Ted Bernstein is the "trustee" of the Insurance Trust. Yet, there exists no trust document establishing the continued existence of the Insurance Trust, let alone that Ted is the Trustee. As a result, Ted's representation, like that of Spallina, appears plainly false.

C. Ted Bernstein has a Conflict of Interest ---

13. Ted Bernstein, as well as his siblings (other than Eliot) - Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni - have a conflict of interest precluding them from faithfully executing the duties of fiduciary on behalf of the Estate.

14. One of the considerations for removal of a Personal Representative as set forth in §733.504(9) (2013) is, **"(9) Holding or acquiring conflicting or adverse interests against the estate that will or may interfere with the administration of the estate as a whole."**

15. A trail of e-mails indicates that Ted Berstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni were advocating and scheming to keep the proceeds from the Heritage life insurance policy, as described above in paragraphs 9 thru 12 from being paid to the Estate. The stated purpose of this scheme was to avoid making the life insurance proceeds available to pay creditors of the Estate such as Stansbury. (*See,* selected e-mail messages, attached hereto as Composite Exhibit "G".) The residuary beneficiaries of the Will, that is, the grandchildren of Simon Bernstein, would also be prejudiced by such a determination.

16. Section 733.602(1), Fla. Stat. (2013), expressly provides that ". . . A personal representative shall use the authority conferred by this code, the authority in the will, if any, and the authority of any order of the court, **for the best interests of interested persons, including creditors."** (Emphasis added.)

17. While the ultimate outcome of the adjudication of the issues surrounding the Heritage life insurance proceeds is uncertain, what is clear is that each of the children of Simon Bernstein, other than Eliot Bernstein, have advocated, and continue to advocate a position that is contrary to the best interests of the Estate, its creditors and beneficiaries. These two conflicting and contrary positions between the interests of the children of Simon Bernstein (other than Eliot) and the duty of the successor fiduciary to act in the best interests of the Estate, including the creditors and beneficiaries, render Ted Bernstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni unqualified to serve as successor fiduciaries. *See* Estate of Bell v. Johnson, 573 So.2d 57 (Fla. 1st DCA, 1990) (conflict between personal representative, in that capacity, and as power of attorney, necessitated removal as personal representative).

D. The "Schiller" Lawsuit

18. Further, Ted Bernstein is a Defendant in yet another lawsuit filed in this Circuit Court. *See,* Schiller v. Life Insurance Concepts, et al, Case No. 502013CA007442 AD, wherein Ted Bernstein and others are accused of negligence and other business torts in connection with their business dealings.

E. Curator and Successor Personal Representative

19. Stansbury nominates Eliot Bernstein ("Eliot"), a son of the Decedent, to serve as successor Personal Representative. Eliot is qualified under §733.302, Fla. Stat. (2013) as he is *sui juris* and was a resident of Florida at the time of his father's death on September 13, 2012. Additionally, he is entitled to "preferential" consideration under §733.301(1)(a)(3) in that he is a devisee under Simon Bernstein's Will dated July 25, 2012 that has been admitted to probate.

20. In addition to his technical qualifications to serve as Personal Representative under the Florida Probate Code, Eliot also deserves significant consideration since he has been the only child of Simon and Shirley Bernstein to bring to the Court's attention the potential fraud and forgery issues that exist in connection with the closing of the Estate of Shirley Bernstein, as more fully set forth in paragraphs 7 and 8 above.

21. Stansbury acknowledges that Eliot's siblings, Theodore "Ted" Bernstein, Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni are also technically qualified to serve under §733.302, Fla. Stat. (2013) and §733.301(1)(a)(3). However, for the reasons set forth above, each of them should not be considered or appointed Curator or Successor Personal Representative by this Court.

22. Alternatively, should the Court determine that all of the Bernstein children, Eliot included, are not appropriate to serve, Stansbury moves this Court for the appointment of an

independent, third party Curator or Personal Representative that will administer the Estate in an objective, unbiased and fair manner, as set forth in § 733.5061, Fla. Stat. (2013) and in accordance with the procedure set forth in §733.501, Fla. Stat. (2013).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to parties listed on the attached Service list by U.S. Mail and via e-mail service at arose@mrachek-law.com and mchandler@mrachek-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, and at courtfilings@pankauskilawfirm.com to John J. Pankauski, Esq., PANKAUSKI LAW FIRM, 120 South Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 11th day of February, 2014.

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By: _____
Peter M. Feaman
Florida Bar No.: 0260347

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Boca Raton, FL 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

Daniel Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Joshua Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

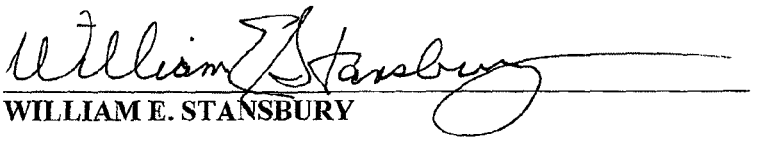
Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

VERIFICATION

Under penalties of perjury, I, WILLIAM E. STANSBURY, declare that I have read the foregoing Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator, which was filed on February 11, 2014, and the facts alleged are true, to the best of my knowledge and belief.

February 17, 2014



WILLIAM E. STANSBURY

Filing # 10179238 Electronically Filed 02/12/2014 09:57:56 AM

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

IN RE:

Case No.: 50 2012 CP 004391 SB
JUDGE MARTIN COLIN

ESTATE OF SIMON
BERNSTEIN,
Deceased. Division: IY
_____/

RESPONSE IN OPPOSITION TO MOTION FOR APPOINTMENT OF TED BERNSTEIN AS CURATOR AND MOTION FOR THE APPOINTMENT OF ELIOT BERNSTEIN AS CURATOR OR SUCCESSOR PERSONAL REPRESENTATIVE OR, IN THE ALTERNATIVE, FOR APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS SUCCESSOR PERSONAL REPRESENTATIVE OR CURATOR

COMES NOW Petitioner, William E. Stansbury ("Stansbury"), an unsecured creditor and "Interested Person," pursuant to the §731.201(23) Fla. Stat. (2013), by and through his undersigned counsel, and files this Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator. In support, Petitioner states as follows:

1. The currently serving Co-Personal Representatives of the Estate, Donald R. Tescher and Robert L. Spallina have petitioned this Court for Resignation and Discharge. In considering the resignation, the Court, under the provisions of Fla. Prob. R. 5.430(d), is required to determine the necessity of appointing a successor fiduciary.

2. In this Estate, the Court is required to appoint a successor fiduciary since both Co-Personal Representatives are resigning. The Court is also empowered to appoint a curator under §733.506, Fla. Stat. (2013) and Fla. Prob. R. 5.122(a) until a new Successor Personal Representative is appointed.

I. Stansbury has standing to bring this Response and Motion

3. When removal of a Personal Representative is at issue, Fla. Prob. R. 5.440 specifically provides that, " ... **any interested person, by petition,** may commence a proceeding to remove a personal representative. ..." (Emphasis added.) By logical extension an "interested person" would also have standing to petition the court for the appointment of a successor fiduciary.

4. The provisions of §731.201(23), Fla. Stat. (2013) define an "interested person" as:

> (23) "Interested person" means any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved..."

5. Stansbury has filed a claim against the Estate of Simon Bernstein (the "Estate") and has sued the Estate in a separate lawsuit styled *William E. Stansbury v. Ted Bernstein, et al,* Case. No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida. A copy of the Statement of Claim is attached as Exhibit "A." A copy of the Amended Complaint which forms the basis of the Statement of Claim is attached hereto as Exhibit "B."

6. Stansbury, as a claimant of the Estate, has an interest in ensuring that the successor fiduciary ultimately appointed will act without bias and in the best interests of the creditors and devisees of the Estate. The Fourth District Court of Appeal has recognized that a claimant to an estate is an "interested person" and has standing in a proceeding to approve the personal representative's final accounting and petition for discharge. *See,* Arzuman v. Estate of Prince Bander BIN Saud Bin, etc., 879 So.2d 675 (Fla. 4th DCA 2004). *See also,* Montgomery v. Cribb, 484 So.2d 73 (Fla. 2d DCA 1986) (Wrongful death claimant was entitled to notice of hearing as an "interested person" under the probate code even though case was dismissed by trial court and disputed settlement was on appeal.) Stansbury is therefore an "interested person" as to

the outcome of this or any subsequent proceeding in which a successor fiduciary or a curator will be appointed, and Stansbury has standing to file and advance this Petition.

II. Ted Bernstein should not be appointed as Curator or Successor Personal Representative

A. Misconduct in the Shirley Bernstein Estate

7. There are serious allegations of fraud and forgery in the Shirley Bernstein Estate where Ted Bernstein is now the Personal Representative. Documents were submitted to the Court bearing notarized signatures of Simon Bernstein, alleged signatures by him, but on a date after he had passed away.

8. This Court was apprised of these allegations in a hearing conducted September 13, 2013 wherein the Court questioned whether the potential parties involved should be read their Miranda Rights. (*See* Transcript of Proceedings, pages 15 and 16, attached as Exhibit "C.")

B. The "lost" Insurance Trust

9. At the time of Simon Bernstein's death, it was determined that there existed a life insurance policy issued by Heritage Mutual Insurance Company ("Heritage") allegedly payable to the Simon Bernstein Irrevocable Insurance Trust as beneficiary (the "Insurance Trust"). According to an SS-4 Application for EIN form submitted to the IRS on June 21, 1995, Shirley Bernstein was represented as Trustee of the Insurance Trust. (*See* SS-4 Application for EIN as Exhibit "D.")

10. Notwithstanding the earlier SS-4 EIN form, on November 1, 2012, Robert Spallina, one of the resigning Co-Personal Representatives, submitted a claim form to Heritage on behalf of the Insurance Trust for the benefit of the grown children of Simon Bernstein. In doing so, Spallina represented that he was the Trustee of the Insurance Trust. (*See* Exhibit "E")

Spallina made this representation despite having informed Heritage by letter shortly thereafter that he was "unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995." (*See* Exhibit "F" attached.) If the Trust instrument cannot be found, the insurance proceeds would be payable to the Simon Bernstein Estate, and as such, would be available to pay creditors of the Estate such as Stansbury.

11. Spallina, with the knowledge of Ted Bernstein, represented that he was "Trustee" of the Insurance Trust in an effort to collect the insurance proceeds on behalf the Insurance Trust and for the benefit of the grown children of Simon Bernstein, so as to circumvent the Simon Bernstein Estate.

12. Heritage refused to pay the life insurance proceeds to anyone without a court order. The Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the case has since been removed to Federal Court). In paragraph 2 of the Complaint, the Plaintiff, the Insurance Trust, although apparently still "lost," alleges that Ted Bernstein is the "trustee" of the Insurance Trust. Yet, there exists no trust document establishing the continued existence of the Insurance Trust, let alone that Ted is the Trustee. As a result, Ted's representation, like that of Spallina, appears plainly false.

C. Ted Bernstein has a Conflict of Interest ---

13. Ted Bernstein, as well as his siblings (other than Eliot) - Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni - have a conflict of interest precluding them from faithfully executing the duties of fiduciary on behalf of the Estate.

14. One of the considerations for removal of a Personal Representative as set forth in §733.504(9) (2013) is, **"(9) Holding or acquiring conflicting or adverse interests against the estate that will or may interfere with the administration of the estate as a whole."**

15. A trail of e-mails indicates that Ted Berstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni were advocating and scheming to keep the proceeds from the Heritage life insurance policy, as described above in paragraphs 9 thru 12 from being paid to the Estate. The stated purpose of this scheme was to avoid making the life insurance proceeds available to pay creditors of the Estate such as Stansbury. (*See*, selected e-mail messages, attached hereto as Composite Exhibit "G".) The residuary beneficiaries of the Will, that is, the grandchildren of Simon Bernstein, would also be prejudiced by such a determination.

16. Section 733.602(1), Fla. Stat. (2013), expressly provides that ". . . A personal representative shall use the authority conferred by this code, the authority in the will, if any, and the authority of any order of the court, **for the best interests of interested persons, including creditors.**" (Emphasis added.)

17. While the ultimate outcome of the adjudication of the issues surrounding the Heritage life insurance proceeds is uncertain, what is clear is that each of the children of Simon Bernstein, other than Eliot Bernstein, have advocated, and continue to advocate a position that is contrary to the best interests of the Estate, its creditors and beneficiaries. These two conflicting and contrary positions between the interests of the children of Simon Bernstein (other than Eliot) and the duty of the successor fiduciary to act in the best interests of the Estate, including the creditors and beneficiaries, render Ted Bernstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni unqualified to serve as successor fiduciaries. *See* Estate of Bell v. Johnson, 573 So.2d 57 (Fla. 1st DCA, 1990) (conflict between personal representative, in that capacity, and as power of attorney, necessitated removal as personal representative).

D. The "Schiller" Lawsuit

18. Further, Ted Bernstein is a Defendant in yet another lawsuit filed in this Circuit Court. *See,* Schiller v. Life Insurance Concepts, et al, Case No. 502013CA007442 AD, wherein Ted Bernstein and others are accused of negligence and other business torts in connection with their business dealings.

E. Curator and Successor Personal Representative

19. Stansbury nominates Eliot Bernstein ("Eliot"), a son of the Decedent, to serve as successor Personal Representative. Eliot is qualified under §733.302, Fla. Stat. (2013) as he is *sui juris* and was a resident of Florida at the time of his father's death on September 13, 2012. Additionally, he is entitled to "preferential" consideration under §733.301(1)(a)(3) in that he is a devisee under Simon Bernstein's Will dated July 25, 2012 that has been admitted to probate.

20. In addition to his technical qualifications to serve as Personal Representative under the Florida Probate Code, Eliot also deserves significant consideration since he has been the only child of Simon and Shirley Bernstein to bring to the Court's attention the potential fraud and forgery issues that exist in connection with the closing of the Estate of Shirley Bernstein, as more fully set forth in paragraphs 7 and 8 above.

21. Stansbury acknowledges that Eliot's siblings, Theodore "Ted" Bernstein, Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni are also technically qualified to serve under §733.302, Fla. Stat. (2013) and §733.301(1)(a)(3). However, for the reasons set forth above, each of them should not be considered or appointed Curator or Successor Personal Representative by this Court.

22. Alternatively, should the Court determine that all of the Bernstein children, Eliot included, are not appropriate to serve, Stansbury moves this Court for the appointment of an

independent, third party Curator or Personal Representative that will administer the Estate in an objective, unbiased and fair manner, as set forth in § 733.5061, Fla. Stat. (2013) and in accordance with the procedure set forth in §733.501, Fla. Stat. (2013).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to parties listed on the attached Service list by U.S. Mail and via e-mail service at arose@mrachek-law.com and mchandler@mrachek-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, and at courtfilings@pankauskilawfirm.com to John J. Pankauski, Esq., PANKAUSKI LAW FIRM, 120 South Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 11th day of February, 2014.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

SERVICE LIST

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Pamela Beth Simon
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Apartment 2603
Chicago, IL 60611

Eliot Bernstein
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Jill Iantoni
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Lisa Friedstein
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: **Case No. 502012CP004391 SB**

ESTATE OF SIMON BERNSTEIN,
Deceased. **Division: IZ**

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
NOV 06 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

STATEMENT OF CLAIM BY WILLIAM E. STANSBURY

The undersigned hereby presents for filing against the above estate this Statement of Claim and alleges:

1. The basis for the claim is the action pending in Palm Beach County, Florida, *Stansbury v. Bernstein, et. al,* Case No. 502012CA 013933XXXX MB (the "Pending Action"). A true and correct copy of the Complaint filed by claimant that initiated the Pending Action is attached hereto as Exhibit "A" and is hereby incorporated by reference herein (the "Complaint").

2. The name and address of the claimant are William E. Stansbury, 6920 Caviro Lane, Boynton Beach, Florida 33437, and the name and address of the claimant's attorney is set forth below.

3. The amount of the claim is in excess of $2.5 million dollars, which the Claimant is entitled to recover under the claims set forth in the Complaint, which amount the Claimant believes is now due.

4. The claim is contingent or unliquidated and uncertain to the extent that the Claimant's claim is dependent on the outcome of the Pending Action. The specific amount of Claimant's claim will be determined in Pending Action and the Claimant expects to recover in excess of $2.5 million dollars in damages, as well as, but not limited to, treble damages, pre-judgment and post-judgment interest, and costs.

5. The claim is not secured.

[Signature page follows this page]

EXHIBIT
tabbies
A

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

Signed on November 6, 2012.

William E. Stansbury, Claimant

Attorneys for Claimant

Peter M. Feaman, Esq.
Florida Bar No.: 260347
PETER M. FEAMAN, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
Phone: (561) 734-5552
Facsimile: (561) 734-5554
Primary Electronic Mail Address:
pfeaman@feamanlaw.com

Copy mailed to attorney for Personal Representative on _____ 2012.

MUST BE FILED IN DUPLICATE

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

WILLIAM E. STANSBURY,
Plaintiff,

vs. Case No. 50 2012 CA013 933XXXXMB

TED S. BERNSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.,
Defendants.
_____/

COPY
RECEIVED FOR FILING
JUL 30 2012
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT
And JURY DEMAND

WILLIAM STANSBURY (PLAINTIFF"), by and through his undersigned co-counsel, hereby demanding trial by jury of all issues so triable, hereby sues the Defendants, and says

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendants TED S. BERNSTEIN ("TED BERNSTEIN"), and SIMON BERNSTEIN are both *sui juris*, and are both residents of Palm Beach County, Florida.

4. The corporate Defendants, LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., are entities organized and existing under the laws of the State of Florida, all do business in the State of Florida and all have their principal offices in the State of Florida, and in Palm Beach County, Florida.

5. Defendants SIMON BERNSTEIN and TED BERNSTEIN (collectively "Defendants

EXHIBIT A

BERNSTEIN") are, respectively, one another's father and son. They both own and control all of the corporate Defendants, and work closely together with respect thereto. In all matters involved herein, they worked closely together and were virtually one another's alter egos.

7 The acts and incidents giving rise to these causes of action occurred in Palm Beach County, Florida.

Background

8. Plaintiff has worked in the insurance field virtually all his adult life, and by 2003 had become well-known and highly regarded by major insurance companies, their principals, and by others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPAs, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with, insurers and insurance brokers.

9. SIMON BERNSTEIN dealt at high levels of the insurance industry, and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate in their wealth management and estate planning.

10. TED BERNSTEIN was actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into clients' financial planning.

11. In 2003, TED BERNSTEIN approached Plaintiff, urging Plaintiff to spearhead the marketing of a unique insurance concept ("the said concept"), newly developed by a prominent law firm, which was designed for use in the financial and estate planning of wealthy individuals.

12. TED BERNSTEIN told Plaintiff that he knew of Plaintiff's knowledgeability, and reputation in the insurance and related industries and professions, and that Plaintiff was skilled

at, and accustomed to, speaking and marketing insurance products to, large groups of professionals, and that he realized that Plaintiff, because of his knowledgeability, reputation and abilities, would be ideal to market this concept nationwide, through prominent and experienced professionals..

13. SIMON BERNSTEIN proposed that Plaintiff work as an independent contractor for the Corporate Defendants, marketing the product to the above-described He offered Plaintiff an arrangement whereby Plaintiff would receive twenty percent (20%) of all net retained amounts of commissions received from insurance companies and general agents' overrides (hereinafter, "commissions") which chose to issue policies of the type to be marketed, for use in the said financial and estate planning, and all other sales by the companies. Plaintiff would receive no other salary remuneration, but would have his travel and marketing expenses advanced or reimbursed. In time, when Plaintiff agreed to become an employee rather than an independent contractor, he agreed to a salary of the equivalent of 15% of commissions received on all products.

14. After reviewing the concept and considering the terms of the arrangement offered by SIMON BERNSTEIN, Plaintiff agreed with BERNSTEIN to accept the proposal described in preceding paragraph 13, and all the parties proceeded to act in accordance therewith.

15. Thereafter, Plaintiff worked with diligence and skill, traveling throughout the United States, generating ever increasing sales, and generating very large commissions for Defendants and for Plaintiff, who received the agreed salary equal to 15% thereof. By 2006, the parties hereto began receiving checks, not only for commissions on new policies sold, but also renewal commissions. Initially, the Plaintiff and Defendants BERNSTEIN, and one secretary, comprised the entire workforce. At the height of the sales campaign, Defendants' staff for serving the

business generated by Plaintiff consisted of more than 40 individuals.

16. In 2005, the Plaintiff was paid his commissions in the form of two IRS forms 1099, from National Services Association, and from Defendant ARBITRAGE INTERNATIONAL MARKETING, INC. for his services as an independent contractor.

17. In 2006, Plaintiff received his agreed salary as an employee, reflected in two IRS forms W-2., One W-2 was from ARBITRAGE INTERNATIONAL MARKETING, INC., and the other was from ARBITRAGE INTERNATIONAL HOLDINGS, INC., which later became Defendant ARBITRAGE INTERNATIONAL MANAGEMENT, INC.

18. Also in 2006, SIMON BERNSTEIN told Plaintiff that Plaintiff, was being rewarded for the explosive growth of business, through receiving a 10% interest in LIC.

19. In 2007, Plaintiff received his agreed salary as an employee, which salary was reflected in an IRS Form W-2.

20. With the economic downturn in 2008, Defendants looked for ways to withhold from Plaintiff compensation to which he was entitled, and to deceive him into believing that the money which would have been paid to both Defendants as well as to Plaintiff as compensation, was instead being held in the company's coffers.

21. In order to hide from Plaintiff the real fact that Defendants were paying to Defendants BERNSTEIN the full earnings received as commissions, and thereby depriving Plaintiff of the 15% thereof to which he was entitled, they knew they had to terminate Plaintiff's function of calculating each person's entitlement to payment out of commissions received. Therefore, in early 2008, SIMON BERNSTEIN told Plaintiff that the Defendants BERNSTEIN felt that Plaintiff was spending too much time on making the said calculations, and that Plaintiff's time would be better spent in building the business. SIMON BERNSTEIN told

Plaintiff that he and TED BERNSTEIN had decided to pay themselves and Plaintiff identical salaries of not less than $1,000,000 each for 2008, and to distribute any profits beyond the total thus paid to the three owners, the Defendants BERNSTEIN and Plaintiff, according to their respective percentages of ownership, Plaintiff's share being 10%. Plaintiff, having thus far believed he was receiving whatever compensation he was entitled to, and having no reason to realize that this was a ruse to keep him in the dark as to the true state of affairs, readily acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of moneys received.

22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiffs money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in company accounts, for eventual distribution. As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations..

23. In furtherance of their scheme to deprive Plaintiff of salary he had earned and to which he was entitled, Defendants intercepted mail addressed to Plaintiff, removed therefrom commission checks representing full commissions, deposited the same to their own accounts or otherwise converted the funds,, and willfully withhold from Plaintiff his salary. Defendants BERNSTEIN also opened Plaintiff's mail containing checks payable to him which were unrelated to Defendants' business.

24. In 2011, the Defendants BERNSTEIN decided to deceive Plaintiff into giving up

his 10% share in the business. Although he had never seen a stock certificate, Plaintiff had in fact been given K-1 statements reflecting his salary, which appeared to approximate 10% of the net profits or losses of LIC, after salary was paid. TED BERNSTEIN told Plaintiff that their accountants had discovered a taxable event which could cause all the owners of the company to have to pay taxes, and that they thought it would be unfair for Plaintiff to have to pay 10% of that tax, so TED BERNSTEIN promised that if Plaintiff would sign a paper ceding his 10% interest, TED BERNSTEIN would simply hold it and it would not become operative unless the tax liability came to exist. Plaintiff was assured that nothing would happen with the stock ownership until Plaintiff and the Defendants BERNSTEIN discussed the situation further after the Holiday Season.

25. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon Plaintiff as described in preceding paragraphs 20 through 24, Plaintiff was reasonably of the belief that Defendants had complied , or intended to comply, with their material obligations to Plaintiff under the contract between them, and therefore was prevented from knowing, for a period of years, that these causes of action existed. The acts of Defendants in making false statements and withholding material information continues from its inception to the date of the filing hereof.

I. ACCOUNTING
(Against LIC and ARBITRAGE, for Accounting as to Withholding of Money Due Plaintiff)

26. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

27. The relationship between Plaintiff and the Defendants, particularly as affected by

Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

28, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just

and appropriate.

II. ACCOUNTING
(Against TED S. BERNSTEIN and SIMON BERNSTEIN, for Accounting as to Money Due to Plaintiff Which Said Defendants Converted)

29. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

30. The relationship between Plaintiff and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

31, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a

share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as said commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just and appropriate.

III. BREACH OF ORAL CONTRACT
(Against All the Defendants)

32. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

33. The arrangement between Plaintiff and Defendants as described in paragraphs 11 and 13 above, and as modified by the parties as further described above, constituted a contract between them.

34. An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff, fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason

35. The parties initially performed the duties required of them under said contract.

36. However, as described above in paragraphs 20 through 25, inclusive, Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract.

37. Defendants did withhold such moneys due Plaintiff.

38. The withholding of such moneys constituted a material breach of the contact between Plaintiff and Defendants.

39. There is therefore due to Plaintiff from Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

IV. BREACH OF IMPLIED COVENANT Of GOOD FAITH and FAIR DEALING

40. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 33 through 38, inclusive.

41. The said contract, as a matter of law, contained an implied covenant of good faith and fair dealing, obligating the parties to honor every express term of the agreement..

42. Among the express terms of the oral contract between the parties were (a) that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him.

43. Through their actions as described in preceding paragraphs 20 through 25, inclusive, the Defendants willfully breached the said express of the contract.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for

the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

V. BREACH OF FIDUCIARY DUTY

41. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

42. Plaintiff reposed full confidence in the defendants BERNSTEIN, and trusted them and relied on them to be as good as their word and to deal honestly with him, for a variety of reasons. Plaintiff knew of SIMON BERNSTEIN as a major figure in the insurance industry, prior to their becoming parties to the agreement involved herein. Moreover, Plaintiff and the Defendants BERNSTEIN had formed a social relationship which had grown into what Plaintiff regarded as friendship. Moreover, as the initial situation under their contractual relationship had Plaintiff receiving all information as to commissions received and calculating the amount of money due to Plaintiff and the Defendants BERNSTEIN, as ,mentioned in preceding paragraphs 21 and 22, and also because Plaintiff was told he had been given a minority shareholder interest in LIC, Plaintiff reasonably felt that the Defendants would deal with Plaintiff honestly and fairly, and that the Defendants had no intention of hiding from Plaintiff any information as to the amounts due Plaintiff or as to the Defendants' intention of paying said amounts to Plaintiff

43. Moreover, when Defendants proposed to Plaintiff that Plaintiffs cease being the one to calculate moneys due the parties out of commissions received, the Plaintiff trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly.

44. Furthermore, when Defendants BERNSTEIN made statements to Plaintiff as to why payments due him were not being paid, as described, for example, in preceding paragraphs 22 through 25, inclusive, and 42, he trusted Defendants to be telling Plaintiff the truth,

45. As a result of the foregoing, a fiduciary relationship existed between Defendants BERNSTEIN and Plaintiff, and there existed in Plaintiff complete confidence and trust in the said Defendants, of which confidence and trust said Defendants were well aware.

46. Defendants BERNSTEIN accepted the trust which Plaintiff reasonably placed in them.

47 Through Defendants' willful misrepresentations and withholding of material information as to their intentions and the purposes for which Plaintiff's payments were not being paid, and through their diversion from Plaintiff of amounts which should have been paid to him, Defendants abused and betrayed Plaintiff's trust and confidence in them, to Plaintiff's great detriment, in that he has been deprived of the said amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records, and a full accounting by them.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VI. CIVIL THEFT
Against All Defendants

48. This is an action for Civil Theft under Chapter 772, Florida Statutes, more

specifically §772.11, Fla.Stats.

49. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

50. All funds which Defendants' records will reveal are due to Plaintiff but which have been deposited to any of the Defendants' accounts or which have been received by any Defendant or diverted by any Defendant to any recipient but Plaintiff are the specific funds to which this Count relates.

51. By refusing to pay to Plaintiff funds due him under their agreement, and by paying said sums to themselves or to others, Defendants have been guilty of criminal theft by conversion, which has been and continues to be performed by Defendants with the criminal intent of stealing his money and depriving him of the possession and use thereof.

52. Written demand for payment of all amounts due Plaintiff has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for three times the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, and such other remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

VII. FRAUD
(Against All Defendants)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated

herein, preceding paragraphs 1 through 24, inclusive.

54. Defendants, with the intent to defraud Plaintiff by preventing his receipt of moneys due him from Defendants as commissions, salary, distributions, expenses, and otherwise, made false statements to him and withheld material information from him, all as specifically set forth in preceding paragraphs 20 through 24 above.

55. At the time said statements were made, Defendants knew that they were material and false, and that Plaintiff would rely thereon. At the time said material information was withheld from Plaintiffs, Defendants knew that the information being withheld was material, and that the withholding of the information would cause Plaintiff to rely on the absence of said information

56. Defendants intended for Plaintiff to rely on said false statements of material fact and to rely on the absence of the material facts which were withheld.

57. Plaintiff did rely on the false statements and the withholding of material information, and was damaged thereby. Through the loss the possession and use of moneys due him but withheld by Defendants under their scheme to defraud him of said money.

58. The behavior of Defendants in deceiving Plaintiff and in abusing the trust they had engendered in Plaintiff, as set forth in preceding paragraphs 42 through 47, which are incorporated herein by reference as if expressly restated herein, was in willful and conscious disregard of his rights, and was of such a concerted, premeditated, and outrageous nature as to go beyond the bounds of decency, and constituted rampant fraud.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VIII. EQUITABLE LIEN

59. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 54 through 58, inclusive.

60. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

61. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish an equitable lien in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the

diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

IX. CONTRACT IMPLIED IN LAW

62. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 25, inclusive.

63. By keeping the moneys due Plaintiff, Defendants have been unjustly enriched.

64. By agreeing to permit Defendants to receive, possess and control the paperwork revealing commissions received, and by agreeing that Defendants would assume the function of calculating amounts due the parties, Plaintiff conferred on Defendants the benefit of controlling the disposition of the funds received, including those due Plaintiff. The Defendants, having induced Plaintiff to confer said benefit, knew of the benefit and accepted and retained the benefit and abused it to defraud the Plaintiff.

65. The Circumstances are such that it would be inequitable for the Defendants to retain the benefit of the possession and use of funds due Plaintiff

WHEREFORE, Plaintiff prays for judgment that there exists a contract implied in law with the terms against Defendants described above, and for judgment against all Defendants, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

X. CONSTRUCTIVE TRUST

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

67. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

68. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

.WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish a constructive trust in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

XI. INDEMNIFICATION

69. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

70. When Defendants entered the arrangement with Plaintiff described in preceding paragraph 13, SIMON BERNSTEIN, acting for himself and on behalf of the corporate Defendants and TED BERNSTEIN, and for their collective and shared benefit, told Plaintiff that it would be better for the simplicity of administration, if Plaintiff would arrange for all commissions, paid by insurance companies for sales of the said product by the Defendant companies, to be paid in the name of Plaintiff., even though Plaintiff would ultimately receive only 15% thereof.

71. Plaintiff, believing the representation that this was being requested solely to simplify bookkeeping and administration, agreed to receive all commissions in his own name, even though the bulk of each commission would become the property of the various Defendants.

72. At the time Defendants, through SIMON BERNSTEIN, represented to Plaintiff that the reason for their request that Plaintiff receive all commissions solely in his own name was for administrative simplicity, they knew that they had an ulterior motive in making this request. Their said motive was that, in the event any insurance company which had paid a commission for sale of the said product were to request a full refund of the commission on the ground that the insurance client or the broker had falsified the application for the policy, Defendants intended to disclaim liability therefor, and to avoid personal and corporate responsibility for any requests for refund of commissions paid, even though they collectively have received 85% of each such commission.

73. Plaintiff, acting in good faith, did not realize that Defendants were concealing this motive, or that such was their motive, and he reasonably relied on their representations as to the reason for the request, to his detriment.

74. As a direct and proximate result of the Defendants' representations, Plaintiff will have nominal full liability for refund of any commissions thus sought to be refunded as described in preceding paragraph 72. Such liability creates the certainty that requests for refunds will be made solely to Plaintiff, even though Defendants received 85% of the commissions.. Such disproportionate and unfair liability has been caused by the willful misrepresentation by Defendants.

75. Plaintiff was without fault in reasonably relying on the said representations.

76. Defendants were solely at fault in creating the said liability.

77. There was a special relationship between Plaintiff and the Defendants, because Plaintiff was acting as the nominal agent for Defendants in receiving in his name 100% of the commissions, making him vicariously liable for the refund of the 85% of commissions which were retained by Defendants for their own benefit.

78. Moreover, Defendants had ceased to pay Plaintiff any commissions. Instead, as an employee he was now receiving a salary. To reflect Plaintiff's successful generation of Defendants' business, Defendants made Plaintiff's salary approximate 15% of the amount of commissions received. Nonetheless, as Plaintiff was not receiving any share of commissions *per se*, he should not have his indemnification limited to 85%, but rather it should be to the full 100% of all commissions being refunded.

WHEREFORE, Plaintiff prays for a Judgment in his favor, and against all Defendants, Adjudicating them under an obligation to defend, hold harmless and indemnify Plaintiff from

and against refund claims for said commissions, to the extent of 100% thereof, and for such other and further relief as the Court shall deem just and appropriate.

July 30, 2012

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F

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

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

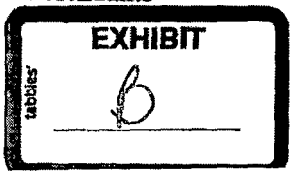
WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants



Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602
(As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12 day of FEBRUARY, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: Peter M. Feaman
Peter M. Feaman
Florida Bar No.: 0260347

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of
PETER M. FEAMAN, P.A.
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Nancy E. Guffey, Esq.
Of Counsel

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Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE/GUARDIANSHIP DIVISION IY
CASE NO.: 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE,
Petitioner,
vs.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY & PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.
_____/

TRANSCRIPT OF PROCEEDINGS
BEFORE
THE HONORABLE MARTIN H. COLIN

South County Courthouse
200 West Atlantic Avenue, Courtroom 8
Delray Beach, Florida 33344

Friday, September 13, 2013
1:30 p.m. - 2:15 p.m.

Stenographically Reported By:
JESSICA THIBAULT

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APPEARANCES

On Behalf of the Petitioner:
ELIOT IVAN BERNSTEIN, PRO SE
2753 NW 34th Street
Boca Raton, Florida 33434



MR. MANCERI: That's when the order was signed, yes, your Honor.
THE COURT: He filed it, physically came to court.
MR. ELIOT BERNSTEIN: Oh.
THE COURT: So let me see when he actually filed it and signed the paperwork. November. What date did your dad die?
MR. ELIOT BERNSTEIN: September. It's hard to get through. He does a lot of things when he's dead.
THE COURT: I have all of these waivers by Simon in November. He tells me Simon was dead at the time.
MR. MANCERI: Simon was dead at the time, your Honor. The waivers that you're talking about are waivers from the beneficiaries, I believe.
THE COURT: No, it's waivers of

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accountings.
MR. MANCERI: Right, by the beneficiaries.
THE COURT: Discharge waiver of service of discharge by Simon, Simon asked that he not have to serve the petition for discharge.
MR. MANCERI: Right, that was in his petition. When was the petition served?
THE COURT: November 21st.
MR. SPALLINA: Yeah, it was after his date of death.
THE COURT: Well, how could that happen legally? How could Simon --
MR. MANCERI: Who signed that?
THE COURT: -- ask to close and not serve a petition after he's dead?
MR. MANCERI: Your Honor, what happened was is the documents were submitted with the waivers originally, and this goes to Mr. Bernstein's fraud allegation. As you know, your Honor, you have a rule that you have to have your waivers notarized. And the original waivers that were submitted were not notarized, so they were kicked back by the clerk. They were then notarized by a staff person from Tescher and Spallina admittedly in error. They

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should not have been notarized in the absentia of the people who purportedly signed them. And I'll give you the names of the other siblings, that would be Pamela, Lisa, Jill, and Ted Bernstein.

THE COURT: So let me tell you because I'm going to stop all of you folks because I think you need to be read your Miranda warnings.

MR. MANCERI: I need to be read my Miranda warnings?

THE COURT: Everyone of you might have to be.

MR. MANCERI: Okay.

THE COURT: Because I'm looking at a formal document filed here April 9, 2012, signed by Simon Bernstein, a signature for him.

MR. MANCERI: April 9th, right.

THE COURT: April 9th, signed by him, and notarized on that same date by Kimberly. It's a waiver and it's not filed with The Court until November 19th, so the filing of it, and it says to The Court on November 19th, the undersigned, Simon Bernstein, does this, this, and this. Signed and notarized on April 9, 2012. The notary said that she witnessed Simon

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sign it then, and then for some reason it's not filed with The Court until after his date of death with no notice that he was dead at the time that this was filed.

MR. MANCERI: Okay.

THE COURT: All right, so stop, that's enough to give you Miranda warnings. Not you personally --

MR. MANCERI: Okay.

THE COURT: Are you involved? Just tell me yes or no.

MR. SPALLINA: I'm sorry?

THE COURT: Are you involved in the transaction?

MR. SPALLINA: I was involved as the lawyer for the estate, yes. It did not come to my attention until Kimberly Moran came to me after she received a letter from the Governor's Office stating that they were investigating some fraudulent signatures on some waivers that were signed in connection with the closing of

6/22/95

Form SS-4 (Rev. August 1989) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

OMB No. 1545-0003 (Expires 7-31-92)

65-6178916

1 Name of applicant (True legal name) (See instructions.)
Simon Bernstein Irrevocable Insurance Trust

2 Trade name of business, if different from name in line 1

3 Executor, trustee, "care of" name
Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

4b City, state, and ZIP code
Boca Raton, FL 33496

5a Address of business (See instructions.)

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▷ (Social Sec. No.) 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Individual SSN
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▷
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Personal service corp.
- ☐ National guard
- ☐ Federal government/military
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative
- ☐ Church or church controlled organization

If nonprofit organization enter GEN (if applicable)

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▷ | Foreign country | State

9 Reason for applying (Check only one box)

- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▷
- ☐ Banking purpose (specify) ▷
- ☐ Changed type of organization (specify) ▷
- ☐ Purchased going business
- ☒ Created a trust (specify) ▷ Insurance Trust
- ☐ Other (specify) ▷

10 Date business started or acquired (Mo., day, year) (See instructions.)
June 1, 1995

11 Enter closing month of accounting year. (See instructions.)
December 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ▷

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0." ▷	Nonagricultural	Agricultural	Household

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No
If "Yes," enter name of business. ▷

15 Principal activity or service (See instructions.) ▷

16 Is the principal business activity manufacturing? ☐ Yes ☐ No
If "Yes," principal product and raw material used ▷

17 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☐ N/A
☐ Public (retail) ☐ Other (specify) ▷

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: If "Yes," please complete lines 18b and 18c.

18b If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.
True name ▷ Trade name ▷

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Telephone number (include area code) 407-477-9991

Name and title (Please type or print clearly.) ▷ Shirley Bernstein, Trustee

Signature ▷ X Date ▷ June 21, 1995

Note: Do not write below this line. For official use only.

Please leave blank ▷	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. U.S. Government Printing Office: 1989-267-131/00163 Form SS-4 (Rev. 5-89)

EXHIBIT tabbies D

BT000104

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle): Bernstein, Simon Leon
2. Social Security Number of Deceased:
3. If the Deceased was known by any other names such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.
4. Policy Number(s): 1009208
5. If policy is lost or not available, please explain: unable to locate, policy is 30 years old
6. Deceased's Date of Death: 09/13/12
7. Cause of Death: natural causes
8. ☐ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section: Simon Bernstein Irrevocable Insurance Trust
10. Street Address:
11. City:
12. State and Zip:
13. Daytime Phone Number:
14. Date of Birth:
15. Social Security or Tax ID Number: 605-61-7896
16. Relationship to Deceased:
17. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other
18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship:
19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which has entered into this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed if 2nd claimant if any)

20. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section:
21. Street Address:
22. City:
23. State and Zip:
24. Daytime Phone Number:
25. Date of Birth:
26. Social Security or Tax ID Number:
27. Relationship to Deceased:
28. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other
29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship:
30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which has entered into this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

EXHIBIT tabbies E

ET000100

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivor Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provisions in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will [illegible] settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FORM FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title — Date

Signature of Second Claimant, if any, and Title — Date

BT000101

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (Complete only if trust is claiming benefits)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS

Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item)

___ 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes

___ 2. The GST tax does not apply because the GST tax exemption will offset the GST tax

X 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person

___ 4. The GST tax does not apply because of the reasons set forth in the attached document. (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

___ 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust: Simon Bernstein Irrevocable Insurance Trust

Date of Trust Agreement: 06/21/1995

Date of all Amendments:

Trust Tax ID Number: 65 6178916

Printed Name of Trustee(s)	Signature(s)
a Robert L. Spallina	
b	
c	
d	

BT000103

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: **Insured: Simon L. Bernstein**
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

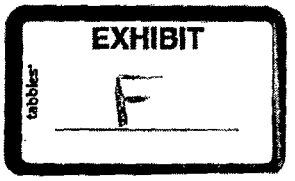
Sincerely,

Robert L. Spallina

ROBERT L. SPALLINA

RLS/km

Enclosures



ST000083

We are going to do what is necessary to have the proceeds paid where they were intended to be paid, as quickly as possible now. If you think I am factually incorrect about any of this, please either call me or email me and explain where I may be wrong. It goes without saying, this is not my expertise. I am processing the same information that everyone else is working with and this is how I see it.

Ted

This is my analysis on the Heritage payout thus far. First, I would like to review the insurance policy as well as the official statements respecting investment returns, use of returns to pay premiums and loans taken from the policy. I understand Ted and Pam have the policy, and do not understand why Mr. Spallina thinks it is curious that I also want to review these materials. Second, I understand the expressed concerns that if the proceeds are paid to the estate then the proceeds would be subject to the claims of creditors of the estate. It is my understanding that the "plan" is to have the proceeds payable to a trust to avoid creditor claims; however, I have also been counseled that if a trust is utilized an estate creditor can challenge the trust transaction as a fraudulent conveyance used to avoid the creditor's claim. We have been told that Dad designated his 1995 trust as his beneficiary with Heritage. We were also told that that trust cannot be located. I would also like to review an affidavit that indicates the precise steps that were taken and by whom and with whom to locate the 1995 trust, and I would imagine that Heritage will require the same. Heritage, we were told, is now saying that the proceeds may have to go to the State under the applicable escheat laws, so Mr. Spallina is telling us that if Heritage accepts a new trust with all potential beneficiaries agreeing to the mechanism, that Heritage may pay the proceeds to this new trust and not to the State. I have been told that the reason the law requires a trust document (and not simply statements from someone who claims they saw the trust) is that it demonstrates Dad's desires, and because Dad had the right to change his mind and thus the beneficiaries under the trust, nothing short of the actual 1995 trust document may be sufficient to Heritage. Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under [Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme.
Regards,

Ted Bernstein - President

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com

EXHIBIT
tabbies
G

BT000052

TS006393

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, January 30, 2013 6:17 AM
To: Robert Spallina
Cc: 'Eliot Ivan Bernstein'
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

Robert, after discussions with my client, he is not in agreement with the plan proposed below. A more formal letter will follow.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 29, 2013 11:43 AM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Robert Spallina
Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

Sent from my iPhone

On Jan 23, 2013, at 1:11 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

BT000053

Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Tuesday, January 29, 2013 3:39 PM
To: Robert Spallina
Subject: Re: Heritage Policy

Thanks

Jill Iantoni
Iantoni_jill@ne.bah.com
Recruiting Services
Booz | Allen | Hamilton

On Jan 29, 2013, at 2:03 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> The claim could be open for a long time but if it is cleared up then the money would be free from creditor claims. I do not know if there is a time frame for a pay out but if the proceeds are paid to the estate then your father's intent is not carried out.
>
> **From:** Jill Iantoni [mailto:jilliantoni@gmail.com]
> **Sent:** Tuesday, January 29, 2013 12:45 PM
> **To:** Robert Spallina
> **Cc:** Jill Iantoni
> **Subject:** Re: Heritage Policy
>
> Hi Robert,
>
> If the money stays at the insurance company until the Bill S. claim is cleared up, can we then decide if ALL five are in agreement and if not, wouldn't that money be free from creditors at that point? Is there a time fram that the money has to leave the insurance company and be paid out?
>
> Thanks.
> Jill
>
> On Tue, Jan 29, 2013 at 10:42 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
>
> I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

BT000062

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, January 24, 2013 3:12 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Estate 1/24/2013

Hi Robert,

thanks for todays call. Three questions.

One, if the 5 kids do NOT all agree that we should split the insurance proceeds amongst the 5 of us, what happens to the insurance proceeds? Can 4 out of 5 (or whatever the number is) over rule and move forward with the court hearing requesting that the insurance proceeds get paid out to the 5 children? If that is a NO, do the proceeds go directly to the estate? If the answer is the 10 grandchildren, will that be subject to creditors or would that money get paid out quickly (just as it would to the 5 of us) and avoid any potential law suit/creditors?

Two, if any of the 5 children have personal counsel representing them, are they allowed to have their bills sent to you/Estate for payment? If yes, is there a provision that the others can put in place that regulates the amount/or a provision that states it come out of their child(ren) portion of the estate?

Can you also clarify, that based on the conversation today, there is a chance that Bill S. case will be null and void and even if it is not, it is not towards Si Bernstein or his estate? Did I understand that correctly?

Thanks so much,

Jill

Robert Spallina

From: Robert Spallina
Sent: Tuesday, January 22, 2013 12:38 PM
To: 'Jill Iantoni'
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: RE: Heritage Policy

We can discuss on Thursday but yes and no

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Tuesday, January 22, 2013 12:36 PM
To: Robert Spallina
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

That time works for me/Jill.

Robert, if the proceeds go to the estate/grandchildren's share, is there a chance that creditors could get this money AND would this amount of 1.7 Million put the estate over 5.1 Million, where it would be taxed?

Thanks
Jill

On Tue, Jan 22, 2013 at 11:16 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

BT000067

TS006397

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, January 22, 2013 1:34 PM
To: Robert Spallina; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Heritage Policy

Robert,

We are in the midst of arranging a phone call between myself, Pam, Eliot, Christine Yates, Jill and Lisa. We were hoping to have that call today but Christine cannot make it until Thursday. I think it is imperative for this call to occur prior to anything else being done, including your call with their legal department. This way, we can establish whether there is going to be an agreement among the 5 of us, or not.

I completely agree with your assessment below of the options available here.

Please feel free to call me to discuss.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

BT000069

TS006398

Donald Tescher

From: eservice@myflcourtaccess.com
Sent: Wednesday, February 12, 2014 9:59 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB - Part 1 of 2
Attachments: - Pages 1 to 57.pdf

This is an automatic e-mail message generated by the ePortal system. Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 02/12/2014 09:57:56 AM ET.

Court: Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #: 502012CP004391XXXXSB
Case Style: IN RE: Estate of Not Available
Document Title: Response To:

Filer: Peter M. Feaman 561-734-5552

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
Alan B Rose	arose@pm-law.com	mchandler@pm-law.com	blewter@pm-law.com
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

TESCHER & SPALLINA, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
561-998-7847

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

INDEX

THE SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

1. Internal Revenue Service Exemption Letter, effective date January 30, 2008
2. Electronic Articles of Incorporation (Filed January 30, 2008)
3. Articles of Incorporation (Filed February 8, 2008)
4. Notice of Employer Identification Number (EIN 26-1868678)
5. Bylaws dated January 31, 2008
6. Statement of Action Taken by Directors in Lieu of Minutes of First Meeting of the Board of Directors, Conflict of Interest Policy and Conflict of Interest Affirmation
7. Form 1023, Application for Recognition of Exemption (with attachments)
8. Form 2848, Power of Attorney and Declaration of Representative

TO REORDER CALL 954-846-9399

RECYCLED PAPER

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 09 2008

SHIRLEY BERNSTEIN FAMILY FOUNDATION INC
C/O ROBERT L SPALLINA
2101 CORPORATE BLVD STE 107
BOCA RATON, FL 33431

Employer Identification Number:
26-1868678
DLN:
17053077342018
Contact Person:
GARY MUTHERT ID# 31518
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Effective Date of Exemption:
January 30, 2008
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a private foundation within the meaning of section 509(a) of the Code. You are required to file Form 990-PF annually.

Please see enclosed Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PF

Letter 1076 (DO/CG)

[redacted]

2

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

Electronic Articles of Incorporation For

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

N08000000944
FILED
January 30, 2008
Sec. Of State
epeterson

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

Article II

The principal place of business address:

7020 LIONS HEAD LANE
BOCA RATON, FL. US 33496

The mailing address of the corporation is:

7020 LIONS HEAD LANE
BOCA RATON, FL. US 33496

Article III

The specific purpose for which this corporation is organized is:

IT IS A CHARITABLE PRIVATE FOUNDATION TO SUPPORT PUBLIC CHARITIES.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

DONALD R TESCHER
2101 CORPORATE BOULEVARD
SUITE 107
BOCA RATON, FL. 33431

I certify that I am familiar with and accept the responsibilities of registered agent.

N08000000944
FILED
January 30, 2008
Sec. Of State
epeterson

Registered Agent Signature: DONALD R. TESCHER

Article VI

The name and address of the incorporator is:

DONALD R. TESCHER
2101 CORPORATE BOULEVARD
SUITE 107
BOCA RATON, FL 33431

Incorporator Signature: DONALD R. TESCHER

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL. 33496 US

Title: T
SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL. 33496 US

Title: S
TRACI KRATISH
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL. 33487 US

[redacted]

3

[redacted]

TO REORDER CALL: 954-846-9399

RECYCLED PAPER

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 10, 2008

ROBERT L. SPALLINA, ESQ. (2ND MAILING)
TESCHER & SPALLINA, P.A.
2101 CORPORATE BLVD., SUITE 107
BOCA RATON, FL 33431

Re: Document Number N08000000944

The Articles of Amendment to the Articles of Incorporation for SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., a Florida corporation, were filed on February 8, 2008.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Thelma Lewis
Document Specialist Supervisor
Division of Corporations

Letter Number: 908A00009129

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 8, 2008, to Articles of Incorporation for SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N08000000944.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Tenth day of March, 2008

Kurt S. Browning
Secretary of State

CR2EO22 (01-07)

FILED
2008 FEB -8 AM 11:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

Shirley Bernstein Family Foundation, Inc.
(Name of corporation as currently filed with the Florida Dept. of State)

N08000000944
(Document number of corporation (if known)

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

The following shall be added as Article VIII:

"Article VIII. Distribution of Assets Upon Dissolution

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt organizations described in Code Sections 501(c)(3) and 170(c)(2) or corresponding sections of any prior or future law, or to the federal, state, or local government for exclusively public purposes."

(Attach additional pages if necessary)
(continued)

The date of adoption of the amendment(s) was: February 1, 2008

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☑ The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☐ There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature _____
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Simon Bernstein
(Typed or printed name of person signing)

President
(Title of person signing)

FILING FEE: $35

[redacted]

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-31-2008

Employer Identification Number:
26-1868678

Form: SS-4

Number of this notice: CP 575 A

SHIRLEY BERNSTEIN FAMILY FOUNDATION
INC
7020 LIONS HEAD LN
BOCA RATON, FL 33496

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-1868678. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments, and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If this information isn't correct as shown above, please correct it using the tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 03/15/2009

If you have questions about the form(s) or the due date(s) shown, you can call or write to us at the phone number or address at the top of this notice. If you need help in determining what your tax year is, see Publication 538, Accounting Periods and Methods, available at your local IRS office or you can download this publication from our website at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1,2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

(IRS USE ONLY) 575A 01-31-2008 SHIR B 9999999999 SS-4

If you're required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, call 1-800-829-3676 and request Publication 966, Electronic Choices to Pay All Your Federal Taxes or visit the IRS website and click on the link for "Electronic IRS" located on the home page. If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, Form 8109-B. To locate the taxpayer assistance center nearest you, visit the IRS website at http://www.irs.gov/localcontacts/index.html. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXFORMS (1-800-829-3676).

The IRS is committed to helping all taxpayers to comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS website at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides the addresses and telephone numbers, including links to their websites. You can also download IRS forms, publications, revenue procedures, and other information from this website.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax related correspondence and documents.

If you have questions, you can call or write to us at the phone number or address at the top of this notice. If you write, please tear off the stub at the end of this notice and send it along with your letter. Thank you for your cooperation.

Note: If you elect to change your corporation to an S corporation, you must file Form 2553, Election by a Small Business Corporation. Tax forms are available at the IRS website at www.irs.gov or by calling 1-800-829-3676.

Note: If you elect to change your business to a corporation, you may need to file Form 8832, Entity Classification Election. See instructions for Form 8832 to determine if you are required to file.

(IRS USE ONLY) 575A 01-31-2008 SHIR B 9999999999 SS-4

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

The Internal Revenue Service has also identified several mistakes commonly made by S corporations and their shareholders. Please review them and call us at 1-800-829-1040 if you have any questions.

* Losses in Excess of Basis - Pursuant to Internal Revenue Code (IRC) section 1366, a shareholder in an S corporation may not deduct S corporation losses in excess of their basis in stock and/or debt. Each shareholder's stock basis and debt (loans from shareholders) basis should be computed annually.

* Taxable Distributions - Pursuant to IRC section 1368, distribution to shareholders in excess of stock basis are generally taxable.

* Gain on Repayment of Loans from Shareholders - where the shareholder previously used debt basis to absorb S corporation losses, subsequent repayments on the loans are generally taxable.

* Compensation to Shareholder - If the shareholder is performing services for the S corporation, be careful not to improperly classify the compensation as payments other than salary (examples: excessive rent, or distributions) in order to avoid employment taxes.

* Fringe Benefits - Certain fringe benefits paid on behalf of a shareholder who owns more than 2% of the stock (or shareholder's family) are taxable. Examples include certain accident, health, and life insurance premiums, meals and lodging, and certain cafeteria plan benefits.

* Accrual of Expenses Due to Shareholders - Pursuant to IRC section 267, an accrual basis corporation may not accrue and deduct expenses (such as rent) due to a cash basis shareholder until the amount is includible in the income of the shareholder (when paid).

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call

( ) -

DATE OF THIS NOTICE: 01-31-2008
EMPLOYER IDENTIFICATION NUMBER: 26-1868678
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SHIRLEY BERNSTEIN FAMILY FOUNDATION INC
7020 LIONS HEAD LN
BOCA RATON, FL 33496

[redacted]

5

[redacted]

RECYCLED PAPER

TO REORDER CALL 954-846-9399

BYLAWS

OF THE

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

(A Florida Not for Profit Corporation)

ARTICLE I. OFFICES

The principal office of the Corporation shall be in the State of Florida. The Corporation shall designate a registered office in accordance with Florida law and shall maintain it continuously. The Corporation may have offices at such other places within and without the State of Florida as the Board of Directors may from time to time determine.

ARTICLE II. MEMBERS

Section 1. Qualification.

Membership is open to all individuals over the age of twenty-one years who are interested in furtherance of the purposes of the Corporation.

Section 2. Membership Classes.

There shall be two classes of Membership:

a. Voting Members. The Corporation shall have Voting Members who shall have all the rights and privileges of Members of the Corporation. The Corporation shall have at least one Voting Member at all times.

b. Nonvoting Members. The Corporation may have Nonvoting Members. All Nonvoting Members shall become Voting Members at such time as there are no serving Voting Members. Unless otherwise specifically stated in these Bylaws to the contrary, all references to "Members" relate to Voting Members and not to Nonvoting Members.

c. No Vested Rights. Regardless of membership class, a Member does not have any vested rights, interests, or privileges in the assets, functions, affairs or franchises of the Corporation or any right, interest, or privilege that is transferable, inheritable, or that may be continued if membership ceases. The Voting Members may by majority vote revoke the membership of any Nonvoting Member at any time.

Section 3. Manner of Admission.

Each application for Voting Member and Nonvoting Member must be sponsored by a Voting Member in good standing. Voting and Nonvoting Members will be admitted upon

the approval of a majority of Voting Members. In the event no persons are serving as a Voting Member or Nonvoting Member, the Board of Directors shall appoint one Voting Member.

Section 4. Annual Meetings.

The purpose of the annual meeting of Members is to elect Directors and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Corporation shall be held at the times and places designated by the President of the Corporation. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members (or the date of the initial meeting of Members, for purposes of the first annual meeting). However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Corporation or the validity of actions of the Corporation.

Section 5. Special Meetings.

Special meetings of Members may be called by the President or by a majority of the Board of Directors then in office or by Members holding one-fourth (1/4) or more of the outstanding votes of the Corporation. The purpose of each special meeting shall be stated in the notice and may only include purposes which are lawful and proper for Members to consider.

Section 6. Place of Meeting.

The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any meeting of Members. If no designation is made, then the place of meeting shall be the principal office of the Corporation in the State of Florida.

Section 7. Notice of Meeting.

Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail not less than three (3) days nor more than twenty (20) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each Member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 8. Waiver of Notice.

A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the

express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Action Without Meeting.

Any action of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken is signed by all of the Members of the Corporation.

Section 10. Voting Record.

If the Corporation has six (6) or more Members of record, the officers having charge of the membership records of the Corporation shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Corporation or at the principal place of business of the Corporation, and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If the requirements of this Section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this Section shall not affect the validity of any action taken at such meeting.

Section 11. Member Quorum and Voting.

A majority of the Voting Members appearing in person or by proxy shall constitute a quorum at a meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

Section 12. Votes.

Each Voting Member shall be entitled to one vote on each matter submitted to a vote at a meeting of Members.

Section 13. Proxies.

Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another Member to act for him by proxy. Every

proxy shall be in writing and shall be signed by the Member or his otherwise duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

Section 14. Corporate Actions.

Regardless of anything herein to the contrary, the following actions may only be taken with the consent of a majority of the Voting Members except as such Members may from time to time authorize:

a. the distribution or payment of corporate assets or income in excess of $500 per month.

b. establishment and the pursuit of any activity, function or policy in connection with the Corporation's tax exempt purposes.

This Section shall not amend, limit or restrict any other right of the Members granted by the Articles of Incorporation, these Bylaws or by law to vote on or direct any corporate action or inaction.

ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers.

Subject to the limitations of the Articles of Incorporation, these Bylaws, and applicable law concerning corporate action that must be authorized or approved by the Members of the Corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Corporation shall be controlled by the Board of Directors.

Section 2. Number, Qualification, Election and Tenure.

The number of Directors shall be the number of Directors elected from time to time in accordance with these Bylaws, but shall never be less than three. The number of Directors may be increased or decreased from time to time by election in accordance with these Bylaws. The Directors need not be Members of this Corporation or residents of Florida. Directors shall be elected by the Voting Members at the annual meeting of Members and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

Section 3. Annual Meeting.

The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

Section 4. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and at such place as shall be determined from time to time by the Board of Directors.

Section 5. Special Meeting.

Special meetings of the Board of Directors may be called by the Chairman of the Board (if there is one), the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Section 6. Telephone Meetings.

Directors may participate in meetings of the Board of Directors by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

Section 7. Action Without Meeting.

Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

Section 8. Notice and Waiver.

Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by telegram to each Director at his address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has

been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 9. Quorum and Voting.

Except as otherwise provided in these Bylaws, a majority of Directors in office shall constitute a quorum for the transaction of business, and the vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

Section 10. Vacancies.

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the Voting Members. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Voting Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

Section 11. Removal.

At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by vote of a majority of the Voting Members then entitled to vote at an election of Directors. New Directors may be elected by the Voting Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted.

Section 12. Presumption of Assent.

A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

ARTICLE IV. OFFICERS

Section 1. Election.

The officers of the Corporation shall consist of a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Directors shall from time to time designate. Any two or more offices may be held by the same person. Officers shall hold office until the date fixed in accordance with these Bylaws for the annual meeting of the Directors next following the election of such officers and until their successors are elected and agree to serve.

Section 2. Duties.

Each person holding a position as an officer shall have such authority and perform such duties as are normally the functions of such position and such other duties as shall from time to time be assigned by the Directors.

Section 3. Removal.

Any Officer, may be removed with or without cause by the Directors by notice in writing delivered to the Officer at his address maintained by the Corporation for this purpose. Such removal shall be effective upon such delivery of such notice.

ARTICLE V. MEMBERSHIP CERTIFICATES

Section 1. Form and Issuance.

Members of the Corporation may be issued certificates signed by the President or a Vice-President, and by the Secretary or an Assistant Secretary. Each membership certificate shall state the following: (a) the name of the Corporation; (b) that the Corporation is organized under the laws of the State of Florida; (c) the name of the person or persons to whom issued; and (d) the class of Membership. The membership certificate itself shall convey no rights or privileges, but shall only be for identification.

Section 2. Lost, Stolen or destroyed Certificates.

The Corporation may issue a new membership certificate in the place of any certificate previously issued if the Member named in the certificate (a) makes proof in affidavit form that it has been lost, destroyed or stolen; (b) requests the issuance of a new certificate; and (c) satisfies any other reasonable requirements imposed by the Corporation.

ARTICLE VI. NONPROFIT OPERATION

The Corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its Members, Directors or Officers without full consideration. The Corporation may contract in due course with its Members, Directors and Officers without violating this provision and may pay reasonable compensation for services to its Directors and Officers.

ARTICLE VII. FISCAL YEAR

The fiscal year of the Corporation shall be the period selected by the Board of Directors as the taxable year of the Corporation for federal income tax purposes.

ARTICLE VIII. INDEMNIFICATION

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act.

ARTICLE IX. ADOPTION; AMENDMENT

Bylaws of the Corporation may be amended, adopted, altered or repealed only upon approval of eighty (80%) percent of the Voting Members.

ARTICLE X. SEAL

The corporate seal of the Corporation will be in circular form embossing in nature and stating "Corporate Seal", "Florida", the name of the Corporation, and its year of incorporation. An impression of the Seal shall be made on the margin of these Bylaws.

CERTIFICATION

I, the undersigned President of the SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., hereby certify that the foregoing is a true and correct copy of the Bylaws of this Foundation and the same are in full force and effect as of the date of my signature below.

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

By:_____
SIMON BERNSTEIN, President

Date: 1/31/08

F:\WPDATA\drt\Bernstein, Shirley & Simon\Shirley Bernstein Family Foundation, Inc\Bylaws of Shirley Bernstein Family Foundation.wpd

[redacted]

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

STATEMENT OF ACTION
TAKEN BY DIRECTORS IN LIEU OF MINUTES OF
FIRST MEETING OF THE BOARD OF DIRECTORS OF THE
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

SIMON BERNSTEIN, SHIRLEY BERNSTEIN and TRACI KRATISH, all of the directors of the above named corporation state that they consent in writing on this ___ day of _____, 2007, to the following action:

1. The directors announced that the Articles of Incorporation of the corporation had been received, approved and filed by the Florida Department of State. A certified copy thereof was exhibited, read and accepted as the charter of the corporation, and then affixed to the Minute Book of the corporation.

2. A proposed set of by-laws for the regulation and management of the affairs of the corporation, was ratified and approved.

3. The following officers were elected to the offices set after their respective names to serve until the next annual meeting of directors and until their successors shall be elected and qualify:

Name	Office
SIMON BERNSTEIN	President
SHIRLEY BERNSTEIN	Treasurer
TRACI KRATISH	Secretary

4. The corporate seal of the corporation, which had been prepared in accordance with the by-laws of the corporation, was adopted as the seal of the corporation. An impression of the seal appears on the margin of the by-laws.

5. The Secretary of the corporation was instructed to purchase all such supplies as might be necessary for the proper conduct of the business of the corporation, such as books, books of account, stationery and office supplies so that proper records could be kept.

6. The expenses pertaining to incorporation were ordered to be promptly paid.

7. The appointment of the following as Registered Agent and the designation of the initial Registered Office of the corporation was ratified and confirmed:

Donald R. Tescher, Esq.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431

8. The President of the corporation was authorized to hire all employees necessary for the

operation of the business of the corporation and to fix their salaries.

9. The corporation hereby adopts Conflict of Interest Policy attached hereto as Exhibit "A".

SIMON BERNSTEIN, Director

SHIRLEY BERNSTEIN, Director

TRACI KRATISH, Director

[Exhibit A]

CONFLICT OF INTEREST POLICY
OF THE
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. **Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. **Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which the Organization has a transaction arrangement,

b. A compensation agreement with the Organization or with any entity or individual with which the Organization has a transaction agreement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not substantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III
Procedures

1. **Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. **Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. **Procedures for Addressing the Conflict of Interest**

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. **Violations of the Conflicts of Interest Policy**

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis

for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of it tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic review shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic review as provided for in Article VII, the Organization may, but need not, use outside advisors, If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

CONFLICT OF INTEREST AFFIRMATION

Pursuant to Article VI of the Conflict of Interest Policy of the SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC. (the "Organization"), the undersigned directors, principal officers and members of committees with governing board delegated powers of the Organization hereby each affirm that he or she:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of it tax-exempt purposes.

Dated: February 4, 2008

SIMON BERNSTEIN

SHIRLEY BERNSTEIN

TRACI KRATISH

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

Form **1023** (Rev. June 2006)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056

Note: *If exempt status is approved, this application will be open for public inspection.*

Use the instructions to complete this application and for a definition of all ***bold*** *items.* For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your **organizing document**) **Shirley Bernstein Family Foundation, Inc.**	**2** c/o Name (if applicable)
3 **Mailing address** (Number and street) (see instructions) Room/Suite **7020 Lions Head Lane**	**4** Employer Identification Number (EIN) **26-1868678**
City or town, state or country, and ZIP + 4 **Boca Raton, FL 33496**	**5** Month the annual accounting period ends (01 - 12) **12**
6 Primary contact (officer, director, trustee, or **authorized representative**) **a** Name: **Robert L. Spallina, Esq.**	**b** Phone: **561-998-7847** **c** Fax: (optional) **561-998-2642**

7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, *Power of Attorney and Declaration of Representative,* with your application if you would like us to communicate with your representative. ☑ **Yes** ☐ **No**

8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role. ☐ **Yes** ☑ **No**

9a Organization's website: **none**

b Organization's email: (optional)

10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ. ☐ **Yes** ☑ **No**

11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) **1 / 30 / 2008**

12 Were you formed under the laws of a **foreign country?** If "Yes," state the country. ☐ **Yes** ☑ **No**

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

1	Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.	☑ **Yes**	☐ **No**
2	Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.	☐ **Yes**	☑ **No**
3	Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.	☐ **Yes**	☑ **No**
4a	Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.	☐ **Yes**	☑ **No**
b	Have you been funded? If "No," explain how you are formed without anything of value placed in trust.	☐ **Yes**	☐ **No**
5	Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.	☑ **Yes**	☐ **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document**. Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

1	Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): **Page 1, Article 3, Paragraph a**	☑
2a	Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.	☑
2b	If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Page 1, Article 6**	
2c	See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: _____	☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present,* and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Simon Bernstein	**member, officer, director**	**7020 Lions Head Lane Boca Raton, FL 33496**	**$0**
Shirley Bernstein	**member, officer, director**	**7020 Lions Head Lane Boca Raton, FL 33496**	**$0**
Traci Kratish	**director**	**950 Peninsula Corp. Cir. #3010 Boca Raton, FL 33487**	**$0**

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
none			

c List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
none			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

2a Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship. ☑ **Yes** ☐ **No**

b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ **Yes** ☑ **No**

c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ **Yes** ☑ **No**

3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☑ **Yes** ☐ **No**

4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☑ **Yes** ☐ **No**

b Do you or will you approve compensation arrangements in advance of paying compensation? ☑ **Yes** ☐ **No**

c Do you or will you document in writing the date and terms of approved compensation arrangements? ☑ **Yes** ☐ **No**

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

d	Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?	☑ Yes	☐ No
e	Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☑ Yes	☐ No
f	Do you or will you record in writing both the information on which you relied to base your decision and its source?	☑ Yes	☐ No
g	If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.		
5a	Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.	☑ Yes	☐ No
b	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?		
c	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?		
	Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.		
6a	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☐ Yes	☑ No
b	Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than $50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☐ Yes	☑ No
7a	Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases.	☐ Yes	☑ No
b	Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.	☐ Yes	☑ No
8a	Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.	☐ Yes	☑ No
b	Describe any written or oral arrangements that you made or intend to make.		
c	Identify with whom you have or will have such arrangements.		
d	Explain how the terms are or will be negotiated at arm's length.		
e	Explain how you determine you pay no more than fair market value or you are paid at least fair market value.		
f	Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.		
9a	Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.	☐ Yes	☑ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors *(Continued)*

b Describe any written or oral arrangements you made or intend to make.

c Identify with whom you have or will have such arrangements.

d Explain how the terms are or will be negotiated at arm's length.

e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.

f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present,* and *planned* activities. (See instructions.)

1a	In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.	☐ Yes	☑ No
b	In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.	☑ Yes	☐ No
2	Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.	☐ Yes	☑ No
3	Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.	☐ Yes	☑ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

1	Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.	☐ Yes	☑ No
2	Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.	☐ Yes	☑ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present,* and *planned* activities. (See instructions.)

1	Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain.	☐ Yes	☑ No
2a	Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.	☐ Yes	☑ No
b	Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.	☐ Yes	☐ No
3a	Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data.	☐ Yes	☑ No
b	Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements.	☐ Yes	☑ No

c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities *(Continued)*

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☐ Yes ☑ No

- ☐ mail solicitations
- ☐ email solicitations
- ☐ personal solicitations
- ☐ vehicle, boat, plane, or similar donations
- ☐ foundation grant solicitations
- ☐ phone solicitations
- ☐ accept donations on your website
- ☐ receive donations from another organization's website
- ☐ government grant solicitations
- ☐ Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ Yes ☑ No

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ Yes ☑ No

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ Yes ☑ No

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ Yes ☑ No

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ Yes ☑ No

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ Yes ☑ No

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ Yes ☑ No

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ Yes ☑ No

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ Yes ☑ No

b Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ Yes ☑ No

Part VIII Your Specific Activities *(Continued)*

11	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.	☑ Yes	☐ No
12a	Do you or will you operate in a **foreign country** or **countries?** If "Yes," answer lines 12b through 12d. If "No," go to line 13a.	☐ Yes	☑ No
b	Name the foreign countries and regions within the countries in which you operate.		
c	Describe your operations in each country and region in which you operate.		
d	Describe how your operations in each country and region further your exempt purposes.		
13a	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.	☑ Yes	☐ No
b	Describe how your grants, loans, or other distributions to organizations further your exempt purposes.		
c	Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.	☐ Yes	☑ No
d	Identify each recipient organization and any **relationship** between you and the recipient organization.		
e	Describe the records you keep with respect to the grants, loans, or other distributions you make.		
f	Describe your selection process, including whether you do any of the following:		
	(i) Do you require an application form? If "Yes," attach a copy of the form.	☐ Yes	☑ No
	(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.	☐ Yes	☑ No
g	Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.		
14a	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.	☐ Yes	☑ No
b	Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.		
c	Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.	☐ Yes	☐ No
d	Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.	☐ Yes	☐ No
e	Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.	☐ Yes	☐ No
f	Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.	☐ Yes	☐ No

Part VIII Your Specific Activities *(Continued)*

15	Do you have a **close connection** with any organizations? If "Yes," explain.	☐ **Yes**	☑ **No**
16	Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain.	☐ **Yes**	☑ **No**
17	Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain.	☐ **Yes**	☑ **No**
18	Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain.	☐ **Yes**	☑ **No**
19	Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.	☐ **Yes**	☑ **No**
20	Is your main function to provide **hospital** or **medical care**? If "Yes," complete Schedule C.	☐ **Yes**	☑ **No**
21	Do you or will you provide **low-income housing** or housing for the **elderly** or **handicapped**? If "Yes," complete Schedule F.	☐ **Yes**	☑ **No**
22	Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. **Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.	☐ **Yes**	☑ **No**

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From 1/08 To 12/31/08	(b) From 1/1/09 To 12/31/09	(c) From 1/1/10 To 12/31/10	(d) From ..... To	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	100,000	200,000	200,000		500,000
	2 Membership fees received					
	3 Gross investment income	1,000	15,000	20,000		36,000
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	8 Total of lines 1 through 7	101,000	215,000	220,000		536,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	10 Total of lines 8 and 9	101,000	215,000	220,000		536,000
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 **Unusual grants**					
	13 Total Revenue Add lines 10 through 12	101,000	215,000	220,000		536,000
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	5,000	15,000	20,000		
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages					
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees	10,000	5,000	5,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)					
	24 Total Expenses Add lines 14 through 23	15,000	20,000	25,000		

Part IX Financial Data *(Continued)*

B. Balance Sheet (for your most recently completed tax year) — Year End: 2008

			(Whole dollars)
	Assets		
1	Cash	1	
2	Accounts receivable, net	2	
3	Inventories	3	
4	Bonds and notes receivable (attach an itemized list)	4	
5	Corporate stocks (attach an itemized list)	5	
6	Loans receivable (attach an itemized list)	6	
7	Other investments (attach an itemized list)	7	100,000
8	Depreciable and depletable assets (attach an itemized list)	8	
9	Land	9	
10	Other assets (attach an itemized list)	10	
11	Total Assets (add lines 1 through 10)	11	100,000
	Liabilities		
12	Accounts payable	12	
13	Contributions, gifts, grants, etc. payable	13	
14	Mortgages and notes payable (attach an itemized list)	14	
15	Other liabilities (attach an itemized list)	15	
16	Total Liabilities (add lines 12 through 15)	16	
	Fund Balances or Net Assets		
17	Total fund balances or net assets	17	100,000
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18	100,000

19 Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. ☐ Yes ☐ No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. ☑ Yes ☐ No

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☑

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☑ No

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐

b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐

c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐

d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X **Public Charity Status** *(Continued)*

e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐

f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐

g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐

h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐

i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period,* provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at *www.irs.gov* or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)	(Type or print name of signer)	(Date)
	(Type or print title or authority of signer)	

For IRS Use Only

IRS Director, Exempt Organizations	(Date)

b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

(i) **(a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐

(ii) **(a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person.** If the answer is "None," check this box. ☐

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) $5,000. If the answer is "None," check this box. ☐

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ **Yes** ☐ **No**

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed $10,000 annually over a 4-year period, you must submit payment of $750. If your gross receipts have not exceeded or will not exceed $10,000 annually over a 4-year period, the required user fee payment is $300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

1	Have your annual gross receipts averaged or are they expected to average not more than $10,000? If "Yes," check the box on line 2 and enclose a user fee payment of $300 (Subject to change—see above). If "No," check the box on line 3 and enclose a user fee payment of $750 (Subject to change—see above).	☐ **Yes**	☑ **No**
2	Check the box if you have enclosed the reduced user fee payment of $300 (Subject to change).		☐
3	Check the box if you have enclosed the user fee payment of $750 (Subject to change).		☑

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here ▶ (Signature of Officer, Director, Trustee, or other authorized official) — **Simon Bernstein** (Type or print name of signer) — 1/31/08 (Date)

President (Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application. Form **1023** (Rev. 6-2006)

Attachment to Form 1023
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.
EIN: 26-1868678

Part IV - Narrative Description of Activities

The organization will serve as a centralized entity for family gift-giving to charitable and other qualified recipients. The organization will receive contributions from various family members and friends, will manage and invest those funds, and oversee the distribution of income and principal amounts to qualified recipients.

Part V, 2.a

SIMON BERNSTEIN and SHIRLEY BERNSTEIN are husband-and-wife.

Part V, 3.a

SIMON BERNSTEIN
Qualifications - Entrepreneur and chief operating officer of a life insurance brokerage firm; assisted other charitable organizations
Average Hours Worked - anticipated to work 200 hours per year
Duties - chief executive officer - strategic mission of organization; assist in selection of charities and other miscellaneous duties

SHIRLEY BERNSTEIN
Qualifications - Entrepreneur with broad range of business experience; assisted other charitable organizations
Average Hours Worked - anticipated to work 100 hours per year
Duties - chief operating officer - oversight of organization; assist in selection of charities and other miscellaneous duties

TRACI KRATISH
Qualifications - assisted numerous other charitable organizations
Average Hours Worked - anticipated to work 10 hours per year
Duties - assist in selection of charities and other miscellaneous duties

Part V, 3.b

SIMON BERNSTEIN is an owner and partner in several business ventures from which he receives compensation. Such businesses and ventures are entirely unrelated to the operation of the organization, and he does not receive compensation through the organization for activities related to such businesses and ventures and does not receive compensation from such businesses and ventures for his activities related to the organization.

Attachment to Form 1023
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.
EIN: 26-1868678

Part V, 5.a

The conflicts of interest policy was adopted at a resolution of the Board of Directors of the organization.

Part VI, 1.b

The organization will distribute, from time to time, funds to charitable and other qualified recipient organizations. It is anticipated that all such recipient organizations will be qualified under Internal Revenue Code §501(c)(3).

Part VIII, 11

The organization has no objection to the receipt of such items, but will not actively seek the contribution of such items and has no present conditions or agreements relating to the contribution of such items.

Part VIII, 13b

The exempt purpose of the organization is to make such gifts.

Part VIII, 13d

No such recipient organizations have yet been identified. It is anticipated that all such recipient organizations will be qualified under Internal Revenue Code §501(c)(3).

Part VIII, 13e

The organization will keep records of the name, address, exempt status, and amount contributed for each recipient organization.

Part VIII, 13f

The Board of Directors will meet on an annual more frequent basis to review potential recipient organizations, and to determine appropriate distribution amounts. Upon confirmation that the organization is authorized to make a distribution without penalty and such distribution is consistent with the exempt organization status of the organization, the distribution will be made.

Attachment to Form 1023
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.
EIN: 26-1868678

Part VIII, 13g

The organization will rely primarily on the continued section 501(c)(3) status of the recipient organizations as evidence that contributions are being properly applied to exempt purposes. Nonetheless, the organization may undertake direct communications with recipient organizations to confirm that contributed funds are being applied in an appropriate manner.

Part IX, 7

The investment decisions have not yet been determined.

Part IX, 15

The recipients and amounts for distributions have not yet been determined.

[redacted]

TO REORDER CALL: 954-846-9399

RECYCLED PAPER

Form **2848**
(Rev. March 2004)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: *Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 Taxpayer information. Taxpayer(s) must sign and date this form on page 2, line 9.

Taxpayer name(s) and address	Social security number(s)	Employer identification number
Shirley Bernstein Family Foundation, Inc. **7020 Lions Head Lane** **Boca Raton, FL 33496**		**26 : 1868678**
	Daytime telephone number **(561) 988-8984**	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	CAF No. / Telephone No. / Fax No. / Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Robert L. Spallina, Esq. **2101 Corporate Blvd., Suite 107, Boca Raton, FL 33431**	CAF No. **0303-22470R** Telephone No. **561-998-7847** Fax No. **561-998-2642**
Donald R. Tescher, Esq. **2101 Corporate Blvd., Suite 107, Boca Raton, FL 33431**	CAF No. **6500-06876R** Telephone No. **561-998-7847** Fax No. **561-998-2642**
	CAF No. Telephone No. Fax No.

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 Tax matters

Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s) (see the instructions for line 3)
Income, Excise	**1023 & related matters**	**2008**

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific uses not recorded on CAF.** . . . . . ▶ ☐

5 Acts authorized. The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative, the power to sign certain returns, or the power to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. See **Unenrolled Return Preparer** on page 2 of the instructions. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Circular 230. See the line 5 instructions for restrictions on tax matters partners.

List any specific additions or deletions to the acts otherwise authorized in this power of attorney: .....

.....

.....

.....

6 Receipt of refund checks. If you want to authorize a representative named on line 2 to receive, **BUT NOT TO ENDORSE OR CASH,** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶

7 **Notices and communications.** Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2.

a If you also want the second representative listed to receive a copy of notices and communications, check this box . . ▶ ☐

b If you do not want any notices or communications sent to your representative(s), check this box . . . . . ▶ ☐

8 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here. . . . . ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

9 **Signature of taxpayer(s).** If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.**

Signature	Date	Title (if applicable)
	1/31/08	President

Print Name	PIN Number	Print name of taxpayer from line 1 if other than individual
Simon Bernstein	☐☐☐☐☐	Shirley Bernstein Family Foundation, Inc.

Signature	Date	Title (if applicable)

Print Name	PIN Number
	☐☐☐☐☐

Part II Declaration of Representative

Caution: *Students with a special order to represent taxpayers in Qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program, see the instructions for Part II.*

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - **a** Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - **b** Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - **c** Enrolled Agent—enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  - **d** Officer—a bona fide officer of the taxpayer's organization.
  - **e** Full-Time Employee—a full-time employee of the taxpayer.
  - **f** Family Member—a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - **g** Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d) of Treasury Department Circular No. 230).
  - **h** Unenrolled Return Preparer—the authority to practice before the Internal Revenue Service is limited by Treasury Department Circular No. 230, section 10.7(c)(1)(viii). You must have prepared the return in question and the return must be under examination by the IRS. See **Unenrolled Return Preparer** on page 2 of the instructions.

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.** See the Part II instructions.

Designation—Insert above letter (a–h)	Jurisdiction (state) or identification	Signature	Date
a	Florida		2/1/08
a	Florida		2/1/08

Bernstein, Estate of Simon
Heritage Union Life Ins. 1009208
11187.006

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

ATTORNEYS
DONALD R. TESCHER
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LAUREN A. GALVANI

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which is the trust listed as beneficiary of the above referenced policy. We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post. We are unable to locate a copy of the original insurance policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Claims Department	Kimberly Moran
Heritage Union Life Insurance Co.	TESCHER & SPALLINA
1275 SANDUSKY RD	4855 Technology Way Suite 720
JACKSONVILLE, IL	BOCA RATON, FL
62650-1155	33431
US	US
800-825-0003	5619977008

Shipment Information:
Tracking no.: 793982449665
Ship date: 11/01/2012
Estimated shipping charges: 17.90

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: e/o Bernstein - 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle)	2. Last 4 digits of Deceased's Social Security No:
Bernstein, Simon Leon	5211

3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.

4. Policy Number(s)	5. If policy is lost or not available, please explain:
1009208	unable to locate, policy is 30 years old

6. Deceased's Date of Death	7. Cause of Death	8.
09/13/12	natural causes	☑ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.
Simon Bernstein Irrevocable Insurance Trust

10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number

14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased
	65-617 8916	

17. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy
- ☐ Other

18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number

25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased

28. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy'
- ☐ Other

29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

_____

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Personal Rep / Trustee	11/1/12
Signature of Claimant and Title	Date
Signature of Second Claimant, if any, and Title	Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

____1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

____2. The GST tax does not apply because the GST tax exemption will offset the GST tax.

__✓__3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

____4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

____5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Simon Bernstein Irrevocable Insurance Trust	06/01/1995
Date of all Amendments	**Trust Tax ID Number**
	65-6178916

Printed Name of Trustee(s) — Signature(s)

a Robert L. Spallina _____

b _____ _____

c _____ _____

d _____ _____

06/21/95 10:48 ☎ 993 0486 SB LEXINGTON SI 002

6/22/95

Form **SS-4** (Rev. August 1989) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

65-6178916

EIN 65-6178916

OMB No. 1545-0003 Expires 7-31-91

1 Name of applicant (True legal name) (See instructions.)
Simon Bernstein Irrevocable ~~Life~~ Insurance Trust

2 Trade name of business if different from name in line 1

3 Executor, trustee, "care of name"
Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

4b City, state, and ZIP code
Boca Raton, FL 33496

5a Address of business. (See instructions.)

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▶ Grantor Soc. Sec. # 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Individual SSN
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▶
- ☐ Personal service corp.
- ☐ National guard
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Federal government/military
- ☐ Church or church controlled organization
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative

If nonprofit organization enter GEN (if applicable)

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▶ | Foreign country | State

9 Reason for applying (Check only one box)

- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▶
- ☐ Banking purpose (specify) ▶
- ☐ Changed type of organization (specify) ▶
- ☐ Purchased going business
- ☒ Created a trust (specify) ▶ Insurance Trust
- ☐ Other (specify) ▶

10 Date business started or acquired (Mo., day, year) (See instructions.)
June 1, 1995

11 Enter closing month of accounting year. (See instructions.)
December 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: *If applicant is a withholding agent, enter date income will first be paid to nonresident alien.* (Mo., day, year) ▶

13 Enter highest number of employees expected in the next 12 months. Note: *If the applicant does not expect to have any employees during the period, enter "0."* ▶	Nonagricultural	Agricultural	Household

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No
If "Yes," enter name of business. ▶

15 Principal activity or service (See instructions.) ▶

16 Is the principal business activity manufacturing? ☐ Yes ☐ No
If "Yes," principal product and raw material used ▶

17 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☐ N/A
☐ Public (retail) ☐ Other (specify) ▶

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: *If "Yes," please complete lines 18b and 18c.*

18b If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.
True name ▶ Trade name ▶

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Telephone number (include area code) 407-477-9991
Name and title (Please type or print clearly.) ▶ Shirley Bernstein, Trustee
Signature ▶ X Date ▶ June 21, 1995

Note: *Do not write below this line. For official use only.*

Please leave blank ▶	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. U.S. Government Printing Office: 1989-262-151/00163 Form **SS-4** (Rev. 8-89)

SIMON LEON BERNSTEIN

Family-Placed Obituary

SIMON LEON BERNSTEIN born in Flint, MI on December 2nd, 1935. He was predeceased by his beloved wife Shirley (Thomas) and is survived by his adoring children; Ted Bernstein (Deborah), Pamela Simon (David "Scooter"), Eliot Bernstein (Candice), Jill Iantoni (Guy), Lisa Friedstein (Jeff). He was the esteemed Zaida of Ally, Eric, Matt, Molly, Michael, Max, Joshua, Carley, Jacob, Julia, and Danny. Simon was the owner of several successful life insurance agencies and product creator extraordinaire. Si was an avid golfer and loved is family and friends dearly. He will be missed. Funeral services are Sunday, September 16th, 2012 at 2:00pm at The Gardens 4103 N. Military Trail, Boca Raton, Florida. Donations may be made to the American Heart Association in lieu of flowers. To express condolences and/or make donations Visit PalmBeachPost.com/obituaries

Published in The Palm Beach Post from September 16 to September 23, 2012

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **PENDING INVESTIGATION**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **PENDING**

b

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:

AUTOPSY PERFORMED?: **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **NO**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **UNKNOWN**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr. JJ ,State Registrar REQ: **2013124648**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

* 3 8 8 1 8 0 8 9 *

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this 7TH day of March, 2013.

~~PAMELA A. BERNSTEIN~~
Pamela B. Simon

S.B. Lexington, Inc.

600 WEST JACKSON BLVD. · SUITE 800 · CHICAGO, IL 60661 · (312) 993-0014 · FAX (312) 993-0485

November 10, 1995

Capitol Bankers Life
Attn: Policyholder Services
735 North Water Street
Post Office Box 2016
Milwaukee, WI 53201

RE: Simon Bernstein
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,

Patti Simosky

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
735 North Water Street P.O. Box 2016
Milwaukee, Wisconsin 53201
414-277-9998

REQUEST LETTER

TO: Capitol Bankers Life Insurance Co.

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not enclosed as instructed below.
(is or is not)

☐ CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

☐ POLICY LOAN (Do not send policy)

☐ I request a policy loan of $ _____ or the maximum loan value, if less.

☐ I request policy loan to pay current premium due.

☐ CHANGE OF OWNERSHIP FROM _____ to _____
(Print old owner name) (Print new owner name)

ADDRESS _____

☐ EXTENDED TERM INSURANCE (Do not send Policy)
I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked.

☐ AUTOMATIC PREMIUM LOAN (Do not send Policy)
Make the Automatic Premium Loan provision effective, if provided in the policy

☐ PAID-UP INSURANCE (Send Policy)
I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available.

☐ CASH SURRENDER (Send Policy)
Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

☐ CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)
Change name of: ☐ Insured ☐ Owner

From _____ to _____
(Print old name) (Print new name)

State reason for change: _____

(If the person whose name is to be changed is the policyholder, both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

☒ CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary: (Payee at death of Insured)

LASALLE NATIONAL TRUST, N.A. TRUSTEE

Successor: (Substitute payee if no Primary payee living)

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995 TRUST

☐ OTHER REQUEST (Write request and send policy, if it is to be changed.)

Agent	Date	Personal Signature of Old Owner, if Ownership Change
	11-7-95	LASALLE NATIONAL TRUST, N.A. By: Nika Lytcomber
Agent	Date	Personal Signature of Policyholder (Owner)

PHSI (1/79)

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

803-322-3142 • 800-
FAX: 803-292-4005

November 27, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO , IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST,N.A.
TRUSTEE
CONTINGENT-SIMON BERNSTEIN INS.
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
CBL Service Center

S.B. Lexington, Inc.
(Employer)

EMPLOYEE DEATH BENEFIT PLAN AND TRUST

"PLAN AND TRUST"
BENEFICIARY DESIGNATION

Simon L. Bernstein

(PLEASE PRINT OR TYPE NAME OF MEMBER OR AUXILIARY MEMBER)

I hereby designate, in accordance with the terms of said Plan and Trust as it is or may be amended:

NAME OF BENEFICIARY	RELATIONSHIP
Simon Bernstein Irrevocable Insurance Trust	as Primary Beneficiary
	as Contingent Beneficiary/ies

as the person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and the Adoption Form adopted by my Employer.

Signature: _____ Date: 8-26-95
MEMBER OR AUXILIARY MEMBER

Instructions:

(1) This form should be filed by the Trustee. A photo copy should be retained by the Member or Auxiliary Member.

(2) This recommendation of beneficiary shall be effective upon receipt by the Trustee.

(3) Where more than one beneficiary is designated, the proportion to be paid to each should be indicated, and if desired, provision for a contingent beneficiary if a first-named beneficiary predeceases the Member or Auxiliary Member can be included.

(4) This designation of beneficiary may be changed or revoked at any time by written instruction to the Trustee or by filing a new designation with the Trustee.

(5) This designation of beneficiary shall be disregarded if received by the Trustee after the death of the Member or Auxiliary Member.



