

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**ARTICLE 8**  
**SUBCHAPTER S STOCK**

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

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

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

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

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

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

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

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

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

#### ARTICLE 9 PERPETUITIES PROVISION

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

#### ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 11**  
**MISCELLANEOUS PROVISIONS**

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

**(a) Trustees.**

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

**(b) Internal Revenue Code Terms.**

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and



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

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

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

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

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

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

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

**11.4 Certifications.**

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



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

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

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

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

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

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

INITIAL

Executed as of the date first written above.

Signed in the presence of:

Joseph M. Johnson  
JM

Two witnesses as to Simon Bernstein

SETTLOR

[Signature]  
Simon Bernstein

Signed in the presence of:

Joseph M. Johnson  
JM

Two witnesses as to Traci Kratish

TRUSTEE

Traci Kratish, P.A.

[Signature] FOR TRACI KRATISH, P.A.  
[Signature] AS PRESIDENT

Traci Kratish, ~~PA~~, President



**Schedule A**  
**Initial Transfers to Trust**

Transfer of 6 shares of LIC Holdings, Inc.

W. W. W.



MRACHEK  
FITZGERALD  
ROSE  
KONOPKA  
THOMAS  
& WEISS, P.A.

WRITER'S DIRECT DIAL NUMBER: (561) 355-6991

WRITER'S E-MAIL ADDRESS: [arose@mrachek-law.com](mailto:arose@mrachek-law.com)

November 28, 2016

The Honorable Rosemarie Scher  
North County Courthouse  
3188 PGA Boulevard  
Palm Beach Gardens, FL 33410

Re: *Estate of Simon L. Bernstein*  
Case No.: 502012CP004391XXXXNBIH

*Estate of Shirley Bernstein*  
Case No.: 502011CP000653XXXXNBIH

*Shirley Trust Construction: Ted Bernstein, etc., et al. v. Alexandra Bernstein, et al.,*  
Case No.: 502014CP003698XXXXNB-IH

Dear Judge Scher:

As discussed at the UMC hearing last Tuesday, this is intended to be a short summary of the status of Bernstein matters, filed by the Trustee of the two relevant trusts: Simon L. Bernstein Amended and Restated Trust dtd 7-25-2012 ("Simon Trust") and Shirley Bernstein Trust Agreement dtd 5-20-2008 ("Shirley Trust"). This summary is as short as possible, but it takes two pages just to explain the names of the parties and interested persons.

Although there have been four prior judges, only Judge Colin and Judge Phillips conducted substantive hearings. When the case was before Judge Colin, it seemed like an unmanageable circus, in large part due to uncertainty as to who were proper beneficiaries and repeated attacks on fiduciaries and counsel.<sup>1</sup> Judge Phillips brought order to chaos; determined after a trial who are the rightful beneficiaries of these estates and trusts; appointed a Guardian ad Litem to protect the interests of three children whose father was acting in an adverse and destructive manner; and shepherded the case much closer to the finish line. The most important thing now, regardless of how any issue gets resolved or the outcome of any hearing or trial, is to continue moving forward and not revert to the past.

---

<sup>1</sup> This is explained in a 14-page Omnibus Status Report submitted to Judge Phillips at an initial Status Conference. [Case 502012CP004391 DE 393] Among other things, Eliot Bernstein harassed, defamed and later sued the Trustee, professionals, the beneficiaries, and even hinted at suing Judge Colin.

Estate of Simon L. Bernstein

Case Number: 502012CP004391XXXXNBIH

November 28, 2016

Page 2

Judge Phillips first set a trial to determine the validity of the Wills and Trusts, which determined the proper beneficiaries. A one-day trial was held on December 15, 2016, at which time Judge Phillips heard evidence and entered a Final Judgment upholding the validity of Simon's and Shirley's Wills and Trusts, and finding that Ted Bernstein had done nothing wrong.<sup>2</sup> [Case 502014CO003698 DE 113]

Based upon the Final Judgment, we have made great progress. At a mediation in July, everyone but two parties (Stansbury and Eliot, as described below) were able to resolve all of their disagreements. There is a signed Mediation Settlement Agreement subject to Court approval. As a result, we are near the finish line on the Shirley side. However, Stansbury and Eliot continue to disrupt and delay the orderly administration of Simon's Estate; are trying to influence the Simon Trust even though neither has standing on those issues; and are causing unnecessary expense.

Briefly, let us introduce you to the players:

Our law firm represents Ted S. Bernstein, the Trustee of both trusts and the PR of Shirley's Estate. Ted is the oldest child of Shirley (died 12-8-2010) and Simon (died 9-13-2012). Their deaths have led to four cases: Shirley's Estate (Case 502011CP000653); Shirley's Trust (Case 502014CP003698); Simon's Estate (Case 502012CP004391); and Simon's Trust.<sup>3</sup>

Simon and Shirley had five children and ten grandchildren; all of these are aligned and in agreement except for Eliot Ivan Bernstein ("Eliot").

Eliot lives in a world filled with conspiracy and fraud, where everyone is a thief, forger or murderer, and where he was car-bombed to cover up the theft of his trillion dollar invention. (<http://iviewit.tv/>) Faced with certain poverty after his parents' deaths, Eliot lashed out against his parent's surrogate – his older brother Ted – and others in vicious and cruel ways. (<http://tedbernsteinreport.blogspot.com/>)<sup>4</sup>

---

<sup>2</sup> "Based on the evidence presented, the Court finds that Plaintiff, Ted S. Bernstein, Trustee, was not involved in . . . any other improper act, contrary to the allegations of Eliot Bernstein made in the pleadings in this case or in various blogs and websites in which Eliot Bernstein has attacked the actions of Ted Bernstein." *Id.* ¶5.

<sup>3</sup> There currently is no pending case directly involving Simon's Trust. Eliot's Petition to remove Ted as Trustee was dismissed by Judge Phillips on April 8, 2016. [Case 502015CP001162 DE # 39]

<sup>4</sup> Eliot's cyber-terrorism, which no court is equipped to stop, was not limited to Ted, and included the undersigned and most of the other professional and fiduciaries, including the judges. One post was entitled "*Judge David French, Judge Martin Colin and the Corrupt Overreaching Florida Probate Courts*"



Estate of Simon L. Bernstein

Case Number: 502012CP004391XXXXNBIH

November 28, 2016

Page 3

The root of Eliot's anger is understandable. One minute he was living the Life of Riley, based upon his parents' agreement to provide him a house and pay all of his living expenses and private school for his three sons (\$80,000 per year), providing total support of more than \$200,000/year. Once Simon died, Eliot's support ended immediately. In an instant Eliot was flat broke – disinherited, and cut-off from all means of support. Eliot does not work, and claims to be indigent.

Moreover, Eliot expected to be rich once his parents died. According to Eliot's court filings and testimony, he believed his parents' net worth was more than \$100 million, and he would inherit \$30 million more. Instead, he gets nothing. His children are beneficiaries, and do get 10% each, but Eliot has done all he can to destroy what little (perhaps \$3 million total) his parents left behind.

The other disgruntled person Simon left behind is William Elwood "Bill" Stansbury ("Stansbury"), now represented by Peter Feaman, Esq. Stansbury claims that Simon cheated him out of millions of dollars in a business venture. (Simon, Ted and Stansbury had each been involved in the insurance business, but never worked together except for a few years [2006-2012] when they all were involved in a Florida life insurance business started by Simon and Ted.)

Stansbury sued Simon shortly before his death; has timely filed an independent action against Simon's Estate; and should be focused on litigating that claim rather than trying to control the strings of these probate court proceedings. Stansbury succeeded in stirring things up and installing a neutral PR after the initial PRs resigned (opposing Ted's Petition to be appointed as Simon's PR), but otherwise has been thwarted by adverse judicial rulings. Now, with a new judge, he seeks to revisit prior rulings of Judges Colin and Phillips.

The only other players who need specific mention are Simon's prior counsel. Those lawyers took some improper actions after Simon's death, but have been replaced and have suffered severe consequences. Indeed, there is a pending settlement between those lawyers and everyone else – Mr. O'Connell, as Simon's PR; Ted as Shirley's PR and Trustee of both trusts; the GAL and all beneficiaries (other than Eliot of course). Eliot has tried to leverage the conduct of these lawyers to fuel his conspiracy theories, but their actions caused limited harm to the estates and trusts, and no harm to Eliot.

Against that backdrop, and with Judge Phillips' retirement, this has landed before Your Honor. We have made great progress, but need to keep moving these cases forward before the professional fees eat the rest of the money. To date, the replacement curator and PR have incurred more than \$300,000 in professional fees, and made little progress toward getting the Simon Estate closer to the finish line. That needs to start changing on the Simon side.

---

... " (<http://tedbernsteinreport.blogspot.com/2016/02/judge-david-french-judge-martin-colin.html>).

On the Shirley side, we are essentially at the finish line. The Final Judgment (on appeal) resolved that the beneficiaries are ten grandchildren and that Eliot has no standing.<sup>5</sup> Once a GAL was appointed to represent the interests of Eliot's children, the parties attended mediation in July with Retired Judge Ronald Alvarez, and entered into a confidential Mediation Settlement Agreement. (A copy is provided to the Court for *in camera* review.) The settlement resolves everything, and includes resolution of the claim against the former attorneys; the closure of the Estate; and the distribution of assets as soon as Eliot's appeals are rejected. All we need is (i) an order approving the settlement; (ii) appointment of a trustee for the three Eliot Children Trusts;<sup>6</sup> and (iii) orders determining the GAL's compensation, to be paid from Eliot's Children's share, and discharging the GAL.

On the Simon side, there are more loose ends, but the most important thing to do is handle the 800-pound gorilla, Stansbury's \$2.5 million claim. Nothing can happen until that claim has been settled or tried, and settlement efforts have been exhausted. When Stansbury did not settle at the July mediation, the beneficiaries agreed to get the case tried quickly and by the Mrachek Firm, which has extensive prior knowledge and involvement in that case. Stansbury did not object to Mrachek's retention, and an Order was entered. [DE 496] But once the Stansbury independent action actually began moving forward, Stansbury tried to put the brakes on by moving to vacate the Order retaining Mrachek. [DE 497] That Motion threatens to hold up the critical issue of moving Stansbury's case forward, so we can decide if he has no claim (in which case we can get rid of him once and for all) or he has a valid claim against the assets of the Estate.

There are a number of other matters to resolve on the Simon side, as set forth on the List of Pending Matters being submitted in advance of the Status Conference, but what cannot be allowed to happen is the slow bleed of money that soon will render the Estate penniless.

On behalf of the Trustee, who now speaks with a singular and clear voice on behalf of all of beneficiaries, the Court should not allow Stansbury or Eliot to cause further disruption. Stansbury is just a potential claimant to whom no money is now due, and he cannot be allowed to continue disrupting the interests of the fiduciaries and beneficiaries. Making matters worse, Stansbury has done little to prosecute his claim against the Estate, and now is trying to put on the brakes.

The Court also cannot allow Eliot to continue his involvement unchecked. Eliot has been barred from participation in the Shirley matters, but may have some limited rights in Simon's estate

---

<sup>5</sup> The appeal has little chance of success. Eliot presented no witnesses or evidence to establish any challenge to the Wills and Trusts. The appeal is fully briefed.

<sup>6</sup> Simon's Trust names Eliot to that role, but he has refused to serve.

Estate of Simon L. Bernstein

Case Number: 502012CP004391XXXXNBIH

November 28, 2016

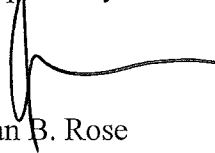
Page 5

because he filed a personal claim against Simon's Estate. He cannot be allowed to bootstrap those limited rights to continue an all-out assault as he has been doing for years, and cannot be allowed to cause the Estate and Trust to "burn all the money" so no one gets any. For example, the Final Judgment ruling that Eliot lacked standing would have ended the nonsense in a normal case, but this one is not normal. In addition to filing numerous appeals (Eliot has filed nine appeals to the Fourth DCA since his father's death<sup>7</sup> and one to the Supreme Court), Eliot continued to disrupt the probate proceedings. On motion in each case and after evidentiary hearings, Judge Phillips entered Orders Appointing a Guardian Ad Litem. [Case 50214CP3698 DEs 154, 161, 175; and Case 502012CP004391 DE 443] In those orders, Judge Phillips expressly found that Eliot was acting adverse and destructive to the interests of his children, and appointed former probate judge Diana Lewis as GAL.

Both Stansbury and Eliot already have tried to remove Ted as Successor Trustee, but both failed.<sup>8</sup> Eliot continues to pursue his agenda, but for the most part is no longer relevant to these proceedings. However, Stansbury continues to persist in trying to control the course of these proceedings. If Stansbury has a legitimate and valid claim, his primary goal should be trying that case. Anything else makes no sense, and certainly cannot be of any help to the Estate and Trust beneficiaries.

We appreciate Your Honor's time and attention to these matters, and look forward to working with Your Honor to bring about an orderly, just and fair outcome.

Respectfully submitted,



Alan B. Rose

Enclosure (for *in camera* review)

cc: All parties on attached service list, w/o enclosure

---

<sup>7</sup> Eliot filed at the 4th DCA a Motion for Rehearing En Banc on December 15, 2015, after the denial of a writ petition in Case No. 4D15-3849, stating: "The case is thus of not only exceptional importance but statewide importance as not only implicating related ongoing frauds upon the United States but the fundamental Due Process issue of whether the Florida Courts themselves can be an appropriate forum for the Petitioner given the current Florida Supreme Court Judge Jorge Labarga's involvement in the underlying frauds . . . in a case where possible murder has been alleged."

<sup>8</sup> Stansbury's petition to remove Ted was dismissed by Judge Phillips for lack of standing under § 736.0706(1), Fla. Stat. [Case 5012CP004391 DE # 240] Eliot's petition also was dismissed. (see fn. 1)



Estate of Simon L. Bernstein

Case Number: 502012CP004391XXXXNBIH

November 28, 2016

Page 6

**SERVICE LIST** - CASE NO. 502012CP004391XXXXNBIH

Eliot Bernstein  
2753 NW 34th Street  
Boca Raton, FL 33434  
(561) 245-8588 - Telephone  
(561) 886-7628 - Cell  
(561) 245-8644 - Facsimile  
Email: [Eliot I. Bernstein \(iviewit@iviewit.tv\)](mailto:Eliot.I.Bernstein@iviewit.tv)

John P. Morrissey, Esq.  
330 Clematis Street, Suite 213  
West Palm Beach, FL 33401  
(561) 833-0766 - Telephone  
(561) 833-0867 - Facsimile  
Email: [John P. Morrissey \(john@jmorrisseylaw.com\)](mailto:John.P.Morrissey@jmorrisseylaw.com)  
Counsel for Molly Simon, Alexandra Bernstein,  
Eric Bernstein, Michael Bernstein

Pamela Beth Simon  
303 E. Wacker Drive, Suite 2725  
Chicago, IL 60601  
Email: [psimon@stpcorp.com](mailto:psimon@stpcorp.com)

Lisa Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035  
[lisa@friedsteins.com](mailto:lisa@friedsteins.com)  
Individually and as trustee for her children, and  
as natural guardian for M.F. and C.F., Minors

Peter M. Feaman, Esq.  
Peter M. Feaman, P.A.  
3695 West Boynton Beach Blvd., Suite 9  
Boynton Beach, FL 33436  
(561) 734-5552 - Telephone  
(561) 734-5554 - Facsimile  
Email: [service@feamanlaw.com](mailto:service@feamanlaw.com);  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)  
Counsel for William Stansbury

Gary R. Shendell, Esq.  
Kenneth S. Pollock, Esq.  
Matthew A. Tornincasa, Esq.  
Shendell & Pollock, P.L.  
2700 N. Military Trail, Suite 150  
Boca Raton, FL 33431  
(561) 241-2323 - Telephone  
(561) 241-2330 - Facsimile  
Email: [gary@shendellpollock.com](mailto:gary@shendellpollock.com)  
[ken@shendellpollock.com](mailto:ken@shendellpollock.com)  
[matt@shendellpollock.com](mailto:matt@shendellpollock.com)  
[estella@shendellpollock.com](mailto:estella@shendellpollock.com)  
[britt@shendellpollock.com](mailto:britt@shendellpollock.com)  
[grs@shendellpollock.com](mailto:grs@shendellpollock.com)  
[robyne@shendellpollock.com](mailto:robyne@shendellpollock.com)

Diana Lewis, Esq.  
ADA & Mediations Services, LLC  
2765 Tecumseh Drive  
West Palm Beach, FL 33409  
(561) 758-3017 - Telephone  
Email: [dzlewis@aol.com](mailto:dzlewis@aol.com)  
Guardian *Ad Litem* for  
Eliot Bernstein's minor children,  
Jo.B., Ja.B., and D.B.

Estate of Simon L. Bernstein

Case Number: 502012CP004391XXXXNBIH

November 28, 2016

Page 7

Jill Iantoni

2101 Magnolia Lane

Highland Park, IL 60035

[jilliantoni@gmail.com](mailto:jilliantoni@gmail.com)

Individually and as trustee for her children, and  
as natural guardian for J.I. a minor

Brian M. O'Connell, Esq.

Joielle A. Foglietta, Esq.

Ciklin Lubitz Martens & O'Connell

515 N. Flagler Dr., 20th Floor

West Palm Beach, FL 33401

561-832-5900 - Telephone

561-833-4209 - Facsimile

Email: [boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com);

[jfoglietta@ciklinlubitz.com](mailto:jfoglietta@ciklinlubitz.com);

[service@ciklinlubitz.com](mailto:service@ciklinlubitz.com);

[slobdell@ciklinlubitz.com](mailto:slobdell@ciklinlubitz.com)

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

CASE NO. 502012CP004391XXXXNB-IH  
Probate – Judge John L. Phillips

IN RE:

ESTATE OF SIMON L. BERNSTEIN.  
\_\_\_\_\_ /

**TRUSTEE'S OMNIBUS STATUS REPORT AND REQUEST  
FOR CASE MANAGEMENT CONFERENCE**

Ted S. Bernstein, as Successor Personal Representative of the Estate of Shirley Bernstein, as Successor Trustee of the Shirley Bernstein Trust, and as Successor Trustee of the Simon Bernstein Trust which is the residuary beneficiary of the Estate, files this Omnibus Case Status Report and Requests a Case Management Conference in all pending matters, in advance of the one-hour Status Conference set for Tuesday, September 15, 2015, at 9:30a.m.

**Introduction**

The overarching issue in these cases is Eliot Bernstein. He is not named as a beneficiary of anything; yet he alone has derailed these proceedings for more than two years and has harassed and attacked the prior judges, fiduciaries and their counsel. (See, by way of example only, Exhibit A) His demands have caused the former curator and now the PR to incur far in excess of \$100,000 in unnecessary fees, pursuing his agenda not their own. With regard to Judge Colin's final action before recusing himself, Eliot's delay of the Trust's sale of real estate is going on six months, and already his objections and "appeal" to the Florida Supreme Court have cost the Trust more than \$125,000. These sums are not insignificant in this case – these are relatively small trusts and estates which likely will have between \$1 million to \$2 million left to distribute in the end. Even less with every billable hour incurred, especially if things continue on their current path.



For reasons which will become apparent to the Court, although these matters should be fully concluded by now – Shirley died first, nearly five years ago, and Simon followed nearly three years ago – it feels like we still are closer to the starting line than the finish line. The sole reason for the lack of progress is their disinherited son, Eliot Bernstein.

If the Court were to appoint a guardian ad litem ("Guardian") for Eliot's three kids, who are beneficiaries of both trusts, everything else could be resolved quickly and easily between the remaining parties. Instead, while Eliot continues to turn the courtroom into his private circus and continues his online attacks, the limited assets in these estates and trusts continue to dwindle. This has been going on far too long, and now that this Court is overseeing these matters,<sup>1</sup> Eliot must be stopped before it is too late to salvage anything for the beneficiaries.

By way of brief background, in 2008, Simon and Shirley created their estate plan and executed mirror image documents. Their plan was simple and typical of a long-term marriage – the surviving spouse would receive everything for life, and the limited right to decide who to benefit when he or she died. The residuary of each Estate passed to a Revocable Trust. The surviving spouse was the sole successor trustee and beneficiary for life, and was granted a limited power of appointment. Simon, as the survivor, had the sole and absolute right to do whatever he pleased with his own assets, and also possessed a limited power to appoint the assets remaining in the Shirley Trust to any of Shirley's lineal descendant or their spouse.

---

<sup>1</sup> *In Re: Estate of Simon L. Bernstein, Case #502012CP004391XXXXNB;*  
*In Re: Estate of Shirley Bernstein, Case #502011CP000653XXXXNB;*  
*Eliot Bernstein, etc., et al. v. Theodore Stuart Bernstein, etc., et al.,*  
*Case #502015CP001162XXXXNB;*  
*Ted Bernstein, etc., et al. v. Alexandra Bernstein, et al.,*  
*Case #502014CP003698XXXXNB;*  
*Oppenheimer Trust Co. v. Eliot Bernstein, et al., Case #502014CP002815XXXXNB.*

When Shirley died, Simon was PR, successor Trustee, and sole beneficiary of her estate and trust. He apparently did as he pleased with her estate and her assets, and shared virtually no information about Shirley's assets or finances with any of his children. The Shirley Estate was opened in early 2011, and by early 2012 Simon wanted to close it. He had taken all of her assets, as was his right, and he requested that each of his children sign a waiver of accounting etc. to close the estate. It is undisputed that each child signed a Waiver – Eliot was the first to sign. Shirley's estate would have been closed long ago except Judge Colin required Waivers to be notarized and the six Waivers in this case (one by Simon and one by each of the five children) were not notarized. So the Waivers were rejected by the Court, and Simon had died before the last Waiver was signed. Rather than move the Court to overlook the notary requirement, someone in the office of Simon's counsel falsely traced the original signatures onto a new Waiver document and falsely put a notary stamp. The irony here is that while the Court had rejected all six of the original, *authentic* Waivers; the Court accepted the false ones and closed the Estate.<sup>2</sup>

Shirley had appointed her eldest child, Ted, to succeed Simon after his death. Soon thereafter, Eliot learned that his parents left behind only a small fortune – then estimated at less than \$4 million, to be split among ten grandchildren. Eliot had been expecting for himself a sizeable share of what he believed would be \$100 million; instead he got nothing and his children stood to inherit a tiny fraction of what Eliot expected and hoped for. After learning of his poor fortune, Eliot embarked on a mission to destroy everyone involved with this, starting with his father's lawyers and his older brother Ted, acting as a fiduciary appointed by his mother, and anyone else who stands in his way.

---

<sup>2</sup> The only persons to benefit from closing Shirley's estate were the beneficiaries. The lawyers whose employee falsely notarized the document stood to *gain nothing*, and stood only to lose legal fees to be earned administering and closing the estate. But they clearly and inexcusably erred.

The starting point for Eliot, beyond simply complaining that someone must have stolen the rest of his parents' \$100 million, was the notary of the Waiver form. Although Eliot signed the Waiver, he knew it had not been notarized, so he complained about this issue. The Shirley Estate was reopened; the Will specified that Ted Bernstein<sup>3</sup> be the successor PR; and Ted has been trying to re-close the estate ever since; so far with no luck.

Eliot now is the self-proclaimed detector of fraud and fabricated documents, and is crusading against what he perceives to be corruption in the court system. His circus will continue until either (i) the money runs out and all the professionals go home; or (ii) the Court stops him by appointing a guardian ad litem and requiring him to cease, desist, and remove the harassing internet nonsense about judges, PRs, Trustees and their lawyers.

Ted has tried to sell the Trust's real estate and distribute monies to the intended beneficiaries. He has been thwarted at every turn, and viciously attacked on the internet as well, solely by Eliot. Every aspect of this case is on display at <http://tedbernsteinreport.blogspot.com/> or <http://tedbernsteininsurance.blogspot.com/>, with Ted being accused of "massive fraud, forgery and alleged murder." Eliot leaves no one out of his trashing internet harassment, including Judge Colin. It is difficult to find any professional (lawyer or accountant) willing to submit to such abuse by agreeing to work on these matters. That appears to be Eliot's plan, which must be stopped.

---

<sup>3</sup> Ted is the oldest of Simon's and Shirley's five children; lives in Palm Beach County; worked essentially as equal partner with Simon in businesses from the early 2000s through Simon's death. The other family members are three daughters who live in Chicago. Since the death of his father in September, 2012, Ted has faithfully carried out his duties as Trustee. Ted is not a beneficiary of any of these trusts and estates, and stands to gain nothing personally. Indeed, none of the five children are beneficiaries, as all of their parents' wealth was left to ten grandchildren.



The Court may be wondering "Who is Eliot Bernstein?" and "Why is he doing this?" It is an important question, as Eliot is the proverbial elephant in this room. Eliot appears to be disillusioned and disappointed due to his apparent belief that he would inherit tens of millions when his parent's died, but in the end their fortune was modest and they left none of it to him: "[Eliot] . . . shall be deemed to have predeceased me as I have adequately provided for [him] during my lifetime."<sup>4</sup> Eliot now apparently is without income or assets, or at least claims to be in numerous indigency filings he makes with courts to avoid paying filing fees. But while his parents were alive he lived the life of Riley<sup>5</sup> – he lived and continues to live expense free in a home his parents bought and renovated for him; his parents paid him over \$100,000 annually in health insurance and living expenses<sup>6</sup>; and his parents while alive apparently paid more than \$75,000 per year to send Eliot's three boys to a Boca Raton private school.

Eliot, now flat-broke with no visible means of supporting himself, has decided to avenge the loss of his inheritance by punishing everyone associated with these trusts and estates, even suing his father's estate for Eliot's living expenses after his father died. He has been prolific in filing motions, complaints, responses and objections in these proceedings. The net result of his legal filings has

---

<sup>4</sup> Simon L. Bernstein Amended and Restated Trust Agreement dated 7/25/2012 at 6.

<sup>5</sup> "The expression, 'Living the life of Riley' suggests an ideal contented life, possibly living on someone else's money, time or work. Rather than a negative freeloading or golddigging aspect, it implies that someone is kept or advantaged." [en.wikipedia.org/wiki/The\\_Life\\_of\\_Riley](http://en.wikipedia.org/wiki/The_Life_of_Riley)

<sup>6</sup> Pursuant to a written contract entered on or about August 15, 2007, Simon and Shirley agreed to make advances to Eliot of a portion of his inheritance, in the amount of \$100,000 per year. As preconditions for this arrangement, Eliot could not "harass or threaten to sue or initiate litigation with anyone in the family at any time" and had to allow his parents the opportunity to visit their grandchildren at least four times a year. In June 2008, the parents also purchased a home for him in Boca Raton, titled in the name of an LLC, and encumbered by a \$365,000 second mortgage which is one of the largest assets in the estate.

been nothing but a loss for the grandchildren – after three years of him searching, there are no additional assets to be found. All of his considerable efforts simply have delayed the progress of the case and *dramatically* increased the expense in these modest trusts and estates.

For the past three years, Eliot has questioned and viciously challenged virtually every action taken by the fiduciaries, has continued to harass and threaten (including repeatedly threatening persons involved in this estate or end up in prison), and when none of that worked, has taken to the internet blogosphere to trash and tarnish the reputations of everyone involved. This is a tragedy of significant proportion to the ten grandchildren of Simon and Shirley Bernstein, the sole beneficiaries of their wealth. The fiduciaries and beneficiaries of Simon and Shirley Bernstein are trapped in Eliot's game, being played at no cost to him but at a very high price to the beneficiaries. Three of these ten grandchildren are Eliot's kids, but he acts as if he rather burn all of the remaining money than let his kids settle for 30% of what remains.

**Status of Significant Current and Pending Motions:**

SHIRLEY ESTATE:

Motion to Re-Close Estate  
Eliot's Objections to Estate Inventory and Accounting

SHIRLEY TRUST

Count II of Complaint to Determine Validity/Authenticity of Trusts and Wills  
Count I of Complaint for Construction of Trust  
Petition to Remove Ted S. Bernstein as Trustee  
Eliot's Counterclaim against numerous lawyers and others (currently stayed)  
Professional/Fiduciary Fees and Potential Claims vs. Former Counsel  
Distribute Assets to Beneficiaries of Trust  
Motion to Compel Trust Accounting

## SIMON ESTATE

Resolve claim of claimant, William Stansbury  
Resolve claim of claimant, Eliot Bernstein  
Resolve interpleader litigation in Illinois relating to Life Insurance  
Objections to Accounting and Potential Claims vs. Former PR/Counsel  
Discharge PR and Distribute Assets to Trust

## SIMON TRUST

Petition to Remove Ted S. Bernstein as Trustee  
Professional/Fiduciary Fees  
Distribute Assets to 10 Grandchildren as Beneficiaries of Trust

### Matters to be Filed if Needed

The above is a short list of items that could be accomplished quickly and easily if Eliot were not involved. Now is the time to appoint a Guardian. And, once there is a Guardian in place and up to speed, the Court can decide what else needs to be done to close the administration, while some funds still remain available. Left to Eliot's devices, the pursuit of his agenda and conspiracy theories will end only when the money runs out. The choice is very clear: Is Eliot or the court-appointed fiduciaries going to run this estate?<sup>7</sup> If there is a Guardian appointed, almost all of the above-listed "pending issues" can be avoided because a Guardian likely would be willing to mediate and likely settle the controversies given the amounts in dispute. Eliot has no interest in letting anything go or in negotiating, advising on several occasions that he does not negotiate with "terrorists."

Importantly, in addition to considering whether to appoint a Guardian as a suitable representative for Eliot's children, the Trustee believes the Court immediately should impose a

---

<sup>7</sup> In a related case, Oppenheimer moved for appointment of a Guardian. It is a compelling Motion. Judge Colin deferred. It is anticipated that some of the beneficiaries here will be filing a similar motion, as will the Trustee. Now, or at some point in near future, this Court needs to consider such an appointment, before it is too late.

confidentiality order on these proceedings to prevent further internet bombardment and harassment of professionals, fiduciaries, and this Court. This case involves minor grandchildren and young adult grandchildren *who are the sole beneficiaries of Simon and Shirley Bernstein* – there should be nothing on the internet about this private civil matter. And, if it is not stopped, a Guardian no doubt will become the next victim, as might this Court in the event it should ever rule against Eliot on a significant matter. Also, the beneficiaries believe that Eliot's threats are causing the successor PR, Brian O'Connell, to take steps which cause unnecessary expense, solely to appease Eliot.

For example, Eliot, who claims he cannot afford a lawyer, has engaged a systematic effort to make it difficult for Ted to retain professionals. Eliot somehow got the Clerk of the Court to add onto the docket sheet the word "Respondent" after the names of all lawyers in these cases. After doing that, Eliot advised that the undersigned is a party to the case and should hire his own lawyer and withdraw due to the conflict of interest. When the harassment did not work, he moved to disqualify counsel, which was heard and denied at an evidentiary hearing on July 11, 2014. Next, he filed a Counterclaim against the undersigned personally and professionally, and against my law firm for legal malpractice, even though he is not our client and has no standing to do so.<sup>8</sup> This was done not to assert a legitimate claim, but solely in an attempt to force our withdrawal. It seems that when a lawyer appears to take adverse positions to Eliot, Eliot demands that the lawyer cease representing the party and withdraw due to serious conflicts of interest:

[I] "remind you again that you and your client Ted are defendants who have been formally served process in related matters to these and your continued representation

---

<sup>8</sup> Judge Colin stayed Eliot's counterclaims and, eventually, entered an Order prohibiting Eliot from filing any paper without first sending it to the Court for review. For the sake of apparent fairness, the Court imposed the same requirement on all parties, that no new motions or claims be filed without first being submitted to Judge Colin for review.

without counsel appears to be conflicted and more"; "in your capacity as defendant . . . do you have counsel yet that I may contact"; "will you be representing yourself pro se"; "I have you served formally already as a partner in your firm and wondered as the firm is also sued if you have their counsel's name and yet will the partners, et al. be representing themselves or have individual counsel"; "please take a lesson from all of Ted's former counsel . . . and resign as his counsel in these continued frauds and frauds on the Courts (state and federal) for irreconcilable differences as they did, as it appears you are only compounding problems for yourself, the beneficiaries, the Courts and others."

In an e-mail Mr. Bernstein further advised the undersigned: "you were involved ground floor in the schemes and advancing me taking fraudulent distributions and more since . . . I will notify the Florida Bar in your ongoing complaint with their offices . . . and other state and federal authorities."

The attacks are most vicious against Ted Bernstein, who was left behind in charge of the business he and Simon started together, and who became the fiduciary under the terms of Shirley's will and trust. Anyone who "googles" Ted Bernstein hits blogs run by Eliot and his colleague. Insurance is a trust business; many of Ted's clients are law firms representing clients in estate and wealth planning. All one need do is Google the name Ted Bernstein and on the front page is the Ted Bernstein report (<http://tedbernsteinreport.blogspot.com/>), accusing Ted of "massive fraud and forgery."

Ted has tried to ignore the onslaught of Eliot's cyber attacks. Judge Colin was aware of them, but did not fully appreciate the magnitude or effectiveness of this information in harming Ted. Although Judge Colin too was a target of the attacks, as a sitting jurist not running a business built on trust relationships, he may not have appreciated the severity of these issues. Indeed, at a recent hearing, Judge Colin wondered who in the world would see any of this nonsense on the internet. What this Court needs to understand as we move forward is that, in this day and age, everyone about



to engage in a significant transaction "googles" the other side, and regardless of the fact that no one might randomly stumble on this false information, everyone who googles Ted Bernstein finds this nonsense almost instantly. It is having a very harmful and negative effect on Ted Bernstein's ability to conduct his business affairs, and destroyed any chance of trying to sustain the companies Ted and Simon started.

Before agreeing to serve in this case, there was no negative press on Ted or internet "blogs" tarnishing his reputation. No one who agrees to serve as a fiduciary should be forced to put up with any such attacks, nor to be pressured to deviate from the decedent's wishes by either giving in to Eliot's demands or resigning from this important duty. And, the only family member who opposes Ted serving is Eliot – the others simply want this administration process to conclude.

These attacks branch out to each new person who steps in Eliot's way, and are expected to shortly include Brian O'Connell, PR, once he too is forced to take action adverse to Eliot. Ted has had difficulty retaining an accountant to help in these estates, because no amount of fee is worth being attacked online or sued simply for performing professional services. Ted already has attempted to curtail these attacks, but now will be filing formal motions to appoint a guardian ad litem and to stop the internet harassment of professionals. The Court needs to be aware of this critical issue as the case moves forward, and we believe should address these issues first.

As a final point on the Shirley Bernstein Trust, this Court needs to be aware of what is occurring right now. When Ted became successor trustee after his father's death, there were two primary assets in the Trusts: (i) an oceanfront condo; and (ii) a single family residence which was his parents' homestead. The condo was sold in an arm's length sale, through a highly-reputable real estate broker. Eliot continues to threaten some litigation to clawback the property, and refused to

accept for his children the partial interim distribution the Trustee elected to make to each of the ten beneficiaries. In mid-March 2015, the Trustee finally obtained a contract to sell the remaining property, a single family home in a country club community. The house was on the market for over 1,000 days. The offer accepted was the first in excess of a million dollars and was by far the highest and best offer ever received for the property. The buyer wanted to pay \$1.1 million, all cash, and close quickly, because the country club equity membership fee was increasing by \$30,000. Because it is a large home in a country club, the monthly carrying costs are very high. Eliot objected to the sale, and Judge Colin agreed to delay the sale so Eliot could obtain an independent appraisal or provide competent evidence to support his claim that the house was being sold in a fire sale fashion. At the evidentiary hearing in May, Eliot produced no witnesses and no admissible evidence. Judge Colin entered a final order approving the sale on May 6, 2015, and the closing was set for June 10th. The delay between March 31st and June 10th cost the Trust at least \$75,000.

Eliot did not timely appeal the sale order, but on June 10, 2015, the date of the projected closing, filed a Petition for All Writs with the Florida Supreme Court. The transaction still cannot close until that Petition is resolved. To date, and despite the fact that he produced no evidence to support his assertion that the property was being sold too cheaply, and despite the fact that he is not a beneficiary of the trust, Eliot's obstinance and disregard has cost the Trust far more than \$125,000 and counting in actual cash lost due to extra sale expenses, carrying costs, repair costs, and the legal fees incurred solely to get a simple real estate transaction closed. And there remains no end in sight.

Despite the best efforts of the Trustee and counsel, the need to react to Eliot has been driving this case, dictating its pace and dictating which issues get heard, to the exclusion of all of the other beneficiaries and their best interests. There are two simple but significant issues which must be

addressed before we can make any progress in the Shirley Bernstein side of the equation. First, the Court must consider how to re-close Shirley's Estate which has no assets. (There are prior Waivers signed by all potential beneficiaries, including Eliot Bernstein, and in the past five-plus years, nothing new has been found.) In particular, because Simon outlived Shirley and was thus alive at the time of her bequests to him, Eliot is not a beneficiary of Shirley's estate. The belts and suspenders of getting a waiver from him, which he admittedly signed, should not overshadow the fact that the empty estate simply should be closed.

Second, because Eliot alone contests Simon's exercise of his power of appointment over the funds in the Shirley Bernstein Trust, and unless the matter can be resolved with a rational Guardian for Eliot's kids, some Trust Construction Action is needed. That action has been filed, as a one-count Complaint, and names as defendants all 14 potential beneficiaries. Eliot Bernstein is named solely because he is a potential beneficiary and is the parent and natural guardian of three of the other potential beneficiaries. This is not a personal attack on him; it simply is a legal issue which needs to be resolved by the Court through a trial. The trial affects everyone, not simply Eliot Bernstein. Those two issues must be resolved, and once they are, the Shirley Bernstein Trust can begin the process of final wind down and distribution once the remaining assets are liquidated. Those two things must happen and without them we will go nowhere, other than continuing to burn money fulfilling the visions, delusions and fantasies of Eliot Bernstein.

## Conclusion

There is not enough room in this filing nor would one expect this Court to have the patience to learn the entire tragedy. The purpose of this summary is to focus the Court on where we started, and where we have been for the past three years. The Court must decide where we need to go to from here to close the administration of these estates and trusts, and distribute what little wealth will remain to Simon and Shirley's grandchildren. There is documentary evidence and testimony of witnesses with competent and relevant evidence to support the assertions set forth herein. In stark contrast, almost four years after Simon's death there are no documents, evidence or credible testimony to support the assertions of Eliot Bernstein. Eliot might be smart and clever, and skilled in maneuvering through the court systems. One would have to at least have some experience litigating to file papers as lengthy and often as he does. It is unclear if this is real or a game to him,<sup>9</sup> but what is absolutely clear is: **Eliot will not inherit any money, and his kids will not inherit enough to sustain his lifestyle.**

Although very sad, what is important here is that the Court put an end to Eliot's involvement in this case and order him to remove all of the blogs he and Crystal Cox have created that refer to these matters or the judiciary, fiduciaries or professionals involved. Eliot lacks standing because he is not a beneficiary of either Simon's or Shirley's trusts. He has demonstrated no desire to serve the best interest of his children. Now is the time for the Court to take back control from Eliot.

---

<sup>9</sup> Through nearly three years of litigation here, Eliot has been given the benefit of the doubt many times, and it remains unclear how much of what he files he actually believes. For example, Eliot has asserted in recent court filings: his minivan was car bombed; his father was murdered; and he needs to be placed into the federal witness protection program as a whistle blower who has been exposing judicial corruption throughout the land. He has demanded emergency loans, despite the fact that he has turned down several distributions the Trustee tried to make for his kids' benefit.

**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;  U.S. Mail;  E-mail Electronic Transmission;  FedEx;  Hand Delivery this 14th day of September, 2015.

MRACHEK, FITZGERALD, ROSE, KONOPKA,  
THOMAS & WEISS, P.A.  
505 South Flagler Drive, Suite 600  
West Palm Beach, FL 33401  
(561) 655-2250 Telephone / (561) 655-5537 Facsimile  
Email: [arose@mrachek-law.com](mailto:arose@mrachek-law.com)  
Secondary: [mchandler@mrachek-law.com](mailto:mchandler@mrachek-law.com)  
Attorneys for Ted S. Bernstein, as Successor Personal  
Representative

By: /s/ Alan B. Rose  
Alan B. Rose (Fla. Bar No. 961825)



**SERVICE LIST - Case No. 502011CP000653XXXXNBIJ**

Eliot Bernstein, individually  
and Eliot and Candice Bernstein,  
as Parents and Natural Guardians of  
D.B., Ja. B. and Jo. B, Minors  
2753 NW 34th Street  
Boca Raton, FL 33434  
(561) 245-8588 - Telephone  
(561) 886-7628 - Cell  
(561) 245-8644 - Facsimile  
Email: Eliot I. Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))

John P. Morrissey, Esq.  
330 Clematis Street, Suite 213  
West Palm Beach, FL 33401  
(561) 833-0766 - Telephone  
(561) 833-0867 - Facsimile  
Email: John P. Morrissey  
([john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com))  
Counsel for Molly Simon, Alexandra Bernstein,  
Eric Bernstein, Michael Bernstein

Lisa Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035  
[lisa@friedsteins.com](mailto:lisa@friedsteins.com)  
Individually and as trustee for her children, and  
as natural guardian for M.F. and C.F., Minors

Jill Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035  
[jilliantoni@gmail.com](mailto:jilliantoni@gmail.com)  
Individually and as trustee for her children, and  
as natural guardian for J.I. a minor

Peter M. Feaman, Esq.  
Peter M. Feaman, P.A.  
3695 West Boynton Beach Blvd., Suite 9  
Boynton Beach, FL 33436  
(561) 734-5552 - Telephone  
(561) 734-5554 - Facsimile  
Email: [pfeaman@feamanlaw.com](mailto:pfeaman@feamanlaw.com);  
[service@feamanlaw.com](mailto:service@feamanlaw.com);  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)  
Counsel for William Stansbury

Robert Spallina, Esq.  
Donald Tescher, Esq.  
Tescher & Spallina  
925 South Federal Hwy., Suite 500  
Boca Raton, Florida 33432  
[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)  
[dtescher@tescherspallina.com](mailto:dtescher@tescherspallina.com)

Pam Simon  
Pam Simon <[psimon@stpcorp.com](mailto:psimon@stpcorp.com)>

## **Exhibit A**

# Florida Probate Fraud, Forgery and Corruption; Simon Berns Estate Case

Florida Estate and Probate Case, Forgery, and Alleged Murder, blog written upon information, knowledge and belief of Crystal L. Co Blogger.

Alan Rose	7020 Lions Head Lane Boca Raton	Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court
Shirley Bernstein Estate Docket	Simon Bernstein Estate Docket	7020 Lions Head Lane Boca Raton	Shirley Bernstein
Tescher, Spallina, Ted Bernstein, Proskauer Rose MAJOR Technology Theft Case	Judge David E. French	Robert Spallina	Mark Manceri
Tescher and Spallina Law Firm	Mark Manceri	Petition to Freeze Estate Assets	Estate Fraud Docket
Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca	Ted Bernstein Fraud
		Insurance Proceed Scheme	Donald Tescher

Sunday, August 2, 2015

## Why is Judge Martin Colin Still on the Bench with as much as the Department of Justice and the FBI clearly knows about him?

YEARS and YEARS of Corruption and Judge Martin Colin continues to Dish it out, WHY?

"Anonymous said...

The JQC does nothing! We have a corrupt sick Judge in Palm Beach County MARTIN COLIN. He abused his step son, had attys rep his now Betsy savitt and did NOT disclose any conflicts. ROOT, HANDLER, KARTAGENA appaer before him. READ THE BAEZ DECISION 4th DCA. JQC WAKE UP!!

August 3, 2008 at 11:26 AM

Anonymous said...

I agree Judge Martin Colin must be REMOVED. He is corrupt! Colin is a case fixer! Ignores the 4th DCA in BAEZ....

THE JQC SHOULD REMOVE COLIN NOW!!!

October 7, 2008 at 6:40 PM

Anonymous said...

CORRUPTION IS RAMPANT IN PALM BEACH COUNTY.... WINNET AND COLIN ARE SICK EVIL CORRUPT JUDGES AND SHOULD BE JAILED.. MARTIN COLIN IS A CRIMINAL....

THE FEDS ARE HOT ON THE ROBES OF COLIN..... AND HIS BOCA RATON BUDDIE HENRY HANDLER AND THE BOYS.. SCHUTZ, ROOT, JETTE...

CMON FEDS -- DO YOUR JOB!!!

October 16, 2008 at 8:54 AM

Anonymous said...

THE JQC is a "JOKE" The protect these corrupt Judges... Brooke Kennerly should be removed... Gov. Crist does NOT a clue and looks the other way.... Just Look at Palm Beach County judge Martin Colin, a corrupt judge....

October 25, 2008 at 10:32 AM

Anonymous said...

Serial CORRUPT JUDGE MARTIN COLIN has be sent to the CIVIL Court - Judge Kroll removed Colin from the FAMILY COURT.

JUST THE START - HENRY HANDLER & CAROL A. KARTAGENER soon to be charged by the Florida Bar for many ETHICAL VIOLATIONS and other crimes.

Its about time, KARTAGENER was CAUGHT making perjurious statements to Judges Burton, Colin & Crow. One lie after another. KARTAGENER IS A HABITUAL & PATHOLICIAL LIAR!!!! A sick a demented evil lady ---- Lacking Skills....

December 30, 2008 at 1:46 PM

To Read this WHOLE BLOG posts on the bottom right page. Don't let this Florida Insurance FRAUD and Forg YOU.

### Posts

Alan B. Rose of Page Mr Fitzgerald & Rose LI...

Eliot Bernstein Ivie Interview Dick Wo...

Alexandra aka Monica in Bernstein

Alan B. Rose is MADD as he ain't goin...

Hey Lindsay, you may w the ol' digital...

Alan B. Rose of Page Mr Fitzgerald & Rose Ge...

UNITED STATES DISTRICT SOUTHERN DISTRICT OF

You know that Mark Tw: "Truth is stranger...

John Pankauski, Pankau Alan B. Rose, ...

Who does Alan B. Rose ( Mrachek, Fitzgerald ...

Don Sanders, Jackson N seems to have m...

Oh and you Spineless, C Lawless, Free Spee...

Burke, Warren, Mackay i Taking a Look

Alan B. Rose of Page Mr Fitzgerald & Rose se...

Folks, Alan Rose is a MA Hypocrite. ...

Alan B. Rose, Esq. seem suppressing speech...

Eliot Bernstein and ivie

Isn't Armonk, New York Lamont's neck of th...

Don Sanders, assistant \ National Life ...

Life Reassurance Corp. Bankers Life Insu...

Judge Amy J. St. Eve is Davis Polk & W...

Anonymous said...  
THE "FEDS" WERE AT THE OFFICES OF WEISS & HANDLER....

JUSTICE SOON!!!!"


Source

<http://fraudonthecourt.blogspot.com/2008/07/july-11-2008-certified-mail-return.html>

More on Judge Martin Colin's Reign of Corruptin

<http://judgemartincolin.blogspot.com/>

Posted by Crystal L. Cox at 11:31 AM No comments:

 Recommend this on Google

## Judge Martin Colin Gets CAUGHT over and over protecting Florida Corruption and Florida Probate Attorneys. Why are those attorneys still licensed and why is Judge Martin Colin still on the Bench BREAKING THE LAW and Violating Constitutional Rights?

SERIOUS Abuse of Power, Violations of Ethics, Aiding and Abetting Corruption, Protecting Attorneys and Violating the rights of Florida Citizens.

Judge Martin Colin has been CAUGHT and yet is still ruining lives with BOGUS, Lawless, Fraud on the Court Rulings.

Hey remember when Judge Martin Colin wanted the Millions in Heritage Life / Jackson National insurance money moved from Illinois Courts to his tiny lawless court. MILLIONS in life insurance in regard to a man that the Palm County Sheriff Office is SUPPOSED to be investigating the Murder of???

Corruption in FLORIDA is very Bad. And Judge Martin Colin seems to be in charge of protecting the most lawless schemes in Florida and aiding HUGE RICH law firms such as Tescher and Spallina and Alan Rose / Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.

Judge Martin Colin has no issue with the deceased signing documents, nor attorneys forging documents, and has no respect for the law, rights or children, judicial cannons or well, anyone that is not possibly bribing him or giving him some other motive to BREAK THE LAW and Ruin Lives.

So why is the Palm County Sheriff NOT looking into murder allegations, forgery, fraud and more in the Simon Bernstein Estate Case? Well I suppose its because they are seriously CORRUPT. And Judge Colin seems to be their buddy.

The PBSO has NO Respect for CIVIL Rights or the Law PERIOD.

Check this Out:

"FBI Raid on PBSO: Deputies Routinely Violate Civil Rights of Minorities!

WEST PALM BEACH — This week's FBI activity at the Palm Beach County Sheriff's Office came after a push by Guatemalan-Maya Center lawyer Jack Scarola for the U. S. Department of Justice to investigate what he claims is the unfair treatment of minorities by sheriff's deputies.

Jack Scarola

Guatemalan-Maya Center lawyer Jack Scarola (via Facebook)

It's another Gossip Extra exclusive: Last month, Scarola wrote a lengthy letter to U. S. Attorney General Eric Holder that outlined a series of PBSO shootings and incidents of brutality against minorities, mostly Hispanics.

The letter also blasted Sheriff Ric Bradshaw's handling of such incidents, including the agency's "growing militarization" and the sheriff's message in television appearances that minority neighborhoods are akin to "war zones."

And to make sure that Holder got the message that PBSO's handling of such incidents didn't pass muster, Scarola forwarded his missive to members of the local delegation to the U.S. Congress, including U.S. Reps. Patrick Murphy, Alcee Hastings and Lois Frankel.

When asked if his effort caused Monday's arrival of the feds at PBSO headquarters on Gun Club Road, Scarola said: "There have been stranger coincidences."

"I'm not surprised," the high-profile lawyer said. "And I am pleased they're acting as requested. I contacted various government officials about this problem and I'm just pleased someone's taking action."

Cedarhurst, New York

WOW, a full days wages National Empl...

Pam and Ted CUT out of they seem to be...

Whatch all worried about Fines, Judgement...

Not Getting Much Work ya? I sure ho...

303 East Wacker Drive S Chicago Illinois

STP Enterprises, Inc. - F

Jackson National Life Di Registere...

So Where Does Christop Ex Proskauer...

Carol Ann Kindred at He Life Insurance...

Heritage Union Life Inst is well awar...

So, who at Jackson Natl palms, all ...

So is Pamela Simon the i in all this?...

Jackson National Life In Company has HUGE L...

oh and Don't Forget the CONDO and how...

More on Michael A. Well National Life Co...

Looks to me like Jackso Little SPOO...

So Funny, that Heritage Insurance Compa...

Heritage Union Life Inst is well awar...

Ted Bernstein



Life Insurance Concepts

### Blog Posts

Is Google Really the Best Conduct a Fraud, ...

Welcome Back, How is t Investigation Goi...

Order for Discharge and Counsel Tesc...

Morgan Stanley Group N Tescher & Spalli...

Judge Martin Colin seen the Right Thi...

Why is Ted Bernstein NC to this Story? ...

Motion to Halt Hat Trick Believe this is ...

Hmmm.. Friend or Foe?

Scarola said the riots in Ferguson, Missouri, that followed the shooting death of a black man by a white police officer have placed a renewed emphasis on the use of lethal force by police on minorities.

But, Scarola says, the FBI's apparent investigation into PBSO is independent of what's happening near St. Louis.

"I believe that I wrote a persuasive letter," Scarola said.

Gossip Extra broke the story last night: FBI agents were spotted at PBSO Monday to seize files pertaining to deputy-involved shootings and complaints.

Among the documents taken by the G Men were files about the public's complaints against Lake Worth deputy Russell Brinson.

Minority leaders in Lake Worth have been asking that Brinson be fired after they found out he had a long string of use-of-force incidents, and most of them involving minorities.

Instead, the 40-year-old Brinson was re-assigned to Palm Beach International Airport security.

In his letter, Scarola mentioned one Brinson incident in which a Hispanic immigrant who tried to report a crime to Brinson was allegedly beaten down.

Scarola also reminded Holder of the principles of modern policing, including that the cooperation of the public with police is inversely proportional to police's use of physical force.

There is, Scarola's letter reads, a growing perception in Palm Beach County that (deputies) "are too quick to resort to the use of force — even deadly force — particularly when confronting members of the civilian population whose racial and ethnic appearance differs from their own."

Source

<http://www.gossipextra.com/2014/11/26/fbi-raid-palm-beach-county-sheriff-civil-rights-violations-4196/>

The Florida / Palm Beach County Sheriff DOES NOTHING to help solve murder cases, jewelry and real estate theft, massive attorney fraud, corruption and collusion in the Simon Bernstein Case. And Judge Martin Colin seems to be assisted by Palm County to violate the rights of the poor, minorities or anyone that Judge Colin does not WANT to be on top of the PILE. Maybe it's about who pays him the most. As I allege that Judge Martin Colin has taken bribes from Tescher and Spallina and possible Ted Bernstein's legal team including Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Florida.

"What will the FEDS do — They should start with SA Dave Aronberg & Alan Johnson — i.e., their relationship with the crooks at Weiss Handler & Cornwell, P.A. Fraud case fixing fraudulent documents Civil theft and legal Malpractice.

Legal Assistants sleeping with certain wealthy clients and be billed as well.. Handler is operating a brothel for his clients.


Handler creates fraudulent and back dates legal DOCS. Does Handler BILL his client for his legal assistant to sleep with clients.... Mostly, yes, before Judge Martin Colin in South County.

Colin is on the handler "PAYROLL" FBI SAC Piro you have your work cut out for you.. Henry Handler and Howard Weiss should be indicted and jailed.... BTW Jack Scarola is well aware of Weiss Handler... Jack, perhaps you should write a letter to DOJ regarding WEISS HANDLER. This is CORRUPTION COUNTY!!!! As Judge Kastranakes!!!! He indicted most of em..."

Source

<http://www.gossipextra.com/2014/11/26/fbi-raid-palm-beach-county-sheriff-civil-rights-violations-4196/>

Posted by Crystal L. Cox at 11:23 AM No comments:

 Recommend this on Google

Saturday, August 1, 2015

## WOW Judge Martin Colin protecting Corruption?? no say it ain't so... - and WOW the Palm County Sheriff Office involved?? Hmmm

"November 27, 2014 at 9:24 am

What will the FEDS do — They should start with SA Dave Aronberg & Alan Johnson — i.e., their relationship with the crooks at Weiss Handler & Cornwell, P.A. Fraud case fixing fraudulent documents Civil theft and legal Malpractice. Legal Assistants sleeping with certain wealthy clients and be billed as well.. Handler is operating a brothel for his clients.

Alan B. Rose, Mrachek, I Rose, Konopka &...

Hello Marc Randazza, W PARTY, Hope yo...

Alan Rose Wants the Fir to Be Set Asid...

Hey Liars, Thugs, Thieve Murdering, Gre...

Hey Alan B. Rose, Mrach Rose, Konop...

Judge Martin Colin has a protecting the...

I keep waiting for Judge punish, o...

Whatch hiding FROM Bo

Hey Flushing New York . Raymond or possib...

Objection to Motion to Personal Repres...

Objection to Motion to Personal Repres...

I am getting me some "E that somethin...

Why is Heritage Union L Company Filin...

"Criminal Action through Simulated Legal Pr...

Letter to Judge Martin Opposition to Ted...

What is Going on with J about not ...

Motion for Appointment Administrator...

Ted Petition for Appoin Successor Personal...

Alan Rose Esq., John J. Pankauski Law F...

Chicago Insurance and C Litigation Law Fi...

Morgan Stanley Group, J and Tescher & ...

Wow, the Fraud Sure Se Piling Up. Is Ted ...

Full Docket Of Heritage Insurance Case ...

Heritage Lawsuit Illinois Response Regar...

Reported as a Murder, y checked is medic...

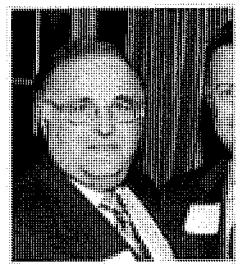
"The Document in Ques the Inheritance ...

Looks like the Tescher & Bemstein F...

Ted Bernstein, Tescher and Sp

• Florida Estate Forgery, F DOCKET

Donald Tescher on Left





- Florida Estate Forgery, F DOCKET

Blog Archive

- ▼ 2015 (116)
  - ▼ August (3)
    - Why is Judge Martin the Bench with ...
    - Judge Martin Colin G over and over prot
    - WOW Judge Martin G Corruption?? no ...
  - July (1)
  - June (4)
  - May (22)
  - April (63)
  - March (8)
  - February (7)
  - January (8)
- 2014 (248)
- 2013 (31)


Handler creates fraudulent and back dates legal DOCS. Does Handler BILL his client for his legal assistant to sleep with clients.... Mostly, yes, before Judge Martin Colin in South County.

Colin is on the handler "PAYROLL" FBI SAC Piro you have your work cut out for you.. Henry Handler and Howard Weiss should be indicted and jailed.... BTW Jack Scarola is well aware of Weiss Handler... Jack, perhaps you should write a letter to DOJ regarding WEISS HANDLER. This is CORRUPTION COUNTY!!!! As Judge Kastanakes!!!! He indicted most of em..."

Source

<http://www.gossipextra.com/2014/11/26/fbi-raid-palm-beach-county-sheriff-civil-rights-violations-4196/>

Posted by Crystal L. Cox at 8:04 PM No comments:

 Recommend this on Google

Monday, July 20, 2015

## Is Detective Andrew Panzer Investigating this fraud, forgery, theft and possible murder case or NOT?

Detective Andrew Panzer Letter from Eliot Bernstein January 2015


<https://drive.google.com/file/d/0Bzn2NurXrSkiMHNpa29Zc2VmbEU/view>

Why has Detect Andrew Panzer not arrested anyone? The FACTS sure look pretty clear. Why are these lawyers still creating victims and even still in business? The Palm County Sheriff has known for years and yet all these same players / attorneys are still in business and harming more people.

Below is lot's of details, in this Florida Supreme Court Filing

<https://drive.google.com/file/d/0Bzn2NurXrSkiZFdpU3F3WjZQWnM/view?usp=sharing>

Posted by Crystal L. Cox at 5:09 PM No comments:

 Recommend this on Google

Monday, June 29, 2015

**Why has the Palm County Sheriff office NOT arrested Robert Spallina and Donald Tescher? Why is Palm Beach County Sheriff's Office protecting Robert Spallina and Donald Tescher even in the face of admitted crimes. Has the PBSO Office been paid off or threatened? Has Andrew Panzer personally been paid off or threatened? Are these admitted crimes legal in Palm Beach County ? With detectives like Andrew Panzer it is easy to see where there is so much probate crime in Palm Beach County Florida.**

The Simon Bernstein Estate Case and the Shirley Bernstein Estate Case out of Boca Raton Florida is still going on, three years later. Judges are not ruling per law, Detectives are looking the other way and high finance crimes are RAMPANT.

Below is an email yet AGAIN from Eliot Bernstein to Palm Beach County Sheriff's Office, Detective Andrew Panzer, who seems to have no interest in protecting the victims of crimes in Palm Beach county Florida.

"From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]

Sent: Monday, June 29, 2015 5:58 AM

To: Detective Andrew Panzer @ Palm Beach County Sheriff (PanzerA@pbso.org); Captain Carol Gregg @ Palm Beach County Sheriff (greggc@pbso.org)

Subject: Bernstein Cases - RE: CASES NO: 13097087 MORAN FORGERY AND FRAUDULENT NOTARIZATION; 13159967 JEWELRY THEFT, 14029489 TESCHER AND SPALLINA ET AL. SUPPLEMENTAL, 12121312 ALLEGED MURDER OF SIMON BERNSTEIN

Detective Panzer,

After our last several calls it is apparent that the PBSO investigations into the Bernstein case matters has been derailed, stymied and delayed and that instead of investigating these ongoing crimes you have begun doing research on my federal RICO filed and who I copy on emails to you as if this were more important than the crimes reported to your agency.

I am not sure why it matters to you at all why I copied Judge Scheindlin on these matters, especially where there are growing correlations between these new crimes committed to my prior RICO filed and those defendants.

BATES NO. EIB 001262  
02/27/2017

# Ted Bernstein Insurance

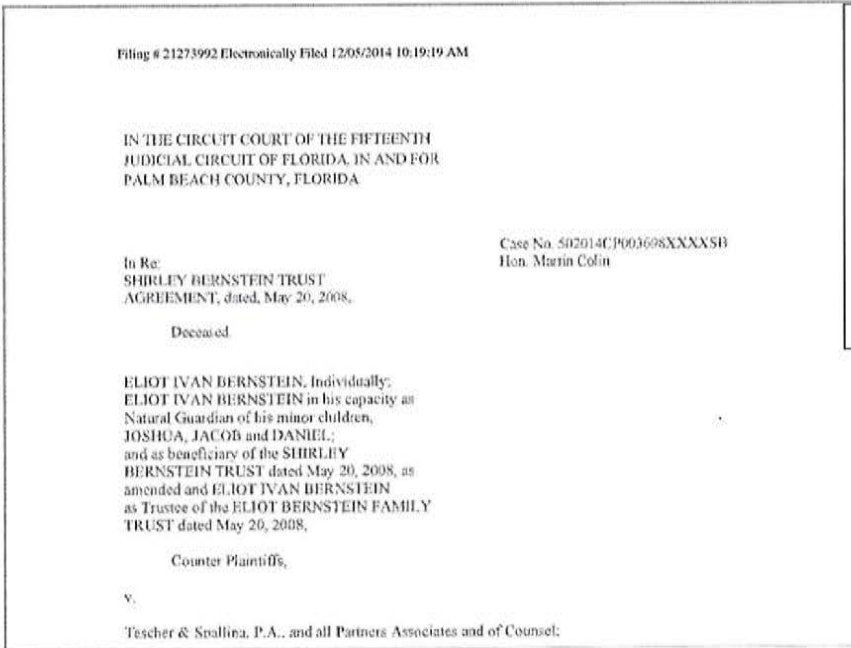
written upon knowledge and belief of Crystal L. Cox

Friday, December 5, 2014

Petition to Remove Ted Bernstein and attorney Alan Rose along with him in Florida Estate Case riddled with fraud, alleged murder, forgery, bullying, abuse of court documents, dead guys signing legal documents and more.

Blog Archive

- ▼ 2014 (4)
  - ▼ December (1)
    - Petition to Remove Ted Bernste attorney Alan...
  - May (2)
  - January (1)
- 2013 (5)



Click Below to Read the Petition to Remove Ted Bernstein  
<https://docs.google.com/file/d/0Bzn2NurXr5kiSEd2OGVqRmRxeUU/edit>

More documents and information at  
<http://tedbernsteinreport.blogspot.com/>

Posted by Crystal L. Cox at 12:13 PM No comments: [G+1](#) Recommend this on Google

Friday, May 23, 2014

Ted Bernstein, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski and the case of Florida estate fraud, forgery and fraudulent documents. Ted Bernstein is HOPPING mad and wants access to EVERYTHING, Everywhere or ELSE you all are FIRED. See, if you will not aid and abet Ted Bernstein of Life Insurance Concepts, well then what's the use in him paying ya???

Ted Bernstein, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski - John J. Pankauski - Pankauski Law Firm PLLC sure seem to be up to NO GOOD.

Ted Bernstein, Life Insurance Concepts, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski - John J. Pankauski - Pankauski Law Firm PLLC sure seem to be up to NO GOOD.

Ted Bernstein, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski like to operate in the dark. The thing is God / Goddess, the Great Spirit has a way of bringing the dark to the light, in support of the "good guy" and of doing the **BATES** NO. EIB 001263 02/27/2017

Poor Baby TEDDY does not want to spend another dime on attorneys who will not cover up his corruption, aid and abet him or defend his rights to break the law.

Below is an eMails that seems to suggest "Foul Play" and lawless, over the top aggressive, you be the judge. And also read this entire blog, and I would say that FLORIDA is not the best place to actually have your wishes carried out when you die. Especially not with this gang of seemingly corrupt THUGS.

oH and Ted Bernstein accusing Crystal Cox, me, of Extortion, but no BALLS to file a police report, what? If I have extorted your whiny, corrupt ASS then file a police report, ya spineless coward.

God / Goddess works in mysterious ways and this eMail is one of those ways in which the LIGHT is coming in and God is working for the Greater Good.

Thank You God <takes a bow> <hands firmly pressed>

\*

"Alan - I want Eliot's deposition scheduled as soon as you can notice him. We can discuss the strategy once he is served. I want to go through each claim with you and/or John to determine the legal necessity to respond. If any reply is necessary, the record must be straight with respect to each.

This is a rambling, filled with contradictions that need to be exposed for what they are. If John does not want to tangle with Eliot, remove John immediately. I am sorry to be this blunt, but I do not want to address the John issue again.

If he is not 100% in support of me as trustee, including how I have protected myself with trust assets and will continue doing so as necessary, and being aggressive and forceful, if need be, with eliot, remove him as counsel.

I do not want to spend another unnecessary dollar with counsel that is not going to zealously defend me as trustee and protect trust assets.

I cannot be more decisive re this and I say this with no animosity - simply for efficiency sake and my best interest.

Eliot is in default of production. Let's serve notice on him that he is in default.

I want Eliot to produce everything he has with respect to these cases, including:

Documents he refers to having that provide trusts for him and/or his children.

Agreements he has signed with my father and mother, together or separately.

All correspondence between him and my parents, together or separately concerning anything he has referenced in his ramblings through this one.

Anything and everything pertaining to iviewit, including his harassment of Jerry Lewin, Al Gortz of Proskauer and their firms.

I want court proceedings, lawsuits, all correspondence to him and from him including paper and electronic, including video tapes and electronic interviews.

History of incidents at st. Andrews school.

All correspondence with bill Stansbury. Everything related to Feaman / Stansbury

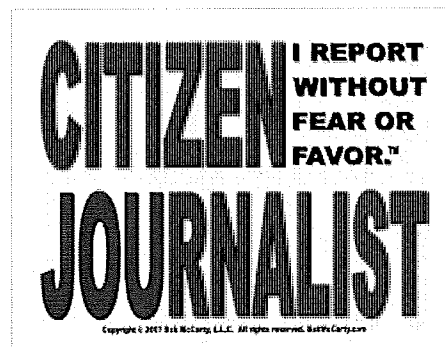
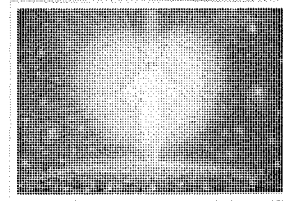
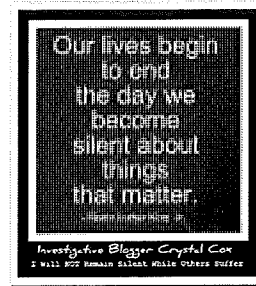
All bank accounts, credit cards, sources of income, loans and gifts.

All correspondence with anyone he has shared estate details.

All correspondence of every type with: walker, puzzio, SAHM, Diana banks, Scott banks, NACLERIO, Dietz, Gefen and every person on his email distribution list. If he doesn't comply, I want all of them deposed.

Everything in which he has mentioned my name including emails, phone calls, letters, complaints to whatever agencies he has made complaints including police, federal, state, regulatory.

Everything and anything he is doing that we are not yet aware of such as online web site attacks.



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

Probate Division  
Case No.: 502014CP003698XXXXSB

TED BERNSTEIN, as Trustee  
of the Shirley Bernstein Trust Agreement  
dated May 20, 2008, as amended,

Plaintiff,

**ELIOT I. BERNSTEIN'S OPPOSITION  
TO IMPROPER HEARING CALLED  
UP BY TRUSTEE TED BERNSTEIN  
AND COUNSEL ALAN ROSE**

v.

ALEXANDRA BERNSTEIN; et al.,

Defendants.

---

**COMES NOW** Eliot I. Bernstein, being duly sworn who hereby deposes and says under oath and penalties of perjury in filing this Opposition to an improper hearing called up by Trustee Ted Bernstein and Alan Rose and says as follows:

1. I file this opposition to the improperly noticed Hearing filed by Florida licensed attorney Alan Rose on behalf of the alleged Trustee Ted Bernstein and move to Strike the Hearing from the Calendar and move that attorney Rose be sanctioned accordingly.
2. Attorney Alan Rose and alleged Trustee Ted Bernstein had actual knowledge of my filing of a Notice of Unavailability throughout the month of January and have now called up their second Motion for a Hearing disregarding said Notice and in this instance not even providing 2 days Notice while failing to call the motion or Notice an Emergency. See,

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151223%20Notice%20of%20Unavailability%20Eliot%20Bernstein%2036989%20case%20ECF%20STAMPED%20COP Y.pdf>

3. The motion should be struck from the Calendar or at minimum rescheduled.

4. These actions are even more egregious as the Notice for the Hearing on Jan. 7, 2016 was not even filed by Alan Rose until after regular business hours on Jan. 5th, 2016 being filed after 5 pm despite the fact that Alan Rose and Ted Bernstein were both on a phone Conference Call / Meeting earlier in the day which included my attorney Candice Schwager of Texas who is seeking Pro Hac Vice admission and previously sought a continuance of the alleged validity Trial of Dec. 15, 2015, yet Alan Rose at no time mentioned any issue of emergency nature involving minor children to attorney Schwager either before, during or after this phone Meeting just yesterday.
5. Attorney Alan Rose not only never contacted my attorney Candice Schwager who he was on the phone with just yesterday, Jan. 5, 2016, but he also never contacted me in the scheduling of this matter.
6. I have already had to reschedule medical/dental related appointments due to Alan Rose's actions this New Year, I am currently on prescription medication since January 02, 2016, including painkillers and muscle relaxers and am not fit to attend hearings, which is part of the reason for my unavailability this month. This scheduling and notice is improper and further harassment and this is not the first time Alan Rose has deployed these tactics as the record for the cases reflects.
7. This is nothing but more of the same "sharp practices" and legal process abuses that Alan Rose and Trustee Ted Bernstein have perpetuated throughout the litigation.
8. Florida Licensed attorney ( presently ) Alan Rose and his client Ted Bernstein fail to point out to this Court their continuing Conflicts of Interest since both Alan Rose and Ted Bernstein have actively worked Against the Interests of the "grandchildren" to Shirley and



Simon Bernstein by trying to block \$1.7 in Life Insurance proceeds from coming into the Estate.

9. Both attorney Alan Rose and Ted Bernstein have been involved in actions which directly were contrary to the best interests of minor children by refusing to agree to a Continuance of the validity trial in Dec. 2015 even for 30 days so my minor children could have Counsel by Candice Schwager, Esq. and yet now try to claim to come to this court for the welfare of minor children. See,

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf>

and

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf>

10. Ted Bernstein and Alan Rose have articulated no adequate basis to impose a Gag order.

11. In fact according to the Email Letter sent by attorney Schwager today to Alan Rose (see

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Schwager%20Letter%20to%20Alan%20Rose%20to%20Cancel%20Hearings.pdf> ) to seek his voluntary withdrawal

of this Hearing, even one of the cases cited by Alan Rose actually has the District Court of Appeals reversing a Trial Court's Order closing a Trial from the public: "The orders of the trial court sealing the file and closing the proceedings are REVERSED. The public shall be permitted access to the court file and the transcript or reporter's notes of any proceedings in the trial court. ERVIN, J., concurs. NIMMONS, J., concurs, with written opinion."

<https://casetext.com/case/florida-freedom-newspapers-v-sirmons>

12. There was minimal if virtually any naming of the “grandchildren” and/or “minor children” in the Trial in any event and I should have every right to inspect and have my own copy of the Transcript and this appears to be nothing more than the bully sharp practices of Alan Rose and Ted Bernstein in trying to deny due process and access to the courts and the ability to seek proper appeal, collateral attack and other motions concerning the trial.
13. As attorney Schwager pointed out in her letter, “Thus, it truly appears that your motion is more of a “smoke-screen” and “sharp practices” which are more designed to further delay, obstruct and hinder the due process rights of Eliot Bernstein and his minor children and perhaps others in the truth seeking processes by this motion which must be withdrawn.”
14. In one breathe, Alan Rose and Ted Bernstein rush to push a validity Trial through that had been requested years before by Plaintiff Eliot and do so in a manner to Deny Counsel to Minor Children but now that the hour of Truth is at hand where Ted Bernstein’s business partner / former business partner Robert Spallina’s testimony Admitting to mail fraud, fraudulently creating an Invalid Trust and Fraud Upon the Court in these matters and related Testimony is about to be available as it should be, Alan Rose and Ted Bernstein are now suddenly ( and frantically ) the big heroes for minor children and rushing in by an improperly Noticed Hearing to gag truth without providing any specific justification that this will benefit any minor children.
15. Yet, as stated by the very case Alan Rose and Ted Bernstein have cited for this Court, “ Preserving the independence and integrity of the judicial process through open and publicly scrutinized judicial proceedings is the issue.”

16. “A strong and independent judiciary is the bulwark of a free society. If there were no public access to proceedings before the trial judge, there would be no safeguard for judicial independence nor any assurance of judicial integrity.”
17. “It is the existence of the right of access that is critical to the court's autonomy, not the public's exercise of that right. Knowing the public can attend these proceedings and review judicial records helps guarantee that those matters will be conducted with due regard for the public's interest in a fair and impartial judiciary.” See, <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>.
18. Minor children ultimately have to grow up and learn the laws of civil societies.
19. There is nothing in the Transcripts that relates to the actions and behaviors of the minor children and thus Alan Rose and Ted Bernstein have shown ***nothing specific of a compelling nature*** with respect to the minor children and this motion should be struck from the Calendar and denied.
20. Instead the Trial consisted of testimony and actions by Ted Bernstein’s business partners and his former counsel to him as fiduciary Robert Spallina and Donald Tescher who admitted to (i) illegally using the Mails to mail a fraudulently created invalid trust to the three minor children’s prior counsel Christine Yates, (ii) that his law firm deposited fraudulent documents in the Court record in the cases, (iii) that he fraudulently used a deceased Personal Representative to Fraudulently close the Estate of Shirley Bernstein in these matters leading to the reopening of the Estate of Shirley and three years of litigation costs and expenses and (iv) that he was under an SEC Consent order for Felony Insider Trading charges and other matters.

21. The SEC Consent Orders<sup>1</sup> for Spallina and Tescher are already of Public Record by the Washington, DC Office of the US SEC itself naming Robert Spallina and Donald Tescher, Ted Bernstein's business partners and former disgraced counsel to him as fiduciary in these matters, who he and Alan Rose allowed to "hold onto" Original records even after Spallina's admitting to fraud that benefited his client Ted directly and also having the firm's paralegal notary public Kimberly Moran admit to criminal charges in this matter of forging documents, fraudulently notarizing them, including Post Mortem for Simon Bernstein and committing multiple frauds on the Court and beneficiaries in these matters.
22. See, "**FOR IMMEDIATE RELEASE 2015-213** *Washington D.C., Sept. 28, 2015* — The Securities and Exchange Commission today charged five Florida residents – including two lawyers and an accountant – with insider trading in advance of the acquisition of Pharmasset Inc. by Gilead Sciences Inc. In a complaint filed in federal court in Newark, New Jersey, the SEC alleged that attorneys Robert L. Spallina and Donald R. Tescher and accountant Steven G. Rosen illegally traded on confidential information obtained from a mutual client who served on the board of directors of Princeton, New Jersey-based Pharmasset."
23. Spallina, Tescher, Rosen, Palermo, and Markowitz collectively agreed to pay approximately \$489,000 to settle the charges. The settlements are subject to court approval.

---

<sup>1</sup> September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"

<http://www.sec.gov/news/pressrelease/2015-213.html>

and

September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @

<http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

and

October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

24. “Lawyers and accountants occupy special positions of trust and confidence and are required to protect the information entrusted to them by their clients,” said Joseph G. Sansone, Co-Chief of the SEC’s Market Abuse Unit. “It is illegal for them to steal their clients’ confidential information to trade securities for their own profit or to tip others.” See, <http://www.sec.gov/news/pressrelease/2015-213.html>
25. Thus, those matters regarding Ted Bernstein’s business partners and prior counsel to him as fiduciaries are already a matter of public record being made public by the federal government.
26. No compelling circumstances are shown by Ted Bernstein and his attorney Alan Rose to gag any part of the Trial herein other than what my attorney Candice Schwager says in her Letter Email that the standard in federal court for Pleadings is to simply abbreviate the minor child’s name instead of spelling it out such as “J.B.”, “D.B”, etc. Where none of the parents of the minor children have objected on their children’s behalf either.
27. Nothing else more than that should happen here.
28. Alan Rose and Ted Bernstein’s desperate attempt to hide and conceal the Truth of the Trial is just like what the District Court of Appeals found offensive in the case their papers cited, “In essence, one of the parties wished to conduct the proceedings in private to prevent the disclosure of certain information the party would otherwise prefer not be made public. The information is of a somewhat general nature and not specifically tied to a domestic relations case.<sup>8</sup>The information is not related to the marital relationship nor its breakup, to the welfare of the children, nor to the marital property.”
29. “This may be so, but we do not find this reason to be sufficiently compelling, rising to the level that would deny the party an opportunity to receive a fair trial, to justify closing these

proceedings.” District Court of Appeal of Florida, First District. 508 So.2d 462 (Fla. Dist. Ct. App. 1987 ) <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>

30. Having acted to repeatedly Deny minor children Counsel by denial of proper Trust funds and thus deny minor children rights, these actions now by Ted Bernstein and Alan Rose are a sham and must be denied.
31. Ted Bernstein would have this Court disregard and deny the actual history of fraud and abusive, bullying, extortive, illegal and coercive tactics and conduct of he and his business partners and his former counsel against Minor children as if Ted Bernstein had the Court on his own Payroll. See, May 6, 2013 Emergency Motion<sup>2</sup> and See Motion on St. Andrew’s School<sup>3</sup>,
32. I, Eliot Bernstein, further renews and reminds this Court that it lacks jurisdiction to hear the matter as this Court was mandatorily disqualified at least as of Dec. 4, 2015<sup>4</sup> and was further moved to mandatory disqualify Dec.28, 2015<sup>5</sup> and thus no further action may be taken at this time beyond mandatory Disqualification.

---

<sup>2</sup> May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

<sup>3</sup> August 24, 2014 Emergency Motion <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140824%20Amended%20Emergency%20Motion%20to%20Compel%20Eliot%20School%20Saint%20Andrews%20Payments.pdf>

<sup>4</sup> December 04, 2015 Disqualification of Judge Phillips <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

<sup>5</sup> Dec 28, 2015 Disqualification of Judge Phillips <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015.%202015%20ECF%20STAMPED%20COPY.pdf>

and  
Corrections <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

WHEREFORE, it is respectfully prayed for an Order mandatorily Disqualifying Judge John L. Phillips and striking the improperly Noticed Hearing of Alan Rose and Ted Bernstein from the calendar, sanctions against Alan Rose and Ted Bernstein and such other and further relief as may be just and proper.

Dated: January 06, 2016

/s/Eliot Ivan Bernstein

Eliot Ivan Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434  
561-245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

**CERTIFICATE OF SERVICE**

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 6th day of January, 2016.

By: /s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein  
2753 NW 34th St.  
Boca Raton, FL 33434  
561-245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

**SERVICE LIST - CASE NO. SC15-1077 & LOWER CASES DEFENDANTS, RESPONDENTS, COUNTER DEFENDANTS**

John P. Morrissey, Esq. 330 Clematis Street, Suite 213 West Palm Beach, FL 33401 (561) 833-0766-Telephone (561) 833-0867 -Facsimile Email: John P. Morrissey ( <a href="mailto:iohn@jmoiTisseylaw.com">iohn@jmoiTisseylaw.com</a> )	Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 <a href="mailto:lisa@friedsteins.com">lisa@friedsteins.com</a>
Peter M. Feaman, Esq. Peter M. Feaman, P.A. 3695 West Boynton Beach Blvd., Suite 9 Boynton Beach, FL 33436 (561) 734-5552 -Telephone (561) 734-5554 -Facsimile	Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a>



Email: service@feamanlaw.com: mkoskey@feamanlaw.com	
Gary R. Shendell, Esq. Kenneth S. Pollock, Esq. Shendell & Pollock, P.L. 2700 N. Military Trail, Suite 150 Boca Raton, FL 33431 (561)241-2323 - Telephone (561)241-2330-Facsimile Email: gary@shendellpollock.com ken@shendellpollock.com estella@shendellpollock.com britt@shendellpollock.com grs@shendellpollock.com	Counter Defendant Robert Spallina, Esq. Donald Tescher, Esq. Tescher & Spallina 925 South Federal Hwy., Suite 500 Boca Raton, Florida 33432
Brian M. O'Connell, Esq. Joielle A. Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N. Flagler Dr., 20th Floor West Palm Beach, FL 33401 561-832-5900-Telephone 561-833-4209 - Facsimile Email: boconnell@ciklinlubitz.com; ifoglietta@ciklinlubitz.com; service@ciklinlubitz.com; slobdell@ciklinlubitz.com	Counter Defendant John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com
Counter Defendant Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net	Counter Defendant Donald Tescher, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com
Theodore Stuart Bernstein 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	Counter Defendant TESCHER & SPALLINA, P.A.. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com
Theodore Stuart Bernstein Life Insurance Concepts, Inc. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com	Counter Defendant Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 561-355-6991 arose@pm-law.com arose@mrachek-law.com
Pamela Beth Simon 950 N. Michigan Avenue	Counter Defendant L. Louis Mrachek, Esq.

<p>Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	<p>PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS &amp; WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 561-355-6991 lmrachek@mrachek-law.com</p>
<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>	<p>Counter Defendant Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401</p>
<p>Lisa Sue Friedstein 2142 Churchill Lane Highland Park, IL 60035 lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Dennis McNamara Executive Vice President and General Counsel Oppenheimer &amp; Co. Inc. Corporate Headquarters 125 Broad Street New York, NY 10004 800-221-5588 Dennis.mcnamara@opco.com info@opco.com</p>
<p>Dennis G. Bedley Chairman of the Board, Director and Chief Executive Officer Legacy Bank of Florida Glades Twin Plaza 2300 Glades Road Suite 120 West – Executive Office Boca Raton, FL 33431 info@legacybankfl.com DBedley@LegacyBankFL.com</p>	<p>Hunt Worth, Esq. President Oppenheimer Trust Company of Delaware 405 Silverside Road Wilmington, DE 19809 302-792-3500 hunt.worth@opco.com</p>
<p>James Dimon Chairman of the Board and Chief Executive Officer JP Morgan Chase &amp; CO. 270 Park Ave. New York, NY 10017-2070 Jamie.dimon@jpmchase.com</p>	<p>Neil Wolfson President &amp; Chief Executive Officer Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001 nwolfson@wilmingtontrust.com</p>
<p>William McCabe Oppenheimer &amp; Co., Inc. 85 Broad St Fl 25 New York, NY 10004 William.McCabe@opco.com</p>	<p>STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com</p>
<p>Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343</p>	<p>Ralph S. Janvey Krage &amp; Janvey, L.L.P. Federal Court Appointed Receiver Stanford Financial Group 2100 Ross Ave, Dallas, TX 75201 rjanvey@kjllp.com</p>

crubin@floridatx.com	
Kimberly Moran Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 k Moran@tescherspallina.com	Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com
Gerald R. Lewin CBIZ MHM, LLC 1675 N Military Trail Fifth Floor Boca Raton, FL 33486	CBIZ MHM, LLC General Counsel 6480 Rockside Woods Blvd. South Suite 330 Cleveland, OH 44131 ATTN: General Counsel generalcounsel@cbiz.com (216)447-9000
Albert Gortz, Esq. Proskauer Rose LLP One Boca Place 2255 Glades Road Suite 421 Atrium Boca Raton, FL 33431-7360 agortz@proskauer.com	Heritage Union Life Insurance Company A member of WiltonRe Group of Companies 187 Danbury Road Wilton, CT 06897 cstroup@wiltonre.com
Estate of Simon Bernstein Brian M O'Connell Pa 515 N Flagler Drive West Palm Beach, FL 33401 boconnell@ciklinlubitz.com	Counter Defendant Steven Lessne, Esq. Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 steven.lessne@gray-robinson.com
Byrd F. "Biff" Marshall, Jr. President & Managing Director Gray Robinson, PA 225 NE Mizner Blvd #500 Boca Raton, FL 33432 biff.marshall@gray-robinson.com	Steven A. Lessne, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, FL 33401 Telephone: (561) 650-0545 Facsimile: (561) 655-5677 E-Mail Designations: slessne@gunster.com jhoppel@gunster.com eservice@gunster.com
T&S Registered Agents, LLC Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com	David Lanciotti Executive VP and General Counsel LaSalle National Trust NA CHICAGO TITLE LAND TRUST COMPANY, as Successor 10 South LaSalle Street Suite 2750 Chicago, IL 60603 David.Lanciotti@ctt.com

Joseph M. Leccese  
Chairman  
Proskauer Rose LLP  
Eleven Times Square  
New York, NY 10036  
jleccese@proskauer.com

Brian Moynihan  
Chairman of the Board and Chief Executive Officer  
100 N Tryon St #170, Charlotte, NC 28202  
Phone:(980) 335-3561

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

TED BERNSTEIN, as Trustee  
of the Shirley Bernstein Trust Agreement  
dated May 20, 2008, as amended,

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN; MICHAEL BERNSTEIN; MOLLY SIMON; PAMELA B. SIMON, Individually and as Trustee f/b/o Molly Simon under the Simon L. Bernstein Trust Dtd 9/13/12; ELIOT BERNSTEIN, individually, as Trustee f/b/o D.B., Ja. B. and Jo. B. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of his minor children D.B., Ja. B. and Jo. B.; JILL IANTONI, Individually, as Trustee f/b/o J.I. under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of her Minor child J.I.; MAX FRIEDSTEIN; LISA FRIEDSTEIN, Individually, as Trustee f/b/o Max Friedstein and C.F., under the Simon L. Bernstein Trust Dtd 9/13/12, and on behalf of her minor child, C.F.,

Defendants.

Probate Division

Case.: 502014CP003698XXXXNB

Judge John Phillips

**Response in Opposition  
Motions for Guardian & Gag  
Order filed by Alan M. Rose**

---

**RESPONSE IN OPPOSITION MOTIONS FOR GUARDIAN & GAG FILED BY ALAN B. ROSE**

COMES NOW, PRO SE, Eliot Ivan Bernstein (“Eliot”) or (“Petitioner”) as Beneficiary and Interested Party both for himself personally and as Guardians for his three minor children Beneficiaries of the Shirley Bernstein Trust and hereby files this and in support thereof states, on information and belief, as follows:

1. I oppose the motion by Alan M. Rose to appoint a Guardian for my children and oppose his motion for any “gag” order and since an Evidentiary Hearing and Testimony are both necessary with respect to the factual pleadings by Alan Rose and such evidence and testimony including my own testimony on both matters which would last well beyond 30 minutes alone it is inappropriate and improper process to achieve anything at the Uniform Motion Calendar Hearing on Jan. 14, 2016 beyond Scheduling of Compliance for outstanding Discovery and Production, depositions and then an evidentiary hearing and a proper Case Management Conference for this “Complex” case.
2. This, however, naturally raises the issue of first scheduling the hearings on the motions to remove Ted Bernstein as Trustee for not being qualified under the language of the trusts, for misconduct in fiduciary capacity, for waste and fraud upon the estate and other matters wherein even this very response by myself in this filing has been delayed by Representations by Creditor William Stansbury that his Florida Licensed Attorney Peter Feaman would be filing yesterday with the Court and Alan Rose a request to delay any hearing on these motions until a Status Conference / Case Management Conference for the Orderly scheduling of further hearings wherein Peter Feaman already notified this Court on Sept. 15, 2015 at the Case Management Conference that removal of Ted Bernstein as Trustee should be the first order of business instead of a validity trial with Ted Bernstein as Trustee, but whereupon this Court improperly moved to Schedule Trial in Shirley Bernstein’s Trust case as Alan Rose misled the Court to believe that all cases were called up, which was untrue, where Shirley’s

Trust case was Not Notified for the Case Management Conference<sup>1</sup> requested by the current PR of Simon's Estate being Mr. Brian O'Connell and Joy Foglietta of the Ciklin Lubitz Martens & O'Connell firm who filed the Notice to bring the matter up for the Case Management Conference on Sept. 15, 2015 in the first instance.

3. Thus, both alleged Creditor William Stansbury and Florida Licensed Attorney Peter Feaman are both Necessary Witnesses in relation to the Integrity of these proceedings and the good faith efforts I have undertaken to uncover fraud upon the Court and in the Court which is directly relevant to resolution of any sham claim by attorney Alan Rose or Steven Lessne regarding guardianship, both being Florida licensed attorneys who have directly Misled this Court in many ways including but not limited to falsely citing language from other Court orders such as Southern District of New York Judge Shira Scheindlin, or Alan Rose falsely claiming during the alleged validity trial that there has been no prior Order for Production of all Original Records by Tescher and Spallina when in fact this was part of the Discharge Order of Judge Colin to the extent any such Order of Judge Colin remains valid. See, Order of Colin on Production<sup>2</sup>.
4. Specifically, Alan Rose, a Served Counter Defendant in this very action has knowingly misquoted an Order of SDNY Judge Shira Scheindlin by falsely portraying a Proskauer Rose proposed language in an Order as an actual Order, quote, finding of Hon. Judge Scheindlin

---

<sup>1</sup> Case Management Notice of Hearing for Only Simon Bernstein Estate Case  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150803%20Notice%20of%20Hearing%20for%20Sept%202015%202015%20930am%20Case%20Management.pdf>

<sup>2</sup>February 18, 2014 Colin Order Regarding Turning Over ALL Records to Curator  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>



herself and while this conduct recently occurred in matters before the 4th DCA<sup>3</sup>, this evidence is representative of the sharp practices that Alan Rose and Ted Bernstein have employed to avoid full and fair hearings, obstruct due process, and obscure actual truth seeking processes acting in conflict of interest and more while simultaneously not only denying proper funds for myself to obtain proper counsel for my minor children and myself but further denied retained Texas attorney Candice Schwager documents to review for her to further an application to be admitted pro hac vice after having opportunity to scope potential conflicts of interest between myself and minor children.

5. Alan Rose falsely stated to this Court at the Case Management Conference<sup>4</sup> that no hearings were held prior for guardianship hearings but yet Alan Rose had only a year earlier been denied<sup>5</sup> by Judge Colin who claimed Eliot and Candice did not need Guardians for their children.
6. Thus, attorney Alan Rose's conduct himself in these proceedings has relevance to his sham motion for guardianship since his own conduct has caused waste and harm to beneficiaries and delayed and obstructed the fact finding and truth seeking processes of this court and thus right there alone are 3 Witnesses in addition to myself that should be part of any Evidentiary hearing relating to appointment of a Guardianship and thus arriving at a Schedule would be the most that can happen on Jan. 14, 2016, or at least should be the most that can happen on this date.

---

<sup>3</sup> December 17, 2015 Sur Reply Showing Alan Rose Misquoting Federal Judge Shira Scheindlin Order <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151217%204th%20DCA%20Rose%20Ted%20Sur%20Reply%20Dec%2016%202015.pdf>

<sup>4</sup> September 15, 2015 Case Management Hearing Transcript Scheduled In Simon Estate ONLY, Page 28 Line 7-16  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20Transcript%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

<sup>5</sup> August 14, 2014 Order DENYING GUARDIAN  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf>

7. In fact, Florida licensed attorney Peter Feaman has directly prepared pleadings and correspondence showing myself as being the only sibling in these cases to expose fraud and forgery and other proper matters in these cases and eligible to be a Successor. See, below.
8. See filings by Peter Feaman on behalf of alleged Creditor William Stansbury relevant to the sham filing for Guardianship by Alan Rose on behalf of Ted Bernstein.
  - a. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140217%20Stansbury%20Response%20in%20Opposition.pdf> Page 4-6 (C)
  - b. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140522%20JOINDER%20IN%20PETITION%20FILED%20BY%20ELIOT%20IVAN%20BERNSTEIN%20FOR%20REMOVAL%20OF%20TRUSTEE%20AND%20FOR%20TRUST%20ACCOUNTING.pdf>
  - c. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140627%20Response%20in%20Opposition%20to%20the%20Appointment%20of%20Ted%20Bersntein%20as%20Successor%20PR%20etc%20filed%20by%20Feaman%20Stansbury.pdf>
9. Then of course is the letter by Florida Licensed attorney Peter Feaman from August of 2014, nearly 17 months ago claiming PR Brian O'Connell had an absolute "duty" to file to Remove Ted Bernstein in showing failure to provide Accountings, waste of Trust assets and other matters, yet no action taken by PR O'Connell and no present follow-up by Peter Feaman although as indicated I have been delayed in this very filing by Representations of William Stansbury that Peter Feaman would be filing with the Court relative to these matters including holding hearings off until a Status or Case Management Conference but has yet to do that either, although it was represented it would be filed Tuesday, Jan., 12, 2016 further knowing I had filed for Unavailability with this Court which was served upon Alan Rose and

further filed in my last opposition to the Gag order that I was under medication and needing medical care. See,

- a. August 29, 2014 Letter from Attorney at Law Peter Feaman, Esq. to Personal Representative Attorney Brian O'Connell re Conflicts and more of Ted and Alan Rose.

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140829%20Feaman%20Stansbury%20Letter%20to%20Brian%20O'Connell.pdf>

- b. December 16, 2014, Letter from Attorney Peter Feaman to PR and Attorney Brian O'Connell Letter re O'Connell's Absolute Duty to Remove Ted –

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20141216%20Attorney%20>

- c. [Peter%20Feaman%20Letter%20to%20Attorney%20Personal%20Representative%20Brian%20O'Connell%20re%20Ted%20and%20Alan%20Conflicts.pdf](#)

- d. September 19, 2014 Attorney Peter Feaman to PR Attorney Brian O'Connell re Assets of Estates -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140919%20Feaman%20Letter%20to%20Brian%20Oconnell%20re%20assets%20of%20Simon%20Estate%209%2019%202014.pdf>

10. William Stansbury is further a necessary Witness as he has information relating to an ongoing Federal investigation of Ted Bernstein by the US Dept. of Labor in relation to Ted Bernstein's fiduciary actions as Plan Administrator / Trustee involving Arbitrage International an asset of the Estate and Trusts where it is likely that further financial harm to beneficiaries including my minor children has occurred according to William Stansbury and yet Alan Rose and Ted Bernstein have not only failed to Disclose these matters to the Court

and parties but further failed to disclose these matters in an alleged Meeting involving Bernstein Holdings and Bernstein Family Investments where Ted Bernstein and Alan Rose .

11. It is unknown why neither Creditor William Stansbury or his Florida licensed attorney Peter Feaman has yet to bring this information to the Court further making them necessary witnesses while it is further noted that just last week Alan Rose improperly scheduled a Hearing without contacting me although being on the phone that same morning with my retained attorney Candice Schwager of Texas seeking pro hac vice admission yet never mentioned the hearing and yet Rose later claimed in an email on Jan. 7, 2016 that an agreement he made with Attorney Peter Feaman to appear on short notice further justified his filing thus playing a “circus” / “charade” game of having Stansbury/Feaman in some parts of the cases but then not having them in on others all the while claiming that Ted Bernstein should be removed.

12. Further that the Estate itself by and through Brian O’Connell and Joy Foglietta has failed to account or provide Documents and Records despite prior Court Ordered Production<sup>6</sup> upon the former PR’s, Tescher and Spallina, after their removal after admissions to fraudulently altering and creating a fraudulent Shirley Trust that Alan Rose misleads this Court about there being no such Court Order during an alleged Validity Trial<sup>7</sup> and having multiple cross examination questions sustained as a result of such misstatement to the Court where it appears that in **contempt of such order** for Tescher & Spallina to Produce and turn over all Originals and files, Alan Rose, alleged Fiduciary and Trustee Ted Bernstein, Brian

---

<sup>6</sup> February 18, 2014 Court Ordered Production of ALL Records of Tescher and Spallina to Curator <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

<sup>7</sup> December 15, 2015 Validity Hearing Transcript - Transcript Page 123 Lines 10-18 & Page 124 3-7 and Pages 124 Line 17 to 125 Line 17. <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

O'Connell and Joy Foglietta and potentially others have left "Original" documents and files instead in the Custody of Tescher & Spallina where Spallina has now admitted to fraud upon beneficiaries and their counsel, mail fraud, fraud upon the Court in the filings his office prepared and other crimes and misconduct during the alleged "validity" trial before Your Honor where the PRs O'Connell & Foglietta are *wholly and conspicuously absent from the "Validity trial"* (despite having pleaded to the Court in the Shirley Trust Construction case that Ted was NOT A VALID TRUSTEE<sup>8</sup> in the SIMON TRUST, which would have materially affected the outcome of such hearing on the Simon Trust case and Ted's ability to argue the validity in the first place) among many other "*missing Witnesses*" at the alleged validity Trial such as Traci Kratish, Notaries Diana Banks, Kimberly Moran (charged with Felony fraudulent notarization and admitted Forgery of documents in these matters) and Lindsay Baxkey and Donald Tescher and an unknown signatory witnesses, leaving the Estate of Simon Bernstein *without counsel* despite the fact that one of the First Orders of Business PRs O'Connell and Foglietta should have sought at the Case Management Conference held Sept. 15, 2015 which was Held and Noticed only in the Estate of Simon Bernstein is a Compliance Order to obtain all the "Originals" and files/documents from Tescher & Spallina so proper Discovery and Production could occur to prove validity but instead results in an improperly schedule Trial in Shirley's Trust case which was not Noticed for Sept. 15, 2015 as required in the procedural rules of the Court.

13. Thus, Brian O'Connell and Joy Foglietta should further be called as Necessary Witnesses in relation to the integrity of proceedings and were further factual Witnesses in relation to

---

<sup>8</sup> February 17, 2015 Answer Affirmative Defenses Filed by PR Attorney Brian O'Connell stating Ted is NOT A VALID TRUSTEE under the terms of the Trust.  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf>

missing documents, missing production, missing business records and intertwined in conduct with Alan Rose in sudden emerging “original” documents from the St. Andrew’s Home allegedly for the Oppenheimer matters and other dispositive Estate and Trust documents yet Creditor William Stansbury had previously stated that his Florida licensed attorney Peter Feaman suggested that a Meeting at his Office and or Brian O’Connell’s Office and inviting the Palm Beach County Sheriff’s for Criminal investigation and prosecution of Ted Bernstein in relation to the missing Tangible Personal Property (“TTP”) should occur, thus intertwining all of the various parties as witnesses in relation to any Guardianship hearing and necessity.

14. Licensed attorney Peter Feaman and his client alleged Creditor William Stansbury further being Witnesses as both claimed to have observed Donald Tescher at the Courthouse after the validity trial yet was not produced by Alan Rose suggesting Tescher’s presence was under Alan Rose’s control and yet because this Court had impermissibly prejudiced and “pre-judged” the validity trial by improperly limiting it to one day ordered in the wrong case without addressing discovery and dispositive motions there was no timing remaining for further necessary witnesses and thus the validity trial should be vacated.
15. While I understand it was filed in a different case number, Steven Lessne is intertwined with Rose on numerous issues including not only the sudden emergence of “original” documents in the Oppenheimer case but further the sharp practices conduct wherein Lessne has **directly mislead this Court** by an almost identical sharp practice of Alan Rose where Southern District of New York Judge Hon. Shira Scheindlin is again knowingly misquoted wherein Lessne claims Judge Scheindlin issued some nationwide injunction against me again misquoting language “proposed” by Proskauer Rose where in actuality the language Judge Scheindlin determined in the Order was as follows: “IV. CONCLUSION For the foregoing

reasons, a monetary sanction in the amount of \$3,500 is hereby imposed on Bernstein as is the injunctive sanction described above. The money is to be paid to the Clerk of the Court, Southern District of New York, forthwith. If Bernstein ignores the monetary sanction, defendants may obtain an enforceable judgment in the amount of \$3,500. If Bernstein continues to file motions in this case, he may be subject to additional monetary sanctions. The Clerk of the Court is directed to close the motion for sanctions (Docket Entry # 145).

Dated: 14 New York, New York August 29, 2013 Opposition at 13. 7<sup>9</sup>“

16. Thus, the only injunctive limitation determined by SDNY Judge Scheindlin is that if I file motions “*in this case*”, being the SDNY case, I “*may be subject to additional monetary sanctions*”, thus showing Lessne himself directly misleading this Court as a Florida licensed attorney.
17. The Court should note that Lessne left his firm Gray Robinson and took with him the Bernstein / Oppenheimer case as he transitioned to Alan Rose’s prior law firm Gunster.
18. To the extent any Order of Judge Colin remains valid, he has already ruled upon motions by Alan Rose and Ted Bernstein on Guardianship and the related matters and DENIED those matters. See below Orders Colin in Rose Denial Guardian Shirley Trust Construction stating no Guardian necessary and Oppenheimer denial of same, This renewed attempt on virtually the same grounds constitutes further harassment and a 2<sup>nd</sup> bite at apple hoping for a better outcome than with Judge Colin.

- a. Oppenheimer Denial

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20141107%20Omnibus%20Order%20Colin%20Oppenheimer%20Case.pdf>

---

<sup>9</sup>August 29, 2013 Order the Most Honorable Shira A. Scheindlin  
<http://www.iviewit.tv/20130829%20Scheidlin%20Order%20Sanctioning%20Bernstein.pdf>



b. Rose Trust Construction Denial

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140814%20Order%20Judge%20Martin%20Colin%20NO%20GUARDIAN%20FOR%20ELIOT%20CHILDREN.pdf>

c. Order Denying Contempt Against Eliot -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150504%20Order%20on%20Motion%20to%20Hold%20Eliot%20Bernstein%20in%20Contempt%20DENIED.pdf>

19. There has been no “construction” hearing scheduled much less any full and fair hearing after proper discovery and depositions.

20. Moreover, alleged Creditor William Stansbury’s attorney has previously written to Rose directly regarding Rose’s conflicts of interest and other matters of testimony relevant at any hearing as follows:

a. August 08, 2014 Feaman Letters to Rose

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140808%20Response%20to%20Motion%20for%20Contempt%20-%20Exhibit%20Feaman%20Letter%20to%20Alan%20Re%20St%20Andrews%20Tuition.pdf>

b. Pleading filed by PR Attorney Brian O’Connell in Shirley Trust – Ted NOT A VALID TRUSTEE IN SIMON -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20A%20VALID%20TRUSTEE.pdf>

- c. January 16, 2015 Nevada District Court Ruling - Crystal Cox ruling Eliot and Crystal not associated -

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150116%20Cox%20Bernstein%20Nevada%20RICO%20Order%20Denying%20Motions%20for%20Summary%20Judgement.pdf>

21. I re-plead and re-allege the following in further opposition to any continued improper attempts at a gag order which should be denied and stricken but certainly would require an adversarial evidentiary hearing first not part of the Uniform Motion Calendar Hearing of Jan. 14, 2016 and certainly not in 10 minutes.
22. I have already had to reschedule medical/dental related appointments due to Alan Rose's actions this New Year, I am currently on prescription medication since January 02, 2016, including painkillers and muscle relaxers and am not fit to attend hearings, which is part of the reason for my unavailability this month. This scheduling and notice is improper and further harassment and this is not the first time Alan Rose has deployed these tactics as the record for the cases reflects.
23. This is nothing but more of the same "sharp practices" and legal process abuses that Alan Rose and Trustee Ted Bernstein have perpetuated throughout the litigation.
24. Florida Licensed attorney ( presently ) Alan Rose and his client Ted Bernstein fail to point out to this Court their continuing Conflicts of Interest since both Alan Rose and Ted Bernstein have actively worked Against the Interests of the "grandchildren" to Shirley and Simon Bernstein by trying to block \$1.7 in Life Insurance proceeds from coming into the Estate.

25. Both attorney Alan Rose and Ted Bernstein have been involved in actions which directly were contrary to the best interests of minor children by refusing to agree to a Continuance of the validity trial in Dec. 2015 even for 30 days so my minor children could have Counsel by Candice Schwager, Esq. and yet now try to claim to come to this court for the welfare of minor children. See,

a. December 12, 2015 Attorney Candice Schwager Pro Hac Vice Letter to Court

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151212%20Candice%20Schwager%20Pro%20Hac%20Vice%20ECF%20Filing%20Stamped%20Copy.pdf>

and

b. December 15, 2015 Phillips Trial Stay

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20ESIGNED%20Phillips%20Trial%20Stay%20ECF%20STAMPED%20COPY.pdf>

26. Ted Bernstein and Alan Rose have articulated no adequate basis to impose a Gag order.

27. In fact according to the Email Letter sent by attorney Schwager today to Alan Rose (see

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Schwager%20Letter%20to%20Alan%20Rose%20to%20Cancel%20Hearings.pdf> ) to seek his voluntary withdrawal

of this Hearing, even one of the cases cited by Alan Rose actually has the District Court of Appeals reversing a Trial Court's Order closing a Trial from the public: "The orders of the trial court sealing the file and closing the proceedings are REVERSED. The public shall be permitted access to the court file and the transcript or reporter's notes of any proceedings in the trial court. ERVIN, J., concurs. NIMMONS, J., concurs, with written opinion."

<https://casetext.com/case/florida-freedom-newspapers-v-sirmons>

28. There was minimal if virtually any naming of the “grandchildren” and/or “minor children” in the Trial in any event and I should have every right to inspect and have my own copy of the Transcript and this appears to be nothing more than the bully sharp practices of Alan Rose and Ted Bernstein in trying to deny due process and access to the courts and the ability to seek proper appeal, collateral attack and other motions concerning the trial.
29. As attorney Schwager pointed out in her letter, “Thus, it truly appears that your motion is more of a “smoke-screen” and “sharp practices” which are more designed to further delay, obstruct and hinder the due process rights of Eliot Bernstein and his minor children and perhaps others in the truth seeking processes by this motion which must be withdrawn.”
30. In one breathe, Alan Rose and Ted Bernstein rush to push a validity Trial through that had been requested years before by Plaintiff Eliot and do so in a manner to Deny Counsel to Minor Children but now that the hour of Truth is at hand where Ted Bernstein’s business partner / former business partner Robert Spallina’s testimony Admitting to mail fraud, fraudulently creating an Invalid Trust and Fraud Upon the Court in these matters and related Testimony is about to be available as it should be, Alan Rose and Ted Bernstein are now suddenly ( and frantically ) the big heroes for minor children and rushing in by an improperly Noticed Hearing to gag truth without providing any specific justification that this will benefit any minor children.
31. Yet, as stated by the very case Alan Rose and Ted Bernstein have cited for this Court, “ Preserving the independence and integrity of the judicial process through open and publicly scrutinized judicial proceedings is the issue.”

32. “A strong and independent judiciary is the bulwark of a free society. If there were no public access to proceedings before the trial judge, there would be no safeguard for judicial independence nor any assurance of judicial integrity.”
33. “It is the existence of the right of access that is critical to the court's autonomy, not the public's exercise of that right. Knowing the public can attend these proceedings and review judicial records helps guarantee that those matters will be conducted with due regard for the public's interest in a fair and impartial judiciary.” See, <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>.
34. Minor children ultimately have to grow up and learn the laws of civil societies.
35. There is nothing in the Transcripts that relates to the actions and behaviors of the minor children and thus Alan Rose and Ted Bernstein have shown *nothing specific of a compelling nature* with respect to the minor children and this motion should be struck from the Calendar and denied.
36. Instead the Trial consisted of testimony and actions by Ted Bernstein’s business partners and his former counsel to him as fiduciary Robert Spallina and Donald Tescher who admitted to (i) illegally using the Mails to mail a fraudulently created invalid trust to the three minor children’s prior counsel Christine Yates, (ii) that his law firm deposited fraudulent documents in the Court record in the cases, (iii) that he fraudulently used a deceased Personal Representative to Fraudulently close the Estate of Shirley Bernstein in these matters leading to the reopening of the Estate of Shirley and three years of litigation costs and expenses and (iv) that he was under an SEC Consent order for Felony Insider Trading charges and other matters.

37. The SEC Consent Orders<sup>10</sup> for Spallina and Tescher are already of Public Record by the Washington, DC Office of the US SEC itself naming Robert Spallina and Donald Tescher, Ted Bernstein's business partners and former disgraced counsel to him as fiduciary in these matters, who he and Alan Rose allowed to "hold onto" Original records even after Spallina's admitting to fraud that benefited his client Ted directly and also having the firm's paralegal notary public Kimberly Moran admit to criminal charges in this matter of forging documents, fraudulently notarizing them, including Post Mortem for Simon Bernstein and committing multiple frauds on the Court and beneficiaries in these matters.
38. See, "**FOR IMMEDIATE RELEASE 2015-213** *Washington D.C., Sept. 28, 2015* — The Securities and Exchange Commission today charged five Florida residents – including two lawyers and an accountant – with insider trading in advance of the acquisition of Pharmasset Inc. by Gilead Sciences Inc. In a complaint filed in federal court in Newark, New Jersey, the SEC alleged that attorneys Robert L. Spallina and Donald R. Tescher and accountant Steven G. Rosen illegally traded on confidential information obtained from a mutual client who served on the board of directors of Princeton, New Jersey-based Pharmasset."
39. Spallina, Tescher, Rosen, Palermo, and Markowitz collectively agreed to pay approximately \$489,000 to settle the charges. The settlements are subject to court approval.

---

<sup>10</sup> September 28, 2015 SEC Press Release Regarding SPALLINA and TESCHER INSIDER TRADING CHARGES, "SEC Charges Five With Insider Trading, Including Two Attorneys and an Accountant"

<http://www.sec.gov/news/pressrelease/2015-213.html>

and

September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @

<http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

and

October 01, 2015 SEC Consent Orders Felony Insider Trading SPALLINA signed September 16, 2015 and TESCHER signed June 15, 2014

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/2015%20Spallina%20and%20Tescher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

40. “Lawyers and accountants occupy special positions of trust and confidence and are required to protect the information entrusted to them by their clients,” said Joseph G. Sansone, Co-Chief of the SEC’s Market Abuse Unit. “It is illegal for them to steal their clients’ confidential information to trade securities for their own profit or to tip others.” See, <http://www.sec.gov/news/pressrelease/2015-213.html>
41. Thus, those matters regarding Ted Bernstein’s business partners and prior counsel to him as fiduciaries are already a matter of public record being made public by the federal government.
42. However in the December 15, 2015 Hearing Spallina testifying to the validity of documents he already admitted in the hearing to having fraudulently altered and disseminated via mail, states to Your Honor that he had **NOT** pled guilty to either felony or misdemeanor criminal conduct and yet the Consent Order signed by Spallina directly contradicts his testimony before this Court and this Court should take Judicial Notice and report such misconduct.
43. That SPALLINA perjured his testimony and further misled this court as he did plead guilty of criminal misconduct and the SEC Consent signed by SPALLINA states, ,
- “2. Defendant [Robert Spallina] has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the “Criminal Action”).”
44. Yet, in a December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA stated the following from the hearing transcript Page 93 Lines 14-17<sup>11</sup>;

---

<sup>11</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT



14. . . . . THE COURT: You can answer the question, which  
15. . . . . is, did you plead to a felony?  
16. . . . . MR. BERNSTEIN: Sorry, sir.  
17. . . . . THE WITNESS: I have not.

45. Further, in the SEC Consent signed by SPALLINA reads,

“12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C.. §523. that the allegations in the complaint are true...”

46. No compelling circumstances are shown by Ted Bernstein and his attorney Alan Rose to gag any part of the Trial herein other than what my attorney Candice Schwager says in her Letter Email that the standard in federal court for Pleadings is to simply abbreviate the minor child’s name instead of spelling it out such as “J.B.”, “D.B”, etc. Where none of the parents of the minor children have objected on their children’s behalf either.

47. Nothing else more than that should happen here.

48. Alan Rose and Ted Bernstein’s desperate attempt to hide and conceal the Truth of the Trial is just like what the District Court of Appeals found offensive in the case their papers cited, “In essence, one of the parties wished to conduct the proceedings in private to prevent the disclosure of certain information the party would otherwise prefer not be made public. The information is of a somewhat general nature and not specifically tied to a domestic relations

case.<sup>8</sup> The information is not related to the marital relationship nor its breakup, to the welfare of the children, nor to the marital property.”

49. “This may be so, but we do not find this reason to be sufficiently compelling, rising to the level that would deny the party an opportunity to receive a fair trial, to justify closing these proceedings.” District Court of Appeal of Florida, First District. 508 So.2d 462 (Fla. Dist. Ct. App. 1987 ) <https://casetext.com/case/florida-freedom-newspapers-v-sirmons>
50. Having acted to repeatedly Deny minor children Counsel by denial of proper Trust funds and thus deny minor children rights, these actions now by Ted Bernstein and Alan Rose are a sham and must be denied.
51. Ted Bernstein would have this Court disregard and deny the actual history of fraud and abusive, bullying, extortive, illegal and coercive tactics and conduct of he and his business partners and his former counsel against Minor children as if Ted Bernstein had the Court on his own Payroll. See, May 6, 2013 Emergency Motion<sup>12</sup> and See Motion on St. Andrew’s School<sup>13</sup>,
52. I, Eliot Bernstein, further renews and reminds this Court that it lacks jurisdiction to hear the matter as this Court was mandatorily disqualified at least as of Dec. 4, 2015<sup>14</sup> and was further

---

<sup>12</sup> May 06, 2013 Bernstein Emergency Petition Florida Probate Simon and Shirley Estate Cases @ <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20Large.pdf>

<sup>13</sup> August 24, 2014 Emergency Motion <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140824%20Amended%20Emergency%20Motion%20to%20Compel%20Eliot%20School%20Saint%20Andrews%20Payments.pdf>

<sup>14</sup> December 04, 2015 Disqualification of Judge Phillips <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

moved to mandatory disqualify Dec.28, 2015<sup>15</sup> and thus no further action may be taken at this time beyond mandatory Disqualification.

WHEREFORE, it is respectfully prayed for an Order mandatorily Disqualifying Judge John L. Phillips, striking or alternatively Continuing the motions of Ted Bernstein and Alan Rose until after a properly scheduled, noticed and held Case Management Conference for a “complex” case, proper Discovery, depositions and proper evidentiary hearings held first, sanctions against Alan Rose and Ted Bernstein and such other and further relief as may be just and proper.

Dated: January 13, 2016

**/s/Eliot Ivan Bernstein**

Eliot Ivan Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434  
561-245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

### **CERTIFICATE OF SERVICE**

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 13th day of January, 2016.

**/s/Eliot Ivan Bernstein**

Eliot Ivan Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434  
561-245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

---

<sup>15</sup> Dec 28, 2015 Disqualification of Judge Phillips  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015.%202015%20ECF%20STAMPED%20COPY.pdf>

and

Corrections

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

**SERVICE LIST**

<p><b>COUNTER DEFENDANT</b>          Robert L. Spallina, Esq.,          Tescher &amp; Spallina, P.A.          Wells Fargo Plaza          925 South Federal Hwy Suite          500          Boca Raton, Florida 33432          rspallina@tescherspallina.com          kmoran@tescherspallina.com  <a href="mailto:ddustin@tescherspallina.com">ddustin@tescherspallina.com</a></p>	<p><b>COUNTER DEFENDANT</b>          Ted Bernstein, Individually          880 Berkeley          Boca Raton, FL 33487  <a href="mailto:tbernstein@lifeinsuranceconcepts.com">tbernstein@lifeinsuranceconcepts.com</a></p>	<p><b>COUNTER DEFENDANT</b>          John J. Pankauski, Esq.          Pankauski Law Firm PLLC          120 South Olive Avenue          7th Floor          West Palm Beach, FL 33401</p>
<p><b>COUNTER DEFENDANT</b>          Donald Tescher, Esq.,          Tescher &amp; Spallina, P.A.          Wells Fargo Plaza          925 South Federal Hwy Suite          500          Boca Raton, Florida 33432          dtescher@tescherspallina.com          ddustin@tescherspallina.com          kmoran@tescherspallina.com</p>	<p><b>COUNTER DEFENDANT</b>          Ted Bernstein          Life Insurance Concepts et al.          950 Peninsula Corporate Circle          Suite 3010          Boca Raton, FL 33487          tbernstein@lifeinsuranceconcepts.com</p>	<p><b>COUNTER DEFENDANT</b>          Pankauski Law Firm PLLC          120 South Olive Avenue          7th Floor          West Palm Beach, FL 33401          courtfilings@pankauskilawfirm.com          john@pankauskilawfirm.com</p>
<p><b>COUNTER DEFENDANT</b>          Donald Tescher, Esq.,          Tescher &amp; Spallina, P.A.          Wells Fargo Plaza          925 South Federal Hwy Suite          500          Boca Raton, Florida 33432          dtescher@tescherspallina.com          ddustin@tescherspallina.com          kmoran@tescherspallina.com</p>	<p><b>COUNTER DEFENDANT &amp; COUNSEL TO TED BERNSTEIN SERVED</b>          Alan B. Rose, Esq.          PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS &amp; WEISS, P.A.          505 South Flagler Drive, Suite 600          West Palm Beach, Florida 33401          arose@pm-law.com          and          arose@mrachek-law.com</p>	<p><b>Counter Defendant</b>          TESCHER &amp; SPALLINA, P.A.          Wells Fargo Plaza          925 South Federal Hwy Suite          500          Boca Raton, Florida 33432          dtescher@tescherspallina.com          ddustin@tescherspallina.com          kmoran@tescherspallina.com</p>
	<p>Pamela Simon</p>	<p><b>Counter Defendant</b></p>

	<p>President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com</p>	<p>Mark R. Manceri, Esq., and Mark R. Manceri, P.A., 2929 East Commercial Boulevard Suite 702 Fort Lauderdale, FL 33308 mrmlaw@comcast.net mrmlaw1@gmail.com</p>
<p><b>Counter Defendant</b> L. Louis Mrachek, Esq. PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS &amp; WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com</p>	<p><b>Counter Defendant</b> Charles D. Rubin Managing Partner Gutter Chaves Josepher Rubin Forman Fleisher Miller PA Boca Corporate Center 2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com</p>	<p><b>Counter Defendant</b> Kimberly Moran Tescher &amp; Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 kmoran@tescherspallina.com</p>
<p><b>Counter Defendant</b> Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com</p>	<p><b>Counter Defendant</b> Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens &amp; O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	

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

TED BERNSTEIN, as Trustee  
of the Shirley Bernstein Trust Agreement  
dated May 20, 2008, as amended,

Probate Division  
Case No.: 502014CP003698XXXXNBIJ

Plaintiff,

v.

**Objections to Proposed Order of Alan  
Rose / Ted Bernstein**

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;  
MICHAEL BERNSTEIN; MOLLY SIMON;  
PAMELA B. SIMON, Individually and as Trustee  
f/b/o Molly Simon under the Simon L. Bernstein Trust  
Dtd 9/13/12; ELIOT BERNSTEIN, individually, as  
Trustee f/b/o D.B., Ja. B. and Jo. B. under the  
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf  
of his minor children D.B., Ja. B. and Jo. B.;  
JILL IANTONI, Individually, as Trustee f/b/o J.I.  
under the Simon L. Bernstein Trust Dtd 9/13/12,  
and on behalf of her Minor child J.I.;  
MAX FRIEDSTEIN; LISA FRIEDSTEIN, Individually,  
as Trustee f/b/o Max Friedstein and C.F., under the  
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf  
of her minor child, C.F.,

Defendants.

---

**OBJECTIONS TO PROPOSED ORDER OF ALAN B. ROSE AND TED BERNSTEIN "ORDER  
DETERMINING ELIOT BERNSTEIN LACKS STANDING INDIVIDUALLY  
AND STRIKING ELIOT'S FILINGS, AND DEFERRING RULING ON THE APPOINTMENT OF  
A GUARDIAN AD LITEM AND OTHER RELIEF SOUGHT" AND PROPOSED ALTERNATIVE  
ORDER FOR HEARING HELD JANUARY 14, 2016**

1. That Florida licensed attorney Alan Rose on behalf of Ted Bernstein misled this Court on Sept. 15, 2015<sup>1</sup> including whether all four cases had been properly Noticed<sup>2</sup> and where due to this misinformation at the case management conference a Trial was improperly set in Shirley Bernstein's Trust case in violation of Florida Civil Rules of Procedure 1.200<sup>3</sup> and in violation of due process while the PRs of the Simon Bernstein Estate Brian O'Connell and Joy Foglietta stood silent despite their office having sent the Notice for the Case Management Conference in the first instance,

4 MR. ROSE: I'm not planning on doing the  
5 whole hearing, but briefly there are,  
6 technically, four other cases that all were  
7 assigned. I think we've noticed a status  
8 conference in all four cases.

That Florida licensed attorney Alan Rose requested January 14, 2016 at 12:17pm<sup>4</sup> that Eliot Bernstein submit comments to a proposed Order from a January 14, 2016 hearing by 3pm that same day or else he would file with the Court as an unopposed Order and Eliot replied and 3:30pm<sup>5</sup> on January that he would try to get his changes to him timely on January 15th, 2016 to submit to the Court together with his proposed Order (Eliot did not know at the time that Rose was supposed to give him five days under the rules);

2. Mr. Rose in violation of ADMINISTRATIVE ORDER 5.204-5/09<sup>6</sup> then ignored said received email indicating that Eliot would send comments and a proposed order to him the next day and instead sent a letter to Judge Phillips with his proposed Order only to the Court on January 14,

---

<sup>1</sup> Sept 15, 2015 Hearing Transcript

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

<sup>2</sup> August 03, 2015 Notice of Hearing Status Conference for Simon Bernstein Estate Case Only

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150803%20Notice%20of%20Hearing%20for%20Sept%2015%202015%20930am%20Case%20Management.pdf>

<sup>3</sup>Florida Rules of Civil Procedure 1.200

[http://phonl.com/fl\\_law/rules/frcp/frcp1200.htm](http://phonl.com/fl_law/rules/frcp/frcp1200.htm)

<sup>4</sup> January 14, 2016 Email Rose

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%20at%2012.12pm%20Alan%20Rose%20Proposed%20Order%20Email.pdf>

<sup>5</sup> January 14, 2016 Eliot Email to Rose with Dr. Report

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%20at%203.30pm%20Eliot%20response%20to%20Rose%20re%20Order.pdf>

<sup>6</sup><http://15thcircuit.co.palm-beach.fl.us/documents/10179/15133/5.204.pdf>

2016 at 4:15pm<sup>7</sup> without waiting for Eliot's comments and proposed order and this too in violation of Administrative Order 5.204-5/09<sup>8</sup> and further asked for an immediate ruling that day from Judge Phillips, knowing there are five days for my response and proposed order to be sent to him before seeking relief with the court as if unopposed with no counter order. This further evidences Mr. Rose's continued Sharp Practices and violation and contempt of the court decorum, efforts to obstruct due process and tortiously interfere with the fair administration of justice;

3. Florida licensed attorney Alan Rose on behalf of Ted Bernstein having further misled this Court about the status of the case and the time necessary for a proper validity Trial at the September 15, 2015 case management conference and left no time for a proper trial for the 10 witnesses called by the Trustee or for Eliot to properly cross examine witnesses available that day leaving Eliot and this Court with insufficient time for a proper trial / hearing which was improperly held without proper pre-trial procedures to determine outstanding discovery and requests for production and proper witnesses.
4. That the January 14, 2016 hearing for standing was also improperly scheduled at a UMC hearing by Alan Rose, despite needing an evidentiary hearing as requested by Eliot at the hearing to give testimony and have any witnesses present but which Eliot was denied opportunity for such by this Court;
5. Where Judge Phillips asked Eliot at the January 14, 2016 hearing what statute gave him standing as a named Beneficiary in the Shirley Trust document that Phillips has Ordered to be valid and when Eliot, a Pro Se litigant, did not know off the top of his head the Florida Statute giving

---

<sup>7</sup> January 14, 2016 4:15 pm Alan Rose Letter to Judge Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%204.06pm%20ExParte%20Letter%20to%20Judge%20Phillips%20Alan%20Rose%20Proposed%20Order.pdf>

<sup>8</sup><http://15thcircuit.co.palm-beach.fl.us/documents/10179/15133/5.204.pdf>



named beneficiaries standing in a Trust case where they are named, Judge Phillips, who is supposed to know the statutes himself improperly ruled against Eliot's standing for this sole reason of his lack of knowing the statute at the hearing and based solely on the claims of Alan Rose and not on the merits after proper hearing with testimony from both sides or giving Eliot a chance to find the correct statute to preserve his standing. Judge Phillips, then quite rudely told Eliot if he did not like it to get a lawyer despite the fact that a prior motion for a Continuance of the validity trial itself was filed timely before Trial so that Texas attorney Candice Schwager could get admitted pro hac vice yet attorney Alan Rose denied Candice Schwager any such courtesy even though it was to benefit the minor children and Alan Rose has further denied Candice Schwager access to document production to further her review of the case while this Court improperly stated the motion for continuance was untimely when the statute permits it to be made even at the time of trial and where it was filed in writing before the trial.

6. That Florida Statutes 733.707, 736.0103, 731.201 (2)(4)(9)(11)(20) and (23) give Eliot standing as a Beneficiary, Heir and Interested Person and Trustee of the Eliot Bernstein Family Trust in this case and the Simon Estate, the Simon Trust and the Shirley Estate.
7. That for instance in the Shirley Trust case addressed herein, Eliot and his two sisters are the beneficiaries of Shirley's Trust at the time it become irrevocable with a defined class of beneficiaries in stone upon her death, as stated in the trust;

ARTICLE II. AFTER MY DEATH - E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me.

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 [emphasis added]**. Any assets allocated under this Subparagraph 11.D. to my children (**as that term is defined under this Trust [emphasis added]**), 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 11.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 11.E. below.

and

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.

### ARTICLE III. GENERAL - E1 - 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 [Emphasis Added],**

That the trust language is clear that Ted and Pamela and their lineal descendants, at the time of Shirley's death were not beneficiaries and Eliot and his two sisters Lisa and Jill are. Further, the Court should note that Ted is considered predeceased for ALL PURPOSES OF DISPOSITIONS of the Shirley Trust, which would disqualify him as a Trustee to make dispositions, including holding hearings for construction and validity or making any disbursements and thus further reason to strike the Validity Hearing on December 15, 2015 as a Sham Hearing conducted by a deceased person under the trust.

8. Similarly, at Judge Phillips' validity hearing Order on December 16, 2016, Eliot was never shown a copy of beforehand or had chance to submit comments and a counter order to Rose was also issued in violation of ADMINISTRATIVE ORDER 5.204-5/09\*<sup>9</sup>, the order issued contains rulings on issues that were not Noticed to be Heard, not Scheduled for the Trial and in fact not heard at the hearing at all, no testimony or anything from either party on the ruled on items as evidenced in the transcript and thus the December 16, 2015 Order should further be stricken as an improper Void Order and for other far more serious reasons further defined herein. That the Rose Proposed Order for the January 14, 2016 hearing feeds off the December 16, 2016 Order and for this reason the December 16, 2016 Order and the Proposed Order should be stricken.

---

<sup>9</sup> Administrative Order Regarding Preparation of Order - ADMINISTRATIVE ORDER 5.204-5/09\*

9. That Eliot further stated to the Court that the hearing was improperly scheduled by Rose when he knew Eliot had filed in December a Notice of Unavailability for the month of January and further learned that he was under medical care and prescription medications<sup>10</sup> making him medically unfit during the time of the January 14, 2016 hearing and again, using sharp practice unbecoming of an Attorney at Law, Rose scheduled the hearing and would not withdraw it despite knowing Eliot was not well and was still seeking to have counsel admitted to protect the children.
10. Eliot stated on the record that he was medically unfit and on heavy medications for any hearing that day and yet Judge Phillips ignored the request to postpone and schedule a proper evidentiary hearing to determine standing and rushed to rule without even having proper testimony on any of the items in Rose's Proposed Order.
11. That having declared in a September 15, 2015 hearing "love"<sup>11</sup> for Judge Colin and pre-judging that he would not question Colin's actions that have been called into question and alleged as Fraud by the Court and that he would not find that Colin did something wrong, wholly prejudiced Eliot's position and denies him fundamental due process rights.
12. Having further reviewed the Record of the Cases having determined that an outstanding Order by Judge Colin for Production<sup>12</sup> against prior fiduciaries Tescher & Spallina was never performed or complied with fundamentally prejudicing a proper validity Trial. In fact it was learned at the December 15, 2015 trial that NONE of the Original Dispositive Documents were available for inspection at the hearing and that Trustee Ted Bernstein claimed under oath he had

---

<sup>10</sup> Dr. Ronik Seecharan Letter

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160114%20Seecharan%20Letter%20Regarding%20procedure.pdf>

<sup>11</sup> September 15, 2015 Hearing Transcript Page 27 Lines 14-25 and Page 28 Lines 1-6

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150915%20Judge%20Phillips%20Hearing%20-%20Estate%20of%20%20Simon%20Bernstein.pdf>

<sup>12</sup> February 18, 2014 Order to Turn Over **ALL** records of Tescher and Spallina to Curator

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf>

never seen the original trust he operates under nor took any steps to validate the documents in light of the fact that his prior counsel SPALLINA had admittedly fraudulently created a Shirley Trust document at the December 15, 2015 hearing he testified at as to the validity of the documents he admitted fraud in creating and then sent the fraudulent trust via mail to Attorney at Law Christine Yates representing Eliot's minor children and finally it was learned at the hearing that Tescher and Spallina had violated the Colin Court Order to turn over their records in entirety and still possessed Original dispositive documents;

13. That the totality of the related cases should have determined this case to be a "complex" case and the case management conference should have been conducted properly as such, again such deprivation of rights severely prejudiced the outcome;
14. That proper pre-trial procedures thus were not followed and must be corrected in furtherance of justice;
15. That missing necessary witnesses and missing discovery were existent at the time of the validity trial including but not limited to witnesses Notary Publics who signed documents, Kimberly Moran and Lindsay Baxley (where Governor Rick Scott's Notary Public Division has already prosecuted in conjunction with the Palm Beach County Sheriff Moran for fraudulent notarization in these matters and Lindsay Baxley aka Lindsay Giles was also found to have improperly notarized a Will and Amended Trust of Simon) and Witnesses to the Execution of the alleged documents, Traci Kratish, Esq., Diana Banks, Rachel Walker and a John Doe signor, as well as, other witnesses William Stansbury and Donald Tescher, Esq. thus necessitating a new Trial after proper pre-trial proceedings are completed and a Case-Management Conference for a "complex" case is held before a non-conflicted and non-adverse judge;

16. That the circumstances of Judge Colin's handling of the case and specifically, including but not limited to, hearings held on Sept. 13, 2013<sup>13</sup> whereupon alleged Trustee Ted Bernstein appeared on the record claiming his fiduciary status as fiduciary for the Estate at a time he had not yet been appointed, a year after Simon's death at the time of the hearing, yet remaining silent as to various Frauds upon the Court admitted by his counsel, including an April 9, 2012 Petition for Discharge<sup>14</sup> claiming all beneficiaries had properly waived their interests and rights and Simon was in possession of them on that date. Ted Bernstein having known this to be false, as he did not complete his own Waiver until August 01, 2012 and therefore knew this statement that Simon had the completed Waivers in April 2012 to be false and further fraudulent actions involving the fiduciaries Tescher and Spallina who were acting as Simon's counsel at the time of the alleged signing and Ted's counsel when it was finally delivered to the Court as if Simon were delivering it alive Post Mortem months after his death while still acting as PR.
17. For clarification of this complex Post Mortem scheme, it should be noted that when Simon died, Ted was NOT appointed Successor PR by the Court while he maintained to the family on the day Simon died that he was acting as PR and acted as such and yet Ted was not appointed by Colin and issued Letters until October 13, 2013 after the hearing September 13, 2013 hearing that Colin threatened to read him Miranda's, leading to a series of bad rulings of Colin's that were designed to protect rather than have prosecuted those officers of his court involved in these frauds on the Court and the Beneficiaries. Yet, Ted's counsel Tescher and Spallina never filed for Letters for Ted when Simon died and instead they (Ted and his counsel Tescher and Spallina)

---

<sup>13</sup> September 13, 2013 Colin Hearing - Mirand Warnings and more  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130913%20TRANSCRIPT%20Emergency%20Hearing%20Colin%20Spallina%20Tescher%20Ted%20Manceri.pdf>

<sup>14</sup> April 09, 2012 Alleged Simon Full Discharge Waiver Deposited by him with the Court after he passed away.  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20120409%20Petition%20for%20Discharge%20Full%20Waiver%20Shirley%20SIGNED%2020120409%20NOT%20FILED%20UNTIL%2020121024.pdf>

all choose to use Simon as PR for months after he died to file fraudulently filed documents and in some instance forged and fraudulently notarized for Simon Post Mortem, all these criminal acts committed as part of a complex legal scam to create the appearance that Simon closed his wife's estate properly before he died and made changes to Beneficiaries and Fiduciaries and documents prior to his own death.

18. Ted introduced his friends Tescher and Spallina to his father to do estate planning so as that Ted could get business in return from them.
19. Spallina and Tescher, Ted's close business associates that he retained as his counsel to represent him as Personal Representative and Trustee and Ted Bernstein further sat idly by as he learned that his mother's estate was closed by his deceased father acting as PR at a time after his death and while Ted was claiming he was the PR (prior to Letters issued in October 2013) through a series of fraudulent acts of his counsel Spallina and Tescher and the totality of the circumstances indicating Judge Colin is a necessary and material fact witness as Eliot Bernstein attempted to inform this Court on July 30, 2015 and Sept. 15, 2015 and at Trial Dec. 15th, 2015 and further by opposition herein;
20. That Judge Colin having issued prior Orders denying Ted Bernstein's motions to deny Eliot's Standings and that Eliot Bernstein has standing in all cases before this Court until proper hearings and trial determine otherwise;
21. Eliot Bernstein was sued individually in this action and Eliot has filed a counter complaint that also gives him individual standing. Eliot is also the alleged Trustee of his children's trusts, trusts that to this day he still has not been given a copy of. Eliot is also a beneficiary of the Simon Estate, the Shirley Bernstein Trust and the Shirley Bernstein Estate. Eliot also is alleged to be a beneficiary of Simon's Trust, as Simon's 2012 Amended Trust, allegedly done days before his

death, was improperly constructed, leaving Eliot still a beneficiary. Eliot is an interested party individually in all cases.

22. That a continuance should have been granted for Eliot Bernstein for all hearings to determine if his minor children's counsel Candice Schwager could be admitted pro hac vice or otherwise be afforded additional time to retain counsel of his choosing as the minor children have not been represented at any hearings, despite Rose's own contention that the children need independent counsel and where the Court should demand deposit of adequate funds from the Trusts or from the parties responsible for the need for counsel, Tescher and Spallina, into a proper account for no less than \$100,000.00 for immediate retention of counsel for the minors, thereby negating any need for guardians (who would then need to get counsel and so a guardian would only add additional expenses);
23. Hampering this effort to retain counsel for the minor children is Rose and his client Ted, as alleged Successor Trustee, refusal to turn over records to counsel Schwager<sup>15</sup> acting on behalf of Eliot and his minor children whom she is retained to represent but cannot enter the cases until she is approved Pro Hac Vice, a determination she will be making after getting the necessary case files from the fiduciaries. Currently, efforts underway to provide Eliot and his children with local counsel for Schwager have proved unsuccessful and perhaps that is because Eliot has exposed Fraud on the Court and alleges Fraud by the Court and several South Florida lawyers and judges involved, leading to a blackballing effect whereby many contacted will not even return calls after learning of who is involved in the case and many are already aware and instantly refuse.

---

<sup>15</sup> Rose Letter Refusing to turn over documents to Attorney at Law Candice Schwager  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20160106%20Rose%20Denying%20to%20talk%20o%20r%20give%20information%20to%20Attorney%20Schwager.pdf>



24. The refusal to turn over documents by fiduciaries including Ted Bernstein have plagued this case from the start and continue to this day and in fact are what forced Eliot to seek counsel and Court relief to get documents statutorily owed to him in the first place as he and his children were denied dispositive documents for months after the death of his father and years after the death of his mother by Ted, Spallina, Tescher and others. Production requests are still outstanding and unheard by the Court, including records of the Court in toto due to the Fraud on the Court, which requires now discovery.
25. That no construction hearings have been held on the Wills, Trusts and instruments herein and / or not fully and fairly heard to determine beneficiaries, standing, valid trustees (where the PR of Simon's Estate Brian O'Connell has asserted an affirmative defense to the complaint in the Shirley Trust Construction case that Ted is NOT A VALID trustee serving in the Simon Trust under the terms of the trust<sup>16</sup> and if true would call for a rehearing of the validity hearing entirely with a new legally proper Trustee who is valid, not conflicted and not adverse to Beneficiaries as Ted is;
26. That hearings should be held on the removal of Ted Bernstein instantly by this Court from all fiduciary capacities PRIOR TO ANY ACTIONS involving Ted proceeding further and as the referenced September 13, 2013 hearing transcript footnoted herein already shows, Judge Colin had at that time of the first hearing in September 13, 2013 enough evidence involving TWO criminal acts learned and admitted to in the hearing involving Fraud on the Court and Fraud on the Beneficiaries, to state that he had enough evidence at that moment to read Ted and his counsel Spallina, Tescher (who did not appear but was represented) and Manceri their Miranda

---

<sup>16</sup> Brian O'Connell pleading Ted is NOT A VALID Trustee Under Slmon L Bernstein Amended and Restated Trust, Page 7  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20150217%20Answer%20%20Affirmative%20Defenses%20O'Connell%20States%20Ted%20is%20NOT%20VALID%20TRUSTEE.pdf>

Warnings, twice, yet no action has since been taken by Colin or the Phillips Court to remedy such actions that leave Ted and his counsel with “unclean hands” and involvement in criminal activities;

27. That the present motions of Ted Bernstein and Alan Rose should be stayed indefinitely;
28. That this Court having given reason to Eliot Bernstein that he would not receive a fair trial and having not received fair trials based upon the findings herein should now for this reason and others stated in two disqualification petitions filed against Judge Phillips, voluntarily mandatorily Disqualify from these proceedings.
29. Further, Judge Phillips is also now a necessary material and fact witness to the improper Post Recusal steering of the cases by Judge Colin to his Court, first to Judge Coates, a former Proskauer Rose Partner and where Proskauer is Counter Defendant in this action and also Coates formerly was retained by Eliot’s Iviewit technology companies at the heart of the estate and trust matters, yet Coates took the cases and files and concealed in Court in this case his prior involvement with Eliot and Simon Bernstein’s companies when he was a Proskauer Partner and held a hearing where he then Sua Sponte recused himself (after getting all the court’s confidential and non published records sent to him) and then passed the cases to Judge Phillips, the alleged intended target all along of Colin’s improper Post Recusal steering as cited in the disqualification motions filed<sup>17</sup> and <sup>18</sup> and thus Phillips should also instantly disqualify and void

---

<sup>17</sup> December 04, 2015 First Disqualification of Phillips  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20SIGNED%20NOTARIZED%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

and

Corrections

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151204%20FINAL%20CORRECTIONS%20to%20Disqualification%20of%20Florida%20Circuit%20Court%20Judge%20John%20L%20Phillips%20ECF%20STAMPED.pdf>

<sup>18</sup> December 28, 2015 Second Disqualification of Phillips

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151228%20FINAL%20SIGNED%20NOTARIZED>

his orders as required by Judicial Canons as he will soon be subpoenaed for deposition and as a witness to relevant matters about the case steering, for his acts outside the color of law in taking this case while knowing of his witness status, if not made a defendant in any further proceedings, state and federal, for continued Fraud by the Court and aiding and abetting and more.

30. That Judge Phillips knowing he is a material and fact witness and now potential defendant of charges of Fraud By the Court in these cases has an adverse interest to Eliot, his wife and their minor children that reflect in his intent to deprive Eliot and his three minor children and lovely wife of their fundamental due process rights.
31. Phillips has threatened Eliot and his wife Candice repeatedly with contempt for nothing other than to create false record, while at the December 15, 2015 hearing an attorney at law, Spallina and an officer the court commits and admits Fraud on the Court, Fraud on the Beneficiaries, Mail Fraud and more, yet at the same hearing Phillips is too busy threatening Candice and then removing her from participating and forcing her from the bench with Eliot as the records of the hearings reflect and simultaneously doing nothing when Spallina admits criminal misconduct in the proceedings directly involving the cases before him. This adverse interest and conflict with Eliot is because Eliot has accused Phillips, Judge Colin and Judge Coates of being part of the improper Post Recusal steering by Colin and transfer of the cases by Colin (who recused 1 day after denying a disqualification motion that alleged **FRAUD BY THE COURT OF COLIN**). Judge Phillips rude and threatening behaviors reflected in the transcripts of the hearings appear entirely in retaliation and to suppress Eliot's rights to fair hearings and Eliot fears that he and his children have not and cannot receive due process in the Phillips court.

---

[%20Second%20Disqualification%20of%20Judge%20Phillips%20after%20Validity%20Hearing%20on%20December%202015,%202015%20ECF%20STAMPED%20COPY.pdf](#)

32. The Proposed Order of Rose now attempts to remove Eliot's standing and his prior pleadings filed on behalf of himself and as Guardian of his minor children and remove his standing in the matters through this improper proposed Order without due process and in violation of Administrative Orders. The Order Rose has prepared for Phillips to sign does not accurately reflect the truth of the proceedings and is designed to remove Eliot's rights to his inheritancy through further denial of due process and procedure, even moving the court to attempt Gag Orders on Eliot and to suppress distribution of the December 15, 2016 hearing that exposes new frauds on the court and more.

33. That the Court should take **JUDICIAL NOTICE** and REPORT THE FOLLOWING CRIMINAL MISCONDUCT AND NEW FRAUD ON THE COURT INFORMATION ADMITTED TO BEFORE JUDGE PHILLIPS UNDER OATH BY SPALLINA, the sole witness to the validity hearing before Judge Phillips, who in the hearing violated his signed SEC consent Order for criminal conduct involving insider trading and admitted to new crimes under oath, including Fraud on the Court, Fraud on Beneficiaries, Mail Fraud and more in the December 15, 2016 hearing. **Spallina Perjured his testimony about not having pled to felony or misdemeanor charges as the SEC Order shows he plead to criminal conduct thus mandating it be either felony or misdemeanor criminal conduct.**

34. The following information is cause for impeachment of Spallina's testimony made with "unclean hands" and voiding of the validity hearings ruling due to the criminal conduct learned and committed in the Court on December 15, 2015 by Spallina, a court appointed officer of the court and a court appointed fiduciary in these matters. Therefore, immediate actions should be taken by the Court to notify proper authorities, including but not limited to, the SEC of the violation of his Consent Order that Spallina signed as evidenced in the referenced herein Consent Order, the

FBI regarding the newly admitted Mail Fraud, the Sheriff department regarding the newly admitted Fraud on the Court, Fraud on Beneficiaries and their counsel and the misuse of a deceased person's identity to close another deceased person's estate (now fully admitted), the Inspector General of the Courts due to the Fraud on the Court and alleged Fraud by the Court, the Chief Judge and where the Court is the scene of fresh new crimes of continued Fraud on the Court in these matters, this Court should disqualify itself entirely from the matters as it appears that one cannot investigate oneself or one's court and judicial friends and loves without a MASSIVE APPEARANCE OF IMPROPRIETY;

- a. On or about September 28, 2015, the SEC out of Washington, DC publicly announced Insider Trading and related charges in a separate action against Florida attorneys and Third-Party Defendants herein SPALLINA and TESCHER. That SPALLINA pled guilty of criminal misconduct and the SEC Consent signed by SPALLINA states,  
  
“2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey, (the “Criminal Action”).”<sup>19</sup>
- b. December 15, 2015 hearing under sworn oath as a witness in a Validity Hearing before Judge PHILLIPS, SPALLINA stated the following from the hearing transcript Page 93 Lines 14-22<sup>20</sup>;

---

<sup>19</sup> September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

<sup>20</sup> December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT  
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

14. . . . . THE COURT: You can answer the question, which  
 15. . . . is, did you plead to a felony?  
 16. . . . . MR. BERNSTEIN: Sorry, sir.  
 17. . . . . THE WITNESS: I have not.  
 18. . . . . THE COURT: Okay. Next question.  
 19. BY MR. BERNSTEIN:  
 20. . . . Q. Have you pled guilty to a misdemeanor?  
 21. . . . A. **I have not. [emphasis added]**  
 22. . . . Q. Were you involved in a insider trading case?  
 23. . . . . MR. ROSE: Objection. Relevance.  
 24. . . . . THE COURT: Sustained. Next question.

c. Further, in the SEC Consent signed by SPALLINA reads,

“12. Defendant understands and agrees to comply with the term of 17 C.P.R. f 202,S(e). which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C.. §523. that the allegations in the complaint are true...”

d. SPALLINA further states under sworn testimony at the Validity Hearing regarding the trust documents he created being valid admits to fraudulently altering a Shirley Trust Document and sending to Attorney at Law Christine Yates, Esq. representing the minor children of Eliot via the mail, Page 95 Lines 14-25 and Page 96 Line 1-19,

14. . . . Q. Mr. Spallina, have you been in discussion with  
 15. the Palm Beach County Sheriff's Office regarding the

16· ·Bernstein matters?  
17· ······MR. ROSE:· Objection.· Relevance.  
18· ······THE COURT:· Overruled.  
19· ······You can answer that.  
20· ······THE WITNESS:· Yes, I have.  
21· ·BY MR. BERNSTEIN:  
22· ··· Q· ·And did you state to them that you  
23· ·fraudulently altered a Shirley trust document and then  
24· ·sent it through the mail to Christine Yates?  
25· ··· A· ·Yes, I did.  
·1· ··· Q· ·Have you been charged with that by the Palm  
·2· ·Beach County Sheriff yet?  
·3· ··· A· ·No, I have not.  
·4· ··· Q· ·Okay· How many times were you interviewed by  
·5· ·the Palm Beach County Sheriff?  
·6· ······MR. ROSE:· Objection.· Relevance.  
·7· ······THE COURT:· Sustained.  
8· ·BY MR. BERNSTEIN:  
·9· ··· Q· ·Did you mail a fraudulently signed document to  
10· ·Christine Yates, the attorney for Eliot Bernstein's  
11· ·minor children?  
12· ······MR. ROSE:· Objection.· Relevance.  
13· ······THE COURT:· Overruled.  
14· ······THE WITNESS:· Yes.  
15· ·BY MR. BERNSTEIN:  
16· ··· Q· ·And when did you acknowledge that to the  
17· ·courts or anybody else?· When's the first time you came  
18· ·about and acknowledged that you had committed a fraud?  
19· ··· A· ·**I don't know that I did do that [emphasis added].**

e. SPALLINA then perjures himself in self contradiction when he tries to claim that his law firm did not mail Fraudulent documents to the court and commits here further FRAUD ON THE COURT when he then slips up and admits that his legal assistant and notary public Kimberly Moran, already prosecuted in these matters for fraudulent notarization and who has admitted forgery of six persons in these matters then sent the fraudulent documents back to the court when he states;

10· ·BY MR. BERNSTEIN:  
11· ··· Q· ·And what was she convicted for?  
12· ··· A· ·She had notarized the waiver releases of  
13· ·accounting that you and your siblings had previously  
14· ·provided, and we filed those with the court.

15 · · · · Q · We filed those with the court.  
16 · · · · · Your law firm submitted fraudulent documents  
17 · to the court?  
18 · · · · A · No · We filed -- we filed your original  
19 · documents with the court that were not notarized, and  
20 · the court had sent them back.  
21 · · · · Q · And then what happened?  
22 · · · · A · And then Kimberly forged the signatures and  
23 · notarized those signatures and sent them back.

- f. That not only does SPALLINA admit to Felony criminal acts that have not yet been investigated but admits that his office members are also involved in proven Fraudulent Creation of a Shirley Trust and where MORAN has already admitted six counts of forgery for six separate parties (including for a deceased Simon and for Eliot) and fraudulent notarizations of such documents when Spallina states in the hearing Pages 102-103,

102  
20 · · · · · MR. BERNSTEIN: · Sure.  
21 · BY MR. BERNSTEIN:  
22 · · · · Q · You've testified here about Kimberly Moran.  
23 · · · · · Can you describe your relationship with her?  
24 · · · · A · She's been our long-time assistant in the  
25 · office.

103  
·1 · · · · Q · Was she convicted of felony fraudulent  
·2 · notarization in the Estate of Shirley Bernstein?  
·3 · · · · · MR. ROSE: · Objection · Relevance.  
·4 · · · · · THE COURT: · Overruled.  
·5 · · · · · You're asking if she was convicted of a felony  
·6 · · · with respect to the Estate of Shirley Bernstein?  
·7 · · · · · You can answer the question.  
·8 · · · · · MR. BERNSTEIN: · Correct.  
·9 · · · · · THE WITNESS: · I believe she was.

- g. SPALLINA then claims that it is “standard operating procedure” for he and his clients to sign sworn Final Waivers under penalty of perjury with knowingly and irrefutably false statements and admitting that the April 09, 2012 Full Waiver



(already referenced and linked herein) submitted to this Court by Spallina's law firm in October of 2012 by Simon Bernstein, at a time after his death on September 13, 2012 and yet still acting as the Personal Representative, signed under penalty of perjury allegedly by Simon Bernstein and witnessed by Spallina, contained knowingly false statements . Then SPALLINA had a deceased Simon file that alleged sworn document with the Court as Personal Representative on a date after his death as part of a Fraud on the Court and Fraud on the Beneficiaries and Interested Parties. SPALLINA states in testimony as follows,

Pages 108-110

17 · . . . Q. · Okay. · Are you aware of an April 9th full  
18 · waiver that was allegedly signed by Simon and you?  
19 · . . . A. · Yeah. · That was the waiver that he had signed.  
20 · And then in the May meeting, we discussed the five of  
21 · you, all the children, getting back the waivers of the  
22 · accountings.  
23 · . . . Q. · Okay. · And in that April 9th full waiver you  
24 · used to close my mother's estate, does Simon state that  
25 · he has all the waivers from all of the parties?  
·1 · . . . A. · He does. · We sent out -- he signed that, and  
·2 · we sent out the waivers to all of you.  
·3 · . . . Q. · Okay. · So on April 9th of 2012, Simon signed,  
·4 · with your presence, because your signature's on the  
·5 · document, a document stating he had all the waivers in  
·6 · his possession from all of his children.  
·7 · . . . · Had you sent the waivers out yet as of  
·8 · April 9th?

...

20 · BY MR. BERNSTEIN:

21 · . . . Q. · April 9th, 2012, you have a signed full waiver  
22 · of Simon's that says that he is in possession of all of  
23 · the signed waivers of all of the parties?  
24 · . . . A. · Standard operating procedure, to have him  
25 · sign, and then to send out the documents to the kids.

...

·1 · . . . Q. · Was Simon in possession -- because it's a  
·2 · sworn statement of Simon saying, I have possession of  
·3 · these waivers of my children on today, April 9th,  
·4 · correct, the day you two signed that?

·5· . . . . . Okay. So if you hadn't sent out the waivers  
·6· yet to the --  
·7· . . . A. I'm not certain when the waivers were sent  
·8· out.  
·9· . . . Q. Were they sent out after the --  
10· . . . A. I did not send them out.  
11· . . . Q. Okay. More importantly, when did you receive  
12· those? Was it before April 9th or on April 9th?  
13· . . . A. We didn't receive the first one until May.  
14· And it was your waiver that we received.  
15· . . . Q. So how did you allow Simon, as his attorney,  
16· to sign a sworn statement saying he had possession of  
17· all of the waivers in April if you didn't get mine 'til  
18· May?  
19· . . . . MR. ROSE: Objection. I think it's relevance  
20· . . . and cumulative. He's already answered.  
21· . . . . THE COURT: What's the relevance?  
22· . . . . MR. BERNSTEIN: Oh, this is very relevant.  
23· . . . . THE COURT: What is the relevance on the issue  
24· . . . that I have to rule on today?  
25· . . . . MR. BERNSTEIN: On the validity? Well, it's  
1· . . . relevant. If any of these documents are relevant,  
·2· . . . this is important if it's a fraud.  
·3· . . . . THE COURT: I'll sustain the objection.  
·4· . . . . MR. BERNSTEIN: Okay. Can I -- okay.  
·5· BY MR. BERNSTEIN:  
·6· . . . Q. When did you get -- did you get back prior to  
·7· Simon's death all the waivers from all the children?  
·8· . . . A. No, we did not.  
·9· . . . Q. So in Simon's April 9th document where he  
10· says, he, Simon, on April 9th has all the waivers from  
11· his children while he's alive, and you didn't even get  
12· one 'til after he passed from one of his children, how  
13· could that be a true statement?  
14· . . . . MR. ROSE: Objection. Relevance. Cumulative.  
15· . . . . THE COURT: Sustained.

h. Finally, SPALLINA also perjures himself under sworn oath at the hearing when testifying to the status of his Florida Bar license, which at this time he is listed as

“Not Eligible to Practice Law in Florida”<sup>21</sup>” when he states in the December 15, 2015 hearing,

Page 91

7· ·BY MR. BERNSTEIN:

8· ···· Q· ·Mr. Spallina, you were called today to provide  
9· ·some expert testimony, correct, on the --

10· ···· A· ·No, I was not.

11· ···· Q· ·Oh, okay. · You're just going based on your  
12· ·doing the work as Simon Bernstein's attorney and Shirley  
13· ·Bernstein's attorney?

14· ···· A· ·Yes.

15· ···· Q· ·Okay. · Are you still an attorney today?

16· ···· A· ·I am not practicing.

17· ···· Q· ·Can you give us the circumstances regarding  
18· ·that?

19· ···· A· ·I withdrew from my firm.

Pages 120-121

19· ·BY MR. BERNSTEIN:

20· ···· Q· ·Did you -- are you a member of the Florida  
21· ·Bar?

22· ···· A· ·Yes, I am.

23· ···· Q· ·Currently?

24· ···· A· ·Yes, I am.

25· ···· Q· ·Okay. · You said before you surrendered your  
·1· ·license.

·2· ···· A· ·I said I withdrew from my firm. · It wasn't  
·3· ·that I was not practicing.

- i. Spallina further Perjures his testimony when asked if the Fraudulent Shirley Trust he created by Post Mortem fraudulently altering a Shirley Amendment and disseminated through the mail attempted to change the beneficiaries of the Shirley Trust and he answered no. Yet, the following analysis shows different;

22· ·BY MR. BERNSTEIN:

---

<sup>21</sup> [https://www.floridabar.org/wps/portal/flbar/home/attysearch/mprofile!/ut/p/a1/jc\\_LDolwEAXQT-ptthRaWo6mkRazxgdCNYUWaKLowfr\\_42LioOrtJzs3cYZ41zA\\_dLftdNZyH7vjYvTxACM3dBrawxEHIOI3ZggSEHEE7girnxJMMNktoDIOr2qgtF7RM\\_8sjMoRf-T3zn8RJNQO5BXKtp0AxeYNIRTj-HTx\\_eJ2II7ycdg2C6e8\\_WXgh/dl5/d5/L2dBISEvZ0FBIS9nQSEh/?mid=497381](https://www.floridabar.org/wps/portal/flbar/home/attysearch/mprofile!/ut/p/a1/jc_LDolwEAXQT-ptthRaWo6mkRazxgdCNYUWaKLowfr_42LioOrtJzs3cYZ41zA_dLftdNZyH7vjYvTxACM3dBrawxEHIOI3ZggSEHEE7girnxJMMNktoDIOr2qgtF7RM_8sjMoRf-T3zn8RJNQO5BXKtp0AxeYNIRTj-HTx_eJ2II7ycdg2C6e8_WXgh/dl5/d5/L2dBISEvZ0FBIS9nQSEh/?mid=497381)

23. . . . Q. Did the fraudulently altered document change  
24. the beneficiaries that were listed in Shirley's trust?  
25. . . . A. **They did not [emphasis added].**

Now comparing the language in the two documents the Court can see that this statement is wholly untrue. From the alleged Shirley Trust document,

“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 [emphasis added]** shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL !ANTONI 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.”<sup>22</sup>

Then the language from the fraudulent amendment states;

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM '), 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 respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder."

Clearly the fraudulent amendment attempts to remove from the predeceased language regarding TED and PAMELA’s lineal descendants from being excluded by removing them from the original trust language as being considered predeceased and thus change the beneficiaries of the Shirley Trust. In fact, adding Ted and Pam’s lineal descendants back into the trust would give them a chance to convert improperly %40 of the value to their families from %0.

---

<sup>22</sup> Shirley Trust Page 7

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/Shirley%20Trust%20plus%20fraudulent%20amendment%202.pdf>

This perjury by Spallina, acting already with proven unclean hands and admitted to crimes in the Estates and Trusts of Simon and Shirley Bernstein changed the outcome of the validity hearing adding cause for a rehearing and voiding the Order that resulted, which were already void and of no effect since Judge Phillips should have already voluntarily mandatorily disqualified himself from the proceedings prior to holding any hearings.

35. That as for Ted being qualified as a fiduciary, the following passage from the December 15, 2015 hearing that Ted called for to prove the validity of the dispositive documents after his former counsel admitted criminal activities shows that Ted, who used this disgraced attorney Spallina as his star and only witness to validate the documents, did nothing to validate the documents himself as Trustee to protect the beneficiaries harmed by his former counsels actions, his friend and business associate when he states, under oath,

Page 206-210

25 · · · · Q · · Okay · Ted, you were made aware of Robert  
1 · Spallina's fraudulent alteration of a trust document of  
2 · your mother's when?  
3 · · · · A · I believe that was in the early 2013 or '14.  
4 · · · · Q · Okay · And when you found out, you were the  
5 · fiduciary of Shirley's trust, allegedly?  
6 · · · · A · I'm not sure I understand the question.  
7 · · · · Q · When you found out that there was a fraudulent  
8 · alteration [sic] of a trust document, were you the  
9 · fiduciary in charge of Shirley's trust?  
10 · · · · A · I was trustee, yes · I am trustee, yes.  
11 · · · · Q · And your attorneys, Tescher and Spallina, and  
12 · their law firm are the one who committed that fraud,  
13 · correct, who altered that document?  
14 · · · · A · That's what's been admitted to by them,  
15 · correct.  
16 · · · · Q · Okay · So you became aware that your counsel  
17 · that you retained as trustee had committed a fraud,  
18 · correct?  
19 · · · · A · Correct.  
20 · · · · Q · What did you do immediately after that?  
21 · · · · A · The same day that I found out, I contacted

22· ·counsel· I met with counsel on that very day· I met  
23· ·with counsel the next day· I met with counsel the day  
24· ·after that.

25· ···· Q· ·Which counsel?

·1· ···· A· ·Alan Rose.

···

P 209-210

24· ·BY MR. BERNSTEIN:

25· ···· Q· ·Have you seen the original will and trust of  
·1· ·your mother's?

·2· ···· A· ·Can you define original for me?

·3· ···· Q· ·The original.

·4· ···· A· ·The one that's filed in the court?

·5· ···· Q· ·Original will or the trust.

·6· ···· A· ·I've seen copies of the trusts.

·7· ···· Q· ·Have you done anything to have any of the  
·8· ·documents authenticated since learning that your  
·9· ·attorneys had committed fraud in altering dispositive  
10· ·documents that you were in custody of?

11· ······ MR. ROSE:· Objection· Relevance.

12· ······ THE COURT:· Overruled.

13· ······ THE WITNESS:· I have not.

14· ·BY MR. BERNSTEIN:

15· ···· Q· ·So you as the trustee have taken no steps to

16· ·validate these documents; is that correct?

17· ···· A· ·Correct.

36. Finally, as reported by the Palm Beach Post<sup>23</sup> and others in an evolving story of

Probate/Guardian abuse emanating from Florida's courts, similar to the bank and mortgage frauds that found judges and lawyers fraudulently conveying properties through "robo signing" aka bank fraud, forgery and more, Florida's Judges are coming under fire for their bizarre behaviors of probate/guardianship abuses and basically grave robbing Florida's elderly as has been evidenced herein, where dead person's identities are used to commit Fraud on the Court and when discovered covered up by further Fraud by the Court in conjunction with the lawyers and guardians and judges.

---

<sup>23</sup> <http://www.mypalmbeachpost.com/guardianships-elizabeth-savitt/>  
and  
<http://aaapg.net/florida-the-judges-wife-a-frequent-court-appointed-guardian/>

WHEREFORE, the proposed Order of Ted Bernstein is Objected to herein and an Alternate Order submitted.

Dated: January 19, 2016

**/s/Eliot Ivan Bernstein**

Eliot Ivan Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434  
561-245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

**CERTIFICATE OF SERVICE**

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 19th day of January, 2016.

**/s/Eliot Ivan Bernstein**

Eliot Ivan Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434  
561-245-8588  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

**SERVICE LIST**

<b>COUNTER DEFENDANT</b> Robert L. Spallina, Esq., Tescher & Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 <a href="mailto:rspallina@tescherspallina.com">rspallina@tescherspallina.com</a> <a href="mailto:kmoran@tescherspallina.com">kmoran@tescherspallina.com</a> <a href="mailto:ddustin@tescherspallina.com">ddustin@tescherspallina.com</a>	<b>COUNTER DEFENDANT</b> Ted Bernstein, Individually 880 Berkeley Boca Raton, FL 33487 <a href="mailto:tbernstein@lifeinsuranceconcept.com">tbernstein@lifeinsuranceconcept.com</a>	<b>COUNTER DEFENDANT</b> John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401
---	---	--

<p><b>COUNTER DEFENDANT</b>  Donald Tescher, Esq.,  Tescher &amp; Spallina, P.A.  Wells Fargo Plaza  925 South Federal Hwy Suite  500  Boca Raton, Florida 33432  dtescher@tescherspallina.com  ddustin@tescherspallina.com  kmoran@tescherspallina.com</p>	<p><b>COUNTER DEFENDANT</b>  Ted Bernstein  Life Insurance Concepts et al.  950 Peninsula Corporate Circle  Suite 3010  Boca Raton, FL 33487  tbernstein@lifeinsuranceconcep  ts.com</p>	<p><b>COUNTER DEFENDANT</b>  Pankauski Law Firm PLLC  120 South Olive Avenue  7th Floor  West Palm Beach, FL 33401  courtfilings@pankauskilawfirm.  com  john@pankauskilawfirm.com</p>
<p><b>COUNTER DEFENDANT</b>  Donald Tescher, Esq.,  Tescher &amp; Spallina, P.A.  Wells Fargo Plaza  925 South Federal Hwy Suite  500  Boca Raton, Florida 33432  dtescher@tescherspallina.co  m  ddustin@tescherspallina.co  m  kmoran@tescherspallina.co  m</p>	<p><b>COUNTER DEFENDANT &amp;  COUNSEL TO TED BERNSTEIN  SERVED</b>  Alan B. Rose, Esq.  PAGE, MRACHEK, FITZGERALD,  ROSE, KONOPKA, THOMAS &amp;  WEISS, P.A.  505 South Flagler Drive, Suite  600  West Palm Beach, Florida 33401  arose@pm-law.com  and  arose@mrachek-law.com</p>	<p><b>Counter Defendant</b>  TESCHER &amp; SPALLINA, P.A.  Wells Fargo Plaza  925 South Federal Hwy Suite  500  Boca Raton, Florida 33432  dtescher@tescherspallina.com  ddustin@tescherspallina.com  kmoran@tescherspallina.com</p>
	<p>Pamela Simon  President  STP Enterprises, Inc.  303 East Wacker Drive  Suite 210  Chicago IL 60601-5210  psimon@stpcorp.com</p>	<p><b>Counter Defendant</b>  Mark R. Manceri, Esq., and  Mark R. Manceri, P.A.,  2929 East Commercial  Boulevard  Suite 702  Fort Lauderdale, FL 33308  mrmlaw@comcast.net  mrmlaw1@gmail.com</p>
<p><b>Counter Defendant</b>  L. Louis Mrachek, Esq.  PAGE, MRACHEK, FITZGERALD,  ROSE, KONOPKA, THOMAS &amp;  WEISS, P.A.  505 South Flagler Drive, Suite</p>	<p><b>Counter Defendant</b>  Charles D. Rubin  Managing Partner  Gutter Chaves Josepher Rubin  Forman Fleisher Miller PA  Boca Corporate Center</p>	<p><b>Counter Defendant</b>  Kimberly Moran  Tescher &amp; Spallina, P.A.  Wells Fargo Plaza  925 South Federal Hwy Suite  500</p>



<p>600 West Palm Beach, Florida 33401 lmrachek@mrachek-law.com</p>	<p>2101 NW Corporate Blvd., Suite 107 Boca Raton, FL 33431-7343 crubin@floridatax.com</p>	<p>Boca Raton, Florida 33432 kmoran@tescherspallina.com</p>
<p><b>Counter Defendant</b> Lindsay Baxley aka Lindsay Giles Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 lindsay@lifeinsuranceconcepts.com</p>	<p><b>Counter Defendant</b> Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner Ciklin Lubitz Martens &amp; O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com</p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>
<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	

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

TED BERNSTEIN, as Trustee  
of the Shirley Bernstein Trust Agreement  
dated May 20, 2008, as amended,

Probate Division  
Case No.: 502014CP003698XXXXNBIJ

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;  
MICHAEL BERNSTEIN; MOLLY SIMON;  
PAMELA B. SIMON, Individually and as Trustee  
f/b/o Molly Simon under the Simon L. Bernstein Trust  
Dtd 9/13/12; ELIOT BERNSTEIN, individually, as  
Trustee f/b/o D.B., Ja. B. and Jo. B. under the  
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf  
of his minor children D.B., Ja. B. and Jo. B.;;  
JILL IANTONI, Individually, as Trustee f/b/o J.I.  
under the Simon L. Bernstein Trust Dtd 9/13/12,  
and on behalf of her Minor child J.I.;;  
MAX FRIEDSTEIN; LISA FRIEDSTEIN, Individually,  
as Trustee f/b/o Max Friedstein and C.F., under the  
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf  
of her minor child, C.F.,

Defendants.

**ALTERNATE ORDER**

THIS CAUSE came before the Court for hearing on January 14, 2016 on Successor Trustee Ted Bernstein and Alan Rose's Motion for Appointment of a Guardian Ad Litem to Represent the Interests of Eliot Bernstein's Children and other relief, and Eliot I. Bernstein having filed Opposition and appeared in Opposition. The Court, having considered the record, heard argument of counsel and the parties and having reconsidered the record and being otherwise fully advised in the premises, hereby ORDERS AND ADJUDGES:

1. Strike the Proposed Order of Alan B. Rose and Ted Bernstein in entirety;
2. That Florida Statutes 733.707, 736.0103, 731.201 (2)(4)(9)(11)(20) and (23) give Eliot standing as a Beneficiary, Heir and Interested Person and Trustee of the Eliot Bernstein Family Trust in this case and the Simon Estate, the Simon Trust and the Shirley Estate.
3. That there was no Construction Hearing held, Noticed or Scheduled;
4. That proper pre-trial procedures thus were not followed and must be corrected in furtherance of justice;
5. That the present motions of Ted Bernstein and Alan Rose are stayed indefinitely;
6. Judge Phillips mandatorily disqualify himself and void ALL orders for all the reasons stated in the disqualifications and for newly discovered factual admissions of fraud on the court learned at the December 15, 2015 hearing and further fraud on the court continued through perjured statements made under oath in testimony by a former officer of the court and former fiduciary constituting perjury, obstruction and more;
7. Instantly report new Admissions before this Court and perjurious statements made in the December 15, 2016 validity hearing by attorney at law, former officer of the court and former fiduciary in the Simon Bernstein Estate and Trust, Robert Spallina's admissions of his newly admitted Fraud on the Court, Fraud on Beneficiaries, Mail Fraud and Violations of his signed SEC Consent Order for Securities Fraud and Insider Trading to all the proper authorities, including but not limited to, the Inspector General of the Courts, the Chief Judge of 15th Judicial,
8. That the new Court demand deposit of adequate funds from the Trusts or from bonding of the responsible parties for causing the need for counsel into a proper account for no less than \$100,000.00 for immediate retention of counsel of Eliot's choosing for the minor

children as they have not been represented at hearings despite their standing as alleged beneficiaries and despite the fact that the conflict arises due to the fraud on the court by the prior fiduciaries and their counsel as proven already and or provide leave to Eliot Bernstein to re-apply immediately for funds for Counsel upon a new Judge presiding.

DONE and ORDERED in Chambers, North County Courthouse in Palm Beach Gardens, Florida, on this \_\_\_th day of January, 2016.

HONORABLE JOHN L. PHILLIPS  
Circuit Court Judge

Copies to: Attached Service List

**SERVICE LIST**

<p><b>COUNTER DEFENDANT</b> Robert L. Spallina, Esq., Tescher &amp; Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 rspallina@tescherspallina.com kmoran@tescherspallina.com <a href="mailto:ddustin@tescherspallina.com">ddustin@tescherspallina.com</a></p>	<p><b>COUNTER DEFENDANT</b> Ted Bernstein, individually 880 Berkeley Boca Raton, FL 33487 <a href="mailto:tbernstein@lifeinsuranceconcepts.com">tbernstein@lifeinsuranceconcepts.com</a></p>	<p><b>COUNTER DEFENDANT</b> John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401</p>
<p><b>COUNTER DEFENDANT</b> Donald Tescher, Esq., Tescher &amp; Spallina, P.A. Wells Fargo Plaza 925 South Federal Hwy Suite 500 Boca Raton, Florida 33432 dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>	<p><b>COUNTER DEFENDANT</b> Ted Bernstein Life Insurance Concepts et al. 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com</p>	<p><b>COUNTER DEFENDANT</b> Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</p>

<p><b>COUNTER DEFENDANT</b>  Donald Tescher, Esq.,  Tescher &amp; Spallina, P.A.  Wells Fargo Plaza  925 South Federal Hwy Suite  500  Boca Raton, Florida 33432  dtescher@tescherspallina.com  ddustin@tescherspallina.com  kmoran@tescherspallina.com</p>	<p><b>COUNTER DEFENDANT &amp; COUNSEL TO TED BERNSTEIN SERVED</b>  Alan B. Rose, Esq.  PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS &amp; WEISS, P.A.  505 South Flagler Drive, Suite 600  West Palm Beach, Florida 33401  arose@pm-law.com  and  arose@mrachek-law.com</p>	<p><b>Counter Defendant</b>  TESCHER &amp; SPALLINA, P.A.  Wells Fargo Plaza  925 South Federal Hwy Suite 500  Boca Raton, Florida 33432  dtescher@tescherspallina.com  ddustin@tescherspallina.com  kmoran@tescherspallina.com</p>
	<p>Pamela Simon  President  STP Enterprises, Inc.  303 East Wacker Drive  Suite 210  Chicago IL 60601-5210  psimon@stpcorp.com</p>	<p><b>Counter Defendant</b>  Mark R. Manceri, Esq., and  Mark R. Manceri, P.A.,  2929 East Commercial  Boulevard  Suite 702  Fort Lauderdale, FL 33308  mrmlaw@comcast.net  mrmlaw1@gmail.com</p>
<p><b>Counter Defendant</b>  L. Louis Mrachek, Esq.  PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS &amp; WEISS, P.A.  505 South Flagler Drive, Suite 600  West Palm Beach, Florida 33401  lmrachek@mrachek-law.com</p>	<p><b>Counter Defendant</b>  Charles D. Rubin  Managing Partner  Gutter Chaves Josepher Rubin  Forman Fleisher Miller PA  Boca Corporate Center  2101 NW Corporate Blvd., Suite 107  Boca Raton, FL 33431-7343  crubin@floridatx.com</p>	<p><b>Counter Defendant</b>  Kimberly Moran  Tescher &amp; Spallina, P.A.  Wells Fargo Plaza  925 South Federal Hwy Suite 500  Boca Raton, Florida 33432  kmoran@tescherspallina.com</p>
<p><b>Counter Defendant</b>  Lindsay Baxley aka Lindsay Giles  Life Insurance Concepts  950 Peninsula Corporate Circle  Suite 3010  Boca Raton, FL 33487  lindsay@lifeinsuranceconcepts.c</p>	<p><b>Counter Defendant</b>  Estate of Simon Bernstein  Personal Representative  Brian M. O'Connell, Partner  Ciklin Lubitz Martens &amp; O'Connell  515 N Flagler Drive</p>	<p>Jill Iantoni  2101 Magnolia Lane  Highland Park, IL 60035  jilliantoni@gmail.com</p>

om	20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com jfoglietta@ciklinlubitz.com	
Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com	

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CASE No. 502014CP003698XXXXNB

TED BERNSTEIN,

Plaintiff,

-vs-

DONALD R. TESCHER, ELIOT IVAN BERNSTEIN,  
LISA SUE FRIEDSTEIN, JILL MARLA IANTONI, et al.,

Defendants.

---

TRIAL BEFORE THE HONORABLE  
JOHN L. PHILLIPS  
VOLUME 1 PAGES 1 - 114

Tuesday, December 15, 2015  
North County Courthouse  
Palm Beach Gardens, Florida 33410  
9:43 a.m. - 4:48 p.m.

Reported By:  
Shirley D. King, RPR, FPR  
Notary Public, State of Florida  
West Palm Beach Office Job #1358198 - VOL 1

2  
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

APPEARANCES:

On behalf of the Plaintiff:

ALAN ROSE, ESQUIRE  
GREGORY WEISS, ESQUIRE  
MRACHEK FITZGERALD ROSE KONOPKA  
THOMAS & WEISS, P.A.  
505 South Flagler Drive, Suite 600  
West Palm Beach, Florida 33401  
Phone: 561.655.2250  
E-mail: Arose@mrachek-law.com

On behalf of the Defendant:

ELIOT IVAN BERNSTEIN, PRO SE, ESQUIRE  
2753 NW 34th Street  
Boca Raton, Florida 33434  
Phone: 561.245.8588  
E-mail: Iviewit@iviewit.tv

On behalf of Molly Simon, Alexandra, Eric & Michael  
Bernstein:

JOHN P. MORRISSEY, ESQUIRE  
LAW OFFICE OF JOHN P. MORRISSEY, P.A.  
330 Clematis Street  
Suite 213  
West Palm Beach, Florida  
Phone: 561.833.0866  
E-mail: John@jmorrisseylaw.com



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

- - -  
I N D E X  
- - -

WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
ROBERT SPALLINA				
BY MR. ROSE:	11			
BY MR. MORRISSEY:		82		
BY MR. BERNSTEIN:		91		

- - -  
E X H I B I T S  
- - -

NUMBER	DESCRIPTION	PAGE
PLAINTIFF'S EX. 1	COPY OF SHIRLEY'S WILL	34
PLAINTIFF'S EX. 2	SHIRLEY BERNSTEIN TRUST AGREEMENT	62
PLAINTIFF'S EX. 3	FIRST AMENDMENT OF SHIRLEY BERNSTEIN'S TRUST	39
PLAINTIFF'S EX. 4	SI'S NEW WILL	70
PLAINTIFF'S EX. 5	SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT	72
PLAINTIFF'S EX. 7	DOCUMENT	20
PLAINTIFF'S EX. 9	11/16/07 INTAKE SHEET	13
PLAINTIFF'S EX. 10	MEETING NOTES	14
PLAINTIFF'S EX. 11	4/19/08 LETTER	27
PLAINTIFF'S EX. 13	NOTES	46
PLAINTIFF'S EX. 14	EMAIL FROM ELIOT BERNSTEIN	61
PLAINTIFF'S EX. 15	5/24/12 LETTER	64
PLAINTIFF'S EX. 16	DURABLE POWER OF ATTORNEY	66
PLAINTIFF'S EX. 17	LETTER	73

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

- - -

E X H I B I T S (cont'd)

- - -

PLAINTIFF'S EX. 18	DEATH CERTIFICATE	74
PLAINTIFF'S EX. 40A-F	GREENWALD DOCUMENTS	17
DEFENDANT'S EX. 1	FIRST AMENDMENT TO SHIRLEY BERNSTEIN TRUST AGREEMENT	102

1 P R O C E E D I N G S

2 - - -

3 THE COURT: We're here on the Bernstein case.  
4 Everybody ready to go?

5 MR. ROSE: Good morning, Your Honor. Yes.  
6 Alan Rose on behalf of the plaintiff, Ted S.  
7 Bernstein, as successor trustee.

8 THE COURT: Okay.

9 MR. ROSE: And with me is my partner, Greg  
10 Weiss. May not be for the whole trial, but he is  
11 with us for the beginning.

12 THE COURT: Okay. Well, great. Thanks for  
13 coming.

14 And who's on the other side?

15 MR. BERNSTEIN: Eliot Bernstein, pro se, sir.

16 THE COURT: Okay. You're not going to have  
17 any counsel? Who's with you at the table?

18 MR. BERNSTEIN: That's my lovely wife,  
19 Candice.

20 THE COURT: All right. And why are you at the  
21 table?

22 MR. BERNSTEIN: That's one of the questions I  
23 would like to address. I'm here individually.

24 THE COURT: Right.

25 MR. BERNSTEIN: And I was sued individually.

1 But I'm also here on behalf, supposedly, of my  
2 minor children, who aren't represented by counsel.  
3 And I'm sued as a trustee of a trust that I've  
4 never possessed.

5 THE COURT: Are you asking me a question?

6 MR. BERNSTEIN: Yes.

7 THE COURT: What's the question?

8 MR. BERNSTEIN: Well, my children are being  
9 sued.

10 THE COURT: What's the question?

11 MR. BERNSTEIN: And I was sued as their  
12 trustee, but I'm --

13 THE COURT: Stop, please.

14 MR. BERNSTEIN: Yes, sir.

15 THE COURT: I would love to talk with you all  
16 day --

17 MR. BERNSTEIN: Okay.

18 THE COURT: -- but we're not going to have  
19 that happen.

20 MR. BERNSTEIN: Okay.

21 THE COURT: This is not a conversation. This  
22 is a trial. So my question is, What is your  
23 question? You said you had a question.

24 MR. BERNSTEIN: I tried to get counsel for my  
25 children who was willing to make a pro hoc vice --

1 THE COURT: When will you ask me the question?

2 Because this is all --

3 MR. BERNSTEIN: Well, I'd like to stay the  
4 proceeding.

5 THE COURT: Okay. The request for a  
6 continuance is denied. Thank you.

7 MR. BERNSTEIN: Have you read the filing I  
8 filed? Because my children are minor --

9 THE COURT: Was that your question?

10 MR. BERNSTEIN: Well, my children are  
11 minors --

12 THE COURT: Please stop.

13 MR. BERNSTEIN: -- and they're not represented  
14 here.

15 THE COURT: What is your name again, sir?

16 MR. BERNSTEIN: Eliot Bernstein.

17 THE COURT: Okay. Mr. Bernstein, I'll be  
18 courteous, unless it doesn't work; then I'll be  
19 more direct and more aggressive in enforcing the  
20 rules that I follow when I conduct trials.

21 I've asked you several times if you had  
22 questions. You finally asked me one, and it was,  
23 Did you read my filing? No, I did not. You asked  
24 for a continuance. I have denied that because it's  
25 untimely.

1           Now I'm turning back to the plaintiff, and  
2 we're going forward with this trial. That is one  
3 day set on my docket. We're going to have this  
4 trial done by the end of the day. You'll have half  
5 the time to use as you see fit; so will the other  
6 side. I'll not care if you waste it, but I'll not  
7 participate in that. Thank you.

8           Now, from the plaintiff's side, what is it  
9 that the Court is being asked to decide today?

10          MR. ROSE: Before I answer, could  
11 Mr. Morrissey make an appearance, sir?

12          THE COURT: All right.

13          MR. MORRISSEY: Yes, I'm here on behalf of  
14 four of the defendants, Judge, four adult  
15 grandchildren, Alexandra Bernstein, Eric Bernstein  
16 Michael Bernstein and Molly Simon, all of whom have  
17 joined in the plaintiff's complaint today.

18          THE COURT: Okay. Last time I'll ask this  
19 question of the plaintiff. What is it that I'm  
20 asked to decide today?

21          MR. ROSE: We are asking you to decide whether  
22 five testamentary documents are valid, authentic  
23 and enforceable. And that is set forth in count  
24 two of the amended complaint in this action. The  
25 five documents are a 2008 will of Shirley

1 Bernstein, a 2008 trust of Shirley Bernstein, and  
2 an amendment by Shirley Bernstein to her 2008  
3 trust.

4 THE COURT: When was the amendment?

5 MR. ROSE: Amendment was in November of 2008.

6 THE COURT: All right. So there's also a 2008  
7 amendment?

8 MR. ROSE: Yes, sir. In fact, I have a -- I  
9 don't know if you can read it, but I did put up  
10 here on the -- there are seven testamentary  
11 documents. We believe five of them to be valid and  
12 operative, and two of them to have been with --  
13 revoked by later documents.

14 So for Shirley, there are three documents that  
15 count two seeks you to determine are valid,  
16 authentic and enforceable according to their terms.

17 And for Simon Bernstein, he has a 2012 will,  
18 and a 2012 amended and restated trust agreement.  
19 And we're asking that these five documents be  
20 validated today.

21 There also is a 2008 will and trust that  
22 you'll hear testimony were prepared, but have been  
23 revoked and superseded by later documents.

24 THE COURT: Does everybody agree that Simon's  
25 2008 will and trust are invalid or is there some

1 claim that they're valid?

2 MR. ROSE: I can't answer.

3 THE COURT: All right. I'll ask.

4 Are you claiming that the Simon Bernstein 2008  
5 will or 2008 trust are valid, or do you agree that  
6 they are invalid?

7 MR. BERNSTEIN: Well, I individually disagree.

8 THE COURT: Okay. Thank you.

9 MR. BERNSTEIN: And my children --

10 THE COURT: I just wanted to know --

11 MR. BERNSTEIN: -- aren't represented by  
12 counsel, so they can't have an opinion --

13 THE COURT: Okay.

14 MR. BERNSTEIN: -- even though they're parties  
15 to the case.

16 THE COURT: Okay. Like I say, you can waste  
17 all your time you want. I won't object to it, but  
18 I won't participate in it.

19 You can put on your first witness.

20 MR. ROSE: Thank you. Plaintiff will call  
21 Robert Spallina.

22 Thereupon,

23 (ROBERT SPALLINA)

24 having been first duly sworn or affirmed, was examined  
25 and testified as follows:



1 THE WITNESS: I do.

2 MR. ROSE: May I approach, Your Honor?

3 THE COURT: Sure. All approaches are okay.

4 MR. ROSE: Okay. I brought for Your Honor --  
5 would you like a book instead of the exhibits?

6 THE COURT: Nothing better than a huge book.

7 MR. ROSE: We may not use all of them, but  
8 we'll adjust it later.

9 THE COURT: All right.

10 MR. ROSE: And then I was going to hand the  
11 witness the original for the admission into the  
12 court file as we go.

13 THE COURT: All right.

14 MR. ROSE: I have a book for Mr. Eliot  
15 Bernstein.

16 DIRECT EXAMINATION

17 BY MR. ROSE:

18 Q. Would you state your name for the record?

19 A. Robert Spallina.

20 Q. Did you know Simon and Shirley Bernstein,  
21 Mr. Spallina?

22 A. Yes, I did.

23 Q. And when did you first meet Simon and Shirley  
24 Bernstein?

25 A. In 2007.

1 Q. What was your occupation at the time?

2 A. I was working as an estate planning attorney.

3 Q. With a law firm?

4 A. Yes.

5 Q. And what was the name of the law firm?

6 A. Tescher, Gutter, Chaves, Rubin, Ruffin and  
7 Forman and Fleisher.

8 Q. And did Simon and Shirley Bernstein retain  
9 your law firm?

10 A. Yes, they did.

11 Q. I'm going to approach with Exhibit No. 9 --  
12 Plaintiff's Exhibit 9. Ask if you'd identify that  
13 document?

14 A. This was an intake sheet to open up the file,  
15 dated November 16th of 2007.

16 Q. And the clients are Simon and Shirley  
17 Bernstein?

18 A. The clients were Simon and Shirley Bernstein,  
19 yes.

20 MR. ROSE: I would move Exhibit 9 into  
21 evidence, Your Honor.

22 THE COURT: Any objection?

23 [No verbal response]

24 THE COURT: No objection being stated, I'll  
25 receive that as Plaintiff's 19.

1 (Plaintiff's Exhibit No. 9 was received into  
2 evidence.)

3 BY MR. ROSE:

4 Q. Now, what was the purpose of Simon and Shirley  
5 Bernstein retaining your law firm?

6 A. They wanted to review and go over their  
7 existing estate planning and make changes to their  
8 documents.

9 Q. I'm going to hand you Exhibit No. 10, and ask  
10 you if you can identify for the record Exhibit 10.

11 A. These are meeting notes, my meeting notes,  
12 and -- and then partner Don Tescher's meeting notes from  
13 several different meetings that we had with Si and  
14 Shirley during the time following them retaining us as  
15 clients.

16 Q. And is it your standard practice to take notes  
17 when you're meeting with clients?

18 A. Yes.

19 Q. And were these notes kept in your company's  
20 files and were they produced with Bates stamp numbers?

21 A. Yes, they were.

22 MR. ROSE: I would move Exhibit 10 into  
23 evidence, Your Honor.

24 THE COURT: Is there any objection to the  
25 exhibit?

1 [No verbal response].

2 THE COURT: No objection being stated, they'll  
3 be received as Plaintiff's 10.

4 (Plaintiff's Exhibit No. 10 was received into  
5 evidence.)

6 BY MR. ROSE:

7 Q. Now, for today's purposes, are those notes in  
8 chronological or reverse chronological order?

9 A. This is reverse chronological order.

10 Q. Okay. Can you go to the bottom of the stack  
11 and start with the earliest notes. Do they reflect a  
12 date?

13 A. Yes. 11/14/07.

14 Q. And if you'd turn to the last page, is that  
15 your partner's notes that are in evidence?

16 A. Yes. We both would always take notes at the  
17 meetings.

18 Q. And so the first -- was that the first meeting  
19 with Mr. Simon or Shirley Bernstein?

20 A. I believe so, yes.

21 Q. Now, before you met with Simon and Shirley  
22 Bernstein, did you have any prior relationship with  
23 them?

24 A. No, we did not.

25 Q. Did you personally know either of them before

1 that date?

2 A. No, I did not.

3 Q. 11/14/2007. Okay. And if you'd just flip  
4 back to the client intake. I think that was dated  
5 November the 26th?

6 A. It was two days later, 11/16. The file was  
7 opened two days later.

8 Q. So file open.

9 Now, did you know in advance of the meeting  
10 what they were coming in to talk about?

11 A. Yeah. They were coming in to talk about their  
12 estate planning.

13 Q. And did they provide you in advance of the  
14 meeting with any of their prior estate planning  
15 documents?

16 A. I believe we had copies of documents. I don't  
17 know if they provided them at that meeting or if they  
18 provided them before for us to look at, or after, but I  
19 know that there were existing documents that were in our  
20 file.

21 Q. Okay. Let me approach and hand you  
22 Exhibit 40A, which is -- bears Tescher Spallina  
23 Number 1.

24 Does that appear to be an envelope from  
25 Stephen Greenwald --

1 A. Yes.

2 Q. -- directed to Simon Bernstein?

3 A. Yes, it is.

4 Q. And copy of this was in your files when they  
5 were produced?

6 A. Yes.

7 Q. And was Stephen Greenwald the prior lawyer  
8 that represented Simon and Shirley Bernstein, as far as  
9 you know?

10 A. Yes. Yes, he was.

11 Q. I'm going to hand you Exhibit 40B, which is a  
12 letter from Mr. Greenwald to Simon and Shirley  
13 Bernstein.

14 Is that also -- is that also provided in your  
15 files?

16 A. Yes, sir.

17 Q. Does it bear a Bates stamp of your law firm?

18 A. Yes, it does.

19 Q. Okay. And does Mr. Greenwald, in that letter,  
20 disclose what he is sending to Simon --  
21 Mr. and Mrs. Simon L. Bernstein?

22 A. Yes, he did. Their estate planning documents,  
23 including their ancillary documents, their wills, their  
24 trusts, health care powers, durable powers and living  
25 wills.

1 Q. And if -- I'll show you 40C, D, E and F, and  
2 ask if you can identify these as some of the documents  
3 that were included with the letter from Mr. Greenwald?

4 A. We have each of the first codicils to  
5 Mr. and Mrs. Bernstein's wills, and we have each of  
6 their wills.

7 MR. ROSE: I would move Exhibit 40A through F  
8 into evidence, Your Honor.

9 THE COURT: Any objection?

10 [No response.]

11 THE COURT: No objection being stated, I'm  
12 going to receive this as Plaintiff's 40A through F.

13 (Plaintiff's Exhibit Nos. 40A-F were received  
14 into evidence.) A B C D E F

15 BY MR. ROSE:

16 Q. Within Exhibit 40, is there a will and a --  
17 for Simon and a will for Shirley?

18 A. Yes, there is.

19 Q. And could you tell the Court the date of those  
20 documents?

21 A. August 15, 2000.

22 THE COURT: Are both documents the same date?

23 THE WITNESS: Yes, they are, Your Honor.

24 THE COURT: All right. Thanks. I just wanted  
25 to make sure I don't get confused.

1 BY MR. ROSE:

2 Q. Can you generally describe what the estate  
3 plan reflected in Exhibit 40 would be, who are the  
4 beneficiaries and what percentages?

5 A. Okay. Just give me a minute. I haven't seen  
6 these in...

7 The plan under the documents -- and let me  
8 just make sure it's the same under both documents. The  
9 plan under the documents was to provide all the assets  
10 to the survivor of Shirley and Si, and that at the death  
11 of the survivor of the two of them, assets would pass  
12 to -- it appears to be Ted, Pam, Eliot, Jill and Sue and  
13 Lisa -- and Lisa. So it looks to be a typical estate  
14 plan; everything would pass to the survivor at the first  
15 death, and then at the second death everything to the  
16 children.

17 Q. How many of the children under the 2000  
18 documents?

19 A. This shows all five. The will shows all five.

20 Q. What page are you looking at?

21 A. The first page of the will. Is this -- oh,  
22 no. That's just as to tangible personal property. I'm  
23 sorry.

24 Q. That's okay. Are you on -- are you in Simon's  
25 or Shirley's?



1           A.    I'm in -- on both documents, to make sure the  
2 disposition was the same.

3           Q.    Okay.  So on the page -- the first page, it  
4 talks under --

5           A.    It speaks to tangible personal property.

6           Q.    Split equally among the five children?

7           A.    Among the five children.

8           Q.    Let me just stop you one second right there.  
9 If you would, turn --

10           MR. ROSE:  This might help, Your Honor, if  
11 you'd turn to Tab 7.  It may be out of order.  
12 Might be a good time just to go over the family  
13 tree and let -- get everyone on the same page of...

14           We prepared a chart, and I'm going to put  
15 the -- it lists Simon and Shirley and the names of  
16 their children on the second line, and then under  
17 each child with arrows, the names of the  
18 grandchildren and which parents they belong to.

19           THE WITNESS:  This looks accurate.

20           MR. ROSE:  I would move Exhibit 7 into  
21 evidence, Your Honor.

22           THE COURT:  Any objection?

23           [No response.]

24           THE COURT:  No objection being stated, that's  
25 in evidence as Plaintiff's 7.

1 (Plaintiff's Exhibit No. 7 was received into  
2 evidence.)

3 BY MR. ROSE:

4 Q. So under the 2000 documents, for personal  
5 property, it's split among the five children.

6 And when you get to the residuary estate or  
7 the amount that was put into trusts, who are the  
8 beneficiaries?

9 A. Again, at the death of the survivor of the two  
10 of them, tangible personal property would go to the five  
11 children, and the residuary of the estate would go to  
12 four of the five children. It appears that Pam is cut  
13 out of these documents. And I recall that now, yes.

14 Q. Okay. So under the 2000 documents, Eliot  
15 Bernstein would get 25 percent of the residuary?

16 A. Correct.

17 Q. Now, if you look at page 5, it talks  
18 about -- page 5, near the top, it says "upon the death  
19 of my husband," then "the principal of his trust shall  
20 pass," and then the next sentence says "to the extent  
21 that said power of appointment -- oh, "and such shares  
22 equal or unequal and subject to such lawful trust terms  
23 and conditions as my husband shall by will appoint."

24 Do you see what I'm talking about?

25 A. Yes, I do.

1 Q. That's a power of appointment?

2 A. Correct.

3 Q. And then it says, the next sentence, To the  
4 extent the power of appointment is not effectively  
5 exercised, then it goes to the four of the five  
6 children?

7 A. Correct.

8 Q. So under the 2000 documents, the survivor  
9 would have the power to give it all to one?

10 A. Correct.

11 Q. And theoretically change it and give some to  
12 Pam?

13 A. That's true, by the language of this document.

14 Q. Okay. So I'm just going to write. We have a  
15 power of appointment, which we don't need to belabor, in  
16 favor of the survivor; and then if it's not exercised,  
17 Eliot gets 25 percent, and three other siblings get the  
18 balance?

19 A. 25 percent each.

20 Q. Okay.

21 A. Equal shares.

22 Q. Now, when Simon and Shirley came to you, did  
23 they give you an indication whether they wanted to keep  
24 in place the 2000 structure?

25 A. No. They wanted to change the dispositions

1 under their documents.

2 Q. Okay. So if we work through your notes now,  
3 which are in evidence as Exhibit No. 10, the first  
4 meeting was November the 14th, 2007. You had a  
5 discussion about Simon's net worth -- Simon and  
6 Shirley's net worth, how much money they had at that  
7 time?

8 A. Yes.

9 Q. Okay. I'm going to show you Exhibit No. 12  
10 before we --

11 Do you recognize the handwriting on  
12 Exhibit 12?

13 A. No.

14 Q. Okay. I believe it's Simon Bernstein's  
15 statement of his net worth.

16 But you have seen this document before?

17 A. I don't recall.

18 Q. Okay. And you're not familiar with his  
19 handwriting to --

20 A. No. Other than his signature.

21 Q. That's fine.

22 But during the discussion, did you discuss  
23 Simon's net worth?

24 A. Yes. Both my partner and I.

25 Q. And if I look at Mr. Tescher's notes, which

1 are a little easier to read, he lists the joint  
2 brokerage account, some money for Simon, Simon, a  
3 house -- the house appears to have a million dollar  
4 mortgage -- a condo, some miscellaneous and some life  
5 insurance. And he totals -- that totals to 13 million,  
6 and then he lists 5 million for 33 shares of the  
7 company.

8 Do you see that?

9 A. Yes, I do.

10 Q. Okay. So if I add up what Mr. Tescher wrote  
11 in his notes, I get to about \$18 million.

12 And this is on November the 14th of '07,  
13 around 18 million, but that includes life insurance?

14 A. Yes, it does.

15 Q. Okay. Now, did you meet with them -- how long  
16 were these meetings with Simon and Shirley Bernstein?

17 A. They could be an hour; sometimes more.

18 Q. Now, if we flip through your notes, does it  
19 reflect a second meeting?

20 A. Yes, it does.

21 Q. And what's the date of the second meeting?

22 A. 12/19/07.

23 Q. And do you have any -- I'm sorry. 12/19?

24 A. 12/19/07.

25 Q. Okay. And what's the -- let's just put all

1 the dates up here. That was the second meeting.

2 Are there notes from a third meeting?

3 A. The next meeting was January 31, '08.

4 Q. Okay. Is there a fourth meeting?

5 A. March 12 of '08.

6 Q. Now, just to put this in perspective, the  
7 document that we are going to -- well, the document  
8 that's been admitted into probate in this case is a will  
9 of Shirley Bernstein that bears a date of May 20, 2008.

10 Does that sound consistent with your memory?

11 A. Yeah, it was clearly 2008.

12 MRS. CANDICE BERNSTEIN: Excuse me. Can you  
13 turn that so we can see it?

14 THE WITNESS: Sure. Sorry.

15 THE COURT: Ma'am, you are not a party. You  
16 are not an attorney. And you are not really  
17 supposed to be sitting there. I'm letting you sit  
18 there as a courtesy. If you ask for and inject  
19 yourself any further in the proceeding than that,  
20 I'll have to ask you to be seated in the gallery.  
21 Do you understand?

22 MRS. CANDICE BERNSTEIN: Yes, sir.

23 THE COURT: Thank you.

24 BY MR. ROSE:

25 Q. So you have four meetings with Simon and

1 Shirley Bernstein.

2 And did it take that long to go over what they  
3 wished to do with their estate planning documents?

4 A. It was more of us, you know, trying to get a  
5 handle on everything that they had, the business, prior  
6 planning. From the first meeting to the March meeting,  
7 it was only a couple of months. The holidays were in  
8 there. So it wasn't uncommon for us to meet with a  
9 client more than once or twice when they had a  
10 sophisticated plan and asset schedule.

11 Q. At this time --

12 A. By the last meeting, we knew what we needed to  
13 do.

14 Q. And around this -- based on your notes, did  
15 Simon Bernstein believe he had a net worth all in of  
16 about 18 million when he met with you?

17 A. Yeah, it appears that way, 18, 19 million  
18 dollars.

19 Q. And did he discuss at all with you that he was  
20 involved in a business at that time, an insurance  
21 business?

22 A. Yes.

23 Q. And did he give you an indication of how well  
24 the business was doing at around the times of these  
25 meetings between November 2007 and March or May of 2008?

1           A.    Yeah, the business was doing well at that  
2 time.  He was -- he was very optimistic about the future  
3 of the business.

4           Q.    Now, did you do any -- did you prepare any  
5 documents before the will was signed in May?  Did you  
6 prepare drafts of the documents?

7           A.    Yes, we did.  We always prepare drafts of  
8 documents.

9           Q.    And did you share the drafts with Simon and  
10 Shirley?

11          A.    Yes, we did.

12          Q.    Okay.  I'm going to hand you Exhibit 11, and  
13 ask if you can identify that for the record?

14          A.    This is a letter from our firm dated April 19  
15 of 2008.  It's transmitting the documents to the client,  
16 with an explanation that they could follow, better than  
17 reading their documents -- a summary of the documents.

18          Q.    Is that a true and authentic copy of a  
19 document that you created?

20          A.    Yes, it appears to be.

21                MR. ROSE:  I would move Exhibit 11 into  
22 evidence, Your Honor.

23                THE COURT:  All right.  Any objection?

24                [No response.]

25                THE COURT:  All right.  Then that's in



1 evidence as Plaintiff's 11.

2 (Plaintiff's Exhibit No. 11 was received into  
3 evidence.)

4 BY MR. ROSE:

5 Q. And if I read Exhibit 11, the first three  
6 words say, "Enclosed are drafts of each of your wills  
7 and revocable trusts, the children's family trust, each  
8 of your durable powers of attorney, designations of  
9 health care surrogate and living wills," correct?

10 A. Yes.

11 Q. So about a month and 11 days before anything  
12 was signed, documents were sent by Federal Express to  
13 Simon and Shirley Bernstein?

14 A. Correct.

15 Q. And it appears to have gone to Simon's  
16 business?

17 A. Yes.

18 Q. Now, if you look at -- does your -- does your  
19 letter, sort of in laymen's terms, rather than reading  
20 through the legalese of a will, explain what the estate  
21 planning was under the documents that have yet to be  
22 signed but that you were preparing?

23 A. Yes, it does, as much as possible in laymen's  
24 terms.

25 Q. Can you just give us a short -- well, the will

1     itself for both Simon and Shirley was a relatively  
2     simple will that poured over into a revocable trust, one  
3     for each?

4             A.     Yes, poured over wills for both.

5             Q.     And whoever died first would inherent the  
6     personal property?

7             A.     All tangible personal property under the will  
8     would pass to the survivor.

9             Q.     So assuming Simon survived Shirley, he would  
10    be the sole beneficiary of her estate?

11            A.     Correct.

12            Q.     And then any of her residuary would go into a  
13    trust?

14            A.     That's correct.

15            Q.     And he, in fact, outlived Shirley?

16            A.     He did.

17            Q.     Okay. Now, if you go to the second page, at  
18    the top, you describe the will of Shirley Bernstein.

19    It's essentially identical to Si -- it says "Si."

20                    Just for the record, that's Simon shorthand?

21            A.     Yes.

22            Q.     Si is the personal representative of Shirley's  
23    estate, and Ted is designated as successor if Simon is  
24    unable to serve.

25                    That was what was in the document you sent in

1 April?

2 A. Yes. I believe so, yes.

3 Q. And that provision remained in the final  
4 documents you signed?

5 A. Yes.

6 Q. Now, did Ted eventually become a successor  
7 personal representative upon Simon's death?

8 A. Yes, he did.

9 Q. Then you next start to talk about the Simon L.  
10 Bernstein trust agreement.

11 And theoretically, that was going to be the  
12 primary testamentary document?

13 A. Correct, it was.

14 Q. And that's fairly standard?

15 A. Yes. When a client wants to avoid probate, we  
16 use a revocable trust to title assets in prior to death.  
17 Those assets remain confidential; they're not part of  
18 the court record. And the trust is also used to avoid  
19 the need for the appointment of a guardian in the event  
20 of incapacity, because there's a successor trustee  
21 mechanism.

22 Q. Okay. Now, under Simon's trust agreement,  
23 moving down to the third paragraph, under that heading,  
24 it says that both trusts provide for mandatory income  
25 distributions. And then the next sentence starts, "Upon

1 Shirley's death, she has been given a special power to  
2 appoint the remaining assets of both the marital trust  
3 and the family trust to any of your lineal descendants  
4 and their spouses, a power to redirect and reallocate."

5 Do you see that?

6 A. Yes.

7 Q. Now, is that consistent with the way the  
8 documents were intended to be drafted?

9 A. Yes, it is.

10 Q. And I guess it's sort of similar to what  
11 existed in the 2000 wills?

12 A. Yes. Typically, you give the survivor of the  
13 spouse a power to appoint in the event that they want to  
14 change any of the estate planning of the first to die.  
15 Found in most first marriage documents with only  
16 children from that marriage.

17 Q. And this is a first marriage with all five  
18 children being the product of the same marriage --

19 A. Yes.

20 Q. -- as far as you know?

21 A. As far as I know.

22 Q. And as far as you know, Simon and Shirley  
23 Bernstein, they each married only once in their  
24 lifetime, to each other?

25 A. That's all I know.

1 Q. If you flip to the next page, there's a  
2 shorter paragraph for Shirley.

3 It basically says -- it's virtually identical,  
4 except that Simon is the initial successor, and after  
5 that, Ted would be Simon's replacement if he passed  
6 away?

7 A. Correct.

8 Q. And is that the mechanism by which Ted  
9 Bernstein became the successor trustee in this lawsuit?

10 A. Yes, it is.

11 Q. Now, if Shirley died first, then did the  
12 documents give Simon the same power of appointment over  
13 the assets in her trust that was provided for in the  
14 Simon document if he died?

15 A. Same power of appointment was in both  
16 documents. They were identical documents, with one  
17 exception.

18 Q. And what was the exception; the name of the  
19 successor trustee?

20 A. The name of the successor trustee.

21 Q. And then Simon wanted his then business  
22 partner, Bill Stansbury, to be his successor trustee in  
23 both his will and his trust, and Shirley wanted her  
24 oldest son, Ted, to be her successor in both documents?

25 A. Correct. The signer, non-survivor.

1 Q. Okay. And Shirley, I guess it says here, also  
2 made a specific gift of \$200,000 to someone named  
3 Matthew Logan?

4 A. Correct.

5 Q. If you look at our family tree chart, I think  
6 Matthew Logan is under Ted.

7 He is the son of Ted's second wife, Deborah?

8 A. Correct.

9 Q. Okay. So there was a \$200,000 special gift to  
10 Matthew that was in the documents that you sent on  
11 April 9th?

12 A. Correct.

13 Q. Then you prepared family trusts for the  
14 children.

15 Were those trusts created at the time?

16 A. Yes, they were.

17 Q. Now, after you sent your letter on April 9th,  
18 did you have a further discussion with Simon and Shirley  
19 before the documents were signed?

20 A. I can't recall, but we probably -- we probably  
21 did, to set up a meeting and talk -- you know, either,  
22 A, talk about the documents, the draft documents, any  
23 changes that they wanted to make on the draft documents.  
24 It would be typical of us to do that, although I don't  
25 have any meeting notes that showed that, so...

1 Q. Now, under -- we'll talk -- let's talk about  
2 the ones that matter.

3 Because Shirley died first, her 2008 trust  
4 became the beneficiary of her estate?

5 A. Correct.

6 Q. And then Simon had a power of appointment,  
7 correct?

8 A. Um-hum.

9 Q. And if -- you have to say yes or no.

10 A. Yes.

11 Q. And if he didn't exercise the power of  
12 appointment, was there a default set of beneficiaries  
13 that were designated in the documents you drafted in  
14 2008?

15 A. Yes.

16 Q. And what was the default set of beneficiaries?

17 A. Simon had and Shirley had in their documents  
18 excluded Pam and Ted at the death of the survivor of the  
19 two of them.

20 Q. Okay. So if the power of appointment was not  
21 properly exercised, it would just go to three, and Eliot  
22 would end up with 33 and a third percent and two of the  
23 other sisters would get the balance?

24 A. That's correct.

25 Q. Did Simon and Shirley eventually execute

1 documents in 2008?

2 A. Yes, they did.

3 Q. I'm going to hand you Exhibit No. 1, which  
4 is --

5 A. A copy of Si's will from --

6 Q. Do you have Exhibit 1?

7 A. Excuse me. Sorry. Shirley's will.

8 Q. Is that a conformed copy of the document?

9 A. Yes, it is.

10 MR. ROSE: I would move Exhibit 1 into  
11 evidence.

12 THE COURT: Any objection?

13 [No response.]

14 THE COURT: That's in evidence as  
15 Plaintiff's 1.

16 (Plaintiff's Exhibit No. 1 was received into  
17 evidence.)

18 BY MR. ROSE:

19 Q. Now, that says "conformed copy." If I turn to  
20 the last page, there's no handwritten signatures.

21 A. Correct.

22 Q. Do you know where the original of that  
23 document sits today?

24 A. It was filed with the court.

25 Q. Okay. So somewhere in the courthouse, the



1 original goes.

2 And that's something that the client would  
3 keep?

4 A. Correct. This is what we would send to the  
5 client to include with their files.

6 Q. When you filed the original with the court,  
7 did anyone object while Simon was alive?

8 A. No.

9 Q. Okay. I'm going to hand you Exhibit No. 2.  
10 Do you recognize that document?

11 A. Yes. This is Shirley's trust agreement that  
12 she executed in 2008.

13 Q. Now, does that document have copies of her  
14 signature?

15 A. Yes. These are actual copies of the signing  
16 parties and their signatures.

17 Q. And how many originals would have been created  
18 of this document?

19 A. We always created three originals of the trust  
20 agreements.

21 Q. Okay. Now, if you turn to the next -- if you  
22 turn to the last page, it says that Shirley put a dollar  
23 into her trust when it was created.

24 A. Yes.

25 Q. And that's to make it a valid trust?

1           A.    Yeah, I mean, it's not required today, but  
2   it's pretty much just form to show a dollar.  She had  
3   certainly funded it more than that.

4           Q.    And eventually Shirley put some assets into  
5   the trust?

6           A.    Yes.

7           Q.    Okay.  And if you go to the page before that,  
8   page 27, it appears to be a signature page, correct?

9           A.    Yes.

10          Q.    Now, were you one of the witnesses to the  
11   signature of Shirley Bernstein on Exhibit 2?

12          A.    Yes, I was.

13          Q.    And were you present with Shirley Bernstein  
14   and the other witness, Traci Kratish, at the time of the  
15   execution of the documents?

16          A.    Yes, I was.

17          Q.    And they're notarized by someone named  
18   Kimberly Moran.

19                Does she work for your office?

20          A.    Yes, she did.

21          Q.    And through her involvement with your firm  
22   and -- did she personally know Shirley and Traci  
23   Kratish, as well as yourself?

24          A.    Yes, she did.

25          Q.    Now, at the same time that Shirley signed her

1 documents, did Simon sign a similar set of 2008 will and  
2 trust, similar to the drafts that were sent in April?

3 A. Yes, he did. We were all sitting in the main  
4 conference area in their offices together.

5 Q. In Simon's office or your office?

6 A. In Simon's offices.

7 Q. Okay. So why would someone from your office  
8 come to Simon's office rather than rely on the notary  
9 that they have there?

10 A. Because we wanted to accommodate Shirley and  
11 Si in their offices and not have them travel.

12 Q. You personally went there. Did you personally  
13 go through to make sure that the documents were signed  
14 with all the formalities required under Florida law to  
15 make them valid and enforceable?

16 A. Yes, we did. That's why we were there.

17 Q. And if Simon did not have a 2008 will  
18 and -- sorry.

19 If Simon did not have a 2002 will and trust,  
20 would it be your belief that the 2008 will and trust  
21 would be valid?

22 A. Yes.

23 Q. Were they properly signed with all the same  
24 testamentary formalities required by Florida law?

25 A. Yes, they were.

1 Q. Okay. Did Shirley at some point amend her  
2 trust agreement?

3 A. Yes, she did.

4 Q. And do you recall why she amended it?

5 A. She amended it to remove Matt Logan from the  
6 document that she had included previously as a specific  
7 device.

8 Q. Do you know why Matt was removed?

9 A. It's attorney-client privilege.

10 Does it matter?

11 Q. I'll withdraw the question.

12 Was Matthew removed at the direction of  
13 Shirley?

14 A. Yes.

15 Q. I'll withdraw --

16 A. Yes. Yes. Yes.

17 Q. Did Shirley sign a document that effectively  
18 removed Matthew?

19 A. Yes, she did.

20 Q. Let me hand you Exhibit No. 3, and ask you if  
21 you recognize that document?

22 A. Yes, I do.

23 Q. Now, was this document signed with the same  
24 testamentary formalities as the 2008 trust?

25 A. Yes, it was.

1 MR. ROSE: We would move Exhibit 3 into  
2 evidence, Your Honor.

3 THE COURT: Any objection?

4 [No response.]

5 THE COURT: All right. That's in evidence as  
6 Plaintiff's 3.

7 (Plaintiff's Exhibit No. 3 was received into  
8 evidence.)

9 BY MR. ROSE:

10 Q. Now, if you look -- there's a paragraph 1 and  
11 a paragraph 3, but no paragraph 2.

12 Do you know why that is?

13 A. It's just a mistake in drafting.

14 Q. And did you specifically discuss with Shirley,  
15 whose privilege I technically would control -- my client  
16 would control --

17 Did you specifically discuss with Shirley the  
18 fact that the effect of the first amendment would be to  
19 remove the specific gift that she had made for Matthew  
20 Logan?

21 A. Yes. Even prior to the signing of the  
22 document.

23 Q. And is this the last relevant testamentary  
24 document that Shirley ever signed that you're aware of?

25 A. Yes, it is.

1 Q. Did you meet with Simon and Shirley in person  
2 to talk about this amendment?

3 A. Si had called me and said that Shirley had a  
4 change to her documents, and asked me to give her a call  
5 and have lunch with her. I called her. We arranged for  
6 a meeting in her house to execute the document.

7 Q. Now, you brought your -- you brought Kimberly  
8 with you to get -- for convenience and to make sure the  
9 documents were properly executed?

10 A. Correct. She had -- she had her personal  
11 assistant that was there, Rachel Walker, to serve as  
12 another witness.

13 Q. Just so I don't have to go back, what's the  
14 date of the amendment?

15 A. November 18th, 2008.

16 Q. So now we five documents that exist; 2008,  
17 will, trust, will, trust, and an amendment to Shirley's  
18 trust.

19 Did you share any of those documents with any  
20 of Simon and Shirley's children at that time?

21 A. No, we did not.

22 Q. Did any of the -- did any of the children play  
23 any role in bringing Simon or Shirley to your offices?

24 A. Not that I'm aware, no.

25 Q. Did any of the children accompany them



1 to -- any time they came to visit you, did any of the  
2 children come with them, drag them along?

3 A. No.

4 Q. So you prepared -- did you do some other  
5 estate planning in addition to the 2008 testamentary  
6 documents?

7 A. Yes, we did.

8 Q. Can you briefly describe some of the things  
9 you did?

10 A. We had set up a Florida limited partnership.  
11 We created a general partner entity for that  
12 partnership, a limited liability company.

13 Q. What's the name of the Florida limited  
14 partnership?

15 A. Bernstein Family Investments, LLLP.

16 Q. Was that an entity that was in existence or  
17 was it created under your direction?

18 THE COURT: Can I stop you a second? Is this  
19 going to help me figure out the validity of the  
20 testamentary documents?

21 MR. ROSE: Only in the very narrowest sense.  
22 I'm just trying to establish that they had a very  
23 lengthy and extensive relationship, and they did a  
24 lot of estate planning for Simon and Shirley. But  
25 I'll be very brief.

1 THE COURT: Well, if that becomes relevant  
2 later, perhaps you could come back to it. But I  
3 don't see the relevance at this point, so I'll ask  
4 you to move on.

5 MR. ROSE: Yes, sir.

6 BY MR. ROSE:

7 Q. Now, was Simon concerned at all about asset  
8 protection as part of some of the things you discussed?

9 A. Yes, he was.

10 Q. Now, we have -- did you have any discussion  
11 with him about who was expected to live longer or if  
12 either of them had health problems that you had any  
13 knowledge of?

14 A. Si was not -- he was in good health, but he  
15 had had some heart issues. And Shirley had had other  
16 issues as well. And I think it -- early on, he didn't  
17 know, but as the relationship went on, we kind of knew  
18 that Shirley was sicker than him and would probably pass  
19 first.

20 Q. So Shirley died -- it's in the public  
21 record -- but December --

22 A. 2010, yeah.

23 Q. -- 8th. So Simon was her -- he survived her;  
24 he becomes the sole beneficiary as far as tangible  
25 personal property under her will?