CORPORATION FILE DETAIL REPORT

Entity Name	S. B. LEXINGTON, INC.	**File Number**	50241858
Status	DISSOLVED		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	05/17/1973	**State**	ILLINOIS
Agent Name	DAVID B SIMON	**Agent Change Date**	05/17/1990
Agent Street Address	600 W JACKSON BLVD	**President Name & Address**	SIMON BERNSTEIN 600 W JACKSON #800 CHGO 60606
Agent City	CHICAGO	**Secretary Name & Address**	VOLUNTARY DISSOLUTION 04 03 98
Agent Zip	60661	**Duration Date**	PERPETUAL
Annual Report Filing Date	00/00/0000	**For Year**	1998

Return to the Search Screen

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

800-825-0003
FAX: 864-609-4005

April 3, 1998

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

RE: [redacted]
Policy #[redacted]

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy is as follows:

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
Capitol Bankers Life Insurance Company

DONNA HADLEY
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

Select Year: 2011 Go

The 2011 Florida Statutes

Title VI | Chapter 86 | View Entire Chapter

CIVIL PRACTICE AND PROCEDURE | DECLARATORY JUDGMENTS

86.011 Jurisdiction of trial court.—The circuit and county courts have jurisdiction within their respective jurisdictional amounts to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed. No action or procedure is open to objection on the ground that a declaratory judgment is demanded. The court's declaration may be either affirmative or negative in form and effect and such declaration has the force and effect of a final judgment. The court may render declaratory judgments on the existence, or nonexistence:

(1) Of any immunity, power, privilege, or right; or

(2) Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future. Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in the same action.

History.—s. 1, ch. 21820, 1943; s. 2, ch. 29737, 1955; s. 38, ch. 67-254; s. 3, ch. 90-269.

Note.—Former s. 87.01.

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Select Year: 2011 Go

The 2011 Florida Statutes

Title VI | Chapter 86 | View Entire Chapter

CIVIL PRACTICE AND PROCEDURE | DECLARATORY JUDGMENTS

86.041 Actions by executors, administrators, trustees, etc.—Any person interested as or through an executor, administrator, trustee, guardian, or other fiduciary, creditor, devisee, legatee, heir, next of kin, or cestui que trust, in the administration of a trust, a guardianship, or of the estate of a decedent, an infant, a mental incompetent, or insolvent may have a declaration of rights or equitable or legal relations in respect thereto:

(1) To ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others; or

(2) To direct the executor, administrator, or trustee to refrain from doing any particular act in his or her fiduciary capacity; or

(3) To determine any question arising in the administration of the guardianship, estate, or trust, including questions of construction of wills and other writings.

For the purpose of this section, a "mental incompetent" is one who, because of mental illness, mental retardation, senility, excessive use of drugs or alcohol, or other mental incapacity, is incapable of either managing his or her property or caring for himself or herself, or both.

History.—s. 4, ch. 21820, 1943; s. 38, ch. 67-254; s. 1, ch. 88-33; s. 459, ch. 95-147.

Note.—Former s. 87.04.

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561 239 2986 (Diane)
312 804 2318 (Jill)
847 577 4621 (Lisa)

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$27,238.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	142,235.30	73,436.63	11,824.78	1,689,070	61,611.85
31	12/27/13	78	108,952.00	73,810.76	8,810.26	1,689,070	65,000.50
32	12/27/14	79	108,952.00	64,248.27	0.00	0.00	68,575.53

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$43,372.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	174,503.30	102,477.46	40,865.61	1,689,070	61,611.85
31	12/27/13	78	173,488.00	165,847.30	100,846.80	1,689,070	65,000.50
32	12/27/14	79	173,488.00	227,104.25	158,528.72	1,689,070	68,575.53
33	12/27/15	80	173,488.00	286,167.47	213,820.29	1,689,070	72,347.18
34	12/27/16	81	173,488.00	343,201.32	266,875.04	1,689,070	76,326.28
35	12/27/17	82	173,488.00	398,567.96	318,043.74	1,689,070	80,524.22
36	12/27/18	83	173,488.00	452,043.80	367,090.75	1,689,070	84,953.06
37	12/27/19	84	173,488.00	503,502.23	413,876.75	1,689,070	89,625.47
38	12/27/20	85	173,488.00	552,081.80	457,526.92	1,689,070	94,554.86
39	12/27/21	86	173,488.00	597,102.31	497,346.92	1,689,070	99,755.39
40	12/27/22	87	173,488.00	637,705.64	532,463.70	1,689,070	105,241.94
41	12/27/23	88	173,488.00	672,791.32	561,761.08	1,689,070	111,030.25
42	12/27/24	89	173,488.00	701,141.93	584,005.02	1,689,070	117,136.91
43	12/27/25	90	173,488.00	723,858.74	600,279.30	1,689,070	123,579.44
44	12/27/26	91	173,488.00	742,908.10	612,531.79	1,689,070	130,376.31
45	12/27/27	92	173,488.00	759,584.94	622,037.93	1,689,070	137,547.01
46	12/27/28	93	173,488.00	773,440.57	628,328.48	1,689,070	145,112.09
47	12/27/29	94	173,488.00	779,190.20	626,096.95	1,689,070	153,093.26
48	12/27/30	95	173,488.00	768,250.85	606,737.46	1,689,070	161,513.39
49	12/27/31	96	173,488.00	734,412.66	564,016.04	1,689,070	170,396.62
50	12/27/32	97	173,488.00	676,439.95	496,671.51	1,689,070	179,768.44
51	12/27/33	98	173,488.00	582,761.55	393,105.85	1,689,070	189,655.70
52	12/27/34	99	173,488.00	436,938.93	236,852.16	1,689,070	200,086.76
53	12/27/35	100	173,488.00	213,270.09	2,178.56	1,689,070	211,091.54

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

4934 Claims

May 10, 2012

SIMON BERNSTEIN
C/O DIANA
FAX # 561-[redacted]-0833
C08-11
188

Insured Name: SIMON C/O DIANA BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09652475

Dear SIMON BERNSTEIN:

Thank you for contacting Heritage Union Life Insurance Company.

Enclosed are copies of all of the forms and letters concerning the beneficiaries and owner of the policy. We do not have any copy of the trust documents on file.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Word Form

NO. 598 P. 1

MAY. 10. 2012 3:05PM

I OF APPLICATION TO [redacted]

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
Home Office: Minneapolis, Minnesota
Administrative Office: 735 North Water St. P.O. Box 2816
Milwaukee, Wisconsin 53201 (414) 277-9998

(For an Annuity "Proposed Insured" means "Annuitant") 1009208

PERSONS TO BE INSURED (Print First Name, Middle Initial, Last Name)	Sex	Age	Birthdate	State of Birth	Build Ht.	Build Wt.	Social Security Number
PROPOSED INSURED SIMON BERNSTEIN	M		12/3/35	MICH			371-32-5211
SPOUSE (if to be insured or Payor)							

DEPENDENT CHILDREN IF TO BE INSURED	NAME	Age	BIRTHDATE Mo. Day Yr.	NAME	Age	BIRTHDATE Mo. Day Yr.

Residence Address 620 N. SHERIDAN RD. Employer S.B. LEXINGTON, INC.
City GLENCOE State ILL. Zip 60022 Business Address 9933 LAWLER
County _____ Telephone No. _____ Occupation EXECUTIVE

Proposed insured will be owner of policy unless otherwise indicated.
Owner's Name First Arlington National Bank, Trustee Social Security Number _____
Mailing Address Of S.B. Lexington, Inc. Employee Death Benefit Trust
Relationship to Proposed Insured _____

	Yes	No
1. Is this insurance intended to replace or modify any insurance or annuity now carried?	☐	☒
2. Are there any other applications now pending for Life or Health Insurance?	☐	☒
Has any person to be covered:		
3. Flown in past 3 years other than as a fare paying passenger or is such contemplated?	☐	☒
4. Ever participated in sky diving, skin diving, scuba diving, auto racing, mountain climbing or any avocation of a similar nature?	☐	☒
5. Had drivers license suspended or revoked? Drivers license number _____	☐	☒
6. Do you now smoke cigarettes?	☐	☒
7. If no, have you ever smoked cigarettes?	☐	☐
8. If yes, when did you stop? _____		

LIFE INSURANCE OR ANNUITY APPLIED FOR:

Plan CVL
Amount $2,000,000.
☐ Level Term for _____ Yr. $ _____
☐ Reducing Term for _____ Yr. $ _____
☐ Waiver of Premium ☐ G.P.O. _____ Units
☐ ADB ☐ Other

If available, automatic premium loan provision? Yes ☒ No ☐
Premiums ☒ Ann. ☐ Qtr. ☐ List Bill ☐ Other
Payable ☐ S.A. ☐ PAC ☐ Allotment

Total insurance in force?
(If space is insufficient, enter under Remarks.)

Name of Company	Coverage (Life)	Amount of Acc. Death	Year of Issue
INTER-OCEAN	1,000,000		80

Beneficiaries: (Full names and relationship. If minor, give date of birth.)
Primary? First Arlington National Bank, Trustee of S.B. Lexington, Inc. Employee Death
Contingent? Benefit Trust

Send Notices to* see below
☐ Proposed Insured at Address Above
☐ or to Owner at Address Above ☐ Business Address Above

Remarks/Amendments PLEASE SEND PREMIUM NOTICES TO: * S.B. Lexington, Inc. Employee Death Benefit Plan, c/o National Service Association
9933 Lawler Suite 210
Skokie, Illinois 60077

I represent that the statements and answers given in this application are true and complete to the best of my knowledge and belief. I understand and agree that insurance upon this application will not become effective (A) unless this application is accepted by the Insurance Company during my lifetime and the lifetime of each dependent listed above and (B) unless the first premium is paid in full during my lifetime and the lifetime of each dependent listed above.

ACKNOWLEDGEMENT AND AUTHORIZATION

I hereby acknowledge receipt of a notice titled "Notice to Applicants for Insurance" respecting the filing and distribution of medical information concerning myself and receipt of a notice respecting the Fair Credit Reporting Act. Public Law 91-508.
I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of me or my health to give to the Capitol Bankers Life Insurance Company or its reinsurers any such information. A photographic copy of this authorization shall be as valid as the original.

Is there a replacement involved in this transaction? ☐ Yes ☒ No
Signed at CHICAGO, ILLINOIS
City State
3/2/82
Date
Signature of Proposed Insured

MAY. 10. 2012 3:05PM NO. 5988 P. 2

04/24/92 FAX 312 [illegible] S.B. LEXINGTON 002

National Service Association
600 WEST JACKSON BLVD. • SUITE 800 • CHICAGO, IL 60661 • (312) 993-0537

April 10, 1992

Sheldon Simon
S&S Bag & Burlap Company
1024 W. Kinzie
Chicago, IL 60622

Dear Mr. Simon:

Please sign below to formally remove First of America Trust Company as Trustee and to approve LaSalle National Bank as Successor Trustee.

Please fax immediately to: Sandy Kapsa
National Service Association
600 W. Jackson Boulevard, Suite 800
Chicago, IL 60661

Ms. Marcia Mueller
First of America Trust Company
120 W. State St., P.O. Box 1628
Rockford, IL 61110-0128

Re: S&S Bag & Burlap Company

Dear Ms. Mueller:

This serves as notification to remove First of America Trust Company as our Trustee. The LaSalle National Bank is the Successor Trustee. Please release our complete file and assets to:

LaSalle National Trust, N.A.
135 S. LaSalle Street
4th Floor
Chicago, IL 60603
Attention: Mr. William Kursar

Sincerely,

Sheldon Simon

Title:
S&S Bag & Burlap Company

NO. 598 P. 3 MAY. 10. 2012 3:06PM

National Service Association
600 WEST JACKSON BLVD. · SUITE 600 · CHICAGO, IL 60606 (312) 993-0537

June 5, 1992

Terri Holfert
Capitol Bankers Life
205 E. Wisconsin Avenue
P.O. Box 2016
Milwaukee, WI 53201

Re: Change of Trustees
Simon Bernstein #1009208

Dear Terri:

Enclosed are copies of the removal of First of America Trust Company as trustee, and the appointing of the LaSalle National Trust, N.A. as Successor Trustee for Simon Bernstein/S.B. Lexington, Inc. policy at Capitol Bankers Life Insurance Company.

Please change all records to show LaSalle National Trust, N.A. as Trustee for the above policy.

I have also enclosed a letter from LaSalle National Trust, N.A. accepting the above cases.

If you need any additional information, please let me know.

Sincerely yours,

Sandy Kapsa

Enclosure(s)

JUN 09 1992

MAY. 10. 2012 3:06PM NO. 598 P. 4

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville SC 29602-9191

800-825-0003
FAX 864-609-4565

April 3, 1998

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

RE: SIMON BERNSTEIN
Policy #1009208

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy is as follows:

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
Capitol Bankers Life Insurance Company

DONNA HADLEY
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

04/03/98 FRI 10:23 FAX 1 312 0773 S.T.P. 002
03/30/98 11:22 312 819 0780 SIP ENTERPRISES 002
MAR 27 '98 01:46PM LIBERTY INSURANCE SERVICES P.2

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Post 10127
Greenville, South Carolina 29603-0127
864-609-2142 ● 800-825-0000 ● FAX 864-609-4006

REQUEST LETTER

Use this form to: change address, premium mode, name, beneficiary, or owner; request duplicate policy, surrender, or non-forfeiture option; effect release of interest.

Instructions

a. A separate request form must be completed for each policy.
b. Please print or type all information except signatures.
c. If applicable, the term "insured" also means "annuitant," and the term "policy" also means "contract."

Required Signatures

a. Owner must sign ALL requests.
b. If policy is collaterally assigned, assignee must sign if request number 6 is made.
c. If beneficiary was designated without right of revocation, beneficiary must sign if request number 5 or 9 is made.
d. If owner resides in a community property state, the spouse of the owner must sign if request number 4 is made.
e. If owner is a partnership, each partner must sign if request number 6 or 8 is made.
f. If owner is a corporation, only an authorized officer other than the insured may sign. A resolution of authorization by the corporation board of directors must be attached to this form if request number 6 or 8 is made.
g. "Witness Signature" and "Additional Required Signature" apply to any and all requests within this form.

Insured Simon Bernstein / S.B. Lexington Policy Number 1009208

Owner Lasalle National Trust Telephone Number of Owner (312) 904-2486

Mailing Address of Owner 135 South Lasalle Street Chicago IL 60674
(Number and Street) (City) (State) (Zip Code)

1. ☐ **ADDRESS CHANGE (Owner Only).** The "Mailing Address of Owner" indicated above is a change of address. Change policy records and send all future correspondence and notices to the new address.

2. ☐ **ADDRESS CHANGE (Other than Owner).**
For: ☐ Insured ☐ Assignee ☐ Payor (Billing Address) ☐ Other _____
New Address: _____
(Number and Street) (City) (State) (Zip Code)

3. ☐ **MODE OF PREMIUM PAYMENT CHANGE**
Change Mode to: ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Pre-Authorized Check (attach complete authorization form and voided check)
NOTE: One of the premium due dates of the new mode must be a policy anniversary.

4. ☐ **BENEFICIARY CHANGE**
I hereby revoke all previous beneficiary designations and settlement options for the above policy. The beneficiary shall be as shown below. The rights of the beneficiary will be subject to the rights of any assignee of record.

	FULL NAME OF BENEFICIARY	RELATIONSHIP	% OF PROCEEDS
PRIMARY			
CONTINGENT			

Note: If beneficiary is being changed to a trust, give date of Trust Agreement: _____

5. ☐ **NAME CHANGE FOR:** ☐ Insured ☐ Owner
From _____ to _____
(Give old name) (Give new name)
Reason for change: ☐ Marriage ☐ Divorce ☐ Other: _____
(If the person whose name is to be changed is the policyowner, both the old and the new name must be signed at the bottom of this form on the line "Owner's Signature.")

6. ☒ **OWNERSHIP CHANGE—ABSOLUTE ASSIGNMENT.**
For the value received, I hereby give all benefits, rights, and privileges incident to ownership of the above policy to:
New Owner: Simon Bernstein Soc. Sec/Tax I.D. No. _____
Mailing Address: 7020 Lions Head Boca Raton FL 33496
(Number and Street) (City) (State) (Zip Code)
If ownership is being transferred to a trust, give date of Trust Agreement: _____

MAY. 10. 2012 3:06PM NO. 598 P. 6

7. ☐ **DUPLICATE POLICY** ($10.00 fee required) or ☐ **CERTIFICATE OF INSURANCE** (no fee)
I hereby declare that the above policy was lost or destroyed under the following circumstances:

I agree that, upon issuance of a duplicate policy, the original policy will be null and void, and that, if the original is found, it will be promptly returned to the Company. I agree to hold Capital Bankers Life harmless from any claim or expense under the original policy.

8. ☐ **POLICY LOAN**
☐ I request a policy loan of $_____, or the Maximum Loan Value, if less.
☐ Variable Interest Rate ☐ Fixed Interest Rate
☐ I request a policy loan to pay premiums due:
☐ Variable Interest Rate ☐ Fixed Interest Rate
☐ I request the addition of the Automatic Premium Loan provision to my policy:
☐ Variable Interest Rate ☐ Fixed Interest Rate

Note that a Fixed Rate Loan reduces the cash value and loan amount at anniversary. This transaction may cause premiums to increase.

A Variable Loan affects the values of the policy only upon death or surrender.

If the loan rate option is not specified, the loan will be processed under the loan rate provisions of the policy.

9. ☐ **POLICY SURRENDER.** I am returning the policy. I request a *full surrender.*

INCOME TAX WITHHOLDING NOTICE AND ELECTION: In 1982, Congress passed the Tax Equity and Fiscal Responsibility Act (TEFRA). This law requires that a tax of 10% be withheld from the taxable portion of certain life insurance payments you receive unless you decide not to have tax withheld. Withholding applies only to the taxable portion of the payment you receive and not to the entire payment. The taxable portion, which is subject to withholding, is, in general, equal to the excess of the amount you receive over the total net amount which is considered to be your cost basis for such amount. In many instances, when a life insurance policy is surrendered for its cash value, there is no such excess.

Elect withholding or no withholding by checking the appropriate box below. Please complete this section of this form by signing it and filling in your Social Security Number. *If you do not make a choice, we will withhold 10% for Federal income taxes from any taxable portion of your payment.*

Even if you decide not to have Federal income tax withheld, you are still liable for payment of Federal income tax on the taxable portion of this payment. You may be subject to tax penalties under the Estimated Tax Payment Rules if your payments of estimated tax and withholding, if any, are not sufficient.

PLEASE (✓) ONE BLOCK
☐ I have read the above notice and elect to have no income tax withheld.
☐ I have read the above notice and elect to have income tax withheld.

Resident State _____
Social Security Number* _____
* If not completed properly we may be required to withhold 20% from any distributions of your payments.

10. ☐ **OTHER.** Indicate here any changes not listed on this form, EXCEPT Addition of Riders, Reinstatement, Increase in Death Benefit, Change in Plan, or Conversion.

_____
_____
_____
_____

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT: I understand that this request is subject to the provisions and conditions of the above policy and that the Company may request additional information or impose additional requirement. I agree that my signature shall apply to each request which has been checked on this form and further agree that no request which is not checked will become effective. I certify that the above policy is not pledged or assigned to any other person or corporation, except where stated in the request, and that no proceedings in bankruptcy are pending.

Signed at Chicago IL
City and State

Date 3-31-98

Owner's Signature (Refer to All Required Signatures Needed With This Form)

LA SALLE NATIONAL BANK
By: Linda M. Soucher
Owner's Signature

Joint Owner's Signature, If Applicable

Assignee, Beneficiary, Witness, If Any
(Refer to Any Item in This Form Where Required. Indicate This With Initials in This Space.)

Case: 1:13-cv-03643 Document #: 258-7 Filed: 08/27/16 Page 27 of 1000 PageID #:10717

S.D. Lexington, Inc.
600 WEST JACKSON BLVD. · SUITE 800 · CHICAGO, IL 60661 · (312) 993-0014 · FAX (312) 993-0485

JLY NOV 27 1995

November 10, 1995

Capitol Bankers Life
Attn: Policyholder Services
735 North Water Street
Post Office Box 2016
Milwaukee, WI 53201

RE: Simon Bernstein
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,

Patti Simosky

MAY. 10. 2012 3:06PM NO. 598 P. 8

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
735 North Water Street PO Box 2016
Milwaukee Wisconsin 53201
414-272-9984

REQUEST LETTER JLY NOV 27 1995

TO: Capitol Bankers Life Insurance Co

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not enclosed as instructed below
(is or is not)

☐ CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

☐ POLICY LOAN (Do not send policy)

☐ I request a policy loan of $ _____ or the maximum loan value, if less

☐ I request policy loan to pay current premium due.

☐ CHANGE OF OWNERSHIP FROM _____ to _____
(Print old owner name) (Print new owner name)

ADDRESS _____

☐ EXTENDED TERM INSURANCE (Do not send Policy)
I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked

☐ AUTOMATIC PREMIUM LOAN (Do not send Policy)
Make the Automatic Premium Loan provision effective, if provided in the policy.

☐ PAID-UP INSURANCE (Send Policy)
I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available

☐ CASH SURRENDER (Send Policy)
Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

☐ CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)
Change name of ☐ Insured ☐ Owner

From _____ to _____
(Print old name) (Print new name)

State reason for change: _____
(If the person whose name is to be changed is the policyholder both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

☒ CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary (Payee at death of Insured)
LASALLE NATIONAL TRUST, N.A. TRUSTEE

Successor (Substitute payee if no Primary payee living)
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995 TRUST

☐ OTHER REQUEST (Write request and send policy, if it is to be changed.)

Agent Date Personal Signature of Old Owner, if Ownership Change
LaSALLE NATIONAL TRUST, N.A.
By: Linda Waterman

Agent 11-7-95 Date Personal Signature of Policyholder (Owner)

PHS1 (1/79)

MAY. 10. 2012 3:06PM NO. 598 P. 9

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

803-322-3142 • 800-825-0003
FAX: 803-292-4005

November 14, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO , IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

I am writing this letter in response to your request. The above mentioned policy has been paid to November 27, 1995 by a premium loan.

The status of the loan is as follows:

Net Loan	$5,139.05
Interest	$66.46
Total Gross Loan	$5,205.51

Total Outstanding Loan Balance to 27NOV1995: $26,503.35

If the loan is not repaid by the next anniversary date, the cash value and face amounts will be reduced by the amount of the loan. The premium may increase so that the cash value will equal the policy face amount at the policy target age.

Capitol Bankers Life Insurance Company enjoys serving you. If you have any questions, feel free to contact our office at 1-800-825-0003.

Sincerely,

CBL Service Center

A member of the North American Life Assurance Company Family of Companies

MAY. 10. 2012 3:06PM NO. 598 P. 10

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

803-322-3142 • 800-825-0003
FAX: 803-292-4005

November 27, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO , IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST,N.A.
TRUSTEE
CONTINGENT-SIMON BERNSTEIN INS.
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
CBL Service Center

MAY. 10. 2012 3:06PM NO. 598 P. 11

PAMELA B. SIMON INSURANCE TRUST

PAMELA B. SIMON INSURANCE TRUST

I, PAMELA B. SIMON, transfer the assets described in the attached Schedule to the Trustee. These assets and any other assets that may be received by the Trustee shall be held in trust subject to the provisions of this instrument. This instrument and the trusts it establishes are irrevocable and are not subject to amendment or modification in any manner. I intend to divest myself entirely of all my incidents of ownership in insurance and assets from time to time held in this trust.

ARTICLE I

Original Trust

1.1 **Ownership of Insurance.** The Trustee shall have all incidents of ownership of every insurance policy held in trust, including without limitation the rights to pay premiums from trust income and principal, to exercise any option, election or privilege given under such policy, to change any beneficiary, to borrow any sums of money in accordance with the policy provisions, to use such policy as security for any loan or other purpose, to receive any dividends, earnings or other payments on such policy, to use dividends in any way permissible under such policy, including but not limited to the purchase of additional insurance or the payment of premiums, and to surrender such policy for the cash surrender value. Any instruments executed by the Trustee in connection with any insurance policy shall be binding upon the insurance company and upon every beneficiary.

1.2 **Collection.** After my death the Trustee shall take whatever action the Trustee considers best to collect the proceeds of any policy payable to the Trustee, but the Trustee need not incur expense or take legal proceedings unless indemnified. The Trustee may give a full discharge to any insurance company of its liability under a policy. In the event of forfeiture of any insurance policy for nonpayment of premiums, the Trustee shall collect the cash value of such policy.

1.3 **Special Withdrawal Rights.** I intend that contributions to the Original Trust shall qualify as gifts of present interests for federal gift tax purposes first to the extent of $5,000 per year for my spouse and then to the maximum extent possible for my children. Therefore, my spouse and my children shall have certain withdrawal rights as described in Section 5.1.

1.4 **Distributions During My Life.** Subject to the provisions regarding the payment of premiums under Section 1.1 and the rights of withdrawal under Section 5.1, during my life the Trustee may distribute any part or all of the net income and principal of the Original Trust to any one or more of my spouse (the "primary beneficiary") and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries; provided, however, that no distribution shall be made that would discharge my legal obligation to support any beneficiary. In exercising this discretion, the Trustee shall

give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Original Trust at least annually.

1.5 **Contingent Disposition.** Notwithstanding any other provision, in the event proceeds of any life insurance policy on my life that are payable to the trust are includible in my gross estate as finally determined for federal estate tax purposes, the Trustee shall distribute such proceeds to the then acting Trustee of the PAMELA B. SIMON TRUST, previously established by written instrument, to be dealt with pursuant to its terms in effect at my death or, if such trust is not in existence at my death, the Trustee shall distribute such proceeds to my estate.

ARTICLE II

Family Trust

2.1 **Creation.** If my spouse survives me, upon my death the Trustee shall hold trust assets as the principal of the Family Trust for the benefit of my spouse (the "primary beneficiary") and my family.

2.2 **Discretionary Distributions.** The Trustee may distribute any part or all of the net income and principal of the Family Trust to any one or more of my spouse and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. In exercising this discretion, the Trustee shall give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Family Trust at least annually.

2.3 **Termination.** Upon my spouse's death, the Trustee shall allocate the remaining Family Trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

ARTICLE III

Descendant's Trusts

3.1 **Gift to Descendants.** If my spouse does not survive me, upon my death the Trustee shall allocate trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

3.2 **Withholding.** Any share of any trust allocated for any descendant of mine shall be retained by the Trustee as the principal of a Descendant's Trust for such descendant (the "primary beneficiary") to be added to any Descendant's Trust then held for such beneficiary, or if none, to be retained as a separate Descendant's Trust.

3.3 **Discretionary Distributions.** The Trustee may distribute any part or all of the net income and principal of a Descendant's Trust to any one or more of the primary beneficiary of such Descendant's Trust and the descendants (whenever born) of such beneficiary, in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. Any undistributed net income shall be added to the principal of such Descendant's Trust at least annually.

3.4 **Right to Withdraw Principal.** After the primary beneficiary of a Descendant's Trust has attained age 25, such beneficiary may withdraw any part or all of the principal of such trust, provided that such withdrawals do not exceed in the aggregate: one-third in value before such beneficiary has attained age 30, nor two-thirds in value before such beneficiary has attained age 35. Such rights of withdrawal shall be exercised by written instruments delivered to the Trustee during such beneficiary's lifetime. The "value" to which such fractions apply shall be the sum of:

(a) The value of trust principal as of the time when such beneficiary first becomes entitled to request such fraction;

(b) The value of any amounts withdrawn under this Section prior to such time, valued as of the date of withdrawal; and

(c) The value of any additions to such Descendant's Trust after such time, valued as of the date of addition.

3.5 **Termination.** Upon the death of the primary beneficiary of a Descendant's Trust, the Trustee shall allocate the remaining assets of such trust, subject to the Descendant's Trust withholding provisions, in shares *per stirpes* for:

(a) Such beneficiary's then living descendants, or if none;

(b) The then living descendants of such beneficiary's nearest ancestor who has descendants then living and who was either my descendant or me.

3.6 **Power to Appoint at Death.** Notwithstanding any other provision of this Article, upon the death of the primary beneficiary of a Descendant's Trust such beneficiary may direct the Trustee to distribute any part or all of such trust's assets, in trust or otherwise, to or for the benefit of one or more of such beneficiary's spouse and descendants (whenever born), the spouses of such descendants and any one or more of the trusts under this instrument of which a descendant of mine is the primary beneficiary. Any such direction shall be made by Will making specific reference to this power.

ARTICLE IV

Trustee

4.1 **Appointment of Trustee.** , shall be the initial Trustee. If at any time the then acting individual Trustee named in this Section or designated pursuant to the next Section is unwilling or unable to act, , if he is then willing and able to act, shall become a Trustee. If no corporate Trustee is acting at my death, CONTINENTAL BANK, N.A., of Chicago, Illinois, or any successor to its trust business, shall become the corporate Trustee to act with the individual Trustee from time to time acting, or if none, as sole Trustee. All acting Trustees of any trust are collectively referred to as "the Trustee", all acting individual Trustees of any trust are collectively referred to as "the individual Trustee" and all individuals who are acting as independent Trustees of any trust are collectively referred to as "the independent individual Trustee". An "independent Trustee" of any trust is either a corporate Trustee or an individual who is not a beneficiary of such trust and has no legal obligation to support any beneficiary of such trust.

4.2 **Individual Trustee May Designate Successor.** Any individual Trustee of any trust may designate a successor Trustee for such trust by naming one or more qualified individuals or qualified corporations, in the alternative, as such Trustee's immediate successor. Any designation of a successor Trustee under this Section may be revoked by such individual Trustee at any time prior to such individual's ceasing to act as Trustee of such trust. Any such designation or revocation thereof shall be made by written notice to the other then acting Trustee of such trust, if any, and to the designees. No designation of a corporate successor shall become effective if a corporate Trustee is then acting, and no designation of any successor Trustee shall become effective if an individual who is willing and able to act is named in this instrument as a successor to the designating Trustee.

4.3 **Addition of Independent Individual Trustee.** If no independent Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified individual who will be an independent Trustee as an additional Trustee of such trust to act with the other Trustee or Trustees from time to time acting, or if none, as sole Trustee. Notwithstanding any other provision, an independent individual Trustee appointed pursuant to this Section may not designate a successor Trustee.

4.4 **Addition of Corporate Trustee.** If no corporate Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified corporation as corporate Trustee of such trust, to act with the individual Trustee from time to time acting, or if none, as sole Trustee.

4.5 **Removal of Corporate Trustee.** The independent individual Trustee of a Trust, if any, may remove the corporate Trustee of such trust for reasonable cause by written notice to such Trustee. Such removal shall become effective on the date on

which a written acceptance by the successor corporate Trustee appointed pursuant to this Article is delivered to the removed corporate Trustee.

4.6 **Appointment of Successor Corporate Trustee.** Whenever the corporate Trustee of any trust declines to act, resigns or is removed, the primary beneficiary, if any, otherwise a majority of the income beneficiaries of such trust, shall in writing appoint any qualified corporation as successor corporate Trustee of such trust.

4.7 **Divorced Trustee.** Any Trustee whose marriage to me is terminated by court decree (a "Divorced Trustee") is unable to act. Any individual Trustee designated by a Trustee who is unable to act because of this Section (including without limitation by a Divorced Trustee) shall also be unable to act. The preceding sentence shall not apply to any Trustee otherwise named, designated or appointed under this Article.

4.8 **Deadlock.** If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and a corporate Trustee so qualified is then acting, the individual Trustee so qualified shall control. If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and no corporate Trustee so qualified is then acting, the individual Trustee so qualified other than any independent individual Trustee shall control. Any Trustee who is not qualified to participate in or who dissents from such action or decision shall not be liable therefor.

4.9 **Investment Advisor.** When there are two or more Trustees of a trust, one of which is a corporate Trustee, the individual Trustee of such trust may appoint one or more investment advisors who regularly offer investment counselling services to act as "Advisor" as to any part or all of the assets of such trust. Such individual Trustee is authorized to retain and discharge such Advisors and determine the extent of each such Advisor's investment responsibility. The corporate Trustee shall not have any investment responsibility for any part of the assets of such trust to the extent investment responsibility for such part has been given to such an Advisor and shall not be liable for any exercise or non-exercise of the investment responsibility given to such an Advisor. The corporate Trustee shall have no obligation to review or inquire into any such Advisor's exercise or non-exercise of such Advisor's investment responsibility. With respect to any period during which the corporate Trustee's duties and responsibilities have been reduced pursuant to this Section, the corporate Trustee shall lower its fee to a level commensurate with its reduced duties and responsibilities, and its refusal to do so shall constitute reasonable cause for removal of such corporate Trustee.

ARTICLE V

Miscellaneous

5.1 Withdrawal Rights.

(a) **General Rights.** With respect to any direct or indirect contribution (including insurance premium payments) to the Original Trust, such of my spouse and my children as are living at the time of such contribution shall have the right to withdraw from the aggregate principal from time to time of all trusts created under this instrument, regardless of whether such trusts were in existence at the time of such contribution, amounts not exceeding the amount of such contribution; provided, however, that the aggregate rights of withdrawal granted to my spouse in any calendar year shall not exceed $5,000 and that the aggregate rights of withdrawal granted to any child of mine in any calendar year shall not exceed the largest amount that then qualifies for the annual per donee exclusion allowed for federal gift tax purposes under section 2503 of the Code, assuming that a split gift election will be made if the donor was married at the time of the contribution. If the cumulative amount of such contributions at any time during a calendar year is less than the sum of such maximum withdrawal amounts for such year, then the maximum withdrawal amounts of my children shall abate pro rata until fully abated to zero, and thereafter the maximum withdrawal amount of my spouse shall abate. A right of withdrawal shall be deemed to be granted pursuant to this Section 5.1 on the date of the contribution giving rise to such right.

(b) **Notice of Rights.** Each beneficiary who is granted a right of withdrawal under this Section is entitled to notice of such right and of any subsequent change in such right. If at the time of notice such beneficiary is under a legal disability, notice shall be given to the personal representative of such beneficiary, or if none, to a parent of such beneficiary, but while a beneficiary is under a legal disability, rights of withdrawal may be exercised only by such beneficiary's personal representative. Notwithstanding any other provision, such notice shall state the following:

(1) the amount of such beneficiary's maximum annual withdrawal rights;

(2) the procedure for ascertaining the actual amount subject to withdrawal in any given year; and

(3) the time and manner in which such annual rights may be exercised, provided however, that the time period during which such annual rights may be exercised shall not in any event be less than 60 days.

The Trustee shall give the notice required by this Section to each individual entitled thereto no later than 30 days after any of the following events: (1) the first contribution giving rise to a given beneficiary's right of withdrawal under this Section; (2) the modification of such right pursuant to subsection (e) of this Section; (3) the removal of a legal disability if notice was previously given to such beneficiary's parent or personal

representative; and (4) the appointment of a substitute legal representative for such beneficiary.

(c) **Exercise of Rights.** A right of withdrawal granted pursuant to this Section may be exercised only by written instrument delivered to the Trustee after such right of withdrawal is granted but before termination of such right under this Section. If more than one Descendant's Trust is in existence when a right of withdrawal is exercised, each such Descendant's Trust shall contribute that portion of the total amount required to satisfy such exercise as the primary beneficiary of such trust would receive if such total amount were distributed in shares *per stirpes* to my then living descendants.

(d) **Termination of Rights.** On April 1 of each year, rights of withdrawal held by an individual that were granted in preceding calendar years that have not already terminated before such April 1 shall terminate to the extent of the greater of $5,000 or 5 percent of the then value of the trust assets out of which, or the proceeds of which, the exercise of such rights of withdrawal could be satisfied, which shall include all then trust assets, including those added after any such withdrawal rights were granted.

(e) **Change in Rights.** A donor who contributes assets to the Original Trust shall have the right, by a written instrument delivered to the Trustee at the time of such contribution, (1) to exclude any individual who would otherwise have a right of withdrawal from having such right with respect to such contribution; (2) to increase or decrease the amount of any right of withdrawal that would otherwise be granted to any individual by reason of such contribution, except that the aggregate amount of such rights of withdrawal so granted as a result of such contribution shall not exceed the amount of such contribution; and (3) to change the period during which any right of withdrawal granted by reason of such contribution may be exercised.

(f) **No Distributions.** Notwithstanding any other provision, the Trustee shall make no distribution to a beneficiary from a trust (other than a terminating distribution to a Descendant's Trust), a beneficiary shall have no right to exercise a power of appointment over any trust, and a primary beneficiary of a Descendant's Trust shall have no right to withdraw from such trust pursuant to Section 3.4, to the extent that after such distribution, appointment or withdrawal, the remaining principal of such trust would be insufficient to satisfy its share of all outstanding rights of withdrawal granted under this Section if such rights were exercised.

(g) **Trustee Liability.** Any decisions made in good faith by the Trustee in carrying out these directions shall not be subject to review, and the Trustee shall be held harmless from any cost or liability as to such decisions.

5.2 **Standards for Discretionary Distributions.** Except as otherwise provided, in exercising discretion granted to the Trustee to make distributions from any trust to a beneficiary of such trust, the Trustee may consider:

(a) the accustomed manner of living from time to time of such beneficiary;

(b) all other income and assets known to the Trustee to be available to such beneficiary;

(c) the desirability of depleting income and assets that will be subject to greater estate, generation-skipping or other transfer taxes at such beneficiary's death; and

(d) any other factors the Trustee deems pertinent.

5.3 **Failure of Beneficiaries.** Except as otherwise provided, if at any time a trust has no surviving beneficiary, then the remaining principal and undistributed income of such trust shall be distributed as follows: (a) if I have a spouse, such assets shall be divided into two parts of substantially equal value, and one such part shall be distributed to my heirs, and one such part shall be distributed to such spouse's heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if my spouse and I had each died unmarried and intestate at that time; or (b) if I do not have a spouse, such assets shall be distributed to my heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if I had died intestate at that time. Notwithstanding any other provision, for purposes of this Section my "spouse" means the individual to whom I was legally married and not legally separated from at my death, or if I was not legally married at my death or if I am living at the time a distribution is to be made under this Section, the last person to whom I was legally married, provided that at the time of such person's death I was legally married to, and not then legally separated from, such person.

5.4 **Special Assets.** Any securities or other interests in . (or any business entity that shall succeed to its business or assets) are "Special Assets". The Trustee is expressly authorized to retain any Special Assets that may from time to time be a part of the principal of any trust, notwithstanding that such Special Assets may constitute a large part or all of the principal of such trust and may therefore lack the diversification or productivity ordinarily considered prudent for trust investments. No Trustee shall be disqualified from holding office or accepting remuneration with respect to Special Assets, or from purchasing or selling Special Assets, or voting Special Assets in favor of such Trustee.

5.5 **Child and Descendant.** A "child" or "descendant" means a child or descendant born of a lawful marriage; any person lawfully adopted prior to attaining age 21 shall be deemed "born of a lawful marriage". Except where distribution is directed to descendants "*per stirpes*", the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

5.6 **Administrative Provisions.** I incorporate by reference the Administrative Provisions attached to this instrument on this date.

Signed and agreed on MARCH 1, 1994, and the Trustee acknowledges acceptance of the trust and receipt of the assets described in the attached Schedule.

PAMELA B. SIMON, Grantor

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement No RAA

The Illinois Department of Insurance requires us to put the following notices on our letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- O An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- O The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- O **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured,** we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust,** we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor,** we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned,** we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased,** we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it,** we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction,** and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle)	2. Last 4 digits of Deceased's Social Security No:

3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.

4. Policy Number(s)	5. If policy is lost or not available, please explain:

6. Deceased's Date of Death	7. Cause of Death	8. ☐ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number

14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased

17. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy
- ☐ Other

18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number

25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased

28. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy'
- ☐ Other

29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

_____

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title	Date
Signature of Second Claimant, if any, and Title	Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

____1.The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

____2.The GST tax does not apply because the GST tax exemption will offset the GST tax.

____3.The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

____4.The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

____5.The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Date of all Amendments	Trust Tax ID Number

Printed Name of Trustee(s)	Signature(s)
a_____	_____
b_____	_____
c_____	_____
d_____	_____

Insurance Servicing Center
Attention: Claims Department
P.O. BOX 1600
JACKSONVILLE IL 62651-1600

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED LAW DIVISION
2013 APR -5 AM 11:45
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95	)	
Plaintiff	)	
v.	)	
	)	Case No.
HERITAGE UNION LIFE INSURANCE COMPANY, a Minnesota corporation	)	
Defendant.	)	

COMPLAINT AT LAW

NOW COMES Plaintiff, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, ("BERNSTEIN TRUST" or "Plaintiff"), by its attorney, Adam M. Simon and complaining of Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, a Minnesota corporation (" HERITAGE") and states as follows:

COUNT I

BREACH OF CONTRACT

1. At all relevant times, the BERNSTEIN TRUST was a common law trust established in Chicago, Illinois by the settlor, SIMON L. BERNSTEIN, and was formed pursuant to the laws of the state of Illinois.

2. Ted S. Bernstein is the Trustee of the BERNSTEIN TRUST.

3. At all relevant times, the BERNSTEIN TRUST was a beneficiary of a life insurance policy insuring the life of Simon L. Bernstein, and issued as policy number 1009208 (the "Policy").

4. The Policy was originally purchased by the S.B. Lexington, Inc. 501(c)(9) VEBA Trust (the "VEBA") from Capital Bankers Life Insurance Company ("CBLIC") and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.

5. At the time of issuance and delivery of the Policy in 1982, CBLIC was an insurance company licensed and doing business in the State of Illinois, and the insured, Simon L. Bernstein, was a resident of the state of Illinois.

6. HERITAGE subsequently assumed the Policy from Capital Bankers and thus became the successor to CBLIC as "Insurer" under the Policy.

7. In 1995, the VEBA, as owner of the Policy, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee of the VEBA, as primary beneficiary of the Policy, and the BERNSTEIN TRUST as the contingent beneficiary.

8. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998.

9. Upon the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon L. Bernstein, individually.

10. At the time of his death, Simon L. Bernstein was the owner of the Policy, and the BERNSTEIN TRUST was the sole surviving beneficiary under the Policy.

11. The insured under the Policy, Simon L. Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.

12. Following Simon L. Bernstein's death, the BERNSTEIN TRUST, by and through its counsel in Palm Beach County, FL, submitted a death claim to HERITAGE under the Policy including Simon L. Bernstein's death certificate and other documentation.

13. The Policy, by its terms, obligates HERITAGE to pay the death benefits to the beneficiary of the Policy upon HERITAGE'S receipt of due proof of the Insured's death.

14. HERITAGE has breached its obligations under the Policy by refusing and failing to pay the Policy's death benefits to the BERNSTEIN TRUST as beneficiary of the Policy despite HERITAGE'S receipt of due proof of the Insured's death.

15. Despite the BERNSTEIN TRUST'S demands HERITAGE has not paid out the death benefits on the Policy to the BERNSTEIN TRUST.

16. As a direct result of HERITAGE's refusal and failure to pay the death benefits to the BERNSTEIN TRUST pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds $1,000,000.00.

WHEREFORE, PLAINTIFF, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, prays for a judgment to be entered in its favor and against Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, for an amount in excess of $1,000,000.00 plus costs and reasonable attorneys' fees together with such further relief as this court may deem just and proper.

RESPECTFULLY SUBMITTED,

_____
Attorney For Plaintiff

Adam M. Simon
The Simon Law Firm
303 E. Wacker Drive
Ste. 210
Chicago, IL 60601
(312) 819-0730
Firm. No. 34436

VERIFICATION OF DAMAGES

Adam M. Simon, an attorney, certifies that he reasonably believes that the damages incurred by Plaintiff as a result of the occurrence described in the attached complaint exceed $1,000,000.00.

_____

Adam M. Simon

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, March 16, 2013 5:26 PM
To: Robert Spallina
Cc: Pam Simon; David (Scooter) Simon; lisa.friedstein@gmail.com; Donald Tescher; Jill Iantoni
Subject: RE: Simon Bernstein Trust - Policy #1009208

Robert > Pam, Scooter, Jill, Lisa and I will be discussing several related issues over the weekend. I think one of my previous emails asked you to hold off doing anything concerning the life insurance policy after a specific date. Please continue to work with the insurance company on our behalf.

Thank you,

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, March 15, 2013 1:30 PM
To: Ted Bernstein
Cc: Pam Simon; David (Scooter) Simon; lisa.friedstein@gmail.com; Donald Tescher; Jill Iantoni
Subject: RE: Simon Bernstein Trust - Policy #1009208

Ted – please respond to Jill's inquiry. There still seems to be some confusion on what the course of action is despite our conversations last Friday and Monday this week, and the emails I forwarded from the carrier last Friday and yesterday.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, March 15, 2013 1:11 PM
To: Robert Spallina
Cc: Pam Simon; David (Scooter) Simon; Ted Bernstein; lisa.friedstein@gmail.com; Donald Tescher
Subject: Re: Simon Bernstein Trust - Policy #1009208

Robert,

what do you mean in your email that we will be using your turst account? Are you referring to where the proceeds get paid out?

Thank you,

Jill

On Fri, Mar 15, 2013 at 11:03 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

All - The carrier is in control of things at this point. When title/beneficiary designation is cleared then we can discuss venue. Having said that, we have had discussions with Ted on Friday last week and Monday of this

week and he would like for things to continue as discussed here in Palm Beach County and using our trust account.

Ted - please confirm by reply email our conversation regarding the above and your desire to have us continue handling this matter until resolution in light of the email you sent us last Wednesday night on behalf of you and your siblings.

Regards,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Friday, March 15, 2013 9:09 AM
To: David (Scooter) Simon
Cc: Robert Spallina; Ted Bernstein; Jill Iantoni; lisa.friedstein@gmail.com

Subject: Re: Simon Bernstein Trust - Policy #1009208

Ok - who decides this?

On Mar 15, 2013, at 8:04 AM, "David (Scooter) Simon" <dsimon@stpcorp.com> wrote:

> My only concern is forum. We should make sure we pick the venue for an inter pleader action. Lets also decide a time frame for the carrier.
>
> On Mar 15, 2013, at 7:07 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > There is a break in title and beneficiary designation prior to getting where the confirmation letters state where we are today - Si as owner and the trust as beneficiary. They do not want to name every owner and beneficiary in a pleading and inter plead the funds as it will be costly and timely for them and everyone involved. Let's hope they are are able to piece it together.
> >
> > Sent from my iPhone
> >
> > On Mar 15, 2013, at 7:59 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:
> >
> > > Robert > Do we know exactly what he is trying to accomplish? If we know that, maybe we can be more helpful.
> > >
> > > **From:** Pam Simon [mailto:pambsimon@icloud.com]
> > > **Sent:** Thursday, March 14, 2013 10:35 PM
> > > **To:** Robert Spallina
> > > **Cc:** Ted Bernstein; Jill Iantoni; lisa.friedstein@gmail.com; dsimon@stpcorp.com
> > > **Subject:** Re: Simon Bernstein Trust - Policy #1009208
> > >
> > > Is this after you sent the info scooter sent you Robert? Thx

On Mar 14, 2013, at 3:01 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> FYI – this is from legal on the status of their search to clear up title on the policy
>
> **From:** Welling, Scott [mailto:scott.welling@jackson.com]
> **Sent:** Thursday, March 14, 2013 1:10 PM
> **To:** Robert Spallina
> **Subject:** RE: Simon Bernstein Trust - Policy #1009208
>
> Hey Bob,
>
> Haven't forgotten about you. Am out tomorrow but will touch base early next week. So far we have not found much that is helpful.
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Wednesday, March 06, 2013 5:32 PM
> **To:** Welling, Scott
> **Subject:** Simon Bernstein Trust - Policy #1009208
>
> Scott – I understand you are out of the office until tomorrow. We sent this to you previously and in error addressed it to the wrong email address. We would like to file this on Monday so if you could take a few minutes to review it would be greatly appreciated. We have not attached a copy of the Order but it will obviously be in the form of the relief requested.
>
> Thanks,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, March 11, 2013 6:40 PM
To: Robert Spallina
Subject: RE: Bernstein Jewelry

On conf call, will call later. Jewelry being appraised by independent jewelry appraiser, referred by client of mine in jewelry business. The guy who did the home inventory did not have expertise in jewelry. You can certainly tell Jill this and I will tell her later, as well...

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, March 11, 2013 6:19 PM
To: Ted Bernstein
Subject: FW: Bernstein Jewelry

This was an Eliot issue...now it's a Jill issue? BTW – we never received anything from either of Jill or Lisa who supposedly sent the documents on Thursday before we discussed the carrier issues on Friday.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Monday, March 11, 2013 6:10 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Re: Bernstein Jewelry

You do not have what? The old or new appraisals? Second to last conversation, you asked Ted to bring the jewelry to you that day and that you were going to get the appraisals done. Did you do that? Do you have the jewelry?

Jill

On Mon, Mar 11, 2013 at 1:21 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

I do not have them...I believe Ted does

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Monday, March 11, 2013 2:03 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Jewelry

Hi Robert,

If you can please email me the appraisal's for the jewelry.

Thank you,

Jill

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Tuesday, October 08, 2013 5:22 PM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company notice of motion

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.**

United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered by Marks, Alexander on 10/8/2013 at 4:21 PM CDT and filed on 10/8/2013

Case Name:	Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number:	1:13-cv-03643
Filer:	Heritage Union LIfe Insurance Company
Document Number:	42

Docket Text:
NOTICE of Motion by Alexander David Marks for presentment of motion to substitute party[41] before Honorable Amy J. St. Eve on 10/16/2013 at 01:00 PM. (Marks, Alexander)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1040059490 [Date=10/8/2013] [FileNumber=12184982-0] [7197ba5518ce7e9d3e8a87899c7106838a47bc2eda29cfcfc8ad89c2402e6c85a92aee168b0b94328842bb2ded7719d67aedbdf7b13e89bffafca76ac80fdaed]]

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Tuesday, October 08, 2013 5:18 PM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company motion to substitute party

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United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered by Marks, Alexander on 10/8/2013 at 4:17 PM CDT and filed on 10/8/2013

Case Name:	Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number:	1:13-cv-03643
Filer:	Heritage Union LIfe Insurance Company
Document Number:	41

Docket Text:
MOTION by Defendant Heritage Union LIfe Insurance Company to substitute party (Marks, Alexander)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1040059490 [Date=10/8/2013] [FileNumber=12184920-0] [411c10150ee7c5ad04caeb85fad236b76f786cc419ac1e512c9e424dd01e055124 4db36ce63f648566b781111646ab6ad0aa4b34fddf3897579a5bd4a47b7738]]

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Monday, September 30, 2013 11:49 AM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company mailed

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United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered on 9/30/2013 at 10:48 AM CDT and filed on 9/30/2013

Case Name: Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number: 1:13-cv-03643
Filer:
Document Number: No document attached

Docket Text:
MAILED Copy of Minute Order dated 9/30/2013 to Eliot Bernstein. (gel,)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

February 3, 2012

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09577998

Dear Simon Bernstein:

Thank you for contacting Heritage Union Life Insurance Company. As requested, a Request for Change of Beneficiary Form is enclosed.

Our records indicate the following beneficiary designation:

Primary Beneficiary/Beneficiaries:	LASALLE NATIONAL TRUST, N.A.
Contingent Beneficiary/Beneficiaries:	SIMON BERNSTEIN TRUST, N.A.

The *policyowner* is to complete the Request for Change of Beneficiary Form by naming their choice of primary and contingent beneficiaries and providing all of the requested information, as well as, their signature(s) on the Signature Page.

For the protection of both parties, if the owner resides in a Community Property State, we request the owner's spouse join in signing and dating the form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date the form and if there has been a dissolution of marriage through divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

For other requirements, such as if you are naming a Trust as a primary beneficiary, refer to the Instructions - Request for Change of Beneficiary Form which is also enclosed.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Request For Change of Beneficiary Form
Instructions-Change of Beneficiary Form

Heritage Union Life Insurance Company

800-825-0003

REQUEST FOR CHANGE OF BENEFICIARY FORM

Policy Number: 1009208 Insured: SIMON BERNSTEIN

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

Policy owner: SIMON BERNSTEIN

Complete form by typing or printing using ink. Any alterations to the form must be initialed by the owner. The form must be signed and dated within the past six months. Separate requests must be submitted for multiple policies. If more than two beneficiaries are requested, a separate page or copy of this form may be submitted which contains the policy number, the information regarding the beneficiary, the owner's signature(s) and the date signed. If more than one beneficiary is named, state the exact manner in which they are to share in the proceeds by using percentages. The percentages must equal 100%. Review the attached additional instructions if: the policy owner is a trust or a corporation, you are changing the beneficiary to a trust or corporation, the policy owner name has changed, or if you reside in a community property state.

PRIMARY:

1) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

2) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

CONTINGENT:

1) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

2) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

Policies subject to Viatical / Life Settlement transaction – Is any individual/entity listed on this form as beneficiary, a viatical settlement provider, a life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

I (we) as the policyowner(s) hereby consent to the above designations and revoke all previous beneficiary designations. The effective date of this revocation and change, upon being filed and recorded with the Company, will take effect as of the date the form was signed, unless the policy has been terminated, surrendered, or had a claim filed and/or processed against it before this revocation and change is received by the Company.

_____ _____ _____
Print Name of Policy Owner **Signature of Policy Owner** **Date**

_____ _____ _____
Print Name of Policy Co-owner (if applicable) **Signature of Policy Co-Owner (if applicable)** **Date**

_____ _____ _____ _____
Spousal Signature (See additional Instructions attached) **Date** **Irrevocable Beneficiary Signature (if applicable)** **Date**

_____ Date _____

Signature of Notary Official, if applicable Notary seal/stamp. If the owner's signature has changed over the years please have the signature notarized)

Heritage Union Life Insurance Company

800-825-0003

INSTRUCTIONS

REQUEST FOR CHANGE OF BENEFICIARY FORM

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

Additional Instructions for Completing Change of Beneficiary Form

1. **Name Change**: In the case of name change, we require legal proof of the change such as Marriage Certificate, Divorce Decree, Drivers License, Social Security Card, Court Order or Federal ID card.
2. **Beneficiary Designations**: Be sure to state full names, and relationships ("Mary Doe, wife of the insured" or "Jane and Jim Doe, children of the insured.") Avoid listing only a relationship as the beneficiary (for instance, "spouse of the insured" or "children of the insured").
3. **If naming a Trust,** please include the full name of the Trust, including the Date of the Trust, the Tax ID Number and a copy of Trust. If you do not wish to provide us with a copy of the entire Trust, please provide us with the portions of the Trust document that designate:
   - The name of the Trust
   - The name of the Trustee(s)
   - The date of the Trust
   - Signature(s) of Trustee(s)
   - In the event the trustee has changed since the original designation with our Company, provide us with any letters of resignation and/or letter of acceptance of the new trustees.
4. **If policy is corporately owned,** an officer of the Corporation, **other than the Insured,** must sign on behalf of the Corporation, indicating their corporate title. Please submit legal documentation listing the currently authorized signers for the company. This information should be on company letterhead or be a copy of the corporate minutes. Also the Tax ID number for the Corporation must be provided.
5. **Policies subject to Viatical / Life Settlement transaction** – Are you or any individual/entity named as beneficiary a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? If so, please check the appropriate box on the Change of Beneficiary form.
6. **Spousal Signature**: For the protection of both parties, if the owner resides in a Community Property State, we request that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form and if there has been a dissolution of marriage due to divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

Examples Of Typical Beneficiary Designations

1. **Minor Children** should not be named as beneficiary since proceeds cannot be made payable to minors. If a beneficiary is a minor at the time proceeds are payable, we will require court documentation of the appointment of a Guardian of the Minor's Estate.
2. **Multiple Beneficiaries**: John H. Doe, Father 75%; Mary E. Doe, Mother 15%; and Jane Doe, Sister 10%. Percentages must equal 100%.
3. **Trust Beneficiary**: The __exact name of trust__ Trust __trustees names__ as trustee(s) under written trust agreement dated _____. _____Tax ID #
4. **Partnership Beneficiary**: Smith, Jones and Brown, a partnership consisting of John A. Smith, William Jones and Henry Brown.
5. **Common Disaster Clause**: Mary E. Doe, Wife, if living on the day after the death of the Insured; otherwise to John Doe, Son, and Jane Doe, Daughter, equally or the survivor.
6. **Irrevocable Beneficiary**: Mary E. Doe, Wife, Without Reserving the Right to Change the Beneficiary. (If this type of designation is made, the consent of such beneficiary or beneficiaries will be required to exercise a subsequent right or privilege under said policy, including the right to designate a new beneficiary.)
7. **Estate as Beneficiary**: The estate of John H. Doe, Insured.
8. **Funeral Home Beneficiary**: If you reside in a state other than New York or Texas, you may name a funeral home as beneficiary under a life insurance policy or annuity contract except for policies or contracts used to fund pre-need funeral contracts. If naming a funeral home as beneficiary, please include the exact name of the funeral home and the phrase "as their interest may appear." Please be aware that if the funeral home's interest is less than the death proceeds and they are listed as the only beneficiary, they are under no obligation to give any remaining funds to your family or estate. We recommend that you still name a trusted family member or friend as contingent beneficiary.

   For life insurance policies or annuity contracts that are used to fund pre-need funeral contracts, different requirements apply and states may prohibit you from naming a funeral home as beneficiary. Please seek legal advice before naming a funeral home as beneficiary under this type of life insurance policy or annuity contract.
9. The relationship of the proposed beneficiary to the person whose life is insured is needed for the purpose of identification. If no relationship exists, please furnish other information that will serve to identify the beneficiary.

TR JUL 01 2004

EquityLine(R) Account Agreement

Date of Agreement:	6/8/2004	**Account Number:**	65038475190001

Borrowers Names:	SHIRLEY BERNSTEIN
Borrowers Names:	SIMON L BERNSTEIN
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Mailing Address:	7020 LIONS HEAD LN, BOCA RATON, FL 33496

JUN 24 2004

308

Property Address:	7020 LIONS HEAD LANE, BOCA RATON, FL 33496

Credit Line Limit:	521,000.00
Account Maturity Date:	7/4/2014

In this Agreement, "I", "me" and "my" (which also means "we", "us" and "our" if more than one borrower signs this Agreement) refer to each person who signs the **EquityLine(R)** Account Agreement (the "Agreement"). The words "you", "your" and "Bank" refer to Wells Fargo Bank N.A.

MY ACCOUNT AND CREDIT LINE

My **EquityLine(R)** Account is a variable rate revolving line of credit ("Line of Credit") (the "Account"). My Credit limit is set forth above. My Account will have both a Draw Period and Repayment Period as follows:

Draw Period and Maturity Date

This is the period during which I may take advances on my Line of Credit is 10 years from the Date of Agreement (the "Draw Period"). As I take advances on my Account, including my available credit will be my Credit Line Limit less the sum of all unpaid advances. As I repay the principal balance I owe, my available credit will be replenished. I agree not to request an advance that would cause my aggregate balance to exceed my Credit Line Limit. If I do so exceed, I agree to immediately repay the amount that is in excess. This amount will be due on the next billing statement. At the end of the Draw Period, I may request that the Bank renew my Account for an additional 10 years or similarly, the Bank may, at its option extend the Draw Period of my Account for an additional 10 years, both subject to the Bank's standard underwriting process. In the event my Account is not renewed, my ability to request advances will stop at the end of the Draw Period, and my unpaid loan balance, together with any unpaid finance charges and other charges, shall be payable to Bank in full on the maturity date shown above.

PROPERTY SECURING ACCOUNT

To protect you, this Account is secured by a Mortgage/Deed of Trust which is dated 6/8/2004 on the Property described herein above. Except for the Mortgage/Deed of Trust covering my residential real property, my Account is not secured by any personal or other real property, regardless of any other agreements I may have with the Bank.

SD

FINANCE CHARGES ON MY ACCOUNT

1. Periodic FINANCE CHARGE:

FINANCE CHARGES begin to accrue on amounts advanced on the date each advance is made. I will be charged a FINANCE CHARGE on the unpaid balance of my Account at the end of each day at a variable Daily Periodic Rate. The variable Daily Periodic FINANCE CHARGE Rate is equal to 1/365 (1/366, during leap years) of an annual rate of -0.500% (the "margin" or "spread") plus the "Index Rate". The Index Rate is the Wall Street Journal Prime Rate (Western Edition) as published in the "Money Rates" section on the last business day of the prior whole calendar month. The variable Daily Periodic FINANCE CHARGE Rate may increase from billing cycle to billing cycle if the Index Rate increases. The initial variable Daily Periodic FINANCE CHARGE Rate is 0.00956284%. This corresponds to an initial **ANNUAL PERCENTAGE RATE** of 3.5 %. The variable Daily Periodic FINANCE CHARGE Rate on my Account will be adjusted on the first day of every billing cycle, using the Index Rate published on the last business day prior whole calendar month. I understand that any increase may cause me to make larger monthly payments. The **ANNUAL PERCENTAGE RATE** does not include any charges other than interest. Unless I chose to pay a Line of Credit Rate Cap Buydown, the **ANNUAL PERCENTAGE RATE** on my Account will never be more than 12 %.

[X] If this box is checked, there is a Minimum **ANNUAL PERCENTAGE RATE** on my Account. The **ANNUAL PERCENTAGE RATE** on the Account will never be less than 3.24 % (the "Floor Rate"). If the **ANNUAL PERCENTAGE RATE** set forth above is LESS than 3.24 % then the actual daily periodic rate in effect as of the Date of this Agreement is 0.00885246 which corresponds to an **ANNUAL PERCENTAGE RATE** of 3.24 %.

[X] If this box is checked, I have chosen to make Automatic Payments and received a discount for making this choice. I have chosen to have my Minimum Monthly Payments plus the Annual fees and Overlimit amounts automatically deducted from the following Wells Fargo Bank Account No. held at Wells Fargo Bank N.A. or any other affiliate of yours. I understand that the **ANNUAL PERCENTAGE RATE** on my Account described above was based on a discount you gave me for this authorization for automatic payments from a deposit account with you or your affiliate. If the automatic payments are terminated for any reason by anyone, the spread or margin set forth herein above used to calculate the rate of FINANCE CHARGE on my Account will increase by .25% effective the next business day after the automatic payments are terminated. I will receive 15 days advance notification of this change on my periodic statement.

2. Other FINANCE CHARGES

I agree to pay the following fees to you as a condition to the opening of my Account:

(A) Origination Fee (COLLECTION DEFERRED)

[N/A] If this box is checked, I agree to pay U.S. $500.00 origination fee. The Bank has agreed to defer the collection of this fee. This fee will be due and payable in full at any time within the first 3 years of my Account if I close my Account (for any reason other than default, casualty loss, refinance with you or your affiliate or termination by the Bank). After 3 years, the Bank will waive this amount without any further action required on my part.

(B) Line of Credit Rate Buydown Fee (Optional)

[N/A] If this box is checked, I agree to pay U.S. $500.00 to the Bank to receive a N/A % reduction of the periodic FINANCE CHARGE on my Account. This reduction has been reflected in the margin or spread disclosed in section **Periodic FINANCE CHARGE**, above.

(C) Line of Credit Rate Cap Buydown (Optional)

[N/A] If this box is checked, I agree to pay U.S. $500.00 to the Bank to receive a reduced maximum **ANNUAL PERCENTAGE RATE** on my account ("Line of Credit Rate Cap") equal to no more than N/A % plus the initial **ANNUAL PERCENTAGE RATE** 3.5 %, for a lower maximum **ANNUAL PERCENTAGE RATE** of N/A % on my Account.

SB

(D) Origination Fee (COLLECTED AT ACCOUNT OPENING):

[N/A] If this box is checked, I agree to pay an Origination Fee collected at the opening of my Account in the amount of U.S. $ NA .

(E) Points

[N/A] If this box is checked, I agree to pay Points collected at the opening of my Account in the amount of U.S. $ N/A .

(F) Processing Fee (COLLECTED AT ACCOUNT OPENING):

[NA] If this box is checked, I agree to pay a Processing Fee collected at the opening of my Account in the amount of U.S. $ NA .

CHARGES AND COSTS DUE UPON SIGNING THIS AGREEMENT

When I sign the Agreement, I agree to pay the Bank the charges and costs set forth herein and as described on the HUD Settlement Statement provided to me at the opening of my Account.

MY ACCOUNT PAYMENTS

1. Minimum Monthly Payments during the Draw Period.

My Payments during the Draw Period:

During the Draw Period and Repayment Period my Minimum Monthly Payment shall be in accordance with the payment option checked below:

[ ] A payment equal to the greater of U.S. $100.00 or 1.5% of my unpaid Account balance (and credit insurance premiums, if any).

[X] A payment equal to the Finance Charge (and credit insurance premiums, if any) owing.

[ ] A payment equal to U.S. $_____ (and credit insurance premiums, if any) owing.

My Minimum Monthly Payment during the Draw Period shall be calculated on the date my monthly billing statement is prepared and will be due on the date shown on the monthly billing statement.

Making the Minimum Minimum Monthly Payment may result in a balloon payment being due at the Maturity Date.

2. My Total Payment Due on Account During the Draw Period

To make all required payments on my account, I will receive monthly billing statements from the Bank. The Ending Balance shown on my billing statement is the total of all unpaid obligations which have been posted to my Account as of the date of the statement, including advances, FINANCE CHARGES, Late Charges, other charges and fees. I can pay either the Ending Balance in full or in monthly installments, but I must pay at least the amount of the Total Payment Due, as shown on my billing statement by the Date Due. The Total Payment Due consists of my Minimum Monthly Payment together with all past due amounts, overlimit amounts and all other charges then due. Depending on my chosen method of payment, the Bank will each month during the Draw Period:

[X] Provide me with a bill stating the Total Payment Due.

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[x] Automatically charge my Wells Fargo Bank deposit account separately for the **Minimum Monthly Payment** due plus any Annual Fee due. If there is an overlimit amount on my Account, you will include the overlimit amount in my automatic payment. If this account does not have enough money in it to make the automatic payment(s) you may, but are not required to, advance the necessary amounts from the Account to make the payments. However, if I have past due amounts on my Account, you will bill me for all payment amounts due and not use an automatic payment to collect these amounts (Any other charges due must be paid separately and you may charge this Account for these other charges, if not paid timely).

[ ] Automatically charge my account with another institution (under the terms of a separate written (ACH) automatic transfer authorization) separately for the **Minimum Monthly Payment** due plus any Annual Fee. If there is an overlimit amount on my account, you will include the overlimit amount in my automatic payment. However, if I have past due amounts on my Account, you will bill me for all payment amounts due and not use an automatic payment to collect these amounts. (Any other charge due must be paid separately).

3. Total Payment Due Date

My preference for the monthly due dates for my Total Payment Due, including all payments, charges and other amounts on my Account, which may be set for any date between the 1st and the 28th day of each and every month, is __4__ during the Draw Period. If I do not specify a date, the Bank may establish a due date for which is approximately 30 days from the date that I have signed this Agreement and continuing on the same day of each month thereafter.

ADVANCES

Advances requested by me hereunder, if within my available Credit Line Limit and otherwise consistent with the terms of this Agreement, shall be considered obligatory. While my Account is not in default, closed, or suspended, I may borrow money through my account by (a) writing a special check or draft which the Bank has provided to me, (b) requesting an advance in person at any Bank branch, (c) requesting an advance by phone, and (d) obtaining a cash withdrawal or transferring funds by using my Wells Fargo ATM Card or Wells Fargo ATM & Check Card, if offered by the Bank and I select such service, or in other ways the Bank authorizes from time to time. The Bank is authorized to make an advance from my Account when it receives a request given by any person who has signed the Agreement. However, if there are conflicting demands made by any of us who signed the Agreement, the Bank has the option to refuse to make any advance that has not been requested by all of us together. I will not request any advance for which there is not sufficient available credit in my Account, or which would violate any law. Each advance I request will be in the amount of $300.00 or greater. I understand that the Bank may refuse to pay any advance if it does not comply with every requirement of the Agreement. However, the Bank may choose at its sole discretion to make an advance that does not comply. The Bank may pay any advances in any sequence convenient to the Bank.

FEES, COSTS AND CHARGES

In addition to the FINANCE CHARGE, I agree to pay the following non-refundable Fees, Costs and Charges, which will be owed once charged to my Account.

1. Annual Fee

Each year my Account is open, whether or not I use it, a $75.00 non-refundable Annual Fee will be charged to my Account. At your option, this fee may be waived the first year and billed in the second year and each year on the monthly billing statement prepared in my Anniversary month.

2. Late Charge

If my scheduled payment is more than 10 days past due, I will pay a Late Charge equal to the greater of 5% of the scheduled payment or five ($5.00) dollars.

3. Other Charges

I agree to pay the following fees if I request, authorize or use these additional services on my Account:

(a) **Fax Fee:** If I request or authorize others to request any document or letter to be transmitted by facsimile (Fax) machine, the Bank will charge me a fee in the amount U.S. $10.00.
(b) **Research Fee and Photocopy Fee:** If, for any purpose other than a billing error inquiry, I request or authorize someone to request that the Bank research my Account or provide photocopies of Account documents, the Bank will charge me a fee in the amount of U.S. $5.00 per photocopy.
(c) **Reconveyance or Satisfaction Fee:** Reconveyance and satisfaction fees will be charged as allowed by the law of the state where the property is located.
(d) **Stop payment Fee:** If I request that the Bank stop payment on a draft I have used to advance on my Line of Credit, the Bank will charge me a fee of $25.00.
(e) **Return Check Fee:** If I make a payment with a check that is dishonored for any reason, the Bank will charge me a fee of $25.00.

COLLECTION COSTS, ATTORNEYS FEES
If I am in default, and to the extent not prohibited by applicable law, I will pay the Bank's collection costs, attorneys' fees and other expenses of enforcing the Bank's rights under the Agreement and the Mortgage/Deed of Trust on the Property.

MY PROMISE TO PAY
I promise to pay the Bank the total of all advances which I make or which I authorize to be made from my Account. I promise to pay the total of any FINANCE CHARGE, plus all amounts past due, and any Late Charges, fees, other charges and other obligations charged to my Account under the Agreement or the Security Mortgage/Deed of Trust. My payments will be made at the Bank's address for receiving a payment, as indicated on my payment coupon and billing statement, unless another payment method is authorized by the Bank. Payments received at that address on any business day will be credited to my Account as of the date received. Each payment will be accompanied by my completed payment coupon. I will not make payment or authorize others to make payment for me by means of a single aggregated payment, which includes payments for this Account and any other account(s), unless the payment is made in compliance with the Bank's requirements for multiple account payments.

The Bank may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of the Bank's rights under the Agreement. The Bank's acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor waiver of any rights the Bank has to receive full payment. I understand that such payments will not discharge my full debt. The Bank may, at its discretion, withhold a portion of the available credit on my Account up to the amount of any payments in order to assure that my check or other payment instrument is honored.

REEVALUATION OF CREDIT QUALIFICATIONS AND CREDIT REPORTS
My signature on the Agreement authorizes the Bank to obtain credit information about me, including credit bureau reports, at any time. Such credit bureau reports may be requested or used in connection with (a) renewal or extension of the Agreement, (b) review of my Account, (c) taking any collection action, or (d) any other legitimate purposes associated with my Account. Upon my request, I will be informed whether the Bank obtained a credit bureau report and, if so, the name and address of the credit bureau that furnished the report. I agree to submit current financial information to the Bank upon the Bank's request. The Bank may reexamine my credit qualifications at any time. The Bank may report its experience with me and my Account to others, to the extent not prohibited by law.

REINSTATEMENT OF CREDIT PRIVILEGES
I will receive a written notice if the Bank suspends or freezes my Account or reduces my Credit Line Limit. The notice will include the reason(s) for such action(s). Thereafter, if I wish to reinstate my Account or increase my Account or increase my Credit Limit, I agree to send a written request to the Bank at the address specified on my monthly billing statement, signed by all of the Borrowers, along with satisfactory evidence to the Bank that the reason(s) for suspension or reduction of my Account no longer exist(s). I also agree to provide the Bank promptly with any additional information necessary to support my request.

AGREEMENT TO PROVIDE INSURANCE
I have agreed to provide insurance on the Property as more particularly described in the Agreement to Provide Insurance that I signed on the same date of the Agreement.

PAYOFF BALANCE INFORMATION
The Bank will tell me the balance required on any given day to pay off my Account in full, if I so request. If such request is made on my behalf by an escrow holder, the Bank will immediately freeze my Account. While my Account is frozen, I cannot receive new advances and the Bank will return unpaid any advances checks the Bank receives and refuse to honor any advance request made on my Account. This payoff freeze will be lifted and my Account reopened if the request for Payoff balance information is withdrawn and the Bank has received written confirmation from the escrow holder or other settlement agent that the escrow or other settlement has been cancelled.

DEFAULT
I will be in default if (a) I fail to meet the repayment terms of the Agreement for any outstanding balance, or (b) there is fraud or material misrepresentation by me in connection with the Agreement, or (c) any action or inaction by me adversely effects the Bank's security in the Property, including without limitation, transfer of the Property without the Bank's consent, failure to maintain required insurance or pay required taxes, or the death of any person who has signed the Agreement.
If I am in default, the Bank, subject to applicable law, may do any or all of the following: (a) close my Account immediately, without notice; (b) return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account; and (c) require immediate payment of the entire balance of my Account, and, if I fail to pay, exercise the Bank's rights under the Security Mortgage/Deed of Trust the property which may result in the loss of the Property. If I am in default, the method of determining the Daily Periodic FINANCE CHARGE Rate will remain as described in the Agreement. The Bank and I agree that notwithstanding any other provision of the Agreement or the Security Mortgage/Deed of Trust, the Bank will have the right to terminate or suspend my Account to the extent permitted by applicable law.

CLOSURE OR SUSPENSION OF ACCOUNT
Any Borrower can pay in full and close the Account, or simply terminate the advance feature, at any time, by sending a signed letter to the Bank making such request that the Account be closed, or simply terminate the advance feature. To reactivate the Account, the Bank will require all Borrowers to sign such written request. The Bank may suspend the use of my Account and temporarily close my Account to future advances for any reason permitted by applicable law, including without limitation, (a) if the annualized Daily Periodic FINANCE CHARGE Rate equals or exceeds the Maximum Annual Percentage Rate stated herein, (b) there is any material change in my financial circumstances that the Bank reasonably believes will make me unable to fulfill my repayment obligations under the Agreement, (c) the value of the Property declines significantly below its original appraised value, as determined by the Bank, (d) my failure to comply with any material obligation under the Agreement or the Security Mortgage/Deed of Trust, (e) a regulatory authority has notified the Bank that continued advances would constitute an unsafe and unsound business practice, or (f) government action prevents the Bank from imposing the Annual Percentage Rate provided for in the Agreement or impairs the Bank's security interest, such that the value of the security interest is less than 120 percent of the Credit Line Limit. In the event of a suspension of my Account, the Bank is authorized to obtain such information as may be required by the Bank, including without limitation, credit reports and appraisals of the Property, to evaluate any request by me to reinstate the Account. I authorize the Bank to bill the cost of obtaining such additional information to my Account. If my Account is closed or suspended for any reason, the Bank may return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account. I will continue to be responsible for full payment of the balance of my Account as well as all other Account obligations, according to the terms of the Agreement.

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FURTHER ASSURANCES
I agree that I will take any steps, including but not limited to, signing, filing or recording any documents, which are necessary or which the Bank deems appropriate, to be sure that my obligations to the Bank under the Agreement become and continue to be secured by the Mortgage/Deed of Trust covering the Property.

FUTURE ADVANCES
The Bank may from time to time in its sole discretion, approve additional credit for me under the terms of this Agreement. I will receive written notice from the Bank of such offer to increase my Credit Line Limit. I may accept such offer of increased credit by my use of those additional funds without signing any additional documents. All such increased credit amounts will be governed by the terms and conditions of this Agreement and will be secured by the Mortgage/Deed of Trust which secures this Agreement.

CHANGE IN RESIDENCE OR OWNERSHIP OF THE PROPERTY
I agree to notify the Bank immediately if (a) if the Property is my primary residence and I cease to live in the Property my primary residence, or (b) there is change in ownership of the Property. I agree that my Account shall be closed and that the entire outstanding balance of my Account shall be due and payable immediately on any sale or other transfer of the Property. In this regard, I understand that if the Account is secured by a Deed of Trust, the Deed of Trust contains the following or substantially similar provision:
Upon sale, transfer, hypothecation, assignment or encumbrance, where voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary or Lender may, by written notice to Trustor (or Grantor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration for and in such particular circumstances where exercise of such a right by Beneficiary is prohibited by law.
If the Account is secured by a Mortgage contains the following, or substantially similar provision: Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then its sole option Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration for and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law.

CHANGE IN TERMS
I agree that the Bank may make certain changes to the terms of this Agreement at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest I pay). The Bank may also make changes that will benefit me, such as additional options or a temporary reduction in rates or fees. In accordance with the federal law, the Bank may also change the index and margin used to determine the Annual Percentage Rate if the index is no longer available. The Bank will give me any notice of change that is required by law. I may also agree to change in writing.

BORROWER'S WAIVERS
I waive my rights to require the Bank to do certain things. Those things are: (a) to demand payment of amounts due (know as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in the Agreement, or who agrees to make payments to the Bank if I fail to keep my promises under the Agreement, or who signs the Agreement to transfer it to someone else, waives these rights. These persons are known as "guarantors, sureties and endorsers".

WAIVER
The Bank may fail to make use of any of its rights under the Agreement or the Mortgage/Deed of Trust on the Property on one or more occasions, or delay or partially exercise such rights, without waiving any of its rights or amending any of my obligations.

GOVERNING LAW
All interest, fees and other amounts charged or accruing in connection with the Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC Sec. 85; 12 CFR 7.4001 (a)) shall be governed by and interpreted under California Law. In all other respects, the Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the Borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not permitted by federal law, the consumer protection laws of the state in which the real estate is located.

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LOST OR STOLEN ADVANCE CHECKS, BILLING ERRORS

I will immediately contact the Bank at the phone number on my statement and confirm by letter if any of my advance checks are ever lost or stolen, if there are any errors in my monthly statement, or if I suspect any unauthorized use of my Account. The Bank will not return to me my cancelled advance checks or other advance instruments after paying them. The Bank will make available photocopies of my advance checks and other instruments upon request. (If such request is not made in connection with a billing error inquiry, it may be subject to Research and Photocopy Fees, as described herein). I will examine my Account statement promptly in order to identify any improper or unauthorized entries. In consideration for the Bank's payment of each advance check, I agree that even though I will not receive the original checks, all time periods under the Uniform Commercial Code (UCC) for examining my statement and reporting improper entries, including that UCC's statutes of limitation with respect to forged, unauthorized, or missing signatures or endorsements, will begin from the time my Account statement is sent or made available to me.

UNAUTHORIZED TRANSACTIONS WITH WELLS FARGO ATM CARD OR WELLS FARGO ATM & CHECK CARD

I will notify Wells Fargo Bank at once if my card has been lost or stolen and/or another person has my Secret Code or PIN. I will also notify the Bank if someone has transferred or may transfer money from my Account without my permission, or if I suspect any fraudulent activity on my Account. I can call the Wells Fargo Phone Bank at the telephone number on my statement, anytime, 24 hours a day, 7 day a week, or advise my local Wells Fargo office, followed by a written notice, or write to:

Wells Fargo Bank, N.A. P.O.Box 4233 Portland, OR 97208-4233

NOTIFY THE BANK IN CASE OF ERRORS OR QUESTIONS ABOUT MY BILL

If I think my bill is wrong or if I need more information about a transaction on my bill, I will send a letter on a separate page to the Bank, as soon as possible, at the address listed on my bill. The Bank must hear from me no later than 60 days after the Bank sent me the first bill on which the suspected error or problem appears. I can telephone the Bank, but doing so will not preserve my rights. In my letter, I will provide the Bank with the following information:

-My name, account number and daytime phone number, and

-The dollar amount of the suspected error, and

-A description of the error and explanation, if possible, as to why I believe there is an error. If I need more information, I will describe the item I am not sure about.

If I have authorized the Bank to pay my bill automatically from my checking account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach the Bank three business days before the automatic payment is scheduled to occur.

MY RIGHTS AND THE BANK'S RESPONSIBILITIES AFTER RECEIPT OF MY WRITTEN NOTICE

The Bank must acknowledge my letter within 30 days, unless the Bank has corrected the error by then. Within 90 days, the Bank must either correct the error or explain why the Bank believes the bill was correct. After the Bank receives my letter, the Bank cannot try to collect any amount I question or report me as delinquent. The Bank can continue to bill me for the amount I question, including finance charges, and the Bank can apply any unpaid amount against my Credit Line Limit. I do not have to pay any question amount while the Bank is researching my account, but I am still obligated to pay the parts of my bill that are not in question.

If the Bank finds that a mistake was made on my bill, I will not have to pay any finance charges related to the questioned amount. If the Bank didn't make a mistake, I will have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, the Bank will send me a statement of the amount I owe and the date that payment is due.

If I fail to pay the amount that the Bank determines I owe, the Bank may report me as delinquent. However, if the Bank's explanation does not satisfy me and I write to the Bank within ten days telling the Bank that I still refuse to pay, the Bank must tell anyone the Bank reports to that I have question about my bill. When the matter has been settled between the Bank and me, the Bank must tell anyone the Bank reports to that the matter has been settled. If the Bank does not follow the above rules, the Bank cannot collect the first $50.00 of the questioned amount, even if my bill was correct.

SB

STATE DISCLOSURES:
N/A

NOTICE TO BORROWER: DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE THIS AGREEMENT IS SIGNED. READ THIS AGREEMENT BEFORE SIGNING IT.

SIGNATURES AND AFFIRMATION'S OF BORROWERS:
I have received, read and retained a copy of the Disclosure, the Agreement, the Agreement to Provide Property/Flood Insurance, all riders or amendments to the Agreement, the Deed/Mortgage on the Property securing this Account, all riders, amendments or modifications to the Deed/Mortgage on the Property securing this Account, the HUD Settlement Statement provided to me at the closing, all of which I agree to by signing this Agreement. In addition, I hereby agree that the terms of this Agreement replaced the terms of any prior oral or written agreements, including by way of example only, any and all commitment letters between me and the Bank.

Signature: SHIRLEY BERNSTEIN	Date: 6/8/04	Signature:	Date:
Signature: SIMON L BERNSTEIN	Date: 6/8/04	Signature:	Date:
Signature:	Date:	Signature:	Date:
Signature:	Date:	Signature:	Date:

LOCSP(P) 010804

Wells Fargo Bank, N.A.

DATE OF NOTE/AGREEMENT: 6/8/2004
ACCOUNT: 65038475190001
REFERENCE: 20032411404280

Addendum to Promissory Note/Line of Credit Agreement

This Addendum, made on 6/8/2004 is incorporated into and shall be deemed to amend and supplement the promissory note/line of credit agreement of the same date. If the promissory note/line of credit agreement is signed on or after February 20, 2004 the Governing Law Provision included in either the promissory note/line of credit agreement (including the promissory note/line of credit agreement in the Home Equity Closing Handbook, if applicable) is amended to read:

"All interest, fees and other amounts charged or accruing in connection with this Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC § 85; 12 CFR 7.4001 (a)) shall be governed by and interpreted under South Dakota law. In all other respects, this Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not preempted by federal law, the consumer protection laws of the state in which the real estate is located, except that Texas Finance Code Chapter 346 (which regulates certain revolving credit accounts) does not apply to this Agreement."

In all other respects and except as amended by this Addendum, the promissory note/line of credit agreement remains unchanged and in full force and effect.

BORROWER SHIRLEY BERNSTEIN	6/8/04 DATE SIGNED
BORROWER SIMON L BERNSTEIN	6/8/04 DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED

ADPRNTCA 011004

DATE OF AGREEMENT: 6/8/2004

REFERENCE #: 20032411404280
ACCOUNT #: 65038475190001

NOTICE OF FINAL AGREEMENT AND ARBITRATION AGREEMENT

Resolving Disputes - Arbitration Agreement
In this Arbitration Agreement, "the Bank" means Wells Fargo Bank N.A. or any transferee of the Agreement or Note as applicable, and "I", "me", and "my" means the undersigned customer or customers, individually and jointly. Maintaining good relationships with customers is very important to the Bank. I agree to contact the bank immediately if I have a problem with one of my accounts or loans with the Bank or a service the Bank provides to me. Often a telephone call will resolve the matter quickly and amicably. However, if the Bank and I are not able to resolve our differences informally, I agree that any dispute between me and the Bank, regardless of when it arises or arose, will be settled, at the option of me or the Bank, using the following procedures.

I UNDERSTAND AND AGREE THAT I AM WAIVING MY RIGHT TO JURY TRIAL, BEFORE A JUDGE IN A PUBLIC COURT. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION.

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THE LOAN CLOSED ON THE SAME DATE AS THIS AGREEMENT IS SIGNED.

Disputes
A dispute is any unresolved disagreement between the Bank and me that relates in any way to accounts, loans with the Bank, services provided by the Bank, or agreements with the Bank. A dispute includes any claims or controversy of any kind, which arises out of or are in any way related to these accounts, loans, services or agreements. It includes claims based on broken promises or contracts, tort (injury caused by negligent or intentional conduct), breach of fiduciary duty or other wrongful actions. It also includes any statutory common law and equitable claim. A dispute also includes any disagreement about the meaning of the Arbitration Agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in the Arbitration Agreement. No dispute may be joined in arbitration with a dispute of any other person or arbitrated on a class action basis.

Binding Arbitration
Binding arbitration is a means of having one or more independent third parties resolve disputes without using the court system, judges or juries. Either the Bank or I may submit a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has commenced. If either the Bank or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit shall bear the costs and expenses incurred by the party compelling arbitration. **Neither you nor I shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity.**

The American Arbitration Association (the AAA) shall administer each arbitration, including the selection of arbitrators, pursuant to the commercial arbitration rules of the AAA. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is applicable, unenforceable or invalid, the laws of the state governing the relationship between me and the Bank about which the dispute arose. To find out how to initiate arbitration, I can simply call any office of the AAA.

SB

Exception - Certain Real Property Collateral
Notwithstanding contrary provisions herein, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured by real property and if arbitration of the dispute would preclude enforcement of a mortgage, lien or security interest securing such indebtedness unless (1) the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (2) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of any applicable one action rule statutes, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing any such indebtedness and obligations, shall remain fully valid and enforceable.

Right To Other Remedies Preserved
Neither this Arbitration Agreement, nor the exercise of any of the rights the Bank and I have under the Agreement, shall stop me or the Bank from exercising any lawful rights either of us has to use other remedies available for the purpose of (1) preserving, foreclosing, or obtaining possession of real or personal property; (2) exercising self-help remedies including setoff and repossession rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction.

Miscellaneous
The AAA - the arbitrator - and the parties - the Bank and I - shall, to the extent feasible, take any action necessary to assure that an arbitration proceeding hereunder is furnished within one hundred eighty (180) days of the filing of the dispute with the AAA. Arbitration proceedings shall be conducted in the state in which I reside, at a location determined by the AAA. All statutes of limitations applicable to any dispute shall apply to any arbitration between the Bank and me. If a claim is properly filed in a small claims or justice court and if the small claims or justice court has jurisdiction to resolve the claim, including all cross-claims and counterclaims, then the party that demands arbitration and removes the claim from the small claims or justice court shall pay the administrative fee of the AAA and the fees, cost and expenses of the arbitrator. This Arbitration Agreement shall survive the termination, amendment or expiration of any documents or any relationship between the parties.

Judicial Reference (California Only)
If California law governs this Arbitration Agreement and an action or proceeding is commenced by complaint before any court in California and neither I nor the Bank request that the dispute be submitted to arbitration, then, upon motion by either the Bank or me, the dispute shall be heard by a reference under the provisions of the California Code of Civil Procedure, Section 638 and following. The referee shall be either a practicing attorney or retired judge. The reference process is not subject to a trial by jury.

SB

LENDER:
Wells Fargo Bank N.A.

By: Gary D. Wildnick 6/8/2004
Date Signed

CUSTOMER(S):

Customer SHIRLEY BERNSTEIN 6/8/04
Date Signed

Customer SIMON L BERNSTEIN 6/8/04
Date Signed

Customer Date Signed

Customer Date Signed

Customer Date Signed

Customer Date Signed

Customer Date Signed

Customer Date Signed

ARBAGR 05/07/2003

Reassure America Life Insurance Company

866-543-4024 WEB GENERATED

NAME CHANGE REQUEST FORM

Policy Number _____ Insured _____

Legal Documentation Required, Attach Copy to Form

I do hereby, request a name change in my policy for the:

_____ Owner
_____ Joint Owner
_____ Insured
_____ Beneficiary

Previous Name: _____ New Name: _____

Signatures and Information

Owner New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated
Joint Owner New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated
Insured New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated
Beneficiary New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated

Reassure America Life Insurance Company

WEB GENERATED

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

REQUEST FOR CHANGE OF OWNERSHIP FORM

Policy Number: _ Insured: _ Date: _____

I, (we) the Owner(s) of the aforementioned policy, hereby assign and transfer all rights, benefits, options, and privileges available under this policy while the Insured is living, including the right to change the beneficiary thereunder, cash surrender the policy or elect non-forfeiture options (if any) to the following named person, who shall be the Owner (Applicant) of the policy. Unless otherwise indicated, all joint ownerships will be with rights of survivorship. I declare that no proceeding in bankruptcy or insolvency is pending against me. I understand the Beneficiary Designation currently in effect is not changed by executing this Change of Ownership Form.

IMPORTANT: If you are naming multiple Owners or Contingent Owners, or if more room is needed, please attach a separate page providing the information listed below, the policy number, the Policyowner(s)' signature and date signed.

New Primary Owner(s)

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

New Contingent Owner(s): Becomes Owner upon the death or disqualification of the Primary Owner.

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

IMPORTANT: Signatures are required on Page 2.

 All pages of this form must be submitted for consideration of request

Reassure America Life Insurance Company

WEB GENERATED

REQUEST FOR CHANGE OF OWNERSHIP FORM

SIGNATURE PAGE

Policy Number: Insured: Date: _____

New Primary Owner Signature Requirements	
Signature of new Primary Owner	Date
Signature of new Joint Primary Owner	Date

New Contingent Owner Signature Requirements	
Signature of new Contingent Owner	Date
Signature of new Joint Contingent Owner	Date

Current Policyowner Information: I (we) agree that the above revocation and change, upon being filed and recorded with the Company, will take effect as of the date this notice was signed, unless the policy has been terminated, surrendered or had a claim filed and/or processed against it before this revocation and change is received by the Company. Refer to the Instructions for acceptable signatures.

Print Name of Policyowner/Title		SS Number/Tax ID Number
Signature		Date
Signature of Notary Official, if applicable	Notary seal/stamp	Date

Print Name of Joint Policyowner/Title		SS Number/Tax ID Number
Signature		Date
Signature of Notary Official, if applicable	Notary seal/stamp	Date

Spousal Signature Requirements

For the protection of both parties, if the owner resides in a Community Property State, we request that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form below.

_____
Print Name of Spouse

_____ _____
Signature of Spouse Date

All pages of this form must be submitted for consideration of request

Heriaud & Genin, Ltd.

Attorneys At Law
161 North Clark Street - Suite 3200
Chicago, Illinois 60601
Fax: (312) 616-1808

Tamar S.P. Genin
(312) 616-1806
tspg@hgtrustlaw.com

November 28, 2011

Ms. Pamela B. Simon
950 North Michigan Avenue
Apt. 2603
Chicago, Illinois 60611

Dear Pam:

Please accept my apologies for my delay in sending you this letter. I had meant to send it to you soon after we spoke about my discussions with your parents' estate planning attorney, Robert Spallina. I know that it came as a shock when I told you that I was informed by Mr. Spallina that you, Ted and your respective family lines have not been provided for under your parents' estate plan and that your other three siblings have been provided for. Therefore, I thought that this follow-up letter was important.

As you may recall, I wrote to Mr. Spallina to request copies of your mother's Will, Trust and related financial information so that we could factor in a projected value of your remainder interest in your mother's Trust and analyze whether we should make any revisions to your and Scooter's estate plan in light of your mother's passing. We followed up with him after not receiving the requested information. In the end, I received an email from him in which he wrote "Please call me."

During my discussions with Mr. Spallina, he told me that you, Ted and your family lines were treated as "deceased" under your mother's trust because you and Ted were active in the businesses, and that each of you received a business as a gift from your parents. Mr. Spallina went on to say that your parents thought that they had adequately provided for you and Ted as a result of the gift of the business interests and that they wanted to provide for the other three children under their estate plan. I listened to what Mr. Spallina said. However, I knew based on our series of discussions over the years that, in fact, you did not receive any gift of a business interest from your parents.

Following is my understanding of the circumstances under which you obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), which I understand can be supported by documentation:

- You and Scooter "stepped-in" and took over the running of Si's businesses (including SB Lexington, Cambridge Associates and others) following your father's open heart surgery at Northwestern in February of

1987, where he also contracted Hepatitis C and was told that he could no longer work full time. Following this, Si moved full time to Florida. He traveled to Israel later that year and contracted pneumonia.

- Upon reviewing the books, you and Scooter realized that Si's businesses were failing, an employee was stealing money and Si owed millions of dollars in unpaid bills and unpaid debt. In addition, you were receiving call after call from various banks asking for repayment.

- At that time, the ALPS was in its infancy. The promoter/agency was Cambridge Associates, owned 50% by Dov Kahana and 50% by Si with the positive arbitrage owned 25% by each of Cambridge, KGN, Bruce Nickerson and Scooter.

- In August 1988, Dov was exposed by you, and you and Scooter bought out Dov's 50% share for $3,300/month for 3 years and re-formed STP to own and market the ALPS.

- The first ALPS funding was on October 25, 1988. Even though your father was not involved in the day-to-day operations of STP, and you and Scooter were buying out Dov, your father insisted on owning a 50% share in STP, with each of you and Scooter receiving a 25% share.

- To protect your reputation and save Si from bankruptcy, you and Scooter decided to work 7 days a week and to forgo receiving most of your share of the net income from the business for a number of years to turn Si's situation around. During this time, however, your father continued to receive his 50% share of the net income and had his debt re-financed and re-paid by STP.

- Ultimately you and Scooter were compelled to buy your father out because he was doing business in Florida on behalf of others in a manner that was jeopardizing the relationships that you and Scooter had made through your efforts. You and Scooter paid top dollar ($6.5 million) to buy out your father's interest after the two of you had turned STP into a success. Although neither you nor Scooter thought that such a large sum was reasonable, you felt good knowing that it should take care of him and your mother for life.

- Just months after you purchased your father's interest in STP, you discovered that your father was doing business in direct competition with STP and utilizing STP information on his web page.

In addition, I recall based on our discussions that you and Scooter decided to help your parents by purchasing their Chicago condominium after they decided to move to St. Andrews. I understand that the two of you paid above full price with no

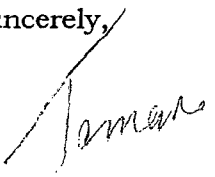
sales commission during a time when units were not selling at all, much less at full price. I also recall that the condo's furnishings were included in the purchase price even though your parents ultimately took an antique bench with them.

I do not see how either of these transactions with your parents could in any way be viewed as gifts that they made to you, and thus, justify their decision to cut you, Molly and future descendants of your family line out of receiving assets under their estate plan. I suggest that you talk this over with your father. Perhaps a review of the facts of the transactions will help his recollection about what actually occurred during the period when he was ill.

It is not the natural course to cut out certain family lines (Mr. Spallina agreed with me on this), and doing so could result in rifts between family lines for generations to come. I expect that this is not the type of legacy that your father would like to leave behind. In my experience, a child and that child's line are cut out only in extreme circumstances.

It is not too late for your father to change the current course. Since each of you, Ted, Lisa and Jill have your own independent wealth, perhaps at death your father could provide for your brother, Eliot, who is in need of financial assistance, and then divide the remainder of your parents' assets (after any debts, taxes and expenses) between the grandchildren so that each grandchild feels that he or she has been treated the same as his or her cousins. Obviously generation-skipping transfer ("GST") taxes would need to be considered, but under current tax law, potentially up to $10 million could be transferred between your parents to the grandchildren's generation without triggering a GST tax.

Sincerely,



==========

IRS CIRCULAR 230 NOTICE: To comply with requirements imposed by the IRS, we inform you that any federal tax advice contained in this letter (including any enclosures) is not intended or written to be used, and cannot be used, for the purposes of avoiding penalties under the Internal Revenue Code. If this letter contains federal tax advice and is distributed to a person other than the addressee, each subsequent reader is notified that such advice is being delivered to support the promotion or marketing by a person other than Heriaud & Genin, Ltd. Each such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent adviser.

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2013

Personal & Confidential

FEDERAL EXPRESS
Adam Simon, Esq.
The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601

Re: Simon Bernstein Estate

Dear Adam:

Enclosed for your records is a copy of the Heritage Union Life Insurance file for the above referenced Estate.

If you have any questions, please do not hesitate to call the office.

Sincerely,

ROBERT L. SPALLINA

RLS/ac
Enclosure

Fed Shipment Receipt

Address Information

Ship to:	**Ship from:**
Adam Simon, Esq.	Lauren Galvani
The Simon Law Firm	
303 E. Wacker Drive	4855 Technology Way
Suite 210	Suite 720
CHICAGO, IL	Boca Raton, FL
60601	33431
US	US
312-819-0730	5619977008

Shipment Information:
Tracking no.: 799732615270
Ship date: 05/10/2013
Estimated shipping charges: 33.50

Package Information
Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
Total weight: 2 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Drop off package at FedEx location

Billing Information:
Bill transportation to: MyAccount-343
Your reference: e/o Bernstein - 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Robert Spallina

From: Robert Spallina
Sent: Friday, May 03, 2013 6:41 PM
To: Welling, Scott
Cc: Donald Tescher
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Scott there is no trust instrument to be found. That was what the Dec action was all about.

Sent from my iPhone

On May 3, 2013, at 5:58 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

> Hello,
>
> Can you gentlemen pdf me a copy of the trust?
>
> Thanks.
>
> Scott

From: Donald Tescher [mailto:dtescher@tescherspallina.com]
Sent: Friday, April 19, 2013 6:01 PM
To: Welling, Scott; Robert Spallina
Cc: asimon21@att.net; David (Scooter) Simon; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Ted: This is principally addressed to you but have included others so that they are aware. I feel that we have serious conflicts in continuing to represent you as Trustee of the Life Insurance Trust and need to withdraw from further representation in regard to that matter. We have been under the impression that the interpleader action to be filed in Palm Beach County, Florida would be filed in the Circuit Court which is a State court. That is where Sy's estate is being administered. I have spent the past couple of days acting as an intermediary with Scooter and Scott and thought that we had reached a reasonable resolution that would permit the carrier to bring the action here and have Adam then dismiss the Cook County suit. It appears that I was unsuccessful. Given the conflicting issues of who is representing the Trust, our removal will at least solve that issue. If you gave written authority to the Simon Lawfirm it was without our knowledge.

Should our testimony or affidavits regarding Sy's intent or any other aspects of this matter that we may have knowledge be useful we will certainly be available to assist.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may

be imposed on the taxpayer, and (b) any v .on statement contained herein relating to any Federal tax issue .y not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:26 PM
To: Robert Spallina; Donald Tescher
Subject: FW: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Gentlemen,

Can you advise on the below...?

From: adam simon [mailto:asimon21@att.net]
Sent: Friday, April 19, 2013 5:25 PM
To: Welling, Scott
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling:

You have been given inaccurate information. I have received written authorization from Ted Bernstein as Tstee of the Trust to file the action that was filed in Cook County.

Thank you,
Adam Simon

Sent from my iPhone

On Apr 19, 2013, at 4:02 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

> Dear Mr. Simon,
>
> Thank you for your correspondence.
>
> I just tried to call you, but neither you nor your colleague David Simon were available.
>
> I have briefly discussed this matter with Cook County counsel.
>
> It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.
>
> My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to

resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.

If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.

I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.

If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.

Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.

I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.

Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Bernstein - Life Ins.

Donald Tescher

From: Donald Tescher
Sent: Friday, April 19, 2013 6:01 PM
To: 'Welling, Scott'; Robert Spallina
Cc: 'asimon21@att.net'; 'David (Scooter) Simon'; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Ted: This is principally addressed to you but have included others so that they are aware. I feel that we have serious conflicts in continuing to represent you as Trustee of the Life Insurance Trust and need to withdraw from further representation in regard to that matter. We have been under the impression that the interpleader action to be filed in Palm Beach County, Florida would be filed in the Circuit Court which is a State court. That is where Sy's estate is being administered. I have spent the past couple of days acting as an intermediary with Scooter and Scott and thought that we had reached a reasonable resolution that would permit the carrier to bring the action here and have Adam then dismiss the Cook County suit. It appears that I was unsuccessful. Given the conflicting issues of who is representing the Trust, our removal will at least solve that issue. If you gave written authority to the Simon Lawfirm it was without our knowledge.

Should our testimony or affidavits regarding Sy's intent or any other aspects of this matter that we may have knowledge be useful we will certainly be available to assist.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
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From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:26 PM
To: Robert Spallina; Donald Tescher
Subject: FW: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Gentlemen,

Can you advise on the below...?

From: adam simon [mailto:asimon21@att.net]

Sent: Friday, April 19, 2013 5:25 PM
To: Welling, Scott
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling:

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Thank you,
Adam Simon

Sent from my iPhone

On Apr 19, 2013, at 4:02 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

> Dear Mr. Simon,
>
> Thank you for your correspondence.
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> I just tried to call you, but neither you nor your colleague David Simon were available.
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> I have briefly discussed this matter with Cook County counsel.
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> It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.
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Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Donald Tescher

From: Welling, Scott [scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:03 PM
To: 'Cheryl Sychowski'
Cc: Donald Tescher; Adam Simon; Adam Simon; Robert Spallina
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498
Importance: High

Dear Mr. Simon,

Thank you for your correspondence.

I just tried to call you, but neither you nor your colleague David Simon were available.

I have briefly discussed this matter with Cook County counsel.

It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.

My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.

If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.

I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.

If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.

Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.

I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.

Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM

To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

4/19/2013

THE SIMON LAW FIRM
303 EAST WACKER DRIVE
SUITE 210
CHICAGO, IL 60601-5210
PHONE: (312) 819-0730 • FAX: (312) 819-0773

April 19, 2013

Scott D. Welling
Associate General Counsel
Jackson National Life Insurance Company
One Corporate Way
Lansing, Michigan 48951

RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company, Case Number 2013L003498

Mr. Welling:

This email confirms that the Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 will dismiss the action filed in Cook County upon a filing of the interpleader action in the Palm Beach County Circuit Court within the later of (i) 30 days from today; or (ii) the time for filing an answer or other responsive pleading in the Cook County matter. Heritage need not file an answer or other pleading provided if and only if Heritage files the interpleader action in the Palm Beach County Circuit Court within the time stated.

Thank you for your participation in this resolution.

Very truly yours,
THE SIMON LAW FIRM

Adam M. Simon

Donald Tescher

From: Donald Tescher
Sent: Friday, April 19, 2013 2:18 PM
To: 'David (Scooter) Simon'; Ted Bernstein
Cc: Robert Spallina
Subject: RE: Heritage Union

Scooter, as per my telephone conversation with you where I advised you of my subsequent telephone conversation with Heritage's counsel, please revise the message as modified below and have it typed on your letterhead, signed and addressed to Scott D. Welling, Associate General Counsel, Jackson National Life Insurance Company, One Corporate Way, Lansing, Michigan 48951. Email is scott.welling@jackson.com. Please copy us also. Thank you.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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From: David (Scooter) Simon [mailto:dsimon@stpcorp.com]
Sent: Friday, April 19, 2013 1:36 PM
To: Ted Bernstein; Donald Tescher
Subject: RE: Heritage Union

Mr. Welling:

This email confirms that the Insurance Trust will dismiss the action filed in Cook County upon a filing of the interpleader action in the Palm Beach County Circuit Court within the later of (i) 30 days from today; or (ii) the time for filing an answer or other responsive pleading in the Cook County matter. Heritage need not file an answer or other pleading provided if and only if Heritage files the interpleader action in the Palm Beach County Circuit Court within the time stated.

Thank you for your participation in this resolution.

Adam Simon

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

Sent: Friday, April 19, 2013 8:24 AM
To: Donald Tescher
Cc: Robert Spallina; David (Scooter) Simon
Subject: Re: Bernstein

Thanks Don.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 19, 2013, at 9:22 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:

> Good. Spoke to Scooter yesterday. They are sending us a letter agreeing to dismiss the Cook County lawsuit upon a filing of the interpleader action in the Palm Beach County Circuit Court. However, a new wrinkle has cropped up: the insurance company has now been formally served. I will ask Scooter to modify the letter to indicate that they need not file an answer or other pleading and the suit will be dismissed provided they file the interpleader here within the time for filing an answer or other responsive pleading in the Cook County matter. I will call the in house counsel at the carrier and make sure that this will be acceptable.
>
> Donald R. Tescher, Esq.
> TESCHER & SPALLINA, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Telephone: 561-997-7008
> Facsimile: 561-997-7308
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From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:28 AM
To: Robert Spallina
Cc: Donald Tescher
Subject: Re: Bernstein

Condo closed yesterday. Money should be wired today. One down, one to go.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 18, 2013, at 9:19 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

See below

Sent from my iPhone

Begin forwarded message:

From: "Welling, Scott" <scott.welling@jackson.com>
Date: April 18, 2013, 4:22:55 PM EDT
To: 'Robert Spallina' <rspallina@tescherspallina.com>
Subject: Bernstein

Hi Bob,

Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th…??

I cannot file the Palm Beach interpleader with this action pending.

Scott D. Welling

Associate General Counsel

Jackson National Life Insurance Company

One Corporate Way

Lansing, Michigan 48951

Phone: (517) 367-4337

Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Donald Tescher

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> Facsimile: 561-997-7308
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tbernstein@lifeinsuranceconcepts.com

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> > **Date:** April 18, 2013, 4:22:55 PM EDT
> > **To:** 'Robert Spallina' <rspallina@tescherspallina.com>
> > **Subject: Bernstein**
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> >
> > Scott D. Welling
> >
> > Associate General Counsel
> >
> > Jackson National Life Insurance Company
> >
> > One Corporate Way
> >
> > Lansing, Michigan 48951

Phone: (517) 367-4337

Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Donald Tescher

From: Robert Spallina
Sent: Thursday, April 18, 2013 9:19 PM
To: Donald Tescher
Cc: TBernstein@lifeinsuranceconcepts.com
Subject: Fwd: Bernstein

See below

Sent from my iPhone

Begin forwarded message:

From: "Welling, Scott" <scott.welling@jackson.com>
Date: April 18, 2013, 4:22:55 PM EDT
To: 'Robert Spallina' <rspallina@tescherspallina.com>
Subject: Bernstein

Hi Bob,

Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th...??

I cannot file the Palm Beach interpleader with this action pending.

30 days

[- he's ~~week~~ out next week]

-

Scott D. Welling
Associate General Counsel
Jackson National Life Insurance Company
One Corporate Way
Lansing, Michigan 48951
Phone: (517) 367-4337
Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Donald Tescher

From: Alexa Collevechio
Sent: Thursday, April 18, 2013 3:09 PM
To: Donald Tescher
Subject: David Simon "Scooter" 312-819-0730

dsimon@stpcorp.com

Ted Mentioned to him that you called him and left him a voicemail but has no recollection of that happening

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

4/19/2013

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, April 15, 2013 6:34 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: FW: Simon Bernstein Irrv Trust v Heritage Union

No, still not.

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: RE: FW: Simon Bernstein Irrv Trust v Heritage Union
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: RE: FW: Simon Bernstein Irrv Trust v Heritage Union

Have you spoken to them now? We want the filing in Cook County withdrawn ASAP.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, April 15, 2013 12:27 PM
To: Robert Spallina
Subject: RE: FW: Simon Bernstein Irrv Trust v Heritage Union

Hmmmm - haven't spoken with him since being on phone in your office.

Ted
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: FW: Simon Bernstein Irrv Trust v Heritage Union
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: FW: Simon Bernstein Irrv Trust v Heritage Union

Ted – see below. Instructions from his clients??? Convenient how he didn't copy you.

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 15, 2013 12:01 PM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

Mr. Spallina:

I am trying to get final instructions from my clients, and will be back to you as soon as I can.

Thank you.

Adam Simon

From: Robert Spallina <rspallina@tescherspallina.com>
To: Adam Simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
Sent: Monday, April 15, 2013 10:53 AM
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Please advise timing as we have not received a response on the below email.

From: Robert Spallina
Sent: Friday, April 12, 2013 11:22 AM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; David (Scooter) Simon; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - I have spoken to Scott Welling at Jackson (who is copied on this email) and he will interplead here in South Palm Beach County which was the path he and I have been on since we discovered the defect in the ownership change. He is in the process of speaking to counsel here in Palm Beach County. As discussed

Monday, please withdraw the pleading filed in Cook County and provide notice of same to all the parties on this email. He cannot file his inter-pleader with this matter pending in Cook County. Thank you

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

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From: Robert Spallina
Sent: Monday, April 08, 2013 1:59 PM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - we would like an explanation as well. Our client, Ted Bernstein (and the alleged successor trustee of the subject trust), never had a conversation with us that his family would be taking it upon themselves to attempt to collect the proceeds from the carrier through his brother-in-law's firm. We have represented this

trust from the date of Mr. Bernstein s death. Is our client even aware that this was filed? He did not sign the pleading. Please advise.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

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E-mail: rspallina@tescherspallina.com

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From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Monday, April 08, 2013 12:47 PM
To: 'Adam Simon'; Robert Spallina
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

I have been working with attorney Robert Spallina to try and amicably resolve this matter.

Who do you represent, and why are you suing us? Have you been apprised of attorney Spallina's efforts to help us resolve this matter?

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 08, 2013 12:15 PM
To: Welling, Scott
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

Attached please find a complaint in this matter filed in the Circuit Court of Cook County. My client has attempted to reach you but has been unsuccessful. We remain hopeful that this matter can be resolved quickly. If you have any questions and need to speak with me today, please try my cell phone at 312-320-4491. Thank you.

Adam Simon

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Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Monday, April 08, 2013 2:01 PM
To: Robert Spallina
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Appreciate it Bob. My assistant was actually assembling the file to send to outside counsel to file an interpleader.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
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Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

I have been working with attorney Robert Spallina to try and amicably resolve this matter.

Who do you represent, and why are you suing us? Have you been apprised of attorney Spallina's efforts to help us resolve this matter?

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 08, 2013 12:15 PM
To: Welling, Scott
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

Attached please find a complaint in this matter filed in the Circuit Court of Cook County. My client has attempted to reach you but has been unsuccessful. We remain hopeful that this matter can be resolved quickly. If you have any questions and need to speak with me today, please try my cell phone at 312-320-4491. Thank you.

Adam Simon

Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Monday, April 08, 2013 12:58 PM
To: Robert Spallina
Subject: FW: Simon Bernstein Irrv Trust v Heritage Union
Attachments: COMPLAINT AT LAW-heritage union.pdf

Hello,

Did you know anything about this?

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 08, 2013 12:19 PM
To: Welling, Scott
Subject: Fw: Simon Bernstein Irrv Trust v Heritage Union

I believe the complaint may have been missing from the prior email. Here it is. Thanks.

----- Forwarded Message -----
From: Adam Simon <asimon21@att.net>
To: "scott.welling@jackson.com" <scott.welling@jackson.com>
Sent: Monday, April 8, 2013 11:14 AM
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

Attached please find a complaint in this matter filed in the Circuit Court of Cook County. My client has attempted to reach you but has been unsuccessful. We remain hopeful that this matter can be resolved quickly. If you have any questions and need to speak with me today, please try my cell phone at 312-320-4491. Thank you.

Adam Simon

- File Doc. Nos.

-

- Ocwen LSA

- The Cir Law Doc

#s 4

- Scott.Wrenn@jfclaw.com

Robert Spallina

From: Robert Spallina
Sent: Thursday, March 14, 2013 7:17 AM
To: Pam Simon
Cc: David (Scooter) Simon; Ted Bernstein
Subject: Re: Simon Bernstein

Waiting for carrier to clear up title and beneficiary designation. Did you get the email I sent everyone from the carrier last week? Scooter knows where we are in process.

Sent from my iPhone

On Mar 14, 2013, at 12:41 AM, "Pam Simon" <psimon@stpcorp.com> wrote:

> Next step? By who? Or is it whom?
>
> On Mar 13, 2013, at 7:42 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > Thanks.
> >
> > Sent from my iPhone
> >
> > On Mar 13, 2013, at 6:02 PM, "David \(Scooter\) Simon" <dsimon@stpcorp.com> wrote:
> >
> > > last of the docs we can dig up.
> > >
> > > **Very Truly Yours,**
> > > **David B. Simon**
> > > **The Simon Law Firm**
> > > 303 East Wacker Drive, Suite 210
> > > Chicago, IL 60601
> > >
> > > Phone: (312) 819-0730
> > > Fax: (312) 819-0773
> > > E-mail: dsimon@chicago-law.com
> > >
> > > This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Confidential, proprietary or time-sensitive communications should not be transmitted via the Internet, as there can be no assurance of actual or timely delivery, receipt and/or confidentiality.

From: Cheryl Sychowski
Sent: Wednesday, March 13, 2013 4:32 PM
To: David (Scooter) Simon
Subject: Simon Bernstein

<DOC (9).PDF>

Robert Spallina

From: David (Scooter) Simon [dsimon@stpcorp.com]
Sent: Friday, March 08, 2013 11:21 AM
To: Robert Spallina
Subject: LaSalle

Robert,
The policy was originally bought by a 501(c)(9) Death Benefit VEBA Trust. LaSalle was a successor Trustee and the last Trustee before the VEBA was dissolved. SB Lexington, the corporation that established the VEBA Trust was also dissolved. Simon, as sole owner of SB Lexington at the time of dissolution, became the owner of the policy and he named the Simon Bernstein Irrevocable Insurance Trust dated June 21, 1995 as beneficiary. LaSalle has also since been dissolved or merged into Bank of America.

Very Truly Yours,
David B. Simon
The Simon Law Firm
303 East Wacker Drive, Suite 210
Chicago, IL 60601

Phone: (312) 819-0730
Fax: (312) 819-0773
E-mail: dsimon@chicago-law.com

This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Confidential, proprietary or time-sensitive communications should not be transmitted via the Internet, as there can be no assurance of actual or timely delivery, receipt and/or confidentiality.

Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Friday, March 08, 2013 1:44 PM
To: Robert Spallina
Subject: Bernstein; Policy No. 1009208

Hi Bob,

First, let me thank you for discussing this matter with me, and for your continued cooperation in helping ensure that the $1 – million – plus proceeds of this policy are paid correctly.

As I noted during our conversation, Jackson recently acquired Reassure Life Insurance Company, and is now responsible for administering this policy. I have been working with former Reassure personnel to obtain the necessary documentation confirming the last-named owner and beneficiary of the policy. Unfortunately, due to the age of this policy, this is proving to be a difficult task.

My assistant, who is quite thorough, went through the policy file and prepared a detailed outline noting all policy activity, including owner changes and beneficiary changes. This outline revealed instances where letters were sent confirming ownership and/or beneficiary changes, for which no valid ownership change or beneficiary change directive could be found. I have sent the Reassure folks several emails pointing out these issues and I have asked them to provide all documentation substantiating the confirmation letters.

Clearly, Jackson wants to pay the proceeds of this policy to the correct beneficiary as swiftly as possible. If we need to seek the court's determination of who that beneficiary is, it is vitally important that we name in any pleading all entities which may have a claim to the proceeds. Hence the need to confirm, to the extent possible, all beneficiary designations which may (rightly or wrongly) have been recorded against the policy.

At this point, my hope is to resolve this matter by way of a Petition which (i) names all possible beneficiaries/claimants, and (ii) specifically asks for an order directing Jackson to pay a specific beneficiary. As I noted, the Petition should name Jackson as a party, so we will be bound by the Order. Assuming no hostile allegations are made against Jackson, I will not oppose the entry of the Order, but will simply await entry of the final Order, at which time payment can be made.

I will help you draft the Petition and Order.

Alternately, Jackson could simply interplead the funds and let the court decide who is entitled to the proceeds. I would like to avoid this if possible, as it would prove to be more expensive for both your clients and Jackson.

I pledge to work with you to resolve this matter as swiftly and economically as possible.

Please let me know if you need anything else.

Scott D. Welling
Associate General Counsel
Jackson National Life Insurance Company
One Corporate Way
Lansing, Michigan 48951
Phone: (517) 367-4337
Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Robert Spallina

From: David (Scooter) Simon [dsimon@stpcorp.com]
Sent: Friday, March 08, 2013 11:21 AM
To: Robert Spallina
Subject: LaSalle

Robert,
The policy was originally bought by a 501(c)(9) Death Benefit VEBA Trust. LaSalle was a successor Trustee and the last Trustee before the VEBA was dissolved. SB Lexington, the corporation that established the VEBA Trust was also dissolved. Simon, as sole owner of SB Lexington at the time of dissolution, became the owner of the policy and he named the Simon Bernstein Irrevocable Insurance Trust dated June 21, 1995 as beneficiary. LaSalle has also since been dissolved or merged into Bank of America.

Very Truly Yours,
David B. Simon
The Simon Law Firm
303 East Wacker Drive, Suite 210
Chicago, IL 60601

Phone: (312) 819-0730
Fax: (312) 819-0773
E-mail: dsimon@chicago-law.com

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Robert Spallina

From: Robert Spallina
Sent: Wednesday, March 06, 2013 5:26 PM
To: 'Ted Bernstein'; 'Pam Simon'; lisa.friedstein@gmail.com; Jill Iantoni
Cc: Donald Tescher
Subject: Dec Action and Waivers
Attachments: Declaratory Action to Establish a Lost Trust.pdf; Jill Waiver Consent and Joinder.pdf; Lisa Waiver Consent and Joinder.pdf; Pam Waiver Consent and Joinder.pdf

All – attached is the petition we intend to file along with the waivers that each of you will need to sign. We have not heard from the attorney at Heritage but as discussed we intend to file the attached on Monday regardless. We did check with his office and he is out until tomorrow so we will reach out to him again to see if he has any comments as a courtesy prior to filing. Please sign your waivers and send us the originals in the overnight mail so I can receive them on Friday. Ted does not need to sign a waiver as he is signing the petition.

If we need to have a call on any of this I am available tomorrow afternoon or on Friday most of the day.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Robert Spallina
Sent: Wednesday, March 06, 2013 5:32 PM
To: 'Scott.welling@jackson.com'
Subject: Simon Bernstein Trust - Policy #1009208
Attachments: Declaratory Action to Establish a Lost Trust.pdf

Scott – I understand you are out of the office until tomorrow. We sent this to you previously and in error addressed it to the wrong email address. We would like to file this on Monday so if you could take a few minutes to review it would be greatly appreciated. We have not attached a copy of the Order but it will obviously be in the form of the relief requested.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dated JUNE 21, 1995 _____/

PROBATE DIVISION

FILE NO.:

DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

COMES NOW TED BERNSTEIN, son of SIMON BERNSTEIN ("SIMON"), deceased, and alleges the following:

Parties, Jurisdiction and Venue

1. This is an action to establish the terms of a lost trust, including the determination of a successor trustee, pursuant to Florida Statutes 86.011, 86.041 and 736.0201(2) and (4).
2. Florida Statutes 86.736.0201 provides, in part, for the Court to intervene in the administration of a trust when invoked by an interested person relating to the validity, administration or distribution of a trust, appoint or remove a trustee and ascertain beneficiaries.
3. Petitioner, TED S. BERNSTEIN ("TED"), is of legal age and a resident of Palm Beach County, Florida, and the former Personal Representative and current trustee of the FAMILY TRUST F/B/O SIMON BERNSTEIN under the SHIRLEY BERNSTEIN REVOCABLE TRUST.
4. SHIRLEY BERNSTEIN is the predeceased spouse of SIMON, who upon information and belief was the Trustee of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST (the "ILIT") , an irrevocable trust established by SIMON on June 21, 1995 .
5. SIMON died on September 13, 2012 and his estate is now being probated in the Circuit Court for Palm Beach County, Florida. SIMON is survived by the following adult children:

TED S. BERNSTEIN, resident of Palm Beach County, Florida ;
PAMELA BERNSTEIN, resident of Chicago, Illinois;
ELIOT BERNSTEIN, resident of Palm Beach County, Florida;
JILL IANTONI, resident of Highland Park, Illinois; and
LISA S. FRIEDSTEIN, resident of Highland Park, Illinois (hereinafter sometimes referred to as the "Children").
All of the Children are sui juris and have either executed and filed Consents to the relief sought or have been served with this Petition.

6. Venue of this proceeding is proper in this Court pursuant to Florida Statutes 737.0204 and Chapter 47 because the ILIT's principal place of administration and Trust situs was and remained in Palm Beach County, Florida.

General Allegations

7. Attached as Exhibit "A" is a copy of the Form SS-4, Application for Employer Identification Number, reflecting the name of the ILIT and signed by SHIRLEY as the Trustee and dated June 21, 1995.

8. Diligent search for the ILIT or a copy of it has been made, including inquiry with the insurance carrier, HERITAGE UNION LIFE INSURANCE COMPANY ("HERITAGE"), search of SIMON'S and SHIRLEY's papers and documents, lawyer files and accountant files, and no original or copy has been located.

9. Upon information and belief, the Petitioner, TED, was named as the successor Trustee to SHIRLEY of the ILIT. (See Affidavit of David Simon, Esq., son-in-law of SIMON and SHIRLEY, attached hereto as Exhibit "B").

10. Upon information and belief, the beneficiaries of the ILIT were the children of SIMON and SHIRLEY, in equal shares and per stirpes. (See Affidavit of Robert L. Spallina, Esq., personal attorney to SIMON and SHIRLEY during their lifetimes, attached hereto as Exhibit "C").

11. HERITAGE has advised counsel for the Petitioner that their records reflect the owner of the life insurance policy to be SIMON and the beneficiary to be the ILIT. (See copy of communication from carrier dated _____ attached hereto as Exhibit

"D ").

12. HERITAGE will not settle and pay the death benefit under policy #1009208 until receipt of a court order identifying the successor trustee of the ILIT.

13. In order to avoid delays occasioned by the need to open new banking arrangements for the ILIT to process and distribute the insurance proceeds, TED wishes to authorize HERITAGE to disburse the death benefit proceeds to Tescher & Spallina, P.A. Trust Account at Sabadell Bank.

WHEREFORE, Petitioner respectfully requests this Court to determine that

A. TED S. BERNSTEIN is the successor trustee to SHIRLEY BERNSTEIN of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dated June 21, 1995;

B. The remainder beneficiaries of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dated June 21, 1995 are the five (5) children of SIMON and SHIRLEY, in equal shares, per stirpes;

C. HERITAGE UNION LIFE INSURANCE COMPANY be directed to distribute the death benefit proceeds to the Tescher & Spallina, P.A. Trust Account at Sabadell Bank.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on _____, 2013

_____
TED S. BERNSTEIN

_____
Donald R. Tescher, Esq.
Attorney for Petitioner
Florida Bar No. 121086
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

N:\WPDATA\estates\Bernstein, Simon\Life Insurance Trust\Declaratory Action to Establish a Lost Trust.wpd

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was served via U.S. Mail to the following individuals on this _____ day of _____, 2013:

TESCHER & SPALLINA, P.A.

By:_____

Donald R. Tescher, Esq.
Attorney for Petitioner
Florida Bar No. 121086
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____
PAMELA BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____
ELIOT BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____
LISA S. FRIEDSTEIN

2/25/13 Bernstein 6/21, 1995 Trust execution date

~~Illinois resident?~~
~~Trust executed there~~

Chapter 86 7.5.

736.0108 Principal place of admin.

736.0201
736.0204(3) principal place of admin - FL.

Ins - Heritage

- 1995 Trust reflected as here in Ins. Co does

Both were FL residents
- Sey owned policy died 9/13/12
- Sandy was Trustee died 12/8/10

Pam, Jill, Lisa - all Illinois residents
Elliot, his minor children & Ted - FL. residents

38-4 6/21/95 - 65-6178916

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Saturday, February 09, 2013 5:40 PM
To: 'Pam Simon'; 'Ted Bernstein'
Cc: 'Lisa Sue Friedstein'; 'Jill Iantoni'; 'Jill M. Iantoni'; Robert Spallina; 'Christine P. Yates ~ Director @ Tripp Scott'; 'Irina Roach'
Subject: RE: Heritage Policy

What meeting and for what? I am not doing anything with the insurance until I receive a copy of the policy from the carrier. Who at the carrier can I contact to have the policy sent to me on Monday and what is the number? eb

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Saturday, February 9, 2013 5:35 PM
To: Ted Bernstein
Cc: Eliot Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach
Subject: Re: Heritage Policy

I'm good 10 am chicago time Sunday

On Feb 9, 2013, at 10:22 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Eliot - we do have the letter from Heritage that you refer to below. They will pay with an order from the court which is based on the agreement, among us, to pay the trust. It's not only easy, we already have the letter from them.
>
> Why don't the 5 of us get on a call in the next day or two? There are a bunch of things to cover other than this policy, such as the property in the house.
>
> Time suggestions??
>
> Ted
> 561-988-8984
> tbernstein@lifeinsuranceconcepts.com
>
> On Feb 8, 2013, at 7:41 PM, "Pam Simon" <psimon@stpcorp.com> wrote:
>
> > Yad - bad news - we don't have copies of the policy - dad probably took it when he emptied his office / probably the trust too! The carrier seems to be the only one with a copy. As to the other items, we should do a call cause the premise is off.
> > Have a good weekend.
> > Pam
> >
> > On Feb 8, 2013, at 5:48 PM, "Eliot Bernstein" <iviewit@gmail.com> wrote:
> >
> > > Thanks for your response to my analysis of the Heritage matter; however, I believe your comments assume I do not understand the trust concept and its utility, and your analysis is based on the theory of estate planning using trusts and not the importance of having the actual trust document. I started by again requesting a copy of the Heritage policy. I need to review the policy's

Robert Spallina

From: Robert Spallina
Sent: Friday, February 08, 2013 8:41 PM
To: Pam Simon
Cc: Eliot Bernstein; Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Christine P. Yates ~ Director @ Tripp Scott
Subject: Re: Heritage Policy

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

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

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

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

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

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

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

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

Have a nice weekend.

Sent from my iPhone

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

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

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

> Thanks for your response to my analysis of the Heritage matter; however, I believe your comments assume I do not understand the trust concept and its utility, and your analysis is based on the theory of estate planning using trusts and not the importance of having the actual trust document. I started by again requesting a copy of the Heritage policy. I need to review the policy's provisions respecting how death benefit proceeds are dealt in situations where a beneficiary designation fails. This is a simple request. You and Pam indicated that you each have a copy of the policy. Robert said he has a copy of the policy. PLEASE send a copy to me. I assure you that nothing will transpire until I have reviewed the policy.
>
> I have been advised that in situations where a beneficiary designation fails, an insurer will in almost all situations pay the proceeds into the probate court and ask the court to determine to whom the proceeds are payable and ask for a release. The position I took in my prior email is clear; that a probate court will likely decide that the proceeds will go to the grand children through the estate and the pour over trust. This analysis troubles you because the Heritage proceeds would thus be considered an estate asset and subject to creditor claims. I understand your concerns. But unless the 1995 trust document is located, and unless the Heritage policy provides otherwise, this is how it most likely will play out.
>
> Your comments about Dad's desires and his estate planning experience are simply not relevant; however, I could understand that you may wish to make this argument to the probate court. All of the meetings, time and energy being spent trying to come up with a way to convince Heritage to pay the benefits pursuant to what Robert believes the 1995 trust said is wasted energy, unless Heritage agrees to pay the proceeds pursuant to some form of settlement and release agreement. If you want me to even consider such an arrangement, in addition to reviewing the Heritage policy, I will require a letter from Heritage specifically stating that Heritage may make the proceeds payment under such an arrangement. It should be easy to get such a letter if Heritage is willing to consider such an arrangement.
>
> Now that you know my position, I will respond to your comments respecting my analysis in my prior email. We all know that like you and Pam, Dad spent his career in the insurance business. I also spent years in the insurance business. In fact, Dad was one of the best and most innovated at it. Just look at his and your company's (LIC) web site for confirmation. As an expert, Dad understood all the benefits of designating a trust as the beneficiary under a life policy. You keep the proceeds out of the estate and probate process, and the proceeds are not subject to creditor claims. You and Pam and even I understand these concepts too. So does Mr. Spallina, as an expert estates lawyer. All of us (you, Pam, Robert and me) also know that having the actual trust document is essential to ensuring that the insurance proceeds are actually paid to the trust. The reason why insurers will not make payment pursuant to a missing trust document is that the insured had the right and ability to make changes to the trust document, including the beneficiaries thereunder until the day he died. You commented that Mr. Spallina said it is Heritage's policy not to make payments to an estate in situations where a trust is lost. Is that your experience with insurance companies? Perhaps Heritage's position is that it will pay the proceeds to the court (not the estate) and the judge determines how the proceeds are distributed. My friends in the business tell me that this is precisely

what insurance companies do, albeit through the probate court. That is also why Mr. Spallina included that clause I mentioned in Dad's will, so any such proceeds flow through to Dad's pour over trust as a backup. Most wills include such a clause even though many people employ a trust. Trusts do get lost or are revoked. Beneficiary designations fail for a variety of reasons.

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

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

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

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

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

Eliot I. Bernstein

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, February 06, 2013 3:49 PM
To: Eliot Bernstein (iviewit@gmail.com)
Cc: 'Pam Simon'; Jill Iantoni; Lisa Friedstein (lisa.friedstein@gmail.com); Robert Spallina
Subject: Heritage policy
Attachments: image001.jpg

Eliot,

I have pasted your analysis re the Heritage policy below. The email did not get to me, not sure why.

The problem with your analysis is that it is not factually correct and therefore, you are drawing conclusions that are incorrect.

Dad's desires concerning the policy are crystal clear. There has never been a question concerning his desire. He named his irrevocable trust as beneficiary of the policy and he never changed that. He was the owner. He could have changed it as often as he wanted. He never did, not ever.

In 1995, Dad did not have 10 grandchildren. Therefore, it was never his intent, concerning this policy, to leave it to all of his grandchildren.

He chose Robert Spallina and Don Tescher to be his estate and tax attorneys as well as his personal representatives. Robert Spallina has told us on several occasions what Dad's wishes were for this policy. Dad was well aware of this policy. He was intimately aware of who owned it and who he named as beneficiary. When he was considering a life settlement, all of this information was part of those discussions.

As Robert has stated, Heritage's policy when it comes to a lost irrevocable trust, is to not pay the proceeds to the estate. What you are saying here is not correct: *"Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under [Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts"*

You are drawing conclusions for Heritage when you say, "nothing short of the actual 1995 trust document may be sufficient to Heritage." Why don't we let Heritage speak for Heritage, which I believe has already been done?

There is no fraudulent conveyance. These proceeds are not part of Dad's estate, they never were and Heritage has stated they do not intend to pay these proceeds to the estate of a person who clearly did not want them in his estate.

In late July of 2012, Dad executed his planning documents. He could have easily changed the beneficiary of the Heritage policy to be included in his estate. He was the owner, he could have done that with one change form. He did not. If he did not want to be bothered to do it himself, he could have asked Robert, his PR, to do it. People do this every day. Dad did not. Therefore, the proceeds remaining OUT of his estate, NOT payable to his grandchildren (who received everything else), is consistent with Dad's wishes. This policy is not in the domain of his will and trust agreement. To bring proceeds of a life insurance policy into the estate of a man who sold life insurance his entire career would go against everything Dad told every client he ever sold life insurance to during his career. It is unimaginable.

Therefore, the economic analysis is not correct. It simply is not necessary to address as it was never an option in this scenario.

This needs to be brought to resolution. Not only is it simple, it is black and white. Is your counsel involved in this matter for you? If so, has she spoken with Robert and communicated what you have said?

We are going to do what is necessary to have the proceeds paid where they were intended to be paid, as quickly as possible now. If you think I am factually incorrect about any of this, please either call me or email me and explain where I may be wrong. It goes without saying, this is not my expertise. I am processing the same information that everyone else is working with and this is how I see it.

Ted

This is my analysis on the Heritage payout thus far. First, I would like to review the insurance policy as well as the official statements respecting investment returns, use of returns to pay premiums and loans taken from the policy. I understand Ted and Pam have the policy, and do not understand why Mr. Spallina thinks it is curious that I also want to review these materials. Second, I understand the expressed concerns that if the proceeds are paid to the estate then the proceeds would be subject to the claims of creditors of the estate. It is my understanding that the "plan" is to have the proceeds payable to a trust to avoid creditor claims; however, I have also been counseled that if a trust is utilized an estate creditor can challenge the trust transaction as a fraudulent conveyance used to avoid the creditor's claim. We have been told that Dad designated his 1995 trust as his beneficiary with Heritage. We were also told that that trust cannot be located. I would also like to review an affidavit that indicates the precise steps that were taken and by whom and with whom to locate the 1995 trust, and I would imagine that Heritage will require the same. Heritage, we were told, is now saying that the proceeds may have to go to the State under the applicable escheat laws, so Mr. Spallina is telling us that if Heritage accepts a new trust with all potential beneficiaries agreeing to the mechanism, that Heritage may pay the proceeds to this new trust and not to the State. I have been told that the reason the law requires a trust document (and not simply statements from someone who claims they saw the trust) is that it demonstrates Dad's desires, and because Dad had the right to change his mind and thus the beneficiaries under the trust, nothing short of the actual 1995 trust document may be sufficient to Heritage. Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under {Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme. Regards,

Ted Bernstein - President

. . . . . .

Life

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, January 09, 2013 2:28 PM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Insurance
Attachments: image003.jpg; image001.jpg

Thanks.

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

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

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, January 09, 2013 2:27 PM
To: Christine Yates
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Insurance

We contacted them today and still "in review"

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, January 09, 2013 2:25 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Insurance

Robert, any update on the insurance payments?

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, January 30, 2013 6:17 AM
To: Robert Spallina
Cc: 'Eliot Ivan Bernstein'
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

Robert, after discussions with my client, he is not in agreement with the plan proposed below. A more formal letter will follow.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 29, 2013 11:43 AM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

Robert L. Spallina, Esq.
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4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Robert Spallina
Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

Sent from my iPhone

On Jan 23, 2013, at 1:11 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

Is there a call-in number for this call tomorrow? Please advise.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

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Robert Spallina

From: Pam Simon [pambsimon@icloud.com]
Sent: Tuesday, January 29, 2013 8:25 PM
To: Ted Bernstein
Cc: Robert Spallina; Lisa Friedstein; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

i am in agreement also

On Jan 29, 2013, at 11:14 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

> I am in agreement of that plan.
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Tuesday, January 29, 2013 11:43 AM
> **To:** Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
> **Cc:** Kimberly Moran
> **Subject:** RE: Heritage Policy
>
> I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.
>
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From: Robert Spallina
Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

Sent from my iPhone

On Jan 23, 2013, at 1:11 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Is there a call-in number for this call tomorrow? Please advise.
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Tuesday, January 22, 2013 12:16 PM
> **To:** Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
> **Cc:** Kimberly Moran
> **Subject:** Heritage Policy
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> I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
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To: Robert Spallina; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Heritage Policy

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Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Tuesday, January 29, 2013 3:39 PM
To: Robert Spallina
Subject: Re: Heritage Policy

Thanks

Jill Iantoni
Iantoni_jill@ne.bah.com
Recruiting Services
Booz | Allen | Hamilton

On Jan 29, 2013, at 2:03 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> The claim could be open for a long time but if it is cleared up then the money would be free from creditor claims. I do not know if there is a time frame for a pay out but if the proceeds are paid to the estate then your father's intent is not carried out.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Tuesday, January 29, 2013 12:45 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Re: Heritage Policy

Hi Robert,

If the money stays at the insurance company until the Bill S. claim is cleared up, can we then decide if ALL five are in agreement and if not, wouldn't that money be free from creditors at that point? Is there a time fram that the money has to leave the insurance company and be paid out?

Thanks.
Jill

On Tue, Jan 29, 2013 at 10:42 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

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Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

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Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: lisa.friedstein@gmail.com on behalf of lisa friedstein [lisa@friedsteins.com]
Sent: Friday, January 25, 2013 11:22 AM
To: Robert Spallina; JILL Iantoni
Subject: Re: Bernstein Estate 1/24/2013

Robert
I am not sure I am being understood...can you please call for a brief moment to discuss.. thank you.
Please call Jill at 3128042318 she then will call me.
Thank you.
Lisa

On Jan 25, 2013 8:11 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
I need to see Pam's life insurance trust to answer the question.

Sent from my iPhone

On Jan 25, 2013, at 8:51 AM, "lisa friedstein" <lisa@friedsteins.com> wrote:

> Robert
> What are the details/provisions of how the 10 grand kids inheritance works. For example...can the parents of the minors spend the money for any reason in any way ....who watches over this?
>
> If the court order is that the money goes to the Gran kids out of the estate can the parents of the minor kids spend the money in any way or are their provisions for how and when they use this money?
>
> Please answer as soon as you can as it will help us make our decision for Monday.
>
> Thank you
>
> Jill
>
> On Jan 24, 2013 3:22 PM, "Jill Iantoni" <jilliantoni@gmail.com> wrote:
>
> ---------- Forwarded message ----------
> From: **Robert Spallina** <rspallina@tescherspallina.com>
> Date: Thu, Jan 24, 2013 at 2:57 PM
> Subject: RE: Bernstein Estate 1/24/2013
> To: Jill Iantoni <jilliantoni@gmail.com>
>
> Lisa - You need the decision to be unanimous or moving forward is not going to be possible. If money goes to the estate it is subject to creditor claims and cannot be distributed until we close the estate after creditors are paid. Any legal fees incurred by a beneficiary are their own and not the estate's fees. Stansbury is trying to substitute the estate for your father. That hearing is next week. Hope this helps

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, January 24, 2013 3:12 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Estate 1/24/2013

Hi Robert,

thanks for todays call. Three questions.

One, if the 5 kids do NOT all agree that we should split the insurance proceeds amongst the 5 of us, what happens to the insurance proceeds? Can 4 out of 5 (or whatever the number is) over rule and move forward with the court hearing requesting that the insurance proceeds get paid out to the 5 children? If that is a NO, do the proceeds go directly to the estate? If the answer is the 10 grandchildren, will that be subject to creditors or would that money get paid out quickly (just as it would to the 5 of us) and avoid any potential law suit/creditors?

Two, if any of the 5 children have personal counsel representing them, are they allowed to have their bills sent to you/Estate for payment? If yes, is there a provision that the others can put in place that regulates the amount/or a provision that states it come out of their child(ren) portion of the estate?

Can you also clarify, that based on the conversation today, there is a chance that Bill S. case will be null and void and even if it is not, it is not towards Si Bernstein or his estate? Did I understand that correctly?

Thanks so much,

Jill

Robert Spallina

From: Robert Spallina
Sent: Tuesday, January 22, 2013 12:38 PM
To: 'Jill Iantoni'
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: RE: Heritage Policy

We can discuss on Thursday but yes and no

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Tuesday, January 22, 2013 12:36 PM
To: Robert Spallina
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

That time works for me/Jill.

Robert, if the proceeds go to the estate/grandchildren's share, is there a chance that creditors could get this money AND would this amount of 1.7 Million put the estate over 5.1 Million, where it would be taxed?

Thanks
Jill

On Tue, Jan 22, 2013 at 11:16 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, January 22, 2013 1:34 PM
To: Robert Spallina; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Heritage Policy

Robert,

We are in the midst of arranging a phone call between myself, Pam, Eliot, Christine Yates, Jill and Lisa. We were hoping to have that call today but Christine cannot make it until Thursday. I think it is imperative for this call to occur prior to anything else being done, including your call with their legal department. This way, we can establish whether there is going to be an agreement among the 5 of us, or not.

I completely agree with your assessment below of the options available here.

Please feel free to call me to discuss.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

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Robert Spallina

From: Robert Spallina
Sent: Tuesday, January 22, 2013 12:16 PM
To: 'Ted Bernstein'; 'Lisa Friedstein'; 'Pam Simon'; 'Jill Iantoni'; 'Christine Yates'
Cc: Kimberly Moran
Subject: Heritage Policy

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Keassure America Life
Insurance Company

J. L. McDonald, ALHC, LTCP
Vice President

12750 Merit Drive
Suite 500
Dallas, TX 75251

Telephone (972) 776-8535
Fax (260) 435-8773

January 8, 2013

Mr. Robert Spallina
Attorney at Law
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Re: Simon Bernstein, Dec's
Policy # 1009208

Dear Mr. Spallina:

This will acknowledge your letters the most recent of which is dated December 21, 2012.

In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process the claim.

Please let us know how we may assist you in this process.

Sincerely,

Jim McDonald, ALHC, LTCP
Vice President
Claims Oversight

06/21/95 10:48 ☎ 983 0486 SB LEXINGTON SI 002

6/22/95

Form **SS-4** (Rev. August 1989) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

EIN 65-6178916

OMB No. 1545-0003 Expires 7-31-91

1 Name of applicant (True legal name) (See instructions.)
Simon Bernstein Irrevocable ~~Life~~ Insurance Trust

2 Trade name of business if different from name in line 1

3 Executor, trustee, "care of name"
Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

5a Address of business. (See instructions.)

4b City, state, and ZIP code
Boca Raton, FL 33496

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▶
Grantor Soc. Sec. # 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Individual SSN
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▶
- ☐ Personal service corp.
- ☐ National guard
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Federal government/military
- ☐ Church or church controlled organization
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative

If nonprofit organization enter GEN (if applicable)

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▶ | Foreign country | State

9 Reason for applying (Check only one box)

- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▶
- ☐ Banking purpose (specify) ▶
- ☐ Changed type of organization (specify) ▶
- ☐ Purchased going business
- ☒ Created a trust (specify) ▶ Insurance Trust
- ☐ Other (specify) ▶

10 Date business started or acquired (Mo., day, year) (See instructions.)
June 1, 1995

11 Enter closing month of accounting year. (See instructions.)
December 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ▶

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0." ▶ | Nonagricultural | Agricultural | Household

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No
If "Yes," enter name of business. ▶

15 Principal activity or service (See instructions.) ▶

16 Is the principal business activity manufacturing? ☐ Yes ☐ No
If "Yes," principal product and raw material used ▶

17 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☐ N/A
☐ Public (retail) ☐ Other (specify) ▶

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: If "Yes," please complete lines 18b and 18c.

18b If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.
True name ▶ Trade name ▶

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Name and title (Please type or print clearly.) ▶ Shirley Bernstein, Trustee
Telephone number (include area code) 407-477-9991
Signature ▶ X
Date ▶ June 21, 1995

Note: Do not write below this line. For official use only.

Please leave blank ▶ | Geo. | Ind. | Class | Size | Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. U.S. Government Printing Office: 1989-262-151/80163 Form **SS-4** (Rev. 6-89)

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

December 28, 2012

ATTORNEY ROBERT SPALLINA
BOCCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09821479

Dear Attorney Robert Spallina

We are currently reviewing the above-referenced policy and will advise you once we have completed our review.

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

C Kindred
Claims Services

MEMORY TRANSMISSION REPORT

TIME : DEC-21-2012 01:13PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	385
DATE	:	DEC-21 01:11PM
TO	:	18033334936
DOCUMENT PAGES	:	005
START TIME	:	DEC-21 01:11PM
END TIME	:	DEC-21 01:13PM
SENT PAGES	:	005
STATUS	:	OK

FILE NUMBER : 385 *** SUCCESSFUL TX NOTICE ***

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 21, 2012

VIA FEDERAL EXPRES & FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Bree:

Enclosed is a certified death certificate showing cause of death for Simon Bernstein, as per your letter dated December 7, 2012 (a copy of which is also enclosed). As discussed and pursuant to our letter dated December 6, 2012 (a copy of which is enclosed), which is being reviewed by your supervisor, we enclose wiring instructions to our trust account as personal representatives of Mr. Bernstein's estate to make distributions to Mr. Bernstein's children under a Mutual Release and Settlement Agreement that we can provide for your files.

Sabadell United f/k/a Mellon United National Bank
Boca Raton, Florida
ABA 067009646

for further credit to
0225002997 (acct. no.)
Tescher & Spallina, P.A. IOTA Trust Account

If you would prefer to write a check, please make it payable to Tescher & Spallina IOTA Trust Account. If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

LAW OFFICES
TESCHER & SPALLINA, P.A.

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4855 TECHNOLOGY WAY, SUITE 720
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Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx Shipment Receipt

Address Information

Ship to:	**Ship from:**
Claims Department	Kimberly Moran
Heritage Union Life Insurance Compa	TESCHER & SPALLINA
1275 Sandusky Road	4855 Technology Way Suite 720
JACKSONVILLE, IL 62651 US	BOCA RATON, FL 33431 US
800-825-0003	5619977008

Shipment Information:
Tracking no.: 794375213807
Ship date: 12/21/2012
Estimated shipping charges: 17.90

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: Bernstein 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

STATE OF FLORIDA

THIS DOCUMENT HAS A LI... CKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO ... FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:
BRONCHOPNEUMONIA, CIRRHOSIS

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meach Jr. ,State Registrar

REQ: **2013376149**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
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WWW.TESCHERSPALLINA.COM

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust.
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate.
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children.
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

Heritage Union Life I rance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

December 7, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09808194

Dear Trustee:

We have reviewed the material provided for consideration. This letter is to inform you that additional information is needed to continue our review.

The required items are:

- A **certified death certificate.** This should indicate cause of death, manner of death, date of birth and Social Security Number. We are not able to accept a death certificate with "pending" as the cause of death.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

C Kindred
Claims Services

Enclosure(s): IL Department of Insurance Notification

The Illinois Department of Ins ce requires us to put the following notices ur letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

Heritage Union Life I. .rance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

December 7, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09808181

Dear Trustee:

We are currently reviewing the above-referenced policy and will advise you once we have completed our review.

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

C Kindred
Claims Services

MEMORY TRANSMISSION REPORT

TIME : DEC-06-2012 04:35PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	356
DATE	:	DEC-06 04:27PM
TO	:	18033334936
DOCUMENT PAGES	:	003
START TIME	:	DEC-06 04:27PM
END TIME	:	DEC-06 04:35PM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 356 *** SUCCESSFUL TX NOTICE ***

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

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If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

LAW OFFICES
TESCHER & SPALLINA, P.A.

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December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

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If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED
12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
BY DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

November 5, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09784754

Dear Trustee:

We have reviewed the material provided for consideration. This letter is to inform you that additional information is needed to continue our review.

The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

BREE H
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement RAA

The Illinois Department of Insurance requires us to put the following notices on all letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT

Reassure America Life Insurance Company

Mailing Address
PO BOX 1207
JACKSONVILLE IL 62651

Proof of Loss Part I

INSTRUCTIONS

The following items are required for all claims:

- O An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- O The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- O **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured,** we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust,** we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor,** we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned,** we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased,** we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it,** we will require a copy of said agreement.
- **If the policy is subject to a Viatical** or a **Life Settlement transaction,** and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION			
1. Name of Deceased (Last, First Middle)			2. Last 4 digits of Deceased's Social Security No:
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s)		5. If policy is lost or not available, please explain:	
6. Deceased's Date of Death	7. Cause of Death	8. ☐ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending	

CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased	
17. I am filing this claim as:	☐ an individual who is named as a beneficiary under the policy ☐ a Trustee of a Trust which is named as a beneficiary under the policy ☐ an Executor of Estate which is named as a beneficiary under the policy ☐ Other		
18. Are you a U.S. Citizen? ☐ Yes ☐ No If "No" please list country of citizenship			
19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased	
28. I am filing this claim as:	☐ an individual who is named as a beneficiary under the policy ☐ a Trustee of a Trust which is named as a beneficiary under the policy ☐ an Executor of Estate which is named as a beneficiary under the policy ☐ Other		
29. Are you a U.S. Citizen? ☐ Yes ☐ No If "No" please list country of citizenship_____			
30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON PAGE 6.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy.

_____

Name of Settlement Option from Policy

If you DO NOT indicate a settlement option on the line above, a lump sum payment will be made as follows:

- **Total amount payable of less than $10,000 (from one or more policies) will be paid directly to the beneficiary(ies) by check.**
- **Total amount payable of $10,000 or more may be placed in a KeepSafe Account in the beneficiary's name, giving you complete control and immediate access to all of your funds. See below for more information and State availability.**
- **Claims payable to a corporation, partnership, multiple trustees or estate will be paid by check.**

CLAIMANT STATEMENT

KEEPSAFE ACCOUNT

The **KeepSafe Account** ("Account") is an interest bearing draft account set up in your name that provides immediate access to your funds. The draft account is like a checking account. The Account is designed to let your insurance benefit earn interest immediately and give you time to make the financial decisions that are best for you. The Northern Trust Bank administers the Account on Reassure America Life Insurance Company's ("Reassure") behalf and the funds supporting the Account are held within Reassure's general account.

- **Set-Up** - An information kit, draftbook (like a checkbook) and Supplemental Contract will be mailed to you. Payment of the total proceeds will be accomplished by delivery of the draftbook. Once the Account is established, no other settlement options are available.
- **Withdraws and Deposits** - You may withdraw funds at any time by writing a draft (like writing a check) for any amount from $250 up to the entire amount, including interest, for any purpose you wish. Deposits cannot be made by you into the Account.
- **Fees** - There are no monthly services charges or draft fees and no penalties for withdrawal. You will be charged a fee of $10 per draft for insufficient funds, $15 for each stop payment order, and $50 for a wire transfer request.
- **Minimum Balance** - The Account will be closed automatically if the balance drops below $1,000. The balance in the account will be sent to you by a check at the end of the month in which it is closed.
- **Statements** - Each month you will receive a statement showing current account balance, withdrawals, interest credited, and any other account activity.
- **Interest Rates** – Your Account starts earning interest the day it is established. Interest is compounded daily and credited to the Account at the end of the month and is available for withdrawal on the day after it has been credited. Accounts will earn a minimum guaranteed interest rate of 0.5%. However, no interest will be credited to an Account with a balance below $2,500 or if an Account becomes dormant and is subject to unclaimed property laws. Your interest rate is determined monthly by Reassure using the 1-month national average CD rate as published by the Wall Street Journal in the BankRate.com section the last Wednesday of each month. The current crediting rate is 0.5%.
- **Taxation** - Interest earned on the Account may be taxable. It is recommended you consult a tax advisor.
- **Account safety** – Your money in the Account is backed by the assets of Reassure. This Account is not guaranteed by the FDIC. However, your funds are guaranteed by State Guaranty Associations, subject to certain limitations. To learn more, contact the National Organization of Life & Health Insurance Guaranty Associations at 703-481-5206 or www.nolhga.com.
- **Inactive dormant accounts** – Lack of customer-generated activity on the Account for more than a specified period of time may force the Account to be considered abandoned and subject to be reported as unclaimed property to your state. Customer-generated activity is automatically accomplished when you write a draft or update information on the Account such as your address or beneficiary.
- **Questions** - For further information about the Account, please call 1-800-678-6227 Monday through Friday, 7:30 A.M. – 4:30 P.M. CST.

The KeepSafe Account is not available if you are a resident of or the policy was issued in Alaska, Arkansas, Connecticut, Florida, Indiana, Kansas, Kentucky, Louisiana, Maryland, New Hampshire, New Jersey, North Carolina, and Rhode Island.

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title	Date
Signature of Second Claimant, if any, and Title	Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

____1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

____2. The GST tax does not apply because the GST tax exemption will offset the GST tax.

____3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

____4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

____5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Date of all Amendments	Trust Tax ID Number

Printed Name of Trustee(s)	Signature(s)
a	
b	
c	
d	

Heritage Union Life I' rance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

October 9, 2012

LASALLE NATIONAL TRUST N.A TRUSTEE
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09765315

Dear Trustee:

We are writing in response to your notification of the death of Simon Bernstein. Our sincere condolences go to the family for their loss.

In order to proceed with our review of the claim, we require the following items to be submitted:

- The enclosed Claimants Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- A **certified death certificate.** This should indicate cause of death, manner of death, date of birth and Social Security Number.
- Return the original policy – If the original policy cannot be located, please note on the Claimant Statement (Page 3, Item 4).
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.
- Letter of representation or written authorization signed by the beneficiary authorizing information to be released on the above referenced policy.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. A valid claim will include interest due and payable from the date of death at a rate of 10% if we do not pay the claim within 31 days from the latest of 1) the date that we receive proof of death, 2) the date we receive sufficient information to determine our liability and the appropriate beneficiary(ies) entitled to the proceeds; or 3) the date that any legal impediments are resolved.

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Diane Henderson
Claims Manager

Enclosure(s): Life Claimant Statement No RAA

LAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- O An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- O The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- O **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

[redacted]

Bernstein, Estate of Simon
Elliot Benrstein Litigation - correspondence
11187.006

Judge David E. French
South County Courthouse
200 West Atlantic Ave.
Delray Beach, FL 33444

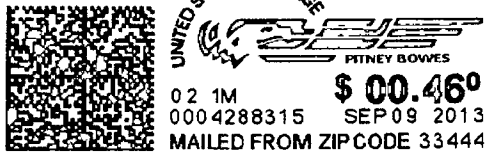


Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

33431$3351 C035

TS006648

Judge David E. French
South County Courthouse
200 West Atlantic Ave.
Delray Beach, FL 33444



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

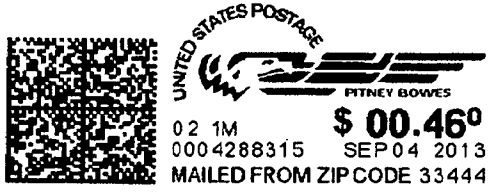
33431$3351 C035

Eliot Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

Robert Spalling
Tescher + Spalling P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

33431$3351

Martin H. Colin
Circuit Court Judge
200 West Atlantic Avenue
Delray Beach, Fl. 33444



Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

33431$3351 C035

TS006651

Bernstein Eliot
2753 NW 34th St.
Boca Raton, FL 33434-3459

U.S.POSTAGE
33431
FOREVER
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APC

ROBERT SPALLINA, DON TESCHER
AND TESCHER & SPALLINA P.A.
4855 TECHNOLOGY WAY
STE 720
BOCA RATON, FL 33431

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Bernstein Eliot
2753 NW 34th St.
Boca Raton, FL 33434-

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UNITED STATES POSTAL SERVICE

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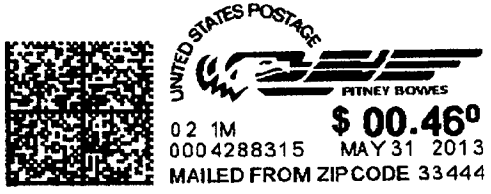
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BOCA RATON.FL
33431
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$3.76
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Robert Spallina, Donald Tescher
and Tescher + Spallina P.A.
4855 Technology Way
Ste. 720
Boca Raton, FL 33431

33431$3381

TS006653

Martin H. Colin
Circuit Court Judge
200 West Atlantic Avenue
Delray Beach, Fl. 33444



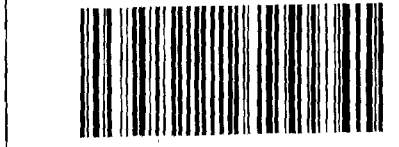
Robert L. Spallina, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

2753 NW 34th St.
Boca Raton, FL 33434-3459

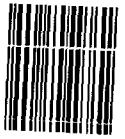
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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™







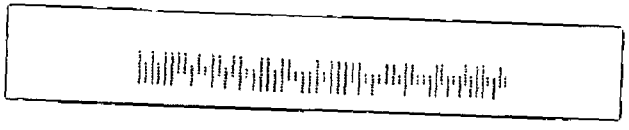
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BOCA RATON, FL
33431
JUL 24, 13
AMOUNT
$6.22
00046575-02

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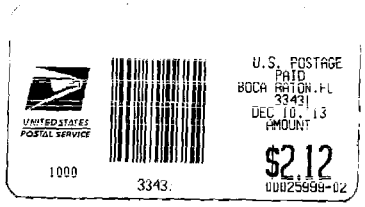
33431

ROBERT SPALLINA, DONALD TESCHER
AND TESCHER SPALLINA P.A.
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON, FL 33431



TS006655

ernstein
W 34th St
Raton, FL 33434-3459



Robert Spallina, Donald Tescher
and Tescher & Spallina P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

TS0006556

Robert Spallina

From: Robert Spallina
Sent: Wednesday, September 19, 2012 8:03 AM
To: Eliot Ivan Bernstein
Cc: Ted Bernstein
Subject: Re: Si's Iviewit Stock and Patent Interests

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

Sent from my iPhone

On Sep 19, 2012, at 7:54 AM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

> Robert – Any news on a meeting time and any comment on the other issues below including the Iviewit stocks and patent interests? My sister felt there was a meeting already arranged but did not know the time. Let me know.
>
> ---
>
> Robert ~ just wanted to check if my father had listed as an asset in his estate his shares in the Iviewit companies and his patent interests. My father was the original seed investor before Huizenga and started the Iviewit companies with me formed around my inventions and Intellectual Properties. It is well documented in bank and other documents his interests, which companies were all initially 30% owned by Si and 70% by me. After multiple other investors of course we were diluted down and I am working that out pending state, federal and international investigations as some of the original shareholders may be excluded for their crimes and thus the number may fluctuate from its last pricing during a Wachovia Private Placement. I spoke to my father and it was his wishes that the stock be part of his estate for his kids and grandchildren in whatever way he chose to distribute his other assets. I would like to make sure that his wishes are fulfilled and so please advise as to how to incorporate the asset if it was not initially listed. Currently the assets are worth nothing, the patents are suspended pending federal investigations due to the extenuating circumstances surrounding the patents but at some near future time they may have considerable asset value. The patents are also at the center of an ongoing RICO action in the Federal Courts and considerable monies may be recovered via those efforts as well, of which of course, Si's interests must be also be considered in his estate.
>
> Also, please reply with a time and day that we are meeting and if you could please send any documents to the attorneys and others I mentioned in my prior email correspondences copied below prior to the meeting time this would be of great service.
>
> Thank you ~ Eliot
>
> ---
>
> **From:** Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
> **Sent:** Thursday, May 17, 2012 8:17 AM
> **To:** Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (atrspallina@tescherspallina.com)
> **Cc:** 'Simon Bernstein'; 'Caroline Prochotska Rogers, Esquire (caroline@cprogers.com)'; Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); 'Andy Dietz'; 'Donna Dietz'
> **Subject:** Estate of Shirley Bernstein
>
> **PRIVATE & CONFIDENTIAL**

Robert Spallina

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

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

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

Please advise your availability at 3:00.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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

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

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 10, 2013 11:57 AM
To: Robert Spallina
Subject: FW: Dad Info re Autopsy and Boca PD Murder investigation

From: Ted Bernstein
Sent: Friday, November 30, 2012 5:46 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Dad Info re Autopsy and Boca PD Murder investigation

Eliot,

I don't know much about this, have been pretty much leaving this to the others.

Also, would you like to have lunch with me and Robert Spallina one day? On the things I am working on, I can catch you up and he may be able to do same with the things in his domain. Let me know if you would and I will call him to see when he would be available.

Other than that, hope all is well and maybe we'll schedule meeting at the house around that meeting. If not, we can meet over there one day next week or the week after.

Take care...

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, November 29, 2012 10:35 PM
To: Ted Bernstein; Ted Bernstein; Pamela Beth Simon; Lisa S. Friedstein; Lisa Friedstein; Jill M. Iantoni; Jill M. Iantoni; Pamela Beth Simon; candyb@rockitcargo.com
Subject: Dad Info re Autopsy and Boca PD Murder investigation

Hello all,

Do we have information regarding the autopsy and police investigation into the possibilities that dad was murdered or exact cause of death? Please send me all information regarding the ongoing PD and Coroner cases, including case numbers, points of contact, pd reports and statements, including those taken from the day after he died, any conclusive reports or letters and any other information we have regarding these matters. Do we have complete hospital records and doctors' records and is anyone working on those as part of these investigations? I know some stuff has been learned since we spoke to Boca PD the day after, has anyone transmitted that information to the PD or coroner? Thanks and hope everyone had a great holiday! eb



Robert Spallina

From: Robert Spallina
Sent: Friday, December 14, 2012 3:41 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Electrician

Eliot - If you are represented have your attorney contact me as I have reached out to Christine Yates a half a dozen times and she has not returned a call nor an email (thee messages with her asst, one email and two hang-ups when nobody answered the phone at the firm just now). If not, pick up the phone and call me.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, December 14, 2012 3:31 PM
To: 'Eliot Ivan Bernstein'
Cc: 'Caroline Prochotska Rogers, Esquire'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Garber, Marc'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; Robert Spallina; 'rachel3584@gmail.com'
Subject: RE: Electrician

Eliot,

I believe that you and I are saying the same thing. The trusts will be paying the boys' expenses and any household bills. If I receive bills that do not fall into those categories, I will contact you to discuss the matter. At this point, this process is new to all of us and I'm certain there will be bugs to be worked out. As long as we are all patient, I'm certain things will work out to everyone's satisfaction.

As to your second email, I did not receive a "Spallina doc pdf". Would you please re-send it?

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, December 14, 2012 2:45 PM
To: Craig, Janet
Cc: 'Caroline Prochotska Rogers, Esquire'; Michele M. Mulrooney ~ Partner @ Venable LLP; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; Marc R. Garber Esq.; 'Garber, Marc'; Andrew Dietz @ Rock-It Cargo USA, Inc.
Subject: RE: Electrician

Janet, Robert Spallina has told us that all expenses for the kids monthly should be submitted and would be paid by the Oppenheimer trust, including all the bills that were forwarded to him by Rachel and I believe were being sent directly to Oppenheimer. These requests came from Robert for all such bills and he claimed that he would transferring funds as Executor to the Oppenheimer accounts to cover these expenses until the estate was settled for them. Are you stating that this is somehow changing and if so were these directions and changes at the bequest of Robert or yourself acting for Oppenheimer? Eliot





Surf with Vision

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

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 10, 2013 12:00 PM
To: Robert Spallina
Subject: FW: Heritage Policy

From: Ted Bernstein
Sent: Saturday, February 09, 2013 11:22 AM
To: Pam Simon
Cc: Eliot Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach
Subject: Re: Heritage Policy

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

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

Time suggestions??

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, February 06, 2013 6:02 AM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Your client

Robert, this is to confirm our call yesterday wherein I indicated to you that I do not represent Eliot Bernstein as my representation is limited to his three children. Therefore, please communicate directly with him on all his personal issues.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, February 04, 2013 11:34 AM
To: Christine Yates
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Your client

Christine - Your client needs to get control over his paranoia. Everything he does costs the estate more money and accomplishes nothing. My partner and I had a candid conversation with you about your client and his idiosyncrasies at the time you were engaged. He has turned this entire matter into a circus. Providing counsel to him means walking him off the ledge at certain times. This is one of those times. Please counsel him to go along with the planning that his father intended. Both Si and Shirley Bernstein are rolling around in their graves at this point.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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Robert Spallina

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

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

I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

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

Robert Spallina

From: Robert Spallina
Sent: Thursday, February 14, 2013 4:10 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Representation

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

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, February 14, 2013 10:40 AM
To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'
Subject: RE: Eliot Representation

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

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 14, 2013 8:33 AM
To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: RE: Eliot Representation

Robert,

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

Ted

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

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

Robert Spallina

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

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

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

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

From: Robert Spallina
Sent: Friday, February 15, 2013 11:43 AM
To: 'Eliot Ivan Bernstein'; 'candyb@rockitcargo.com'
Cc: Donald Tescher
Subject: RE: Eliot Representation

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

Respectfully,

Robert

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Thursday, May 09, 2013 8:49 AM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

I spoke to him yesterday regarding issues for his children and am aware that he did that. I do not represent Eliot and am making this request on behalf of his children.

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

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

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 08, 2013 6:02 PM
To: Christine Yates
Subject: Re: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Eliot just filed a complaint against Ted (and us for that matter) in the probate court so Ted may not be very accommodating.

Sent from my iPhone

On May 8, 2013, at 5:33 PM, "Christine Yates" <cty@TrippScott.com> wrote:

> Can you please. I want to avoid any miscommunication between the parties.
>
> Sent from my iPhone
>
> On May 8, 2013, at 4:33 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.
> >
> > **From:** Christine Yates [mailto:cty@TrippScott.com]
> > **Sent:** Wednesday, May 08, 2013 2:39 PM
> > **To:** Robert Spallina

Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, I left a message, but until we get a chance to speak, wanted to see if you could provide the following documents:

1) A copy of HUD from the closing;

2) A distribution schedule showing the funding of the trusts and how much each trust will receive.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

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

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)
Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348373)
Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

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

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, May 09, 2013 9:45 AM
To: Robert Spallina
Subject: RE: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Calling you later. The "thing" Eliot drafted is very disturbing, its meaning should not be under-estimated. Nothing is accurate. It is a complete distortion of events and the very sad and tragic reality is that he believes every word he wrote. I am concerned and extremely frustrated with all of this.

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

See below. What is the plan? Please send me a copy of the HUD

From: Robert Spallina
Sent: Wednesday, May 08, 2013 4:33 PM
To: 'Christine Yates'
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 08, 2013 2:39 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 10, 2013 11:58 AM
To: Robert Spallina
Subject: FW: Bernstein Grandchildren's trusts

From: Ted Bernstein
Sent: Friday, August 30, 2013 7:42 PM
To: 'Eliot Bernstein'
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Eliot > I am not sure that I am following you. I do not understand how you arrive at the conclusions you have reached about criminal wrongdoing. Who is acting criminally and to what end? I honestly can not follow the path you are pursuing and what you are trying to achieve here. Maybe we should all get together to discuss the issues and you can shed light on who is acting improperly, what they should be doing to act properly, what you feel you have not received that you are entitled to receive, and why. I often find that much more gets accomplished when all the interested parties come together in one place. It is my understanding that you are representing yourself in these matters so you should be able to easily articulate your position. I know with certainty that all the interested parties here would like to put an end to the apparent confusion so that unnecessary time, effort and money can stop being wasted, money that will ultimately lessen the amount each beneficiary will receive. Please let me know if you would like me to arrange a meeting for all of us to meet.

I do not think that Mom and Dad wanted this to be the manner in which their assets were distributed. I think they left very clear instruction through carefully planned documentation, created by very competent professionals. I have not seen anything to suggest the contrary but you should feel free to bring the information you have to a meeting where these things can be made aware to the appropriate people who have been charged with these responsibilities.

In the interim, please send me the bank account information that I will need in the event that distributions are made. Once you have given me that information, I will send you the release and refund agreement that I will require before I can make a distribution.

Ted

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, August 30, 2013 2:06 PM
To: Ted Bernstein
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Ted, please see the email below copied to you earlier and I advise again you take the same advice I gave Spallina and Tescher and cease and desist in any actions with the estates. Already, with the new admissions that the estate of Shirley was closed using ADMITTEDLY FORGED AND FRAUDULENT DOCUMENTS, for example, the real estate sale and other transactions you are doing may result in criminal charges against you as they were done only after these Forged and

Fraudulent documents caused the closing of the estate. I am surprised that in whatever capacity(ies) you are writing to me for whichever estate you are representing below that you have not retained legal counsel to represent you in each fiduciary capacity you are acting in. As you know, these are most serious issues and crimes and to transact sales and distributions on knowingly forged and fraudulent documents that I have notified you of for months of may be construed as fraud. I am unaware of and have received no documents regarding trusts and have authorized no distributions or sales and have several times advised you not to act until these matters of Forged and Fraudulent documents in the estates of mom and dad could be resolved by state and federal criminal actions filed and state and federal civil actions. I would also advise you or any other party putting back ALL assets of the estates of mom and dad until a court can properly dispose of them to the proper parties. Your continued rush to sell off assets behind my back, in meetings held with others and without me with intent is most egregious and perhaps criminal! Again I suggest getting counsel in these matters before further acting in any capacity in either estate; I am surprised your good pal Spallina is not also represented by counsel at this point, especially after admitting his firm sent knowingly forged and fraudulent documents to a state probate court and other documents used to change beneficiaries and appoint Spallina as Personal Representatives also appear to be legally void due to further fraud and more.

Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, August 30, 2013 8:54 AM
To: Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: FW: Bernstein Grandchildren's trusts

Janet, I have attached below correspondence sent to Tescher & Spallina P.A. regarding their Admitted and Acknowledged Forgery and Fraud in the estates of my parents. After reviewing the attached herein letter to Spallina et al and the "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" I filed with the Probate Court regarding these Criminal Acts that I will forward shortly to you, I would suggest you rethink your prior correspondence to me regarding your cessation of funding the necessary life sustaining expenses for the minor children with virtually no notice of your dire actions, after you and Spallina had recent conversations to make these sudden and catastrophic changes if I did not release you from your fiduciary duties and hand over the remaining trust values to my brother Ted who is also alleged in the Motions to the Court to be acting in criminal conspiracy with Spallina to steal estate assets and now it appears steal my children's trust fund. In what capacity and on whose behalf was Spallina acting in directing your actions? This sign and transfer the fund OR ELSE no funding starting instantly for the children's living expenses appears an attempt to extort me to make these changes under duress and with knowledge of Criminal Acts committed by Spallina against the Beneficiaries. Due to these new revelations of Criminal Acts by Tescher & Spallina in submitting Fraudulent Documents in the estates, I will not be signing any documents or releasing any fiduciaries until the completion of state and federal investigations and determinations are made in state and federal civil actions already filed, as defined herein and in the documents that will be forwarded shortly.

I will be sending over the bills and expense reimbursements due as we have been for almost a year and anticipate that until you get a Court order approving your and Spallina's new plan to cease funding necessary living expenses that these expenses will continue to be paid without severing life sustaining funding that you are fully aware of its essential nature and know the catastrophic events that this will cause the minor children in your care. I will be sending you a more formal letter hopefully early next week detailing more of what is going on and how we should best protect the children during this new crises caused by Tescher & Spallina.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
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iviewit@iviewit.tv
http://www.iviewit.tv

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From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Tuesday, August 27, 2013 8:11 AM
To: 'Kimberly Moran'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com)
Cc: Ted Bernstein; Pamela Beth Simon (psimon@stpcorp.com); Jill M. Iantoni (jilliantoni@gmail.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Lisa (lisa.friedstein@gmail.com); Lisa S. Friedstein (Lisa@friedsteins.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Grandchildren's trusts

Tescher & Spallina, P.A., Robert Spallina, Donald Tescher and Ms. Kimberly Moran,

Ms. Moran, Robert Spallina & Donald Tescher,

Ms. Moran, in reply to your employers letter below and your letter dated August 23, 2013 re "Estate of Simon Bernstein – Disposition of Jewelry", I am advising you personally and your employer Tescher & Spallina PA and its partners to refrain from any further actions in the estates of Simon and Shirley Bernstein until the probate court and state criminal authorities can make determinations regarding the ultimate beneficiaries of the estates, due to your admitted and acknowledged criminal fraud and forgery on documents submitted by Tescher & Spallina, Spallina, Tescher and yourself to the courts in the estates. Your admission and acknowledgement to the Florida Governor's Notary Public investigation of the complaints I filed against you and your employer, of your having committed Notary Fraud and Forgery in documents submitted to the courts in the estates, acting on behalf of your employer Spallina & Tescher, Robert Spallina and Donald Tescher, null and voids many, if not all, of the documents in the estates. Many other documents than the six you have admittedly forged and fraudulently notarized, also appear to have been improperly and allegedly signed and notarized improperly, including those giving powers to your employers as Personal Representatives via now legally invalid Wills and Trusts and thus negate their fiduciary duties and legal right to sell and distribute assets in the estates. Many documents requested are still being suppressed by your offices from several of the beneficiaries and interested parties and all of these documents will need to be examined for further evidence of Forgery and Fraud before any action with any assets can now legally be taken.

Each and every action you and your employers are taking with these fraudulently obtained fiduciary powers and admittedly forged and fraudulent documents will be further reported to state and/or federal authorities as further alleged criminal acts enabled by your admitted fraud and forgery with the documents and fraud upon the Probate Court and Beneficiaries. I am personally surprised and offended that you are contacting me at all on behalf of your employers while you are both aware that you are being investigated by state agencies in ongoing investigations of you and your employer and where you have already admitted and acknowledged Fraud and Forgery in my parents' estates. Since the ultimate beneficiaries cannot be determined until these matters and matters with the courts are fully resolved, any sales or distributions appear to be further criminal acts and I advise both you and your employers to instead immediately turn over all documents, records and assets in my parents estates to the Probate Court and then turn yourselves in to criminal authorities and further beg for mercy as you have already done with the Florida Governor's office for leniency for your admitted and acknowledged crimes against my family. A word of caution Ms. Moran, next time you attempt to confess to crimes you should be more truthful in your statements under penalty of perjury, for I will now be filing charges of alleged perjury for your misleading statements to the Governor's Office Notary Public investigators. Remember a confession should be without blemish and your statements are fraught with further lies and alleged criminal perjury leaving you instead with "unclean hands."

Below is a list of submissions to the Probate Court I have made in my mother's estate, similar documents were filed in my father's estate with the court that further reveal the crimes being alleged against you and your employer and I advise you and your employers to respond to the Petitions prior to our 1 hour hearing that has been approved by the judge and to be soon scheduled to hear the matters. IMMEDIATELY CEASE AND DESIST ANY FURTHER ACTIONS IN THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN.

A. May 06, 2013, Docket #34, "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE"

1. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
2. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

B. May 29, 2013, Docket #37 "RENEWED EMERGENCY PETITION"

1. www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

C. June 26, 2013, Docket #39 "MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT

DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER"

1. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

D. July 15, 2013, Docket #40 "MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS"

1. www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

E. July 24, 2013 Docket #41 "MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more.

1. www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

Thank You,
Eliot

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: tbernstein@lifeinsuranceconcepts.com; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Jill Iantoni, Trustee f/b/o Julia Iantoni under the Simon Bernstein Trust dtd 09-13-2012 (EIN: 30-6348369)
2. Ted Bernstein, Trustee f/b/o Alexandra Bernstein under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6348370)
3. Ted Bernstein, Trustee f/b/o Eric Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348371)
4. Ted Bernstein, Trustee f/b/o Michael Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348372)
5. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
6. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
7. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)
8. Pam Simon, Trustee f/b/o Molly Simon under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6372583)
9. Lisa Friedstein, Trustee f/b/o Max Friedstein under the Simon L. Berstein Trust dtd 09-13-2012 (EIN: 30-6372584)
10. Lisa Friedstein, Trustee f/b/o Carly Friedstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6372585)

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 11:35 AM
To: Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Bernstein Grandchildren's trusts

Eliot,

Please let me know when you have opened the accounts that would need to be open before any potential distributions could be made to the children's trusts. Once you have done so, notify me with the information and I will need to forward you a standard release and refunding agreement that will need to be signed before any distributions can be made. Feel free to call me with any questions or concerns.

Ted

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: Ted Bernstein; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
2. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
3. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Proskauer Rose Law Firm Accused of Murder by Investigative Blogger Crystal L. Cox Over the IviewIt Technologies Scandal. Foley & Lardner and Michael Grebe also Accused of Attempt to Murder World Famous Inventor of Scaling Video and Imaging Technologies Eliot I. Bernstein

Repost Courtesy of Crystal Cox Investigative Blogger @
http://www.industrywhistleblower.com/2010/11/proskauer-rose-law-firm-accused-of.html

http://www.forbes.com/sites/kashmirhill/2011/12/07/investment-firm-awarded-2-5-million-after-being-defamed-by-blogger/

Forbes

Tech

|

12/07/2011 @ 5:57PM |18,234 views

Why An Investment Firm Was Awarded $2.5 Million After Being Defamed By Blogger



No miscarriage of justice here.

It was the $2.5 million dollar lawsuit heard round the blogosphere. **The Seattle Weekly reported that an "Oregon blogger" had been found guilty of defamation and ordered to pay an investment firm $2.5 million.** The writer suggested that part of the problem for self-proclaimed

"investigative journalist" Crystal Cox was that the judge in the case determined that she wasn't a "journalist" according to Oregon law, because she was not "affiliated with any newspaper, magazine, periodical, book, pamphlet, news service, wire service, news or feature syndicate, broadcast station or network, or cable television system." This has led to a slew of angry stories, pointing out that bloggers are journalists. But these stories have not dug deeply enough. The facts in the case are far more complicated, and after hearing them, most journalists will not want to include Cox in their camp.

This story is not like that of Johnny Northside Hoff, the Minneapolis blogger who was (unfairly) ordered to pay $60,000 to a university employee after a truthful post about mortgage fraud led to his firing. If you Google Crystal Cox's work about Obsidian Financial Group, you will find a host of websites full of erratic writing about the firm's allegedly unethical practices, with domain names like "obsidianfinancialsucks.com." She mainly directed her ire at firm principal Kevin Padrick. His search results are ruined — dominated by posts on websites Cox created, such as "bankruptcytrustfraud.com," "realestatelies.com," and "realestatehoax.com." Obsidian's tech team found dozens of sites that appeared to have been created by Cox to write about Obsidian, says Padrick, and over 1,900 others that she had created to write about other people and companies. This is not the work of a journalist, but the work of someone intent on destroying reputations.

Padrick told me this has been going on for three years. There is a rather complicated back story — involving his being appointed a Chapter 11 trustee for a business that went belly-up Ponzi-style in 2007, and some of those involved not being happy about misappropriated funds being reclaimed. After hundreds of posts — those that I've read strike me, frankly, as unhinged – Cox contacted Obsidian and offered them "reputation services." Padrick sent along a copy of an email that Cox sent to his attorney:

http://blogs-images.forbes.com/kashmirhill/files/2011/12/Crystal-Cox-reputation-offer.jpg

David Aman

From: Crystal L. Cox [savvybroker@yahoo.com]
Sent: Wednesday, January 19, 2011 2:23 PM
To: David Aman
Subject: From Crystal L. Cox

Hello David, I hope this eMail finds you doing well. All said and done, looks like Summit boys going and Well I don't think that Kevin acted with the Highest of Integrity.. however at this Point in my Life to Think of Me.

So I want to Let you know and Obsidian Finance that I am now offering PR Services and Search Engi Management Services starting at $2500 a month to promote Law Firms... Finance Companies.. and to online reputations and promote businesses..

Please Let me know if Tonkon Torp or Obsidian Finance is interested in this service..

thanks for your time..

in Love and Light

Crystal L. Cox
Investigative Blogger
Real Estate Broker Owner -

http://blogs-images.forbes.com/kashmirhill/files/2011/12/Crystal-Cox-reputation-offer.jpg

After a failed attempt to get the Oregon Attorney General to investigate Cox, Obsidian filed a defamation case in January 2011, and Padrick first met Cox on the first day of the trial.

The judge found that most of what Cox had written about Obsidian was purely opinion, protected by the First Amendment — and so hyberbolic that no reasonable person would believe it — but did let the case go to trial based on one blog post with very specific allegations about Padrick and Obsidian committing fraud. **Cox claimed to have a source for that information, but a trial by jury found that her claims were false, and found her guilty of defamation. Obsidian's lawyers had asked for a million dollars. The jury awarded Obsidian and Patrick $2.5 million.**

"She has decimated my business. It's half of what it was," says Padrick. "She's ruined my reputation, my life."

A reminder here: she wasn't able to prove at trial that what she had written was true. Do we really want to claim this person as one of our own, folks?

Most of those who have written about the case have focused on a pre-trial opinion from the judge in which he points out that "blogs" are not defined in Oregon's laws as "media." (They should probably fix that.) But the more important definition of media was closer to the end of the opinion [PDF]:

> Defendant fails to bring forth any evidence suggestive of her status as a journalist. For example, there is no evidence of (1) any education in journalism; (2) any credentials or proof of any affiliation with any recognized news entity; (3) proof of adherence to journalistic standards such as editing, fact-checking, or disclosures of conflicts of interest; (4) keeping notes of conversations and interviews conducted; (5) mutual understanding or agreement of confidentiality between the defendant and his/her sources; (6) creation of an independent product rather than assembling writings and postings of others; or (7) contacting "the other side" to get both sides of a story. Without evidence of this nature, defendant is not "media."

"The medium shouldn't define who is media," says Padrick.

Yes, there are bloggers who are journalists. But just because you have a blog doesn't mean that what you do is journalism.

Martindale Hubbell AV Rated attorney Kevin Padrick is one of the good guys, right? Not in the eyes of Crystal Cox, so-called investigative blogger.