1 A. Yes, he does.

2 Q. The residuary goes into the Shirley Bernstein  
3 Trust?

4 A. That's correct.


5 Q. He's the sole successor trustee and the sole  
6 beneficiary --

 7 A. Yes, he is.

8 Q. -- during the term of his life?

9 A. Correct.


10 Q. Now, was there a great deal of effort put into  
11 inventorying the assets, things like that?

12 A. No, there wasn't. For purposes of opening up  
13 Shirley's probate, we had asked Si to estimate the value  
14 of, you know, her tangible personal property. And  
15 that's what we included on the inventory that was filed  
 16 in the probate.

17 Q. Now, if I'm correct, 2010 was the year there  
18 were no estate taxes at all?

19 A. No estate taxes.

20 Q. Simon's the sole beneficiary?

21 A. Sole beneficiary. Even if there were taxes,  
22 there wouldn't have been any tax on the first death,  
23 because everything went to Si, and there was a marital  
 24 deduction.

25 Q. While Simon was alive, did Ted have any access

1 to the documents, as far as you know? Did you ever send  
2 the testamentary documents of Simon or Shirley to Ted?

3 A. No, we did not.

4 Q. Did Ted play any role in the administration of  
5 the estate while Simon was alive?

6 A. No, he did not.

7 Q. Did any of the other children play any role in  
8 the administration of the estate while Simon was alive?

9 A. No, they did not.

10 Q. Now, did you have to -- well, strike that.

11 Because it was only Simon, was it sort of the  
12 decision by Simon, That I don't want to spend a lot of  
13 time and money in this estate because it's just wasting  
14 my own money?

15 A. Yes.

16 Q. And that's not unusual in a situation where  
17 you have a surviving spouse that's the sole beneficiary?

18 A. Correct.

19 Q. Now, did there come a point in time when Pam,  
20 who was not a named beneficiary of the -- Shirley's  
21 documents, learned of the fact that she had been  
22 excluded?

23 A. Yes, there was.

24 Q. Okay. And did you get involved with  
25 discussions with Pam or her lawyer?

1 A. She had hired an attorney, who had made a  
2 request to get a copy of her mother's documents. And I  
3 called Si, spoke to Si about it, and he authorized me  
4 giving Pam those documents -- or her attorney those  
5 documents.

6 Q. Were they provided to any of the other  
7 children; that would be Ted or his brother, Eliot, or  
8 his two sisters, Lisa or Jill?

9 A. No, they were not.

10 Q. And did Simon Bernstein at some point decide  
11 to change his testamentary documents?

12 A. Yes, he did.

13 Q. Do you recall approximately when that  
14 happened?

15 A. Early 2012, he called and requested that we  
16 meet to go over his documents.

17 Q. I'm going to hand you an exhibit marked  
18 Exhibit 13, and ask you if you recognize those as your  
19 own notes?

20 A. Yes. These are my notes from that meeting in  
21 2012.

22 MR. ROSE: I would move Exhibit 13 into  
23 evidence, Your Honor.

24 THE COURT: Any objection?

25 [No response.]

1 THE COURT: All right. That's in evidence as  
2 Plaintiff's 13 then.

3 (Plaintiff's Exhibit No. 13 was received into  
4 evidence.)

5 BY MR. ROSE:

6 Q. Now, during this meeting, did Simon discuss  
7 the possibility of altering his estate plan?

8 A. Yes, he did.

9 Q. Did you also go over his current finances?

10 A. Yes, we did.

11 Q. Now, we've seen from 2007 that he had  
12 disclosed about \$18 million.

13 As part of the meeting in February of 2012, he  
14 gave you sort of a summary of where he stood at that  
15 time?

16 A. Yes, he did.

17 Q. And what was the status of the Shirley  
18 Bernstein probate administration in early 2012, about  
19 13 months after she passed away?

20 A. It was still not closed.

21 Q. Do you know why it was not closed?

22 A. I think that we were still waiting -- I'm not  
23 sure that -- we were still waiting on waivers and  
24 releases from the children to close the estate, to  
25 qualify beneficiaries under the estate if Si were to

1 die. We had to get waivers and releases from them.

2 Q. Standard operating procedure?

3 A. Standard operating procedure.

4 Q. Okay. So Simon here, it says -- it says at  
5 the top "SIPC receivable."

6 Do you know what that is?

7 A. Yes, I do. That was -- Si had made an  
8 investment in a Stanford product that was purported to  
9 be a CD; it was an offshore CD. And when the Stanford  
10 debacle hit, I guess he filed a claim with SIPC to get  
11 those monies back, because it was supposedly a cash  
12 investment.

13 Q. And so he invested in a Ponzi scheme and lost  
14 a bunch of money?

15 A. Correct.

16 Q. Some of the 18 million he had in 2007 he lost  
17 in the next four and a half years in investing in a  
18 Ponzi scheme?

19 A. That's correct.

20 Q. And then the maximum that the SIPC -- which is  
21 like the FDIC for investments.

22 You're familiar with that, correct?

23 A. Yes.

24 Q. The maximum is 500,000.

25 You don't actually necessarily recover

1 500,000? You have a receivable, right?

2 A. Yes.

3 Q. Do you know how much he actually realized from  
4 the SIPC?

5 A. I believe he never received anything.

6 Q. Okay. And then it said, LIC receivable,  
7 \$100,000.

8 Am I reading that correct?

9 A. Yes.

10 Q. And LIC was the company he was involved, with  
11 others?

12 A. Yes.

13 Q. Okay. So I put here 600 that he put, but the  
14 600 is really probably closer to 100 if you didn't get  
15 the SIPC money?

16 A. Correct.

17 Q. So I'm going to just put a little star here  
18 and put it's really 100,000, and sort that out.

19 So then he says -- he has -- Si's estate, this  
20 would be his personal assets. He's got an interest in  
21 the LLLP.

22 That is not relevant to discuss how it was  
23 formed, but there was an LLLP that was owned, some by  
24 Si's trust, some by Shirley's trust?

25 A. Correct.

1 Q. And at the time, he thought the value was  
2 1,150,000 for his share?

3 A. That's correct.

4 MR. BERNSTEIN: Can I object, Your Honor?

5 THE COURT: What's the objection?

6 MR. BERNSTEIN: Relevance.

7 THE COURT: Overruled.

8 MR. BERNSTEIN: Okay.

9 BY MR. ROSE:

10 Q. And then he had an IRA that says 750,000.

11 A. Correct.

12 Q. And those two things totaled 1,550,000?

13 A. No. They totaled one million nine. Right?

14 Q. Okay. You're right.

15 You wrote next to it "estate tax."

16 What does that mean, on the side next to it?

17 A. I think what I had done was offset the value  
18 of the assets in his estate by the loans that were  
19 outstanding at the time.

20 Q. And it shows a million seven in loans?

21 A. A million seven in loans.

22 Q. So we had loans back in 2008 -- I'm sorry.  
23 November of 2007 time period -- or 2008, which were  
24 only -- so we have loans now, you said, a million seven?

25 A. Well, he had a \$1.2 million loan with

1 JP Morgan that was collateralized with the assets of the  
2 LLLP.

3 Q. And then you list -- just to speed up, then  
4 you have -- underneath that, it says Shirley's asset was  
5 empty, right? Because whatever was in had gone to  
6 Simon?

7 A. Yeah, her estate had nothing in it.

8 Q. She had a Bentley, I think, when she died.  
9 Do you know what happened to the Bentley?



10 A. I wasn't aware that she had a Bentley.

11 Q. Did you come to learn that she had a Bentley  
12 and Simon gave it to his girlfriend, and she traded it  
13 in at the dealership and got a Range Rover?

14 A. Much, much, much later on --

15 Q. But you know --

16 A. -- after Si's death.

17 Q. But you know that to be the case?

18 A. I wasn't aware that it was traded for the  
19 Range Rover. I thought he bought her the Range Rover.  
20 I didn't realize he used a Bentley to do it.

21 Q. Okay. Somehow you know the Bentley became  
22 something for Maritza?

23 A. Yes.

24 Q. That's the name of his girlfriend?

25 A. Yes.



1 Q. Okay. Then it says, in Shirley's trust,  
2 condo, one million -- I'm sorry. I should go to the  
3 next column. It says "FMV."

4 That would be shorthand for Fair Market Value?

5 A. Yes.

6 Q. So condo, 2 million, which is here; house,  
7 3 million; half of the LLLP, which is Shirley's half  
8 after -- I assume, after the deduction of the loan, was  
9 800,000?

10 A. Um-hum.

11 Q. Then it says "LIC." That's the company Life  
12 Insurance Concepts that Mr. -- that Simon, his son Ted,  
13 and a gentleman named Bill Stansbury had formally been  
14 involved, another attorney, shares by then. Because  
15 we're in February of 2012.

16 But, in any event, that's Simon's company?

17 A. Correct.

18 Q. And he told you in 2007 it was worth --  
19 Mr. Tescher's -- notes, like -- his interest was worth  
20 5 million.

21 What did he tell you it was worth in 2012?

22 A. Zero.

23 Q. Then underneath that -- I put zero here, so  
24 zero today.

25 So his net worth -- and then there was a home

1 that he owned for -- that Eliot lives in, right? He  
2 didn't really own it, but he controlled it, Simon?

3 A. Yes.

4 Q. Okay. Did you set up the entity that owned  
5 the home?

6 A. Yes, I did.

7 Q. Just to save time, there's an entity called  
8 Bernstein Family Realty that owns the house.

9 Simon controlled that entity while he was  
10 alive?

11 A. Yes, he did.

12 Q. And his estate holds a mortgage on the house  
13 for 365,000?

14 A. Correct.

15 Q. So there's some interest there.

16 He didn't put it on his sheet when he talked  
17 to you, but that still would have existed in some form,  
18 right?

19 A. Yes.

20 Q. And it still exists to this day.

21 We don't know the value of it, but there still  
22 is a mortgage, right?

23 A. Yes.

24 Q. Okay. But either way, the point of this whole  
25 story is, his net worth went down significantly between

1 2007 and 2012?

2 A. Yes, it did.

3 Q. And in your world, that's not uncommon, with  
4 the stock market crash, the depression, things like  
5 that, that a lot of clients with high net worth would  
6 have suffered losses during that time?

7 A. Many, many of them did. And even the values  
8 that are on this sheet were not the real values.

9 Q. We know that the --

10 A. Clients have a tendency to overstate their net  
11 worth.

12 Q. All right. And we know the Ocean Drive house  
13 sold for about a million four?

14 A. Correct.

15 Q. And the Court -- there's an order that  
16 approved the sale, the gross sale price of a million one  
17 for St. Andrews?

18 A. Correct.

19 Q. Okay. So that's still -- that's less than  
20 half, even then, Simon thought he would get.

21 Now, if you look at the bottom of the  
22 Exhibit No. 13, it says a word, begins with an "I." I  
23 can't really read it.

24 Can you read that?

25 A. Insurance.

1 Q. Well, did you have some discussions with Simon  
2 about his insurance?

3 A. Yes, we did.

4 Q. In fact, I think -- Mr. Spallina, we talked  
5 about he had -- I'm sorry.

6 Mr. Tescher's notes had a \$2 million life  
7 insurance?

8 A. Correct.

9 Q. Okay. Is this the same life insurance?

10 A. Yes, it is.

11 Q. And was there a discussion about -- I guess it  
12 says 1 million --

13 That's one million seven-fifty?

14 A. A million 75 -- yeah, one million seven-fifty  
15 was the value of the policy.

16 Q. And the death benefit was a million six?

17 A. Million six. There was a small loan or  
18 something against the policy.

19 Q. Okay. And then it says "Maritza."

20 What was Maritza down there for?

21 A. Si was considering changing -- the purpose of  
22 the meeting was to meet, discuss his assets. And he  
23 was, you know, having a lot of, I guess, internal -- he  
24 had received another letter from his daughter -- he  
25 asked me to read the letter from Pam -- that she still

1 was not happy about the fact that she had been  
2 disinherited under her mother's documents if the assets  
3 were to pass under the documents and he didn't exercise  
4 his power of appointment. And this meeting was to kind  
5 of figure out a way, with the assets that he had, to  
6 take care of everybody; the grandchildren, the children,  
7 and Maritza.

8           And so he thought maybe that he would change  
9 the beneficiary designation on his life insurance to  
10 include her. And we had talked about providing for her,  
11 depending on -- an amount -- an increasing scale,  
12 depending on the number of years that he was with her.

13           Q. So if you look at the bottom, it says 0 to  
14 2 years, 250.

15           Is that what you're referring to?

16           A. Yes. Two to four years, 500,000. And then  
17 anything over plus-four years would be -- I think that's  
18 600,000.

19           Q. Now, during this discussion, was Simon  
20 mentally sharp and aware of what was going on?

21           A. Oh, yeah. Yeah, he was -- he was the same  
22 Simon. He was just -- you know, he was struggling with  
23 his estate now. He was getting -- he felt -- I guess he  
24 was getting pulled. He had a girlfriend that wanted  
25 something. He had his daughter who, you know, felt like

1 she had been slighted. And he wanted to try to make  
2 good by everybody.

3 Q. And at that point in time, other than the  
4 house that he had bought that Eliot lived in, were you  
5 aware that he was supporting Eliot with a very  
6 significant amount of money each year?

 7 A. I was not.

8 MR. BERNSTEIN: Object to the relevance.

9 THE COURT: Overruled.

10 BY MR. ROSE:

11 Q. Okay. So that's February.

12 A. Yes.

13 Q. What happens next in relation to Simon coming  
14 in to meet with you to talk about changing his  
15 documents?

16 A. He had called me on the phone and he -- we  
17 talked again about, you know, him changing his  
18 documents. He had been thinking about giving his estate  
19 and Shirley's estate to his grandchildren. And at the  
20 February meeting, I did not think it was a great idea  
21 for him to include his girlfriend, Maritza, as a  
22 beneficiary of the life insurance policy.

23 Q. He took your advice? He didn't change that,  
24 as far as you know?

25 A. He did not.

1 Q. Okay. I'm sorry. Continue.

2 A. He did not.

3 I had suggested that he provide for her in  
4 other ways; a joint account that would pass to her at  
5 his death, but not to mix her in with his family in  
6 their dispositive documents. And he ultimately took  
7 that advice and decided that he wanted to give his  
8 estate to his ten grandchildren, and that the policy --  
9 which I had never seen a copy of the policy, but, you  
10 know -- he had had. And I knew that he was paying for  
11 it, because -- it almost lapsed, or did lapse at one  
12 point, and it got reinstated -- that that policy was to  
13 pass to an insurance trust that named his five children  
14 as beneficiaries.

15 Q. And that's something Simon specifically  
16 discussed with you when you were going over his estate  
17 planning in 2012?

18 A. Correct -- or something that we had known  
19 about before that meeting. But he was -- at the  
20 meeting, he was starting to talk about doing a change to  
21 the beneficiary designation to include Maritza, and I  
22 wanted to talk him out of that.

23 Q. And at some point, he made a decision to  
24 actually change his documents, correct?

25 A. He did. He did.

1 Q. And did he direct you to set up any kind of a  
2 communication with his children?

3 A. Yes. He said, I want you to get -- put  
4 together a conference call with me and you and my five  
5 children so I can talk to them about what I want to do  
6 with my estate and Shirley's estate.

7 THE COURT: All right. This would be a good  
8 time for us to take a pause for a morning break.  
9 We'll be in session again in 10 minutes.

10 As far as time use goes, so far Plaintiff's  
11 side has used 60 minutes. So you have 90 remaining  
12 in your portion of the day. And that's where we  
13 stand.

14 MR. ROSE: We'll be well within our time, sir.

15 THE COURT: Great. Okay.

16 We'll be in recess for ten minutes. Is ten  
17 minutes enough time for everybody? That's what  
18 it'll be then.

19 (A break was taken.)

20 THE COURT: We're ready to proceed. Please  
21 continue.

22 MR. ROSE: Thank you.

23 BY MR. ROSE:

24 Q. I think we were when Shirley died in December  
25 of 2010, and you meet with Si, according to



1 Plaintiff's 13, on February 1st of 2012.

2 I think by May of 2012 was when this  
3 conference call that you mentioned was?

4 A. Yes, it was.

5 Q. Okay. And did the five children attend the  
6 conference call?

7 A. Yes, they all did.

8 Q. Were you present on the call?

9 A. Yes, I was.

10 Q. Was Simon present?

11 A. Yes, he was.

12 Q. Where was Simon physically during the call?

13 A. His office -- I believe his office.

14 Q. Were you in the same room as Simon?

15 A. No, I was not.

16 Q. You were in your office?

17 A. I was in my office.

18 Q. Okay. Generally, what was discussed during  
19 this conference call?

20 A. Simon wanted to talk to his children about  
21 providing for his estate and his wife's estate to go to  
22 the ten grandchildren; wanted to have a discussion with  
23 his children and see what they thought about that.

24 Q. And was he asking them for their approval or  
25 permission or...

1           A.     Well, I think he wanted to see what they all  
2     thought, you know, based on things that had happened in  
3     the past and documents that had been created in the  
4     past.  And I don't know that it was going to sway his  
5     opinion, but when he told me, you know, to -- you know,  
6     to have the conference call, to contact his -- he said,  
7     This is what I'm going to do, so...

8           Q.     During the call, did Simon ask his children if  
9     anybody had an objection to him leaving his and  
10    Shirley's wealth to the ten grandchildren?

11          A.     Yes.  He asked what everybody thought.

12          Q.     Did Eliot respond?

13          A.     Yes, he did.

14          Q.     What did he say?

15          A.     I'm paraphrasing, but he said something to the  
16    effect of, Dad, you know, whatever you want to do,  
17    whatever makes you happy, that's what's important.

18          Q.     Did you also discuss during that call the need  
19    to close Shirley's estate?

20          A.     Yes, we did.  We had told Si that we needed to  
21    get back the waivers of accounting, the releases, and we  
22    asked -- he asked them to get those back to us as soon  
23    as possible.

24          Q.     Okay.  If I hand you Exhibit 14, it appears to  
25    be an email from Eliot Bernstein to you addressing the

1 waiver that he needed to sign?

2 A. Yes, it is.

3 MR. ROSE: I move Exhibit 14 into evidence.

4 THE COURT: Any objection?

5 [No response.]

6 THE COURT: All right. That's in evidence  
7 then as Plaintiff's 14.

8 (Plaintiff's Exhibit No. 14 was received into  
9 evidence.)

10 MR. ROSE: As a matter of housekeeping, Your  
11 Honor, I think I might have failed to move in  
12 Exhibit 2, which is Shirley Bernstein's 2008 trust  
13 agreement, which I would move, to the extent it's  
14 not in evidence, 1, 2 and 3, which are the  
15 operative documents Mr. Spallina's already  
16 testified about.

17 THE COURT: Any objection?

18 MR. BERNSTEIN: What was that? I'm sorry.

19 THE COURT: Is there any objection to  
20 Plaintiff's 1, which is the will of Shirley  
21 Bernstein, Plaintiff's 2, which is the Shirley  
22 Bernstein Trust Agreement, and Plaintiff's 3, which  
23 is the First Amendment to the Shirley Bernstein  
24 Trust Agreement?

25 MR. BERNSTEIN: No.

1 THE COURT: All right. Those are all in  
2 evidence then as Plaintiff's 1, 2 and 3.

3 (Plaintiff's Exhibit No. 2 was received into  
4 evidence.)

5 BY MR. ROSE:

6 Q. Okay. This email is dated May -- May 17,  
7 2012, from Eliot, correct?

8 A. Yes, it is.

9 Q. This would have been after the conference  
10 call?

11 A. This, I believe, was after the conference  
12 call, yep.

13 Q. And he says he's attached the waiver  
14 accounting and portions of petition for discharge,  
15 waiver of service for a petition for discharge, and  
16 receipt of beneficiary and consent to discharge that he  
17 had signed.

18 Did you receive those from Eliot?

19 A. Yes, I did. We received -- that was the first  
20 waivers that we received.

21 Q. Then it says "as I mentioned in the phone  
22 call."

23 Did you have any separate phone calls with  
24 Eliot Bernstein, you and he, or is he referring to the  
25 conference call?

1 A. I think he's referring to the conference call.

2 Q. Okay. I have not yet -- "I have not seen any  
3 of the underlying estate documents or my mother's will  
4 at this point, yet I signed this document after our  
5 family call so that my father can be released of his  
6 duties as personal representative and put whatever  
7 matters that were causing him stress to rest."

8 Do you see that?

9 A. Yes, I do.

10 Q. Now, while Simon was alive, did you ever get  
11 authorization to share the testamentary documents with  
12 Eliot Bernstein?

13 A. I did not.

14 Q. Now, after the call and after the discussion  
15 with the siblings, did you prepare a draft of -- of new  
16 documents for Simon?

17 A. Yes, I did.

18 Q. I'm going to hand you Exhibit 15; ask if  
19 that's a letter that you sent to Simon Bernstein  
20 enclosing some new drafts?

21 A. Yes, it is.

22 Q. Now, what's the date of that?

23 A. May 24th, 2012.

24 Q. And what's -- what is the summary -- well,  
25 strike that.

1           You sent this letter to Simon Bernstein?

2           A.    Yes, I did.

3           Q.    By FedEx to his home?

4           A.    Yes, I did.

5           MR. ROSE:  I would move Exhibit 15 in  
6           evidence.

7           THE COURT:  Any objection?

8           [No response.]

9           THE COURT:  All right.  That's in evidence as  
10          Plaintiff's 15.

11          (Plaintiff's Exhibit No. 15 was received into  
12          evidence.)

13          BY MR. ROSE:

14          Q.    Okay.  So then first page says, "Dear Si, we  
15          have prepared drafts of a new will and an amended and  
16          restated trust agreement."

17          Are those the 2012 documents that were his  
18          final ones?

19          A.    Yes, they are.

20          Q.    Okay.  Then you sort of do the same thing you  
21          did in 2008; you give a little summary of what the  
22          estate plan is.

23          "Your amended and restated trust provides that  
24          on your death, your assets will be divided among and  
25          held in separate trusts for your then living

1 grandchildren," correct? I was reading paragraph -- the  
2 middle paragraph.

3 A. Yes, I see that. Yes.

4 Q. I actually skipped the part above, which is  
5 probably more important, which says -- in the middle of  
6 the first paragraph, it says, "In addition, you have  
7 exercised the special power of appointment granted to  
8 you under Shirley's trust agreement in favor of your  
9 grandchildren who survive you."

10 Do you see that?

11 A. Yes.

12 Q. Okay. And so that was Simon's intent as  
13 discussed on the conference call?

14 A. Yes, it was.

15 Q. Do you know if you made any changes to these  
16 draft documents from May 24th until the day they were  
17 signed?

18 A. I don't believe so. If I did, it was for  
19 grammar or something else. The dispositive plan that  
20 was laid out in this memo was ultimately the subject of  
21 the documents that he executed in July.

22 Q. I'm going to hand you Exhibit 16, which is a  
23 durable power of attorney.

24 If you flip to Exhibit 16, the last page, does  
25 it bear a signature of Simon Bernstein?

1 A. Yes, it does.

2 Q. And it indicates you were a witness to the  
3 signature?

4 A. Yes.

5 Q. Along with Kimberly Moran, who is someone from  
6 your office?

7 A. Correct.

8 Q. And someone named Lindsay Baxley notarized the  
9 documents?

10 A. Yes, she did.

11 Q. Do you know who Lindsay Baxley was?

12 A. Lindsay Baxley worked in Ted and Si's office.

13 Q. She was like a secretary?

14 A. Assistant to Ted, I believe, maybe.

15 Q. Okay. And if you look at --

16 MR. ROSE: Well, first of all, I'll move  
17 Exhibit 16 into evidence.

18 THE COURT: Any objection?

19 [No response.]

20 THE COURT: No objection made, then I'll  
21 receive this as Plaintiff's 16.

22 (Plaintiff's Exhibit No. 16 was received into  
23 evidence.)

24 BY MR. ROSE:

25 Q. If you look at the last page where the notary



1 block is there, it says "personally known" with an  
2 underline, or "produced identification" with an  
3 underline. And she's checked the box "personally  
4 known" -- or she's checked the line.

5 Do you see that?

6 A. Yes.

7 Q. So do you believe that -- did you know Lindsay  
8 Baxley by that point in time?

9 A. Yes, I did.

10 Q. And you believe -- she obviously knew Simon,  
11 she knew Kim Moran from other dealings between your  
12 offices?

13 A. Yes.

14 Q. Okay. And did you all sign this durable power  
15 of attorney with testamentary formalities?

16 A. Yes, we did.

17 Q. And what's the date of that?

18 A. July 25, 2012.

19 Q. I'm going to approach with Exhibit 4, and ask  
20 you if you recognize Exhibit 4?

21 A. Yes, I do.

22 Q. Okay. And what is Exhibit 4?

23 A. This is Si's new will that he executed in  
24 2012, on July 25th, the same day as that durable power  
25 of attorney.

1 Q. Now, were you present when Simon executed his  
2 new will, which is Exhibit 4?

3 A. Yes, I was.

4 Q. If you turn to the last page --

5 Well, actually, if you turn to the first page,  
6 does it say "copy" and bear a clerk's stamp?

7 A. It does.

8 Q. Okay.

9 MR. ROSE: I would represent to the Court that  
10 I went to the clerk's office -- unlike with  
11 Shirley's will, I went to the clerk's office and  
12 obtained a -- like, a copy made by the clerk of the  
13 document itself, rather than have the typewritten  
14 conformed copy.

15 MR. BERNSTEIN: Can I object to that?

16 THE COURT: What's the objection?

17 MR. BERNSTEIN: Is he making a statement? I'm  
18 not sure --

19 THE COURT: You're asking me a question. I  
20 don't know.

21 MR. BERNSTEIN: I'm objecting. Is that a  
22 statement?

23 THE COURT: The objection is? What are you  
24 objecting to?

25 MR. BERNSTEIN: With the statement being

1 from --

2 THE COURT: Okay. That was a statement by  
3 somebody who's not a sworn witness, so I'll sustain  
4 the objection.

5 MR. BERNSTEIN: And the chain of custody of  
6 the document, I'm just trying to clarify that.  
7 Okay.

8 THE COURT: The objection was to the  
9 statement. I've sustained the objection.

10 Next question, please.

11 BY MR. ROSE:

12 Q. Unlike the trust, how many originals of a will  
13 do you have the client sign?

14 A. There's only one.

15 Q. And then you give the client the one with the  
16 typewritten -- you call it conformed copy?

17 A. We conform the copy of the will.

18 Q. And after Simon died, was your law firm  
19 counsel for the personal representative of the Estate of  
20 Simon Bernstein?

21 A. Yes, we were.

22 Q. Did you file the original will with the court?

23 A. Yes, we did.

24 Q. Is it your belief that the original of this  
25 document is somewhere in the Palm Beach County Court

1 system with the clerk's office?

2 A. Yes, I do.

3 MR. ROSE: I'd move Exhibit 4 in evidence,  
4 Your Honor.

5 THE COURT: All right. Any objection?

6 [No response.]

7 MR. BERNSTEIN: No objection stated, I'll  
8 receive this as Plaintiff's 4.

9 (Plaintiff's Exhibit No. 4 was received into  
10 evidence.)

11 BY MR. ROSE:

12 Q. Now, if you turn to the next to the last page  
13 of Exhibit --

14 A. Yes.

15 Q. -- Exhibit 4, you'll see it bears a signature  
16 of Simon Bernstein and two witnesses, yourself and  
17 Kimberly Moran, who all assert that you signed in the  
18 presence of each other?

19 A. Yes.

20 Q. And then in the next page, it has what would  
21 be a self-proving affidavit?

22 A. Correct.

23 Q. Now, if you look at the signature block where  
24 the notary signed, where it says "who is personally  
25 known to me," it doesn't seem to have a check box there.

1 It just says "who is personally known to me or who has  
2 produced [blank] as identification," right?

3 A. Correct.

4 Q. Is this the same person who notarized the  
5 exhibit we just put in evidence, Exhibit 15, the durable  
6 power of attorney -- 16, the durable power of attorney?

7 A. Yes.

8 Q. Okay. And again, with regard to  
9 Exhibit 4 -- strike that.

10 Do you recall where you signed Exhibit 4?

11 A. Yes.

12 Q. In whose office?

13 A. This was also done in Si's office.

14 Q. Okay. So you took -- you went personally  
15 again, along with Kim Moran, as your practice, to make  
16 sure that the documents were signed properly; true?

17 A. Correct.

18 Q. And that's important because, if the documents  
19 aren't properly signed, they might not be valid and  
20 enforceable?

21 A. That's correct.

22 Q. And I'm going to hand you Exhibit 5. This is  
23 the Simon L. Bernstein Amended and Restated Trust  
24 Agreement.

25 Was that signed the same day, at the same

1 time, with the same procedures?

2 A. Yes, it was.

3 Q. And would this have been signed with three  
4 originals?

5 A. Yes, it would be.

6 MR. ROSE: I would move Exhibit 5 into  
7 evidence, Your Honor.

8 THE COURT: Any objection?

9 [No response.]

10 THE COURT: All right. That's in evidence as  
11 Plaintiff's 5.

12 (Plaintiff's Exhibit No. 5 was received into  
13 evidence.)

14 BY MR. ROSE:

15 Q. Now, we looked at the history when you did the  
16 first set of documents. In the second set, you started  
17 in February through July.

18 Did you have a number of telephone conferences  
19 with Simon during that time?

20 A. Yes, we did.

21 Q. And at least a couple of face-to-face  
22 meetings?

23 A. Yes, we did.

24 Q. Did at any time Simon give you any indication  
25 that he was not fully mentally sharp and aware and

1 acting of his own volition?

2 A. Nope. He was Si that we had known since 2007.

3 Q. I'll close with Exhibit 17. This is a letter  
4 you sent to Simon Bernstein, enclosing a copy of his  
5 conformed will for him.

6 A. Yes, it is.

7 Q. And it's dated the 26th, the day after he  
8 signed the documents?

9 A. Correct.

10 Q. And did you also leave him with two of the  
11 originals of his trust?

12 A. Yes, we did.

13 MR. ROSE: I move -- did I move 17 in? Or I  
14 will move it in.

15 THE COURT: Number 7, is it?

16 MR. ROSE: Seventeen, sir.

17 THE COURT: Oh, I'm sorry.

18 Any objection?

19 [No response.]

20 THE COURT: All right. Then that's in  
21 evidence as Plaintiff's 17.

22 (Plaintiff's Exhibit No. 17 was received into  
23 evidence.)

24 BY MR. ROSE:

25 Q. Now, Simon passed away on September 13, 2012.

1 Does that sound right?

2 A. Yes, it does.

3 Q. I have Exhibit 18 as his death certificate.

4 MR. ROSE: I'll just move 18 into evidence.

5 THE COURT: Any objection?

6 [No response.]

7 THE COURT: All right. That's in evidence as  
8 Plaintiff's 18.

9 (Plaintiff's Exhibit No. 18 was received into  
10 evidence.)

11 BY MR. ROSE:

12 Q. So that's the death certificate for Simon  
13 Bernstein.

14 Did you have any further discussions or  
15 meetings with Simon after he signed the will and trust  
16 in 2012 and before he died?

17 A. Not that I recall, no.

18 Q. And you filed a notice of administration,  
19 opened an asset, published it in the Palm Beach Daily  
20 Review, did what you had to do?

21 A. Yes, we did.

22 Q. And you and Mr. Tescher were the personal  
23 representatives of the estate?

24 A. Yes, we were.

25 Q. And you and Mr. Tescher became the successor



1 trustees of Simon's amended trust after he passed away?

2 A. Yes, we did.

3 Q. I guess while he was still alive, he was still  
4 the sole trustee of his trust, which was revocable  
5 still?

6 A. Correct.

7 Q. And then upon his death, at some point, did  
8 Ted Bernstein become aware that he was going to become  
9 the successor trustee to the Shirley trust?

10 A. Yes. We had a meeting with Ted.

11 Q. And that was the first time he learned about  
12 the contents of her trust, as far as you know?

13 A. Correct.

14 Q. Initially, did anybody object to the documents  
15 or the fact that the beneficiaries were supposed to be  
16 the 10 grandchildren?

17 A. No.

18 Q. When was there first some kind of an objection  
19 or a complaint?

20 A. I can't recall exactly when it happened.

21 Q. Okay. Did you at some point get a letter from  
22 a lawyer at the Tripp Scott firm?

23 A. Yes, we did.

24 Q. Okay. I think she was asking you about  
25 something called the status of something called I View

1 It Company? Do you recall that?

2 A. Vaguely.

3 Q. Did you know what the Iviewit company was  
4 before you received a letter from the Tripp Scott  
5 lawyer?

6 A. I'm not sure. I'm not sure. I know today. I  
7 can't tell if I'm answering because I know about it  
8 today or if I knew about it at that time.

9 Q. Okay. And did -- was she asking for some  
10 documents from you?

11 A. Is this Ms. Yates?

12 Q. Yes.

13 A. Yes.

14 Q. And did you provide her with certain  
15 documents?

16 A. She had asked for copies of all of Shirley's  
17 and Si's estate planning documents.

18 Q. And did you provide her with all of the  
19 documents?

20 A. Yes, we did.

21 Q. Was one of the documents that you provided her  
22 not an accurate copy of what Shirley had executed during  
23 her lifetime?

24 A. That is true.

25 Q. Okay. And I guess I'll hand you Exhibit 6,

1 and this -- is Exhibit 6 a document that is not a  
2 genuine and valid testamentary document of Shirley  
3 Bernstein?

4 A. That's correct.

5 Q. Can you explain to the Court why Exhibit 6 was  
6 prepared and the circumstances?

7 A. It was prepared to carry out the intent of  
8 Mr. Bernstein in the meeting that he had had with his  
9 five children, and perhaps a vague -- or a layman -- a  
10 layman can make a mistake reading Shirley's documents  
11 and not understand who the intended beneficiaries were  
12 or what powers I had. So this document was created.

13 Q. Is it your belief that under the terms of  
14 Shirley's document from -- the ones she actually signed,  
15 that Simon had the power to appoint the funds to the ten  
16 grandchildren?

17 A. Yes. We -- we prepared the documents that  
18 way, and our planning transmittal letter to him  
19 reflected that.

20 Q. And this document is, I think you said, to  
21 explain it to a layperson in simpler fashion?

22 A. It was created so that the person that, you  
23 know, didn't read estate planning documents and prepare  
24 estate planning documents for a living -- you know,  
25 there was no intent to cut out Pam and Ted's children,

1 basically.

2 Q. Now, did you ever file this exhibit in the  
3 courthouse?

4 A. No, we did not.

5 Q. Did you ever use it for any purpose?

6 A. No, we did not.

7 Q. Was it at one point provided to Eliot's  
8 counsel?

9 A. Yes, it was.

10 Q. Now, the fact -- putting aside this document,  
11 were any of the other documents that we're talking about  
12 in any way altered or changed from the ones that were  
13 signed by Shirley or Simon?

14 A. No, they were not.

15 Q. Now, after these issues came to light, did  
16 Mr. Eliot Bernstein begin to attack you through the  
17 internet and through blogging and things like that?

18 A. He was doing that long before this document  
19 came to light.

20 Q. Okay. What was Eliot doing?

21 A. His first thing that he did was -- with  
22 respect to the courts, was to file an emergency petition  
23 to freeze assets and after his brother as successor  
24 trustee of his mother's trust had sold the condo.

25 MR. BERNSTEIN: Your Honor, can I object to

1 this line of questioning for relevance to validity?

2 THE COURT: What's the line of questioning  
3 you're talking about?

4 MR. BERNSTEIN: The slander defamation going  
5 on about me with, you know, what I do and --

6 THE COURT: Well, I wasn't aware there's a  
7 line of questioning going on. There is a question.  
8 You've objected to it.

9 MR. BERNSTEIN: Yes.

10 THE COURT: What's the objection to that  
11 question?

12 MR. BERNSTEIN: The relevancy to a validity  
13 hearing.

14 THE COURT: Okay. Can I have the court  
15 reporter read the question back?

16 (A portion of the record was read by the  
17 reporter.)

18 THE COURT: What is the relevance of whether  
19 this guy's posting on Facebook that's negative or  
20 not?

21 MR. ROSE: Well, a couple of things, but,  
22 primarily, we're just trying to determine whether  
23 these documents are valid.

24 THE COURT: Right.

25 MR. ROSE: And he is the only one who's saying

1           they're not valid, so I want to give some  
2           explanation as to why he's saying they're not  
3           valid, as opposed to --

4           THE COURT: I don't care why he's saying  
5           they're valid or invalid. I'll wait to see what  
6           the facts are. So I'll sustain the objection.

7           MR. ROSE: That's fine.

8 BY MR. ROSE:

9           Q. Did Simon Bernstein make any special  
10          arrangements, other than -- strike that.

11                   Did Simon or Shirley make any special  
12          arrangements, other than the testamentary documents that  
13          are admitted into evidence, for special benefits for  
14          Eliot Bernstein and his family?

15          A. No, they did not.

16          Q. Any special education trusts, other than  
17          the -- these five documents? And I believe there was  
18          some shares of stock that were put in trust for all ten  
19          grandchildren, right?

20          A. There was no special arrangements made other  
21          than the estate planning documents.

22          Q. After Simon died, did Eliot claim to you that  
23          Simon was supposed to have made some special  
24          arrangements for him?

25          MR. BERNSTEIN: Object to the relevancy again.

1 THE COURT: Overruled.

2 THE WITNESS: Yes, he did.

3 BY MR. ROSE:

4 Q. Did he ever give you an indication how much  
5 money he thought he was going to inherit when his  
6 father died, or his children would inherit when his  
7 father died?

8 A. Through his subsequent attorney, yes, he did.

9 Q. And how much money did he indicate he thought  
10 there should be?

11 A. I heard a number from one of his attorneys of  
12 40- to a \$100 million.

13 Q. Are you aware of any assets that Simon  
14 Bernstein had other than what he disclosed to you at the  
15 two times that we've looked at in 2007 and again in  
16 February of 2012?

17 A. No, I am not.

18 MR. ROSE: No further questions, Your Honor.

19 THE COURT: All right. Thanks.

20 Is there any cross?

21 MR. BERNSTEIN: Yes.

22 MR. MORRISSEY: Judge, I have questions as  
23 well.

24 THE COURT: Okay. Well, then, let me have the  
25 direct finished. That way, all the

1 cross-examination can take place without  
2 interruption. So everybody make sure you're  
3 fitting within the Plaintiff's side of the room's  
4 time limitations. We'll strictly obey those.

5 CROSS (ROBERT SPALLINA)

6 BY MR. MORRISSEY:

7 Q. Good afternoon, Mr. Spallina. My name's John  
8 Morrissey. I represent four of the adult grandchildren  
9 of Simon Bernstein.

10 And since we're here today about validity, I'm  
11 just going to go over, and try to be very brief,  
12 concerning the execution of these documents and your  
13 knowledge about the execution.

14 Exhibit 1, which has been entered as the will  
15 of Shirley Bernstein, I'd ask you to direct your  
16 attention to that document. And I'm looking here at  
17 page 7. I ask that you turn to page 7 of Exhibit 1.

18 Were you a witness of this document, this will  
19 that was executed by Shirley Bernstein on May 20th of  
20 2008?

21 A. Yes, I was.

22 Q. And was Diana Banks the other witness?

23 A. Yes, she was.

24 Q. And did you and Diana witness Mrs. Bernstein's  
25 execution of this document?



1 A. Yes, we did.

2 Q. You were present during her execution?

3 A. Yes, we were.

4 Q. And was she present during your execution of  
5 this document as a witness?

6 A. Yes, she was.

7 Q. And was she, Shirley Bernstein, present during  
8 Diana Banks' execution of this document?

9 A. Yes, she was.

10 Q. Okay. And I'm again focused on this  
11 Exhibit No. 1, this will of Shirley Bernstein dated  
12 May 20th of 2008.

13 Is it your opinion that at the time Shirley  
14 Bernstein executed this document she understood  
15 generally the nature and extent of her property?

16 A. Yes, she did.

17 Q. Okay. And at the time Shirley Bernstein  
18 executed Exhibit 1, did she have a general understanding  
19 of those who would be the natural objects of her bounty?

20 A. Yes, she did.

21 Q. Okay. And at the time she -- Shirley  
22 Bernstein executed Exhibit 1, did she have a general  
23 understanding of the practical effect of this will?

24 A. I believe she did.

25 Q. Okay. And in your opinion, was Shirley

1 Bernstein unduly influenced by any beneficiary of  
2 Exhibit 1 in connection with its execution?

3 A. Not to my knowledge.

4 Q. Okay. And do you have any knowledge of any  
5 beneficiary or anyone actively procuring Exhibit 1?

6 A. No, I do not.

7 Q. Okay. Moving on to Exhibit 2, which is  
8 Shirley Bernstein's trust executed on the same date,  
9 that is May 20th of 2008, I'll direct your attention to  
10 page 27 of Exhibit No. 2. And it appears that Shirley  
11 Bernstein executed that document on May 20th of 2008.  
12 And the witnesses were yourself and Traci -- I can't  
13 read her last name.

14 A. Traci Kratish.

15 Q. Okay. Did Shirley Bernstein execute  
16 Exhibit No. 2 in the presence of both you and Traci  
17 Kratish?

18 A. Yes, she did.

19 Q. Okay. And did you execute Exhibit No. 2 in  
20 the presence of Shirley Bernstein and Traci Kratish?

21 A. Yes, I did.

22 Q. Okay. And did Traci Kratish execute  
23 Exhibit No. 2 in your presence and Shirley Bernstein's  
24 presence?

25 A. Yes, she did.

1 Q. Okay. And at the time Shirley Bernstein  
2 executed Exhibit No. 2, which is her 2008 trust, is it  
3 your opinion that she had a general understanding of the  
4 nature and extent of her property?

5 A. Yes, she did.

6 Q. Okay. And at the time that Shirley Bernstein  
7 executed Exhibit No. 2, is it your opinion that she  
8 understood generally the relationship of those who  
9 would -- were the natural objects of her bounty?

10 A. Yes.

11 Q. Okay. And at the time Shirley Bernstein  
12 executed Exhibit No. 2, is it your opinion that she  
13 generally understood the practical effect of this  
14 document?

15 A. I believe she did.

16 Q. Okay. And did you have any belief that  
17 Shirley Bernstein was unduly influenced in connection  
18 with -- by any beneficiary in connection with her  
19 execution of Exhibit No. 2?

20 A. Not to my knowledge.

21 Q. Okay. And do you know or have any information  
22 about any beneficiary or anyone else actively procuring  
23 Exhibit No. 2?

24 A. I do not.

25 Q. Okay. And with respect -- now we'll move on

1 to Exhibit No. 3, which is the first amendment of  
2 Shirley Bernstein's trust, executed on November 18th of  
3 2008. And I'll direct your attention on that Exhibit 3  
4 to Page No. 2. And on Page No. 2 --

5 Well, let me ask this question. Did Shirley  
6 Bernstein execute Exhibit No. 3 in the presence of both  
7 you and Rachel Walker?

8 A. Yes, she did.

9 Q. Okay. And did you execute Exhibit No. 3 in  
10 the presence of Shirley Bernstein and Rachel Walker?

11 A. Yes, I did.

12 Q. And did Rachel Walker execute this document,  
13 Exhibit No. 3, in the presence of Shirley Bernstein and  
14 yourself?

15 A. Yes, she did.

16 Q. Okay. And at the time Exhibit No. 3 was  
17 executed, is it your opinion that Ms. Bernstein  
18 understood generally the nature and extent of her  
19 property?

20 A. Yes, I believe so.

21 Q. And is it your opinion that at the time  
22 Shirley Bernstein executed Exhibit No. 3, she generally  
23 understood the relationship of those who would be the  
24 natural objects of her bounty?

25 A. Yes, I believe so.

1 Q. Okay. And at the time Shirley Bernstein  
2 executed Exhibit No. 3, is it your opinion that she  
3 generally understood the practical effect of this trust  
4 amendment?

5 A. Yes, I believe so.

6 Q. Okay. And do you have any knowledge or  
7 information about any beneficiary or any other person  
8 unduly influencing Shirley Bernstein to execute  
9 Exhibit No. 3?

10 A. I do not.

11 Q. Okay. And do you have any knowledge or  
12 information about any person, beneficiary or otherwise,  
13 actively procuring Exhibit No. 3?

14 A. I do not.

15 Q. Okay. Moving on to Exhibit No. 4 then, which  
16 is the will of Simon Bernstein, and that is a will that  
17 Mr. Bernstein executed on July -- yes, July 25 of 2012.  
18 And let me direct your attention to page 7 of that will,  
19 Exhibit No. 4.

20 And did Simon Bernstein execute this document  
21 in the presence of you and Kimberly Moran on July 25,  
22 2012?

23 A. Yes, he did.

24 Q. And did you execute this document,  
25 Exhibit No. 4, as a witness in the presence of Simon

1 Bernstein and Kimberly Moran on that date?

2 A. Yes, I did.

3 Q. And did Kimberly Moran execute Exhibit No. 4  
4 as a witness in the presence of Simon Bernstein and  
5 yourself?

6 A. Yes, she did.

7 Q. Okay. And on this date -- or at the time of  
8 execution on this date of July 25, 2012, did Simon  
9 Bernstein understand in a general way the nature and  
10 extent of his property?

11 A. Yes, he did.

12 Q. Okay. At the time that Exhibit No. 4 was  
13 executed, did Simon Bernstein generally understand the  
14 relationship of those who would be the natural objects  
15 of his bounty?

16 A. Yes, he did.

17 Q. And at the time Exhibit No. 4 was executed,  
18 did -- in your opinion, did Simon Bernstein understand  
19 the practical effect of this will?

20 A. Yes, he did.

21 Q. Okay. And do you have any knowledge or  
22 information about any person, whether beneficiary or  
23 otherwise, actively procuring this Exhibit No. 4?

24 A. No, I do not.

25 Q. Do you have any information about any person,

1 beneficiary or otherwise, unduly influencing Simon  
2 Bernstein to execute Exhibit No. 4?

3 A. I do not.

4 Q. Okay. And moving on to the last document  
5 then, Exhibit No. 5, which is the Simon Bernstein  
6 Amended and Restated Trust Agreement, and I'll direct  
7 your attention to page 24 of that Exhibit No. 5.

8 On July 25, 2012, did Simon Bernstein execute  
9 this trust agreement in the presence of you and Kimberly  
10 Moran?

11 A. Yes, he did.

12 Q. And did you execute this trust, Exhibit No. 5,  
13 as a witness in front of Simon Bernstein and Kimberly  
14 Moran?

15 A. I did.

16 Q. And did Kimberly Moran execute Exhibit No. 5  
17 as a witness in front of Simon Bernstein and yourself?

18 A. She did.

19 Q. Okay. And at the time Simon Bernstein  
20 executed Exhibit No. 5, in your opinion, did he  
21 generally understand the nature and extent of his  
22 property?

23 A. He did.

24 Q. And at the time Exhibit No. 5 was executed,  
25 did Simon Bernstein, in your opinion, generally

1 understand the relationship of those who would be the  
2 natural objects of his bounty?

3 A. He did.

4 Q. And did Simon Bernstein, when Exhibit No. 5  
5 was executed, understand generally the practical effect  
6 of this trust agreement?

7 A. Yes, he did.

8 Q. And at the time Exhibit No. 5 was executed, do  
9 you have any knowledge about any person, whether  
10 beneficiary or otherwise, unduly influencing  
11 Mr. Bernstein, Simon Bernstein, to execute this  
12 Exhibit No. 5?

13 A. Nothing that I'm aware of.

14 Q. Okay. And do you have any knowledge or  
15 information about any person, whether beneficiary or  
16 otherwise, actively procuring Exhibit No. 5?

17 A. I do not.

18 MR. MORRISSEY: I have no further questions,  
19 Judge.

20 THE COURT: All right. Thanks.

21 Now, is there any cross? You're not required  
22 to ask any questions, but you just need to let me  
23 know if you're going to.

24 MR. BERNSTEIN: Oh, are you asking me? I had  
25 no idea.



1 THE COURT: I'm not asking you. I'm just  
2 telling you, if you have questions for the witness,  
3 this is your opportunity to ask them; if you don't  
4 have any questions, you don't have to ask any. But  
5 if you're going to, you have to start now.

6 CROSS (ROBERT SPALLINA)

7 BY MR. BERNSTEIN:

8 Q. Mr. Spallina, you were called today to provide  
9 some expert testimony, correct, on the --

10 A. No, I was not.

11 Q. Oh, okay. You're just going based on your  
12 doing the work as Simon Bernstein's attorney and Shirley  
13 Bernstein's attorney?

14 A. Yes.

15 Q. Okay. Are you still an attorney today?

16 A. I am not practicing.

17 Q. Can you give us the circumstances regarding  
18 that?

19 A. I withdrew from my firm.

20 Q. Are you under a consent order with the SEC?

21 MR. ROSE: Objection. Relevance.

22 THE COURT: Sustained.

23 BY MR. BERNSTEIN:

24 Q. Did you sign a consent order for insider  
25 trading --

1 A. Yes, I did.

2 Q. -- with the SEC?


3 You did. Can you give us the circumstances of  
4 your consent order?

5 MR. ROSE: Objection. Relevance.

6 THE COURT: That won't be relevant. Please  
7 move on to the next question.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

 10 Q. Were you -- did you plead to a felony crime?

11 MR. ROSE: Objection. Relevance.

12 THE COURT: Overruled.

13 MR. BERNSTEIN: Well, it's relevant as to --

14 THE COURT: I didn't ask for argument.

15 MR. BERNSTEIN: Well, what did you say?

16 THE COURT: I didn't ask for argument. I  
17 sustained the objection -- no, I sustained the last  
18 objection. This one I'm overruling.

19 You can answer.

20 MR. BERNSTEIN: I can't ask him if he's a  
21 felon?

22 THE COURT: You're asking the wrong guy.

23 MR. BERNSTEIN: Okay. Are --

24 THE COURT: The witness is -- you asked the  
25 question.

1 BY MR. BERNSTEIN:

2 Q. Are you a convicted felony?

3 THE COURT: Let's back up a second.

4 MR. BERNSTEIN: Yes, sir.

5 THE COURT: When you're asking for a ruling,  
6 and I make one, then we're going to have the  
7 witness answer.

8 MR. BERNSTEIN: Okay.

9 THE COURT: I made my ruling. I'm letting the  
10 witness answer your earlier question, unless you're  
11 withdrawing it. Are you withdrawing your earlier  
12 question?

13 MR. BERNSTEIN: No.

14 THE COURT: You can answer the question, which  
15 is, did you plead to a felony?

16 MR. BERNSTEIN: Sorry, sir.

17 THE WITNESS: I have not.

18 THE COURT: Okay. Next question.

19 BY MR. BERNSTEIN:

20 Q. Have you pled guilty to a misdemeanor?

21 A. I have not.

22 Q. Were you involved in a insider trading case?

23 MR. ROSE: Objection. Relevance.

24 THE COURT: Sustained. Next question.

25 MR. BERNSTEIN: Does that mean he doesn't have

1 to answer that?

2 THE COURT: How many times have you been in  
3 court?

4 MR. BERNSTEIN: Just a few where I've had to  
5 do this.

6 THE COURT: You know how this works.

7 MR. BERNSTEIN: I really don't.

8 THE COURT: All right. If I sustain an  
9 objection, that's means he does not answer the  
10 question.

11 MR. BERNSTEIN: Okay. And overruled?

12 THE COURT: If I overrule an objection, that  
13 means the witness does answer the question.

14 MR. BERNSTEIN: Okay.

15 THE COURT: And I've asked you to ask your  
16 next question.

17 MR. BERNSTEIN: Okay.

18 BY MR. BERNSTEIN:

19 Q. Is that your picture on the Florida Law  
20 Review, SEC case settled against Florida attorneys?

21 MR. ROSE: Objection. Relevance.

22 THE COURT: Sustained.

23 Do you have any questions on the issues that I  
24 have to decide in this case?

25 MR. BERNSTEIN: Well, his testimony is based

1 on his truthfulness.

2 THE COURT: My question is, do you have any  
3 questions you want to ask about the issues relevant  
4 to this case?

5 MR. BERNSTEIN: Yes. This is relevant to this  
6 case.

7 THE COURT: I disagree.

8 MR. BERNSTEIN: Oh, okay.

9 THE COURT: I thought I made that very clear  
10 in my ruling. You probably want to move on to a  
11 relevant issue.

12 MR. BERNSTEIN: Okay.

13 BY MR. BERNSTEIN:

14 Q. Mr. Spallina, have you been in discussion with  
15 the Palm Beach County Sheriff's Office regarding the  
16 Bernstein matters?

17 MR. ROSE: Objection. Relevance.

18 THE COURT: Overruled.

19 You can answer that.

20 THE WITNESS: Yes, I have.

21 BY MR. BERNSTEIN:

22 Q. And did you state to them that you  
23 fraudulently altered a Shirley trust document and then  
24 sent it through the mail to Christine Yates?

 25 A. Yes, I did.

1 Q. Have you been charged with that by the Palm  
2 Beach County Sheriff yet?

3 A. No, I have not.

4 Q. Okay. How many times were you interviewed by  
5 the Palm Beach County Sheriff?

6 MR. ROSE: Objection. Relevance.

7 THE COURT: Sustained.

8 BY MR. BERNSTEIN:

9 Q. Did you mail a fraudulently signed document to  
10 Christine Yates, the attorney for Eliot Bernstein's  
11 minor children?

12 MR. ROSE: Objection. Relevance.

13 THE COURT: Overruled.

14 THE WITNESS: Yes.

15 BY MR. BERNSTEIN:

16 Q. And when did you acknowledge that to the  
17 courts or anybody else? When's the first time you came  
18 about and acknowledged that you had committed a fraud?

19 A. I don't know that I did do that.

20 Q. Well, you just said you went to the Palm Beach  
21 County Sheriff and admitted altering a document and put  
22 it in the mail.

23 THE COURT: Let me stop you there. If you  
24 want to ask the witness questions, you're permitted  
25 to do that. If you would like to argue with the

1 witness, that's not -- do you have any questions  
2 you want to ask?

3 MR. BERNSTEIN: Yes.

4 BY MR. BERNSTEIN:

5 Q. So you sent a fraudulent document to Eli  
6 Bernstein's minor children's counsel.

7 Can you tell us what that document did to  
8 affect the dispositive Shirley trust document?

9 A. It has no effect.

10 Q. What was its intended effect of altering the  
11 document?

12 A. To carry out your father's wishes in the  
13 agreement that he had made with the five of you for a  
14 layperson that would be reading the documents.

15 Q. You were carrying out his wishes by  
16 fraudulently altering a document?

17 MR. ROSE: Objection.

18 THE COURT: Sustained.

19 That's argumentative. I don't want you to  
20 argue with the witness. That's an argument.

21 MR. BERNSTEIN: Okay.

22 BY MR. BERNSTEIN:

23 Q. Did the fraudulently altered document change  
24 the beneficiaries that were listed in Shirley's trust?

25 A. They did not.

1 Q. Who are the beneficiaries of Shirley's trust?

2 A. It depends on -- under the trust instrument,  
3 in the absence of Si exercising his power of  
4 appointment, it would be yourself and your two sisters,  
5 Lisa and Jill.

6 Q. Oh. So the only beneficiaries in Shirley's  
7 trust are me, Lisa and Jill.

8 Is that directly or through a family trust?

9 A. Your father had established -- your parents  
10 had established family trusts for the three of you to  
11 receive assets from the trust.

12 Q. Okay. So in that document that you sent to  
13 Christine Yates, did you include Ted and Pam's lineal  
14 descendants under the amendment that you fraudulently  
15 drafted and sent to her?

16 MR. ROSE: Objection. Argumentative.

17 THE COURT: Sustained.

18 BY MR. BERNSTEIN:

19 Q. Did in any way the document that you  
20 fraudulently altered and sent to Yates change the  
21 beneficiaries from Eliot, Lisa and Jill and their lineal  
22 descendants to anybody else?

23 THE COURT: May I ask a question?

24 MR. BERNSTEIN: Yes, sir.

25 THE COURT: This document that you're





1 referring to, is anybody asking me to probate that  
2 document?

3 MR. BERNSTEIN: Well, it's part of the estate  
4 plan. It's part --

5 THE COURT: Is anybody seeking relief, either  
6 you or the other side, under that document?

7 MR. BERNSTEIN: Yeah. They're seeking to  
8 change the beneficiaries of my mom's trust through  
9 that document and others.

10 THE COURT: You're misperceiving my question.

11 MR. BERNSTEIN: Oh, okay. Sorry.

12 THE COURT: That document, which  
13 is -- nobody's put it in evidence; I don't know  
14 what it is, but it's -- that thing that you're  
15 asking the witness about, is somebody seeking  
16 relief based upon that document?


17 MR. ROSE: Absolutely not. The opposite.

18 THE COURT: All right. Are you seeking relief  
19 based upon that document?

20 MR. BERNSTEIN: Yeah. Oh, absolutely.

21 THE COURT: All right. Are you claiming that  
22 that document is subject to probate?

23 MR. BERNSTEIN: Yeah.

 24 THE COURT: Is the lady who's giving you  
25 advice your attorney?

1 MR. BERNSTEIN: No.

2 THE COURT: Ma'am, are you admitted to the bar  
3 in Florida? Remember what I told you earlier.  
4 I've let you sit there as a courtesy. Generally, I  
5 don't let wives or friends or anybody else sit at  
6 the table where the parties are because it confuses  
7 me. But you're giving that guy advice and you're  
8 also not listening to me, which I find odd, because  
9 I'm going to have you move you back to the gallery  
10 now. Please have a seat in the gallery. Please  
11 have a seat in the gallery. Please have a seat in  
12 the gallery. Soon. When courtesy is not returned,  
13 courtesy is withdrawn. Please have a seat in the  
14 gallery. Thank you.

15 Do you have any other questions of the  
16 witness?

17 MR. BERNSTEIN: Can I submit this as evidence  
18 to the Court?

19 THE COURT: Is that the document you've been  
20 asking the witness about?

21 MR. BERNSTEIN: Yeah.

22 THE COURT: All right. Any objection to it  
23 being received as an exhibit?

24 MR. ROSE: I don't have any objection to it  
25 being received as an exhibit. But as Your Honor

1 noted, we aren't seeking to probate it, and we're  
2 not suggesting it's valid in the first place.

3 THE COURT: All right. Well, let me see what  
4 that document is, so then I'll see if I can make  
5 some sense out of it.

6 You can't -- Gary's always afraid that if  
7 somebody's not a member of the bar, they might do  
8 something bad to me. Officers of the court aren't  
9 allowed to do things bad to the judge. Other folks  
10 don't know that. And so Gary watches out carefully  
11 for my well-being.

12 MR. BERNSTEIN: Gotcha.

13 THE COURT: Okay. So this is a document  
14 that's titled "First Amendment to Shirley Bernstein  
15 Trust Agreement."

16 MR. BERNSTEIN: Correct.

17 THE COURT: And it's in the book that I've  
18 been given earlier by the plaintiff as Tab 6.  
19 You're seeking to put it into evidence as  
20 Defendant's 1?

21 MR. BERNSTEIN: Okay.

22 THE COURT: Right?

23 MR. BERNSTEIN: Sure. Yes, sir.

24 THE COURT: You're offering it as an exhibit?

25 MR. BERNSTEIN: No, Evidence 1.

1 THE COURT: The objection to it is that it's  
2 not relevant?

3 MR. ROSE: Not relevant. Right, relevance.  
4 And it's also not something we're seeking to be  
5 probated or treated as authentic and genuine.

6 THE COURT: Well, the other side is seeking to  
7 use the terms of this document instead of the terms  
8 of the amendment that's in evidence, right?

9 MR. ROSE: I don't believe that's what he's  
10 doing.

11 THE COURT: I'm not sure what he's doing, but  
12 in an abundance of caution, I'm going to receive it  
13 for what relevance it might have. I don't perceive  
14 any yet, but we'll see what happens.

15 So this is Defendant 1.

16 (Defendant's Exhibit No. 1 was received into  
17 evidence.)

18 THE COURT: Any other questions of the  
19 witness?

20 MR. BERNSTEIN: Sure.

21 BY MR. BERNSTEIN:

22 Q. You've testified here about Kimberly Moran.

23 Can you describe your relationship with her?

24 A. She's been our long-time assistant in the  
25 office.

1 Q. Was she convicted of felony fraudulent  
2 notarization in the Estate of Shirley Bernstein?

3 MR. ROSE: Objection. Relevance.

4 THE COURT: Overruled.

5 You're asking if she was convicted of a felony  
6 with respect to the Estate of Shirley Bernstein?


7 You can answer the question.

8 MR. BERNSTEIN: Correct.

 9 THE WITNESS: I believe she was.


10 BY MR. BERNSTEIN:

11 Q. And what was she convicted for?

12 A. She had notarized the waiver releases of  
13 accounting that you and your siblings had previously  
 14 provided, and we filed those with the court.

15 Q. We filed those with the court.

16 Your law firm submitted fraudulent documents  
17 to the court?

 18 A. No. We filed -- we filed your original  
19 documents with the court that were not notarized, and  
20 the court had sent them back.

21 Q. And then what happened?

22 A. And then Kimberly forged the signatures and  
23 notarized those signatures and sent them back.


24 Judge Colon has a rule in his court to have  
25 those documents notarized, even though that's not the

1 requirement under the Florida Probate Code.

2 Q. So when you didn't follow the rule, you  
3 frauded [sic] and forged the document?

4 MR. ROSE: Objection. Argumentative.

5 THE COURT: Sustained.

 6 THE WITNESS: I had nothing to do with that.

7 THE COURT: You've got to stop a second.

8 MR. BERNSTEIN: Yes, sir.

9 THE COURT: If you continue to argue with the  
10 witness, then I'll assume you don't have any more  
11 questions. I sustained that last objection to  
12 argumentative.

13 MR. BERNSTEIN: I'm a little confused --

14 THE COURT: I'm sorry about your confusion,  
15 but there are ways you could have dealt with that  
16 before this trial. If you are confused during the  
17 trial, you better get unconfused as quickly as you  
18 can because bad things will happen. And I don't  
19 want bad things to happen. I want to get the facts  
20 so that I can accurately decide the case on its  
21 merits.

22 Stop arguing, ask questions, let the witness  
23 answer, and listen to any rulings that I make on  
24 the objections. That's the last time I'll repeat  
25 that advice to you. Thank you.

1 BY MR. BERNSTEIN:

2 Q. What law firm submitted those documents to the  
3 court?

4 A. Tescher & Spallina, P.A.

5 Q. Are you a partner in that firm?

6 A. I was.

7 Q. So your firm that you were a partner with sent  
8 in documents that were fraudulent to the court?

9 MR. ROSE: Objection. Cumulative.

10 THE COURT: Sustained.

11 BY MR. BERNSTEIN:

12 Q. Did Tescher & Spallina law firm submit  
13 Kimberly Moran's forged and fraudulent document waivers  
14 to the court?

15 MR. ROSE: Objection. Cumulative.

16 THE COURT: He already said he did.

17 MR. BERNSTEIN: What is that?

18 THE COURT: Cumulative means you've already  
19 had that answer given.

20 MR. BERNSTEIN: No, I didn't have that.

21 THE COURT: He's already said that he did.

22 MR. BERNSTEIN: I'm asking if they deposited  
23 them with the court.

24 THE COURT: And he said they didn't.

25 MR. BERNSTEIN: Well, I asked him, and he

1 said --

2 THE COURT: I won't argue with you. Do you  
3 want to go on to the next item or not?

4 MR. BERNSTEIN: Oh, okay, I do.

5 THE COURT: Okay. Next question, please.

6 BY MR. BERNSTEIN:

7 Q. Did your office -- did you submit documents to  
8 close the estate of Shirley with Simon as the personal  
9 representative at a time Simon was dead?

10 A. We did.

11 Q. You did? Excuse me? I didn't hear an answer.

12 A. I said yes.

13 Q. So Shirley's estate was closed by a dead  
14 personal representative.

15 Can you give me the time that the estate was  
16 closed by Simon while he was dead?

17 MR. ROSE: Objection. Argumentative.

18 THE COURT: Overruled.

19 You can answer.

20 THE WITNESS: I believe it was October,  
21 November 2012.

22 BY MR. BERNSTEIN:

23 Q. Do you want to check your records on that?

24 A. I believe it was after his death. I know he  
25 died September 13, 2012. And we had received late from





1 one of your sisters the signed waiver. So it was  
2 probably in November, somewhere around there.

3 Q. You stated that Simon -- that Kimberly did  
4 five waivers for the siblings that she sent back in  
5 fraudulently to the court through your law firm.

6 Did she also do a fraudulent forged signature  
7 of a waiver for Simon?

8 A. I'm not sure. I guess if you're saying she  
9 did --

10 Q. Well, the court has on file a waiver of  
11 Simon's that she's admitted to.

12 A. We filed all of the waivers originally with  
13 the court all signed by the appropriate parties, and the  
14 court kicked those back. And she forged and notarized  
15 new documents and sent them to the court. She felt she  
16 had made a mistake.

17 Q. Okay. Are you aware of an April 9th full  
18 waiver that was allegedly signed by Simon and you?

19 A. Yeah. That was the waiver that he had signed.  
20 And then in the May meeting, we discussed the five of  
21 you, all the children, getting back the waivers of the  
22 accountings.

23 Q. Okay. And in that April 9th full waiver you  
24 used to close my mother's estate, does Simon state that  
25 he has all the waivers from all of the parties?



1 A. He does. We sent out -- he signed that, and  
2 we sent out the waivers to all of you.

3 Q. Okay. So on April 9th of 2012, Simon signed,  
4 with your presence, because your signature's on the  
5 document, a document stating he had all the waivers in  
6 his possession from all of his children.

7 Had you sent the waivers out yet as of  
8 April 9th?



9 THE COURT: What is it that you want the  
10 witness to answer? There was several questions.

11 MR. BERNSTEIN: Oh, compounded a little bit?

12 THE COURT: Yes.

13 MR. BERNSTEIN: Sorry.

14 THE COURT: So you even --

15 MR. BERNSTEIN: I'll kick that back.

16 THE COURT: So you even know the lingo of the  
17 objections.

18 MR. BERNSTEIN: I'll kick that back to one at  
19 a time, because it's an important point.

20 BY MR. BERNSTEIN:

21 Q. April 9th, 2012, you have a signed full waiver  
22 of Simon's that says that he is in possession of all of  
23 the signed waivers of all of the parties?



24 A. Standard operating procedure, to have him  
25 sign, and then to send out the documents to the kids.

1 Q. Was Simon in possession -- because it's a  
2 sworn statement of Simon saying, I have possession of  
3 these waivers of my children on today, April 9th,  
4 correct, the day you two signed that?

5 Okay. So if you hadn't sent out the waivers  
6 yet to the --

7 A. I'm not certain when the waivers were sent  
8 out.

9 Q. Were they sent out after the --

10 A. I did not send them out.

11 Q. Okay. More importantly, when did you receive  
12 those? Was it before April 9th or on April 9th?

13 A. We didn't receive the first one until May.  
14 And it was your waiver that we received.

15 Q. So how did you allow Simon, as his attorney,  
16 to sign a sworn statement saying he had possession of  
17 all of the waivers in April if you didn't get mine 'til  
18 May?

19 MR. ROSE: Objection. I think it's relevance  
20 and cumulative. He's already answered.

21 THE COURT: What's the relevance?

22 MR. BERNSTEIN: Oh, this is very relevant.

23 THE COURT: What is the relevance on the issue  
24 that I have to rule on today?

25 MR. BERNSTEIN: On the validity? Well, it's

1 relevant. If any of these documents are relevant,  
2 this is important if it's a fraud.

3 THE COURT: I'll sustain the objection.

4 MR. BERNSTEIN: Okay. Can I -- okay.

5 BY MR. BERNSTEIN:

6 Q. When did you get -- did you get back prior to  
7 Simon's death all the waivers from all the children?

8 A. No, we did not.

9 Q. So in Simon's April 9th document where he  
10 says, he, Simon, on April 9th has all the waivers from  
11 his children while he's alive, and you didn't even get  
12 one 'til after he passed from one of his children, how  
13 could that be a true statement?

14 MR. ROSE: Objection. Relevance. Cumulative.

15 THE COURT: Sustained.

16 Here's what I'm going to decide at the end of  
17 the day; I'm going to decide whether Shirley's 2008  
18 will and trust and 2008 amendment are valid and  
19 enforceable. I'm going to decide whether Simon's  
20 2012 will and 2012 trust documents are valid and  
21 enforceable. You have a lot more on your mind than  
22 I have on mine. You do. Right? But those are the  
23 things that I'm working on. So I'm focused like a  
24 laser and you're focused more like a shotgun. I'm  
25 telling you this so that you can focus more tightly

1 on the questions you're asking and the facts you're  
2 developing so they'll help me make an accurate  
3 decision on those things that I'm going to decide  
4 today. You can keep asking questions that don't go  
5 anywhere, but I would hope that you'll adjust your  
6 approach so that you'll help me make an accurate  
7 decision.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

10 Q. And on validity, let's just get right to that  
11 real quick. You've testified to a lot of documents here  
12 today, correct, of the estate documents you drafted,  
13 correct?

14 A. Yes, I did.

15 Q. Did you gain any pecuniary interest, did you  
16 gain any titles in those documents?

17 A. Pecuniary interest? No. I was named by your  
18 father as personal representative and trustee of his  
19 trust.

20 Q. And so you executed -- you drafted the  
21 documents, you signed them as a witness, and you gained  
22 interest in the documents, correct?

23 A. No, I did not.

24 Q. You didn't gain interest as a trustee --

25 MR. ROSE: Objection.

1 BY MR. BERNSTEIN:

2 Q. -- or a personal representative of those  
3 documents?

4 MR. ROSE: Objection. Cumulative. Asked and  
5 answered.

6 THE COURT: Overruled.

7 THE WITNESS: I was named as his personal  
8 representative and trustee, along with my partner.

9 BY MR. BERNSTEIN:

10 Q. Did you witness the document?

11 A. I did.

12 Q. Did you draft the document?

13 A. I did.

14 Q. Okay. You mentioned there was Kimberly Moran  
15 there at the signing of these documents, correct?

16 A. She was.

17 Q. Okay. Can you point her out, because I'm  
18 going to need her to testify as to the validity?

19 A. I do not see her in the courtroom.

20 Q. Okay. You mentioned a Traci Kratish. Can you  
21 point her out in the courtroom today to validate the  
22 documents?

23 A. I don't see Traci in the room either.

24 Q. So she was another witness that is not here  
25 present to validate the documents today? Well, it's

1 awful -- okay.

2 Is Kimberly Moran here who notarized the  
3 documents.

4 MR. ROSE: Objection. Cumulative. Asked that  
5 a minute ago.

6 MR. BERNSTEIN: I didn't -- did I? Was it  
7 Moran --

8 THE COURT: No, I thought it was some other  
9 name.

10 MR. BERNSTEIN: So did I.

11 THE COURT: Is Kimberly here?

12 THE WITNESS: She's not.

13 THE COURT: Okay. Next question.

14 BY MR. BERNSTEIN:

15 Q. Okay. Being a former estate planning  
16 attorney. To validate a document, wouldn't you have the  
17 parties who witnessed and notarized and signed present?

18 MR. ROSE: Objection. Relevance.

19 Misstates --

20 THE COURT: Sustained.

21 BY MR. BERNSTEIN:


22 Q. Is it necessary to validate documents with the  
23 necessary notaries and witnesses present?

24 MR. ROSE: Objection. Calls for a legal  
25 conclusion.

1 THE COURT: Well, I'm the one that's going  
2 make that decision. I don't care what the witness  
3 says about the law.

4 MR. BERNSTEIN: I gotcha. Okay.

5 THE COURT: So this would be a good time for  
6 us to take a pause. We're not making headway.

 7 You ever here of cavitation when it comes to  
8 boat propellers?

9 MR. BERNSTEIN: No.

10 THE COURT: Okay. I don't know a lot about  
11 the physics of it, but a boat goes forward based on  
12 a propeller spinning in the water. And it happens  
13 sometimes in racing boats, maybe other boats too,  
14 that you get the propeller going so fast or you do  
15 something so much with the propeller that it  
16 cavitates, which means that it's not actually  
17 pushing in the water. It's making a lot of noise.  
18 It's spinning like crazy. It's furiously working,  
19 but it's not propelling the boat forward. I want  
20 to suggest to you that you've hit a point of  
21 cavitation. So this would be a good time for us to  
22 take our lunch break so that when we get back we'll  
23 go forward with this ship that is our trial.

24 MR. BERNSTEIN: How long?

25 THE COURT: It'll be until 1:30.



1 MR. BERNSTEIN: Okay.

2 THE COURT: That'll give everybody a time to  
3 revive, if necessary, and we'll reconstitute  
4 ourselves at 1:30. Thanks.

5 (A break was taken.)

6 (Proceedings continued in Volume 2.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

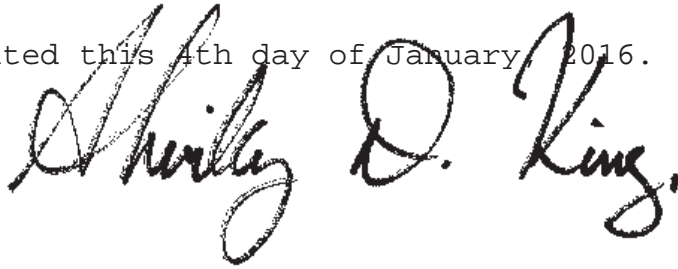
C E R T I F I C A T E

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Shirley D. King, Registered Professional Reporter, State of Florida at large, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 4th day of January, 2016.



---

Shirley D. King, RPR, FPR

Job #1358198-VOL 1

<hr/> <p style="text-align: center;"><b>\$</b></p> <hr/> <p><b>\$1.2</b> 49:25 <b>\$100</b> 81:12 <b>\$100,000</b> 48:7 <b>\$18</b> 23:11 46:12 <b>\$2</b> 54:6 <b>\$200,000</b> 32:2,9</p> <hr/> <p style="text-align: center;"><b>0</b></p> <hr/> <p><b>0</b> 55:13 <b>07</b> 23:12 <b>08</b> 24:3,5</p> <hr/> <p style="text-align: center;"><b>1</b></p> <hr/> <p><b>1</b> 15:23 34:3,6, 10,15,16 39:10 54:12 61:14,20 62:2 82:14,17 83:11,18,22 84:2,5 101:20, 25 102:15,16 <b>1,150,000</b> 49:2 <b>1,550,000</b> 49:12 <b>10</b> 13:9,10,22 14:3,4 22:3 58:9 75:16 <b>100</b> 48:14 <b>100,000</b> 48:18 <b>11</b> 26:12,21 27:1,2,5,11 <b>11/14/07</b> 14:13 <b>11/14/2007</b> 15:3 <b>11/16</b> 15:6 <b>12</b> 22:9,12 24:5 <b>12/19</b> 23:23 <b>12/19/07</b> 23:22, 24 <b>13</b> 23:5 45:18, 22 46:2,3,19 53:22 59:1 73:25 106:25 <b>14</b> 60:24 61:3, 7,8 <b>14th</b> 22:4 23:12 <b>15</b> 17:21 63:18 64:5,10,11</p>	<p>71:5 <b>16</b> 65:22,24 66:17,21,22 71:6 <b>16th</b> 12:15 <b>17</b> 62:6 73:3, 13,21,22 <b>18</b> 23:13 25:16, 17 47:16 74:3, 4,8,9 <b>18th</b> 40:15 86:2 <b>19</b> 12:25 25:17 26:14 <b>1st</b> 59:1</p> <hr/> <p style="text-align: center;"><b>2</b></p> <hr/> <p><b>2</b> 35:9 36:11 39:11 51:6 55:14 61:12, 14,21 62:2,3 84:7,10,16,19, 23 85:2,7,12, 19,23 86:4 <b>20</b> 24:9 <b>2000</b> 17:21 18:17 20:4,14 21:8,24 30:11 <b>2002</b> 37:19 <b>2007</b> 11:25 12:15 22:4 25:25 46:11 47:16 49:23 51:18 53:1 73:2 81:15 <b>2008</b> 8:25 9:1, 2,5,6,21,25 10:4,5 24:9,11 25:25 26:15 33:3,14 34:1 35:12 37:1,17, 20 38:24 40:15,16 41:5 49:22,23 61:12 64:21 82:20 83:12 84:9,11 85:2 86:3 110:17,18 <b>2010</b> 42:22 43:17 58:25 <b>2012</b> 9:17,18 45:15,21</p>	<p>46:13,18 51:15,21 53:1 57:17 59:1,2 62:7 63:23 64:17 67:18,24 73:25 74:16 81:16 87:17,22 88:8 89:8 106:21,25 108:3,21 110:20 <b>20th</b> 82:19 83:12 84:9,11 <b>24</b> 89:7 <b>24th</b> 63:23 65:16 <b>25</b> 20:15 21:17, 19 67:18 87:17,21 88:8 89:8 <b>250</b> 55:14 <b>25th</b> 67:24 <b>26th</b> 15:5 73:7 <b>27</b> 36:8 84:10</p> <hr/> <p style="text-align: center;"><b>3</b></p> <hr/> <p><b>3</b> 38:20 39:1,6, 7,11 51:7 61:14,22 62:2 86:1,3,6,9,13, 16,22 87:2,9, 13 <b>31</b> 24:3 <b>33</b> 23:6 33:22 <b>365,000</b> 52:13</p> <hr/> <p style="text-align: center;"><b>4</b></p> <hr/> <p><b>4</b> 67:19,20,22 68:2 70:3,8,9, 15 71:9,10 87:15,19,25 88:3,12,17,23 89:2 <b>40</b> 17:16 18:3 <b>40-</b> 81:12 <b>40A</b> 15:22 17:7, 12 <b>40A-F</b> 17:13</p>	<p><b>40B</b> 16:11 <b>40C</b> 17:1</p> <hr/> <p style="text-align: center;"><b>5</b></p> <hr/> <p><b>5</b> 20:17,18 23:6 51:20 71:22 72:6,11,12 89:5,7,12,16, 20,24 90:4,8, 12,16 <b>500,000</b> 47:24 48:1 55:16</p> <hr/> <p style="text-align: center;"><b>6</b></p> <hr/> <p><b>6</b> 76:25 77:1,5 101:18 <b>60</b> 58:11 <b>600</b> 48:13,14 <b>600,000</b> 55:18</p> <hr/> <p style="text-align: center;"><b>7</b></p> <hr/> <p><b>7</b> 19:11,20,25 20:1 73:15 82:17 87:18 <b>75</b> 54:14 <b>750,000</b> 49:10</p> <hr/> <p style="text-align: center;"><b>8</b></p> <hr/> <p><b>800,000</b> 51:9 <b>8th</b> 42:23</p> <hr/> <p style="text-align: center;"><b>9</b></p> <hr/> <p><b>9</b> 12:11,12,20 13:1 <b>90</b> 58:11 <b>9th</b> 32:11,17 107:17,23 108:3,8,21 109:3,12 110:9,10</p> <hr/> <p style="text-align: center;"><b>A</b></p> <hr/> <p><b>absence</b> 98:3</p>
--	--	--	--

<b>absolutely</b> 99:17,20	<b>affidavit</b> 70:21	60:24 84:10	<b>assume</b> 51:8 104:10
<b>abundance</b> 102:12	<b>affirmed</b> 10:24	<b>appoint</b> 20:23 30:2,13 77:15	<b>assuming</b> 28:9
<b>access</b> 43:25	<b>afraid</b> 101:6	<b>appointment</b> 20:21 21:1,4, 15 29:19	<b>attached</b> 62:13
<b>accommodate</b> 37:10	<b>afternoon</b> 82:7	31:12,15 33:6, 12,20 55:4	<b>attack</b> 78:16
<b>accompany</b> 40:25	<b>aggressive</b> 7:19	65:7 98:4	<b>attend</b> 59:5
<b>account</b> 23:2 57:4	<b>agree</b> 9:24 10:5	<b>approach</b> 11:2 12:11 15:21 67:19 111:6	<b>attention</b> 82:16 84:9 86:3 87:18 89:7
<b>accounting</b> 60:21 62:14 103:13	<b>agreement</b> 9:18 29:10,22 35:11 38:2 61:13,22, 24 64:16 65:8 71:24 89:6,9 90:6 97:13 101:15	<b>approaches</b> 11:3	<b>attorney</b> 12:2 24:16 27:8 45:1,4 51:14 65:23 67:15,25 71:6 81:8 91:12,13,15 96:10 99:25 109:15
<b>accountings</b> 107:22	<b>agreements</b> 35:20	<b>approval</b> 59:24	<b>attorney-client</b> 38:9
<b>accurate</b> 19:19 76:22 111:2,6	<b>Alan</b> 5:6	<b>approved</b> 53:16	<b>attorneys</b> 81:11 94:20
<b>accurately</b> 104:20	<b>Alexandra</b> 8:15	<b>approximately</b> 45:13	<b>August</b> 17:21
<b>acknowledge</b> 96:16	<b>alive</b> 35:7 43:25 44:5,8 52:10 63:10 75:3 110:11	<b>April</b> 26:14 29:1 32:11,17 37:2 107:17,23 108:3,8,21 109:3,12,17 110:9,10	<b>authentic</b> 8:22 9:16 26:18 102:5
<b>acknowledged</b> 96:18	<b>allegedly</b> 107:18	<b>area</b> 37:4	<b>authorization</b> 63:11
<b>acting</b> 73:1	<b>allowed</b> 101:9	<b>argue</b> 96:25 97:20 104:9 106:2	<b>authorized</b> 45:3
<b>action</b> 8:24	<b>altered</b> 78:12 95:23 97:23 98:20	<b>arguing</b> 104:22	<b>avoid</b> 29:15,18
<b>actively</b> 84:5 85:22 87:13 88:23 90:16	<b>altering</b> 46:7 96:21 97:10,16	<b>argument</b> 92:14, 16 97:20	<b>aware</b> 39:24 40:24 50:10,18 55:20 56:5 72:25 75:8 79:6 81:13 90:13 107:17
<b>actual</b> 35:15	<b>amend</b> 38:1	<b>argumentative</b> 97:19 98:16 104:4,12 106:17	
<b>add</b> 23:10	<b>amended</b> 8:24 9:18 38:4,5 64:15,23 71:23 75:1 89:6	<b>arranged</b> 40:5	<hr/> <b>B</b> <hr/>
<b>addition</b> 41:5 65:6	<b>amendment</b> 9:2, 4,5,7 39:18 40:2,14,17 61:23 86:1 87:4 98:14 101:14 102:8 110:18	<b>arrangements</b> 80:10,12,20,24	<b>back</b> 8:1 15:4 40:13 42:2 47:11 49:22 60:21,22 79:15 93:3 100:9 103:20,23 107:4,14,21 108:15,18 110:6
<b>address</b> 5:23	<b>amount</b> 20:7 55:11 56:6	<b>arrows</b> 19:17	<b>bad</b> 101:8,9 104:18,19
<b>addressing</b> 60:25	<b>ancillary</b> 16:23	<b>assert</b> 70:17	<b>balance</b> 21:18 33:23
<b>adjust</b> 11:8 111:5	<b>Andrews</b> 53:17	<b>asset</b> 25:10 42:7 50:4 74:19	
<b>administration</b> 44:4,8 46:18 74:18	<b>answering</b> 76:7	<b>assets</b> 18:9,11 29:16,17 30:2 31:13 36:4 43:11 48:20 49:18 50:1 54:22 55:2,5 64:24 78:23 81:13 98:11	
<b>admission</b> 11:11	<b>appearance</b> 8:11	<b>assistant</b> 40:11 66:14 102:24	
<b>admitted</b> 24:8 80:13 96:21 100:2 107:11	<b>appears</b> 18:12 20:12 23:3 25:17 26:20 27:15 36:8		
<b>adult</b> 8:14 82:8			
<b>advance</b> 15:9,13			
<b>advice</b> 56:23 57:7 99:25 100:7 104:25			
<b>affect</b> 97:8			

<p><b>Banks</b> 82:22  <b>Banks'</b> 83:8  <b>bar</b> 100:2 101:7  <b>based</b> 25:14  60:2 91:11  94:25 99:16,19  <b>basically</b> 31:3  78:1  <b>Bates</b> 13:20  16:17  <b>Baxley</b> 66:8,11,  12 67:8  <b>Beach</b> 69:25  74:19 95:15  96:2,5,20  <b>bear</b> 16:17  65:25 68:6  <b>bears</b> 15:22  24:9 70:15  <b>begin</b> 78:16  <b>beginning</b> 5:11  <b>begins</b> 53:22  <b>behalf</b> 5:6 6:1  8:13  <b>belabor</b> 21:15  <b>belief</b> 37:20  69:24 77:13  85:16  <b>belong</b> 19:18  <b>beneficiaries</b>  18:4 20:8  33:12,16 46:25  57:14 75:15  77:11 97:24  98:1,6,21 99:8  <b>beneficiary</b>  28:10 33:4  42:24 43:6,20,  21 44:17,20  55:9 56:22  57:21 62:16  84:1,5 85:18,  22 87:7,12  88:22 89:1  90:10,15  <b>benefit</b> 54:16  <b>benefits</b> 80:13  <b>Bentley</b> 50:8,9,  10,11,20,21  <b>Bernstein</b> 5:3,  7,15,18,22,25</p>	<p>6:6,8,11,14,  17,20,24 7:3,  7,10,13,16,17  8:15,16 9:1,2,  17 10:4,7,9,  11,14 11:15,  20,24 12:8,17,  18 13:5 14:19,  22 16:2,8,13,  21 20:15 23:16  24:9,12,22  25:1,15 27:13  28:18 29:10  30:23 31:9  36:11,13 41:15  43:2 45:10  46:18 49:4,6,8  52:8 56:8  60:25 61:18,  21,22,23,25  62:24 63:12,19  64:1 65:25  68:15,17,21,25  69:5,20 70:7,  16 71:23 73:4  74:13 75:8  77:3,8 78:16,  25 79:4,9,12  80:9,14,25  81:14,21 82:9,  15,19 83:7,11,  14,17,22 84:1,  11,15,20 85:1,  6,11,17 86:6,  10,13,17,22  87:1,8,16,17,  20 88:1,4,9,  13,18 89:2,5,  8,13,17,19,25  90:4,11,24  91:7,23 92:8,  9,13,15,20,23  93:1,4,8,13,  16,19,25 94:4,  7,11,14,17,18,  25 95:5,8,12,  13,16,21 96:8,  15 97:3,4,21,  22 98:18,24  99:3,7,11,20,  23 100:1,17,21  101:12,14,16,  21,23,25  102:20,21</p>	<p>103:2,6,8,10  104:8,13  105:1,11,17,  20,22,25  106:4,6,22  108:11,13,15,  18,20 109:22,  25 110:4,5  111:8,9  <b>Bernstein's</b>  17:5 22:14  61:12 82:24  84:8,23 86:2  91:12,13 96:10  97:6  <b>Bill</b> 31:22  51:13  <b>bit</b> 108:11  <b>blank</b> 71:2  <b>block</b> 67:1  70:23  <b>blogging</b> 78:17  <b>book</b> 11:5,6,14  101:17  <b>bottom</b> 14:10  53:21 55:13  <b>bought</b> 50:19  56:4  <b>bounty</b> 83:19  85:9 86:24  88:15 90:2  <b>box</b> 67:3 70:25  <b>break</b> 58:8,19  <b>briefly</b> 41:8  <b>bringing</b> 40:23  <b>brokerage</b> 23:2  <b>brother</b> 45:7  78:23  <b>brought</b> 11:4  40:7  <b>bunch</b> 47:14  <b>business</b> 25:5,  20,21,24 26:1,  3 27:16 31:21</p> <hr/> <p style="text-align: center;"><b>C</b></p> <hr/> <p><b>call</b> 10:20 40:4  58:4 59:3,6,8,  12,19 60:6,8,  18 62:10,12,</p>	<p>22,25 63:1,5,  14 65:13 69:16  <b>called</b> 40:3,5  45:3,15 52:7  56:16 75:25  91:8  <b>calls</b> 62:23  <b>Candice</b> 5:19  24:12,22  <b>care</b> 8:6 16:24  27:9 55:6 80:4  <b>carefully</b>  101:10  <b>carry</b> 77:7  97:12  <b>carrying</b> 97:15  <b>case</b> 5:3 10:15  24:8 50:17  93:22 94:20,24  95:4,6 104:20  <b>cash</b> 47:11  <b>causing</b> 63:7  <b>caution</b> 102:12  <b>CD</b> 47:9  <b>certificate</b>  74:3,12  <b>chain</b> 69:5  <b>change</b> 21:11,25  30:14 40:4  45:11 55:8  56:23 57:20,24  97:23 98:20  99:8  <b>changed</b> 78:12  <b>changing</b> 54:21  56:14,17  <b>charged</b> 96:1  <b>chart</b> 19:14  32:5  <b>Chaves</b> 12:6  <b>check</b> 70:25  106:23  <b>checked</b> 67:3,4  <b>child</b> 19:17  <b>children</b> 6:2,8,  25 7:8,10 10:9  18:16,17 19:6,  7,16 20:5,11,  12 21:6 30:16,  18 32:14  40:20,22,25</p>
--	--	---	---

41:2 44:7 45:7 46:24 55:6 57:13 58:2,5 59:5,20,23 60:8 77:9,25 81:6 96:11 107:21 108:6 109:3 110:7, 11,12 <b>children's</b> 27:7 97:6 <b>Christine</b> 95:24 96:10 98:13 <b>chronological</b> 14:8,9 <b>circumstances</b> 77:6 91:17 92:3 <b>claim</b> 10:1 47:10 80:22 <b>claiming</b> 10:4 99:21 <b>clarify</b> 69:6 <b>clear</b> 95:9 <b>clerk</b> 68:12 <b>clerk's</b> 68:6, 10,11 70:1 <b>client</b> 15:4 25:9 26:15 29:15 35:2,5 39:15 69:13,15 <b>clients</b> 12:16, 18 13:15,17 53:5,10 <b>close</b> 46:24 60:19 73:3 106:8 107:24 <b>closed</b> 46:20,21 106:13,16 <b>closer</b> 48:14 <b>Code</b> 104:1 <b>codicils</b> 17:4 <b>collateralized</b> 50:1 <b>Colon</b> 103:24 <b>column</b> 51:3 <b>committed</b> 96:18 <b>communication</b> 58:2 <b>company</b> 23:7 41:12 48:10	51:11,16 76:1, 3 <b>company's</b> 13:19 <b>complaint</b> 8:17, 24 75:19 <b>compounded</b> 108:11 <b>Concepts</b> 51:12 <b>concerned</b> 42:7 <b>conditions</b> 20:23 <b>condo</b> 23:4 51:2,6 78:24 <b>conduct</b> 7:20 <b>conference</b> 37:4 58:4 59:3,6,19 60:6 62:9,11, 25 63:1 65:13 <b>conferences</b> 72:18 <b>confidential</b> 29:17 <b>conform</b> 69:17 <b>conformed</b> 34:8, 19 68:14 69:16 73:5 <b>confused</b> 17:25 104:13,16 <b>confuses</b> 100:6 <b>confusion</b> 104:14 <b>connection</b> 84:2 85:17,18 <b>consent</b> 62:16 91:20,24 92:4 <b>consistent</b> 24:10 30:7 <b>contact</b> 60:6 <b>contents</b> 75:12 <b>continuance</b> 7:6,24 <b>continue</b> 57:1 58:21 104:9 <b>control</b> 39:15, 16 <b>controlled</b> 52:2,9 <b>convenience</b> 40:8 <b>conversation</b> 6:21	<b>convicted</b> 93:2 103:1,5,11 <b>copies</b> 15:16 35:13,15 76:16 <b>copy</b> 16:4 26:18 34:5,8,19 45:2 57:9 68:6,12, 14 69:16,17 73:4 76:22 <b>correct</b> 20:16 21:2,7,10 27:9,14 28:11, 14 29:13 31:7, 25 32:4,8,12 33:5,7,24 34:21 35:4 36:8 40:10 43:4,9,17 44:18 47:15, 19,22 48:8,16, 25 49:3,11 51:17 52:14 53:14,18 54:8 57:18,24 62:7 65:1 66:7 70:22 71:3,17, 21 73:9 75:6, 13 77:4 91:9 101:16 103:8 109:4 111:12, 13,22 <b>counsel</b> 5:17 6:2,24 10:12 69:19 78:8 97:6 <b>count</b> 8:23 9:15 <b>County</b> 69:25 95:15 96:2,5, 21 <b>couple</b> 25:7 72:21 79:21 <b>court</b> 5:3,8,12, 16,20,24 6:5, 7,10,13,15,18, 21 7:1,5,9,12, 15,17 8:9,12, 18 9:4,6,24 10:3,8,10,13, 16 11:3,6,9, 12,13 12:22,24 13:24 14:2 17:9,11,19,22, 24 19:22,24	24:15,23 26:23,25 29:18 34:12,14,24 35:6 39:3,5 41:18 42:1 45:24 46:1 49:5,7 53:15 56:9 58:7,15, 20 61:4,6,17, 19 62:1 64:7,9 66:18,20 68:9, 16,19,23 69:2, 8,22,25 70:5 72:8,10 73:15, 17,20 74:5,7 77:5 79:2,6, 10,14,18,24 80:4 81:1,19, 24 90:20 91:1, 22 92:6,12,14, 16,22,24 93:3, 5,9,14,18,24 94:2,3,6,8,12, 15,22 95:2,7, 9,18 96:7,13, 23 97:18 98:17,23,25 99:5,10,12,18, 21,24 100:2, 18,19,22 101:3,8,13,17, 22,24 102:1,6, 11,18 103:4, 14,15,17,19, 20,24 104:5,7, 9,14 105:3,8, 10,14,16,18, 21,23,24 106:2,5,18 107:5,10,13, 14,15 108:9, 12,14,16 109:21,23 110:3,15 <b>courteous</b> 7:18 <b>courtesy</b> 24:18 100:4,12,13 <b>courthouse</b> 34:25 78:3 <b>courts</b> 78:22 96:17 <b>crash</b> 53:4
---	--	---	--

<b>created</b> 26:19 32:15 35:17, 19,23 41:11,17 60:3 77:12,22	16 30:1 33:18 43:22 50:16 54:16 57:5 64:24 74:3,12 75:7 106:24 110:7	<b>Diana</b> 82:22,24 83:8	<b>divided</b> 64:24
<b>crime</b> 92:10	<b>debacle</b> 47:10	<b>die</b> 30:14 47:1	<b>docket</b> 8:3
<b>cross</b> 81:20 82:5 90:21 91:6	<b>Deborah</b> 32:7	<b>died</b> 28:5 31:11,14 33:3 42:20 50:8 58:24 69:18 74:16 80:22 81:6,7 106:25	<b>document</b> 12:13 21:13 22:16 24:7 26:19 28:25 29:12 31:14 34:8,23 35:10,13,18 38:6,17,21,23 39:22,24 40:6 63:4 68:13 69:6,25 77:1, 2,12,14,20 78:10,18 82:16,18,25 83:5,8,14 84:11 85:14 86:12 87:20,24 89:4 95:23 96:9,21 97:5, 7,8,11,16,23 98:12,19,25 99:2,6,9,12, 16,19,22 100:19 101:4, 13 102:7 104:3 105:13 108:5 110:9
<b>cross-</b> <b>examination</b> 82:1	<b>December</b> 42:21 58:24	<b>direct</b> 7:19 11:16 58:1 81:25 82:15 84:9 86:3 87:18 89:6	
<b>cumulative</b> 105:9,15,18 109:20 110:14	<b>decide</b> 8:9,20, 21 45:10 94:24 104:20 110:16, 17,19 111:3	<b>directed</b> 16:2	
<b>current</b> 46:9	<b>decided</b> 57:7	<b>direction</b> 38:12 41:17	
<b>custody</b> 69:5	<b>decision</b> 44:12 57:23 111:3,7	<b>directly</b> 98:8	
<b>cut</b> 20:12 77:25	<b>deduction</b> 43:24 51:8	<b>disagree</b> 10:7 95:7	
<hr/> <b>D</b> <hr/>	<b>defamation</b> 79:4	<b>discharge</b> 62:14,15,16	
<b>Dad</b> 60:16	<b>default</b> 33:12, 16	<b>disclose</b> 16:20	
<b>Daily</b> 74:19	<b>Defendant</b> 102:15	<b>disclosed</b> 46:12 81:14	
<b>date</b> 14:12 15:1 17:19,22 23:21 24:9 40:14 63:22 67:17 84:8 88:1,7,8	<b>defendant's</b> 101:20 102:16	<b>discuss</b> 22:22 25:19 39:14,17 46:6 48:22 54:22 60:18	<b>documents</b> 8:22, 25 9:11,13,14, 19,23 13:8 15:15,16,19 16:22,23 17:2, 20,22 18:7,8, 9,18 19:1 20:4,13,14 21:8 22:1 25:3 26:5,6,8,15,17 27:12,21 29:4 30:8,15 31:12, 16,24 32:10, 19,22,23 33:13,17 34:1 36:15 37:1,13 40:4,9,16,19 41:6,20 44:1, 2,21 45:2,4,5, 11,16 55:2,3 56:15,18 57:6, 24 60:3 61:15 63:3,11,16 64:17 65:16,21 66:9 71:16,18 72:16 73:8
<b>dated</b> 12:15 15:4 26:14 62:6 73:7 83:11	<b>defendants</b> 8:14	<b>discussed</b> 42:8 57:16 59:18 65:13 107:20	
<b>dates</b> 24:1	<b>denied</b> 7:6,24	<b>discussion</b> 22:5,22 32:18 42:10 54:11 55:19 59:22 63:14 95:14	
<b>daughter</b> 54:24 55:25	<b>depending</b> 55:11,12	<b>discussions</b> 44:25 54:1 74:14	
<b>day</b> 6:16 8:3,4 52:20 58:12 65:16 67:24 71:25 73:7 109:4 110:17	<b>depends</b> 98:2	<b>disinherited</b> 55:2	
<b>days</b> 15:6,7 27:11	<b>deposited</b> 105:22	<b>disposition</b> 19:2	
<b>dead</b> 106:9,13, 16	<b>depression</b> 53:4	<b>dispositions</b> 21:25	
<b>deal</b> 43:10	<b>descendants</b> 30:3 98:14,22	<b>dispositive</b> 57:6 65:19 97:8	
<b>dealership</b> 50:13	<b>describe</b> 18:2 28:18 41:8 102:23	<b>distributions</b> 29:25	
<b>dealings</b> 67:11	<b>designated</b> 28:23 33:13		
<b>dealt</b> 104:15	<b>designation</b> 55:9 57:21		
<b>Dear</b> 64:14	<b>designations</b> 27:8		
<b>death</b> 18:10,15 20:9,18 29:7,	<b>determine</b> 9:15 79:22		
	<b>developing</b> 111:2		
	<b>device</b> 38:7		



75:14 76:10, 15,17,19,21 77:10,17,23,24 78:11 79:23 80:12,17,21 82:12 97:14 103:16,19,25 105:2,8 106:7 107:15 108:25 110:1,20 111:11,12,16, 21,22 <b>dollar</b> 23:3 35:22 36:2 <b>dollars</b> 25:18 <b>Don</b> 13:12 <b>draft</b> 32:22,23 63:15 65:16 <b>drafted</b> 30:8 33:13 98:15 111:12,20 <b>drafting</b> 39:13 <b>drafts</b> 26:6,7,9 27:6 37:2 63:20 64:15 <b>drag</b> 41:2 <b>Drive</b> 53:12 <b>duly</b> 10:24 <b>durable</b> 16:24 27:8 65:23 67:14,24 71:5, 6 <b>duties</b> 63:6	<b>effort</b> 43:10 <b>Eli</b> 97:5 <b>Eliot</b> 5:15 7:16 11:14 18:12 20:14 21:17 33:21 45:7 52:1 56:4,5 60:12,25 62:7, 18,24 63:12 78:16,20 80:14,22 96:10 98:21 <b>Eliot's</b> 78:7 <b>email</b> 60:25 62:6 <b>emergency</b> 78:22 <b>empty</b> 50:5 <b>Enclosed</b> 27:6 <b>enclosing</b> 63:20 73:4 <b>end</b> 8:4 33:22 110:16 <b>enforceable</b> 8:23 9:16 37:15 71:20 110:19,21 <b>enforcing</b> 7:19 <b>entered</b> 82:14 <b>entity</b> 41:11,16 52:4,7,9 <b>envelope</b> 15:24 <b>equal</b> 20:22 21:21 <b>equally</b> 19:6 <b>Eric</b> 8:15 <b>essentially</b> 28:19 <b>establish</b> 41:22 <b>established</b> 98:9,10 <b>estate</b> 12:2 13:7 15:12,14 16:22 18:2,13 20:6,11 25:3 27:20 28:10,23 30:14 33:4 41:5,24 43:18, 19 44:5,8,13 46:7,24,25 48:19 49:15,18 50:7 52:12	55:23 56:18,19 57:8,16 58:6 59:21 60:19 63:3 64:22 69:19 74:23 76:17 77:23,24 80:21 99:3 103:2,6 106:8, 13,15 107:24 111:12 <b>estimate</b> 43:13 <b>event</b> 29:19 30:13 51:16 <b>eventually</b> 29:6 33:25 36:4 <b>evidence</b> 12:21 13:2,23 14:5, 15 17:8,14 19:21,25 20:2 22:3 26:22 27:1,3 34:11, 14,17 39:2,5,8 45:23 46:1,4 61:3,6,9,14 62:2,4 64:6,9, 12 66:17,23 70:3,10 71:5 72:7,10,13 73:21,23 74:4, 7,10 80:13 99:13 100:17 101:19,25 102:8,17 <b>EXAMINATION</b> 11:16 <b>examined</b> 10:24 <b>exception</b> 31:17,18 <b>excluded</b> 33:18 44:22 <b>Excuse</b> 24:12 34:7 106:11 <b>execute</b> 33:25 40:6 84:15,19, 22 86:6,9,12 87:8,20,24 88:3 89:2,8, 12,16 90:11 <b>executed</b> 35:12 40:9 65:21 67:23 68:1 76:22 82:19 83:14,18,22	84:8,11 85:2, 7,12 86:2,17, 22 87:2,17 88:13,17 89:20,24 90:5, 8 111:20 <b>execution</b> 36:15 82:12,13,25 83:2,4,8 84:2 85:19 88:8 <b>exercise</b> 33:11 55:3 <b>exercised</b> 21:5, 16 33:21 65:7 <b>exercising</b> 98:3 <b>exhibit</b> 12:11, 12,20 13:1,9, 10,22,25 14:4 15:22 16:11 17:7,13,16 18:3 19:20 20:1 22:3,9,12 26:12,21 27:2, 5 34:3,6,10,16 35:9 36:11 38:20 39:1,7 45:17,18,22 46:3 53:22 60:24 61:3,8, 12 62:3 63:18 64:5,11 65:22, 24 66:17,22 67:19,20,22 68:2 70:3,9, 13,15 71:5,9, 10,22 72:6,12 73:3,22 74:3,9 76:25 77:1,5 78:2 82:14,17 83:11,18,22 84:2,5,7,10, 16,19,23 85:2, 7,12,19,23 86:1,3,6,9,13, 16,22 87:2,9, 13,15,19,25 88:3,12,17,23 89:2,5,7,12, 16,20,24 90:4, 8,12,16 100:23,25 101:24 102:16
<hr/> <p style="text-align: center;"><b>E</b></p> <hr/>			
<b>earlier</b> 93:10, 11 100:3 101:18 <b>earliest</b> 14:11 <b>early</b> 42:16 45:15 46:18 <b>easier</b> 23:1 <b>education</b> 80:16 <b>effect</b> 39:18 60:16 83:23 85:13 87:3 88:19 90:5 97:9,10 <b>effectively</b> 21:4 38:17			



<b>exhibits</b> 11:5	<b>FDIC</b> 47:21	<b>FMV</b> 51:3	<b>Gary's</b> 101:6
<b>exist</b> 40:16	<b>February</b> 46:13	<b>focus</b> 110:25	<b>gave</b> 46:14
<b>existed</b> 30:11	51:15 56:11,20	<b>focused</b> 83:10	50:12
52:17	59:1 72:17	110:23,24	<b>general</b> 41:11
<b>existence</b> 41:16	81:16	<b>folks</b> 101:9	83:18,22 85:3
<b>existing</b> 13:7	<b>Federal</b> 27:12	<b>follow</b> 7:20	88:9
15:19	<b>Fedex</b> 64:3	26:16 104:2	<b>generally</b> 18:2
<b>exists</b> 52:20	<b>felon</b> 92:21	<b>forged</b> 103:22	59:18 83:15
<b>expected</b> 42:11	<b>felony</b> 92:10	104:3 105:13	85:8,13 86:18,
<b>expert</b> 91:9	93:2,15 103:1,	107:6,14	22 87:3 88:13
<b>explain</b> 27:20	5	<b>form</b> 36:2 52:17	89:21,25 90:5
77:5,21	<b>felt</b> 55:23,25	<b>formalities</b>	100:4
<b>explanation</b>	107:15	37:14,24 38:24	<b>gentleman</b> 51:13
26:16 80:2	<b>figure</b> 41:19	67:15	<b>genuine</b> 77:2
<b>Express</b> 27:12	55:5	<b>formally</b> 51:13	102:5
<b>extensive</b> 41:23	<b>file</b> 11:12	<b>Forman</b> 12:7	<b>gift</b> 32:2,9
<b>extent</b> 20:20	12:14 15:6,8,	<b>formed</b> 48:23	39:19
21:4 61:13	20 69:22 78:2,	<b>forward</b> 8:2	<b>girlfriend</b>
83:15 85:4	22 107:10	<b>Found</b> 30:15	50:12,24 55:24
86:18 88:10	<b>filed</b> 7:8 34:24	<b>fourth</b> 24:4	56:21
89:21	35:6 43:15	<b>fraud</b> 96:18	<b>give</b> 18:5 21:9,
	47:10 74:18	110:2	11,23 25:23
	103:14,15,18	<b>frauded</b> 104:3	27:25 30:12
	107:12	<b>fraudulent</b> 97:5	31:12 40:4
<b>F</b>	<b>files</b> 13:20	103:1,16	57:7 64:21
	16:4,15 35:5	105:8,13 107:6	69:15 72:24
<b>face-to-face</b>	<b>filing</b> 7:7,23	<b>fraudulently</b>	80:1 81:4
72:21	<b>final</b> 29:3	95:23 96:9	91:17 92:3
<b>Facebook</b> 79:19	64:18	97:16,23	106:15
<b>fact</b> 9:8 28:15	<b>finally</b> 7:22	98:14,20 107:5	<b>giving</b> 45:4
39:18 44:21	<b>finances</b> 46:9	<b>freeze</b> 78:23	56:18 99:24
54:4 55:1	<b>find</b> 100:8	<b>friends</b> 100:5	100:7
75:15 78:10	<b>fine</b> 22:21 80:7	<b>front</b> 89:13,17	<b>good</b> 5:5 19:12
<b>facts</b> 80:6	<b>finished</b> 81:25	<b>full</b> 107:17,23	42:14 56:2
104:19 111:1	<b>firm</b> 12:3,5,9	108:21	58:7 82:7
<b>failed</b> 61:11	13:5 16:17	<b>fully</b> 72:25	<b>Gotcha</b> 101:12
<b>Fair</b> 51:4	26:14 36:21	<b>funded</b> 36:3	<b>grammar</b> 65:19
<b>fairly</b> 29:14	69:18 75:22	<b>funds</b> 77:15	<b>grandchildren</b>
<b>familiar</b> 22:18	91:19 103:16	<b>future</b> 26:2	8:15 19:18
47:22	105:2,5,7,12		55:6 56:19
<b>family</b> 19:12	107:5		57:8 59:22
27:7 30:3	<b>fit</b> 8:5		60:10 65:1,9
32:5,13 41:15	<b>fitting</b> 82:3		75:16 77:16
52:8 57:5 63:5	<b>Fleisher</b> 12:7		80:19 82:8
80:14 98:8,10	<b>flip</b> 15:3 23:18	<b>gain</b> 111:15,16,	<b>granted</b> 65:7
<b>fashion</b> 77:21	31:1 65:24	24	<b>great</b> 5:12
<b>father</b> 63:5	<b>Florida</b> 37:14,	<b>gained</b> 111:21	43:10 56:20
81:6,7 98:9	24 41:10,13	<b>gallery</b> 24:20	58:15
111:18	94:19,20 100:3	100:9,10,11,	<b>Greenwald</b> 15:25
<b>father's</b> 97:12	104:1	12,14	16:7,12,19
<b>favor</b> 21:16		<b>Gary</b> 101:10	17:3
65:8			
		<b>G</b>	

<b>Greg</b> 5:9 <b>gross</b> 53:16 <b>guardian</b> 29:19 <b>guess</b> 30:10 32:1 47:10 54:11,23 55:23 75:3 76:25 107:8 <b>guilty</b> 93:20 <b>Gutter</b> 12:6 <b>guy</b> 92:22 100:7 <b>guy's</b> 79:19	<b>holds</b> 52:12 <b>holidays</b> 25:7 <b>home</b> 51:25 52:5 64:3 <b>Honor</b> 5:5 11:2, 4 12:21 13:23 17:8,23 19:10, 21 26:22 39:2 45:23 49:4 61:11 70:4 72:7 78:25 81:18 100:25 <b>hope</b> 111:5 <b>hour</b> 23:17 <b>house</b> 23:3 40:6 51:6 52:8,12 53:12 56:4 <b>housekeeping</b> 61:10 <b>huge</b> 11:6 <b>husband</b> 20:19, 23	<b>indication</b> 21:23 25:23 72:24 81:4 <b>individually</b> 5:23,25 10:7 <b>influenced</b> 84:1 85:17 <b>influencing</b> 87:8 89:1 90:10 <b>information</b> 85:21 87:7,12 88:22,25 90:15 <b>inherent</b> 28:5 81:5,6 <b>initial</b> 31:4 <b>Initially</b> 75:14 <b>inject</b> 24:18 <b>insider</b> 91:24 93:22 <b>instrument</b> 98:2 <b>insurance</b> 23:5, 13 25:20 51:12 53:25 54:2,7,9 55:9 56:22 57:13 <b>intake</b> 12:14 15:4 <b>intended</b> 30:8 77:11 97:10 <b>intent</b> 65:12 77:7,25 <b>interest</b> 48:20 51:19 52:15 111:15,17,22, 24 <b>internal</b> 54:23 <b>internet</b> 78:17 <b>interruption</b> 82:2 <b>interviewed</b> 96:4 <b>invalid</b> 9:25 10:6 80:5 <b>inventory</b> 43:15 <b>inventorying</b> 43:11 <b>invested</b> 47:13 <b>investing</b> 47:17 <b>investment</b> 47:8,12	<b>investments</b> 41:15 47:21 <b>involved</b> 25:20 44:24 48:10 51:14 93:22 <b>involvement</b> 36:21 <b>IRA</b> 49:10 <b>issue</b> 95:11 109:23 <b>issues</b> 42:15,16 78:15 94:23 95:3 <b>item</b> 106:3 <b>Iviewit</b> 76:3	
<hr/> <b>H</b> <hr/>				
<b>half</b> 8:4 47:17 51:7 53:20 <b>hand</b> 11:10 13:9 15:21 16:11 26:12 34:3 35:9 38:20 45:17 60:24 63:18 65:22 71:22 76:25 <b>handle</b> 25:5 <b>handwriting</b> 22:11,19 <b>handwritten</b> 34:20 <b>happen</b> 6:19 104:18,19 <b>happened</b> 45:14 50:9 60:2 75:20 103:21 <b>happy</b> 55:1 60:17 <b>heading</b> 29:23 <b>health</b> 16:24 27:9 42:12,14 <b>hear</b> 9:22 106:11 <b>heard</b> 81:11 <b>hearing</b> 79:13 <b>heart</b> 42:15 <b>held</b> 64:25 <b>high</b> 53:5 <b>hired</b> 45:1 <b>history</b> 72:15 <b>hit</b> 47:10 <b>hoc</b> 6:25	<hr/> <b>I</b> <hr/>			
<b>idea</b> 56:20 90:25 <b>identical</b> 28:19 31:3,16 <b>identification</b> 67:2 71:2 <b>identify</b> 12:12 13:10 17:2 26:13 <b>important</b> 60:17 65:5 71:18 108:19 110:2 <b>importantly</b> 109:11 <b>incapacity</b> 29:20 <b>include</b> 35:5 55:10 56:21 57:21 98:13 <b>included</b> 17:3 38:6 43:15 <b>includes</b> 23:13 <b>including</b> 16:23 <b>income</b> 29:24 <b>increasing</b> 55:11	<hr/> <b>J</b> <hr/>			
<b>January</b> 24:3 <b>Jill</b> 18:12 45:8 98:5,7,21 <b>John</b> 82:7 <b>joined</b> 8:17 <b>joint</b> 23:1 57:4 <b>JP</b> 50:1 <b>judge</b> 8:14 81:22 90:19 101:9 103:24 <b>July</b> 65:21 67:18,24 72:17 87:17,21 88:8 89:8	<hr/> <b>K</b> <hr/>			
<b>kick</b> 108:15,18 <b>kicked</b> 107:14 <b>kids</b> 108:25 <b>Kim</b> 67:11 71:15 <b>Kimberly</b> 36:18 40:7 66:5 70:17 87:21 88:1,3 89:9, 13,16 102:22 103:22 105:13 107:3 <b>kind</b> 42:17 55:4 58:1 75:18 <b>knew</b> 25:12 42:17 57:10 67:10,11 76:8				

<b>knowledge</b> 42:13 82:13 84:3,4 85:20 87:6,11 88:21 90:9,14	<b>life</b> 23:4,13 43:8 51:11 54:6,9 55:9 56:22	<b>love</b> 6:15 <b>lovely</b> 5:18 <b>lunch</b> 40:5	<b>maximum</b> 47:20, 24 <b>means</b> 94:9,13 105:18
<b>Kratish</b> 36:14, 23 84:14,17, 20,22	<b>lifetime</b> 30:24 76:23		<b>mechanism</b> 29:21 31:8
<hr/> <b>L</b> <hr/>	<b>light</b> 78:15,19	<hr/> <b>M</b> <hr/>	<b>meet</b> 11:23 23:15 25:8 40:1 45:16 54:22 56:14 58:25
<b>lady</b> 99:24	<b>limitations</b> 82:4	<b>made</b> 32:2 39:19 45:1 47:7 57:23 65:15 66:20 68:12 80:20,23 93:9 95:9 97:13 107:16	<b>meeting</b> 13:11, 12,17 14:18 15:9,14,17 22:4 23:19,21 24:1,2,3,4 25:6,12 32:21, 25 40:6 45:20 46:6,13 54:22 55:4 56:20 57:19,20 75:10 77:8 107:20
<b>laid</b> 65:20	<b>limited</b> 41:10, 12,13	<b>mail</b> 95:24 96:9,22	<b>meetings</b> 13:13 14:17 23:16 24:25 25:25 72:22 74:15
<b>language</b> 21:13	<b>Lindsay</b> 66:8, 11,12 67:7	<b>main</b> 37:3	<b>member</b> 101:7
<b>lapse</b> 57:11	<b>lineal</b> 30:3 98:13,21	<b>make</b> 6:25 8:11 13:7 17:25 18:8 19:1 32:23 35:25 37:13,15 40:8 56:1 71:15 77:10 80:9,11 82:2 93:6 101:4 104:23 111:2,6	<b>memo</b> 65:20
<b>lapsed</b> 57:11	<b>lingo</b> 108:16	<b>making</b> 68:17	<b>memory</b> 24:10
<b>laser</b> 110:24	<b>Lisa</b> 18:13 45:8 98:5,7,21	<b>mandatory</b> 29:24	<b>mentally</b> 55:20 72:25
<b>late</b> 106:25	<b>list</b> 50:3	<b>March</b> 24:5 25:6,25	<b>mentioned</b> 59:3 62:21
<b>law</b> 12:3,5,9 13:5 16:17 37:14,24 69:18 94:19 103:16 105:2,12 107:5	<b>listed</b> 97:24	<b>marital</b> 30:2 43:23	<b>merits</b> 104:21
<b>lawful</b> 20:22	<b>listen</b> 104:23	<b>Maritza</b> 50:22 54:19,20 55:7 56:21 57:21	<b>met</b> 14:21 25:16
<b>lawsuit</b> 31:9	<b>listening</b> 100:8	<b>marked</b> 45:17	<b>Michael</b> 8:16
<b>lawyer</b> 16:7 44:25 75:22 76:5	<b>lists</b> 19:15 23:1,6	<b>market</b> 51:4 53:4	<b>middle</b> 65:2,5
<b>layman</b> 77:9,10	<b>live</b> 42:11	<b>marriage</b> 30:15, 16,17,18	<b>million</b> 23:3,5, 6,11,13 25:16, 17 46:12 47:16 49:13,20,21, 24,25 51:2,6, 7,20 53:13,16 54:6,12,13,14, 16,17 81:12
<b>laymen's</b> 27:19, 23	<b>lived</b> 56:4	<b>married</b> 30:23	<b>mind</b> 110:21
<b>layperson</b> 77:21 97:14	<b>lives</b> 52:1	<b>Matt</b> 38:5,8	<b>mine</b> 109:17 110:22
<b>learn</b> 50:11	<b>living</b> 16:24 27:9 64:25 77:24	<b>matter</b> 33:2 38:10 61:10	<b>minor</b> 6:2 7:8 96:11 97:6
<b>learned</b> 44:21 75:11	<b>L LLP</b> 41:15 48:21,23 50:2 51:7	<b>matters</b> 63:7 95:16	<b>minors</b> 7:11
<b>leave</b> 73:10	<b>loan</b> 49:25 51:8 54:17	<b>Matthew</b> 32:3,6, 10 38:12,18 39:19	
<b>leaving</b> 60:9	<b>loans</b> 49:18,20, 21,22,24		
<b>legalese</b> 27:20	<b>Logan</b> 32:3,6 38:5 39:20		
<b>lengthy</b> 41:23	<b>long</b> 23:15 25:2 78:18		
<b>letter</b> 16:12,19 17:3 26:14 27:19 32:17 54:24,25 63:19 64:1 73:3 75:21 76:4 77:18	<b>long-time</b> 102:24		
<b>letting</b> 24:17 93:9	<b>longer</b> 42:11		
<b>liability</b> 41:12	<b>looked</b> 72:15 81:15		
<b>LIC</b> 48:6,10 51:11	<b>losses</b> 53:6		
	<b>lost</b> 47:13,16		
	<b>lot</b> 41:24 44:12 53:5 54:23 110:21 111:11		

<b>minute</b> 18:5 <b>minutes</b> 58:9, 11,16,17 <b>miscellaneous</b> 23:4 <b>misdemeanor</b> 93:20 <b>misperceiving</b> 99:10 <b>mistake</b> 39:13 77:10 107:16 <b>mix</b> 57:5 <b>Molly</b> 8:16 <b>mom's</b> 99:8 <b>money</b> 22:6 23:2 44:13,14 47:14 48:15 56:6 81:5,9 <b>monies</b> 47:11 <b>month</b> 27:11 <b>months</b> 25:7 46:19 <b>Moran</b> 36:18 66:5 67:11 70:17 71:15 87:21 88:1,3 89:10,14,16 102:22 <b>Moran's</b> 105:13 <b>Morgan</b> 50:1 <b>morning</b> 5:5 58:8 <b>Morrissey</b> 8:11, 13 81:22 82:6, 8 90:18 <b>mortgage</b> 23:4 52:12,22 <b>mother's</b> 45:2 55:2 63:3 78:24 107:24 <b>move</b> 12:20 13:22 17:7 19:20 26:21 34:10 39:1 42:4 45:22 61:3,11,13 64:5 66:16 70:3 72:6 73:13,14 74:4 85:25 92:7 95:10 100:9	<b>moving</b> 29:23 84:7 87:15 89:4 <hr/> <p style="text-align:center">N</p> <hr/> <b>name's</b> 82:7 <b>named</b> 32:2 36:17 44:20 51:13 57:13 66:8 111:17 <b>names</b> 19:15,17 <b>narrowest</b> 41:21 <b>natural</b> 83:19 85:9 86:24 88:14 90:2 <b>nature</b> 83:15 85:4 86:18 88:9 89:21 <b>necessarily</b> 47:25 <b>needed</b> 25:12 60:20 61:1 <b>negative</b> 79:19 <b>net</b> 22:5,6,15, 23 25:15 51:25 52:25 53:5,10 <b>nobody's</b> 99:13 <b>non-survivor</b> 31:25 <b>Nos</b> 17:13 <b>notarization</b> 103:2 <b>notarized</b> 36:17 66:8 71:4 103:12,19,23, 25 107:14 <b>notary</b> 37:8 66:25 70:24 <b>noted</b> 101:1 <b>notes</b> 13:11,12, 16,19 14:7,11, 15,16 22:2,25 23:11,18 24:2 25:14 32:25 45:19,20 51:19 54:6 <b>notice</b> 74:18 <b>November</b> 9:5 12:15 15:5 22:4 23:12	25:25 40:15 49:23 86:2 106:21 107:2 <b>number</b> 15:23 55:12 72:18 73:15 81:11 <b>numbers</b> 13:20 <hr/> <p style="text-align:center">O</p> <hr/> <b>obey</b> 82:4 <b>object</b> 10:17 35:7 49:4 56:8 68:15 75:14 78:25 80:25 <b>objected</b> 79:8 <b>objecting</b> 68:21,24 <b>objection</b> 12:22,24 13:24 14:2 17:9,11 19:22,24 26:23 34:12 39:3 45:24 49:5 60:9 61:4,17, 19 64:7 66:18, 20 68:16,23 69:4,8,9 70:5, 7 72:8 73:18 74:5 75:18 79:10 80:6 91:21 92:5,11, 17,18 93:23 94:9,12,21 95:17 96:6,12 97:17 98:16 100:22,24 102:1 103:3 104:4,11 105:9,15 106:17 109:19 110:3,14 111:25 <b>objections</b> 104:24 108:17 <b>objects</b> 83:19 85:9 86:24 88:14 90:2 <b>obtained</b> 68:12 <b>occupation</b> 12:1 <b>Ocean</b> 53:12	<b>October</b> 106:20 <b>odd</b> 100:8 <b>offering</b> 101:24 <b>office</b> 36:19 37:5,7,8 59:13,16,17 66:6,12 68:10, 11 70:1 71:12, 13 95:15 102:25 106:7 <b>Officers</b> 101:8 <b>offices</b> 37:4,6, 11 40:23 67:12 <b>offset</b> 49:17 <b>offshore</b> 47:9 <b>oldest</b> 31:24 <b>open</b> 12:14 15:8 <b>opened</b> 15:7 74:19 <b>opening</b> 43:12 <b>operating</b> 47:2, 3 108:24 <b>operative</b> 9:12 61:15 <b>opinion</b> 10:12 60:5 83:13,25 85:3,7,12 86:17,21 87:2 88:18 89:20,25 <b>opportunity</b> 91:3 <b>opposed</b> 80:3 <b>opposite</b> 99:17 <b>optimistic</b> 26:2 <b>order</b> 14:8,9 19:11 53:15 91:20,24 92:4 <b>original</b> 11:11 34:22 35:1,6 69:22,24 103:18 <b>originally</b> 107:12 <b>originals</b> 35:17,19 69:12 72:4 73:11 <b>outlived</b> 28:15 <b>outstanding</b> 49:19 <b>overrule</b> 94:12
---	---	---	--

<p><b>overruled</b> 49:7 56:9 81:1 92:12 94:11 95:18 96:13 103:4 106:18</p> <p><b>overruling</b> 92:18</p> <p><b>overstate</b> 53:10</p> <p><b>owned</b> 48:23 52:1,4</p> <p><b>owns</b> 52:8</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>P.A.</b> 105:4</p> <p><b>Palm</b> 69:25 74:19 95:15 96:1,5,20</p> <p><b>Pam</b> 18:12 20:12 21:12 33:18 44:19,25 45:4 54:25 77:25</p> <p><b>Pam's</b> 98:13</p> <p><b>paragraph</b> 29:23 31:2 39:10,11 65:1,2,6</p> <p><b>paraphrasing</b> 60:15</p> <p><b>parents</b> 19:18 98:9</p> <p><b>part</b> 29:17 42:8 46:13 65:4 99:3,4</p> <p><b>participate</b> 8:7 10:18</p> <p><b>parties</b> 10:14 35:16 100:6 107:13,25 108:23</p> <p><b>partner</b> 5:9 13:12 22:24 31:22 41:11 105:5,7</p> <p><b>partner's</b> 14:15</p> <p><b>partnership</b> 41:10,12,14</p> <p><b>party</b> 24:15</p> <p><b>pass</b> 18:11,14 20:20 28:8 42:18 55:3 57:4,13</p>	<p><b>passed</b> 31:5 46:19 73:25 75:1 110:12</p> <p><b>past</b> 60:3,4</p> <p><b>pause</b> 58:8</p> <p><b>paying</b> 57:10</p> <p><b>pecuniary</b> 111:15,17</p> <p><b>perceive</b> 102:13</p> <p><b>percent</b> 20:15 21:17,19 33:22</p> <p><b>percentages</b> 18:4</p> <p><b>period</b> 49:23</p> <p><b>permission</b> 59:25</p> <p><b>permitted</b> 96:24</p> <p><b>person</b> 40:1 71:4 77:22 87:7,12 88:22, 25 90:9,15</p> <p><b>personal</b> 18:22 19:5 20:4,10 28:6,7,22 29:7 40:10 42:25 43:14 48:20 63:6 69:19 74:22 106:8,14 111:18</p> <p><b>personally</b> 14:25 36:22 37:12 67:1,3 70:24 71:1,14</p> <p><b>perspective</b> 24:6</p> <p><b>petition</b> 62:14, 15 78:22</p> <p><b>phone</b> 56:16 62:21,23</p> <p><b>physically</b> 59:12</p> <p><b>picture</b> 94:19</p> <p><b>place</b> 21:24 82:1 101:2</p> <p><b>plaintiff</b> 5:6 8:1,19 10:20 101:18</p> <p><b>plaintiff's</b> 8:8,17 12:12, 25 13:1 14:3,4 17:12,13 19:25</p>	<p>20:1 27:1,2 34:15,16 39:6, 7 46:2,3 58:10 59:1 61:7,8, 20,21,22 62:2, 3 64:10,11 66:21,22 70:8, 9 72:11,12 73:21,22 74:8, 9 82:3</p> <p><b>plan</b> 18:3,7,9, 14 25:10 46:7 64:22 65:19 99:4</p> <p><b>planning</b> 12:2 13:7 15:12,14 16:22 25:3,6 27:21 30:14 41:5,24 57:17 76:17 77:18, 23,24 80:21</p> <p><b>play</b> 40:22 44:4,7</p> <p><b>plead</b> 92:10 93:15</p> <p><b>pled</b> 93:20</p> <p><b>plus-four</b> 55:17</p> <p><b>point</b> 38:1 42:3 44:19 45:10 52:24 56:3 57:12,23 63:4 67:8 75:7,21 78:7 108:19</p> <p><b>policy</b> 54:15,18 56:22 57:8,9, 12</p> <p><b>Ponzi</b> 47:13,18</p> <p><b>portion</b> 58:12 79:16</p> <p><b>portions</b> 62:14</p> <p><b>possessed</b> 6:4</p> <p><b>possession</b> 108:6,22 109:1,2,16</p> <p><b>possibility</b> 46:7</p> <p><b>posting</b> 79:19</p> <p><b>poured</b> 28:2,4</p> <p><b>power</b> 20:21 21:1,4,9,15 30:1,4,13 31:12,15 33:6,</p>	<p>11,20 55:4 65:7,23 67:14, 24 71:6 77:15 98:3</p> <p><b>powers</b> 16:24 27:8 77:12</p> <p><b>practical</b> 83:23 85:13 87:3 88:19 90:5</p> <p><b>practice</b> 13:16 71:15</p> <p><b>practicing</b> 91:16</p> <p><b>prepare</b> 26:4,6, 7 63:15 77:23</p> <p><b>prepared</b> 9:22 19:14 32:13 41:4 64:15 77:6,7,17</p> <p><b>preparing</b> 27:22</p> <p><b>presence</b> 70:18 84:16,20,23,24 86:6,10,13 87:21,25 88:4 89:9 108:4</p> <p><b>present</b> 36:13 59:8,10 68:1 83:2,4,7</p> <p><b>pretty</b> 36:2</p> <p><b>previously</b> 38:6 103:13</p> <p><b>price</b> 53:16</p> <p><b>primarily</b> 79:22</p> <p><b>primary</b> 29:12</p> <p><b>principal</b> 20:19</p> <p><b>prior</b> 14:22 15:14 16:7 25:5 29:16 39:21 110:6</p> <p><b>privilege</b> 38:9 39:15</p> <p><b>pro</b> 5:15 6:25</p> <p><b>probate</b> 24:8 29:15 43:13,16 46:18 99:1,22 101:1 104:1</p> <p><b>probated</b> 102:5</p> <p><b>problems</b> 42:12</p> <p><b>procedure</b> 47:2, 3 108:24</p>
---	---	--	---



<b>procedures</b> 72:1		38:4 45:13	<b>released</b> 63:5
<b>proceed</b> 58:20		71:10 74:17	<b>releases</b> 46:24
<b>proceeding</b> 7:4		75:20 76:1	47:1 60:21
24:19			103:12
<b>procuring</b> 84:5		<b>receipt</b> 62:16	<b>relevance</b> 42:3
85:22 87:13		<b>receivable</b> 47:5	49:6 56:8
88:23 90:16		48:1,6	79:1,18 91:21
<b>produced</b> 13:20		<b>receive</b> 12:25	92:5,11 93:23
16:5 67:2 71:2		17:12 62:18	94:21 95:17
<b>product</b> 30:18		66:21 70:8	96:6,12 102:3,
47:8		98:11 102:12	13 103:3
<b>properly</b> 33:21		109:11,13	109:19,21,23
37:23 40:9		<b>received</b> 13:1	110:14
71:16,19		14:3,4 17:13	<b>relevancy</b> 79:12
<b>property</b> 18:22		20:1 27:2	80:25
19:5 20:5,10		34:16 39:7	<b>relevant</b> 39:23
28:6,7 42:25		46:3 48:5	42:1 48:22
43:14 83:15		54:24 61:8	92:6,13 95:3,
85:4 86:19		62:3,19,20	5,11 102:2,3
88:10 89:22		64:11 66:22	109:22 110:1
<b>protection</b> 42:8		70:9 72:12	<b>relief</b> 99:5,16,
<b>provide</b> 15:13		73:22 74:9	18
18:9 29:24		76:4 100:23,25	<b>rely</b> 37:8
57:3 76:14,18		102:16 106:25	<b>remain</b> 29:17
91:8		109:14	<b>remained</b> 29:3
<b>provided</b> 15:17,		<b>recess</b> 58:16	<b>remaining</b> 30:2
18 16:14 31:13		<b>recognize</b> 22:11	58:11
45:6 76:21		35:10 38:21	<b>Remember</b> 100:3
78:7 103:14		45:18 67:20	<b>remove</b> 38:5
<b>providing</b> 55:10		<b>record</b> 11:18	39:19
59:21		13:10 26:13	<b>removed</b> 38:8,
<b>provision</b> 29:3		28:20 29:18	12,18
<b>public</b> 42:20		42:21 79:16	<b>repeat</b> 104:24
<b>published</b> 74:19		<b>records</b> 106:23	<b>replacement</b>
<b>pulled</b> 55:24		<b>recover</b> 47:25	31:5
<b>purported</b> 47:8		<b>redirect</b> 30:4	<b>reporter</b> 79:15,
<b>purpose</b> 13:4		<b>referring</b> 55:15	17
54:21 78:5		62:24 63:1	<b>represent</b> 68:9
<b>purposes</b> 14:7		99:1	82:8
43:12		<b>reflect</b> 14:11	<b>representative</b>
<b>put</b> 9:9 10:19		23:19	28:22 29:7
19:14 20:7		<b>reflected</b> 18:3	63:6 69:19
23:25 24:6		77:19	106:9,14
35:22 36:4		<b>regard</b> 71:8	111:18
43:10 48:13,		<b>reinstated</b>	<b>representatives</b>
17,18 51:23		57:12	74:23
52:16 58:3		<b>relation</b> 56:13	<b>represented</b> 6:2
63:6 71:5		<b>relationship</b>	7:13 10:11
80:18 96:21		14:22 41:23	16:8
99:13 101:19		42:17 85:8	<b>request</b> 7:5
<b>putting</b> 78:10		86:23 88:14	45:2
		90:1 102:23	
	<b>Q</b>		
	<b>qualify</b> 46:25		
	<b>question</b> 6:5,7,		
	10,22,23 7:1,9		
	8:19 38:11		
	68:19 69:10		
	79:7,11,15		
	86:5 92:7,25		
	93:10,12,14,		
	18,24 94:10,		
	13,16 95:2		
	98:23 99:10		
	103:7 106:5		
	<b>questioning</b>		
	79:1,2,7		
	<b>questions</b> 5:22		
	7:22 81:18,22		
	90:18,22 91:2,		
	4 94:23 95:3		
	96:24 97:1		
	100:15 102:18		
	104:11,22		
	108:10 111:1,4		
	<b>quick</b> 111:11		
	<b>quickly</b> 104:17		
	<b>R</b>		
	<b>Rachel</b> 40:11		
	86:7,10,12		
	<b>Range</b> 50:13,19		
	<b>read</b> 7:7,23 9:9		
	23:1 27:5		
	53:23,24 54:25		
	77:23 79:15,16		
	84:13		
	<b>reading</b> 26:17		
	27:19 48:8		
	65:1 77:10		
	97:14		
	<b>ready</b> 5:4 58:20		
	<b>real</b> 53:8		
	111:11		
	<b>realize</b> 50:20		
	<b>realized</b> 48:3		
	<b>reallocate</b> 30:4		
	<b>Realty</b> 52:8		
	<b>recall</b> 20:13		
	22:17 32:20		

<b>requested</b> 45:15	45:22 46:5	<b>send</b> 35:4 44:1	25 37:10 38:1,
<b>required</b> 36:1	49:9 56:10	108:25 109:10	13,17 39:14,
37:14,24 90:21	58:14,22,23	<b>sending</b> 16:20	17,24 40:1,3,
<b>requirement</b>	61:3,10 62:5	<b>sense</b> 41:21	23 41:24
104:1	64:5,13 66:16,	101:5	42:15,18,20
<b>residuary</b> 20:6,	24 68:9 69:11	<b>sentence</b> 20:20	43:2 44:2
11,15 28:12	70:3,11 72:6,	21:3 29:25	46:17 58:24
43:2	14 73:13,16,24	<b>separate</b> 62:23	61:12,20,21,23
<b>respect</b> 78:22	74:4,11 79:21,	64:25	75:9 76:22
85:25 103:6	25 80:7,8	<b>September</b> 73:25	77:2 78:13
<b>respond</b> 60:12	81:3,18 91:21	106:25	80:11 82:15,19
<b>response</b> 12:23	92:5,11 93:23	<b>serve</b> 28:24	83:7,11,13,17,
14:1 17:10	94:21 95:17	40:11	21,25 84:8,10,
19:23 26:24	96:6,12 97:17	<b>service</b> 62:15	15,20,23 85:1,
34:13 39:4	98:16 99:17	<b>session</b> 58:9	6,11,17 86:2,
45:25 61:5	100:24 102:3,9	<b>set</b> 8:3,23	5,10,13,22
64:8 66:19	103:3 104:4	32:21 33:12,16	87:1,8 91:12
70:6 72:9	105:9,15	37:1 41:10	95:23 97:8
73:19 74:6	106:17 109:19	52:4 58:1	101:14 103:2,6
<b>rest</b> 63:7	110:14 111:25	72:16	106:8
<b>restated</b> 9:18	<b>Rover</b> 50:13,19	<b>settled</b> 94:20	<b>Shirley's</b> 18:25
64:16,23 71:23	<b>Rubin</b> 12:6	<b>seven-fifty</b>	22:6 28:22
89:6	<b>Ruffin</b> 12:6	54:13,14	30:1 34:7
<b>retain</b> 12:8	<b>rule</b> 103:24	<b>Seventeen</b> 73:16	35:11 40:17,20
<b>retaining</b> 13:5,	104:2 109:24	<b>share</b> 26:9	43:13 44:20
14	<b>rules</b> 7:20	40:19 49:2	48:24 50:4
<b>returned</b> 100:12	<b>ruling</b> 93:5,9	63:11	51:1,7 56:19
<b>reverse</b> 14:8,9	95:10	<b>shares</b> 20:21	58:6 60:10,19
<b>review</b> 13:6	<b>rulings</b> 104:23	21:21 23:6	65:8 68:11
74:20 94:20		51:14 80:18	76:16 77:10,14
<b>revocable</b> 27:7		<b>sharp</b> 55:20	97:24 98:1,6
28:2 29:16		72:25	106:13 110:17
75:4		<b>sheet</b> 12:14	<b>short</b> 27:25
<b>revoked</b> 9:13,23	<b>sale</b> 53:16	52:16 53:8	<b>shorter</b> 31:2
<b>robert</b> 10:21,23	<b>save</b> 52:7	<b>Sheriff</b> 96:2,5,	<b>shorthand</b> 28:20
11:19 82:5	<b>scale</b> 55:11	21	51:4
91:6	<b>schedule</b> 25:10	<b>Sheriff's</b> 95:15	<b>shotgun</b> 110:24
<b>role</b> 40:23	<b>scheme</b> 47:13,18	<b>Shirley</b> 8:25	<b>show</b> 17:1 22:9
44:4,7	<b>Scott</b> 75:22	9:1,2,14	36:2
<b>room</b> 59:14	76:4	11:20,23 12:8,	<b>showed</b> 32:25
<b>room's</b> 82:3	<b>seat</b> 100:10,11,	16,18 13:4,14	<b>shows</b> 18:19
<b>Rose</b> 5:5,6,9	13	14:19,21 16:8,	49:20
8:10,21 9:5,8	<b>seated</b> 24:20	12 17:17 18:10	<b>Si</b> 13:13 18:10
10:2,20 11:2,	<b>SEC</b> 91:20 92:2	19:15 21:22	28:19,22 37:11
4,7,10,14,17	94:20	23:16 24:9	40:3 42:14
12:20 13:3,22	<b>secretary</b> 66:13	25:1 26:10	43:13,23 45:3
14:6 17:7,15	<b>seeking</b> 99:5,7,	27:13 28:1,9,	46:25 47:7
18:1 19:10,20	15,18 101:1,19	15,18 30:22	54:21 58:25
20:3 24:24	102:4,6	31:2,11,23	60:20 64:14
26:21 27:4	<b>seeks</b> 9:15	32:1,18 33:3,	73:2 98:3
34:10,18 39:1,	<b>self-proving</b>	17,25 35:22	<b>Si's</b> 34:5
9 41:21 42:5,6	70:21	36:4,11,13,22,	48:19,24 50:16

71:13 76:17 <b>siblings</b> 21:17 63:15 103:13 107:4 <b>sic</b> 104:3 <b>sicker</b> 42:18 <b>side</b> 5:14 8:6,8 49:16 58:11 82:3 99:6 102:6 <b>sign</b> 37:1 38:17 61:1 67:14 69:13 91:24 108:25 109:16 <b>signature</b> 22:20 35:14 36:8,11 65:25 66:3 70:15,23 107:6 <b>signature's</b> 108:4 <b>signatures</b> 34:20 35:16 103:22,23 <b>signed</b> 26:5 27:12,22 29:4 32:19 36:25 37:13,23 38:23 39:24 62:17 63:4 65:17 70:17,24 71:10,16,19,25 72:3 73:8 74:15 77:14 78:13 96:9 107:1,13,18,19 108:1,3,21,23 109:4 111:21 <b>signer</b> 31:25 <b>significant</b> 56:6 <b>significantly</b> 52:25 <b>signing</b> 35:15 39:21 <b>similar</b> 30:10 37:1,2 <b>Simon</b> 8:16 9:17 10:4 11:20,23 12:8,16,18 13:4 14:19,21 16:2,8,12,20, 21 17:17 19:15	21:22 22:5,14 23:2,16 24:25 25:15 26:9 27:13 28:1,9, 20,23 29:9 30:22 31:4,12, 14,21 32:18 33:6,17,25 35:7 37:1,17, 19 40:1,20,23 41:24 42:7,23 43:25 44:2,5, 8,11,12 45:10 46:6 47:4 50:6,12 51:12 52:2,9 53:20 54:1 55:19,22 56:13 57:15 59:10,12,14,20 60:8 63:10,16, 19 64:1 65:25 67:10 68:1 69:18,20 70:16 71:23 72:19,24 73:4,25 74:12, 15 77:15 78:13 80:9,11,22,23 81:13 82:9 87:16,20,25 88:4,8,13,18 89:1,5,8,13, 17,19,25 90:4, 11 91:12 106:8,9,16 107:3,7,18,24 108:3 109:1,2, 15 110:10 <b>Simon's</b> 9:24 18:24 22:5,23 27:15 29:7,22 31:5 37:5,6,8 43:20 51:16 65:12 75:1 107:11 108:22 110:7,9,19 <b>simple</b> 28:2 <b>simpler</b> 77:21 <b>SIPC</b> 47:5,10,20 48:4,15 <b>sir</b> 5:15 6:14 7:15 8:11 9:8 16:16 24:22 42:5 58:14	73:16 93:4,16 98:24 101:23 104:8 <b>sisters</b> 33:23 45:8 98:4 107:1 <b>sit</b> 24:17 100:4,5 <b>sits</b> 34:23 <b>sitting</b> 24:17 37:3 <b>situation</b> 44:16 <b>skipped</b> 65:4 <b>slander</b> 79:4 <b>slighted</b> 56:1 <b>small</b> 54:17 <b>sold</b> 53:13 78:24 <b>sole</b> 28:10 42:24 43:5,20, 21 44:17 75:4 <b>somebody's</b> 101:7 <b>son</b> 31:24 32:7 51:12 <b>sophisticated</b> 25:10 <b>sort</b> 27:19 30:10 44:11 46:14 48:18 64:20 <b>sound</b> 24:10 74:1 <b>Spallina</b> 10:21, 23 11:19,21 15:22 54:4 82:5,7 91:6,8 95:14 105:4,12 <b>Spallina's</b> 61:15 <b>speaks</b> 19:5 <b>special</b> 30:1 32:9 65:7 80:9,11,13,16, 20,23 <b>specific</b> 32:2 38:6 39:19 <b>specifically</b> 39:14,17 57:15 <b>speed</b> 50:3	<b>spend</b> 44:12 <b>split</b> 19:6 20:5 <b>spoke</b> 45:3 <b>spouse</b> 30:13 44:17 <b>spouses</b> 30:4 <b>St</b> 53:17 <b>stack</b> 14:10 <b>stamp</b> 13:20 16:17 68:6 <b>stand</b> 58:13 <b>standard</b> 13:16 29:14 47:2,3 108:24 <b>Stanford</b> 47:8,9 <b>Stansbury</b> 31:22 51:13 <b>star</b> 48:17 <b>start</b> 14:11 29:9 91:5 <b>started</b> 72:16 <b>starting</b> 57:20 <b>starts</b> 29:25 <b>state</b> 11:18 95:22 107:24 <b>stated</b> 12:24 14:2 17:11 19:24 70:7 107:3 <b>statement</b> 22:15 68:17,22,25 69:2,9 109:2, 16 110:13 <b>stating</b> 108:5 <b>status</b> 46:17 75:25 <b>stay</b> 7:3 <b>Stephen</b> 15:25 16:7 <b>stock</b> 53:4 80:18 <b>stood</b> 46:14 <b>stop</b> 6:13 7:12 19:8 41:18 96:23 104:7,22 <b>story</b> 52:25 <b>stress</b> 63:7 <b>strictly</b> 82:4 <b>strike</b> 44:10 63:25 71:9
--	---	--	---



80:10	<b>sway</b> 60:4	<b>terms</b> 9:16	56:3 58:8,10,
<b>structure</b> 21:24	<b>sworn</b> 10:24	20:22 27:19,24	14,17 67:8
<b>struggling</b>	69:3 109:2,16	77:13 102:7	72:1,19,24
55:22	<b>system</b> 70:1	<b>Tescher</b> 12:6	75:11 76:8
<b>subject</b> 20:22		15:22 23:10	82:4 83:13,17,
65:20 99:22	<hr/> <b>T</b> <hr/>	74:22,25	21 85:1,6,11
<b>submit</b> 100:17		105:4,12	86:16,21 87:1
105:12 106:7	<b>Tab</b> 19:11	<b>Tescher's</b> 13:12	88:7,12,17
<b>submitted</b>	101:18	22:25 51:19	89:19,24 90:8
103:16 105:2	<b>table</b> 5:17,21	54:6	96:17 104:24
<b>subsequent</b> 81:8	100:6	<b>testamentary</b>	106:9,15
<b>successor</b> 5:7	<b>talk</b> 6:15	8:22 9:10	108:19
28:23 29:6,20	15:10,11 29:9	29:12 37:24	<b>times</b> 7:21
31:4,9,19,20,	32:21,22 33:1	38:24 39:23	25:24 81:15
22,24 43:5	40:2 56:14	41:5,20 44:2	94:2 96:4
74:25 75:9	57:20,22 58:5	45:11 63:11	<b>title</b> 29:16
78:23	59:20	67:15 77:2	<b>titled</b> 101:14
<b>Sue</b> 18:12	<b>talked</b> 52:16	80:12	<b>titles</b> 111:16
<b>sued</b> 5:25 6:3,	54:4 55:10	<b>testified</b> 10:25	<b>today</b> 8:9,17,20
9,11	56:17	61:16 102:22	9:20 34:23
<b>suffered</b> 53:6	<b>talking</b> 20:24	111:11	36:1 51:24
<b>suggested</b> 57:3	78:11 79:3	<b>testimony</b> 9:22	76:6,8 82:10
<b>suggesting</b>	<b>talks</b> 19:4	91:9 94:25	91:8,15 109:3,
101:2	20:17	<b>theoretically</b>	24 111:4,12
<b>summary</b> 26:17	<b>tangible</b> 18:22	21:11 29:11	<b>today's</b> 14:7
46:14 63:24	19:5 20:10	<b>thing</b> 64:20	<b>told</b> 51:18
64:21	28:7 42:24	78:21 99:14	60:5,20 100:3
<b>superseded</b> 9:23	43:14	<b>things</b> 41:8	<b>top</b> 20:18 28:18
<b>supporting</b> 56:5	<b>tax</b> 43:22 49:15	42:8 43:11	47:5
<b>supposed</b> 24:17	<b>taxes</b> 43:18,19,	49:12 53:4	<b>totaled</b> 49:12,
75:15 80:23	21	60:2 78:17	13
<b>supposedly</b> 6:1	<b>technically</b>	79:21 101:9	<b>totals</b> 23:5
47:11	39:15	104:18,19	<b>Traci</b> 36:14,22
<b>surrogate</b> 27:9	<b>Ted</b> 5:6 18:12	110:23 111:3	84:12,14,16,
<b>survive</b> 65:9	28:23 29:6	<b>thinking</b> 56:18	20,22
<b>survived</b> 28:9	31:5,8,24 32:6	<b>thought</b> 49:1	<b>traded</b> 50:12,18
42:23	33:18 43:25	50:19 53:20	<b>trading</b> 91:25
<b>surviving</b> 44:17	44:2,4 45:7	55:8 59:23	93:22
<b>survivor</b> 18:10,	51:12 66:12,14	60:2,11 81:5,9	<b>transmittal</b>
11,14 20:9	75:8,10 98:13	95:9	77:18
21:8,16 28:8	<b>Ted's</b> 32:7	<b>tightly</b> 110:25	<b>transmitting</b>
30:12 33:18	77:25	<b>til</b> 109:17	26:15
<b>sustain</b> 69:3	<b>telephone</b> 72:18	110:12	<b>travel</b> 37:11
80:6 94:8	<b>telling</b> 91:2	<b>time</b> 8:5,18	<b>treated</b> 102:5
110:3	110:25	10:17 12:1	<b>tree</b> 19:13 32:5
<b>sustained</b> 69:9	<b>ten</b> 57:8 58:16	13:14 19:12	<b>trial</b> 5:10 6:22
91:22 92:17	59:22 60:10	22:7 25:11,20	8:2,4 104:16,
93:24 94:22	77:15 80:18	26:2 32:15	17
96:7 97:18	<b>tendency</b> 53:10	36:14,25 40:20	<b>trials</b> 7:20
98:17 104:5,11	<b>term</b> 43:8	41:1 44:13,19	<b>Tripp</b> 75:22
105:10 110:15		46:15 49:1,19,	76:4
		23 52:7 53:6	

<b>true</b> 21:13 26:18 71:16 76:24 110:13	<b>Typically</b> 30:12	<b>values</b> 53:7,8	<b>wished</b> 25:3
<b>trust</b> 6:3 9:1, 3,18,21,25 10:5 20:19,22 27:7 28:2,13 29:10,16,18,22 30:2,3 31:13, 23 33:3 35:11, 19,23,25 36:5 37:2,19,20 38:2,24 40:17, 18 43:3 48:24 51:1 57:13 61:12,22,24 64:16,23 65:8 69:12 71:23 73:11 74:15 75:1,4,9,12 78:24 80:18 84:8 85:2 86:2 87:3 89:6,9,12 90:6 95:23 97:8,24 98:1, 2,7,8,11 99:8 101:15 110:18, 20 111:19	<hr/> <b>U</b> <hr/> <b>ultimately</b> 57:6 65:20 <b>Um-hum</b> 33:8 51:10 <b>unable</b> 28:24 <b>uncommon</b> 25:8 53:3 <b>unconfused</b> 104:17 <b>underline</b> 67:2, 3 <b>underlying</b> 63:3 <b>underneath</b> 50:4 51:23 <b>understand</b> 24:21 77:11 88:9,13,18 89:21 90:1,5 <b>understanding</b> 83:18,23 85:3 <b>understood</b> 83:14 85:8,13 86:18,23 87:3 <b>unduly</b> 84:1 85:17 87:8 89:1 90:10 <b>unequal</b> 20:22 <b>unlike</b> 68:10 69:12 <b>untimely</b> 7:25 <b>unusual</b> 44:16	<b>verbal</b> 12:23 14:1 <b>vice</b> 6:25 <b>View</b> 75:25 <b>virtually</b> 31:3 <b>visit</b> 41:1 <b>volition</b> 73:1	<b>wishes</b> 97:12,15 <b>withdraw</b> 38:11, 15 <b>withdrawing</b> 93:11 <b>withdrawn</b> 100:13 <b>withdrew</b> 91:19 <b>witnesses</b> 36:10 70:16 84:12 <b>wives</b> 100:5 <b>word</b> 53:22 <b>words</b> 27:6 <b>work</b> 7:18 22:2 36:19 91:12 <b>worked</b> 66:12 <b>working</b> 12:2 110:23 <b>works</b> 94:6 <b>world</b> 53:3 <b>worth</b> 22:5,6, 15,23 25:15 51:18,19,21,25 52:25 53:5,11 <b>write</b> 21:14 <b>wrong</b> 92:22 <b>wrote</b> 23:10 49:15
<b>trustee</b> 5:7 6:3,12 29:20 31:9,19,20,22 43:5 75:4,9 78:24 111:18, 24	<b>understand</b> 24:21 77:11 88:9,13,18 89:21 90:1,5 <b>understanding</b> 83:18,23 85:3 <b>understood</b> 83:14 85:8,13 86:18,23 87:3 <b>unduly</b> 84:1 85:17 87:8 89:1 90:10 <b>unequal</b> 20:22 <b>unlike</b> 68:10 69:12 <b>untimely</b> 7:25 <b>unusual</b> 44:16	<hr/> <b>W</b> <hr/> <b>wait</b> 80:5 <b>waiting</b> 46:22, 23 <b>waiver</b> 61:1 62:13,15 103:12 107:1, 7,10,18,19,23 108:21 109:14 <b>waivers</b> 46:23 47:1 60:21 62:20 105:13 107:4,12,21,25 108:2,5,7,23 109:3,5,7,17 110:7,10 <b>Walker</b> 40:11 86:7,10,12 <b>wanted</b> 10:10 13:6 17:24 21:23,25 31:21,23 32:23 37:10 55:24 56:1 57:7,22 59:20,22 60:1 <b>waste</b> 8:6 10:16 <b>wasting</b> 44:13 <b>watches</b> 101:10 <b>ways</b> 57:4 104:15 <b>wealth</b> 60:10 <b>Weiss</b> 5:10 <b>well-being</b> 101:11 <b>When's</b> 96:17 <b>wife</b> 5:18 32:7 <b>wife's</b> 59:21 <b>wills</b> 16:23,25 17:5,6 27:6,9 28:4 30:11	<hr/> <b>Y</b> <hr/> <b>Yates</b> 76:11 95:24 96:10 98:13,20 <b>year</b> 43:17 56:6 <b>years</b> 47:17 55:12,14,16,17
<b>trustees</b> 75:1	<b>vague</b> 77:9	<b>ways</b> 57:4 104:15	
<b>trusts</b> 16:24 20:7 27:7 29:24 32:13,15 64:25 80:16 98:10	<b>Vaguely</b> 76:2	<b>wealth</b> 60:10	
<b>truthfulness</b> 95:1	<b>valid</b> 8:22 9:11,15 10:1,5 35:25 37:15,21 71:19 77:2 79:23 80:1,3,5 101:2 110:18, 20	<b>Weiss</b> 5:10	
<b>turn</b> 14:14 19:9,11 24:13 34:19 35:21,22 68:4,5 70:12 82:17	<b>validated</b> 9:20	<b>well-being</b> 101:11	
<b>turning</b> 8:1	<b>validity</b> 41:19 79:1,12 82:10 109:25 111:10	<b>When's</b> 96:17	
<b>typewritten</b> 68:13 69:16		<b>wife</b> 5:18 32:7	
<b>typical</b> 18:13 32:24		<b>wife's</b> 59:21	
		<b>wills</b> 16:23,25 17:5,6 27:6,9 28:4 30:11	

1 IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
2 IN AND FOR PALM BEACH COUNTY, FLORIDA  
3 CASE No. 502014CP003698XXXXNB

4 TED BERNSTEIN,

5 Plaintiff,

6 -vs-

7 DONALD R. TESCHER, ELIOT IVAN BERNSTEIN,  
8 LISA SUE FRIEDSTEIN, JILL MARLA IANTONI, et al.,

9 Defendants.

---

10 TRIAL BEFORE THE HONORABLE  
11 JOHN L. PHILLIPS  
12 VOLUME 2 PAGES 117 - 260

13 Tuesday, December 15, 2015  
14 North County Courthouse  
15 Palm Beach Gardens, Florida 33410  
16 9:43 a.m. - 4:48 p.m.

17 Reported By:  
18 Shirley D. King, RPR, FPR  
19 Notary Public, State of Florida  
20 West Palm Beach Office Job #1358198- VOL 2  
21  
22  
23  
24  
25

1 APPEARANCES:

2 On behalf of the Plaintiff:

3 ALAN ROSE, ESQUIRE  
4 GREGORY WEISS, ESQUIRE  
5 MRACHEK FITZGERALD ROSE KONOPKA  
6 THOMAS & WEISS, P.A.  
7 505 South Flagler Drive, Suite 600  
8 West Palm Beach, Florida 33401  
9 Phone: 561.655.2250  
10 E-mail: Arose@mrachek-law.com

11 On behalf of the Defendant:

12 ELIOT IVAN BERNSTEIN, PRO SE, ESQUIRE  
13 2753 NW 34th Street  
14 Boca Raton, Florida 33434  
15 Phone: 561.245.8588  
16 E-mail: Iviewit@iviewit.tv

17 On behalf of Molly Simon, Alexandra, Eric & Michael  
18 Bernstein:

19 JOHN P. MORRISSEY, ESQUIRE  
20 LAW OFFICE OF JOHN P. MORRISSEY, P.A.  
21 330 Clematis Street  
22 Suite 213  
23 West Palm Beach, Florida  
24 Phone: 561.833.0866  
25 E-mail: John@jmorrisseylaw.com

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

- - -  
I N D E X  
- - -

WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
BY MR. BERNSTEIN:		120		
BY MR. ROSE:			188	
BY MR. BERNSTEIN:	194			
TED BERNSTEIN				
BY MR. BERNSTEIN:	206			
BY MR. ROSE:		213		
BY MR. BERNSTEIN:			217	

- - -  
E X H I B I T S  
- - -

NUMBER	DESCRIPTION	PAGE
DEFENDANT'S EX. 2	LETTER	161
DEFENDANT'S EX. 3	PETITION FOR DISCHARGE	198

NUMBER	DESCRIPTION	PAGE
PLAINTIFF'S EX. 6	FIRST AMENDMENT TO SHIRLEY BERNSTEIN'S TRUST	187

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

P R O C E E D I N G S

- - -

(Proceedings continued from Volume 1.)

THE COURT: We're ready to resume. Our witness is still under oath.

Is there any further cross-examination?

MR. BERNSTEIN: Yes.

THE COURT: Okay.

CROSS (ROBERT SPALLINA) (Cont'd)

BY MR. BERNSTEIN:

Q. Mr. Spallina, just to clarify --

MR. ROSE: Your Honor, can he just stand at the podium?

THE COURT: Okay. Well, use the podium. Your microphone will help explain your questions. But you can walk up there. If you need to show the witness a document or something, that's fine.

MR. BERNSTEIN: Okay.

BY MR. BERNSTEIN:

Q. Did you -- are you a member of the Florida Bar?

A. Yes, I am.

Q. Currently?

A. Yes, I am.

Q. Okay. You said before you surrendered your

1 license.

2 A. I said I withdrew from my firm. It wasn't  
3 that I was not practicing.

4 Q. Okay. In the chain of custody of these  
5 documents, you stated that there were three copies made?

6 A. Yes.

7 Q. Do you have those three original trust copies  
8 here?

9 A. I do not.

10 MR. BERNSTEIN: Does anybody?

11 THE COURT: Do you have any other questions of  
12 the witness?

13 MR. BERNSTEIN: Yeah. I wanted to ask him  
14 some questions on the original documents.

15 THE COURT: Okay. Keep going.

16 BY MR. BERNSTEIN:

17 Q. Okay. So the original documents aren't in the  
18 court?

19 A. I don't have them.

20 Q. Your firm is not in possession of any of the  
21 original documents?

22 A. I'm not sure. I'm not at the firm anymore.

23 Q. When you left the firm, were there documents  
24 still at the firm?

25 A. Yes, there were.

1 Q. Were you ordered by the court to turn those  
2 documents over to the curator, Benjamin Brown?



3 A. I don't recall.

4 MR. ROSE: Objection. Can he clarify the  
5 question, which documents? Because I believe the  
6 curator was for the estate, and the original will  
7 was already in file, and the curator would have no  
8 interest in the trust --

9 THE COURT: Which documents? When you say  
10 "those documents," which ones are you referring to?

11 MR. BERNSTEIN: Any of the trusts and estate  
12 documents.

13 THE COURT: Okay. That's been clarified.  
14 You can answer, if you can.

15 THE WITNESS: I believe that he was given -- I  
16 believe all the documents were copied by  
17 Mr. Pollock's office, and that he was given some  
18 type of zip drive with everything. I'm not sure,  
19 though. I couldn't --

20 BY MR. BERNSTEIN:

21 Q. Did the zip drive contain the original  
22 documents?

23 A. Did not. I believe the original documents  
24 came back to our office. Having said that, we would  
25 only have -- when we made and had the client execute



1 three documents, two originals of those documents would  
2 remain with the client, and then we would keep one  
3 original in our file, except -- including, most of the  
4 time, the original will, which we put in our safe  
5 deposit box. So we would have one original of every  
6 document that they had executed, including the original  
7 will, and they would keep two originals of everything,  
8 except for the will, which we would give them conformed  
9 copies of, because there was only one original will.

10 Q. Okay. I asked a specific question. Did your  
11 firm, after the court order of Martin Colin, retain  
12 documents, original documents?

13 MR. ROSE: Objection. Sorry. I should have  
14 let him finish.

15 MR. BERNSTEIN: -- original documents?

16 THE WITNESS: I believe --



17 MR. ROSE: Relevance and misstates the --  
18 there's no such order.

19 THE COURT: Well, the question is, Did your  
20 firm retain the original documents?

21 Is that the question?

22 MR. BERNSTEIN: Yes, sir.

23 THE COURT: Overruled.

24 Answer, please.

25 THE WITNESS: I believe we had original

1 documents.

2 BY MR. BERNSTEIN:

3 Q. After the date you were court ordered to  
4 produce them to the curator?

5 MR. ROSE: Object -- that's the part I object  
6 to.

7 THE COURT: Sustained.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

10 Q. To your knowledge -- so, to your knowledge,  
11 the documents can't all be here since they may be at  
12 your firm today?

13 A. I don't practice at the firm anymore, so I'm  
14 not sure where the documents are.

15 Q. Okay. And you said you made copies of all the  
16 documents that you turned over to the curator? Did you  
17 turn over any original documents as ordered by the  
18 court?

19 MR. ROSE: Objection. Same objection.

20 There's no court order requiring an original  
21 document be turned over.


22 THE COURT: What order are you referring to?

23 MR. BERNSTEIN: Judge Colin ordered when they  
24 resigned due to the fraudulent alteration of the  
25 documents that they turn over --



1 THE COURT: I just said, what order are you  
2 referring to?

3 MR. BERNSTEIN: It's an order Judge Colin  
4 ordered.

 5 THE COURT: All right. Well, produce that  
6 order so I can see it, because Judge Colton's [sic]  
7 been retired for six or seven years.

8 MR. BERNSTEIN: Okay. I don't have it with  
9 me, but...

10 THE COURT: Well, Judge Colton's a retired  
11 judge. He may have served in some other capacity,  
12 but he doesn't enter orders, unless he's sitting as  
13 a replacement judge. And that's why I'll need to  
14 see the order you're talking about, so I'll know if  
15 he's doing that. Okay. Thanks. Next question.

16 BY MR. BERNSTEIN:

17 Q. Okay. Has anyone, to the best of your  
18 knowledge, seen the originals while you were in custody  
19 of them?

20 A. Yes.

21 Q. Okay. Who?

22 A. I believe Ken Pollock's firm was -- Ken  
23 Pollock's firm was the firm that took the documents for  
24 purposes of copying them.

25 Q. Did anybody ask you, refer copies to inspect

1 the documents?

2 A. Other than Ken Pollock's office, I don't  
3 recall.

4 Q. Did I ask you?

5 A. Perhaps you did.

6 MR. BERNSTEIN: Okay. I'd like to go through  
7 some of the documents with him real quick. But I  
8 don't have my wife to hand me the documents, so  
9 it's going to take me incredibly long. These are  
10 just copies I have. Can I approach him?

11 THE COURT: All approaches are okay.

12 MR. BERNSTEIN: Okay.

13 BY MR. BERNSTEIN:

14 Q. Are these the documents that you drafted,  
15 Shirley's will and Shirley's trust agreement?

16 MR. ROSE: Your Honor, could I see what he's  
17 handing the witness before he hands it to them?

18 THE COURT: Say again.

19 MR. ROSE: I don't know what he's handing the  
20 witness.

21 THE COURT: All right. You'll need to show  
22 the other side the documents that you're handing to  
23 the witness so that they're looking at the same  
24 thing you're talking about.

25 MR. ROSE: These are not accurate. These are

1 multiple things stapled together. I'd object to  
2 the exhibit -- or the use of it.



3 THE COURT: Ma'am, if you come back up past  
4 that bar one more time, you'll be in contempt of  
5 court. I don't want you to be in contempt of  
6 court. Do you understand my instruction?

7 MRS. BERNSTEIN: Yes.

8 THE COURT: Thank you.

9 MR. ROSE: I don't know if that's filed with  
10 the court and I don't know that these are genuine.  
11 And the second document has attached to it --

12 THE COURT: Well, you don't need to tell me  
13 what the papers are. The thing that the person  
14 who's asking the questions has to do is show you  
15 the documents that he's going to show the witness.

16 MR. ROSE: Okay.

17 THE COURT: Then I intend to move forward. I  
18 expect he'll show the witness the documents and  
19 then he'll probably ask a question.

20 Am I right?

21 MR. BERNSTEIN: Do you want to see those?

22 THE COURT: Nope.

23 So then if there's an objection to the  
24 documents coming in, if at some time they're  
25 proffered as an exhibit, then I'll take the

1 objection.

2 Have you seen the documents that are in his  
3 hand that are going to be shown to the witness?

4 MR. ROSE: Oh, yes, sir. I'm sorry.

5 THE COURT: Okay. That's fine.

6 Proceed.

7 BY MR. BERNSTEIN:

8 Q. Okay. Can you look at the initials on the  
9 pages of that document and describe them -- describe  
10 what they look like?

11 A. The initials?

12 Q. Yes.

13 A. On each page, there's an SB --

14 Q. Okay.

15 A. -- for your mother's initials.

16 Q. And it's clearly SB?

17 A. Is it clearly SB?

18 Q. Yeah. Looks like SB?

19 A. Yes, it's clearly SB.

20 Q. Okay. And on this will signed on the same  
21 date by my mother in your presence, is that my mom's  
22 initials? And does it look like an SB? Do they even  
23 look similar?

24 A. Well, your mother was asked to sign these  
25 documents.

1 Q. Okay.

2 A. When we execute a will, unlike the bottom of  
3 the trust agreement where we initial the trust pages, on  
4 the bottom of the will, she's supposed to sign her  
5 signature. And which she has done at the bottom of each  
6 page, is sign her signature consistent with the  
7 signature page that she signed.

8 Q. So what you're saying is, she signed this  
9 document, that she initialed this document?

10 A. Right. We only ask that for purposes of the  
11 trust that they initial each page. For purposes of the  
12 will, that they sign each page.

13 So this is the signature that she has -- this  
14 is her signature on the bottom of this document.

15 Q. Well, there's no line saying that's her  
16 signature, correct? There would be --

17 A. But that was our practice.

18 Q. Okay.

19 A. That was our practice, to have --

20 Q. Okay. You testified to my dad's state of mind  
21 that he was fine.

22 Si was usual when you saw him from May through  
23 his death; is that correct?

24 A. Are you speaking about 2012?

25 Q. Yes.

1 A. Correct.

2 Q. Are you aware of any medical problems my  
3 father was having at that time?

4 A. No, I'm not.

5 Q. Are you aware of any stress he was under?

6 A. No, I was not.

7 Q. Mr. Rose had you read into or -- read into the  
8 record a letter that I wrote with my waiver, saying,  
9 anything -- I haven't seen the dispositive documents,  
10 but I'll do anything, 'cause my dad is under stress, to  
11 relieve him of his stress.

12 Do you know what stress I was referring to?

13 A. I don't.

14 Q. Were you in the May meeting with my father,  
15 May 10, 2012?

16 A. I was -- are you talking about on the  
17 telephone call?

18 Q. Correct.

19 A. I wasn't together with him.

20 Q. Okay. Were you together with anybody on that  
21 call?

22 A. No. I was on -- in my -- my office phone.

23 Q. Okay. And at that meeting, did Si state that  
24 he was having this meeting to end disputes among certain  
25 parties and himself?





1 A. I don't recall.

2 Q. Were there any disputes you were aware of?



3 A. The only thing that he ever brought to my

4 attention was the letter that Pam had sent him.

5 Q. And what did Pam's letter state, basically?



6 A. I can't remember it. I mean, it was the

7 letter that he showed me in February of 2012. But the

8 general gist of that letter was that she was unhappy



9 about not being part of their estates.

10 Q. Just her or her and her children?

11 A. She may have spoke to her children.

12 Q. Was there anybody else who was left out of the

13 wills and trusts?

14 A. That was causing him stress?

15 Q. No. Just anybody at this point that was left

16 out, other than Pam.

17 A. Yes. Ted.

18 Q. And are you aware of anything Ted and Pam were

19 doing to force upon Si changes?

20 A. Not to my knowledge, other than the letter

21 that Pam had sent to him just expressing her

22 dissatisfaction.

23 Q. You said you talked to her attorney?

24 A. I talked to her attorney.

25 Q. And you told her attorney, while Si was

1 living, that she had been cut out of the estates and  
2 trusts with her brother Ted?

3 A. I don't recall the conversation with the  
4 attorney, but, ultimately, Si gave me authorization to  
5 send documents to the attorney. So we may have had a  
6 conversation about it.

7 Q. So you're stating that Si told you to -- he  
8 authorized you to tell his daughter that she had been  
9 cut out of the estates and trusts?

10 A. He authorized me to send documents to the  
11 attorney.

12 Q. Did you send those documents to the attorney?

13 A. I believe we did, yes.

14 Q. Okay. Was Ted and his lineal descendants  
15 disinherited?

16 A. They were, under the original documents.

17 Q. Well, under Shirley's document that's  
18 currently theirs, Ted considered predeceased for all  
19 purposes of disposition according to the language in the  
20 document you drafted?

21 A. To the extent that assets passed to him under  
22 the trust.

23 Q. Well, the document says, for all purposes of  
24 disposition, Ted Bernstein is considered predeceased,  
25 correct?

1 A. You'll have to state the question again.

2 Q. Does the document you drafted say that Ted  
3 Bernstein is both considered predeceased under the  
4 beneficiary definition with his lineal descendants and  
5 considered predeceased for all purposes of dispositions  
6 of the trust?

7 MR. ROSE: Objection. Best evidence. The  
8 document's in evidence.

9 THE COURT: Sustained.

10 MR. BERNSTEIN: I'll have him read it.

11 THE COURT: Well, I mean, I can read it. It's  
12 in evidence. So when it comes time, just point me  
13 to the part that you want me to read, and I'll read  
14 it. But I don't need to have the witness read it  
15 to me. That's of no benefit.

16 MR. ROSE: Your Honor, and for the record,  
17 those issues are part of the other counts and  
18 aren't being tried today.

19 MR. BERNSTEIN: Page 7, Your Honor, of the  
20 Shirley trust.

21 THE COURT: What exhibit number is that?

22 MR. BERNSTEIN: You want me to enter it as my  
23 exhibit?

24 THE WITNESS: Plaintiff's Exhibit 2, Your  
25 Honor.

1 THE COURT: All right. Let me go to page 7 of  
2 Plaintiff's 2.

3 MR. BERNSTEIN: Can I enter this one into the  
4 record?

5 THE COURT: Is it the same as the one I  
6 already have?

7 MR. BERNSTEIN: According to Alan, it's not.

8 THE COURT: According to who?

9 MR. BERNSTEIN: Mr. Rose.

10 THE COURT: All right. Well, if it comes time  
11 for you to put any exhibits in on your case, if  
12 that's not a duplicate of an exhibit that's already  
13 in, you're welcome to put it into evidence. But  
14 this is not the time when you put evidence in.  
15 This is the time when you're cross-examining the  
16 plaintiff's witness.

17 MR. BERNSTEIN: Okay.

18 THE COURT: So on Page 7 of Plaintiff's 2, you  
19 can go on with your questioning.

20 BY MR. BERNSTEIN:

21 Q. Are you there and are we on the same page?

22 Yes?

23 A. Yes, I am.

24 Q. Okay. In the definition of -- under E1, do  
25 you see where it starts "notwithstanding the foregoing"?

1 A. Yes.

2 Q. Okay. Can you read that?

3 A. "Notwithstanding the foregoing, as I have  
4 adequately provided for them during my lifetime, for  
5 purposes of the dispositions made under this trust to my  
6 children, Ted S. Bernstein and Pamela B. Simon and their  
7 respective lineal descendants shall be deemed to have  
8 predeceased the survivor of my spouse and me, provided,  
9 however, if my children Eliot Bernstein, Jill Iantoni  
10 and" --

11 Q. Okay, that's -- you can stop there.

12 Would you consider making distributions a  
13 disposition under the trust?

14 A. It would it depend on other factors.

15 Q. What factors?

16 MR. ROSE: Objection. Relevancy.

17 THE COURT: Sustained.

18 BY MR. BERNSTEIN:

19 Q. Is a validity hearing a disposition of the  
20 trust?

21 MR. ROSE: Objection. Calls for a legal  
22 conclusion.

23 THE COURT: Sustained.

24 MR. BERNSTEIN: Well, he drafted the document,  
25 so I'm trying to get what his meaning was when he

1 put it in. And it's relevant to the hearing today.

 2 THE COURT: I ruled it's not relevant.

3 MR. BERNSTEIN: Oh, you did rule that?

4 THE COURT: Do you have another question of  
5 the witness? Or we're moving on.

6 MR. BERNSTEIN: Okay.

7 BY MR. BERNSTEIN:

8 Q. So for purposes of disposition, Ted, Pam and  
9 her lineal descendants are considered predeceased,  
10 correct?

11 MR. ROSE: Objection. Relevancy, cumulative  
12 and best evidence.

13 THE COURT: Sustained.

14 The document says what it says.

15 MR. BERNSTEIN: Okay.

16 THE COURT: When you ask a witness if it says  
17 what it says, I don't pay any attention to his  
18 answer, because I'm reading what it says.

19 MR. BERNSTEIN: Okay.

20 BY MR. BERNSTEIN:

21 Q. Did you produce a fraudulent copy of the  
22 Shirley trust agreement?

 23 A. No, I did not.

24 Q. So when you sent to Christine Yates this trust  
25 agreement with the attached amendment that you've

1 already admitted you fraudulently altered, was that  
2 producing a not valid copy of the trust that was  
3 distributed to a party?

4 A. We've already talked about the amendment was  
5 not a valid amendment.

6 Q. No, I'm asking, did you create a not valid  
7 trust of my mother's and distribute it to Christine  
8 Yates, my children's attorney?

9 MR. ROSE: Objection. Cumulative. He's  
10 covered this.

11 MR. BERNSTEIN: Well, it has to go to the  
12 validity, Your Honor, because --

13 THE COURT: The question I'm figuring out is,  
14 have we already covered this?

15 MR. BERNSTEIN: We touched on a piece of it.  
16 The more important part --

17 THE COURT: Okay. Then I'll let you reask  
18 your question to cover something that we've not  
19 already covered.

20 MR. BERNSTEIN: Okay. And we covered that  
21 the --

22 THE COURT: You don't have to remind me.

23 MR. BERNSTEIN: Oh, okay.

24 THE COURT: Listen, see, this -- look at this.  
25 I take notes. I write stuff down. Now, a lot of



1 times, if you see me not writing and I'm doodling,  
2 that means you're not scoring any points.

3 MR. BERNSTEIN: You've got to show me --

4 THE COURT: The point is, I should be writing  
5 notes. So that means you're not doing any good.

6 MR. BERNSTEIN: Gotcha.

7 THE COURT: So, please, the reason I write it  
8 is so we don't have to repeat things.

9 BY MR. BERNSTEIN:

10 Q. Okay. You've already stated that you created  
11 a fraudulent amendment.

12 Did you attach it to a Shirley trust document?

13 A. No. We included the amendment with the  
14 documents that we transmitted to her.

15 Q. So it was included as part of the Shirley  
16 trust document as an amendment, correct?

17 A. It was included as an amendment.

18 Q. To the Shirley trust document.

19 Thereby, you created a fraudulent copy, a not  
20 valid copy of the Shirley trust, correct?

21 MR. ROSE: Objection. Argumentative.

22 Cumulative.

23 THE COURT: Overruled.

24 You can answer. Did that create a fraudulent  
25 version of the trust?





1 THE WITNESS: It could have, yes, Your Honor.

2 BY MR. BERNSTEIN:

3 Q. Can you explain why it couldn't have?

4 A. Because Si ultimately exercised his power of  
5 appointment, which was broader than the definitional  
6 provision in the document.

7 Q. That's not my question. I'll just say it was  
8 asked and not answered.

9 Okay. So there are not validly -- not valid  
10 Shirley trust agreements in circulation, correct?



11 A. That's not true.

12 Q. Well, the Shirley trust agreement you said  
13 sent to Christine Yates you've just stated was invalidly  
14 produced.

15 A. To Christine Yates.

16 Q. Yeah, okay. So I said "in circulation."

17 Is Christine Yates out of circulation?

18 A. I don't know what Christine Yates did with the  
19 documents.

20 Q. Well, I got a copy, so they're even more in  
21 circulation.

22 So my point being, you sent from your law firm  
23 fraudulent -- a non-valid copy of the document --

24 A. Which document?

25 Q. -- the Shirley trust and her amendment to

1 Christine Yates, right?

2 MR. ROSE: Objection. Cumulative.

3 THE COURT: Sustained.

4 MR. BERNSTEIN: Okay. We'll move on from  
5 that.

6 BY MR. BERNSTEIN:

7 Q. Would you know about when you did that  
8 fraudulent alteration of the document?

9 A. January 2013.

10 Q. And you were a fiduciary -- or you were  
11 counsel to the alleged fiduciary, Ted Bernstein, of the  
12 Shirley Bernstein trust, correct?

13 A. Yes, we were.

14 Q. And you were counsel to Ted Bernstein as the  
15 alleged personal representative of Shirley's estate?

16 A. Yes, we were.

17 Q. And as Ted's counsel in the Shirley trust, can  
18 you describe what the not valid trust agreement that was  
19 sent to Ms. Yates did to alter the beneficiaries of the  
20 document?

21 MR. ROSE: Objection. Cumulative.

22 THE COURT: Overruled.

23 What alterations did that make to the  
24 beneficiaries?

25 THE WITNESS: It didn't make any alterations

1 to the beneficiaries. The document's not a valid  
2 document and so it couldn't have made any changes  
3 to the estate planning.

4 BY MR. BERNSTEIN:

5 Q. Okay. But what did it intend to do?

6 MR. BERNSTEIN: Sorry. Excuse me, Your Honor.  
7 What did you say?

8 THE COURT: Next question.

9 BY MR. BERNSTEIN:

10 Q. Okay. What did it intend to do?

11 A. I answered that question earlier.

12 THE COURT: I can't let the witness object to  
13 questions. That won't work.

14 THE WITNESS: I'm sorry, Your Honor. Earlier  
15 you asked me the question, and I responded to you  
16 that it was to carry out your father's intent and  
17 the agreement that you all had made prior to his  
18 death, on that telephone call, and to have a  
19 document that would provide, perhaps, clarity to a  
20 vague misinterpretation of your mother's document.

21 BY MR. BERNSTEIN:

22 Q. So instead of going to the court, you just  
23 frauded a document to an attorney, who's representing  
24 minor children in this case -- produce a fraudulent copy  
25 of the trust document, making us have total trouble

1 understanding what's real and not, especially with your  
2 firm's history of fraudulent and forged documents  
3 submitted to the court in this case.

4 THE COURT: Okay. Thanks. You're just  
5 ranting. Ranting is not allowed.

6 MR. BERNSTEIN: Sorry.

7 THE COURT: If you'd like to ask a question,  
8 I'll let you do that. If I have to call you on  
9 this too many more times, I'm going to assume that  
10 you're done questioning the witness.

11 MR. BERNSTEIN: Okay.

12 BY MR. BERNSTEIN:

13 Q. When did you first meet my parents?

14 A. 2007.

15 Q. And how did you meet them?

16 A. I met them through someone that made a  
17 referral to them to our office.

18 Q. You didn't know Ted Bernstein prior to meeting  
19 Si?



20 A. I don't recall who we met first. I'm not  
21 sure.

22 Q. What firm were you with at the time?

23 A. Tescher, Gutter, Chaves, Josepher, Rubin and  
24 Ruffin and Forman.

25 Q. And how long were you with them?

1 A. Five-plus years.

2 Q. And where were you before that?

 3 A. I was in school.

4 Q. Okay. Did you work at Sony Digital ever?

5 A. I did.

6 Q. You did. And when was that, before school or  
7 after?


8 A. That was from 1994 to '96.

9 Q. So after school?

 10 A. After college.

11 Q. Okay. So that was -- you just forgot about  
12 that one in your history.


13 Is there any other parts of your biography I'm  
14 missing?

 15 MR. ROSE: Objection. Argumentative.


 16 THE COURT: Sustained.

17 BY MR. BERNSTEIN:

18 Q. Can you repeat, since I'm -- there was a  
19 little clarification error there. Your history, you  
20 started --

 21 THE COURT: That's not necessary to repeat the  
22 history. Do you have a new question?

23 MR. BERNSTEIN: Well, I'm trying to get the  
24 history.

 25 THE COURT: I don't want him to repeat what

1 he's already said. That moves the case backwards.

2 I want to go forward. You're cavitating.

3 MR. BERNSTEIN: Okay.

4 BY MR. BERNSTEIN:

5 Q. Did the altered trust document sent to  
6 Christine Yates attempt to convince Yates and others she  
7 sent that document to that Ted and Pam's lineal  
8 descendants were actually inside the document?

9 A. Say the question again.

10 Q. Well, we read the section where they're  
11 considered predeceased, Ted and Pam and their lineal  
12 descendants.

13 When you altered that amendment that you said  
14 you were just doing Si's wishes postmortem by altering a  
15 document, my question is, did you put language in there  
16 that would have made Ted and Pam's lineal descendants  
17 now beneficiaries of Shirley's trust?

18 MR. ROSE: Objection. I think it's  
19 cumulative. We've covered this.

20 THE COURT: Sustained.

21 MR. BERNSTEIN: Okay.

22 BY MR. BERNSTEIN:

23 Q. Can the beneficiary of Shirley's trust be Ted,  
24 Pam or their lineal descendants?

25 A. If the assets of her trust were to pass under

1 the trust, no --

2 Q. Okay.

3 A. -- under the trust.

4 Q. So in the trust language of the Shirley trust  
5 document, Ted's lineal descendants and Pam's lineal  
6 descendants can get no dispositions, distributions,  
7 whatever you want to call it?

8 A. You have to ask the question in a different  
9 way, because I answered the question. I said, if it  
10 passes under the trust, that they would not inherent.  
11 If.


12 Q. Okay. When Shirley died, was her trust  
13 irrevocable at that point?

14 A. It was.

15 Q. Who were the beneficiaries?

 16 A. Simon Bernstein.

17 Q. And who were the beneficiaries -- well, Simon  
18 Bernstein wasn't a beneficiary. He was a trustee.

 19 A. No, he became the beneficiary of her trust  
20 when she died. He was the sole beneficiary of her trust  
21 when she died.

22 Q. Okay. And then who would it go to when he  
23 died?

24 MR. ROSE: Objection. Cumulative.

25 THE COURT: Sustained.

1 BY MR. BERNSTEIN:

2 Q. Okay. When Simon died, who would the benefits  
3 of Shirley's trust go to?

4 MR. ROSE: Objection. Cumulative.

5 THE COURT: Are you asking him to tell you  
6 what would happen if the mother died first, then  
7 the father died second, and we have the trust  
8 documents and the wills that are in place so far  
9 that have been testified to at the trial?

10 MR. BERNSTEIN: Correct.

11 THE COURT: I already know all that stuff.

12 MR. BERNSTEIN: Well --

13 THE COURT: So what is the new question you  
14 want to ask that's not cumulative?

15 MR. BERNSTEIN: Okay. Well, I'm trying to get  
16 to a very significant point there.

17 THE COURT: Get there. Just go there and see  
18 what happens.

19 MR. BERNSTEIN: I just have to learn to ask  
20 these questions a little more like a lawyer.

21 THE COURT: Yes.

22 MR. BERNSTEIN: So I have to rethink how to  
23 ask that.

24 BY MR. BERNSTEIN:

25 Q. Do you recall talking to Detective Ryan



1 Miller?

2 MR. ROSE: Objection. Relevance.

3 THE COURT: Sustained.

4 BY MR. BERNSTEIN:

5 Q. Can you tell me all the roles you had in these  
6 estates and trusts, and your partner, Don Tescher?

7 A. We were the attorneys to your parents. Upon  
8 your dad's death, we became counsel to his estate and  
9 served as co-PRs and co-trustees under his documents.

10 Q. Any other roles?

11 A. Served as counsel for -- we served as counsel  
12 for Ted as fiduciary under your mother's documents.

13 Q. And who served as your counsel as trustee  
14 PR -- co-trustee, co-PR?

15 A. Mark Manceri.

16 Q. Mark Manceri submitted that he was your  
17 attorney?

18 A. I believe so, yes.

19 Q. Did you take a retainer out with him?

20 MR. ROSE: Objection. Relevance.

21 THE WITNESS: I'm sorry.

22 THE COURT: What's the relevance of the  
23 retainer question?


24 THE WITNESS: I'm sorry. I take that back.

25 Mark Manceri was not counsel to us with respect to

1 the estate, except on a very specific matter.

2 THE COURT: The question that was objected to  
3 was, did you take out a retainer? What's the  
4 relevance of that?

5 MR. BERNSTEIN: Well, I'm trying to figure out  
6 if he was properly representing before the court  
7 these documents, and to his credibility, meaning  
8 his --

 9 THE COURT: I'll sustain the objection.

10 MR. BERNSTEIN: Okay.

11 BY MR. BERNSTEIN:

12 Q. And a question about the court. How long  
13 before you notified the court as a personal  
14 representative fiduciary that you had produced a  
15 fraudulent trust of Shirley's?

16 A. To whom? I don't know that we ever  
17 represented the document to the court, and I don't know  
18 that anyone ever came to the court and said that we did.

19 Q. Well, I did in a petition I filed and served  
20 on you --

21 MR. ROSE: Objection.

22 BY MR. BERNSTEIN:

23 Q. -- of January -- excuse me -- petition that I  
24 served on you exposing a fraud of what happened with  
25 Christine Yates after you admitted that to the police.

1 MR. ROSE: Objection. Relevance.

2 THE COURT: Sustained.

3 BY MR. BERNSTEIN:

4 Q. Okay. How many times have you spoken with  
5 Alan Rose in the last three months?

6 A. Twice.

7 Q. Did you prepare for this hearing in any way  
8 with Alan Rose?

9 A. I did.

10 Q. Okay. Was that the two times you spoke to  
11 him?

12 A. Yes.

13 Q. Do you see any other of the parties that would  
14 be necessary to validate these trust documents in the  
15 court today?

16 MR. ROSE: Objection. Cumulative.

17 THE COURT: Sustained.

18 BY MR. BERNSTEIN:

19 Q. And you gave testimony to the total net worth  
20 of Simon today, when you were asked by Mr. Rose; is that  
21 correct?

22 A. Yes.

23 Q. How long did you serve as the co-trustee and  
24 co-personal representative?

25 A. Of your father's estate? Since the date of

1 his death.

2 Q. And his trust?

3 A. Same.

4 Q. Okay. Did you produce an accounting to  
5 support those claims you made today?

6 MR. ROSE: Objection. Relevancy.

7 THE COURT: Sustained.

8 MR. BERNSTEIN: Well, can I argue that or --

9 THE COURT: No.

10 MR. BERNSTEIN: Not even close. Does that  
11 mean I have to ask it a different way?

12 THE COURT: Well, I can't answer questions.  
13 I'm not allowed to give anybody legal advice.

14 MR. BERNSTEIN: Okay. That was procedural, I  
15 thought. But okay.

16 THE COURT: Well, that's legal advice.

17 Procedure is a legal issue.

18 BY MR. BERNSTEIN:

19 Q. As a fiduciary of the estate of Simon and the  
20 trust of Simon, did your law firm produce a accounting?

21 MR. ROSE: Objection. Relevance.

22 MR. BERNSTEIN: Well, it's relevant to, if  
23 he's a fiduciary, his conduct. I mean, there's --

24 THE COURT: Here's the way I handle  
25 objections --

1 MR. BERNSTEIN: Okay.

2 THE COURT: -- somebody asks a question, and  
3 somebody in the courtroom says objection, and then  
4 I have them state the legal objection and stop.  
5 The other side doesn't say anything, unless I say,  
6 Is there any argument one side or the other?  
7 Because usually I can figure this stuff out without  
8 having to waste time with arguments.

9 I didn't ask for any argument, right? Okay.  
10 Sustained. Next question.

11 BY MR. BERNSTEIN:

12 Q. Mr. Rose asked you about Shirley's Bentley.

13 Are you aware -- you became aware of Shirley's  
14 Bentley, correct?

15 A. Yes.

16 Q. When you became aware of Shirley's Bentley,  
17 did you put in an amended inventory to account for it?

18 THE COURT: What's this going to help me  
19 decide on the validity of the wills or trusts?

20 MR. BERNSTEIN: I'm just responding to the  
21 statements that were brought up.

22 THE COURT: I wish you would have objected to  
23 the relevancy then, but you didn't.

24 MR. BERNSTEIN: I did.

25 THE COURT: I don't think so.

1 MR. BERNSTEIN: No?

2 THE COURT: I'm a car guy, so I pay attention  
3 if somebody's asking questions about Bentleys just  
4 because it's interesting.

5 MR. BERNSTEIN: Well, it's so important, Your  
6 Honor, because --

7 THE COURT: No, it's not. Right now what is  
8 tied is, are the wills and trusts bound?

9 MR. BERNSTEIN: We have to question his  
10 competency.

11 THE COURT: And so what's in the estate or  
12 what's in the trust is not of any interest to me  
13 right now. So if that Bentley should have been in  
14 the estate or should not have been in the estate,  
15 it should have been accounted for, not accounted  
16 for, I'm not going to figure out today. But I want  
17 to get all the evidence I possibly can to see  
18 whether these wills and trusts that are in front of  
19 me are valid or not valid. And I'm hoping that  
20 you'll ask some questions that'll help me figure  
21 that out.

22 MR. BERNSTEIN: Are those originals that you  
23 have?

24 THE COURT: See, I'm not the witness. I'm the  
25 judge. So I'm not sworn in and I have no knowledge

1 of the facts of this case, other than what the  
2 witnesses tell me.

3 MR. BERNSTEIN: I'm winding down. I'll check  
4 my list.

5 THE COURT: All right.

6 BY MR. BERNSTEIN:

7 Q. Are you familiar with a document the Bernstein  
8 Family Realty LLC agreement?

9 A. Yes, I am.

10 Q. Did you draft that document?

11 A. Yes, I did.

12 Q. Was it part of Simon's estate planning?

13 A. It was part of his estate planning -- well,  
14 yes --

15 Q. And what was --

16 A. -- in a roundabout way.


17 Q. What was it designed to do?

18 A. It was designed to hold title to the home that  
19 you and your family live in.

20 Q. Oh, okay. And so it was -- who's the owners  
21 of that?

22 A. The three kids -- your three kids, Josh,  
23 Daniel -- your three kids' trusts that your father  
24 created -- and Jake -- that he created in -- I believe  
25 he created those trusts in 2006.

1 Q. And the prior testimony was, there were no  
2 special documents under Simon's estate plan for my  
3 family; is that correct?

 4 A. Right. None that we prepared. Those were not  
5 documents that we prepared.

6 Q. Okay. I think he asked you if you knew of  
7 any.

8 So you knew of these, correct?

9 A. You're making me recall them. Yes.

10 Q. Oh, okay. Because you answered pretty  
11 affirmatively no before, that you weren't aware of any  
12 special --

13 THE COURT: Do you have any questions for the  
14 witness?

15 MR. BERNSTEIN: Okay. I get it.

16 BY MR. BERNSTEIN:

17 Q. You referenced an insurance policy.

18 MR. BERNSTEIN: Can I -- well, I can't ask him  
19 anything.

20 BY MR. BERNSTEIN:

21 Q. You referenced an insurance policy earlier,  
22 life insurance policy, that you said you never saw; is  
23 that correct?

24 A. Yes.

25 Q. And was that part of the estate plans?



1 A. We never did any planning with that. That was  
2 an insurance policy that your father had taken out  
3 30 years before. He had created a trust in 1995 for  
4 that. That was not a part of any of the planning that  
5 we did for him.

6 Q. Did you file a death benefit claim on behalf  
7 of that policy?

8 MR. ROSE: Objection. Relevancy.

9 THE COURT: Sustained.

10 BY MR. BERNSTEIN:

11 Q. Is Christine Yates, who you sent the  
12 fraudulently altered Shirley trust document that's not  
13 valid, a layman?

14 MR. ROSE: Objection. Argumentative.

15 MR. BERNSTEIN: Excuse me.

16 BY MR. BERNSTEIN:

17 Q. Is she an attorney at law?

18 THE COURT: Now you're asking a different  
19 question.

20 MR. BERNSTEIN: Okay.

21 THE COURT: Thanks.

22 BY MR. BERNSTEIN:

23 Q. Is she a layman, as you described prior?

24 A. She's an attorney.

25 Q. Okay. So you were sending that document that

1 you said you altered to make a layman understand the  
2 language in the trust better?

3 MR. ROSE: Objection. Cumulative.

4 THE COURT: Let me have you finish your  
5 questioning.

6 BY MR. BERNSTEIN:

7 Q. But you sent it to Christine Yates, an  
8 attorney, who's not a layman?

9 A. We did.

10 Q. Okay. So it could be that you sent that  
11 document to an attorney to commit a fraud upon her  
12 clients, my children, minor children, correct?

13 A. The intent was not to commit a fraud.

14 Q. Okay.

15 A. Again, the intent was to carry out your dad's  
16 wishes.

17 Q. By fraudulently altering documents?

18 MR. ROSE: Objection. Argumentative.

19 THE COURT: Sustained.

20 If you ask one more argumentative question, I  
21 will stop you from asking the other things, because  
22 I'll figure that you're done. Is that clear?

23 MR. BERNSTEIN: Yes.

24 THE COURT: I'm done warning you. I think  
25 that's just too much to have to keep saying over

1 and over again.

2 BY MR. BERNSTEIN:

3 Q. When Shirley died, were her wishes upheld?

4 A. Your dad was the sole survivor of her  
5 estate -- he was the sole beneficiary of her estate and  
6 her trust.

7 Q. So her wishes of her trusts when Simon died  
8 were to make who the beneficiaries?

9 MR. ROSE: Objection. Cumulative.

10 THE COURT: Sustained.

11 BY MR. BERNSTEIN:

12 Q. Who did Shirley make -- are you familiar with  
13 the Eliot Bernstein Family Trust?

14 A. I am.

15 Q. And is that trust under the Shirley trust?

16 A. No, it's not.

17 Q. It's a separate trust?

18 A. It is.

19 Q. Is it mentioned in the Shirley trust?

20 A. It may be.

21 Q. As what?

22 A. As a receptacle for Shirley's estate.

23 Q. Her trust?



24 A. A potential receptacle for Shirley's trust.

25 Q. So there were three, the Eliot Bernstein

1 Family Trust, Lisa Friedstein and Jill Iantoni Family  
2 Trust, that are mentioned as receptacles. I would  
3 assume that's the word, beneficiary --

4 MR. ROSE: Objection.

5 BY MR. BERNSTEIN:

6 Q. -- of the Shirley trust, correct?

7 MR. ROSE: Objection. Cumulative.

8 THE COURT: Sustained.

9 BY MR. BERNSTEIN:

10 Q. Okay. On Simon's medical state eight weeks  
11 before he died, when these documents of the Simon trust  
12 are alleged by you to have been signed, are you aware of  
13 any conditions of Simon's at that time medically?

14 A. I was not.

15 Q. Were you aware of any medicines he was on?

16 A. I was not.

17 Q. Were you aware he was seeing a psychiatrist?

18 A. I was not.

19 Q. Were you aware that he was going for a brain  
20 scan?

21 A. I was not.

22 Q. Were you aware that he was brought in to  
23 multiple doctors during that time for brain problems;  
24 that they ended up doing a brain biopsy at Delray  
25 Medical right around that time that he's said to sign

1 these documents?

2 A. He did not make us aware of any medical issues  
3 that he had.

4 Q. Okay. Did you ask him at the time you were  
5 signing those amended documents if he was under any  
6 medical stress?

7 A. No, I did not.

8 Q. Okay.

9 A. He --

10 MR. BERNSTEIN: Can I ask him to read that?

11 BY MR. BERNSTEIN:

12 Q. Can you look at that document and --

13 MR. BERNSTEIN: Judge, would you like a look  
14 at this?

15 THE COURT: I don't look at anything that's  
16 not an exhibit.

17 MR. BERNSTEIN: I'm exhibiting it to him.

18 THE COURT: Okay. Well, that's fine, but I  
19 want you to go ahead and ask your question. I  
20 don't look at things that aren't exhibits in  
21 evidence --

22 MR. BERNSTEIN: Okay.

23 THE COURT: -- unless I have to mark them.

24 But no, I don't have a curiosity to look at pieces  
25 of paper.

1 MR. BERNSTEIN: Should I exhibit it as  
2 evidence -- can I exhibit it as --

3 THE COURT: If it comes into evidence, I'll  
4 look at it.

5 MR. BERNSTEIN: Okay. Can I submit it as  
6 evidence?

7 THE COURT: Well, have you asked any questions  
8 to establish what it is?

9 BY MR. BERNSTEIN:

10 Q. Is this a letter from your law firm -- prior  
11 law firm?

12 A. I did not prepare this letter --

13 Q. Okay.

14 A. -- but it appears to be, yes.

15 Q. Prepared by?

16 A. Donald Tescher.

17 MR. BERNSTEIN: Okay. Now can I submit it?

18 THE COURT: So you're offering it as an  
19 exhibit --

20 MR. BERNSTEIN: Please.

21 THE COURT: -- as Defendant's 2.

22 Is there any objection?

23 MR. ROSE: No objection.

24 THE COURT: All right. I'll take a look at  
25 it. And that'll be in evidence as Defendant's 2.

1 Thank you.

2 (Defendant's Exhibit No. 2 was received into  
3 evidence.)

4 BY MR. BERNSTEIN:

5 Q. Can you just read into the record  
6 paragraph 2 --

7 THE COURT: Well, I'm reading it. The  
8 document is in the record.

9 MR. BERNSTEIN: Oh, okay.

10 THE COURT: I'm reading paragraph 2 even as we  
11 speak, so I don't need the witness to read it for  
12 me. But if you want to ask him a question, you can  
13 go ahead with that.

14 BY MR. BERNSTEIN:

15 Q. Okay. That letter states that Si's power of  
16 appointment for Simon could not be used in favor of Pam,  
17 Ted and their respective children; is that correct?

18 A. Yes. Don appears to have written that.

19 Q. Did you get a copy of this letter?

20 A. I don't recall getting a copy of it, but  
21 doesn't mean that I didn't.

22 Q. But you are partners in that firm?

23 A. Yes, we were partners in that firm.

24 Q. Now, that -- this document --

25 MR. ROSE: Your Honor, can I just -- I don't



1 want to go out of order, but this is only relevant  
2 if the documents are valid. And if he's -- the  
3 whole point is the documents are valid. And he  
4 wants to argue the second part, of what they mean,  
5 then we should not have wasted a whole day arguing  
6 over the validity of these five documents.

7 THE COURT: Well, waste of time is what I do  
8 for a living sometimes. Saying we shouldn't be  
9 here doesn't help me decide anything.

10 I thought I was supposed to decide the  
11 validity of the five documents that have been  
12 pointed out; some of them might be valid and some  
13 of them might be invalid. And I'm struggling to  
14 decide what's relevant or not relevant based upon  
15 the possibility that one of them might be invalid  
16 or one of them might not. And so I'm letting in a  
17 little bit more stuff than I normally think I  
18 would.

19 MR. ROSE: I'm concerned we're arguing the  
20 second -- the second part of this trial is going to  
21 be to determine what the documents mean and what  
22 Simon's power of attorney could or couldn't do.  
23 And this document goes to trial two and not trial  
24 one, although I didn't object to its admissibility.

25 THE COURT: Well, since it's in evidence,



1 we'll leave it there and see what happens next.

2 Do you have any other questions of the  
3 witness?

4 MR. BERNSTEIN: Yeah.

5 BY MR. BERNSTEIN:

6 Q. It says that the document that you  
7 fraudulently altered creating the invalid copy of the  
8 Shirley trust had some kind of paragraph 2 that was  
9 missing from the original document --

10 MR. ROSE: Objection. Argumentative.

11 BY MR. BERNSTEIN:

12 Q. -- from my understanding.

13 THE COURT: You may finish your question. And  
14 make sure it's a question and not an argument.  
15 Because you know what happens if this is an  
16 argument.

17 MR. BERNSTEIN: I'm not arguing. I'm just  
18 asking --

19 THE COURT: I want you to ask your question.

20 BY MR. BERNSTEIN:

21 Q. It says here that there was a blank spot that  
22 you -- a Paragraph No. 2 which modified the definitional  
23 language by deleting words.

24 According to this document, the power of  
25 appointment by Simon could not alter the Shirley trust

1 agreement, correct?

2 A. Don seems to be suggesting that in the second  
3 paragraph. I don't necessarily believe that that's the  
4 case.

5 Q. Did you review this document with Don?

6 MR. ROSE: Objection. Cumulative.

7 THE COURT: The question is, Did you go over  
8 this document with Don?

9 MR. BERNSTEIN: Correct.

10 THE COURT: Overruled.

11 You can answer.

12 THE WITNESS: No.

13 BY MR. BERNSTEIN:

14 Q. So he's -- Don, in this letter, is describing  
15 your actions, correct?

16 A. Yes.

17 Q. Okay. Did you write a letter to anybody  
18 describing your actions?

19 A. I did not.

20 Q. You did not.

21 And what have you done to correct the damages  
22 caused by that to my family?

23 MR. ROSE: Objection. Relevance.

24 THE COURT: Sustained.

25 MR. BERNSTEIN: Okay.

1 BY MR. BERNSTEIN:

2 Q. And are you aware of an autopsy that was done  
3 on my father the day -- or ordered the day he died?

4 MR. ROSE: Objection. Relevance.

5 THE COURT: Sustained.

6 BY MR. BERNSTEIN:

7 Q. Are you aware -- well, are you aware of a  
8 heavy metal poison test that was done by the Palm Beach  
9 County coroner?

10 MR. ROSE: Objection. Relevance.

11 THE COURT: Sustained.

12 MR. BERNSTEIN: Well, it's --

13 THE COURT: Next question.

14 MR. BERNSTEIN: I'm trying to figure that out.

15 Your Honor, is -- I can't ask you that question.

16 BY MR. BERNSTEIN:

17 Q. Competency. Based on everything you know  
18 about Simon, when he signed those documents, he was  
19 competent?



20 A. To my knowledge, he was of sound mind and  
21 body.

22 Q. Now, are you a medical expert?

23 A. I'm not.

24 Q. Are you aware of any other fraudulent activity  
25 that took place in anything in the estate and trusts of

1 Simon Bernstein by yourself or your employees?

2 A. Are you referring back to the closing of your  
3 mother's estate?

4 Q. I'm referring to any other --

5 A. -- we've talked about.

6 Q. So can you list those and then just say that's  
7 all that you're aware of?

8 MR. ROSE: Objection. Cumulative.

9 THE COURT: Sustained.

10 BY MR. BERNSTEIN:

11 Q. Other than the fraud that you've admitted to  
12 in the documents of Shirley, the Moran forged and  
13 fraudulent waivers, the April 9th waiver that you and Si  
14 signed stating he had all the waivers when he couldn't  
15 have, are there any other frauds that you're aware of  
16 that took place with these estate and trust documents?

17 A. Not to my knowledge.

18 Q. When you were first interviewed by the Palm  
19 Beach County Sheriff with Kimberly Moran, did you notify  
20 them at that first interview that you had fraudulently  
21 altered a document?

22 MR. ROSE: Objection. Relevance.

23 THE COURT: Sustained.

24 BY MR. BERNSTEIN:

25 Q. When did you notify the sheriff that you



1 fraudulently altered a document?

2 MR. ROSE: Objection. Relevance.

 3 THE COURT: Sustained.

4 BY MR. BERNSTEIN:

5 Q. You have these exhibits. This will says  
6 "conformed copy" on Exhibit 1 of their exhibits; is that  
7 correct?

8 A. Yes, it does.

9 Q. Does a conformed copy have to have the clerk  
10 of the court's signature on it?

11 A. Conformed copy would not be sent to the clerk  
12 of the courts.

13 Q. Conformed copy -- okay.

14 Is that your signature on the document? This  
15 is Exhibit 2, Shirley trust agreement, of the  
16 plaintiff's exhibit book, 2, page 27.

17 A. Yes, it appears to be.

18 Q. It appears to be?

19 A. Yes.

20 Q. All right. And is that Traci Kratish's  
21 signature?

22 A. She was there. I can't speak to her  
23 signature.

24 Q. Did you witness her sign it?

25 A. I did.

1 Q. Okay. Is that my mom's signature on page 28?

2 A. Yes, it is.

3 Q. On this first amendment to Shirley's trust --

4 MR. BERNSTEIN: Exhibit 3, Your Honor, page 1  
5 of 3, I guess. It's the first page in that  
6 exhibit.

7 BY MR. BERNSTEIN:

8 Q. Is that document -- do you recall that  
9 document?

10 A. Yes.

11 Q. Okay. And you recall the day it's signed and  
12 notarized, allegedly?

13 A. November 18th, 2008.

14 Q. On the front page of that document, what day  
15 is the document dated?

16 A. It's not dated.

17 Q. Is that typical and customary in your office?

18 A. Sometimes clients forget to put the date at  
19 the top.

20 Q. You forget?

21 A. I said, sometimes clients forget to put the  
22 date at the top.

23 Q. Well, did you check the document before making  
24 it a part of a will and trust?

25 A. It was notarized as a self-proving document.

1 Q. Are you aware that Kimberly Moran's  
2 notarization of the Simon trust has been found by the  
3 Governor Rick Scott's notary public division to be  
4 deficient?

5 MR. ROSE: Objection. Hearsay.

6 THE COURT: Sustained.

7 BY MR. BERNSTEIN:


8 Q. Are you aware of Kimberly Moran of your office  
9 being contacted by the governor's office in relation to  
10 these wills and trusts?

11 MR. ROSE: Objection. Hearsay.

12 THE COURT: Sustained.

13 What do I care if he's aware of that or not?  
14 How does that help me decide the validity of these  
15 documents?

16 MR. BERNSTEIN: Well, the governor's already  
17 made a claim that --

 18 THE COURT: But you're asking the witness if  
19 he's aware of. Are you aware the sky is blue right  
20 now? It doesn't matter to me if he's aware of it  
21 or not. Are you aware Rick Scott has started an  
22 investigation of a moon landing? It doesn't matter  
23 to me if he knows that or not. You asked him are  
24 you aware of somebody from Rick Scott's office  
25 doing something. It doesn't matter to me if he's

1           aware of that or not. I've got to figure out the  
2           validity of these documents, so I need to know  
3           facts about that, please. Any other questions of  
4           the witness on that?

5                   MR. BERNSTEIN: Yes.

6 BY MR. BERNSTEIN:

7           Q. Is that my father's signature?

8           A. I'm not an expert on your father's signature.  
9 But if it's on his will, at the bottom of his will, that  
10 must have been a copy that was obtained from the clerk  
11 of the courts, because that will was filed, and we would  
12 have conformed copies in our file, which would not have  
13 his signature at the bottom. Apparently, it is.

14          Q. But it does say on the document that the  
15 original will's in your safe, correct?

16          A. For your mother's document, it showed that.

17          Q. Oh, for my father's -- where are the originals  
18 of my father's?

19          A. Your father's original will was deposited in  
20 the court. As was your mother's.

21          Q. How many copies of it were there that were  
22 original?

23          A. Only one original. I think Mr. Rose had  
24 stated on the record that he requested a copy from the  
25 clerk of the court of your father's original will, to





1 make a copy of it.

2 Q. Certified?

3 A. I'm not sure if he said it was certified or  
4 not.

5 Q. Is that your signature on my father's will?

6 MR. BERNSTEIN: This is Exhibit 4, Your Honor,  
7 Page 7.

8 THE WITNESS: Yes, it is.

9 BY MR. BERNSTEIN:

10 Q. Okay. Is that my father's signature?

11 A. Appears to be.

12 Q. Whose signature is that?

13 A. That's my signature.

14 Q. Oh, okay. So the only two witnesses you see  
15 on this document are you and Kimberly Moran; is that  
16 correct?

17 A. On that page.

18 Q. And both you and Kimberly Moran have had  
19 misconduct in these cases?

20 MR. ROSE: Objection. Relevance.

21 THE COURT: Overruled. But it's cumulative.

22 MR. ROSE: It's cumulative.

23 THE COURT: How many times do I need to know  
24 this?

25 MR. BERNSTEIN: What does that mean exactly,

1 cumulative? I don't get that. I'm sorry.

2 THE COURT: Let's say you hit me over the head  
3 with a two-by-four. That's one time. If you do it  
4 twice, that's cumulative. Cumulative's not  
5 allowed.

6 MR. BERNSTEIN: That's an objection, is that  
7 I've asked it --

8 THE COURT: Yes.

9 MR. BERNSTEIN: -- and it was answered? Is  
10 that what it's kind of saying?

11 THE COURT: Yes, asked and answered. That's  
12 another way of saying it.

13 MR. BERNSTEIN: Now I got it.

14 THE COURT: Asked and answered is a similar  
15 way to say it.

16 MR. BERNSTEIN: Okay. Sorry.

17 BY MR. BERNSTEIN:

18 Q. Is that my father's signature, to the best of  
19 your knowledge?

20 A. Appears to be, yes.

21 Q. And is that your signature?

22 A. Yes, it is.

23 Q. And here, did Kimberly Moran properly notarize  
24 this document?

25 A. Kimberly did not notarize the document.

1 Q. Or Lindsay Baxley, did she check one -- either  
2 the person was personally known or produced  
3 identification?

4 A. No. This is what Mr. Rose had gone over  
5 earlier.

6 Q. No, those, I believe, are in other documents  
7 we'll get to.

8 So this notarization, as far as you can tell,  
9 is incomplete?

10 MR. ROSE: Objection. Are we on Exhibit 2?

11 MR. BERNSTEIN: No.

12 THE COURT: We're on Exhibit 4, as far as I  
13 recall.

14 MR. BERNSTEIN: He does not miss a thing.

15 Your Honor, page 8.

16 THE WITNESS: This is Si's documents.

17 MR. ROSE: Got it.

18 BY MR. BERNSTEIN:

19 Q. Okay. So on Simon's trust, weeks before he  
20 dies, the notarization's improper?

21 A. This was the same document we spoke about  
22 before. Yes, she did not circle "known to me,"  
23 although...

24 Q. So she didn't know you or Simon?

25 A. No, she knew all of us. She just neglected to

1 circle "known to me."

2 Q. And that's one of the three functions of a  
3 notary, to the best of your knowledge, to determine the  
4 person is in the presence that day by some form of I  
5 either know you or you gave me a license; is that  
6 correct?

7 A. Yes.

8 Q. So your firm -- have you done anything since  
9 knowing this document's improperly notarized to correct  
10 it with the courts?

11 MR. ROSE: Objection. It misstates facts. He  
12 didn't say it was improperly notarized.

13 THE COURT: Just state the objection, please.

14 MR. ROSE: Well, calls for a legal conclusion.

15 THE COURT: Sustained.

16 MR. MORRISSEY: Another objection. It  
17 misstates the law.

18 THE COURT: Sustained.

19 BY MR. BERNSTEIN:

20 Q. Is that Lindsay -- oh, you can't answer that.

21 So, to the best of your ability, regarding  
22 your signature, Kimberly or Lindsay Baxley has failed to  
23 state that you either were known to her or produced  
24 identification?

25 MR. ROSE: Objection. Cumulative.

1 THE COURT: Sustained.

2 MR. BERNSTEIN: Okay. We'll go on to  
3 document 5.

4 BY MR. BERNSTEIN:

5 Q. Is that my father's initials, to the best of  
6 your knowledge?

7 A. Appears to be, yes.

8 Q. Do these initials look similar to you, this  
9 one on page 2, next to this one on page 3, next to that  
10 thing on page 4?

11 A. Initials typically don't look perfect page to  
12 page, and they don't necessarily look similar page to  
13 page. I have seen clients execute a lot of documents,  
14 and by the time they get to, you know, the second and  
15 third document, their signatures and their initials do  
16 not necessarily look --

17 Q. Look at page 13, for example. I mean, this is  
18 almost -- if we go through page by page, tell me if you  
19 see any that are even similar. On page -- let's start  
20 back at the beginning, if that'll help you.

21 That? Do those look similar to you as you're  
22 flipping through those?

23 A. Yeah, they have a lot of the same -- similar  
24 ending marks. Your father's ending mark was that line.  
25 I mean, it's on every single solitary page.

1 Q. Okay. So your testimony today is those are my  
2 father's initials?

3 A. That they were.

4 Q. Okay.

5 A. I was there when he was...

6 Q. And you've looked at all of these, page 19,  
7 page 20? Those look similar to what you're saying -- or  
8 why don't you just look at them. If you go through them  
9 all, they all look different. But okay.

10 A. They all look different, and they all look  
11 consistent at the same time.

12 Q. Okay. Is that -- on page 24, is that my  
13 father's signature?

14 A. Appears to be.

15 Q. Is that your signature?

16 A. Yes, it is.

17 Q. Okay. Now, this is another trust document  
18 that Lindsay Baxley did that's supposed to be notarized,  
19 a will and trust, I believe, and the amended and  
20 restated.

21 Can you tell that Simon Bernstein was present  
22 or produced -- or present that day by the notarization?

23 A. She again failed to mark that he was  
24 personally known, but she worked for him.

25 Q. So these dispositive documents are improperly

1 notarized?

2 MR. ROSE: Objection. Cumulative. Legal  
3 conclusion.

4 THE COURT: Sustained.

5 BY MR. BERNSTEIN:

6 Q. Okay. And then let's go to the first  
7 amendment to Shirley Bernstein's trust. Is this a  
8 document prepared --

9 MR. BERNSTEIN: Your Honor, that would be 6.

10 THE COURT: All right.

11 BY MR. BERNSTEIN:

12 Q. Is that a document prepared by your law firm?

13 A. Yes, it is.

14 Q. And do you see where it's, "Now therefore by  
15 executing this instrument I hereby amend the trust  
16 agreement as following"? And what is it -- what are the  
17 numbering sequences there?