At some point Crystal Cox decided Kevin D. Patrick was one of the bad guys. And with that, she launched an internet campaign against him, accusing him of corruption, fraud, tax fraud, stealing money, money laundering, and more. She bought domain names featuring the names of Kevin and Obsidian, posting rants and cross-linking between multiple sites to move her rants up in search engine rankings. Crystal Cox essentially decimated Padrick in front of anyone who might Google his name. This had its intended

effect: Padrick's business suffered. Kevin Padrick and Obsidian Finance sued Crystal Cox for defamation, alleging damage to his reputation and earnings.

It gets even better. Crystal Cox then attempted to extort Kevin D. Padrick and Obsidian Finance by offering to provide services to "protect online reputations" for a fee of $2,500 per month. Translation: *"Pay me to take down the defamatory material."*

The clear problem here is that I can't find any proof behind Cox's allegations against Padrick. But that doesn't help Kevin D. Padrick when it comes to Google. The postings by Cox appear prominently, and her repeated allegations on multiple URLs might make it appear to an outsider that there is really a story here. What user of the internet is going to take the time to slog through Crystal's many websites and incoherent rants to come to the conclusion that the sites were all created by the same person, who never proved any bad acts by Padrick? Probably no one.

Kevin Padrick and Obsidian Finance won their case against Crystal Cox, being awarded $2.5 million in damages. Crystal Cox was found guilty of defamation by a jury for one particular posted about Kevin Padrick. (The rest of her writings were deemed by the judge to be nutting rantings that no sane person would ever accept as statements of fact.) In the course of the case, Cox was deemed to be **not a journalist**. Essentially, the "shield law" in Oregon didn't apply to Crystal Cox because she didn't work for a traditional news outlet, and was "just" a blogger. The thing is, whether a journalist or not, the defamation claim was clear cut to the jury. Chrystal Cox doesn't need a new trial, and that's exactly what the judge ruled, because regardless of the applicability of the shield law, the jury found that Cox said untruthful things about Padrick and Obsidian.

Crystal Cox is hell-bent on destroying people who don't give in to her wishes. She has now gone after Marc Randazza, an attorney she begged to help her with an appeal in the Obsidian case, even going after Marc's wife and three year old daughter. When things didn't work out with Marc, Cyrstal went ahead and registered the domain name marcrandazza.com (along with several others) and told Marc she was just doing so to "control the search, and pr" on her case. He smelled a shakedown immediately.

This tells you what kind of woman we are dealing with: Crystal Cox attacked Marc's innocent wife and three year old daughter.

It is important to stand up to people like Crystal Cox. Companies are frequently playing the part of the big bullies on the playground – - threatening and suing anyone who might criticize them – - and we need to stand up to them and protect our right to speak our opinions freely about them.

But we also need to stand up against those who pretend to be like us – - those of us who want to advance free speech and legitimately criticize the bad acts of bad

actors – - but who are really NOT like us. People like Crystal Cox cannot and should not be allowed to lie about people like Kevin Padrick. Cox must be held accountable to keep the rest of us – - who are not defaming – - protected under the First Amendment.

Read more about investigative blogger Crystal Cox's extortion attempts:

- The Salty Droid: Crystal Cox :: iS nOt a BLOgGER
- Philly Law Blog: Crystal Cox – Investigative Blogger? No, More Like a Scammer and Extortionist
- Scott Greenfield: A Blogger Not Like Us
- Legal Satyricon: Judge rules, again, that blogger Crystal Cox is not a journalist. You know why? Because she ISN'T a journalist.
- Popehat: "Investigative Journalist" Crystal Cox's Latest Target: An Enemy's Three-Year-Old Daughter
- New York Personal Injury Law Blog: Blawg Review is Back! (With some incredible, but true, stories)
- Defending People: Crystal Cox
- Trial Theory: Crystal Cox
- Siouxsie Law: Crystal Cox is Not a Member of the Media
- Carlos Miller: Blogger Must Act Like Journalist To Be Treated Like One
- New York Times: Judge Rules That Bloggers Can Be Journalists (Just Not One in Particular)
- Forbes Kashmir Hill: Ugly New Reputation-Smearing Tactic: Going After A Toddler's Internet Footprint

Similar Posts:

- mArc RaNdaZza tAkeS bACk His NAmE
- Extortionate Investigative Blogger Crystal Cox: Summary By a Federal Judge
- Crystal Cox v. The Internet Dismissed in Eastern District of Wisconsin
- Cox v. The Internet: Thrown Out in Florida District Court
- Crystal Cox Complaint Dismissed Again

Tuesday, November 9, 2010

Proskauer Rose Law Firm Accused of Murder by Investigative Blogger Crystal L. Cox over the iViewit Technologies Scandal.

I Believe Proskauer Rose Law Firm Big Wigs Murdered Steven Krane and Stephen Kaye and Tried to Murder iViewit Technolgy Founder and One of the Iviewit Inventors Eliot Bernstein and his Entire Family.

Ever Wonder Why a Man's Car is Bombed in a Public Place in the State of Florida and the Local Police, District Court, Sheriff, County Attorney and Supreme Courts does

nothing to EVEN look into it? Are You Kidding Me..? and the FBI File mysteriously disappears.. Come on

Well that is Because **Proskauer Rose LLP** will do as they **Damn Well Please** and you will Sit Down, Shut Up and Take it or.. **YOU will DIE.** .. at the Very Least you will Lose your Quality of Life and all you knew to be your Life before you became Proskauer Rose's Target..

See when **Proskauer Rose's Corrupt Patent Attorney** Christopher Wheeler first jumped on the Let's Steal an Awesome Invention idea well Kenneth Rubenstein (MPEG LA attorney - with Proskauer Rose) was not working with Proskauer Rose, though Kenneth Rubenstein is kind of the Last Man Standing Now... as Christopher Wheeler Esq. was removed from Proskauer Rose LLP awhile back to **keep him silent** on the Iviewit Stolen Technology .. oh and the WHOLE Christopher Wheeler got drunk, almost killed a guy .. paid for his Silence thing. and Christopher Wheeler using **Corrupt Proskauer Rose LLP** connections to **Steal HIS Grandchildren** and Hospitalize their **Mother** ILLEGALLY.. . anyway..

Kenneth Rubenstein, joined the **Lets Steal iViewit Technologies Invention** for Lockheed Martin and MPEG LA Party.. well alittle Late.. and Odd Kenneth Rubenstein, Corrupt Patent Attorney - and Well seriously **"in bed with MPEG LA"** - well Kenneth Rubenstein is Alive and Well, and still at **Proskauer Rose LLP** - despite the Perjured Deposition over the iViewit Technology theft, which you would think a powerful law firm like **Proskauer Rose** would Frown on..

On the Record, and Recorded in Voice - Perjured Deposition Kenneth Rubenstein - MPEG LA
http://www.kennethrubenstein.com/2010/10/perjured-deposition-by-corrupt.html
Scroll Down past the MPEG LA, Proskauer Rose, Lockheed Martin SEC Complaint..

a Proven Criminal and Still Proskauer Rose keeps him around and MPEG LA just loves him.. there is a BIG reason for this..

Kenneth Rubenstein - Proskauer Rose LLP, a Self Proclaimed **"Wealth Protection Attorney"** is a Proven Criminal and this Corrupt Proskauer Rose LLP attorney is protected in every way, as well, he has the power to bring in Billions on Top of Billions with the MPEG LA company using the iViewit Technology by Illegal Patent Pools.. Also with the SILENCE of Kenneth Rubenstein.. MPEG LA - Lockheed Martin stays out of Indictments and Massive Scandals in RICO and Recovery, in SEC Fraud, and a Federal RICO Lawsuit - as does Time Warner Inc., AOL, Intel Corp. , Warner Bros. , Sony and many more involved in the Massive Shareholder Fraud over the Stolen IViewit Technlogy. (http://www.deniedpatent.com/)

so **Kenneth Rubenstein has them all by the Balls**.. and well he is certainly protecting their wealth for now.. thing is Kenneth Rubenstein forgot to Factor in .. well the TRUTH and those who Seek it.. such as **me..** He Failed miserably to recognize that there would be some Mad Dog Blogger someday who would get all Truth Telling, Conspiracy Exposing, Illegal Activity Proclaiming on his Ass.

AND prove IT .. without a Doubt in the Mind of any Honest Court, Ethical Attorney.. , Law Abiding Judge or well, anyone with a Brain !!!

See Kenneth Rubenstein, last Man Standing at Proskauer Rose in the Iviewit Scandal.. well certainly he knows of the Murders of his Collegues by the Big Wigs at Proskauer Rose ? Why is Kenneth Rubenstein still with Proskauer Rose? hmmm..

Steven Krane, Proskauer Rose BIG Wig Attorney connected to Ex-Supreme Court Judge Judith Kaye, who was appointed by Mario Cuomo.. (and well is the Wife of "Deceased" Stephen Kaye.. well Steven Krane died at 53 .. come on . I believe that Proskauer ROSE murdered both **Steven Krane** and **Stephen Kaye..**

Believe what makes you Sleep best at Night.

But as for me. I believe it was **Murder** flat out, to hide what they knew about the **13 Trillion Dollar Technology** that **Kenneth Rubenstein**, Christopher Wheeler - **Proskauer ROSE** Thugs STOLE for MPEG LA.. and Lockheed Martin..

... and to hide the Facts they Knew about the Attempted Murder of the Eliot Bernstein Family.. So I Believe, Proskauer Rose LLP Killed their Own Top Attorneys.. **to Protect "the Firm"** ..

Surely **Proskauer Rose** has connections to Big Pharma Companies that can help them in a drug that will induce **a Natural Cause of Death such as a Heart Attack**.. How about.. Say .. **Regeneron Pharmceuticals, Inc.** - connected to Textron.. in a Behind the Scenes.. Scratch your Back .. way.. Hmm.. kind of Gets ya Thinking.. (**Trivia:** what Connects Textron to Lockheed to Proskauer to Regeneron... oh and then back to me..) hmm.. ???

I also believe that **Chris Wheeler formerly of Proskauer Rose**, along with the NY Proskauer Rose THUGS hired someone to BOMB the Mini Van of Inventor **Eliot Bernstein** in effort to Kill Eliot Bernstein - iviewit inventor and his family... and Proskauer ROSE paid off the Boca Police in Order To Cover Up the Bombing.. therefore it was NEVER investigated.. and funny .. I am a **Homeland Security Risk** for BLOGGING.. and a Bombing was not even investigated.. and covered up by local cops

as well as a Florida Supreme Court Judge (Jorge Larbarga) .. Shocking to Say the Least.. Well I guess.. **13 Trillion Dollars** is a Whole Lot of Money..

Oh and Don't Forget Eric Turner Florida Bar Attorney and the Flat Out Suppression of Truth by the Corrupt Supreme Court Judge **Jorge Labarga** ... All Bought and Paid for By the Corrupt, Evil, Immoral, Criminals at Proskauer Rose LLP - Law Firm.

oh and **Foley and Lardner of Course.. .Michael Grebe** was in On ALL of it.. Attempted Murder to Steal an Invention where by he was the Patent Attorney Firm in Charge of the Protection of the Inventor.. Michael Grebe is the Most **"Well Connected Corrupt Attorney in America**" - Says **Investigative Blogger Crystal L. Cox**.. "Me" and well, **thats a Fact.. !!!**
(**Note:** Proskauer Rose is Filthy Rich, Evil and Connected, but Michael Grebe is the ONE who has the Power to Bug My home Phones, to put me on a Homeland Security list and to monitor my phone calls.. and well Duh.. I know how long you have been doing it.. I have NOTHING to Hide.. I am NOT the Criminal.. **I am the Voice of TRUTH !!** "

Oh and Don't Forget the FBI Lost the File on the Bombing.. That was a Michael Grebe Cover Up as Well..

So **Proskauer Rose LLP** and Foley and Lardner,
You Boys Bout' Decided what to Do about Me Yet?

.. or YOU going to let the **Textron THUGS**
continue to do your Dirty Work?

..by the way.. I Love the Way you paid for MORE SPACE in the GOOGLE search to push me down.. thing is the" **Truth is Like Cream"** and it **Rises to the Top**..
so Keep On Coming.. Thugs and Thieves..

I Fear No Evil ..

So Proskauer Rose, Michael Grebe, Lockheed Martin, Intel Corp, Warner Bros., Jeffrey Bewkes, Bruce Sewell, Foley and Lardner, MPEG LA, Kenneth Rubenstein.. I have Decided it is Officially Time for YOUR COME TO JESUS Party to Begin.. Ready ?

https://docs.google.com/file/d/0B-34Z89xij26MENzTkpLVGdPZm8/edit?usp=drive_web&pli=1

http://www.exposeproskauerrose.com/2013/05/eliot-i-bernstein-v-appellate-division_13.html

Bernstein filed criminal complaints with the Department of Justice Inspector General Glenn Fine, the US Attorney General Eric Holder & others regarding the criminal activities of both the NY and FL Officials.

It seems from Many documents atwww.Iviewit.TV That Mary Shapiro of the SEC had knowledgle long ago about what Proskauer Rose was up to and yet .. what ?? the Standford affair is some NEW Shocker of a Story, yet Mary Shapiro had been given notice by Eliot Bernstein and the Iviewit Company years before the Billion Dollar Scandal hit the Main Stream Media.

Information regarding Greenberg Traurig's involvement in a recent Ponzi, "The American Lawyer is reporting today, May 13, 2010, that the law firm of Greenberg Traurig has been sued for its willful participation in and facilitation of what it knew to be an illegal Ponzi scheme

proskauer-rose | Kill All The Lawyers Blog

2002 04 23 William Kasser, Iviewit bookkeeper letter to Eliot Bernstein regarding Goldstein Lewin (now CBIZ) **accounting fraud** on financial projections.

However with the Standford Billions ... the Madoff Billions... Enron.. all that has piled up .. and all involved seeming to act like they had no way of Knowing Yet they certainly did... Enron is connected to the Iviewit Stolen Patent and to Prosakauer Rose Law Firm - Eliot Bernstein Founder of Iviewit Technologies and one of the Inventors of the Trillion Dollar Patent told the Authories Long, LONG ago and they did nothing... even to the point of his Family Car being BOMBED and seemingly NO Real investigation.

MPEG LA, Greenberg Traurig, Proskauer Rose, Foley

Posted by **admin** on November 11th, 2011

MPEG LA, Greenberg Traurig, Proskauer Rose, Foley and Lardner , Intel Corp, Warner Bros., Eliot Bernstein, Iviewit Technolgies, Foley and Lardner , Massive Shareholder **Fraud**. the Iviewit Technology Story – Proskauer Rose, ...

Crystal L. Cox, Investigative Blogs, Nutritional Supplements ...

Posted by **admin** on November 14th, 2011

Crystal Cox Blogger on the iViewit Technology Theft worth over **13 Trillion Dollars** involving Foley and Lardner , Proskauer Rose, MPEG LA, Warner Bros. Sony Doug Chey, John Calkins and More ...

Iviewit Inventor Eliot Bernstein Files Motion to Rehear with Fed ...

Posted by **admin** on August 4th, 2012

RICO Charges against thousands including Proskauer Rose LLP, Foley & Lardner , Intel Inc, Apple, Microsoft, AOL, Time Warner, AT&T and many more. Read all about it! Iviewit Inventor Eliot Bernstein files Emergency Motion ...

Proskauer Rose Guilty, Proskauer Rose, Chadbourne and others Charged with Conspiracy and **Fraud**.. IViewit is Next. 13 Trillion Dollar Scandal, USPTO, DOJ, SEC, knows of Massive Shareholder **Fraud**. "Proskauer Rose, Chadbourne and others Charged with Conspiracy and **Fraud** in R. Allen Stanford Ponzi by Court Receiver for Victims Ralph Janvey. Iviewit Inventor **Eliot I. Bernstein** Publishes Draft Motion to US Appeals Court involving direct ties to the Iviewit Stolen Patents and Sir R. Allen Stanford, Bernie Madoff, Galleon, Dreier, MF Global scams and more. Proskauer Rose, Chadbourne and others Charged with Conspiracy and **Fraud** in R. Allen Stanford Ponzi by Court Receiver for Victims Ralph Janvey. Stanford Trial Drags Former Proskauer, Chadbourne Partner Back into Spotlight Brian Baxter The American Lawyer February 8, 2012

Proskauer Rose Law Firm is Evil, Criminal and NO Longer Above the Law.. no Longer Protected by the Supreme Court with Cover Up Crony .. Good Ol' Gal - Ex Judge Judith Kaye.

Time for Accountability for Proskauer Rose...

Proskauer Rose Stole a 13 Trillion Dollar Patent and Hid the Technology in Patent Pools with MPEG LA via Proskauer Rose Corrupt Patent Attorney Kenneth Rubenstein.

This Technology is Now Used by Time Warner Inc., Clearwire Corporation, Intel Corp. , Lockheed Martin, Verizon, Apple, Nokia, Motorola, IBM, and Well anyone who uses Modern High Speed Video Technology.

Bernstein suing the FL & NY Supreme Courts, State Bars & Disciplinary Agencies

Once iViewit Technologies issues a Cease and Desist that is Up Held by a Non-Proskauer Rose Controlled Court - Well 95% of all Cable TV, Video on Phones, Internet Video ... Will Come to an Abrupt Halt UNTIL they can Negotiate with iViewit Technologies.

Time Warner Inc. Has Signed Agreements and non-compete agreements with the iViewit Technologies and IGNORED these Signed - Binding Contracts.

Time Warner Inc. - CEO Jeffrey Bewkes has known for a very long time that Time Warner Inc., Warner Bros., and AOL will face Massive Liabilities over the iViewit Technology they STOLE. Yet Time Warner Inc. - CEO Jeffrey Bewkes Continues to Ignore this Fact and Time Warner Inc. - CEO Jeffrey Bewkes continues to Fail to Disclose to the "Board of Directors".

Intel Corp. Knows Full Well they Screwed over Iviewit Technologies and Intel CEO Paul Otellini, as Well as Ex-Intel General Counsel Bruce Sewell Have Known and NOT Disclosed this **Massive Shareholder Fraud**.

Even though there is Massive Criminal Complaints Filed, **There is over 1200 documents of proof online at Iviewit.TV, there is Criminal Complaints against the New York Attorney General Now Governor Andrew Cuomo over the Stolen Iviewit Technology, there is a Federal RICO Lawsuit, and a VERY Detailed SEC Complaint.**

And for Now Intel Corp, Time Warner Inc., Apple, IBM, Lockheed Martin, Clearwire Corp., and More seem to be able to STOP massive action against them in the Iviewit Case. This will NOT continue much longer, their corruption and cover up is OVER. The Truth is Roaring and it is Simply a matter of time.

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 502011CP000653XXXXSP

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

ELIOT IVAN BERNSTEIN,

Petitioner,

V.

TESCHER & SPALLINA, P.A., et al.,

Respondents.

---/

EXCERPT OF HEARING BEFORE THE HONORABLE
MARTIN H. COLIN

Taken before Michael Todd Berkowitz, Shorthand Reporter and Notary Public in and for the State of Florida at Large.

- - -

200 West Atlantic Avenue
Delray Beach, Florida 33344
Monday, October 28, 2013
5:00 P.M. - 5:09 P.M.
Michael T. Berkowitz, Court Reporter.

APPEARANCES:

On behalf of the Petitioner:

HUTH & PRATT
2101 N.W. Corporate Boulevard
Suite 400
Boca Raton, Florida 33431
BY: BRANDAN J. PRATT, ESQ.

On behalf of Ted Bernstein, Donald R. Tescher, Esq., Robert L. Spallina, Esq:

MARK MANCERI, ESQ.
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, Florida 33308

P R O C E E D I N G S

(Excerpt: Judge's Ruling)

THE COURT: Okay. Did you file an inventory in Simon's estate?

MR. SPALLINA: Yes, sir.

THE COURT: Has the inventory been published?

MR. SPALLINA: I believe it has, Your Honor.

THE COURT: Do you have an inventory from Simon's estate?

MR. PRATT: No. We don't.

THE COURT: Do you object to them having it?

MR. SPALLINA: No.

THE COURT: Okay. I'm going to let you have it, Eliot.

MR. ELIOT BERNSTEIN: Thank you.

THE COURT: All right. Thank you. You can have a seat.

MR. SPALLINA: Thank you.

THE COURT: So technically the hearing today was to deal with the improprieties of the pleadings, meaning the prior waivers. I heard a lot about this last time. I know you

brought in a witness. Mr. Roth is here, obviously because of Ms. Moran's potential difficulty, but I'm trying to think of putting substance ahead of form to determine how it benefits the Estate to go into that issue any further. So do you have a position on that Mr. Pratt, now that Eliot has had a chance to have the benefit of counsel and you've seen the newest round of waivers? There is no petition filed yet by Ted Bernstein. If he files one, and the Estate for some reason is not ready to be closed, or shouldn't be closed, we can deal with that at that time.

You know, sometimes things happen and the other side not having made a final decision on this, what I heard was not good about what I heard took place with respect to the processing of these documents, the waivers that the children signed, and essentially the one that was signed purportedly by Simon, but does it really matter, and I think I'd want it to matter before more time and money and energy is put into that, because if it's not going to put money into anybody's pocket, what good does it do just to tell Ms. Moran that

she did a bad thing. If that's the case, and I don't know that it is, I'm not finding that.

MR. PRATT: I'm not too concerned about the validity of the waivers now that they've signed new waivers and they filed them. What we're trying to accomplish here is not to throw anybody under the bus, or burn anybody. We want a clear picture of what happened in this entire estate plan, and the parent's died --

THE COURT: I've got that, but Eliot is entitled to that which anyone else in his position is entitled to, no more no less, so I'm not restricting, nor am I expanding on this concept. There's laws that govern what he is entitled to. They're saying that, you know, he's -- I mean, I don't know that there's a formal request in the Shirley's estate for any other documentation other than that which you now have, because there is nothing else that is filed, and if what Ted says and what Mr. Spallina says is true, if we requested a final accounting we would get the same things, and that's not going to get you anywhere. That's what they said.

MR. PRATT: My concern is that we're not going to be in a giant rush to close the estate, not that we want to turn this --

THE COURT: There's no petition to close it right now. Let's be patient and see what happens, and there may be reasons not to, or to close it, depending what goes on elsewhere. But given that, I don't even know other than what we now see in the inventories, because those are the two official documents, I don't know anything else about what monies may have passed through anyone's hands, but this isn't a case of first impression. The law deals with what potential beneficiaries are entitled to, and what they're not, and what trustees can provide, and what not.

Let's be patient and do it in the correct forum. It seems like a lot, and what you want to accomplish is going to take place before Judge French, or you can take it back to Judge Garrison.

MR. PRATT: Yea, I think you're right. We want to make sure that this piece of the puzzle is accurate, and if it is, you might not ever see us again.

THE COURT: So they say she funded the trust before her lifetime. Maybe she had some assets that were jointly titled. Those are not probate assets, they go just like people want. She may have cash under the pillow and it goes. So I'm going to take no further action right now on the issue of alleged impropriety or defects in the form of a pleading or other documents submitted to The Court in furtherance of the closing of the estate of Shirley Bernstein. I'm going to reserve on attorney's fees and any other possible sanction, if and when that matter becomes ripe for me to determine, but not today.

MR. MANCERI: Your Honor --

THE COURT: It may not Happen, at all.

MR. MANCERI: -- I want to address one thing that you mentioned, so everyone knows. We intend on filing a petition to close this estate, very quickly.

THE COURT: But I can't preempt that and deal with that. We have to be patient and follow the rule. When you file it, you're going to make sure Eliot gets served. You

serve him, and he can do whatever he wants with it. This is all rule driven.

MR. MANCERI: No question about it, Your Honor. We have the original waivers. As you know, we don't file the one's in ink anymore. We have them if you want to take them in open court.

THE COURT: No. E-files are good. You're allowed to e-file.

(End of excerpt.)

C-E-R-T-I-F-I-C-A-T-E

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, the undersigned authority, certify that the above Hearing was taken by me stenographically, and is a true and accurate transcription of my stenographic notes. Witness my hand and official seal this 5th day of November, 2013.

Michael Todd Berkowitz
Notary Public - State of Florida

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
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ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 11, 2013

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

Re: Estates of Shirley Bernstein and Simon L. Bernstein

Dear Ms. Yates:

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

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

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

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

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

Sincerely,

ROBERT L. SPALLINA

Enclosures

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

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

December 21, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

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

Dear Mr. Spallina:

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

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

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

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah
cc: Eliot Bernstein
Marc Garber

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

Fort Lauderdale • Tallahassee

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

LICENSED TO
PRACTICE LAW IN
FLORIDA, CALIFORNIA
& COLORADO

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WATS: (888) 445-3656
E: jherrera@ix.netcom.com

BY FACSIMILE: (530) 529-4110

August 15, 2007

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

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

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

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.

2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be $100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.

3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

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

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

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

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

Sincerely,

JOHN A. HERRERA

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

_____
ELIOT BERNSTEIN
August ____, 2007

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

_____
CANDICE BERNSTEIN
August ____, 2007

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

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

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

Sincerely,

JOHN A. HERRERA

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

ELIOT BERNSTEIN
August 15, 2007

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

CANDICE BERNSTEIN
August ____, 2007

Electronically Filed 11/01/2013 10:43:07 AM ET

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

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST SET OF INTERROGATORIES PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, ELIOT BERNSTEIN, pursuant to Florida Rule of Civil Procedure Rule 1.340, and hereby propounds this First Set of Interrogatories on **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate and requests **THEODORE S. BERNSTEIN** to answer the Interrogatories under oath, in writing, on or before the thirtieth (30^{th}) day after service of this request:

INSTRUCTIONS

1. In answering these interrogatories, you are required to furnish information not only within your own knowledge or obtainable by you, but also any information or knowledge in the possession of or obtainable by your attorneys, representatives, agents or anyone acting on your behalf or on their behalf.

2. If after exercising due diligence to secure the information, you are unable to answer the questions in full, answer as completely as possible and then explain the reason you are unable to answer more fully, and identify any person or persons able to supply the information.

3. In lieu of identifying any documents a true and correct copy thereof may be annexed to and incorporated in the answers to these Interrogatories. If any such document has already been furnished to the undersigned, only on reference to such document is necessary so as

to enable the undersigned to identify it.

4. If any requested information claimed to be privileged or immune from discovery, please list the following for each item claimed to be privileged;

a. a brief description of the nature and contents of the matter claimed to be privileged or immune;

b. the name, occupation and capacity of the individual from whom the privilege or immune matter emanated;

c. the name, occupation and capacity of the individual to whom the allegedly privileged or immune matter was directed;

d. the date the item bears; and

f. the privilege or immunity claimed.

DEFINITIONS

As used in these interrogatories and in all subsequent written discovery, the following definitions shall apply:

1. The terms "document" and "documents" shall include, but are not limited to, all paper material of any kind, whether written, typed, printed, punched, filmed or marked in any way; recording tape or wires; film, photographs, movies or any graphic matter however produced or reproduced; all mechanical or electronic sound recordings or transcripts thereof in the actual or constructive possession, custody or control of Defendant, or his representatives of which he or his representatives have knowledge.

2. The term "person" includes a corporation, partnership, other business association or entity, a natural person, and any government or governmental body, commission, board or

agency.

3. The terms "communication" and "communications" mean the act or fact of communicating, whether by correspondence, telephone, meeting or any occasion of joint or mutual presence, as well as the transfer of any document from one person to another.

4. The terms "identify" and "identification" when used in reference to any individual person mean to state his or her full name, present or last known address, and his or her present or last known employment position and business affiliation. When used in reference to a person other than an individual person, identify or identification mean to state whether such person is a corporation, partnership or other entity and its name, present or last known address and principal place of its business. Once any person has been identified properly, it shall be sufficient thereafter when identifying that same person to state his, her or its name only.

5. The terms "identify" and "identification" when used in reference to a document or documents mean to state the date, the author (or, if different, the signer or signers), the addressee, type of document (e.g. letter, email, memorandum, telegram, statement, check, chart, sketch, etc.), and any other means of identifying with sufficient particularity to meet the requirements for its inclusion in a Request for Production pursuant to Rule 1.350, Florida Rules of Civil Procedure. If any such document is no longer in your possession, or subject to your control, state what disposition was made of it and the reason for such disposition.

6. The term "identify written communication" shall include the name and address of the person signing the writing, the name and address of the addressee, the date of the writing, and the person or persons having possession of same in addition to the information requested in Paragraph 5.

7. The term "identify oral communication" shall include the nature of said communication, the date of said communication, the name and address of the person making said communication, the name and address of the person receiving said communication and the contents of said communication.

8. As used in this interrogatory, "life functions and activities of daily living" shall mean the things human beings normally do in daily living including: seeing, talking, walking, breathing, writing, reading, hearing, preparing meals, eating, drinking, bathing, dressing, undressing, transferring from bed to chair and back, control over urinary and fecal discharge, using the toilet, grooming, homemaking, leisure, shopping for groceries and supplies, using the telephone, managing money and taking medications.

9. The terms "you" and "yours" refer to **THEODORE S. BERNSTEIN**, his or her agents, employees, representatives and attorneys.

10. The term "Decedent" shall refer to **SHIRLEY BERNSTEIN**, his or her agents, employees, representatives and attorneys

11. The term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN**.

12. The term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN**.

13. Unless otherwise specified in the interrogatory, the time period for the requested response shall be limited to **Date May 20, 2008** through the present.

INTERROGATORIES

1. Identify all pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death. Please include in your answer a description of the jewelry, the estimated value of the jewelry, whether the jewelry was included in the estate. If the jewelry was not included in the Decedent's estate please explain how the jewelry was transferred prior to death. Please also include the names of any witnesses who have knowledge of the statements made in this answer.

ANSWER:

2. Did the Decedent own or rent a lock box, bank box, or safe deposit box? If so, for each box, please state the name and address of the bank or financial institution where the box was located, the box number or account number, the time period that the Decedent owned or rented the box, the contents of the box, the names of the people who had access to the box, the time period that the people had access to the box, an itemization of the items that were in the box during the last two years of the Decedent's life, and an itemization of the items that were in the box on the dated that the Decedent died.

ANSWER:

3. Did the Decedent have an insurance policy that insured her jewelry or any other personal property? If so, for each policy, please state the name and address of the insurer, the policy number, and the time period that the Decedent held the policy.

ANSWER:

4. Please describe all distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to identify all creditor's claims and any fees and costs that were paid.

ANSWER:

I AM AWARE THAT ANY MATERIALLY FALSE STATEMENT KNOWINGLY MADE WITH THE INTENT TO DEFRAUD OR MISLEAD SHALL SUBJECT ME TO THE PENALTY OF PERJURY AND MAY BE CONSIDERED A FRAUD UPON THE COURT.

_____
THEODORE S. BERNSTEIN

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared TED S. BERNSTEIN, who, after being first by me duly sworn, deposes and states that he is the person described in and who executed the attached or foregoing instrument, and he acknowledged before me that the facts contained therein are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal at the State and County aforesaid, this _____ day of _____, 2013.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires

____ Personally known

____ Produced Identification- Type of Identification Produced _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Electronically Filed 11/01/2013 10:43:07 AM ET

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

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, **ELIOT BERNSTEIN**, pursuant to Florida Rule of Civil Procedure 1.350 and hereby requests **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate to produce the following at the offices of Huth & Pratt, 2101 NW Corporate Blvd., Suite 400, Boca Raton, Florida 33431 on or before the thirtieth (30th) day after service of this request:

DEFINITIONS

As used in this Request to Produce, "documents" and "tangible things" shall include, but is not limited to, writings of any kind; graphic, photographic or actual records or representations of any kind; electronic, mechanical, electrical or computer records or representations of any kind; including e-mail and other data compilations from which information can be obtained, translated, if necessary, by you through detection devises into a reasonably usable form; including original, reproductions, drafts, identical copies and non-identical copies, whether different from original by reason of notation made on the copy of otherwise.

As used in this Request to Produce, "persons" shall include natural persons, proprietorships, corporations, public corporations, municipal corporations, state governments, local governments, governmental agencies, political subdivisions, partnerships, groups, associations or other business or pubic organizations.

As used in this Request to Produce, "property" shall include real property, personal property, tangible property, intangible property, and property of any type or kind.

If any document called for by this Request for Production is withheld because you claim that information is contained in a document, tangible thing or communication protected by the attorney-client privilege, work product privilege, or other recognized privilege, you are requested to so state, specify for each such document, tangible thing or communication, its title, subject matter, sender, author, recipients of copies, each person to whom the original or any copy was circulated, the parties to the communication, the persons present during the communication, the purpose of the communication, the basis upon which the privilege is claimed, and the Request to Produce to which the document, tangible thing or communication is responsive.

As used in this Request to Produce, the term "Decedent" shall refer to **SHIRLEY BERNSTEIN**.

As used in this Request to Produce, the term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN.**

As used in this Request to Produce, the term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN.**

REQUESTS FOR PRODUCTION

1. Please produce all documents and all physical evidence that evidence or relate to pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death.

2. Please produce all documents and all physical evidence that evidence or relate any lock box, bank box, or safe deposit box that the Decedent owned (whether individually or jointly with any other person) during the last two years of her life. Please be sure to include any rental contracts, lease agreements, account opening forms, inventories, and logs associated with any such box.

3. Please produce all documents and all physical evidence that evidence or relate to any insurance policy that the Decedent had on any personal property that she owned during

the last two years of her life. Please be sure to include any personal property riders on any home owner's insurance policy.

4. Please produce all documents and all physical evidence that evidence or relate to any distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to produce documents related to any creditor's claims and any fees and costs that were paid.

5. Please produce any and all fee arrangements, fee agreements, retainer agreements, bills, account statements and settlement sheets that for any attorney who has been paid for rendering services to the Estate.

6. Please produce all separate writings or any other document in which the Decedent indicates where she wants her personal property to go upon her death.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Simon and Shirley Bernstein Estate
Estates/Trusts Analysis
As of 11/30/13

SIMON & SHIRLEY BERNSTEIN ASSETS/LIABILITIES	PROBATE INV. VALUE	TOTAL ASSETS	EXP/LIAB & DIST.	NAV at 11/30	Assets under Wills Children are Beneficiaries of Personal Property					Grandchildren as Trust Beneficiaries (all other assets of Shirley and Simon Trusts)									
					Ted	Pam	Lisa	Jill	Eliot	Alexandra	Eric	Michael	Molly	Carly	Max	Julia	Josh	Jake	Daniel
JPM - Simon Estate (Note 1)	77,491	79,492	(78,960)	532						53	53	53	53	53	53	53	53	53	53
JPM - Simon Trust (Note 1)	-	99,000	(48,823)	50,177						5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018
JPM - Shirley Trust Note 1)	-	1,515,574	(378,119)	1,137,455						113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746
JPM - Bernstein LLLP (Note 2)	-	545,948	-	545,948						54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595
JPM - Bernstein Holdings, LLC		41,736	(1,758)	39,978						3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998
JPM - R/O Simon IRA (former DBP - NSA)	519,266	519,266	(2,434)	516,832						51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683
Legacy Bank (Note 1 and Note 3)	384			-															
Wells Fargo (Note 1 and Note 3)	1,599			-															
Sabadell - Simon Estate (Note 1 and Note 4)	15,062	78,518	(67,199)	11,319						1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132
Monarch Life Proceeds (Note 4)	4,000	-	-	-															
Cincinatti Life Proceeds (Note 4)	7,685	-	-	-															
US Life Proceeds (Note 4)	50,800	-	-	-															
Jewelry	63,205	63,205	-	63,205	12,641	12,641	12,641	12,641	12,641	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321
Furniture & Furnishings	51,135	51,135	-	51,135	10,227	10,227	10,227	10,227	10,227	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114
Note Receivable (Note 5)	365,000	365,000	-	365,000						36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500
LIC Shares (33%) (assumes no value per Ted)	-	-	-	-						-	-	-	-	-	-	-	-	-	-
7020 Lionshead - (Shirley Trust)	-	1,350,000	-	1,350,000						135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000
Wells Fargo Loan (7020 Lionshead)	-	-	(530,000)	(530,000)						(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)
TOTAL FOR DISTRIBUTION	**1,155,629**	**4,708,874**	**(1,107,293)**	**3,601,581**	**22,868**	**22,868**	**22,868**	**22,868**	**22,868**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**

OUTSIDE OF ESTATE

Insurance	$ 1,600,000	(divided equally among Ted, Pam, Lisa, Jill and Eliot unless money comes to the Estate then divided among the ten grandchildren but subject to creditor claims)
John Hancock - Simon 401K (Arbitrage)	$ 17,575	(divided equally among 10 grandchildren)

Note 1 - Sabadell "Total Assets" amount includes balance of Legacy Bank account of $369.25, balance of Wells Fargo Bank account of $206.63, and life insurance proceeds from Monarch, Cincinatti and US Life deposited to Sabadell account.

Note 2 - Reconciliation prepared by JP Morgan as minimal activity other than original funding of Shirley and Simon Trust accounts, loan and repayment activity for Shirley Trust, and dividends and other brokerage activity.

Note 3 - Legacy Bank closing balance of $369.25 deposited into Sabadell acount; Wells Fargo closing balance of $206.63 also deposited into Sabadell acount.

Note 4 - insurance proceeds deposited in Sabadell account.

Note 5 - requires that Eliot obtain financing on home to pay off loans owed to Walt Sahm (first mortgage) and then Estate (second mortgage) by Bernstein Family Realty. If not, then Estate must foreclose on property or make arrangements with EB to collect on Note.

Simon and Shirley Bernstein Estate
Estates/Trusts Analysis
As of 11/30/13

SIMON & SHIRLEY BERNSTEIN ASSETS/LIABILITIES	PROBATE INV. VALUE	TOTAL ASSETS	EXP/LIAB & DIST.	NAV at 11/30	Assets under Wills Children are Beneficiaries of Personal Property					Grandchildren as Trust Beneficiaries (all other assets of Shirley and Simon Trusts)									
					Ted	Pam	Lisa	Jill	Eliot	Alexandra	Eric	Michael	Molly	Carly	Max	Julia	Josh	Jake	Daniel
JPM - Simon Estate (Note 1)	77,491	79,492	(78,960)	532						53	53	53	53	53	53	53	53	53	53
JPM - Simon Trust (Note 1)	-	99,000	(48,823)	50,177						5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018
JPM - Shirley Trust Note 1)	-	1,515,574	(378,119)	1,137,455						113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746
JPM - Bernstein LLLP (Note 2)	-	545,948	-	545,948						54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595
JPM - Bernstein Holdings, LLC		41,736	(1,758)	39,978						3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998
JPM - R/O Simon IRA (former DBP - NSA)	519,266	519,266	(2,434)	516,832						51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683
Legacy Bank (Note 1 and Note 3)	384			-															
Wells Fargo (Note 1 and Note 3)	1,599			-															
Sabadell - Simon Estate (Note 1 and Note 4)	15,062	78,518	(67,199)	11,319						1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132
Monarch Life Proceeds (Note 4)	4,000	-	-	-															
Cincinatti Life Proceeds (Note 4)	7,685	-	-	-															
US Life Proceeds (Note 4)	50,800	-	-	-															
Jewelry	63,205	63,205	-	63,205	12,641	12,641	12,641	12,641	12,641	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321
Furniture & Furnishings	51,135	51,135	-	51,135	10,227	10,227	10,227	10,227	10,227	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114
Note Receivable (Note 5)	365,000	365,000	-	365,000						36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500
LIC Shares (33%) (assumes no value per Ted)	-	-	-	-						-	-	-	-	-	-	-	-	-	-
7020 Lionshead - (Shirley Trust)	-	1,350,000	-	1,350,000						135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000
Wells Fargo Loan (7020 Lionshead)	-	-	(530,000)	(530,000)						(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)
TOTAL FOR DISTRIBUTION	**1,155,629**	**4,708,874**	**(1,107,293)**	**3,601,581**	**22,868**	**22,868**	**22,868**	**22,868**	**22,868**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**

OUTSIDE OF ESTATE

Insurance	$ 1,600,000	(divided equally among Ted, Pam, Lisa, Jill and Eliot unless money comes to the Estate then divided among the ten grandchildren but subject to creditor claims)
John Hancock - Simon 401K (Arbitrage)	$ 17,575	(divided equally among 10 grandchildren)

Note 1 - Sabadell "Total Assets" amount includes balance of Legacy Bank account of $369.25, balance of Wells Fargo Bank account of $206.63, and life insurance proceeds from Monarch, Cincinatti and US Life deposited to Sabadell account.

Note 2 - Reconciliation prepared by JP Morgan as minimal activity other than original funding of Shirley and Simon Trust accounts, loan and repayment activity for Shirley Trust, and dividends and other brokerage activity.

Note 3 - Legacy Bank closing balance of $369.25 deposited into Sabadell acount; Wells Fargo closing balance of $206.63 also deposited into Sabadell acount.

Note 4 - insurance proceeds deposited in Sabadell account.

Note 5 - requires that Eliot obtain financing on home to pay off loans owed to Walt Sahm (first mortgage) and then Estate (second mortgage) by Bernstein Family Realty. If not, then Estate must foreclose on property or make arrangements with EB to collect on Note.

D. Kimberly Moran admitted to making a false or fraudulent acknowledgment of the instrument being notarized, in violation of Section 117.105, Florida Statutes.

E. Kimberly Moran amended the instrument after the party had signed, in violation of Section 117.107(7), Florida Statutes.

BEING FULLY ADVISED in the premise, and in accordance with the Florida Constitution and the laws of the State of Florida, this Executive Order is issued

Section 1. Kimberly Moran is suspended from the public office which she now holds: Notary Public of the State of Florida.

Section 2. Kimberly Moran is prohibited from performing any official act, duty, or function of this public office; from receiving any pay or allowance; and from being entitled to any of the emoluments or privileges of this public office during the period of suspension, which period shall begin, today, until further Executive Order is issued, or as otherwise provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 14th day of October, 2013.

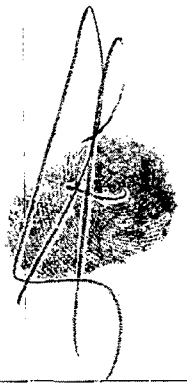
RICK SCOTT, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2013 OCT 14 AM 9:40
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT 3 – PALM BEACH COUNTY SHERIFF REPORT



PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: ROAD PATROL

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: 4 NON CRIME CODE: CODE: 260D 07/15/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7657 NAME: LONGSWORTH ERIA ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17501 S STATE RD 7 APT. NO:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

NAME LIST:
ROLE:
COMPLAINANT ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 245-8588
BUSINESS PHONE: 561 886-7628
OTHER ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 6855 TECHNOLOGY WY BOCA RATON FL 33431 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33484 HOME PHONE:561 988-8984
BUSINESS PHONE: 561 000-0000
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
ARRESTEE KIMBERLY MORAN DOB: 10/24/1972
SEX: F RACE: W HT: 505 WT: 135 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 6362 LAS FLORES DR APT. 4 BOCA RATON FL 33433 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000

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PALM BEACH COUNTY SHERIFF'S OFFICE
OFFENSE REPORT

CASE NO. 13097087 PAGE 2
CASE NO. 13097087
DISPOSITION: OPEN

ROLE:
OTHER ROLE NO. 4
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... SIMON PAMELA W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 950 MICHIGAN AV N 2603 CHICAGO IL 60035

PHONE #S HOME OTHER BUSINESS
000 0000 400 0000 (312) 819 7474

ROLE:
OTHER ROLE NO. 5
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... IANTONI JILL W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 2101 MAGNOLIA LA HIGHLAND PARK IL 60035

PHONE #S HOME OTHER BUSINESS
(847) 831 4915 000 0000 (312) 804 2318

ROLE:
OTHER ROLE NO. 6
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... FRIEDSTEIN LISA S W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 2142 CHURCHILL LA HIGHLAND PARK IL 60035

PHONE #S HOME OTHER BUSINESS
(847) 877 4633 000 0000 (312) 000 0000

OFFENSE INDICATOR: OFFENSE 1 VICTIM NUMBER: 1
VICTIM TYPE: UNKNOWN
RESIDENCE TYPE: NOT APPLICABLE RESIDENCE STATUS: NOT APPLICABLE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

EXTENT OF INJURY: NONE
INJURY TYPE(1): NOT APPLICABLE
INJURY TYPE(2): NOT APPLICABLE
VICTIM RELATION: NOT APPLICABLE

ON 071513, I RESPONDED TO THE DISTRICT VII SUBSTATION LOCATED AT 17901 SOUTH STATE ROAD 7, UNINCORPORATED BOCA RATON, FLORIDA IN REFERENCE TO A REPORT OF FRAUD.

UPON ARRIVAL, I MADE CONTACT WITH THE COMPLAINANT INSIDE OF THE DISTRICT VII LOBBY. THE COMPLAINANT VERBALLY IDENTIFIED HIMSELF AS ELLIOT I. BERNSTEIN. ELLIOT STATED THAT SINCE SEPTEMBER OF 2012 THERE HAVE BEEN SEVERAL FRAUDULENT AND FORGED DOCUMENTS THAT HAVE BEEN FILED IN THE SOUTH COUNTY COURTHOUSE LOCATED AT 200 WEST ATLANTIC AVENUE, DELRAY BEACH, FLORIDA. ELLIOT ADVISED THAT THESE FRAUDULENT/FORGED DOCUMENTS WERE FILED WITH THE SOUTH COUNTY COURTHOUSE TO MISAPPROPRIATE ASSETS ILLEGALLY FROM THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN (DECEASED PARENTS). ELLIOT TOLD ME THAT THESE DOCUMENTS WERE PREPARED AND EXECUTED BY ATTORNEYS DONALD TESCHER AND ROBERT SPALLINA OF TESCHER AND SPALLINA AND THAT THESE DOCUMENTS WERE FOR POWER OF ATTORNEY OVER THE TWO (2) ESTATES WHICH WERE VALUED BETWEEN 20 TO 50 MILLION DOLLARS. ACCORDING TO ELLIOT, HIS BROTHER, THEODORE STUART BERNSTEIN, ALSO HAD INVOLVEMENT WITH THE FILING OF THESE FRAUDULENT/FORGED DOCUMENTS.

WHILE SPEAKING TO ELLIOT, HE SHOWED ME SEVERAL COURT DOCUMENTS WHICH HE ALLEGED ARE COPIES OF THE FRAUDULENT/FORGED DOCUMENTS THAT WERE FILED AT THE COURT HOUSE. ELLIOT COMPLETED A SWORN WRITTEN STATEMENT AND I COMPLETED A VICTIM/WITNESS CASE INFORMATION FORM IN WHICH ELLIOT WAS GIVEN ALONG WITH COPIES OF HIS FOUR (4) PAGE SWORN WRITTEN STATEMENT.

DUE TO THE MONETARY AMOUNT AND THE ALLEGATIONS THAT WERE MADE REGARDING THE FILING OF FRAUDULENT/FORGED DOCUMENTS AT THE SOUTH COUNTY COURTHOUSE, THIS CASE WILL BE FORWARDED TO THE PBSO FINANCIAL CRIMES DIVISION.

THIS CASE WAS COMPLETED AT THIS TIME FOR DOCUMENTATION PURPOSES ONLY.

D/S B.E. LONGSWORTH/ID 7657/TRANS:072313/ALS
DICT:071613/2115HRS.

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EXHIBIT CONFIDENTIAL

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 2600 08/14/13 MONDAY
ZONE: P52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1216 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 2600

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS CASE, I ATTEMPTED TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE ON BOTH 08/13/13 AND 08/14/13. MESSAGES WERE LEFT FOR HIM TO CONTACT ME ON BOTH NUMBERS PROVIDED IN THE ORIGINAL REPORT. THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
08/14/13 @ 1241 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/15/2013/MDR/#6405

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EXHIBIT
Confidential Information Subject to Protective Order

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRINTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 08/20/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1213 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS INCIDENT, I WAS ABLE TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE. ELLIOT SUPPLIED ME WITH AN E-MAIL WHICH CONTAINED 567 DOCUMENTS WHICH HE STATES ARE PERTINENT TO THIS CASE. I AM CURRENTLY REVIEWING THE DOCUMENTS AND STATEMENT HE PROVIDED. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH ELLIOT IN THE NEAR FUTURE TO GO OVER HIS STATEMENT AND THE DOCUMENTS HE SUPPLIED. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
08/20/13 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/21/2013/MDR/#6405

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EXHIBIT 1 CONFIDENTIAL PURSUANT TO FED. R. EVID. 408

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRNTE DUE OF
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/25/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1216 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON AUGUST 23, 2013 I MET WITH ELIOT BERNSTEIN REFERENCE HIS COMPLAINT. HE STATED THAT DUE TO SOME DOCUMENTS BEING FRAUDULENTLY NOTARIZED A LARGER FRAUD HAS OCCURRED. HE SUPPLIED ME WITH COPIES OF A DOCUMENT TITLED: WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE: WAIVER OF SERVICE OF PETITION FOR DISCHARGE: AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE, FOR THE ESTATE OF SHIRLEY BERNSTEIN, WHO IS ELIOT'S DECEASED MOTHER.

ELIOT STATED THAT IN THE FIRST PART (BELIEVED TO BE APRIL) OF 2012, HIS FATHER HAD A MEETING WITH HIM AND HIS FOUR SIBLINGS (TED, PAMELA, JILL, & LISA). I HAVE SINCE FOUND OUT THAT THIS WAS A CONFERENCE CALL WHICH TOOK PLACE AT THE OFFICE OF ATTORNEY ROBERT SPALLINA, WHO IS/WAS THE ATTORNEY FOR SIMON AND SHIRLEY BERNSTEIN. IT SHOULD BE NOTED THAT SIMON HAS SINCE PASSED, WHICH OCCURRED ON OR ABOUT SEPTEMBER 13, 2012. AT THIS CONFERENCE CALL, WHICH WAS IN THE FIRST PART OF 2012, SIMON BERNSTEIN REVEALED TO HIS CHILDREN THAT HE WOULD LIKE THEM TO SIGN THE AFOREMENTIONED WAIVER. IT IS BELIEVED THAT THERE WAS ALSO SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT UPON SIMON'S PASSING.

INVESTIGATION REVEALED THAT ALL FIVE CHILDREN AND SIMON SIGNED THE AFOREMENTIONED WAIVER THAT WAS SENT TO THEM BY SPALLINA'S LEGAL ASSISTANT, KIMBERLY MORAN. I SPOKE WITH MORAN ON 09/24/13 AND SHE ADMITTED TO SENDING OUT THE WAIVER AS TOLD TO BY HER BOSS. THE WAIVERS WERE THEN SIGNED AND RETURNED. SIMON'S WAS SIGNED ON 04/09/12 AND ELIOT'S ON MAY 15, 2012. IT WAS FOUND THAT THE OTHER SIBLINGS DID NOT RETURN THEIR DOCUMENT FOR SEVERAL MONTHS. MORAN STATED SHE HAD TO CONDUCT FOLLOW-UP E-MAILS AND PHONE CALLS TO GET THE

EXHIBIT CONFIDENTIAL

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 2
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

DOCUMENTS RETURNED. THEY WERE FINALLY RETURNED IN AUGUST AND OCTOBER OF 2012. MORAN STATED SHE FILED THE DOCUMENTS WITH THE COURT IN OCTOBER OF 2012. SHE RECEIVED A MEMORANDUM FOR JUDGE MARTIN COLIN'S CASE MANAGER, ASTRIDE LIMOUZIN, STATING THE DOCUMENTS WERE NOT NOTARIZED AND THEY NEED TO BE. MORAN STATED THAT AT THIS TIME, SHE TOOK IT UPON HERSELF TO TRACE EACH SIGNATURE OF THE SIX MEMBERS OF THE BERNSTEIN FAMILY ONTO ANOTHER COPY OF THE ORIGINAL WAIVER DOCUMENT. SHE THEN NOTARIZED THEM AND RESUBMITTED THEM TO THE COURTS. WHEN I INTERVIEWED HER ON 09/24/13, SHE STATED SHE DID NOT REALLY HAVE A REASON WHY SHE FORGED THE SIGNATURES, OTHER THAN TO MAYBE SAVE TIME.

I SPOKE WITH LISA AND JILL VIA PHONE ON SEPTEMBER 10, 2013. THEY STATED THAT AS FAR AS THEY KNOW, THE FRAUDULENT NOTARIZATION CHANGED NOTHING WITH THE ESTATE SINCE THEY WILLINGLY AND KNOWINGLY SIGNED THE ORIGINAL DOCUMENTS. THEY STATED THAT THEY DO NOT WISH TO PURSUE ANYTHING CRIMINALLY . I SPOKE WITH TED ON 09/24/13. HE ALSO STATED THAT THE MISTAKE DID NOT AFFECT THE ESTATE AND DOES NOT WISH TO PURSUE ANYTHING CRIMINALLY. TO DATE PAMELA HAS NOT RESPONDED TO MY PHONE MESSAGES OR E-MAILS.

D/S MARK BEREY WAS PRESENT DURING MY INTERVIEWS WITH MORAN, TED, AND SPALLINA. WE SPOKE TO MORAN ALONE. THE INTERVIEW WAS RECORDED. SHE ADMITTED TO MAKE A POOR DECISION, BUT STATED SHE DID NOT BENEFIT FINANCIALLY FROM HER ACTIONS. WE ALSO SPOKE WITH SPALLINA ALONE. SPALLINA STATED HE WAS NOT AWARE OF MORAN'S ACTIONS UNTIL SHE TOLD HIM. MORAN STATED SHE WAS MADE AWARE THAT OTHERS HAD CAUGHT ONTO WHAT SHE DID ONCE SHE RECEIVED NOTICE FROM THE GOVERNOR'S OFFICE, NOTARY EDUCATION DIVISION. ELIOT FILED A COMPLAINT ON HER WITH THE STATE. I WAS SUPPLIED WITH A COPY OF THE COMPLAINT AND CORRESPONDENCE BY ELIOT. I ALSO SPOKE WITH ERIN TUPER MAKING HER AWARE OF MY INVESTIGATION. ELIOT SUPPLIED A SWORN WRITTEN STATEMENT TO THE ORIGINAL REPORTING DEPUTY, STATING THAT HE WISHES TO PURSUE CRIMINAL CHARGES. ELIOT ALSO TOLD ME HIMSELF THAT HE WISHES TO PURSUE CHARGES ANY CRIMINAL WRONGDOINGS IN THIS CASE. IN SPEAKING WITH SPALLINA, WE FOUND THAT THE DOCUMENT IN QUESTIONS CHANGES THE INHERITANCE OF PERSONAL PROPERTY IN THE ESTATE OF SHIRLEY BERNSTEIN FROM SIMON AND SHIRLEY'S CHILDREN TO THEIR GRANDCHILDREN.

D/S BEREY AND I ALSO REVIEWED ALL E-MAILS AND ATTACHMENTS (MAINLY COURT DOCUMENTS) SUPPLIED BY ELIOT. WE FOUND THAT MOST OF THE INFORMATION WAS RELATED TO THE ONGOING CIVIL CASE INVOLVING THE TRUSTS AND ESTATES OF SHIRLEY AND SIMON BERNSTEIN. THE ONLY CRIMINAL WRONGDOINGS FOUND ARE THE AFOREMENTIONED FRAUDULENTLY NOTARIZED DOCUMENTS.

IT SHOULD BE NOTED THAT ON 9/25/13 ELIOT'S WIFE, CANDICE BERNSTEIN CALLED ME AND MENTIONED THAT SHE WAS FEELING A CONCERN FOR THE SAFETY OF HER AND ELIOT. SHE STATED IT IS JUST A FEELING SHE HAD DUE TO RISING TENSIONS IN THIS ONGOING COURT BATTLE. I ASKED HER IF ANYONE HAS THREATENED HER OR HER HUSBAND AND SHE SAID NO, JUST PEOPLE INVOLVED KNOW PEOPLE WHO HAVE HIGH INFLUENTIAL

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EXHIBIT CONFIDENTIAL

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

ABILITIES. ELIOT WOULD NOT ELABORATE, BUT DID STATE THAT HE HAS ONGOING FEDERAL COURT BATTLES AND BELIEVES HE IS BEING TARGETED BY PEOPLE DUE TO HIS PATENTS AND INVENTIONS. AT THIS TIME, I HAVE NO EVIDENCE TO SHOW THEY ARE IN ANY HARM'S WAY REGARDING MY INVESTIGATION OR GENERALLY SPEAKING.

BASED ON THE FACTS AND FINDINGS OF THIS INVESTIGATION, I FIND PROBABLE CAUSE FOR THE ARREST OF MORAN FOR CRIMINAL ACTIONS UNDER THE COLOR OF LAW OR THROUGH USE OF SIMULATED LEGAL PROCESS, F.S.S. 843.0855 (3), DUE TO THE FACT THAT SHE DID WILLINGLY AND KNOWINGLY SIMULATE A LEGAL PROCESS OF A LEGAL DOCUMENT REGARDING PERSONAL PROPERTY, KNOWING THAT THE DOCUMENT CONTAINED FRAUDULENT SIGNATURES. THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704
09/25/13 @ 1493 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/25/2013/MD/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/27/13 MONDAY
ZONE: FS2 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1210 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

THIS CASE WAS FILED WITH THE PALM BEACH COUNTY STATE ATTORNEY'S OFFICE ON 09/27/13. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
09/27/13 @ 1311 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/30/2013/MDR/#6405

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CONFIDENTIAL COMMUNICATION

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 5 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRINTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/08/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1219 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 10/07/13 I RECEIVED AN E-MAIL FROM THE STATE ATTORNEY'S OFFICE STATING THEY HAVE REVIEWED THE CASE AND CHARGES WILL BE FILED. ON 10/08/13 I SPOKE WITH ELIOT AND MADE HIM AWARE OF MY FINDINGS IN THIS CASE. HE ALSO SUPPLIED ME WITH NEW COURT DOCUMENTS, WHICH WERE FORWARDED TO THE SAO. THIS CASE REMAINS OPEN.
DETECTIVE RYAN MILLER #7704
10/08/13 @ 1033 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 10/08/2013/MDR/#6405

printed by Employee Id #: 5254 on November 01, 2013 11:10:31AM

PALM BEACH COUNTY SHERIFF'S OFFICE

CASE NO. 13097087 SUPPLEMENT 6 OFFENSE REPORT PAGE: 1

CASE NO. 13097087

DISPOSITION: CLEARED BY ARREST

911: DIVISION: DETECTIVE

IMPRINTE PUB OF

SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/29/13 MONDAY

ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333

OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS

EXCEPTION TYPE:

INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:

CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0

LOCATION: GOVERNMENT / PUBLIC BUILDING

NO. VICTIMS: 01 NO. ARRESTED: 1 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 10/25/13 KIMBERLY MORAN TURNED HERSELF IN REFERENCE A CAPIAS ISSUED IN THIS CASE. THIS CASE IS NOW CLEARED BY ARREST.

DETECTIVE RYAN W. MILLER #7704

10/29/13 @ 1505 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 10/30/2013/MDR/#6405

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Confidential Information Contained Herein

PALM BEACH COUNTY SHERIFF'S OFFICE
CENTRAL RECORDS
FSS EXEMPTIONS/CONFIDENTIAL

- ☐ 119.071(2)(c) Active criminal intelligence/active criminal investigative information
- ☐ 119.071(2)(e) Confession
- ☐ 365.171(15) Identity of 911 caller or person requesting emergency service
- ☐ 119.071(2)(d) Surveillance techniques, procedures, and personnel; inventory of law enforcement resources, policies or plans pertaining to mobilization, deployment or tactical operations
- ☐ 119.071(2)(l) Assets of crime victim
- ☐ 119.071(5)(a)(5) Social security numbers held by agency
- ☐ 119.071(5)(b) Bank account #, debit, charge and credit card numbers held by an agency
- ☑ 395.3025(7)(a) and/or 456.057(7)(a) Medical information
- ☐ 943.053/943.0525 NCIC/FCIC/FBI and in-state FDLE/DOC
- ☐ 119.07(4)(d) Extra fee if request is voluminous or requires extensive personnel, technology
- ☐ 119.071(5)(g)1 Biometric Identification Information (Fingerprints, palm prints, and footprints)
- ☐ 119.071(2)(f) Confidential Informants
- ☐ 316.066(5)(a) Crash reports are confidential for period of 60 days after the report is filed
- ☐ 119.071(2)(h)(1) Identity of victim of sexual battery, lewd and lascivious offense upon a person less than 16 years old, child abuse, sexual offense
- ☐ 985.04(1) Juvenile offender records
- ☐ 119.0712(2) Personal information contained in a motor vehicle record
- ☐ 119.071(2)(b) Criminal intelligence/investigative information from a non-Florida criminal justice agency
- ☐ 394.4615(7) Mental health information
- ☐ 119.071(4)(c) Undercover personnel
- ☐ 119.071(4)(d)(1) Home address, telephone, soc. security #, photos of active/former LE personnel, spouses and children

☐ Other:

Case No:12-121312	Tracking No.: n/a	Clerk Name/ID: Hall/9205	Date: 1/31/2013

Revised 03/04/2011

01/31/2013 12:05 5616283183 CENTRALRECORDS #2517 P.001/004

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 12121312 O F F E N S E R E P O R T CASE NO. 12121312
DISPOSITION: ZULU
DIVISION: ROAD PATROL

POLICE SERVICE CALL
SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 09/13/12 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 8826 NAME: HAUGH VINCENT ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..
NAME LIST:
ROLE:
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 12344 MELROSE WY BOCA RATON FL 33428 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 000-0000
OTHER ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 886-7627
BUSINESS PHONE: 561 000-0000
OTHER RACHEL WALKER DOB: 03/05/1984
SEX: F RACE: W HT: 508 WT: 130 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 99 SE MIZNER BD BOCA RATON FL 33434 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER MARITZ UCCIO DOB: 04/23/1966
SEX: F RACE: W HT: 502 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LYONS HEAD LA BOCA RATON FL 33496 HOME PHONE:561 305-2999
BUSINESS PHONE: 561 000-0000
OTHER LISA FRIEDSTEIN DOB: 03/15/1967
SEX: F RACE: W HT: 501 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 2142 CHURCHILL LA HIGHLAND IL 60035 HOME PHONE:847 877-4633
BUSINESS PHONE: 561 000-0000
..

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

ON 9/13/12 AT 1211 HOURS, I RESPONDED TO 7020 LYONS HEAD LANE, UNINCORPORATED BOCA RATON, FL., AND MET WITH TED BERNSTEIN AND HIS SISTER AND BROTHER, LISA FRIEDSTEIN AND ELLIOT BERNSTEIN, IN REFERENCE TO A POLICE ASSIST. TED ADVISED HIS FATHER, SIMON BERNSTEIN WAS TAKEN TO DELRAY COMMUNITY HOSPITAL AT 1000 HOURS ON 9/12/12 AND PASSED AWAY AT 0100 HOURS ON 9/13/12. HE EXPLAINED WHILE AT THE HOSPITAL HE WAS ADVISED BY SIMON'S CARETAKER, RACHEL WALKER THAT SIMON'S LIVE-IN GIRLFRIEND, MARITZA PUCCIO MIGHT HAVE PROVIDED SIMON WITH A LARGER THEN PRESCRIBED DOSE OF HIS [redacted] MEDICATION AS WELL AS ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS, WHICH COULD OF CAUSED HIS DEATH. HE SAID HE VOICED HIS CONCERNS TO THE DOCTORS AT DELRAY COMMUNITY HOSPITAL BUT THEY ADVISED THERE DID NOT APPEAR TO BE ANY SUSPICIOUS CIRCUMSTANCES SURROUNDING SIMON'S DEATH AND THEY WOULD NOT BE CONDUCTING AN AUTOSPY. TED CONTACTED BOTH A PRIVATE COMPANY AND THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE REGARDING HAVING AN AUTOSPY CONDUCTED. BOTH ADVISED HE SHOULD CONTACT THE PALM BEACH COUNTY SHERIFF'S OFFICE.

AFTER SPEAKING WITH TED, I SPOKE WITH RACHEL. RACHEL STARTED BY TELLING ME THAT SIMON SUFFERED FROM SEVERAL AILMENTS TO INCLUDE, [redacted] AND HE HAD [redacted] APPROXIMATELY 2 YEARS AGO, WHICH WAS ONE OF SEVERAL [redacted]. SIMON WAS RECENTLY PLACED ON [redacted] FOR THE [redacted], WHICH SHE SAID EFFECTED HIS MENTAL FACULTIES. RACHEL ADVISED WHEN SHE ARRIVED AT SIMON'S HOUSE AT 0830 HOURS ON 9/12/12, SHE FOUND SIMON LYING ON THE COUCH IN THE LIVING ROOM. HE WAS AWAKE AND BREATHING BUT HE HAD A VERY LOW HEART BEAT AND WAS UNAWARE OF HIS SURROUNDINGS. RACHEL SAID SHORTLY AFTER HER ARRIVAL MARITZA RETURNED HOME. THEY HAD A BRIEF ARGUMENT OVER WHETHER OR NOT THEY SHOULD BRING SIMON TO THE HOSPITAL AS RACHEL SAYS MARITZA DID NOT BELIEVE HE NEEDED TO GO TO THE HOSPITAL AT THIS TIME. RACHEL SAID THAT SHE FINALLY TOLD MARITZA THAT SHE WAS GOING TO TAKE HIM TO THE HOSPITAL BY HERSELF. SHE SAID SHE LEFT THE HOUSE APPROXIMATELY 1000 HOURS FOR THE HOSPITAL. RACHEL WENT ONTO TELL ME THAT MARITZA PROVIDED SIMON WITH ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS ON THE NIGHT OF 9/8/12. SHE ALSO SAID SIMON WAS PRESCRIBED 100 [redacted] PILLS ON 9/7/12 AND SHE BELIEVE THAT MARITZA WAS PROVIDING SIMON WITH LARGER THEN PRESCRIBED DOSES OF [redacted]. RACHEL TOLD ME SHE BELIEVED THERE WERE ONLY 30 PILLS LEFT IN THE BOTTLE AT THE TIME OF SIMON'S DEATH. I LATER COUNTED THE BOTTLE OF [redacted]. THERE WERE 90.5 PILLS IN THE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

BOTTLE SHOWING THAT SIMON DID NOT TAKE MORE THAN PRESCRIBED.
IT SHOULD ALSO BE NOTED THAT I SPOKE WITH ELLIOT, WHO SAID HE WAS AT DINNER WITH SIMON AND MARITZA ON 9/8/12 AND OBSERVED HIS FATHER TELL MARITZA THAT HE WANTED ONE OF HER [redacted] SLEEPING PILLS BECAUSE HE COULD NOT SLEEP. ELLIOT SAID THEY HAD A BRIEF ARGUMENT OVER THIS AS MARITZA REFUSED TO ALLOW SIMON TO TAKE ONE OF HER PILLS INITIALLY. AT THIS TIME SGT. CASTELLI ARIVED ON SCENE AND WAS ADVISED OF THE CASE.
HE MADE CONTACT WITH VCD AND THE MEDICAL EXAMINER'S OFFICE. HE WAS ADVISED TO HAVE ME CONTACT DELRAY COMMUNITY HOSPITAL TO PUT A HOLD ON SIMON'S BODY FOR [redacted] FROM THE MEDICAL EXAMINER'S OFFICE WHO WOULD CHECK ON THE SITUATION THE NEXT DAY. I WAS ALSO ADVISED TO EMAIL A COPY OF THE REPORT TO [redacted] WITH THE MEDICAL EXAMINER'S OFFICE. DELRAY COMMUNITY HOSPITAL WAS CONTACTED AND A HOLD WAS PLACED ON SIMON'S BODY AND [redacted] WAS EMAILED.
THIS REPORT IS FOR INFORMATION PURPOSES.
D/S HAUGH #8826
TRANS: 9/14/12 DG#4495
DICT: 9/13/12 @ 1700 HRS.

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

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,
JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,
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PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

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PALM BEACH COUNTY

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IN AND FOR PALM BEACH COUNTY, FLORIDA

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PROFESSIONALLY
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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
JOHN AND JANE DOE'S (1-5000)
_____/

MOTION TO ADD RESPONDENTS

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley"), PRO SE, and hereby files this his Motion to Add Respondents dated December 31, 2013 and in support thereof states, as follows:

That Petitioner requests to add the following Respondents under Florida Statutes 736.0201 and any other applicable statutes;

1. That Petitioner requests this court to add as Respondent the "Shirley Bernstein Trust Agreement" dated May 20, 2008.

2. That Petitioner requests this court to add as Respondent Theodore Stuart

Bernstein, as alleged Successor Trustee of the "Shirley Bernstein Trust Agreement" dated May 20, 2008.

3. That Petitioner requests this court to add as Respondent Robert Spallina, Donald Tescher and their law firm Tescher & Spallina, P.A. as counsel to Simon Bernstein in his capacity as trustee of the "Shirley Bernstein Trust Agreement" dated May 20, 2008.

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

X

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, December 31, 2013.

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

X

SERVICE LIST

Respondents sent US Mail and Email

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

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

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

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

Interested Parties and Trustees for Beneficiaries

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
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
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MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

ORDER ON STATUS CONFERENCE

THIS CAUSE came before the Court on January 2, 2014, on the Status Conference set pursuant to the instructions of the Court and the Court having reviewed the file and heard the argument(s) of the interested persons or their counsel and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Motion to Transfer the Estate of Simon Bernstein currently pending before Judge French to Judge Colin is granted.
2. The Estate of Simon Bernstein shall retain

It's separate Case number and the Estate of Shirley Bernstein shall retain it's separate Case number.

3. All future pleadings or papers in both Estates shall be filed in Judge Colin's Division who shall have exclusive jurisdiction over both Estates from the date of this Order.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 2 day of January, 2014.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Peter Feaman, Esq.
Eliot Ivan Bernstein
All Interested Persons

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

IN RE. THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

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CARLY FRIEDSTEIN – LISA MINOR CHILD
JOHN AND JANE DOE'S (1-5000)
_____/

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

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley") as Guardian

and Trustee, PRO SE[1]. and hereby files this his 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 dated January 02, 2014 and in support thereof states. on information and belief, as follows:

BACKGROUND

1. That first off, Judge Martin Colin may not be able to review these Motions herein, including requests for Emergency Hearings to be scheduled immediately. as possible

[1] 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 rule which holds that all pleadings shall be construed to do substantial justice.

Disqualification of Judge Colin is asserted in Motion for valid legal reasons under law and it would appear improper under law for a Judge to adjudicate his own Disqualification Motion. As Emergency Hearings due to life threatening situations thrust upon Petitioner by Fiduciaries and Counsel in these matters, who have been proven to have committed criminal acts in and upon this Court and the Beneficiaries as fully defined herein and in prior unheard Motions and Petitions filed by Petitioner since May 2013 and largely unheard by this Court, ruling on these Motions herein must be had be NON CONFLICTED justices of the Court who are not involved in the nexus of events defined herein. That Petitioner is requesting this Court take Judicial Notice of the criminal acts proven of Officers of the Court and others and make on its own Motion an EMERGENCY HEARING FOR EMERGENCY RELIEF to Petitioner and his three minor children, which would have to be heard in a timely fashion as Emergencies.

2. That Petitioner prudently filed all of the following Motions and Petitions in the Estates of Shirley and Simon timely since May 2013 that remain largely unheard in particular to each Motion within the pleadings and languishing before the courts of Judge French and Your Honor and that have not been responded to by several of the Respondents since May 2013 and may impart their default as well;

PRIOR MOTIONS AND PETITIONS FILED BY PETITIONER

i. That on May 6, 2013 Petitioner filed an **"EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE."** Filed in both estates.

- www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
- www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Southern District of New York, Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.

ii. That on May 29, 2013, Petitioner filed a **"RENEWED EMERGENCY PETITION" in the estates of Shirley and Simon.**

- www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

iii. That on June 26, 2013, Docket #39 Petitioner filed in both estates a **"MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER."**

- www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

iv. That on July 15, 2013, Petitioner filed a **"MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS" in both estates.**

- www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

v. That on July 24, 2013, Petitioner filed a **"MOTION TO REMOVE PERSONAL REPRESENTATIVES"** for insurance fraud and more in both estates.

- www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

vi. That on August 28, 2013, Petitioner filed a **"NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS"** in both estates.

- www.iviewit.tv/20130828MotionFamilyAllowanceSHIRLEY.pdf

vii. 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."** Hereby incorporated by reference in entirety herein.

- www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDueToAdmittedNotaryFraud.pdf .

viii. That on September 21, 2013 Petitioner filed in the IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION, Case No.. 13-cv-03643, an Answer and Cross Claim titled **"ELIOT IVAN BERNSTEIN ("ELIOT") (1) ANSWER TO JACKSON NATIONAL LIFE INSURANCE COMPANY ("JACKSON") ANSWER AND COUNTER-CLAIM AND THIRD-PARTY COMPLAINT FOR INTERPLEADER AND (2) CROSS CLAIM."**

- www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf

ix. That on October 10, 2013 Petitioner filed in Shirley's estate case Motions titled,

(I) MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT

(II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD

(III) MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION

(IV) MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES

(V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

(VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE

(VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND

(VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE

- www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf

x. That on October 10, 2013 Petitioner filed in Simon's estate, a **"PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY."**

- www.iviewit.tv/20131010PETITIONDETERMINERELEASETITLEOFEXEMPTPROPERTYJOSHUAKIA.pdf

xi. That on December 08, 2013 Petitioner filed in the IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION, Case No.. 13-cv-03643, a motion titled, **"(1) MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL."**

- www.iviewit.tv/20131208MotionStrikePleadingAdamSimonForFraudOnCourt.pdf

xii. That on December 10, 2013 Petitioner filed in the estate of Shirley, an Objection titled **"BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO SUCCESSOR PERSONAL REPRESENTATIVE' S OBJECTIONS TO FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED BY ELIOT BERNSTEIN"**

- www.iviewit.tv/20131210PetitionerObjectionToObjectionsToDiscovery.pdf

xiii. That on December 10, 2013 Petitioner filed in the estate of Shirley, a **"MOTION TO TAX ATTORNEY' S FEES AND COSTS AND IMPOSE SANCTIONS."**

- www.iviewit.tv/20131210TaxAttorneyFees.pdf

xiv. That on December 17, 2013 Petitioner filed in the estate of Simon, a "OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY"

- www.iviewit.tv/20131217ObjectionToMotionReKIAFrench.pdf

3. That the following Motions and Petitions were filed by Petitioner in the courts that remain unheard other than limited items by this Court, including Motions for all of the following.

i. MOTION TO FREEZE ESTATE ASSETS,
ii. MOTION TO APPOINT NEW PERSONAL REPRESENTATIVES,
iii. MOTION TO INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES,
iv. MOTION TO RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN.
v. MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS,
vi. SECOND MOTION TO REMOVE PERSONAL REPRESENTATIVES,
vii. MOTION FOR INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES,
viii. MOTION FOR FAMILY ALLOWANCE,
ix. MOTION FOR LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES.
x. MOTION FOR REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS,
xi. SECOND 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.

xii. MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS,

xiii. MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY;

xiv. CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE."

xv. MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT

xvi. MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD

xvii. MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION

xviii. MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES

xix. MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

xx. MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE

xxi. MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND

xxii. MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE

xxiii. BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO SUCCESSOR PERSONAL REPRESENTATIVE' S OBJECTIONS TO FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED BY ELIOT BERNSTEIN

xxiv. MOTION TO TAX ATTORNEY'S FEES AND COSTS AND IMPOSE SANCTIONS

xxv. OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY

NOTE: All pleading listed in items (i-xiv) above filed in each of the state and federal courts listed above are hereby incorporated by reference in entirety, including but not limited to inclusion of, ALL motions, petitions, orders, etc. in each case, as they all relate to the same

nexus of events in the Estates of both Simon and Shirley.

4. That in the aforesaid Petitions and Motions, relating to both Simon and Shirley's Estates and Trusts, Petitioner prayed to the courts already in numerous prior pleadings for numerous legally valid reasons to Freeze the Estates of both Simon and Shirley, Remove the Personal Representatives, Trustees and Counsel and Determine the Beneficiaries on various grounds, including but not limited to, alleged and proven now criminal activity evidenced in the Petitions and Motions. Petitioner sought proper and just relief in each and awaits this Court to hear each Motion in particular in the order they were filed.

5. That Petitioner requests this Court consider all the allegations, evidence and reliefs sought in the prior Petitions and Motions filed by Petitioner since May 2013 in particular and now consider each Motion contained in each pleading, in light of the new and damning **ADMITTED AND ACKNOWLEDGED CRIMINAL FELONY ACTS, INCLUDING BUT NOT LIMITED TO, SIX FORGERIES, SIX NOTARY PUBLIC FRAUDS, FRAUD ON THIS COURT AND FRAUD ON THE BENEFICIARIES AND INTERESTED PARTIES COMMITTED BY ATTORNEYS AT LAW ACTING AS OFFICERS OF THIS COURT, FIDUCIARIES OF THE ESTATE AND OTHERS.**

6. That Kimberly Moran ("Moran") was arrested and ADMITTED FORGERY, including a document FORGED and FRAUDULENTLY NOTARIZED POST MORTEM for Simon filed in Shirley's Estate and one FORGED and FRAUDULENTLY NOTARIZED for Petitioner by Moran. Moran was employed at the time of her criminal acts and supervised by Respondent Tescher & Spallina, P.A. and worked directly as legal assistant / notary public to Respondents Spallina and Tescher. The documents were wholly created by Moran with Forged

Signatures and Fraudulent Notarizations. That to focus on Moran's six Waivers that were FORGED AND FRAUDULENTLY NOTARIZED for six separate documents on behalf of six separate people is to miss the forest from the trees, as her crimes are only a fraction of the alleged crimes taking place, using a larger series of alleged Fraudulent and Forged documents in the Estates of Simon and Shirley to attempt to change the Beneficiaries POST MORTEM and Moran's documents are small part of them.

7. That evidence now exists that Moran made perjurious statements and false official statements to investigators that contradict her own story of how and why she committed the crimes. Statements made to two separate state investigatory agencies, the Notary Public Division of Governor Rick Scott and the Palm Beach County Sheriff. That Moran's attorney, David Roth of the law firm of Roth and Duncan made a further conflicting account of the reasons for her crimes to this Court in the Evidentiary Hearing held on October 28, 2013 before Your Honor, as will be discussed in greater depth herein.

8. That Spallina and Tescher and others then used these FORGED and FRAUDULENT documents knowingly and with intent, along with other alleged FORGED and FRAUDULENT documents not done by Moran and filed them as part of the record in official proceedings while acting as Officers of this Court and Judge French's court in Simon's Estate. These documents when put together were then all used to illegally seize Dominion and Control of the Estates and the Fiduciary roles and attempt to change the Beneficiaries of Shirley and Simon's Estates Post Mortem and to begin looting the Estates. The documents done not by Moran are currently under ongoing investigation with authorities.

9. That a Post Mortem Simon achieved all of the following acts in Shirley's estate as if

he were alive from his date of death of September 13, 2012 through January 2013, by positing Court documents ILLEGALLY filed for him as if alive and in the present by Tescher and Spallina in an official proceeding, perpetrating a ongoing and continuing Fraud on the Court and Fraud on the Beneficiaries.

10. That Tescher and Spallina, then concealed from Your Honor's Court that Simon had deceased and Spallina and Tescher failed intentionally to notify the Court that he was dead and elect a successor Trustee and Personal Representative to legally close the Estate and instead continued to file documents illegally to close the estate with Simon who was deceased. They allegedly needed Simon to appear alive when he then tried to change Shirley's beneficiaries once the Estate was closed and again it is important to note that these are separate and distinct criminal acts from those of the ones committed by Moran while employed by Tescher & Spallina, P.A. and instead were directly committed by the Attorneys at Law, Tescher, Spallina and Manceri, all part of an ongoing Pattern and Practice of Fraud on the Court and Fraud on the Beneficiaries. Simon was deceased on September 13, 2012, yet achieved all the following POST MORTEM, as if he were alive and acting as Personal Representative until the Estate was illegally closed in January 2013 by a dead Personal Representative:

OFFICIAL DOCUMENTS FILED WITH THE COURT AND ACTS DONE WHILE SIMON "SERVED" ILLEGALLY AS PERSONAL REPRESENTATIVE WHILE DEAD[2]

[2] That this listing of items was filed in previous pleadings was filed with incorrect information in the list as to who filed the documents and more and this was due to Petitioner only learning of the Fraud on the Court and these documents in the September 13, 2013 hearing when they were exposed by Your Honor. Thus, Petitioner based

i. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed an AFFIDAVIT/STATEMENT RE: CREDITORS, filed by Tescher and Spallina as if Simon were alive and submitting the document as an Affidavit on this date of October 24, 2012. Petitioner alleges that this document is FORGED and FRAUDULENT. This document was alleged signed on April 09, 2012 and not deposited with the Court until October 24, 2012, after his date of death. The document is signed by Spallina as Simon's counsel for a dead Personal Representative Simon, knowing he was dead and that Simon could not serve anything legally. Further, Petitioner alleges Spallina and Tescher failed to notify the Court that Simon was dead and could no longer "serve" as Personal Representative and that this was done with intent and scienter.

ii. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed a PETITION FOR DISCHARGE, filed by Tescher and Spallina as if Simon were alive and submitting the Petition on this date alive and in the present. Where almost all of the alleged statements made by Simon under penalty of perjury in this Petition are false, making it further suspect on the date the document is allegedly signed on April 09, 2012 months prior to positing it with the Court on October 24, 2013 when Simon was already dead. Petitioner alleges this document is Forged and Fraudulent, as there are many problems with the voracity and factual accuracy of the statements made by Simon in the Petition, as virtually every statement made under penalty of perjury on that date of April 09, 2012 when he allegedly signed the document are proven untrue. One instance of these alleged perjurious statements is that Simon allegedly claims in the Petition that he has all the Waivers for the Beneficiaries and Interested Parties, yet his daughter Jill Iantoni ("Iantoni") did not sign and return a Waiver until October 2012 after Simon was dead. How therefore could Simon claim in April 2012 that he had all the Waivers at any time when he was alive, as Iantoni's was never returned while he was alive? At no time while living did Simon have all the Waivers and this document appears wholly Forged and Fraudulent or Simon was committing major perjuries in his sworn, under penalty of perjury, claims in the estate documents of his beloved wife's estate. Spallina and Tescher knew Simon never had all the Waivers while alive as he was desperately concerned that Iantoni had not sent hers back after Simon's death, yet filed this perjurious statement with the Court acting as Simon's counsel when they also knew he was dead.

iii. On 24-0ct-2012, Simon while deceased acted as Personal Representative and allegedly filed a WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE, allegedly filed by

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information off the docket but upon getting and examining the documents it was learned that some of the prior statements were wrong and have been corrected herein after review of the documents and therefore any reference prior to this list should be replaced with this Amended version.

Simon on October 24, 2012 POST MORTEM with the Court acting as Personal Representative while factually dead. It is alleged that this is a FORGED and Fraudulent document created Post Mortem for Simon and was never filed and docketed with Judge Colin's court while Simon was alive, as this document filed Post Mortem was rejected as it lacked a NOTARIZATION per this Court's rules.

iv. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed a NON-TAX CERT /RECEIPT/AFFIDAVIT of No Florida Estate Tax Due filed by Tescher and Spallina as if Simon were alive and acting as Personal Representative while deceased. Again, this document is posited with the Court by Simon acting as Personal Representative on Oct 24, 2012 POST MORTEM. That this may in fact be evidence of Tax fraud if the document is found to be further fraudulent.

v. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed a PROBATE CHECKLIST and allegedly this Closing Document is Dated Feb 15, 2012 but not filed until October 24, 2012 when again Simon is still dead. The document is filed by Spallina and docketed with Simon listed as Personal Representative on the date the document was filed with the Court on October 24, 2012 when Simon was dead, yet filed as if Simon were alive and acting as Personal Representative. This PROBATE CHECKLIST closing document is dated February 15, 2012 almost a year before the closing of the Estate on January 03, 2013, yet it is not docketed by the Court until October 24, 2012 and signed by what appears to be Spallina's signature, but in an unidentified capacity with no name or title under the signature. Further, this Checklist done in February 2012, filed on October 24, 2013 and used to close the Estate almost a year later in January 2013 is void as it is not a properly completed Checklist at the time it was filed on October 24, 2012 as required by Probate Rules and Statutes. The Checklist is wholly missing docketed items filed from October 24, 2013 forward and therefore the Petition to Discharge filed October 24, 2013 shall not be reviewed by the Court according to Florida Probate Rules and Statutes as it was an intentionally an incomplete Checklist, which purposely hid the Waiver documents filed and other Fraudulently filed documents from this Court and the Beneficiaries and should have been on the closing Checklist. Further, Spallina knowing no successors PR's were elected to the Estate and Letters were not issued to a successor personal representative, due to Spallina and Tescher's Fraud on the Court. Therefore their acts done as counsel in this document were done for a dead PR Simon and Spallina listed Simon as PR on this Checklist he filed with the Court on October 24, 2012, while failing to notify the Court his client was dead on this date and therefore could not be the Personal Representative.

vi. On 19-Nov-2012, Simon while deceased acted as Personal Representative and filed an alleged replacement and BRAND NEW SIGNED AND NOTARIZED, WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF

SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE. **PROBLEM IS THAT IT WAS SIGNED FOR HIM THROUGH NOW PROVEN FORGERY AND THEN FRAUDULENTLY NOTARIZED FOR HIM AND ALL DONE POST MORTEM AND ON A WHOLLY CREATED FROM WHOLE CLOTH DOCUMENT DONE BY MORAN**. That this was a NEW Waiver filed again by Simon acting as Personal Representative while dead to replace the Waiver that was filed with the Court on October 24, 2012 when he was dead and was rejected on November 06, 2012 by the Court. This New and Improved Waiver was then amazingly notarized in November 2013 for Simon while he was still dead, yet the Notary Moran pre dated her Notary Statement to April 09, 2012 on a document dated April 09, 2012, even though it was alleged signed and notarized sometime in November 2012 after the Court sent it back demanding a new notarized Waiver from the deceased Simon and others. This new Waiver was Forged for and Fraudulent Notarized for a dead man and it uses dates in the past as if in the present and was filed with the Court a second time for Simon illegally for him while acting as Personal Representative while dead. Simon filed five other WHOLLY FORGED AND FRAUDULENTLY NOTARIZED WAIVERS for his five children on this date while dead, ALL FORGED and FRAUDULENTLY NOTARIZED from scratch by Moran and filed by Tescher and Spallina for Simon acting as Personal Representative as if he were alive, now in November 2012 two months Post Mortem and still Spallina and Tescher never notify the Court Simon is dead and legally elect a Successor Personal Representative to replace him and close the Estate legally.

vii. On 03-Jan-2013, Judge Colin signed an ORDER OF DISCHARGE that in part states, "On the Petition for Discharge [Petitioner showed above in (iv) to be invalid for lack of a proper Probate Checklist and showed it would have contained absolute fraudulent and perjured statements of Simon as shown in (ii) above] of Simon Bernstein as personal representative [meaning according to Judge Colin in the September 13, 2013 hearing Simon in the present as alive on the date Judge Colin is signing the Order on January 03, 2013, where Simon still was deceased] of the Estate of Shirley Bernstein, deceased." That the Order of Discharge's date is also scratched out on the document and changed from January 3, 2012 to January 3, 2013 and the handwritten change to the date has no marking or initials of who altered the document, which will need to be clarified through deposition of all those involved in this documents preparation, filing with the Court and signor, including but not limited to Judge Colin who signed the document.

viii. On 03-Jan-2013, Judge Martin Colin signed a FINAL DISPOSITION SHEET in part based on FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS to close

the estate of Shirley, in part on a Checklist that was not proper, in part on a Petition for Discharge that fails and more.

11. That these documents are alleged part of a larger series of fraudulent documents than those Forged and Fraudulently Notarized by Moran taken alone and were used to facilitate and work with together with these other documents and now Moran has been arrested we can move on to the other multitudes of alleged criminal acts committed by others, including but not limited to, further alleged Document Forgeries and Fraud, Insurance Fraud, Creditor Fraud, Theft of Assets of the Estates, Real Estate Fraud, Fraud on the Probate Court, Fraud on a Federal Court, Identity Theft of a Decedent, Mail and Wire Fraud and Violations and Breaches by the Fiduciaries and Counsel acting in the Estates of Simon and Shirley of virtually all of their legally required duties to the Beneficiaries and Interested Parties, all in violation of multitudes of Probate Rules and Statutes, Attorney Conduct Codes and State and Federal Law. These alleged crimes were committed by others, not just by Moran but instead mainly by Theodore and his close personal friends and business associates, Spallina and Tescher et al., the acting alleged fiduciaries and counsel of the Estates to this point.

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.

13. That with evidence of PROVEN FELONY ACTS against Beneficiaries, perjury and false official statements made by Moran in official proceedings and Spallina, Manceri and Theodore all making false statements in the September 13, 2013 Hearing before Your Honor, as fully described and identified in prior pleadings unheard at this time, Petitioner now requests that ALL documents in the Estates and Trusts of both Shirley and Simon now be seized by the Court and Petitioner allowed to examine them for further evidence of FRAUD and FORGERY. In an Order, Your Honor stated you would not be considering further review of documents filed by Simon while alive and "serving" legally as Personal Representative but now even these documents are called into question based on new evidence of further criminal acts alleged and evidenced further herein that make those documents appear Fraudulent as well. Your Honor had thought these were done without a problem but this will be proven questionable herein. Those documents Your Honor doesn't exculpate from further review in the Order are those filed for Simon POST MORTEM as Personal Representative by Spallina while he was dead and Simon could not have legally "served" them on this Court and these are still needing to be investigated fully, prosecuted and then adjudicated by this Court. From all of these egregious acts of bad faith and now forever unclean hands of these Personal Representatives and Counsel involved thus far, who CANNOT EVER AGAIN be trusted by

this Court and the Beneficiaries and therefore all of their work product in both Estates must be forensically examined and removed from the record and viewed as possibly ALL BEING CREATED AS PART OF A BIG FAT FRAUD ON THE COURT AND BENEFICIARIES in efforts to change Beneficiaries and seize illegally the Estates of Simon and Shirley and steal assets and convert them to the improper parties illegally.

14. That Spallina admitted in the September 13, 2013 that he was the Attorney at Law involved in Moran's criminal actions, in using six FORGED and FRAUDULENTLY NOTARIZED WAIVERS allegedly signed by Simon and others to illegally close the Estate of Shirley and Spallina filed these documents with the Court all Post Mortem for Simon as if he were alive and served them for him without notifying the Court he was deceased from September 13, 2012 to January 03, 2013. This is absolute irrefutable evidence of admitted criminal acts warranting not only Tescher and Spallina's arrest but their immediate disqualification and reporting by this Court to all proper criminal authorities for charges to filed against them for their admitted CRIMINAL ACTS in and upon the Court and Beneficiaries.

15. That Petitioner wonders how Your Honor can allow Spallina, Manceri, Tescher or Theodore to continue to operate in any capacity before this Court after Spallina admitted involvement before the Court in the September 13, 2013 Hearing to the criminal acts of FORGERY AND FRAUDULENT NOTARIZATIONS of his employed legal assistant and notary public, a one Kimberly Moran ("Moran"), who has been arrested by the Palm Beach County Sheriff and her Notary license revoked by Governor Rick Scott of Florida and who was arrested by the Palm Beach County Sheriff. Spallina further admitted to this Court that he, through he and Tescher's law firm, then filed a series of documents executed and deposited by

a dead Personal Representative as if alive. Petitioner claims this fraud was with intent to commit fraud upon the Court and the Beneficiaries, in order to close the Estate of Shirley and then Fraudulently attempt to the change the Beneficiaries of her estate POST MORTEM of both her and Simon. That Theodore has acted knowingly in fraudulent legal capacities and made false statements in official proceedings to this Court, as already pled in prior pleadings of Petitioner.

MOTION TO STRIKE ALL PLEADINGS OF MANCERI AND REMOVE HIM AS COUNSEL

16. That Mark Manceri, Esq. ("Manceri") has not filed as Attorney of Record for any parties other than Tescher and Spallina personally. Manceri filed a Limited Appearance that states "on behalf of Ted Bernstein aka Theodore Bernstein [Petitioner is not sure if Theodore is legally also known as Ted Bernstein], as Successor Personal Representative [alleged Successor Personal Representative as Theodore did not have Letters issued by this Court on the date Manceri filed his pleading on October 22, 2013] of the Estate of Shirley Bernstein with respect to all matters relating to the Motion to Intervene filed by William E. Stansbury."

17. That Manceri filed another Limited Appearance which states "on behalf of Ted Bernstein aka Theodore Bernstein [Petitioner is not sure if Theodore is legally also known as Ted Bernstein], as Successor Personal Representative [alleged Successor Personal Representative as Theodore did not have Letters issued by this Court on the date Manceri filed his pleading on October 25, 2013] of the Estate of Shirley Bernstein with respect to the Hearing to be held on October 28, 2013 at 4:00 p.m."

18. That the present Notice of Hearing filed by Manceri is a bit tricky to unravel as to his misrepresentations as the Motion/Matter listed is for a status hearing on a "Motion to Transfer and Consolidate" and where the Motion to Transfer and Consolidate sent to the Court with the Notice of Hearing is a Motion to Transfer and Consolidate filed in Judge French's court.

19. That the Motion to Transfer and Consolidate by Manceri in Judge French's court was filed by Manceri acting as alleged counsel for Co-Personal Representatives Spallina and Tescher, whom Manceri is not Attorney of Record for in that case at the time he filed the Motion on December 12, 2013 or even as of today January 02, 2014. Robert Spallina is the only Attorney of Record for Co-Personal Representatives Tescher and Spallina, further invalidating the pleading filed by Manceri in Judge French's court and this present Hearing, which is predicated on the hearing for Motion to Transfer and Consolidate that was cancelled in Judge French's court on December 24, 2013, without notice to Petitioner and screwing up his wife and her mother visiting from out of town's Christmas plans instead preparing for the hearing only to show up to a closed courthouse at 8:45am, you've got to hand it to them for wasting more time of Petitioner and his family on Holiday break. The notice that the hearing was cancelled was not sent to Petitioner until the day before the hearing and did not get delivered to him until days after the cancelled hearing.

20. That Manceri filed a Notice of Appearance to represent Spallina and Tescher in their individual capacity **only** in these proceedings on September 11, 2013.

21. That no one appears to be representing Tescher and Spallina as Respondents in their professional capacities at any of the Hearings and they were listed as Respondents both

Personally and Professionally and therefore in their Professional capacity they have defaulted.

22. That Respondent Tescher & Spallina P.A. has similarly not been represented as a Respondent or filed responses to any pleadings filed by Petitioner and therefore appear to have defaulted.

23. That Manceri is now a Respondent in these matters in three capacities (Personally, Professionally and his law firm, Mark R. Manceri, P.A.) all for good and just cause, in part due to the Excellent work of Your Honor in exposing his involvement in perpetrating and attempting to cover up the criminal matters in the September 13, 2013 Hearing, leading to Your Honor's Miranda Warning statement to him and others and where despite Your Honor later stating Manceri may be excluded from Miranda Warnings, it has been learned after the Hearing that in the Hearing Manceri made false statements to this Court as already pled to this Court in prior Motions still largely unheard by this Court.

24. Manceri is now a listed Respondent in both his Personal and Professional capacities and his law firm of Mark R. Manceri, P.A. is also a Respondent and no one has filed a Notice of Appearance or is Attorney of Record representing Manceri Personally, Professionally or his law firm.

25. That Petitioner is unclear which capacities is he moving the Court under at hearings and in pleadings and if he is acting as counsel for himself Personally or Professionally and is he also representing his law firm or is he moving the court as counsel for Spallina and Tescher in their personal capacities or for Theodore individually or as alleged Personal Representative and Successor Trustee?

26. That other Respondents have also failed to appear or to respond to Pleadings of

Petitioner timely since May 2013 and therefore anyone who has failed to appear in person for hearings or respond to Petitions and Motions filed, either Pro Se or through counsel appear to have defaulted.

27. That Manceri should also be removed from acting before this Court in any capacity until Petitioner's prior Motions and Petitions filed in this Court since May 2013 are heard in the order they were filed and in particular to each Motion, as some of them include allegations directly against Manceri for his alleged role in perpetrating a massive FRAUD ON THE COURT and for making false statements to the Court in a Hearing on September 13, 2013 before this Court regarding the FORGED and FRAUDULENT DOCUMENTS of Moran and the Fraud on the Court in the closing of the Estate of Shirley committed by his clients Tescher and Spallina.

28. That in the September 13, 2013 Hearing before this Court, Your Honor warned Manceri, Theodore, Spallina and Tescher that Your Honor had enough evidence of their Fraud on the Court and Beneficiaries at that moment that warranted reading them their Miranda Warnings, after learning that Simon had served as Personal Representative and Trustee for four months after he was deceased and closed Shirley's Estate while dead via an admitted to Fraud on the Court to close the Estate of Shirley. All in efforts to then change the Beneficiaries of Shirley's Estate through a series of alleged Fraudulent Documents that Petitioner claims are all FORGED and FRAUDULENT and legally deficient, including an alleged 2012 Will of Simon and an alleged 2012 Amended & Restated Trust of Simon, allegedly executed SIX weeks before Simon's death with Moran and Spallina executing these Wills and Trust documents as witness. That Simon's documents then were used to try and change Shirley's Beneficiaries of

her Estate and Trusts and his own and these documents are all filed POST MORTEM FOR SIMON AND SHIRLEY and all suffer legal defects as already pled in Prior Motions of Petitioner largely unheard at this time in both courts.

29. That Spallina and Manceri in the September 13, 2013 Hearing did not inform Your Honor that Moran had committed FORGERY of SIX PEOPLE on SIX separate documents she wholly created from scratch and then affixed a Notary Public stamp on the documents she FORGED and instead continued the Fraud on the Court by continuing to attempt to Cover Up for her and their crimes in and upon this Court and the Beneficiaries and claimed in the Hearing that the documents were not forged and that she merely applied her Notary Stamp to the documents returned by the Court for Notarization and the signatures were not FORGED but signed by the parties listed, **the same story Moran made in a sworn statement to the Governor's inquiry but which she** later wholly contradicted to the Palm Beach Sheriff's Office where she claimed to investigators, "**MORAN STATED THAT AT THIS TIME, SHE TOOK IT UPON HERSELF TO TRACE** [aka FORGE] **EACH SIGNATURE OF THE SIX MEMBERS OF THE BERNSTEIN FAMILY** [including one for SIMON POST MORTEM] **ONTO ANOTHER COPY** [wholly new document] **OF THE ORIGINAL WAIVER DOCUMENT. SHE THEN NOTARIZED THEM AND RESUBMITTED THEM TO THE COURT. WHEN I INTERVIEWED HER ON 9/24/13 SHE STATED SHE DID NOT REALLY HAVE A REASON SHE *FORGED* [EMPHASIS ADDED] THE SIGNATURES, OTHER THAN TO MAYBE SAVE TIME.**[3]"

[3] Palm Peach County Sheriff's Report Case No. 13097087 completed by Detective Ryan Miller.

30. That Moran has not been charged with Forgery at this time despite her admission and the fact that it wholly voids documents in the Estate and her current charges may not reflect her actual crimes as the current charges reflect her affixing a fraudulent notarization to documents that were signed by the people without their notice and used in official proceedings when in fact the documents were wholly Forged by Moran and then she affixed a Fraudulent Motarization on documents she wholly created and were not signed at all by the parties and were made wholly by Moran and not others. These matters of false official statements and perjury are being taken up currently with the State Attorney handling the Moran case and the Palm Beach County Sheriff to make sure we get it right on her charges.

31. That Moran in her statement above to Sheriff Investigator, Detective Ryan Miller, perjures her sworn statement to the Governor's Inquiry further when she makes contradictory statements as to her reason for committing the crimes to both agencies. First telling the Governor's office in a sworn statement she did it because she was acting to save a grieving family from stress over a month after Simon died and while she was under the influence of birth control drugs that made her do it. Then later to the Sheriff, she said she did it to save time. Finally, to this Court in the Evidentiary Hearing before Your Honor on October 28, 2013, by and through her attorney David Roth of Roth & Duncan law firm, claimed in efforts to attempt to soften the damages to Spallina and Tescher that she did it due to fear of retribution from her employer Tescher & Spallina, P.A., supposedly acting on her own without their supervision or knowledge and Roth should be investigated for these contradictory statements to the Court on behalf of his client Moran. These contradictory statements in three official proceedings is alleged to be perjury and false official statements and more and demands

the answer to WHY she would do these crimes supposedly acting alone and then lie about it to three separate formal inquiries. Nothing Moran said or did can be trusted any longer and any documents she is involved with must be investigated forensically for further evidence of Fraud. Further, charges of Perjury and making False Official Statements in Official Proceeding should be added to her charges before he sentencing as well and well where there is smoke...

32. That worse yet, is Manceri and Spallina in the September 13, 2013 Hearing put forth the statements that the Waivers were not Forged and just improperly notarized and never stated to the Court the truth that the documents were FORGED, even when Your Honor questioned them on that directly in the Hearing further perpetrating and continuing the ongoing Fraud on the Court and Beneficiaries in an Cover Up attempt.

33. For more information on the mass of false statements made to this Court in the hearing see Petitions and Motions Filed by Petitioner above, (ix) section (II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD for a more detailed account of the false statements of Manceri, Spallina and Theodore.

34. That Spallina also falsely claimed to this Court that he learned of Moran's crimes when she was contacted by the Florida Governor Rick Scott's Notary division she was being investigated by and this too is a big fat False Official Statement made by an Officer of the Court in an Official Proceeding before this Court. Spallina knew Moran Forged and Fraudulently Notarized the documents in May 2013 long before Moran was contacted by authorities, when he was served Petitioner's May 2013 Petition and he failed to take any actions to notify the Court or authorities at that time, in violation of Probate Rules and Statutes

and Law.

35. That Your Honor warned Spallina, Manceri, Theodore and Tescher twice of Miranda Warnings and Your Honor on the second warning stated that Manceri "personally" might not be included in the reading of Miranda's but did not exclude Theodore, Tescher and Spallina from the second threat in any capacity or Manceri in his professional capacity.

36. Petitioner alleges that Manceri is directly involved in the nexus of criminal events occurring in the Estates of Shirley and Simon and also involved in a creditor lawsuit in Simon's Estate of a one, William Stansbury ("Stansbury"), where criminal acts and civil torts have been alleged against Theodore by Stansbury.

37. That Manceri is representing several parties in that Creditor lawsuit caused mainly by the actions of Theodore, including a company, Bernstein Family Realty LLC ("BFR") that is wholly owned by Petitioner's three minor children, a company that has been hijacked recently right before the September 13, 2013 Hearing by Manceri, Spallina and Theodore, in efforts to takeover illegally the entity and cause intentional harm on Petitioner and his three minor children in efforts to stop Petitioner having them further prosecuted and their other crimes exposed, as will be further defined herein. Information regarding the hijacking of BFR and other companies of Petitioner's family can be found @ http://www.iviewit.tv/20131229EIBResponseToTedBernsteinandDonaldTescherReEmergency Distributions.pdf , hereby fully included by reference herein. Initial information about these Extortionary tactics against Petitioner by those with ABSOLUTE IRREFUTABLE ADVERSE INTERESTS against him now were evidenced already herein in a filing with this Court listed in the Motions & Petitions Section above as Roman Numeral (ix) section (IV) MOTION TO

COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION.

38. That since Manceri now has been warned by Your Honor that Miranda's may be issued for him, his clients Tescher and Spallina and Theodore, for their illegal misconduct, they all now have ABSOLUTE IRREFUTABLE ADVERSE INTERESTS with Petitioner, who is trying to have them all further prosecuted for their role in the alleged crimes defined herein and pled in prior Petitions and Motions to this Court and who has filed criminal complaints with state and federal, civil and criminal, authorities against them all in a variety of ongoing actions.

39. For these reasons, all of Manceri's filings should be stricken from the Record and Manceri should be sanctioned for these violations of procedure by filing inappropriate pleadings aware that he has Adverse Interests with Petitioner and his family, Conflicts of Interest that preclude his myriad of representations and for his part in continuing and further an ongoing Fraud on this Court and Fraud on the Beneficiaries.

40. That suddenly, after an arrest is made and Manceri, Spallina, Tescher and Theodore are warned they may be the next ones apprehended when Your Honor had enough Prima Facie evidence of Fraud on the Court and Beneficiaries to read them their Miranda's twice, a bold new attempt has begun to Harass, Slander, Extort and Defame Petitioner as their only defense.

41. That another improperly filed pleading by Manceri filed recently as a "First Request to Produce Directed to Eliot Ivan Bernstein" and requesting Production of boatloads of

documents of Petitioner and other information and should also be stricken as mere Harassment of the victim of their crimes, Petitioner. This Production request is in efforts to now cast a spell on Petitioner as if he were the one who filed FORGED and FRAUDULENT DOCUMENTS on the Court and Beneficiaries and not them. This pleading filed when Manceri was already aware of his Adverse Interests created when he became a Respondent in the proceedings and therefore knew he needed to withdraw as Counsel for any parties and immediately instead retain counsel for himself. Three, separate and distinct non-conflicted Attorneys at Law, to represent him for each capacity he is a Respondent and one separate and distinct Non Conflicted Attorney at Law to represent his law firm. Where even knowing today of his Adverse Interests and Conflict that preclude his further actions as counsel to any parties he still has not withdrawn as counsel and continues to act in violation of Attorney Conduct Codes and Law.

42. That if this Court decides to allow further improper pleadings from the Attorneys at Law involved in criminal acts, including Fraud Upon the Court and Beneficiaries while acting as Officers of the Court, including FILING FELONY FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS by counsel that are Court Appointed that now have absolute irrefutable Adverse Interests with Petitioner for his efforts to bring them to justice and Your Honor continues for some reason to ignore all this and continues to rule on these improperly filed pleadings and representations and allow them to pervert the record further with their attempt to pepper the record with false statements and more, then Petitioner asks that their pleadings only be heard in the order they were filed and after all of Petitioner's prior Motions and Petitions that remain almost entirely UNHEARD since May 2013 are heard first in the order they were filed and each Motion in Particular adjudicated on first before the

next is heard and then we can get on to Manceri's improper pleadings.

43. That Petitioner believes this Court after hearing each of Petitioner's pleadings in particular to each Motion filed since May 2013 and largely unheard by this Court will show the Personal Representatives, Trustees and Counsel have violated virtually all of the legal and fiduciary requirements owed to the Beneficiaries and Interested Parties under Probate Rules and Statutes since day one of administering the Estates and that all those parties involved as Fiduciaries and Counsel that have acted thus far in the Estates of Shirley and Simon will be removed, sanctioned and imprisoned for their criminal acts and Manceri's inappropriate pleadings will languish in the garbage other than as evidence of their continued and ongoing Fraud on the Court and the Beneficiaries.

44. That from May 2013 forward when Spallina, Tescher, Manceri and Theodore were served Petitioner's first Petition to this Court, showing Irrefutable and Absolute evidence of FORGERY and FRAUDULENT NOTARIZATIONS in documents that were admitted to the record by Spallina and Tescher and approved by this Court up until the time of the September 13, 2013 Hearing before this Court regarding the FORGERIES and FRAUDS committed in and upon the Court by Officers of the Court, not one of them having this knowledge of criminal acts, neither Counsel and the alleged Fiduciaries to the Estates and Trusts of Shirley and Simon came forth to the Courts or criminal authorities to notify them of their knowledge that they closed the Estate of Shirley illegally, with illegally posited documents filed by a dead man, including but not limited to, six forgeries on six separate documents for six separate people, including a document Forged and Fraudulently notarized for Theodore and one forged for his deceased father POST MORTEM, violating their alleged

Fiduciary Duties, Attorney Conduct Codes and Law, which would have required immediate reporting by them as Fiduciaries and Counsel of the criminal activities they were aware of to the Court and Authorities. Especially when they were DIRECTLY involved in the criminal activities and thus had prior knowledge well before Petitioner served them the Petition in May 2013 with the FORGED and FRAUDULENT documents attached. But did you really expect that they could turn themselves in and do the right thing under law to prosecute and jail themselves?

45. That in fact, none of them came forth until authorities came knocking on their doors. Even after authorities contracted them they did not notify the Court prior to the September 13, 2013 Hearing that they had knowledge of criminal acts they were all directly involved in and were committed in and upon the Court and Beneficiaries. Instead of coming clean to Your Honor at the Hearing they attempted to further conceal this information from the Court and continued the ongoing Fraud on the Court in hopes nobody would catch on and in the interim they could force Petitioner to Play or Pay with Extortionary tactics before he could fully expose them and have them prosecuted and tried before Your Honor and state and federal investigators could figure all this out. These Extortionary acts continue today and have been exacerbated since Your Honor has warned them that the end may soon be near by issuing them Miranda Warnings and almost reading them their rights, and they have therefore stepped up efforts to Harm, Harass, Slander and Extort Petitioner and cause grave and serious emotional and physical dangers and intentional financial harms on him, his wife Candice Bernstein ("Candice") and their three minor children all to try and stop Petitioner before he can have them prosecuted and jailed.

46. That instead of withdrawing from all fiduciary roles and acting as counsel any longer as required by Probate Rules and Statutes and Law, and confessing to their crimes honestly to the Courts and Authorities and APOLOGIZING TO THEIR VICTIMS, once they were notified of the crimes in May 2013, they instead concealed the information from the Courts, Authorities and Beneficiaries and hurried to commit a series of alleged Frauds on the Beneficiaries and Interested Parties to convert assets of the Estates ILLEGALLY to the wrong Beneficiaries through a series of further alleged criminal acts. The criminal acts alleged all involve Theodore and Pamela trying to convert assets in a variety of schemes, aided by Theodore's close personal friends and business associates Tescher and Spallina, in efforts of thwarting the last wishes and desires of Simon and Shirley that wholly exclude Theodore and Pamela and their lineal descendants from the Estates and Trusts.

47. That further it is alleged that they have begun a series of fraudulent activities to attempt to lower the value of the Estates from an estimated 20-42 Million as Petitioner has pled to the Court to Theodore and Spallina's ridiculous estimated only four million dollar total worth of both Estates that they claimed to Your Honor in response to your question in the September 13, 2013 Hearing. This amount they guesstimated to Your Honor does not even add up with the current assets Petitioner has discovered in the Estates thus far and which are part of the record. That this variance in estimates of worth is due to the fact that no accountings for the Estates or Trusts has been given to Petitioner or Beneficiaries and no Inventories of the Trusts of Simon and Shirley have been provided as required by Probate Rules and Statutes to the Beneficiaries. Therefore their numbers are wholly worthless and not exact as they should be with accounting of every last cent. Perhaps, we now know the reasons why the financial

records are being suppressed and denied and the motive for why they would commit all these criminal acts, as there must be far more worth in the Estates than they are willing to disclose before they steal off with them and then say, see nothing was there, trust us despite their being no accounting for anything they claim.

48. That all of these crimes alleged benefit Theodore and Pamela directly to the disadvantage of Beneficiaries and where Theodore and Pamela were both wholly disinherited by both Simon and Shirley and were enraged with their father Simon at the time of his death for not including them back into the Estates plans. Even if the alleged changes to the Beneficiaries are somehow allowed by the Courts, both Theodore and Pamela remain wholly excluded from the Trusts of Simon and Shirley and this provides the reason for their efforts to abscond with the Estates and Trusts assets and fail to list them as assets of the Estates in inventories and hide financial records and estate documents while they try to convert assets in numerous illegal schemes.

49. That these frauds to convert the assets and to steal off with assets were aided by the fact that they concealed, suppressed and denied Estate documents, records and accountings from the Beneficiaries and even the alleged new Beneficiaries and continue denying and suppressing this information from either Petitioner as a Beneficiary or Petitioner as Guardian and Trustee for his three minor children as Beneficiaries and in so doing have violated endless amounts of Probate Rules and Statutes as prior pled by Petitioner in his Motions and Petitions filed with the Court since May 2013. New evidence of this concealment of assets from the Courts and Beneficiaries and alleged theft of the assets will be submitted herein that prove with Prima Facie evidence submitted herein that the inventories submitted in the Estates appear

fraudulent and missing assets that they were wholly aware of prior to filing and have since absconded with and failed to account for as Fiduciaries and Counsel.

50. That since illegally seizing Dominion and Control of the Estates through a series of Forged and Fraudulent Documents used in both Estates, a continued Pattern and Practice of Fraudulent activities emerges by the alleged Fiduciaries and Counsel to steal off with assets and keep them from proper accountings to benefit themselves at the detriment of the Beneficiaries and Interested Parties. This concealment of information from the Beneficiaries has led to absolutely no transparency at all in the Estates, left the Beneficiaries with no proper accountings of their interests and is in violation of virtually all Probate Rules and Law, as properly pleaded in Petitioner's prior Pleadings and Motions filed and unheard in toto since May 2013.

51. That these obvious, vexatious and abuse of process pleadings filed inappropriately by Manceri and failure to represent Respondents properly and without conflict or adverse interests violate Attorney Conduct Codes and Probate Rules and Statutes and thus for the all the reasons stated herein, Manceri and his pleadings should be removed by this Court and Manceri sanctioned and reported for his involvement in attempting to continue this Fraud on the Courts and Fraud on the Beneficiaries in the Estates of Shirley and Simon and Manceri should be forced to immediately retain separate counsel as Respondent in the three capacities he is listed as Respondent for.

52. That this Court must instantly remove the Fiduciaries and Counsel who are Officers of the Court and whom continue to act before the Court in efforts to Cover Up their crimes and continue to maintain illegally gained Dominion and Control of the Estates and

continue to Extort and Harass Petitioner, after they have all been exposed as involved in FORGERY, FRAUDULENT NOTARIZATIONS, FRAUD on the COURT, FRAUD on the Beneficiaries and more and this Court must instantly prevent them from further pleading and moving the Court in any way, especially in efforts to further Extort Petitioner and his family further and waste this Court's time and Petitioner's time and monies responding to this crap.

MOTION FOR EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE

53. That due to the Court's failure to prevent absolute Adverse Interests and Conflicts from continuing between the alleged Fiduciaries and Counsel and the Beneficiaries and Interested Parties, especially with Petitioner who is having the current alleged Fiduciaries and Counsel criminally pursued by state and federal Authorities and civilly in State and Federal courts for their proven, admitted and alleged criminal acts, has allowed them to now further a Pattern and Practice of Extortion, Slander, Defamation and abuse of process against Petitioner. These acts all in attempts to cause harm to Petitioner and his family, including three minor children, by further illegally misusing their fiduciary capacities and legal and ethical obligations to harm and harass Petitioner before they can be further prosecuted and their whole scheme unraveled further. Especially, after the tip of the iceberg emerged with the arrest of Moran, then Spallina, Tescher, Theodore and Manceri, being caught by Petitioner and Your Honor perpetrating a Fraud on the Court, tendering FORGED and FRAUDULENT documents in the alleged Beneficiaries names and more and with state and federal criminal and civil actions filed against them by Petitioner.

54. That as these FORGERIES and FRAUDS took place in Your Honor's Court in

part by Officers of Your Honor's Court and were approved by this Court, under Judicial Cannons and Law they should be sanctioned and reported by Your Honor to the proper State and Federal Authorities and State and Federal courts already involved and instantly removed from the proceedings in any capacities and all their prior pleadings and submissions stricken from the Record.

55. That this Court once it was aware of proven felonious acts by Officers of the Court should have seized all of their records and taken control of the Estate and Trusts assets to prevent further harm to the Beneficiaries and yet instead it appears the Court is attempting to look the other way obstructing justice and denying due process to Petitioner by refusing to hear his Pleadings and Motions in detail that have been filed since May 2013 and further failing to take the requisite actions against Officers of the Court who have violated Law and report all those involved in any of the crimes now proven and admitted and those alleged to all the proper authorities.

56. That the Court's continuing to allow them to operate in Fiduciary and Legal Capacities (and L-rd knows how legally this is happening) has only allowed the Adverse Interests to ferment and result in an Extortion of Petitioner and his family and attempts to Defame, Slander and Harass Petitioner and his family further in violation of Fiduciary Duties and Law and through further alleged fraudulent and criminal acts as defined herein and in prior pleadings filed by Petitioner that remain largely unheard.

57. That Simon and Shirley took elaborate estate planning steps to protect Petitioner and his family, through the creation of Trusts and the creation of several Entities designed specifically for them and their unique situation. These Entities are either wholly owned or are

partially owned by Petitioner and his sisters Iantoni and Friedstein, including Bernstein Family Realty LLC ("BFR"), Bernstein Family Investments LLLP("BFI"), Bernstein Holdings, LLC ("BHL"), several pre created Trusts for Petitioner and his children and more. The records for some of these Entities can be found at http://www.iviewit.tv/BFR%20BFH%20BFI%20RECORDS.pdf and are fully incorporated by reference herein. These entities were designed while Simon and Shirley were alive and were created to protect the assets and inheritances of Petitioner and his family from exactly the type of crimes that are alleged to be now occurring by the Fiduciaries and Counsel.

58. That Simon and Shirley through these Entities paid for all expenses of Petitioner, Candice and their minor children for seven years prior to and after their deaths, for income, food, utilities, school through college and more and had set these up so that at their deaths the Entities would be funded with assets through Petitioner and his family's inheritances for many years to come due to special circumstances of Petitioner and his family, as more fully described in the May 2013 Petition in the section "The Elephant in the Room."

59. That Theodore and Spallina have now illegally seized control of BFR approximately three months ago in late August 2013 and have since begun an Extortionary campaign to shut Petitioner and his family down by illegally gaining control of BFR through an unauthorized and prohibited transfer of Manager Title in BFR from Oppenheimer to Theodore, without Petitioner's consent as required under BFR's bylaws and begin to play games with Petitioner's utilities, school expenses, food monies and more, all which are controlled for years through BFR and Petitioner does even get the bills sent to him at his address.

60. That the transfer of Manager Title in BFR is also questioned after Simon died as

to how Oppenheimer was elected Manager and acted in such capacity, without Members approving of such transfer. That Oppenheimer similarly transferred Manager Title to Theodore without requisite notice to Members (The Members of BFR are DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006 and JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006 who own 33.3% of BFR each) and without their consent and approval as required under BFR's records, which state;

> "5.1.2 Initial Managers/Designation of Managers/Voting. The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager."
> "5.7 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.
> "5.9 Vacancies. To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A
> Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.
>
> From Bernstein Family Investments we find the following language,
> "6. Business and Purposes. The purpose and business of the Partnership shall be the ownership, investment, management and control of the Property and other investment properties (including, without limitation, investments in real property, loans, business enterprises, marketable securities, either directly or through interests in corporations, limited partnerships, limited liability companies, and other entities), to provide a means for the BERNSTEIN family to own investment property and preserve its assets, and to conduct such other activities as may be necessary or appropriate to promote such business and purposes, it being agreed that each of the foregoing is an ordinary part of the Partnership's business. In addition to the foregoing, or as part thereof, the Partnership shall accomplish among other things the following: (a) maintain control over BERNSTEIN family assets contributed to it, (b) consolidate fractional interests in BERNSTEIN family assets, (c) seek to increase BERNSTEIN family wealth, (d) establish a method by which gifts can be made without fractionalizing BERNSTEIN family assets, **(e) provide protection to BERNSTEIN family assets from future claims against members of the families,** (t) facilitate the administration and reduce the costs associated with the disability or probate of

the estate of members of the BERNSTEIN family, (g) provide a mechanism to resolve BERNSTEIN family disputes, and (h) if applicable, hold restricted securities until such securities become unrestricted and free of underwriting limitations of the Securities and Exchange Commission. The Partnership shall not engage in any other business without the prior consent of Limited Partners owning (in the aggregate) at least eighty (80%) percent of the limited partnership Interests owned by the Limited Partners."

61. That Petitioner does not recall a vote to transfer Manager Role to Janet Craig of Oppenheimer after Simon's death or from Janet Craig to Theodore on Spallina's direction in August of 2013 after the heat was on them. Janet Craig claims she transferred the Manager role to Theodore who volunteered for it and she obliged in transferring it to him, as stated in her email of August 28, 2013 that she copied both Theodore and Spallina on and wherein she states,

"Please be advised [Eliot] that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him."

62. That Janet Craig at the time of this transfer knew that Petitioner was pursuing criminally and civilly both Theodore and Spallina and yet transferred Manager title to them despite knowledge of their adverse interests with Petitioner and she did this on the direction of Spallina and Theodore.

63. That by illegally gaining control over BFR, which receives all the bills for Petitioner's family and their home and which has paid them continuously, promptly and without interruption for almost seven years, both prior to Simon's and Shirley's passing and after, suddenly, when Theodore took charge almost four months ago, ALL the bills have become seriously past due and utilities, including phone, internet, etc. have been turned off with no notice to Petitioner and Theodore is further denying he has anything to do with paying

the bills or BFR to various parties as evidenced herein already @ http://www.iviewit.tv/20131229ElBResponseToTedBernsteinandDonaldTescherReEmergency Distributions.pdf and already included by reference in entirety herein.

64. That an example of what is going on to harm Petitioner's family through these games, is the recent loss of home security, which puts Petitioner's family at risk of theft, fire and more and may cause a lapse in Homeowners coverage or price increases without it on the home owned by BFR, in the following series of email communications,

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Tuesday, December 31, 2013 9:08 AM
To: 'Sue Peterson'
Cc: 'Ted Bernstein'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Hunt Worth ~ President @ Oppenheimer Trust Company '; 'William McCabe Esq. @ Oppenheimer Trust Company'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'; 'Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company '; 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq.'; 'Marc R. Garber, Esquire @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Lisa S. Friedstein'; 'Lisa'; 'Jill M. Iantoni'; 'Jill M. Iantoni'; 'Guy T. Iantoni @ GTI LIFE, Inc.'; 'Guy T. Iantoni'; 'Pamela Beth Simon'
Subject: RE: Si Bernstein old account

Hi Sue,

Below is a letter from Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com) who was handing the bills for Bernstein Family Realty (BFR) as Manager since Simon died. Simon was Manager of BFR prior, which owns the house we live in. Janet has been paying your bills for the last year as Manager of BFR. As you can see from Janet's letter to Ted it is clear that Ted volunteered for the job of paying the bills of BFR a few months ago when your bills suddenly and unexpectedly began not to be paid. As I do not even get the bills for the last 7 or so years this all seems strange to me that Ted seems to not know he has assumed responsibility for BFR's bills when in fact, since Ted was copied on the Oppenheimer letter below and assumed responsibility as the letter indicates, I am not sure why he told you what he did not as it appears to be a lie. Perhaps you would like to call Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)the former Manager of BFR at (973) 245-4635 and check who is Manager of BFR and she has transferred the position to Ted yet or if she is still paying the bill. I do believe the BFR home owners insurance may also require your services to be on and she or Ted, whoever is handling these matters may want to notify the carrier of the lapse in service. You may also

want to contact Robert Spallina and Donald Tescher of Tescher & Spallina, P.A. law firm as they are also involved with Simon's estate and may know about the bills for BFR that Simon was paying for years and who and how is now paying them, since they I believe directed Janet to transfer the Manager role and bills to Ted.

I am very sorry for any confusion but as you can see from Janet's letter I really have nothing to do with the bills until we needed a battery and I made a call, which is about the extent of my involvement with your company in the many years of past service that has never been interrupted until recently when Ted took things over. I have never paid your bills I just live in the house that is owned by BFR and I guess if Ted is denying his involvement despite the evidence I too am unsure what to do and feel like I am caught in the middle to as I am not even on the account. I apologize for any problems this has caused you and understand your need to take actions against the appropriate parties, of which I am not one.

Candice

> From: Craig, Janet [mailto:Janet.Craig@opco.com]
> Sent: Wednesday, August 28, 2013 11:28 AM
> To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
> Cc: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
>
> Subject: Bernstein Trust Terminations
>
> Dear Eliot and Candice,
>
> [omitted]...Please be advised that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him...[omitted]
>
> Janet Craig, CTFA
> Senior Vice President & Compliance Officer
> Oppenheimer Trust Company
> 18 Columbia Turnpike
> Florham Park, NJ 07932
> Tel: 973-245-4635
> Fax: 973-245-4699
> Email: Janet.Craig@opco.com

This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

From: Sue Peterson [mailto:speterson@yoursecurityconnection.com]
Sent: Monday, December 30, 2013 2:00 PM

To: tourcandy@gmail.com
Subject: FW: Si Bernstein old account

Hi Candice, this is truly a very unfortunate situation, and we are caught in the middle of it, we responded to your request for the battery and dropshipped it to you in good faith. I really do not understand why you would give me the wrong information.

We will cancel this account today and hand it over for collection, but I wanted you to know that Mr Ted Bernstein says he is not responsible for the account.

Thank you

Sue

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, December 30, 2013 11:07 AM
To: 'Sue Peterson'
Subject: RE: Si Bernstein old account

Hi Sue,

Candice is mistaken. Sorry for the confusion.

From: Sue Peterson [mailto:speterson@yoursecurityconnection.com]
Sent: Monday, December 30, 2013 11:03 AM
To: Ted Bernstein
Cc: Lindsay Giles
Subject: Si Bernstein old account

Hi Ted,

The monitoring fees for this account has not been paid since 10/1/13, and we also sent out a battery in October when Candice called in and requested it. The invoice was sent to you because Candice advised us that the house is now part of Bernstein Family Realty, and you will process the invoices for payment.

The past due accounts are scheduled to be disabled today at close of business, and the monitoring discontinued. You may remedy the situation by bringing the account up to date before 3pm.

Thank you

Sue Peterson
Accounting Manager

65. That Reimbursements for food, medical needs and more have not been paid back to Petitioner's wife Candice since the day Theodore took over, as they have for years to provide

for Petitioner's family's life sustaining funds for food, medical, etc. and these acts have basically starved Petitioner and his family and thrown great economic disasters upon them with intent and scienter intensifying for the last three months since Moran's arrest and this Court's failure to remove them from fiduciary and legal capacities.

66. That school trust funds set aside for Petitioner's children and funded prior to the deaths of Simon and Shirley were then illegally misused to pay for Petitioner's expenses on the direction of Spallina who directed Oppenheimer to use the funds with no authority to do so and with the promise that he would replenish and replace them as needed from monies from the Estates if they were exhausted while he waited to receive monies in the Estates. When it came time to replace those funds, Spallina refused Oppenheimer's request and intentionally and with intent to harm Petitioner drained these funds and overnight has left Petitioner now with no school funds for his children, no funds for utilities and food three months that are past due three months without notice and which funds were supposed to have been available through their inheritances and all this misuse of funds was on the direction of Spallina, Tescher and Theodore with Oppenheimer. Where there would be no need for Emergency funds and distributions from anyone if it were not for all of these delays in the final distributions of the inheritances due to proven and alleged criminal acts and civil torts. Petitioner already has pled these matters to the Court in prior Motions filed that remain unheard in particular to these claims of Extortion as already exhibited herein.

67. That Your Honor at the September 13, 2013 Hearing did not think Petitioner's Motion was an Emergency because no one was without food, medical or utilities at that moment on that day. Despite at the Hearing Your Honor learning of FORGERIES,

FRAUDULENT NOTARIZATIONS, a FRAUD ON THE COURT by using a DEAD MAN TO CLOSE THE ESTATE AS IF ALIVE and FRAUD ON THE BENEFICIARIES, this Court surprisingly did not deem these criminal acts committed in Your Honor's court alone enough to constitute an Emergency in and of itself. However, since the Hearings, things have been worse every day and food monies and utilities have been shut off without notice by the fiduciaries Theodore, Spallina and Tescher, in attempts to further extort Petitioner to Play or Pay and take monies in the Estate to the improper parties despite knowing the Beneficiaries are going to have to now be litigated as learned at the October 28, 2013 hearing before Your Honor and this would amount to participating in illegal conversion of assets and Petitioner has refused to take monies that are from illegal transactions.

68. That Theodore and Spallina working together to seize BFR are now selectively and without notice ceasing payments of school, monies for food and medical, school trips and sporting events of the children, all without any prior notice to Petitioner and slowly starving the children and family, costing Petitioner large deposits to be lost, the children possibly removed from school shortly due to lack of payment for three months and more. For example, two of Petitioner's children have now missed, due to lack of final payment, an opportunity long in the making and in large part due to the efforts of Simon, to play with an International Israeli Lacrosse Team and travel to Poland and Israel and play in both countries with Professional Athletes and coached by Harvard's assistant coach Ben Smith & Florida's own Jeff Goldberg. This trip was already deposited for, plane tickets purchased nonrefundable, jersey's made and rosters completed, a final payment was due and the bill transitioned from Oppenheimer to Theodore, Spallina and Tescher and despite multiple written requests transmitted to all parties

requesting payment or knowledge as to what was happening with the bill, as the children were to lose their spots and deposits and tickets, they all failed to respond timely. After weeks of no response, hours after the expiration deadline and the children's spots given to other children, Theodore responded that he chose not pay the deposit as he did not think it prudent.

69. That had Petitioner and his children's inheritances not been intentionally and criminally delayed, in violation of Probate Rules and Statutes and Law and further interfered with from the onset, monies from the inheritances and Estates and Trusts of Simon and Shirley would have flowed properly into Trusts and Entities established for Petitioner and his children and the monies would have flowed seamlessly into BFR, BFI and BHL and directly to Petitioner and his children to fund their living expenses for many years to come as designed by Simon and Shirley without needing anyone to determine the prudence.

70. That Petitioner was to be Manager of these entities or elected Managers to work with him, further providing his family income from managing the assets in them and that Spallina, Tescher, Theodore and Manceri have instead illegally interfered with these entities and without authority to perpetrate this Extortion and to deny Petitioner and his family income and other assets that would have paid for their expenses.

71. That the Estates have enough liquid funds to release funds in the interim to cover these Emergency needs of Petitioner's family while these matters caused by the Fiduciaries and Counsel are being settled both civilly and criminally and the Beneficiaries determined by both courts.

72. That if or why Petitioner is employed to pay these expenses suddenly heaped upon his family due to the delay's caused wholly by others responsible for delaying these funds

being transferred to the proper Beneficiaries is irrelevant as this Court and the Fiduciaries are the ones who are responsible to the Beneficiaries for the damages being caused by the delays in the transference of the inheritances to the proper parties by Officers of this Court in part due to a Fraud in and upon this Court and the Beneficiaries. Where such delays will now be furthered while these criminal and civil matters are resolved as pointed out by Your Honor in the September 13, 2013 Hearing and yet, Your Honor allows them to continue to operate as Officers of this Court and as Fiduciaries despite their proven involvement in criminal acts that they are wholly liable for and allows them to further Extort and Harass Petitioner. Therefore, the need for EMERGENCY DISTRIBUTIONS due to these intentional delays and criminal acts by Officers of the Court and Fiduciaries appointed by the Court has now become life threatening to Petitioner and his family, including three minor children and this Court must order on its own Motion if necessary EMERGENCY INTERIM DISTRIBUTIONS and set up on its own Motion an EMERGENCY HEARING TO DO SO.

MOTION FOR FULL ACCOUNTING DUE TO ALLEGED THEFT OF ASSETS AND FALSIFIED INVENTORIES

73. That on January 11, 2013, two years after Shirley's death Petitioner received, an un-docketed with the Court, alleged Inventory of Shirley after years of it being denied to Petitioner from her date of death on December 08, 2010 to May 2012 when Petitioner finally learned he was a Beneficiary of the Estate, to January 2013 when he finally received it.

74. That Petitioner had to retain counsel to finally get piecemeal information requested from Tescher and Spallina, including the Inventory that were all legally due Petitioner but had been suppressed and denied with intent. Due to the repeated refusals of

Tescher and Spallina to turn over the records to Petitioner, in violation of Probate Rules and Statutes, which has already been pled ad nauseum to this Court in Petitioner's prior pleadings that are largely unheard at this time, Petitioner was forced to retain counsel and was threatened by Spallina as evidenced in prior pleadings that he would be treated unkindly if he did.

75. That an example will show how Petitioner's counsel was then abused by Spallina and Tescher, running up huge bills in order to secure records and information legally owed to Petitioner and his children and further show how Spallina and Tescher were forcing costly litigation, another tactic to bleed the Estates in legal fees from their intentional misconduct. Petitioner then retained Tripp Scott law firm and Christine Yates, Esq. as counsel to secure records after months of refusal by Spallina and Tescher to turn over ANY records or financial information to Petitioner regarding his family's inheritance. Further, after learning of conflicts forced upon Petitioner by a lost insurance policy and a lost insurance trust of Simon's that then put him and his children in conflict for the proceeds, Yates was forced to then separate her representation for only Petitioner's children and Petitioner then was representing himself Pro Se to avoid Petitioner's OBVIOUS conflicts caused by Spallina and Tescher's lack of care of marshaling the missing insurance policy and trust. After Yates repeatedly requested information due to Petitioner, the following letter exchange illustrates between Attorney at Law Yates and another Attorney at Law, Marc R. Garber, Esq. who consults Petitioner on his RICO and other matters, the adversarial role Spallina and Tescher to Petitioner and Petitioner's COUNSEL becomes even more evident and Petitioner quotes from their letter exchange,

From: marcrgarber@gmail.com
To: cty@trippscott.com

Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein &
E/O Leon Bernstein: Status
Date: Thu, 13 Jun 2013 11:02:40 -0400

Christine:

I had difficulty sleeping, as I was sorting through our conversation. What troubles me has troubled me in prior situations. Spallina is not the first "bully lawyering" situation I have seen or heard about. "If you scream loud enough and pound the table hard and often, the other side will cave". It troubles me that many times this approach works. Sometimes it becomes a fee and time matter, other situations result in the good lawyer becoming tired of dealing with "hard headed" uncompromising opponent. I have heard some people actually seek out a bully lawyer for these reasons. The reasons include the fact that they win using this approach. Further, and as you implied, with all the time you expended, Spallina gave us very little, in terms of everything; from documents to involvement in the administration.
It truly troubles me that Spallina continues to spin his web of deceit, and I believe this conduct is further circumstantial evidence that "something is very wrong". I am very glad Eliot filed whatever he filed and I do hope he prevails. I also hope Spallina is removed and perhaps punished for all he is doing. It also troubles me that once he learns of your withdrawal, Spallina will celebrate his victory. If I was licensed in Florida, I would take this on pro bono. Simply out of principal, and I would make certain a probate judge learns of Spallina's behavior. Unfortunately, I am not a Florida lawyer. If Eliot is able to get his motions before a probate judge, I hope he asks and you agree to testify as to how Spallina treated you. A judge may take real notice of that testimony.

Thanks,
Marc

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Friday, June 7, 2013 11:57 AM
To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
Cc: Ibis A. Hernandez

Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Eliot and Candace, first I am glad that you are feeling better Eliot.

I have made no progress with Spallina in regards to obtaining documents and in my last call with him and Mark Manceri, Mr. Spalllina reiterated his position that the mortgage on the property you are currently residing in was what your father wanted, and that any information regarding the trust of your father would have to be addressed to your brother as trustee.

At this time, in order to receive the information you want, I believe you will need to institute legal proceedings against the estate and trust. Since a new course of action will need to be undertaken, at this time, I will be withdrawing as counsel for your children, and believe that you should now hire separate litigation counsel for them. I will be happy to assist your new counsel in providing them with any information and thank you for the opportunity you gave me to assist you.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500
Christine T. Yates
Director
Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

76. That instead of the alleged Co-Personal Representatives of Simon's Estate, Spallina and Tescher paying for counsel to review their insurance trust scheme they proposed due to an alleged lost policy and trust scheme (and if you believe that I have a bridge) and instead Spallina was forcing the legal costs to come out of Pre Funded School Trust funds of Petitioner's children, along with the other BFR bills, etc. all on his direction with Oppenheimer, all without legal authority. As illustrated in the following correspondence regarding why Yates was resigning as counsel, Your Honor can see how they are forcing economic ruin with scienter upon Petitioner and his family further through more dubious and alleged illegal acts and intentionally caused large legal fees and costs,

Date: Thu, 13 Jun 2013 13:05:50 +0000
From: cty@TrippScott.com
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein &
E/O Leon Bernstein: Status
To: marcrgarber@gmail.com; iviewit@iviewit.tv; iviewit@gmail.com

Marc, it was nice to speak with you yesterday. As we discussed, the reasons for the the termination of my representation were due to the insufficiency of funds in the trust accounts and the the corresponding

increase in litigation that would need to be filed in order to move this case forward. It is always a difficult decision as an attorney to proceed with litigation, using all funds in a trust to do so without a guarantee of results. This leaves the attorney in a difficult position with the trust beneficiary, their client...[omitted]

Thank you again for you time in speaking with me yesterday.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500
Christine T. Yates
Director
Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

77. That at the October 28, 2013 hearing Theodore claimed while testifying that to the best of his knowledge, his mother Shirley was only worth in Personal Property not allocated in trusts, USD $25,000.00. It should be noted that this was the last year unlimited marital transfers were allowed and therefore it would have benefited Simon to have inventoried and listed as many assets in Shirley's name, knowing no tax on the transfer would take place on any amount. Being a sophisticated Pioneer in estate planning tools almost his entire life, Simon would not have hid any assets or lowered their values to get them under a taxable amount as there was no fear of taxation and listing them in full was the advantage.

78. That on October 28, 2013 in an Evidentiary Hearing before this Court, Petitioner received an Inventory in the Estate of Simon electronically filed on June 11, 2013 (10 months after his DOD) unsealed by Your in Honor from Judge French's court and given to Petitioner for the first time. That again, this Inventory had been suppressed and denied from the Beneficiaries and Interested Parties in violation of Probate Rules and Statutes up until the Evidentiary Hearing, over a year after Simon's passing.

79. That on December 30, 2013 Petitioner received a NEW Amended Inventory of Simon, after this Court unsealed the previous one in the October 28, 2013 Evidentiary Hearing

and suddenly the amount of Simon's personal properties flourished with many new assets making the amount TEN TIMES what it was when the first one was allegedly done, illustrating the further failure to marshal the assets properly, as some of the new additions like a Promissory Note on Petitioner's children's home is listed. That Spallina and Tescher knew of this Promissory Note because they drafted and had executed the document and knew it was to be tossed in the garbage when Simon died but now apparently to threaten Petitioner that they (his siblings) are planning on stealing the home his children own and divvying it up between them using this Note have conveniently have added it to the Amended Inventory. The children's home and how it was being protected through the Promissory Note is further detailed in the May 2013 Petition filed with this Court and the question now becomes if Spallina and Tescher knew of this $365,000 Promissory Note to Simon as an asset from day one, why did they fail to list it on his inventory for 15 months, until now that they are adverse to Petitioner for having one of their own arrested and hostile in fact knowing they may be next.

80. This Amended Inventory in Simon also added some other items that Spallina and Tescher should have known about from day one, including bank accounts and more and appear to be added after realizing through Petitioner's pleadings and the creditor Stansbury's pleading in Simon's Creditor action against the Estate of Simon, which notified the Courts and Authorities that assets were missing from the Inventory of Simon and therefore this Amended Inventory of Simon is a Cover Your Butt attempt to plug holes and further Extort Petitioner, amended sixteen months after Simon's death. It should be noted here that Simon's Estate was ordered closed by Judge French by October 02, 2013 and the deadline for closing was missed and no extensions filed, in further violation of Probate Rules and Statutes. Again, no

Inventories or Accountings have been provided for the Trusts in either the Estate of Shirley or Simon at this time, also in violation of Probate Rules and Statutes and making accurate accounting of the Estate impossible by Beneficiaries.

81. That after reviewing the Inventories, it has become apparent that Personal Property assets of Shirley were not listed in the Inventories of Shirley and Simon. That these missing assets, once properly accounted for and inventoried would have then transferred to Simon but instead the items PETITIONER DISCOVERED were wholly excluded from both Inventories, as if they vanished into thin air and did not exist at all. That for Simon to have done anything with these assets of Shirley's he would have first had to legally inventory them on her Personal Property list and then have them transferred tax free through the estate plans to himself.

82. That full audits of the Estates are now needed due to these findings by Petitioner, by forensic experts that should include tax returns for 10 years personally and for any/all corporate entities they owned, ten years of bank accounts of Simon and Shirley and all other information owed to Beneficiaries and Interested Parties under Probate Rules and Statutes. The reason bank accounts are necessary now is because evidence was presented in the May 2013 Petition filed with this Court and largely unheard at this time, that Spallina and Tescher were found directing others to use Simon Bernstein's bank account for BFR months after his death and where when Legacy Bank discovered that Simon was dead and no one had notified them and people were using the account who were not authorized to use the account, well they FROZE the accounts of Simon and demanded to speak to the Personal Representative. Spallina was not a Manager of BFR at this time as Simon had died and no

successor was voted in per the bylaws until Spallina nominated with no authority Janet Craig to the Manager position and directed her actions forward with no authority to take over BFR.

83. That Petitioner has requested and repeatedly been denied the full accounting of the BFR accounts at Legacy Bank that were frozen and allegedly funds were transferred to Oppenheimer to a new BFR account in order to see how much money was in the Legacy Bank account when Simon died and how much transferred over once the account was frozen months after his death, due to the FELONY MISUSE of a bank account under FL laws under, all under the direction of Spallina knowingly and acting as the fiduciary to use a DEAD Simon's account for months in a company BFR that he had no legal authority to act in any way under.

84. That with the damning evidence of PROVEN AND ADMITTED FORGERY, FRAUD ON THE BENEFICIARIES, FRAUD ON THE COURT and more, this Court should have already called in the cavalry and made arrests from evidence the Court has that Officers of the Court are involved in criminal acts worthy of being read their Miranda Rights by Your Honor and then this Court should have instantly ordered a seizure of all original documents, records and assets and demanded full forensically audited financials and forensic document verification and simultaneously notified the proper authorities of ALL the crimes this Court now has knowledge of. Further, this Court should force restitutions to the victims instantly and further forcing bonding and surety and payment of all Petitioner's and other injured parties legal costs by those who caused the costs and the Court should be acting on its own Motions after taking Judicial Notice of FORGERY AND FRAUDULENTLY NOTARIZED DOCUMENTS, FRAUD ON THE COURT, FRAUD ON THE BENEFICIARIES and more, to achieve protection of the Estates and Beneficiaries and certainly not waiting for Petitioner who

is Pro Se to plead all this correctly, as these crimes proven and admitted were done by Officers of Your Court, the Fiduciaries of the Estates YOU APPROVED and YOU are allowing to continue to operate in YOUR Court and their contracted and supervised employees who they are wholly liable for under FL Law.

85. That anything that ANY of these parties who were acting in anyway in the commissioning of these crimes have done in the past is questionable and anything they do in trying to remedy these situations now, after the fact that they have been caught, are not trusted by Petitioner due to, including but not limited to;

i. the Forgery and Fraudulent Notarization of Petitioner's name on documents filed with the Court that they all participated in,

ii. the POST MORTEM Forgery and POST MORTEM Fraudulent Notarization of Petitioner's father name on documents filed with the Court that they all participated in,

iii. the fact that they then illegally used Simon's identity Post Mortem to file a series of documents to close the Estate of Shirley and then allegedly attempted to change the Beneficiaries of Shirley's with other documents that appear legally deficient and alleged Fraudulent and Forged in Simon's Estate,

iv. the Fraud on the Court and Beneficiaries already proven committed by Officers of this Court,

v. the Bank fraud alleged in the misuse of a dead persons accounts knowingly and with intent,

vi. the Violations of Petitioner's family Entities and alleged criminal acts

thereunder, and,

vii. the ongoing alleged, Insurance Fraud, Fraud on a Federal Court, Theft of Assets, Violation after Violation of Probate Rules and Statutes and Law, Extortion and more, as previously pled also in Petitioner's Motions and Petitions already languishing for months before this Court and exhibited herein.

86. That Petitioner has recently come into possession of an American Home Assurance Company Policy containing a Private Collection Coverage Policy Number PCG0001332360, Effective date August 10, 2009, containing a schedule of Shirley's Jewelry insured for a value of $613,932.00, evidenced herein as EXHIBIT 1, which Petitioner alleges is a fraction of the value of her total Jewelry owned at that time and at the time of her death that is now missing from both Estates and was not inventoried as her personal property and does not show up in Simon's personal property either. Even if it is alleged Simon gave it away or ate it, for him to have done so the items would have to have been listed on Shirley's Inventory and then transferred legally to him to do as he pleased. If he gifted them later, gift tax returns and more would have to have been filed and still would have been listed as Shirley's personal properties first before the gifts were made by Simon.

87. That Petitioner alleges that Tescher, Spallina and Theodore knew about this Policy and its contents insured thereunder that were Personal Property of Shirley and that they have intentionally and with scienter suppressed and denied this information from both the Court Petitioner and left these items off the Inventories intentionally to steal off with the assets.

88. That there are also alleged to be Appraisals done for Shirley's Jewelry shortly

before her death for various items that also appears to have gone missing from the Estate records that were kept with each item that further confirm the value of many of Shirley's jewels. That if these jewels were added as her Personal Property, then Theodore and Spallina's testimony in the October 28, 2013 Hearing before this Court that she had only $25,000.00 in personal property would be grossly off in just in the missing Jewelry alone. Again, the advantage for Simon at the time with no taxable transfer was to list it all on Shirley's Inventory, which being an expert Estate planner he would have done.

89. That Shirley's Jewelry does not appear in the Inventories and where Petitioner's father and mother had stated that bequeathments of various items were to be distributed with certain items going to individual Beneficiaries and others but those too appear missing from the Estate documents and Petitioner claims these too are being suppressed and denied, in violation of Probate Rules and Statutes.

90. That it is alleged that after Shirley died, on a visit to see Simon, Petitioner's sisters, Pamela Simon ("P. Simon"), Jill Iantoni ("Iantoni") and Lisa Friedstein ("Friedstein") removed from the Estate Shirley's Personal Properties, while their father thought they were cleaning out her closets and organizing things. Instead they overnight took off with and shipped boxes and boxes of Shirley's Personal Effects and took all of her Jewelry, Minks, Art and other valuable objects of hers.

91. On information and belief this removal of the property was claimed by P. Simon, Iantoni and Friedstein in order to prevent theft of the items from Simon's assistant, Rachel Walker and later his companion and friend, Maritza Rivera Puccio ("Puccio"), who they claimed were going to rob Simon of Shirley's personal properties and therefore they were

taking them to Chicago to their homes to protect them.

92. That later when Petitioner questioned Spallina and Tescher and his siblings on where the items were, as some were told to Petitioner by his Mother that they were being bequeathed to him, his wife and children, they attempted to then claim these were gifts to them by Simon and that they have no records of what they removed or inventories of the items that were allegedly now gifted to them.

93. That the problem with this story is that they were Shirley's Personal Property on the day she died and therefore had to be legally listed on her Inventory first before they could become Simon's to gift and Simon would not have committed tax evasion or other criminal acts to improperly transfer assets to himself. Petitioner and his children have not received one item of the Personal Property of Shirley's or the missing Jewelry, despite being Beneficiaries to either a 1/3 or 1/5 of the items depending on the ultimate beneficiaries determined by the courts.

94. That Petitioner has requested to see the Tax Returns of Simon and Shirley to confirm that at minimum, this $613,932.00 of Jewelry was ever gifted legally but he and his children's former counsel were denied all such requests for information.

95. That Petitioner is aware of a Bentley automobile paid for in full as a gift from Simon to Shirley, owned and titled to Shirley and driven exclusively by Shirley for several years prior to her death that is also not listed on the Inventory of Shirley as Personal Property, again just vanishing into thin air, no accounting of it, no inventorying of it, poof. Again, even if Simon had later sold the car or ate it, he would have first had to inventory the item as an asset of her Estate.

96. That Petitioner has checked the Inventory of Simon and the items missing from Shirley's Inventory that are on the insurance policy do appear listed on Simon's Inventory or his recently Amended Inventory either.

97. That in fact, on December 20, 2013 Petitioner received an Amended Inventory of Simon that also failed to include the missing Jewelry and automobile but was amended to add a ten time increase in assets, as discussed already herein.

98. That these missing and unaccounted for assets of Shirley and Simon's Estates that appear to have gone missing from the Inventories, despite whether they were gifted, sold or ate, remain wholly unaccounted for, evidencing further foul play and egregious bad faith in marshaling the assets of the Estates, in violation of Probate Rules and Statutes and Law. Further, complaints have recently been lodged criminally for the alleged Theft of these assets, as claims will have to be filed with the insurance companies to collect on the stolen items or have them returned in toto or accounted for if they were sold or otherwise transacted.

99. That Petitioner is requesting now that the Estate of Shirley is reopened, a full and forensic accounting and inventorying of Shirley and Simon's Estates and Trusts, including ALL DOCUMENTS and RECORDS filed in the Court by any Party and an auditing of the Court records and files to further determine the extent of the criminal acts uncovered.

100. That due to these new discoveries in the Estate Inventories, FULL accounting is necessary and it was learned in the October 28, 2013 hearing that Spallina claimed that he did no inventorying of Shirley's Personal Property assets at all and relied only an alleged phone call with Simon to assess her worth, where Simon allegedly stated she was only worth $25,000.00 to his counsel Spallina. That Simon then allegedly signed this inventory and in so

doing was committing fraud as he knew of the Jewelry and auto of Shirley, as did Robert Spallina, Tescher and Theodore.

101. That this Court must now overturn its prior Order to not deal with documents in Shirley's estate that were filed by Simon to close the Estate while he was "serving" as Personal Representative while alive and this Inventory of Shirley's that was ALLEGEDLY FILED while Simon was alive must now be evaluated and investigated further and is now challenged as to its authenticity based on this new information of missing assets, despite when it was alleged filed by Simon either alive or dead.

102. That this is NOT one of the documents that were served illegally for Simon by Tescher and Spallina Post Mortem upon the Court, used as if he were alive and "serving" them to the Court while he was dead and while legally one cannot serve anything while dead as Personal Representative, this is allegedly one of the documents Simon signed while allegedly alive. This would appear as possible tax evasion and theft of assets for no reason committed by Simon and Spallina in preparing this Inventory falsely and therefore the document becomes suspect and where items are then found missing that everyone had knowledge of and possession of and distributions were made between certain family members (not a single item to Petitioner) and all this information concealed from the Courts and Petitioner, which again should sound a FIRE ALARM IN THE COURT to take further instant action to call in the cavalry and FREEZE THE ESTATES and REMOVE THE PERSONAL REPRESENTATIVES AND COUNSEL and more.

103. That now with proven factual evidence of Post Mortem Forgery of Simon's name on documents submitted on his behalf while dead and now this Inventory which appears

to be falsified, there is need to review ALL the documents of Shirley and Simon's Estates forensically and call in the Attorney General or State Attorney to investigate all the documents used to perpetrate the Fraud on the Court, who prepared what and when, who signed what and when, who docketed what and when and more. Further this Court must now turn over any logs and records of the Courts for injured parties to have discovery on and determine who exactly was involved and if the documents are legitimate and properly entered into the record and therefore no documents pre or post Simon's death filed and served on his behalf with the Court or ANY documents should be excluded at this time from further investigation and they should instead be opened widely for inspection by Petitioner and the Authorities. Again, this Court should force the costs and legal expenses be burdened to the responsible parties and not come from the victimized Estates or victimized Beneficiaries and Interested Parties.

104. That this Court should take further Judicial Notice of the crimes, proven admitted and alleged in this case thus far and again act on its own Motions as required by Judicial Cannons and Law to report all those Attorneys at Law and Officers of this Court involved thus far in any way and the criminal matters of Fraud on the Court and Fraud on the Beneficiaries to the proper authorities and cease their ability to further harm and damage Petitioner and his family.

105. That for all these reasons Petitioner's Motion for Full and Formal Forensic Accounting and Document Analysis be granted and paid for by those parties who have caused these problems through criminal acts and more and the costs should not be burdened further on the victims or the Estates or the Court.

MOTION TO 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

106. That the six documents that are proven FORGED and FRAUDULENTLY NOTARIZED presented to Your Honor's Court and additionally regarding the multiple documents from September 13, 2012 to January 2013 that were filed illegally Post Mortem for Simon used to close the Estate. Your Honor and his court officials had direct involvement in and may be called as material and factual witnesses regarding these matters. As Your Honor admitted these FORGED and FRAUDULENTLY NOTARIZED documents to the record to close the Estate and had direct involvement in the Fraud on the Court that was perpetrated on the Court and Beneficiaries, including Petitioner and his three minor children, Your Honor's role in these events becomes directly inter-related and thus conflict arise and possible adverse interest arise as Your Honor may want to hurry this under the rug as it all occurred in your Court and it could be alleged that you are biased or covering up the acts of not only the guilty but your Court officers involved. Not to say that this is the case but that now it COULD be and on that ground Your Honor's handling of this case further may be improper under Judicial Cannon's and more.

107. That Petitioner requests that this Motion to Disqualify Judge Colin in Shirley's estate be heard by a non-conflicted Justice, due to Judge Colin's direct involvement in the matters, the direct involvement of Officers of his Court in FORGERIES, FRAUDULENTLY NOTARIZED DOCUMENTS and FRAUD ON THE COURT AND BENEFICIARIES and the fact that all of these Criminal Acts proven and those alleged have occurred in and upon his

Court and these conflict Judge Colin from handling the matters further without the possibility of bias or prejudice or more to Petitioner who has exposed this massive Fraud on the Court.

108. That as Petitioner is the one who has exposed these Frauds on the Courts and had them prosecuted and could lead to others arrest, including Officers and Fiduciaries of the Court directly involved causes possible Adverse Interests against Petitioner who has exposed these crimes occurring in the Court, committed by Officers of the Court and the Fiduciaries that Judge Colin approved to the record and allows to continue as Officers of the Court and Fiduciaries despite his firsthand knowledge of criminal acts they are involved in alleged violation of Judicial Cannon's and Law.

109. That this puts Judge Colin now in the uncomfortable position as Witness at minimum to what occurred and how his name and his courtroom were used to enable the frauds, but nonetheless, Judge Colin will be deposed by Petitioner regarding his signatures on the fraudulent documents in the record and his direct and personal knowledge regarding the Fraud on his Court and how exactly the crimes occurred and who was involved, crimes he himself observed on the record in both hearings, that led him to declare twice on the record in a September 13, 2013 hearing, that he had enough evidence of fraud on the court to read Tescher, Spallina, Theodore and Manceri their Miranda Warnings but inexplicably has not read them to them yet and has further enabled their criminal activities to continue and flourish. Why Judge Colin has failed to then report these felony frauds on his Court to all the proper authorities or have them arrested and instead gave the guilty parties opportunity to continue to operate as Fiduciaries and Officers of his Court and pollute the record further will also be questioned and perhaps new Judges will read them their Miranda Rights as Colin should have done but did not,

as of the date of this Pleading.

110. That any state or federal investigators that Judge Colin has had contact with to this point must also be removed from further investigation and new investigators who have not had ex parte conversations with Judge Colin must be introduced to investigate the matters without any prejudice that may have occurred in those conversations that may have impeded Petitioner's due process rights to file further complaints, including against the Officers of his Court that perpetrated the criminal Fraud on the Court or obstructed justice in any way.

111. That after speaking with Detective Ryan Miller of the Palm Beach County Sheriff who investigated the crimes of Moran, Judge Colin made it clear to him that he would be in charge of filing any criminal complaints regarding crimes permitted in his Court by Officers of his Court, Tescher, Spallina, Manceri and Ted (as an alleged Fiduciary). If Judge Colin were to fail to take the necessary actions and Petitioner was blocked of his due process and procedural rights from filing criminal complaints this could cause Petitioner to run into Statute of Limitations issues from the obstruction.

112. That Petitioner does not seek Disqualification out of disrespect or dispute with Your Honor at this time but because it now becomes the only legally justified action for Your Honor to take now that Felony Crimes have been committed in and upon Your Court and the Beneficiaries you are custodian for, including three minor children, and Your direct involvement can be questioned. Where this Court, whether intentionally or not, has allowed these FORGED and FRAUDULENTLY NOTARIZED documents to become part of the record of the Estate, polluting the record and trust in any documents filed by the Fiduciaries and Counsel of Record with the Court and therefore if Judge Colin is disqualified all orders and all

records, including all Original documents filed with and by the Court should become open to inspection by the injured parties.

113. That these acts of Officers of the Court, were approved and entered into the record by Your Honor and the Estate closed illegally with Your Honor's stamp of Approval on all of the questionable documents including those filed by Moran but many others as listed already herein done by Spallina and Tescher, which may prove later to be done without malice by Your Honor and other members of the Court but as fraud was committed upon Your Honor by Court Officers already puts Your Honor in conflict and with possible adverse interests to Petitioner inherently and partiality cannot be assured any longer and Disqualification, not recusal is sought for these reasons.

114. That instead of ruling further on Petitioner's Motions and Petitions that have languished before the Court since May 2013 virtually denying Petitioner's due process rights wholly, the Court has instead accepted new inappropriately filed motions by the opposing counsel and ruled on them despite that they were filed inappropriately by Officers of the Court and Fiduciaries who have admitted to and acknowledged Fraud on the Court and Beneficiaries. These motions filed were much later than Petitioners, almost eight months later and were filed in a cover their butt and pepper the record approach to cover up the crimes through further harassment and abuse of process in the Courts against Petitioner, which the Court may or may not be found to have been complacent in.

115. That the fact that the Court is no longer an independent Court involved directly in the criminal activity, whether innocently or not, the cases should not be merged and consolidated between the two Judges who are already involved but should instead instantly be

transferred to two new Judges of the Court, who are prescreened for Conflicts with Petitioner and all prior rulings stricken and all pleadings of counsel investigated for further fraud and reheard entirely free of conflict or adverse interest with Petitioner, as he is the one who has exposed these Frauds in the Court committed by Officers of the Court and the Fiduciaries.

116. That all Fiduciaries and Officer of the Court acting as counsel must also be disqualified instantly for their involvement in the criminal acts and all their pleadings stricken and further their records and all assets held of the Estates should immediately be seized by the new Judges hearing these matters forward and frozen and admitted as evidence.

117. That for all these reasons Petitioner's request to not consolidate the cases of Simon and Shirley at this time and if it is determined that they should be consolidated it should not be with either Judge French or Judge Colin for the obvious conflicts and adverse interest now created.

118. That Title 42 United States Code standard 1983, Entitles Petitioner to NOT have his RIGHTS Deprived as a matter of law. As does the rules of procedure, Florida Law, the Bill of Rights, the Constitution of the United States, UCC Codes, and Rules of Administrative Procedure.

119. That upon knowledge and belief, Petitioner alleges that Case Law states that when a judge acts as a trespasser of the law , when a judge does not follow the law, she then loses subject matter jurisdiction and the Judges orders are void ,of no legal force or effect . Judicial immunity is lost when a Judge lacks jurisdiction.

MOTION FOR 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

120. That Petitioner requests an Emergency Hearing be set on this Court's own Motion with new Judges to hear ongoing allegations of continued Extortion by Officers of this Court and Fiduciaries who are directly involved in the proven criminal acts thus far committed on the Court and Beneficiaries. These Extortionary acts are in efforts by the guilty parties to shut down Petitioner and his family immediately through life threatening calamities brought on by these same guilty Respondents acting still as Fiduciaries and Counsel to cause intentional harm against Petitioner, his wife Candice and their three minor children, by those guilty parties who now all have Adverse Interests as Fiduciaries and Counsel in these matters with Petitioner who is trying to have them further prosecuted and tried for additional ongoing criminal acts to those already proven and admitted.

121. That Petitioner respectfully requests that the new Judges hold immediate Emergency hearings on their own Motion to release EMERGENCY funds for Petitioner and his family, within 48 hours, as their lives are at risk as already defined herein and in prior unheard Motions and Petitions, due to the delay in inheritances being distributed to them caused in part by the crimes proven and those alleged herein, including criminal acts of Officers of the Court in and upon the Court and the Beneficiaries, including targeting Petitioner and his children who have exposed the Frauds, Forgeries, Fraud on two Courts, Fraud on a Federal Court, Theft of Assets and more with intent to harm them in dangerous financial ways without notice or

warning.

122. That Petitioner requests the new Judges hearing these matters also schedule further Emergency Hearings to investigate and call in State Prosecutors to investigate the ongoing alleged criminal frauds in the Estates and ongoing in the courts of Judge French and Colin, as defined at length in Petitioners previously unheard Motions and Petitions referenced herein that have been filed since May 2013 and virtually unheard in particular to the many Motions therein, languishing without adjudication that denies Petitioner's due process rights and is alleged to Obstruct Justice of Petitioner in violation of Judicial Cannons, Attorney Conduct Codes and Law.

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

X_____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, January 02, 2013.

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

X_____

SERVICE LIST

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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

EXHIBIT 1 – SHIRLEY PERSONAL JEWELRY POLICY - AMERICAN HOME ASSURANCE COMPANY PRIVATE COLLECTION COVERAGE POLICY NUMBER PCG0001332360, EFFECTIVE DATE AUGUST 10, 2009

COLLECTIONS

American Home Assurance Co.
Name of Issuing Company

Renewal Declarations Page

Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations Page is part of your policy. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a description of your coverage.

Policy Number:
PCG 0001332360

Policy Period: 08/10/2009 08/10/2010
At 12:01 A.M. standard time at your mailing address shown below

Name of Insured and Mailing Address:
Simon & Shirley Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Agency Name, Address, Phone # & Code:
MarketScout Corporation-IL
40 W222 LaFox Rd Suite Q2
St. Charles, IL 60175

(630) 377-9430 0053923

YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.

The kind of losses that are covered and any special limits or deductibles that apply are explained in detail in your Policy.

Summary of Coverage

Class	Scheduled Items Amount of Coverage	Blanket Items Amount of Coverage	Blanket Items Single Article Limit	Premium
JEWELRY				

Citizens Property Insurance Corporation Emergency Assessment: $80.00

Total Premium: $8,061.00

ENDORSEMENTS ATTACHED TO THIS POLICY:
PCP (03/06), PCG GLSA (03/06), PCP AEFL (03/06)

PCP DEC-FL (09/07)

Schedule of Items

Endorsement Effective Date : 08/10/09

Policy Number: PCG 0001332360

JEWELRY

	Item Description	Amount Insured
1	1 LDS 18K YG DIA BANGLE BRACELET 4.70 CT	$22,045
missing 2	LDS 18K YG ROLEX WATCH PRESIDENT MODEL	$12,175
3	LDS 18K YGDIAMOND AND PEARL RING	$14,995
4	1 PR 18K YG DIAMOND & PEARLEARRINGS 1.50 CTS	$16,406
5	18K YG & WG DIAMOND RING	$13,087
6	18K WG DIAMOND & JADE RING SET	$4,357
7	18K YG & PLAT DIAMOND RUBY SAPP EMERALD RING	$16,406
8	18K YG LAPIS & DIAMOND MARQUISE SHAPE	$3,460
9	18K YG PLAT DIA DOME RING 71 ROUND DIAMONDS	$9,869
10	PR 18K YG DIAMOND HOOP EARRINGS 4.48 CTS	$13,842
11	18K YG AND WG MOBE PEARL & DIAMOND RING	$2,320
12	18K YG PLAT MULTI COLOR DIAMOND CLUSTER RING	$30,503
13	14K YG PLAT DIAMOND CLUSTER RING 2.25 CTS	$6,023
14	18K YG & WG BLACK OPAL & DIAMOND RING	$23,454
15	18K YG 3/8" WIDE DOG COLLAR NECKLACE 38.5 DWT	$3,717
16	18K YG GARNET & DIAMOND PENDANT	$13,202
17	18K YG COMMEMORATIVE ISRAEL MEDALLION PEND WATCH	$8,587
18	18K WG CHOPARD LDS DIA BANGLE BRACELET WATCH	$17,302
19	18K YG & DIAMOND W/ GREEN ENAMEL BANGLE BRACELET	$7,691
20	18K YG BANGLE BRACELET SET W/ OPALS RUBY SAP DIA	$8,587
21	18K YG 27" OVAL AND TWIST LINK NECKLACE	$3,460
22	18K YG TWISTED LINK& ROPE BAR LINK NKLC 15 1/2	$3,844
23	18K YG & WG 36" DOUBLE ROPE CIRCLE WG ROPE SQUARE	$4,486
24	1 JADE BEAD NECKLACE 1 JADE PENDANT	$6,153
25	LADIES DIAMOND RING 1 ROUND 4.77 CT & 2 TAPERED BAGUETTE .60 TOTAL WEIGHT SET INPLATINUM	$51,652
26	ONE PAIR DIA/PLATINUM EARRINGS 2.07 CTW H/SI	$17,174
27	18K DIAMOND NECKLACE	$12,303
28	18KT LADIES DIAMOND NECKLACE SET WITH ROUND BRILLIANT CUT PAVE DIAMONDS 5.81 CTSVS1 CLARITY, F G COLOR	$13,072
29	RING SET IN PLATINUM, MTG RECTANGLE CUT DIAMOND 7.17 CARAT WEIGHT, COLOR H, CLARITY SI 2, WITH TWO TRILLIANTS DIAMONDS 1.45 CARAT	$247,250

TOTAL JEWELRY AMOUNT COVERED $613,932

PRIVATE CLIENT GROUP

CHARTIS

NOTICE

To report a claim, please contact:

1-888-760-9195

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of Chartis Inc. (Chartis). The Chartis member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis member companies to brokers and independent agents in the United States by visiting our website at www.aigproducercompensation.com or by calling Chartis at 1-800-706-3102.

PRIVATE CLIENT GROUP

YOUR PRIVATE COLLECTIONS COVERAGE

QUICK REFERENCE

COVERAGE IS PROVIDED BY THE CHARTIS INC.
MEMBER COMPANY NAMED ON THE DECLARATIONS PAGE.
EACH IS A STOCK COMPANY.
(REFERRED TO IN THE POLICY AS THE COMPANY.)

POLICY PROVISIONS		Beginning on Page
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The Policy together with the Declarations Page and Endorsements, if any, complete the policy.

However, if the **market value** of the scheduled item immediately before the loss exceeds the amount of scheduled coverage for that item or the **market value** of the item after restoration, we will pay its **market value**, up to 150% of the amount scheduled. The most we will pay in any one loss is the policy limit per class.

B. **Blanket Coverage**

We shall pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **valuable articles** with blanket coverage as shown on the Declarations Page. If the restored value of the item is less than the **market value** immediately prior to the loss, we shall pay the difference. We will not pay more than the blanket limit per item for loss to any one item as shown on the Declarations Page, or, in the absence of a per item limit, we will not pay more than the amount of blanket coverage for that class.

C. **Pair or Set**

For a covered loss to a pair or set, you may elect to:

1. Repair or replace any part to restore the pair or set to its condition immediately before the loss;
2. Be paid the lesser of:
   a. The difference in the **market value** of the pair or set immediately before and after the loss; or
   b. The difference between the amount of coverage and the **market value** of the pair or set after the loss.
3. Surrender the undamaged items of the pair or set to us, in which case you will be paid the lesser of:
   a. The amount of the blanket coverage of the pair or set; or
   b. The **market value** of the pair or set immediately prior to the loss.

In no event shall the payment exceed:

1. 150% of the amount of scheduled coverage for that pair or set.
2. The blanket limit for loss to any one item as shown on the Declarations Page.

SECTION IV - EXCLUSIONS

The following exclusions shall apply to claims for Valuable Articles coverage:

A. **Stamps and Coins**

We do not cover any loss to stamps and coins caused by fading, creasing, handling, denting, scratching, tearing, thinning, color transfer, aridity, dampness, or extreme temperature fluctuations.

B. **Collectibles**

We do not cover any loss to **collectibles** caused during use other than as a **collectible**.

C. **Reparation and Restoration**

We do not cover any loss or damage to **fine arts**, stamps, coins, musical instruments, cameras or **collectibles** caused by or resulting from reparation, restoration or retouching, unless approved by endorsement.

D. **Wear and Tear**

We do not cover any loss caused by:

1. Wear and tear, gradual deterioration;
2. Inherent vice and latent defect;
3. Smog, rust or other corrosion;
4. Mold, wet or dry rot; or
5. Birds, vermin, rodents or insects.

E. **Breakdown**

We do not cover any loss caused by electrical or mechanical breakdown, with the exception of any loss to wine caused by temperature extremes or changes in temperature resulting from the failure of a climate control system.

F. **Intentional Act**

An intentional act is one whose consequences could have been foreseen by a reasonable person.

We do not cover any loss caused by any intentional act committed:

1. By or at the direction of you or a **family member**; and
2. With the intent to cause a loss.

G. **Dishonest Acts**

We do not cover any loss caused by any dishonest or criminal act(s) by or at the direction of you or any **family member**.

H. **War**

We do not cover any loss caused by:

1. Undeclared war, civil war, insurrection, rebellion or revolution;
2. Warlike act by a military force or military personnel; or
3. Destruction or seizure of property for a military purpose.

L. **Packing/Unpacking**

To the best of your ability, you will provide for the insured property to be packed and unpacked by competent packers and handlers.

M. **Your Duties After a Loss**

If you suffer a covered loss, you must perform these duties:

1. **Notification** - You must immediately notify us or your agent of your loss. In case of theft or accident, you must also notify the police or similar competent authority within 90 days of the loss.

2. **Protect Property** - You must protect property from further damage; and make any repairs that are necessary to protect the property; and keep an accurate record of your expenses. We will pay the reasonable costs of protecting the property from further damage. This will not increase the amount of coverage that applies.

3. **Prepare an Inventory** - In the event of blanket coverage, you must prepare an inventory of the damaged personal property. It should describe the property in full, then show in detail the amount insured under this policy and actual amount of the loss. You must attach bills, receipts, and other documents to support your inventory.

4. **Display Property** - You must show us the damaged property when requested.

5. **Examination Under Oath** - We have the right to examine under oath as often as we may reasonably require, you and your family members. We may also ask you to give us a signed description of the circumstances surrounding a loss and your interest in it, and to produce all records and documents we request and permit us to make copies.

N. **Insurable Interest**

We will not pay for any loss to property in which you or a family member does not have an insurable interest at the time of the loss.

O. **Abandoning Property**

You cannot abandon any property to us, or a third party, unless we agree to accept it.

P. **Carrier and Bailees**

We will not make any payments under this policy to the benefit of any carrier or other bailee of damaged property.

Q. **Legal Action Against Us**

You agree not to bring legal action against us unless you have first complied with all conditions of this policy. You also agree to bring any action against us within one year after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined.

R. **Vaulted Jewelry**

Scheduled jewelry described on the Declarations Page as "vaulted" must be kept in a bank vault. There is no coverage while these items are out of a vault, unless we receive notice in advance of the removal.

S. **Appraisals**

If you and we fail to agree on the amount of loss, either party may make a written demand that each selects an independent appraiser. In this event, the parties must notify each other of their selection within twenty (20) days. The independent appraisers will select an arbitrator within fifteen (15) days. If an arbitrator is not agreed upon within that time, either party may request the arbitrator be selected by a judge. The independent appraisers will then appraise the loss and submit any differences to the arbitrator. A decision in writing agreed to by the two appraisers or either appraiser and the arbitrator will be binding. Each appraiser will be paid by the party that has selected him. You and we will share the expenses of the arbitrator equally.

T. **Inspection and Surveys**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

U. **Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period and up to three years afterward.

V. **Salvage**

When we pay for a total loss, we may keep all or part of the damaged property.

W. **Recoveries**

In the event we pay for a covered loss to property and the property is recovered, we agree to offer you an opportunity to buy it back.

X. **Cancellation**

1. **Your Cancellation**

You may cancel this policy or any part of it at any time by notifying us in writing of the

PRIVATE CLIENT GROUP

CHARTIS

American Home Assurance Co.
Name of Issuing Company

This Privacy Policy relates only to policyholders who have purchased personal insurance such as private passenger automobile, homeowners, collection and personal umbrella liability insurance. If you have purchased another type of policy from another Chartis member company not listed above, please contact that company to receive a copy of the relevant privacy policy.

PRIVACY NOTICE

The member companies of Chartis Inc. (Chartis) that provide personal auto, home, collection and umbrella insurance policies recognize the importance of respecting the privacy of our policyholders and want to make sure that you know the steps we take to protect the privacy of the customer information we collect and, in some cases, disclose.

We encourage you to read the following information about how we collect, disclose and protect your information. No action is required on your part.

1. **What information do we collect?**

   The member companies of Chartis that underwrite the insurance products listed above and its agencies collect only information necessary to underwrite and provide accurate insurance rates, and to maintain and improve customer service and claims handling for our policyholders. We obtain nonpublic personal information about you, our policyholder, from you in your request for a quotation of rates, applications, policy transactions, including claims, and other interactions with us, as well as from credit reporting agencies, motor vehicle departments, claim history reporting agencies and other third parties. For property insurance, we may send someone to inspect your property and verify information about the value and condition of your property. The information collected may include, for example, your name, address, birth date, phone number, e-mail address, driver's license number, accident/violation history, information about vehicle operators, mortgages, lien/lease holders, vehicle information, credit card information, credit report information, occupation and whether you own or rent your home. We obtain and use this information only in accordance with state and federal law.

2. **How do we use collected information?**

   The information we gather helps us identify who you are, manage our relationship with you, develop products and services that meet your needs, provide you with accurate rates and provide excellent customer service. We do not sell your information to other companies for any reason.

3. **What information do we disclose?**

   We may disclose information to affiliates and unaffiliated third parties for the purpose of servicing customers' insurance needs, performing business services for us or as otherwise permitted or required by law. For example, at times we disclose information about our policyholders such as name, address, telephone number, policy number and coverages to service providers for the provision of specific services such as inspections and appraisals after a claim and marketing our insurance products. For purposes of fraud prevention, we also participate in several insurance industry supported databases of reported claims and additional driver information. We may disclose information to organizations conducting actuarial or research studies and to companies that perform research and marketing services on our behalf.

Amendatory Endorsement - Florida

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

Section V - GENERAL CONDITIONS. Legal Action Against Us is deleted and replaced by the following:

Legal Action Against Us

You agree not to bring legal action against us unless you have first complied with all conditions of this policy. You also agree to bring any action against us within five years after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined.

Section V - GENERAL CONDITIONS, Cancellation, Item 2. Our Cancellation is deleted and replaced by the following:

2. Our Cancellation

We may cancel this policy subject to the following provisions:

A. When this policy has been in effect for ninety (90) days or less:

1. We may cancel immediately with no written notice if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
2. We may cancel with twenty (20) days notice for any reason, except we may not cancel:

(a.) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or

(b.) On the basis of filing of claims for partial loss caused by sinkhole activity damage or clay shrinkage, the total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(c.) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

B. When this policy has been in effect for more than ninety (90) days, we may cancel with ninety (90) days notice:

1. If there has been a material misstatement;
2. If the risk has changed substantially since the policy was issued;
3. In the event of failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
4. If the cancellation is for all insureds under policies of this type for a given class of insureds;
5. On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or

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

CASE NO. _____
PROBATE DIVISION
DIVISION: JUDGE COLIN

TED S. BERNSTEIN, as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008; DONALD TESCHER and ROBERT SPALLINA, as co-Successor Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012,

Plaintiffs,

vs.

ELIOT BERNSTEIN; and
CANDICE BERNSTEIN,

Defendants.
_____/

COMPLAINT FOR APPOINTMENT OF GUARDIAN OR TRUSTEE FOR GRANDCHILDREN OF SETTLOR

Plaintiffs, Ted S. Bernstein, as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008 ("Shirley Trust"), and Donald Tescher and Robert Spallina, as co-Successor Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 ("Simon Trust") sue Defendants, Eliot Bernstein, Individually ("Eliot"), and Candice Bernstein, Individually ("Candice"), and state:

INTRODUCTION

1. This is an action seeking the appointment of a guardian or trustee to administer certain trusts created for the benefit of Eliot's and Candice's three minor children, each of whom is

a grandchild of the Simon and Shirley Bernstein and a beneficiary of the Simon Trust. The trust language designates Eliot as the trustee of the newly created trusts, but Eliot has demonstrated that he is incapable of exercising any fiduciary duty and that he will use the children's inheritance for his own personal wants. The problems dealing with Eliot are magnified because his parents' testamentary documents disinherit him. Indeed, in the Simon Trust and in the Last Will of Simon L. Bernstein, Simon left no part of his residuary estate or Trust to Eliot.

2. Now, despite the fact that neither Eliot nor Candice is a beneficiary of either of the Trusts, and despite the fact that neither Eliot or Candice has any employment or earnings, they have made outrageous demands against the Trusts for cash payments, including demanding that the trusts reimburse them: (i) $9,000 per month ($108,000 annually) for items which are necessary for their survival and not luxuries; (ii) $80,000-plus per year for private school; (iii) thousands per month for household expenses, interest, taxes, insurance, electricity, phone, etc.;[1] (iv) $38,000 for legal fees; and much more. For example, Eliot and Candice have demanded that the Trust pay ~~$7,600~~ for a "necessary" lacrosse trip to Israel over the recent winter break, so that their sons could play lacrosse.

3. Conservatively, Eliot and Candice are demanding to be paid nearly $250,000 per year to live a grandiose Boca Raton lifestyle, which is impossible given the fact that Eliot received no inheritance and has not maintained a real job for as long as anyone can remember.

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[1] Simon "bought" Eliot's family a house in Boca Raton, but did not give Eliot any ownership or other rights with respect to this home. The house is owned by Bernstein Family Realty, LLC, which is beneficially owned by trusts benefitting Eliot's children, but their are two mortgages – one held by Simon's estate – which exceed the market value of the house. While he was alive, apparently Simon individually or through trusts arranged for payment of all housing expenses for Eliot. There was nothing left after Simon's death for Eliot or to pay the expenses of the house.

4. Since Simon's death, Eliot and Candice already have wasted the assets of three intervivos trusts created by Simon, for the benefit of his three grandchildren who are Eliot's sons. No doubt some of that money has benefitted the real beneficiaries, but neither Eliot nor Candice appear capable of making rational financial decisions – moving to a smaller home; putting children in public schools; eating at home instead of eating in or taking out from restaurants; or otherwise living within their personal means. In addition, Eliot throws out challenges in one form or another to everything done in regard to the estate planning, will and trust, with no regard for the expense or the damage he is doing to the other beneficiaries.[2]

5. In one sense, Eliot has nothing so he acts as if he has nothing to lose, but in the process he is harming the interests of his own children and jeopardizing the value of their sizeable, but not enormous, inheritances. Plaintiffs believe that if Eliot is left at the helm of these newly created trusts, Eliot would deplete them entirely within two or three years. Simon did not wish to leave anything to Eliot or Candice – not even their personal residence – and purposely did not name Candice as a replacement trustee. Thus, it is imperative that a neutral, experienced, third-party be appointed by the Court as a guardian or trustee to look after the best interests of Eliot's children.

6. Making matters worse, Eliot and Candice have accompanied their outrageous demands with the threat that if the demands are not met, Eliot would engage in a campaign to attack,

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[2] By way of example, there is a separate insurance trusts which is the named beneficiary of a $1.6 million life insurance policy. Eliot should receive 1/5 of that money, but he has refused it and challenged the distributions. This is causing delay in the release of the funds – they have been interplead in Illinois federal court. This is causing everyone except Eliot, who is *pro se*, to spend money on professionals. Eliot is taking these actions despite the fact that Simon explained his estate plan to all five of his children, including Eliot, and advised that the five children each would receive 1/5 of the insurance proceeds, and the remainder of his estate/trust would be left equally to his ten grandchildren.

extort, threaten and tarnish the reputations of the Trustees and professionals administering these Trusts and the related Estates of Shirley Bernstein and Simon Bernstein. In an email dated January 3, 2014, Eliot demanded that the requested amounts be paid immediately "or further actions will continue to be taken both civilly and criminally against you for your part in what is alleged already in civil and criminal complaints as EXTORTION and more."