18 A. It says, I hereby delete a paragraph of  
19 article --

20 Q. What number is that?

21 A. Paragraph B -- it's number 1.

22 Q. Okay. And what's Number 2?

23 MR. ROSE: Objection. Best evidence. It's in  
24 evidence. And it's cumulative.

25 THE COURT: Two is in evidence, as is

1 paragraph one and paragraph three. And I've  
2 read --

3 MR. BERNSTEIN: Oh, no. But Number 1, Your  
4 Honor, take a look real quick. Number 1; there's  
5 no Number 2.

6 THE COURT: The objection came on your next  
7 question, and that was dealing with paragraph 2,  
8 which says it's already in evidence. And it is.

9 MR. BERNSTEIN: No, no, not paragraph 2. Look  
10 at down below. Under the "now therefore," there's  
11 a Number 1, and I was asking him what Number 2  
12 reads.

13 THE COURT: I know you were.

14 MR. BERNSTEIN: And there is no Number 2.

15 THE COURT: You've asked me to look at  
16 Exhibit No. 6, right? Plaintiff's Exhibit 6 has,  
17 under the therefore clause, a one, a two and a  
18 three. Are you asking me to look at a different  
19 document?

20 MR. BERNSTEIN: Can I approach?

21 THE COURT: Sure. All right. So that's a  
22 different Number 6 than I have. So let's see your  
23 Number 6.

24 MR. BERNSTEIN: What do I do on that?

25 THE COURT: That's not my decision.



1 MR. BERNSTEIN: That's his book, not my book,  
2 just so you know.

3 THE COURT: Well, that Tab 6 is different than  
4 my Tab 6. So there you go.

5 MR. BERNSTEIN: Okay. Well, which -- what do  
6 I go off there?

7 THE COURT: I have no --

8 MR. BERNSTEIN: Can I submit that into  
9 evidence?

10 THE COURT: I have no preference.

11 MR. BERNSTEIN: Okay. I'd like to submit  
12 this, because I'm not sure if the other one is in  
13 evidence wrong.

14 THE COURT: All right. Any objection?

15 MR. ROSE: Could I just see the book? Would  
16 you mind?

17 THE COURT: Here, I'll show you my book. You  
18 can look at that book and see what's going on.

19 And this will be a good time for us to take a  
20 short break, and let you all straighten it out. So  
21 we'll be back in session in 15 minutes. And then  
22 we'll go to the bitter end. Each of you has about  
23 60 minutes remaining.

24 MR. BERNSTEIN: Your Honor, when you say  
25 "60 minutes remaining," we haven't got through all



1 the witnesses yet.

2 THE COURT: Well, we will have by the end of  
3 60 minutes on each side.

4 This trial is over at five o'clock. I told  
5 you when we started each of you has half of the  
6 time; please use it wisely; use it as you wish.  
7 I've tried to encourage both sides to be efficient.  
8 When your time is gone, that's the end of the trial  
9 for you.

10 MR. BERNSTEIN: Well, the case manager --

11 THE COURT: When their trial is gone --

12 MR. BERNSTEIN: At the case management, they  
13 said it would take a day. I argued and said to you  
14 it would take days. I mean, they've got  
15 10 witnesses. I need to have all the people who  
16 witnessed these documents here.

17 THE COURT: Remember when I said a moment ago  
18 we're in recess? I was serious. Thanks. We'll go  
19 back in session 15 minutes from now.

20 (A break was taken.)

21 THE COURT: We're ready to resume. Are there  
22 any further questions for the witness on cross?

23 MR. BERNSTEIN: Okay. We were just working  
24 out that 1, 2, 3, Exhibit No. 6, so that we get the  
25 record straight.

1 THE COURT: Okay.

2 MR. BERNSTEIN: Shall I get a copy of yours,  
3 you get a copy of mine? Or how do you want to do  
4 that?

5 MR. ROSE: Your Honor, I tried to work it out.

6 THE COURT: Listen, I don't have any  
7 preference as to how we do anything. You all tell  
8 me how you've worked it out, and if I agree with  
9 it, I'll accept it.

10 MR. ROSE: The copy that's been marked for the  
11 witness, the copy in my book and the copy in your  
12 book are all identical. I don't know what's in his  
13 book, and he wouldn't show me his book on the  
14 break.

15 THE COURT: Okay.

16 MR. ROSE: But I'm fine. It's a three-page  
17 document. And if he wants to put it in evidence,  
18 even though it's not operative, I have no  
19 objection.

20 THE COURT: Okay. So are you putting  
21 something into evidence?

22 MR. BERNSTEIN: Yeah. The one that I --

23 THE COURT: Have you showed it to the other  
24 side yet? You can't put secret documents into  
25 evidence, only after they've been seen by everyone.

1 Let's at least show it to the other side so they  
2 know the document that's being proffered as an  
3 exhibit. If they still have no objection, I'll  
4 receive it as Defendant's 3.

5 MR. ROSE: This is in evidence already as  
6 Exhibit No. -- as Plaintiff's No. 3.

7 MR. BERNSTEIN: So what's 6? So now I don't  
8 even have the right 6 document.

9 MR. ROSE: The 6 that the witness has is three  
10 pages. It's the same 6 that's in your book and  
11 it's in my book. It's three consecutive pages of  
12 the production from Tescher & Spallina law firm.  
13 It has the inoperative first amendment as page 1,  
14 then it has the operative first amendment as  
15 page 2, and the signature page as page 3. It's the  
16 same document in everybody's book. That's all I  
17 can tell you.

18 THE COURT: Okay.

19 MR. BERNSTEIN: Your Honor, in my book, 3 and  
20 6 are the identical documents --

21 THE COURT: Okay.

22 MR. BERNSTEIN: -- so I would need --

23 THE COURT: Are there any other questions of  
24 the witness?

25 MR. BERNSTEIN: Well, I was going to ask him

1 questions on this document.

2 THE COURT: All right. Well, then, let's go.

3 MR. BERNSTEIN: Okay. I need a -- I don't  
4 have the 6 that everybody else is referring to. My  
5 sinks is the same as --

6 THE COURT: There you go. Take whatever you  
7 need.

8 MR. BERNSTEIN: Okay. Thank you. I think we  
9 missed 6. It's just short on 6.

10 THE COURT: All right. Then here's my Tab 6.

11 MR. BERNSTEIN: Thank you, sir.

12 THE COURT: The idea is to keep moving.

13 MR. BERNSTEIN: Okay. I'll move on. I'm  
14 almost done here.

15 BY MR. BERNSTEIN:

16 Q. Okay. So on Exhibit 3, can you list the  
17 numbers there?

18 MR. ROSE: Objection. Best evidence.  
19 Cumulative.

20 THE COURT: Sustained.

21 You need to refer to which page. That's a  
22 multi-page document, and both pages have numbered  
23 paragraphs on them.

24 MR. BERNSTEIN: Page 1 of 2.  
25

1 BY MR. BERNSTEIN:

2 Q. The Roman Numeral -- or the numerals, can you  
3 give the sequence of those numbers?

4 A. One and three. It's skipping two.

5 Q. And this is a document you allege to be part  
6 of the Shirley trust that you're claiming is valid?

7 A. That's the amendment that Shirley executed in  
8 November of 2008.

9 Q. And would there be a reason why your law firm  
10 numbers one, three?

11 MR. ROSE: Objection. Cumulative.

12 THE COURT: Overruled.

13 You can answer.

14 THE WITNESS: Human error.

15 BY MR. BERNSTEIN:

16 Q. Okay. But it is an error in the document that  
17 you're claiming is valid Shirley trust?

18 A. It's a numbering error.

19 Q. In the document, you're claiming this is a  
20 valid amendment, correct?

21 A. Correct.

22 Q. Okay. And then in number 6 from the judge,  
23 what's the numbering sequence?

24 A. One, two, three.

25 Q. Okay. So you added in a number two?

1 A. Yes.

2 Q. Okay. How did you go about doing that?

3 A. There was a paragraph two inserted between one  
4 and three.

5 Q. Well, the paragraph that's inserted between  
6 one and three wouldn't fit there.

7 So what did you do?

8 A. The document was opened up and a paragraph was  
9 inserted.

10 Q. Okay. So you increased the spacing on the  
11 document, correct, by adding a number three, correct?

12 A. Adding number two, yes.

13 Q. By adding number two, correct.

14 Okay. So you actually had to alter the  
15 chronology as it was placed on the document? You didn't  
16 just put a number two there in between one and three?  
17 You actually went and expanded the document with words  
18 that were inserted by you fraudulently, right?

19 MR. ROSE: Objection. Argumentative.

20 Cumulative.

21 THE COURT: Sustained.

22 MR. BERNSTEIN: Okay.

23 MR. ROSE: Your Honor, the witness does have  
24 the exhibits in front of him. If Mr. Bernstein  
25 could be at the podium.

1 MR. BERNSTEIN: I don't know if he has all the  
2 exhibits.

3 THE COURT: Well, do you have the exhibit that  
4 I gave you from the Court's?

5 MR. BERNSTEIN: Oh, jeez.

6 THE COURT: Because I'd like to have it back  
7 so that that doesn't get lost.

8 MR. BERNSTEIN: Okay. You gave me the one  
9 with one, two, three.

10 Can I get a copy of this from the clerk?

11 THE BAILIFF: There is no clerk.

12 THE COURT: Can I have the document back,  
13 please? He's not a clerk.

14 MR. BERNSTEIN: Marshall, sheriff, officer,  
15 sir. Sorry about that.

16 THE COURT: He does not make copies.

17 MR. BERNSTEIN: Okay.

18 THE COURT: Thanks. Any other questions of  
19 the witness? Your time is rapidly disappearing.

20 MR. BERNSTEIN: Just going through that.

21 THE COURT: And I think you said earlier you  
22 have no objection to Plaintiff's 6 being received  
23 as an exhibit?

24 MR. ROSE: Correct.

25 THE COURT: Okay.



1 MR. ROSE: Thank you.

2 THE COURT: Then it's in evidence as  
3 Plaintiff's 6. I'm making it Plaintiff's 6, rather  
4 than Defendant's 3, because it's already marked and  
5 it's been referred to by that number.

6 (Plaintiff's Exhibit No. 6 was received into  
7 evidence.)

8 BY MR. BERNSTEIN:

9 Q. Are these your notes?

10 A. No, they're not. Those are Don's.

11 Q. Do you know the date on that note?

12 A. 3/12/08.

13 Q. Did you take any notes in the meeting?

14 A. Those are my notes there.

15 Q. These are? Oh, so this is a compilation of  
16 Don's and your notes?

17 A. Those are my notes, yes.

18 Q. And those were taken on that day?

19 A. Correct.

20 Q. Whose notes are those?

21 A. I just saw those for the first time today. I  
22 believe they're your father's notes.

23 Q. How would you know those are my father's  
24 notes?

25 A. Mr. Rose introduced that document earlier.

1 Q. Document 12, did it come from your offices?

2 A. I don't know where it came from.

3 Q. Did you Bates stamp this document as part of  
4 your documents?

5 A. I don't recall ever seeing that document.

6 Q. And it doesn't have your Bates stamp from your  
7 production, right?

8 A. Correct.

9 Q. You were supposed to turn over all your  
10 records, correct?

11 MR. ROSE: Objection. He's testified it  
12 wasn't in his --

13 THE COURT: What's the objection to the  
14 question?

15 MR. ROSE: Cumulative.

16 THE COURT: Sustained.

17 MR. BERNSTEIN: All right. Your Honor, I'm  
18 done.

19 THE COURT: All right. Thank you.

20 Is there any redirect?

21 MR. ROSE: Brief, Your Honor.

22 REDIRECT (ROBERT SPALLINA)

23 BY MR. ROSE:

24 Q. Assuming the documents are valid, they'll have  
25 to be a later trial to determine the effect of Simon's

1 exercise of his power of appointment?

2 A. Yes.

3 Q. It doesn't have any direct bearing on whether  
4 these five documents are valid?

5 A. No.

6 Q. And I take it you don't necessarily agree with  
7 Mr. Tescher's view as expressed in his letter of  
8 January 14th, 2014?

9 A. Again, I'm seeing that here. Surprised to see  
10 that.

11 Q. The original documents, the wills, you  
12 retained at all times of Shirley and Simon in your firm?

13 A. Prior to their death, yes.

14 Q. And that's consistent practice for a trust and  
15 estate lawyer, to keep it in your will vault or in your  
16 safe deposit box?

17 A. Yes. I would say most attorneys do that just  
18 because there's only one original of the will, and very  
19 often documents can get lost if clients take documents  
20 home. So, typically, they're kept in a safe deposit box  
21 or a safe or something like that, and left with the  
22 attorney.

23 Q. I want to make sure I understand and the Court  
24 understands what happened with the waiver forms.

25 While Simon was alive, he signed a petition

1 for discharge; is that correct?

2 A. Correct. April of '08.

3 Q. And --

4 MR. BERNSTEIN: What exhibit? Excuse me.

5 What number are we looking at?

6 MR. ROSE: None -- well, actually, it's in my  
7 book. If you want to follow along, it's Tab 28.

8 But it's not in evidence.

9 BY MR. ROSE:

10 Q. And Simon also then filed a waiver of  
11 accounting himself?

12 A. Correct.

13 Q. And is it necessary for Simon, even though  
14 he's the personal representative, to sign a waiver of  
15 accounting because he's a beneficiary?

16 A. I mean, we do it as a matter of course.

17 Q. And the signature of Simon Bernstein on  
18 April 9th, that's genuinely his signature?

19 A. Can I see?

20 Q. Exhibit 28 is a petition that was filed with  
21 the court. I'm going to just show you the exhibits.

22 Exhibit A says "Petition for discharge full waiver."

23 Is this a document you would have prepared for  
24 Simon Bernstein to sign?

25 A. Yeah, our firm would prepare that.

1 Q. Okay. And it's a three-page document.

2 Is that Simon Bernstein's signature --

3 A. Yes, it is.

4 Q. -- April 9th, 2012?

5 A. Yes, he signed the document.

6 Q. And he was alive when he signed the document?

7 A. Yes, he was.

8 Q. Okay. Then he had to sign a waiver of  
9 accounting, which he signed on the same day?

10 A. Correct.

11 Q. And you have a document waiver of accounting  
12 on the next page signed by Eliot Bernstein on May 15th?

13 A. Correct.

14 Q. And there's no doubt that's Eliot's signature  
15 because he's the one who emailed you the document,  
16 correct?



17 A. And sent us the original by mail.

18 Q. Right. And we already have an exhibit which  
19 is his email that sent you his waiver form?


20 A. Correct.

21 Q. And the waiver forms of Ted, Pam, Lisa and  
22 Jill are all valid, signed by them on the date that they  
23 indicated they signed it?

24 A. To the best of my knowledge, yes.

25 Q. So then these got submitted to the court.

1 Is there anything wrong with submitting waiver  
2 forms to the court signed by Simon while he's alive  
3 after he had passed away?

 4 A. Maybe we should have made a motion to, you  
5 know, have a successor PR appointed and file the  
6 documents through the successor PR.

7 Q. Were you trying to just save expenses because  
8 there was nothing in the estate?

9 A. Correct.

10 Q. And if Judge Colin had not rejected -- or his  
11 assistant had not rejected the documents, and the estate  
12 was closed, it would have been closed based on  
13 legitimate, properly signed documents of Simon and his  
14 five children?

 15 A. Correct.

16 Q. So then they get kicked back to your law firm,  
17 and you could file a motion and undertake some expense,  
18 instead --

19 MR. BERNSTEIN: Object. This has been asked  
20 and answered.

21 THE COURT: Sustained.

22 BY MR. ROSE:

23 Q. Now, does the fact that -- well, strike that.

24 At the time that Simon signed his 2012 will  
25 and 2012 trust, had there been ever anyone question a

1 signature or a notarization of any document that had  
2 been prepared by your law firm?

3 A. No, there was not.

4 Q. You didn't see anything or observe anything or  
5 any behavior of Simon Bernstein during the course of any  
6 meeting you had with him that would call into question  
7 his competence or his ability to properly execute a  
8 testamentary document?

9 A. We did not.

10 MR. ROSE: Nothing further, Your Honor.

11 THE COURT: All right. Thanks.

12 Thank you, sir. You can step down.

13 MR. ROSE: At this time, we would rest our  
14 case.

15 THE COURT: Okay. Thank you.

16 Any evidence from the defendant's side?

17 MR. BERNSTEIN: Well, I'd like -- can I call  
18 back Spallina?

19 THE COURT: If you want to call him as a  
20 witness on your behalf, sure.

21 MR. BERNSTEIN: Yeah, sure.

22 THE COURT: All right. Mr. Spallina, you're  
23 still under oath, and you're being called as a  
24 defense witness now.

25 DIRECT EXAMINATION

1 BY MR. BERNSTEIN:

2 Q. Mr. Spallina, when Simon died on  
3 September 12th -- or September 13th -- sorry -- 2012,  
4 and you were responsible as his attorney to appoint Ted  
5 as the successor, correct, you were in charge of his  
6 wills and trusts?

7 THE COURT: You just asked three questions in  
8 a row.

9 MR. BERNSTEIN: Oh, sorry.

10 THE COURT: Which question would you like the  
11 witness to answer?

12 BY MR. BERNSTEIN:

13 Q. Okay. When Simon died, was Shirley's estate  
14 closed?

15 A. No, it was not.

16 Q. Okay. Did you appoint a successor to Simon  
17 who was the personal representative of Shirley on the  
18 day he died?

19 A. I don't understand the question.

20 Q. Well, on the day Simon died, there was a  
21 successor to him in the will, correct?

22 A. That's correct. Ted.

23 Q. Okay. Did you appoint Ted?

24 A. I did not appoint Ted. Si did.

25 Q. Si appointed Ted?



1           A.     Si appointed Ted as a successor trustee under  
2 the document -- I mean, Shirley appointed Ted as the  
3 successor trustee to Si under the document.

4           Q.     So Simon didn't appoint Ted?

5           A.     Simon did not appoint Ted.

6           Q.     Okay.

7           A.     He was the named successor under your mother's  
8 document.

9           Q.     Okay. So when Simon died -- just so I get all  
10 this clear, when Simon died, your law firm knew Ted was  
11 the successor, correct?

12          A.     That's correct.

13          Q.     According to your story. Okay.

14          A.     Under Shirley's documents, you're talking  
15 about.

16          Q.     Under the alleged Shirley document.

17                 Okay. But yet did Simon then -- after he  
18 died, did he not close the estate of Shirley while he  
19 was dead?

20                 MR. ROSE: Objection. Argumentative. It's  
21 cumulative.

22                 THE COURT: Sustained.

23                 MR. ROSE: And I believe this whole line of  
24 questioning's been covered ad nauseam in the first  
25 cross-examination.

1 THE COURT: Well, it's important not to ask  
2 the same thing over and over again. You have  
3 finite time to work with.

4 MR. BERNSTEIN: Okay.

5 BY MR. BERNSTEIN:

6 Q. The estate of Shirley was closed in January,  
7 correct, of 2013?

8 A. I don't recall, but it sounds -- it has to be  
9 sometime after November.

10 Q. Okay. So it was closed by Simon, who was dead  
11 at that time, correct?

12 MR. ROSE: Objection. Relevance.

13 THE COURT: Sustained.

14 BY MR. BERNSTEIN:

15 Q. Did Ted Bernstein close the Estate of Shirley  
16 Bernstein as the successor personal representative?

17 A. No.

18 Q. Who closed the Estate of Shirley Bernstein?

19 A. The documents were filed with the court based  
20 on the original petition that your father signed.

21 Q. Did you close the estate?

22 MR. ROSE: Objection. Relevance.

23 THE COURT: What's the relevance?

24 MR. BERNSTEIN: Well, I'm trying to figure out  
25 who closed my mom's estate.

1 THE COURT: What's the relevance I've got to  
2 figure out?

3 MR. BERNSTEIN: Okay. The documents, they  
4 were bringing up these waivers. There's relevance  
5 to this.

6 THE COURT: Well, I'll sustain the objection.

7 MR. BERNSTEIN: Okay.

8 BY MR. BERNSTEIN:

9 Q. On this petition for discharge that Mr. Rose  
10 brought up on his cross -- and I can't remember where I  
11 just pulled that -- I'm going to take a look. That  
12 would be 28.

13 MR. BERNSTEIN: Can I admit this into  
14 evidence, Your Honor, since I believe Mr. Rose  
15 stated it wasn't?

16 THE COURT: You're just picking up a piece of  
17 paper and walking up to me and saying, can I admit  
18 this into evidence?

19 MR. BERNSTEIN: Well, they didn't admit it.


20 THE COURT: Is there a foundation laid for its  
21 admissibility?

22 MR. BERNSTEIN: Yes.

23 THE COURT: Do I know what it is so that I can  
24 make a ruling?

25 MR. BERNSTEIN: Oh. It's a petition for

1 discharge.

 2 THE COURT: Did anybody testify to that, or  
3 are you just --

4 MR. BERNSTEIN: Yeah, he just did.

5 THE COURT: If you have a piece of paper you  
6 want to have me consider as an exhibit, the other  
7 side has to have seen it and the witness has to  
8 have seen it so I'll know what it is.

9 MR. BERNSTEIN: Okay. They were just talking  
10 about it.

11 MR. ROSE: Your Honor, just to speed things  
12 along, we have no objection to this document coming  
13 into evidence. It is part of our Exhibit 28. The  
14 whole 28 could come in evidence. That's fine with  
15 me. Then it would all be in evidence. Or however  
16 you wish to do it.

17 THE COURT: I'm letting this party take charge  
18 of his own case.

19 Are you asking that to be received as an  
20 exhibit? There's no objection. So that'll be  
21 Defendant's 3. Hand that up, and I'll mark it.

22 MR. BERNSTEIN: Thank you.

23 (Defendant's Exhibit No. 3 was received into  
24 evidence.)

25

1 THE COURT: So are you done with it?

2 MR. BERNSTEIN: No. Can I use it still?

3 THE COURT: Anything that's supposed to be an  
4 exhibit in evidence has to come back to me.

5 MR. BERNSTEIN: Gotcha.

6 BY MR. BERNSTEIN:

7 Q. Okay. On this document, it's a petition for a  
8 discharge, a "full waiver," it says.

9 Was this document sent back to your firm as  
10 not notarized by Judge Colin's office?

11 A. I'm not sure. I didn't get the documents  
12 back.

13 Q. Is it notarized?

14 A. No, it's not.

15 Q. Did you sign as the notary?

16 MR. ROSE: Objection. Cumulative.

17 THE COURT: Overruled.

18 The question was, is it notarized? The answer  
19 was no. Then you asked if -- somebody else, if  
20 they'd sign, and then the witness if he signed as a  
21 notary.

22 THE WITNESS: I signed it as the attorney for  
23 the estate.

24 BY MR. BERNSTEIN:

25 Q. Okay. On April 9th with Simon Bernstein?



1 A. Yeah, it appears that way.

2 Q. Could it be another way?

3 A. It didn't -- this document did not require  
4 that I witness Si's signature. So I believe that that  
5 document was sent to Si, and he signed it, sent it back,  
6 we signed it and filed it.

7 Q. So you sent it to Si, he signed it, then sent  
8 it back, and you signed it all on April 9th?

9 A. It doesn't -- it's what day he signed it  
10 that's relevant. He signed it on April 9th.

11 Q. And what day did you sign it?

12 A. I could have signed it April 11th.

13 Q. Well, where does it say April 11th?

14 A. My signature doesn't require a date. His  
15 does.

16 Q. Why?

17 A. Just doesn't.

18 Q. Well, the date that the document says this  
19 document's being signed on April 9th.

20 A. I did not sign that exhibit.

21 Q. Next question. On September 13, 2013, the  
22 year after my father died, in Judge Martin Colin's  
23 court, when he discovered this document, did he threaten  
24 to read you your Miranda Rights, stating he had enough  
25 evidence to read you Mirandas?

1 MR. ROSE: Objection. Relevance.

2 THE COURT: Sustained.

3 BY MR. BERNSTEIN:

4 Q. Did you deposit this document, this April 9th  
5 full discharge, with the court?

6 A. Did I personally do it?

7 Q. Did your law firm?

8 A. No, the law firm did, yes.

9 Q. Okay. And on whose behalf?

10 MR. ROSE: Objection. Cumulative.

11 THE COURT: Sustained.

12 MR. ROSE: And relevance.

13 THE COURT: Sustained.

14 BY MR. BERNSTEIN:

15 Q. Simon was dead when this document was  
16 deposited with the court, correct?

17 MR. ROSE: Objection. Cumulative. Relevance.

18 THE COURT: I've got that he is dead written  
19 down here several times. It's clear in my mind.

20 You're not moving in a positive direction.

21 MR. BERNSTEIN: I understand that part.

22 THE COURT: All right. New question, please.

23 MR. BERNSTEIN: Okay.

24 BY MR. BERNSTEIN:

25 Q. Is this document sworn to and attested by my



1 father? Is it a sworn statement? Does it say "under  
2 penalties of perjury"?

3 A. It does.

4 Q. Okay. So under penalties of perjury, on  
5 April 9th, my father and you signed a document, it  
6 appears, that states that Simon has fully administered  
7 the estate.

8 Was that done?

9 A. Yes, it was.

10 Q. He had settled the estate, made dispositions  
11 of all claims of Shirley's estate?

12 A. He was the only beneficiary of the estate.  
13 The creditor period had passed.

14 Q. He was the only beneficiary of the will?

15 A. He was the only beneficiary of the will if  
16 he -- that's if he survived your mother.

17 Q. Did you say earlier that the five children  
18 were tangible personal property devisees or  
19 beneficiaries under the will?

20 A. I did not. I said your father was the sole  
21 beneficiary of your mother's estate by virtue of  
22 surviving her.

23 Q. I thought you mentioned -- can I take a look  
24 at the will?

25 Okay. On Simon's will, which is Exhibit 4



1 here --

2 A. This is your mother's will we're talking  
3 about.

4 Q. Well, hold on. Well, you did state there were  
5 mirror documents, correct, at one point? That's okay.  
6 I'll proceed. That part seems to be in error.

7 Does the document say, "I, Shirley Bernstein,  
8 of Palm Beach County, Florida hereby revoke all of my  
9 prior wills and codicils and make this will my spouse's  
10 assignment. My children are Ted, Pam -- Pamela Simon,  
11 Eliot Bernstein, Jill Iantoni and Lisa Friedstein"?

12 MR. ROSE: Objection. Best evidence and  
13 cumulative.

14 THE COURT: Sustained.

15 MR. BERNSTEIN: Okay.

16 BY MR. BERNSTEIN:

17 Q. Was there a separate written memorandum  
18 prepared for this will?

19 A. No, there was not.

20 Q. And if Simon didn't survive, the property  
21 would be going to the children, correct?

22 MR. ROSE: Objection.

23 THE WITNESS: Correct.

24 MR. ROSE: Best evidence and cumulative.

25 THE COURT: Sustained.

1 MR. BERNSTEIN: What was -- I missed that.

2 Can I not ask him that question I just asked?

3 THE COURT: I sustained the objection. You  
4 can ask a new question of him.

5 MR. BERNSTEIN: Okay.

6 BY MR. BERNSTEIN:

7 Q. Is there any chance that the children could be  
8 beneficiaries of anything under this will?

9 A. Not at the time of your mother's death. Your  
10 father survived.

11 Q. So at the time of her death, you're saying  
12 that -- if they both died together, would the  
13 children --

14 MR. ROSE: Objection. Relevancy.

15 BY MR. BERNSTEIN:

16 Q. -- be beneficiaries?

17 THE COURT: Sustained.

18 MR. BERNSTEIN: Okay. I'm done with him.

19 MR. ROSE: No questions.

20 THE COURT: Okay. Thank you. You can step  
21 down now.

22 Next witness, please.

23 MR. BERNSTEIN: My next witness, are you  
24 saying?

25 THE COURT: If you have another witness, now's

1 the time to call him or her.

2 MR. BERNSTEIN: Okay. Ted Bernstein -- well,  
3 one second.

4 Is Kimberly Moran, your witness, here? Is  
5 Kimberly Moran, an exhibited witness, here,  
6 Mr. Rose?

7 THE COURT: Listen, it's your case. I've  
8 asked if you have any other witnesses. Do you have  
9 any other witnesses?

10 MR. BERNSTEIN: No, I don't. I was going to  
11 call some of their witnesses, but they're not here.

12 THE COURT: Okay. So you aren't going to call  
13 anybody?

14 MR. BERNSTEIN: Yes, I'm going to call Ted  
15 Bernstein.

16 THE COURT: Well, that's a witness, right?

17 MR. BERNSTEIN: Yeah, yeah. I just was  
18 looking for the other ones on the witness list. I  
19 didn't know if they were sitting outside.

20 Thereupon,

21 (TED BERNSTEIN)

22 having been first duly sworn or affirmed, was examined  
23 and testified as follows:

24 THE WITNESS: I do.

25 DIRECT EXAMINATION

1 BY MR. BERNSTEIN:

2 Q. Ted --

3 THE COURT: You've got to ask the witness his  
4 name. The record needs to reflect who's  
5 testifying.

6 MR. ROSE: And could I just ask that he stay  
7 at the podium?

8 THE COURT: Okay. You need to stay near the  
9 microphone so that I can hear and the court  
10 reporter can accurately hear you. And then if you  
11 need to go up to the witness stand for some reason,  
12 you're allowed to do that.

13 BY MR. BERNSTEIN:

14 Q. State your name for the record.

15 A. Ted Bernstein.

16 Q. Is that your full formal name?

17 A. That is.

18 Q. Do you go by Theodore Stuart Bernstein ever?

19 A. I do not.

20 Q. Okay. Is that your name on your birth  
21 certificate?

22 A. Which one?

23 Q. Theodore Stuart Bernstein?

24 A. It is not.

25 Q. Okay. Ted, you were made aware of Robert

1 Spallina's fraudulent alteration of a trust document of  
2 your mother's when?

3 A. I believe that was in the early 2013 or '14.

4 Q. Okay. And when you found out, you were the  
5 fiduciary of Shirley's trust, allegedly?

6 A. I'm not sure I understand the question.

7 Q. When you found out that there was a fraudulent  
8 altercation [sic] of a trust document, were you the  
9 fiduciary in charge of Shirley's trust?

10 A. I was trustee, yes. I am trustee, yes.

11 Q. And your attorneys, Tescher and Spallina, and  
12 their law firm are the one who committed that fraud,  
13 correct, who altered that document?

14 A. That's what's been admitted to by them,  
15 correct.

16 Q. Okay. So you became aware that your counsel  
17 that you retained as trustee had committed a fraud,  
18 correct?

19 A. Correct.

20 Q. What did you do immediately after that?

21 A. The same day that I found out, I contacted  
22 counsel. I met with counsel on that very day. I met  
23 with counsel the next day. I met with counsel the day  
24 after that.

25 Q. Which counsel?

1 A. Alan Rose.

2 Q. Oh. Okay. So he was -- so Tescher and  
3 Spallina were your counsel as trustee, but Alan Rose  
4 became that day?

5 A. I'm not sure when, but I consulted him  
6 immediately. You asked me when.

7 MR. ROSE: Can I caution the witness that it's  
8 fine to say who he consulted with. I think the  
9 advice was the attorney-client privilege I would  
10 instruct him on.

11 THE COURT: All right. The attorney-client  
12 privilege is available, and your client is on the  
13 stand. Counsel's reminding him that it exists.

14 Are there any other questions? What is the  
15 time period that you're asking about here?

16 MR. BERNSTEIN: Right after he discovered that  
17 there had been a fraudulent, invalid will created.

18 THE COURT: Right. And you're asking him what  
19 he did afterwards?

20 MR. BERNSTEIN: Right afterwards.

21 THE COURT: Okay. Have your mother and father  
22 both passed away at the time you're asking him  
23 that?

24 MR. BERNSTEIN: Correct.

25 THE COURT: So the validity of the documents

1           that I've got to figure out won't have anything to  
2           do with the questions you're asking him now about  
3           his actions at trustee, will they?

4           MR. BERNSTEIN: Yes.

5           THE COURT: Tell me how.

6           MR. BERNSTEIN: Okay. Because, Your Honor,  
7           when he found out that there was fraud by his  
8           attorneys that he retained, the question is, what  
9           did they do with those documents? Did he come to  
10          the court to correct --

11          THE COURT: The question you're asking him is  
12          what did he do.

13          MR. BERNSTEIN: Yeah.

14          THE COURT: Well, that doesn't tell me  
15          anything about what the attorneys did. So I'll  
16          sustain my own objection. I want to keep you on  
17          track here. You're running out of time, and I want  
18          you to stay focused on what I've got to figure out.  
19          You've got a lot more on your mind than I do. I  
20          explained that to you earlier. Do you have any  
21          other questions on the issues that I've got to  
22          resolve at this point?

23          MR. BERNSTEIN: Yeah.

24 BY MR. BERNSTEIN:

25          Q. Have you seen the original will and trust of

1 your mother's?

2 A. Can you define original for me?

3 Q. The original.

4 A. The one that's filed in the court?

5 Q. Original will or the trust.

6 A. I've seen copies of the trusts.

7 Q. Have you done anything to have any of the  
8 documents authenticated since learning that your  
9 attorneys had committed fraud in altering dispositive  
10 documents that you were in custody of?

11 MR. ROSE: Objection. Relevance.

12 THE COURT: Overruled.

 13 THE WITNESS: I have not.

14 BY MR. BERNSTEIN:


15 Q. So you as the trustee have taken no steps to  
16 validate these documents; is that correct?

17 A. Correct.

18 Q. Why is that?

19 A. I'm not an expert on the validity of  
20 documents.

21 Q. Did you contract a forensic analyst?

 22 A. I'm retained by counsel, and I've got counsel  
23 retained for all of this. So I'm not an expert on the  
24 validity of the documents.

25 Q. You're the fiduciary. You're the trustee.



1 You're the guy in charge. You're the guy who hires your  
2 counsel. You tell them what to do.

3 So you found out that your former attorneys  
4 committed fraud. And my question is simple. Did you do  
5 anything, Ted Bernstein, to validate these documents,  
6 the originals?

7 THE COURT: That's already been answered in  
8 the negative. I wrote it down. Let's keep going.

9 MR. BERNSTEIN: Okay.

10 BY MR. BERNSTEIN:

11 Q. As you sit here today, if the documents in  
12 your mother's -- in the estates aren't validated and  
13 certain documents are thrown out if the judge rules them  
14 not valid, will you or your family gain or lose any  
15 benefit in any scenario?

16 A. Can you repeat that for me, please? I'm not  
17 sure I'm understanding.

18 Q. If the judge invalidates some of the documents  
19 here today, will you personally lose money, interest in  
20 the estates and trusts as the trustee, your family, you?

21 A. I will not.

22 Q. Your family?

23 A. My -- my children will.

24 Q. So that's your family?

25 A. Yes.

1 Q. Okay. So do you find that as a fiduciary to  
2 be a conflict?

3 MR. ROSE: Objection.

4 THE WITNESS: No.

5 MR. ROSE: I think it calls for a legal  
6 conclusion.

7 THE COURT: Sustained.

8 BY MR. BERNSTEIN:

9 Q. Well, would it matter to you one way or the  
10 other how these documents are validated?

11 A. What would matter to me would be to follow the  
12 documents that are deemed to be valid and follow the  
13 court orders that suggest and deem that they are valid.  
14 That would be what I would be charged to do.

15 Q. So you can sit here today and tell me that the  
16 validity of these documents, even though your family  
17 will lose 40 percent, has no effect on you?

18 A. It has no effect on me.

19 Q. Okay. And you don't find that to be adverse  
20 to certain beneficiaries as the trustee?

21 MR. ROSE: Objection. Calls for a legal  
22 conclusion.

23 THE COURT: Well, what difference does it make  
24 to me? I mean, what he thinks about his role is  
25 just not relevant to me.

1 MR. BERNSTEIN: Well, Your Honor --

2 THE COURT: So the next question, please.

3 That's not relevant.

4 BY MR. BERNSTEIN:

5 Q. So in no way have you tried to authenticate  
6 these documents as the trustee?

7 THE COURT: He has already said that. That's  
8 the third time you've asked it, at least. And I've  
9 written it down. It's on my papers.

10 MR. BERNSTEIN: Okay. I'll let it go. I'll  
11 let him go today.

12 THE COURT: Okay. You have no further  
13 questions of the witness.

14 Is there any cross?

15 MR. ROSE: Briefly.

16 CROSS (TED BERNSTEIN)

17 BY MR. ROSE:

18 Q. You did a few things to authenticate the  
19 documents, didn't you? You filed a lawsuit?

20 A. Yes.

21 Q. In fact, we're here today because you filed a  
22 lawsuit to ask this judge to determine if these five  
23 documents are valid, correct?

24 A. That's correct.

25 Q. And you fired Mr. Tescher and Spallina on the

1 spot?

2 A. Correct.

3 Q. Called the bar association?

4 A. The next business day.

5 Q. You consulted with counsel, and we retained  
6 additional probate counsel over the weekend?

7 A. We did.

8 Q. So as far as authenticating the documents, you  
9 personally believe these are genuine and valid  
10 documents, right?

11 A. I do.

12 Q. And you, in fact, were in your office the day  
13 your father signed them?

14 A. That's correct.

15 Q. And witnessed Mr. Spallina and the notary  
16 coming to the office to sign the documents?

17 A. Yes, that's right.

18 Q. And you had been on a conference call with  
19 your father, your brother and your three sisters where  
20 your father told you exactly what he was going to do?

21 A. That is also correct.

22 Q. And the documents that we're looking at today  
23 do exactly what your father told everybody, including  
24 your brother, Eliot, he was going to do on the  
25 conference call in May of 2012?

1 A. Yes, that is correct also.

2 Q. Now, I think you were asked a good question.

3 Do you care one way or the other how these  
4 documents are decided by the Court?

5 A. Absolutely not.

6 Q. Did you care when your father or mother made a  
7 document that did not specifically leave any money to  
8 you?

 9 A. I did not.

10 Q. Now, did you care for anybody other than  
11 yourself?

12 A. I cared for the -- for the sake of my  
13 children.

14 Q. And why did you care for the sake of your  
15 children?

16 A. My parents had a very good relationship with  
17 my children, and I did not want my children to  
18 misinterpret what the intentions of their grandparents  
19 were and would have been. And for that reason, I felt  
20 that it would have been difficult for my children.

21 Q. Did you ever have access to the original will  
22 of your father or mother that were in the Tescher &  
23 Spallina vaults?

24 A. I have no access, no.

25 Q. Did you ever have access to the original

1 copies of the trusts that Mr. Spallina testified were  
2 sitting in their firm's file cabinets or vaults?

 3 A. I did not.

4 Q. Now, did you find in your father's possessions  
5 the duplicate originals of the trusts of him and your  
6 mother that we've talked about?

 7 A. I did.

8 Q. And do you have any reason to believe that  
9 they aren't valid, genuine and signed by your father on  
10 the day that he -- your father and your mother on the  
11 days that it says they signed them?

 12 A. None whatsoever.

13 Q. You need to get a ruling on whether these five  
14 documents are valid in order for you to do your job as  
15 the trustee, correct?

16 A. Yes, that is correct.

17 Q. Whichever way the Court rules, will you follow  
18 the final judgment of the Court and exactly consistent  
19 with what the documents say, and follow the advice of  
20 your counsel in living up to the documents as the Court  
21 construes them?

22 A. Always. A hundred percent.

23 MR. ROSE: Nothing further, sir.

24 THE COURT: All right. Thank you.

25 Is there any redirect?

1 REDIRECT (TED BERNSTEIN)

2 BY MR. BERNSTEIN:

3 Q. You just stated that you came to the court and  
4 validated the documents in this hearing today; is that  
5 correct?

6 MR. ROSE: Objection. It mis --

7 BY MR. BERNSTEIN:

8 Q. You filed a motion to validate the documents  
9 today?

10 THE COURT: Wait. You've got to let me rule  
11 on the objection.

12 MR. BERNSTEIN: Oh, sorry. I don't hear any  
13 objection.

14 THE COURT: I'll sustain the objection.

15 BY MR. BERNSTEIN:

16 Q. Okay. Since -- did you file a motion that  
17 we're here for today for validity?

18 A. Explain motion.

19 Q. A motion with the court for a validity hearing  
20 that we're here at right now.

21 A. Do you mean the lawsuit?

22 Q. Well, yeah.

23 A. Yes, we did file a lawsuit, yes.

24 Q. Okay. Do you know when you filed that?

25 A. No. I don't know, Eliot. I don't know when I

1 filed it. I don't have it committed to memory.

2 Q. Do you have an idea?

3 MR. ROSE: Objection. I think the court file  
4 will reflect when the case was filed.

5 THE COURT: Overruled.

6 The question was answered, I don't know. Next  
7 question.

8 MR. BERNSTEIN: Okay.

9 BY MR. BERNSTEIN:

10 Q. Prior to filing this lawsuit, Mr. Rose said  
11 you couldn't do anything because you didn't know if the  
12 documents were valid.

13 My question is, did you do anything from the  
14 time you found out the documents might not be valid and  
15 needed a validity hearing to today at this validity  
16 hearing?

17 MR. ROSE: Objection. Relevance.

18 THE COURT: What's the relevance?

19 MR. BERNSTEIN: Well, he knew about these  
20 documents being fraudulent for X months.

21 THE COURT: What will that help me decide on  
22 the validity of the five documents?

23 MR. BERNSTEIN: Why, Your Honor, they didn't  
24 come to the court knowing that they needed a  
25 validity hearing, and instead disposed and



1 disbursed of assets while they've known all this  
2 time --

3 THE COURT: I'll sustain the objection.

4 I'm not called to rule upon that stuff. I'm  
5 called to rule upon the validity of these five  
6 paper documents. That's what I'm going to figure  
7 out at the end of the day.


8 BY MR. BERNSTEIN:

9 Q. Mr. Rose asked you if you found documents and  
10 they all looked valid to you, and you responded yes.

11 Are you an expert?

12 A. I am not.

13 Q. Can you describe what you did to make that  
14 analysis?

 15 A. They looked like they were their signatures on  
16 the documents. I had no reason whatsoever to think  
17 those weren't the documents that were their planning  
18 documents. I had no reason at all to think that.

19 Q. Even after your hired attorneys that were  
20 representing you admitted fraud, you didn't think there  
21 was any reason to validate the documents?

22 MR. ROSE: Objection. Argumentative.

23 THE COURT: Sustained.

24 BY MR. BERNSTEIN:

25 Q. Did you find any reason to validate these

1 documents forensically?

2 A. I think I answered that by saying that we  
3 filed a lawsuit.

4 Q. No, I'm asking you to have a  
5 forensic -- you're the trustee. And as a beneficiary --  
6 to protect the beneficiaries, do you think you should  
7 validate these documents with a handwriting expert due  
8 to the fact that we have multiple instances of fraud by  
9 your counsel who were acting on your behalf?

10 MR. ROSE: Objection. Cumulative and  
11 argument.

12 THE COURT: The question is, does he think  
13 something. I've already told you when you ask a  
14 question do you think, I stop listening. It's not  
15 relevant what the witness thinks.

16 So I'll sustain the objection.

17 BY MR. BERNSTEIN:

18 Q. As a trustee, would you find it to be your  
19 fiduciary duty upon learning of document forgeries and  
20 frauds by your counsel to have the dispositive documents  
21 you're operating under validated by a professional  
22 handwriting expert, forensic expert, et cetera?

23 MR. ROSE: Objection. Cumulative.

24 THE COURT: Sustained.

25

1 BY MR. BERNSTEIN:

2 Q. Do you think these documents should be  
3 validated -- you're the trustee.

4 Do you think these documents should be  
5 validated by a professional firm forensically?

6 MR. ROSE: Objection. Cumulative.

7 THE COURT: It's not relevant. You just asked  
8 him if he thinks he should have had them validated.  
9 I don't care what he thinks. In making my  
10 decisions today, what he thinks he should have done  
11 or not done isn't relevant. I'm looking for facts.  
12 So I really wish you would address your questions  
13 to facts.

14 BY MR. BERNSTEIN:

15 Q. So, to the best of your knowledge, have these  
16 documents been forensically analyzed by any expert?

17 MR. ROSE: Objection. Cumulative.

18 THE COURT: No, they are not. I already know  
19 that. I wrote it down. He's already said they've  
20 not been.

21 MR. BERNSTEIN: Okay.

22 BY MR. BERNSTEIN:

23 Q. Ted, when your father signed, allegedly, his  
24 2012 documents in July, were you aware of any medical  
25 problems with your father?

1 A. I don't think so.

2 Q. Were you aware that I took him for a biopsy of  
3 his brain?

4 A. I'm not aware of that, no.

5 Q. Were you aware of the headaches he was  
6 suffering that caused him to go for a biopsy of his  
7 brain?

8 A. I don't believe he had a biopsy of his brain.  
9 But if he did, then I'm not aware of it.

10 Q. Oh, okay. Were you aware of headaches your  
11 father was suffering?

12 A. I recall he was having some headaches.

13 Q. Were you aware that he was seeing a  
14 psychiatrist?

15 A. Yes.

16 Q. Were you aware of the reasons he was seeing a  
17 psychiatrist?

18 A. Absolutely not.

19 Q. Were you ever in the psychiatrist's office  
20 with him?

21 A. Yes.

22 Q. For what reason?

23 A. I wanted to have a conversation with him.

24 Q. About?

25 A. About some personal issues that I wanted to

1 discuss with him.

2 Q. Personal issues such as?

3 MR. ROSE: Can I get clarification? Are you  
4 talking about you wanted to -- he may have a  
5 privilege.

6 You were discussing Simon's issues or your own  
7 personal issues?

8 THE WITNESS: They were both intertwined  
9 together.


10 MR. ROSE: I think it's subject to a  
11 privilege.

12 THE COURT: All right. Well, you've been  
13 warned by your attorney you've got a  
14 psychologist-client privilege, so use it as you  
15 will.

16 MR. BERNSTEIN: He's not a client of the  
17 psychiatrist, I don't think.

18 THE COURT: I beg to differ with you.

19 MR. BERNSTEIN: Oh, he is?

 20 THE COURT: Because the answer just clarified  
21 that he was in part seeking to be a client. Did  
22 you listen to his clarification of his answer?

23 MR. BERNSTEIN: No.

24 THE COURT: Well, I did very closely.

25 MR. BERNSTEIN: What was it?

1 THE COURT: Next question, please.

2 MR. BERNSTEIN: Okay. I'll just see it on the  
3 transcript.

4 BY MR. BERNSTEIN:

5 Q. Were you aware of any medical conditions,  
6 depression, anything like that your father was  
7 experiencing prior to his death?



8 A. I never found our father to suffer from any  
9 kind of depression or anything like that during his  
10 lifetime.

11 Q. So after your mother died, he wasn't  
12 depressed?



13 A. No.

14 MR. ROSE: Could I again ask Mr. Bernstein to  
15 step to the podium and not be so close to my  
16 client?

17 THE COURT: If you speak into the microphone,  
18 it'll be even more easy to hear your questions.

19 Thank you.

20 BY MR. BERNSTEIN:

21 Q. So, according to you, your father's state of  
22 mind was perfectly fine after his wife died of -- a  
23 number of years --

24 A. I didn't say that.

25 Q. Okay. He wasn't depressed?

1 A. That's what I said.

2 Q. Were you aware of any medications he was on?

3 A. I was, yes.

4 Q. Such as?

5 A. From time to time, he would take something for  
6 your heart when you would have angina pains. But that  
7 he was doing for 30 years, for a good 30 years, that I  
8 knew dad was taking, whatever that medicine is when you  
9 have some chest pain.

10 Q. Did you have any problems with your father  
11 prior to his death?

12 MR. ROSE: Objection. Relevance.

13 THE COURT: The question is, did you have any  
14 problems with your dad before he died?

15 I'll sustain the objection.

16 BY MR. BERNSTEIN:

17 Q. Are you aware of any problems between you and  
18 your father that were causing him stress?

19 MR. ROSE: Objection. Relevance.

20 THE COURT: Sustained.

21 BY MR. BERNSTEIN:

22 Q. Were you aware that your father was changing  
23 his documents allegedly due to stress caused by certain  
24 of his children?

25 A. No.

1 Q. Were you on a May 10th phone call?

2 A. Yes.

3 Q. In that phone call, did your father --

4 MR. ROSE: Objection. It's beyond the  
5 scope -- well --

6 MR. BERNSTEIN: It has to do with the changes  
7 of the documents and the state of mind.

8 THE COURT: Do you have a question you want to  
9 ask? He's withdrawn whatever he was saying, so you  
10 can finish your question.

11 BY MR. BERNSTEIN:

12 Q. Okay. So on May 10th, at that meeting, your  
13 father stated that he was having trouble with certain of  
14 his children, and this would solve those problems.

15 Are you aware of that?

16 A. No, I don't -- not from the way you're  
17 characterizing that phone call.

18 Q. Well, how do you characterize that?

19 A. He wanted to have a conversation with his five  
20 children about some changes he was making to his  
21 documents.

22 Q. And you had never talked to him about the  
23 changes, that your family was disinherited?

24 A. No.

25 Q. Prior to that call?



1 A. No.

2 Q. When did you learn that you were disinherited?

3 A. I think when I first saw documents with --  
4 maybe after dad -- once dad passed away.

5 Q. Were you aware of the contact with your sister  
6 Pam regarding her anger at your father for cutting both  
7 of you out of the will?

8 A. I'm aware of that.

9 Q. So that was before your father passed?

10 A. Excuse me. Can you ask -- say the end of that  
11 sentence again.

12 MR. BERNSTEIN: Can you read that back?

13 (A portion of the record was read by the  
14 reporter.)

15 THE WITNESS: I'm sorry. You asked me a  
16 question, and I had answered too quickly. What was  
17 the end of the question prior to that?

18 (A portion of the record was read by the  
19 reporter.)

20 THE WITNESS: I'm aware that she was angry  
21 with him about how -- that he -- she was not in his  
22 documents.

23 BY MR. BERNSTEIN:

24 Q. You didn't learn right there that you weren't  
25 in the documents?



1           A.    I can't remember if it was then or if it was  
2 when dad died.

3           Q.    Well, this is very important so can you think  
4 back to that time.

5                    While your father was alive, did I invite you  
6 to a Passover holiday at my home?

7           MR. ROSE:  Objection.  Relevance.

8           THE WITNESS:  I don't recall.

9           MR. BERNSTEIN:  Okay.

10          THE COURT:  What's the relevance?

11          MR. BERNSTEIN:  Well, it's relevance to the  
12 state of mind my dad was in while --

13          THE COURT:  Well, you're asking did this guy  
14 get invited to your home.  You didn't ask about  
15 your dad, so I'll sustain the objection.

16 BY MR. BERNSTEIN:

17          Q.    Okay.  Did you get invited to a Passover  
18 dinner at my home that your father was attending?

19          A.    I don't recall the circumstances of  
20 what -- whatever it is you're referring to.

21          Q.    Do you recall saying you wouldn't come to the  
22 Passover dinner?

23          MR. ROSE:  Objection.  Relevance.

24          THE COURT:  Sustained.

25

1 BY MR. BERNSTEIN:

2 Q. Do you recall writing me a email that stated  
3 that your family was dead for all intensive [sic]  
4 purposes?

5 MR. ROSE: Objection. Relevance.

6 THE COURT: What's the relevance to the  
7 validity of these documents?

8 MR. BERNSTEIN: If Si was in the right state  
9 of mind or if he was being, you know, forced at a  
10 gun to make these changes by children who had --

11 THE COURT: Your question asked this witness  
12 if he wrote you a letter that said his family was  
13 dead for all intents and purposes. What's that got  
14 to do with the validity of these documents?

15 MR. BERNSTEIN: Well, it establishes Simon's  
16 state of mind.

17 THE COURT: Okay. I'll sustain the objection.

18 MR. BERNSTEIN: Okay. All right. Well, then,  
19 I'm all done then.

20 THE COURT: All right.

21 Is there any cross?

22 MR. ROSE: I already crossed.

23 THE COURT: Oh, that's true. So you're all  
24 set. You're done. Thank you.

25 Next witness, please.

1 MR. BERNSTEIN: Alan Rose.

2 MR. ROSE: I object. Improper.

3 THE COURT: You've got 11 minutes yet.

4 MR. BERNSTEIN: Well, he's a witness to the  
5 chain of custody in these documents.


6 THE COURT: Well, you can call anybody you  
7 want. I just wanted you to know how much time you  
8 had left.

9 MR. BERNSTEIN: Oh, okay.

10 MR. ROSE: He wants to call me, and I object  
11 to being called as a witness.

12 THE COURT: Okay.

13 MR. ROSE: I don't think that's proper.

 14 THE COURT: I don't think that's proper to  
15 call an attorney from the other side as your  
16 witness. So I accept the objection. Anybody else?

17 MR. BERNSTEIN: Your Honor, I would agree with  
18 that normally --

19 THE COURT: Well, thanks.

20 MR. BERNSTEIN: -- but there's a small  
21 problem. The chain of custody we're trying to  
22 follow in these documents for other reasons, other  
23 criminal reasons, is Mr. Rose has pertinent  
24 information to; meaning, he claims to have  
25 discovered some of these documents and taken them

1 off the property.

2 THE COURT: I thought you said you wanted a  
3 chain of custody?

4 MR. BERNSTEIN: Right. Meaning --

5 THE COURT: Well, the chain of custody to me  
6 means the chain of custody after the time they were  
7 executed.

8 MR. BERNSTEIN: Right.

9 THE COURT: All right. He wasn't around when  
10 they were executed.

11 MR. BERNSTEIN: No, but he found documents  
12 that are being inserted into this court case as  
13 originals, second originals that he found  
14 personally, and wrote a letter stating, I just  
15 happened to find these documents in Simon's home --

16 THE COURT: Well, I'm going to sustain the  
17 objection to you calling him as a surprise witness.  
18 He's a representative of your own. Do you have any  
19 other witnesses?

20 MR. BERNSTEIN: No. I'm good.

21 THE COURT: Okay. So you rest?

22 MR. BERNSTEIN: I rest.

23 THE COURT: Okay. Is there any rebuttal  
24 evidence from the plaintiff's side?

25 MR. ROSE: No, sir.



1 THE COURT: Okay. So the evidence is closed.  
2 We'll have time for brief closing arguments. And  
3 I'll take those now. Let me hear first from the  
4 plaintiff's side.

5 MR. ROSE: I'm sorry. Did you say it was time  
6 for me to speak?

7 THE COURT: Yes. I'm taking closing arguments  
8 now.

9 MR. ROSE: Okay. Thank you. May it please  
10 the Court.

11 We're here on a very narrow issue. And  
12 we -- you know, I apologize to the extent I put on  
13 a little bit of background. We've had an extensive  
14 litigation before Judge Colin. This is our first  
15 time here. And if any of my background bored you,  
16 I apologize.

17 There are five documents that are at issue,  
18 which we talked about before we started; the 2008  
19 will and trust of Shirley Bernstein, as well as the  
20 amendment that she signed, and then the 2012 will  
21 and trust of Simon Bernstein.

22 So the uncontroverted evidence that you've  
23 heard was from Robert Spallina, who is an attesting  
24 witness to the documents and he was a draftsman of  
25 the documents.

1 I don't believe it's directly relevant to your  
2 inquiry, but you certainly heard evidence that what  
3 Simon Bernstein intended and what he communicated  
4 were his wishes; the exercise of a power of  
5 appointment through a will, the changing of the  
6 beneficiaries of his trust document by way of an  
7 amended and restated 2012 document, to give his  
8 money -- leave his wealth to his ten grandchildren.  
9 The final documents as drafted and signed are  
10 consistent with what.

11 But what we're here to decide is, are these  
12 documents valid and enforceable? And there are  
13 self-proving affidavits attached to the documents.  
14 And by themselves, if you find the self-proving  
15 affidavits to be valid, then the wills themselves  
16 are valid and enforceable.

17 Now, the only question that's been raised as  
18 to the self-proving affidavit is an issue with  
19 notarization. And we have two cases to cite to the  
20 Court on the notarization issue. One is from the  
21 Florida Supreme Court called The House of Lyons,  
22 and one is from a sister court in the State of  
23 North Carolina.

24 THE COURT: Just a second.

25 Sir, would you just have a seat. You're

1 making me nervous.

2 MR. BERNSTEIN: Sure.

3 THE COURT: Thanks.

4 MR. BERNSTEIN: Just aching.

5 THE COURT: Well, I understand. But just have  
6 a seat. That'll be better. Thanks.

7 And I'm sorry for the interruption.

8 MR. ROSE: No, that's all right.

9 If I may I approach with the two cases we  
10 would rely on.

11 THE COURT: All right.

12 MR. ROSE: The House of Lyons. The second is  
13 a case from Georgia. The House of Lyons case is  
14 from the Florida Supreme Court. It deals in a  
15 slightly different context, but it deals with  
16 notarization. And so what you have here is, we've  
17 put on evidence. The documents that are in  
18 evidence, that these documents were signed  
19 properly. The witnesses were in the presence of  
20 each other, and the testator and the notary  
21 notarized them.

22 Shirley's documents from 2008, there's no  
23 question that all the boxes were checked. There is  
24 a question that's been raised with regard to  
25 Simon's 2012 will and his 2012 trust; that the



1 notary -- rather than the law firm employee  
2 notarizing them, these were notarized by Simon's --  
3 the testimony is by an employee of Simon's company,  
4 not a legal expert. And if on the face of the two  
5 documents -- and for the record, these would be  
6 Exhibits 4, which is Simon's will, and Exhibit 5,  
7 which is Simon's trust.

8       On Exhibit 4, there's no box to check. The  
9 whole information is written out. And I don't  
10 believe there's any requirement that someone  
11 circled the word -- if you just read it as an  
12 English sentence, the notary confirmed that it was  
13 sworn to and ascribed before me the witness is  
14 Robert L. Spallina, who is personally known to me  
15 or who has produced no identification.

16       So I think the natural inference from that  
17 sentence is that person was known to him, Kimberly  
18 Moran, who was personally known to me, and Simon  
19 Bernstein, who was personally known to me. So on  
20 its face, I think it -- the only inference you  
21 could draw from this is that the person knew them.

22       Now, we've established from testimony that she  
23 in fact knew the three of them, and we've  
24 established by way of Exhibit 16, which was signed  
25 on the same day and notarized by the same person.

1 And Exhibit 16, unlike Exhibit 4, which doesn't  
2 have a little check mark, Exhibit 16 has a check  
3 mark, and the notary properly checks personally  
4 known to the people that she was notarizing.

5 So I believe -- and the In Re Lyon case stands  
6 for substantial compliance with a notary is  
7 sufficient. And the North Carolina case is  
8 actually more directly on point. The Florida  
9 Supreme Court case, Lyons -- and we've highlighted  
10 it for the Court, but it says, clerical errors will  
11 not be permitted to defeat acknowledges --  
12 acknowledgments when they, considered either alone  
13 or in connection with the instrument acknowledged  
14 and viewed in light of the statute controlling  
15 them, fairly show a substantial compliance with the  
16 statute.

17 The North Carolina case is a will case, In Re  
18 Will of Durham. And there it's exactly our case.  
19 The notary affidavit was silent as to whether the  
20 person was personally known or not. And the Court  
21 held the caveat was self-proving. The fact that  
22 the notary's affidavit is silent as to whether  
23 decedent was personally known to the notary or  
24 produced satisfactory evidence of his identity does  
25 not show a lack of compliance with the notary

1 statute, given the issues of personal knowledge or  
2 satisfactory evidence are simply not addressed in  
3 that affidavit.

4 So we have a Florida case and we have the  
5 North Carolina case, which I think is -- it's  
6 obviously not binding, but it is sort of  
7 persuasive. If they're self-proved, we would win  
8 without any further inquiry. The reason we had a  
9 trial and the reason we had to file a complaint was  
10 everything in this case -- you've slogged through  
11 the mud with us for a day, but we've been slogging  
12 through the mud for -- basically, I got directly  
13 involved in January of 2014, after the Tescher  
14 Spallina firm -- after the issues with the firm  
15 came to light. So we've been slogging through  
16 this.

17 But we did file a complaint. We went the next  
18 step. So the next step says to you, assume the  
19 notaries are invalid, which they aren't invalid;  
20 but if they were, all we need to establish these  
21 documents is the testimony of any attesting  
22 witness. So we put on the testimony of an  
23 attesting witness, Mr. Spallina. He testified to  
24 the preparation of the documents. And I do think  
25 it's relevant and it will give the Court comfort in

1 making findings of fact that there was an extensive  
2 set of meetings between Mr. Spallina and his  
3 clients when they did the documents.

4 I mean, we documented for the first set of  
5 documents, you know, four meetings, a letter with  
6 some drafts, then a meeting to sign the documents,  
7 some phone calls and some amending the documents.  
8 And in 2012, we've documented at least one meeting  
9 with notes involving Simon; telephone conferences  
10 between Simon and his client; eventually, when a  
11 decision was made, a conference call of all the  
12 children; drafts of the documents sent; the  
13 document being executed.

14 And so I think if you look at the evidence,  
15 the totality of the evidence, there's nothing to  
16 suggest that these five documents do not reflect  
17 the true intent of Simon and Shirley Bernstein.  
18 There's nothing to suggest that they weren't  
19 prepared by the law firm; that they weren't signed  
20 by the people that purport to sign them; that  
21 undisputed testimony from an attesting witness was  
22 that all three people were present, and it was  
23 signed by the testator and the two witnesses in the  
24 presence of each other.

25 So under either scenario, you get the document

1 admitted. In fact, the documents are in evidence.  
2 They've been admitted to probate. But the  
3 testimony under 732.502, 503, the testimony of the  
4 drafting attorney, who attested -- who was an  
5 attesting witness, is sufficient for these  
6 documents.

7 There's absolutely no evidence put on the  
8 Court that Simon Bernstein lacked mental capacity.  
9 In fact, the evidence is directly to the contrary.  
10 Every witness testified that he was mentally sharp;  
11 making intelligent decisions; having a conference  
12 call with his children to explain his wishes. And  
13 there's simply no evidence in the record to  
14 determine that he lacked testamentary capacity.

15 So if I have Mr. Bernstein, Simon Bernstein,  
16 with testamentary capacity signing documents in the  
17 presence of two subscribing witnesses, the 2012  
18 documents should be upheld. I don't know if  
19 there's a question at all even about Shirley  
20 Bernstein's 2008 document, but the testimony is  
21 undisputed that the documents were consistent with  
22 her wishes. You saw a draft letter that explained  
23 to her exactly what was happening. She signed the  
24 documents. The self-proving affidavits for the  
25 Shirley documents are all checked perfectly. And

1 even if they weren't, we have an attesting witness  
2 here.

3 And, frankly, I think Eliot Bernstein likes  
4 these documents. And all he wants to do is argue  
5 what they mean and how much money you get from  
6 them. And we didn't really need to spend a day  
7 arguing this, but we have and we're here. And we  
8 believe that the evidence conclusively demonstrates  
9 that these documents are valid.

10 Now, you've heard some nonsense and some  
11 shenanigans. There were a couple of problems in  
12 the case; one with the notarization of documents.  
13 And it's sort of a sad and tortured story, but  
14 it's -- it was clearly wrong for someone to send  
15 documents into Judge Colin's courtroom that had  
16 been altered. The correct documents were submitted  
17 and the estate should have been closed.

18 And when the documents were returned, someone  
19 should have gone and filed a motion with Judge  
20 Colin to accept the un-notarized documents, since  
21 there was no dispute they were signed. And we  
22 wouldn't be here. But for whatever reason, that  
23 happened. And it's unfortunate that happened, but  
24 there's no evidence that Ted Bernstein, either of  
25 his sisters, or Eliot Bernstein, or any of the

1 grandchildren played any role in the fabrication of  
2 that document -- the false notarization.

3       The fabricated amendment to Shirley's trust  
4 document is a very disturbing fact, and we took  
5 immediate action to correct it. No one's purported  
6 to validate that document. We filed an action to  
7 have the Court construe the documents, tell us  
8 which are valid, tell us what they mean. And  
9 that's where we should be focusing our time on.  
10 And this is, in my view, step one toward that.

11       But if you look at the evidence we've  
12 presented, if you -- I understand you've got to  
13 deal with the witnesses that you're handed. And I  
14 think Mr. Spallina's testimony, notwithstanding the  
15 two issues that we addressed, was persuasive, it  
16 was un rebutted.

17       And we would ask that you uphold the five  
18 documents and determine, as we have pled, that the  
19 five testamentary documents that are in evidence, I  
20 believe, as 1, 2, 3, 4, and 5 be upheld and  
21 determined to be the valid and final testamentary  
22 documents of Simon and Shirley Bernstein. To the  
23 extent there's any question the document that has  
24 been admitted to be not genuine be determined to be  
25 an inoperative and un genuine document, we would ask

1 that you enter judgment for us on Count II and  
2 reserve jurisdiction to deal with the rest of the  
3 issues as swiftly as we can.

4 THE COURT: All right. Thank you.

5 Any closing argument from the other side?

6 Okay.

7 I keep forgetting that you've got a right to  
8 be heard, so please forgive me.

9 MR. MORRISSEY: Judge, if I may approach, I  
10 have some case law and statutes that I may refer  
11 to. And I'll try to be brief and not cumulative.

12 MR. BERNSTEIN: Could I get the other case law  
13 that was submitted? Do you have a copy of that?

14 MR. ROSE: Sure.

15 MR. MORRISSEY: Judge, the relevant statute  
16 with respect to the execution of wills is 732.502.  
17 It says that every will must be in writing and  
18 executed as follows. And I'll just recite from the  
19 relevant parts, that is to say relevant with  
20 respect to our case.

21 The testator must sign at the end of the will  
22 and it must be in the presence of at least two  
23 attesting witnesses. And if we drop down to  
24 Subsection C, the attesting witnesses must sign the  
25 will in the presence of the testator and in the



1 presence of each other.

2 Judge, that was established and uncontroverted  
3 in connection with Mr. Spallina's testimony. So  
4 732.502 was complied with.

5 Now, I think that we -- there was kind of a  
6 distraction with respect to the self-proving  
7 affidavits at the end. As Your Honor's aware, a  
8 self-proving affidavit is of no consequence in  
9 connection with the execution of a will. Execution  
10 of a will as dealt with in 732.502 merely requires  
11 execution at the end by the testator or the  
12 testatrix, and then two witnesses who go ahead and  
13 attest as to the testator's signature.

14 Now, the self-proving affidavit at the end is  
15 in addition to. So the fact that there may or may  
16 not have been a proper notarization is of no  
17 consequence in connection with a determination of  
18 the validity of any of these documents. So that's  
19 number one.

20 Number two, I've also provided Your Honor with  
21 another -- a statutory section, 733.107, and it's  
22 titled "The Burden of Proof in Contest." And it  
23 says there, in Subsection 1, "In all proceedings  
24 contesting the validity of a will, the burden shall  
25 be upon the proponent of the will to establish,

1 prima facie, its formal execution and attestation."

2 I would submit to the Court that that was done  
3 today. We had Mr. Spallina's testimony, which was  
4 uncontroverted, that indicated that 732.502 was  
5 complied with. The statute goes on to state, "A  
6 self-proving affidavit executed in accordance with  
7 733.502 or an oath of an attesting witness executed  
8 as required under the statutes is admissible and  
9 establishes, prima facie, the formal execution and  
10 attestation of the will."

11 So, once again, I would submit to the Court  
12 that there were self-proving affidavits with  
13 respect to all of these testamentary documents.  
14 They were proper in form, and therefore comply or  
15 comport with the second sentence of the statute.  
16 But even if not, we had Mr. Spallina testify today  
17 so as to comply with this second sentence of  
18 Subsection 1.

19 So if we drop down to the third sentence of  
20 this Subsection 1, it says that, "Thereafter, the  
21 contestant shall have the burden of establishing  
22 the grounds on which probate of the will is opposed  
23 or revocation is sought."

24 That was not done today by Mr. Eliot  
25 Bernstein. He did not present any evidence or meet

1 any burden to overturn these valid wills.

2 Judge, there is the competency argument. The  
3 testamentary competency, I'm now going to quote  
4 from In Re Wilmott's Estate, 66 So.2d 465. "A  
5 testamentary competency means the ability to  
6 understand generally the nature and extent of one's  
7 property, the relationship of those who would be  
8 the natural objects of the testator's bounty, and  
9 the practical effect of the will."

10 The only testimony, I elicited that from  
11 Mr. Spallina. His is the only testimony that we  
12 have in this regard. And it's uncontroverted that  
13 both of these decedents met those very specific  
14 criteria which -- with respect to each and every  
15 one of the five documents that are submitted for  
16 your Court's validation today.

17 There's also case law, In Re Estate of Weihe,  
18 W-E-I-H-E. That's 268 So.2d 446. That's a Fourth  
19 DCA case that says, "Competency is generally  
20 presumed and the burden of proving incompetency is  
21 on the contestant." So even if we didn't have  
22 Mr. Spallina's testimony today, which I elicited,  
23 competency on the part of both Shirley and Si  
24 Bernstein would be presumed. And it would be the  
25 contestant, Mr. Eliot Bernstein, who would have to



1 come up with the -- or would have the burden of  
2 showing that they were incompetent. He presented  
3 no evidence today in that regard or in that  
4 respect.

5 Lastly, there's the In Re Carnegie's estate,  
6 153 Florida 7. It's a 1943 case. That says that  
7 testamentary capacity refers to competency at the  
8 time that the will was executed, so on that date.

9 The only testimony we have with respect to any  
10 issues of competency on the date -- on the specific  
11 dates that these testamentary documents were signed  
12 was from Mr. Spallina. And on all such dates and  
13 times, Mr. Spallina testified that these requisites  
14 with respect to competency -- or testamentary  
15 competency were met.

16 Finally, Judge, undue influence, that would be  
17 a reason for invalidating a will. Mr. Bernstein,  
18 once again, did not present any evidence to go  
19 ahead and suggest that these wills or trusts  
20 documents should be overturned on the grounds of  
21 undue influence. And in that regard, I provided  
22 Your Honor with the Estate of Carpenter, 253 So.2d  
23 697. To prove undue influence, one must  
24 demonstrate that a beneficiary had a confidential  
25 relationship with the decedent and actively

1 procured the will or trust.

2 Mr. Eliot Bernstein did not even suggest today  
3 that any of the beneficiaries actively procured the  
4 document. Why? Beneficiaries are essentially --  
5 are ultimately the ten grandchildren.

6 Mr. Bernstein, Eliot Bernstein, did not suggest  
7 today that any one of the ten grandchildren, who  
8 are ultimately beneficiaries, were active in  
9 procuring any of the five documents, nor did  
10 Mr. Bernstein submit to the Court any evidence of  
11 confidential relationship by anyone in connection  
12 with the various criteria to raise the presumption  
13 of undue influence, nor did Eliot Bernstein raise  
14 the presumption by satisfying any or enough of the  
15 criteria under the Carpenter case to go ahead and  
16 raise the presumption that anyone, any substantial  
17 beneficiary, had committed undue influence with  
18 respect to any of these documents.

19 For those various, multifarious reasons,  
20 Judge, I would submit to the Court that these  
21 documents are valid and should be held as such.

22 THE COURT: All right. Thank you.

23 Any closing from the defendant's side?

24 MR. BERNSTEIN: Oh, yeah.

25 THE COURT: You've got eight minutes



1 remaining.

2 MR. BERNSTEIN: Okay. Your Honor, we're  
3 really here today because of a complex fraud on the  
4 court and on beneficiaries like myself and my  
5 children. The only witness they procured to  
6 validate these documents has consented to the SEC  
7 and felony charges recently with his partner for  
8 insider trading. He came up on the stand and  
9 admitted that he committed fraud, and that his law  
10 firm forged documents and frauded documents, and  
11 then submitted them not only to the court, but  
12 beneficiaries' attorneys as part of a very complex  
13 fraud to not only change beneficiaries, but to  
14 seize dominion and control of the estates through  
15 these very contestable documents.

16 They've been shown by the governor's office to  
17 not be properly notarized. The two people who are  
18 going -- well, one is --

19 MR. ROSE: I don't want to object to --

20 MR. BERNSTEIN: -- has no --

21 MR. ROSE: Can I object? He's so far talking  
22 about things that aren't in evidence.

23 THE COURT: Sustained.

24 You can only argue those things that were  
25 received in evidence.

1 MR. ROSE: And I realize Your Honor has a good  
2 memory of the evidence --

3 MR. BERNSTEIN: I put in evidence that  
4 Mr. Spallina was SEC --

5 THE COURT: No, I sustained objections to  
6 those questions.

7 MR. BERNSTEIN: Oh, okay.

8 THE COURT: You can only argue those things  
9 that came into evidence.

10 MR. BERNSTEIN: Okay. They didn't bring in  
11 any of the necessary parties to validate these  
12 documents, other than Mr. Spallina, who admitted to  
13 the Court today that he fraudulently altered the  
14 trust document. Can I now say that?

15 THE COURT: It's not good for you to ask me  
16 questions. I've got to rule on objections, and I'm  
17 trying to give you some guidance so that you don't  
18 screw up. But I can't answer your legal questions.

19 MR. BERNSTEIN: Okay. So the only witness has  
20 admitted in this very case that his law firm  
21 submitted forged and fraudulent documents to the  
22 Court already in this case; that he himself did  
23 those frauds. And we're relying on his sole  
24 testimony.

25 None of the other people who signed these

1 documents are here today to validate or even  
2 confirm his statements. So it's a highly  
3 uncredible [sic] witness to the documents,  
4 especially when Mr. Spallina drafted, signed as a  
5 witness, gained interest in the documents himself  
6 personally as a trustee, and seems to clearly have  
7 then taken it upon himself to mislead beneficiaries  
8 as to the actual documents.

9 I have asked for production of these  
10 documents. Today there were no originals produced  
11 to this Court for you to examine.

12 And more importantly, there's a few last  
13 things I wanted to state to the Court. My children  
14 are not represented here today as beneficiaries.  
15 They were supposed to be represented by a trustee  
16 of a trust that does not exist in our possession.  
17 So they were -- I was sued as a trustee of a trust  
18 I've never been given to represent my children, who  
19 are alleged beneficiaries by these guys. And the  
20 estate's done nothing to provide counsel to three  
21 minor children, and left them here today without  
22 counsel, and me as a trustee of a trust that  
23 doesn't exist, as far as we know. I've never  
24 signed it. They haven't submitted it to the Court,  
25 to anybody.



1 I want to bring up Rule 1.20, pretrial  
2 procedure, case management conference process  
3 provides, "The matter to be considered shall be  
4 specified in the order of notice setting the  
5 conference."

6 So I just want to say that we had a status  
7 conference in Simon Bernstein's estate, and only  
8 Simon Bernstein's estate, and that this trial was  
9 scheduled in Simon's status conference, which  
10 violates that very rule. So this trial, in my  
11 view, was conducted improperly.

12 Like I said, if you look at the hearing  
13 transcript of that day, you'll see that Mr. Rose  
14 misleads the Court to think that all these cases  
15 were noticed up that day. But Mr. O'Connell, the  
16 PR, had only noticed it up for Simon's estate. So  
17 what I'm doing here at a trial in Shirley's trust  
18 violates Rule 1.20.

19 There are some other things that are violated  
20 and not -- I believe we didn't get to discuss  
21 the -- at the case management, the fact that, you  
22 know -- and I did try to get this out -- that we  
23 would need a lot more time for a competency  
24 hearing, for a removal of Ted process, which should  
25 have come first before doing this and letting them

1 argue, where it's been alleged that there's some  
2 serious problems with Ted Bernstein's  
3 representation, including the fact that the PR of  
4 the estate of Simon has filed with this Court  
5 notice that he's not a valid trustee.

6 MR. ROSE: Objection. Outside -- not in  
7 evidence.

8 THE COURT: Okay. If you're not going to  
9 argue the facts that are in evidence in this trial,  
10 then I'm going to ask you to stop.

11 MR. BERNSTEIN: Okay. Well, I'll keep going  
12 on my -- see, that's what's confusing. What trial?  
13 We had a case management. I was prepared for a  
14 Simon, where I have Simon trust construction, all  
15 those things ready, and I didn't come with any  
16 notes about Shirley. And I've tried to notice the  
17 Court that under 1.200, this trial was scheduled  
18 improperly in the estate of Simon, and should have  
19 been reheard or rescheduled or something.

20 But that seems not to matter. It doesn't  
21 matter that we follow the rules. I follow the  
22 rules, but it seems that the other side doesn't  
23 follow any of the rules; doesn't submit documents  
24 properly to courts; commits frauds on courts; and  
25 then wants you to believe the validity of these

1 documents based on a felony statement to the Court,  
2 who's under a consent with the SEC.

3 THE COURT: You've got two minutes remaining.

4 MR. BERNSTEIN: There were outstanding  
5 discovery requests. I was denied all these  
6 documents. I was denied the trust that I'm sued  
7 under representing my children. So I can't get any  
8 of those documents. We would have brought all that  
9 up at a real status conference had it been a real  
10 status conference and not a corralling or, as you  
11 called it, a wrangling of octopuses.

12 THE COURT: That's vivid imagery. Isn't it?  
13 I pride myself on that one.

14 MR. BERNSTEIN: Oh, yeah. Well, I was  
15 wrangled, technically, into the wrong case here  
16 today, in a status conference that you should have  
17 corrected upon learning about this. And Mr. Rose  
18 has been aware of his mistake in misleading the  
19 Court that all these cases were noticed up, when  
20 they weren't. And he didn't come to the Court to  
21 correct it. Kind of like they didn't come to the  
22 Court to correct the validity of these documents  
23 before acting under them, knowing they needed to be  
24 not only challenged on validity, but on  
25 construction of terms, which will come next, which

1 is going to just go right back into the same circle  
2 of fraud.

3 So their star witness is a felon. Their star  
4 witness has committed fraud upon this Court in this  
5 case. That's who they're relying on, and hoping  
6 you bank on his words to validate documents.

7 I, Your Honor, am asking that you don't  
8 validate the documents; that we move forward to  
9 have the documents properly forensically analyzed.  
10 They were the subject of ongoing criminal  
11 investigations, which are just getting kicked off.  
12 In fact, I got 7200 documents from Mr. Spallina,  
13 where almost, I think, 7200 are fraud.

14 THE COURT: Your time is more than elapsed. I  
15 was letting you finish up as a courtesy, but you're  
16 getting off into things that aren't in evidence --

17 MR. BERNSTEIN: Okay. Well, I don't think the  
18 trial was conducted fairly. I think that my due  
19 process rights have been denied under the law.

20 THE COURT: Your time is more than up. Thank  
21 you.

22 MR. BERNSTEIN: Okay.

23 THE COURT: Is there any rebuttal?

24 MR. BERNSTEIN: And I still would like to move  
25 for your disqualification, on the record.

1 THE COURT: On the record doesn't count.

2 You've got to put it in writing.

3 MR. BERNSTEIN: Are you sure? I thought I saw  
4 in the rules --

5 THE COURT: I'll tell you what. You proceed  
6 under your understanding of the law and the rules.  
7 That's fine.

8 MR. BERNSTEIN: Okay.

9 THE COURT: Before I take this --

10 MR. BERNSTEIN: I rest.

11 THE COURT: -- before I take this rebuttal  
12 argument, I'll let you put your request for recusal  
13 in writing. We'll be out of session five minutes.

14 Is that something you want me to read?

15 MR. ROSE: I just want to make my final --

16 THE COURT: I just want to make sure that  
17 there's been no possibility that this gentleman  
18 won't have his moment to shine.

19 So go ahead and go put that in writing, sir.  
20 Be back in five minutes.

21 (A break was taken.)

22 THE COURT: Did you get that written down?

23 MR. BERNSTEIN: Can I approach?

24 THE COURT: Sure. All approaches are okay.

25 MR. BERNSTEIN: Do you want to wait for

1 everybody?

2 THE COURT: Do you have something that you  
3 wanted to file, a written motion to recuse?

4 MR. BERNSTEIN: Yeah. In freestyle.

5 THE COURT: All right. I'll take a look at  
6 it. Thank you.

7 MR. BERNSTEIN: Can I ask a question?

8 THE COURT: I'll be in recess. I'll take a  
9 look at this written motion. Thank you. It'll  
10 take me just a minute. Don't anybody go away.

11 (A break was taken.)

12 THE COURT: The stack of documents handed up  
13 to me by the defendant are duplicates of documents  
14 that he filed, it looks like, twice with the clerk  
15 on December 4th, and they've already been ruled  
16 upon by me. But I am also ruling today by  
17 handwritten order on the face of one of the  
18 documents that the disqualification motion is  
19 denied as legally insufficient; already ruled upon  
20 in the order of 12/8/15, at Docket Entry No. 98;  
21 identical to motions filed by defendant on  
22 12/4/2015 at Docket Entries Nos. 94 and 98; done in  
23 order of John Phillips, 12/15/15. And since I have  
24 skills, I made copies of my handwritten order for  
25 everybody.


1 Gary, if you could, just hand these out.

2 That'll take care of all that.

3 Now we can go back to talking about the case.

4 I was going to take the rebuttal argument from

5 Plaintiff's side. I'd take that now.

 6 MR. ROSE: I have just the exhibits that we  
7 put in evidence on the plaintiff's side, if that's  
8 easier for the Court.

9 THE COURT: That would be much easier. Thank  
10 you.

11 MR. ROSE: And I have a proposed final  
12 judgment. And I wanted to talk about one paragraph  
13 of the final judgment in particular.

14 MR. BERNSTEIN: I haven't had time to review  
15 any final judgment or anything.

16 THE COURT: You're interrupting the argument.  
17 Thank you.

18 MR. ROSE: So the complaint alleges -- and I  
19 realize we didn't cover every issue in the entire  
20 case, but we do it within the four corners of Count  
21 II of the complaint. Count II of the complaint was  
22 stated in paragraph 79 through 88 of the complaint.

23 And the answer that's filed in this case on  
24 Count II at paragraph 80 alleges that there's been  
25 a fraud on the court by Ted Bernstein, including,

1 but not limited to, proven forgery, fraudulent  
2 notarizations, fraud on the court, altercation  
3 [sic] of trust documents, et cetera, et cetera.

4 And in paragraph 82, the answer says that Ted  
5 should be removed for his ongoing involvement in  
6 fraud which is dealing with these documents.

7 Ted Bernstein is serving as a fiduciary.  
8 You've heard -- that was the defense to this case.  
9 That's stated in the complaint. You heard no  
10 evidence that Ted Bernstein was involved in the  
11 preparation or creation of any fraudulent  
12 documents. In fact, the evidence from Mr. Spallina  
13 was to the contrary.

14 So our final judgment in paragraph 5 asks the  
15 Court to make a ruling on the issues that are pled  
16 in the answer, specifically that there was no  
17 evidence that Ted was involved and that the  
18 evidence was to the contrary.

19 So we have no rebuttal. We believe we've  
20 established our case, and we proposed a final  
21 judgment for Your Honor's consideration that  
22 discusses that this is an action to adjudicate five  
23 documents to be the testamentary documents. Based  
24 on the evidence presented, they're genuine,  
25 authentic, valid and enforceable; has the requisite



1 findings. Paragraph 5, which I've explained, the  
2 reason we believe it's appropriate in the final  
3 judgment, given the pleadings that were made and  
4 the lack of evidence on those pleadings. And we  
5 didn't get into it today, but --

6 THE COURT: Well, if we didn't get into it  
7 today, then it's not proper for argument.

8 MR. ROSE: Well, it's alleged in the complaint  
9 and not proven, so I think it's appropriate to make  
10 a finding on it. You didn't actually hear  
11 testimony that was relevant to those issues about  
12 Ted Bernstein. And I would ask you to consider  
13 that 5 is supported by the evidence and the  
14 pleadings.

15 And 6, we would like you to declare the  
16 unauthorized one invalid, because it does change  
17 potentially something, and we want to know what  
18 we're doing going forward. And I don't think  
19 anyone disputes that Exhibit 6 that's in evidence  
20 was not valid. And then it just states this is  
21 intended to be a final order under the rules of  
22 probate code.


23 So that's our order. We would ask you to  
24 enter our judgment or a judgment similar to it;  
25 find in favor of the plaintiff; reserve

1 jurisdiction for numerous other matters that we  
2 need to deal with as quickly as we can. But,  
3 hopefully, with the guidance we get today, we'll be  
4 able to do it more quickly and more efficiently.  
5 So thank you.

6 THE COURT: All right. Thanks.

7 We'll be in recess. It was fun spending time  
8 with you all.

9 Sir, do you have any proposed final judgment  
10 you want me to consider? I've received one from  
11 the plaintiff's side. Is there some from the  
12 defendant's side?

 13 MR. BERNSTEIN: No. I haven't received one  
14 from them. And seeing theirs --

15 THE COURT: Okay. Thank you.

16 Then we'll be in recess. Thank you all very  
17 much. I'll get this order out as quickly as I can.

18 (At 4:48 p.m. the trial was concluded.)  
19  
20  
21  
22  
23  
24  
25

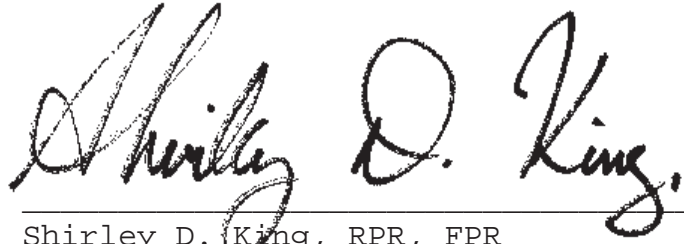
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, Shirley D. King, Registered Professional Reporter, State of Florida at large, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 4th day of January, 2016.

  
Shirley D. King, RPR, FPR

Job #1358198-VOL 2

<hr/> <p style="text-align: center;"><b>0</b></p> <hr/> <p><b>08</b> 190:2</p> <hr/> <p style="text-align: center;"><b>1</b></p> <hr/> <p><b>1</b> 120:3 167:6 168:4 177:21 178:3,4,11 180:24 182:13 183:24 241:20 243:23 244:18, 20 <b>1.20</b> 251:1,18 <b>1.200</b> 252:17 <b>10</b> 130:15 180:15 <b>10th</b> 226:1,12 <b>11</b> 230:3 <b>11th</b> 200:12,13 <b>12</b> 188:1 <b>12/15/15</b> 256:23 <b>12/4/2015</b> 256:22 <b>12/8/15</b> 256:20 <b>12th</b> 194:3 <b>13</b> 175:17 200:21 <b>13th</b> 194:3 <b>14</b> 207:3 <b>14th</b> 189:8 <b>15</b> 179:21 180:19 <b>153</b> 246:6 <b>15th</b> 191:12 <b>16</b> 235:24 236:1,2 <b>18th</b> 168:13 <b>19</b> 176:6 <b>1943</b> 246:6 <b>1994</b> 143:8 <b>1995</b> 155:3</p> <hr/> <p style="text-align: center;"><b>2</b></p> <hr/> <p><b>2</b> 133:24 134:2, 18 160:21,25 161:2,6,10 163:8,22</p>	<p>167:15,16 173:10 175:9 177:22 178:5, 7,9,11,14 180:24 182:15 183:24 241:20 <b>20</b> 176:7 <b>2006</b> 153:25 <b>2007</b> 142:14 <b>2008</b> 168:13 184:8 232:18 234:22 239:20 <b>2012</b> 129:24 130:15 131:7 191:4 192:24, 25 194:3 214:25 221:24 232:20 233:7 234:25 238:8 239:17 <b>2013</b> 140:9 196:7 200:21 207:3 <b>2014</b> 189:8 237:13 <b>24</b> 176:12 <b>253</b> 246:22 <b>268</b> 245:18 <b>27</b> 167:16 <b>28</b> 168:1 190:7, 20 197:12 198:13,14</p> <hr/> <p style="text-align: center;"><b>3</b></p> <hr/> <p><b>3</b> 168:4,5 175:9 180:24 182:4, 6,15,19 183:16 187:4 198:21, 23 241:20 <b>3/12/08</b> 187:12 <b>30</b> 155:3 225:7</p> <hr/> <p style="text-align: center;"><b>4</b></p> <hr/> <p><b>4</b> 171:6 173:12 175:10 202:25 235:6,8 236:1 241:20 <b>40</b> 212:17</p>	<p><b>446</b> 245:18 <b>465</b> 245:4 <b>4th</b> 256:15</p> <hr/> <p style="text-align: center;"><b>5</b></p> <hr/> <p><b>5</b> 175:3 235:6 241:20 <b>503</b> 239:3</p> <hr/> <p style="text-align: center;"><b>6</b></p> <hr/> <p><b>6</b> 177:9 178:16, 22,23 179:3,4 180:24 182:7, 8,9,10,20 183:4,9,10 184:22 186:22 187:3,6 <b>60</b> 179:23,25 180:3 <b>66</b> 245:4 <b>697</b> 246:23</p> <hr/> <p style="text-align: center;"><b>7</b></p> <hr/> <p><b>7</b> 133:19 134:1, 18 171:7 246:6 <b>7200</b> 254:12,13 <b>732.502</b> 239:3 242:16 243:4, 10 244:4 <b>733.107</b> 243:21 <b>733.502</b> 244:7</p> <hr/> <p style="text-align: center;"><b>8</b></p> <hr/> <p><b>8</b> 173:15</p> <hr/> <p style="text-align: center;"><b>9</b></p> <hr/> <p><b>94</b> 256:22 <b>96</b> 143:8 <b>98</b> 256:20,22 <b>9th</b> 166:13 190:18 191:4 199:25 200:8, 10,19 201:4 202:5</p>	<hr/> <p style="text-align: center;"><b>A</b></p> <hr/> <p><b>ability</b> 174:21 193:7 245:5 <b>absolutely</b> 215:5 222:18 239:7 <b>accept</b> 181:9 230:16 240:20 <b>access</b> 215:21, 24,25 <b>accordance</b> 244:6 <b>account</b> 151:17 <b>accounted</b> 152:15 <b>accounting</b> 150:4,20 190:11,15 191:9,11 <b>accurate</b> 126:25 <b>accurately</b> 206:10 <b>aching</b> 234:4 <b>acknowledged</b> 236:13 <b>acknowledges</b> 236:11 <b>acknowledgments</b> 236:12 <b>acting</b> 220:9 253:23 <b>action</b> 241:5,6 <b>actions</b> 164:15, 18 209:3 <b>active</b> 247:8 <b>actively</b> 246:25 247:3 <b>activity</b> 165:24 <b>actual</b> 250:8 <b>ad</b> 195:24 <b>added</b> 184:25 <b>adding</b> 185:11, 12,13 <b>addition</b> 243:15 <b>additional</b> 214:6 <b>address</b> 221:12 <b>addressed</b> 237:2</p>
--	--	--	---

<p>241:15 <b>adequately</b> 135:4 <b>administered</b> 202:6 <b>admissibility</b> 162:24 197:21 <b>admissible</b> 244:8 <b>admit</b> 197:13, 17,19 <b>admitted</b> 137:1 148:25 166:11 207:14 219:20 239:1,2 241:24 248:9 249:12, 20 <b>adverse</b> 212:19 <b>advice</b> 150:13, 16 208:9 216:19 <b>affidavit</b> 233:18 236:19, 22 237:3 243:8,14 244:6 <b>affidavits</b> 233:13,15 239:24 243:7 244:12 <b>affirmatively</b> 154:11 <b>affirmed</b> 205:22 <b>agree</b> 181:8 189:6 230:17 <b>agreement</b> 126:15 129:3 136:22,25 139:12 140:18 141:17 153:8 164:1 167:15 177:16 <b>agreements</b> 139:10 <b>ahead</b> 159:19 161:13 243:12 246:19 247:15 255:19 <b>Alan</b> 134:7 149:5,8 208:1, 3 230:1 <b>alive</b> 189:25 191:6 192:2</p>	<p>228:5 <b>allege</b> 184:5 <b>alleged</b> 140:11, 15 158:12 195:16 250:19 252:1 <b>allegedly</b> 168:12 207:5 221:23 225:23 <b>allowed</b> 142:5 150:13 172:5 206:12 <b>alter</b> 140:19 163:25 185:14 <b>alteration</b> 124:24 140:8 207:1 <b>alterations</b> 140:23,25 <b>altercation</b> 207:8 <b>altered</b> 137:1 144:5,13 155:12 156:1 163:7 166:21 167:1 207:13 240:16 249:13 <b>altering</b> 144:14 156:17 210:9 <b>amend</b> 177:15 <b>amended</b> 151:17 159:5 176:19 233:7 <b>amending</b> 238:7 <b>amendment</b> 136:25 137:4,5 138:11,13,16, 17 139:25 144:13 168:3 177:7 182:13, 14 184:7,20 232:20 241:3 <b>analysis</b> 219:14 <b>analyst</b> 210:21 <b>analyzed</b> 221:16 254:9 <b>anger</b> 227:6 <b>angina</b> 225:6 <b>angry</b> 227:20 <b>anymore</b> 121:22 124:13</p>	<p><b>apologize</b> 232:12,16 <b>Apparently</b> 170:13 <b>appears</b> 160:14 161:18 167:17, 18 171:11 172:20 175:7 176:14 200:1 202:6 <b>appoint</b> 194:4, 16,23,24 195:4,5 <b>appointed</b> 192:5 194:25 195:1,2 <b>appointment</b> 139:5 161:16 163:25 189:1 233:5 <b>approach</b> 126:10 178:20 234:9 242:9 255:23 <b>approaches</b> 126:11 255:24 <b>April</b> 166:13 190:2,18 191:4 199:25 200:8, 10,12,13,19 201:4 202:5 <b>argue</b> 150:8 162:4 240:4 248:24 249:8 252:1,9 <b>argued</b> 180:13 <b>arguing</b> 162:5, 19 163:17 240:7 <b>argument</b> 151:6, 9 163:14,16 220:11 242:5 245:2 255:12 <b>argumentative</b> 138:21 143:15 155:14 156:18, 20 163:10 185:19 195:20 219:22 <b>arguments</b> 151:8 232:2,7 <b>article</b> 177:19 <b>ascribed</b> 235:13</p>	<p><b>asks</b> 151:2 <b>assets</b> 132:21 144:25 219:1 <b>assignment</b> 203:10 <b>assistant</b> 192:11 <b>association</b> 214:3 <b>assume</b> 142:9 158:3 237:18 <b>Assuming</b> 188:24 <b>attach</b> 138:12 <b>attached</b> 127:11 136:25 233:13 <b>attempt</b> 144:6 <b>attending</b> 228:18 <b>attention</b> 131:4 136:17 152:2 <b>attest</b> 243:13 <b>attestation</b> 244:1,10 <b>attested</b> 201:25 239:4 <b>attesting</b> 232:23 237:21, 23 238:21 239:5 240:1 242:23,24 244:7 <b>attorney</b> 131:23,24,25 132:4,5,11,12 137:8 141:23 147:17 155:17, 24 156:8,11 162:22 189:22 194:4 199:22 223:13 230:15 239:4 <b>attorney-client</b> 208:9,11 <b>attorneys</b> 147:7 189:17 207:11 209:8,15 210:9 211:3 219:19 248:12 <b>authenticate</b> 213:5,18 <b>authenticated</b> 210:8</p>
--	---	--	---

<b>authenticating</b> 214:8	<b>Beach</b> 165:8 166:19 203:8	23 138:3,6,9 139:2 140:4,6, 11,12,14	17,21 194:1,9, 12 196:4,5,14, 15,16,18,24
<b>authorization</b> 132:4	<b>bearing</b> 189:3	141:4,6,9,21 142:6,11,12,18	197:3,7,8,13, 19,22,25
<b>authorized</b> 132:8,10	<b>beg</b> 223:18	143:17,23 144:3,4,21,22	198:4,9,22 199:2,5,6,24, 25 201:3,14, 21,23,24
<b>autopsy</b> 165:2	<b>beginning</b> 175:20	145:16,18 146:1,10,12, 15,19,22,24	203:7,11,15,16 204:1,5,6,15, 18,23 205:2, 10,14,15,17,21
<b>aware</b> 130:2,5 131:2,18 151:13,16 154:11 158:12, 15,17,19,22 159:2 165:2,7, 24 166:7,15 169:1,8,13,19, 20,21,24 170:1 206:25 207:16 221:24 222:2, 4,5,9,10,13,16 224:5 225:2, 17,22 226:15 227:5,8,20 243:7 253:18	<b>behalf</b> 155:6 193:20 201:9 220:9	147:4 148:5, 10,11,22 149:3,18 150:8,10,14, 18,22 151:1, 11,20,24 152:1,5,9,22 153:3,6,7 154:15,16,18, 20 155:10,15, 16,20,22 156:6,23 157:2,11,13,25 158:5,9 159:10,11,13, 17,22 160:1,5, 9,17,20 161:4, 9,14 163:4,5, 11,17,20 164:9,13,25 165:1,6,12,14, 16 166:1,10,24 167:4 168:4,7 169:7,16 170:5,6 171:6, 9,25 172:6,9, 13,16,17 173:11,14,18 174:19 175:2,4 176:21 177:5, 9,11 178:3,9, 14,20,24 179:1,5,8,11, 24 180:10,12, 23 181:2,22 182:7,19,22,25 183:3,8,11,13, 15,24 184:1,15 185:22,24 186:1,5,8,14, 17,20 187:8 188:17 190:4, 17,24 191:12 192:19 193:5,	206:1,13,15, 18,23 208:16, 20,24 209:4,6, 13,23,24 210:14 211:5, 9,10 212:8 213:1,4,10,16 217:1,2,7,12, 15 218:8,9,19, 23 219:8,24 220:17 221:1, 14,21,22 223:16,19,23, 25 224:2,4,14, 20 225:16,21 226:6,11 227:12,23 228:9,11,16 229:1,8,15,18 230:1,4,9,17, 20 231:4,8,11, 20,22 232:19, 21 233:3 234:2,4 235:19 238:17 239:8, 15 240:3,24,25 241:22 242:12 244:25 245:24, 25 246:17 247:2,6,10,13, 24 248:2,20 249:3,7,10,19 252:11 253:4, 14 254:17,22, 24 255:3,8,10, 23,25 256:4,7
<hr/> <b>B</b> <hr/>	<b>behavior</b> 193:5		
	<b>beneficiaries</b> 140:19,24 141:1 144:17 145:15,17 157:8 202:19 204:8,16 212:20 220:6 233:6 247:3,4, 8 248:4,13 250:7,14,19		
	<b>beneficiaries'</b> 248:12		
	<b>beneficiary</b> 133:4 144:23 145:18,19,20 157:5 158:3 190:15 202:12, 14,15,21 220:5 246:24 247:17		
	<b>benefit</b> 133:15 155:6 211:15		
	<b>benefits</b> 146:2		
	<b>Benjamin</b> 122:2		
	<b>Bentley</b> 151:12, 14,16 152:13		
	<b>Bentleys</b> 152:3		
	<b>Bernstein</b> 120:7,10,18,19 121:10,13,16 122:11,20 123:15,22 124:2,8,9,23 125:3,8,16 126:6,12,13 127:7,21 128:7 132:24 133:3, 10,19,22 134:3,7,9,17, 20 135:6,9,18, 24 136:3,6,7, 15,19,20 137:11,15,20,		
<b>back</b> 122:24 127:3 147:24 166:2 175:20 179:21 180:19 186:6,12 192:16 193:18 199:4,9,12 200:5,8 227:12 228:4 254:1 255:20			
<b>background</b> 232:13,15			
<b>backwards</b> 144:1			
<b>BAILIFF</b> 186:11			
<b>bank</b> 254:6			
<b>bar</b> 120:21 127:4 214:3			
<b>based</b> 162:14 165:17 192:12 196:19 253:1			
<b>basically</b> 131:5 237:12			
<b>Bates</b> 188:3,6			
<b>Baxley</b> 173:1 174:22 176:18			
			<b>Bernstein's</b> 177:7 191:2 239:20 251:7,8 252:2

<p><b>binding</b> 237:6 <b>biography</b> 143:13 <b>biopsy</b> 158:24 222:2,6,8 <b>birth</b> 206:20 <b>bit</b> 162:17 232:13 <b>bitter</b> 179:22 <b>blank</b> 163:21 <b>blue</b> 169:19 <b>body</b> 165:21 <b>book</b> 167:16 179:1,15,17,18 181:11,12,13 182:10,11,16, 19 190:7 <b>bored</b> 232:15 <b>bottom</b> 129:2,4, 5,14 170:9,13 <b>bound</b> 152:8 <b>bounty</b> 245:8 <b>box</b> 123:5 189:16,20 235:8 <b>boxes</b> 234:23 <b>brain</b> 158:19, 23,24 222:3,7, 8 <b>break</b> 179:20 180:20 181:14 255:21 256:11 <b>Briefly</b> 213:15 <b>bring</b> 249:10 251:1 <b>bringing</b> 197:4 <b>broader</b> 139:5 <b>brother</b> 132:2 214:19,24 <b>brought</b> 131:3 151:21 158:22 197:10 253:8 <b>Brown</b> 122:2 <b>burden</b> 243:22, 24 244:21 245:1,20 246:1 <b>business</b> 214:4</p>	<p style="text-align: center;"><b>C</b></p> <p><b>cabinets</b> 216:2 <b>call</b> 130:17,21 141:18 142:8 145:7 193:6, 17,19 205:1, 11,12,14 214:18,25 226:1,3,17,25 230:6,10,15 238:11 239:12 <b>called</b> 193:23 214:3 219:4,5 230:11 233:21 253:11 <b>calling</b> 231:17 <b>calls</b> 135:21 174:14 212:5, 21 238:7 <b>capacity</b> 125:11 239:8,14,16 246:7 <b>car</b> 152:2 <b>care</b> 169:13 215:3,6,10,14 221:9 <b>cared</b> 215:12 <b>Carnegie's</b> 246:5 <b>Carolina</b> 233:23 236:7,17 237:5 <b>Carpenter</b> 246:22 247:15 <b>carry</b> 141:16 156:15 <b>case</b> 134:11 141:24 142:3 144:1 153:1 164:4 180:10, 12 193:14 198:18 205:7 218:4 231:12 234:13 236:5, 7,9,17,18 237:4,5,10 240:12 242:10, 12,20 245:17, 19 246:6 247:15 249:20, 22 251:2,21</p>	<p>252:13 253:15 254:5 <b>cases</b> 171:19 233:19 234:9 251:14 253:19 <b>caused</b> 164:22 222:6 225:23 <b>causing</b> 131:14 225:18 <b>caution</b> 208:7 <b>caveat</b> 236:21 <b>cavitating</b> 144:2 <b>certificate</b> 206:21 <b>certified</b> 171:2,3 <b>cetera</b> 220:22 <b>chain</b> 121:4 230:5,21 231:3,5,6 <b>challenged</b> 253:24 <b>chance</b> 204:7 <b>change</b> 248:13 <b>changing</b> 225:22 233:5 <b>characterize</b> 226:18 <b>characterizing</b> 226:17 <b>charge</b> 194:5 198:17 207:9 211:1 <b>charged</b> 212:14 <b>charges</b> 248:7 <b>Chaves</b> 142:23 <b>check</b> 153:3 168:23 173:1 235:8 236:2 <b>checked</b> 234:23 239:25 <b>checks</b> 236:3 <b>chest</b> 225:9 <b>children</b> 131:10,11 135:6,9 141:24 156:12 161:17 192:14 202:17 203:10,21 204:7,13</p>	<p>211:23 215:13, 15,17,20 225:24 226:14, 20 229:10 238:12 239:12 248:5 250:13, 18,21 253:7 <b>children's</b> 137:8 <b>Christine</b> 136:24 137:7 139:13,15,17, 18 140:1 144:6 148:25 155:11 156:7 <b>chronology</b> 185:15 <b>circle</b> 173:22 174:1 254:1 <b>circled</b> 235:11 <b>circulation</b> 139:10,16,17, 21 <b>circumstances</b> 228:19 <b>cite</b> 233:19 <b>claim</b> 155:6 169:17 <b>claiming</b> 184:6, 17,19 <b>claims</b> 150:5 202:11 230:24 <b>clarification</b> 143:19 223:3, 22 <b>clarified</b> 122:13 223:20 <b>clarify</b> 120:11 122:4 <b>clarity</b> 141:19 <b>clause</b> 178:17 <b>clear</b> 156:22 195:10 201:19 <b>clerical</b> 236:10 <b>clerk</b> 167:9,11 170:10,25 186:10,11,13 256:14 <b>client</b> 122:25 123:2 208:12 223:16,21 224:16 238:10</p>
---	--	--	---



<b>clients</b> 156:12 168:18,21 175:13 189:19 238:3	14,15 251:23	<b>consent</b> 253:2	216:1 256:24
<b>close</b> 150:10 195:18 196:15, 21 224:15	<b>competent</b> 165:19	<b>consented</b> 248:6	<b>copy</b> 136:21 137:2 138:19, 20 139:20,23 141:24 161:19, 20 163:7 167:6,9,11,13 170:10,24 171:1 181:2,3, 10,11 186:10 242:13
<b>closed</b> 192:12 194:14 196:6, 10,18,25 232:1 240:17	<b>compilation</b> 187:15	<b>consequence</b> 243:8,17	<b>copying</b> 125:24
<b>closely</b> 223:24	<b>complaint</b> 237:9,17	<b>considered</b> 132:18,24 133:3,5 136:9 144:11 236:12 251:3	<b>coroner</b> 165:9
<b>closing</b> 166:2 232:2,7 242:5 247:23	<b>complex</b> 248:3, 12	<b>consistent</b> 129:6 176:11 189:14 216:18 233:10 239:21	<b>corralling</b> 253:10
<b>co-personal</b> 149:24	<b>compliance</b> 236:6,15,25	<b>construction</b> 252:14 253:25	<b>correct</b> 129:16, 23 130:1,18 132:25 136:10 138:16,20 139:10 140:12 146:10 149:21 151:14 154:3, 8,23 156:12 158:6 161:17 164:1,9,15,21 167:7 170:15 171:16 174:6,9 184:20,21 185:11,13 186:24 187:19 188:8,10 190:1,2,12 191:10,13,16, 20 192:9,15 194:5,21,22 195:11,12 196:7,11 201:16 203:5, 21,23 207:13, 15,18,19 208:24 209:10 210:16,17 213:23,24 214:2,14,21 215:1 216:15, 16 217:5 240:16 241:5 253:21,22
<b>co-pr</b> 147:14	<b>complied</b> 243:4 244:5	<b>construe</b> 241:7	<b>corrected</b> 253:17
<b>co-prs</b> 147:9	<b>comply</b> 244:14, 17	<b>construes</b> 216:21	<b>counsel</b> 140:11, 14,17 147:8, 11,13,25
<b>co-trustee</b> 147:14 149:23	<b>comport</b> 244:15	<b>consulted</b> 208:5,8 214:5	
<b>co-trustees</b> 147:9	<b>concerned</b> 162:19	<b>Cont'd</b> 120:9	
<b>codicils</b> 203:9	<b>conclusion</b> 135:22 174:14 177:3 212:6,22	<b>contact</b> 227:5	
<b>Colin</b> 123:11 124:23 125:3 192:10 232:14 240:20	<b>conclusively</b> 240:8	<b>contacted</b> 169:9 207:21	
<b>Colin's</b> 199:10 200:22 240:15	<b>conditions</b> 158:13 224:5	<b>contempt</b> 127:4, 5	
<b>college</b> 143:10	<b>conduct</b> 150:23	<b>Contest</b> 243:22	
<b>Colton's</b> 125:6, 10	<b>conducted</b> 251:11 254:18	<b>contestable</b> 248:15	
<b>comfort</b> 237:25	<b>conference</b> 214:18,25 238:11 239:11 251:2,5,7,9 253:9,10,16	<b>contestant</b> 244:21 245:21, 25	
<b>commit</b> 156:11, 13	<b>conferences</b> 238:9	<b>contesting</b> 243:24	
<b>commits</b> 252:24	<b>confidential</b> 246:24 247:11	<b>context</b> 234:15	
<b>committed</b> 207:12,17 210:9 211:4 218:1 247:17 248:9 254:4	<b>confirm</b> 250:2	<b>continued</b> 120:3	
<b>communicated</b> 233:3	<b>confirmed</b> 235:12	<b>contract</b> 210:21	
<b>company</b> 235:3	<b>conflict</b> 212:2	<b>contrary</b> 239:9	
<b>competence</b> 193:7	<b>conformed</b> 123:8 167:6,9,11,13 170:12	<b>control</b> 248:14	
<b>competency</b> 152:10 165:17 245:2,3,5,19, 23 246:7,10,	<b>confusing</b> 252:12	<b>controlling</b> 236:14	
	<b>connection</b> 236:13 243:3, 9,17 247:11	<b>conversation</b> 132:3,6 222:23 226:19	
	<b>consecutive</b> 182:11	<b>convince</b> 144:6	
		<b>copied</b> 122:16	
		<b>copies</b> 121:5,7 123:9 124:15 125:25 126:10 170:12,21 186:16 210:6	