7. As demonstrated below, Eliot has made good on many of these threats by publishing false statements on the internet and by "suing" or "naming as respondents" every professional, including every counsel who appears for the current fiduciaries. He has accused everyone of committing fraudulent and criminal acts, and has suggested that his father was murdered. Eliot's actions are intentionally designed to intimidate and cause financial harm to his victims. His conduct includes, among other things, re-publishing various court documents with lurid commentary and misleading headlines such as:

- Kimberly Moran Florida Notary Public, Tescher and Spallina Law Firm (Robert Spallina and Donald Tescher), Ted Bernstein of Life Insurance Concepts and the Bernstein Family Foundation are involved in Estate Fraud, Insurance Schemes, Fraud on the Courts, Forgery, Possible Murder and other illegal and unethical behavior. The Judge in the Case is Judge Martin H. Colin. http://tedbernsteininsurance.blogspot.com

- In March of 2012 Donald Tescher was awarded by the "MITZVAH SOCIETY" for allegedly being a "CARING ESTATE PLANNING PROFESSIONALS". Yet it is clear from the court documents above, that Donald Tescher and TESCHER & SPALLINA, P.A will do as they please after you die, regardless of what your TRUE wishes are and regardless of how much you pay him, or to what lengths, efforts and legal means you go to prepare your ESTATE to be handled per your wishes. www.attorneycorruption.com

- Ted Bernstein, Life Insurance Concepts involved in Fraud on the Court, Forgery, Yet wants you to TRUST him with your Insurance

Needs??? www.facebook.com/pages/Life-Insurance-Concepts-Ted-Bernstein-Boca-Raton-1399218733656570?ref=stream

8. Indeed, Eliot wrote to the undersigned counsel on January 3, 2014, threatening to sue or advising that a suit has been filed:

> In light of these issues I would not sweat the small name formality stuff as this is the wild west of the Internet and people even abbreviate the strangest of things. However, I will spell out clearly that I would like a reply to my repeated request to know if you have notified your liability carrier(s) of your involvement in the case as Respondent and your conflicting and alleged inappropriate representations of others thus far and possible involvement in criminal activity and a mass of torts. I have requested several times that you please provide me with your carrier information and contact and you refuse.

9. This story sounds comical, and might be if it were not true. It is not clear whether Eliot is clinically ill or simply enjoys playing a game of sabotage against persons who do not do what he demands, but this is not the first time he has behaved this way. Among the prior targets of Eliot over the years are: Proskauer Rose LLP, and, all of its Partners and attorneys (who allegedly stole a 13 trillion dollar invention and tried to murder Eliot); Foley & Lardner LLP and all of its Partners and attorneys; the State of Florida, The Florida Bar and all seven Florida Supreme Court Judges; and countless others. Essentially, anyone whose path crosses Eliot's, including the current fiduciaries, will be sued by him. At some point, this nonsense must end and that time has arrived.

10. There is a real and immediate need on part of Plaintiffs for intervention by this Court, guidance and instructions, an order appointing someone other than Eliot to oversee his children's inheritances, and injunctive relief to protect the current fiduciaries and the court-appointed guardian/trustee.

11. Accordingly, for the reasons set forth below, Plaintiffs request that the Court: (i) replace Eliot as "Designated Trustee" of certain Trusts created under the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 for the Benefit of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein (the "Grandchildren Trusts"); (ii) determine that Eliot lacks standing to pursue any claims or raise any issues in the Probate estates or this Trust matter; (iii) enjoin Eliot from publishing false statements or using the internet as a means of harassing and intimidating this Court's fiduciaries; and (iv) enter such other orders as are necessary to protect the best interests of the beneficiaries of the Trusts.

FACTUAL BACKGROUND

12. For many years before their deaths, Simon and Shirley Bernstein (the "Parents") provided substantial financial support to just Eliot and his family, consisting of his wife Candice and three minor boys, Daniel, Jacob and Joshua ("Eliot's Family"). While the Parents were alive, they provided to Eliot's family more than $100,000 per year in support, including through the creation of certain trusts. Although this largesse was altruistic, it also was used as a means to control Eliot.[3]

13. Over the course of many years, Eliot's family spent and spent and spent money, and expected the Parents to cover the bills. That the Parents did cover many bills helps explain, in part, why their estates and trusts were not larger. Indeed, the principal cause of difficulty in this case is

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[3] On August 15, 2007, Eliot and Candice entered into a written agreement with the Parents as part of the Parents' supposed estate planning. Under the terms of that agreement, the Parents would pay $100,000 per year, spread out monthly, as an advance against Eliot's inheritance. The payments would cover all health insurance premiums for Eliot's Family and the balance could be used for living expenses. Per the terms of this agreement, the payments would reduce, dollar-for-dollar, "the amount you will ultimately inherit." As a condition of receiving the $100,000, Eliot had to agree to harass or threaten to sue or initiate litigation with any member of the family. He also had to allow the Parents to see their grandchildren at least four times per year. Eliot and his wife Candice signed the agreement.

that Eliot believes that his parents left an estate values between $40 million and $100 million, and made elaborate and special plans just for his family. In reality, the total left behind by both Parents was much closer to $4 million, and Eliot was completely disinherited in the testamentary documents. The only elaborate estate plan provides for Eliot to receive a portion of a $1.6 million life insurance policy (of which Eliot may receive $300,000 if he *loses* the Illinois interpleader lawsuit or nothing if he *wins* that lawsuit). There is nothing else for Eliot. And, Eliot's children are beneficiaries of the pour-over estate and a trust, but only to the extent of one-tenth each (the monies are split equally between 10 grandchildren). Thus, Eliot's Family is maxed out at $1 million or so, on a best case basis.

14. The Successor Trustee could make an interim distribution to Eliot's three children, into trusts, but Eliot is the Designated Trustee. First, Eliot is refusing to accept any distribution, which is somehow "tainted" and "corrupt." Moreover, even if he would set up the trust account and allow his children to receive their interim distribution, Eliot is not competent or capable of administering the money for the best interests of his children. Indeed, since both Parents died – Shirley in 2010 and Simon in 2012 – Eliot's family has continued their spendthrift ways, quickly burning through $250,000 in three children's trusts. Having depleted entirely those trusts administered by Oppenheimer, who want to resign due to the fact that there is nothing left to administer, Eliot now expects that it is the burden of the Successor Trustee to fulfil their every need or desire, regardless of the cost, and presumably for the rest of their lives, which is not a trustee's duty.

15. When Ted Bernstein, as Trustee, refuses a request, he is personally attacked and he is extorted to pay monies, primarily by a relentless assault on his character and on his counsel. The

attacks are not only against Ted but his insurance business, and consist of vicious and false materials being disseminated onto the internet. Transcripts of these proceedings and pleadings filed in this Court are being published and editorialized with sensationalism by an internet blogger of ill-repute working with Eliot. One headline, on December 10, 2013, reads: "Ted Bernstein, Life Insurance Concepts involved in Fraud on the Court, Yet wants you to TRUST him with your Insurance Needs????"

16. These false accusations of theft are serious and have the potential to harm Simon's trusted son, Ted, in the pursuit of his insurance business. Ted and his father were both involved in the insurance industry, and for the period from 2003 to his death, worked together in at least several business. The fruits of Ted's and Simon's business efforts helped sustain Eliot's Family, but now that there is no cash flowing to Eliot, he is back to his old ways of harassing, threatening to sue and initiating litigation with members of the family.

17. Eliot is interfering with the Trustee's job as a fiduciary, and is demanding ever more money to try to keep an unsustainable lifestyle going. Although it sounds like an exaggeration – and would be if it did not come directly from Candice – Eliot's Family needs free housing plus more than $250,000 per year just to get by:

> Attached are the home and family expenses many past due now for three months for my family. As you are all well aware, these expenses have been paid through Bernstein Family Realty LLC (BFR) by Rachel Walker and then Oppenheimer since my father died and were paid for 6 years prior by my father and mother while they were alive. These expenses for our family's living expenses were to be paid for through my family's inheritance monies when my father and mother died, as set up in elaborate estate plans they did together exclusively for my family, due to our special circumstances. There was to be no interruption in these life sustaining payments for my family after they died. Now that Oppenheimer has somehow, almost

> three months ago, transferred our family bills and expenses to Ted and Robert to handle, without our consent and then resigned as Manager of BFR and anointed Ted as successor, a company owned by my children that has been paying the expenses for almost 8 years, acting on the advice of Spallina, the bills suddenly and without warning are now not being paid. These bills include payment of reimbursements to Candice for food and other daily living expenses for the boys, monies we have advanced from our limited monies and have always been reimbursed for to pay for the next month's groceries, etc. This failure by the alleged fiduciaries of the estates put us desperately and dangerously low on food for the kids and other essential medical and other needs. Since Ted and Robert have taken control of my family's bills and their payments, utilities have been shut off already for the first time ever, without any notice they were intending on discontinuing them to either the provider or my family, causing extreme hardships on our family.

18. Candice appears to be just as delusional as Eliot, given that ~~he~~ her list of "essentials" includes approximately $9,000 per month on credit cards just for the basics, as Candice confirmed in an email dated November 21, 2013:

> We don't spend frivolously and don't think our requests to maintain basic needs are unreasonable, considering there is substantial funds available for these purposes due our family from the estates. Until things can be sorted in the courts . . . we hope you maintain as a fiduciary a level of continuity in regards to our family's best interest and their overall needs for their health, education, maintenance, and support, as were the wishes of Mom and Dad in their estate plans.

19. Eliot's Family lives in a home owned by ~~the~~ Bernstein Family Realty, LLC, and ~~are~~ to pay nothing toward the two mortgages totaling $475,000, or the taxes, insurance, utilities, etc., all of which is supposed to be covered by their Parents. There unpaid 2013 property taxes are $5,569.25. Eliot cannot pay his Comcast bill ($504.59); his Verizon phone bill ($925.68); or the FPL electric bill. For humanitarian reasons, for the past few months Ted Bernstein, as Trustee, has paid these essential bills to keep the lights on. There are monies available which ultimately will be

distributed Eliot's three children, but the Trustee cannot do more without guidance from this Court.

20. In addition to the housing expenses, and approximately $108,000 spent on credit cards per year, just for the bare essentials, all three of Eliot's children attend St. Andrews School, an elite and expensive private school in Boca Raton. Neither Eliot nor Candice – neither of whom is currently employed – can possibly afford this school. From that school's website, it reports that for this school year the tuition is $24,275 for the one child in middle school and $26,280 each for the two in the upper school, for a total cost of at least $80,000, not including extra-curriculars, sports, private lacrosse lessons, etc.

21. To date, Eliot and his wife have burned through untold sums given to them by the Parents and, since the Parents' deaths, more than $250,000 from the children's prior trusts, the one administered by Oppenheimer. Now, they are demanding that the Successor Trustee continue to pay for their children to attend school: "Any delay to payment on your behalf will only cause un-necessary late fees, interest charges and possible litigation as we are half way through the school year. Delaying payments for their education is not 'saving' money it is merely costing more money in fees. Being that Josh is close to graduating there is no benefit or savings in refusing payment to them, other than if your intention is to cause immediate harm to three minor children."

22. If Eliot and Candice can afford to keep their children in a school such as St. Andrews, that is their decision. But obviously they cannot if they cannot pay for basic food and shelter, or tuition. In the Trustee's view, and recognizing that it is not his decision, Eliot should seek financial assistance from the school or consider moving the children to Palm Beach County Public Schools.

23. Eliot and Candice also demanded another $8,000 to send their boys on a lacrosse trip to Israel for two of ~~your~~ their sons to play in a few games over the Christmas break. The Trustee, a

respected businessman and member of the community, was advised that if he did not give in to these demands there would be repercussions:

> If you fail to respond within 24 hours, we will begin to notify all interested parties (i.e. schools, utility companies, the Jewish Federation and others who are injured as a result) of the reasons and causes why they are not being paid, including noticing them all of the fraud and forgery in the estate of my mother and who is responsible, including but not limited to, Tescher, Spallina, Moran, Lindsay Baxley and Ted, in hopes they may understand the situation and work with us due to these extreme circumstances that have been created by your unclean hands as fiduciaries and until we can resolve all the matters both civilly and criminally.

24. Against this backdrop, the Trustees seeks guidance and direction from the Court as to how to respond to these requests as a fiduciary; requests that the Court appoint a trustee or guardian who can oversee and administer the monies available for distribution to Eliot's children; and requests that the Court direct all parties and beneficiaries to litigate the issues in this case in the courtroom, not through extortion and a smear campaign when Eliot does not get his way. The Trustees are fiduciaries of this Court, as are the counsel for the Trustees, and this Court is the appropriate forum to address issues when someone threatens that fiduciary.

GENERAL ALLEGATIONS

25. This is an action for equitable relief pursuant to Florida Statutes Chapters 86 and 736, including but not limited to Florida Statute 86.041 and Florida Statute 736.0201.

26. This Court has subject matter jurisdiction over this action pursuant to Palm Beach County Administrative Order No. 6.102 and Florida Statute 736.0203.

27. Venue is proper in Palm Beach County, Florida pursuant to Florida Statute 736.0204, as all of the named Defendants reside in Palm Beach County, Florida.

28. Plaintiff, Ted S. Bernstein is a son of Shirley Bernstein; Ted S. Bernstein is sui juris and is a resident of Palm Beach County, Florida.

29. Ted S. Bernstein is the currently serving Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008. Ted S. Bernstein became the Successor Trustee of the Shirley Bernstein Trust as a result of the death of his father, Simon L. Bernstein, on September 13, 2012.

30. Simon L. Bernstein began serving as Successor Trustee of the Shirley Bernstein Trust as a result of Shirley Bernstein's death on December 8, 2010. Simon L. Bernstein continuously served as Successor Trustee until his death. A true copy of the Shirley Bernstein Trust Agreement dated May 20, 2008 is attached hereto as Exhibit "A" and incorporated herein by reference.

31. The Last Will and Testament of Simon L. Bernstein dated July 25, 2012 has been admitted to probate in Palm Beach County, Florida under Case No. 502012CP004391XXXXSB. A copy of said Will is attached hereto as Exhibit "B" and incorporated herein by reference.

32. Pursuant to Article II. of the Last Will and Testament of Simon L. Bernstein dated July 25, 2012, Simon L. Bernstein exercised the special power of appointment granted to him under Article II, E.1 of the Shirley Bernstein Trust.

33. As a result of Simon L. Bernstein's exercise of the special power of appointment, the remaining assets under the Shirley Bernstein Trust are to be added to the assets of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012. A copy of said Trust Agreement is attached hereto as Exhibit "C" and incorporated herein by reference.

34. Pursuant to Article II. B. of Simon Bernstein Trust, the remaining Trust assets (inclusive of the assets appointed from the Shirley Bernstein Trust) pass to Trusts for the benefit of Simon Bernstein's ten grandchildren.

35. Pursuant to Article IV, C.2.b., of the Simon Bernstein Trust the parent of each grandchild that is a child of Simon L. Bernstein shall serve as Trustee of such grandchild's Trust.

36. Defendant, Eliot Bernstein, is a son of Simon L. Bernstein. Eliot Bernstein is a resident of Palm Beach County, Florida. Eliot is the natural father of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein who are all grandchildren of Simon L. Bernstein. Daniel Bernstein was born on November 26, 2003. Jacob Bernstein was born on January 1, 1999. Joshua Bernstein was born on August 27, 1997. Thus, Eliot is the putative designee under the Simon Trust to serve as Trustee for Daniel, Jacob and Joshua.

37. Eliot is not currently serving in the United States military.

38. Defendant, Candice Bernstein, is a resident of Palm Beach County, Florida.

39. Candice is the spouse of Eliot and natural mother of Daniel, Jacob and Joshua.

40. Candice is not currently serving in the United States military.

41. Pursuant to Article IV, C.2b., of the Simon Bernstein Trust, Eliot is the designated or nominated Trustee of the separate Trusts for the benefit of Daniel Bernstein, Jack Bernstein and Joshua Bernstein. However, there are serious concerns as to Eliot's ability to serve in that role, including the fact that he and Candice already have burned through enormous sums and, in part, because many years ago Eliot was diagnosed as having a paranoid personality with a constant thought of revenge against those he feels are against him. The persons who are now most against him are the Plaintiffs and their counsel.

42. Eliot's refusal to accept that he was disinherited entirely, and that these estates and trusts contain a very limited pool of money for the benefit of his children. and his erratic/threatening behavior cause Plaintiffs to question his capacity to serve as trustee for his children's trusts.

43. All conditions precedent to bringing this action have been met, satisfied or waived.

44. Plaintiffs have retained Mark R. Manceri, P.A. to represent ~~him~~ them in these proceedings and ~~has~~ have agreed to pay a reasonable fee for its services.

COUNT I

DECLARATORY RELIEF

45. Plaintiffs restate paragraphs 1 through 44 above are hereby restated as if specifically set forth herein.

46. Plaintiffs, in particular the Successor Trustee of the Shirley Trust, holds assets which, as a result of Simon Bernstein's exercise of the special power appointment, are to be distributed by him in newly created Trusts for the benefit of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein. The estimated value of each Trust at the time of their initial funding is ~~$250,000.00~~ $100,000.

47. Eliot has demonstrated that he is not qualified or capable of acting as Trustee of the Trust solely in the best interests of his children.

48. Eliot does not have any meaningful or gainful employment nor has he had such employment over at least the last ten years. Indeed, Eliot has not produced any meaningful earned income over the last ten years.

49. Upon information and belief, Candice Bernstein is currently unemployed nor has she produced any material earned income over the last 3 years.

50. Eliot announced in open Court on September 13, 2013 that he has a conflict of interest with Daniel, Jacob and Joshua in that he believes the Trust funds left for the benefit of his children should have been devised to him. Copies of pages 63, 64 and 65 of the Hearing transcript are attached hereto as Composite Exhibit "D" and incorporated herein by reference.

51. Eliot has demonstrated a pattern of demanding the Trust funds established for the benefit of Daniel, Jacob and Joshua be applied to cover his and Candice 's obligations and expenses. As an example, Daniel, Jacob and Joshua are beneficiaries of separate Trusts for their benefit, each titled the Simon Bernstein Irrevocable Trust Agreement dated September 7, 2006. A copy of said Trust Agreements is attached hereto as Exhibit "E" and incorporated herein by reference.

52. Attached hereto as Composite "F" are recent disbursement schedules for each of the foregoing Trusts.

53. As can be seen, the total "Household Expenses" disbursed cumulatively from the Trusts is approximately $150,000.00.

33. These "Household Expenses" include virtually every personal expense incurred by Eliot and Candice. Upon information and belief, this would include but not be limited to groceries, automobile related expenses, travel, entertainment, dining and expenses to maintain and operate the home they live in.

54. Additionally, Daniel, Jacob and Joshua are enrolled at the St. Andrew's School at a combined tuition of approximately $80,000 per year. Eliot and Candice have paid no portion of said tuition payments.

55. Eliot and Candice have also demanded exorbitant, improper distributions from the Trusts, including $8,000 to ~~play~~ pay for a trip to Israel by Joshua and Jacob to play a few games of lacrosse. A further demand was made for an additional $1,100.00 to pay on a local lacrosse "travel" team.

56. Eliot has also exhibited a pattern of irrational behavior. Eliot Bernstein's irrational behavior is demonstrated by threats, criminal prosecution and liable and slanderous statements in

an attempt to extort what would otherwise be improper Trust distributions for his personal benefit, as opposed to the benefit of Daniel, Jacob and Joshua.

57. Eliot's behavior has reached to such a deplorable level that he continuously accuses the persons appointed by his parents, Simon and Shirley Bernstein, to serve in fiduciary roles under their respective estate plans of fraud and criminal behavior, in order to disparage them personally and professionally in their local communities. The information is also disseminated over the internet without many regard the negative impact such information may have.

58. Nonetheless, in deference to Simon and Shirley Bernstein, those involved have steadfastly continued to exercise the fiduciary duties and responsibilities owed to Daniel, Jacob and Joshua with the goal of insulating and protecting them from the reckless and irresponsible behavior of their father, Eliot.

59. Based on all of the above, there is a real and immediate concern that Eliot is not qualified and is incapable of properly exercising his fiduciary duties solely for the benefit of Daniel, Jacob and Joshua.

60. Rather, there is a real danger based on what has taken place that Eliot will use the Trust funds under his control for his personal benefit to the financial detriment of Daniel, Jacob and Joshua. Plaintiffs, and in particular Ted Bernstein, as Trustee, is very concerned that his nephews will not exclusively benefit from the Trust funds established by Shirley Bernstein.

61. This is particularly so, in light of the fact that Eliot has not and does not have any real, substantive employment nor any real income, while embarking to a work-free life style of a person with significant means.

62. Eliot should not exercise control over the Trusts for the exclusive benefit of Daniel, Jacob and Joshua, and if allowed to do so it is likely that those funds would be improperly depleted and exhausted for his own personal gain in a relatively short time.

63. This Court needs to appoint an independent trustee or guardian ad litem to hold, manage and represent the beneficial interests of Daniel, Jacob and Joshua or take such other action the Court deems just, proper and appropriate to financially protect Daniel, Jacob and Joshua.

64. This Court also should protect the fiduciaries who are trying to fulfill the intent of the testamentary and trust documents from improper and unnecessary interference by Eliot, who is not even a beneficiary of the estates or the trusts.

WHEREFORE, for the reasons set forth below, Plaintiffs request that the Court: (i) replace Eliot as "Designated Trustee" of certain Trusts created under the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 for the Benefit of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein (the "Grandchildren Trusts"); (ii) determine that Eliot lacks standing to pursue any claims or raise any issues in the Probate estates or this Trust matter; (iii) enjoin Eliot from publishing false statements or using the internet as a means of harassing and intimidating this Court's fiduciaries; and (iv) enter such other orders as are necessary to protect the best interests of the beneficiaries of the Trusts.

Dated this ___ day of January, 2014.

MARK R. MANCERI, P.A.
Attorney for Plaintiff
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

Donald Tescher

From: Donald Tescher
Sent: Thursday, December 26, 2013 3:57 PM
To: 'tourcandy@gmail.com'
Cc: Robert Spallina; tbernstein@lifeinsuranceconcepts.com
Subject: Bernstein Estates

Candice - we have responded to both you and Eliot several times and have repeatedly requested meetings to resolve issues both through your attorneys and the two of you directly to no avail over the last year. For whatever reason you continue to believe that your children's trust monies are there to obviate your obligation to support your children which is simply not the case. You have an obligation to support them and Judge Colin made that clear at the very first hearing. All of this was brought on by yourselves based on Eliot's belief that your in laws were substantially wealthier than they were. Eliot is using the courts and other legal authorities in a way that is clearly frivolous and wasteful of everyone's time and money. This is not retaliation but the position we have been placed in due to Eliot's repeated attacks, slanderous accusations, misunderstandings and repeated mistrust. There is a substantial claim filed in Si's estate by Stansbury that takes precedence at this time (who Eliot has made a bedfellow for whatever reason). As a result, we have made no distributions to anyone. Ted as trustee of Shirley's trust did make some partial distributions and that issue was also addressed at the first hearing where Judge Colin again addressed Eliot on the proper course of action. Despite Eliot's refusal to open up trust accounts for your boys, Ted has paid necessities for your family (since the Oppenheimer trusts were depleted by your actions) to keep the house running. Notwithstanding that, how long will the two of you believe that your kids trusts have an obligation to support your family? You have interfered with the distribution of the insurance monies in Illinois which are available to you. Again, Eliot's desire to have the monies distributed to the estate to receive 10% more through your kids trusts as beneficiaries of the estate is nonsensical where Stansbury has a claim pending. Eliot continues to challenge every aspect of his parents estates with no basis other than the irregularities with the closing documents in Shirley's estate which has been ruled on by the court at this time. Your email below is additional posturing on your part in an attempt to prove we have not been proactive or attempted to resolve the issues. We have asked the two of you numerous times to sit down to reach a resolution. Eliot is and has always been the only impediment to receiving what your parents directed to your children's trusts and him individually. Until such time as we meet to get all the issues resolved there will be no bullying of us or Ted to make support payments to your children's trusts or to either of you for expenses which fall squarely on you as parents. You took your Volvo in for repair. It is your obligation to pay for that repair and not your children's trusts. Please advise a time to meet so that we can resolve the pending issues and move forward with all of our lives. We are ready to meet and are hopeful that the two of you are as well. Thank you.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any

Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

Donald Tescher

From: Candice Bernstein [tourcandy@gmail.com]

Sent: Thursday, December 26, 2013 9:59 AM

To: 'Ted Bernstein'; 'Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company '; 'Ted Bernstein'; Robert Spallina; Donald Tescher; 'Hunt Worth ~ President @ Oppenheimer Trust Company '; 'William McCabe Esq. @ Oppenheimer Trust Company'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'

Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq.'; 'Marc R. Garber, Esquire @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Lisa S. Friedstein'; 'Lisa'; 'Jill M. Iantoni'; 'Jill M. Iantoni'; 'Guy T. Iantoni @ GTI LIFE, Inc.'; 'Guy T. Iantoni'; 'Pamela Beth Simon'; iviewit@gmail.com

Subject: RE: Urgent reply requested re: interim emergency funds necessary

Ted, Robert and Don,

As alleged fiduciaries are you planning on not even responding to my letter below or are you planning on continuing to put our family at greater risk now not having a car or groceries? At the very least we are asking for an emergency interim distribution and there are various ways you can distribute some money and language in the trust documents and the operating agreements of Bernstein Family Realty, Bernstein Family Investments and Bernstein Holdings to accommodate our immediate emergency needs, especially since none of the recent court findings that now delay final distributions are our fault. We need you to take responsibility and stop your retaliation against our family that is forcing us to waste the courts time with your constant breaches of duties and harassment and provide us with the requested information and immediate funds that are necessary to support our family. Please reply and note that I have already sent you wire instructions to my account to transfer the funds and resolve these issues immediately. Also I asked you for a meeting time 3 weeks ago to resolve these matters and again have heard no response?

Currently for reimbursements for food, medical and home expenses etc that I have paid out of my personal monies for the kids for the last three months that I am owed back, respond with which of those you deem necessary, as I have already told you that the credit card bills are not my personal expenses but were reimbursable expenses of food, medical, and home needs for the kids and which have been reimbursed for almost seven years monthly, until you started handling our affairs three months ago. Please pay immediately all of the following,

For three months of previously unpaid reimbursements	26,093.44
For Legal Fees we have incurred to date	31,766.37
Volvo Service to Get our Car Out ASAP	3,400.00

Candice

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Monday, December 23, 2013 12:15 PM
To: 'Ted Bernstein'; 'Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company '; 'Ted Bernstein'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Hunt Worth ~ President @ Oppenheimer Trust Company '; 'William McCabe Esq. @ Oppenheimer Trust Company'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'
Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq.'; 'Marc R. Garber, Esquire @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @

Flaster Greenberg P.C.'; 'Lisa S. Friedstein'; 'Lisa'; 'Jill M. Iantoni'; 'Jill M. Iantoni'; 'Guy T. Iantoni @ GTI LIFE, Inc.'; 'Guy T. Iantoni'; 'Pamela Beth Simon'; 'iviewit@gmail.com'
Subject: Urgent reply requested re: interim emergency funds necessary

Ted,
Please find the attached invoice from Volvo. In the past, Bernstein Family Realty LLC through your dad and then Janet Craig at Oppenheimer paid for all auto expenses from Bernstein Family Realty. It is necessary at this time for you to make a payment directly to them today and they can send you a credit card authorization form as needed. We will not be able to get the car out of the repair shop and will have no transportation for the children if you do not act quickly. We have MD appointments for the kids, as well as, court dates as you know scheduled tomorrow and next week that we will need transportation for. Please advise quickly the best way for you to pay as the car is ready to pick up and will start to incur fees for the rental loaner car. Please reply as to how you would like to handle.
In addition if you can please release funds for the reimbursements submitted to you for household expenses including medical bills repayments submitted to you as those funds are desperately needed for the welfare of the children and were also used to buy food and other necessities as has been done in the past and always reimbursed. Again if you need to pay from Shirley Trust account or from Simon Trust account and deduct at a later time when things and the ultimate beneficiaries get sorted out in the courts and investigators please do so as interim emergency funds are desperately needed at this point due to the delays caused in final distributions caused by the Criminal FORGERIES and FRAUDULENTLY NOTARIZED documents and Frauds on the Courts that have taken place in the estates. Also please send over accountings and the other information requested of you regarding BFR over the last three months as we are looking for transparency in these matters you are currently handling since Janet turned them over to you directly over three months ago.
Candice

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, December 24, 2013 12:00 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: 'lindsay@lifeinsuranceconcepts.com'
Subject: Bernstein - invoices

Hi Mr. Bernstein:

Attached are several invoices sent to us by Mr. Manceri with regard to your mother's Estate.

Hope you and your family have a very Happy New Year!

Sincerely,

Kimberly

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 19, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed are the following invoices from Empire Legal Reporting:

1. Invoice dated 11/26/13 in the amount of $110.00. Please remit payment in the amount of $110.00 directly to Empire Legal Reporting.

2. Invoice dated 11/7/13 in the amount of $109.50. Please remit payment in the amount of $109.50 directly to Empire Legal Reporting.

3. Invoice dated 9/22/13 in the amount of $693.85. Please remit payment in the amount of $693.85 directly to Empire Legal Reporting.

4. Invoice dated 10/30/13 in the amount of $205.00. Please remit payment in the amount of $205.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11568	11/26/2013	13836
Job Date	**Case No.**	
11/19/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$110.00**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11568
Invoice Date : 11/26/2013
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13836
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

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LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11402	11/7/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin - EXCERPT JUDGE'S RULING	10.00 pages	@	5.95	59.50
e-transcript/pdf Package			35.00	35.00
Shipping & Handling			15.00	15.00
		TOTAL DUE >>>		**$109.50**

Thank you for your order. You can view our current locations from our website.
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(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$109.50**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

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Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11402
Invoice Date : 11/7/2013
Total Due : **$109.50**

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
10911	9/22/2013	12819
Job Date	**Case No.**	
9/13/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin	73.00 pages	@	5.95	434.35
5 Day Service Charge for Original & 1 Copy				109.50
Court Reporter Attendance Fee			85.00	85.00
Word Index & Condensed Transcript			15.00	15.00
CD & e-transcript Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$693.85**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$693.85**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 10911
Invoice Date : 9/22/2013
Total Due : $693.85

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 12819
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11324	10/30/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
Court Reporter Appearance - Commencing After Hours	95.00	95.00
TOTAL DUE >>>		**$205.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$205.00**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11324
Invoice Date : 10/30/2013
Total Due : $205.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 10, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a **past due** Statement dated December 9, 2013 from Advantage Messenger & Process. Please remit payment in the amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

STATEMENT

12/9/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Phone: (954) 491-7099
Fax: (954) 771-0545

Statement covers Unpaid Invoices through 12/9/2013.

Invoice	Inv. Date	Person Served			Amount	Status
2013003458	**10/10/2013**	**Bernstein, Candice**			**80.00**	**Past 30**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local) PERSONAL SERVICE			1.00	80.00	80.00	
2013003459	**10/10/2013**	**Bernstein, Eliot Ivan**			**40.00**	**Past 30**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local)			1.00	40.00	40.00	

TOTAL CHARGES:	$120.00
TOTAL PAYMENTS:	$0.00
TOTAL AMOUNT DUE:	**$120.00**

Current: $0.00 Past 30: $120.00 Past 60: $0.00 Past 90: $0.00 Past 120: $0.00

WE ACCEPT CREDIT CARDS

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 29, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
11/01/2013	Receipt and review e-mails from Brandon Pratt, Esq.; prepare proposed Order; instructions to Legal Assistant; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.; telephone conference with Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review First Request to Produce; receipt and review First Set of Interrogatories.	0.80	328.00
11/05/2013	Telephone conference with Ted Bernstein.	0.30	123.00
11/07/2013	Travel and attendance at meeting with Ted Bernstein and Robert Spallina, Esq.; receipt and review Hearing Transcript; revise Order; instructions to Legal Assistant; receipt and review e-mails from Brandon Pratt, Esq.	3.00	1,230.00
11/08/2013	Telephone conference with Robert Spallina, Esq.	0.20	82.00
	Receipt and review correspondence from Brandon Pratt, Esq.; receipt and review Motion to Withdraw; receipt and review Notice of Hearing; instructions to Legal Assistant; prepare correspondence to Judge Colin.	0.40	164.00
11/10/2013	Review file; draft Complaint.	1.50	615.00

		Hours	*Amount*
11/13/2013	Receipt and review e-mail from Ted Bernstein; prepare e-mail to Ted Bernstein.	0.20	82.00
11/14/2013	Telephone conference with Ted Bernstein and Robert Spallina, Esq.; receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mail from Ted Bernstein.	0.30	123.00
11/15/2013	Telephone conference with Ted Bernstein.	0.20	82.00
11/18/2013	Receipt and review e-mail from Ted Bernstein; receipt and review Order; review File; prepare for 11/19/13 Hearing.	0.30	123.00
11/19/2013	Travel and attendance at Hearing; prepare e-mail to Ted Bernstein; receipt and review e-mail from Brandon Pratt, Esq.; prepare correspondence to Ted Bernstein.	2.00	820.00
11/21/2013	Work on Complaint; receipt and review e-mail from Ted Bernstein; conference call with Ted Bernstein, Alan Rose, Esq. and Robert Spallina, Esq.	0.80	328.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***10.00***	***$4,100.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		65.00
	Postage		24.00
	Fax Fee/Incoming & Outgoing		2.00
	TOTAL ADVANCED CLIENT COSTS:		***$91.00***
	TOTAL CURRENT CHARGES:		***$4,191.00***
	PREVIOUS BALANCE		***$12,510.50***
	TOTAL NOW DUE		***$16,701.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 9, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a Statement dated November 26, 2013 from Empire Legal Reporting. Please remit payment in the total amount of $110.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11568	11/26/2013	13836
Job Date	**Case No.**	
11/19/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11568
Invoice Date : 11/26/2013
Total Due : **$110.00**

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13836
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 19, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a copy of a First Request to Produce Directed to Eliot Ivan Bernstein dated December 19, 2013.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN,	PROBATE DIVISION
Deceased.	CASE NO: 502011CP000653XXXXSB
ELIOT IVAN BERNSTEIN, PRO SE	DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

FIRST REQUEST TO PRODUCE DIRECTED TO ELIOT IVAN BERNSTEIN

COME NOW, Theodore Stuart Bernstein a/k/a Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, by and through their undersigned counsel and hereby files this their Request to Produce Directed to Eliot Ivan Bernstein a/k/a Eliot I. Bernstein a/k/a Eliot Bernstein and in support thereof state, as follows:

Respondents, Theodore Stuart Bernstein a/k/a Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, request that the Petitioner, Eliot Ivan Bernstein produce the following documents, data, papers, etc. at the office of Mark R. Manceri, P.A., 2929 East Commercial Boulevard, Suite 702, Fort Lauderdale, Florida 33308, on or before

thirty (30) days after the Service of this Request, for inspection and/or photocopying:

I. INTRODUCTION

The documents requested in paragraphs 1 through 6 below shall be deemed directed toward each of the following named entities (letters A through M, inclusive).

A. Iviewit Holdings, Inc. - DL

B. Iviewit Holdings, Inc. - DL

C. Iviewit Holdings, Inc. - FL

D. Iviewit Techologies, Inc. - DL

E. Uviewit Holdings, Inc. - DL

F. Uviewit.com, Inc. - DL

G. Iviewit.com, Inc. - FL

H. Iviewit.com, Inc. - DL

I. I.C., Inc. - FL

J. Iviewit.com LLC. - DL

K. Iviewit Corporation. - FL

L. Iview, Inc. - FL

M. Iviewit, Inc. - DL

II. ENTITY DOCUMENTS TO BE PRODUCED

1. Copies of all tax returns (state or federal) filed with any taxing authority.

2. Copies of all corporate books and records, including any filings with federal,

state or local governmental agency.

3. Copies of all bank records, checkbooks, cancelled checks or bank statements.

4. Copies of all documents relating to any capital contribution(s).

5. Copies of all documents relating to any shareholder distributions or dividends.

6. Copies of all documents relating to any loan(s), whether as a debtor or creditor.

III. INDIVIDUAL DOCUMENTS TO BE PRODUCED

7. Copies of all tax returns (state or federal) filed by Eliot Ivan Bernstein, whether in the name of Eliot Ivan Bernstein individually or jointly with any other person.

8. The current C.V. (curriculum vitae) or resume of Eliot Ivan Bernstein.

9. All financial books and records (i.e. brokerage statements, bank statements, cancelled checks, credit card receipts, credit card statements and loan documents) relating to Eliot Ivan Bernstein, whether individually or jointly with any other person.

10. All documents relating to any form of communications by and between Eliot Ivan Bernstin and William Stansbury (including any of his attorneys or other agents) relating to Simon Bernstein, Shirley Bernstein, Theodore Bernstein, the Estate of Simon Bernstein, the Estate of Shirley Bernstein or any business entity in which Simon Bernstein had an ownership interest.

IV. INSTRUCTIONS

1. Unless otherwise specified, the time period covered by this Request to Produce ("Request") is the period from January 1, 2004 to and through the date of your response to this Request.

2. Unless otherwise specified, the documents covered by this Request are limited to those that were prepared, sent, received, dated or in effect at any time during the period from January

1, 2004 to and through the date of your response to this Request.

3. For each document for which objection to copying is made, be prepared to file a Privilege Log with Court setting forth:

(a) The name and title of the author;

(b) The name and title of each person to whom the document was addressed;

(c) The names and titles of those to whom copies of the document were sent;

(d) The date;

(e) The number of pages;

(f) A brief description of the subject matter;

(g) The nature of the claimed privilege;

(h) The paragraph to which the document is otherwise responsive; and

(i) The exact location where the original and each copy were kept as of the date of receipt of this Request.

V. DEFINITION OF TERMS

1. A communication or document "relating" to any given subject means any communication or document that constitutes, contains, embodies, reflects, identifies, states, refers to, or is in any way pertinent to that subject, including, without limitation, documents concerning the preparation of other documents.

2. The word "document(s)" shall mean any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or transcribed, including the original and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax bulletins, e-mails, meetings, or other communications, interoffice and intra-office telephone calls, diaries, chronological data, minutes, books, reports, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, transcripts, statistics, surveys, magazine or newspaper articles, releases (and

any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphs or oral records or representations of any kind, including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures and electronic, mechanical or electric records or representations of any kind (including without limitations, tapes, cassettes, discs and recordings).

VI. DESTROYED DOCUMENTS

If any documents responsive to this Request were at one time in existence, but have been lost or destroyed, a list should be provided of the documents so lost or destroyed, stating the following information for each such document: (a) the type of document; (b) the date on which it ceased to exist and circumstances of its loss or destruction; (c) the identify of all persons having knowledge of the circumstances of its loss or destruction; and (d) the identify of all persons having knowledge of its contents.

VII. MANNER OF PRODUCTION

Pursuant to Rule 1.350, you shall produce the original documents in the form, order and manner in which they are maintained in your files or other persons under your control. In this connection, and for the purposes of illustration, documents are to be produced in the file folders and file cartons in which they have been maintained or stored, clipped, stapled, or otherwise arranged in the same form and manner as they were found. In the alternative, you shall segregate all documents according to the specifications of this Request, and shall organize and label each group of documents with the appropriate specification prior to production. If any document is responsive to more than one specification of this Request, it should be labeled to reflect each specification to which it is responsive.

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CASE NO: 502011CP000653XXXXSB

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to the persons listed on the attached Service List, this 19th day of December, 2013.

Mark R. Manceri, Esq.

SERVICE LIST

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 13, 2013

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Simon Bernstein, Case No.: 502012CP004391XXXXSB

Dear Don:

Enclosed is a copy of a Notice of Filing dated December 13, 2013.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Electronically Filed 12/13/2013 01:36:53 PM ET

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB
DIVISION: FRENCH

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

NOTICE OF FILING

PLEASE TAKE NOTICE that the following copies of which are attached hereto, have been filed of record with the Clerk of this Court.

1. Summary of docket entries in the Estate of Simon Bernstein relating to pleadings or other papers filed by or relating to Eliot Ivan Bernstein, attached hereto as Exhibit "A" and incorporated herein by reference.

2. Summary of docket entries in the Estate of Shirley Bernstein, Case No. 502011CP000653XXXXSB relating to pleadings or other papers filed by or relating to Eliot Ivan Bernstein, attached hereto as Exhibit "B" and incorporated herein by reference.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

FILE NO.: 502012CP004391XXXXSB

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail to all parties on the following Service List, this 13th day of December, 2013.

_____
Mark R. Manceri, Esq.

FILE NO.: 502012CP004391XXXXSB

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Estate of Simon L. Bernstein - Case No. 502012CP004391XXXXSB

Filing Date: 06-May 6, 2013
Filing Party: Elliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, F/b: Eliot Ivan Bernstein

Filing Date: May 8, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Signed by Judge M. Colin

Filing Date: May 9, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representative Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Judge Martin H Colin

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition by Eliot Ivan Bernstein

Filing Date: May 30, 2013
Filing Party: French, Judge David E
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More - Denied as an Emergency

EXHIBIT "A"

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Simon Bernstein and More Filed by Petitioners, F/b: Eliot Bernstein

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Disposition Amount:
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Simon Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRs and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate Of Shirley; Continued Mot. For Removal of Alleged PR and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 9, 2013
Filing Party: Judge French
Docket Text: Order Denying Petitioner's Emergency Motion Filed September 4, 2013, Judge David E French

Estate of Shirley Bernstein - Case No. 502011cp000653xxxxsb

Filing Date: May 6, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Eliot Ivan Bernstein

Filing Date: May 8, 2013
Filing Party: Colin, Judge Martin H
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition - Eliot Ivan Bernstein

Filing Date: May 31, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets. Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More- Proof of Service to All Interested Parties Served in Accordance with this Court Order, Judge Martin H Colin

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Filed by Petitioner, F/b: Eliot Bernstein

EXHIBIT "B"

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds, F/b: Eliot Ivan Bernstein

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Shirley Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRS and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate; Continued Mot. For Removal of Alleged P.R. and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 25, 2013
Filing Party: Judge Colin
Docket Text: Order on Notice of Emergency Motion to Freeze Estates, Judge Martin H Colin

Estate of Simon L. Bernstein - Case No. 502012CP004391XXXXSB

Filing Date: 06-May 6, 2013
Filing Party: Elliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, F/b: Eliot Ivan Bernstein

Filing Date: May 8, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Signed by Judge M. Colin

Filing Date: May 9, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representative Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Judge Martin H Colin

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition by Eliot Ivan Bernstein

Filing Date: May 30, 2013
Filing Party: French, Judge David E
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More - Denied as an Emergency

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Simon Bernstein and More Filed by Petitioners, F/b: Eliot Bernstein

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Disposition Amount:
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Simon Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRs and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate Of Shirley; Continued Mot. For Removal of Alleged PR and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 9, 2013
Filing Party: Judge French
Docket Text: Order Denying Petitioner's Emergency Motion Filed September 4, 2013, Judge David E French

Estate of Shirley Bernstein - Case No. 502011cp000653xxxxsb

Filing Date: May 6, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Eliot Ivan Bernstein

Filing Date: May 9, 2013
Filing Party: Colin, Judge Martin H
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition - Eliot Ivan Bernstein

Filing Date: May 31, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets. Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More- Proof of Service to All Interested Parties Served in Accordance with this Court Order, Judge Martin H Colin

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Filed by Petitioner, F/b: Eliot Bernstein

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds, F/b: Eliot Ivan Bernstein

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Shirley Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRS and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate; Continued Mot. For Removal of Alleged P.R. and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 25, 2013
Filing Party: Judge Colin
Docket Text: Order on Notice of Emergency Motion to Freeze Estates, Judge Martin H Colin

See att
per RLS. Please
give him a call.
cc: Myra

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, December 04, 2013 4:03 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Estate of Shirley Bernstein



DOC120413.pdf
(37 KB)

Hi Mr. Bernstein:

Attached is a statement from Empire Legal Reporting with a balance of $314.50. Please pay them directly.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 2, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a Statement dated November 19, 2013 from Empire Legal Reporting. Please remit payment in the total amount of $314.50 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

STATEMENT

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Account No.	Date
F11347	11/19/2013

Current	30 Days	60 Days
[redacted]	$0.00	$0.00
90 Days	**120 Days & Over**	**Total Due**
$0.00	$0.00	[redacted]

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice Date	Invoice No.	Balance	Job Date	Witness	Case Name
10/30/2013	11324	205.00	10/28/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
11/7/2013	11402	109.50	10/28/2013	Judge Martin H. Colin - EXCERPT JUDGE'S RULING	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Tax ID: 27-0245088 Phone: 954 491 7099 *Fax:*

Please detach bottom portion and return with payment.

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Account No. : F11347
Date : 11/19/2013
Total Due : [redacted]

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Kimberly Moran

From: Kimberly Moran
Sent: Monday, December 02, 2013 4:24 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Shirley Bernstein Trust



DOC120213.pdf
(16 KB)

Hi Mr. Bernstein:

I hope you and your family had a wonderful Thanksgiving!

Attached is an invoice from CBIZ for services rendered on the Shirley Bernstein Trust. Please pay them directly.

As always, if you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

CBIZ MHM, LLC

Shirley Bernstein Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 112670
Date 11/27/2013
Client No. 4001350.100
Total Amount Due $ 1,538.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK

Professional Services Rendered Through October 31, 2013

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2012.	$ 1,152.00
Previous Balance	386.00
Total Amount Due	$ 1,538.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
1,152.00	0.00	0.00	0.00	386.00	1,538.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Shirley Bernstein Trust
Invoice No.: 112670

Client No: 4001350
Invoice Date: 11/27/2013

Make check payable to: CBIZ MHM, LLC
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ~ F: 561.241.0071 ~ www.cbizsouthflorida.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, November 26, 2013 3:40 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein



DOC112613.pdf
(75 KB)

Dear Mr. Bernstein:

Attached is an invoice from Mark Manceri for services rendered through October 31, 2013. Please pay them directly.

Hope you and your family have a Happy Thanksgiving!

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
10/02/2013	Instructions to Legal Assistant; prepare correspondence to Eliot Bernstein.	0.20	82.00
10/03/2013	Telephone conference with Robert Spallina; prepare Witness Subpoena(s) (2); prepare correspondence to Advantage Process Service.	0.70	287.00
10/04/2013	Receipt and review e-mails from Robert Spallina, Esq.	0.20	82.00
10/07/2013	Receipt and review e-mails from Kimberly Moran; telephone conference with Ted Bernstein; conference call; receipt and review e-mail from Robert Spallina, Esq.; receipt and review e-mails from Advantage Messenger.	1.50	615.00
10/10/2013	Receipt and review e-mail from Robert Spallina, Esq.	0.10	41.00
	Receipt and review e-mails from Eliot Bernstein; prepare e-mail to Robert Spallina, Esq.; receipt and review e-mail from Robert Spallina, Esq.	0.50	205.00
10/11/2013	Telephone conference with Ted Bernstein; receipt and review e-mail from Robert Spallina, Esq.; instructions to Legal Assistant; review file.	0.50	205.00
10/14/2013	Telephone conference with Ted Bernstein; receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review	0.50	205.00

		Hours	*Amount*
	Return of Service (2).		
10/15/2013	Receipt and review e-mail from Robert Spallina; receipt and review e-mail from Ted Bernstein; receipt and review e-mail from Donna Rocco.	0.30	123.00
10/16/2013	Prepare Notice of Filing.	0.20	82.00
10/18/2013	Legal research; receipt and review e-mail from Donald Tescher, Esq.; receipt and review e-mail from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.	2.00	820.00
10/21/2013	Legal research; receipt and review e-mails from Robert Spallina; prepare e-mail to Robert Spallina; prepare for 10/23/13 Hearing; instructions to Legal Assistant regarding Notice of Appearance.	2.50	1,025.00
10/23/2013	Travel and attendance at meeting with Ted Bernstein; prepare correspondence to Donald Tescher; receipt and review e-mail from Robert Spallina; telephone conference with Robert Spallina; prepare e-mail to Robert Spallina; receipt and review e-mail from Ted Bernstein; prepare e-mail to Ted Bernstein.	3.40	1,394.00
10/24/2013	Prepare e-mail to Robert Spallina, Esq.; receipt and review e-mail from Kimberly Moran; prepare for 10/28/13 Hearing; instructions to Legal Assistant.	0.80	328.00
10/25/2013	Telephone conferences with Robert Spallina, Esq.; telephone conference call with Ted Bernstein; instructions to Legal Assistant.	0.40	164.00
10/28/2013	Legal research; telephone conference call with Ted Bernstein; travel and attendance at meeting at Robert Spallina's office; travel and attendance at Hearing.	4.00	1,640.00
10/30/2013	Receipt and review e-mail from Brandan Pratt, Esq.; telephone conference with Robert Spallina, Esq.	0.30	123.00
	Receipt and review e-mail from Brandan Pratt, Esq.; prepare e-mail to Robert Spallina, Esq.; telephone conference with Robert Spallina, Esq.	0.30	123.00

		Hours	*Amount*
10/31/2013	Telephone conference with Ted Bernstein.	0.20	82.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***18.60***	***$7,626.00***
	ADVANCED CLIENT COSTS:		
	Witness Fees		14.00
	Photocopying Charges		166.00
	Postage		15.00
	TOTAL ADVANCED CLIENT COSTS:		***$195.00***
	TOTAL CURRENT CHARGES:		***$7,821.00***
	PREVIOUS BALANCE		***$4,689.50***
	TOTAL NOW DUE		***$12,510.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, November 21, 2013 12:12 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Estate of Shirley Bernstein



DOC112113.pdf
(17 KB)

Dear Mr. Bernstein:

Attached is an invoice from Empire Legal Reporting. Please pay them directly.

As always, if you should have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 18, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated November 7, 2013 from Empire Legal Reporting. Please remit payment in the amount of $109.50 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11402	11/7/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin - EXCERPT JUDGE'S RULING	10.00 pages	@	5.95	59.50
e-transcript/pdf Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$109.50**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11402
Invoice Date : 11/7/2013
Total Due : $109.50

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 19, 2013

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Re: Bernstein v. Bernstein

Dear Ted:

Enclosed are copies of the following documents:

1. Order Granting Motion to Withdraw dated November 19, 2013 entered by Judge Colin.

2. Order dated November 14, 2013 entered by Judge Colin.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Donald R. Tescher, Esq. (w/enclos.)

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

IN RE: ESTATE OF

SHIRLEY BERNSTEIN
_____/

File No.502011CP000653XXXXSB

Division: IY

ORDER GRANTING MOTION TO WITHDRAW

THIS CAUSE having come before the Court on the Motion to Withdraw As Counsel filed by **Huth & Pratt**, counsel for **Eliot Bernstein**, the Court having reviewed the file and being otherwise duly advised in the premises, it is hereby:

ORDERED and ADJUDGED that the motion is granted. The law firm **Huth & Pratt** is herewith withdrawn as counsel for **Eliot Bernstein** in this matter. Copies of all documents filed in this action shall be served on Eliot Bernstein, 2753 N.W. 34th St., Boca Raton, Florida 33434-3459, 561-886-7628, iviewit@gmail.com.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida on this ____ day of November, 2013.

_____
Circuit Court Judge

Copies furnished to:
Brandan J. Pratt, Esq.
Mark Manceri, Esq.
Robert Spallina, Esq.
Eliot Bernstein

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, PROBATE DIVISION

Deceased. CASE NO: 502011CP000653XXXXSB

/

ELIOT IVAN BERNSTEIN, PRO SE DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

ORDER

THIS CAUSE came before the Court on October 28, 2013 pursuant to the Order of the Court dated September 24, 2013, and the Court having reviewed the file, having heard argument of Brandan Pratt, Esq.; Mark R. Manceri, Esq. and David Roth, Esq., and being otherwise fully advised on the premises it is hereby, ORDERED AND ADJUDGED, as follows:

1. The Estate shall remain open pending the filing of a Petition for Discharge by Ted Bernstein, as Successor Personal Representative and any disposition thereof pursuant to probate rules & statutes.

2. The Court has determined that it will take no action regarding the form of the pleadings or other documents that were submitted to the Court to close the Estate while Simon

Bernstein was serving as Personal Representative.

3. The Court reserves ruling on and retains jurisdiction to tax attorney's fees and costs and any other possible sanction upon the filing of a Motion and proper notice.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 14 day of November, 2013.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Brandan J. Pratt, Esq.
David Roth, Esq.
All Interested Persons

Robert Spallina

From: Brandan Pratt [bpratt@huthpratt.com]
Sent: Tuesday, November 19, 2013 10:22 AM
To: 'Mark Manceri, Esq.'; Robert Spallina
Cc: 'Liza Hernandez'
Subject: Bernstein

Gentlemen,

I just want to clarify that I consider myself completely withdrawn from all representation of Eliot Bernstein in any capacity and in any lawsuit. My Notice of Appearance and every document that I filed were in 11CP653. In addition, the transcript from the hearing from September 13th, 2013 and the resulting orders (which set the hearing for October 28th, 2013) also use the 11CP653 case number. The Order on the October 28th hearing also uses the 11CP653 case number and so does the Order on my Motion to Withdraw. Therefore, I haven't appeared in any other cases that might be going on. Thank you.

Brandan

Brandan J. Pratt, Esq.

HUTH & PRATT
ATTORNEYS AT LAW
2101 NW Corporate Blvd., Suite 400
Boca Raton, Florida 33431
Ph: (561) 392-1800
Fax: (561) 392-3535
Email: bpratt@huthpratt.com
Web: www.huthpratt.com

The information in this e-mail message is intended for the confidential use of the addressees only. The information is subject to the attorney-client privilege and/or may be attorney work-product. Recipients should not file copies of this e-mail with publicly accessible records. If you are not an addressee or an authorized agent responsible for delivering this e-mail to a designated addressee, you have received this e-mail in error, and any further review, dissemination, distribution, copying or forwarding of this e-mail is strictly prohibited. If you received this e-mail in error, please notify us immediately at (561) 392-1800 or send an e-mail message to the sender. Thank you.

The contact information listed above shall not be considered a signature pursuant to Florida Rule of Judicial Administration 2.505 or any other purpose. This email message shall not be deemed to constitute a settlement or waiver of any claim, defense, or privilege. I do not have the authority to enter into settlement or other substantive agreements on behalf of my client (orally or in writing), and any settlement or other substantive agreement must be in writing and signed by my client to be valid. This email message is inadmissible as evidence in any proceeding.

Circular Disclaimer Disclosure. To ensure compliance with requirements imposed by the IRS in Circular 230, we inform you that any tax advice contained in this communication (including any attachments that does not explicitly state otherwise) is not intended or written to be used, and cannot be used, for purposes of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, November 19, 2013 11:16 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein



DOC111913.pdf
(17 KB)

Dear Mr. Bernstein:

Attached is an invoice from Empire Legal Reporting. Please pay them directly.

As always, if you should have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 6, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated October 30, 2013 from Empire Legal Reporting. Please remit payment in the amount of $205.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11324	10/30/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:		
Judge Martin H. Colin		
Appearance Fee for Court Reporter	110.00	110.00
Court Reporter Appearance - Commencing After Hours	95.00	95.00
TOTAL DUE >>>		**$205.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11324
Invoice Date : 10/30/2013
Total Due : $205.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Kimberly Moran

From: April L. Matteini, G.G. [april@amatteini.com]
Sent: Monday, November 18, 2013 3:37 PM
To: Kimberly Moran
Subject: Re: Bernstein Appraisal

Thank you very much.

On 11/18/13 3:29 PM, Kimberly Moran wrote:
> Hi April,
>
> I spoke with Mr. Spallina and he said it is OK to go ahead and verify
> the appraisal.
>
> Thank you.
>
> Best regards,
>
> Kimberly Moran, Legal Assistant
> Tescher & Spallina, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Tel: (561) 997-7008
> Fax: (561) 997-7308
>
> -----Original Message-----
> From: April L. Matteini, G.G. [mailto:april@amatteini.com]
> Sent: Monday, November 18, 2013 2:41 PM
> To: Kimberly Moran
> Subject: Bernstein Appraisal
>
> Dear Kimberly,
>
> I have been requested to verify the authenticity of the Simon
> Bernstein Estate Appraisal by Mr. Eliot Bernstein.
>
> Since your office engaged my services, I would like to confirm that he
> received the appraisal from you and I have permission to verify the
> appraisal.
>
> Thank you very much.
>
> Best,
>
> April
>
>

--
April L. Matteini, GG (GIA)
A. Matteini & Co. LLC
(561) 613-3387

An important disclaimer applies to this message: amatteini.com/p/disclaimer.html

HUTH & PRATT

ATTORNEYS AT LAW

ROBERT A. HUTH, JR., J.D., LL.M.
Board Certified - Wills, Trusts & Estates
bob@huthpratt.com

BRANDAN J. PRATT, J.D
bpratt@huthpratt.com

2101 N.W. CORPORATE BOULEVARD
SUITE 400
BOCA RATON, FLORIDA 33431-7343

TELEPHONE (561) 392-1800
FACSIMILE (561) 392-3535

November 11th, 2013

The Hon. Martin H. Colin
South County Courthouse
Probate Division, Suite 160
200 West Atlantic Avenue
Delray Beach, Florida 33444-3664

Re: Estate of Shirley Bernstein
Case No.:502011CP0000653XXXXSB

Dear Judge Colin:

In preparation for the UMC hearing which is scheduled for November 19th, 2013 at 8:45 a.m., I enclose courtesy copies of the following with regard to the above-captioned matter:

1. Amended Notice of Hearing;
2. Motion to Withdraw as Counsel

Thank you for your attention to this matter, and please do not hesitate to contact me if you have any questions.

Sincerely,

Brandan J. Pratt, Esq.

BJP/lh
Enclosure

Copies Furnished To: Mark Manceri, Esq., *via email*
Robert Louis Spallina, Esq., *via email*

Electronically Filed 11/11/2013 11:37:51 AM ET

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

IN RE: ESTATE OF File No.: 502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

AMENDED NOTICE OF UMC HEARING
(Resets UMC Hearing Previously Set November 14th, 2013)

YOU ARE HEREBY NOTIFIED that the undersigned attorney will call up for hearing before The Honorable Martin H. Colin on **Tuesday November 19th, 2013 at 8:45 A.M.** in Courtroom 8, South Palm Beach County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444, or as soon thereafter as counsel may be heard, on:

MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 11th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

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

IN RE: ESTATE OF File No.: 502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

AMENDED NOTICE OF UMC HEARING
(Resets UMC Hearing Previously Set November 14th, 2013)

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MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 11th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

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

IN RE: ESTATE OF File No.502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

MOTION TO WITHDRAW AS COUNSEL

COMES NOW, **Huth & Pratt**, pursuant to Rule 2.505(f) of the Florida Rules of Judicial Administration, and hereby moves to withdraw as counsel for **Eliot Bernstein** and in support thereof avers the following:

1. **Huth & Pratt** is currently attorney of record for **Eliot Bernstein** in this action.

2. There are certain irreconcilable differences that preclude Huth & Pratt from representing **Eliot Bernstein**.

3. The last known address for **Eliot Bernstein** is 2753 NW 34th Street, Boca Raton, Florida 33434.

4. It would create an unreasonable burden for Huth & Pratt to further represent **Eliot Bernstein**, in this matter.

5. WHEREFORE, **Huth & Pratt**, requests entry of an Order permitting its withdrawal and discharge as attorneys for **Eliot Bernstein** in this action, and asks this Court to award him such other and further relief as this court deems just and proper under the circumstances.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 8th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 1, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a Statement dated October 31, 2013 from Advantage Messenger & Process. Please remit payment in the amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

STATEMENT

10/31/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Phone: (954) 491-7099
Fax: (954) 771-0545

Statement covers Unpaid Invoices through 10/31/2013.

Invoice	Inv. Date	Person Served			Amount	Status
2013003458	**10/10/2013**	**Bernstein, Candice**			**80.00**	**Current**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local) PERSONAL SERVICE			1.00	80.00	80.00	
2013003459	**10/10/2013**	**Bernstein, Eliot Ivan**			**40.00**	**Current**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local)			1.00	40.00	40.00	

TOTAL CHARGES:	$120.00
TOTAL PAYMENTS:	$0.00
TOTAL AMOUNT DUE:	**$120.00**

Current: $120.00 Past 30: $0.00 Past 60: $0.00 Past 90: $0.00 Past 120: $0.00

WE ACCEPT CREDIT CARDS

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Thursday, October 24, 2013 12:57 PM
To: 'Craig, Janet'; 'Worth, Hunt'
Cc: Robert Spallina; 'Ted Bernstein'; 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; tourcandy@gmail.com
Subject: RE: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Can I please have your legal counsel name and number? Eliot

-----Original Message-----
From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Thursday, October 24, 2013 12:09 PM
To: Eliot Ivan Bernstein; Worth, Hunt
Cc: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Eliot,

Oppenheimer Trust Company has informed you on several occasions that there are no funds available to pay the family bills. We have also informed you that there is no agreement between the Trusts and your parents' estates for reimbursement of funds paid over the past year.

Please make other arrangements for payment of these bills.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
18 Columbia Turnpike
Florham Park, NJ 07932
Phone: (973) 245-4635
Fax: (973) 245-4699
Janet.Craig@opco.com

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, October 23, 2013 3:54 PM
To: Craig, Janet; Worth, Hunt
Cc: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Janet and Hunt, not sure who is in charge of the bills and billings and who is responsible for the bills and management of Bernstein Family Realty, LLC and who is responsible as Trustee of the trust and the payment of the children's home expenses. All fiduciary responsibilities appear to have been abducted by the trustees and managers and bills are left unpaid and accounts appear not transferred to anyone who is handling them and all of this has put the children at extreme risk and danger. Of course, we still not have complete documentation on any of these entities and what has transpired that are wholly executed documents and therefore have no idea where anything is going. As of today, Internet, phones,

television, school work accounts, etc. have all been shut off for lack of payment on the bill.
As you have stopped responding to prior requests as Trustee of the trust and last manager of the LLC regarding these matters, I can only take it that you are refusing to respond to requests made on the children's behalf relating to these entities.

Please have someone from your offices or legal counsel contact me ASAP as to this email and the last two you have not responded to.

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv<mailto:iviewit@iviewit.tv>
http://www.iviewit.tv<http://www.iviewit.tv/>

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Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Monday, October 07, 2013 1:01 PM
To: 'Craig, Janet'; Robert Spallina; 'Ted Bernstein'
Cc: tourcandy@gmail.com; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Worth, Hunt'; Caroline Prochotska Rogers Esq.; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Yes I understand what you have said but I do not think you are listening carefully to what I have said, in that much of these transactions can be construed as part of a larger fraud and where Spallina is involved in documents in the estate that are admitted fraudulent and alleged forged, well, anything he was directing you to do and all documents tendered by him to you, are suspect at this time. Further, that both you and I were led to believe that Spallina would be replacing and replenishing the SCHOOL trusts that were used at his direction to pay living expenses and now that he is not living up to that unless I participate in fraudulent transactions in the estate, well you best work out with him these problems. There are also problems with his statements to the court regarding the transfer of the Legacy account and more to Oppenheimer that may indicate further fraud.
Also, it was discovered at the hearing that Ted was not the trustee to the estate of Shirley as he claimed, as none had been elected since SIMON died as the PR and Trustee and no one informed the court of his death and filed documents as if he were alive so no successors were ever granted Letters and therefore any transfer of fiduciary to Ted or Spallina with this knowledge seems a breach of fiduciary duties and trust. I also recommended to you that you seek a court order for what you were doing with Spallina and Ted in attempting to close the accounts and transfer fiduciary titles and management titles and more and I have not signed any release papers until these matters can be rectified. Have you informed your legal department of the massive fiduciary liabilities that may result from these actions and do you have a contact for me to notify them as I do not think the legal department for Oppenheimer is copied on this email?

Again, as I do not have control over any of these accounts or trusts or Bernstein Family Realty LLC that you were in charge of as alleged trustee for my children, well, all I can say is that between the parties handling these trusts and matters as trustees or any other fiduciary role presumed, I would suggest you figure out together how to now protect the minor beneficiaries you have exposed to massive immediate life threatening risks and foreclosure (from incompetence and false statements to a note holder) in order to fulfill your fiduciary obligations legally and protect the beneficiaries you have exposed.

Please let me know as soon as possible regarding the requested information herein. Eliot

-----Original Message-----
From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Monday, October 7, 2013 11:15 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: 'tourcandy@gmail.com'; 'Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)'; Worth, Hunt
Subject: FW: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Eliot,

As I have told both you and Candice previously, there are no funds available in the boys' Trusts to pay any expenses. The only assets that remain in the Trust are the shares of Bernstein Family Realty LLC and LIC Holdings, neither of which are liquid assets. I have

been informed that no further funds will be coming to these Trusts and new Trusts will be set up for the boys once the Estate administration of your parents is allowed to proceed.

Please make other arrangements for the payment of these invoices.

Janet Craig, CTFA
Senior Vice President & Compliance Officer Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

-----Original Message-----
From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, October 04, 2013 4:46 PM
To: Craig, Janet; Worth, Hunt
Cc: tourcandy@gmail.com; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Hi Janet and Hunt ~ I have attached in the pdf file the list of all the monthly bills and expenses for the children and invoices and receipts for each to be paid by the trustee of the three children's trust and Manager of Bernstein Family Realty LLC, which I believe is still you, I have received no paperwork to show any changes. The total amount we paid was $5,966.20 for reimbursement and there is now $27,000.39 outstanding bills that must be paid immediately in certain cases some are due within 72 hours (see report attached notes section on first page). As we are unclear of who is now in charge of the trusts and the LLC and how the changed occurred or why, please make sure that these get paid by whomever you designated and however you designated them, as far as I am concerned Oppenheimer still appear as the trustee and manager. I have sent you transcripts of a probate court hearing whereby SPALLINA and TED where told by the Judge that he should read them their Miranda Rights, based on the admitted and acknowledged crime of fraudulently notarized and forged documents in the estate, a fraud on the Court whereby my father Simon, who was deceased, notarized documents and closed an estate months after he passed. In light of this and the fact that you sent me unsigned trust agreements repeatedly and court orders on certain of the accounts authorizing Oppenheimer that are improperly notarized, well it is all starting to look a bit suspicious of what is going on. Further, we were contacted by Walt Sahm who has been owed interest on the home owned by Bernstein Family Realty LLC that you allegedly are Manager for and that has not been paid for months while you were in charge (similar to months that you let the home go without homeowners insurance, especially in light of Mr. Sahm's loan with Bernstein Family Realty LLC, forcing this man to get counsel and begin to foreclose on the home for interest unpaid and no one at Bernstein Family Realty LLC responding to his repeated oral and written demand for payment on his loan. As you can see from his letters attached from Mr. Sahm in the bill section of the attached PDF file he has been trying to get paid by SPALLINA and TED who claim instead to be Bernstein Family Realty LLC trustees for now several months to him, which contradicts your claim and it appears bizarre that you as trustee are not in possession and knowledge of this impending foreclosure and loan on the LLC you manage for the 3 minor children, all this appears furthered by your mismanagement as trustees. The other issues about using these school trust funds to pay living expenses until Spallina was to replenish and replace any funds and then your abandoning them when Spallina refused to repay the trusts seems also careless mismanagement but may also be construed as Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by alleged fiduciaries of the trusts, managers of the LLC and trust and LLC counsel. I am presuming that since you are taking orders from Spallina for unknown reasons in using the children's school trust funds that Tescher and Spallina P.A. authorized that you are also using them as your counsel in these matters, as they have authorized and directed you according to your letters on how to spend and manage

the funds, etc. Since these bills are now coming past due from this month and last month and the refusal to replenish and replace them is causing a CRISIS, if these problems are not rectified instantly by the trustees of the trusts and managers of Bernstein Family Realty LLC, which until an unknown time was Oppenheimer we will have to notify the Courts and criminal authorities of your further involvement in attempting to bleed these funds and leave three minor children without SCHOOL, LIVING EXPENSES and MORE based on your actions and in conjunction with Spallina and Ted Bernstein that are suspect and perhaps criminal.
Please let me know instantly what your intent is.

Thanks, Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Sept 01-Sept 30

Expense	Vendor	Actual Billed	Amount Paid	Notes
Trust Pays Direct				
Pool	Aquatic Isles	$160.00		**PAST DUE 80**
Electric	FPL	$528.86		
Water	City of Boca	$229.50		
Landscape	CM Landscaping	$80.00		
School Boys Expenses				
Josh	St. Andrews	$2,337.25		
School Boys Expenses				
Jacob	St. Andrews	$2,377.00		
School Boys Expenses				
Danny	St. Andrews	$1,793.95		
Swordfish Lax		$1,100.00		
Josh Jake Israel				
Lacrosse		$8,000.00		Deposits Due / 4k Jake 4k Josh
Josh Jake Israel				
Lacrosse Expenses		$1,000.00		Travel monies
Cell Phone	Verizon	$463.66		
Cable+Phone	Comcast	$317.01		**62.00 PAST DUE**
Homeowners Ins	Massey			WHEN IS THIS DUE?
Providence Health				
Services		$35.00		Jake
Property Taxes				HAVE THESE BEEN PAID?
Taxes				HAVE THESE BEEN PAID?
Blue Cross Health				**OVERDUE DID TRUST NOT PAY LAST**
Insurance		$3,878.16		**MONTH?????? 1939.08**
				Interest on Bernstein Family Realty Home owed since June 03, 2013 and NOT PAID OR RESPONDED TO LOAN HOLDER!!!!! MAY CAUSE FORECLOSURE IF NOT INSTANTLY RECTIFIED BY MANAGER OF LLC MUST BE PAID IN 72 HOURS TO HOLD SPOT SEE EMAIL Josh college recruiting
Walter Sahm		$3,800.00		
National Invitational				
175		$900.00		
Eliot Candice Paid				
Auto Insurance	State Farm	$159.73	$159.73	
Home Supplies		$1,087.47	$1,087.47	
Gas Food Lodging		$3,372.84	$3,372.84	
Home Services	Gizella Housekeeping	$80.00	$80.00	
School Supplies		$197.39	$197.39	School Clothes Supplies new year
Sport Supplies		$140.02	$140.02	
Sports Supplies			$0.00	
SuperCuts		$18.00	$18.00	
Postage		$71.15	$71.15	
Volvo Maintenance		$33.45	$33.45	
Kids Cash/Ent				
Expenses		$197.64	$197.64	
Legal Expenses		$608.51	$608.51	
Total Expenses		**$32,966.59**	**$5,966.20**	
Trust Payments				
Reimbursements			**$5,966.20**	
Balance Bills To Be Paid By Trustee			$27,000.39	

/ 27 41185311150311568825000000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share $ _____

B 3,8 4118 5

AUTO **C0 3408
095885

THE BERNSTEIN FAMILY REALTY
LLC
2753 NW 34TH ST
BOCA RATON FL 33434-3459

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
53111-50311	$528.86	Oct 17 2013	$

Your electric statement

Account number: 53111-50311

For: Aug 27 2013 to Sep 26 2013 (30 days)
Customer name: THE BERNSTEIN FAMILY REALTY
Service address: 2753 NW 34TH ST

Statement date: Sep 26 2013
Next meter reading: Oct 25 2013

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
521.65	521.65 CR	0.00	0.00	528.86	**$528.86**	**Oct 17 2013**

Meter reading - Meter ACD7936

Current reading	20429
Previous reading	- 16087
kWh used	**4342**

Energy usage

	Last Year	This Year
kWh this month	3803	4342
Service days	28	30
kWh per day	136	145

****The electric service amount includes the following charges:**

Customer charge:	$7.24
Fuel:	$147.74
(First 1000 kWh at $0.026330)	
(Over 1000 kWh at $0.036330)	
Non-fuel:	$286.82
(First 1000 kWh at $0.058090)	
(Over 1000 kWh at $0.068440)	

Amount of your last bill		521.65
Payment received - Thank you		521.65CR
Balance before new charges		$0.00
New charges (Rate: RS-1 RESIDENTIAL SERVICE)		
Electric service amount	441.80**	
Storm charge	4.65	
Gross receipts tax	11.45	
Franchise charge	26.56	
Utility tax	36.58	
Late payment charge	7.82	
Total new charges		$528.86
Total amount you owe		**$528.86**

- Payments received after **October 17, 2013** are considered late; a late payment charge, the greater of $5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Make saving energy and money your "pet project" and save up to $250 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject.

MS 9-30-13
Ticket # 5 days
0541
3 days

Please have your account number ready when contacting FPL.

Customer service:	(561) 994-8227
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

9/22/13

Dear Clint and Candy (Candace),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You confirm that he paid the fixed Reverse interest as of June 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June, 2013. He told me he would refer everything to Spallina (Tescher (Sp?)). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage terms. Apparently Nothing!

For your edification, I've instructed Mr Cappeller to take no action, @ this until we see if there is any movement on their part to honor the mortgage terms. What is a shame is that your mom put $ 90,000+ of renovations into your home & now this insane greed & intra-familial in-fighting is occurring. I feel very badly for you both & for your family. Si & Shirley would be mortified.

Eventually, I'll have to take some action; however, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally resolved. What a bitch you're going through!

Best regards & wishes,
Walt Flahm for Pat Saba
as well
(Cell) 561-373-1125
(H) 352-751-2632

6/3/13

Mr. Ted Bernstein, Pres
Life Insurance Concepts, Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Copy

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are staying forward in their academic and / or vocational pursuits. Several must be graduated from College by now.

If you'll recall, we spoke one evening before the Election Re: what I was to do going forward in the protocol to be followed in future Mortgage Renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Simon Bernstein estates. Do I still send the Mortgage Note Renewal to you AND, then, you'll send it on to the estate Representative? I'll presume that this is the case.

This is the next-to-last Renewal Statement that we'll be sending. Next year, if not sooner, we'd like to have the BALLOON payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a MORTGAGE in succession? Stewardship Pic's stated intention to utilize his and your Mother's personal annual exclusions payable to Candy, Elliott and their three children over two years to provide the $110,000 to retire the Mortgage balance.

Perhaps you might shed some light on this issue. Are you now the successor "Manager" of the Bernstein Family Realty, LLC? One last request, Ted. Would you have the estate Representative mail us a copy of the current "Proof of Insurance"? Thanks for your attention to this Request. Stay healthy!

Best Wishes,
Walt
Pat
[redacted]@embarqmail.com
[redacted]
(H) 352-751-2632

JC 159

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

Prepared by and return to:

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

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

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

WITNESSETH

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

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

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

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

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

6/3/13

_____, Representative Capn
Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at 2253 N.W. 34th St., Boca Raton, FL Effective June 10 20__.

Dear Sirs

Referencing the amendment to the original Note, we offer the (3) options:

1) ☐ Pay the Loan Balance of $110,000 + (1) one year's interest ($110,000 X .035 = $3850 = $113,850);
2) ☐ Pay the interest due for this renewal year only ($110,000 X .035 = $3850.
3) ☐ Pay NO (ZERO) interest on principal this year and allow the interest to accrue and compound until the final balloon payment is due: June 10, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappella, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ Mortgagor
Walter E. Sahm, Jr

X _____ Mortgagee
Patricia A. Sahm

X _____ Representative
_____ Print Name
Bernstein Family Realty, LLC

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Page 1

Daniel E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11983 fifth

AMOUNT DUE	$1793.95
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Daniel E. Bernstein		
		Balance Forward 8/1/2013	$1716.00	
8/16/2013	Payment	Check 25321		$1716.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$1716.00	
8/31/2013	Charge	Bookstore Charges	$77.95	
		Subtotal - Daniel E. Bernstein	**$1793.95**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 1793.95	$ 0.00	$ 0.00	$ 0.00	$ 1793.95

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Jacob N. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11987 ninth

AMOUNT DUE	$2377.00
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Jacob N. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25320		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$278.00	
		Subtotal - Jacob N. Bernstein	**$2377.00**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2377.00	$ 0.00	$ 0.00	$ 0.00	$ 2377.00

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Page 1

Joshua E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11988 eleventh

AMOUNT DUE	$2337.25
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Joshua E. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25319		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$238.25	
		Subtotal - Joshua E. Bernstein	**$2337.25**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2337.25	$ 0.00	$ 0.00	$ 0.00	$ 2337.25

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

Please send in the $500 deposits each to the New York Office, the address is on the letter. Thank you and feel free to call me for any reason, I look forward to coaching your sons.

Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

$ 500 FOR JOSH DEPOSIT

$ 500 FOR JAKE DEPOSIT

* DUE IMMEDIATELY TO HOLD SPOTS

BALANCE

$ 3500.00 FOR JOSH

$ 3500.00 FOR JAKE

MAIL TO ADDRESS IN NY ON LETTER

$500 DEPOSIT FOR JOSH
$500 DEPOSIT FOR JAKE
DUE IMMEDIATELY TO HOLD

$3500 BALANCE FOR JOSH
$3500 BALANCE FOR JAKE

From: Noah Miller [mailto:noah@lacrosse.co.il]
Sent: Thursday, September 26, 2013 5:13 PM
To: tourcandy@gmail.com
Subject: U-19 Team Israel Information

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

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Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

"Sport has the power to change the world…it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

Donate Now to Noah Miller's efforts to facilitate social change through the sport of lacrosse.

From: Noah Miller [mailto:noah@lacrosse.co.il]
Sent: Thursday, September 26, 2013 1:51 PM
To: tourcandy@gmail.com
Subject: Fwd: U-19 Team Israel Opportunity

Hello Josh,

My name is Noah Miller and I am the head coach of the Israel Lacrosse U-19 program. You have been recommended to me as a player who would be a great addition to our program. I would like to discuss this opportunity in greater detail, in which you will have the chance to play against two European national teams, tour Israel, and visit Jewish sites in two countries.

Please let me know if you would like to discuss this opportunity. We need to speak ASAP to reserve your spot on the roster. Call me or we can schedule a time to talk.

Sincerely,

Coach Noah Miller

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

"Sport has the power to change the world…it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

Donate Now to Noah Miller's efforts to facilitate social change through the sport of lacrosse.

ISRAEL LACROSSE
לקרוס ישראל

1501 Broadway, 21st Floor, New York, NY 10036
10 Shalom Alechem, #9, Tel Aviv, Israel 63432

Dear Parent,

The Federation of International Lacrosse has encouraged us to compete in several international events as the worldwide lacrosse community prepares for the 2014 Men's World Lacrosse Championships next July in Denver, Colorado.

While our Senior team will be participating in many of these tournaments, the Israel Lacrosse Association will be dispatching our first ever Israel U-19 National Team to compete in an event in Warsaw, Poland this winter. The team, which will be comprised of both Jewish-American and Israeli players, will train for one week at the Wingate Institute for Sport – Israel's Official Olympic training facility in Netanya – before traveling to compete against the Slovakia and Poland men's national lacrosse teams.

During training camp, the team will visit Israeli sites such as Masada, the Dead Sea, Yad Vashem, and the Western Wall. They will teach lacrosse to young Israeli athletes, as well as play as a loaner for either the Jerusalem or Tel Aviv club team. Your son will also receive high-level instruction from players and coaches of the Israel Senior National Team, including Jewish MLL pros such as Jake Deane, Casey Cittadino and Adam Crystal.

We are able to offer a participant package which includes all housing, transportation (including group flight from New York to Warsaw/Tel Aviv), food, apparel (including Israel and club team uniforms, team helmet, gloves, and more), touring, insurance, and intangibles for $4,000 USD. While we understand this is a significant expense, we are in the process of developing several fundraising programs to help alleviate the cost. That being said, we do not receive any government support, and thus the expense for this trip must be 100% self-funded.

I have included a copy of the trip itinerary on the next page. Please note the Israel Lacrosse Association is a 501(c)3 non-profit organization in New York State, and all financial contributions made in support of the Israel U-19 team are tax deductible.

Please do not hesitate to contact me if you have any questions, and let me know if you would like to set up a call to discuss this opportunity further.

Thank you,

Noah Miller
Head Coach
Israel U-19 National Team

Aquatic Isles Pool Service

100 NW 4th Street
Boca Raton, Florida 33432
(561) 367-7946

STATEMENT

10/01/13

ACCT: MM3 BERN V4

CANDICE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434

Total Due $ 160.00

Amount Paid: $ _____

PLEASE RETURN THIS PORTION WITH PAYMENT

RE : 2753 NW 34 STREET

REFERENCE	CHARGES	CREDITS	BALANCE
PREVIOUS BALANCE	80.00		80.00
October Service Charge	80.00		80.00

CHARGES DUE UPON RECEIPT.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (561) 367-7946.
WE ACCEPT VISA, MASTERCARD AND AMERICAN EXPRESS

160.00
PLEASE PAY THIS AMOUNT

Thank You

ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

Please read the enclosed letter for requirements relating to remittance of premium payments. This information is critical to your on-going continuation of coverage.
Following is your payment coupon from ADP COBRA Services. This coupon was printed on 09/08/13 for coverage from 10/1/2013 to 10/31/2013.
In order to expedite the processing of your payment, please tear the coupon along the perforation.

Note: If you fail to make a payment for a coverage period before the end of the grace date for that coverage period, you will lose all rights to continuation coverage under the plan. Any letters or coupons you receive after failure to timely pay for any coverage period will not extend your grace date for any payment.

Please send the coupon below with your payment

BENEFITS CONTINUATION COUPON — **Rock-It Cargo USA LLC** - Coupon #1

Payment Due:	10/1/13
Coverage Period:	10/1/13 - 10/31/13
Grace Date:	10/31/13

Amt Due	**Plan**
$143.99	Aetna Dental Plan
$1,795.09	Independence Blue Cross Medical Plan
$1,939.08	Past Due (Due by 10/01/2013)
$3,878.16	**Total Due**

Send correspondence other than payments & coupons to:
ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

BL-18175353
Candice Bernstein
2753 NW 34TH STREET
BOCA RATON, FL 33434

Send Payment with Coupon to:

ADP COBRA SERVICES
P.O. BOX 7247-0367
PHILADELPHIA, PA 19170-0367



1201310310002147918175353003878160000514204

Janet,

Please send $1100 for travel lacrosse teams to RJ Dawson at address below.

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Candice,

For Danny and Josh, it will be $1000.

I know that Jake is limited, and I am not sure if he wants a uniform. If he wants the "gear", it will be $1100 total

The address is:

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Thanks,

RJ

Comcast

Account Number	01638 567818-02-7
Billing Date	09/09/13
Unpaid Balance	**$116.94 - Due Now**
New Charges	$239.27 - Due 10/01/13
Total Amount Due	$356.21
	Page 1 of 3

Contact us: www.comcast.com 1-561-COMCAST

LLC BERNSTEIN

For service at:
2753 NW 34TH ST
BOCA RATON FL 33434-3459

News from Comcast

Our records show that we have not received payment for last month's Comcast service(s). The amount past due is listed as Unpaid Balance. To avoid a possible loss of service, please pay this bill immediately. If you have already paid your previous balance, please disregard this notice and pay the New Charges on your statement. Thank you.

Sign up now to go paperless with Comcast Ecobill, an environmentally friendly way to view and pay your bill online Check out Comcast.com/ecobill for more information today.

Buenas noticias, a partir del 23 de julio podrás recibir tu factura en español. Solo tienes que llamar para pedir este cambio al 1-800-COMCAST (266-2278).
Good news, starting July 23 your bill will be available in Spanish. You just need to call 1-800-COMCAST (266-2278) to request this change.

Previous Balance	116.94
Payments - received by 09/09/13	0.00
Unpaid Balance - Due Now	**116.94**
New Charges - Due by10/01/13 *see below for more information*	239.27
Total Amount Due	**$356.21**

XFINITY Bundled Services	159.99
Additional XFINITY TV Services	50.76
Additional XFINITY Voice Services	8.14
Taxes, Surcharges & Fees	20.38
Total New Charges	$239.27

009732 1/2

pd 9-26-13 +54.69 pd.
AUG - -116.94 due
BAL: 62.25
TOTAL = 317.01

1 6

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.

Comcast

7201 N FEDERAL HWY
BOCA RATON FL 33487

AV 01 009732 41166B 27 A**5DGT
LLC BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

Account Number	**01638 567818-02-7**
Payment Due by	**Due Now**
Total Amount Due	**$356.21**
Amount Enclosed	**$** _____

Make checks payable to Comcast

COMCAST
PO BOX 105184
ATLANTA GA 30348-5184

01638 567818 02 7 3 0035621 10

verizonwireless

PO BOX 4005
ACWORTH, GA 30101–9006

Manage Your Account & View Your Usage Details	Account Number	Date Due
My Verizon at www.verizonwireless.com	470547806–00002	Past Due
Address Changed? – go to vzw.com/changeaddress	Invoice Number	1225514108

200051135 02 MB 0.402 **AUTO T2 0 4520 33434-345953 1 E NCNV2004

[redacted]
2753 NW 34TH ST
BOCA RATON, FL 33434-3459

Quick Bill Summary

Aug 21 – Sep 20

Previous Balance *(see back for details)*	$500.92
No Payment Received	$.00
Balance Forward Due Immediately	**$500.92**

REC'D 9-26-13

Account Charges and Credits	
Includes Late Fee of $7.51	$7.51
Monthly Charges	$413.07
Usage and Purchase Charges	$.20
Verizon Wireless' Surcharges and Other Charges & Credits	$10.80
Taxes, Governmental Surcharges & Fees	$32.08
Total Current Charges Due by October 15, 2013	**$463.66**

Total Amount Due ~~$964.58~~

Introducing VERIZON EDGE
Discover the newest way to upgrade. Get the phone you want, when you want it. No down payment. No finance charges or upgrade fees. Visit go.vzw.com/edgeinfo for details.

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VW

verizonwireless

Bill Date	September 20, 2013
Account Number	470547806–00002
Invoice Number	1225514108

[redacted]
2753 NW 34TH ST
BOCA RATON, FL 33434–3459

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$964.58

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

12255141080104705478060000200004636600000964580

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1–866–544–0401.

City of Boca Raton

UTILITIES PROCESSING CENTER
P.O. Box 660927
Dallas, TX 75266-0927

FINANCIAL SERVICES DEPARTMENT

Account Statement

WATER BILL
For Inquiries Call: (561) 393-7750
201 W. Palmetto Park Road
8:00 A.M. - 4:45 P.M. Monday-Friday

ACCOUNT INFORMATION

ACCOUNT:	144235-6496
SERVICE ADDRESS:	2753 NW 34 ST
BILLING DATE:	9/24/13

PREVIOUS BALANCE	.00
TOTAL CURRENT CHARGES	229.50
TOTAL AMOUNT DUE	229.50

Balance is due when rendered. A late fee of $15.00 is charged on payments not received within 30 days of billing date.

AUTO5-DIGIT 33434 6 P55 B3019AA24-A-1
1202 1 AV 0.360

FAMILY REAL ESTATE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

BI06920

DETAIL INFORMATION

CYCLE/ROUTE : 70/02 RATE CLASS : SINGLE FAMILY
Last payment amount/date: 274.89 8/14/13

	Service Period		Days	Meter Number	Units	Current	Previous
WA	7/23/13	9/19/13	58	093459693	TNGL	238797	231869

Service		Consumption	Charge	Total
WA	CUSTOMER CHARGE		5.76	
WA	CAPACITY CHARGE		19.77	
WA	COMMODITY CHARGE	69.28	108.38	133.91
SW	SEWER CHARGE		43.07	43.07
GB	CURBSIDE COLLECTION		33.00	33.00
ST	STORMWATER-SINGL/FAM		6.13	6.13
	UTILITY TAX		13.39	13.39

Payment Coupon

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT
MAKE CHECKS PAYABLE TO THE CITY OF BOCA RATON

ACCOUNT INFORMATION

ACCOUNT:	**144235-6496**
SERVICE ADDRESS:	2753 NW 34 ST
SERVICE PERIOD:	7/23/13 to 9/19/13
BILLING DATE:	9/24/13

FAMILY REAL ESTATE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

INDICATE MAILING ADDRESS CHANGE BELOW:

_____

_____

_____

AMOUNT DUE

TOTAL AMOUNT DUE 229.50

AMOUNT ENCLOSED

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

Mail Payment To:

CITY OF BOCA RATON
UTILITIES PROCESSING CENTER
PO BOX 660927
DALLAS TX 75266-0927

1 00014423500000649600000229501

00024035002435010100

PROVIDENCE Health & Services

PROVIDENCE MED INST
PO BOX 4717
PALM DESERT CA 92661

THIS IS A BILL

Important Message Date: 09/23/13
Total Balance: $35.00

****PAST DUE****

This is your past due notice. Please make payment immediately. If unable to pay in full, payment options are listed on the reverse side. Balances of $250 or greater may qualify for a prompt pay discount if paid in full online or by phone.

Customer Service

PAY ONLINE: California.Providence.org/paymybill
Phone: 855-809-4953
Hours: MONDAY - FRIDAY: 8:00 AM - 4:30 PM

CANDACE BERNSTEIN
2753 NW 34TH STREET
BOCA RATON, FL 33434

Uninsured patients may qualify for free or reduced cost medical care. Contact us for more information.

Guarantor Account ID: 719785

ACCT#: 900000437595 **Patient:** Jake Bernstein **Status:** Past Due Balance
Place: PMI MANHATTAN BEACH **DOS:** 08/04/2013 - 08/04/2013 **Type:** Outpatient

Date of Service	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Insurance Balance	Patient Balance
08/04/13	OFFICE OUTPATIENT NEW LEVEL 3	159.00				
	BCBS CA Adjustments		-56.88			
	BCBS CA Payments		-52.12			
	Total Guarantor Payments			-15.00		
	Totals	**159.00**	**-109.00**	**-15.00**	**0.00**	**35.00**
	Patient Balance					35.00
				Balance Due		35.00

Total Balance: $35.00

Detach coupon and return with your payment. Include the Guarantor Account ID on the memo line of your check.

Responsible Party
CANDACE BERNSTEIN
Guarantor Account ID: 719785
Due Date: 10/14/13

CURRENT PAYMENT DUE	TOTAL BALANCE	PAYMENT AMOUNT
$35.00	$35.00	

☐ VISA ☐ MasterCard ☐ DISCOVER ☐ AMERICAN EXPRESS

CARD NUMBER | EXP. DATE (REQ)

CARD HOLDER NAME

SIGNATURE

California.Providence.org/paymybill
To Pay By Phone: Call Customer Service
PROVIDENCE Health & Services
Checks -Make Payable to: **Providence Medical Institute Of LCM**
Check any that apply and complete information on reverse

☐ Address Change.

☐ See Reverse For Minimum Payment Amount.
I Want To Pay The Minimum Amount.

REMIT TO:

Providence Medical Institute Of LCM
PO BOX 511370
LOS ANGELES CA 90051-7925

10142013 000719785 0000003500 0

378553 4/13

Eliot Ivan Bernstein

From: Candice Bernstein <tourcandy@gmail.com>
Sent: Friday, October 4, 2013 3:44 PM
To: Eliot I. Bernstein
Subject: Fwd: Congratulations! You Are Invited!

Sent from my iPhone

Begin forwarded message:

From: National Invitational 175 <no-reply@www.natinvite175.com>
Date: October 4, 2013, 11:47:09 AM EDT
To: tourcandy@gmail.com
Subject: Congratulations! You Are Invited!
Reply-To: no-reply@www.natinvite175.com

Eva Shafer (National Invitational 175) sent you a message.

CONGRATULATIONS

We are very pleased to tell you that you have been selected and are being invited to the National Invitational 175 Summer Showcase on July 28 -30th, 2014 being held in upstate NY at the college campus of RPI in Troy, NY. The overall demand for the summer 2014 showcase has been tremendous and we have been very pleased with the interest shown for this lacrosse recruiting showcase.

We believe that the opportunity to showcase your skills in front of many of the top college lacrosse coaches in the country will be a great experience for each player attending and we are excited to be able to offer you this opportunity. This past summer, we had a great coaches' turnout. While we cannot guarantee who will be there this upcoming summer, you can certainly review which coaches attended last summer, listed on our website. Internally, we believe that 2014 will offer an even greater turnout, now that we have established over the past 2 years that we have many of the strongest student athletes in the country seeking to attend this showcase.

Below is a link that will allow you to register and pay to confirm your spot at the showcase. This invitation, however, is NOT open for an infinite or long period of time. As mentioned on our website, you will have 72 hours to go to the website and sign up.

Eliot Ivan Bernstein

From: Candice Bernstein <tourcandy@gmail.com>
Sent: Friday, October 4, 2013 3:42 PM
To: Eliot I. Bernstein
Subject: Fwd: Josh Bernstein

Sent from my iPhone

Begin forwarded message:

> **From:** "Info @natinvite175" <info@natinvite175.com>
> **Date:** October 4, 2013, 2:10:13 PM EDT
> **To:** Candice Bernstein <tourcandy@gmail.com>
> **Subject: Re: Josh Bernstein**
>
> Greetings, as stated in the email, there is a 72 hour window to register and pay.
>
> On Fri, Oct 4, 2013 at 2:07 PM, Candice Bernstein <tourcandy@gmail.com> wrote:
> Hi! Thank you so much for the opportunity! I am eager to reserve this spot for Josh Bernstein, however wanted to be clear when the latest deadline to submit payment is? Is it possible to get at least a week to pay or can you call me?
>
> Thanks! Candice Bernstein 561-886-7627
>
> Sent from my iPhone

After that period, you may forfeit your spot. We sincerely want everyone invited to attend but we cannot hold open a spot, if you are not accepting, within this timeframe. As you can imagine, there are a great many players who genuinely want to attend and are highly skilled, but the decision process resulted in you being selected. It is our hope that you register and sign up in the allotted time period.

Players attending will receive "stuff." We would encourage you to go to that section on the website titled, "What Will Attending Players Receive?" to see what players will receive.

Once again CONGRATULATIONS ON BEING INVITED AND WE LOOK FORWARD TO SEEING YOU THIS SUMMER.

NATIONAL INVITATIONAL 175

Link to register: https://natinvite175.sportngin.com/register/form/540235830

Password: summerlax

Please click on the link above and on the Welcome page, please scroll all the way to the bottom and make sure to log into your NGIN account first. Once you are logged in, there will be a continue button at the bottom of the page. Complete the next registration steps and put in the above password when prompted.

Please be sure to read the website thoroughly and if you have any questions, email us at info@natinvite175.com.

You are receiving this email because you are a registered member of the National Invitational 175 website.

You can access this message online at http://www.natinvite175.com/message/show/246128
To control which emails you receive from National Invitational 175, go to:
http://www.natinvite175.com/account

This email has been sent on behalf of National Invitational 175 by Sport Ngin.

Our mailing address is:
Sport Ngin
1400 Van Buren St Ne Ste 200
Minneapolis, MN 55413

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Checking

Account ending in 2457

ACCOUNT BALANCE · AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT
09/03/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl		[redacted]	
09/03/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl			
09/03/13		Visa Purchase (Non-pin) 0009 Delray Revodelray Beachfl Atm Fee		$102.37	
09/03/13		[redacted]			
09/03/13		Atm Withdrawal 14775 Lyons Rd Delray Beachflus1		$103.00	
09/03/13		[redacted]			
09/03/13		Purchase With Pin Publix Super Marboca Raton Fl		$37.29	
09/03/13		Visa Purchase (Non-pin) Japango Inc Boca Raton Fl		$76.03	
09/03/13		Visa Purchase (Non-pin) Rotelli Pizza Anboca Raton Fl		$42.38	
09/03/13		Visa Purchase (Non-pin) Myfloridacounty.877-3268689 Fl		$9.32	
[redacted]					
08/30/13		[redacted]		[redacted]	
08/30/13					
08/30/13					
08/30/13					
08/30/13					
08/30/13					
08/30/13					

09/04/13	Boca Raton Fl	$62.89
09/04/13	Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl	$20.78

[redacted]

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[redacted]

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Checking

Account ending in 2457

ACCOUNT BALANCE [redacted] AVAILABLE BALANCE [redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT BALANCE
09/10/13		[redacted]			
09/10/13					
09/10/13					
09/09/13					
09/09/13		Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il		$1.27	
09/09/13		Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il		$6.36	
09/09/13		Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il		$3.82	
09/09/13		Visa Purchase (Non-pin) Laspadas Boca Raton Fl		$18.09	
09/09/13		Visa Purchase (Non-pin) Moe's Sw Grill 1boca Raton Fl		$24.22	
09/06/13		Purchase With Pin Publix Super Marboca Raton Fl		$21.27	
09/06/13		Purchase With Pin Publix Super Marboca Raton Fl		$19.36	
09/06/13		Purchase With Pin Whole Foods Markboca Raton Fl		$67.83	
09/06/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl		$36.01	
09/06/13		Visa Purchase (Non-pin) P.f. Chang's Chibaca Raton Fl		$60.00	
09/05/13		Visa Purchase (Non-pin) Toojay's West Boboca Raton Fl		$18.97	
09/04/13		Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il		$3.82	
09/04/13		Purchase With Pin Publix Super Marboca Raton Fl Purchase With Pin Sun Gas Bp		$48.79	

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Checking

Account ending in 2457

ACCOUNT BALANCE AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT BALANCE
09/16/13		Purchase With Pin Costco Whse #034boca Raton, Fl		$267.79	
09/16/13		Purchase With Pin Costco Whse #034boca Raton, Fl		$61.79	
09/16/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl		$59.47	
[redacted]					
09/16/13		Cash Back Amount $20.00 Purchase With Pin Publix Super Marboca Raton Fl		$145.26	
09/16/13		Purchase With Pin Publix Super Marboca Raton Fl		$32.16	
09/16/13		Purchase With Pin Publix Super Marboca Raton Fl		$229.12	
[redacted]					
09/16/13		Visa Purchase (Non-pin) Rocco S Taco & Tboca Raton Fl		$81.02	
09/16/13		Visa Purchase (Non-pin) Boca Bagelworks Boca Raton Fl		$9.72	
09/16/13		Visa Purchase (Non-pin) Office Depot #91boca Raton Fl		$47.90	
09/16/13		Visa Purchase (Non-pin) Subway 00boca Raton Fl		$13.78	
[redacted]					
09/13/13		Visa Purchase (Non-pin) Stir Crazy#005 Boca Raton Fl		$32.07	
09/13/13		Purchase With Pin Macy's 757 Boca Raton Fl		$22.26	
09/13/13		Purchase With Pin Macy's 757 Boca Raton Fl		$20.27	
09/13/13		Purchase With Pin Macy's 757 Boca Raton Fl		$62.52	

09/13/13	Visa Purchase (Non-pin) Chevron 00305973boca Raton Fl	$61.45
09/13/13	Visa Purchase (Non-pin) Boca Bagelworks Boca Raton Fl	$20.12
09/12/13	Purchase With Pin	
09/12/13		
09/12/13	Purchase With Pin Office Depot 00 Boca Raton Fl	$77.81
09/12/13	Visa Purchase (Non-pin) Toojay's West Boboca Raton Fl	$24.27
09/12/13	Visa Purchase (Non-pin) Jimmy John's # 2boca Raton Fl	$24.14
09/11/13	Purchase With Pin	
09/11/13	Anthony's Coal Fboca Raton Fl	$67.92
09/10/13	Visa Purchase (Non-pin) Backstage Music 5614774800 Fl	$24.36
09/10/13	Visa Purchase (Non-pin) Chevron 00352703boca Raton Fl	$46.66

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Account ending in 2457

ACCOUNT BALANCE AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT
09/23/13		Purchase With Pin Target T2092 Deerfield Befl		$22.24	[redacted]
09/23/13		Purchase With Pin Lowe's #1069 Boca Raton Fl		$12.19	
09/23/13		Purchase With Pin Target T0638 Boca Raton Fl Your Cash Back Amount $40.00		$123.71	
09/23/13		Visa Purchase (Non-pin) Cannoli Kitchen Boca Raton Fl		$47.19	
09/23/13		Visa Purchase (Non-pin) Paypal *gulnazad402-935-7733ca		$250.00	
09/23/13		Visa Purchase (Non-pin) Deck 84 Delray Beachfl		$88.15	
09/23/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$21.47	
[redacted]					
09/20/13		Purchase With Pin Publix Super Marboca Raton Fl		$32.36	
09/20/13		[redacted]			
09/20/13					
09/20/13		Visa Purchase (Non-pin) Subway 00boca Raton Fl		$10.60	
09/19/13		Visa Purchase (Non-pin) Toojay's West Boboca Raton Fl		$18.97	
09/19/13		Visa Purchase (Non-pin) Empire Legal Sup954-241-1010fl		$266.85	
09/19/13		Visa Purchase (Non-pin) Apl*apple Itunes866-712-7753ca		$0.99	
09/19/13		Visa Purchase (Non-pin) Myfloridacounty.877-3268689 Fl		$24.84	
09/19/13		Visa Purchase (Non-pin) Fedex 8037458438800-4633339 Tn		$33.45	
09/19/13		[redacted]			
09/18/13		Visa Purchase (Non-pin) Anthony's Coal Fboca Raton Fl		$85.34	

09/18/13	Visa Purchase (Non-pin) Jimmy The Greek Boca Raton Fl	$14.20	[redacted]
09/17/13	Electronic Withdrawal State Farm Ro 27	$159.73	
09/17/13	[redacted]		
09/17/13	Visa Purchase (Non-pin) Vcn*15thjudicial866-255-1857fl	$25.00	
09/17/13	Visa Purchase (Non-pin) Vcn*85272 Servic866-255-1857fl	$2.50	
09/17/13	[redacted]		
09/17/13			
09/17/13			
09/16/13	Purchase With Pin Marshalls Marshaboca Raton Fl	$11.10	
09/16/13	Visa Purchase (Non-pin) Mcdonald's F1261boca Raton Fl	$3.38	
09/16/13	Purchase With Pin Costco Gas #0345boca Raton Fl	$36.04	

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Account ending in 2457

ACCOUNT BALANCE AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT BALANCE
09/27/13		Purchase With Pin Publix Super Marboca Raton Fl		$31.46	[redacted]
09/27/13		Visa Purchase (Non-pin) City Fish Marketboca Raton Fl		$144.78	
09/27/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$21.63	
09/26/13	1631	Check view		$80.00	
[redacted]					
09/26/13		[redacted]			
09/26/13		Purchase With Pin Publix Super Marboca Raton Fl		$24.83	
09/26/13		Visa Purchase (Non-pin) Chevron 00305973boca Raton Fl		$40.20	
09/26/13		Purchase With Pin Whole Foods Markboca Raton Fl		$11.58	
09/26/13		Purchase With Pin Bedbath&beyond# Boca Raton Fl		$156.84	
09/26/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$14.58	
09/25/13		Visa Purchase (Non-pin) Japango Inc Boca Raton Fl		$98.11	
[redacted]					
09/25/13		Visa Purchase (Non-pin) Pineland Nurserydelray Beachfl		$86.77	
09/25/13		Visa Purchase (Non-pin) Shake Shack Boca Raton Fl		$37.21	
09/24/13		Purchase With Pin [redacted]			
09/24/13		Supercuts Boca Raton Fl		$18.00	
09/23/13		Purchase With Pin Usps 1108560234 Boca Raton Fl		$71.15	
09/23/13		[redacted]			
09/23/13		Purchase With Pin Delray Bp Delray Beachfl		$30.19	
		Visa Purchase (Non-pin)			

09/23/13	Lemongrass Rpp Boca Raton Fl	$160.00
09/23/13	[redacted]	
09/23/13	Visa Purchase (Non-pin) Domino's 5065 561-826-0883fl	$31.69
09/23/13	Visa Purchase (Non-pin) Original Pancakeboca Raton Fl	$43.75
09/23/13	Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il	$17.81
09/23/13	Purchase With Pin Publix Super Marboca Raton Fl	$97.97
09/23/13	Purchase With Pin Office Depot 00 Boca Raton Fl	$28.62
09/23/13	Visa Purchase (Non-pin) Jimmy The Greek Boca Raton Fl	$47.01
09/23/13	Visa Purchase (Non-pin) Office Depot #91boca Raton Fl	$115.44
09/23/13	Visa Purchase (Non-pin) Chipotle 1689 Boca Raton Fl	$30.16

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Checking

Account ending in 2457

ACCOUNT BALANCE [redacted] AVAILABLE BALANCE

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	
10/2/13		Lacrosse Monkey		140.02
10/02/13		Purchase With Pin Pin COSTCO		$28.52 (pending)
10/02/13		Purchase With Pin Pin COSTO		$67.71 (pending)
10/02/13		Purchase With Pin Pin PUBLIX		$5.49 (pending)
10/01/13		Purchase With Pin Macy's 757 Boca Raton Fl		$30.73
10/01/13		Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il		$3.82
10/01/13		[redacted]		
10/01/13				
10/01/13				
09/30/13		Purchase With Pin Publix Super Marboca Raton Fl		$112.12
09/30/13		[redacted]		
09/30/13				
09/30/13		Visa Purchase (Non-pin) Msft *xbox Livbill.xbox.cowa		$3.99
09/30/13		Purchase With Pin Wal-mart #1589 Delray Beachfl		$51.93
09/30/13		Visa Purchase (Non-pin) Msft *xbox Livbill.xbox.cowa		$3.99
09/30/13		Visa Purchase (Non-pin) Msft *billing Bill.ms.net Wa		$2.99
09/30/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$6.63
09/30/13		Purchase With Pin Publix Super [redacted]		$67.06
09/30/13				[redacted]
09/30/13		Visa Purchase (Non-pin) Chevron 00352703boca Raton Fl		$79.99
09/30/13		Purchase With Pin Gamestop		$63.59

09/30/13	#4348 6boca Raton Fl Visa Purchase (Non-pin) Ghost Armor Bocaboca Raton Fl		$26.15
09/30/13	Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$6.63
09/30/13	Visa Purchase (Non-pin) First Watch #082boca Raton Fl		$18.21
09/30/13	Visa Purchase (Non-pin) Subway 00boca Raton Fl		$7.69
09/30/13	Visa Purchase (Non-pin) Maoz Vegetarian Boca Raton Fl		$27.14
09/27/13 1630	[redacted]		
09/27/13			
09/27/13	Purchase With Pin Publix Super Marboca Raton Fl Your Cash Back Amount $60.00		$120.89
09/27/13	Purchase With Pin Publix Super Marboca Raton Fl Your Cash Back Amount $100.00		$102.65
09/27/13	Purchase With Pin Publix Super Marboca Raton Fl		$30.26

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, September 27, 2013 3:22 PM
To: 'Candice Bernstein (tourcandy@gmail.com)'; 'Eliot Ivan Bernstein (iviewit@gmail.com)'
Cc: Robert Spallina; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; Worth, Hunt
Subject: FW: Bernstein bills
Attachments: 20130927 Bills for Oppenheimer.pdf

Candice,

As you are aware, we have sent you all the funds available in the boys' accounts. There is a small reserve in the Bernstein Family Realty account to cover accounting and legal fees.

You will have to get funds for the payment of these bills from another source.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Friday, September 27, 2013 3:12 PM
To: Craig, Janet
Subject: Bernstein bills

Hi Janet- I hope this note finds you well. Please find the attached invoices. I am not sure what is paid and not paid, but these need to be paid. Thanks! Candice

NOTICE: Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

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Simon and Shirley Bernstein Estate
Estate Analysis
As of 10/28/13 (assets diminishing rapidly as a result of EB)

Shirley & Simon ESTATE & TRUST ASSETS/LIABILITIES	ASSET VALUES	EXPENSES LIABILITIES	NAV at 10/28	Assets under Wills Children are Beneficiaries of Persona Property					Grandchildren as Trust Beneficiaries (all other assets of Shirley and Simon Trusts)									
				Ted	Pam	Lisa	Jill	Eliot	Alexandra	Eric	Michael	Molly	Carly	Max	Julia	Josh	Jake	Daniel
JPM - Bernstein LLLP	545,948	-	545,948						54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595
JPM - Simon Estate	67,402	(66,870)	532						53	53	53	53	53	53	53	53	53	53
JPM - Simon Trust	99,000	(33,756)	65,244						6,524	6,524	6,524	6,524	6,524	6,524	6,524	6,524	6,524	6,524
JPM - Shirley Trust	1,515,574	(463,000)	1,052,574						105,257	105,257	105,257	105,257	105,257	105,257	105,257	105,257	105,257	105,257
7020 Lionshead	1,350,000	-	1,350,000						135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000
Note Receivable (Note 1)	365,000	-	365,000						36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500
Jewelry	63,000	-	63,000	12,600	12,600	12,600	12,600	12,600	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300
Furniture & Furnishings	50,000	-	50,000	10,000	10,000	10,000	10,000	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
IRA	17,575	-	17,575						1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758
LIC Shares (33%) (assumes no value)	-	-	-						-	-	-	-	-	-	-	-	-	-
Wells Fargo Loan (7020)	-	(530,000)	(530,000)						(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)
TOTAL FOR DISTRIBUTION	**4,073,499**	**(1,093,626)**	**2,979,873**	**22,600**	**22,600**	**22,600**	**22,600**	**22,600**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**

OUTSIDE OF ESTATE
Insurance 1,600,000 (divided equally among Ted, Pam, Lisa, Jill and Eliot)

Note 1 - requires that Eliot obtain financing on home to pay off loans owed to Walt Sahm (first mortgage) and then Estate (second mortgage) by Bernstein Family Realty. If not, then Estate must foreclose on property to collect on Note.

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 23, 2013 6:07 PM
To: Ted Bernstein
Cc: 'Craig, Janet'; 'Worth, Hunt'; Donald Tescher; 'Mark Manceri, Esq.'
Subject: RE: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Ted – as discussed and in the interest of your nephews' welfare, please pay the electric (FPL), water (City of Boca), pool, Comcast, Verizon, medical (Cobra), and alarm monitoring (it was not on the 10/7 list of bills sent to Janet that we went through but the one he sent Monday at 8:50PM to Janet and us - for Your Security Service $74). Until there is a resolution with your brother, this is what should be done to avoid his potential claim that you or I are being punitive/negligent/reckless in administering the trust or estate despite the fact that he has never reached out to either of us directly to pay anything or arranged for his kids trusts to be funded. He continues to make demands of and threaten litigation on Janet and Hunt at Oppenheimer despite their advising him that there are no monies left in the trust or Realty account. I think this is what your parents would have wanted and for now is the moral thing to do. I know that you do not want to set precedent but perhaps this can lead to some sort of resolution with him going forward. I am, however, not optimistic.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, October 23, 2013 3:54 PM
To: Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company ; Hunt Worth ~ President @ Oppenheimer Trust Company
Cc: Robert Spallina; Ted Bernstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Janet and Hunt, not sure who is in charge of the bills and billings and who is responsible for the bills and management of Bernstein Family Realty, LLC and who is responsible as Trustee of the trust and the payment of the children's home expenses. All fiduciary responsibilities appear to have been abducted by the trustees and managers and bills are left unpaid and accounts appear not transferred to anyone who is handling them and all of this has put the children at extreme risk and danger. Of course, we still not have complete documentation on any of these entities and what has transpired that are wholly executed documents and therefore have no idea where anything is going. As of today,

Internet, phones, television, school work accounts, etc. have all been shut off for lack of payment on the bill. As you have stopped responding to prior requests as Trustee of the trust and last manager of the LLC regarding these matters, I can only take it that you are refusing to respond to requests made on the children's behalf relating to these entities.

Please have someone from your offices or legal counsel contact me ASAP as to this email and the last two you have not responded to.

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Wednesday, October 23, 2013 1:04 PM
To: Robert Spallina
Subject: Re: FW: Bernstein - Waivers

Hi,
Not to worry, it's my signature on the document being overnighted to you!
thanks

On Wed, Oct 23, 2013 at 9:46 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Please call me

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Wednesday, October 23, 2013 10:43 AM
To: Robert Spallina
Cc: Guy Iantoni

Subject: Re: FW: Bernstein - Waivers

It is being notarized and Fed X to you today. thanks

On Wed, Oct 23, 2013 at 9:34 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Jill - We have not received your waiver and release. Has it been sent. We have all the others.

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Friday, October 18, 2013 11:20 AM
To: Robert Spallina; Jill Iantoni

Subject: RE: FW: Bernstein - Waivers

Yes I have the form

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 18, 2013 10:20 AM
To: Guy Iantoni; Jill Iantoni
Subject: RE: FW: Bernstein - Waivers

No problem. Just have them cross out Florida and write in Illinois. You have the form correct?

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Friday, October 18, 2013 10:51 AM
To: Jill Iantoni
Cc: Robert Spallina
Subject: RE: FW: Bernstein - Waivers

Robert, is it ok if the notary is in IL not FL as stated on the document? Please advise. Thanks Guy

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, October 18, 2013 9:35 AM
To: Guy Iantoni; Jill Iantoni
Subject: Fwd: FW: Bernstein - Waivers

Here is the Fed X number to use. 409441343

---------- Forwarded message ----------
From: **Robert Spallina** <rspallina@tescherspallina.com>
Date: Fri, Oct 11, 2013 at 10:19 AM
Subject: FW: Bernstein - Waivers
To: Pamela Beth Simon <psimon@stpcorp.com>, Lisa <lisa.friedstein@gmail.com>, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>, Jill Iantoni <jilliantoni@gmail.com>
Cc: Donald Tescher <dtescher@tescherspallina.com>, "Mark Manceri, Esq." <mrmlaw@comcast.net>

Pursuant to our conversation, attached are the Waivers for your mother's estate which require notarization. Please execute in front of a notary ASAP and send them to our office at the address below. Please contact me with any questions.

Thank you,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Kimberly Moran
Sent: Friday, October 11, 2013 10:28 AM
To: Robert Spallina
Subject: Bernstein - Waivers

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, October 17, 2013 9:48 AM
To: 'Craig, Janet'; Robert Spallina
Subject: RE: Bernstein School Bills

Thanks Janet, that was my assumption, that they would not speak with you, or any of us, about the invoices. That will likely change once they realize they are not getting tuition without facilitating any possibility of us doing so.

Take care,

Ted

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 12:20 PM
To: Ted Bernstein; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein School Bills

Hi Ted,

We had the name/address changed on the invoices third quarter of last year when we took over the payment of bills. If I remember correctly we started paying the school bills prior to paying the household expenses.

I have not been in contact with Eliot since my last email to him and I do not intend to respond to any further requests. I have not been in contact with the school as they would not take direction from to change the billing address. That request would have to come from whomever is paying the bills going forward. They have not called me about the late payment, though I believe they have my phone number.

Please let me know if I can be of assistance in any way.

Janet Craig
973-245-4635

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, October 16, 2013 11:24 AM
To: Craig, Janet; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein School Bills

Thank you Janet.

On the invoice, the account name is in the name of Oppenheimer. Has it always been that way or is this something new and if so, can I assume that either Eliot or Candice instructed the school to put your name there? Please advise.

Also, are you going to respond to Eliot or the school? I am not suggesting you do, only verifying that you do not intend to respond to these types of requests any longer, per your last email to Eliot.

Sincerely,

Ted

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 11:14 AM
To: 'Robert Spallina (rspallina@tescherspallina.com)'; Ted Bernstein
Subject: Bernstein School Bills

The attached school bills arrived yesterday for Daniel, Jake and Josh.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Tower Hill® Insurance

Preferred Risk Flood Insurance Quote

Date	Type	Tracking Number	EffectiveDate	Expiration Date	Waiting Period
01/25/2013	New	0000127386	02/24/2013	02/24/2014	Standard 30 Day Wait

PropertyAddress
2753 NW 34TH ST
BOCA RATON, FL 33434-3459

Insured Name(s)
BERNSTEIN FAMILY REALTY LLC

Mailing Address and Phone
2753 NW 34TH ST
BOCA RATON, FL 33434-3459

Home Phone:
Work Phone:
Cell Phone:
Email:

Agency Name, Address, and Phone
MASSEY CLARK FISCHER INC
400 EXECUTIVE CENTER DR STE 205
WEST PALM BEACH, FL 33401-2922
Phone Number: (561) 478-1600
Producer Code: FL0986
Email: info@masseyclarkfischer.com

Flood Zone and Community Information
CommunityName: BOCA RATON, CITY OF
Current Flood Zone: B
Community Number: 120195
Map Panel Suffix: C
Map Panel: 0005
FIRM Date: 08/01/1978
Program Status: Active and participating
County: PALM BEACH

Occupancy Information
Occupancy Type: Single Family

Foundation Information
Foundation: Slab on Grade

Risk Rating Method: *PRP*
Post-FIRM: No
Pre-FIRM, Rated As Post-FIRM: No

Coverage/Rate Information

Deductible: $1,000 / $1,000

Premium Information

** Quote Only, Not An Application * Quote Only, Not An Application **

Coverage	Premium
$100000 / $40000	$310
$125000 / $50000	$332
$150000 / $60000	$354
$200000 / $80000	$388
$250000 / $100000	**$412**

** Quote Only, Not An Application * Quote Only, Not An Application **

Massey, Clark, Fischer, Inc.
400 Executive Ctr Dr, Ste 205
West Palm Beach, FL 33401
Phone : 561-478-1660 Fax : 561-478-6876

INVOICE# 20224 Page 1

ACCOUNT NO.	OP	DATE
BERNFAM	LF	01/31/13

POLICY INFORMATION

COMPANY
Lexington Insurance Company

PRODUCER
Eric J. Fischer, CLU

EFFECTIVE	EXPIRATION	BALANCE DUE ON
01/31/13	01/31/13	01/31/13

Bernstein Family Realty LLC
2753 N.W. 34th Street

Itm #	Eff Date	Trn	Description		Amount
214125	01/31/13	NEW	Homeowners Policy	$	7,673.00
214126	01/31/13	CFE	Company fee	$	714.79
			Invoice Balance:	$	8,387.79

Please make check payable to Massey, Clark, Fischer, Inc.

4124141241

Craig, Janet

From: Lynne Freedman <lynne@masseyclarkfischer.com>
Sent: Thursday, January 31, 2013 2:30 PM
To: 'Eliot Ivan Bernstein'
Cc: Craig, Janet; Judi Harden
Subject: RE: Application & Invoice for Lexington Homeowners Policy & Tower Hill Preferred Flood Insurance Proposal

The policy cannot be paid quarterly. We need the full annual premium. Whoever has an insurable interest in Bernstein Family Realty LLC should sign the application.

To expedite matters, you can complete and sign the application and return it to me today via e-mail with a copy of your check made payable to Massey, Clark, Fischer Inc. for $8,387.79 but make sure you put the check in the mail to us.

Please let me know if you have any further questions.

Thank you.

Please note we are a FULL SERVICE Agency and we can provide Life, Health, Disability, Long Term Care, Bonds, Auto, Home, Flood, complete Business Insurance coverages including Property/Liability/Auto/Workers Compensation, 401(k) Retirement Plans and Employee Group Health/Dental/Life. Please let us know if we can show you any of these other plans we offer.

Lynne Freedman
Marketing

Massey,Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561) 478-1660
Direct Phone: (561) 296-3761
Direct Fax: (561) 296-5210
Email: lynne@masseyclarkfischer.com
Address: 400 Executive Center Drive., Ste. 205
West Palm Beach, FL 33401

Visit our virtual insurance office at www.masseyclarkfischer.com.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, January 31, 2013 2:08 PM
To: 'Lynne Freedman'
Subject: RE: Application & Invoice for Lexington Homeowners Policy & Tower Hill Preferred Flood Insurance Proposal

Janet, who should fill this out and sign? We should put a deposit down and pay quarterly on this so we can get it in force today or tomorrow if possible due to potential liabilities. eb

From: Lynne Freedman [mailto:lynne@masseyclarkfischer.com]
Sent: Thursday, January 31, 2013 1:28 PM

To: iviewit@iviewit.tv
Cc: janet.craig@apco.com; Judi Harden
Subject: Application & Invoice for Lexington Homeowners Policy & Tower Hill Preferred Flood Insurance Proposal

Hi Eliot!

Please read, complete, sign and return pages 2, 3, 4, 5, 6, 7, 8, and 9 of the attached application where indicated along with a check made payable to Massey, Clark, Fischer Inc. for $8,387.79. Once I receive all, I will request that you coverage be bound.

Also attached is a Tower Hill Preferred Flood Insurance Proposal. I will need a check made payable to Tower Hill Preferred Insurance Company for $412. Your coverage would take effect after a 30 day waiting period from the time we receive your check as per the FEMA guidelines.

Should you have any questions, I will be in the office for the rest of today and will return on Tuesday, Feb. 5th.

Thank you.

Please note we are a FULL SERVICE Agency and we can provide Life, Health, Disability, Long Term Care, Bonds, Auto, Home, Flood, complete Business Insurance coverages including Property/Liability/Auto/Workers Compensation, 401(k) Retirement Plans and Employee Group Health/Dental/Life. Please let us know if we can show you any of these other plans we offer.

Lynne Freedman
Marketing

Massey,Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561) 478-1660
Direct Phone: (561) 296-3761
Direct Fax: (561) 296-5210
Email: lynne@masseyclarkfischer.com
Address: 400 Executive Center Drive., Ste. 205
West Palm Beach, FL 33401

Visit our virtual insurance office at www.masseyclarkfischer.com.

For the Account of: *BERNSTEIN FAMILY REALTY LLC CUSTODY ACCOUNT*
OPPENHEIMER TRUST COMPANY, CUSTODIAN

Account Number: *65 00 0919 3 03*

Report Date: *10/15/2013 11:31 AM*
Previous Close Date: *10/14/2013*
Period: *2/1/2013 to 2/1/2013*

Transaction History

* Indicates changed from beginning of day

Description Block	Posting Date	CUSIP #	Shares/Par Change	Income Cash	Principal Cash	Investment Cost Basis	Inventory
DISTRIBUTIONS							
MASSEY, CLARK, FISCHER INC. NEW HOMEOWNER'S INSURANCE POLICY PER INVOICE DATED 1/31/13 CHECK NUMBER 23998	02/01/2013		0.0000	0.00	-8,387.79	0.00	0.00
TOWER HILL PREFERRED INSURANCE COMPANY NEW FLOOD INSURANCE POLICY PER INVOICE DATED 1/25/13 CHECK NUMBER 23999	02/01/2013		0.0000	0.00	-412.00	0.00	0.00
TOTAL DISTRIBUTIONS			0.0000	0.00	-8,799.79	0.00	0.00
ASSET INCREASES							
PURCHASE ADVANTAGE BANK DEPOSIT	02/01/2013	00758Z908	6,000.0000	0.00	-6,000.00	6,000.00	6,000.00
TOTAL ASSET INCREASES			6,000.0000	0.00	-6,000.00	6,000.00	6,000.00
ASSET DECREASES							
REDEEM ADVANTAGE BANK DEPOSIT	02/01/2013	00758Z908	-8,799.7900	0.00	8,799.79	-8,799.79	-8,799.79
TOTAL ASSET DECREASES			-8,799.7900	0.00	8,799.79	-8,799.79	-8,799.79
			-2,799.7900	0.00	-6,000.00	-2,799.79	-2,799.79

TS006955

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 12:58 PM
To: Robert Spallina
Subject: RE: Bernstein School Bills
Attachments: Bernstein Family Realty Ins.pdf

Yes... and I think the check went out yesterday.

I was just writing you an email. For the check to Walter Sahm. Did you want me to send it directly to Cappeller's office or send it to you first?

I've attached the information I had in the file regarding the Homeowner's and Flood insurance. I also included a sheet with transactions showing that they were paid. That's the best I could come up with.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, October 16, 2013 12:30 PM
To: Craig, Janet
Subject: RE: Bernstein School Bills

Thank you Janet. Did you receive our bill for payment?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 12:20 PM
To: 'Ted Bernstein'; Robert Spallina
Subject: RE: Bernstein School Bills

Hi Ted,

We had the name/address changed on the invoices third quarter of last year when we took over the payment of bills. If I remember correctly we started paying the school bills prior to paying the household expenses.

I have not been in contact with Eliot since my last email to him and I do not intend to respond to any further requests. I have not been in contact with the school as they would not take direction from to change the billing address. That request would have to come from whomever is paying the bills going forward. They have not called me about the late payment, though I believe they have my phone number.

Please let me know if I can be of assistance in any way.

Janet Craig
973-245-4635

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, October 16, 2013 11:24 AM
To: Craig, Janet; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein School Bills

Thank you Janet.

On the invoice, the account name is in the name of Oppenheimer. Has it always been that way or is this something new and if so, can I assume that either Eliot or Candice instructed the school to put your name there? Please advise.

Also, are you going to respond to Eliot or the school? I am not suggesting you do, only verifying that you do not intend to respond to these types of requests any longer, per your last email to Eliot.

Sincerely,

Ted

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 11:14 AM
To: 'Robert Spallina (rspallina@tescherspallina.com)'; Ted Bernstein
Subject: Bernstein School Bills

The attached school bills arrived yesterday for Daniel, Jake and Josh.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 15, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed are two (2) invoices dated October 10, 2013 from Advantage Messenger & Process. Please remit payment in the total amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

INVOICE

Invoice #AMV-2013003459
10/10/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Case Number: Palm Beach 502011CP000653XXXXSB

Plaintiff:
Eliot Ivan Bernstein, Pro Se

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

Received: 10/3/2013 Served: 10/10/2013 8:42 am SUBSTITUTE - RESIDENTIAL
To be served on: Eliot Ivan Bernstein

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	40.00	40.00
TOTAL CHARGED:			$40.00
BALANCE DUE:			**$40.00**

Please Include The Last 4 Digits Of The Invoice Number On Payment.
WE NOW ACCEPT CREDIT CARDS.

Copyright © 1992-2011 Database Services, Inc. - Process Server's Toolbox V6.5n

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

INVOICE

Invoice #AMV-2013003458
10/10/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Case Number: Palm Beach 502011CP000653XXXXSB

Plaintiff:
Eliot Ivan Bernstein, Pro Se

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

Received: 10/3/2013 Served: 10/10/2013 8:42 am INDIVIDUAL/PERSONAL
To be served on: Candice Bernstein

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local) PERSONAL SERVICE	1.00	80.00	80.00
TOTAL CHARGED:			$80.00
BALANCE DUE:			**$80.00**

Please Include The Last 4 Digits Of The Invoice Number On Payment.
WE NOW ACCEPT CREDIT CARDS.

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Kimberly Moran

From: Kimberly Moran
Sent: Monday, October 14, 2013 2:37 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: Bernstein - invoices

Dear Mr. Bernstein:

Attached are two invoices: one for Marc Manceri for services rendered through September 30, 2013, and the second for Empire Legal Reporting for a copy of the transcript for the hearing on September 13, 2013. Please pay them directly.

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

September 30, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653xxxxsb

CURRENT CHARGES:

		Hours	*Amount*
07/30/2013	Receipt and review fax (63 pgs) from Robert Spallina, Esq.	1.00	395.00
09/10/2013	Receipt and review e-mails from Donald Tescher, Esq.; prepare e-mails to Donald Tescher, Esq.	0.40	158.00
09/11/2013	Receipt and review e-mails from Donald Tescher, Esq.; prepare e-mails to Donald Tescher, Esq.; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esaq.; telephone conference with Ted Bernstein; prepare Notice of Appearance.	0.90	355.50
09/13/2013	Prepare for 9/13/13 Hearing; receipt and review e-mail from Robert Spallina, Esq.; telephone conference with Robert Spallina, Esq.; travel and attendance at Hearing.	3.80	1,501.00
09/16/2013	Prepare Notice of Filing; review file.	0.30	118.50
09/18/2013	Receipt and review Transcript of 9/13/13 Hearing; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.; instructions to Legal Assistant; receipt and review e-mail from Eliot Bernstein; prepare e-mails to Eliot Bernstein.	1.50	592.50
09/19/2013	Receipt and review e-mails from Robert Spallina, Esq.; prepare e-mails to Robert Spallina, Esq.; instructions to Legal Assistant; prpeare proposed Order; prepare e-mails to Eliot Bernstein; receipt and review e-mails from Eliot Bernstein; receipt and review e-mails from Ted Bernstein;	1.00	395.00

		Hours	*Amount*
	prepare correspondence to Judge Colin.		
09/20/2013	Travel and attendance at meeting at Robert Spallina's office; receipt and review e-mails from Eliot Bernstein.	1.20	474.00
09/23/2013	Receipt and review e-mails from Eliot Bernstein; receipt and review e-mails from Donald Tescher, Esq.; telephone conference with Ted Bernstein; receipt and review e-mail from Ted Bernstein.	0.80	316.00
09/25/2013	Receipt and review e-mail from Kimberly Moran.	0.40	158.00
09/27/2013	Receipt and review Orders.	0.10	39.50
09/30/2013	Telephone conference with Robert Spallina; instructions to Legal Assistant; receipt and review e-mail from Ted Bernstein.	0.30	118.50
	ATTORNEY'S FEES AT $395.00 PER HOUR:	***11.70***	***$4,621.50***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		46.00
	Postage		22.00
	TOTAL ADVANCED CLIENT COSTS:		***$68.00***
	TOTAL CURRENT CHARGES:		***$4,689.50***
	TOTAL NOW DUE		***$4,689.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

PLEASE NOTE :

ATTORNEY'S FEES ARE CHARGED AT $395.00 PER HOUR FOR TIME EXPENDED PRIOR TO OCTOBER 1, 2013 AND AT THE NEW RATE OF $410.00 PER HOUR FOR TIME EXPENDED COMMENCING OCTOBER 1, 2013.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
10911	9/22/2013	12819
Job Date	**Case No.**	
9/13/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin	73.00 pages	@	5.95	434.35
5 Day Service Charge for Original & 1 Copy				109.50
Court Reporter Attendance Fee			85.00	85.00
Word Index & Condensed Transcript			15.00	15.00
CD & e-transcript Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$693.85**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 10911
Invoice Date : 9/22/2013
Total Due : $693.85

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 12819
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 7, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated September 22, 2013 from Empire Legal Support, Inc. Please remit payment in the amount of $693.85 directly to Empire Legal Support, Inc.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Robert Spallina

From: Worth, Hunt [Hunt.Worth@opco.com]
Sent: Monday, October 07, 2013 5:25 PM
To: Robert Spallina; Craig, Janet
Subject: Re: Eliot Bernstein

Thank you.

From: Robert Spallina <rspallina@tescherspallina.com>
To: Worth, Hunt; Craig, Janet
Sent: Mon Oct 07 17:23:53 2013
Subject: Eliot Bernstein

Hunt/Janet – as discussed, this email will confirm that Eliot Bernstein's rants with respect to his children's trusts that you are administering as Trustee are completely unfounded. The trusts have an administration provision that allow distributions under a HEMS standard and the way in which you have administered the trusts since Si Bernstein's death comports with those terms. There has never been an agreement or an arrangement for the estate(s) to reimburse the trusts for expenses that you have paid from the trusts. Unfortunately, Mr. Bernstein feels the need to perpetuate lies and make threats to whomever crosses his path. I would cease all communication with him going forward.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Monday, October 07, 2013 1:42 PM
To: Robert Spallina
Cc: Craig, Janet
Subject: Bernstein

I left you a message...Janet and I hope to speak when you are able.

Thank you.

Hunt
215-656-2815

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MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 2, 2013

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Mr. Bernstein:

In furtherance of the Order on Notice of Emergency Motion to Freeze Estates dated September 24, 2013 entered by Judge Colin, please be advised that the October 28, 2013 evidentiary Hearing is now scheduled to begin at 4:00 p.m. per Judge Colin's instructions.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp

cc: Theodore Bernstein
Lisa Sue Friedstein
Pamela Beth Simon
Donald R. Tescher, Esq.
Robert L. Spallina, Esq.

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Thursday, September 19, 2013 4:10 PM
To: 'Ted Bernstein'; 'Pamela Beth Simon'; 'Jill M. Iantoni'; 'Lisa'; 'Lisa S. Friedstein'
Cc: Robert Spallina; Donald Tescher; mrmlaw@comcast.net; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Estate of Shirley Bernstein
Attachments: 20130913 TRANSCRIPT Emergency Hearing Colin Spallina Tescher Ted Manceri.pdf

Ted, if you need a full transcript I have attached one for your review. What the judge said to all of you collectively (you Ted, Tescher, Spallina, Tescher & Spallina and Mark Manceri0, was far worse and indicated that criminal acts had been committed and Miranda Warnings should be read to all of you now for the fraud on the court that he saw with his own eyes that took place in his court and upon him personally and where he said it twice. I am surprised you were not arrested on the spot but he did not say he would not do that next time, he just indicated he should do it right then. Not just due to Tescher & Spallina Law Firm and Moran's admittedly fraudulent and alleged forged documents but the fraud on the court and failure to notify the court of dad's passing while depositing these felonious official records in official proceedings. I hope the transcript frees up your recollection.

I do believe that much of these costs will not be paid by the estate or the beneficiaries in the end but by those guilty of committing these crimes and in fact the judge can offer broad relief in these situations to the victims, especially with forensic costs, etc. caused by others bad behavior. I believe there will be bonding and other reliefs that will be ordered by the judge to bear the burdens caused here by you, Tescher and Spallina and others trying to thwart dad's desires and intents and substituting them with your own using felonious documents. Has Robert and Donald reported this to their insurance companies yet? Has Kimberly reported these matters and admissions to her bonding company? I do believe all damages caused by a Notary Public in the employ of a Law Firm while doing business are fully covered by the Law Firm under Florida law. I note Robert and Donald and Mr. Manceri are included in this email and I ask each of you who are you policies with and to please send all parties in this email the carriers, policy numbers, etc. and demand that you report these matters and the litigations that will result, as Ted astutely points out in his letter. Robert do you have the bonding information for Kimberly's carrier? if so please forward that and her policy number too. I would advise all of you involved in the estate to now get counsel in whatever alleged fiduciary, legal or other roles you are claiming. I also note that it was determined in the hearing that Dad died as the Personal Representative and Trustee of Mom's estate and no successors were chosen and approved by the court due to the fraud on the court. I have tax forms and other forms you filed for the sale of the Condo Ted where you were signing as Personal Representative and Successor Trustee of the estate, I just want to clarify exactly what roles you have and are representing yourself in. I did note in the transcript you claimed to the Judge that you were there as Trustee of the Estate of mom, yet how can that be true in light of what we learned in the hearings? I believe you, Spallina, Tescher, Moran and others attempting to perpetrate this fraud are the ones costing the estates and will bear all of the damages for your improper and unlawful actions.

My answer to the Judge's advice to meet with you was plain and clear and the whole of the conversation is in the transcript and relates to my refusal to meet and participate in any ongoing frauds. If you would like to meet it would be best after you, Tescher, Spallina and Manceri have all resigned from any fiduciary or legal roles you have in the estates, turn over all documents, records and assets to counsel I will secure at that time you comply with this request. Then we can meet and discuss the matter with all of parties and their representative counsel to discuss any settlements. Once again, I caution you that each and every action that you and Robert and Donald and others do in the estate may result in further criminal and civil liabilities against you.

I am confused as to who is representing you at this point or are you representing yourself still individually and as alleged and mistaken "Trustee of the Estate" and "Personal Representative" of mom's estate? With your children now as potential alleged beneficiaries of mom's estate based on legally defective documents that appear to have been done after dad's passing and you acting as their trustee, you may have conflicts and other problems in acting in

any fiduciary capacity in the estate and you should not be elected in any fiduciary capacities, especially without counsel. Let me know what your attorney says?

Eliot

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 19, 2013 3:04 PM
To: 'Eliot Bernstein'; Pamela Beth Simon; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Cc: ROBERT SPALLINA (rspallina@tescherspallina.com); Donald R. Tescher (dtescher@tescherspallina.com); 'mrmlaw@comcast.net'
Subject: RE: Estate of Shirley Bernstein

Eliot > I believe this is a gross misrepresentation of what happened in court on Friday. From my recollection, the judge was quite specific about what he intends to hear on the 28th.

I am also concerned about the way in which the transcripts are being diced. It appears as if there are words being inserted that were not on the record and only partial statements being pasted into your emails. I would ask that you cease from continuing these distortions. Admittedly, I have not yet seen the transcript but I am almost certain that Robert Spallina said more than what you pasted in an earlier email:

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the

14 transaction?

15 MR. SPALLINA: I was involved

I am fairly certain that Robert continued that sentence and explained to Judge Colin, in detail, how he and his firm, including Kim Moran (whom Mom and Dad were both very fond of), were involved in the notary matter addressed by Judge Colin. I believe his explanation was rather lengthy, yet your email would lead one to believe he answered by saying, "I was involved". Maybe this was an oversight on your part so I shall give you the benefit of the doubt. However, you appear to be adept at the use of cut and paste so I would ask that you try to be more cautious if you intend to continue down this path.

I remind you again that you are causing the assets of the trusts, as well as Dad's estate, to diminish. The money used for hearings, analysis and preparation of your allegations and petitions comes directly from trust and estate assets. As a result, the amount of money that will ultimately be paid to the beneficiaries is going to be less.

I believe the Judge advised you to meet with us. If you would like to do so, please email me and Robert and we can arrange to meet with you at a time that is convenient for you.

Take care,

Ted

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, September 19, 2013 2:25 PM
To: Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: FW: Estate of Shirley Bernstein

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, September 19, 2013 2:16 PM
To: 'Myra'
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Estate of Shirley Bernstein

I do not agree with your Order at all. Again, I think estate counsel Tescher & Spallina should resign immediately as counsel to the estate for the Fraud on the Court already identified and admitted to at the hearing as the transcripts clearly show.

My response,

1. The proposed Order is false and misleading in the first part of your draft order, as the Emergency Motion was not denied in toto and there are many parts to it and the remainder to be heard on the 28th or whatever date the judge selects, according to the Judge. From the hearing transcript,

   18 **It's only really that there's**

   19 no emergency here. Everything everyone raises

   20 on the 28th.

   21 MR. MANCERI: Very good, Judge. Do you

   22 think we can do it in an hour, Judge?

   23 THE COURT: We'll try.

   The hearing cannot be solely on Shirley's estate as the matters in Shirley's estate pertain to Simon's estate. I do understand that Simon's estate is administered by Judge French and orders in that estate will come from him. Have you thought of inviting him to attend the hearings as they relate to Simon's estate?

2. I thought the judge wanted the evidentiary hearing moved up from the 10/28/13 to mid-September.
3. I would add that the hearing will also be in regard to any documents or issues in Simon's estate that relate to the closing of Shirley's estate or any documents or issues that effected both estates, including beneficiary changes in either estate and all the documents that effectuated any changes to their 2008 estate plans that appear properly signed and executed.
4. Again, I believe you should advise your clients to withdraw as counsel to the estate as all of these issues relate to their alleged fraudulent acts and their legal assistant, Kimberly Moran and their admitted fraudulent notarizations that are alleged forged and this puts them in conflict now. Finally, I am not sure how the judge is to allow them to continue to represent any parties in these matters until all of the ongoing investigations both criminally and civilly against them are rectified in light of the fact that they have already committed Fraud upon the Court and more and admitted to it in the hearing.

Your cover email states that you will "advise Judge Colin that you do not agree with the provisions of the Agreed Order and will be submitting your own Orders to the Court for its consideration" and instead I would prefer if you not only advise the Judge but submit my entire replies to your proposed orders, including this email and my last,

with the original proposed orders I reviewed to the Judge, along with any other advice you will be giving him. If you do not intend on complying with this request please let me know so that I may send them in if I have to file my own proposed orders, either way, did not want to burden the Court with the same documents.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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From: Myra [mailto:mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 11:53 AM
To: iviewit@gmail.com
Cc: rspallina@tescherspallina.com
Subject: Estate of Shirley Bernstein

Robert Spallina

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Sent: Thursday, September 19, 2013 3:04 PM
To: 'Eliot Bernstein'; Pamela Beth Simon; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Cc: Robert Spallina; Donald Tescher; 'mrmlaw@comcast.net'
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Thank you,

Eliot

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From: Myra [mailto:mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 11:53 AM
To: iviewit@gmail.com
Cc: rspallina@tescherspallina.com
Subject: Estate of Shirley Bernstein

Dear Mr. Bernstein,

I am in receipt of your e-mail dated September 18, 2013 regarding the Agreed Order to Reopen Estate and Appointing Successor Personal Representatives. I do not agree with your comments, changes as they do not comport with the Order of the Court.

I am attaching a draft Order on Notice of Emergency Motion to Freeze Estates for your review, comments, etc., which I will need to receive from you by noon (12:00 PM) tomorrow. If I do not hear from you, I will submit both Orders to the Court and advise Judge Colin that you do not agree with the provisions of the Agreed Order and will be submitting your own Orders to the Court for its consideration.

Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)



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Robert Spallina

From: Myra [mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 11:53 AM
To: iviewit@gmail.com
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein
Attachments: Estate of Shirley Bernstein - Draft Order on Emergency Motion to Freeze Estates.pdf

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Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)



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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, PROBATE DIVISION

Deceased. CASE NO: 502011CP000653XXXXSB

/

ELIOT IVAN BERNSTEIN, PRO SE DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

DRAFT
9/19/13

ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES

THIS CAUSE came before the Court on September 13, 2013, on the Emergency Motion to Freeze Estates filed by Eliot Bernstein and the interested persons having been duly noticed and in attendance at the Hearing were Eliot Bernstein; Candice Bernstein; Mark R. Manceri, Esq., as counsel for Robert L. Spallina and Donald R. Tescher; Robert L. Spallina and Theodore S. Bernstein, and the Court having heard the argument(s) of the parties and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Court finds that no emergency currently exists. As such, the Emergency Motion is denied.

2. The Hearing time currently reserved for October 28, 2013 will be conducted as an evidentiary Hearing solely regarding the Estate of Shirley Bernstein.

3. The purpose of the evidentiary Hearing shall be for the Court to address any alleged improprieties or defects in the form of the pleadings or other documents submitted to the Court in furtherance of closing the Estate of Shirley Bernstein.

4. Pursuant to the request of Counsel for Robert L. Spallina and Donald R. Tescher the time of the evidentiary Hearing on October 28, 2013 has been moved from 10:00 a.m. to _____ p.m. One hour has been reserved.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of September, 2013.

DRAFT

_____
HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Eliot Bernstein
All Interested Persons

Robert Spallina

From: Myra [mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 10:15 AM
To: Robert Spallina
Subject: Re: Estate of Shirley Bernstein

Mr. Spallina,

Pursuant to Mr. Manceri's instructions, Empire Legal Support, Inc. stated that Eliot's wife ordered a copy of the Hearing Transcript and paid for it.

Thank you.

Myra

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)


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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 19, 2013 8:49 AM
To: Robert Spallina
Subject: FW: Estate of Shirley Bernstein - Draft Agreed Order
Attachments: Estate of Shirley Bernstein - Draft Agreed Order, etc.pdf

Ted
561-988-8984
Tbernstein@lifeinsuranceconcepts.com

Sent via Mobile Device

-------- Original message --------
From: Eliot Bernstein <iviewit@gmail.com>
Date: 09/18/2013 5:03 PM (GMT-05:00)
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>,Pamela Beth Simon <psimon@stpcorp.com>,"Jill M. Iantoni" <jilliantoni@gmail.com>,"Jill M. Iantoni" <Iantoni_jill@ne.bah.com>,Lisa <lisa.friedstein@gmail.com>,"Lisa S. Friedstein" <Lisa@friedsteins.com>
Subject: FW: Estate of Shirley Bernstein - Draft Agreed Order

For your records the attached adobe pdf and letter below to Mr. Manceri. Are any of you going to be represented in these matters of the newly opened estate of Shirley by counsel, if so, please provide the name and address for me to serve papers on. Thank you, Eliot

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Wednesday, September 18, 2013 4:31 PM
To: 'Myra'
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Estate of Shirley Bernstein - Draft Agreed Order

Mr. Manceri and Myra,

First, Ted Bernstein should not be appointed as Successor Trustee or Personal Representative as there are conflicts of interest and more with Ted and myself and beneficiaries of the estate. The judge should determine who will be the new Personal Representative and it should be left open for him to decide after the evidentiary hearing. Hopefully, after he reviews the gross negligence and misconduct and more by Tescher & Spallina, Robert Spallina, Donald Tescher & Ted Bernstein discovered in the hearing, he will also demand new estate counsel. After stating he should read you all your Miranda Rights now at the hearing due to the fraud on the court in having dead men sign and notarize documents to close the estate and then failing to contact the court to notify him he was deceased when filing them, well I am not sure we can rely on your client's advice or services any longer. Ted has several other conflicts which are well defined in my 7 Petitions/Motions. I am surprised to learn after Ted claimed in court that he was there as 'trustee for the estate" that Ted who misrepresented himself at the hearing as already appointed would be someone you would elect as a fiduciary, especially after learning there was no Personal Representative or

Successor Trustee approved by the Court for months after Simon died, while the estate was still open and then the estate was closed with Simon's and others fraudulently notarized documents after Simon's death. Simon's admittedly fraudulent and allegedly forged signature was used on a recreated document after his death and where these felonious documents were learned at the hearing to have been sent from your client Tescher & Spallina's office all the beneficiaries have cause for concern. Your clients are responsible for the acts of their Notary Public Kimberly Moran under Florida law. I also think your client Tescher & Spallina, P.A. should resign immediately as estate counsel and you should ask the judge to appoint new estate counsel as well. In fact, from the following statement of the judge at the hearing, I am not sure if you too should be seeking personal and professional representative counsel. The court testimony regarding my comments above below,

"6 THE COURT: So let me tell you because I'm

7 going to stop all of you folks because I think

8 you need to be read your Miranda warnings.

9 MR. MANCERI: I need to be read my Miranda

10 warnings?

11 THE COURT: Everyone of you [Tescher, Spallina, Tescher & Spallina, P.A., Ted Bernstein and you Mr. Manceri] might have to

12 be.

13 MR. MANCERI: Okay."

And then

5 MR. MANCERI: Okay.

6 THE COURT: All right, so stop, that's

7 enough to give you Miranda warnings. Not you

8 personally --

9 MR. MANCERI: Okay.

10 THE COURT: Are you involved? Just tell

11 me yes or no.

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the

14 transaction?

15 MR. SPALLINA: I was involved

We should leave all these items open for the Judge to approve and appoint after the Evidentiary Hearing and after the determination if he will read your Miranda Rights to you and your clients and then arrest you. If you would like me to edit your draft more appropriately let me know but those are my comments thus far. Please let me know your response before any draft is sent to the court. I do not approve of Ted for any fiduciary capacity, nor do I think Spallina & Tescher P.A. should be nominating anyone at this time and resigning and if you would like to put someone in this document you can feel free to elect me Personal Representative. Is Ted your client yet, as you mentioned at the hearing you may be representing him in the proceedings too?

Thanks

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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From: Myra [mailto:mrmlaw1@gmail.com]
Sent: Wednesday, September 18, 2013 2:03 PM
To: iviewit@gmail.com
Subject: Re: Estate of Shirley Bernstein - Draft Agreed Order

Eliot,

Pursuant to Judge Colin's instructions, attached is a draft Agreed Order from the Hearing on September 13, 2013. Please provide any Objection(s), comments to me by 12:00 p.m. tomorrow. If I do not receive anything from you, I will forward the Agreed Order to Judge Colin for signature.

Thank you.

Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)



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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

AGREED ORDER TO REOPEN ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES

On the motion of Tescher & Spallina, PA for administration of the Estate of Shirley Bernstein, deceased, and pursuant to an agreement announced in open Court on the record by the persons in attendance at a hearing on September 13, 2013 regarding the estate of the decedent, the Court finding that the decedent died on December 8, 2010, that the personal representative of the estate, Simon Bernstein, died on September 13, 2012, and that Ted S. Bernstein is entitled to appointment as personal representative by reason of being named in the decedent's Will dated May 20, 2008 as successor personal representatives, it is:

ADJUDGED that the estate shall be reopened and that Ted S. Bernstein is appointed as successor personal representative of the estate of the decedent, and that upon taking the prescribed oaths, filing designations and acceptances of resident agent, and entering into bond in the sum of $___ _____, Successor Letters of Administration shall be issued.

DONE and ORDERED in Delray Beach, Palm Beach County, FL, on _____, 2013.

_____
Circuit Judge

cc: Mark Manceri, Esq.

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Robert Spallina

From: Mark Manceri, Esq. [mrmlaw@comcast.net]
Sent: Wednesday, September 18, 2013 12:02 PM
To: Robert Spallina
Subject: RE:

Robert,

Yes. I will handle it.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 18, 2013 11:55 AM
To: Mark Manceri, Esq.
Subject: FW:

Mark – attached is the revised order. Do you need to send it to Eliot for approval? The judge said to get him a copy. His email address is iviewit@gmail.com

From: Lauren Galvani
Sent: Wednesday, September 18, 2013 11:31 AM
To: Robert Spallina
Subject: RE:

See revised attachment.

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Robert Spallina
Sent: Wednesday, September 18, 2013 11:18 AM
To: Lauren Galvani
Subject: FW:

From: Mark Manceri, Esq. [mailto:mrmlaw@comcast.net]
Sent: Wednesday, September 18, 2013 11:17 AM
To: Robert Spallina
Subject: RE:

Robert,

Put that the agreement was announced in open Court on the record by the persons in attendance and add the date of the Will.

Mark Manceri

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 18, 2013 10:52 AM
To: Mark Manceri, Esq.
Cc: Donald Tescher
Subject: FW:

Please take a look at the attached agreed order. Thanks

From: Lauren Galvani
Sent: Wednesday, September 18, 2013 10:52 AM
To: Robert Spallina
Subject:

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

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BENSTON HEARING 9/13/13

- ASKED COURT TO REOPEN ESTATE
- NO ENFORCEMENT - ORDERED
- DOCUMENTS MAY HAVE TIME BAR NOTICE MAY BE WAIVED W/ ESTATE

Dear Mr. Bernstein,

I am in receipt of your e-mail dated September 18, 2013 regarding the Agreed Order to Reopen Estate and Appointing Successor Personal Representatives. I do not agree with your comments, changes as they do not comport with the Order of the Court.

I am attaching a draft Order on Notice of Emergency Motion to Freeze Estates for your review, comments, etc., which I will need to receive from you by noon (12:00 PM) tomorrow. If I do not hear from you, I will submit both Orders to the Court and advise Judge Colin that you do not agree with the provisions of the Agreed Order and will be submitting your own Orders to the Court for its consideration.

Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)



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-

Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 10:59 AM
To: Robert Spallina
Cc: Donald Tescher; <tbernstein@lifeinsuranceconcepts.com>; Pam Simon; Lisa Friedstein
Subject: Re: Estate of Shirley Bernstein

Sounds good.
Thanks

Jill Iantoni
Jilliantoni@gmail.com
(312) 804-2318

On Sep 12, 2013, at 9:47 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> Jill - I have requested a report from JP Morgan that will list the activity in your mother's trust since your father passed. The account at JP Morgan is the only account and should reflect all the activity most of which relates to the carrying costs of both the condo and Lionshead. He usually turns things around pretty quickly so we should have it shortly.
>
> **From:** Jill Iantoni [mailto:jilliantoni@gmail.com]
> **Sent:** Thursday, September 12, 2013 10:44 AM
> **To:** Donald Tescher
> **Cc:** tbernstein@lifeinsuranceconcepts.com; Robert Spallina; Pam Simon; Lisa Friedstein
> **Subject:** Re: Estate of Shirley Bernstein
>
> Thanks Don. Ted, can you share the information with us on behalf of Mom's estate?
> this way we will have it:)
> Thanks
> Jill
>
> On Thu, Sep 12, 2013 at 8:04 AM, Donald Tescher <dtescher@tescherspallina.com> wrote:
> Jill: Your mother's probate estate only consisted of her tangible personal property (clothing, jewelry, etc.) which passed to your father under her will. All other assets were either in her Revocable Trust or passed to your father by operation of law. Consequently, there really is no accounting to be prepared for Shirley's probate estate. Ted, as the successor trustee of the trust for benefit of your father under Shirley's Revocable Trust, would be responsible for providing an accounting of that trust.
>
> Donald R. Tescher, Esq.
> TESCHER & SPALLINA, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Telephone: 561-997-7008
> Facsimile: 561-997-7308
> **dtescher@tescherspallina.com**
>
> If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com
>
> Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the

promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 8:50 AM
To: Donald Tescher
Cc: Pam Simon; Lisa; Ted Bernstein; Robert Spallina; Iantoni, Jill (MBO Partners)
Subject: Re: Estate of Shirley Bernstein

Hi Don,
If you can please forward the accounting/inventory of Shirley Bernstein's estate, since we are closing it for the second time & I have never rec'd any of this information.

Thanks so much,
Jill

On Wed, Sep 11, 2013 at 1:05 PM, Donald Tescher <dtescher@tescherspallina.com> wrote:
Dear Pam, Lisa, Jill and Ted:

As you are aware from your conversations with Robert, and your receipt of pleadings that were filed by us and by Eliot and the Notice of Hearing set by Judge Colin, we will be appearing in court on this Friday for a 30 minute hearing during which Eliot must establish to the satisfaction of the court that an emergency exists and the nature of the emergency. In addition, we have specially set a hearing for October 28 before Judge Colin to clear up the issue of the Waivers filed on your behalfs to close out Shirley's estate.

Attached is an Affidavit we have prepared for your consideration and execution. Naturally, if you have any questions about either the content or the need for filing these affidavits, please contact me. You MUST arrange for execution before a Notary. Please return the fully executed Affidavit to us for presentation to the court.

Thank you for your help

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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Donald Tescher

From: Donald Tescher
Sent: Wednesday, September 11, 2013 2:05 PM
To: Pam Simon; Jill Iantoni; Lisa; 'Ted Bernstein'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein

Dear Pam, Lisa, Jill and Ted:

As you are aware from your conversations with Robert, and your receipt of pleadings that were filed by us and by Eliot and the Notice of Hearing set by Judge Colin, we will be appearing in court on this Friday for a 30 minute hearing during which Eliot must establish to the satisfaction of the court that an emergency exists and the nature of the emergency. In addition, we have specially set a hearing for October 28 before Judge Colin to clear up the issue of the Waivers filed on your behalfs to close out Shirley's estate.

Attached is an Affidavit we have prepared for your consideration and execution. Naturally, if you have any questions about either the content or the need for filing these affidavits, please contact me. You MUST arrange for execution before a Notary. Please return the fully executed Affidavit to us for presentation to the court.

Thank you for your help

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
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dtescher@tescherspallina.com

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9/11/2013

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF TED S. BERNSTEIN

Before me, the undersigned Notary, personally appeared TED S. BERNSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult son of Shirley Bernstein and reside at 880 Berkeley Street, Boca Raton, FL 33487.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____

TED S. BERNSTEIN, Affiant

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **TED S. BERNSTEIN**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and he acknowledged under oath before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

(SEAL) _____
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF JILL IANTONI

Before me, the undersigned Notary, personally appeared JILL IANTONI, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2101 Magnolia Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on October 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____
JILL IANTONI, Affiant

STATE OF ILLINOIS

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **JILL IANTONI**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

_____

(SEAL) NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF LISA S. FRIEDSTEIN

Before me, the undersigned Notary, personally appeared LISA S. FRIEDSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2142 Churchill Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 21, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____

LISA S. FRIEDSTEIN, Affiant

STATE OF ILLINOIS

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **LISA S. FRIEDSTEIN**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

_____

(SEAL) NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF PAMELA B. SIMON

Before me, the undersigned Notary, personally appeared PAMELA B. SIMON, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 950 North Michigan Avenue, Suite 2603, Chicago, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 8, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____

PAMELA B. SIMON, Affiant

STATE OF ILLINOIS

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **PAMELA B. SIMON**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

(SEAL) _____
NOTARY PUBLIC

Robert Spallina

From: Donald Tescher
Sent: Tuesday, September 10, 2013 1:48 PM
To: Kimberly Moran; 'lisa@friedsteins.com'; 'tbernstein@lifeinsuranceconcepts.com'; 'jilliantoni@gmail.com'; 'psimon@stpcorp.com'; 'mrmlaw@comcast.net'
Cc: Robert Spallina
Subject: RE: Estate of Simon Bernstein

Please note that this Order was issued by Judge French in Simon's estate. We still have the 30 minute hearing before Judge Colin in the Shirley estate on Friday.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Kimberly Moran
Sent: Tuesday, September 10, 2013 1:44 PM
To: lisa@friedsteins.com; tbernstein@lifeinsuranceconcepts.com; jilliantoni@gmail.com; psimon@stpcorp.com; mrmlaw@comcast.net
Cc: Donald Tescher; Robert Spallina
Subject: Estate of Simon Bernstein

Attached is a copy of the Order Denying Petitioner's Emergency Motion Filed September 4, 2013.

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, September 04, 2013 12:31 PM
To: Robert Spallina; Donald Tescher; Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 502012CP004391XXXXSB
Attachments: 20130904 FINAL SIGNED PRINTED FILED Motion to Freeze Estates of Simon Due to Admitted Notary Fraud low.pdf

Please accept the attached PDF file as service of the "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" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded, for a printable copy please visit the URL www.iviewit.tv/20130904MotionFreezeEstatesSimonDueToAdmittedNotaryFraud.pdf

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
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iviewit@iviewit.tv
http://www.iviewit.tv

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Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, September 04, 2013 12:58 PM
To: Robert Spallina; Donald Tescher; Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: SERVICE OF MOTION - ESTATE OF SHIRLEY BERNSTEIN CASE NO. 502011CP000653XXXXSB
Attachments: 20130904 FINAL SIGNED PRINTED FILED Motion to Freeze Estates of Shirley Due to Admitted Notary Fraud low.pdf

Please accept the attached PDF file as service of the "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SHIRLEY 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; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded. For a printable copy please visit URL www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 03, 2013 9:06 AM
To: Burbrink, Dave
Cc: Robert Spallina
Subject: Re: Simon Bernstein

Hi David - good speaking with you last week and reminiscing. I have copied Robert Spallina in this email. As the executor of my father's estate, he can help you with the $8000 paid up policy.

Take care,

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Aug 29, 2013, at 4:57 PM, "Burbrink, Dave" <David_Burbrink@cinfin.com> wrote:

> Ted.
>
> I left you a message today. However, I also wanted to follow up with this email.
>
> During an audit of our records, we came across an old policy for your father, Simon Bernstein.
>
> Please give me a call so we can discuss it.
>
> Thanks..David.
>
> David Burbrink
> Vice President - LFS/LPS
> The Cincinnati Life Insurance Company
> david_burbrink@cinfin.com
> 513-870-2226
> Fax: 513-881-8101
>
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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 11:35 AM
To: Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Bernstein Grandchildren's trusts
Attachments: Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf

Eliot,

Please let me know when you have opened the accounts that would need to be open before any potential distributions could be made to the children's trusts. Once you have done so, notify me with the information and I will need to forward you a standard release and refunding agreement that will need to be signed before any distributions can be made. Feel free to call me with any questions or concerns.

Ted

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: Ted Bernstein; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
2. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
3. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Friday, August 30, 2013 10:26 PM
To: 'Ted Bernstein'
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert Spallina; Donald Tescher
Subject: RE: Bernstein Grandchildren's trusts
Attachments: 20130828 Motion to Reopen Estate and Set Evidentiary Hearing.pdf

Ted, responding to your letter below, attached is a Motion to Reopen Mom's estate filed by Spallina in the Probate court on August 28th 2013 for "irregularities" aka Admitted and Acknowledged Notary Forgery and Fraud of documents used in the closing documents in mom's estate. Your feign of confusion does not bid well with me now, as I have clearly articulated my points in the Motions and Petitions filed in both mom and dad's estates over the last several months alleging that documents were forged and fraudulent and other crimes you are central figure in and you are a named Respondent in those matters and Motions and Petitions, one that continues to fail to respond to them while acting in purported ignorance and continuing to violate Fiduciary roles and commit alleged crimes. You need counsel both legal and psychological it appears and again I ask are you representing yourself in your presumed fiduciary roles in the estates or do you have counsel? I have reported these criminal and civil matters to the proper authorities and after reviewing the materials in the Petitions and other documents I have served you, again, my advice would be to meet with criminal investigators and discuss the allegations against you in light of the ADMITTED AND ACKNOWLEDGED forged and fraudulent documents in the estates.

Mom and Dad would be ashamed of your actions and your actions may in fact at this stage be viewed as criminal in nature and they certainly did not raise us in that manner. They would be shamed how you have acted since their passing, I know Dad was ashamed after Mom passed of your behavior then and now I think he would get out of the wall and slap you upside the head for what you are doing. What you are doing to my children from Josh's car to the attempt to abscond with their school trust funds and insurance funds, to missing investment funds, lost insurance trusts, missing beneficiaries, missing accounts and items from the estate to selling assets behind my and my children's counsel backs is horrific and you bring much shame upon our family and maim the image of both mom and dad and our family by violating that first commandment and others. I have no intention of meeting with you without criminal authorities present and/or judicial authorities in court. In the interim I cannot sign anything or authorize any distribution until these civil and criminal matters are wholly resolved as to do so would be to be participating in fraud, words of caution to you to. In fact, these documents that were fraudulently submitted to the court are the documents alleged to have given those in charge their fiduciary powers. I am not getting into a letter writing campaign with you, you can make your points in court and feign ignorance there or with investigators and I suggest you should immediately turn over any information or knowledge you have regarding these crimes already admitted by Spallina & Tescher to investigators in the matters and fully confess any and all roles you may have played in this macabre scene you have created and continue to take part in.

I pray you have a good explanation for your actions and that is the best I can do for you now. I am glad to see after a year after dad's passing and just days after Spallina's admissions and his Notary Public confession to crimes, including but not limited to, Forgery, Fraud, Fraud on the Court, Mail and Wire Fraud and more, you are trying to contact me and not having further secreted meetings on how to move assets around me without my knowledge or consent. From this point forward however please have your counsel contact me if you have retained counsel for any of the conflicting roles you are assuming under presumed powers. Finally, I suggest you cancel any and all transactions made, including any sales or distribution of any kind and return all properties you or others have removed from the estates without my consent or knowledge in some cases. I know you are bitter that you were cut out of mom and dad's estates entirely, yet nothing can justify what you are doing with your new best friend Spallina to my family and the other beneficiaries at this point.

G-dbless you,

Eliot

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 7:42 PM
To: 'Eliot Bernstein'
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Eliot > I am not sure that I am following you. I do not understand how you arrive at the conclusions you have reached about criminal wrongdoing. Who is acting criminally and to what end? I honestly can not follow the path you are pursuing and what you are trying to achieve here. Maybe we should all get together to discuss the issues and you can shed light on who is acting improperly, what they should be doing to act properly, what you feel you have not received that you are entitled to receive, and why. I often find that much more gets accomplished when all the interested parties come together in one place. It is my understanding that you are representing yourself in these matters so you should be able to easily articulate your position. I know with certainty that all the interested parties here would like to put an end to the apparent confusion so that unnecessary time, effort and money can stop being wasted, money that will ultimately lessen the amount each beneficiary will receive. Please let me know if you would like me to arrange a meeting for all of us to meet.

I do not think that Mom and Dad wanted this to be the manner in which their assets were distributed. I think they left very clear instruction through carefully planned documentation, created by very competent professionals. I have not seen anything to suggest the contrary but you should feel free to bring the information you have to a meeting where these things can be made aware to the appropriate people who have been charged with these responsibilities.

In the interim, please send me the bank account information that I will need in the event that distributions are made. Once you have given me that information, I will send you the release and refund agreement that I will require before I can make a distribution.

Ted

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, August 30, 2013 2:06 PM
To: Ted Bernstein
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Ted, please see the email below copied to you earlier and I advise again you take the same advice I gave Spallina and Tescher and cease and desist in any actions with the estates. Already, with the new admissions that the estate of Shirley was closed using ADMITTEDLY FORGED AND FRAUDULENT DOCUMENTS, for example, the real estate sale and other transactions you are doing may result in criminal charges against you as they were done only after these Forged and Fraudulent documents caused the closing of the estate. I am surprised that in whatever capacity(ies) you are writing to me for whichever estate you are representing below that you have not retained legal counsel to represent you in each fiduciary capacity you are acting in. As you know, these are most serious issues and crimes and to transact sales and distributions on knowingly forged and fraudulent documents that I have notified you of for months of may be construed as fraud. I am unaware of and have received no documents regarding trusts and have authorized no distributions or sales and have several times advised you not to act until these matters of Forged and Fraudulent documents in the

estates of mom and dad could be resolved by state and federal criminal actions filed and state and federal civil actions. I would also advise you or any other party putting back ALL assets of the estates of mom and dad until a court can properly dispose of them to the proper parties. Your continued rush to sell off assets behind my back, in meetings held with others and without me with intent is most egregious and perhaps criminal! Again I suggest getting counsel in these matters before further acting in any capacity in either estate; I am surprised your good pal Spallina is not also represented by counsel at this point, especially after admitting his firm sent knowingly forged and fraudulent documents to a state probate court and other documents used to change beneficiaries and appoint Spallina as Personal Representatives also appear to be legally void due to further fraud and more.

Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, August 30, 2013 8:54 AM
To: Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: FW: Bernstein Grandchildren's trusts

Janet, I have attached below correspondence sent to Tescher & Spallina P.A. regarding their Admitted and Acknowledged Forgery and Fraud in the estates of my parents. After reviewing the attached herein letter to Spallina et al and the "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" I filed with the Probate Court regarding these Criminal Acts that I will forward shortly to you, I would suggest you rethink your prior correspondence to me regarding your cessation of funding the necessary life sustaining expenses for the minor children with virtually no notice of your dire actions, after you and Spallina had recent conversations to make these sudden and catastrophic changes if I did not release you from your fiduciary duties and hand over the remaining trust values to my brother Ted who is also alleged in the Motions to the Court to be acting in criminal conspiracy with Spallina to steal estate assets and now it appears steal my children's trust fund. In what capacity and on whose behalf was Spallina acting in directing your actions? This sign and transfer the fund OR ELSE no funding starting instantly for the children's living expenses appears an attempt to extort me to make these changes under duress and with knowledge of Criminal Acts committed by Spallina against the Beneficiaries. Due to these new revelations of Criminal Acts by Tescher & Spallina in submitting Fraudulent Documents in the estates, I will not be signing any documents or releasing any fiduciaries until the completion of state and federal investigations and determinations are made in state and federal civil actions already filed, as defined herein and in the documents that will be forwarded shortly.

I will be sending over the bills and expense reimbursements due as we have been for almost a year and anticipate that until you get a Court order approving your and Spallina's new plan to cease funding necessary living expenses that these expenses will continue to be paid without severing life sustaining funding that you are fully aware of its essential nature and know the catastrophic events that this will cause the minor children in your care. I will be sending you a more formal letter hopefully early next week detailing more of what is going on and how we should best protect the children during this new crises caused by Tescher & Spallina.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL

2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Tuesday, August 27, 2013 8:11 AM
To: 'Kimberly Moran'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com)
Cc: Ted Bernstein; Pamela Beth Simon (psimon@stpcorp.com); Jill M. Iantoni (jilliantoni@gmail.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Lisa (lisa.friedstein@gmail.com); Lisa S. Friedstein (Lisa@friedsteins.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Grandchildren's trusts

Tescher & Spallina, P.A., Robert Spallina, Donald Tescher and Ms. Kimberly Moran,

Ms. Moran, Robert Spallina & Donald Tescher,

Ms. Moran, in reply to your employers letter below and your letter dated August 23, 2013 re "Estate of Simon Bernstein – Disposition of Jewelry", I am advising you personally and your employer Tescher & Spallina PA and its partners to refrain from any further actions in the estates of Simon and Shirley Bernstein until the probate court and state criminal authorities can make determinations regarding the ultimate beneficiaries of the estates, due to your admitted and acknowledged criminal fraud and forgery on documents submitted by Tescher & Spallina, Spallina, Tescher and yourself

to the courts in the estates. Your admission and acknowledgement to the Florida Governor's Notary Public investigation of the complaints I filed against you and your employer, of your having committed Notary Fraud and Forgery in documents submitted to the courts in the estates, acting on behalf of your employer Spallina & Tescher, Robert Spallina and Donald Tescher, null and voids many, if not all, of the documents in the estates. Many other documents than the six you have admittedly forged and fraudulently notarized, also appear to have been improperly and allegedly signed and notarized improperly, including those giving powers to your employers as Personal Representatives via now legally invalid Wills and Trusts and thus negate their fiduciary duties and legal right to sell and distribute assets in the estates. Many documents requested are still being suppressed by your offices from several of the beneficiaries and interested parties and all of these documents will need to be examined for further evidence of Forgery and Fraud before any action with any assets can now legally be taken.

Each and every action you and your employers are taking with these fraudulently obtained fiduciary powers and admittedly forged and fraudulent documents will be further reported to state and/or federal authorities as further alleged criminal acts enabled by your admitted fraud and forgery with the documents and fraud upon the Probate Court and Beneficiaries. I am personally surprised and offended that you are contacting me at all on behalf of your employers while you are both aware that you are being investigated by state agencies in ongoing investigations of you and your employer and where you have already admitted and acknowledged Fraud and Forgery in my parents' estates. Since the ultimate beneficiaries cannot be determined until these matters and matters with the courts are fully resolved, any sales or distributions appear to be further criminal acts and I advise both you and your employers to instead immediately turn over all documents, records and assets in my parents estates to the Probate Court and then turn yourselves in to criminal authorities and further beg for mercy as you have already done with the Florida Governor's office for leniency for your admitted and acknowledged crimes against my family. A word of caution Ms. Moran, next time you attempt to confess to crimes you should be more truthful in your statements under penalty of perjury, for I will now be filing charges of alleged perjury for your misleading statements to the Governor's Office Notary Public investigators. Remember a confession should be without blemish and your statements are fraught with further lies and alleged criminal perjury leaving you instead with "unclean hands."

Below is a list of submissions to the Probate Court I have made in my mother's estate, similar documents were filed in my father's estate with the court that further reveal the crimes being alleged against you and your employer and I advise you and your employers to respond to the Petitions prior to our 1 hour hearing that has been approved by the judge and to be soon scheduled to hear the matters. IMMEDIATELY CEASE AND DESIST ANY FURTHER ACTIONS IN THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN.

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1. www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

Thank You,
Eliot

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: tbernstein@lifeinsuranceconcepts.com; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

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3. Ted Bernstein, Trustee f/b/o Eric Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348371)
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10. Lisa Friedstein, Trustee f/b/o Carly Friedstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6372585)

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008

Fax: (561) 997-7308

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 11:35 AM
To: Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Bernstein Grandchildren's trusts

Eliot,

Please let me know when you have opened the accounts that would need to be open before any potential distributions could be made to the children's trusts. Once you have done so, notify me with the information and I will need to forward you a standard release and refunding agreement that will need to be signed before any distributions can be made. Feel free to call me with any questions or concerns.

Ted

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: Ted Bernstein; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
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3. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)

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

Best regards,

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4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Donald Tescher
Sent: Friday, August 30, 2013 9:25 AM
To: Ted Bernstein; Pam Simon; Jill Iantoni; Lisa
Cc: Robert Spallina
Subject: Estates and Trusts of Shirley & Simon Bernstein and Related Entities

All –

Sorry for the delay in getting this to you as I had promised when I participated on our recent conference call. It takes me a little longer to turn around matters as I work from Cape Cod in the Summer.

In reviewing our billings to date, which encompass virtually a year, over the year we have billed your father's estate and trust a total of $105,000 from Sep 2012 thru Aug 2013. For this purpose, the estate and trust includes unreimbursed fees on the Shirley Trust (approximately $ 15-20K), the 1995 Insurance Trust (approximately $20-25K) and Bernstein Family Realty, LLC ($10,000). As a result, our fees on Si's estate and trust matters over the last year have been approximately $50K-$60K. In that regard we have opened the estate and filed the relevant documents, have consulted and met with outside counsel on the Stansbury litigation (and Eliot matters) and on another claim in litigation, dealt with Eliot and his counsel on all of his matters, worked with the accountants on tax return matters and related items, worked with JP Morgan on the asset management and loan matters, dealt with creditor issues, dealt with appraisers and potential purchaser of the jewelry, and communicated with Ted on a very regular basis as liaison for all of you in addition to our conference calls and individual calls over the last year. Unfortunately, your father's affairs were not left in the best order and the business litigation has spilled over to the trusts and estate making normal administration more difficult. Furthermore, his decision to by-pass you children in favor of his grandchildren has exhasperated the issues in trying to deal with Eliot which has become a continuing, ongoing process with no resolution in site. I believe that we have adequately expressed our concerns in this regard to you.

As we discussed, under normal circumstances the Shirley Trust assets would have already been distributed to the Grandchildren's Trusts created under Si's Trust (based upon the exercise of his power of appointment under his will) but for the fact that the Shirley Trust is still a party in the Stansbury litigation and as to distributions to trusts for Eliot's children, we have advised Ted that the trustee of those trusts needs to sign off on a Receipt, Release and Refunding Agreement (or alternatively, Ted needs to prepare a formal accounting and serve it on all to commence the running of the 6 month statute of limitations to cut off a beneficiary's right to sue him).

It is not our usual practice to serve as fiduciaries for our clients; however, in certain limited situations we have undertaken that role. Under the Florida Statutes, an attorney serving as a Personal Representative or Trustee can be compensated for both legal and fiduciary fees. We have not, nor do we intend to bill for Personal Representative fees or Trustee fees and have been conservative in our billing of the estate out of respect for your parents with whom we enjoyed a very nice relationship, and have attempted to minimize duplication of Robert's and my time. At the appropriate time we will provide a complete accounting of our fees and all estate expenses to date.

Having said that, we need to reign your brother in before he single handedly depletes the estate and trust assets with all of his nonsense. The amount of time, energy and effort that he is expending and the lies he is telling are incredible. We don't necessarily have an answer for this yet but we hope that somehow that one or more of you is able to reason with him and put an end to this. Your parents would certainly not appreciate the mockery he has made of their estates.

Again, sorry for the delay in getting this information to you. Going forward we will provide you with monthly bills so there is no further misunderstanding and better transparency.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

August 29, 2013

The Honorable Martin H. Colin
Attn: Sherri, Judicial Assistant
Palm Beach South County Courthouse
200 W. Atlantic Avenue
Delray Beach, FL 33444

Re: Estate of Shirley Bernstein
Case No. 502011CP000653XXXXSB

Dear Sherri:

Please see the enclosed Notice of Hearing on the Motion to Reopen Estate and Set Evidentiary Hearing. The hearing is set for Monday, October 28, 2013 at 11:00 A.M., and has been served on all interested parties.

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

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Wednesday, August 28, 2013 9:56 PM
To: Robert Spallina; Donald Tescher; Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 2012CP004391 IX
Attachments: 20130828 FINAL SIGNED PRINTED Motion for Family Allowance Simon Low.pdf

Please accept the attached PDF file as service of the "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded. Petitioner will call to confirm receipt of this email and the attachments and if no response is made from you to either this email or the call it will be assumed that you have received this Service of Motion.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Subject: SERVICE OF MOTION - ESTATE OF SHIRLEY BERNSTEIN CASE NO. 20I2CP004391 IX
Attachments: 20130828 FINAL SIGNED PRINTED Motion for Family Allowance Shirley Low.pdf

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Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Tuesday, August 27, 2013 8:11 AM
To: Kimberly Moran; Robert Spallina; Donald Tescher
Cc: Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Grandchildren's trusts

Tescher & Spallina, P.A., Robert Spallina, Donald Tescher and Ms. Kimberly Moran,

Ms. Moran, Robert Spallina & Donald Tescher,

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Cc: Robert Spallina
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If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, August 19, 2013 3:10 PM
To: Robert Spallina
Subject: RE: Need to speak with you

OK, will be late today or after 4 tomorrow? If you would like me to reach you before 4 tomorrow, let me know and I will make sure it's today.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, August 19, 2013 2:59 PM
To: Ted Bernstein
Subject: Need to speak with you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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MEMORY TRANSMISSION REPORT

TIME : JUL-26-2013 02:34PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	627
DATE	:	JUL-26 02:23PM
TO	:	19547710545
DOCUMENT PAGES	:	065
START TIME	:	JUL-26 02:23PM
END TIME	:	JUL-26 02:34PM
SENT PAGES	:	065
STATUS	:	OK

FILE NUMBER : 627 *** SUCCESSFUL TX NOTICE ***

Mark R. Manceri, Esq.

Fax No. 954-771-0545

FAX

DATE: Friday, July 26, 2013

FROM: Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: Estate of Simon Bernstein/11187.006

WE ARE TRANSMITTING 63 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS:

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Mark R. Manceri, Esq.

Fax No. 954-771-0545

FAX

DATE: Friday, July 26, 2013

==========

FROM:
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: **Estate of Simon Bernstein/11187.006**

WE ARE TRANSMITTING 63 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

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Kimberly Moran

From: Kimberly Moran
Sent: Monday, May 20, 2013 2:55 PM
To: 'mrmlaw@comcast.net'
Cc: Robert Spallina
Subject: Bernstein Estate

Attachments: DOC052013.pdf



DOC052013.pdf
(647 KB)

Dear Mr. Manceri:

Please see the attached which we received via U.S. Mail from Eliot Bernstein.

Please call Mr. Spallina with any questions.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

May 17, 2012

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

Hi Robert ~ attached is the Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. As I mentioned in the phone call, I have not seen any of the underlying estate documents or my mother's will at this point, yet I sign this document after our family call so that my father can be released of his duties as Personal Representative and put whatever matters that were causing him stress to rest. For my trustees I would like the following individuals in the following order to be trustees:

1. Caroline Prochatska Rogers, Esq.
   3500 North Lake Shore Drive
   17th Floor
   Chicago, IL 60657
   (773) 804-9400 ext 19
   caroline@cprogers.com

2. Michele M. Mulrooney, Esq.
   mmulrooney@Venable.com
   (will get new address shortly)

3. Andrew & Donna Dietz
   2002 Circle Drive
   Hermosa Beach, California 90254
   (310) 410-0936 ext1271
   andyd@rockitcargo.com

Please send copies of all estate documents to Caroline and Michele and if my dad would like them to keep the information private and confidential, including from me, until some later point in time, you can arrange that with them directly with my approval granted herein. Please also reply to this email to confirm receipt, a hard copy of my signed document will be sent via mail. Thank you for your efforts on behalf of my family ~ Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL

[redacted]

Estate of Shirley Bernstein
Litigation Pleadings

11187.005

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

IN RE: ESTATE OF

SHIRLEY BERNSTEIN,

Deceased.
_____/

PROBATE DIVISION

Case No.: 502011CP000653XXXXSB

10-25-13 10:00A
RL 755

SUBPOENA FOR HEARING

THE STATE OF FLORIDA:

TO: Robert Louis Spallina
Tescher & Spallina, P.A.
4855 Technology Way Ste 720
Boca Raton, Florida 33431

YOU ARE COMMANDED to appear at the hearing set before The Honorable Martin H. Colin at the South Palm Beach County Courthouse, courtroom 8, 200 W. Atlantic Ave., Delray Beach, Florida 33444, commencing on the 28th day of October, 2013 at 4:00 p.m. and to continue for one (1) hour to testify in this action. If you fail to appear, you may be held in contempt of court.

You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this 24th day of October, 2013.

For the Court

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Any minor subpoenaed for testimony shall have the right to be accompanied by a parent or guardian at all times during the taking of testimony notwithstanding the invocation of the rule of sequestration of Section 90.616, Florida Statutes, except upon a showing that the presence of a parent or guardian is likely to have a material, negative impact on the credibility or accuracy of the minor's testimony, or that the interests of the parent or guardian are in actual or potential conflict with the interests of the minor.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Krista Garber, ADA Coordinator in the Administrative Office of the Court, Palm Beach County Courthouse, 205 North Dixie Highway, Room 5.2500, West Palm Beach, Florida 33401; telephone number 561-355-4380 within two (2) working days of receiving this notice; if you are hearing or voice impaired, call 1-800-955-8770.

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 50 2011 CP 000653 XXXX SB

Judge: MARTIN H. COLIN
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
(For **Ex Parte**, request file by **10:00 a.m.**)

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**
www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.005**

No.	Description	Filing Date
18.	Eliot Bernstein's First Set of Interrogatories Propounded on Theodore S. Bernstein	November 1, 2013
19.	Amended Notice of UMC Hearing (re: David Pratt Motion to Withdraw)	November 11, 2013
20.	Order (from Judge Colin)	November 14, 2013
21.	Motion to Tax Attorney's Fees and Costs	December 2, 2013
22.	Motion to Tax Attorney's Fees and Costs and Impose Sanctions	December 10, 2013
23.	Beneficiary and Interested Party Eliot Bernstein Objections to Successor Personal Representative's Objections to First Set of Interrogatories and First Request for Production of Documents and Things Propounded by Eliot Bernstein	December 10, 2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 50 2011 CP 000653 XXXX SB

Judge: MARTIN H. COLIN
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
(For **Ex Parte**, request file by **10:00 a.m.**)

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
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www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.005**

No.	Description	Filing Date
	Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to This Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	
9.	Motion to: Consider In Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to This Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Filed by Petitioner	June 26, 2013
10.	Motion to Respond to the Petitions by the Respondents	July 15, 2013
11.	Motion to Remove Personal Representatives	July 24, 2013
12.	Notice of Motion for: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds	July 24, 2013
13.	Motion to Reopen Estate and Set Evidentiary Hearing	August 28, 2013
14.	Notice of Emergency Motion to Freeze Estates of Shirley Bernstein Due to Admitted and Acknowledged Notary Public Forgery, Fraud and More...	Sept. 4, 2013
15.	Order Setting Hearing (Friday September 13, 2013)	September 4, 2013
16.	Notice of Filing	October 16, 2013
17.	Eliot Bernstein's First Request for Production of Documents and Things Propounded on Theodore S. Bernstein	November 1, 2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 50 2011 CP 000653 XXXX SB

Judge: Martin H. Colin
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
For **Ex Parte**, request file at www.15thcircuit.com/probate **by 2:00 the day prior of UMC**

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**

Our File No. **11187.005**

No.	Description	Filing Date
1.	Will of Shirley Bernstein dtd. May 20, 2008	February 10, 2011
2.	Shirley Bernstein Trust Agreement dated May 20, 2008	
3.	Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 6, 2013
4.	Order Denying Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 8, 2013
5.	Amended Order Denying Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 8, 2013
6.	Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 14, 2013
7.	Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to This Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 30, 2013
8.	Order Denying Renewed Emergency Petition to: Freeze Estate Assets,	May 31, 2013

TO REORDER CALL 954-846-9399

RECYCLED PAPER

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TO REORDER CALL 954-846-9399

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

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
JOHN AND JANE DOE'S (1-5000)

RESPONDENTS
/

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
DEC 10 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

ADDITIONAL RESPONDENTS TO BE ADDED BY THIS COURT

THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,

JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,
PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

BENEFICIARIES/INTERESTED PARTIES TO BE ADDED BY THIS COURT

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

/

BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO SUCCESSOR PERSONAL REPRESENTATIVE' S OBJECTIONS TO FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED BY ELIOT BERNSTEIN

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley"), PRO SE, and hereby files this

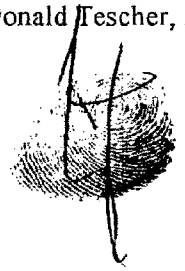
his Objections to the Objections to First Set of Interrogatories and First Request for Production of Documents and Things propounded by Eliot Bernstein dated November 1, 2013 and in support thereof states, as follows:

1. On November 1, 2013, Petitioner served his First Set of Interrogatories and First Request for Production of Documents and Things (hereinafter the "Discovery") on the Personal Representative.