207:16,22,23, 25 208:3 210:22 211:2 214:5,6 216:20 220:9,20 250:20,22 <b>Counsel's</b> 208:13 <b>count</b> 242:1 255:1 <b>counts</b> 133:17 <b>County</b> 165:9 166:19 203:8 <b>couple</b> 240:11 <b>court</b> 120:4,8, 14 121:11,15, 18 122:1,9,13 123:11,19,23 124:3,7,18,20, 22 125:1,5,10 126:11,18,21 127:3,5,6,8, 10,12,17,22 128:5 133:9, 11,21 134:1,5, 8,10,18 135:17,23 136:2,4,13,16 137:13,17,22, 24 138:4,7,23 140:3,22 141:8,12,22 142:3,4,7 143:16,21,25 144:20 145:25 146:5,11,13, 17,21 147:3,22 148:2,6,9,12, 13,17,18 149:2,15,17 150:7,9,12,16, 24 151:2,18, 22,25 152:2,7, 11,24 153:5 154:13 155:9, 18,21 156:4, 19,24 157:10 158:8 159:15, 18,23 160:3,7, 18,21,24 161:7,10 162:7,25 163:13,19	164:7,10,24 165:5,11,13 166:9,23 167:3 169:6,12,18 170:20,25 171:21,23 172:2,8,11,14 173:12 174:13, 15,18 175:1 177:4,10,25 178:6,13,15, 21,25 179:3,7, 10,14,17 180:2,11,17,21 181:1,6,15,20, 23 182:18,21, 23 183:2,6,10, 12,20 184:12 185:21 186:3, 6,12,16,18,21, 25 187:2 188:13,16,19 189:23 190:21 191:25 192:2, 21 193:11,15, 19,22 194:7,10 195:22 196:1, 13,19,23 197:1,6,16,20, 23 198:2,5,17 199:1,3,17 200:23 201:2, 5,11,13,16,18, 22 203:14,25 204:3,17,20,25 205:7,12,16 206:3,8,9 208:11,18,21, 25 209:5,10, 11,14 210:4,12 211:7 212:7, 13,23 213:2,7, 12 215:4 216:17,18,20, 24 217:3,10, 14,19 218:3,5, 18,21,24 219:3,23 220:12,24 221:7,18 223:12,18,20, 24 224:1,17 225:13,20 226:8 228:10,	13,24 229:6, 11,17,20,23 230:3,6,12,14, 19 231:2,5,9, 12,16,21,23 232:1,7,10 233:20,21,22, 24 234:3,5,11, 14 236:9,10,20 237:25 239:8 241:7 242:4 244:2,11 247:10,20,22, 25 248:4,11,23 249:5,8,13,15, 22 250:11,13, 24 251:14 252:4,8,17 253:1,3,12,19, 20,22 254:4, 14,20,23 255:1,5,9,11, 16,22,24 256:2,5,8,12 <b>court's</b> 167:10 186:4 245:16 <b>courtesy</b> 254:15 <b>courtroom</b> 151:3 240:15 <b>courts</b> 167:12 170:11 174:10 252:24 <b>cover</b> 137:18 <b>covered</b> 137:10, 14,19,20 144:19 195:24 <b>create</b> 137:6 138:24 <b>created</b> 138:10, 19 153:24,25 155:3 208:17 <b>creating</b> 163:7 <b>credibility</b> 148:7 <b>creditor</b> 202:13 <b>criminal</b> 230:23 254:10 <b>criteria</b> 245:14 247:12,15 <b>cross</b> 120:9 180:22 197:10 213:14,16	229:21 <b>cross-</b> <b>examination</b> 120:6 195:25 <b>cross-examining</b> 134:15 <b>crossed</b> 229:22 <b>cumulative</b> 136:11 137:9 138:22 140:2, 21 144:19 145:24 146:4, 14 149:16 156:3 157:9 158:7 164:6 166:8 171:21, 22 172:1,4 174:25 177:2, 24 183:19 184:11 185:20 188:15 195:21 199:16 201:10, 17 203:13,24 220:10,23 221:6,17 242:11 <b>Cumulative's</b> 172:4 <b>curator</b> 122:2, 6,7 124:4,16 <b>curiosity</b> 159:24 <b>custody</b> 121:4 125:18 210:10 230:5,21 231:3,5,6 <b>customary</b> 168:17 <b>cut</b> 132:1,9 <b>cutting</b> 227:6 <hr/> <b>D</b> <hr/> <b>dad</b> 130:10 157:4 225:8,14 227:4 228:2, 12,15 <b>dad's</b> 129:20 147:8 156:15 <b>damages</b> 164:21 <b>Daniel</b> 153:23
---	---	---	---

<b>date</b> 124:3 128:21 149:25 168:18,22 187:11 191:22 200:14,18 246:8,10	<b>deem</b> 212:13 <b>deemed</b> 135:7 212:12 <b>defeat</b> 236:11 <b>defendant</b> 256:13,21 <b>defendant's</b> 160:21,25 161:2 182:4 187:4 193:16 198:21,23 247:23 <b>defense</b> 193:24 <b>deficient</b> 169:4 <b>define</b> 210:2 <b>definition</b> 133:4 134:24 <b>definitional</b> 139:5 163:22 <b>delete</b> 177:18 <b>deleting</b> 163:23 <b>Delray</b> 158:24 <b>demonstrate</b> 246:24 <b>demonstrates</b> 240:8 <b>denied</b> 253:5,6 254:19 256:19 <b>depend</b> 135:14 <b>deposit</b> 123:5 189:16,20 201:4 <b>deposited</b> 170:19 201:16 <b>depressed</b> 224:12,25 <b>depression</b> 224:6,9 <b>descendants</b> 132:14 133:4 135:7 136:9 144:8,12,16,24 145:5,6 <b>describe</b> 128:9 140:18 219:13 <b>describing</b> 164:14,18 <b>designed</b> 153:17,18 <b>Detective</b> 146:25	<b>determination</b> 243:17 <b>determine</b> 162:21 174:3 188:25 213:22 239:14 241:18 <b>determined</b> 241:21,24 <b>devises</b> 202:18 <b>died</b> 145:12,20, 21,23 146:2,6, 7 157:3,7 158:11 165:3 194:2,13,18,20 195:9,10,18 200:22 204:12 224:11,22 225:14 228:2 <b>dies</b> 173:20 <b>differ</b> 223:18 <b>difference</b> 212:23 <b>difficult</b> 215:20 <b>Digital</b> 143:4 <b>dinner</b> 228:18, 22 <b>direct</b> 189:3 193:25 205:25 <b>direction</b> 201:20 <b>directly</b> 233:1 236:8 237:12 239:9 <b>disappearing</b> 186:19 <b>disbursed</b> 219:1 <b>discharge</b> 190:1,22 197:9 198:1 199:8 201:5 <b>discovered</b> 200:23 208:16 230:25 <b>discovery</b> 253:5 <b>discuss</b> 223:1 251:20 <b>discussing</b> 223:6 <b>disinherited</b> 132:15 226:23	227:2 <b>disposed</b> 218:25 <b>disposition</b> 132:19,24 135:13,19 136:8 <b>dispositions</b> 133:5 135:5 145:6 202:10 <b>dispositive</b> 130:9 176:25 210:9 220:20 <b>dispute</b> 240:21 <b>disputes</b> 130:24 131:2 <b>disqualification</b> 254:25 256:18 <b>dissatisfaction</b> 131:22 <b>distraction</b> 243:6 <b>distribute</b> 137:7 <b>distributed</b> 137:3 <b>distributions</b> 135:12 145:6 <b>disturbing</b> 241:4 <b>division</b> 169:3 <b>Docket</b> 256:20, 22 <b>doctors</b> 158:23 <b>document</b> 120:17 123:6 124:21 127:11 128:9 129:9,14 132:17,20,23 133:2 135:24 136:14 138:12, 16,18 139:6, 23,24 140:8,20 141:2,19,20, 23,25 144:5,7, 8,15 145:5 148:17 153:7, 10 155:12,25 156:11 159:12 161:8,24 162:23 163:6, 9,24 164:5,8 166:21 167:1,
<b>dated</b> 168:15,16 <b>dates</b> 246:11,12 <b>daughter</b> 132:8 <b>day</b> 162:5 165:3 168:11,14 174:4 176:22 180:13 187:18 191:9 194:18, 20 200:9,11 207:21,22,23 208:4 214:4,12 216:10 219:7 235:25 237:11 240:6 251:13, 15 <b>days</b> 180:14 216:11 <b>DCA</b> 245:19 <b>dead</b> 195:19 196:10 201:15, 18 229:3,13 <b>deal</b> 241:13 242:2 <b>dealing</b> 178:7 <b>deals</b> 234:14,15 <b>dealt</b> 243:10 <b>death</b> 129:23 141:18 147:8 150:1 155:6 189:13 204:9, 11 224:7 225:11 <b>decedent</b> 236:23 246:25 <b>decedents</b> 245:13 <b>December</b> 256:15 <b>decide</b> 151:19 162:9,10,14 169:14 218:21 233:11 <b>decided</b> 215:4 <b>decision</b> 178:25 238:11 <b>decisions</b> 221:10 239:11			

<p>14 168:8,9,14, 15,23,25 170:14,16 171:15 172:24, 25 173:21 175:3,15 176:17 177:8, 12 178:19 181:17 182:2, 8,16 183:1,22 184:5,16,19 185:8,11,15,17 186:12 187:25 188:1,3,5 190:23 191:1, 5,6,11,15 193:1,8 195:2, 3,8,16 198:12 199:7,9 200:3, 5,18,23 201:4, 15,25 202:5 203:7 207:1,8, 13 215:7 220:19 233:6,7 238:13,25 239:20 241:2, 4,6,23,25 247:4 249:14</p> <p><b>document's</b> 133:8 141:1 174:9 200:19</p> <p><b>documented</b> 238:4,8</p> <p><b>documents</b> 121:5,14,17, 21,23 122:2,5, 9,10,12,16,22, 23 123:1,12, 15,20 124:1, 11,14,16,17,25 125:23 126:1, 7,8,14,22 127:15,18,24 128:2,25 130:9 132:5,10,12,16 138:14 139:19 142:2 146:8 147:9,12 148:7 149:14 154:2,5 156:17 158:11 159:1,5 162:2, 3,6,11,21 165:18 166:12, 16 169:15</p>	<p>170:2 173:6,16 175:13 176:25 180:16 181:24 182:20 188:4, 24 189:4,11,19 192:6,11,13 195:14 196:19 197:3 199:11 203:5 208:25 209:9 210:8, 10,16,20,24 211:5,11,13,18 212:10,12,16 213:6,19,23 214:8,10,16,22 215:4 216:14, 19,20 217:4,8 218:12,14,20, 22 219:6,9,16, 17,18,21 220:1,7,20 221:2,4,16,24 225:23 226:7, 21 227:3,22,25 229:7,14 230:5,22,25 231:11,15 232:17,24,25 233:9,12,13 234:17,18,22 235:5 237:21, 24 238:3,5,6, 7,12,16 239:1, 6,16,18,21,24, 25 240:4,9,12, 15,16,18,20 241:7,18,19,22 243:18 244:13 245:15 246:11, 20 247:9,18,21 248:6,10,15 249:12,21 250:1,3,5,8,10 252:23 253:1, 6,8,22 254:6, 8,9,12 256:12, 13,18</p> <p><b>dominion</b> 248:14</p> <p><b>Don</b> 147:6 161:18 164:2, 5,8,14</p> <p><b>Don's</b> 187:10,16</p> <p><b>Donald</b> 160:16</p>	<p><b>doodling</b> 138:1</p> <p><b>doubt</b> 191:14</p> <p><b>draft</b> 153:10 239:22</p> <p><b>drafted</b> 126:14 132:20 133:2 135:24 233:9 250:4</p> <p><b>drafting</b> 239:4</p> <p><b>drafts</b> 238:6,12</p> <p><b>draftsman</b> 232:24</p> <p><b>draw</b> 235:21</p> <p><b>drive</b> 122:18,21</p> <p><b>drop</b> 242:23 244:19</p> <p><b>due</b> 124:24 220:7 225:23 254:18</p> <p><b>duly</b> 205:22</p> <p><b>duplicate</b> 134:12 216:5</p> <p><b>duplicates</b> 256:13</p> <p><b>Durham</b> 236:18</p> <p><b>duty</b> 220:19</p> <hr/> <p style="text-align: center;"><b>E</b></p> <hr/> <p><b>E1</b> 134:24</p> <p><b>earlier</b> 141:11, 14 154:21 173:5 186:21 187:25 202:17 209:20</p> <p><b>early</b> 207:3</p> <p><b>easy</b> 224:18</p> <p><b>effect</b> 188:25 212:17,18 245:9</p> <p><b>efficient</b> 180:7</p> <p><b>elapsed</b> 254:14</p> <p><b>elicited</b> 245:10,22</p> <p><b>Eliot</b> 135:9 157:13,25 191:12 203:11 214:24 217:25 240:3,25 244:24 245:25 247:2,6,13</p>	<p><b>Eliot's</b> 191:14</p> <p><b>email</b> 191:19 229:2</p> <p><b>emailed</b> 191:15</p> <p><b>employee</b> 235:1, 3</p> <p><b>employees</b> 166:1</p> <p><b>encourage</b> 180:7</p> <p><b>end</b> 130:24 179:22 180:2,8 219:7 227:10, 17 242:21 243:7,11,14</p> <p><b>ended</b> 158:24</p> <p><b>ending</b> 175:24</p> <p><b>enforceable</b> 233:12,16</p> <p><b>English</b> 235:12</p> <p><b>enter</b> 125:12 133:22 134:3 242:1</p> <p><b>Entries</b> 256:22</p> <p><b>Entry</b> 256:20</p> <p><b>error</b> 143:19 184:14,16,18 203:6</p> <p><b>errors</b> 236:10</p> <p><b>essentially</b> 247:4</p> <p><b>establish</b> 160:8 237:20 243:25</p> <p><b>established</b> 235:22,24 243:2</p> <p><b>establishes</b> 229:15 244:9</p> <p><b>establishing</b> 244:21</p> <p><b>estate</b> 122:6,11 140:15 141:3 147:8 148:1 149:25 150:19 152:11,14 153:12,13 154:2,25 157:5,22 165:25 166:3, 16 189:15 192:8,11 194:13 195:18 196:6,15,18,</p>
--	--	---	--

21,25 199:23	193:7	239:12	155:2 165:3
202:7,10,11,	<b>executed</b> 123:6	<b>explained</b>	196:20 200:22
12,21 240:17	184:7 231:7,10	209:20 239:22	202:1,5,20
245:4,17	238:13 242:18	<b>exposing</b> 148:24	204:10 208:21
246:5,22	244:6,7 246:8	<b>expressed</b> 189:7	214:13,19,20,
251:7,8,16	<b>executing</b>	<b>expressing</b>	23 215:6,22
252:4,18	177:15	131:21	216:9,10
<b>estate's</b> 250:20	<b>execution</b>	<b>extensive</b>	221:23,25
<b>estates</b> 131:9	242:16 243:9,	232:13 238:1	222:11 224:6,8
132:1,9 147:6	11 244:1,9	<b>extent</b> 132:21	225:10,18,22
211:12,20	<b>exercise</b> 189:1	232:12 241:23	226:3,13
248:14	233:4	245:6	227:6,9 228:5,
<b>eventually</b>	<b>exercised</b> 139:4		18
238:10	<b>exhibit</b> 127:2,	<b>F</b>	<b>father's</b> 141:16
<b>everybody's</b>	25 133:21,23,		149:25 170:7,
182:16	24 134:12	<b>fabricated</b>	8,17,18,19,25
<b>evidence</b> 133:7,	159:16 160:1,	241:3	171:5,10
8,12 134:13,14	2,19 161:2	<b>fabrication</b>	172:18 175:5,
136:12 152:17	167:6,15,16	241:1	24 176:2,13
159:21 160:2,	168:4,6 171:6	<b>face</b> 235:4,20	187:22,23
3,6,25 161:3	173:10,12	256:17	216:4 224:21
162:25 177:23,	178:16 180:24	<b>facie</b> 244:1,9	<b>favor</b> 161:16
24,25 178:8	182:3,6 183:16	<b>fact</b> 192:23	<b>February</b> 131:7
179:9,13	186:3,23 187:6	213:21 214:12	<b>felon</b> 254:3
181:17,21,25	190:4,20,22	220:8 235:23	<b>felony</b> 248:7
182:5 183:18	191:18 198:6,	236:21 238:1	253:1
187:2,7 190:8	13,20,23 199:4	239:1,9 241:4	<b>felt</b> 215:19
193:16 197:14,	200:20 202:25	243:15 251:21	<b>fiduciary</b>
18 198:13,14,	235:6,8,24	252:3 254:12	140:10,11
15,24 199:4	236:1,2	<b>factors</b> 135:14,	147:12 148:14
200:25 203:12,	<b>exhibited</b> 205:5	15	150:19,23
24 231:24	<b>exhibiting</b>	<b>facts</b> 153:1	207:5,9 210:25
232:1,22 233:2	159:17	170:3 174:11	212:1 220:19
234:17,18	<b>exhibits</b> 134:11	221:11,13	<b>figure</b> 148:5
236:24 237:2	159:20 167:5,6	252:9	151:7 152:16,
238:14,15	185:24 186:2	<b>failed</b> 174:22	20 156:22
239:1,7,9,13	190:21 235:6	176:23	165:14 170:1
240:8,24	<b>exist</b> 250:16,23	<b>fairly</b> 236:15	196:24 197:2
241:11,19	<b>exists</b> 208:13	254:18	209:1,18 219:6
244:25 246:3,	<b>expanded</b> 185:17	<b>false</b> 241:2	<b>figuring</b> 137:13
18 247:10	<b>expect</b> 127:18	<b>familiar</b> 153:7	<b>file</b> 122:7
248:22,25	<b>expense</b> 192:17	157:12	123:3 155:6
249:2,3,9	<b>expenses</b> 192:7	<b>family</b> 153:8,19	170:12 192:5,
252:7,9 254:16	<b>experiencing</b>	154:3 157:13	17 216:2
<b>EXAMINATION</b>	224:7	158:1 164:22	217:16,23
193:25 205:25	<b>expert</b> 165:22	211:14,20,22,	218:3 237:9,17
<b>examine</b> 250:11	170:8 210:19,	24 212:16	256:3
<b>examined</b> 205:22	23 219:11	226:23 229:3,	<b>filed</b> 127:9
<b>excuse</b> 141:6	220:7,22	12	148:19 170:11
148:23 155:15	221:16 235:4	<b>father</b> 130:3,14	190:10,20
190:4 227:10	<b>explain</b> 120:15	146:7 153:23	196:19 200:6
<b>execute</b> 122:25	139:3 217:18		210:4 213:19,
129:2 175:13			21 217:8,24

218:1,4 220:3 240:19 241:6 252:4 256:14, 21 <b>filing</b> 218:10 <b>final</b> 216:18 233:9 241:21 255:15 <b>Finally</b> 246:16 <b>find</b> 212:1,19 216:4 219:25 220:18 231:15 233:14 <b>findings</b> 238:1 <b>fine</b> 120:17 128:5 129:21 159:18 181:16 198:14 208:8 224:22 255:7 <b>finish</b> 123:14 156:4 163:13 226:10 254:15 <b>finite</b> 196:3 <b>fired</b> 213:25 <b>firm</b> 121:2,20, 22,23,24 123:11,20 124:12,13 125:22,23 139:22 142:22 150:20 160:10, 11 161:22,23 174:8 177:12 182:12 184:9 189:12 190:25 192:16 193:2 195:10 199:9 201:7,8 207:12 221:5 235:1 237:14 238:19 248:10 249:20 <b>firm's</b> 142:2 216:2 <b>fit</b> 185:6 <b>Five-plus</b> 143:1 <b>flipping</b> 175:22 <b>Florida</b> 120:20 203:8 233:21 234:14 236:8 237:4 246:6 <b>focused</b> 209:18	<b>focusing</b> 241:9 <b>follow</b> 190:7 212:11,12 216:17,19 230:22 252:21, 23 <b>force</b> 131:19 <b>forced</b> 229:9 <b>foregoing</b> 134:25 135:3 <b>forensic</b> 210:21 220:5,22 <b>forensically</b> 220:1 221:5,16 254:9 <b>forged</b> 142:2 166:12 248:10 249:21 <b>forgeries</b> 220:19 <b>forget</b> 168:18, 20,21 <b>forgetting</b> 242:7 <b>forgive</b> 242:8 <b>forgot</b> 143:11 <b>form</b> 174:4 191:19 244:14 <b>formal</b> 206:16 244:1,9 <b>Forman</b> 142:24 <b>forms</b> 189:24 191:21 192:2 <b>forward</b> 127:17 144:2 254:8 <b>found</b> 169:2 207:4,7,21 209:7 211:3 218:14 219:9 224:8 231:11, 13 <b>foundation</b> 197:20 <b>Fourth</b> 245:18 <b>frankly</b> 240:3 <b>fraud</b> 148:24 156:11,13 166:11 207:12, 17 209:7 210:9 211:4 219:20 220:8 248:3,9,	13 254:2,4,13 <b>frauded</b> 141:23 248:10 <b>frauds</b> 166:15 220:20 249:23 252:24 <b>fraudulent</b> 124:24 136:21 138:11,19,24 139:23 140:8 141:24 142:2 148:15 165:24 166:13 207:1,7 208:17 218:20 249:21 <b>fraudulently</b> 137:1 155:12 156:17 163:7 166:20 167:1 185:18 249:13 <b>freestyle</b> 256:4 <b>Friedstein</b> 158:1 203:11 <b>front</b> 152:18 168:14 185:24 <b>full</b> 190:22 199:8 201:5 206:16 <b>fully</b> 202:6 <b>functions</b> 174:2	<b>gist</b> 131:8 <b>give</b> 123:8 150:13 184:3 233:7 237:25 249:17 <b>good</b> 138:5 179:19 215:2, 16 225:7 231:20 249:1, 15 <b>Gotcha</b> 138:6 199:5 <b>Governor</b> 169:3 <b>governor's</b> 169:9,16 248:16 <b>grandchildren</b> 233:8 241:1 247:5,7 <b>grandparents</b> 215:18 <b>grounds</b> 244:22 246:20 <b>guess</b> 168:5 <b>guidance</b> 249:17 <b>gun</b> 229:10 <b>Gutter</b> 142:23 <b>guy</b> 152:2 211:1 228:13 <b>guys</b> 250:19
		<b>G</b>	<b>H</b>
		<b>gain</b> 211:14 <b>gained</b> 250:5 <b>gave</b> 132:4 149:19 174:5 186:4,8 <b>general</b> 131:8 <b>generally</b> 245:6,19 <b>gentleman</b> 255:17 <b>genuine</b> 127:10 214:9 216:9 241:24 <b>genuinely</b> 190:18 <b>Georgia</b> 234:13 <b>get all</b> 152:17 195:9	<b>half</b> 180:5 <b>hand</b> 126:8 128:3 198:21 <b>handed</b> 241:13 256:12 <b>handing</b> 126:17, 19,22 <b>handle</b> 150:24 <b>hands</b> 126:17 <b>handwriting</b> 220:7,22 <b>handwritten</b> 256:17,24 <b>happen</b> 146:6 <b>happened</b> 148:24 189:24 231:15 240:23



<b>happening</b> 239:23	230:17 243:20 246:22 248:2 249:1 254:7	<b>increased</b> 185:10	<b>intents</b> 229:13
<b>he'll</b> 127:18,19	<b>Honor's</b> 243:7	<b>incredibly</b> 126:9	<b>interest</b> 122:8 152:12 211:19 250:5
<b>head</b> 172:2	<b>hoping</b> 152:19 254:5	<b>inference</b> 235:16,20	<b>interesting</b> 152:4
<b>headaches</b> 222:5,10,12	<b>House</b> 233:21 234:12,13	<b>influence</b> 246:16,21,23 247:13,17	<b>interruption</b> 234:7
<b>hear</b> 206:9,10 217:12 224:18 232:3	<b>Human</b> 184:14	<b>information</b> 230:24 235:9	<b>intertwined</b> 223:8
<b>heard</b> 232:23 233:2 240:10 242:8	<b>hundred</b> 216:22	<b>inherent</b> 145:10	<b>interview</b> 166:20
<b>hearing</b> 135:19 136:1 149:7 217:4,19 218:15,16,25 251:12,24	<b>I</b>	<b>initial</b> 129:3, 11	<b>interviewed</b> 166:18
<b>Hearsay</b> 169:5, 11	<b>Iantoni</b> 135:9 158:1 203:11	<b>initialed</b> 129:9	<b>introduced</b> 187:25
<b>heart</b> 225:6	<b>idea</b> 183:12 218:2	<b>initials</b> 128:8, 11,15,22 175:5,8,11,15 176:2	<b>invalid</b> 162:13, 15 163:7 208:17 237:19
<b>heavy</b> 165:8	<b>identical</b> 181:12 182:20 256:21	<b>inoperative</b> 182:13 241:25	<b>invalidates</b> 211:18
<b>held</b> 236:21 247:21	<b>identification</b> 173:3 174:24 235:15	<b>inquiry</b> 233:2 237:8	<b>invalidating</b> 246:17
<b>highlighted</b> 236:9	<b>identity</b> 236:24	<b>inserted</b> 185:3, 5,9,18 231:12	<b>invalidly</b> 139:13
<b>highly</b> 250:2	<b>II</b> 242:1	<b>inside</b> 144:8	<b>inventory</b> 151:17
<b>hired</b> 219:19	<b>imagery</b> 253:12	<b>insider</b> 248:8	<b>investigation</b> 169:22
<b>hires</b> 211:1	<b>immediately</b> 207:20 208:6	<b>inspect</b> 125:25	<b>investigations</b> 254:11
<b>history</b> 142:2 143:12,19,22, 24	<b>important</b> 137:16 152:5 196:1 228:3	<b>instances</b> 220:8	<b>invite</b> 228:5
<b>hit</b> 172:2	<b>importantly</b> 250:12	<b>instruct</b> 208:10	<b>invited</b> 228:14, 17
<b>hold</b> 153:18 203:4	<b>improper</b> 173:20 230:2	<b>instruction</b> 127:6	<b>involved</b> 237:13
<b>holiday</b> 228:6	<b>improperly</b> 174:9,12 176:25 251:11 252:18	<b>instrument</b> 177:15 236:13	<b>involving</b> 238:9
<b>home</b> 153:18 189:20 228:6, 14,18 231:15	<b>included</b> 138:13,15,17	<b>insufficient</b> 256:19	<b>irrevocable</b> 145:13
<b>Honor</b> 120:12 126:16 133:16, 19,25 137:12 139:1 141:6,14 152:6 161:25 165:15 168:4 171:6 173:15 177:9 178:4 179:24 181:5 182:19 185:23 188:17,21 193:10 197:14 198:11 209:6 213:1 218:23	<b>including</b> 123:3,6 214:23 252:3	<b>insurance</b> 154:17,21,22 155:2	<b>issue</b> 150:17 232:11,17 233:18,20
	<b>incompetency</b> 245:20	<b>intelligent</b> 239:11	<b>issues</b> 133:17 159:2 209:21 222:25 223:2, 6,7 237:1,14 241:15 242:3 246:10
	<b>incompetent</b> 246:2	<b>intend</b> 127:17 141:5,10	
	<b>incomplete</b> 173:9	<b>intended</b> 233:3	
		<b>intensive</b> 229:3	
		<b>intent</b> 141:16 156:13,15 238:17	
		<b>intentions</b> 215:18	

<b>J</b>	218:19 225:8 235:21,23 <b>knowing</b> 174:9 218:24 253:23 <b>knowledge</b> 124:10 125:18 131:20 152:25 165:20 166:17 172:19 174:3 175:6 191:24 221:15 237:1 <b>Kratish's</b> 167:20	250:21 <b>legal</b> 135:21 150:13,16,17 151:4 174:14 177:2 212:5,21 235:4 249:18 <b>legally</b> 256:19 <b>legitimate</b> 192:13 <b>letter</b> 130:8 131:4,5,7,8,20 160:10,12 161:15,19 164:14,17 189:7 229:12 231:14 238:5 239:22 <b>letting</b> 162:16 198:17 251:25 254:15 <b>license</b> 121:1 174:5 <b>life</b> 154:22 <b>lifetime</b> 135:4 224:10 <b>light</b> 236:14 237:15 <b>likes</b> 240:3 <b>Lindsay</b> 173:1 174:20,22 176:18 <b>lineal</b> 132:14 133:4 135:7 136:9 144:7, 11,16,24 145:5 <b>Lisa</b> 158:1 191:21 203:11 <b>list</b> 153:4 166:6 183:16 205:18 <b>listen</b> 137:24 181:6 205:7 223:22 <b>listening</b> 220:14 <b>litigation</b> 232:14 <b>live</b> 153:19 <b>living</b> 132:1 162:8 216:20 <b>LLC</b> 153:8	<b>long</b> 126:9 142:25 148:12 149:23 <b>looked</b> 176:6 219:10,15 <b>lose</b> 211:14,19 212:17 <b>lost</b> 186:7 189:19 <b>lot</b> 137:25 175:13,23 209:19 251:23 <b>Lyon</b> 236:5 <b>Lyons</b> 233:21 234:12,13 236:9
<b>K</b>	<b>L</b>	<b>M</b>	
<b>Jake</b> 153:24 <b>January</b> 140:9 148:23 189:8 196:6 237:13 <b>jeez</b> 186:5 <b>Jill</b> 135:9 158:1 191:22 203:11 <b>job</b> 216:14 <b>John</b> 256:23 <b>Josepher</b> 142:23 <b>Josh</b> 153:22 <b>judge</b> 124:23 125:3,6,10,11, 13 152:25 159:13 184:22 192:10 199:10 200:22 211:13, 18 213:22 232:14 240:15, 19 242:9,15 243:2 245:2 246:16 247:20 <b>judgment</b> 216:18 242:1 <b>July</b> 221:24 <b>jurisdiction</b> 242:2	<b>lack</b> 236:25 <b>lacked</b> 239:8,14 <b>laid</b> 197:20 <b>landing</b> 169:22 <b>language</b> 132:19 144:15 145:4 156:2 163:23 <b>Lastly</b> 246:5 <b>law</b> 139:22 150:20 155:17 160:10,11 174:17 177:12 182:12 184:9 192:16 193:2 195:10 201:7,8 207:12 235:1 238:19 242:10, 12 245:17 248:9 249:20 254:19 255:6 <b>lawsuit</b> 213:19, 22 217:21,23 218:10 220:3 <b>lawyer</b> 146:20 189:15 <b>layman</b> 155:13, 23 156:1,8 <b>learn</b> 146:19 227:2,24 <b>learning</b> 210:8 220:19 253:17 <b>leave</b> 163:1 215:7 233:8 <b>left</b> 121:23 131:12,15 189:21 230:8	<b>made</b> 121:5 122:25 124:15 135:5 141:2,17 142:16 144:16 150:5 169:17 192:4 202:10 206:25 215:6 238:11 256:24 <b>mail</b> 191:17 <b>make</b> 140:23,25 156:1 157:8,12 159:2 163:14 171:1 186:16 189:23 197:24 203:9 212:23 219:13 229:10 255:15,16 <b>making</b> 135:12 141:25 154:9 168:23 187:3 221:9 226:20 234:1 238:1 239:11 <b>management</b> 180:12 251:2, 21 252:13 <b>manager</b> 180:10 <b>Manceri</b> 147:15, 16,25 <b>mark</b> 147:15,16, 25 159:23 175:24 176:23 198:21 236:2,3	
<b>Ken</b> 125:22 126:2 <b>kicked</b> 192:16 254:11 <b>kids</b> 153:22 <b>kids'</b> 153:23 <b>Kimberly</b> 166:19 169:1,8 171:15,18 172:23,25 174:22 205:4,5 235:17 <b>kind</b> 163:8 172:10 224:9 243:5 253:21 <b>knew</b> 154:6,8 173:25 195:10			

<b>marked</b> 181:10 187:4	224:17	<b>Moran</b> 166:12,19 169:8 171:15, 18 172:23 205:4,5 235:18	16 189:6
<b>marks</b> 175:24	<b>Miller</b> 147:1	<b>Moran's</b> 169:1	<b>needed</b> 218:15, 24 253:23
<b>Marshall</b> 186:14	<b>mind</b> 129:20 165:20 179:16	<b>MORRISSEY</b> 174:16 242:9, 15	<b>negative</b> 211:8
<b>Martin</b> 123:11 200:22	201:19 209:19	<b>mother</b> 128:21, 24 146:6	<b>neglected</b> 173:25
<b>matter</b> 148:1 169:20,22,25 190:16 212:9, 11 251:3 252:20,21	224:22 226:7 228:12 229:9, 16	202:16 208:21 215:6,22 216:6,10 224:11	<b>nervous</b> 234:1
<b>meaning</b> 135:25 148:7 230:24 231:4	<b>mine</b> 181:3	<b>mother's</b> 128:15 137:7 141:20 147:12 166:3 170:16,20 195:7 202:21 203:2 204:9 207:2 210:1 211:12	<b>net</b> 149:19
<b>means</b> 138:2,5 231:6 245:5	<b>minor</b> 141:24 156:12 250:21	<b>motion</b> 192:4,17 217:8,16,18,19 240:19 256:3, 9,18	<b>non-valid</b> 139:23
<b>medical</b> 130:2 158:10,25 159:2,6 165:22 221:24 224:5	<b>minute</b> 256:10	<b>motions</b> 256:21	<b>nonsense</b> 240:10
<b>medically</b> 158:13	<b>minutes</b> 179:21, 23,25 180:3,19 230:3 247:25 253:3 255:13, 20	<b>move</b> 127:17 140:4 183:13 254:8,24	<b>North</b> 233:23 236:7,17 237:5
<b>medications</b> 225:2	<b>Miranda</b> 200:24	<b>moves</b> 144:1	<b>Nos</b> 256:22
<b>medicine</b> 225:8	<b>Mirandas</b> 200:25	<b>moving</b> 136:5 183:12 201:20	<b>notaries</b> 237:19
<b>medicines</b> 158:15	<b>mirror</b> 203:5	<b>mud</b> 237:11,12	<b>notarization</b> 169:2 173:8 176:22 193:1 233:19,20 234:16 240:12 241:2 243:16
<b>meet</b> 142:13,15 244:25	<b>mis</b> 217:6	<b>multi-page</b> 183:22	<b>notarization's</b> 173:20
<b>meeting</b> 130:14, 23,24 142:18 187:13 193:6 226:12 238:6,8	<b>misconduct</b> 171:19	<b>multifarious</b> 247:19	<b>notarize</b> 172:23,25
<b>meetings</b> 238:2, 5	<b>misinterpret</b> 215:18	<b>multiple</b> 127:1 158:23 220:8	<b>notarized</b> 168:12,25 174:9,12 176:18 177:1 199:10,13,18 234:21 235:2, 25 248:17
<b>member</b> 120:20	<b>misinterpretatio n</b> 141:20		<b>notarizing</b> 235:2 236:4
<b>memorandum</b> 203:17	<b>mislead</b> 250:7	<b>N</b>	<b>notary</b> 169:3 174:3 199:15, 21 214:15 234:20 235:1, 12 236:3,6,19, 23,25
<b>memory</b> 218:1 249:2	<b>misleading</b> 253:18		<b>notary's</b> 236:22
<b>mental</b> 239:8	<b>misleads</b> 251:14		<b>note</b> 187:11
<b>mentally</b> 239:10	<b>missed</b> 183:9 204:1		<b>notes</b> 137:25 138:5 187:9, 13,14,16,17, 20,22,24 238:9 252:16
<b>mentioned</b> 157:19 158:2 202:23	<b>missing</b> 143:14 163:9		<b>notice</b> 251:4 252:5,16
<b>met</b> 142:16,20 207:22,23 245:13 246:15	<b>misstates</b> 123:17 174:11, 17		<b>noticed</b> 251:15, 16 253:19
<b>metal</b> 165:8	<b>mistake</b> 253:18		
<b>microphone</b> 120:15 206:9	<b>modified</b> 163:22		
	<b>mom's</b> 128:21 168:1 196:25		
	<b>moment</b> 180:17 255:18		
	<b>money</b> 211:19 215:7 233:8 240:5		
	<b>months</b> 149:5 218:20		
	<b>moon</b> 169:22		



<b>notified</b> 148:13	150:6,21	<b>officer</b> 186:14	<b>owners</b> 153:20	
<b>notify</b> 166:19, 25	151:3,4 155:8, 14 156:3,18	<b>offices</b> 188:1		
<b>notwithstanding</b> 134:25 135:3 241:14	157:9 158:4,7 160:22,23 163:10 164:6, 23 165:4,10 166:8,22 167:2 169:5,11 171:20 172:6 173:10 174:11, 13,16,25 177:2,23 178:6 179:14 181:19 182:3 183:18 184:11 185:19 186:22 188:11, 13 195:20 196:12,22 197:6 198:12, 20 199:16 201:1,10,17 203:12,22 204:3,14 209:16 210:11 212:3,21 217:6,11,13,14 218:3,17 219:3,22 220:10,16,23 221:6,17 225:12,15,19 226:4 228:7, 15,23 229:5,17 230:16 231:17 252:6	<b>one's</b> 241:5 245:6		<hr/> <b>P</b> <hr/>
<b>November</b> 168:13 184:8 196:9		<b>ongoing</b> 254:10	<b>pages</b> 128:9 129:3 182:10, 11 183:22	
<b>now's</b> 204:25		<b>opened</b> 185:8	<b>pain</b> 225:9	
<b>number</b> 133:21 177:20,21,22 178:3,4,5,11, 14,22,23 184:22,25 185:11,12,13, 16 187:5 190:5 224:23 243:19, 20		<b>operating</b> 220:21	<b>pains</b> 225:6	
<b>numbered</b> 183:22		<b>operative</b> 181:18 182:14	<b>Palm</b> 165:8 166:18 203:8	
<b>numbering</b> 177:17 184:18, 23		<b>opposed</b> 244:22	<b>Pam</b> 131:4,16, 18,21 136:8 144:11,24 161:16 191:21 203:10 227:6	
<b>numbers</b> 183:17 184:3,10		<b>order</b> 123:11,18 124:20,22 125:1,3,6,14 162:1 216:14 251:4 256:17, 20,23,24	<b>Pam's</b> 131:5 144:7,16 145:5	
<b>Numeral</b> 184:2		<b>ordered</b> 122:1 124:3,17,23 125:4 165:3	<b>Pamela</b> 135:6 203:10	
<b>numerals</b> 184:2		<b>orders</b> 125:12 212:13	<b>paper</b> 159:25 197:17 198:5 219:6	
<hr/> <b>O</b> <hr/>		<b>original</b> 121:7, 14,17,21 122:6,21,23 123:3,4,5,6,9, 12,15,20,25 124:17,20 132:16 163:9 170:15,19,22, 23,25 189:11, 18 191:17 196:20 209:25 210:2,3,5 215:21,25	<b>papers</b> 127:13 213:9	
<b>O'connell</b> 251:15	<b>objections</b> 150:25 249:5, 16	<b>originals</b> 123:1,7 125:18 152:22 170:17 211:6 216:5 231:13 250:10	<b>paragraph</b> 161:6,10 163:8,22 164:3 177:18,21 178:1,7,9 185:3,5,8	
<b>oath</b> 120:5 193:23 244:7	<b>objects</b> 245:8	<b>outstanding</b> 253:4	<b>paragraphs</b> 183:23	
<b>object</b> 124:5 127:1 141:12 162:24 192:19 230:2,10 248:19,21	<b>observe</b> 193:4	<b>Overruled</b> 123:23 138:23 140:22 164:10 171:21 184:12 199:17 210:12 218:5	<b>parents</b> 142:13 147:7 215:16	
<b>objected</b> 148:2 151:22	<b>obtained</b> 170:10	<b>overturn</b> 245:1	<b>part</b> 124:5 131:9 133:13, 17 137:16 138:15 153:12, 13 154:25 155:4 162:4,20 168:24 184:5 188:3 198:13 201:21 203:6 223:21 245:23 248:12	
<b>objection</b> 122:4 123:13 124:19 127:23 128:1 133:7 135:16, 21 136:11 137:9 138:21 140:2,21 143:15 144:18 145:24 146:4 147:2,20 148:9,21 149:1,16	<b>octopuses</b> 253:11	<b>overturned</b> 246:20	<b>parties</b> 130:25 149:13 249:11	

<b>parts</b> 143:13 242:19	148:19,23 189:25 190:20, 22 196:20 197:9,25 199:7	<b>possessions</b> 216:4	<b>pretrial</b> 251:1
<b>party</b> 137:3 198:17	<b>Phillips</b> 256:23	<b>possibility</b> 162:15 255:17	<b>pretty</b> 154:10
<b>pass</b> 144:25	<b>phone</b> 130:22 226:1,3,17 238:7	<b>possibly</b> 152:17	<b>pride</b> 253:13
<b>passed</b> 132:21 192:3 202:13 208:22 227:4,9	<b>picking</b> 197:16	<b>postmortem</b> 144:14	<b>prima</b> 244:1,9
<b>passes</b> 145:10	<b>piece</b> 137:15 197:16 198:5	<b>potential</b> 157:24	<b>prior</b> 141:17 142:18 154:1 155:23 160:10 189:13 203:9 218:10 224:7 225:11 226:25 227:17
<b>Passover</b> 228:6, 17,22	<b>pieces</b> 159:24	<b>power</b> 139:4 161:15 162:22 163:24 189:1 233:4	<b>privilege</b> 208:9,12 223:5,11,14
<b>past</b> 127:3	<b>place</b> 146:8 165:25 166:16	<b>PR</b> 147:14 192:5,6 251:16 252:3	<b>probate</b> 214:6 239:2 244:22
<b>pay</b> 136:17 152:2	<b>plaintiff's</b> 133:24 134:2, 16,18 167:16 178:16 182:6 186:22 187:3,6 231:24 232:4	<b>practical</b> 245:9	<b>problem</b> 230:21
<b>penalties</b> 202:2,4	<b>plan</b> 154:2	<b>practice</b> 124:13 129:17,19 189:14	<b>problems</b> 130:2 158:23 221:25 225:10,14,17 226:14 240:11 252:2
<b>people</b> 180:15 236:4 238:20, 22 248:17 249:25	<b>planning</b> 141:3 153:12,13 155:1,4 219:17	<b>practicing</b> 121:3	<b>procedural</b> 150:14
<b>percent</b> 212:17 216:22	<b>plans</b> 154:25	<b>predeceased</b> 132:18,24 133:3,5 135:8 136:9 144:11	<b>procedure</b> 150:17 251:2
<b>perfect</b> 175:11	<b>played</b> 241:1	<b>preference</b> 179:10 181:7	<b>proceed</b> 128:6 203:6 255:5
<b>perfectly</b> 224:22 239:25	<b>pled</b> 241:18	<b>preparation</b> 237:24	<b>proceedings</b> 120:3 243:23
<b>period</b> 202:13 208:15	<b>podium</b> 120:13, 14 185:25 206:7 224:15	<b>prepare</b> 149:7 160:12 190:25	<b>process</b> 251:2, 24 254:19
<b>perjury</b> 202:2,4	<b>point</b> 131:15 133:12 138:4 139:22 145:13 146:16 162:3 203:5 209:22 236:8	<b>prepared</b> 154:4, 5 160:15 177:8,12 190:23 193:2 203:18 238:19 252:13	<b>procured</b> 247:1, 3 248:5
<b>permitted</b> 236:11	<b>pointed</b> 162:12	<b>presence</b> 128:21 174:4 234:19 238:24 239:17 242:22,25 243:1	<b>procuring</b> 247:9
<b>person</b> 127:13 173:2 174:4 235:17,21,25 236:20	<b>points</b> 138:2	<b>present</b> 176:21, 22 238:22 244:25 246:18	<b>produce</b> 124:4 125:5 136:21 141:24 150:4, 20
<b>personal</b> 140:15 148:13 190:14 194:17 196:16 202:18 222:25 223:2,7 237:1	<b>poison</b> 165:8	<b>presented</b> 241:12 246:2	<b>produced</b> 139:14 148:14 173:2 174:23 176:22 235:15 236:24 250:10
<b>personally</b> 173:2 176:24 201:6 211:19 214:9 231:14 235:14,18,19 236:3,20,23 250:6	<b>police</b> 148:25	<b>presumed</b> 245:20,24	<b>producing</b> 137:2
<b>persuasive</b> 237:7 241:15	<b>policy</b> 154:17, 21,22 155:2,7	<b>presumption</b> 247:12,14,16	<b>production</b> 182:12 188:7 250:9
<b>pertinent</b> 230:23	<b>Pollock's</b> 122:17 125:22, 23 126:2		<b>professional</b> 220:21 221:5
<b>petition</b>	<b>portion</b> 227:13, 18		<b>proffered</b>

127:25 182:2 <b>Proof</b> 243:22 <b>proper</b> 230:13, 14 243:16 244:14 <b>properly</b> 148:6 172:23 192:13 193:7 234:19 236:3 248:17 252:24 254:9 <b>property</b> 202:18 203:20 231:1 245:7 <b>proponent</b> 243:25 <b>protect</b> 220:6 <b>prove</b> 246:23 <b>provide</b> 141:19 250:20 <b>provided</b> 135:4, 8 243:20 246:21 <b>proving</b> 245:20 <b>provision</b> 139:6 <b>psychiatrist</b> 158:17 222:14, 17 223:17 <b>psychiatrist's</b> 222:19 <b>psychologist-</b> <b>client</b> 223:14 <b>public</b> 169:3 <b>pulled</b> 197:11 <b>purport</b> 238:20 <b>purported</b> 241:5 <b>purposes</b> 125:24 129:10,11 132:19,23 133:5 135:5 136:8 229:4,13 <b>put</b> 123:4 134:11,13,14 136:1 144:15 151:17 168:18, 21 181:17,24 185:16 232:12 234:17 237:22 239:7 249:3 255:2,12,19 <b>putting</b> 181:20	<hr/> <b>Q</b> <hr/> <b>question</b> 122:5 123:10,19,21 125:15 127:19 133:1 136:4 137:13,18 139:7 141:8, 11,15 142:7 143:22 144:9, 15 145:8,9 146:13 147:23 148:2,12 151:2,10 152:9 155:19 156:20 159:19 161:12 163:13,14,19 164:7 165:13, 15 178:7 188:14 192:25 193:6 194:10, 19 199:18 200:21 201:22 204:2,4 207:6 209:8,11 211:4 213:2 215:2 218:6,7,13 220:12,14 224:1 225:13 226:8,10 227:16,17 229:11 233:17 234:23,24 239:19 241:23 256:7 <b>questioning</b> 134:19 142:10 156:5 <b>questioning's</b> 195:24 <b>questions</b> 120:15 121:11, 14 127:14 141:13 146:20 150:12 152:3, 20 154:13 160:7 163:2 170:3 180:22 182:23 183:1 186:18 194:7 204:19 208:14 209:2,21	213:13 221:12 224:18 249:6, 16,18 <b>quick</b> 126:7 178:4 <b>quickly</b> 227:16 <b>quote</b> 245:3 <hr/> <b>R</b> <hr/> <b>raise</b> 247:12, 13,16 <b>raised</b> 233:17 234:24 <b>ranting</b> 142:5 <b>rapidly</b> 186:19 <b>read</b> 130:7 133:10,11,13, 14 135:2 144:10 159:10 161:5,11 178:2 200:24,25 227:12,13,18 235:11 255:14 <b>reading</b> 136:18 161:7,10 <b>reads</b> 178:12 <b>ready</b> 120:4 180:21 252:15 <b>real</b> 126:7 142:1 178:4 253:9 <b>realize</b> 249:1 <b>Realty</b> 153:8 <b>reask</b> 137:17 <b>reason</b> 138:7 184:9 206:11 215:19 216:8 219:16,18,21, 25 222:22 237:8,9 240:22 246:17 <b>reasons</b> 222:16 230:22,23 247:19 <b>rebuttal</b> 231:23 254:23 255:11 <b>recall</b> 122:3 126:3 131:1 132:3 142:20 146:25 154:9	161:20 168:8, 11 173:13 188:5 196:8 222:12 228:8, 19,21 229:2 <b>receive</b> 182:4 <b>received</b> 161:2 186:22 187:6 198:19,23 248:25 <b>recently</b> 248:7 <b>receptacle</b> 157:22,24 <b>receptacles</b> 158:2 <b>recess</b> 180:18 256:8 <b>recite</b> 242:18 <b>record</b> 130:8 133:16 134:4 161:5,8 170:24 180:25 206:4, 14 227:13,18 235:5 239:13 254:25 255:1 <b>records</b> 188:10 <b>recusal</b> 255:12 <b>recuse</b> 256:3 <b>redirect</b> 188:20,22 216:25 217:1 <b>refer</b> 125:25 183:21 242:10 <b>referenced</b> 154:17,21 <b>referral</b> 142:17 <b>referred</b> 187:5 <b>referring</b> 122:10 124:22 125:2 130:12 166:2,4 183:4 228:20 <b>refers</b> 246:7 <b>reflect</b> 206:4 218:4 238:16 <b>regard</b> 234:24 245:12 246:3, 21 <b>reheard</b> 252:19 <b>rejected</b> 192:10,11
--	---	---	---

<b>relation</b> 169:9	<b>represent</b> 250:18	<b>restated</b> 176:20 233:7	162:19 163:10
<b>relationship</b> 215:16 245:7 246:25 247:11	<b>representation</b> 252:3	<b>resume</b> 120:4 180:21	164:6,23 165:4,10 166:8,22 167:2 169:5,11 170:23 171:20, 22 173:4,10,17 174:11,14,25 177:2,23 179:15 181:5, 10,16 182:5,9 183:18 184:11 185:19,23 186:24 187:1, 25 188:11,15, 21,23 190:6,9 192:22 193:10, 13 195:20,23 196:12,22 197:9,14 198:11 199:16 201:1,10,12,17 203:12,22,24 204:14,19 205:6 206:6 208:1,3,7 210:11 212:3, 5,21 213:15,17 216:23 217:6 218:3,10,17 219:9,22 220:10,23 221:6,17 223:3,10 224:14 225:12, 19 226:4 228:7,23 229:5,22 230:1,2,10,13, 23 231:25 232:5,9 234:8, 12 242:14 248:19,21 249:1 251:13 252:6 253:17 255:15
<b>relevance</b> 123:17 147:2, 20,22 148:4 149:1 150:21 164:23 165:4, 10 166:22 167:2 171:20 196:12,22,23 197:1,4 201:1, 12,17 210:11 218:17,18 225:12,19 228:7,10,11,23 229:5,6	<b>representative</b> 140:15 148:14 149:24 190:14 194:17 196:16 231:18	<b>retain</b> 123:11, 20	
<b>relevancy</b> 135:16 136:11 150:6 151:23 155:8 204:14	<b>represented</b> 148:17 250:14, 15	<b>retained</b> 189:12 207:17 209:8 210:22,23 214:5	
<b>relevant</b> 136:1, 2 150:22 162:1,14 200:10 212:25 213:3 220:15 221:7,11 233:1 237:25 242:15, 19	<b>representing</b> 141:23 148:6 219:20 253:7	<b>retainer</b> 147:19,23 148:3	
<b>relieve</b> 130:11	<b>request</b> 255:12	<b>rethink</b> 146:22	
<b>rely</b> 234:10	<b>requested</b> 170:24	<b>retired</b> 125:7, 10	
<b>relying</b> 249:23 254:5	<b>requests</b> 253:5	<b>returned</b> 240:18	
<b>remain</b> 123:2	<b>require</b> 200:3, 14	<b>review</b> 164:5	
<b>remaining</b> 179:23,25 248:1 253:3	<b>required</b> 244:8	<b>revocation</b> 244:23	
<b>remember</b> 131:6 180:17 197:10 228:1	<b>requirement</b> 235:10	<b>revoke</b> 203:8	
<b>remind</b> 137:22	<b>requires</b> 243:10	<b>Rick</b> 169:3,21, 24	
<b>reminding</b> 208:13	<b>requiring</b> 124:20	<b>rights</b> 200:24 254:19	
<b>removal</b> 251:24	<b>requisites</b> 246:13	<b>robert</b> 120:9 188:22 206:25 232:23 235:14	
<b>repeat</b> 138:8 143:18,21,25 211:16	<b>rescheduled</b> 252:19	<b>role</b> 212:24 241:1	
<b>replacement</b> 125:13	<b>reserve</b> 242:2	<b>roles</b> 147:5,10	
<b>reporter</b> 206:10 227:14,19	<b>resigned</b> 124:24	<b>Roman</b> 184:2	
	<b>resolve</b> 209:22	<b>Rose</b> 120:12 122:4 123:13, 17 124:5,19 126:16,19,25 127:9,16 128:4 130:7 133:7,16 134:9 135:16, 21 136:11 137:9 138:21 140:2,21 143:15 144:18 145:24 146:4 147:2,20 148:21 149:1, 5,8,16,20 150:6,21 151:12 155:8, 14 156:3,18 157:9 158:4,7 160:23 161:25	
	<b>respect</b> 147:25 242:16,20 243:6 244:13 245:14 246:4, 9,14 247:18		
	<b>respective</b> 135:7 161:17		
	<b>responded</b> 141:15 219:10		
	<b>responding</b> 151:20		
	<b>responsible</b> 194:4		
	<b>rest</b> 193:13 231:21,22 242:2 255:10		
			<b>roundabout</b> 153:16
			<b>row</b> 194:8
			<b>Rubin</b> 142:23
			<b>Ruffin</b> 142:24
			<b>rule</b> 136:3 217:10 219:4,5

249:16 251:1, 10,18 <b>ruled</b> 136:2 256:15,19 <b>rules</b> 211:13 216:17 252:21, 22,23 255:4,6 <b>ruling</b> 197:24 216:13 256:16 <b>running</b> 209:17 <b>Ryan</b> 146:25	<b>self-proving</b> 168:25 233:13, 14,18 236:21 239:24 243:6, 8,14 244:6,12 <b>send</b> 132:5,10, 12 240:14 <b>sending</b> 155:25 <b>sentence</b> 227:11 235:12,17 244:15,17,19 <b>separate</b> 157:17 203:17 <b>September</b> 194:3 200:21 <b>sequence</b> 184:3, 23 <b>sequences</b> 177:17 <b>serve</b> 149:23 <b>served</b> 125:11 147:9,11,13 148:19,24 <b>session</b> 179:21 180:19 255:13 <b>set</b> 229:24 238:2,4 <b>setting</b> 251:4 <b>settled</b> 202:10 <b>sharp</b> 239:10 <b>shenanigans</b> 240:11 <b>sheriff</b> 166:19, 25 186:14 <b>shine</b> 255:18 <b>Shirley</b> 133:20 136:22 138:12, 15,18,20 139:10,12,25 140:12,17 145:4,12 155:12 157:3, 12,15,19 158:6 163:8,25 166:12 167:15 177:7 184:6,7, 17 189:12 194:17 195:2, 16,18 196:6, 15,18 203:7 232:19 238:17 239:19,25	241:22 245:23 252:16 <b>Shirley's</b> 126:15 132:17 140:15 144:17, 23 146:3 148:15 151:12, 13,16 157:22, 24 168:3 194:13 195:14 202:11 207:5,9 234:22 241:3 251:17 <b>short</b> 179:20 183:9 <b>show</b> 120:16 126:21 127:14, 15,18 138:3 179:17 181:13 182:1 190:21 236:15,25 <b>showed</b> 131:7 170:16 181:23 <b>showing</b> 246:2 <b>shown</b> 128:3 248:16 <b>Si</b> 129:22 130:23 131:19, 25 132:4,7 139:4 142:19 166:13 194:24, 25 195:1,3 200:5,7 229:8 245:23 <b>Si's</b> 144:14 161:15 173:16 200:4 <b>sic</b> 125:6 207:8 229:3 250:3 <b>side</b> 126:22 151:5,6 180:3 181:24 182:1 193:16 198:7 230:15 231:24 232:4 242:5 247:23 252:22 <b>sides</b> 180:7 <b>sign</b> 128:24 129:4,6,12 158:25 167:24 190:14,24 191:8 199:15,	20 200:11,20 214:16 238:6, 20 242:21,24 <b>signature</b> 129:5,6,7,13, 14,16 167:10, 14,21,23 168:1 170:7,8,13 171:5,10,12,13 172:18,21 174:22 176:13, 15 182:15 190:17,18 191:2,14 193:1 200:4,14 243:13 <b>signatures</b> 175:15 219:15 <b>signed</b> 128:20 129:7,8 158:12 165:18 166:14 168:11 189:25 191:5,6,9,12, 22,23 192:2, 13,24 196:20 199:20,22 200:5,6,7,8,9, 10,12,19 202:5 214:13 216:9, 11 221:23 232:20 233:9 234:18 235:24 238:19,23 239:23 240:21 246:11 249:25 250:4,24 <b>significant</b> 146:16 <b>signing</b> 159:5 239:16 <b>silent</b> 236:19, 22 <b>similar</b> 128:23 172:14 175:8, 12,19,21,23 176:7 <b>Simon</b> 135:6 145:16,17 146:2 149:20 150:19,20 157:7 158:11 161:16 163:25 165:18 166:1
<hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <b>sad</b> 240:13 <b>safe</b> 123:4 170:15 189:16, 20,21 <b>sake</b> 215:12,14 <b>satisfactory</b> 236:24 237:2 <b>satisfying</b> 247:14 <b>save</b> 192:7 <b>SB</b> 128:13,16, 17,18,19,22 <b>scan</b> 158:20 <b>scenario</b> 211:15 238:25 <b>scheduled</b> 251:9 252:17 <b>school</b> 143:3,6, 9 <b>scope</b> 226:5 <b>scoring</b> 138:2 <b>Scott</b> 169:21 <b>Scott's</b> 169:3, 24 <b>screw</b> 249:18 <b>seat</b> 233:25 234:6 <b>SEC</b> 248:6 249:4 253:2 <b>secret</b> 181:24 <b>section</b> 144:10 243:21 <b>seeking</b> 223:21 <b>seize</b> 248:14 <b>self-proved</b> 237:7			



169:2 173:24 176:21 189:12, 25 190:10,13, 17,24 191:2 192:2,13,24 193:5 194:2, 13,16,20 195:4,5,9,10, 17 196:10 199:25 201:15 202:6 203:10, 20 232:21 233:3 235:18 238:9,10,17 239:8,15 241:22 251:7,8 252:4,14,18	<b>So.2d</b> 245:4,18 246:22 <b>sole</b> 145:20 157:4,5 202:20 249:23 <b>solitary</b> 175:25 <b>solve</b> 226:14 <b>somebody's</b> 152:3 <b>Sony</b> 143:4 <b>sort</b> 237:6 240:13 <b>sought</b> 244:23 <b>sound</b> 165:20 <b>sounds</b> 196:8 <b>spacing</b> 185:10 <b>Spallina</b> 120:9, 11 182:12 188:22 193:18, 22 194:2 207:11 208:3 213:25 214:15 215:23 216:1 232:23 235:14 237:14,23 238:2 244:16 245:11 246:12, 13 249:4,12 250:4 254:12	<b>spouse</b> 135:8 <b>spouse's</b> 203:9 <b>stack</b> 256:12 <b>stamp</b> 188:3,6 <b>stand</b> 120:12 206:11 208:13 248:8 <b>stands</b> 236:5 <b>stapled</b> 127:1 <b>star</b> 254:3 <b>start</b> 175:19 <b>started</b> 143:20 169:21 180:5 232:18 <b>starts</b> 134:25 <b>state</b> 129:20 130:23 131:5 133:1 151:4 158:10 174:13, 23 203:4 206:14 224:21 226:7 228:12 229:8,16 233:22 244:5 250:13 <b>stated</b> 121:5 138:10 139:13 170:24 197:15 217:3 226:13 229:2 <b>statement</b> 202:1 253:1 <b>statements</b> 151:21 250:2 <b>states</b> 161:15 202:6 <b>stating</b> 132:7 166:14 200:24 231:14 <b>status</b> 251:6,9 253:9,10,16 <b>statute</b> 236:14, 16 237:1 242:15 244:5, 15 <b>statutes</b> 242:10 244:8 <b>statutory</b> 243:21 <b>stay</b> 206:6,8 209:18	<b>step</b> 193:12 204:20 224:15 237:18 241:10 <b>steps</b> 210:15 <b>stop</b> 135:11 151:4 156:21 220:14 252:10 <b>story</b> 195:13 240:13 <b>straight</b> 180:25 <b>straighten</b> 179:20 <b>stress</b> 130:5, 10,11,12 131:14 159:6 225:18,23 <b>strike</b> 192:23 <b>struggling</b> 162:13 <b>Stuart</b> 206:18, 23 <b>stuff</b> 137:25 146:11 151:7 162:17 219:4 <b>subject</b> 223:10 254:10 <b>submit</b> 160:5,17 179:8,11 244:2,11 247:10,20 252:23 <b>submitted</b> 142:3 147:16 191:25 240:16 242:13 245:15 248:11 249:21 250:24 <b>submitting</b> 192:1 <b>subscribing</b> 239:17 <b>Subsection</b> 242:24 243:23 244:18,20 <b>substantial</b> 236:6,15 247:16 <b>successor</b> 192:5,6 194:5, 16,21 195:1,3, 7,11 196:16 <b>sued</b> 250:17 253:6
<b>Simon's</b> 153:12 154:2 158:10, 13 162:22 173:19 188:25 202:25 223:6 229:15 231:15 234:25 235:2, 3,6,7 251:9,16 <b>simple</b> 211:4 <b>simply</b> 237:2 239:13 <b>single</b> 175:25 <b>sinks</b> 183:5 <b>sir</b> 123:22 128:4 183:11 186:15 193:12 216:23 231:25 233:25 255:19 <b>sister</b> 227:5 233:22 <b>sisters</b> 214:19 240:25 <b>sit</b> 211:11 212:15 <b>sitting</b> 125:12 205:19 216:2 <b>skills</b> 256:24 <b>skipping</b> 184:4 <b>sky</b> 169:19 <b>slightly</b> 234:15 <b>slogged</b> 237:10 <b>slogging</b> 237:11,15 <b>small</b> 230:20	<b>Spallina's</b> 207:1 241:14 243:3 244:3 245:22 <b>speak</b> 161:11 167:22 224:17 232:6 <b>speaking</b> 129:24 <b>special</b> 154:2, 12 <b>specific</b> 123:10 148:1 245:13 246:10 <b>specifically</b> 215:7 <b>speed</b> 198:11 <b>spend</b> 240:6 <b>spoke</b> 131:11 149:10 173:21 <b>spoken</b> 149:4 <b>spot</b> 163:21 214:1		

<b>suffer</b> 224:8	203:14,25	<b>terms</b> 253:25	250:13 251:19
<b>suffering</b> 222:6,11	204:3,17 212:7	<b>Tescher</b> 142:23	252:15 254:16
<b>sufficient</b> 236:7 239:5	219:23 220:24	147:6 160:16	<b>thinks</b> 212:24
<b>suggest</b> 212:13	225:20 228:24	182:12 207:11	220:15 221:8,
238:16,18	248:23 249:5	208:2 213:25	9,10
246:19 247:2,6	<b>swiftly</b> 242:3	215:22 237:13	<b>thought</b> 150:15
<b>suggesting</b> 164:2	<b>sworn</b> 152:25	<b>Tescher's</b> 189:7	162:10 202:23
<b>support</b> 150:5	201:25 202:1	<b>test</b> 165:8	231:2 255:3
<b>supposed</b> 129:4	205:22 235:13	<b>testamentary</b>	<b>threaten</b> 200:23
162:10 176:18	<b>T</b>	193:8 239:14,	<b>three-page</b>
188:9 199:3	<b>Tab</b> 179:3,4	16 241:19,21	181:16 191:1
250:15	183:10 190:7	244:13 245:3,5	<b>thrown</b> 211:13
<b>Supreme</b> 233:21	<b>taking</b> 225:8	246:7,11,14	<b>tied</b> 152:8
234:14 236:9	232:7	<b>testator</b> 234:20	<b>time</b> 123:4
<b>surprise</b> 231:17	<b>talked</b> 131:23,	238:23 242:21,	127:4,24 130:3
<b>Surprised</b> 189:9	24 137:4 166:5	25 243:11	133:12 134:10,
<b>surrendered</b> 120:25	216:6 226:22	<b>testator's</b>	14,15 142:22
<b>survive</b> 203:20	232:18	243:13 245:8	151:8 158:13,
<b>survived</b> 202:16	<b>talking</b> 125:14	<b>testatrix</b>	23,25 159:4
204:10	126:24 130:16	243:12	162:7 172:3
<b>surviving</b> 202:22	146:25 195:14	<b>testified</b>	175:14 176:11
<b>survivor</b> 135:8	198:9 203:2	129:20 146:9	179:19 180:6,8
157:4	223:4 248:21	188:11 205:23	186:19 187:21
<b>sustain</b> 148:9	<b>tangible</b> 202:18	216:1 237:23	192:24 193:13
197:6 209:16	<b>technically</b>	239:10 246:13	196:3,11
217:14 219:3	253:15	<b>testify</b> 198:2	204:9,11 205:1
220:16 225:15	<b>ted</b> 131:17,18	244:16	208:15,22
228:15 229:17	132:2,14,18,24	<b>testifying</b>	209:17 213:8
231:16	133:2 135:6	206:5	218:14 219:2
<b>sustained</b> 124:7	136:8 140:11,	<b>testimony</b>	225:5 228:4
133:9 135:17,	14 142:18	149:19 154:1	230:7 231:6
23 136:13	144:7,11,16,23	176:1 235:3,22	232:2,5,15
140:3 143:16	147:12 161:17	237:21,22	241:9 246:8
144:20 145:25	191:21 194:4,	238:21 239:3,	251:23 254:14,
147:3 149:2,17	22,23,24,25	20 241:14	20
150:7 151:10	195:1,2,4,5,10	243:3 244:3	<b>times</b> 138:1
155:9 156:19	196:15 203:10	245:10,11,22	142:9 149:4,10
157:10 158:8	205:2,14,21	246:9 249:24	171:23 189:12
164:24 165:5,	206:2,15,25	<b>that'll</b> 152:20	201:19 246:13
11 166:9,23	211:5 213:16	160:25 175:20	<b>title</b> 153:18
167:3 169:6,12	217:1 221:23	198:20 234:6	<b>titled</b> 243:22
174:15,18	240:24 251:24	<b>Theodore</b>	<b>today</b> 124:12
175:1 177:4	252:2	206:18,23	133:18 136:1
183:20 185:21	<b>Ted's</b> 140:17	<b>thing</b> 126:24	149:15,20
188:16 192:21	145:5	127:13 131:3	150:5 152:16
195:22 196:13	<b>telephone</b>	173:14 175:10	176:1 187:21
201:2,11,13	130:17 141:18	196:2	211:11,19
	238:9	<b>things</b> 127:1	212:15 213:11,
	<b>ten</b> 233:8	138:8 156:21	21 214:22
	247:5,7	159:20 198:11	217:4,9,17
		213:18 248:22,	218:15 221:10
		24 249:8	244:3,16,24
			245:16,22

246:3 247:2,7	158:1,2,6,11	247:5,8	212:12,13
248:3 249:13	163:8,25	<b>un-notarized</b>	213:23 214:9
250:1,10,14,21	166:16 167:15	240:20	216:9,14
253:16 256:16	168:3,24 169:2	<b>uncontroverted</b>	218:12,14
<b>told</b> 131:25	173:19 176:17,	232:22 243:2	219:10 233:12,
132:7 180:4	19 177:7,15	244:4 245:12	15,16 240:9
214:20,23	184:6,17	<b>uncredible</b>	241:8,21 245:1
220:13	189:14 192:25	250:3	247:21 252:5
<b>top</b> 168:19,22	207:1,5,8,9	<b>understand</b>	<b>validate</b> 149:14
<b>tortured</b> 240:13	209:25 210:5	127:6 156:1	210:16 211:5
<b>total</b> 141:25	232:19,21	189:23 194:19	217:8 219:21,
149:19	233:6 234:25	201:21 207:6	25 220:7 241:6
<b>totality</b> 238:15	235:7 241:3	234:5 241:12	248:6 249:11
<b>touched</b> 137:15	247:1 249:14	245:6	250:1 254:6,8
<b>Traci</b> 167:20	250:16,17,22	<b>understanding</b>	<b>validated</b>
<b>track</b> 209:17	251:17 252:14	142:1 163:12	211:12 212:10
<b>trading</b> 248:8	253:6	211:17 255:6	217:4 220:21
<b>transcript</b>	<b>trustee</b> 145:18	<b>understands</b>	221:3,5,8
224:3 251:13	147:13 195:1,3	189:24	<b>validation</b>
<b>transmitted</b>	207:10,17	<b>undertake</b>	245:16
138:14	208:3 209:3	192:17	<b>validity</b> 135:19
<b>trial</b> 146:9	210:15,25	<b>undisputed</b>	137:12 151:19
162:20,23	211:20 212:20	238:21 239:21	162:6,11
180:4,8,11	213:6 216:15	<b>undue</b> 246:16,	169:14 170:2
188:25 237:9	220:5,18 221:3	21,23 247:13,	208:25 210:19,
251:8,10,17	250:6,15,17,22	17	24 212:16
252:9,12,17	252:5	<b>unfortunate</b>	217:17,19
254:18	<b>trusts</b> 122:11	240:23	218:15,22,25
<b>trouble</b> 141:25	131:13 132:2,9	<b>ungenuine</b>	219:5 229:7,14
226:13	147:6 151:19	241:25	243:18,24
<b>true</b> 139:11	152:8,18	<b>unhappy</b> 131:8	252:25 253:22,
229:23 238:17	153:23,25	<b>unlike</b> 129:2	24
<b>trust</b> 121:7	157:7 165:25	236:1	<b>validly</b> 139:9
122:8 126:15	169:10 194:6	<b>unrebutted</b>	<b>vault</b> 189:15
129:3,11	210:6 211:20	241:16	<b>vaults</b> 215:23
132:22 133:6,	216:1,5 246:19	<b>upheld</b> 157:3	216:2
20 135:5,13,20	<b>turn</b> 122:1	239:18 241:20	<b>version</b> 138:25
136:22,24	124:17,25	<b>uphold</b> 241:17	<b>view</b> 189:7
137:2,7	188:9	<b>usual</b> 129:22	241:10 251:11
138:12,16,18,	<b>turned</b> 124:16,		<b>viewed</b> 236:14
20,25 139:10,	21		<b>violated</b> 251:19
12,25 140:12,	<b>two-by-four</b>		<b>violates</b>
17,18 141:25	172:3		251:10,18
144:5,17,23,25	<b>type</b> 122:18		<b>virtue</b> 202:21
145:1,3,4,10,	<b>typical</b> 168:17		<b>vivid</b> 253:12
12,19,20	<b>typically</b>		<b>Volume</b> 120:3
146:3,7 148:15	175:11 189:20		
149:14 150:2,			
20 152:12			
155:3,12 156:2			
157:6,13,15,			
17,19,23,24			
	<b>U</b>		
	<b>ultimately</b>		
	132:4 139:4		
		<b>v</b>	
		<b>vague</b> 141:20	
		<b>valid</b> 137:2,5,6	
		138:20 139:9	
		140:18 141:1	
		152:19 155:13	
		162:2,3,12	
		184:6,17,20	
		188:24 189:4	
		191:22 211:14	
			<b>W</b>
			<b>W-e-i-h-e</b>
			245:18



<p><b>wait</b> 217:10 255:25</p> <p><b>waiver</b> 130:8 166:13 189:24 190:10,14,22 191:8,11,19,21 192:1 199:8</p> <p><b>waivers</b> 166:13, 14 197:4</p> <p><b>walk</b> 120:16</p> <p><b>walking</b> 197:17</p> <p><b>wanted</b> 121:13 222:23,25 223:4 226:19 230:7 231:2 250:13 256:3</p> <p><b>warned</b> 223:13</p> <p><b>warning</b> 156:24</p> <p><b>waste</b> 151:8 162:7</p> <p><b>wasted</b> 162:5</p> <p><b>wealth</b> 233:8</p> <p><b>weekend</b> 214:6</p> <p><b>weeks</b> 158:10 173:19</p> <p><b>Weihe</b> 245:17</p> <p><b>whatsoever</b> 216:12 219:16</p> <p><b>Whichever</b> 216:17</p> <p><b>wife</b> 126:8 224:22</p> <p><b>will's</b> 170:15</p> <p><b>wills</b> 131:13 146:8 151:19 152:8,18 169:10 189:11 194:6 203:9 233:15 242:16 245:1 246:19</p> <p><b>Wilmott's</b> 245:4</p> <p><b>win</b> 237:7</p> <p><b>winding</b> 153:3</p> <p><b>wisely</b> 180:6</p> <p><b>wishes</b> 144:14 156:16 157:3,7 233:4 239:12, 22</p> <p><b>withdrawn</b> 226:9</p> <p><b>withdrew</b> 121:2</p>	<p><b>witnessed</b> 180:16 214:15</p> <p><b>witnesses</b> 153:2 171:14 180:1, 15 205:8,9,11 231:19 234:19 238:23 239:17 241:13 242:23, 24 243:12</p> <p><b>word</b> 158:3 235:11</p> <p><b>words</b> 163:23 185:17 254:6</p> <p><b>work</b> 141:13 143:4 181:5 196:3</p> <p><b>worked</b> 176:24 181:8</p> <p><b>working</b> 180:23</p> <p><b>worth</b> 149:19</p> <p><b>wrangled</b> 253:15</p> <p><b>wrangling</b> 253:11</p> <p><b>write</b> 137:25 138:7 164:17</p> <p><b>writing</b> 138:1,4 229:2 242:17 255:2,13,19</p> <p><b>written</b> 161:18 201:18 203:17 213:9 235:9 255:22 256:3,9</p> <p><b>wrong</b> 179:13 192:1 240:14 253:15</p> <p><b>wrote</b> 130:8 211:8 221:19 229:12 231:14</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>Yates</b> 136:24 137:8 139:13, 15,17,18 140:1,19 144:6 148:25 155:11 156:7</p> <p><b>year</b> 200:22</p> <p><b>years</b> 125:7 143:1 155:3 224:23 225:7</p>	<hr/> <p style="text-align: center;"><b>Z</b></p> <hr/> <p><b>zip</b> 122:18,21</p>
---	--	---

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

CASE NO.: 502012CP004391XXXXNB IH

**CERTIFIED COPY**

IN RE:

ESTATE OF SIMON L. BERNSTEIN,  
Deceased.

---

TRANSCRIPT OF PROCEEDINGS BEFORE  
HONORABLE JOHN L. PHILLIPS

DATE: September 1, 2016

TIME: 8:44 a.m. - 8:50 a.m.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

APPEARING ON BEHALF OF WILLIAM E. STANSBURY:

PETER M. FEAMAN, P.A.  
3695 BOYNTON BEACH BOULEVARD, SUITE 9  
BOYNTON BEACH, FL 33436  
By: PETER M. FEAMAN, ESQ.

APPEARING ON BEHALF OF TED BERNSTEIN:

PAGE, MRACHEK, FITZGERALD ROSE  
KONOPKA & DOW, P.A.  
505 SOUTH FLAGLER DRIVE, SUITE 600  
WEST PALM BEACH, FL 33401  
By: ALAN B. ROSE, ESQ.

BE IT REMEMBERED, that the following  
proceedings were taken in the above-styled cause before  
the Honorable JOHN L. PHILLIPS, at the Palm Beach County  
Courthouse, 3188 PGA Boulevard, Courtroom 3, in the City  
of Palm Beach Gardens, County of Palm Beach, State of  
Florida, on September 1, 2016, to wit:

1 P-R-O-C-E-E-D-I-N-G-S

2 - - - -

3 THE COURT: Good morning.

4 MR. ROSE: Mr. O'Connell is not here, but  
5 he's in agreement on the two motions that I filed.

6 THE COURT: All right. So these are agreed  
7 orders?

8 MR. ROSE: No, Mr. Feaman has objections, I  
9 think.

10 THE COURT: All right. Well, let me take a  
11 look at what the motions are and I'll figure out  
12 what to do.

13 MR. ROSE: Okay. The easier one first.

14 THE COURT: Easy is good.

15 MR. ROSE: There's two trusts and two  
16 estates. We sold some real estate. And there was  
17 some personal property in the house -- in the  
18 condo when it was sold. Technically, it was owned  
19 by the Estate of Simon Bernstein, even though it  
20 was in the house that was in the trust -- just  
21 because of the way it was set up. So the deal was  
22 we could sell it and we would even up later. So  
23 we had everything appraised. And we have a motion  
24 that Mr. O'Connell, the PR, and Mr. Bernstein, as  
25 the trustee, have agreed to on the amount of the

1 even up. So we have a motion in both cases to  
2 even up and pay \$12,704 from the Shirley Bernstein  
3 trust to the Simon Bernstein estate.

4 THE COURT: Okay. Let me take a look at what  
5 you've got, and then I'll hear from the other  
6 side.

7 MR. ROSE: Okay. This is the motion and the  
8 order in the trust. And Mr. O'Connell suggested  
9 we file the same motion with the same order in  
10 estate so we have covered both sides.

11 THE COURT: Okay. And what objection is  
12 there to the proposed order that would even up the  
13 distribution from the sale?

14 MR. FEAMAN: Good morning, Your Honor. Peter  
15 Feaman on behalf of William Stansbury.  
16 Mr. Stansbury is a claimant against the estate.  
17 You may recall he has a separate action pending in  
18 division AA against the estate for a significant  
19 claim.

20 We are glad, Your Honor, that this  
21 additional money is coming into the estate.

22 THE COURT: There you go.

23 MR. FEAMAN: Because that helps our position.  
24 And we're sorry, however, that the personal  
25 representative's representative is not here

1 because there are continuing issues about missing  
2 property in this estate, not just jewelry, that I  
3 mentioned last week. But the property that was in  
4 the condo was insured at the time of Shirley  
5 Bernstein's death for a hundred thousand dollars.

6 THE COURT: So you think that the personal  
7 representative may have ripped the place off?

8 MR. FEAMAN: Well, it was a previous  
9 representative. You heard Mr. Spalina testify in  
10 your court in a previous case in December, and  
11 Mr. Tescher, they had to resign as personal  
12 representatives. And Mr. O'Connell, who is the  
13 successor personal representative. So he wasn't  
14 around when all of this --

15 THE COURT: Can I ask you this?

16 MR. FEAMAN: Yes, sir.

17 THE COURT: Sounds like you think that  
18 somebody has been playing with the assets of the  
19 estates.

20 MR. FEAMAN: Yes, sir.

21 THE COURT: And diminishing the value of the  
22 estate that's available for your claim?

23 MR. FEAMAN: Yes, sir.

24 THE COURT: What does that have to do with  
25 the even-up order that I'm being asked to do today

1 which deals with whatever there was in the estate  
2 when the property was sold and the distribution to  
3 even things up was made? What does that have to  
4 do with this?

5 MR. FEAMAN: Yeah, that's why we're gratified  
6 that this money is coming. At least this part is  
7 coming into the estate.

8 THE COURT: Sounds like you've got something  
9 else you want to do to pursue your thoughts that  
10 there might have been fraud earlier. But does  
11 that have anything to do with this? Or are you  
12 okay with me signing this?

13 MR. FEAMAN: Not directly.

14 THE COURT: So you're okay with me signing  
15 this?

16 MR. FEAMAN: Yes, sir.

17 THE COURT: Okay. So we're good.

18 MR. ROSE: We're good. Ms. Lewis, we're  
19 good?

20 Well, this is easier than I thought.

21 Okay. Well, thanks.

22 It will be interesting to see how that  
23 other issue works out. I mean, I understand  
24 your concerns about other things. But as far  
25 as the even up goes, we'll -- everybody will be

1 happily approving that.

2 MR. FEAMAN: I have not -- don't think I've  
3 seen the order that you're signing, but...

4 THE COURT: Here's what it says: The motion  
5 is granted. The Shirley trust will pay the  
6 personal representative of Simon's estate \$12,457  
7 for the sold personal property. And there will be  
8 no further or outstanding obligations between  
9 these parties.

10 Then the other -- kind of a mirror image  
11 of what I just read. The motion is granted;  
12 the Shirley trust will pay the personal  
13 representative of Simon's estate \$12,457 for  
14 the sold personal property. And there will be  
15 no further or outstanding obligations between  
16 those parties.

17 MR. FEAMAN: Yes, sir.

18 THE COURT: So that leaves open the issues  
19 that you're concerned about.

20 MR. FEAMAN: Okay. Very good. Thank you.

21 THE COURT: Okay. Great. Good luck,  
22 everybody.

23 MR. ROSE: We had one other motion that -- I  
24 don't know -- again, limited opposition. Here's  
25 the motion and the order. But I can tell you in



1 30 seconds the motion.

2 Mr. Feaman's client has a lawsuit against  
3 the estate. The personal representative,  
4 Mr. O'Connell, has decided he wanted to retain  
5 my law firm because I've handled this  
6 litigation for a year and a half before his  
7 appointment. And he also wanted to appoint my  
8 client, Ted Bernstein, who's the trustee in the  
9 beneficiary of his estate as the administrator  
10 ad litem to oversee the defense of the case to  
11 save money. Because Ted will do it for free.  
12 He was an officer of the company. He's been  
13 defending the case when he was a party,  
14 although he's been released. And we're very  
15 concerned with the cost and expense. So having  
16 Mr. Bernstein serve as the administrator, he's  
17 the logical person to do it since he was a  
18 party. He was a partner in the business. He  
19 is the trustee of the --

20 THE COURT: Well, what's the problem?

21 MR. ROSE: Mr. Feaman's objecting to it. He  
22 wants to choose who defends the company against  
23 the claim -- who defends the estate in the claim  
24 that his client has brought against the estate.  
25 Mr. O'Connell and all the beneficiaries want it to

1 be as we've put it in the motion.

2 THE COURT: Okay. So what's the objection?

3 MR. FEAMAN: My position is being  
4 misrepresented, respectfully, by opposing counsel.

5 THE COURT: Okay.

6 MR. FEAMAN: My client does not want to  
7 choose who comes in as administrator ad litem. My  
8 client objects to the particular individual of Ted  
9 Bernstein coming in as administrator ad litem.

10 THE COURT: This is an evidentiary matter.  
11 So just set it for an evidentiary hearing and  
12 we'll figure it out. Or somebody else will figure  
13 it out.

14 MR. FEAMAN: Yes, sir.

15 MR. ROSE: Can we agree that the part that's  
16 unopposed would be that our firm can be retained  
17 by the estate? Because we want to get the  
18 litigation moving. And then we would defer the  
19 other part for an evidentiary hearing.

20 THE COURT: Is that okay?

21 MR. FEAMAN: I don't think, honestly, Your  
22 Honor, in candor with the court, that  
23 Mr. Stansbury could be in a position to take a  
24 position on that one way or the other as to who  
25 the estate wants to pick as counsel to defend them

1 in that lawsuit.

2 THE COURT: I agree with you. I agree with  
3 you.

4 MR. ROSE: The only other thing, unless  
5 Mr. O'Connell, who is not here, has any objection  
6 to that, I'll submit -- I'll revise the order and  
7 submit it to you.

8 THE COURT: Let me give this back to you so I  
9 don't get it mixed up and accidentally sign it. If  
10 you would send it in with just a short  
11 recollection letter so I won't forget.

12 MR. ROSE: And I'll circulate the proposed  
13 order that covers that to everybody before I  
14 submit it to Your Honor.

15 THE COURT: Okay. All right. Well, good  
16 luck.

17 MR. FEAMAN: Thank you, Your Honor.

18

19

20

21 (Thereupon, the proceedings were  
22 concluded at 8:50 a.m.)

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

THE STATE OF FLORIDA  
COUNTY OF PALM BEACH.

I, DAVID L. MARSAA, Professional Reporter,  
State of Florida at large, certify that I was  
authorized to and did stenographically report the  
foregoing proceedings and that the transcript is a  
true and complete record of my stenographic notes.

Dated this 7th day of September, 2016.



---

DAVID L. MARSAA, COURT REPORTER

	Bernstein 3:19,24 4:2,3 8:8,16 9:9	defend 9:25	
\$		defending 8:13	G
\$12,457 7:6,13	Bernstein's 5:5	defends 8:22,23	give 10:8
\$12,704 4:2	brought 8:24	defense 8:10	glad 4:20
3	business 8:18	defer 9:18	good 3:3,14 4:14 6:17,18, 19 7:20,21 10:15
30 8:1	C	diminishing 5:21	granted 7:5,11
8	candor 9:22	directly 6:13	gratified 6:5
8:50 10:22	case 5:10 8:10,13	distribution 4:13 6:2	Great 7:21
A	cases 4:1	division 4:18	H
a.m. 10:22	choose 8:22 9:7	dollars 5:5	half 8:6
AA 4:18	circulate 10:12	E	handled 8:5
accidentally 10:9	claim 4:19 5:22 8:23	earlier 6:10	happily 7:1
action 4:17	claimant 4:16	easier 3:13 6:20	hear 4:5
ad 8:10 9:7,9	client 8:2,8,24 9:6,8	Easy 3:14	heard 5:9
additional 4:21	company 8:12,22	estate 3:16,19 4:3,10,16, 18,21 5:2,22 6:1,7 7:6,13 8:3,9,23,24 9:17,25	hearing 9:11,19
administrator 8:9,16 9:7,9	concerned 7:19 8:15	estates 3:16 5:19	helps 4:23
agree 9:15 10:2	concerns 6:24	even-up 5:25	honestly 9:21
agreed 3:6,25	concluded 10:22	evidentiary 9:10,11,19	Honor 4:14,20 9:22 10:14, 17
agreement 3:5	condo 3:18 5:4	expense 8:15	house 3:17,20
amount 3:25	continuing 5:1	F	hundred 5:5
appoint 8:7	cost 8:15	Feaman 3:8 4:14,15,23 5:8,16,20,23 6:5,13,16 7:2, 17,20 9:3,6,14,21 10:17	I
appointment 8:7	counsel 9:4,25	Feaman's 8:2,21	image 7:10
appraised 3:23	court 3:3,6,10,14 4:4,11,22 5:6,10,15,17,21,24 6:8,14, 17 7:4,18,21 8:20 9:2,5,10, 20,22 10:2,8,15	figure 3:11 9:12	individual 9:8
approving 7:1	covered 4:10	file 4:9	insured 5:4
assets 5:18	covers 10:13	filed 3:5	interesting 6:22
B	D	firm 8:5 9:16	issue 6:23
back 10:8	deal 3:21	forget 10:11	issues 5:1 7:18
behalf 4:15	deals 6:1	fraud 6:10	J
beneficiaries 8:25	death 5:5	free 8:11	jewelry 5:2
beneficiary 8:9	December 5:10		
	decided 8:4		

	objection 4:11 9:2 10:5	property 3:17 5:2,3 6:2 7:7,14	short 10:10
<b>K</b>	objections 3:8	proposed 4:12 10:12	side 4:6
kind 7:10	objects 9:8	pursue 6:9	sides 4:10
	obligations 7:8,15	put 9:1	sign 10:9
<b>L</b>	officer 8:12		significant 4:18
law 8:5	open 7:18	<b>R</b>	signing 6:12,14 7:3
lawsuit 8:2 10:1	opposing 9:4	read 7:11	Simon 3:19 4:3
leaves 7:18	opposition 7:24	real 3:16	Simon's 7:6,13
letter 10:11	order 4:8,9,12 5:25 7:3,25 10:6,13	recall 4:17	sir 5:16,20,23 6:16 7:17 9:14
Lewis 6:18	orders 3:7	recollection 10:11	sold 3:16,18 6:2 7:7,14
limited 7:24	outstanding 7:8,15	released 8:14	Sounds 5:17 6:8
litem 8:10 9:7,9	oversee 8:10	representative 4:25 5:7,9, 13 7:6,13 8:3	Spalina 5:9
litigation 8:6 9:18	owned 3:18	representative's 4:25	Stansbury 4:15,16 9:23
logical 8:17		representatives 5:12	submit 10:6,7,14
luck 7:21 10:16	<b>P</b>	resign 5:11	successor 5:13
<b>M</b>	P-r-o-c-e-e-d-i-n-g-s 3:1	respectfully 9:4	suggested 4:8
made 6:3	part 6:6 9:15,19	retain 8:4	<b>T</b>
matter 9:10	parties 7:9,16	retained 9:16	Technically 3:18
mentioned 5:3	partner 8:18	revise 10:6	Ted 8:8,11 9:8
mirror 7:10	party 8:13,18	ripped 5:7	Tescher 5:11
misrepresented 9:4	pay 4:2 7:5,12	ROSE 3:4,8,13,15 4:7 6:18 7:23 8:21 9:15 10:4,12	testify 5:9
missing 5:1	pending 4:17		thing 10:4
mixed 10:9	person 8:17	<b>S</b>	things 6:3,24
money 4:21 6:6 8:11	personal 3:17 4:24 5:6,11, 13 7:6,7,12,14 8:3	sale 4:13	thought 6:20
morning 3:3 4:14	Peter 4:14	save 8:11	thoughts 6:9
motion 3:23 4:1,7,9 7:4,11, 23,25 8:1 9:1	pick 9:25	seconds 8:1	thousand 5:5
motions 3:5,11	place 5:7	sell 3:22	time 5:4
moving 9:18	playing 5:18	send 10:10	today 5:25
<b>O</b>	position 4:23 9:3,23,24	separate 4:17	trust 3:20 4:3,8 7:5,12
O'connell 3:4,24 4:8 5:12 8:4,25 10:5	PR 3:24	serve 8:16	trustee 3:25 8:8,19
objecting 8:21	previous 5:8,10	set 3:21 9:11	trusts 3:15
	problem 8:20	Shirley 4:2 5:4 7:5,12	
	proceedings 10:21		

<b>U</b>
understand 6:23 unopposed 9:16
<b>W</b>
wanted 8:4,7 week 5:3 William 4:15 works 6:23
<b>Y</b>
year 8:6

00001

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

4 IN RE: THE ESTATE OF:  
SHIRLEY BERNSTEIN,  
Deceased

5 \_\_\_\_\_/  
ELIOT IVAN BERNSTEIN, PRO SE,  
6 Petitioner,

vs.

7  
8 TESCHER & SPALLINA, P.A., (AND ALL PARTNERS,  
ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA  
(BOTH PERSONALLY & PROFESSIONALLY); DONALD  
9 R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY);  
THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL  
10 REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH  
PERSONALLY & PROFESSIONALLY); AND JOHN AND JANE  
11 DOE'S (1-5000),  
Respondents.

12 \_\_\_\_\_/  
13 TRANSCRIPT OF PROCEEDINGS  
14 BEFORE  
15 THE HONORABLE MARTIN H. COLIN

16 South County Courthouse  
17 200 West Atlantic Avenue, Courtroom 8  
18 Delray Beach, Florida 33344

19  
20 Friday, September 13, 2013  
1:30 p.m. - 2:15 p.m.

21  
22  
23  
24 Stenographically Reported By:  
JESSICA THIBAUT

25  
♀  
00002

1 APPEARANCES  
2  
3 On Behalf of the Petitioner:  
4 ELIOT IVAN BERNSTEIN, PRO SE  
2753 NW 34th Street  
5 Boca Raton, Florida 33434  
6



13 MR. MANCERI: But before I make my  
14 presentation, I would just like to apologize  
15 for Mr. Tescher's absence. He's out of town  
16 for the holiday.

17 THE COURT: Okay. Who are the PR's that  
18 you represent?

19 MR. MANCERI: Well, Shirley Bernstein  
20 there is no technically any PR because we had  
21 the estate closed.

22 THE COURT: Okay.

23 MR. MANCERI: And what emanated from  
24 Mr. Bernstein's 57-page filing, which falls  
25 lawfully short of any emergency, was a petition

♀

00024

1 to reopen the estate, so technically nobody has  
2 letters right now.

3 Simon Bernstein, your Honor, who died a  
4 year ago today as you heard, survived his wife,  
5 Shirley Bernstein, who died December 10, 2010.  
6 Simon Bernstein was the PR of his wife's  
7 estate.

8 As a result of his passing, and in attempt  
9 to reopen the estate we're looking to have the  
10 estate reopened. So nobody has letters right  
11 now, Judge. The estate was closed.

12 THE COURT: So you agree that in Shirley's  
13 estate it was closed January of this year,  
14 there was an order of discharge, I see that.  
15 Is that true?

16 MR. ELIOT BERNSTEIN: I don't know.

17 THE COURT: Do you know that that's true?

18 MR. ELIOT BERNSTEIN: Yes, I believe.

19 THE COURT: So final disposition and the  
20 order got entered that Simon, your father --

21 MR. ELIOT BERNSTEIN: Yes, sir.

22 THE COURT: -- he came to court and said I  
23 want to be discharged, my wife's estate is  
24 closed and fully administered.

25 MR. ELIOT BERNSTEIN: No. I think it

♀

00025

1 happened after --

2 THE COURT: No, I'm looking at it.

3 MR. ELIOT BERNSTEIN: What date did that  
4 happen?

5 THE COURT: January 3, 2013.

6 MR. ELIOT BERNSTEIN: He was dead.

7 MR. MANCERI: That's when the order was  
8 signed, yes, your Honor.

9 THE COURT: He filed it, physically came  
10 to court.

11 MR. ELIOT BERNSTEIN: Oh.

12 THE COURT: So let me see when he actually  
13 filed it and signed the paperwork. November.  
14 What date did your dad die?

15 MR. ELIOT BERNSTEIN: September. It's  
16 hard to get through. He does a lot of things  
17 when he's dead.

18 THE COURT: I have all of these waivers by  
19 Simon in November. He tells me Simon was dead  
20 at the time.

21 MR. MANCERI: Simon was dead at the time,  
22 your Honor. The waivers that you're talking  
23 about are waivers from the beneficiaries, I  
24 believe.

25 THE COURT: No, it's waivers of

♀

00026

1 accountings.

2 MR. MANCERI: Right, by the beneficiaries.

3 THE COURT: Discharge waiver of service of  
4 discharge by Simon, Simon asked that he not  
5 have to serve the petition for discharge.

6 MR. MANCERI: Right, that was in his  
7 petition. When was the petition served?

8 THE COURT: November 21st.

9 MR. SPALLINA: Yeah, it was after his date  
10 of death.

11 THE COURT: Well, how could that happen  
12 legally? How could Simon --

13 MR. MANCERI: Who signed that?

14 THE COURT: -- ask to close and not serve  
15 a petition after he's dead?

16 MR. MANCERI: Your Honor, what happened  
17 was is the documents were submitted with the  
18 waivers originally, and this goes to  
19 Mr. Bernstein's fraud allegation. As you know,  
20 your Honor, you have a rule that you have to  
21 have your waivers notarized. And the original  
22 waivers that were submitted were not notarized,  
23 so they were kicked back by the clerk. They  
24 were then notarized by a staff person from  
25 Tescher and Spallina admittedly in error. They

♀

00027

In Re\_ The Estate of Shirley Bernstein.txt  
1 should not have been notarized in the absentia  
2 of the people who purportedly signed them. And  
3 I'll give you the names of the other siblings,  
4 that would be Pamela, Lisa, Jill, and Ted  
5 Bernstein.

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 might have to  
12 be.

13 MR. MANCERI: Okay.

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

17 MR. MANCERI: April 9th, right.

18 THE COURT: April 9th, signed by him, and  
19 notarized on that same date by Kimberly. It's  
20 a waiver and it's not filed with The Court  
21 until November 19th, so the filing of it, and  
22 it says to The Court on November 19th, the  
23 undersigned, Simon Bernstein, does this, this,  
24 and this. Signed and notarized on April 9,  
25 2012. The notary said that she witnessed Simon

♀

00028

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

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 as the  
16 lawyer for the estate, yes. It did not come to  
17 my attention until Kimberly Moran came to me  
18 after she received a letter from the Governor's  
19 Office stating that they were investigating  
20 some fraudulent signatures on some waivers that  
21 were signed in connection with the closing of

In Re\_ The Estate of Shirley Bernstein.txt  
22 the estate.

23 THE COURT: What about the fact, counsel,  
24 let me see who signed this. Okay, they're all  
25 the same as to -- so let me ask this, I have a

♀

00029

1 document where Eliot, you're Eliot, right?

2 MR. ELIOT BERNSTEIN: Yes, sir.

3 THE COURT: Where you purportedly waived  
4 accounting, agreed to a petition to discharge  
5 on May 15th, and you signed that. Do you  
6 remember doing that? Do you remember that or  
7 not? I'm looking at it.

8 MR. ELIOT BERNSTEIN: I remember signing  
9 it and sending it with a disclaimer that I was  
10 signing it because my father was under duress  
11 and only to relieve this stress that he was  
12 being --

13 THE COURT: Well, I don't care -- I'm not  
14 asking you why you signed it.

15 MR. ELIOT BERNSTEIN: I also signed it  
16 with the expressed -- when I signed it I was  
17 coned by Mr. Spallina that he was going to send  
18 me all the documents of the estate to review.  
19 I would have never lied on this form when I  
20 signed it. It's saying that I saw and I never  
21 saw --

22 THE COURT: Let me ask you --

23 MR. ELIOT BERNSTEIN: I lied.

24 THE COURT: Did you have your signature  
25 notarized?

♀

00030

1 MR. ELIOT BERNSTEIN: No.

2 THE COURT: Kimberly Moran never signed or  
3 notarized his signature?

4 MR. MANCERI: Yes, your Honor, and that's  
5 been addressed with the Governor's office.

6 THE COURT: You need to address this with  
7 me.

8 MR. MANCERI: I am going to address it  
9 with you.

10 THE COURT: Here's what I don't understand  
11 because this is part of the problem here, is  
12 that Shirley has an estate that's being  
13 administered by Simon.

14 MR. MANCERI: Correct.

15 THE COURT: There comes a time where they

In Re\_ The Estate of Shirley Bernstein.txt  
16 think it's time to close out the estate.

17 MR. MANCERI: Correct.

18 THE COURT: Waivers are sent out, that's  
19 kind of SOP, and people sign off on that.

20 MR. MANCERI: Right.

21 THE COURT: And why are they held up for  
22 six months, and when they're filed it's after  
23 Simon is already deceased?

24 MR. MANCERI: They were originally filed  
25 away, your Honor, under the signature of the

♀

00031

1 people.

2 THE COURT: No, they weren't filed, that's  
3 the whole thing. I'm looking at the file date,  
4 filed with The Court.

5 MR. MANCERI: No, they were returned by  
6 the clerk because they didn't have  
7 notarization. We have affidavits from all  
8 those people, Judge.

9 THE COURT: Well you may have that they  
10 got sent up here.

11 MR. MANCERI: We have affidavits from all  
12 of those people.

13 MR. ELIOT BERNSTEIN: Including Simon?

14 THE COURT: Slow down. You know how we  
15 know something is filed? We see a stamp.

16 MR. MANCERI: It's on the docket sheet, I  
17 understand.

18 THE COURT: So it's stamped in as filed in  
19 November. The clerk doesn't have -- now, they  
20 may have rejected it because it wasn't  
21 notarized, and that's perhaps what happened,  
22 but if in the meantime waiting cured the  
23 deficiency of the document, two things happen  
24 you're telling me, one, Simon dies.

25 MR. MANCERI: Correct.

♀

00032

1 THE COURT: And when those documents are  
2 filed with the clerk eventually in November  
3 they're filed and one of the documents says, I,  
4 Simon, in the present.

5 MR. MANCERI: Of Ms. Moran.

6 THE COURT: No, not physically present, I  
7 Simon, I would read this in November Simon  
8 saying I waive -- I ask that I not have to have  
9 an accounting and I want to discharge, that

In Re\_ The Estate of Shirley Bernstein.txt  
request is being made in November.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MR. MANCERI: Okay.  
THE COURT: He's dead.  
MR. MANCERI: I agree, your Honor.  
THE COURT: Who filed that document?  
MR. MANCERI: Robert, do you know who  
filed that document in your office?  
MR. SPALLINA: I would assume Kimberly  
did.  
MR. MANCERI: Ms. Moran.  
THE COURT: Who is she?  
MR. MANCERI: She's a staff person at  
Tescher and Spallina.  
THE COURT: When she filed these, and one  
would think when she filed these the person who  
purports to be the requesting party is at least

♀

00033

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

alive.  
MR. MANCERI: Understood, Judge.  
THE COURT: Not alive. So, well -- we're  
going to come back to the notary problem in a  
second.  
MR. MANCERI: Okay.  
THE COURT: In the meantime, based upon  
all that I discharge the estate, it's closed.  
Here's what I don't understand on your  
side, you're representing yourself, but the  
rules still apply. You then file, Eliot  
Bernstein, emergency petitions in this closed  
estate, it's closed.  
MR. ELIOT BERNSTEIN: You reopened it.  
THE COURT: When did I reopen it?  
MR. MANCERI: No, it hasn't been reopened,  
your Honor.  
THE COURT: There's an order that I  
entered in May of 2013 denying an emergency  
petition to freeze assets. You filed this one  
in May. Do you remember doing that?  
MR. ELIOT BERNSTEIN: I believe so.  
THE COURT: And what you said was there's  
an emergency in May, you want to freeze the  
estate assets appointing you PR, investigate

♀

00034

1  
2  
3

the fraud documents, and do a whole host of  
other things, and the estate had been closed.  
The reason why it was denied among other

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

ADMINISTRATIVE ORDER NO. 3.203-9/08\*


IN RE: UNIFORM PRETRIAL PROCEDURES  
IN CIVIL ACTIONS

---

Pursuant to the authority conferred by Florida Rule of Judicial Administration 2.215, it is **ORDERED** as follows:

Pursuant to Rule 1.200, Florida Rules of Civil Procedure and Rule 2.545, Rules of Judicial Administration, the attached orders (except for the time deadlines) shall constitute the uniform pretrial orders for circuit court civil actions. Time deadlines may vary in the orders.

29 **DONE** and **ORDERED** in Chambers at West Palm Beach, Palm Beach County, Florida, this day of September, 2008.

  
Kathleen J. Kroll  
Chief Judge

\*supersedes admin. order no. 3.001-6/05

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

CASE NO.

Plaintiff,  
vs.

Defendant.  
\_\_\_\_\_ /

**ORDER SETTING JURY TRIAL AND  
DIRECTING PRETRIAL AND MEDIATION PROCEDURES**

**I. SCHEDULING**

This action is set for jury trial on the calendar beginning \_\_\_\_\_ at 9:45 o'clock a.m. **YOU MUST APPEAR AT 9:00 O'CLOCK A.M. ON FRIDAY, \_\_\_\_\_, IN COURTROOM \_\_\_\_\_, PALM BEACH COUNTY COURTHOUSE, 205 NORTH DIXIE HIGHWAY, WEST PALM BEACH, FLORIDA FOR THE JURY CALENDAR CALL.** (\_\_\_\_\_ days reserved).

The trial will be scheduled sometime during the calendar beginning \_\_\_\_\_, at a date and time to be provided at the calendar call, subject to the court's ordering a later case setting.

**II. UNIFORM PRETRIAL PROCEDURE**

A. On the last business day no later than **120 DAYS PRIOR TO CALENDAR CALL**, the parties shall exchange lists of all trial exhibits, names and addresses of all trial witnesses, and names and addresses of all expert witnesses.

B. On the last business day no later than **60 DAYS PRIOR TO CALENDAR CALL**, the parties shall exchange lists of names and addresses of all rebuttal witnesses.

C. In addition to names and addresses of each expert retained to formulate an expert opinion with regard to this cause, both on the initial listing and on rebuttal, the parties shall provide:

1. the subject matter about which the expert is expected to testify;
2. the substance of the facts and opinions to which the expert is expected to testify;
3. a summary of the grounds for each opinion;
4. a copy of any written reports issued by the expert regarding this case; and
5. a copy of the expert's curriculum vitae.



D. On the last business day no later than **30 DAYS PRIOR TO CALENDAR CALL**, the parties shall confer and:

1. discuss settlement;
2. simplify the issues and stipulate, in writing, as to as many facts and issues as possible;
3. prepare a Pre-Trial Stipulation in accordance with paragraph E; and
4. list all objections to trial exhibits.

E. **PRETRIAL STIPULATIONS MUST BE FILED.** It shall be the duty of counsel for the Plaintiff to see that the Pre-Trial Stipulation is drawn, executed by counsel for all parties, and filed with the Clerk no later than **20 DAYS PRIOR TO CALENDAR CALL**. **UNILATERAL PRETRIAL STATEMENTS ARE DISALLOWED, UNLESS APPROVED BY THE COURT, AFTER NOTICE AND HEARING SHOWING GOOD CAUSE.** Counsel for all parties are charged with good faith cooperation in this regard. The Pre-Trial Stipulation shall contain in separately numbered paragraphs:

1. a list of all pending motions including MOTIONS IN LIMINE and FRYE MOTIONS requiring action by the Court and the dates those motions are set for hearing (MOTIONS IN LIMINE and FRYE HEARINGS shall not be heard the day of trial or thereafter.)
2. stipulated facts which require no proof at trial which may be read to the trier of fact;
3. a statement of all issues of fact for determination at trial;
4. each party's numbered list of trial exhibits with specific objections, if any, to schedules attached to the Stipulation;
5. each party's numbered list of trial witnesses with addresses (including all known rebuttal witnesses); the list of witnesses shall be on separate schedules attached to the Stipulation;
6. a statement of estimated trial time;
7. names of attorneys to try case; and
8. number of peremptory challenges per party.