2. The Personal Representative has objected to the propounded Discovery, after failing to timely reply and now claims Petitioner is not a beneficiary / interested person in these proceedings and has no standing to conduct the propounded Discovery, according to Florida Statute 731.201(23).

3. That Petitioner claims that Under Florida Statute 731.201 and 731.201(23) he and/or his three minor children, or both, are factually beneficiaries / interested parties of the estate of Shirley and he is legal Guardian of his children, so either way he would be due all Discovery requested.

4. That evidence of Petitioner and his minor children standing was given to this Court in a hearing on September 13, 2013 and in an Evidentiary Hearing on October 28, 2013, and this Court has already determined that the beneficiaries / interested parties have all been called into question in the trust and estate of Shirley Bernstein but that Petitioner and/or his children are beneficiaries either way. The question of the beneficiaries / interested parties having arisen in part due to, FORGED and FRAUDULENT documents tendered to the Court by Tescher & Spallina P.A., Donald Tescher, Esq. ("Tescher"), Robert Spallina, Esq. ("Spallina")



and allegedly created by their legal assistant/notary public, a one Kimberly Moran ("Moran"). Separate and distinct crimes from those committed by Moran, are crimes committed by Spallina and Tescher in closing the estate by using the Personal Representative, Shirley's husband Simon Bernstein ("Simon") while dead, to serve documents to this Court as if alive for four months to close the estate in January 2013, where Simon had passed away on September 13, 2012. After closing the estate with a dead Personal Representative they attempted to use documents that also are alleged fraudulent from Simon's estate to allegedly change the beneficiaries of Shirley's estate Post Mortem.

5. That all this Fraud and Forgery is due to the fact that Simon and Shirley never changed their beneficiaries from the 2008 Wills and Trusts they did together and where Theodore Bernstein ("Theodore") and his sister Pamela Simon (P. Simon) were wholly excluded from both of the estates with their lineal descendants in the 2008 estate plans and were so outraged as to attempt to change the desires and intent of both Simon and Shirley by changing the beneficiaries post mortem, through forged and fraudulent documents in order to convert estate assets to themselves and their lineal descendants.

6. That all of this fraud and forgery to achieve these fraudulent changes was aided and abetted by Theodore's close personal and business associates, Spallina and Tescher, who have even made claims that they were going to try and go against the wishes of Simon and Shirley to get Theodore and Pamela benefits that they were not entitled to.

7. That Moran has been arrested for FRAUD and admitted to the Palm Beach County Sheriff's office the crime of FORGERY in six separate Waiver documents for six

separate people in the estate of Shirley, including one forged post mortem for Simon and Florida Law makes Tescher & Spallina P.A., Spallina and Tescher wholly responsible and liable for all damages for the actions of their notary public.

8. That from Moran's statements to the Palm Beach County Sheriff it is now factually learned that the Waivers on file in the court are FORGED, that Petitioner, ELIOT IVAN BERNSTEIN, DID NOT SIGN any Waiver that was filed and docketed with this Court ever. Yet, the Personal Representative, Spallina, Tescher and their counsel Mark Manceri ("Manceri"), are asserting repeatedly to this Court that Waivers were filed by Petitioner with the Court. Factually Waivers were not filed and docketed with the Court by Petitioner, Petitioner's siblings or his deceased father Simon when the estate was closed, as Moran has admitted to signing the Waivers that are on file with the Court on wholly recreated documents. Nor have any of the alleged grandchildren beneficiaries signed a Waiver and therefore no legal Waivers are on file with this Court by any interested parties or beneficiaries when the estate was illegally closed.

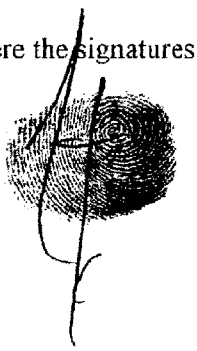
9. That the Waivers that are on file with the Court are therefore entirely worthless, as they are FORGED and fraudulent and proven so by Moran's admission that she **"traced" aka forged** the signatures on all six Waiver documents filed with the court, including one for Petitioner's deceased father POST MORTEM, as evidenced in the Sheriff's report. In that report Moran states to authorities **"Moran stated that at this time, she took it upon herself to <u>trace</u> [aka FORGE] each signature of the six members of the Bernstein family onto another copy of the original waiver document. She**



then notarized them and resubmitted them to the courts." The problem here is the alleged "original" waivers were never filed and docketed in this Court and Moran then resubmitted to the Court wholly forged and fraudulent documents with her signature on them and those are the only Waivers that were on file with this Court at the time the estate was closed. There have been recent attempts to cure the forgery by some of the alleged beneficiaries whose names were forged and obviously Simon cannot cure his as he remains deceased and Petitioner and his children will not sign Waivers in light of the forgery and fraud already proven.

10. That Moran's statement to the Sheriff's office contradicts her prior statement to the Governor's Notary Public office in a sworn statement under penalty of perjury, where she claimed the documents and signatures she resubmitted to the Court, were identical with Waivers that were kicked back by the Court for failure to have a notarization and allegedly signed by the original parties, other than her having fraudulently affixed her notary stamp to the already signed documents and contradiction now constitutes new crimes of false statements in official proceedings and perjury in official sworn statement. These new criminal allegation are being pursued with authorities by Petitioner currently. This Court should take Judicial Notice and act on its own motions regarding this new evidence of perjury and false statements in official proceeding.

11. That the false statements that the Waivers filed were not FORGED was also echoed by Spallina and Manceri in the September 13, 2013 hearing in statements made to Your Honor when Spallina knowingly lied to Your Honor and claimed the signatures on file with the court were not forged and where the signatures of the alleged parties that signed them.



Therefore, despite repeated attempts to claim the Waivers filed with the Court were Waivers of Petitioner or any of the other signors it is now proven factually untrue and these statements to the Court by Attorneys at Law in official proceedings violates Attorney Conduct Codes and Law. Under Judicial Cannon's and Law it is Your Honor's duty to report the criminal activities of Attorneys at Law to all of the proper authorities, especially where Your Honor had enough evidence at the September 13, 2013 hearing of fraud on the court and beneficiaries and more to have the Attorneys at Law, Spallina and Tescher read their Miranda's at that time.

12. As now Waivers have NOT been signed previously and filed with this Court by any beneficiaries or interested parties that are legally valid in any way and the estate has been newly reopened, all beneficiaries / interested parties are due all documents legally due to them (ie accountings, financial records, bank and credit card statements for five years, inventories, attorney billings, tax returns, estate bank account accountings, inventories, etc.), before any attempts are made to close the newly reopened estate of Shirley and further attempt to keep all this Discovery further a secret from the beneficiaries / interested parties who have been denied all of this Discovery ILLEGALLY for now three years in Shirley's estate.

13. That additionally the estate of Shirley cannot be closed until all of the beneficiaries and interested parties are first determined by both the judges in the estates, due to other factors than just the Fraud and Forgery that have called the beneficiaries into question. This questioning of the beneficiaries / interested parties results from the fact that Shirley's beneficiaries were attempted to be changed POST MORTEM in Shirley's estate (and Simon's), by legally flawed documents of Simon's used in Shirley's estate, including documents with yet

another notary public, a one Lindsay Baxley, now under investigation by Florida Governor Rick Scott's Notary Public division for alleged fraudulent and improper notarizations, and for these reasons that cause the beneficiaries / interested parties to be in dispute, the estate must remain open and all requested Discovery and other discovery if necessary be produced.

14. That if there is nothing to hide and nothing there, as the other side claims, then why are they trying so desperately to dodge the Discovery to any party entitled to it? Petitioner requests that the Discovery documents and accounting be produced by independent parties that are not conflicted with the matters due to personal involvement in the crimes and that Petitioner be awarded the right to have forensic experts examine all documents tendered by Tescher & Spallina, P.A., Tescher and Spallina, for further evidence of fraud or forgery, as nothing they have done or will do can be trusted by certain of the beneficiaries / interested parties due to their involvement in Fraud and Forgery and Fraud on the Court and more already.

15. That as with Moran's documents already admitted FORGED and FRAUDULENT, the documents in the estate of Simon used to try and change beneficiaries in Shirley's estate POST MORTEM, primarily a Will and Amended and Restated Trust done allegedly weeks before Simon died, are also alleged fraudulently notarized, witnessed and drafted by Spallina (who gains fiduciary powers and interests in the estate of Simon through them, making them further illegally executed), Moran (who nothing she has signed can be trusted any longer) and Baxley (who is under investigation for these documents) and the Court should note these are separate documents than those Moran is being prosecuted for.

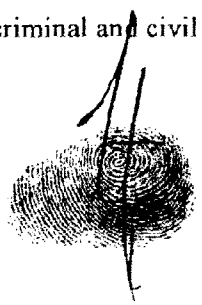
16. That allegations are that Simon and Shirley never made changes to their estate



beneficiaries and through a series of forged and fraudulent documents done post mortem for both Simon and Shirley by the alleged perpetrators of these frauds and forgeries, the beneficiaries were attempted to be changed post mortem and against the last wishes and desires of Simon and Shirley as so stated in their prior estate plans on file from 2008. These crimes have been caused primarily by Spallina, Tescher and Theodore, in efforts to seize dominion and control of the estates illegally and put Theodore and his lineal descendants back into the estates against the express wishes and desires of Simon and Shirley who wholly disinherited Theodore and his sister P. Simon along with their lineal descendants.

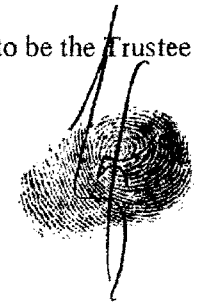
17. That while Simon had considered making changes to the beneficiaries, if Petitioner's siblings would agree to let him see their children and stop abusing him in May 2012, the abuses never stopped and Simon never made the changes all the way to the day he died in September 2012 and so it is alleged those changes were made for him and Shirley using a series of bogus and fraudulent documents, including those already admittedly Forged and Fraudulent, including forged post mortem documents for Simon.

18. That the crimes of Fraud on the Court and Fraud on the Beneficiaries in presenting these Forged and Fraudulently Notarized Documents in both estates has not been fully investigated at this point and criminal charges filed yet. From the hearings new evidences of Perjury and False Statements by both Moran and Spallina to this Court and state authorities have been uncovered, which will require further criminal investigations and throw everything they have stated thus far into question and that this Court has relied upon in determining orders and more. Additionally, new criminal and civil complaints are being lodged by Petitioner both



state and federally for newly discovered alleged criminal acts by Spallina, Tescher, Theodore, Moran and now others, wholly separate from the crimes of Moran that she was arrested for and far more serious in nature.

19. For instance, Spallina, Theodore and Moran are alleged to have committed Insurance Fraud and when that scheme failed, Theodore and others then are alleged to have committed Fraud on US Federal Court, as more fully described in a recent motion to disqualify the attorney at law in that case, Adam Simon (Pamela Simon's brother in law) filed on December 08, 2013 by Eliot Bernstein, titled "(1) MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL," which can be found at www.iviewit.tv/20131208MotionStrikePleadingAdamSimonForFraudOnCourt.pdf , fully incorporated by reference herein, along with all other pleadings, rulings, etc. in Case No. 13-cv-03643 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. HERITAGE UNION LIFE INSURANCE COMPANY Defendant. That it should be noted that allegations have been asserted that Spallina and Theodore have both acted in false fiduciary capacities in those matter with Spallina claiming to be the Trustee of a "lost" "Simon Bernstein Irrevocable Insurance



Trust dtd 6/21/95" when filing the insurance claim with the carrier Jackson National. Then amazingly, in a US Federal Court Breach of Contract Lawsuit filed by Adam Simon, for failure to pay the fraudulent claim filed by Spallina that was denied by the carrier, Theodore files a breach of contract lawsuit for the carriers failure to pay Spallina's fraudulent claim, with Theodore now suddenly acting as the alleged Trustee of the "lost" "Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95" and where Mickey Mouse could be the trustee of the "lost" trust as no one has a copy of the "lost" trust allegedly. Petitioner alleges the "lost" trust is another suppressed document to attempt to abscond with an insurance policy of the estates and convert those assets from the true and proper beneficiaries to benefit Theodore and P. Simon directly, aided by Spallina.

20. That in the insurance fraud scheme alleged, again Spallina and Theodore are acting in false fiduciary capacities for a "lost" trust they claim to have no copies of, in order to change beneficiaries of a life insurance policy to the disadvantage of certain of the estate beneficiaries and to directly benefit Theodore and P. Simon who were wholly disinherited from the estates of Simon and Shirley and would therefore not have received a penny if the proceeds came to the estate or to the proper beneficiaries of the policy. That Spallina, as an Attorney at Law, knew at all times that he was not the Trustee of the "lost" trust, even claiming he had never seen a copy in written letters exhibited in that US Federal court case and so did Theodore know he was not the Trustee when filing they filed the fraudulent claim and abuse of process legal action.

21. That Jackson National in their counter complaint in that lawsuit claims that



Theodore was advised by counsel prior to filing the lawsuit that he had no basis to file the action.

22. That Petitioner would never have been notified of the lawsuit if Jackson National did not sue him as a third party defendant, alerting him to the attempt to defraud the insurance companies and estate beneficiaries.

23. That in the insurance lawsuit above, a creditor of the estate of Simon, a one William Stansbury ("Stansbury"), has moved to intervene in that lawsuit alleging that that lawsuit is improper as well. Claiming that when there is a lost beneficiary of a policy, as is claimed by Theodore and Spallina, Florida law states the benefits are paid to the insured's estate and thus Stansbury claims the lawsuit is a way to move the asset from the estate to evade him as a creditor, further reinforcing Petitioner's claim to that federal court that they fraudulently filed the insurance claim and the subsequent lawsuit to deny the beneficiaries of the estates their interests.

24. That Petitioner, Eliot Bernstein, is and was always a beneficiary and interested party of Shirley's estate or why would the estate counsel ask to have him sign a Waiver in the first place to close the estate? If the beneficiaries of Shirley's estate are the grandchildren, as alleged by Spallina et al., why were Waivers never sought for them in Shirley's estate and still have not been sought and why are they not represented or even present in these matters. The grandchildren have never been notified of their alleged interests in the estate and if the beneficiaries were changed, the old ones and new ones were never notified.

25. That if the alleged fraudulent Will and Amended and Restated Trust of Simon

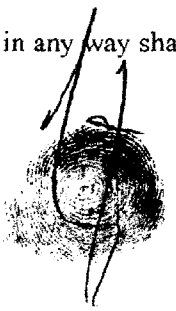


survive, Petitioner would still be entitled to all the Discovery, as he is guardian/trustee for his children, again only if they are determined to be beneficiaries after all the criminal acts are fully resolved and they are deemed beneficiaries by the courts. Therefore, either way, Petitioner would be due all the legally required Discovery and interrogatories requested now that the estate has been reopened as qualified beneficiaries and interested parties.

26. That all ten grandchildren are now alleged potential beneficiaries / interested parties of the estate and yet they are not represented as interested parties and/or beneficiaries in the matters before the Court, in alleged violation of fiduciary duties of the Personal Representatives and Law. That this court must have each and every party that is an interested party or beneficiary represented in these matters and to date this has not been the case and is a fundamental flaw in these proceedings from the start.

27. That Manceri stated in the September 13, 2013 hearing that Petitioner was a beneficiary until the so called alleged changes were made by Simon to Shirley's beneficiaries post mortem, which changes appear nowhere in the record of Shirley's estate and until this Court determines the beneficiaries, Petitioner either is or is not a beneficiary / interested and either way he is an interested party to these matters under law, due to the very fact that he is questioned as one.

28. That Petitioner, Eliot Bernstein and his three minor children will not be waiving any rights in the estate to close the estate now that it is reopened and they have never had a Waiver filed in this court that was not a forged and fraudulently notarized and therefore not a document filed by Petitioner in any way shape or form. As such Petitioner and his children are



requesting,

i. a final and FULL accounting,

ii. all previous accounting by the prior Personal Representative Simon and the newly appointed Personal Representative Theodore,

iii. five years of bank statements, credit card statements and tax records, sent directly from the institutions,

iv. a Petition for Discharge that includes the amount of compensation paid to the personal representatives, attorneys, accountants, appraisers, or other agents employed by the personal representatives, and the manner of determining that compensation,

v. all rights to all information legally required under probate rules and statutes,

vi. a receipt of complete distribution of the share of the estate to which the Petitioner and/or his children are entitled,

vii. copies of the accountings for the trusts of Shirley to ensure that all assets were properly accounted for and transferred from the estate to the trusts and as these accounting and inventories, etc. were due to the beneficiaries of the trusts for the last three years and have never been tendered in violation of fiduciary duties and law, these must be ordered by this Court to be turned over as they relate to the closing of the estate,

viii. the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents, as Petitioner

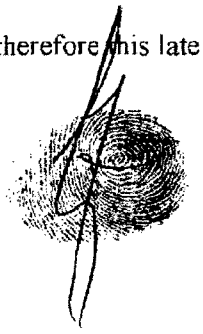


has NOT agreed to the amount and manner of determining such compensation and has NOT waived,

- the payment of such compensation,
- a plan of distribution,
- a Petition for Discharge of the personal representative and all notice thereof upon the Petitioner,
- a receipt of complete distribution of the share of the estate to which the Petitioner and/or his children are entitled and
- does not consent to any order discharging the personal representative without notice, hearing or waiting period and without accounting.

29. That all Discovery requested by Eliot Bernstein is within Florida Statutes and Probate Rules and therefore legally due to the beneficiaries and interested parties. Any claims by the Personal Representatives that any of this information is not discoverable based on claims that Petitioner and his children are not qualified as beneficiaries / interested parties, the work product doctrine, the accountant-client privilege and/or the attorney-client privilege are challenged herein and any documents marked as such and approved by this court as such must be presented to the beneficiaries as marked in such manner and the confidential information redacted, if this court so sees fit. Again, if nothing to hide, why all the hiding?

30. That the deadline to respond to the interrogatories and requests for Discovery was not timely responded to and therefore this late grandstanding effort to get out of production

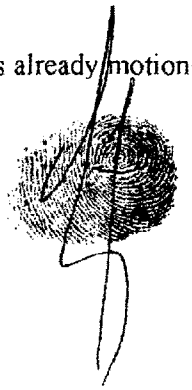


through their Objection should be stricken and sanctions implied for even filing their baseless and vexatious objections to further waste time and resources of the injured parties and this Court.

31. That this Court has also recently appointed Theodore as Personal Representative of the estate of Shirley, a fiduciary role he was acting under prior to the appointment for over a year and was transacting assets of the estate and trusts of Shirley while not being appointed and further he has made false fiduciary representations before this Court in the September 13, 2013 and the October 28, 2013 hearing as already evidenced to this Court by motion, which motion can be found @ www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf .

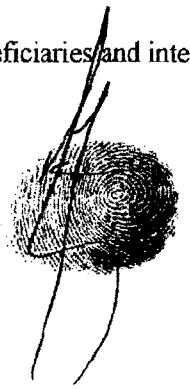
32. That Theodore, as Personal Representative and his counsel Spallina have conflicts of interest and adverse interests to beneficiaries now, especially to Petitioner and his family for numerous reasons already defined herein, including that Petitioner is the one who has uncovered their fraudulent schemes involving forgery, fraud, fraud on this Court, fraud on the beneficiaries and more and has caused the arrest of one of them already for felony crime. Obviously, due to Petitioner's efforts to expose their crimes, they have absolute adverse interests that conflict and prohibit them from further being fiduciaries or counsel in these matters. That Petitioner claims that Theodore, Spallina and Tescher are and will do everything to harm him and his family versus help him as would be obligatory as fiduciaries in other normal circumstances.

33. That Petitioner has already motioned this court regarding extortion type



behavior against him, to shut him and his family down and further extortionary acts have taken place since the filing of that motion that will soon be filed with this Court and authorities.

Wherefore, this Court order all accountings, interrogatories and other information requested herein, as required by probate rules and statutes that are due to the beneficiaries and interested parties and further remove the Personal Representative Theodore and counsel Tescher & Spallina P.A., Spallina and Tescher, from serving in any capacities in the estate IMMEDIATELY to prevent further harm and damages, nothing they say or do any longer can be trusted for their already admitted and acknowledged breaches of fiduciary duties and serious violations of Law. Further, due to newly discovered information regarding personal property assets of Shirley Bernstein that are not listed in her or Simon's inventories and appear to have vanished into thin air, totaling approximately two million dollars, Discovery production now is essential. Therefore, Petitioner again requests a FULL accounting in Shirley's estate. Since NO trust or estate accountings have ever been provided to the beneficiaries in either Simon's case for over a year and three years in Shirley's case, further violations of probate rules, statutes and fiduciary duties, this request for Discovery appears well within reason and law. Evidence of the missing items in the inventories are being submitted to state authorities in criminal complaints being filed presently and will be presented to the court within a timely manner after filing. That all of this Willful, Wanton, Reckless and Grossly Negligent behavior in violation of Law are cause for this Court to demand these remedies herein immediately, as it has been almost three months since the estate has been reopened and not a single document has been forthcoming from the Personal Representatives to further delay and cause damages to the beneficiaries and interested parties and bleed the estate of



resources. Petitioner hereby request that this Honorable Court enter an Order consistent with the relief requested herein, and award of attorney's fees and costs, impose sanctions and any other relief this Honorable Court deems just, equitable and proper.

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

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, December 10, 2013.

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

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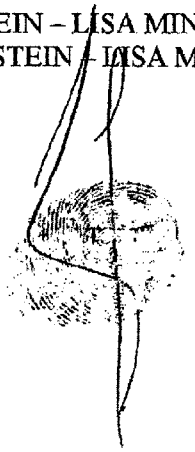
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JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED 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



TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL STATE LEGAL company SINCE 1977

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

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

/

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
JOHN AND JANE DOE'S (1-5000)

RESPONDENTS

/

ADDITIONAL RESPONDENTS TO BE ADDED

THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,
JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,

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CLERK & COMPTROLLER
PALM BEACH COUNTY

PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

BENEFICIARIES/INTERESTED PARTIES TO BE ADDED

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
_____/

MOTION TO TAX ATTORNEY' S FEES AND COSTS AND IMPOSE SANCTIONS

COME NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and as Guardian for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley"), PRO SE, and hereby files this Motion to Tax Attorney's Fees and Costs and Impose Sanctions and in support thereof state, as follows:

1. On November 14, 2013, the Court entered an Order reserving ruling to tax



attorney's fees and costs.

2. Petitioner on behalf of himself and as Guardian/Trustee for his three minor children hereby request that the Court tax their attorney's fees and costs against the following parties, as all of these fees and costs are a direct result of criminal acts proven in this court already of FORGERY, Fraud on the Court and Fraud on the Beneficiaries / Interested Parties, through the presentation of a series of documents to the Court to close the estate by Tescher & Spallina P.A., Robert Spallina ("Spallina") and Donald Tescher ("Tescher") on behalf of a dead Personal Representative, Petitioner's father Simon Bernstein ("Simon") as if he were alive, for four months after he was dead, which caused this Court to fraudulently close the estate and once crimes were discovered and admitted to, forcing its reopening. For all of the following parties involved directly in the crimes proven this far, the costs and legal fees incurred thus far by Petitioner should be awarded as damages and further bonding and surety be required by all those involved in the criminal activities who have caused all these problems and the reopening of the estate, as follows;

i. The Law Firm Tescher & Spallina, P.A., Spallina and Tescher, as they are wholly responsible and liable for the acts of their employed legal assistant/notary public under Florida Law, a one Kimberly Moran ("Moran"), who has admitted to Forgery and Fraudulently notarizing documents, including a post mortem forged Waiver for Simon and five other FORGED Waivers for other beneficiaries / interested parties. That Moran was employed at the time by Tescher & Spallina, P.A. and therefore despite any alleged reasons for her acts, Tescher & Spallina,

P.A., Tescher and Spallina are wholly liable for her acts and damages caused. Moran has now been arrested for FRAUDULENT NOTARIZATIONS and ADMITTED TO FORGING SIX SIGNATURES ON WAIVERS, including one for Simon Post Mortem.

From her statements to the Palm Beach County Sheriff's office, "Moran stated that at this time, she took it upon herself to **trace [aka FORGE]** each signature of the six members of the Bernstein family onto another copy of the original waiver document. She then notarized them and resubmitted them to the courts."

ii. Spallina and Tescher should also bear all costs, as they are wholly responsible for separate crimes, including but not limited to, Fraud on the Court and Fraud on Beneficiaries / Interested Parties, as discovered by Your Honor in the September 13, 2013 hearing, for presenting, over a four month period after Simon's death, documents that were used fraudulently crafted and forged and filed in these official proceedings, as if Simon were alive and using Simon to serve as Personal Representative while dead to close the estate of Shirley without notification to the Court that he was dead or seeking successors. Further while still deceased, it is alleged Simon then tried to change beneficiaries of the estate of both he and Shirley POST MORTEM and all of these crimes have caused the true and proper beneficiaries to become disputed. That the criminal acts of Moran and those separate and distinct crimes by Tescher and Spallina personally, warranted Your Honor to state in the September 13, 2013 hearing that you had enough evidence to



read Theodore Bernstein ("Theodore"), Spallina, Tescher and Mark Manceri ("Manceri") their Miranda's and Petitioner is still confused why this Court has not had them arrested yet and if Your Honor has reported these additional felony crimes of Tescher and Spallina that were committed upon this Court to the proper authorities. That new problems now exist in whom the beneficiaries of the estates are of both Simon and Shirley as learned in the hearings that will now further delay final distributions in the estate and trusts, further injuring the beneficiaries and interested parties and costing a large amount of monies and damages to the already injured parties due to these criminal acts.

iii. Attorney Manceri for continuing to perpetrate a Fraud on this Court and where it will be evidenced that both he and Spallina have made false statements to this Court in both hearings.

iv. Kimberly Moran, the notary public who has acted under her employer Tescher & Spallina, PA and has forged and fraudulently notarized official records in these proceedings, including forging Simon's signature post mortem.

v. Theodore, as he knowingly has acted in fiduciary capacities in the estate and trusts of Shirley which he did not have prior to September 2013 as proven in the hearings before this court and previously evidenced in Petitioner's motions before the court. All actions Theodore took prior to this Court appointing him Personal Representative from September 13, 2012 to September 2013 were done knowing that Petitioner had challenged his fiduciary authorities to act as Personal



Representative with no Letters issued and having never taken any actions according to Probate Rules and Statutes to notify beneficiaries he was a fiduciary in any capacity of Shirley's trusts or the estate. In fact, Theodore continued to act in these capacities and rushed to liquidate assets in self-dealing transactions without notice to beneficiaries of the transactions, after Petitioner notified him May 2013 that his, his deceased father's and his siblings signatures had been forged and that fraudulent documents existed in the estates, all transactions were hurried and without notifying the courts or authorities of these facts. Not until Moran was being investigated and this Court scheduled a hearing on September 13, 2013 did Theodore come forward and notify this Court that he was aware of the criminal acts he had concealed for months, including that his own signature was forged. These are not the actions of a trust worthy and responsible Personal Representative acting with legal authority, they are Willful, Wanton, Reckless and Grossly Negligent acts in violation of Law and breaching fiduciary duties and causing a loss of trust and therefore reasons for this Court to instantly retract its Letters to Theodore and sanction him. As further indicated herein Theodore also is involved in an insurance fraud scheme in the US District Court, again acting in false fiduciary capacities, in that matter acting as Trustee of a "lost" trust, to move assets from Simon's estate and convert them to himself directly and without notice to the beneficiaries. That Petitioner could go on and on about the reasons Theodore should be removed as Personal Representative but has already done so in

ALL prior motions filed by Petitioner with the Court since May 2013 and all of those reasons and reliefs submitted to this Court thus far must now be heard as none of Petitioner's motions have been heard other than there request to be heard as an Emergency, not anything else germane in them since May 2013 has been litigated in this Court.

3. Current legal bills and time lost from other work suffered by Petitioner and his minor children thus far from the crimes proven and breaches of fiduciary duties and trust, should be immediately repaid by those parties responsible for causing all these current, past and future legal costs and expenses and delaying inheritances through these crimes to the true and proper beneficiaries and should not be taken from the estates or beneficiaries and further cause them hardships and damages from these criminal acts. Petitioner's expenses thus far, are

Tripp Scott	$9,183.00
Huth & Pratt	$5,000.00
Paralegal Services	$2,583.37
Patricia Fitzmaurice, L.C.S.W., P.A.	$875.00 Expert Witness for October 28, 2013 hearing
Petitioner Time	$100,000 for time and expenses over 1 year to bring the fraud and forgery charges to the attention of the court, state and federal authorities and the beneficiaries. Petitioner spent virtually all of his time that could have been spent in his job, instead protecting the rights and interests of the beneficiaries of the estate and exposing the crimes committed by the Personal Representative and estate counsel.
TOTAL	**$117,641.37**

4. That Petitioner finds it laughable, if not so sad that those who caused these problems through criminal acts are further trying to apportion the fees (for exposing crimes committed by them) to the injured beneficiaries and interested parties, while insane and



vexatious this attempt to shift the cost of their crimes to their victims is telling. Further, Petitioner finds it odd that this Court can allow any of these parties to continue to act in these matters as fiduciaries or counsel, as they are all directly involved in either Moran's crimes or those crimes of identity theft, fraud on the court and fraud on the beneficiaries, identified by Your Honor as committed by Spallina, Tescher, Theodore and possibly Manceri, in closing of the estate with a dead person four months after he was deceased as if he were alive and acting as Personal Representative and then failing to ever notice the Court he was dead and elect any successors. Where these crimes and prosecutions have now caused adverse interests and conflicts with Petitioner and Theodore and his close personal bedfellows, Tescher and Spallina.

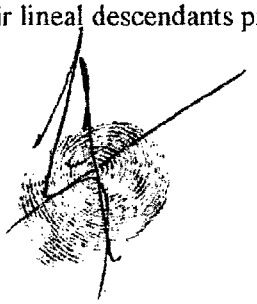
5. From a recent email sent by Theodore to Petitioner one can see the adverse interests and hostilities towards Petitioner by Theodore and his friends that exists, quote,

> "You pursued and caused to be arrested a paralegal that our parents loved and without ill-intent, only tried to help a situation along because of dad's death, and it now appears that you are in the process of trying that again with my assistant who has done nothing wrong. You continue to drag Don and Robert through the mud, both of whom our parents were very fond of and who did very good work for our family, notwithstanding your relentless and slanderous accusations."

6. That from this exchange it is apparent that Theodore is upset with Petitioner that he has exposed the fraud, forgery and arrest of Moran, protecting those who have committed crimes in efforts to change his father and mother's estate plans done together in 2008 and in fact is fond of those who committed these criminal acts and somehow feels that Simon

and Shirley would be proud of these people for their criminal acts and bizarrely has adverse feelings and interests toward Petitioner, his brother, further these adverse interests to Petitioner and his three minor children are cause for his immediate removal from any fiduciary capacities in the estate and trusts of Shirley. The Court should note that Theodore and Tescher and Spallina are very close personal friends and business associates that share clients and commissions, etc. and this conflicts Theodore as he will not take actions against his close friends, even if they commit HORRIFIC crimes against his father and mother and brother, as their criminal actions directly benefit him and his sister P. Simon, who were wholly disinherited from the estates and trusts to the disadvantage of the beneficiaries and interested parties, all in opposite of Simon and Shirley's last desires and wishes and estate plans they did together while alive.

7. Petitioner's father Simon was used dead as if alive before the Court to close the estate of Shirley, as he had died before closing the estate and making any alleged changes to the beneficiaries that would benefit Theodore, P. Simon and their lineal descendants and therefore to make these Post Mortem changes they needed to fraud this Court and the beneficiaries with documents that were created and filed Post Mortem for Simon, as indicated in part by the Moran FORGED and FRAUDULENTLY NOTARIZED waiver of Simon and other documents used while he was not "serving" as Personal Representative since he was dead at the time and could not be "serving" in any capacity dead. This whole fraud is due to the fact that Simon and Shirley never changed their beneficiaries and Theodore and his sister P. Simon who are wholly excluded from the estates with their lineal descendants prior to these attempted fraudulent



changes, were so outraged that Simon and Shirley never changed their beneficiaries to include them, so they attempted, with the aid of Spallina, Tescher, Moran and others to change the desires and intent of Simon and Shirley post mortem through these crimes to satisfy their desires to be included and abscond with the estate assets. All of this fraud and forgery to achieve these fraudulent changes was aided and abetted by Theodore's close personal and business associates, Spallina and Tescher et al., who have even claimed they were going to try and go against the wishes of Simon and Shirley to get Theodore and Pamela benefits.

8. That Petitioner further requests the Court now force bonding and surety for the parties responsible for these crimes in an amount no less than $5,000,000.00 for now, for legal fees, forensic accountings and document analysis, (as every document must now be analyzed and with each document recently discovered new improprieties are found.) All of these costs should not be incurred by the injured parties, approximately 16 potential beneficiaries and interested parties, including at this time adult and minor children, to now close the estate legally and resolve the ongoing criminal and civil matters and determine who the ultimate beneficiaries will be and more, all caused by criminal misconduct by attorneys at law for the estate and their employees, the personal representatives and others, as already identified herein.

9. That Petitioner requests that before further proceedings in this matter are adjudicated, all parties to this action, including each interested party, beneficiary or other party, in each and every capacity they are representing, now be represented by independent and non-conflicted counsel. For those parties that have not been represented or even included in these matters thus far, including minor children, Petitioner requests that the Court act on its own



motions to join them in the action as required by law and have their interests legally represented. That each injured parties legal fees and costs be paid by those who have caused these costs to be incurred.

10. That Petitioner seeks Sanctions by this Court on all parties involved in the criminal activity thus far, including but not limited to, reporting the crimes to the Florida State Bar for disbarment of those attorneys involved and criminal authorities for further prosecution for the felony crimes. Further, this Court should impose sanctions on Moran and Theodore Bernstein for their direct involvement in the crimes thus far and to stop further alleged crimes from taking place. That this Court should note that the crimes proven already are only the tip of the iceberg and new evidence from the hearings and elsewhere has recently surfaced revealing far more criminal activity ongoing. The Court should also report all of these crimes to the proper authorities for further criminal investigations, including those that it is already aware of that took place in this Court.

11. That the Palm Beach County Sheriff office has stated that after speaking with Your Honor about the Moran Forgery and Fraud, they did not want to take new criminal complaints from Petitioner, against Spallina, Tescher, Moran, Theodore and others for NEW CRIMES, as they stated that Your Honor is responsible for those filings of these new alleged criminal acts with the authorities. However, if Your Honor were to fail to follow Judicial Cannons and Law to report these criminal matters, including those committed by Attorneys at Law acting as Officers of this Court, then Petitioner could jeopardize his statutes of limitations rights by failing to report the crimes timely and Petitioner seeks clarification from Your Honor



as to how to proceed on reporting the new crimes discovered and who will be reporting them and to what authorities. These crimes are not the crimes Moran admitted to already, of FORGERY and FRAUDULENT NOTARIZATIONS, and that she has been arrested for but are other crimes committed by other parties, some occurring in the hearings in fact. The Court must now state if the Court is going to notify the authorities or if Petitioner should. If this Court determines it is Petitioner's job to file the criminal complaints, this Court will have to contact the Sheriff's department to remove the block created through Your Honor's conversations with them in regards to reporting the new crimes against other perpetrators than Moran for other crimes, including the Fraud upon the Court that has taken place.

12. That additionally, new criminal and civil complaints are being lodged both state and federally for newly discovered criminal acts by Spallina, Tescher, Theodore, Lindsay Baxley ("Baxley") and others, wholly separate from the crimes of Moran and far more serious in nature. For instance, Spallina, Theodore and Moran are alleged to have worked together again to commit an Insurance Fraud and Theodore and others then are alleged to have committed Fraud on a US Federal Court, as more fully described in a recent filing on December 08, 2013 by Eliot Bernstein in that federal court, which can be found at www.iviewit.tv/20131208MotionStrikePleadingAdamSimonForFraudOnCourt.pdf , fully incorporated by reference herein, along with all other pleadings, rulings, etc. in Case No. 13-cv-03643 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. HERITAGE UNION LIFE INSURANCE



COMPANY Defendant.)

13. That there is no way that Theodore Bernstein, Spallina or Tescher can now be impartial and fair as fiduciaries or counsel to Petitioner and his children as beneficiaries/interested parties, as Petitioner is the one having them complained of and prosecuted for multiple state and federal crimes and attempting to have them imprisoned for such. That these adverse interests have now led to allegations of extortion by the fiduciaries and counsel of Petitioner and his family in direct retaliation for Petitioners actions to have them prosecuted, as motioned to this court in a September 04, 2013 motion titled, "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." That since having their notary public arrested, Tescher and Spallina, in conspiracy with Theodore have further extorted Petitioner, in addition to those claims already made in the motion and Petitioner will be filing criminal charges for these actions as well.



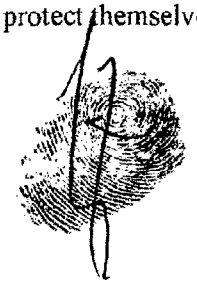
14. From Theodore's recent email dated December 06, 2013, the following delusional and threatening language also imparts that Theodore and the "we" he represents (Tescher and Spallina) will not act kindly towards Petitioner, "Seriously Eliot, how many more people are you going to involve in this family matter? How much more of the estate will you waste in professional fees carrying on like this? Trying to extort money out of me with threats that you will drag my name through the mud is counter-productive, unnecessary and intentionally malicious. **We** [emphasis added] will not continue to ignore these threats and the damage you are inflicting...Please advise as we have no intentions of being bullied by either of you [Petitioner's wife Candice referenced] any longer.

15. That Theodore is alleged to be very close friends, after the car bombing of Petitioner's family minivan, with many of the defendants in a RICO complaint involved in the theft of Petitioner's Intellectual Properties by primarily his Intellectual Property attorneys. That these defendants include members of the Sir Robert Allen Stanford Ponzi (which Petitioner alleges is largely a money laundering scheme to launder his illegally converted IP royalties and not so much a Ponzi) and Proskauer Rose law firm, the alleged main culprit in the IP thefts. Proskauer is currently being sued by the Federal Court Appointed Receiver in the Stanford Ponzi SEC action ongoing for conspiracy and more in architecting the whole Stanford Ponzi. Proskauer also claimed to have the most Bernard Madoff victims in public statements made after the Madoff Ponzi was exposed and now many of the so called victims and feeder funds are alleged not to be victims but instead criminal conspirators and both Ponzi's have led to severe financial ruin to many South Florida residents and CHARITIES. That Theodore is close friends



with members of Proskauer and former employees of the Stanford Bank, both of whom he and Spallina and Tescher have involved in the estate matters. That due to these strange bedfellows of Theodore who are Petitioner's adversaries in alleged RICO crimes, and again due to Petitioner's continuing efforts to have these people all prosecuted for their crimes, further adverse interests with Theodore, Spallina and Tescher exist with Petitioner and his children, already fully defined in Petitioner May 2013 motion that are further cause for Theodore to have never accepted the appointment as Personal Representative in September 2013 by Your Honor in the first place and further cause for Your Honor to see the gravity of having Theodore serving in any capacity in these matters further for his adverse interests and hostilities towards beneficiaries / interested parties.

16. That it cannot be expected that these fiduciaries and counsel who are involved in anyway thus far in the crimes, including Manceri, will not further act adversely to Petitioner and his minor children to stop them from having them prosecuted. Further, they will take NO actions to aid Petitioner's efforts as a beneficiary/interested party to have them prosecuted further for their crimes and may in fact take further injurious actions to stop Petitioner, such as further delaying his inheritance and extorting him, etc. Since it cannot be expected that the fiduciaries and counsel act against themselves to the benefit of the beneficiaries they are responsible for and since they should have all voluntarily resigned any fiduciary or legal capacities in both estates (and their liability carriers should have demanded such termination) for the crimes already admitted to and proven , they will not take any such actions to protect the beneficiaries but only actions to protect themselves and thus this Court must take actions to have

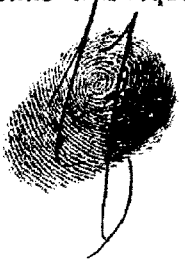


them all thrown out instantly to preclude further harms to the beneficiaries/interested parties they have already been caused so much injury and damages from their criminal actions.

17. That due to the crimes alleged, the beneficiaries are now in question in both estates and must be resolved by the probate courts acting in the estate matters and as a direct result disputes amongst beneficiaries have been caused from the criminal acts of those defined already herein and others, again increasing costs and pain and suffering to the injured parties.

18. There are two applicable statutes authorizing this Court to enter a personal judgment against the Attorneys and Personal Representative's for Petitioner's attorney's fees and costs. Fla. Stat. 733.106(1) provides, "In all probate proceedings costs may be awarded as in chancery actions." Fla. Stat 733.609 (1) uses the stronger mandatory "shall", providing, in pertinent part, "In all actions for breach of fiduciary duty or challenging the exercise of our failure to exercise a personal representative's powers, the court shall award taxable costs as in chancery actions, including attorney's fees." This action is one "challenging the exercise of .....a personal representative's powers" within the meaning of 733.609 (1). The phrase "as in chancery actions" refers to the rule that "a court of equity may, as justice requires, order that costs follow the results of the suit, apportion the costs between parties, or require all costs be paid by the prevailing party." Dayton v. Conger, 448 So.2d 609, 612 (Fla. App. 1984). A judgment for attorney's fees and costs may be awarded against a fiduciary that has breached it's duty. See First Union National Bank v. Turney, 839 So.2d 774, 778-779 (Fla. App. 2003) (affirming an attorney's fee award against a corporate trustee under the parallel section of the Trust Code).

19. Accordingly, Petitioner is requesting that the Court order the Personal



Representative and Attorneys at Law, Spallina, Tescher and Manceri and their agents personally responsible to (i) pay his attorney fees and costs and (ii) reimburse the Estate for any attorney fees that have been paid on behalf in the defense of these actions. And awarding Petitioner's attorney fees and costs for bringing his Petition's pursuant to Florida Probate Rule 1.080, Section 733.106, Florida Statutes (2002), Section 733.6171, Florida Statutes (2002), Section 733.6175, Florida Statutes (2002), and Section 733.3101, Florida Statutes (2002) and others.

20. Petitioner files the instant Motion to insure timely compliance with Florida Rule of Civil Procedure 1.525.

WHEREFORE, Petitioner hereby request that this Honorable Court enter an Order consistent with the relief requested herein, and award of attorney's fees and costs, impose severe and harsh sanctions for damages already caused, including to minor children, and any other relief this Honorable Court deems just, equitable and proper.

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List on December 10, 2013.

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

SERVICE LIST

Respondents sent US Mail and Email

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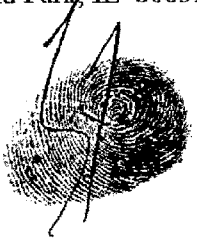
Theodore Stuart Bernstein
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tbernstein@lifeinsuranceconcepts.com

Mark R. Manceri and
Mark R. Manceri, P.A.
2929 East Commercial Boulevard
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Interested Parties and Trustees for Beneficiaries

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

Jill Marla Iantoni
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Highland Park, IL 60035

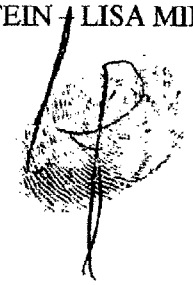


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iviewit@iviewit.tv
iviewit@gmail.com

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



TO REORDER CALL 954-846-9399

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[redacted]

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

_____/

MOTION TO TAX ATTORNEY'S FEES AND COSTS

COME NOW, Theodore Stuart Bernstein a/k/a Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina (hereinafter the "Movants"), by and through his undersigned counsel and hereby files this their Motion to Tax Attorney's Fees and Costs and in support thereof state, as follows:

1. On November 14, 2013, the Court entered an Order reserving ruling to tax attorney's fees and costs. A copy of said Order is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The Movants hereby request that the Court tax their attorney's fees and costs

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

against Eliot Ivan Bernstein, individually or any beneficial interest he may have or acquire.

3. Movants are filing the instant Motion to insure timely compliance with Florida Rule of Civil Procedure 1.525.

WHEREFORE, the Movants hereby request that this Honorable Court enter an Order consistent with the relief requested herein and award of attorney's fees and costs and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to all parties on the following Service List, this 2nd day of December, 2013.

_____
Mark R. Manceri, Esq.

CASE NO.: 502011CP000653XXXXSB

SERVICE LIST

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

[redacted]

TO REORDER CALL 954-846-9399

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[redacted]

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased. / PROBATE DIVISION

CASE NO: 502011CP000653XXXXSB

DIVISION: COLIN

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents. /

ORDER

THIS CAUSE came before the Court on October 28, 2013 pursuant to the Order of the Court dated September 24, 2013, and the Court having reviewed the file, having heard argument of Brandan Pratt, Esq.; Mark R. Manceri, Esq. and David Roth, Esq., and being otherwise fully advised on the premises it is hereby, ORDERED AND ADJUDGED, as follows:

1. The Estate shall remain open pending the filing of a Petition for Discharge by Ted Bernstein, as Successor Personal Representative AND ANY DISPOSITION THEREOF PURSUANT TO PLAINTIFF'S RIGHTS + INTERESTS.

2. The Court has determined that it will take no action regarding the form of the pleadings or other documents that were submitted to the Court to close the Estate while Simon

EXHIBIT "A"

Bernstein was serving as Personal Representative.

3. The Court reserves ruling on and retains jurisdiction to tax attorney's fees and costs and any other possible sanction upon the filing of a Motion and proper notice.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 14 day of November, 2013.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Brandan J. Pratt, Esq.
David Roth, Esq.
All Interested Persons

[redacted]

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

IN RE: ESTATE OF File No.: 502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

AMENDED NOTICE OF UMC HEARING
(Resets UMC Hearing Previously Set November 14th, 2013)

YOU ARE HEREBY NOTIFIED that the undersigned attorney will call up for hearing before The Honorable Martin H. Colin on **Tuesday November 19th, 2013 at 8:45 A.M.** in Courtroom 8, South Palm Beach County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444, or as soon thereafter as counsel may be heard, on:

MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 11th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Electronically Filed 11/08/2013 12:40:59 PM ET

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

IN RE: ESTATE OF — File No.502011CP000653XXXXSB

SHIRLEY BERNSTEIN — Division: IY

_____/

NOTICE OF UMC HEARING

YOU ARE HEREBY NOTIFIED that the undersigned attorney will call up for hearing before The Honorable Martin H. Colin on Thursday **November 14, 2013 at 8:45 A.M.** in Courtroom 8, South Palm Beach County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444, or as soon thereafter as counsel may be heard, on:

MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 8th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Electronically Filed 11/08/2013 12:40:59 PM ET

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

IN RE: ESTATE OF — File No.502011CP000653XXXXSB

SHIRLEY BERNSTEIN — Division: IY

_____/

MOTION TO WITHDRAW AS COUNSEL

COMES NOW, **Huth & Pratt**, pursuant to Rule 2.505(f) of the Florida Rules of Judicial Administration, and hereby moves to withdraw as counsel for **Eliot Bernstein** and in support thereof avers the following:

1. **Huth & Pratt** is currently attorney of record for **Eliot Bernstein** in this action.

2. There are certain irreconcilable differences that preclude Huth & Pratt from representing **Eliot Bernstein**.

3. The last known address for **Eliot Bernstein** is 2753 NW 34th Street, Boca Raton, Florida 33434.

4. It would create an unreasonable burden for Huth & Pratt to further represent **Eliot Bernstein**, in this matter.

5. WHEREFORE, **Huth & Pratt**, requests entry of an Order permitting its withdrawal and discharge as attorneys for **Eliot Bernstein** in this action, and asks this Court to award him such other and further relief as this court deems just and proper under the circumstances.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 8th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
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/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

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ON RELIABLE LEGAL CATALOGY

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

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST SET OF INTERROGATORIES PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, ELIOT BERNSTEIN, pursuant to Florida Rule of Civil Procedure Rule 1.340, and hereby propounds this First Set of Interrogatories on **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate and requests **THEODORE S. BERNSTEIN** to answer the Interrogatories under oath, in writing, on or before the thirtieth (30th) day after service of this request:

INSTRUCTIONS

1. In answering these interrogatories, you are required to furnish information not only within your own knowledge or obtainable by you, but also any information or knowledge in the possession of or obtainable by your attorneys, representatives, agents or anyone acting on your behalf or on their behalf.

2. If after exercising due diligence to secure the information, you are unable to answer the questions in full, answer as completely as possible and then explain the reason you are unable to answer more fully, and identify any person or persons able to supply the information.

3. In lieu of identifying any documents a true and correct copy thereof may be annexed to and incorporated in the answers to these Interrogatories. If any such document has already been furnished to the undersigned, only on reference to such document is necessary so as

to enable the undersigned to identify it.

4. If any requested information claimed to be privileged or immune from discovery, please list the following for each item claimed to be privileged;

a. a brief description of the nature and contents of the matter claimed to be privileged or immune;

b. the name, occupation and capacity of the individual from whom the privilege or immune matter emanated;

c. the name, occupation and capacity of the individual to whom the allegedly privileged or immune matter was directed;

d. the date the item bears; and

f. the privilege or immunity claimed.

DEFINITIONS

As used in these interrogatories and in all subsequent written discovery, the following definitions shall apply:

1. The terms "document" and "documents" shall include, but are not limited to, all paper material of any kind, whether written, typed, printed, punched, filmed or marked in any way; recording tape or wires; film, photographs, movies or any graphic matter however produced or reproduced; all mechanical or electronic sound recordings or transcripts thereof in the actual or constructive possession, custody or control of Defendant, or his representatives of which he or his representatives have knowledge.

2. The term "person" includes a corporation, partnership, other business association or entity, a natural person, and any government or governmental body, commission, board or

agency.

3. The terms "communication" and "communications" mean the act or fact of communicating, whether by correspondence, telephone, meeting or any occasion of joint or mutual presence, as well as the transfer of any document from one person to another.

4. The terms "identify" and "identification" when used in reference to any individual person mean to state his or her full name, present or last known address, and his or her present or last known employment position and business affiliation. When used in reference to a person other than an individual person, identify or identification mean to state whether such person is a corporation, partnership or other entity and its name, present or last known address and principal place of its business. Once any person has been identified properly, it shall be sufficient thereafter when identifying that same person to state his, her or its name only.

5. The terms "identify" and "identification" when used in reference to a document or documents mean to state the date, the author (or, if different, the signer or signers), the addressee, type of document (e.g. letter, email, memorandum, telegram, statement, check, chart, sketch, etc.), and any other means of identifying with sufficient particularity to meet the requirements for its inclusion in a Request for Production pursuant to Rule 1.350, Florida Rules of Civil Procedure. If any such document is no longer in your possession, or subject to your control, state what disposition was made of it and the reason for such disposition.

6. The term "identify written communication" shall include the name and address of the person signing the writing, the name and address of the addressee, the date of the writing, and the person or persons having possession of same in addition to the information requested in Paragraph 5.

7. The term "identify oral communication" shall include the nature of said communication, the date of said communication, the name and address of the person making said communication, the name and address of the person receiving said communication and the contents of said communication.

8. As used in this interrogatory, "life functions and activities of daily living" shall mean the things human beings normally do in daily living including: seeing, talking, walking, breathing, writing, reading, hearing, preparing meals, eating, drinking, bathing, dressing, undressing, transferring from bed to chair and back, control over urinary and fecal discharge, using the toilet, grooming, homemaking, leisure, shopping for groceries and supplies, using the telephone, managing money and taking medications.

9. The terms "you" and "yours" refer to **THEODORE S. BERNSTEIN**, his or her agents, employees, representatives and attorneys.

10. The term "Decedent" shall refer to **SHIRLEY BERNSTEIN**, his or her agents, employees, representatives and attorneys

11. The term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN**.

12. The term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN**.

13. Unless otherwise specified in the interrogatory, the time period for the requested response shall be limited to **Date May 20, 2008** through the present.

INTERROGATORIES

1. Identify all pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death. Please include in your answer a description of the jewelry, the estimated value of the jewelry, whether the jewelry was included in the estate. If the jewelry was not included in the Decedent's estate please explain how the jewelry was transferred prior to death. Please also include the names of any witnesses who have knowledge of the statements made in this answer.

ANSWER:

2. Did the Decedent own or rent a lock box, bank box, or safe deposit box? If so, for each box, please state the name and address of the bank or financial institution where the box was located, the box number or account number, the time period that the Decedent owned or rented the box, the contents of the box, the names of the people who had access to the box, the time period that the people had access to the box, an itemization of the items that were in the box during the last two years of the Decedent's life, and an itemization of the items that were in the box on the dated that the Decedent died.

ANSWER:

3. Did the Decedent have an insurance policy that insured her jewelry or any other personal property? If so, for each policy, please state the name and address of the insurer, the policy number, and the time period that the Decedent held the policy.

ANSWER:

4. Please describe all distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to identify all creditor's claims and any fees and costs that were paid.

ANSWER:

I AM AWARE THAT ANY MATERIALLY FALSE STATEMENT KNOWINGLY MADE WITH THE INTENT TO DEFRAUD OR MISLEAD SHALL SUBJECT ME TO THE PENALTY OF PERJURY AND MAY BE CONSIDERED A FRAUD UPON THE COURT.

_____
THEODORE S. BERNSTEIN

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared TED S. BERNSTEIN, who, after being first by me duly sworn, deposes and states that he is the person described in and who executed the attached or foregoing instrument, and he acknowledged before me that the facts contained therein are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal at the State and County aforesaid, this _____ day of _____, 2013.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires

____ Personally known

____ Produced Identification- Type of Identification Produced _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 4, 2013

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed are copies of the following documents dated November 1, 2013 I received from Brandan J. Pratt, Esq.:

1. Eliot Bernstein's First Set of Interrogatories Propounded on Theodore S. Bernstein.

2. Eliot Bernstein's First Request for Production of Documents and Things Propounded on Theodore S. Bernstein.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Robert Spallina, Esq. (w/enlo.)
Ted Bernstein (w/enclo.)

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES on ALL-STATE LEGAL company SINCE 1977

Electronically Filed 11/01/2013 10:43:07 AM ET

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

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, ELIOT BERNSTEIN, pursuant to Florida Rule of Civil Procedure 1.350 and hereby requests **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate to produce the following at the offices of Huth & Pratt, 2101 NW Corporate Blvd., Suite 400, Boca Raton, Florida 33431 on or before the thirtieth (30th) day after service of this request:

DEFINITIONS

As used in this Request to Produce, "documents" and "tangible things" shall include, but is not limited to, writings of any kind; graphic, photographic or actual records or representations of any kind; electronic, mechanical, electrical or computer records or representations of any kind; including e-mail and other data compilations from which information can be obtained, translated, if necessary, by you through detection devises into a reasonably usable form; including original, reproductions, drafts, identical copies and non-identical copies, whether different from original by reason of notation made on the copy of otherwise.

As used in this Request to Produce, "persons" shall include natural persons, proprietorships, corporations, public corporations, municipal corporations, state governments, local governments, governmental agencies, political subdivisions, partnerships, groups, associations or other business or pubic organizations.

As used in this Request to Produce, "property" shall include real property, personal property, tangible property, intangible property, and property of any type or kind.

If any document called for by this Request for Production is withheld because you claim that information is contained in a document, tangible thing or communication protected by the attorney-client privilege, work product privilege, or other recognized privilege, you are requested to so state, specify for each such document, tangible thing or communication, its title, subject matter, sender, author, recipients of copies, each person to whom the original or any copy was circulated, the parties to the communication, the persons present during the communication, the purpose of the communication, the basis upon which the privilege is claimed, and the Request to Produce to which the document, tangible thing or communication is responsive.

As used in this Request to Produce, the term "Decedent" shall refer to **SHIRLEY BERNSTEIN.**

As used in this Request to Produce, the term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN.**

As used in this Request to Produce, the term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN.**

REQUESTS FOR PRODUCTION

1. Please produce all documents and all physical evidence that evidence or relate to pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death.

2. Please produce all documents and all physical evidence that evidence or relate any lock box, bank box, or safe deposit box that the Decedent owned (whether individually or jointly with any other person) during the last two years of her life. Please be sure to include any rental contracts, lease agreements, account opening forms, inventories, and logs associated with any such box.

3. Please produce all documents and all physical evidence that evidence or relate to any insurance policy that the Decedent had on any personal property that she owned during

the last two years of her life. Please be sure to include any personal property riders on any home owner's insurance policy.

4. Please produce all documents and all physical evidence that evidence or relate to any distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to produce documents related to any creditor's claims and any fees and costs that were paid.

5. Please produce any and all fee arrangements, fee agreements, retainer agreements, bills, account statements and settlement sheets that for any attorney who has been paid for rendering services to the Estate.

6. Please produce all separate writings or any other document in which the Decedent indicates where she wants her personal property to go upon her death.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Kimberly Moran

From: Robert Spallina
Sent: Friday, November 01, 2013 11:18 AM
To: Kimberly Moran
Subject: FW: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

Please print for file

From: eservice@myflcourtaccess.com [mailto:eservice@myflcourtaccess.com]
Sent: Friday, November 01, 2013 10:43 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

This is an automatic e-mail message generated by the ePortal system.
Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 11/01/2013 10:43:07 AM ET.

Court:
Fifteenth Judicial Circuit in and for Palm Beach County, Florida

Case #:
502011CP000653XXXXSB

Case Style:
IN RE: Estate of Not Available

Document Title:
Request
Notice

Filer:
Brandan J. Pratt 561-392-1800

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Brandan J. Pratt	bpratt@huthpratt.com	luanne@huthpratt.com
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.cc
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina

Notice is not sent to:

Name	Primary Email	Alternate Email 1
No Matching Entries		

Filing#:6989221;Audit#:20215860;UCN#:502011CP000653XXXXSB;

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SERVICES SINCE 1977 ON ALL OUR LEGAL COMPANY

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Electronically Filed 10/16/2013 01:40:21 PM ET

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

NOTICE OF FILING

PLEASE TAKE NOTICE that the following copies of which are attached hereto, have been filed of record with the Clerk of this Court.

1. Return of Service dated October 10, 2013 (Candice Bernstein).

2. Return of Service dated October 10, 2013 (Eliot Ivan Bernstein).

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

CASE NO.: 502011CP000653XXXXSB

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to all parties on the following Service List, this 16th day of October, 2013.

_____
Mark R. Manceri, Esq.

CASE NO.: 502011CP000653XXXXSB

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

RETURN OF SERVICE

State of FL **County of Palm Beach** **Circuit Court**

Case Number: 502011CP000653XXXXSB Court Date: 10/28/2013 4:00 pm

Plaintiff:
Eliot Ivan Bernstein, Pro Se

vs.

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

For:
Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Received by Advantage Messenger & Process on the 3rd day of October, 2013 at 3:00 pm to be served on **Candice Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434.**

I, Donna M Rocco, do hereby affirm that on the **10th day of October, 2013 at 8:42 am, I:**

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the **Witness Subpoena and a witness fee check in the amount of $7.00** with the date and hour of service endorsed thereon by me, to: **Candice Bernstein** at the address of: **2753 NW 34th Street, Boca Raton, FL 33434**, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
10/5/2013 10:15 am Attempted Service. Out to breakfast per son.
10/5/2013 1:47 pm Attempted Service. No response. Car in driveway tag# BGF C36.

Description of Person Served: Age: 50, Sex: F, Race/Skin Color: White, Height: 5' 7", Weight: 140, Hair: Blonde, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the jurisdiction which the process was served. Under penalty of perjury, I declare that I have read the foregoing Affidavit of Service and that the facts stated in it are true. NOTARY NOT REQUIRED PURSUANT TO F.S.92.525(2).

Donna M Rocco

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
(954) 818-6555
Our Job Serial Number: AMV-2013003458

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RETURN OF SERVICE

State of FL **County of Palm Beach** **Circuit Court**

Case Number: 502011CP000653XXXXSB Court Date: 10/28/2013 4:00 pm

Plaintiff:
Eliot Ivan Bernstein, Pro Se

vs.

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

For:
Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Received by Advantage Messenger & Process on the 3rd day of October, 2013 at 3:00 pm to be served on **Eliot Ivan Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434.**

I, Donna M Rocco, do hereby affirm that on the **10th day of October, 2013** at **8:42** am, I:

SUBSTITUTE served by delivering a true copy of the **Witness Subpoena and a witness fee check in the amount of $7.00** with the date and hour of service endorsed thereon by me, to: **Candice Bernstein as Co-Resident** at the address of: **2753 NW 34th Street, Boca Raton, FL 33434**, the within named person's usual place of **Abode**, who resides therein, who is fifteen (15) years of age or older and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
10/5/2013 10:15 am Attempted Service. Out to breakfast per son.
10/5/2013 1:47 pm Attempted Service. No response. Car in driveway tag# BGF C36.

Description of Person Served: Age: 50, Sex: F, Race/Skin Color: White, Height: 5' 7", Weight: 140, Hair: Blonde, Glasses: N

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Donna M Rocco

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
(954) 818-6555
Our Job Serial Number: AMV-2013003459

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Case: 1:13-cv-03643 Document #: 258-7 Filed: 08/27/16 Page 898 of 1000 PageID #:11338

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, October 16, 2013 1:40 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

This is an automatic e-mail message generated by the ePortal system.
Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 10/16/2013 01:40:21 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Flc
Case #:	502011CP000653XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Notice Of Filing
Filer:	Mark R Manceri 954-491-7099

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
No Matching Entries		

[redacted]

TO REORDER CALL: 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES an ALLMAND LEGAL company since 1977

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased
_____/
ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.
_____/

ORDER SETTING HEARING

THIS MATTER came before the Court on the Notice of Emergency Motion to Freeze Estates. Upon consideration, it is hereby

ORDERED AND ADJUDGED that:

This case is hereby set for a hearing on **Friday, September 13, 2013 @ 1:30 p.m. for 30 minutes before Judge Martin H. Colin** in Courtroom 8, 200 W. Atlantic Avenue, Delray Beach, FL 33444. This matter is set for a 30 minute oral argument only (1) whether this matter is an Emergency and (2) what type of evidentiary hearing, if any, needs to be held.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 4th day of September, 2013.

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Fl. 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Fl. 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased

_____/

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.

_____/

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DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 4th day of September, 2013.

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
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2753 NW 34th Street
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2142 Churchill Lane
Highland Park, IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

[redacted]

TO REORDER CALL 954-846-9399

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LEGAL

14

[redacted]

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF	CASE NO. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN,	NOTICE OF MOTION
Deceased	JUDGE MARTIN H. COLIN

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)

RESPONDENTS.

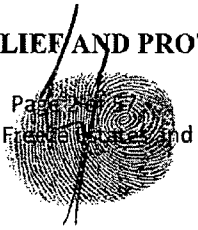
_____/

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
SEP - 4 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SHIRLEY 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;

CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order to **(i) FREEZE ESTATES OF SHIRLEY 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 (ii) FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS (iii) TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE and (iv) CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE** and such other relief as the Court may find just and proper. That due to extraordinary circumstances defined herein that will cause an immediate lights out situation on Petitioner's family, including three minor children who are Beneficiaries of the estate, due to Admitted and Acknowledged Forgeries and Fraud by the alleged Personal Representatives and their Licensed Notary Public, Kimberly Moran ("Moran") submitted to the Florida Governor's Office Notary Public Investigations Division regarding documents of the estate filed with this Court, Petitioner requests this Court not wait for a hearing to be scheduled but instead act on its own motion immediately to stop these now **LIFE THREATENING EMERGENCIES** and to stop further crimes from being committed and order **EMERGENCY RELIEF AND PROTECTION** to the Beneficiaries to



curtail an attempted Extortion of Petitioner, as described herein. Note that the **ADMITTED FRAUD AND FORGERIES OF DOCUMENTS WAS SUBMITTED AS PART OF FRAUD ON THIS COURT DIRECTLY TO THIS COURT** and therefore these Admitted and Acknowledged Felony crimes detailed herein have been committed directly against this Court in addition to Petitioner, Beneficiaries and Interested Parties. This Court should therefore take immediate Judicial Notice of the facts contained herein, including but not limited to, Admitted and Acknowledged Forgeries and Fraud and take immediate corrective measures.

Dated: Palm Beach County, FL

2015

X

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

To:

Respondents sent US Mail, Fax and Email

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

Donald Tescher, Esq.
Tescher & Spallina, P.A.
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Theodore Stuart Bernstein

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

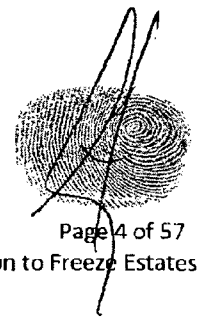
Interested Parties and Trustees for Beneficiaries

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

Jill Marla Iantoni
2101 Magnolia Lane
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Pamela Beth Simon
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psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com



IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF	CASE NO. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN,	PROBATE DIVISION
DECEASED	JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE

AFFIRMATION

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)

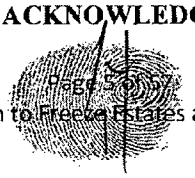
RESPONDENTS.

_____/

AFFIRMATION

I, Eliot Ivan Bernstein, make the following affirmation under penalties of perjury:

I, Eliot Ivan Bernstein, am the Pro Se Petitioner ("Petitioner") in the above entitled action, and respectfully move this Court to issue an order to, Freeze the Estate of Shirley Bernstein ("Shirley") due to **ADMITTED AND ACKNOWLEDGED CRIMINAL ACTS,**



INCLUDING BUT NOT LIMITED TO, FORGERY, NOTARY PUBLIC FRAUD, FRAUD ON THIS COURT, FRAUD ON THE BENEFICIARIES AND INTERESTED PARTIES AND INTERSTATE MAIL & WIRE FRAUD and such other relief as the Court may find just and proper. These Criminal Acts were committed in the estate by the Law Firm of Tescher & Spallina, P.A. ("TSPA"), Robert Spallina ("Spallina") and Donald Tescher ("Tescher") acting as alleged Personal Representatives, acting further as Employer to their Legal Assistant and Licensed Notary Public, Kimberly Moran ("Moran") and finally acting in collusion with Theodore Bernstein ("Ted"), all acting under alleged Fiduciary Powers illegally gained through alleged Fraud as evidenced herein.

The reasons why I am entitled to the relief I seek are the following, based on information and belief:

INTRODUCTION

1. That on May 6, 2013 Petitioner filed Docket #34 an "**EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE**" ("Petition 1").

   i. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and

   ii. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

2. That on May 29, 2013, Petitioner filed Docket #37 **"RENEWED EMERGENCY PETITION"** ("Petition 2")

   i. www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

3. That on June 26, 2013, Docket #39 Petitioner filed a **"MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER"** ("Petition 3")

   i. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

4. That on July 15, 2013, Petitioner filed Docket #40 **"MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS"** ("Petition 4")

   i. www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

5. That on July 24, 2013, Petitioner filed Docket #41 **"MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more.** ("Petition 5")

   i. www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

6. That on August 28, 2013, Petitioner filed Docket #TBD "**NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID**

BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" ("Petition 6")

i. www.iviewit.tv/20130828MotionFamilyAllowanceShirley.pdf

MOTION TO FREEZE ESTATES OF SHIRLEY BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FRAUD 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

7. That in the aforesaid Petitions 1-6, Petitioner prayed to this Court already to Freeze the Estates of both Simon Bernstein ("Simon") and Shirley on various grounds of alleged criminal activity claimed in Petitions 1-6. Petitioner requests this Court to consider allegations stated in those Petitions as part of this Motion and now reconsider them in light of the newly **ADMITTED AND ACKNOWLEDGED CRIMINAL ACTS, INCLUDING BUT NOT LIMITED TO, FORGERY[1], NOTARY PUBLIC FRAUD[2], FRAUD ON THIS COURT[3], FRAUD ON THE BENEFICIARIES AND INTERESTED PARTIES[4] AND INTERSTATE MAIL AND WIRE FRAUD[5].**

[1] 831.02 Uttering forged instruments.—Whoever utters and publishes as true a false, forged or altered record, deed, instrument or other writing mentioned in s. 831.01 knowing the same to be false, altered, forged or counterfeited, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
History.—s. 2, ch. 1637, 1868; RS 2480; GS 3360; RGS 5208; CGL 7326; s. 2, ch. 59-31; s. 2, ch. 61-98; s. 960, ch. 71-136.

[2] 117.105 False or fraudulent acknowledgments; penalty.-A notary public who falsely or fraudulently takes an acknowledgment of an instrument as a notary public or who falsely or fraudulently makes a certificate as a notary public or who falsely takes or receives an acknowledgment of the signature on a written instrument is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

[3] "Fraud on the Court as a Basis for Dismissal with Prejudice or Default: An Old Remedy Has New Teeth"

[redacted]

13

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALLSAVE LEGAL company

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

MOTION TO REOPEN ESTATE AND SET EVIDENTIARY HEARING

Comes now the undersigned, counsel to the captioned estate, and alleges as follows:

1. The Estate was closed and an Order of Discharge was entered on January 3, 2013.

2. The Personal Representative of the Estate, Simon Bernstein, died on September 13, 2012 and his probate estate is currently being administered before this Court.

3. It was recently brought to the attention of the Petitioner that certain irregularities occurred in connection with the execution of the Waivers filed in connection with the closing of this Estate.

4. In order to remove any issues regarding the rights of the surviving spouse and the five adult children of Simon and Shirley Bernstein, and as officers of the Court, it is our obligation to bring this matter to the attention of the Court and to all persons impacted by the actions, and to give these persons the opportunity to cure the irregularities.

5. We believe that the appropriate procedure is to notify the persons affected by the irregularities and to hold a hearing before this Court so that they have the opportunity, if they wish, to seek appropriate relief.

WHEREFORE, the undersigned seek an Order reopening the Shirley Bernstein probate for the sole purpose of presenting evidence regarding the irregularities and permitting the affected persons the opportunity to be heard.

Dated as of this 26 day of August, 2013.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
rspallina@tescherspallina.com

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

IN RE: ESTATE OF

SHIRLEY BERNSTEIN,

File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF HEARING
(1 Hour Reserved)

YOU ARE HEREBY NOTIFIED that the undersigned will call up for hearing before the Honorable Martin Colin, Judge of this Court, in the Chambers at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, on the 28th day of October, at 11:00 a.m., or as soon thereafter as Counsel may be heard, the following:

1) **MOTION TO REOPEN ESTATE AND SET EVIDENTIARY HEARING (copy attached)**

PLEASE GOVERN YOURSELVES ACCORDINGLY.

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail to the following:

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
Pamela B. Simon	psimon@stpcorp.com	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606
Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035

Lisa S. Friedstein lisa@friedsteins.com

2142 Churchill Lane
Highland Park, IL 60035

on this 29th day of August 2013.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the Court, the address of which is:
200 West Atlantic Avenue, Delray Beach, Florida. Telephone Number: (561) 355-2431.

[redacted]

12

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES on ALLSTATE LEGAL Company SINCE 1977

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

IN RE: ESTATE OF
SHIRLEY BERNSTEIN,
DECEASED

CASE NO. 2012CP004391 IX
PROBATE DIVISION

JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

NOTICE OF MOTION

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.
_____/

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
AUG 28 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order for:

i. Family Allowance;

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

IN RE: ESTATE OF SHIRLEY BERNSTEIN, DECEASED	CASE NO. 2012CP004391 IX PROBATE DIVISION JUDGE MARTIN H. COLIN
ELIOT IVAN BERNSTEIN, PRO SE PETITIONER,	**NOTICE OF MOTION**

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.
_____/

NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order for:

i. Family Allowance;

ii. Interim Distributions for Beneficiaries immediate needs of School Tuition and Living Expenses;

iii. Legal Counsel Expenses to be paid by Spallina & Tescher, Robert Spallina and Donald Tescher (collectively herein the "Personal Representatives"), as all of these needs are a result of their misconduct and violations of law;

iv. Reimbursement of the beneficiaries school trust funds due to depletion of these funds caused by further fraud by the Personal Representatives; and

v. Such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

28th, 2013

X

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

To:

Respondents served Email

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

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

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

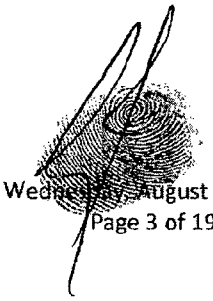
Interested Parties and Trustees for Beneficiaries

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

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

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Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv



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TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES an ALSTATE LEGAL company SINCE 1977

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF	CASE NO. 502011CP00653XXXXSB
SHIRLEY BERNSTEIN,	PROBATE DIVISION
DECEASED	JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

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RESPONDENTS.

_____/

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SOUTH COUNTY BRANCH OFFICE
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JUL 24 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

MOTION TO REMOVE PERSONAL REPRESENTATIVES

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order to remove the Personal Representatives Tescher & Spallina P.A., Donald Tescher & Robert Spallina as Personal Representatives and Theodore

Bernstein as Trustee, Successor Trustee, Personal Representative and any other capacity they may have claimed in the estates of Simon and Shirley ("Estates") and have them immediately deliver all Estates assets, records, accountings, inventories, documents, papers, and other property of or concerning the Estates in the removed Personal Representatives and Trustees possession or control to the remaining Personal Representative or successor fiduciary or this Court. That this Court then turn all relevant documents over to the appropriate state and federal authorities for further investigation of alleged Forgery and Fraud and other violations of state and federal law and for such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

_____, 2013

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

To: Respondents sent Certified Mail

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

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

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Page 13 of 62
07/24/2013
Motion to Remove PR

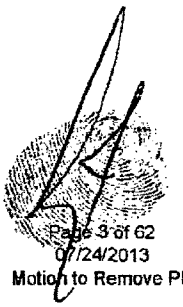
Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434



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10

[redacted]

TO REORDER CALL 954-846-9399

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LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALSBRIDGE LEGAL company

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

SHIRLEY BERNSTEIN,

Deceased

_____/

CASE NO. 502011CP00653XXXXSB

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SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court requiring the Respondents to respond to the Petitions filed by Petitioner on May 06, 2013 and June 26, 2013, and already timely served to Respondents, within 20 days from service of this Motion to Respond to the Respondents. Petitioner being Pro se was not aware to

include and had not included Notice to provide response within certain days to be included with the Petition. Hence this motion is filed.

THEREFORE, the undersigned respectfully requests that this Court grant an Order requiring the Respondents to respond to the Petition filed by Petitioner on May 06, 2013 and June 26, 2013, within 20 days from service of this Motion.

Dated: Palm Beach County, FL

July 15, 2013

X _____

Eliot I. [redacted], Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

PROOF OF SERVICE BY MAIL

I, Eliot Ivan Bernstein, the Petitioner, certify that I served this notice by mailing a copy to:

Respondents
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

and depositing the same in the U.S. Priority Mail on the 15 day of July 2013, with proper postage prepaid.

Date July 15, 2013

Eliot Ivan Bernstein, Pro Se

[redacted]

9

[redacted]

TO REORDER CALL 954-846-9399

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LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE/GUARDIANSHIP DIVISION "IY"

IN RE: THE ESTATE OF

SHIRLEY BERNSTEIN,

Deceased

_____/

CASE NO. 502011CP00653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

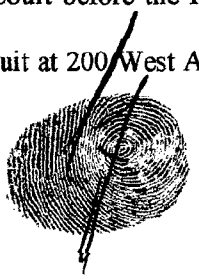
TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at The Fifteenth Judicial Circuit at 200 West Atlantic Ave. Delray Beach, FL 33444, at a date and



time to be determined by the Court, for an order to consider in ordinary course the Renewed Emergency Petition filed on May 29th 2013, Docket # 37 by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more and for such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

_____, 2013

X _____
Eliot I. Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434
(561) 245-8588

To: Respondents
Served Priority Mail to:

Respondents

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

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
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Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

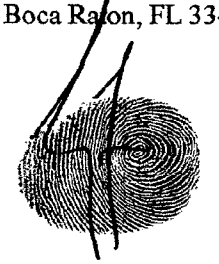
Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434



IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE/GUARDIANSHIP DIVISION "IY"

IN RE: THE ESTATE OF CASE NO. 502011CP00653XXXXSB

SHIRLEY BERNSTEIN,

Deceased

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

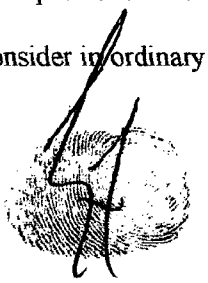
RESPONDENTS.

_____/

MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION *TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES,* INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY *PETITIONER*

I, Eliot I. Bernstein, make the following affirmation under penalties of perjury:

I, Eliot I. Bernstein, am the pro se petitioner in the above entitled action, and respectfully move this court to issue an order to consider in ordinary course the Renewed Emergency Petition filed



by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more and for such other relief as the Court may find just and proper.

The reasons why I am entitled to the relief I seek are the following:

I. INTRODUCTION:

1. That on May 29th 2013, Docket # 37 this Petitioner had filed a Renewed Emergency Petition to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind *signature of Eliot Bernstein in Estate of Shirley and more.*

2. That on 31st May 2013, the Honorable Judge Martin H. Colin gave a judgment on the Emergency Petition stating "Renewed Emergency Petition is hereby denied as an emergency. This matter may be set in the ordinary course"- **Exhibit 1**

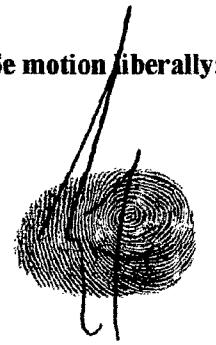
II. ARGUMENT:

1. ***To consider the Renewed Emergency Petition filed by Petitioner in ordinary course:***

   As per order of Court this Petitioner intends to proceed with the petition in ordinary course and requests this court to consider the Renewed Emergency Petition in ordinary course.

2. **To construe this Pro Se motion liberally:**

   i. **Relevant Law:**

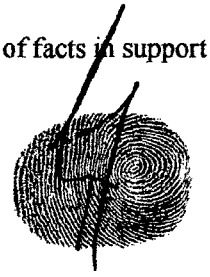


Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch.20, 1789 states that:

> "Pleadings of the Plaintiff SHALL NOT BE dismissed for *lack of form or failure of process. All the pleadings* are as any reasonable man/woman would understand, and:
> ""And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courtsively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe (a)"'

Court errs if court dismisses pro se litigant without instructions of how pleadings are deficient and how to repair pleadings. *Plaskey v CIA*, 953 F .2nd 25

It is settled law that the allegations of such a complaint, "however inartfully pleaded" are held "to less stringent standards than formal pleadings drafted by lawyers, see *Haines v. Kerner*, 404 U.S. 519, 520 (1972). See also *Maclin v. Paulson*, 627 F.2d 83, 86 (CA7 1980); *French v. Heyne*, 547 F.2d 994, 996 (CA7 1976); *Estelle v. Gamble*, 429 U.S.97, 106 (1976). Such a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.



Haines, supra, at 520-521. And, of course, the allegations of the complaint are generally taken as true for purposes of a motion to dismiss. *Cruz v. Beto,* 405 U.S. 319, 322 (1972).

Recognizing that transsubstantive pleading standards do not sufficiently account for the capability differential between represented and unrepresented litigants, the Supreme Court fashioned a rule of special solicitude for pro se pleadings. See Robert Bacharach & Lyn Entzeroth, Judicial Advocacy in Pro Se Litigation: A Return to Neutrality, 42 IND. L.REV. 19, 22-26 (2009)

The Court granted such leniency, or "liberal construction," to pro se pleadings against the backdrop of Conley v. Gibson's undemanding "no set of facts" standard. See *Conley v. Gibson,* 355 U.S. 41, 45-46 (1957) "[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.", abrogated by *Bell Atl. Corp. v. Twombly,* 550 U.S. 544, 561-63 (2007). This standard epitomized the notice-pleading regime envisioned by the drafters of the Federal Rules, who emphasized discovery as the stage at which a claim's true merit would come to light, rather than pleading. See *Christopher M. Fairman,* The Myth of Notice Pleading, 45 ARIZ. L. REV. 987, 990 (2003).

ii. <u>Discussion:</u>

In this action, the Petitioner appears Pro se. Hence, this motion should be construed liberally. It should not be dismissed for failure to state a claim. It should be decided on true merit, rather than pleading.

III. Prayer for Relief



WHEREFORE, for the reasons set forth in detail herein, Petitioner respectfully requests that this Court in the interest of justice consider in ordinary course the Renewed Emergency Petition filed by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more and grant such other relief as the Court may find just and proper.

Respectfully submitted,

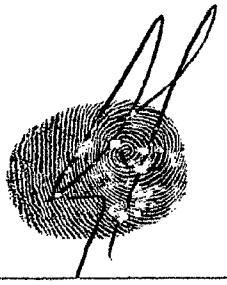
Dated: Palm Beach County, FL

, 2013

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 3343
(561) 245-8588

Exhibit 1

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
13 MAY 31 AM 9:53

IN RE: **THE ESTATE OF**
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA *(BOTH PERSONALLY & PROFESSIONALLY)*, *DONALD R.* TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,
Respondents.
_____/

ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, *INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED* TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY AND MORE-PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

UPON CONSIDERATION of the Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More-Proof of Service to all Interested Parties Served in Accordance with this Court Order, it is hereby

ORDERED AND ADJUDGED that Renewed Emergency Petition is hereby

Recvd by EIOT 6/13/13

Denied as an emergency. This matter may be set in the ordinary course.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 31st day of May, 2013.

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, Fl. 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL. 60035

Jill Maria Iantoni
2101 Magnolia Lane
Highland Park, IL. 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL. 60611

Eliot Bernstein, Pro Se.
2753 NW 34th Street
Boca Raton, Fl 33434

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

SHIRLEY BERNSTEIN,

Deceased

_____/

CASE NO. 502011CP00653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

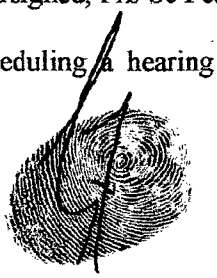
TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO SET HEARING FOR AN ORDER ON PETITIONER'S MOTION TO CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN *ESTATE OF SHIRLEY BERNSTEIN* AND MORE

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court scheduling a hearing on his Motion to consider in ordinary course the



Renewed Emergency Petition filed by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more, which was filed with this court on May 29th 2013, Docket # 37.

THEREFORE, the undersigned respectfully requests that this Court grant an Order for a hearing on his Motion consider the Renewed Emergency Motion in ordinary course.

Dated: Palm Beach County, FL

2013

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

Sent Priority Mail to:

Respondents

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

Donald Tescher, Esq.
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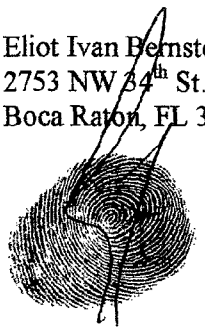
Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434



[redacted]

8

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

IN RE: **THE ESTATE OF SHIRLEY BERNSTEIN,**
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,
Respondents.
_____/

ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY AND MORE-PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

UPON CONSIDERATION of the Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More-Proof of Service to all Interested Parties Served in Accordance with this Court Order, it is hereby

ORDERED AND ADJUDGED that Renewed Emergency Petition is hereby

Denied as an emergency. This matter may be set in the ordinary course.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 31st day of May, 2013.

SIGNED & DATED
MAY 31 2013
JUDGE MARTIN H. COLIN

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1, Suite 720
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Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL. 60611

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

[redacted]

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

FILE NO. 502011CP000653XXXXSB

DECEASED

HON. MARTIN H. COLIN

RENEWED EMERGENCY PETITION

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE *STUART BERNSTEIN, AS PERSONAL* REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER



This Entire Petition is written, filed upon the knowledge, information and belief of Eliot Ivan Bernstein ("Petitioner"):

1. That in compliance with this Court's Order dated May 08, 2013 the original "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE." [1] has been served to all Respondents and interested parties/persons to whom the Petition is directed, Theodore Bernstein, Pamela Simon, Jill Iantoni and Lisa Friedstein and as Trustees for their children .
2. That on May 14th 2013 Proof of Service on all Respondents and interested parties/persons of the original Emergency Petition was filed with the Court and Petitioner now moves this Court to adjudicate this Renewed Emergency Petition immediately as to prevent further alleged Criminal Activity and theft of *assets of the estate to cease.*
3. That during such time that this Court has requested proper service of the Petition, it has come to Petitioner's attention that assets of the estate are being sold or otherwise disbursed of without proper notification to Petitioner and Interested Parties by the Respondents.
4. That the Court and all Officers of the Court handling this matter have been requested to Sign a Conflict of Interest Disclosure ("COI") that was attached in the original Emergency Motion and where prior to ANY decisions or orders or rulings or pleadings submitted by any Officer of the Court, Petitioner is requesting a signed COI to ensure fair and impartial due process.
5. That it has come to the attention of Petitioner that the Justices handling the *estates of Simon and Shirley Bernstein are different and that the Justices* handling the cases are signing orders in each other's case and Petitioner

[1] A Copy of the original Petition served on the Respondents and Interest parties and this Court is again provided herein for this Court, at the Court Clerk's request and an additional $200.00 in printing and copying costs.



requests clarification as to who is adjudicating each case and who will be signing orders in each case. This has also confused both the Court Clerks and the Justices assistants and delayed this Emergency Petition from being heard by the Court, again allowing more time for Respondents to continue perpetrating Fraud on this Court and more.

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

Dated: _____, 2013

Respectfully submitted,

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

FILE NO. 502011CP000653XXXXSB

DECEASED

PROOF OF SERVICE OF: RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

I CERTIFY that on May 29, 2013 a copy of the "**RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL *REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT* DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER**" was mailed by United States Priority Mail to the entities on the attachment hereto.

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

Signed on May 29th 2013

By: _____

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

Sent Priority Mail on May 29, 2013 to:

Respondents

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

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

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611



[redacted]

6

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

GTS LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

DECEASED

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013 and May 14, 2013, a copy of the "**EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE**" was mailed by United States Priority Mail to the entities on the attachment hereto.

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

Signed on _____, 2013

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

Sent Priority Mail on May 06, 2013 to:

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

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

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Sent Priority Mail on May 14, 2013 to:

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Following are proof of service receipts from the United States Post Office Service Center.



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5

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

OFS LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 AN ALSAFE LEGAL COMPANY

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502012CP004391XXXXSB

IN RE: **THE ESTATE OF**
SIMON BERNSTEIN,
Deceased.
_____/

AMENDED ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

(This Amended Order replaces the original order entered by this court on May 8, 2013)

UPON CONSIDERATION of the Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, it is hereby

ORDERED AND ADJUDGED that the Emergency Petition is hereby **Denied** as an emergency. The Respondent, Eliot Bernstein, is required to serve his petition properly and in accordance with the Rules of Procedure on all interested parties/persons to whom his petition is directed. No further action will be taken on this matter until the foregoing is complied with.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of May, 2013.

_____
MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Eliot Bernstein, Pro Se
2753 NW 34th Street
Boca Raton, Fl. 33434

[redacted]

4

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL STATE LEGAL company

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502012CP004391XXXXSB

IN RE: **THE ESTATE OF**
SIMON BERNSTEIN,
Deceased.
_____/

ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

UPON CONSIDERATION of the Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, it is hereby

ORDERED AND ADJUDGED that the Emergency Petition is hereby **Denied** as an emergency. This matter may be set in the ordinary course.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of May, 2013.

_____
MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Peter M. Feaman, Esquire
3615 W. Boynton Beach Blvd.
Boynton Beach, Fl. 33436

Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

[redacted]

3

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES on ALL STATE LEGAL company SINCE 1977

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

Deceased

AND

IN RE: ESTATE OF PROBATE DIVISION

FILE NO. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN,

Deceased

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013, a copy of the attached notice of **PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE** was mailed by United States Registered or Certified Mail, return receipt requested, postage prepaid, to the entities on the attachment hereto.

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

Signed on May 06, 2013

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

Sent Priority Mail on May 06, 2013 to:

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

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

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Sent Priority Mail on May 14, 2013 to:

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Following are proof of service receipts from the United States Post Office Service Center.

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TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES OF ALLIGART LEGAL company SINCE 1977

SHIRLEY BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20 day of MAY, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

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

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

SB

(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand ($200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust.***"

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

F. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

G. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

H. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

I. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SIMON L. BERNSTEIN ("***SIMON***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

8. Person Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law**. The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("***DEBORAH***"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts.**

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

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

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVENUE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

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

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Shirley Bernstein Trust Agreement.wpd [05 15:11 19 08]

ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SHIRLEY BERNSTEIN, Settlor and Trustee

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

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CLERK & COMPTROLLER
PALM BEACH COUNTY

WILL OF

SHIRLEY BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

WILL OF

SHIRLEY BERNSTEIN

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("***SIMON***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

Shirley Bernstein

TESCHER & SPALLINA, P.A.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without