F. **FILING OF PRE-TRIAL STIPULATION.** Failure to file the Pre-Trial Stipulation or a Court Approved Unilateral Stipulation as above provided may result in the case being stricken from the Court's calendar at its sounding or other sanctions.

G. **ADDITIONAL EXHIBITS, WITNESSES OR OBJECTIONS.** At trial, the parties shall be strictly limited to exhibits and witnesses disclosed and objections reserved on the schedules attached to the Pre-Trial Stipulation prepared in accordance with paragraphs D and E, absent agreement specifically stated in the Pre-Trial Stipulation or order of the Court upon good cause shown. Failure to reserve objections constitutes a waiver. A party desiring to use an exhibit or witness discovered after counsel have conferred pursuant to paragraph D shall immediately furnish the Court and other counsel with a description of the exhibit or with the witness' name and address and the expected subject matter of the witness' testimony, together with the reason for the late discovery of the exhibit or witness. Use

of the exhibit or witness may be allowed by the Court for good cause shown or to prevent manifest injustice.

H. DISCOVERY. Unless otherwise agreed in the Pre-Trial Stipulation, all discovery must be completed no later than **10 DAYS BEFORE THE DATE SET FOR CALENDAR CALL**, absent agreement for later discovery specifically stated in the Pre-Trial Stipulation or for other good cause shown.

I. PRE-TRIAL CONFERENCE. No pre-trial conference pursuant to Fla. R. Civ. P. 1.200 is set by the Court on its own motion. If a pre-trial conference is set upon motion of a party, counsel shall meet and prepare a stipulation pursuant to paragraphs D and E and file the stipulation no later than **5 DAYS BEFORE THE CONFERENCE**. Failure to request a pre-trial conference in a timely fashion constitutes a waiver of the notice of requirement of Rule 1.200. Motions for Summary Judgment will not be heard at any pre-trial conference.

J. UNIQUE QUESTIONS OF LAW. Prior to calendar call, counsel for the parties are directed to exchange and simultaneously submit to the Court appropriate memoranda with citations to legal authority in support of any unique legal questions which may reasonably be anticipated to arise during the trial.

K. MODIFICATION TO UNIFORM PRE-TRIAL PROCEDURE. Upon written stipulation of the parties filed with the court, the Pre-Trial Procedure, except for items II D-F, inclusive, may be modified in accordance with the parties' stipulation, except to the extent that the stipulation may interfere with the Court's scheduling of the matter for trial or hinder the orderly progress of the trial.

L. PREMARKING EXHIBITS. Prior to trial, each party shall meet with and assist the clerk in marking for identification all exhibits, as directed by the clerk.

M. DEPOSITION DESIGNATIONS. No later than **20 DAYS PRIOR TO CALENDAR CALL**, each party shall serve his, her, or its designation of depositions, or portions of depositions, each intends to offer as testimony in his, her or its case in chief. No later than **10 DAYS PRIOR TO CALENDAR CALL**, each opposing party shall serve his, her, or its counter (or "fairness") designations to portions of depositions designated, together with objections to the depositions, or portions thereof, originally designated. No later than calendar call, each party shall serve his, her or its objections to counter designations served by an opposing party.

### **III. MEDIATION**

A. All parties are required to participate in mediation.

1. The appearance of counsel who will try the case and representatives of each party with full authority to enter into a complete compromise and settlement is mandatory. If insurance is involved, an adjuster with authority up to the policy limits or the most recent demand, whichever is lower, shall attend.

2. At least **ONE WEEK BEFORE THE CONFERENCE**, all parties shall file with the mediator a brief, written summary of the case containing a list of issues as to each party. If an

4. The mediator has no power to compel or enforce a settlement agreement. If a settlement is reached, it shall be the responsibility of the attorneys or parties to reduce the agreement to writing and to comply with Florida Rule of Civil Procedure 1.730(b), unless waived.

B. The Plaintiff's attorney shall be responsible for scheduling mediation. The parties should agree on a mediator. If they are unable to agree, any party may apply to the Court for appointment of a mediator in conformity with Rule 1.720 (f), Fla. R. Civ. P. The lead attorney or party shall file and serve on all parties and the mediator a Notice of Mediation giving the time, place, and date of the mediation and the mediator's name. The mediator shall be paid \$175.00 per hour, unless otherwise agreed by the parties.

C. Completion of mediation is a prerequisite to trial. If mediation is not conducted, or if a party fails to participate in mediation, the case may be stricken from the trial calendar, pleadings may be stricken, and other sanctions may be imposed.

D. Any party opposing mediation may proceed under Florida Rule of Civil Procedure 1,700(b).

**IV. NONCOMPLIANCE**

**NONCOMPLIANCE WITH ANY PORTION OF THIS ORDER MAY RESULT IN THE STRIKING OF THE CASE, WITNESSES, OR EXHIBITS, OR IMPOSITION OF SUCH OTHER SANCTIONS AS ARE JUST.**

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_

Circuit Court Judge

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

SE NO.

Plaintiff,  
vs.

Defendant.  
\_\_\_\_\_ /

**ORDER SETTING NON-JURY TRIAL AND  
DIRECTING PRETRIAL AND MEDIATION PROCEDURES**

**I. SCHEDULING**

This action is set for non-jury trial on the calendar beginning \_\_\_\_\_ at 9:45 o'clock a.m.  
**YOU MUST APPEAR AT 10:00 O'CLOCK A.M. ON FRIDAY, \_\_\_\_\_, IN  
COURTROOM\_\_\_\_, PALM BEACH COUNTY COURTHOUSE, 205 NORTH DIXIE  
HIGHWAY, WEST PALM BEACH, FLORIDA FOR THE NON-JURY CALENDAR CALL.**  
(\_\_\_\_\_ days reserved).

The trial will be scheduled sometime during the calendar beginning \_\_\_\_\_, at a date  
and time to be provided at the calendar call, subject to the court's ordering a later case setting.

**II. UNIFORM PRETRIAL PROCEDURE**

A. On the last business day no later than **60 DAYS PRIOR TO CALENDAR CALL**, the  
parties shall exchange lists of all trial exhibits, names and addresses of all trial witnesses, and names  
and addresses of all expert witnesses.

B. On the last business day no later than **30 DAYS PRIOR TO CALENDAR CALL**, the  
parties shall exchange lists of names and addresses of all rebuttal witnesses.

C. In addition to names and addresses of each expert retained to formulate an expert opinion  
with regard to this cause, both on the initial listing and on rebuttal, the parties shall provide:

1. the subject matter about which the expert is expected to testify;
2. the substance of the facts and opinions to which the expert is expected  
to testify;
3. a summary of the grounds for each opinion;
4. a copy of any written reports issued by the expert regarding this case; and

5. a copy of the expert's curriculum vitae.

D. On the last business day no later than **20 DAYS PRIOR TO CALENDAR CALL**, the parties shall confer and:

1. discuss settlement;
2. simplify the issues and stipulate, in writing, as to as many facts and issues as possible;
3. prepare a Pre-Trial Stipulation in accordance with paragraph E; and
4. list all objections to trial exhibits.

E. **PRETRIAL STIPULATIONS MUST BE FILED.** It shall be the duty of counsel for the Plaintiff to see that the Pre-Trial Stipulation is drawn, executed by counsel for all parties, and filed with the Clerk no later than **20 DAYS PRIOR TO CALENDAR CALL**. **UNILATERAL PRETRIAL STATEMENTS ARE DISALLOWED, UNLESS APPROVED BY THE COURT, AFTER NOTICE AND HEARING SHOWING GOOD CAUSE.** Counsel for all parties are charged with good faith cooperation in this regard. The Pre-Trial Stipulation shall contain in separately numbered paragraphs:

1. a list of all pending motions requiring action by the Court and the dates those motions are set for hearing;
2. stipulated facts which require no proof at trial which may be read to the trier of fact;
3. a statement of all issues of fact for determination at trial;
4. each party's numbered list of trial exhibits with specific objections, if any, to schedules attached to the Stipulation;
5. each party's numbered list of trial witnesses with addresses (including all known rebuttal witnesses); the list of witnesses shall be on separate schedules attached to the Stipulation;
6. a statement of estimated trial time;
7. names of attorneys to try case.

F. **FILING OF PRE-TRIAL STIPULATION.** Failure to file the Pre-Trial Stipulation or a Court Approved Unilateral Stipulation as above provided may result in the case being stricken from the Court's calendar at its sounding or other sanctions.

G. **ADDITIONAL EXHIBITS, WITNESSES OR OBJECTIONS.** At trial, the parties shall be strictly limited to exhibits and witnesses disclosed and objections reserved on the schedules attached to the Pre-Trial Stipulation prepared in accordance with paragraphs D and E, absent agreement specifically stated in the Pre-Trial Stipulation or order of the Court upon good cause shown. Failure to reserve objections constitutes a waiver. A party desiring to use an exhibit or witness discovered after counsel have conferred pursuant to paragraph D shall immediately furnish the Court and other counsel with a description of the exhibit or with the witness' name and address and the expected subject matter of the witness' testimony, together with the reason for the late discovery of the exhibit or witness. Use of the exhibit or witness may be allowed by the Court for good cause shown or to prevent manifest injustice.

H. DISCOVERY. Unless otherwise agreed in the Pre-Trial Stipulation, all discovery must be completed no later than **10 DAYS BEFORE THE DATE SET FOR CALENDAR CALL**, absent agreement for later discovery specifically stated in the Pre-Trial Stipulation or for other good cause shown.

I. PRE-TRIAL CONFERENCE. No pre-trial conference pursuant to Fla. R. Civ. P. 1.200 is set by the Court on its own motion. If a pre-trial conference is set upon motion of a party, counsel shall meet and prepare a stipulation pursuant to paragraphs D and E and file the stipulation no later than **5 DAYS BEFORE THE CONFERENCE**. Failure to request a pre-trial conference in a timely fashion constitutes a waiver of the notice of requirement of Rule 1.200. Motions for Summary Judgment will not be heard at any pre-trial conference.

J. UNIQUE QUESTIONS OF LAW. On the date of trial, counsel for the parties are directed to submit to the Court appropriate memoranda with citations to legal authority in support of any unique legal questions which may reasonably be anticipated to arise during the trial.

K. MODIFICATION TO UNIFORM PRE-TRIAL PROCEDURE. Upon written stipulation of the parties filed with the Court, the Pre-Trial Procedure, except for items II D-F, inclusive, may be modified in accordance with the parties' stipulation, except to the extent that the stipulation may interfere with the Court's scheduling of the matter for trial or hinder the orderly progress of the trial.

L. PREMARKING EXHIBITS. Parties shall pre-mark all exhibits in the manner customarily used by the Clerk of Court.

M. DEPOSITION DESIGNATIONS. No later than **20 DAYS PRIOR TO CALENDAR CALL**, each party shall serve his, her, or its designation of depositions, or portions of depositions, each intends to offer as testimony in his, her or its case in chief. No later than **10 DAYS PRIOR TO CALENDAR CALL**, each opposing party shall serve his, her, or its counter (or "fairness") designations to portions of depositions designated, together with objections to the depositions, or portions thereof, originally designated. No later than calendar call, each party shall serve his, her or its objections to counter designations served by an opposing party.

### **III. MEDIATION**

A. All parties are required to participate in mediation.

1. The appearance of counsel who will try the case and representatives of each party with full authority to enter into a complete compromise and settlement is mandatory. If insurance is involved, an adjuster with authority up to the policy limits or the most recent demand, whichever is lower, shall attend.

2. At least **ONE WEEK BEFORE THE CONFERENCE**, all parties shall file with the mediator a brief, written summary of the case containing a list of issues as to each party. If an attorney or party filing the summary wishes its content to remain confidential, he/she must advise the mediator in writing when the report is filed.

3. All discussions, representations, and statements made at the mediation conference shall be privileged consistent with Florida Statutes sections 44.102 and 90.408.

4. The mediator has no power to compel or enforce a settlement agreement. If a settlement is reached, it shall be the responsibility of the attorneys or parties to reduce the agreement to writing and to comply with Florida Rule of Civil Procedure 1.730(b), unless waived.

B. The Plaintiff's attorney shall be responsible for scheduling mediation. The parties should agree on a mediator. If they are unable to agree, any party may apply to the Court for appointment of a mediator in conformity with Rule 1.720 (f), Fla. R. Civ. P. The lead attorney or party shall file and serve on all parties and the mediator a Notice of Mediation giving the time, place, and date of the mediation and the mediator's name. The mediator shall be paid \$175.00 per hour, unless otherwise agreed by the parties.

C. Completion of mediation is a prerequisite to trial. If mediation is not conducted, or if a party fails to participate in mediation, the case may be stricken from the trial calendar, pleadings may be stricken, and other sanctions may be imposed.

D. Any party opposing mediation may proceed under Florida Rule of Civil Procedure 1,700(b).

#### **IV. NONCOMPLIANCE**

**NONCOMPLIANCE WITH ANY PORTION OF THIS ORDER MAY RESULT IN THE STRIKING OF THE CASE, WITNESSES, OR EXHIBITS, OR IMPOSITION OF SUCH OTHER SANCTIONS AS ARE JUST.**

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Circuit Court Judge

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011 CP000653 XXXXS

Deceased.

**PETITION FOR ADMINISTRATION**  
(testate Florida resident)

Petitioner, SIMON L. BERNSTEIN, alleges:

1. Petitioner has an interest in the above estate as the named personal representative under the decedent's Will. The Petitioner's address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and the name and office address of petitioners attorney are set forth at the end of this Petition.

2. Decedent, SHIRLEY BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 71, and whose social security number is xxx-xx-9749, died on December 8, 2010, at her home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	husband	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Avenue, Snite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34 <sup>th</sup> St. Boca Raton, FL 33434	son	adult

SHARON R. ...  
PALM BEACH ...  
SOUTH CITY ...  
2011 FEB 10 AM 8:10





Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane highland Park, IL 60035	daughter	adult

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of her death.

5. Simon L. Bernstein, whose address is listed above, and who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate is entitled to preference in appointment as personal representative because he is the person designated to serve as personal representative under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than \$ TBD.

7. This estate will not be required to file a federal estate tax return.

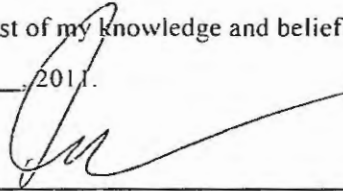
8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

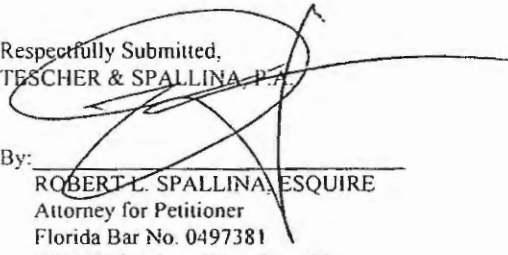
Petitioner requests that the decedent's Will be admitted to probate and that Simon L. Bernstein be appointed as personal representative of the estate of the decedent.

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

Signed on Feb 9, 2011.

  
SIMON L. BERNSTEIN, Petitioner

Respectfully Submitted,  
TESCHER & SPALLINA P.A.

By:   
ROBERT L. SPALLINA, ESQUIRE  
Attorney for Petitioner  
Florida Bar No. 0497381  
4855 Technology Way, Ste. 720  
Boca Raton, FL 33431  
561-997-7008



## Eliot Ivan Bernstein

---

**From:** Ben Brown <bbrown@matbrolaw.com>  
**Sent:** Friday, September 19, 2014 11:35 AM  
**To:** Eliot Ivan Bernstein  
**Cc:** Linda McDaniel; Ben Brown  
**Subject:** RE: Eliot Bernstein request for information.  
**Attachments:** FW: Bernstein - bank account statements (4.02 MB)

Hi Eliot-

We are getting all of the account statements that we have together to send to you. Please note we do not have any statements for your mother or either of the trusts; all we have are statements for accounts that your father held individually. Also, please see the attached e-mail from 7/16 that attached some of the account statements. We also believe that there were additional account statements in the T&S documents provided to you; however, we will include those statements again in the set we are going to send you (we will try to send the set in a series of pdf's).

We have not received the tax returns from the IRS yet. As soon as we do, we will send them to you and to Brian.

Regards,

Ben

Benjamin P. Brown, Esq.  
625 North Flagler Drive  
Suite 401  
West Palm Beach, FL 33401  
(561) 651-4004

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@gmail.com>]

**Sent:** Friday, September 19, 2014 11:08 AM

**To:** Ben Brown

**Cc:** Andrew Dietz @ Rock-It Cargo USA, Inc.; CANDICE BERNSTEIN; Caroline Prochotska Rogers Esq.; Eliot I. Bernstein; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Michele M. Mulrooney ~ Partner @ Venable LLP

**Subject:** Eliot Bernstein request for information.

Ben, nice seeing you at Court and per the hearing I am requesting that you send me all the information you stated before Judge Colin you would send me regarding the accounting backup information, including but not limited to, all account statements you have for any accounts on the accounting and especially the JP Morgan account histories for

Shirley and Simon and the IRS certified copies you ordered and any other germane issue that provides back up to your accounting submitted and your amended accounting submitted.

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](mailto:iviewit@iviewit.tv)  
<http://www.iviewit.tv>

---

**NOTICE:** Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

**CONFIDENTIALITY NOTICE:**

This message and any attachments are covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521. This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message or call (561) 245-8588. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

\*The Electronic Communications Privacy Act, 18 U.S.C. 119 Sections 2510-2521 et seq., governs distribution of this "Message," including attachments. The originator intended this Message for the specified recipients only; it may contain the originator's confidential and proprietary information. The originator hereby notifies unintended recipients that they have received this Message in error, and strictly proscribes their Message review, dissemination, copying, and content-based actions. Recipients-in-error shall notify the originator immediately by e-mail, and delete the original message. Authorized carriers of this message shall expeditiously deliver this Message to intended recipients. See: Quon v. Arch.

\*Wireless Copyright Notice\*. Federal and State laws govern copyrights to this Message. You must have the originator's full written consent to alter, copy, or use this Message. Originator acknowledges others' copyrighted content in this Message. Otherwise, Copyright © 2011 by originator Eliot Ivan Bernstein, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) and [www.iviewit.tv](http://www.iviewit.tv). All Rights Reserved.

## Eliot Ivan Bernstein

---

**From:** Ashley Bourget <abourget@mrachek-law.com>  
**Sent:** Thursday, February 9, 2017 1:32 PM  
**To:** "Eliot Ivan Bernstein" (iviewit@iviewit.tv); "John P. Morrissey Esq. @ John P. Morrissey, P.A." (john@jmorrisseylaw.com); "Pamela Beth Simon" (psimon@stpcorp.com); 'service@feamanlaw.com'; "Peter Feaman" (mkoskey@feamanlaw.com); "Gary R. Shendell" (gary@shendellpollock.com); "Kenneth S. Pollock" (ken@shendellpollock.com); 'matt@shendellpollock.com'; 'estella@shendellpollock.com'; 'Brittney Christian (Britt@shendellpollock.com)'; "Kenneth S. Pollock" (grs@shendellpollock.com); 'robyne@shendellpollock.com'; "Lisa S. Friedstein" (Lisa@friedsteins.com); 'dzlewis@aol.com'; "Jill Iantoni" (jilliantoni@gmail.com); "Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell" (boconnell@ciklinlubitz.com); "Joielle A. Foglietta, Esq." (jfoglietta@ciklinlubitz.com); 'slobdell@ciklinlubitz.com'  
**Cc:** Alan Rose; Marie Chandler  
**Subject:** In Re: Estate of Simon Bernstein [4391] | Proposed Order  
**Attachments:** ABR 02-09-17 Judge Scher Enclosing Materials for 02-16-17 Hearing.pdf; Spiral Notebook to Judge Scher on 02-09-17.pdf

Good Afternoon,  
Please see attached correspondence and referenced enclosure.  
Thank you,

### Ashley Bourget, FRP

[abourget@mrachek-law.com](mailto:abourget@mrachek-law.com)

505 South Flagler Drive, Suite 600

West Palm Beach, Florida 33401

(561) 655-2250 Phone

**(561) 472-2418 Direct**

(561) 655-5537 Fax



### CONFIDENTIALITY NOTE:

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL, 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 RECEIVE A COPY OF THIS COMMUNICATION IN ERROR, PLEASE **IMMEDIATELY** (1) REPLY BY E-MAIL TO US, AND (2) DELETE THIS MESSAGE.



MRACHEK  
FITZGERALD  
ROSE  
KONOPKA  
THOMAS  
& WEISS, P.A.

WRITER'S DIRECT DIAL NUMBER: (561) 355-6991  
WRITER'S E-MAIL ADDRESS: [arose@mrachek-law.com](mailto:arose@mrachek-law.com)

February 9, 2017

**VIA HAND-DELIVERY VIA COURIER**

The Honorable Rosemarie Scher  
North County Courthouse  
3188 PGA Boulevard  
Palm Beach Gardens, FL 33410

Re: *Estate of Simon L. Bernstein*  
Case No.: 502012CP004391XXXXNBIH

Dear Judge Scher:

Enclosed for your consideration is a four page *Trustee's Supplemental Submission to Court Regarding Motion to Vacate in Part Order Permitting Retention of Mrachek Firm [DE 497] and Motion to Disqualify [DE 508]*, with some limited additional materials and the relevant rules highlighted.

This matter is scheduled to be heard before you on **February 16, 2017 at 2:30 p.m.**

We appreciate Your Honor's time and attention to these matters.

Respectfully submitted,

*Alan B. Rose*

Alan B. Rose

(Signed in Mr. Rose's absence to avoid delay)

cc: All parties on attached service list

**SERVICE LIST** - CASE NO. 502012CP004391XXXXNBIH

Eliot Bernstein  
2753 NW 34th Street  
Boca Raton, FL 33434  
(561) 245-8588 - Telephone  
(561) 886-7628 - Cell  
(561) 245-8644 - Facsimile  
Email: Eliot I. Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))

Peter M. Feaman, Esq.  
Peter M. Feaman, P.A.  
3695 West Boynton Beach Blvd., Suite 9  
Boynton Beach, FL 33436  
(561) 734-5552 - Telephone  
(561) 734-5554 - Facsimile  
Email: [service@feamanlaw.com](mailto:service@feamanlaw.com);  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)  
Counsel for William Stansbury

John P. Morrissey, Esq.  
330 Clematis Street, Suite 213  
West Palm Beach, FL 33401  
(561) 833-0766 - Telephone  
(561) 833-0867 - Facsimile  
Email: John P. Morrissey  
([john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com))  
Counsel for Molly Simon, Alexandra Bernstein,  
Eric Bernstein, Michael Bernstein

Gary R. Shendell, Esq.  
Kenneth S. Pollock, Esq.  
Matthew A. Tornincasa, Esq.  
Shendell & Pollock, P.L.  
2700 N. Military Trail, Suite 150  
Boca Raton, FL 33431  
(561) 241-2323 - Telephone  
(561) 241-2330 - Facsimile  
Email: [gary@shendellpollock.com](mailto:gary@shendellpollock.com)  
[ken@shendellpollock.com](mailto:ken@shendellpollock.com)  
[matt@shendellpollock.com](mailto:matt@shendellpollock.com)  
[estella@shendellpollock.com](mailto:estella@shendellpollock.com)  
[britt@shendellpollock.com](mailto:britt@shendellpollock.com)  
[grs@shendellpollock.com](mailto:grs@shendellpollock.com)  
[robyne@shendellpollock.com](mailto:robyne@shendellpollock.com)

Pamela Beth Simon  
303 E. Wacker Drive, Suite 2725  
Chicago, IL 60601  
Email: [psimon@stpcorp.com](mailto:psimon@stpcorp.com)

Lisa Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035  
[lisa@friedsteins.com](mailto:lisa@friedsteins.com)  
Individually and as trustee for her children, and  
as natural guardian for M.F. and C.F., Minors

Diana Lewis, Esq.  
ADA & Mediations Services, LLC  
2765 Tecumseh Drive  
West Palm Beach, FL 33409  
(561) 758-3017 - Telephone  
Email: [dzlewis@aol.com](mailto:dzlewis@aol.com)  
Guardian *Ad Litem* for  
Eliot Bernstein's minor children,  
Jo.B., Ja.B., and D.B.

February 9, 2017  
Page 3

Jill Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035  
[jilliantoni@gmail.com](mailto:jilliantoni@gmail.com)  
Individually and as trustee for her children, and  
as natural guardian for J.I. a minor

Brian M. O'Connell, Esq.  
Joielle A. Foglietta, Esq.  
Ciklin Lubitz Martens & O'Connell  
515 N. Flagler Dr., 20th Floor  
West Palm Beach, FL 33401  
561-832-5900 - Telephone  
561-833-4209 - Facsimile  
Email: [boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com);  
[jfoglietta@ciklinlubitz.com](mailto:jfoglietta@ciklinlubitz.com);  
[service@ciklinlubitz.com](mailto:service@ciklinlubitz.com);  
[slobdell@ciklinlubitz.com](mailto:slobdell@ciklinlubitz.com)

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

IN RE:

CASE NO. 502012CP004391XXXXNB IH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**TRUSTEE'S SUPPLEMENTAL SUBMISSION TO COURT  
REGARDING MOTION TO VACATE IN PART ORDER  
PERMITTING RETENTION OF MRACHEK FIRM [DE 497]  
AND MOTION TO DISQUALIFY [DE 508]**

Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A  
505 South Flagler Drive, Suite 600 | West Palm Beach, FL 33401



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

IN RE:

CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**TRUSTEE'S SUPPLEMENTAL SUBMISSION TO COURT REGARDING MOTION TO  
VACATE IN PART ORDER PERMITTING RETENTION OF  
MRACHEK FIRM [DE 497] AND MOTION TO DISQUALIFY [DE 508]**

TAB	DESCRIPTION
A.	Trustee's Supplemental Submission to Court Regarding Motion to Vacate in Part Order Permitting Retention of Mrachek Firm [DE 497] and Motion to Disqualify [DE 508]
1.	PR's Statement of its Position That There is no Conflict and His Waiver of Any Potential Conflict
2.	Highlighted Copies of Rule 4-1.7 and 4-1.9
3.	Email to and from Stansbury's Counsel Dated December 22, 2016 in which Trustee's counsel provided the PR's Waiver and additional information and requesting that Stansbury carefully reconsider his position, and Stansbury's counsel's response four minutes later declining that request
4.	Copy of the Amended Motion for 57.105 Sanctions filed against Stansbury and his counsel

Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A  
505 South Flagler Drive, Suite 600 | West Palm Beach, FL 33401

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

IN RE:

CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**TRUSTEE'S SUPPLEMENTAL SUBMISSION TO COURT REGARDING  
MOTION TO VACATE IN PART ORDER PERMITTING RETENTION  
OF MRACHEK FIRM [DE 497] AND MOTION TO DISQUALIFY [DE 508]**

Ted S. Bernstein, as Successor Trustee of the Simon L. Bernstein Amended and Restated Trust ("Trustee"), submits his supplemental materials in connection with the hearing on February 16, 2017, on William Stansbury's Motion to Vacate [DE 497] and the Motion to Disqualify [DE 503].

Both Motions are filed by a claimant, Stansbury, who is suing the Estate in an independent action seeking millions of dollars in damages. Stansbury seeks to prevent the Estate from retaining the counsel chosen by the Personal Representative and the beneficiaries to defend against Stansbury's claims. There is absolutely no merit to the Motion, as explained in the *Omnibus Response* [DE 507; Tab 5 in the Binder previously provided] and the *Amended Motion for Sanctions Pursuant to Florida Statute §57.105 Against William Stansbury and Peter Feaman, Esq.* [DE 526]

In essence, Stansbury as the Plaintiff is trying to choose who can represent the Defendant Estate against from Stansbury's claims. Rather than have the Estate defended by its chosen counsel – lawyers who already have full knowledge of the facts and evidence.<sup>1</sup> ***Most importantly, the Mrachek Firm has never represented Stansbury in anything – so he has no reason to complain.***

---

<sup>1</sup> Mrachek has been involved in defending Stansbury's claims since March 2013, representing most of the other defendants, handling all aspects of the litigation: interviewing witnesses; document production; motion practice, winning the dismissal of any derivative claims; deposing Stansbury; preparing for trial; conducting mediation. Indeed, the interim Curator appointed by this Court confirmed in a Motion for Stay that the Mrachek Firm's legal services to the other defendants enabled him to ***not retain separate counsel*** for the Estate, thereby saving the Estate from incurring fees. [Case 502012CA0013933 DE 215]

**The Motions seeking disqualification are procedurally and substantively improper**

*First*, Stansbury has no standing to object to the Estate's retention of the Mrachek Firm.

*Second*, Mrachek Firm was approved as counsel for the Estate on September 7, 2016. As of that time, any limited involvement in the Illinois case, such as attending the one deposition of Ted Bernstein on May 6, 2015, was over. Under Rule 4-1.9, only the former client's consent is necessary. There is no doubt that Ted Bernstein wants Mrachek to represent the Estate, and consents to that. So there is absolutely no issue here.

*Third*, even if some representation were ongoing, under Rule 4-1.7, the representation of Ted Bernstein as Trustee in an Illinois insurance interpleader proceeding is not "directly adverse" to the Estate. Mrachek is not acting as an advocate in the Illinois case, and has not appeared as counsel of record for anyone. In that Illinois case, the Estate is represented by one Chicago law firm and the opposing party by another Chicago law firm.

Nevertheless, if the Court is concerned there is or may be an actual or potential conflict of interest, all relevant persons have consented and waived any conflict. The comments to Rule 4-1.7 provide, in relevant part:

**Conflicts in litigation**

. . . . Ordinarily, a lawyer may not act as advocate against a client the lawyer represents in some other matter, even if the other matter is wholly unrelated. **However, there are circumstances in which a lawyer may act as advocate against a client.** For example, a lawyer representing an enterprise with diverse operations may accept employment as an advocate against the enterprise **in an unrelated matter if doing so will not adversely affect the lawyer's relationship with the enterprise or conduct of the suit and if both clients consent upon consultation.**

Here, both "clients" consented and waived any conflict of interest. The PR, Brian O'Connell, signed a written Statement acknowledging (a) there is no conflict and (b) if there is any conflict, he

would waive that conflict to allow the Estate to retain the Mrachek Firm, thereby reducing expenses and complying with the beneficiaries' wishes. (Attached as Exhibit "1")

*Fourth*, in deciding this issue this Court should not lose sight of the fact that this disqualification motion is brought by the *opposing party* who is using the Rules of Professional Conduct as a *procedural weapons* (exactly what the Rules warn against). In doing so, Stansbury is seeking to either exert control over this relatively modest estate,<sup>2</sup> or drive up the Estate's costs of defending his multi-million dollar lawsuit. Or, he is simply trying to get rid of the two people best positioned to defend his case – Ted Bernstein and Alan Rose, Esq. of Mrachek.

### Conclusion

For more than four years, Stansbury has been trying to exert control over the administration, having opposed the PR and the Trustee on numerous issues, and having already tried and failed to remove the Trustee. The goal in retaining Mrachek was to lower expenses given the firm's prior knowledge and get the Stansbury case tried as soon as possible. Stansbury already is defeating that by forcing money to spent on this attempt to disqualify the Estate's counsel.

To assist the Court in preparing for the hearing, the Trustee submit the following supplemental materials:

1. *PR's Statement of Its Position That There Is No Conflict and His Waiver of Any Potential Conflict;*
2. Highlighted copies of Rule 4-1.7 and 4-1.9;

---

<sup>2</sup> The Inventory filed by the current Personal Representative, Brian O'Connell, lists the total assets of the Estate of Simon L. Bernstein at \$1,121,325.51. Removing the illiquid assets, the Estate now has only a few hundred thousand dollars in cash, and the remaining assets are of dubious value. Just defending against Stansbury's claim may consume most of the remaining Estate assets (other than the Estate's potential claim against Stansbury to recover fees).



3. Email to and from Stansbury's counsel dated December 22, 2016, in which Trustee's counsel provided the PR's Waiver and additional information and requesting that Stansbury carefully reconsider his position, and Stansbury's counsel's response four minutes later declining that request;

4. Copy of the Amended Motion for 57.105 Sanctions filed against Stansbury and his counsel.

For the reasons expressed in the Omnibus Response, this Supplemental Submission, and the attachments, the Motion seeking to disqualify the Mrachek Firm has no merit, and should be denied.

**CERTIFICATE OF SERVICE**

I CERTIFY that a copy of the foregoing Supplemental Submission has been served on all parties on the attached Service List, specifically including counsel for William Stansbury, by E-mail Electronic Transmission, this 9<sup>th</sup> day of February, 2017.

MRACHEK, FITZGERALD, ROSE, KONOPKA,  
THOMAS & WEISS, P.A.  
505 South Flagler Drive, Suite 600  
West Palm Beach, FL 33401  
(561) 655-2250 Telephone / (561) 655-5537 Facsimile  
email: [arose@mrachek-law.com](mailto:arose@mrachek-law.com)  
Attorneys for Ted S. Bernstein

By: /s/ Alan B. Rose  
Alan B. Rose (Fla. Bar No. 961825)

## SERVICE LIST

Eliot Bernstein  
2753 NW 34th Street  
Boca Raton, FL 33434  
(561) 245-8588 - Tel / (561) 886-7628 - Cell  
(561) 245-8644 - Fax  
Email: Eliot I. Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))

John P. Morrissey, Esq.  
330 Clematis Street, Suite 213  
West Palm Beach, FL 33401  
(561) 833-0766 - Tel / (561) 833-0867 - Fax  
Email: John P. Morrissey  
([john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com))  
Counsel for Molly Simon, Alexandra Bernstein,  
Eric Bernstein, Michael Bernstein

Pamela Beth Simon  
303 E. Wacker Drive, Suite 2725  
Chicago, IL 60601  
Email: [psimon@stpcorp.com](mailto:psimon@stpcorp.com)

Lisa Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035  
[lisa@friedsteins.com](mailto:lisa@friedsteins.com)  
Individually and as trustee for her children, and  
as natural guardian for M.F. and C.F., Minors

Jill Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035  
[jilliantoni@gmail.com](mailto:jilliantoni@gmail.com)  
Individually and as trustee for her children, and  
as natural guardian for J.I. a minor

Peter M. Feaman, Esq.  
Peter M. Feaman, P.A.  
3695 West Boynton Beach Blvd., Suite 9  
Boynton Beach, FL 33436  
(561) 734-5552 - Tel / (561) 734-5554 - Fax  
Email: [service@feamanlaw.com](mailto:service@feamanlaw.com);  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)  
Counsel for William Stansbury

Gary R. Shendell, Esq.  
Kenneth S. Pollock, Esq.  
Matthew A. Tornincasa, Esq.  
Shendell & Pollock, P.L.  
2700 N. Military Trail, Suite 150  
Boca Raton, FL 33431  
(561) 241-2323 - Tel / (561) 241-2330 - Fax  
Email: [gary@shendellpollock.com](mailto:gary@shendellpollock.com)  
[ken@shendellpollock.com](mailto:ken@shendellpollock.com)  
[matt@shendellpollock.com](mailto:matt@shendellpollock.com)  
[estella@shendellpollock.com](mailto:estella@shendellpollock.com)  
[britt@shendellpollock.com](mailto:britt@shendellpollock.com)  
[grs@shendellpollock.com](mailto:grs@shendellpollock.com)  
[robyne@shendellpollock.com](mailto:robyne@shendellpollock.com)

Diana Lewis, Esq.  
2765 Tecumseh Drive  
West Palm Beach, FL 33409  
(561) 758-3017 - Tel  
Email: [dzlewis@aol.com](mailto:dzlewis@aol.com)  
Guardian *Ad Litem* for Eliot Bernstein's minor  
children, Jo.B., Ja.B., and D.B.

Brian M. O'Connell, Esq.  
Joielle A. Foglietta, Esq.  
Ciklin Lubitz Martens & O'Connell  
515 N. Flagler Dr., 20th Floor  
West Palm Beach, FL 33401  
561-832-5900 - Tel / 561-833-4209 - Fax  
Email: [boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com);  
[jfoglietta@ciklinlubitz.com](mailto:jfoglietta@ciklinlubitz.com);  
[service@ciklinlubitz.com](mailto:service@ciklinlubitz.com);  
[slobdell@ciklinlubitz.com](mailto:slobdell@ciklinlubitz.com)

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

IN RE:

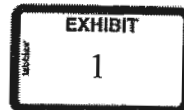
CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**PR'S STATEMENT OF ITS POSITION THAT THERE IS NO CONFLICT  
AND HIS WAIVER OF ANY POTENTIAL CONFLICT**

I, Brian O'Connell, am the court-appointed Personal Representative ("PR") of The Estate of Simon L. Bernstein ("Estate"). Based upon the Will upheld during a probate trial conducted last December, resulting in a Final Judgment dated December 16, 2015, Simon Bernstein's children are the named devisees of certain personal property, but the sole residuary beneficiary of the Estate is the current trustee of the Simon L. Bernstein Amended and Restated Trust dated July 25, 2012 ("Trust"). That role is currently being fulfilled by Ted S. Bernstein, as Successor Trustee ("Trustee").

There are certain persons who have asserted potential claims against the Estate. The largest such claim is an independent action styled *William E. Stansbury, Plaintiff, v. Estate of Simon L. Bernstein and Bernstein Family Realty, LLC, Defendants*, in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50 2012 CA 013933 MB AN (the "Stansbury Lawsuit"). In that action, Stansbury is suing the Estate for more than \$2.5 million, asserting claims for breach of oral contract; fraud in the inducement; civil conspiracy; unjust enrichment; equitable lien; and constructive trust. Each of these claims arises from Stansbury's employment with and involvement in an insurance business in which the principal shareholders were Ted Bernstein and Simon Bernstein.



The Stansbury Lawsuit was filed in July 2012, while Simon was alive. After Simon died, the Estate was substituted as the party defendant, and the former personal representatives hired counsel to defend the Estate. The primary defendant in that action was LIC Holdings, Inc. ("LIC"), along with its wholly-owned company, Arbitrage International Management, LLC, f/k/a Arbitrage International Holdings, LLC ("AIM"). Stansbury also maintained claims against the Shirley Bernstein Trust Agreement Dated May 20, 2008 ("Shirley Trust"), and Ted S. Bernstein, Individually ("Ted").

The law firm of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. ("Mrachek") served as counsel for LIC, AIM, Shirley Trust and Ted Mrachek beginning in April 2013, formally appearing on April 15, 2013. As I was not appointed PR until sometime in July of 2014, I had no involvement or knowledge of this matter at that time.

~~I have been advised that Mrachek represented those defendants and the position taken is not in conflict or adverse to the Estate's position. After mediation in June 2014, LIC, AIM, Shirley Trust and Ted settled with Stansbury. The Estate, then under the control of a Curator, did not settle with Stansbury. After my appointment, to avoid unnecessary expense, settlement efforts were made. Those efforts, including through a mediation held on July 25, 2016, were unsuccessful.~~

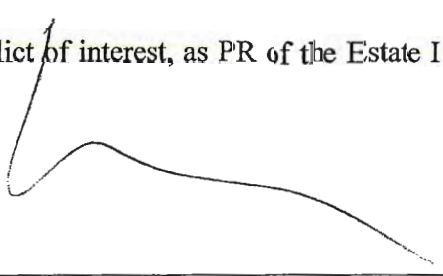
Some of the direct and indirect beneficiaries of the Estate I am administering advised me, in light of the Mrachek firm's prior and extensive involvement in the Stansbury Lawsuit, the beneficiaries wanted Mrachek to represent the Estate in the Stansbury Lawsuit. I agreed to that request, and agreed that Mrachek was retained to represent the Estate.



Additionally, I agreed to Trustee, Ted, being appointed to serve as administrator ad litem with regard to overseeing the defense of the Estate in the Stansbury Lawsuit for at least three two reasons: (i) Ted agreed to serve in that role for no additional compensation, whereas any time I spend will cost the Estate a reasonable fee for my services; (ii) Ted has direct knowledge of the facts and circumstances surrounding the Stansbury lawsuit, because he was part of LIC and AIM at the relevant time, he was Simon's son, and he was extensively involved in the Stansbury Lawsuit already as a defendant and as a corporate representative of LIC and AIM; (iii) I have no personal knowledge or involvement in this matter; and (iv) there is no reason to believe Mrachek and Ted will not adequately and vigorously defend the Estate's interests.

It is also in the best interest of the Estate (not only the beneficiaries but any creditors and claimants with the possible exception of Stansbury) to have the Stansbury Lawsuit resolved as quickly and efficiently as possible, because this Estate administration must remain open and ongoing until the Stansbury Lawsuit is resolved, and the expenses of defending the claim will cost the Estate money and time until the case is finally determined.

To the extent there is a waivable conflict of interest, as PR of the Estate I would waive any such conflict.



---

BRIAN O'CONNELL, Personal Representative

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

IN RE: CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**PR'S STATEMENT OF ITS POSITION THAT THERE IS NO CONFLICT  
AND HIS WAIVER OF ANY POTENTIAL CONFLICT**

I, Brian O'Connell, am the court-appointed Personal Representative ("PR") of The Estate of Simon L. Bernstein ("Estate"). Based upon the Will upheld during a probate trial conducted last December, resulting in a Final Judgment dated December 16, 2015, Simon Bernstein's children are the named devisees of certain personal property, but the sole residuary beneficiary of the Estate is the current trustee of the Simon L. Bernstein Amended and Restated Trust dated July 25, 2012 ("Trust"). That role is currently being fulfilled by Ted S. Bernstein, as Successor Trustee ("Trustee").

There are certain persons who have asserted potential claims against the Estate. The largest such claim is an independent action styled *William E. Stansbury, Plaintiff, v. Estate of Simon L. Bernstein and Bernstein Family Realty, LLC, Defendants*, in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50 2012 CA 013933 MB AN (the "Stansbury Lawsuit"). In that action, Stansbury is suing the Estate for more than \$2.5 million, asserting claims for breach of oral contract; fraud in the inducement; civil conspiracy; unjust enrichment; equitable lien; and constructive trust. Each of these claims arises from Stansbury's employment with and involvement in an insurance business in which the principal shareholders were Ted Bernstein and Simon Bernstein.

The Stansbury Lawsuit was filed in July 2012, while Simon was alive. After Simon died, the Estate was substituted as the party defendant, and the former personal representatives hired counsel to defend the Estate. The primary defendant in that action was LIC Holdings, Inc. ("LIC"), along with its wholly-owned company, Arbitrage International Management, LLC, f/k/a Arbitrage International Holdings, LLC ("AIM"). Stansbury also maintained claims against the Shirley Bernstein Trust Agreement Dated May 20, 2008 ("Shirley Trust"), and Ted S. Bernstein, Individually ("Ted").

The law firm of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. ("Mrachek") served as counsel for LIC, AIM, Shirley Trust and Ted Mrachek beginning in April 2013, formally appearing on April 15, 2013. As I was not appointed PR until sometime in July of 2014, I had no involvement or knowledge of this matter at that time.

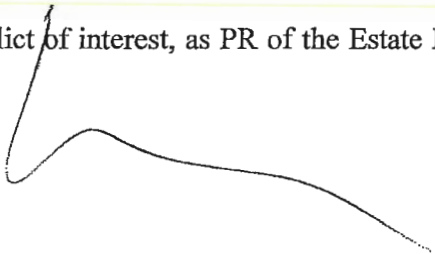
I have been advised that Mrachek represented those defendants and the position taken is not in conflict or adverse to the Estate's position. After mediation in June 2014, LIC, AIM, Shirley Trust and Ted settled with Stansbury. The Estate, then under the control of a Curator, did not settle with Stansbury. After my appointment, to avoid unnecessary expense, settlement efforts were made. Those efforts, including through a mediation held on July 25, 2016, were unsuccessful.

Some of the direct and indirect beneficiaries of the Estate I am administering advised me, in light of the Mrachek firm's prior and extensive involvement in the Stansbury Lawsuit, the beneficiaries wanted Mrachek to represent the Estate in the Stansbury Lawsuit. I agreed to that request, and agreed that Mrachek was retained to represent the Estate.

Additionally, I agreed to Trustee, Ted, being appointed to serve as administrator ad litem with regard to overseeing the defense of the Estate in the Stansbury Lawsuit for at least three two reasons: (i) Ted agreed to serve in that role for no additional compensation, whereas any time I spend will cost the Estate a reasonable fee for my services; (ii) Ted has direct knowledge of the facts and circumstances surrounding the Stansbury lawsuit, because he was part of LIC and AIM at the relevant time, he was Simon's son, and he was extensively involved in the Stansbury Lawsuit already as a defendant and as a corporate representative of LIC and AIM; (iii) I have no personal knowledge or involvement in this matter; and (iv) there is no reason to believe Mrachek and Ted will not adequately and vigorously defend the Estate's interests.

It is also in the best interest of the Estate (not only the beneficiaries but any creditors and claimants with the possible exception of Stansbury) to have the Stansbury Lawsuit resolved as quickly and efficiently as possible, because this Estate administration must remain open and ongoing until the Stansbury Lawsuit is resolved, and the expenses of defending the claim will cost the Estate money and time until the case is finally determined.

To the extent there is a waivable conflict of interest, as PR of the Estate I would waive any such conflict.



\_\_\_\_\_  
BRIAN O'CONNELL, Personal Representative



or those proceeding derivatively, must comply with applicable rules regulating notification of class members and other procedural requirements designed to ensure adequate protection of the entire class.

#### Acquisition of interest in litigation

Subdivision (i) states the traditional general rule that lawyers are prohibited from acquiring a proprietary interest in litigation. This general rule, which has its basis in common law champerty and maintenance, is subject to specific exceptions developed in decisional law and continued in these rules, such as the exception for reasonable contingent fees set forth in rule 4-1.5 and the exception for certain advances of the costs of litigation set forth in subdivision (e).

This rule is not intended to apply to customary qualification and limitations in legal opinions and memoranda.

#### Representation of insureds

As with any representation of a client when another person or client is paying for the representation, the representation of an insured client at the request of the insurer creates a special need for the lawyer to be cognizant of the potential for ethical risks. The nature of the relationship between a lawyer and a client can lead to the insured or the insurer having expectations inconsistent with the duty of the lawyer to maintain confidences, avoid conflicts of interest, and otherwise comply with professional standards. When a lawyer undertakes the representation of an insured client at the expense of the insurer, the lawyer should ascertain whether the lawyer will be representing both the insured and the insurer, or only the insured. Communication with both the insured and the insurer promotes their mutual understanding of the role of the lawyer in the particular representation. The Statement of Insured Client's Rights has been developed to facilitate the lawyer's performance of ethical responsibilities. The highly variable nature of insurance and the responsiveness of the insurance industry in developing new types of coverages for risks arising in the dynamic American economy render it impractical to establish a statement of rights applicable to all forms of insurance. The Statement of Insured Client's Rights is intended to apply to personal injury and property damage tort cases. It is not intended to apply to workers' compensation cases. Even in that relatively narrow area of insurance coverage, there is variability among policies. For that reason, the statement is necessarily broad. It is the responsibility of the lawyer to explain the statement to the insured. In particular cases, the lawyer may need to provide additional information to the insured.

Because the purpose of the statement is to assist laypersons in understanding their basic rights as clients, it is necessarily abbreviated. Although brevity promotes the purpose for which the statement was developed, it also necessitates incompleteness. For these reasons, it is specifically provided that the statement shall not serve to establish any legal rights or duties, nor create any presumption that an existing legal or ethical duty has been

breached. As a result, the statement and its contents should not be invoked by opposing parties as grounds for disqualification of a lawyer or for procedural purposes. The purpose of the statement would be subverted if it could be used in such a manner.

The statement is to be signed by the lawyer to establish that it was timely provided to the insured, but the insured client is not required to sign it. It is in the best interests of the lawyer to have the insured client sign the statement to avoid future questions, but it is considered impractical to require the lawyer to obtain the insured client's signature in all instances.

Establishment of the statement and the duty to provide it to an insured in tort cases involving personal injury or property damage should not be construed as lessening the duty of the lawyer to inform clients of their rights in other circumstances. When other types of insurance are involved, when there are other third-party payors of fees, or when multiple clients are represented, similar needs for fully informing clients exist, as recognized in rules 4-1.7(c) and 4-1.8(f).

#### Imputation of prohibitions

Under subdivision (k), a prohibition on conduct by an individual lawyer in subdivisions (a) through (i) also applies to all lawyers associated in a firm with the personally prohibited lawyer. For example, a lawyer in a firm may not enter into a business transaction with a client of another member of the firm without complying with subdivision (a), even if the first lawyer is not personally involved in the representation of the client.

### **Rule 4-1.9: Conflict of Interest; Former Client**

A lawyer who has formerly represented a client in a matter must not afterwards:

- (a) represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent;
- (b) use information relating to the representation to the disadvantage of the former client except as these rules would permit or require with respect to a client or when the information has become generally known; or
- (c) reveal information relating to the representation except as these rules would permit or require with respect to a client.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252); April 25, 2002 (820 So.2d 210); March 23, 2006, effective May 22, 2006 (933 So.2d 417); Nov. 19, 2009, effective Feb. 1, 2010 (24 So.3d 63); May 29, 2014, effective June 1, 2014 (140 So.3d 541).

#### Comment

After termination of a client-lawyer relationship, a lawyer may not represent another client except in conformity with this rule. The principles in rule 4-1.7 determine whether the interests of the pres-



ent and former client are adverse. Thus, a lawyer could not properly seek to rescind on behalf of a new client a contract drafted on behalf of the former client. So also a lawyer who has prosecuted an accused person could not properly represent the accused in a subsequent civil action against the government concerning the same transaction.

The scope of a "matter" for purposes of rule 4-1.9(a) may depend on the facts of a particular situation or transaction. The lawyer's involvement in a matter can also be a question of degree. When a lawyer has been directly involved in a specific transaction, subsequent representation of other clients with materially adverse interests clearly is prohibited. On the other hand, a lawyer who recurrently handled a type of problem for a former client is not precluded from later representing another client in a wholly distinct problem of that type even though the subsequent representation involves a position adverse to the prior client. Similar considerations can apply to the reassignment of military lawyers between defense and prosecution functions within the same military jurisdiction. The underlying question is whether the lawyer was so involved in the matter that the subsequent representation can be justly regarded as a changing of sides in the matter in question.

Matters are "substantially related" for purposes of this rule if they involve the same transaction or legal dispute, or if the current matter would involve the lawyer attacking work that the lawyer performed for the former client. For example, a lawyer who has previously represented a client in securing environmental permits to build a shopping center would be precluded from representing neighbors seeking to oppose rezoning of the property on the basis of environmental considerations; however, the lawyer would not be precluded, on the grounds of substantial relationship, from defending a tenant of the completed shopping center in resisting eviction for nonpayment of rent.

Lawyers owe confidentiality obligations to former clients, and thus information acquired by the lawyer in the course of representing a client may not subsequently be used by the lawyer to the disadvantage of the client without the former client's consent. However, the fact that a lawyer has once served a client does not preclude the lawyer from using generally known information about that client when later representing another client. Information that has been widely disseminated by the media to the public, or that typically would be obtained by any reasonably prudent lawyer who had never represented the former client, should be considered generally known and ordinarily will not be disqualifying. The essential question is whether, but for having represented the former client, the lawyer would know or discover the information.

Information acquired in a prior representation may have been rendered obsolete by the passage of time. In the case of an organizational client, general knowledge of the client's policies and practices ordinarily will not preclude a subsequent representation; on the other hand, knowledge of specific facts gained in a prior representation that are relevant to the matter in question ordinarily will pre-

clude such a representation. A former client is not required to reveal the confidential information learned by the lawyer in order to establish a substantial risk that the lawyer has confidential information to use in the subsequent matter. A conclusion about the possession of such information may be based on the nature of the services the lawyer provided the former client and information that would in ordinary practice be learned by a lawyer providing such services.

The provisions of this rule are for the protection of clients and can be waived if the former client gives informed consent. See terminology.

With regard to an opposing party's raising a question of conflict of interest, see comment to rule 4-1.7. With regard to disqualification of a firm with which a lawyer is associated, see rule 4-1.10.

#### Rule 4-1.10. Imputation of Conflicts of Interest; General Rule

(a) **Imputed Disqualification of All Lawyers in Firm.** While lawyers are associated in a firm, none of them may knowingly represent a client when any 1 of them practicing alone would be prohibited from doing so by rule 4-1.7 or 4-1.9 except as provided elsewhere in this rule, or unless the prohibition is based on a personal interest of the prohibited lawyer and does not present a significant risk of materially limiting the representation of the client by the remaining lawyers in the firm.

(b) **Former Clients of Newly Associated Lawyer.** When a lawyer becomes associated with a firm, the firm may not knowingly represent a person in the same or a substantially related matter in which that lawyer, or a firm with which the lawyer was associated, had previously represented a client whose interests are materially adverse to that person and about whom the lawyer had acquired information protected by rules 4-1.6 and 4-1.9(b) and (c) that is material to the matter.

(c) **Representing Interests Adverse to Clients of Formerly Associated Lawyer.** When a lawyer has terminated an association with a firm, the firm is not prohibited from thereafter representing a person with interests materially adverse to those of a client represented by the formerly associated lawyer unless:

(1) the matter is the same or substantially related to that in which the formerly associated lawyer represented the client; and

(2) any lawyer remaining in the firm has information protected by rules 4-1.6 and 4-1.9(b) and (c) that is material to the matter.

(d) **Waiver of Conflict.** A disqualification prescribed by this rule may be waived by the affected client under the conditions stated in rule 4-1.7.

(e) **Government Lawyers.** The disqualification of lawyers associated in a firm with former or current government lawyers is governed by rule 4-1.11.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252); March 23, 2006, effective May 22, 2006 (933 So.2d 417); July 7, 2011, effective Oct. 1, 2011 (67 So.3d 1037); May 29, 2014, effective June 1, 2014 (140 So.3d 541).





(e) if the lawyer has made reasonable efforts to prevent the access or disclosure. Factors to be considered in determining the reasonableness of the lawyer's efforts include, but are not limited to, the sensitivity of the information, the likelihood of disclosure if additional safeguards are not employed, the cost of employing additional safeguards, the difficulty of implementing the safeguards, and the extent to which the safeguards adversely affect the lawyer's ability to represent clients (e.g., by making a device or important piece of software excessively difficult to use). A client may require the lawyer to implement special security measures not required by this rule or may give informed consent to forgo security measures that would otherwise be required by this rule. Whether a lawyer may be required to take additional steps to safeguard a client's information in order to comply with other law, for example state and federal laws that govern data privacy or that impose notification requirements on the loss of, or unauthorized access to, electronic information, is beyond the scope of these rules. For a lawyer's duties when sharing information with nonlawyers outside the lawyer's own firm, see the comment to rule 4-5.3.

When transmitting a communication that includes information relating to the representation of a client, the lawyer must take reasonable precautions to prevent the information from coming into the hands of unintended recipients. This duty, however, does not require that the lawyer use special security measures if the method of communication affords a reasonable expectation of privacy. Special circumstances, however, may warrant special precautions. Factors to be considered in determining the reasonableness of the lawyer's expectation of confidentiality include the sensitivity of the information and the extent to which the privacy of the communication is protected by law or by a confidentiality agreement. A client may require the lawyer to implement special security measures not required by this rule or may give informed consent to the use of a means of communication that would otherwise be prohibited by this rule. Whether a lawyer may be required to take additional steps in order to comply with other law, for example state and federal laws that govern data privacy, is beyond the scope of these rules.

#### Former client

The duty of confidentiality continues after the client-lawyer relationship has terminated. See rule 4-1.9 for the prohibition against using such information to the disadvantage of the former client.

### Rule 4-1.7. Conflict of Interest; Current Clients

(a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer must not represent a client if:

- (1) the representation of 1 client will be directly adverse to another client; or
- (2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former

client or a third person or by a personal interest of the lawyer.

(b) Informed Consent. Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law;
- (3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and
- (4) each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.

(c) **Explanation to Clients.** When representation of multiple clients in a single matter is undertaken, the consultation must include an explanation of the implications of the common representation and the advantages and risks involved.

(d) **Lawyers Related by Blood, Adoption, or Marriage.** A lawyer related by blood, adoption, or marriage to another lawyer as parent, child, sibling, or spouse must not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except with the client's informed consent, confirmed in writing or clearly stated on the record at a hearing.

(e) **Representation of Insureds.** Upon undertaking the representation of an insured client at the expense of the insurer, a lawyer has a duty to ascertain whether the lawyer will be representing both the insurer and the insured as clients, or only the insured, and to inform both the insured and the insurer regarding the scope of the representation. All other Rules Regulating The Florida Bar related to conflicts of interest apply to the representation as they would in any other situation.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252); Jan. 23, 2003, effective July 1, 2003 (838 So.2d 1140); March 23, 2006, effective May 22, 2006 (933 So.2d 417); May 29, 2014, effective June 1, 2014 (140 So.3d 541).

#### Comment

##### Loyalty to a client

Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. Conflicts of interest can arise from the lawyer's responsibilities to another client, a former client or a third person, or from the lawyer's own interests. For specific rules regarding certain conflicts of interest, see rule 4-1.8. For former client conflicts of interest, see rule 4-1.9. For conflicts of interest involving prospective clients, see rule 4-1.18. For definitions of "informed consent" and "confirmed in writing," see terminology.

An impermissible conflict of interest may exist before representation is undertaken, in which event



the representation should be declined. If such a conflict arises after representation has been undertaken, the lawyer should withdraw from the representation. See rule 4-1.16. Where more than 1 client is involved and the lawyer withdraws because a conflict arises after representation, whether the lawyer may continue to represent any of the clients is determined by rule 4-1.9. As to whether a client-lawyer relationship exists or, having once been established, is continuing, see comment to rule 4-1.3 and scope.

As a general proposition, loyalty to a client prohibits undertaking representation directly adverse to that client's or another client's interests without the affected client's consent. Subdivision (a)(1) expresses that general rule. Thus, a lawyer ordinarily may not act as advocate against a person the lawyer represents in some other matter, even if it is wholly unrelated. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only generally adverse, such as competing economic enterprises, does not require consent of the respective clients. Subdivision (a)(1) applies only when the representation of 1 client would be directly adverse to the other and where the lawyer's responsibilities of loyalty and confidentiality of the other client might be compromised.

Loyalty to a client is also impaired when a lawyer cannot consider, recommend, or carry out an appropriate course of action for the client because of the lawyer's other responsibilities or interests. The conflict in effect forecloses alternatives that would otherwise be available to the client. Subdivision (a)(2) addresses such situations. A possible conflict does not itself preclude the representation. The critical questions are the likelihood that a conflict will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably should be pursued on behalf of the client. Consideration should be given to whether the client wishes to accommodate the other interest involved.

#### Consultation and consent

A client may consent to representation notwithstanding a conflict. However, as indicated in subdivision (a)(1) with respect to representation directly adverse to a client and subdivision (a)(2) with respect to material limitations on representation of a client, when a disinterested lawyer would conclude that the client should not agree to the representation under the circumstances, the lawyer involved cannot properly ask for such agreement or provide representation on the basis of the client's consent. When more than 1 client is involved, the question of conflict must be resolved as to each client. Moreover, there may be circumstances where it is impossible to make the disclosure necessary to obtain consent. For example, when the lawyer represents different clients in related matters and 1 of the clients refuses to consent to the disclosure necessary to permit the other client to make an informed decision, the lawyer cannot properly ask the latter to consent.

#### Lawyer's interests

The lawyer's own interests should not be permitted to have adverse effect on representation of a client. For example, a lawyer's need for income should not lead the lawyer to undertake matters that cannot be handled competently and at a reasonable fee. See rules 4-1.1 and 4-1.5. If the probity of a lawyer's own conduct in a transaction is in serious question, it may be difficult or impossible for the lawyer to give a client detached advice. A lawyer may not allow related business interests to affect representation, for example, by referring clients to an enterprise in which the lawyer has an undisclosed interest.

#### Conflicts in litigation

Subdivision (a)(1) prohibits representation of opposing parties in litigation. Simultaneous representation of parties whose interests in litigation may conflict, such as co-plaintiffs or co-defendants, is governed by subdivisions (a), (b), and (c). An impermissible conflict may exist by reason of substantial discrepancy in the parties' testimony, incompatibility in positions in relation to an opposing party, or the fact that there are substantially different possibilities of settlement of the claims or liabilities in question. Such conflicts can arise in criminal cases as well as civil. The potential for conflict of interest in representing multiple defendants in a criminal case is so grave that ordinarily a lawyer should decline to represent more than 1 co-defendant. On the other hand, common representation of persons having similar interests is proper if the risk of adverse effect is minimal and the requirements of subdivisions (b) and (c) are met.

Ordinarily, a lawyer may not act as advocate against a client the lawyer represents in some other matter, even if the other matter is wholly unrelated. However, there are circumstances in which a lawyer may act as advocate against a client. For example, a lawyer representing an enterprise with diverse operations may accept employment as an advocate against the enterprise in an unrelated matter if doing so will not adversely affect the lawyer's relationship with the enterprise or conduct of the suit and if both clients consent upon consultation. By the same token, government lawyers in some circumstances may represent government employees in proceedings in which a government agency is the opposing party. The propriety of concurrent representation can depend on the nature of the litigation. For example, a suit charging fraud entails conflict to a degree not involved in a suit for a declaratory judgment concerning statutory interpretation.

A lawyer may represent parties having antagonistic positions on a legal question that has arisen in different cases, unless representation of either client would be adversely affected. Thus, it is ordinarily not improper to assert such positions in cases pending in different trial courts, but it may be improper to do so in cases pending at the same time in an appellate court.

#### Interest of person paying for a lawyer's service

A lawyer may be paid from a source other than the client, if the client is informed of that fact and consents and the arrangement does not compromise the lawyer's duty of loyalty to the client. See rule



4-1.8(f). For example, when an insurer and its insured have conflicting interests in a matter arising from a liability insurance agreement and the insurer is required to provide special counsel for the insured, the arrangement should assure the special counsel's professional independence. So also, when a corporation and its directors or employees are involved in a controversy in which they have conflicting interests, the corporation may provide funds for separate legal representation of the directors or employees, if the clients consent after consultation and the arrangement ensures the lawyer's professional independence.

#### Other conflict situations

Conflicts of interest in contexts other than litigation sometimes may be difficult to assess. Relevant factors in determining whether there is potential for adverse effect include the duration and intimacy of the lawyer's relationship with the client or clients involved, the functions being performed by the lawyer, the likelihood that actual conflict will arise, and the likely prejudice to the client from the conflict if it does arise. The question is often one of proximity and degree.

For example, a lawyer may not represent multiple parties to a negotiation whose interests are fundamentally antagonistic to each other, but common representation is permissible where the clients are generally aligned in interest even though there is some difference of interest among them.

Conflict questions may also arise in estate planning and estate administration. A lawyer may be called upon to prepare wills for several family members, such as husband and wife, and, depending upon the circumstances, a conflict of interest may arise. In estate administration the identity of the client may be unclear under the law of some jurisdictions. In Florida, the personal representative is the client rather than the estate or the beneficiaries. The lawyer should make clear the relationship to the parties involved.

A lawyer for a corporation or other organization who is also a member of its board of directors should determine whether the responsibilities of the 2 roles may conflict. The lawyer may be called on to advise the corporation in matters involving actions of the directors. Consideration should be given to the frequency with which such situations may arise, the potential intensity of the conflict, the effect of the lawyer's resignation from the board, and the possibility of the corporation's obtaining legal advice from another lawyer in such situations. If there is material risk that the dual role will compromise the lawyer's independence of professional judgment, the lawyer should not serve as a director.

#### Conflict charged by an opposing party

Resolving questions of conflict of interest is primarily the responsibility of the lawyer undertaking the representation. In litigation, a court may raise the question when there is reason to infer that the lawyer has neglected the responsibility. In a criminal case, inquiry by the court is generally required when a lawyer represents multiple defendants. Where the conflict is such as clearly to call in

question the fair or efficient administration of justice, opposing counsel may properly raise the question. Such an objection should be viewed with caution, however, for it can be misused as a technique of harassment. See scope.

#### Family relationships between lawyers

Rule 4-1.7(d) applies to related lawyers who are in different firms. Related lawyers in the same firm are also governed by rules 4-1.9 and 4-1.10. The disqualification stated in rule 4-1.7(d) is personal and is not imputed to members of firms with whom the lawyers are associated.

The purpose of Rule 4-1.7(d) is to prohibit representation of adverse interests, unless informed consent is given by the client, by a lawyer related to another lawyer by blood, adoption, or marriage as a parent, child, sibling, or spouse so as to include those with biological or adopted children and within relations by marriage those who would be considered in-laws and stepchildren and stepparents.

#### Representation of insureds

The unique tripartite relationship of insured, insurer, and lawyer can lead to ambiguity as to whom a lawyer represents. In a particular case, the lawyer may represent only the insured, with the insurer having the status of a non-client third party payor of the lawyer's fees. Alternatively, the lawyer may represent both as dual clients, in the absence of a disqualifying conflict of interest, upon compliance with applicable rules. Establishing clarity as to the role of the lawyer at the inception of the representation avoids misunderstanding that may ethically compromise the lawyer. This is a general duty of every lawyer undertaking representation of a client, which is made specific in this context due to the desire to minimize confusion and inconsistent expectations that may arise.

#### Consent confirmed in writing or stated on the record at a hearing

Subdivision (b) requires the lawyer to obtain the informed consent of the client, confirmed in writing or clearly stated on the record at a hearing. With regard to being confirmed in writing, such a writing may consist of a document executed by the client or one that the lawyer promptly records and transmits to the client following an oral consent. See terminology. If it is not feasible to obtain or transmit the writing at the time the client gives informed consent, then the lawyer must obtain or transmit it within a reasonable time afterwards. See terminology. The requirement of a writing does not supplant the need in most cases for the lawyer to talk with the client, to explain the risks and advantages, if any, of representation burdened with a conflict of interest, as well as reasonably available alternatives, and to afford the client a reasonable opportunity to consider the risks and alternatives and to raise questions and concerns. Rather, the writing is required in order to impress upon clients the seriousness of the decision the client is being asked to make and to avoid disputes or ambiguities that might later occur in the absence of a writing.

## Ashley Bourget

---

**From:** Peter M. Feaman <pfeaman@feamanlaw.com>  
**Sent:** Thursday, December 22, 2016 3:53 PM  
**To:** Alan Rose  
**Cc:** boconnell@ciklinlubitz.com; Foglietta, Joy A; tbernstein@lifeinsuranceconcepts.com; dzlewis@aol.com  
**Subject:** RE: 57.105 Motion -- follow up

We believe or Motion is very well grounded in fact and law.

### *Peter M. Feaman*

PETER M. FEAMAN, P.A.

3695 West Boynton Beach Boulevard  
Suite 9  
Boynton Beach, FL 33436  
Telephone: 561-734-5552  
Facsimile: 561-734-5554  
[www.feamanlaw.com](http://www.feamanlaw.com)

**Confidentiality:** The email message and any attachment to this email message may contain privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you receive this communication in error, please immediately notify the sender by return email and delete this message.

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Thursday, December 22, 2016 3:49 PM  
**To:** Peter M. Feaman  
**Cc:** 'boconnell@ciklinlubitz.com'; 'Foglietta, Joy A'; 'Ted Bernstein ([tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com))'; 'dzlewis@aol.com'  
**Subject:** 57.105 Motion -- follow up

Peter:

In light of the attached Notice of No Conflict or Waiver by the PR of the Estate and, paragraph 4 from the attached filing from long ago by the Curator, who clearly states that our work saved the Estate from incurring fees, we implore you to drop the nonsense and withdraw the Motion to Vacate and the Motion to Disqualify my law firm.

These are frivolous motions, and we will be seeking severe sanctions against your client and your law firm for these actions.

Stansbury's case will be tried next year, by me or someone else, and then he will have his answer. In meantime, for the sake of the grandchildren, withdraw these motions and let's get to the merits.

Happy holidays.

Alan

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991



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

IN RE:

CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**PR'S STATEMENT OF ITS POSITION THAT THERE IS NO CONFLICT  
AND HIS WAIVER OF ANY POTENTIAL CONFLICT**

I, Brian O'Connell, am the court-appointed Personal Representative ("PR") of The Estate of Simon L. Bernstein ("Estate"). Based upon the Will upheld during a probate trial conducted last December, resulting in a Final Judgment dated December 16, 2015, Simon Bernstein's children are the named devisees of certain personal property, but the sole residuary beneficiary of the Estate is the current trustee of the Simon L. Bernstein Amended and Restated Trust dated July 25, 2012 ("Trust"). That role is currently being fulfilled by Ted S. Bernstein, as Successor Trustee ("Trustee").

There are certain persons who have asserted potential claims against the Estate. The largest such claim is an independent action styled *William E. Stansbury, Plaintiff, v. Estate of Simon L. Bernstein and Bernstein Family Realty, LLC, Defendants*, in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50 2012 CA 013933 MB AN (the "Stansbury Lawsuit"). In that action, Stansbury is suing the Estate for more than \$2.5 million, asserting claims for breach of oral contract; fraud in the inducement; civil conspiracy; unjust enrichment; equitable lien; and constructive trust. Each of these claims arises from Stansbury's employment with and involvement in an insurance business in which the principal shareholders were Ted Bernstein and Simon Bernstein.

The Stansbury Lawsuit was filed in July 2012, while Simon was alive. After Simon died, the Estate was substituted as the party defendant, and the former personal representatives hired counsel to defend the Estate. The primary defendant in that action was LIC Holdings, Inc. ("LIC"), along with its wholly-owned company, Arbitrage International Management, LLC, f/k/a Arbitrage International Holdings, LLC ("AIM"). Stansbury also maintained claims against the Shirley Bernstein Trust Agreement Dated May 20, 2008 ("Shirley Trust"), and Ted S. Bernstein, Individually ("Ted").

The law firm of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. ("Mrachek") served as counsel for LIC, AIM, Shirley Trust and Ted Mrachek beginning in April 2013, formally appearing on April 15, 2013. As I was not appointed PR until sometime in July of 2014, I had no involvement or knowledge of this matter at that time.

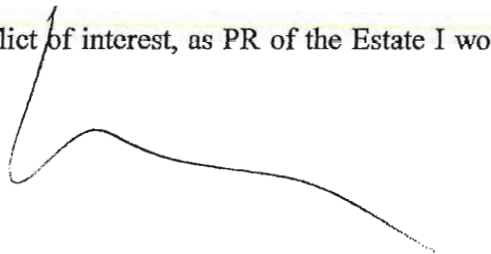
I have been advised that Mrachek represented those defendants and the position taken is not in conflict or adverse to the Estate's position. After mediation in June 2014, LIC, AIM, Shirley Trust and Ted settled with Stansbury. The Estate, then under the control of a Curator, did not settle with Stansbury. After my appointment, to avoid unnecessary expense, settlement efforts were made. Those efforts, including through a mediation held on July 25, 2016, were unsuccessful.

Some of the direct and indirect beneficiaries of the Estate I am administering advised me, in light of the Mrachek firm's prior and extensive involvement in the Stansbury Lawsuit, the beneficiaries wanted Mrachek to represent the Estate in the Stansbury Lawsuit. I agreed to that request, and agreed that Mrachek was retained to represent the Estate.

Additionally, I agreed to Trustee, Ted, being appointed to serve as administrator ad litem with regard to overseeing the defense of the Estate in the Stansbury Lawsuit for at least three two reasons: (i) Ted agreed to serve in that role for no additional compensation, whereas any time I spend will cost the Estate a reasonable fee for my services; (ii) Ted has direct knowledge of the facts and circumstances surrounding the Stansbury lawsuit, because he was part of LIC and AIM at the relevant time, he was Simon's son, and he was extensively involved in the Stansbury Lawsuit already as a defendant and as a corporate representative of LIC and AIM; (iii) I have no personal knowledge or involvement in this matter; and (iv) there is no reason to believe Mrachek and Ted will not adequately and vigorously defend the Estate's interests.

It is also in the best interest of the Estate (not only the beneficiaries but any creditors and claimants with the possible exception of Stansbury) to have the Stansbury Lawsuit resolved as quickly and efficiently as possible, because this Estate administration must remain open and ongoing until the Stansbury Lawsuit is resolved, and the expenses of defending the claim will cost the Estate money and time until the case is finally determined.

To the extent there is a waivable conflict of interest, as PR of the Estate I would waive any such conflict.



---

BRIAN O'CONNELL, Personal Representative

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE:

WILLIAM E. STANSBURY,  
Plaintiff,

CASE NO. 502012CA013933MBAA

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.

CURATOR'S MOTION TO STAY PROCEEDINGS

COMES NOW, Curator, Benjamin P. Brown ("Curator"), by and through undersigned  
counsel, files this Motion to Stay Proceedings, and states as follows:

1. On February 25, 2014, in probate court in Case No. 5021012CP004391, *In Re: Estate of Simon L. Bernstein*, (Palm Beach County Probate Division) (the "Probate Court") entered an Order on "Interested Person" William Stansbury's Motion for the Appointment of a Curator or Successor Personal Representative ("Order Appointing Curator"), appointing Benjamin P. Brown as Curator of the Estate of Simon L. Bernstein ("Estate"). On March 11, 2014, this Court entered Letters of Curatorship in Favor of Benjamin Brown ("Letters"). A copy of the Letters is attached hereto as Exhibit A.

2. The Letters authorize the Curator to appear on behalf of the Estate in this case for the stated purposes.

3. Co-Defendant, Ted Bernstein ("Ted"), is the son of the decedent.



4. In this case, Ted, along with other Co-Defendants represented by the same counsel, has defended against all of the Plaintiff's allegations and claims. The Curator did not retain counsel in order to avoid having the Estate incur the expense of legal work that was likely to be duplicative of the work being performed by Ted's counsel.

5. However, on June 23, 2014, this Court entered an Order, attached hereto as Exhibit B, dismissing Ted and the other Co-Defendants in this case, except for the Estate and Bernstein Family Realty, LLC.

6. As a result, the Estate will need to retain counsel in this case.

7. On July 11 and 16, 2014, the Probate Court will conduct hearings during which the Probate Court has indicated that a Successor Personal Representative will be appointed. The Probate Court has further indicated that the Successor Personal Representative, rather than the Curator, should defend the claims Plaintiff has made against the Estate.

8. A short stay will permit the appointment of a Successor Personal Representative and allow the Successor Personal Representative to retain counsel to defend against the claims Plaintiff has made against the Estate.

9. There are currently no hearings or depositions set, no pending discovery, and no unheard motions in this case. This case is not set for trial.

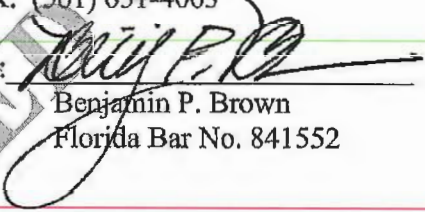
10. Accordingly, it would be in the interest of judicial economy to stay this proceeding until appointment of a Successor Personal Representative. *See, REWJB Gas Invs. v. Land O'Sun Realty, Ltd.*, 643 So. 2d 1107, 1108 (Fla. 4th DCA 1994) ("The granting of a stay of proceedings by a trial court, pending the outcome of an action in another court, is in the broad discretion of the trial court.").



WHEREFORE, the Curator requests stay of this proceeding for a period extending twenty (20) days after appointment of a Successor Personal Representative for the Estate by the Probate Court, and for such further relief as the Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by e-mail upon the parties listed on the attached service list, on this 25 day of June, 2014.

MATWICZYK & BROWN LLP  
Attorney for Curator  
625 N. Flagler Drive, Suite 401  
West Palm Beach, FL 33401  
Telephone: (561) 651-4004  
Fax: (561) 651-4003

By:   
Benjamin P. Brown  
Florida Bar No. 841552

**SERVICE LIST**

Estate of Simon L. Bernstein

Palm Beach County Case No. 502012CP004391XXXXSB

Max Friedstein 2142 Churchill Lane Highland Park, IL 6003	Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 <a href="mailto:arose@pm-law.com">arose@pm-law.com</a>	John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 <a href="mailto:john@PankauskiLawfirm.com">john@PankauskiLawfirm.com</a>	Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 6003 <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a> <a href="mailto:lisa.friedstein@gmail.com">lisa.friedstein@gmail.com</a>
Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 <a href="mailto:psimon@stpcorp.com">psimon@stpcorp.com</a>	Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 <a href="mailto:ijb@jblegal.com">ijb@jblegal.com</a>	Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a>	Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 NW 34th Street Boca Raton, FL 33434 <a href="mailto:iviewit@iviewit.tv">iviewit@iviewit.tv</a>
Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a>	Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 <a href="mailto:pfeaman@feamanlaw.com">pfeaman@feamanlaw.com</a>	Eliot Bernstein 2753 NW 34th Street Boca Raton, FL 33434 <a href="mailto:iviewit@iviewit.tv">iviewit@iviewit.tv</a>	John P. Morrissey, Esq. 330 Clematis Street, Suite 213 West Palm Beach, FL 33401 <a href="mailto:john@jmorrisseylaw.com">john@jmorrisseylaw.com</a>
Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a> <a href="mailto:lisa.friedstein@gmail.com">lisa.friedstein@gmail.com</a>	William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 <a href="mailto:bill@palmettobaylaw.com">bill@palmettobaylaw.com</a>		

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

IN RE:

CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**AMENDED MOTION FOR SANCTIONS PURSUANT TO FLORIDA STATUTE  
§57.105 AGAINST WILLIAM STANSBURY AND PETER FEAMAN, ESQ. FOR  
FILING MOTION TO VACATE IN PART ORDER PERMITTING RETENTION  
OF MRACHEK FIRM [DE 497] AND MOTION TO DISQUALIFY [filed 11-28-16];  
AND FOR STANSBURY'S FILING RESPONSE IN OPPOSITION TO MOTIONS  
TO APPOINT ADMINISTRATOR AS LITEM [DE 471] AND TO RATIFY AND  
CONFIRM APPOINTMENT OF TED S. BERNSTEIN AS SUCCESSOR TRUSTEE  
OF THE SIMON BERNSTEIN AMENDED AND RESTATED TRUST [DE 495 ]**

Ted S. Bernstein, as Successor Trustee of the Simon L. Bernstein Amended and Restated Trust ("Trustee"), moves for sanctions against Claimant, William Stansbury and his counsel, Peter Feaman, Esq. of the law firm Peter M. Feaman, P.A., for violating sections 57.105(1) and/or (2). In addition to the argument set forth herein, Trustee incorporates his Omnibus Response and Reply Memorandum filed November 28, 2016. In support of sanctions, Trustee states:

**INTRODUCTION**

William Stansbury and his counsel, Peter Feaman, Esq. (collectively "Stansbury"), have been the thorn in the side of this modest estate<sup>1</sup> for more than four years. Stansbury filed a multi-million dollar claim against the decedent, and is continuing that claim against the Estate, but has refused to settle or try the case. Instead, Stansbury has simply opposed (or ignored) everything that the Trustee has tried to accomplish to lower the expenses of the case and conclude the administration.

---

<sup>1</sup> The Inventory filed by the current Personal Representative, Brian O'Connell, lists the total assets of the Estate of Simon L. Bernstein at \$1,121,325.51. Removing the illiquid assets, the Estate now has only a few hundred thousand dollars in cash. The remaining assets, including a second mortgage on Eliot Bernstein's home and certain claims, are of dubious value. By the time Stansbury's claim is tried, and given the high costs of administering this Estate, there likely will be very little remaining in the Estate (other than the Estate's fee claims against Stansbury).

Now, despite raising no argument at the hearing on the Trustee's Motion seeking, in part, approval for the Estate to retain Alan B. Rose, Esq. and the Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. law firm ("Mrachek Firm") to defend it against Stansbury's claim, Stansbury now seeks to have this Court vacate and reconsider that Order.<sup>2</sup> In addition, Stansbury opposes the Trustee's Motion to ratify his appointment or to have the Court appoint Trustee based upon the unanimous agreement of the beneficiaries, despite a prior unappealed order finding he has no standing to seek the removal of a trustee.<sup>3</sup> As a result of the both of these frivolous positions, the court should award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney because these claims or defenses are not supported by the material facts necessary to establish the claim or defense, nor are they supported by the application of then-existing law to those material facts.

~~Through the Motion to Vacate the retention order and disqualify the Mrachek Firm from representing the Estate, Stansbury now is trying to choose who can represent his adversary (the Estate) in the independent action in which Stansbury seeks more than \$2.5 million – far more in damages than the total assets of the Estate.~~

---

<sup>2</sup> The full title is *Motion To Vacate In Part The Court's Ruling On September 7, 2016, and/or Any Subsequent Order, Permitting The Estate Of Simon Bernstein To Retain Alan Rose And Page, Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss P.A. As Legal Counsel And Motion for Evidentiary Hearing To Determine Whether Rose And Page, Mrachek Are Disqualified From Representing The Estate Due To An Inherent Conflict Of Interest*, filed October 7, 2010. [DE 497] On November 28, 2016, Stansbury also filed a similar *Motion to Disqualify etc.* [DE 508] raising the same issues. Both Motions are the subject of this sanctions motion.

<sup>3</sup> See *Motion to Ratify and Confirm Appointment of Ted S. Bernstein as Successor Trustee of Trust Which Is Sole Beneficiary of the Estate*, filed August 10, 2016 [DE 473] and *Stansbury's Response in Opposition to Motion to Ratify and Confirm Appointment of Ted S. Bernstein as Successor Trustee of the Simon Bernstein Amended and Restated Trust*, filed September 23, 2016. [DE 495 ]

The Motion is untimely, improper, and sanctionable, and evidences a further attempt by Stansbury to hijack the Estate for his own benefit. Stansbury also seeks to hinder, delay and obstruct the orderly administration of the Trust, which is the sole residuary beneficiary of the Estate. The Trust beneficiaries all agree the Trustee should continue to serve, and are trying to eliminate the unnecessary expense of continuing to litigate that issue. Because no funds can flow from the Estate to the Trust unless and until Stansbury's claim has been resolved, any claims by Stansbury that he has standing or may be prejudiced by Ted Bernstein serving as Trustee are nonsensical.

By way of background, preying on Simon's erratic child, Eliot Ivan Bernstein ("Eliot"), Stansbury has been manipulating these proceedings and attempting to exert influence over the selection of personal representatives; the selection of counsel; the accountings; the search for assets (except when inconsistent with Eliot's wishes); etc. Indeed, despite his opposition and objections to many things, even small dollar items, which has drastically increased the expense of the Estate's administration, Stansbury has never expressed concern over one of the largest assets in this Estate, a mortgage on Eliot's home. Nor has Stansbury ever questioned any of the substantial fee petitions filed by the Personal Representative to administer the Estate. Now that Eliot had been ruled to lack standing, Stansbury continues filing papers pushing Eliot's agenda.

Against the backdrop of increased expense and delay, the beneficiaries agreed in a Mediation Settlement Agreement to ratify the appointment of Ted S. Bernstein ("Ted" or "Trustee"), as Trustee of Simon's Trust, and to have the Trustee and the Mrachek Firm (which has been directly involved in Stansbury's litigation for several years) assume representation of the Estate in the independent action. Before the mediation, Stansbury had been complaining that the underlying action was moving too slowly. He requested a status conference on July 11, 2016, complaining that Mr. O'Connell was not available and the case was taking too long. In light of those concerns, the beneficiaries agreed



at the mediation to speed things up. Now, Stansbury says things are moving too quickly and should be slowed down or stayed altogether, for months.

After mediation, the Trustee filed the Motion to Retain [DE 471], seeking to appoint the Trustee as administrator ad litem and to retain the Mrachek Firm as counsel. Stansbury opposed the appointment of Ted Bernstein as administrator ad litem. This opposition may have been fueled by a desire to please Eliot. It may also have been fueled by anger and hostility toward Ted. Regardless, the most relevant consideration is that Stansbury seeks to prevent the most knowledgeable person (Ted) and the most knowledgeable and "up-to-speed" lawyers (Mrachek Firm) from defending against Stansbury's claims. Indeed, Ted is the only person still alive and still involved in these proceedings with any knowledge about Stansbury claims. After all, Ted was an officer, director and largest shareholder of the company which employed Stansbury, Simon and Ted and which is at the heart of Stansbury's \$2.5 million claim. Ted also is the only person willing to stand up and defend the Estate against Stansbury's claim.

Stansbury's objection certainly cannot be based on the fact that Ted would serve for free, saving the Estate tens of thousands to be incurred by Mr. O'Connell defending the claim. Nor could it be based upon Ted's general availability, as contrasted with the very limited availability of Mr. O'Connell, a very busy probate lawyer. Regardless, Stansbury opposed Ted's appointment. But Stansbury filed nothing challenging the Estate's retention of the Mrachek Firm.

Judge Phillips conducted a hearing and entered an order approving the Estate's retention of the Mrachek Firm, and deferring on whether to appoint Ted. Then, there was a status conference before the trial court in the underlying action, at which the undersigned was granted leave to amend the affirmative defenses, and the parties discussed setting the case for trial immediately thereafter. Stansbury made no mention of any issue at the status conference. But as the train was about to get

moving, after the trial court status conference, Stansbury moved this Court to vacate the retention of the Mrachek Firm. He then sought to stay the underlying case *for months* until the Motion to Vacate (essentially disqualify the Mrachek firm) can be heard.

There is no basis for the Motion to Vacate. Purely tactical motions to disqualify opposing counsel are highly disfavored. In this case, the motion to disqualify counsel was brought by a party who was *never* a client of the law firm; shared no confidences or secrets with the law firm; and unreasonably delayed bringing the issue up the forefront. Trustee and his counsel move for sanctions because such strategic gambits are not only disfavored, but prohibited. Stansbury and his counsel should be sanctioned for this maneuver. The Motion to Vacate should be summarily denied; and Stansbury (both client and lawyer) should be sanctioned for pursuing this Motion which is meritless and filed for an improper purpose, and for pursuing other unsupportable defenses and positions.

~~The Mrachek Firm has never represented Stansbury. But the Mrachek Firm did serve as lead counsel for the primary defendant in the underlying Stansbury lawsuit, LIC Holdings, Inc. and other principal defendants in the underlying case:~~

<u>PLAINTIFF</u>	<u>COUNSEL</u>
William E. Stansbury,	Feaman
vs.	
<u>DEFENDANTS</u>	
Ted S. Bernstein	Mrachek
Estate of Simon L. Bernstein	Manceri/ <u>??</u>
Ted S. Bernstein, as Trustees of the Shirley Bernstein Trust Agreement	Mrachek
Lic Holdings, Inc.	Mrachek
Arbitrage International Management, LLC	Mrachek
Bernstein Family Realty, Llc	Manceri/Lessne

Since the Mrachek Firm's representation of defendants in the Stansbury case began, its lawyers handled all aspects of the litigation, including but not limited to: interviewing witnesses; document production; motion practice, including winning a key issue resulting in the dismissal of any derivative claims; began the deposition of Stansbury; prepared for trial; conducted mediation, at which most of the case settled except for the claim against Simon individually.<sup>4</sup> ***Again, Mrachek Firm has never represented Stansbury in anything.***

Two additional points bear on this analysis. First, the Curator appointed by this Court, Ben Brown, confirmed in a Motion for Stay that the Mrachek Firm's legal services to the other defendants enabled him to not retain separate counsel for the Estate, thereby saving the Estate from incurring fees. [Case 502012CA0013933 DE 215]

Second, the Personal Representative, Brian O'Connell, has acknowledged in writing that (a) he sees no conflict and (b) he would waive any waivable conflict to allow the Estate to retain the Mrachek Firm, thereby reducing expenses and complying with the wishes of the beneficiaries. Mr. O'Connell's statement is attached as Exhibit "1".

The Motion for Stay and the written waiver were provided to Stansbury and his counsel to in an effort to persuade them to thoughtfully reconsider their position and withdraw the motion to disqualify. However, within three minutes (certainly not sufficient time to even read, let alone carefully consider this information), they responded their position remains unchanged.

Thus, the Motion to Vacate violates section 57.105 and warrants sanctions against Stansbury and his counsel.

---

<sup>4</sup> The Curator appointed by this Court, Ben Brown, confirmed in a Motion for Stay that the Mrachek Firm's legal services to the other defendants enable him to not retain separate counsel for the Estate, thereby saving the Estate from incurring fees. [Case 502012CA0013933 DE 215] This filing has been provided to Stansbury and his counsel to enable them to thoughtfully reconsider their position, but within three minutes they responded their position remains unchanged.



## GROUNDS FOR SANCTIONS

As grounds for sanctions, Trustee states:

1. On July 30, 2012, Stanbury filed suit against Simon Bernstein, his companies (LIC and AIM), his son (Ted S. Bernstein), a trust under his control (Shirley Trust), and others. Initially, all defendants including Simon retained the same counsel.

2. Simon died on September 13, 2012. Under the terms of his Will, Donald Tescher and Robert Spallina were nominated as Co-Personal Representatives. They hired counsel, Mark Manceri, to represent the Estate and Trustees, the Shirley Bernstein Trust, a related trust for which they served as Co-Successor.

3. On April 1, 2013, Mrachek Firm became involved in the Stansbury case, representing LIC, AIM and Ted. The Estate, through Tescher and Spallina, continued to be represented by Manceri, a sole practioner; however, Mrachek Firm took the laboring oar on all matters, and worked with Manceri to streamline the Estate's expense.

4. In January, 2014, Tescher and Spallina resigned. A Curator (Benjamin Brown, Esq.) was appointed because Stansbury and Eliot objected to the appointment of Ted S. Bernstein as Personal Representative. Thereafter, while Brown served as Curator, the Estate was essentially unrepresented by trial counsel, with Mr. Brown acting as counsel, but with Mrachek Firm doing all of the work.

5. At a mediation held on June 9, 2014, Stansbury settled with LIC, AIM, Ted and the Shirley Trust. Because no one was truly representing the Estate, and its only representative was Mr. Brown as the then-Curator, the Estate was unable to settle its claims. The Trustee, as sole beneficiary of the Estate, did everything he could to attempt to achieve a settlement for the Estate, but to no avail.

6. After the Curator was replaced with Mr. O'Connell as Personal Representative, and despite good faith efforts, it appears that there can be no settlement with Stansbury. Regardless, virtually nothing happened in the underlying litigation for more than two years, with Stansbury showing no interest in moving the case forward. From his standpoint and to his credit, Mr. O'Connell took no action and incurred virtually no expense in defending the Stansbury claim, likely operating under the hope and belief that the claim would be resolved. Toward that end, a mediation was held on July 25, 2016, at which the parties were hopeful that the case would settle. It did not.

7. Sometime in 2016, all of the sudden, Stansbury decided the case had to begin moving. Mr. O'Connell, the Personal Representative, was not available for depositions fast enough for Stansbury. So, on July 8, 2016, Stansbury filed a motion for case management conference, complaining that the Estate's counsel was not available and deposition could not be taken until November, 2016, which was unacceptable to Stansbury.

8. Mediation occurred on July 25, 2016. The parties mediated all open issues, including the claim by Stansbury against the Estate. That case did not settle and an impasse was declared. However, the beneficiaries of the Estate (including the Guardian) and the Trustee all agreed to a global settlement of all disputes between and among the beneficiaries. The Trustee and beneficiaries included in their Mediation Settlement Agreement a provision confirming their agreement as to how to move the Stansbury claim to a prompt resolution:

In light of their prior and extensive involvement in the case, the Mrachek Law firm shall represent the Estate in the case Stansbury v. the Estate, and if necessary and appropriate (subject to court approval), Ted Bernstein shall be appointed as administrator ad litem to defend the Estate's position in that case. They are directed to have the issues resolved by the court in an expeditious manner.

9. On August 5, 2016, the Trustee served the Motion to Retain, and emailed a copy to Stansbury's counsel. The email provided:

We have filed the attached Motion to retain our firm and appoint Ted to defend against Stansbury's claim.

If you object, advise us by 5 pm next Thursday, August 11, 2016. If no objections, we will submit an agreed order.

If any objections, we will coordinate a hearing only with the objecting parties.

***As the PR, Mr. O'Connell, has agreed to this, I urge everyone to agree to this motion reduce expenses and save money for the Estate by avoiding a hearing.***

Thanks

10. On Friday August 12, 2016, the Trustee's counsel emailed all counsel stating that he had received no objection to the Motion to Retain. Stansbury's counsel responded that day, stating "Mr. Stansbury OBJECTS to the Order. . . . We believe you have a non-waivable conflict of interest in representing the Estate."

11. On August 22, 2016, Stansbury filed an objection, but the objection was limited to opposing Ted serving as administrator ad litem. Stansbury's counsel did not object to the Personal Representative's retention of Mrachek Firm to defend the Estate against the Stansbury claim.

12. On September 1, 2016, Judge Phillips heard the Motion to Retain. Stansbury's counsel advised the Court that there was no objection to the retention of the Mrachek Firm; only to the administrator ad litem. Judge Phillips granted the Motion with regard to retaining Mrachek Firm, and deferred to a later evidentiary hearing the administrator ad litem issue. A proposed order was circulated by email on September 1. Mrachek Firm continued working on the matter defending the Estate.

13. On September 26, 2016, Judge Phillips entered the Order. [DE 496]

14. On October 5, 2016, the trial court held a Status Conference in the underlying case. The trial court, The Hon. Cheryl Caracuzzo, wanted to set the case for trial. There was an agreement

that the Estate was leave to amend its affirmative defenses, which has been completed. Now, the Stansbury litigation is at issue and ready to be set for trial.

15. On October 10, 2016, Stansbury filed the Motion to Vacate [DE 497], claiming there was a conflict of interest because Mrachek Firm represents Ted S. Bernstein as Trustee of the Simon Estate, and Ted S. Bernstein also is the trustee of a separate trust which, on a matter unrelated to Stansbury's claim against the Estate, is adverse to the Estate.<sup>5</sup>

16. On December 22, 2016, Mr. O'Connell signed a *Statement of Its Position There Is No Conflict and His Waiver of Any Potential Conflict* (Exhibit "1"), confirming there is no conflict in his view; supporting the retention and appointment of counsel and the administrator to handle the Stansbury litigation; and waiving any potential waivable conflict.

17. In an email entitled "57.105 Motion – follow up," the undersigned provided Stansbury and his counsel with a copy of the PR's *Statement* and an earlier filing by the Curator, confirming the Mrachek Firm's work saved the Estate from incurring fees. Within three minutes, Stansbury's counsel responded they would not reconsider the Motion to Disqualify.

---

<sup>5</sup> Merely because Ted S. Bernstein is the Trustee of the Simon Trust, the sole beneficiary of the Estate, does not preclude Ted from serving in any other trustee capacity, including as the Trustee of a 1995 Insurance Trust. In his Trust, Simon provided:

J. Interested Trustee. The Trustee may act under this Agreement even if interested . . . as a fiduciary of another trust. . . .

Regardless of the positions taken by Ted in the Illinois litigation, the Estate is represented through Mr. O'Connell and counsel, and nothing that happens in Illinois will impact or in any way materially limit the Mrachek Firm's ability and desire to the Estate against Stansbury's ill-founded claim.

## LAW OF DISQUALIFICATION

Rule 4-1.7 of the Rules Regulating the Florida Bar, which addresses conflicts between two existing clients, states:

Representing Adverse Interests . . . a lawyer must not represent a client if:

(1) the representation of 1 client will be directly adverse to another client; or

(2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

Stansbury alleges that, because Mrachek Firm represented Ted S. Bernstein at his deposition in a matter in which the Estate is adverse to a different trust, a 1995 insurance trust, that somehow disqualifies Mrachek Firm. This is wrong for a number of reasons.

First, Mrachek Firm represents Ted S. Bernstein solely in his role as Trustee of the Simon Bernstein Trust, whose interests are fully aligned with the Estate – both want to defeat Stansbury's claims and recover the Estate's legal fees from Stansbury. Second, the deposition was being taken not only by Estate's Illinois counsel, but also Eliot Bernstein. Ted was entitled to have his counsel attend to protect his privileges and to protect against harassment by Eliot. During that deposition, Ted Bernstein had the right to be represented by counsel.<sup>6</sup> At that time, on May 6, 2015, there were pending numerous motions to remove Ted Bernstein as Trustee, objecting to Ted's actions as Trustee

---

<sup>6</sup> The plaintiff in the Illinois case, a 1995 Insurance Trust, was represented by its own counsel at the deposition and throughout the Illinois litigation. Mrachek Firm is not counsel for the adverse party. Mrachek Firm is solely counsel to the Trustee/PR of these Florida trusts and estate, *and in those capacities Ted had every right to have counsel attend his deposition in the Illinois case.* (The 1995 Insurance Trust's counsel knew little of these proceedings and was in no position to protect Ted *vis-a-vis* the issues in the Florida estate and trust matters.) Thus, Ted requested that counsel appear to represent his interests as Trustee of the Florida Trusts and as Personal Representative of the Estate of Shirley Bernstein.



and accountings, a complaint to determine the validity of testamentary documents and proper beneficiaries of the various estates and trusts. Counsel had to be at this deposition. Moreover, all counsel did was object several times to address privilege issues. Stansbury was at the deposition, the whole time, and observed everything of which he now complains. Third, there is no risk that the representation of the Estate will be materially limited by the lawyer's responsibilities to Ted S. Bernstein as Trustee

Moreover, even there were a conflict, which there is not, the Estate's court-appointed Personal Representative is the only person with standing to assert it. Stansbury has no standing to raise a challenge as he is the adverse party. Indeed, the Rules of Professional Conduct are not intended to be a weapon to be used by an opposing party:

Violation of a rule should not itself give rise to a cause of action against a lawyer nor should it create any presumption that a legal duty has been breached. In addition, violation of a rule does not necessarily warrant any other nondisciplinary remedy, such as disqualification of a lawyer in pending litigation. The rules are designed to provide guidance to lawyers and to provide a structure for regulating conduct through disciplinary agencies. They are not designed to be a basis for civil liability. ***Furthermore, the purpose of the rules can be subverted when they are invoked by opposing parties as procedural weapons.*** The fact that a rule is a just basis for a lawyer's self-assessment, or for sanctioning a lawyer under the administration of a disciplinary authority, ***does not imply that an antagonist in a collateral proceeding or transaction has standing to seek enforcement of the rule.***

Preamble [emphasis added].<sup>7</sup>

In addition, Mr. O'Connell has consented to the Mrachek Firm assuming the Estate's representation in the Stansbury case. (See Exhibit "1")

---

<sup>7</sup> Stansbury claims to have standing because he has an interest in ensuring the proper marshaling of assets of the Estate. Whether that is true or false, that is not what is at issue here. The Motion to Vacate seeks to hamstring the Estate in its preservation of assets, for distribution to beneficiaries. Stansbury seeks to take everything in the Estate and more if he is successful. He has no legal standing or moral right to preclude the Estate from defending itself against his claims.

The second part of Rule 1.7 states:

(b) Informed Consent. Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and

(4) each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.

Each of those requirements is met. In particular, Mr. O'Connell as Personal Representative agreed with beneficiaries' direction to have the Mrachek Firm defend the Estate, and to waive any "waivable" conflict.

There are numerous cases in which conflict waivers were found to be appropriate and enforceable:

- *AlliedSignal Recovery Trust v. AlliedSignal, Inc.*, 934 So. 2d 675, 679 (Fla. 2d DCA 2006) (attorney for the creditor's trust, which was assigned the bankrupt corporation's rights to sue the seller of the business to the corporation for fraud, could not be disqualified even though he had previously represented the founders of the bankrupt corporation – the trust waived any conflict of interest, the trust did not have a claim against the corporations founders, and the trust and the corporation's founders shared interest in securing meaningful recovery from seller);

- *Yang Enterprises, Inc. v. Georgalis*, 988 So. 2d 1180, 1184 (Fla. 1st DCA 2008) (attorney hired for estate planning services by a corporation and its principals could not be disqualified in litigation – petitioners were *former* clients law firm and had waived any claim regarding the conflict

because the litigation was extensive and ongoing and petitioners knew of the purported conflict of interest years before they moved to disqualify the firm);

- *Steinberg v. Winn-Dixie Stores, Inc.*, 121 So. 3d 622, 625 (Fla. 4th DCA 2013) (disqualification of an attorney in a premises-liability action was not warranted where attorney had spoken with the store manager a few days after his injured client's trip and fall, and could have become a witness against his own client on issue whether store had primary responsibility for any negligence – disqualification was not appropriate because the client waived any conflict and the attorney was not a necessary witness.).

The class of conflicts which would be non-waivable – those conflicts so extreme and direct the law does not permit the client to knowingly waive – is very limited. For example, in *Fla. Bar v. Feige*, 596 So.2d 433, 434 (Fla. 1992), the court held that a client (former wife) could not waive a conflict, even with full disclosure, when her former husband sued her *and her lawyer* for fraud. Because the lawsuit claimed that the former wife colluded with her attorney to defraud the husband, the lawyer could not adequately or ethically represent both her and himself in the fraud action brought by the former husband.

In *Fla. Bar v. Scott*, 39 So.3d 309, 315 (Fla. 2010), the court ruled there was an unwaivable conflict of interest where the attorney was representing multiple clients with claims to the same pool of money, such that one winning would directly result in the other losing. With regard to the Illinois case, that means the attorney could not represent the Estate and the Insurance Trust *in that litigation*. But here Mrachek is not representing *either* the Estate or the Insurance Trust in that litigation. And, the results of the Illinois case and the Stansbury case are not mutually exclusive. Regardless of the outcome in Illinois, the Stansbury case must be defended and tried, and *doing so in the manner to achieve the best result in absolutely in the best interests of everyone other than the complaining*



*parties, Stansbury and his lawyers. There simply is no conflict here and, without doubt, there is not any unwaivable conflict.*

The issue comes up more regularly in criminal cases. *E.g., U.S. v. Culp*, 934 F. Supp. 394, 397 (M.D. Fla. 1996)(Conflict of interest was unwaivable where attorney had formerly represented a criminal defendant who was now cooperating with prosecution of a second co-conspirator). In such a case, the defense of the second defendant obviously would require the lawyer to attack veracity of his first client and also compromise the lawyer's integrity, and the result of the second case could impact potentially the "plea bargain" agreed to by the first. For example, if the lawyer proved his earlier client was lying, it would harm the first client. But if that were true, the lawyer would owe the second client a duty to expose. Such no-win situations are non-waivable.

Florida commentators address nonwaivable conflicts as follows:

~~When a disinterested lawyer would conclude that the client should not agree to the representation under the particular circumstances of the case, the lawyer involved cannot properly ask for such agreement or provide representation on the basis of the client's consent.~~

4 Fla. Jur. 2d Attorneys at Law § 349.

Likewise, the relevant Comments to Rule 4-1.7 provide:

In simultaneous representation of parties in litigation, an impermissible conflict may exist by reason of substantial discrepancy in the parties' testimony, incompatibility in positions in relation to an opposing party, or the fact that there are substantially different possibilities of settlement of the claims or liabilities in question . . . .

Moreover, there may be circumstances where it is impossible to make the disclosure necessary to obtain consent. For example, when the lawyer represents different clients in related matters and one of the clients refuses to consent to the disclosure necessary to permit the other client to make an informed decision, the lawyer cannot properly ask the latter to consent.

None of those issues is present here. The Mrachek Firm is representing the Trustee, who is the sole beneficiary of this Estate, in related trust and estate matters. The interest of the Trustee is

to minimize the expenses and the exposure to Stansbury's claim, to maximize the ultimate distribution from the Estate to the Trust. All of the direct and indirect beneficiaries of the Trust favor this representation. The lawyer serving as PR of the Estate believes there is no conflict and has waived any potential conflict, because the Mrachek Firm's involvement will reduce expenses and because the beneficiaries favor it. The only persons complaining, Bill Stansbury and his lawyer, are far from disinterested. Their goals are to raise win their lawsuit and take as much money as possible from the Estate and Trust, or to drive up the expenses to the Estate to pressure an unfavorable settlement. Either way, they truly are in no position to raise a conflict and their actions in doing so are sanctionable.

Stansbury also cannot rely on Rule 4-1.9 of the Rules Regulating the Florida Bar, which governs conflicts with former clients:

A lawyer who has formerly represented a client in a matter shall not thereafter:

(a) represent another person *in the same or a substantially related matter* in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent; or

(b) use information relating to the representation to the disadvantage of the former client except as rule 4-1.6 would permit with respect to a client or when the information has become generally known.

Neither of those prohibitions is implicated here. Mrachek Firm's representation of Ted as Trustee at his deposition in the Illinois case is not the same or substantially related to Stansbury's claim against the Estate. Likewise, Mrachek Firm's prior representation of Ted and the other defendants who were co-defendants in the Stansbury case was not adverse to the Estate. To the contrary, all of the defendants' interests were fully aligned to defeat Stansbury's claim, and Mrachek Firm's work assisted in lowering the Estate's burden. (Neither the Personal Representative of the

Estate nor the parties which could raise any potential "conflict"—LIC, AIM, Ted Bernstein, Shirley's Trust – have not complained and will not be complaining.) Finally, Mrachek Firm is not using any information to the disadvantage of the Estate.

If a prior attorney-client relationship had been shown, the party seeking disqualification must show that the current case involves the same subject matter or a substantially related matter in which the lawyer previously represented the moving party. *Waldrep v. Waldrep*, 985 So. 2d 700, 702 (Fla. 4th DCA 2008) (quoting *Key Largo Rest., Inc. v. T.H. Old Town Assocs., Ltd.*, 759 So. 2d 690, 693 (Fla. 5th DCA 2000)).

As the Fourth District Court of Appeal has stated,

Before a client's former attorney can be disqualified from representing adverse interests, it must be shown that **the matters presently involved are substantially related to the matters in which prior counsel represented the former client.**

*Campbell v. Am. Pioneer Sav. Bank*, 565 So. 2d 417, 417 (Fla. 4th DCA 1990)(emphasis added).

In determining which matters are "substantially related," a comment to the rule which the supreme court adopted in 2006 provides as follows:

*Matters are "substantially related" for purposes of this rule if they involve the same transaction or legal dispute, or if the current matter would involve the lawyer attacking work that the lawyer performed for the former client.* For example, a lawyer who has previously represented a client in securing environmental permits to build a shopping center would be precluded from representing neighbors seeking to oppose rezoning of the property on the basis of environmental considerations; however, the lawyer would not be precluded, on the grounds of substantial relationship, from defending a tenant of the completed shopping center in resisting eviction for nonpayment of rent.

*In re Amendments to the Rules Regulating the Florida Bar*, 933 So. 2d 417, 445 (Fla. 2006)

(emphasis supplied).

Disqualification of a party's chosen counsel is an extraordinary remedy and should only be resorted to sparingly. *Singer Island, Ltd. v. Budget Constr. Co.*, 714 So. 2d 651, 652 (Fla. 4th DCA 1998). Moreover, a Motion for Disqualification must be made with reasonable promptness. The Fourth District Court of Appeal has held:

"A motion to disqualify should be made with reasonable promptness after the party discovers the facts which lead to the motion. " *Transmark, USA, Inc. v. State, Dep't of Ins.*, 631 So. 2d 1112, 1116 (Fla. 1st DCA 1994)(citations omitted). "The rationale behind this rule is to prevent a litigant from using the motion as a tool to deprive his opponent of counsel of his choice after completing substantial preparation of the case." *Id.* at 1116 (citing *Cox v. Am. Cast Iron Pipe Co.*, 847 F. 2d 724, 729 (11th Cir. 1988)).

*Information Systems Assoc., Inc. v. Phuture World, Inc.*, 106 So. 3d 982, 985 (Fla. 4th DCA 2013).

It is important for this Court to be aware of certain timing issues. The Motion to Retain was filed on August 5, 2016, and a copy of it was served on Stansbury's counsel. The undersigned had several discussions with Mr. Feaman from the filing through the hearing, and Mr. Feaman never expressed any concern about a conflict of interest in Mrachek Firm's involvement. On behalf of Stansbury, Feaman did file an objection on August 22, 2016, to that portion of the motion that sought to appoint Ted Bernstein as administrator *ad litem* to defend the claim, but only that part. The written objection has no reference to any concern about the Mrachek Firm's involvement.

A hearing was held on September 1, 2016, and Mr. Feaman, on behalf of Mr. Stansbury, raised no objection to the Mrachek Firm being retained as counsel. A proposed order was circulated, and Mr. Feaman never raised any objection to the order. The order was entered on September 26, 2016 [DE 496], and thereafter the parties appeared at a status conference before the circuit court judge handling the independent action, which occurred on Wednesday, October 5, 2016. Only now, after an initial hearing before the trial court and when the case is ready to be set for trial, does Stansbury assert there is some conflict of interest that he only recently discovered.

A party can waive his right to seek disqualification of the opposing party's counsel by failing to promptly move for disqualification upon learning of the facts leading to the alleged conflict. *See Zayas-Bazan v. Marcelin*, 40 So. 3d 870, 872–73 (Fla. 3d DCA 2010); *Rahman v. Jackson*, 992 So.2d 390, 390-91 (Fla. 1st DCA 2008); *Balda v. Sorchych*, 616 So.2d 1114, 1116 (Fla. 5th DCA 1993); *Cox v. American Cast Iron Pipe Co.*, 847 F.2d 725 (11th Cir.1988); *Glover v. Libman*, 578 F.Supp. 748 (N.D.Ga.1983). "The rationale behind this rule is to prevent a litigant from using the motion as a tool to deprive his opponent of counsel of his choice after completing substantial preparation of the case." *Cox v. Am. Cast Iron Pipe Co.*, 847 F.2d 725, 729 (11th Cir. 1988) (*quoting Jackson v. J. C. Penney Co., Inc.*, 521 F. Supp. 1032, 1034 (N.D. Ga. 1981)).

There is no exact timing for when a motion to disqualify is deemed untimely, instead it is a reasonableness standard. *See Transmark, U.S.A., Inc. v. State, Dept. of Ins.*, 631 So. 2d 1112, 1116 (Fla. 1st DCA 1994) ("A motion to disqualify should be made with reasonable promptness after the party discovers the facts which lead to the motion."). In *Transmark*, the petitioners argued that they did not learn of the conflict until eight weeks before filing their motion to disqualify. *Id.* However, in determining that the petitioners had waived any right to seek disqualification, the First District reasoned that the petitioners knew the attorneys in question (Poppell and Cullen) were engaged in legal matters and were on notice as to what legal matter they had been and were continuing to engage in by the time the law suit was filed. *Id.* Even if they did not, the petitioners engaged in substantial discovery from the day the suit was filed, and thus knew long before they filed the motion to disqualify that Poppell and Cullen were assisting the respondent in pretrial matters. *Id.* The petitioners did not raise the question of conflict until more than 10 months had elapsed and the respondent had already paid \$2 million in legal fees. *Id.*



Because Stansbury waited months before first raising any objection to the Mrachek Firm's involvement, having failed to object despite having been given several chances to do so, the Motion to Disqualify was unreasonably delayed and sanctions should be awarded for that reason alone.

#### **STANSBURY'S OTHER FRIVOLOUS OBJECTIONS**

Stansbury's other objections to the Trustee serving as administrator ad litem for no fee and the Trustee's motion to ratify his appointment are patently frivolous.

First, Stansbury lacks standing to address either issue. See Order of August 22, 2014. [DE 240] That order was never appealed. As noted above, Stansbury has no right to choose how the Estate defends itself against Stansbury's claim, and no right to dictate anything to the beneficiaries of the Trust.

Second, there is no conflict. As explained in footnote 4, Simon Bernstein provided that a ~~Trustee of his Trust could serve even if interested as a trustee of another trust. The Trustee's interest~~ here is directly aligned with the Estates — to crush Stansbury's claim and to incur the least amount of cost and expense (including legal fees) in doing so, and thereafter to seek to recover all of the fees and expenses incurred in defeating Stansbury under section 768.79 and Rule 1.442. Everyone but Stansbury is aligned in that pursuit and share that common goal.

Regardless of what Stansbury says, his only motivation to file these motions is to advance his own interests as the expense of the Estate.

#### **LAW OF SANCTIONS PURSUANT TO SECTION 57.105**

Sanctions under section 57.105 are awarded "to discourage baseless claims, by placing a price tag through attorney's fees on losing parties who engage in these activities." *Albritton v. Ferrera*, 913 So. 2d 5, 8-9 (Fla. 1st DCA 2005); accord *Whitten v. Progressive Cas. Ins. Co.*, 410 So. 2d 501, 505 (Fla. 1982).

A party is required to drop or dismiss a claim once it is evident that the claim is not supported by material facts sufficient to establish the claim or not supported by existing law. If a party fails to drop a known frivolous claim, the court "shall" sanction the party. §57.105(a), Fla.Stat.; *see also Morrone v. State Farm Fire & Cas. Ins. Co.*, 664 So. 2d 972, 973 (Fla. 4th DCA 1995)("Section 57.105, Florida Statutes provides that a court 'shall' award attorney's fees to the prevailing party where there is 'a complete absence of a justiciable issue of either law or fact.'").

A frivolous claim is one that "presents no justiciable question and is so devoid of merit on the face of the record that there is little prospect it will ever succeed." *Visoly v. Sec. Pac. Credit Corp.*, 768 So. 2d 482, 490-91 (Fla. 4th DCA 2000). Pursuit of a claim that is completely without merit in law and undertaken primarily to harass or maliciously injure another establishes that the claim is frivolous. *See id.* at 491. Moreover, Rule 4-3.1 of the Rules Regulating The Florida Bar, ~~imposes an ethical duty on attorneys to not file or pursue frivolous actions.~~ *See De Vaux v. Westwood Baptist Church*, 953 So. 2d 677, 683 (Fla. 1st DCA 2007)(~~imposing sanctions on an attorney and his client for making "objectively groundless arguments on appeal"~~). That rule provides, in part, that "[a] lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous."

When a party files a motion to disqualify counsel that is unsupported by material facts or by the law applicable to the material facts, a court shall award attorney's fees under section 57.105(1), Florida Statutes. *See Yang Enterprises*, 988 So. 2d at 1184 . In *Yang*, the First District upheld the trial court's award of attorney's fees under section 57.105(1), after finding the petitioner's motion to disqualify counsel was "uncorroborated, subjective, highly dubious," and incredible because petitioners "knew or could have known" that the attorneys they were seeking to disqualify were representing the respondent in both this and other litigation. *Id.*

In *Freedom Commerce Ctr. Venture v. Ranson*, 823 So. 2d 817, 820 (Fla. 1st DCA 2002), the trial court denied the appellees' post judgment motion to disqualify appellants' counsel and initially awarded the appellants attorney's fees under section 57.105 because the motion to disqualify was not based in fact, appellees had expressly consented to the attorneys' representation of the appellants, and the appellees were aware of appellants' counsel's prior representations yet failed to raise the issue until the last possible moment. The trial court then issued a subsequent order finding that the amended version of section 57.105 governed but did not apply post judgment motions and therefore section 57.105 attorney's fees could not be awarded for the motion to disqualify. However the First District reversed the subsequent order, holding that the amended version of section 57.105 applied and, based on the trial court's findings, an award of fees was appropriate.

Here, Stansbury and his counsel should be sanctioned for continuing to pursue the Motion to Disqualify the Law Firm. There was no prior representation of Stansbury, so the Motion is frivolous. Likewise, if the former client was Ted S. Bernstein or the company LIC/AIM, that substantially related representation is precisely why the Personal Representative, Trustee, and the beneficiaries (specifically including the Guardian) want Mrachek Firm to undertake this role. Also, Stansbury waived any right to object and did not make a timely Motion to Disqualify the Law Firm, which alone should also be grounds for sanctions.

Prior to filing this Motion, the Estate and Mrachek Firm served (but did not file at this time) this Motion upon counsel for Stansbury in accordance with the "Safe Harbor" provisions of section 57.105, Florida Statutes. The Motion will be filed with or presented to the court unless, within 21 days after service of the motion, the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected.



WHEREFORE, because the above described Motions and Responses are not supported by material facts sufficient to establish a basis for the relief sought, are not supported by existing law, and/or are filed for an improper purpose, the Court must grant the Motion for Sanctions and enter an award of attorneys' fees and costs against Stansbury and his counsel for the reasons set forth herein.

**CERTIFICATE OF SERVICE**

I CERTIFY that a copy of the foregoing Amended Motion has been served on all parties on the attached Service List, specifically including counsel for William Stansbury, by E-mail Electronic Transmission, this 28th day of December, 2016, but the Motion is not being filed at this time in accordance with the safe harbor provisions of section 57.105(4) of the Florida Statutes.

MRACHEK, FITZGERALD, ROSE, KONOPKA,  
THOMAS & WEISS, P.A.  
505 South Flagler Drive, Suite 600  
West Palm Beach, FL 33401  
(561) 655-2250 Telephone / (561) 655-5537 Facsimile  
email: [arose@mrachek-law.com](mailto:arose@mrachek-law.com)  
Attorneys for Ted S. Bernstein

By: /s/ Alan B. Rose  
Alan B. Rose (Fla. Bar No. 961825)

## SERVICE LIST

Eliot Bernstein  
2753 NW 34th Street  
Boca Raton, FL 33434  
(561) 245-8588 - Tel / (561) 886-7628 - Cell  
(561) 245-8644 - Fax  
Email: Eliot I. Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))

John P. Morrissey, Esq.  
330 Clematis Street, Suite 213  
West Palm Beach, FL 33401  
(561) 833-0766 - Tel / (561) 833-0867 - Fax  
Email: John P. Morrissey  
([john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com))  
Counsel for Molly Simon, Alexandra Bernstein,  
Eric Bernstein, Michael Bernstein

Pamela Beth Simon  
303 E. Wacker Drive, Suite 2725  
Chicago, IL 60601  
Email: [psimon@stpcorp.com](mailto:psimon@stpcorp.com)

Lisa Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035  
[lisa@friedsteins.com](mailto:lisa@friedsteins.com)  
Individually and as trustee for her children, and  
as natural guardian for M.F. and C.F., Minors

Jill Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035  
[jilliantoni@gmail.com](mailto:jilliantoni@gmail.com)  
Individually and as trustee for her children, and  
as natural guardian for J.I. a minor

Peter M. Feaman, Esq.  
Peter M. Feaman, P.A.  
3695 West Boynton Beach Blvd., Suite 9  
Boynton Beach, FL 33436  
(561) 734-5552 - Tel / (561) 734-5554 - Fax  
Email: [service@feamanlaw.com](mailto:service@feamanlaw.com);  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)  
Counsel for William Stansbury

Gary R. Shendell, Esq.  
Kenneth S. Pollock, Esq.  
Matthew A. Tornincasa, Esq.  
Shendell & Pollock, P.L.  
2700 N. Military Trail, Suite 150  
Boca Raton, FL 33431  
(561) 241-2323 - Tel / (561) 241-2330 - Fax  
Email: [gary@shendellpollock.com](mailto:gary@shendellpollock.com)  
[ken@shendellpollock.com](mailto:ken@shendellpollock.com)  
[matt@shendellpollock.com](mailto:matt@shendellpollock.com)  
[estella@shendellpollock.com](mailto:estella@shendellpollock.com)  
[britt@shendellpollock.com](mailto:britt@shendellpollock.com)  
[grs@shendellpollock.com](mailto:grs@shendellpollock.com)  
[robyne@shendellpollock.com](mailto:robyne@shendellpollock.com)

Diana Lewis, Esq.  
2765 Tecumseh Drive  
West Palm Beach, FL 33409  
(561) 758-3017 - Tel  
Email: [dzlewis@aol.com](mailto:dzlewis@aol.com)  
Guardian *Ad Litem* for Eliot Bernstein's minor  
children, Jo.B., Ja.B., and D.B.

Brian M. O'Connell, Esq.  
Joielle A. Foglietta, Esq.  
Ciklin Lubitz Martens & O'Connell  
515 N. Flagler Dr., 20th Floor  
West Palm Beach, FL 33401  
561-832-5900 - Tel / 561-833-4209 - Fax  
Email: [boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com);  
[jfoglietta@ciklinlubitz.com](mailto:jfoglietta@ciklinlubitz.com);  
[service@ciklinlubitz.com](mailto:service@ciklinlubitz.com);  
[slobdell@ciklinlubitz.com](mailto:slobdell@ciklinlubitz.com)

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

IN RE: CASE NO. 502012CP004391XXXXNBIH

ESTATE OF SIMON L. BERNSTEIN,  
\_\_\_\_\_ /

**PR'S STATEMENT OF ITS POSITION THAT THERE IS NO CONFLICT  
AND HIS WAIVER OF ANY POTENTIAL CONFLICT**

I, Brian O'Connell, am the court-appointed Personal Representative ("PR") of The Estate of Simon L. Bernstein ("Estate"). Based upon the Will upheld during a probate trial conducted last December, resulting in a Final Judgment dated December 16, 2015, Simon Bernstein's children are the named devisees of certain personal property, but the sole residuary beneficiary of the Estate is the current trustee of the Simon L. Bernstein Amended and Restated Trust dated July 25, 2012 ("Trust"). That role is currently being fulfilled by Ted S. Bernstein, as Successor Trustee ("Trustee").

There are certain persons who have asserted potential claims against the Estate. The largest such claim is an independent action styled *William E. Stansbury, Plaintiff, v. Estate of Simon L. Bernstein and Bernstein Family Realty, LLC, Defendants*, in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50 2012 CA 013933 MB — (the "Stansbury Lawsuit"). In that action, Stansbury is suing the Estate for more than \$2.5 million, asserting claims for breach of oral contract; fraud in the inducement; civil conspiracy; unjust enrichment; equitable lien; and constructive trust. Each of these claims arises from Stansbury's employment with and involvement in an insurance business in which the principal shareholders were Ted Bernstein and Simon Bernstein.



The Stansbury Lawsuit was filed in July 2012, while Simon was alive. After Simon died, the Estate was substituted as the party defendant, and the former personal representatives hired counsel to defend the Estate. The primary defendant in that action was LIC Holdings, Inc. ("LIC"), along with its wholly-owned company, Arbitrage International Management, LLC, f/k/a Arbitrage International Holdings, LLC ("AIM"). Stansbury also maintained claims against the Shirley Bernstein Trust Agreement Dated May 20, 2008 ("Shirley Trust"), and Ted S. Bernstein, Individually ("Ted").

The law firm of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. ("Mrachek") served as counsel for LIC, AIM, Shirley Trust and Ted Mrachek beginning in April 2013, formally appearing on April 15, 2013. As I was not appointed PR until sometime in July of 2014, I had no involvement or knowledge of this matter at that time.

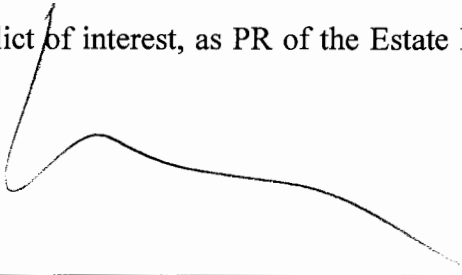
I have been advised that Mrachek represented those defendants and the position taken is not in conflict or adverse to the Estate's position. After mediation in June 2014, LIC, AIM, Shirley Trust and Ted settled with Stansbury. The Estate, then under the control of a Curator, did not settle with Stansbury. After my appointment, to avoid unnecessary expense, settlement efforts were made. Those efforts, including through a mediation held on July 25, 2016, were unsuccessful.

Some of the direct and indirect beneficiaries of the Estate I am administering advised me, in light of the Mrachek firm's prior and extensive involvement in the Stansbury Lawsuit, the beneficiaries wanted Mrachek to represent the Estate in the Stansbury Lawsuit. I agreed to that request, and agreed that Mrachek was retained to represent the Estate.

Additionally, I agreed to Trustee, Ted, being appointed to serve as administrator ad litem with regard to overseeing the defense of the Estate in the Stansbury Lawsuit for at least three two reasons: (i) Ted agreed to serve in that role for no additional compensation, whereas any time I spend will cost the Estate a reasonable fee for my services; (ii) Ted has direct knowledge of the facts and circumstances surrounding the Stansbury lawsuit, because he was part of LIC and AIM at the relevant time, he was Simon's son, and he was extensively involved in the Stansbury Lawsuit already as a defendant and as a corporate representative of LIC and AIM; (iii) I have no personal knowledge or involvement in this matter; and (iv) there is no reason to believe Mrachek and Ted will not adequately and vigorously defend the Estate's interests.

It is also in the best interest of the Estate (not only the beneficiaries but any creditors and claimants with the possible exception of Stansbury) to have the Stansbury Lawsuit resolved as quickly and efficiently as possible, because this Estate administration must remain open and ongoing until the Stansbury Lawsuit is resolved, and the expenses of defending the claim will cost the Estate money and time until the case is finally determined.

To the extent there is a waivable conflict of interest, as PR of the Estate I would waive any such conflict.



---

BRIAN O'CONNELL, Personal Representative

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

IN RE: THE ESTATE OF  
SIMON BERNSTEIN,  
Deceased

CASE NO. 502012CP004391XXXXSB

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)  
JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT

**COPY**  
SOUTH COUNTY BRANCH OFFICE  
ORIGINAL RECEIVED  
MAY 22 2014  
SHARON R. BOCK  
CLERK & COMPTROLLER  
PALM BEACH COUNTY

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

IN RE: THE ESTATE OF  
SIMON BERNSTEIN,  
Deceased

CASE NO. 502012CP004391XXXXSB

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)  
JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT





MINOR CHILD)  
JACOB NOAH ARCHIE BERNSTEIN (ELIOT  
MINOR CHILD)  
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN  
(ELIOT MINOR CHILD)  
ALEXANDRA BERNSTEIN (THEODORE  
ADULT CHILD)  
ERIC BERNSTEIN (THEODORE ADULT  
CHILD)  
MICHAEL BERNSTEIN (THEODORE ADULT  
CHILD)  
MATTHEW LOGAN (THEODORE'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 FINAL ACCOUNTING AND PETITION FOR FORMAL, DETAILED,  
AUDITED AND FORENSIC ACCOUNTING AND DOCUMENT ANALYSIS**

Petitioner, ELIOT IVAN BERNSTEIN, individually and on behalf of his minor children ("Petitioner"), who are alleged qualified beneficiaries<sup>1</sup> of the Estate (the "Estate"), and Trusts of Simon L. Bernstein hereby Objects to the Final Accounting put forth by the former resigned Co-Personal Representatives, Donald R. Tescher, Esq. and Robert L. Spallina, Esq. and their alleged counsel Robert L. Spallina, Esq. as permitted by Florida Probate Rule 5.401. OBJECTIONS TO PETITION FOR DISCHARGE OR FINAL ACCOUNTING and any other germane statutes and in support thereof, Petitioner alleges as follows:

**BACKGROUND**

1. That SIMON L. BERNSTEIN ("Settlor") is the decedent of this Estate.

---

<sup>1</sup> The Will of the Estate is being challenged and the beneficiaries of the Estate of Simon may be different that what is in the Will being probated.



2. That the ALLEGED Will of Settlor dated July 25, 2012 ("Settlor's Will) was admitted to probate in this proceeding and is being challenged in this Court in Petitioner's yet unheard prior Petitions and Motions. The notarizations on this alleged 2012 Will have been recently been found to be improperly notarized by the Governor Rick Scott Notary Public Enforcement Division and Settlor cannot be shown to have been present at the signing of this document<sup>2</sup>.
3. That the alleged 2012 Amended and Restated Trusts of Settlor are being challenged and the notarizations have recently been found to be improperly notarized by the Governor Rick Scott Notary Public Enforcement Division and Settlor cannot be shown to have been present at the signing of this document.
4. That both the alleged 2012 Will and Amended Trust were allegedly executed weeks before Settlor's death, Petitioner alleges that if they were signed by Settlor it would have been under undue influence or done Post Mortem. These documents were drafted and executed unlawfully as admitted to by Spallina to the Palm Beach County Sheriff's Department when he stated to Detectives,

"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."

"NEW DOCUMENTS WERE DRAWN UP FOR SIMON'S ESTATE. THESE NEW DOCUMENTS GAVE EVERYTHING

---

<sup>2</sup> April 21, 2014 Governor Rick Scott Notary Public Division Letter re: Lindsay Baxley <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140421%20Office%20Of%20Governor%20Lindsay%20Baxley%20Complaint%20Misconduct.pdf> , hereby incorporated in entirety by reference herein.

and

April 30, 2014 Governor Rick Scott Notary Public Division Letter re: Lindsay Baxley Giles and Third Degree Felony misuse of Notary Stamp Ongoing Investigation. <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140430%20Lindsay%20Baxley%20Giles%20nd%20Notary%20Complaint%20-%20Name%20False.pdf> , hereby incorporated in entirety by reference herein.

TO ALL 10 GRANDKIDS. HE ALSO EXERCISED HIS POWERS OF SHIRLEY'S ESTATE, GIVING EVERYTHING TO ALL 10 GRANDKIDS, EVEN THOUGH LEGALLY HE COULD NOT INCLUDE TED AND PAM'S KID'S BECAUSE OF THE PREDECEASED LIMITATION."

Petitioner alleges that along with other documents already proven signed POST MORTEM by Settlor through FRAUD and FORGERY, these documents too were procured through similar FRAUD and possible FORGERY and have therefore been challenged by Petitioner as being part of a larger fraud to seize Dominion and Control of the Estate, change beneficiaries of the Estate and loot the Estate and Trusts of Settlor, while simultaneously billing the Estate outrageous legal fees for these criminal acts.

5. That Petitioner has challenged these documents both civilly in this Court and criminally with the proper authorities, along with other documents allegedly executed in 2012 by Settlor and Petitioner claims all these documents are part of a Fraud to change beneficiaries of Settlor's Estate and his wife Shirley Bernstein's ("Shirley") Estate POST MORTEM in each case. Proven FRAUD and admitted FORGERY have forced the Estate of Shirley to be reopened. Attempts have been made in both Estates and Trusts of Simon and Shirley to change the beneficiaries from three of five of Settlor's children to Settlor's ten grandchildren.
6. That due to Forgery, Fraud and more, the Estates and Trusts and Fiduciary positions in Settlor and Shirley's Estates and Trusts have been illegally seized to further loot the Estate and Trusts of tens of millions of dollars of assets and deny Petitioner ANY accountings or other information relating to the Estates and Trusts of Settlor and Shirley.
7. That Fraud and Forgery have already been discovered and proven in the Estates and Trusts of Settlor and Shirley and where now the former Personal Representatives/Executors, Trustees,

Theodore Stuart Bernstein (“Theodore”) and others are the subject of ongoing state and federal, civil and criminal, investigations and actions.

8. That recently the 2012 alleged Will and the 2012 Amended and Restated Trust of Simon, have been confirmed by Governor Rick Scott’s Notary Public division to have been improperly notarized by Theodore Bernstein’s personal assistant, a one Lindsay Baxley aka Lindsay Giles, as evidenced already herein and where it cannot now or ever be proven that Settlor was present at the signing of these documents in 2012.
9. That this new notarization fraud is almost identical to that of the one committed in Shirley’s Estate by Theodore’s close personal and business friends, who he brought into Settlor’s affairs, Tescher & Spallina’s Legal Assistant and Notary Public, the now convicted of felony fraud and admitted forgery in these matters, Kimberly Moran and whose Notary Public license has been revoked.
10. That there has been unearthed an evolving and expanding conspiratorial PATTERN AND/OR PRACTICE of criminal activity in the Estates and Trusts of Simon and Shirley Bernstein, including but not limited to, proven FORGERY (six counts, including a Post Mortem Forgery of Settlor), proven FRAUD (six counts), FRAUD ON THE COURT, new admissions of POST MORTEM ALTERATION OF TRUST DOCUMENTS directly by Spallina and more, committed by the former Personal Representatives and their Legal Assistant and Notary Public and others.
11. That due to the criminal acts proven, prosecuted, admitted and alleged against the former Co-Personal Representatives and Co-Trustees, Donald Tescher, Esq. and Robert Spallina, Esq. and their accomplices, including but not limited to, Theodore S. Bernstein, Mark Manceri, Esq., Alan Rose, Esq., John Pankauski, Esq., Kimberly Moran and Lindsay Baxley aka

Lindsay Giles, this Court must now allow FORMAL, DETAILED, AUDITED AND FORENSIC ACCOUNTING AND DOCUMENT ANALYSIS to take place to determine the extent of the crimes, to Marshall missing assets and account for them properly, to determine the validity of ALL ESTATE DOCUMENTS, including but not limited to the Trust and Estate documents and BILL THE COSTS TO THE PARTIES THAT HAVE THE CAUSED THE NEED FOR THESE EXPENSES through sanctions or any other remedies this Court sees fit. That this Court should not force the Estate to bear the burden of these costs to the already victimized beneficiaries, interested parties and creditors, especially where damage has been admitted to and relief has been offered by Tescher and Spallina.<sup>3</sup>

12. That the Final Accounting is alleged to be further Fraud on this Court, the Beneficiaries and Interested Parties, in efforts to hide assets, hide relevant and pertinent information to support the purported Final Accounting and further conceal criminal wrongdoings by Tescher and Spallina and others.
13. That the former Personal Representatives/Executors and Trustees of Settlor's Estate and Trusts, Tescher and Spallina, have resigned in disgrace and for committing criminal acts and after resigning have continued to NOT follow Probate Rules and Statutes and timely turn over accountings, assets and other materials of the Estate to the Curator and beneficiaries as ordered by this Court<sup>4and5</sup> and required by Statute, further inflicting ongoing damages to all beneficiaries, interested parties and creditors.

---

<sup>3</sup> January 14, 2014 Donald Tescher Resignation Letter due to FRUAD by his Partner Spallina in altering estates documents to change beneficiaries.

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140114%20Tescher%20and%20Spallina%20Resignation%20Letter%20as%20PR%20in%20estates%20of%20Simon%20and%20Shirley.pdf>, fully incorporated by reference herein,

<sup>4</sup> February 18, 4 ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20Orders%20for%20Discharge%20and%20>



14. That contempt proceedings should be held by this Court as these violations of the Court order and Statutes to timely turn over all documents and records and provide a final accounting timely has caused considerable further waste of Estate assets and time of both the Curator and beneficiaries in attempting to marshal missing assets and documents and further damaging beneficiaries, interested parties and creditors.
15. That Contempt of Court charges should also be ordered for failing to close the Estate timely as ORDERED by this Court on the Letters of Administration done and ordered on October 02, 2012, which ordered that the Estate of Settlor be closed by October 02, 2013<sup>6</sup> and for further failing to ever file an extension.
16. That the former Personal Representatives/Executors in an attempt to continue to cover up their alleged crimes, allegedly then appointed Theodore Bernstein as Trustee upon their resignation, despite having notified Sheriff's authorities that Theodore Bernstein had taken improper distributions in self-dealing transactions, AGAINST THE ADVICE OF COUNSEL (Teschler and Spallina). MOST IMPORTANTLY, TESCHER AND SPALLINA TRANSFERRED TRUSTEESHIP TO THEODORE AFTER THEY HAD ADMITTED TO FRAUD ON THE BENEFICIARIES AND RESIGNED IN DISGRACE TO FURTHER CONTINUE THE COVER UP TO THEIR CRIMES. Theodore has expressed in writing to

---

[Withdrawal%20of%20Counsel%20Teschler%20Spallina%20in%20Simon%20Shirley%20Estates.pdf](#) , hereby incorporated in entirety by reference herein.

<sup>5</sup> RULE 5.430 (j)

Failure to File Accounting or Deliver Records or Property. The resigning personal representative **shall be** subject to contempt proceedings if the resigning personal representative fails to file an accounting or fails to deliver all property of the estate and all estate records under the control of the resigning personal representative to the remaining personal representative or the successor fiduciary within the time prescribed by this rule or by court order.

<sup>6</sup> October 02, 2012 LETTERS OF ADMINISTRATION

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121002%20LETTERS%20OF%20ADMINISTRATI%20DONALD%20TESCHER%20AND%20ROBERT%20SPALLINA%20SIMON%20FILED%20WITH%20COURT.pdf> , hereby incorporated in entirety by reference herein.

Page 7 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

BATES NO. EIB 001731  
02/27/2017

Petitioner and Petitioner has submitted this evidence to the Court in prior yet unheard pleadings, that he was upset with Petitioner for prosecuting his close personal business friends and bedfellows, Tescher, Spallina, Moran and Baxley for their crimes against his parents Estates and thus Theodore must again be removed from any fiduciary capacities as he is unwilling to harm his friends at the expense of the true and proper beneficiaries, his family.

17. That from the Palm Beach County Sheriff Supplemental Report dated erroneously on 1/21/13 AT 1:45 PM and which allegedly actually took place on 1/21/14 at 1:45PM, Detective Ryan Miller states,

“HE SAID THOUGH, THAT AGAINST HIS BETTER JUDGEMENT HE ALTERED THE FIRST PAGE OF THE FIRST AMENDMENT TO THE SHIRLEY BERNSTEIN TRUST AGREEMENT, BEFORE HE TURNED IT OVER TO YATES. [PETITIONER’S LEGAL COUNSEL FOR HIM AND HIS CHILDREN]”

“SPALLINA SAID THAT THEY [EMPHASIS ADDED] 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 [ATTORNEY FOR PETITIONER AND HIS CHILDREN, CHRISTINE YATES AT TRIPP SCOTT LAW FIRM]. 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 HIS OFFICE IN BOCA RATON, FLORIDA. HE SAID THAT NO ONE ELSE TOOK PART IN ALTERING THE DOCUMENT [THE QUESTION THEN IS WHO IS THE “THEY” THAT NOTICED THE SKIPPED FIRST PAGE?].”

“SPALLINA STATED THAT ALTHOUGH HE CREATED THE ALTERED FORM [AN ALLEGED AMENDMENT TO SHIRLEY’S TRUST] AND ATTACHED IT TO THE ORIGINALLY SIGNED NOTARIZED FORM, HE RECEIVED NO INCOME OR GAIN FROM IT.”

“SPALLINA REITERATED THAT TED WAS TOLD TO NOT MAKE DISTRIBUTIONS. SPALLINA WAS ASKED AND **CONFIRMED THAT HE ALTERED DOCUMENT REFERENCE SHIRLEY’S, IS THE ONLY MISTAKE HE MADE. HE IS NOT AWARE OF ANY OTHER MISTAKES.**”<sup>7</sup>

18. That in hearings before this Court on September 13, 2013<sup>8</sup> and in an October 28, 2013 Evidentiary Hearing<sup>9</sup>, Spallina had stated that he was also unaware of any other crimes other than those of Moran and yet continued to perpetrate yet ANOTHER Fraud on this Court, as he had knowledge in Court of his own criminal alteration of documents to change the beneficiaries at that time and failed to notify Your Honor or the beneficiaries and instead lied in the hearing about the beneficiaries knowing he altered documents to change them and further attacked Petitioner as a liar, all the while knowing he illegally had made changes to the beneficiaries months earlier. This series of lies in official proceedings proves that not only is Spallina guilty of FRAUD on the beneficiaries, interested parties, other attorneys at law but also continuing and ongoing FRAUD ON THE COURT. It appears that both Spallina and his partner Tescher are pathological serial liars and fraudsters willing to perpetrate fraud after fraud not only this Court but to criminal investigators.
19. That Petitioner again requests that this Court take Judicial Notice of these new fraudulent activities of Tescher and Spallina, including Spallina’s admission to Palm Beach County Sheriff Detectives that he knowingly and with scienter altered Trust documents, in efforts to

---

<sup>7</sup> Palm Beach County Sheriff Report Case No.14029489, Page 6  
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140131%20Palm%20Beach%20County%20Sheriff%20Office%20Supplemental%20Report%2014029489.pdf> , hereby incorporated in entirety by reference herein.

<sup>8</sup> September 13, 2013 Hearing before Hon. Judge Colin  
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130913%20TRANSCRIPT%20Emergency%20Hearing%20Colin%20Spallina%20Tescher%20Ted%20Manceri.pdf> , hereby incorporated in entirety by reference herein.

<sup>9</sup> October 28, 2013 Hearing before Hon Judge Colin  
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20131028%20Evidentiary%20Hearing%20TRANSCRIPT%20Shirley%20Estate.pdf> , hereby incorporated in entirety by reference herein.

commit fraud against the true and proper beneficiaries of the Estate to the advantage of his close personal friend and business partner Theodore Bernstein and his family to the detriment of others, by notifying any/all criminal authorities and state bar agencies of this criminal misconduct of an OFFICER OF THIS COURT. Petitioner alleges that automatic disbarment is required when an Attorney knowingly sends fraudulent documents to another attorney to perpetrate a fraud, as is the case in Spallina's admission to Sheriff Deputies that he knowingly transmitted by mail and wire, documents he fraudulently altered to attorney at law, Christine Yates, Esq. of Tripp Scott law firm, Petitioner and his children's counsel at that time.

20. That the alleged Appointment of Successor Trustee in Settlor's Trust is signed by Tescher and is astonishingly witnessed by convicted felon Moran and the Acceptance of Successor Trustee signed by Theodore Bernstein is Notarized by Lindsay Baxley aka Lindsay Giles, again improperly notarized using a FELONIOUS notarization stamp and the document also contains a scratched out and hand written over date with no initialization of the change, again improperly executed.
21. That the documents alleged to Appoint Theodore as Successor Trustee by Tescher and Spallina<sup>10</sup> are fraught with improper notarization by Lindsay Baxley aka Lindsay Giles, using a Notary stamp under a knowingly false name and witnessed in part by Moran, who has been arrested and convicted in these matters already for Fraud and who has also admitted to Forgery, yet Tescher and Spallina now use her again to sign as witness to these Estate

---

<sup>10</sup> Tescher and Spallina's Resignation letters and the ALLEGED appointment of Theodore Bernstein as Successor Trustee to the Simon Trust.

[www.iviewit.tv/Simon and Shirley](http://www.iviewit.tv/Simon%20and%20Shirley)

[Estate/TescherSpallinaResignationsAndALLEGEDAppointmentOfSuccessorTrusteeTed.pdf](#)



documents. Moran has been instructed by the Office of Corrections of the Governor Rick Scott's office to not participate in any transactions regarding the Bernstein Estates.

22. That nothing that Spallina, Tescher, Moran, Baxley, Rose, Pankauski or Theodore et al. now say or do forward in these matters can be trusted, as they have acted in concert together to perpetrate these frauds on the Court, the beneficiaries and creditors and now throw into question the authenticity of, the dispositive documents controlling the Estate and Trusts at this point, the fiduciary roles gained through the fraudulent documents and the Final Accounting they have put forth untimely, in violation of yet another Court Order. Again, all of these fraudulent felonious acts causing waste and abuse to all parties, including this Court.
23. That due to the failure to notify beneficiaries in the Estates and Trusts of Settlor by the former Personal Representatives/Executors of their transfer of Trusteeship and the failure of the alleged new Trustee Theodore to notify the beneficiaries of his successorship, as required by Probate Rules and Statutes. Therefore, the Trust of Settlor has been **abandoned** by the former Personal Co-Trustees Tescher and Spallina since their resignation on January 14<sup>th</sup>, 2014 and the new Trustee having also failed to establish Trusteeship according to Probate Rules and Statutes in Settlor's Trusts.
24. That the alleged new Personal Representatives/Executors of Shirley's Estate and alleged new Trustee of the Trusts of Simon, Theodore Bernstein, has also failed to comport with Probate Rules and Statutes entirely and failed to ever provide notice of his alleged fiduciary roles or provide successor accountings, trusts, etc. as required within the time limit legally required and thus has failed miserably as alleged Personal Representative/Executor and Trustee in any/all fiduciary capacities he claims he is acting under in both Settlor's Trusts and Shirley's Estate and Trusts. This Court will remember that Theodore was acting as Personal

Representative/Executor of Shirley's Estate for over a year without proper Letters as learned in several hearings held before this Court and further referenced herein with transcripts provided.

25. That Theodore has admitted to the Palm Beach County Sheriff Office that he was acting as Trustee but had never read the Trusts he was acting under, a failure of fiduciary responsibilities that defies belief, as claimed to Detective Ryan Miller of the Palm Beach County Sheriff, "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."<sup>11</sup>
26. That Theodore further claims to Sheriff's investigators that he read in Shirley's Trust documents where the beneficiaries of Shirley's Trust were to be the 10 grandchildren and where this claim is wholly untrue and nowhere in Shirley's documents does it state this. In fact, the documents state instead that Theodore, his sister Pamela and their lineal descendants are considered dead and predeceased for anything to do with her Trusts. This makes Theodore's alleged Trusteeship in Shirley's Estate even more unlawful as the only mention of his name is that he is dis-inherited, predeceased and dead technically and legally in the matters.
27. That per Donald Tescher's resignation letter dated January 14, 2014, see Tescher Resignation Letter already exhibited and incorporated herein to the Bernstein family, he states, "If the majority of the Bernstein family is in agreement, I would propose to exercise the power to

---

<sup>11</sup> Palm Beach County Sheriff Supplemental Report Case No. 14029489, Page 9

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140131%20Palm%20Beach%20County%20Sheriff%20Office%20Supplemental%20Report%2014029489.pdf> , hereby incorporated in entirety by reference herein.

Page 12 of 38

Thursday, May 22, 2014 @ 10:19:09 AM

OBJECTION TO FINAL ACCOUNTING

BATES NO. EIB 001736  
02/27/2017

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.” However, no further communications regarding this appointment were ever made to beneficiaries or Petitioner’s family and the alleged appointment papers were never served on any beneficiaries or interested parties as required by the resigning the Trustees and new alleged Successor Trustee and this document was only tendered to Petitioner by the new Curator when the Court ordered all documents be turned over. Further, in seeking a court order to appoint Theodore as successor Personal Representative/Executor to the Estate, this Court ruled against Theodore for a number of reasons that were brought to the Court’s attention that disqualify him and these same reasons should hold with respect to the Trusts of Simon and the Estate and Trusts of Shirley.

28. That in a recently unearthed set of documents, including a 2008 Will<sup>12</sup> of Simon, 2008 Irrevocable Trust<sup>13</sup> and 2008 Revocable Trust of Simon<sup>14</sup> that was SUPPRESSED AND DENIED - by the former Personal Representatives and Trustees of Simon’s Estate and Trusts, Tescher and Spallina, we learn why these alleged prior estate documents have been suppressed and denied from beneficiaries and interested persons, in violation of Probate Rules and Statutes, as it shows that prior to the alleged changes to his prior Estate and Trusts

---

<sup>12</sup> May 20, 2008 Will of Simon

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008WillDeliveredByBenBrown20140506.pdf> , hereby incorporated in entirety by reference herein.

<sup>13</sup> May 20, 2008 Irrevocable Trust

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008IRREVOCABLETRUSTdeliveredByBenBrownOn200140506.pdf> , hereby incorporated in entirety by reference herein.

<sup>14</sup> May 20, 2008 Revocable Trust of Simon

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20080520SimonBernstein2008REVOCABLETRUSTDeliveredByBenBrownOn20140506.pdf> , hereby incorporated in entirety by reference herein.

work done with his wife Shirley in 2008, that allegedly are made only days before Simon's death and fraught with improper notarizations and more, the 2008 Personal Representative for the Estate and Trustee for the Trusts was WILLIAM STANSBURY, the creditor in the Estate of Simon.

29. That William Stansbury was forced to sue Theodore individually and the Estate, due to the alleged criminal and civil torts committed against him primarily by Theodore, according to Stansbury's complaint. The lawsuit was also instigated only weeks before Simon's untimely death and on information and belief, the lawsuit is also alleged to have put a further wedge in the disastrous relationship between Theodore and his father, whereby Settlor left working with Theodore and began a new venture in an unrelated business in different offices, again only weeks before his untimely death.
30. That this Court allegedly issued Letters in the Estate of Shirley to Theodore Bernstein on October 29, 2013 and since that time Theodore Bernstein has failed to turn over any accounting to beneficiaries of the Estate or Trusts of Shirley or notice the beneficiaries of his acceptance of his Letters with copies of the Wills and Trusts attached, in violation of Probate Rules and Statutes and this is further cause for his immediate removal in any fiduciary capacities in the Estates and Trusts of Settlor and Shirley.
31. That this Court erred in issuing Theodore Letters in Shirley's Estate and must instantly revoke such Letters in Shirley's Estate, acting on the Court's own motion, as Theodore now has absolute conflicts of interests with the TO BE DETERMINED beneficiaries of Shirley's estate caused by the newly admitted to Fraud crafted by Spallina and confessed to Palm Beach County Sheriff's that benefited his immediate family to the detriment of other beneficiaries.



32. That using the fraudulent document admitted to by Spallina, Theodore and his sister Pamela's children, were then included in the Trust of Shirley by an altered and Fraudulent Amendment in the Trusts of Shirley. However, without the altered and fraudulent Amendment and using Shirley's documents alone, Theodore, Pamela and their lineal descendants ARE TO BE excluded entirely and considered predeceased. Thus, Theodore cannot act further in any fiduciary capacity without wholly disregarding these new and additional conflicts of interest and adverse interests he now has. Therefore, Theodore does not now, nor did he ever, for a host of other conflicts and adverse interests<sup>15</sup>, qualify to become the Personal Representative and/or the alleged Trustee of Shirley's Estate and Trusts.
33. That Theodore Bernstein is conflicted and has adverse interests with the Estates and Trusts beneficiaries for now both Simon and Shirley's Estates and Trusts entirely and to seal his fate as not qualified, in the Palm Beach County Sheriff's Investigatory Report, Spallina states that Theodore took distributions in self-dealing's that benefited his children to the detriment of Petitioner's children and Petitioner, AGAINST THE ADVICE OF COUNSEL.
34. That no prior accountings of any sort have been provided in the Estates and Trusts of Simon or Shirley Bernstein in violation of Probate Rules and Statutes and therefore there is no way to determine if the Final Accounting is accurate without a detailed formal accounting of BOTH SHIRLEY AND SIMON'S ESTATES and TRUSTS. To this point, almost four years after Shirley's death and almost two years after Simon's, Petitioner only has this recently produced Final Accounting submitted in Simon's Estate and NO OTHER ACCOUNTINGS, FINANCIAL RECORDS, BANK STATEMENTS, TAX RETURNS, etc., NOTHING to

---

<sup>15</sup> April 07, 2014 Petitioners unheard "PETITION FOR CONSTRUCTION OF TESTAMENTARY TRUST, FOR REMOVAL OF TRUSTEE AND FOR TRUST ACCOUNTING"  
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140407PetitionForConstructionOfTestamentaryTrust.pdf>, hereby incorporated in entirety by reference herein.

verify any of the information contained in the Final Accounting, in violation of PROBATE RULES AND STATUTES.

35. That while it is impossible to determine what items have transferred from the Estate to Trusts without accountings for both Estates and the Trusts, it is still clear that certain items are missing from the Final Accounting and the Amended Inventory.
36. That Petitioner states that the Final Accounting put forth is improperly signed by Spallina making it null and void and potentially further misconduct. That Robert Spallina, Esq. signs the Final Accounting on May 01, 2014 acting as counsel for the Co-Personal Representatives Tescher and Spallina in the present and where Spallina had resigned as Counsel to the now removed Co-Personal Representatives on February 18, 2014 by Order of this Court<sup>16</sup>. Therefore Spallina and Tescher should be forced to submit new and more detailed accounting submitted and signed by admitted, non-conflicted counsel as their counsel since they are precluded from acting as their own counsel.
37. That to date there has been a CRIMINAL lack of transparency with intent by the Personal Representatives and Trustees of the Estates and Trusts of Settlor and Shirley's, with blatant disregard of general accepted accounting principles legally required by Probate Rules and Statutes for the beneficiaries, interested parties and creditors to rely upon.

### **SPECIFIC AND DETAILED OBJECTIONS TO FINAL ACCOUNTING**

#### **Schedule A**

38. No financial information, physical evidence, tangible things or backup relating to the "Monarch Life Proceeds" check(s) were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

<sup>16</sup> Tescher & Spallina resignation letters are at

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20Orders%20for%20Discharge%20and%20Withdrawal%20of%20Counsel%20Tescher%20Spallina%20in%20Simon%20Shirley%20Estates.pdf>, fully incorporated by reference herein.

39. No financial information, physical evidence, tangible things or backup relating to the “US Treasury (tax refund)” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
40. No financial information, physical evidence, tangible things or backup relating to the “Fee Reimbursement from Shirley Bernstein Trust,” including but not limited to, copies of checks and other documentation were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. Regarding Note 1 on Schedule A - No financial information, physical evidence, tangible things or backup relating to the Note 1 were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
41. No financial information, physical evidence, tangible things or backup relating to the “Required Minimum Distribution from Decedent Simon’s IRA’s,” including but not limited to, JP Morgan account (ending 5007) were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
42. No financial information, physical evidence, tangible things or backup relating to the account statements for 2009-2014 of any JP Morgan accounts have been produced at this time for review.
43. No financial information, physical evidence, tangible things or backup relating to the Sabadell account (ending 7176) were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the account statements with Sabadell for 2009-2014 were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
44. No financial information, physical evidence, tangible things or backup relating to the JP Morgan account (ending 5220) were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the account statements for JP Morgan for 2009-2014 were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

Schedule B

45. No financial information, physical evidence, tangible things or backup relating to the “Fees and Costs” billed by Tescher & Spallina, P.A. were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the accountings, billings and other information regarding their fees from the period of 2007-2014 were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - b. No financial information, physical evidence, tangible things or backup relating to the retainer agreements for Tescher & Spallina, P.A. were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

46. No financial information, physical evidence, tangible things or backup relating to the “Fees and Costs” billed by Mark R. Manceri, P.A. were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the accountings, billings and other information regarding Manceri’s fees from the period of 2007-2014 were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
47. No financial information, physical evidence, tangible things or backup relating to the Retainer Agreements for Mark R. Manceri, P.A. were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
48. No financial information, physical evidence, tangible things or backup relating to the documents and information regarding “Bernstein Family Realty, LLC (“BFR”)” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the any loans to BFR were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
49. No financial information, physical evidence, tangible things or backup relating to the “cancelled check payable to CASH (written pre death) by Decent” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
50. No financial information, physical evidence, tangible things or backup relating to the documents and information regarding the “interest payment on LLLP Loan (autopay)” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the copies of the cancelled check for the interest payment were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - b. No financial information, physical evidence, tangible things or backup relating to the loan documentation were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
51. No financial information, physical evidence, tangible things or backup relating to the documents and information regarding the “American Pioneer Premium (autopay)” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the cancelled checks, statements, etc. were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - b. No financial information, physical evidence, tangible things or backup relating to the contract this was paid under were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.



52. No financial information, physical evidence, tangible things or backup relating to the “Unknown – Check written pre death” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
53. No financial information, physical evidence, tangible things or backup relating to the “Wells Fargo Interest Payment check (HELOC)” and any account statements or information were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the loan or other instrument this interest payment was due from were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - b. No financial information, physical evidence, tangible things or backup relating to the Wells Fargo account were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
54. No financial information, physical evidence, tangible things or backup relating to the “Internal Revenue Service check” and the corresponding tax form that it was paid on were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
55. No financial information, physical evidence, tangible things or backup relating to the “Bank Expense to (close Legacy Account)” and all Legacy accounts held by Decedent, including statements, closing information, etc. were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
56. No financial information, physical evidence, tangible things or backup relating to the copy of the Jewelry Appraisal were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

#### Schedule C

57. No financial information, physical evidence, tangible things or backup relating to the “Required Min. Distribution to Simon Estate Acct JPM (#Ending 5220)” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. No financial information, physical evidence, tangible things or backup relating to the account documents, statements or information regarding the account were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

#### Schedule D

58. No financial information, physical evidence, tangible things or backup relating to the “BFR Note 1” and BFR Note 2” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
59. No financial information, physical evidence, tangible things or backup relating to the account documents, statements or information regarding the “accrued legal fees from Simon Bernstein 1995 Insurance Trust payable to the Estate of Simon Bernstein (Note 3)” were

provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

- a. No financial information, physical evidence, tangible things or backup relating to the copy of the Simon Bernstein 1995 Insurance Trust were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - b. No financial information, physical evidence, tangible things or backup relating to the retainer agreements for the services billed to Simon Bernstein 1995 Insurance Trust were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - c. No financial information, physical evidence, tangible things or backup relating to the legal fee billings were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
60. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the “Net change in Simon Bernstein IRA (ending 5007) were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

#### SCHEDULE D – NOTES

61. Note 1 – No financial information, physical evidence, tangible things or backup relating to the “Note 1” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
62. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the “autopay months” cited and corresponding bank account information were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
63. Note 2 – No financial information, physical evidence, tangible things or backup relating to the “Note 2” were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- a. No financial information, physical evidence, tangible things or backup relating to the copies of the billings for these fees to BFR were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - b. No financial information, physical evidence, tangible things or backup relating to the copies of Tescher & Spallina retainer with BFR were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
64. Note 3 – No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding Simon Bernstein 1995 Insurance Trust were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- a. No financial information, physical evidence, tangible things or backup relating to the billings for these fees to Simon Bernstein 1995 Insurance Trust were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

- b. No financial information, physical evidence, tangible things or backup relating to the copies of Tescher & Spallina retainer with Simon Bernstein 1995 Insurance Trust were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
65. Note 4- No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the Note 4 were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- a. No financial information, physical evidence, tangible things or backup relating to the copies of the \$50000 distribution check were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - b. No financial information, physical evidence, tangible things or backup relating to the copies of the statements for the account distribution was taken from were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

#### SCHEDULE E

66. No financial information, physical evidence, tangible things or backup relating to the furniture appraisal for Boca Home St. Andrews were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- a. No financial information, physical evidence, tangible things or backup relating to the accounting of where any items went were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
67. No financial information, physical evidence, tangible things or backup relating to the furniture appraisal for Boca Condo were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- a. No financial information, physical evidence, tangible things or backup relating to the accounting of where any items went were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
68. No financial information, physical evidence, tangible things or backup relating to the Jewelry appraisals were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- a. No financial information, physical evidence, tangible things or backup relating to the accounting of Jewelry were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
69. No financial information, physical evidence, tangible things or backup relating to the accounting of where any jewelry went were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
70. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the "Secured Promissory Note" for BFR were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.



71. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding Simon Bernstein IRA account information and Shirley Bernstein IRA account information were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
72. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the entry "Due from Bernstein Family Realty" amount of \$25000 were provided with the final accounting that evidence or relate to this transaction for review by Petitioner .
73. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the entry "Due from Simon Bernstein 95 Insurance Trust" were provided with the final accounting that evidence or relate to this transaction for review by Petitioner
74. No financial information, physical evidence, tangible things or backup relating to any account documents, statements, valuations, stock certificates, buy-sell or any other information regarding LIC Holdings, Inc. were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
  - a. That LIC Holdings, Inc. et al. were the companies Simon owned and to this date, per conversations with the Curator, Benjamin Brown, Esq. no records of LIC et al. have been tendered to the Estate. Beneficiaries also have received no records or copies of stock holdings, tax returns, etc. and the company has been listed on the Amended Inventory and Final Accounting as N/A. No Final Accounting can be completed without information on this company and all of Simon's companies holdings, as listed herein and any other unknowns.
75. That requests to Janet Craig of Oppenheimer Trust Company, by LIC Holdings, Inc. shareholders that she is acting as Trustee for the trusts holding the stock for Petitioner's three minor children has been thus far denied. Thus the Estate and Trusts appear to be denied these suppressed records that Theodore Bernstein appears in control of and which he apparently refuses to release in violation of law.

**From:** Eliot Bernstein [mailto:iviewit@gmail.com]  
**Sent:** Friday, November 8, 2013 11:54 AM  
**To:** 'Craig, Janet'; Hunt Worth ~ President @ Oppenheimer Trust Company (Hunt.Worth@opco.com); William McCabe Esq. @ Oppenheimer Trust Company (William.McCabe@opco.com); 'katie.saia@opco.com'; 'patrick.wade@opco.com'; 'pat.wade@opco.com'  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net)  
**Subject:** RE: Joshua Jacob and Daniel Bernstein Trusts

Janet, while this addresses a small part of my requests in the email sent below, I do not see any reply to the other matters information was requested for, including the information on LIC Holdings. Did you request the information for LIC Holdings as requested below and if so can you please send me the letters sent to them and their response. I do also note that Ted and Spallina were copied on your response to my private and confidential email and I ask by what authority and whose direction are you copying this PRIVATE AND CONFIDENTIAL information to these parties on, please address each party separately? Please confirm that you did not blind copy any other parties on the emails. In addition to the

Page 22 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

BATES NO. EIB 001746  
02/27/2017

records for LIC Holdings, please provide the same information for Bernstein Family Realty LLC as requested below for LIC Holdings, as you were Manager and the shares for both are listed under the trusts you are still trustee of. I am still unclear under what authority you made Ted manager, knowing of the disputes going on and that my children are the owners of the company, as this seems a breach of fiduciary duties and trust. That you did this after first stating that you were turning over the Manager position to me and then without notice or approval of my family appointing Ted appears preposterous because he volunteered, how was he contacted about volunteering, please provide accurate details into how that occurred and who was involved in the decision. Did you contact him or he you?

That prior to my father's passing I am aware of information that he was concerned about his Oppenheimer accounts and these concerns had him making inquiries for accounting of all of his assets, in all of his family members Oppenheimer accounts and personal accounts, as he was concerned the balances were incorrect and did not think his assets were being handled properly and transferred correctly from the various banks they were shuffled to by his brokers from the transition from Stanford Bank (infamous for Sir Robert Allen Stanford Ponzi), to JP Morgan and Oppenheimer, please provide all past records of all Bernstein accounts or letters you may possess in regards to his inquiries immediately prior to his passing regarding the accounts and all of your firms responses. Also, I was informed that each child had 1.2 shares of LIC Holding and your accounting statement is only reflecting 1, please provide details regarding the discrepancies. Also, under Bernstein Family Realty you show each child owning 0.334 shares, so collectively 1 share, please clarify how many shares were issued and to whom and when and provide all records and minutes, etc. regarding the stocks? Also, please provide all records you received from Legacy Bank regarding the prior Legacy Account that was being used to pay my family bills, prior to Spallina redirecting this to you and converting it instead to the children's school trust funds to pay those bills, instead of Bernstein Family Realty LLC's accounts. As I am sure you are aware, Spallina's Law Firm was involved in fraud and forgery and their notary public was arrested for fraud and this would further make sharing my information with them without my express consent, as my emails maintain confidentiality statements on them as well, and again, for the third time this unauthorized transfer of the records to adversaries of my family seems a gross breach of fiduciary and more.

I will continue to send you all requests for funds since I have yet to see proper papers on the trusts and LLC as they are missing notaries in some instances and other documents you sent are incomplete with missing signatures as mentioned in my prior correspondences and with all this forgery and fraud going on with Spallina et al. it is hard to assess what has transpired in these accounts. I feel that you have obligations as Trustee and former Manager to verify if these monies and assets have been handled properly and have taken whatever actions and legal actions necessary to protect the beneficiaries you are responsible for and the funds you over sighted. Please go through this email and the email request below and answer each and every request separately as to how you're handling each issue. Finally, if you plan on sending this email to any other parties please get my consent if you are transferring my correspondences.

Eliot

---

**From:** Eliot Ivan Bernstein [mailto:[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)]  
**Sent:** Thursday, October 31, 2013 4:11 PM  
**To:** Craig, Janet; Worth, Hunt  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq.; Marc R. Garber, Esquire @ Flaster Greenberg P.C.  
**Subject:** Joshua Jacob and Daniel Bernstein Trusts

Janet, please provide the following based on the information that you sent to me whereby Oppenheimer is the trustee for the trusts for Joshua, Jacob and Daniel. As such under Article 5 (specifically 5.5), accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. Other than the 6 shares of LIC Holdings, Inc. stock, I am not sure what other assets there are. The current trustee has the right to ask prior trustees for an accounting if none was previously provided to you (refer to last sentence of 5.5). No accountings have been previously provided me or my children. Provide a complete accounting that includes investment accounts, bank accounts, trust tax returns, etc. for all years. As I am the legal guardian for my children, I am asking for all these as they were supposed to have been provided by you.

There are 6 shares of LIC Holdings Inc. stock in each trust. Oppenheimer should request on behalf of the trust beneficiaries pursuant to Florida Statute 607.1602 for inspection of the corporate records from LIC Holdings, Inc. The request should include all years from corporate inception to present. Florida Statute 607.1601 describes corporate records:

607.1601 Corporate records.—

- (1) A corporation shall keep as permanent records minutes of all meetings of its shareholders and board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation.
- (2) A corporation shall maintain accurate accounting records. (at the very least, you should request accounting and financial records of LIC Holdings including income tax returns, general ledgers, balance sheets, P&L statements, bank statements, loan agreements or guarantees)

Page 23 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

BATES NO. EIB 001747  
02/27/2017

- (3) A corporation or its agent shall maintain a record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each.
- (4) A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- (5) A corporation shall keep a copy of the following records:
  - (a) Its articles or restated articles of incorporation and all amendments to them currently in effect;
  - (b) Its bylaws or restated bylaws and all amendments to them currently in effect;
  - (c) Resolutions adopted by its board of directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
  - (d) The minutes of all shareholders' meetings and records of all action taken by shareholders without a meeting for the past 3 years;
  - (e) Written communications to all shareholders generally or all shareholders of a class or series within the past 3 years, including the financial statements furnished for the past 3 years under s. 607.1620;
  - (f) A list of the names and business street addresses of its current directors and officers; and
  - (g) Its most recent annual report delivered to the Department of State under s. 607.1622.

Please advise LIC Holdings, Inc. that you are seeking to inspect the records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously or is currently taking place.

I will be happy to go to the LIC office on my children's behalf and copy the records requested if they have any problems copying them. I will provide you with a copy as well. As my schedule is flexible please make the request with a 5 day notice as the statute requires and I will co-ordinate the time with the secretary in the office or they can have them ready for pick up.

Eliot I. Bernstein

- 76. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding Sabadell Account (ending 7176) were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- 77. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the JP Morgan account (ending 5220) were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- 78. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding the Stanford Bank accounts and Stanford lawsuit information were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.
- 79. No financial information, physical evidence, tangible things or backup relating to any account documents, statements or information regarding Oppenheimer accounts were provided with the final accounting that evidence or relate to this transaction for review by Petitioner.

#### **OTHER PROBLEMS WITH THE FINAL ACCOUNTING**

- 80. The 2012 Will and Amended and Restated Trust of Simon may be invalid and have been contested in prior unheard Petitions before this Court and may make the whole accounting nothing more than continued fraud.
- 81. No financial information, physical evidence, tangible things or backup relating to the any and all fee arrangements, fee agreements, retainer agreements, bills, account statements and

Page 24 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

BATES NO. EIB 001748  
02/27/2017

settlement sheets that for any attorney who has been paid for rendering services to the Estate were provided with the final accounting to Petitioner.

82. That assets appear missing from the inventory regarding the Jewelry of Simon and Shirley Bernstein with no accounting for their disappearance and in fact, it appears from the records Petitioner has discovered that certain Jewels may have been fenced and replaced with other inferior Jewels.<sup>17</sup>
83. No financial information, physical evidence, tangible things or backup relating to the Boca Raton Beach Condominium at the Aragon, 2494 South Ocean Boulevard, Boca Raton, 33432, including, furnishings, artwork and other possessions were provided with the final accounting to Petitioner and it appears these items vanished.
84. No financial information, physical evidence, tangible things or backup relating to the decedents business possessions for any and all businesses where interest were held by Simon, including the contents of his office located at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 and the contents of his office at the St. Andrews home were provided with the final accounting to Petitioner.
85. No financial information, physical evidence, tangible things or backup relating to the any life insurance policy or other insurance contract or information were provided with the final accounting to Petitioner and is an asset of the estate as Simon Bernstein was the Owner of the Heritage Union Policy.
86. No financial information, physical evidence, tangible things or backup relating to a VEBA Plan and Trust with the Trustee currently being the LaSalle National Trust Company; N.A. were provided with the final accounting to Petitioner.
87. No financial information, physical evidence, tangible things or backup relating to any IRA or other qualified plan accounts for Simon or Shirley were provided with the final accounting to Petitioner.
88. No financial information, physical evidence, tangible things or backup relating to any federal, state personal, corporate, trust and estate tax returns were provided with the final accounting to Petitioner. That Petitioner and this Court were also informed that no 2012 estate return was done timely for 2012.
89. No financial information, physical evidence, tangible things or backup relating to the any Mortgages and/or Lines of Credit were provided with the final accounting to Petitioner.
90. No financial information, physical evidence, tangible things or backup relating to any insurance loans, withdrawals, etc. were provided with the final accounting to Petitioner. That Petitioner has learned that it is alleged that Simon Bernstein was the owner of the Life Insurance policy and therefore the policy would be an asset of the Estate or those values in the contract. No contract however has been provided either by any party and the insurance

---

<sup>17</sup> December 23, 2013 Jewelry Grand Theft Complaint with the Palm Beach County Sheriff Department <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20131224%20Palm%20Beach%20Sheriff%20Complaint%20Jewelry%20Theft%20Case%20No%2013%20097087%20WITH%20EXHIBITS.pdf>, hereby incorporated in entirety by reference herein.

company appears to have lost the policy at this time too and thus until this is resolved the accounting appears deficient.

91. No financial information, physical evidence, tangible things or backup relating to any pension /profit sharing plans were provided with the final accounting to Petitioner.
92. No financial information, physical evidence, tangible things or backup relating to the any Sir Allen Stanford Lawsuit Interests of decedent were provided with the final accounting to Petitioner and do not appear on the accounting.
93. No financial information, physical evidence, tangible things or backup relating to the any patent interest holdings for the following intellectual properties either directly or through any corporate interests held by Simon Bernstein were provided with the final accounting to Petitioner:

1. 09/630,939 System & Method for Providing an Enhanced Digital Image File
2. PCT/US00/21211 System & Method for Providing an Enhanced Digital Image File
3. 75/725,802 THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004
4. 09/630,939 System & Method for Providing an Enhanced Digital Image File
5. PCT/US00/15602 System & Method for Video Playback Over a Network
6. 75/725,805 IVIEWIT "YOUR THIRD EYE TO THE WORLD" June 8, 1999 FILED July 27, 2004
7. 09/630,939 System & Method for Providing an Enhanced Digital Image File
8. PCT/US00/15406 System & Method for Playing a Digital Video File
9. 15406 Part 1 Attachment
10. 15406 Part 2 Attachment
11. 15406 Part 3 Attachment
12. 75/725,806 IVIEWIT "YOUR THIRD EYE TO THE WORLD" June 8, 1999 FILED July 27, 2004
13. 09/522,721 Apparatus & Method for Producing Enhanced Digital Images
14. PCT US00/15408 System & Method for Streaming an Enhanced Digital Video File
15. 75/725,807 IVIEWIT "YOUR THIRD EYE TO THE WORLD" (THIS MARK IS MISSING PROPER QUOTES June 8, 1999 FILED July 27, 2004
16. 09/587,734 System & Method for Providing an Enhanced Digital Video File
17. PCT/US00/15405 System & Method for Providing an Enhanced Digital Video File
18. 75/725,808 IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004
19. 09/587,734 System & Method for Providing an Enhanced Digital Video File
20. PCT US00/07772 Apparatus & Method for Producing Enhanced Digital Images
21. 75/725,809 IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004
22. 09/587,026 System & Method for Playing a Digital Video File
23. EPO 00938126.0 System & Method for Streaming an Enhanced Digital Video File
24. 75/725,810 IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004
25. 09/587,730 System & Method for Streaming an Enhanced Digital Video File



26. EPO 00944619.6 System & Method for Streaming an Enhanced Digital Video File
27. 75/725,816 IVIEWIT.COM June 8, 1999 FILED July 27, 2004
28. 60/223,344 Zoom & Pan Using a Digital Camera
29. EPO 00955352.0 System & Method for Providing an Enhanced Digital Image File
30. 75/725,816 IVIEWIT June 8, 1999 FILED July 27, 2004
31. 60/233,341 Zoom & Pan Imaging Design Tool
32. Japan 2001 502364 System & Method for Streaming an Enhanced Digital Video File
33. 75/725,817 IVIEWIT.COM June 8, 1999 FILED July 27, 2004
34. 60,169,559 Apparatus and Method for Producing Enhanced Video Images and/or Video Files
35. Japan 2001 502362 System & Method for Streaming an Enhanced Digital Video File
36. 75/725,817 IVIEWIT June 8, 1999 FILED July 27, 2004
37. 60/155,404 Apparatus & Method for Producing Enhanced Video Images and/or Video Files
38. Japan 2001 514379 System & Method for Providing an Enhanced Digital Image File
39. 75/725,818 IVIEWIT.COM June 8, 1999 FILED July 27, 2004
40. 60/149,737 Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files
41. Korea PCT US00 15408
42. 75/725,819 THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004
43. 60/146,726 Apparatus & Method for Producing Enhanced Digital Images
44. 75/725,819 IVIEWIT.COM June 8, 1999 FILED July 27, 2004
45. 60/141,440 Apparatus & Method for Providing and/or transmitting Video Data and/or Information in a Communication Network
46. 75/725,820 IVIEWIT.COM June 8, 1999 FILED July 27, 2004
47. 60/137,921 Apparatus & Method for Playing Video Files Across the Internet
48. 75/725,821 IVIEWIT June 8, 1999 FILED July 27, 2004
49. 60/137,297 Apparatus & Method for Producing Enhanced Video Images
50. 75/725,821 THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004
51. 60/125,824 Apparatus & Method for Producing Enhanced Digital Images
52. 75/725,822 IVIEWIT June 8, 1999 FILED July 27, 2004
53. 75/725,823 IVIEWIT June 8, 1999 FILED July 27, 2004
54. 75/725,823 THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004
55. 76/037,700 IVIEWIT.COM May 1, 2000 FILED July 27, 2004
56. 76/037,701 A SITE FOR SORE EYES May 1, 2000 FILED July 27, 2004
57. 76/037,702 A SITE FOR SORE EYES May 1, 2000 FILED July 27, 2004
58. 76/037,703 IVIEWIT May 1, 2000 FILED July 27, 2004
59. 76/037,843 IVIEWIT LOGO May 1, 2000 FILED July 27, 2004
60. 76/037,844 May 1, 2000 FILED July 27, 2004

94. No financial information, physical evidence, tangible things or backup relating to the estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon

Page 27 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
 OBJECTION TO FINAL ACCOUNTING

BATES NO. EIB 001751  
 02/27/2017

- Bernstein, whether qualified or contingent from 2000-2012 were provided with the final accounting to Petitioner, including but not limited to drafts, notes and more.
95. No financial information, physical evidence, tangible things or backup relating to the Trust Accounting and Trust Assets for "Simon L. Bernstein Amended and Restated Trust Agreement" dated July 25, 2012 and therefore it cannot be determined if assets are properly being administered between the estate and trusts of Simon at this time and make the accounting a further farce.
  96. No financial information, physical evidence, tangible things or backup relating to the May 20, 2008 Simon Bernstein Trust were provided with the final accounting to Petitioner.
  97. No financial information, physical evidence, tangible things or backup relating to the Trust Accounting and Assets for "Shirley Bernstein Trust Agreement" dated May 20, 2008 were provided with the final accounting to Petitioner.
  98. No financial information, physical evidence, tangible things or backup relating to the 1995 Simon Bernstein Irrevocable Insurance Trust were provided with the final accounting to Petitioner. That despite claiming that he has never had or possessed or even seen this trust, Robert Spallina then filed a claim with Heritage Union Life acting as the alleged "Trustee" of this LOST Trust that does not legally exist at this time. That Spallina further acted as the Trustee of the LaSalle National Trust, N.A. to attempt to abscond with this estate asset, which on information and belief he is not. Spallina also claimed to the Sheriff office in the Supplemental Report already evidenced herein that Simon Bernstein had told him the five children were the beneficiaries of the policy and yet he still filed a fraudulent claim with Heritage then claiming a LOST TRUST was the beneficiary instead.
  99. No financial information, physical evidence, tangible things or backup relating to the Records for SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06 were provided with the final accounting to Petitioner and appear missing from the accounting.
  100. No financial information, physical evidence, tangible things or backup relating to the Records for the MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 were provided with the final accounting to Petitioner.
  101. No financial information, physical evidence, tangible things or backup relating to the Records for SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees and ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008 were provided with the final accounting to Petitioner.
  102. No financial information, physical evidence, tangible things or backup relating to the Records for DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006 were provided with the final accounting to Petitioner.
  103. No financial information, physical evidence, tangible things or backup relating to the Records for JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006 were provided with the final accounting to Petitioner.

104. No financial information, physical evidence, tangible things or backup relating to the Records for JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006 were provided with the final accounting to Petitioner.
105. No financial information, physical evidence, tangible things or backup relating to the Records for Case: 502010CP003123XXXXSB INRE DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L. were provided with the final accounting to Petitioner
106. No financial information, physical evidence, tangible things or backup relating to the Records for Case: 502010CP003125XXXXSB INRE JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L were provided with the final accounting to Petitioner
107. No financial information, physical evidence, tangible things or backup relating to the Records for Case: 502010CP003128XXXXSB INRE JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L. were provided with the final accounting to Petitioner
108. No financial information, physical evidence, tangible things or backup relating to any creditor claims filed in the Estate of Shirley Bernstein and Simon Bernstein were provided with the final accounting to Petitioner.
109. No financial information, physical evidence, tangible things or backup relating to the lawsuit filed by William Stansbury lawsuit and creditor action filed against the Estate were provided with the final accounting to Petitioner. That it does not appear that this Lawsuit is included in the Final Accounting.
110. No financial information, physical evidence, tangible things or backup relating to the allocation of the tangible personal property of Simon Bernstein were provided with the final accounting to Petitioner.
111. No financial information, physical evidence, tangible things or backup relating to the Documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnerships, operating, or stockholders agreements were provided with the final accounting to Petitioner were provided with the final accounting to Petitioner.
112. No financial information, physical evidence, tangible things or backup relating to the Records relating to ongoing litigation involving Bernstein Family Realty, LLC were provided with the final accounting to Petitioner.
113. No financial information, physical evidence, tangible things or backup relating to the Information with regards to the, grade school, middle school, high school and college funds set aside for by Simon and Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel schooling were provided with the final accounting to Petitioner.
114. No financial information, physical evidence, tangible things or backup relating to the Objections to claims filed in Estate of Simon Bernstein were provided with the final accounting to Petitioner.

115. No financial information, physical evidence, tangible things or backup relating to the Exempt Property Petition filed were provided with the final accounting to Petitioner.
116. 115. No financial information, physical evidence, tangible things or backup relating to the American Express bill claim filed were provided with the final accounting to Petitioner and is believed to have been used post mortem.
- 117.
118. No financial information, physical evidence, tangible things or backup relating to the Limited Power of Appointment executed by Simon were provided with the final accounting to Petitioner.
119. No financial information, physical evidence, tangible things or backup relating to the Mortgage documents and Promissory Note relating to Eliot's children's home and documents pertaining to the first mortgage Walter Sahn were provided with the final accounting to Petitioner.
120. No financial information, physical evidence, tangible things or backup relating to the Heritage Union Life Insurance Contract and any other insurance policies were provided with the final accounting to Petitioner.
121. No financial information, physical evidence, tangible things or backup relating to the Full documentation for Proskauer Rose's Will Exhibit in the Will of Simon filed in the Court and all estate and trust work relating to the Proskauer work product for Simon and Shirley their children were provided with the final accounting to Petitioner.
122. No financial information, physical evidence, tangible things or backup relating to the records for Simon and Shirley Estate assets from years 2000-2014, including but not limited to, banking records, investment accounts, business accounts, tax returns for both Simon and Shirley personally and for all business entities, real estate, transfers, titles, deeds, all insurance contracts, IRA's, pensions, retirement plans of any sort and any other records necessary to ascertain and account for the assets in the Estate were provided with the final accounting to Petitioner.
123. No financial information, physical evidence, tangible things or backup relating to the all records relating to Simon Bernstein's Life Insurance License and all, agent, agency, renewal commissions payable to decedent were provided with the final accounting to Petitioner, including but not limited to:

Licensee Details 12/8/2013  
 Name of Licensee: BERNSTEIN, SIMON L  
 License #: A020560  
 Business Location: BOCA RATON, FLORIDA

Type	Original Issue Date	Qualifying Appointment
LIFE & HEALTH(0218)	4/23/2004	YES

Types and Classes of Active Appointments  
LIFE & HEALTH(0218)

---

Company Name	Original Issue Date	Exp Date	Type	County
1. JOHN HANCOCK LIFE INSURANCE COMPANY U.S.A. STATE Palm Beach	12/8/2004	12/31/2014		
2. BANNER LIFE INSURANCE COMPANY Palm Beach	6/1/2010	12/31/2014	STATE	
3. ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA 12/31/2014 STATE Palm Beach	4/7/2010			
4. AMERICAN GENERAL LIFE INSURANCE COMPANY STATE Palm Beach	7/20/2004	12/31/2014		
5. AMERICAN NATIONAL INSURANCE COMPANY STATE Palm Beach	4/22/2010	12/31/2014		
6. RELIASTAR LIFE INSURANCE COMPANY Palm Beach	6/23/2011	12/31/2013	STATE	
7. SECURITY LIFE OF DENVER INSURANCE COMPANY STATE Palm Beach	6/23/2011	12/31/2013		

124. No financial information, physical evidence, tangible things or backup relating to all investment account records from, including but not limited to, Stanford, JP Morgan, Legacy Bank, Sabadell and Oppenheimer were provided with the final accounting to Petitioner.
125. No financial information, physical evidence, tangible things or backup relating to all medical records and bills of Simon from all doctors involved in care for the years 2000-2012 were provided with the final accounting to Petitioner were provided with the final accounting to Petitioner.
126. No financial information, physical evidence, tangible things or backup relating to all medical records and bills in the prior 16 weeks leading up to Simon's death were provided with the final accounting to Petitioner.
127. No financial information, physical evidence, tangible things or backup relating to the all post mortem medical records, coroner records and bills and hospital records for Simon were provided with the final accounting to Petitioner.
128. No financial information, physical evidence, tangible things or backup relating to the all records and documents relating to the following BUSINESS ENTITIES owned by Simon were provided with the final accounting to Petitioner:

1. ALPS (Arbitrage Life Payment System)
2. Arbitrage International Holdings, LLC
3. Arbitrage International Management, LLC

Page 31 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

BATES NO. EIB 001755  
02/27/2017

4. Arbitrage International Management LLC
5. Arbitrage International Marketing, Inc.
6. Arbitrage International Marketing, Inc.
7. Bernstein & Associates, Inc.
8. Bernstein Family Investments, LLLP dated May 20, 2008
9. Bernstein Holdings, LLC dated May 20, 2008.
10. Bernstein Family Realty LLC
11. Bernstein Simon and Shirley – A company in Boca Raton, FL.
12. Cambridge Associates Of Indiana, Inc.
13. Cambridge Companies
14. Cambridge Financing Company
15. LIC Holdings, Inc. – This asset was listed as NOT AVAILABLE in the Final Accounting for it's value.
16. Life Insurance Concepts
17. Life Insurance Concepts Inc.
18. Life Insurance Concepts, LLC
19. Life Insurance Connection Inc.
20. Life Insurance Innovations, Inc.
21. National Service Association, Inc.
22. National Service Association, Inc.
23. National Service Corporation
24. National Service Corporation (Florida)
25. NSA, Inc.
26. S.T.P. Enterprises
27. SB Lexington, Inc.
28. Shirley Bernstein Family Foundation Inc. and Deborah Bernstein involvement
29. Simon and Shirley Bernstein (company or Foundation?)
30. Syracuse Partners Incorporated
31. Telenet Systems, Inc.
32. Telenet Systems, LLC
33. Total Brokerage Solutions LLC
34. TSB Holdings, LLC

129. No financial information, physical evidence, tangible things or backup relating to any Iviewit companies stock and patent interest holdings that Simon and Shirley held for the following companies and intellectual properties were provided with the final accounting to Petitioner:

1. Iviewit Holdings, Inc. – DL
2. Iviewit Holdings, Inc. – DL (two identically named in Delaware)
3. Iviewit Holdings, Inc. – NY (three identically named)
4. Iviewit Holdings, Inc. – FL (four identically named)
5. Iviewit Technologies, Inc. – DL
6. Uviewit Holdings, Inc. – DL
7. Uview.com, Inc. – DL
8. Iviewit.com, Inc. – FL
9. Iviewit.com, Inc. – DL

Page 32 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

10. I.C., Inc. – FL
11. Iviewit.com LLC – DL
12. Iviewit LLC – DL
13. Iviewit Corporation – FL
14. Iviewit, Inc. – FL
15. Iviewit, Inc. – DL

130. No financial information, physical evidence, tangible things or backup relating to the all Banking and Balances for all Estate Assets including Business Entities, Individually and TOD'S, POD's and FBO's were provided with the final accounting to Petitioner.
131. No financial information, physical evidence, tangible things or backup relating to the accounting for Saint Andrews Club Membership required for 7020 Lions Head Lane were provided with the final accounting to Petitioner.
132. No financial information, physical evidence, tangible things or backup relating to the Title for 2013 Kia Soul given as a birthday gift to Josh Bernstein from Simon Bernstein on August 26, 2012 as birthday gift were provided with the final accounting to Petitioner. That this was claimed to be an asset of the Estate yet appears nowhere in the Final Accounting.
133. No financial information, physical evidence, tangible things or backup relating to the Claims filed in the Estates and all correspondences relating to the claims were provided with the final accounting to Petitioner, including but not limited to;

1. William Stansbury,
2. Maritza Puccio,
3. Wells Fargo,
4. Dr. Ronick Seecharan,
5. Dr. Steven Rimer,
6. American Express, and,
7. Scott Banks – Telenet Systems.

134. No financial information, physical evidence, tangible things or backup relating to the corporate information regarding Telenet Systems, LLC, including but not limited to, including any stock information, correspondences and letters written in regards to Telenet Systems and any business plans, agreements or any other record, including all financial transactions were provided with the final accounting to Petitioner.
135. No financial information, physical evidence, tangible things or backup relating to the Accounting, Inventories and allocation of the tangible personal property of Shirley and Simon Bernstein, including but not limited to, Jewelry, Fine Art, Home furnishings, clothing, family pictures, contents of safety deposit boxes and safes, office documents, computers, hard drives and business contracts were provided with the final accounting to Petitioner.
136. No financial information, physical evidence, tangible things or backup relating to the allocation and division of all companies owned by Simon and/or Shirley at the time of their

deaths and copies of any partnership, operating, or stockholders agreements and accountings were provided with the final accounting to Petitioner.

137. No financial information, physical evidence, tangible things or backup relating to the ALL attorney and other professional or fiduciary accountings and billings for Shirley and Simon Estates were provided with the final accounting to Petitioner
138. No financial information, physical evidence, tangible things or backup relating to the homeowners insurance and any policies insuring any assets of the estates of SIMON and SHIRLEY were provided with the final accounting to Petitioner.
139. No financial information, physical evidence, tangible things or backup relating to the all information regarding the automobile of Simon Bernstein, a Porsche Panorama and records, lease papers, sale information, etc. were provided with the final accounting to Petitioner
140. No financial information, physical evidence, tangible things or backup relating to the information regarding Post Mortem Red Light Ticket in Simon's name leading to his DL being suspended were provided with the final accounting to Petitioner.
141. No financial information, physical evidence, tangible things or backup relating to the all documents which reflect or refer to any communication between any attorney or employee of T & S, or any attorney or other contracted by T & S or its predecessor and Simon/Shirley were provided with the final accounting to Petitioner, including but not limited to the following: (a) any emails sent or received; (b) any time records or bills which reflect or refer to such communications; (c) any correspondence sent or received; (d) any handwritten notes or memoranda which reflect or refer to such communications; and (e) any calendar entries which reflect or refer to such communications.
142. No financial information, physical evidence, tangible things or backup relating to any and all wills, drafts of wills and codicils to wills prepared by or for Simon/Shirley Bernstein were provided with the final accounting to Petitioner.
143. No financial information, physical evidence, tangible things or backup relating to any and all trust documents, drafts of trusts and trust amendments prepared by or for Simon were provided with the final accounting to Petitioner.
144. No financial information, physical evidence, tangible things or backup relating to any and all powers of attorney, designations of healthcare surrogates and living wills prepared by or for Simon Bernstein were provided with the final accounting to Petitioner.
145. No financial information, physical evidence, tangible things or backup relating to all documents and communications between or among Simon/Shirley Bernstein and their attorneys, accountants, financial advisors, or estate planning advisors from January 1, 1999 to September 13, 2012 were provided with the final accounting to Petitioner.
146. No financial information, physical evidence, tangible things or backup relating to the all documents and communications, including but not limited to emails, notes, letters, and postcards, between or among Simon/Shirley and any person(s) which discusses or refers to their testamentary intent, estate plan, or intent concerning the designation of beneficiaries for



- any property, assets, or accounts they owned, including but not limited to all assets that are includable in the Estates and Trusts were provided with the final accounting to Petitioner.
147. No financial information, physical evidence, tangible things or backup relating to the documents and communications, including but not limited to attorney notes, files, time sheets, and memoranda, which discuss or refer to Simon/Shirley's testamentary intent, or intent concerning the designation of beneficiaries for any property, assets, or accounts they owned, including but not limited to all assets that are includable in the Estates and Trusts were provided with the final accounting to Petitioner.
148. No financial information, physical evidence, tangible things or backup relating to the all documents and communications, including but not limited to handwritten or typewritten notes, correspondence, tape recordings, email, or memoranda, relating to, discussing or mentioning Simon/Shirley's intent with regard to the disposition of their assets either upon death or during their lifetime were provided with the final accounting to Petitioner.
149. No financial information, physical evidence, tangible things or backup relating to the all documents and communications between or among Simon/Shirley and any other person or entity from and after January 1, 1999, including but not limited to emails, notes, postcards, letters, faxes, and phone messages (whether written or recorded) were provided with the final accounting to Petitioner.
150. No financial information, physical evidence, tangible things or backup relating to the all diaries, desk calendars, address books, telephone books, and notebooks kept by or for Simon/Shirley from and after January 1, 1999 were provided with the final accounting to Petitioner.
151. No financial information, physical evidence, tangible things or backup relating to the all documents and communications, including but not limited to records, reports, notes or correspondence from any and all doctors, nurses, hospitals, clinics, medical facilities or other care givers relating to Simon/Shirley mental or physical condition conditions from January 2008 were provided with the final accounting to Petitioner.
152. No financial information, physical evidence, tangible things or backup relating to the documents and communications relating to any medications purchased by or on the behalf of Simon/Shirley from and after January 2008, including but not limited to all pharmacy records, prescriptions, and receipts.

**PETITION FOR FORMAL, DETAILED, AUDITED AND FORENSIC ACCOUNTING  
AND DOCUMENT ANALYSIS**

153. Petitioner states that all costs for an audited forensic accounting and forensic document analysis should be billed to Tescher and Spallina et al. who have caused the need for now a thorough analysis of the Estates and Trusts.

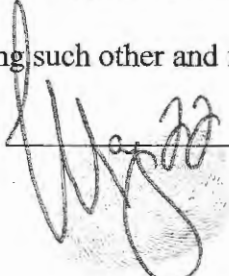
Page 35 of 38

Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

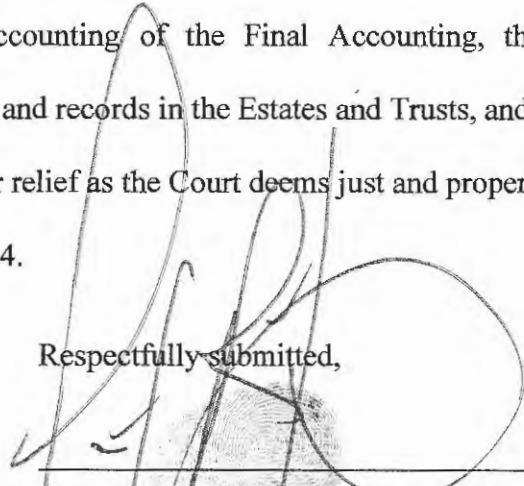
BATES NO. EIB 001759  
02/27/2017

**WHEREFORE**, Petitioner respectfully requests that this Court enter an Order:

1. Denying the Final Accounting and demanding a new properly executed Final Accounting be tendered to this Court;
2. Demand that all records be produced to support the Final Accounting to all appropriate parties, necessary to validate the Final Accounting;
3. Demand a Full Forensic Accounting of the Final Accounting, the Dispositive Documents and all documents and records in the Estates and Trusts, and
4. granting such other and further relief as the Court deems just and proper.

Signed on  , 2014.

Respectfully submitted,



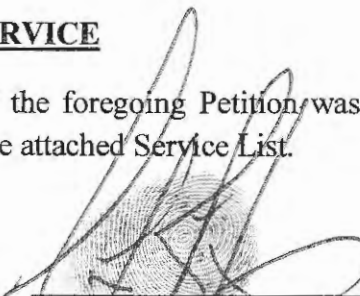

By: ELIOT BERNSTEIN, individually and on behalf of his minor children, who are alleged qualified beneficiaries of Settlor's Estate and Trusts,

Petitioner (*pro se*)

2753 N.W. 34th St.  
Boca Raton, Florida 33434-3459  
(561) 245.8588 (telephone)  
Email address: [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Petition was served via electronic mail on May 22, 2014 to the parties listed in the attached Service List.



Eliot Bernstein, Pro Se Petitioner  
2753 N.W. 34th St.  
Boca Raton, Florida 33434-3459

Page 36 of 38

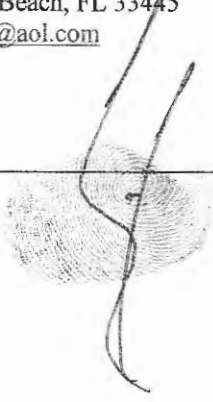
Thursday, May 22, 2014 @ 10:19:09 AM  
OBJECTION TO FINAL ACCOUNTING

(561) 245.8588 (telephone)  
 Email address: [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

**EMAIL SERVICE LIST**

<p>Theodore Stuart Bernstein          Life Insurance Concepts          950 Peninsula Corporate Circle,          Suite 3010          Boca Raton, Florida 33487  <a href="mailto:tbernstein@lifeinsuranceconcepts.com">tbernstein@lifeinsuranceconcepts.com</a></p>	<p>Alan B. Rose, Esq.          Page, Mrachek, Fitzgerald &amp;          Rose, P.A.          505 South Flagler Drive, Suite          600          West Palm Beach, Florida          33401          (561) 355-6991  <a href="mailto:arose@pm-law.com">arose@pm-law.com</a></p>	<p>John J. Pankauski, Esq.          Pankauski Law Firm PLLC          120 South Olive Avenue          7th Floor          West Palm Beach, FL 33401          (561) 514-0900  <a href="mailto:courtfilings@pankauskilawfirm.com">courtfilings@pankauskilawfirm.com</a></p>	<p>Carley &amp; Max Friedstein,          Minors          c/o Jeffrey and Lisa          Friedstein          Parents and Natural          Guardians          2142 Churchill Lane          Highland Park, IL 6003  <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a>  <a href="mailto:lisa.friedstein@gmail.com">lisa.friedstein@gmail.com</a></p>
<p>Pamela Beth Simon          950 N. Michigan Avenue          Apartment 2603          Chicago, IL 60611  <a href="mailto:psimon@stpcorp.com">psimon@stpcorp.com</a></p>	<p>Irwin J. Block, Esq.          The Law Office of Irwin J.          Block PL          700 South Federal Highway          Suite 200          Boca Raton, Florida 33432  <a href="mailto:ijb@ijblegal.com">ijb@ijblegal.com</a></p>	<p>William M. Pearson, Esq.          P.O. Box 1076          Miami, FL 33149  <a href="mailto:wpearsonlaw@bellsouth.net">wpearsonlaw@bellsouth.net</a></p>	<p>Robert L. Spallina, Esq.,          RESPONDENT          Tescher &amp; Spallina, P.A.          Boca Village Corporate          Center I          4855 Technology Way          Suite 720          Boca Raton, FL 33431  <a href="mailto:rspallina@tescherspallina.com">rspallina@tescherspallina.com</a></p>
<p>Jill Iantoni          2101 Magnolia Lane          Highland Park, IL 60035  <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a></p>	<p>Peter Feaman, Esquire          Peter M. Feaman, P.A.          3615 Boynton Beach Blvd.          Boynton Beach, FL 33436  <a href="mailto:pfeaman@feamanlaw.com">pfeaman@feamanlaw.com</a></p>	<p>Benjamin Brown, Esq.          Matwiczuk &amp; Brown, LLP          625 No. Flagler Drive          Suite 401          West Palm Beach, FL 33401  <a href="mailto:bbrown@matbrolaw.com">bbrown@matbrolaw.com</a></p>	<p>Donald Tescher, Esq.,          RESPONDENT          Tescher &amp; Spallina, P.A.          Boca Village Corporate          Center I          4855 Technology Way          Suite 720          Boca Raton, FL 33431  <a href="mailto:dtescher@tescherspallina.com">dtescher@tescherspallina.com</a></p>
<p>Lisa Friedstein          2142 Churchill Lane          Highland Park, IL 60035  <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a>  <a href="mailto:lisa.friedstein@gmail.com">lisa.friedstein@gmail.com</a></p>	<p>William H. Glasko, Esq.          Golden Cowan, P.A.          1734 South Dixie Highway          Palmetto Bay, FL 33157  <a href="mailto:bill@palmettobaylaw.com">bill@palmettobaylaw.com</a></p>	<p>Alexandra Bernstein          3000 Washington Blvd, Apt 424          Arlington, VA, 22201  <a href="mailto:alb07c@gmail.com">alb07c@gmail.com</a></p>	<p>Mark R. Manceri, Esq.,          RESPONDENT and          Mark R. Manceri, P.A.,          RESPONDENT          2929 East Commercial          Boulevard          Suite 702          Fort Lauderdale, FL 33308  <a href="mailto:mrmlaw@comcast.net">mrmlaw@comcast.net</a></p>
<p>Eric Bernstein          2231 Bloods Grove Circle          Delray Beach, FL 33445  <a href="mailto:eberstein@lifeinsuranceconcepts.com">eberstein@lifeinsuranceconcepts.com</a></p>	<p>Michael Bernstein          2231 Bloods Grove Circle          Delray Beach, FL 33445  <a href="mailto:mchl_bernstein@yahoo.com">mchl_bernstein@yahoo.com</a></p>	<p>Molly Simon          1731 N. Old Pueblo Drive          Tucson, AZ 85745  <a href="mailto:molly.simon1203@gmail.com">molly.simon1203@gmail.com</a></p>	<p>John P. Morrissey, Esq.          330 Clematis Street, Suite          213 West Palm Beach, FL          33401          (561) 833-0866          (561) 833-0867  <a href="mailto:john@jmorrisseylaw.com">john@jmorrisseylaw.com</a></p>

<p>Matt Logan 2231 Bloods Grove Circle Delray Beach, FL 33445 <a href="mailto:matl89@aol.com">matl89@aol.com</a></p>	<p>Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 NW 34th Street Boca Raton, FL 33434 <a href="mailto:iviewit@iviewit.tv">iviewit@iviewit.tv</a></p>	<p>Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a></p>	
--	--	--	--



IN THE CIRCUIT COURT OF THE 15<sup>th</sup> JUDICIAL  
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

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

PROBATE DIVISION  
CASE NO. 502012CP004391XXXXSB  
JUDGE MARTIN COLIN

**OBJECTIONS TO FINAL ACCOUNTING  
OF PERSONAL REPRESENTATIVE**

**COMES NOW Jill Iantoni and Lisa Friedstein**, by and through their undersigned Counsel, and file this their Objections to Final Accounting of Personal Representative, and in support thereof state as follows:

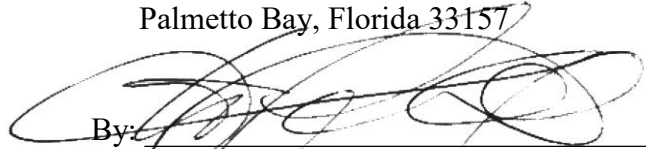
1. Upon information and belief, all or a portion of the attorney's fees paid to Tescher & Spallina, P.A. on the asserted basis as fees generated on behalf of the personal representative, are excessive, unauthorized, and/or attributable to the acts, errors, and/or omissions of Tescher & Spallina, P.A.
2. The objectors are unaware of, and the docket does not reflect, any Court orders authorizing and/or directing payments to attorneys for the Personal Representatives, Tescher & Spallina, P.A. or Mark R. Manceri, P.A., in this case and no invoices or retainer agreements have been provided with the Final Accounting.

**WHEREFORE, Jill Iantoni and Lisa Friedstein** by and through their undersigned Counsel, respectfully request that the Court enter an order upholding the objections as herein filed and enter judgment in favor of said Objectors, awarding costs and fees as applicable and appropriate along with such further orders as this Honorable Court deems just and proper.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was sent this 30<sup>th</sup> day of May, 2014, via e-service to: Matwiczuk & Browan LLP, **Benjamin P. Brown, Esquire**, Curator, 625 N. Flagler Drive, Suite 401, West Palm Beach, Florida 33401, [attorneys@matbrolaw.com](mailto:attorneys@matbrolaw.com); Peter M. Feaman, P.A., **Peter M. Feaman, Esquire**, for William E. Stansbury (creditor), 3615 West Boynton Beach Boulevard, Boynton Beach, Florida 33436, [service@feamanlaw.com](mailto:service@feamanlaw.com) and [mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com); **Alan Rose, Esquire**, for Ted Bernstein, 505 South Flagler Drive, Suite 600, West Palm Beach, Florida 33401, [arose@pm-law.com](mailto:arose@pm-law.com) and [mchandler@pm-law.com](mailto:mchandler@pm-law.com); **John Pankauski, Esquire**, for Ted Bernstein, 120 South Olive Avenue, Suite 701, West Palm Beach, Florida 33401, [courtfilings@pankauskilawfirm.com](mailto:courtfilings@pankauskilawfirm.com); **Eliot Bernstein**, 2753 N.W. 34<sup>th</sup> Street, Boca Raton, Florida 33434, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv); Robert L. Spallina, Esq., [rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com); [kmoran@tescherspallina.com](mailto:kmoran@tescherspallina.com); [ddustin@tescherspallina.com](mailto:ddustin@tescherspallina.com).

GOLDEN & COWAN, P.A.  
Palmetto Bay Law Center  
17345 S. Dixie Highway  
Palmetto Bay, Florida 33157



By: \_\_\_\_\_

WILLIAM H. GLASKO, ESQ.  
Florida Bar No. 167916

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

IN RE: ESTATE OF

PROBATE DIVISION

SIMON L. BERNSTEIN,

FILE NO.: 502012CP004391XXXXSB

Deceased.

---

**OBJECTION TO FINAL ACCOUNTING  
OF CO-PERSONAL REPRESENTATIVES**

MOLLY SIMON, ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN (collectively "Objectors"), by and through their undersigned counsel, having reviewed the Final Accounting filed by the former Co-Personal Representatives, DONALD R. TESCHER and ROBERT SPALLINA, file their objections to said Final Accounting and state:

1. All or a portion of the attorney's fees paid to Tescher & Spallina, P.A. on the asserted basis as fees generated on behalf of the former Co-Personal Representatives, are excessive, unauthorized and/or attributable to the acts, errors and/or omissions of Tescher & Spallina, P.A.

2. Objectors are unaware of any Court orders authorizing and/or directing payments to attorneys for the former Co-Personal Representatives, Tescher & Spallina, P.A. or Mark R. Manceri, P.A., and no invoices or retainer agreements were provided with the Final Accounting.


WHEREFORE, Objectors respectfully request that this Court enter an order (a) sustaining the objections set forth hereinabove and entering judgment in favor of Objectors, (b) deeming the Final Accounting of the former Co-Personal Representatives incomplete and, to the extent necessary, requiring that the former Co-Personal Representatives file an Amended Final Accounting, (c) requiring the former Co-Personal Representatives to reimburse the decedent's



estate for all improper payments made from estate assets, (d) awarding attorney's fees and costs to Objectors, and (e) granting any further relief as the Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via e-mail to:  
ALAN ROSE, Esquire, 505 South Flagler Drive, Suite 600, West Palm Beach, Florida 33401  
([arose@pm-law.com](mailto:arose@pm-law.com)); JOHN PANKAUSKI, Esquire, 120 South Olive Avenue, Suite 701, West  
Palm Beach, Florida 33401 ([courtfilings@pankauskilawfirm.com](mailto:courtfilings@pankauskilawfirm.com)); PETER M. FEAMAN,  
Esquire, 3615 West Boynton Beach Boulevard, Boynton Beach, Florida 33436  
([service@feamanlaw.com](mailto:service@feamanlaw.com)); WILLIAM H. GLASKO, Esquire, 17345 South Dixie Highway,  
Palmetto Bay, Florida 33157 ([eservice@palmettobaylaw.com](mailto:eservice@palmettobaylaw.com)); BENJAMIN P. BROWN,  
Esquire, 625 North Flagler Drive, Suite 401, West Palm Beach, Florida 33401  
([bbrown@matbrolaw.com](mailto:bbrown@matbrolaw.com)); and ELIOT BERNSTEIN, 2753 NW 34<sup>th</sup> Street, Boca Raton, Florida  
33436 ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)), this 15<sup>th</sup> day of June, 2014.

JOHN P. MORRISSEY, P.A.

By:   
John P. Morrissey, Esquire  
330 Clematis Street, Suite 213  
West Palm Beach, FL 33401  
Telephone: (561) 833-0866  
Facsimile: (561) 833-0867  
E-Mail: [john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com)  
Florida Bar #: 993727



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

**OBJECTIONS TO FINAL ACCOUNTING  
OF CO-PERSONAL REPRESENTATIVES**

COMES NOW creditor of the Estate of Simon Bernstein and interested person, William E. Stansbury ("Stansbury"), by and through his undersigned counsel, and for his objections to the Final Accounting submitted by now-resigned Co-Personal Representatives Donald R. Tescher and Robert L. Spallina, states as follows:

1. Stansbury objects to the omission from the estate assets the life insurance proceeds currently at issue in the case styled *Simon Bernstein Irrevocable Insurance Trust DTD 6/21/95, Case No. 13 cv 3643*, filed in the United States District Court for the Northern District of Illinois, Eastern Division. The policy benefit is approximately \$1.7 million, and the Estate is a potential beneficiary of the policy should the federal court determine that the Plaintiff insurance trust either no longer exists or it fails for lack of identifiable beneficiaries. This potential expectancy should be represented in the Accounting.

2. Stansbury objects to Schedule B setting forth disbursements to Tescher & Spallina, P.A. in the amount of \$122,515.69. All or a portion of these fees paid are excessive, and/or are attributable to the intentional and/or negligent acts, errors and/or omissions of Tescher & Spallina, P.A. and should be disgorged to the Estate, in whole or in part.


3. Stansbury objects to the required minimum distributions to the Estate for the Simon Bernstein IRA as set forth in Schedule C for the reason that the minimum amounts represented were incorrectly calculated as per current Internal Revenue Service Regulations, Rules and/or Guidelines.

4. Stansbury, long acquainted with the Decedent, with knowledge of the Decedent's personal affairs, and upon Stansbury's own information and belief, objects to the dollar value of the furniture appraisal set forth in Schedule E on the basis that it is undervalued and understated.

5. Stansbury, upon Stansbury's information and belief, objects to the dollar value of the jewelry appraisal set forth in Schedule E on the basis that it is undervalued and understated.

WHEREFORE, interested person William E. Stansbury, respectfully requests that this Court enter an Order that:

- a) Sustains Stansbury's objections set forth above and enters judgment in favor of Stansbury sustaining the objections;
- b) Determines that the Final Accounting filed by Tescher & Spallina, P.A. is inaccurate and incomplete;
- c) Directs Tescher & Spallina, P.A. to file an Amended Final Accounting that reflects the objections raised by Stansbury as sustained by the Court's Order;
- d) Requires Tescher & Spallina, P.A. to disgorge to the Estate all fees and costs improperly paid from Estate assets;
- e) Awards attorney fees and costs to Stansbury; and,
- f) Grants such other relief as the Court deems just and proper.

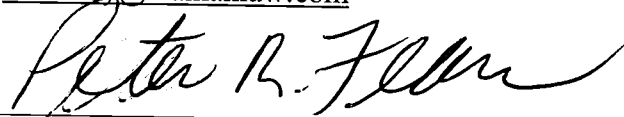
  
Peter M. Feaman, Esq.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been forwarded via e-mail service to: Alan Rose, Esq., PAGE, MRACHEK, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, [arose@pm-law.com](mailto:arose@pm-law.com) and [mchandler@pm-law.com](mailto:mchandler@pm-law.com); John Pankauski, Esq., PANKAUSKI LAW FIRM, 120 So. Olive Avenue, Suite 701, West Palm Beach, FL 33401, [courtfilings@pankauskilawfirm.com](mailto:courtfilings@pankauskilawfirm.com); Eliot Bernstein, 2753 NW 34<sup>th</sup> Street, Boca Raton, FL 33434, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv); and William H. Glasko, Esq., Golden Cowan, P.A., PALMETTO BAY LAW CENTER, 17345 S. Dixie Highway, Palmetto Bay, FL 33157, [bill@palmettobaylaw.com](mailto:bill@palmettobaylaw.com); Benjamin P. Brown, Esq., Matwiczuk & Brown, LLP, 625 N. Flagler Drive, Suite 401, West Palm Beach, FL 33401, [bbrown@matbrolaw.com](mailto:bbrown@matbrolaw.com); John P. Morrissey, Esq., 330 Clematis Street, Suite 213, West Palm Beach, FL 33401, [john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com) on this 2<sup>nd</sup> day of June, 2014.

PETER M. FEAMAN, P.A.  
3695 W. Boynton Beach Blvd.  
Suite #9  
Boynton Beach, FL 33436  
Tel.: (561) 734-5552  
Fax: (561) 734-5554  
Service: [service@feamanlaw.com](mailto:service@feamanlaw.com)  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)

By: \_\_\_\_\_

  
Peter M. Feaman  
Florida Bar No.: 260347

IN THE CIRCUIT COURT IN AND FOR THE 15<sup>TH</sup> JUDICIAL CIRCUIT IN AND  
FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF:

PROBATE DIVISION

SIMON L. BERNSTEIN,

FILE NO:502012CP4391XXXXSB

Deceased.

---

**OBJECTION TO FINAL ACCOUNTING OF PERSONAL REPRESENTATIVE  
FOR THE TIME PERIOD OF  
SEPTEMBER 13, 2012 THROUGH FEBRUARY 28, 2014**

BRIAN M. O'CONNELL, as Personal Representative of the Estate of Simon Bernstein ("Personal Representative" and "Estate," respectively), by and through undersigned counsel, hereby files his objections to the "Final Accounting of Personal Representative" for the time period of September 13, 2012 through February 28, 2014 ("Accounting"), as follows:

1. On or about May 1, 2014, Robert L. Spallina and Donald R. Tescher served the Accounting.

2. The following items on the "Summary" need further investigation, thus the Personal Representative objects as set forth below. In addition, the Personal Representative objects as no substantiating documents were provided, thus the Personal Representative reserves his right to further object to same:

- a. "Starting Balance"; and
- b. "Assets on Hand at Close of Accounting Period."

3. Personal Representative objects to the omission of the life insurance proceeds currently at issue in the case styled *Simon Bernstein Irrevocable Trust DTD*

6/21/95, *Case No. 13cv3643*, filed in the United States District Court for the Northern District of Illinois, Eastern Division, from the Estate assets.

4. Personal Representative objects to Schedule A Receipts as no substantiating documents were provided, thus the Personal Representative reserves any and all further objections after examination of same.

5. The following items listed on Schedule A Receipts need further investigation, thus the Personal Representative objects as set forth below. In addition, the Personal Representative objects as no substantiating documents were provided, thus the Personal Representative reserves his right to further object to same:

- a. "Monarch Life Proceeds" \$2,000 on 10/9/2012;
- b. "Required Min. Distribution from Simon IRA JPM (#Ending 5007)"; and
- c. "Fee Reimbursement from Shirley Bernstein Trust" and Note 1 associated with same.

6. Personal Representative objects to Schedule B Disbursements as no substantiating documents were provided, thus the Personal Representative reserves any and all further objections after examination of same.

7. Personal Representative objects to Fees and Costs paid to Tescher & Spallina, P.A. listed on Schedule B Disbursements as without an itemized description of their services it cannot be determined if their fees benefited the Estate. In addition, to the extent the co-personal representatives and/or the attorneys for the co-personal representatives breached their fiduciary duty, there is no entitlement to attorneys' fees.

8. Personal Representative objects to Attorney's Fees and Costs paid to Mark R. Manceri, P.A. listed on Schedule B Disbursements as such fees did not benefit the

Estate, thus there is no entitlement to attorney's fees. In addition, documentation is needed which shows an itemization of the services provided and time incurred.

9. Personal Representative objects to the extent there are no Court orders authorizing and/or directing payments to attorneys for the co-personal representatives, Tescher & Spallina, P.A. and/or Mark R. Manceri, P.A., as listed on Schedule B.

10. The following items listed on Schedule B need further investigation, thus the Personal Representative objects as set forth below. In addition, the Personal Representative objects as no substantiating documents were provided, thus the Personal Representative reserves his right to further object to same:

- a. "LOANS (Bernstein Family Realty)" on 9/14/2012;
- b. "LOANS (Bernstein Family Realty)" on 10/15/2012;
- c. "Interest Payment on LLLP Loan" on 10/1/2012; and
- d. "Wells Fargo Interest Payment (HELOC)" on 10/15/2012.

11. Personal Representative objects to Schedule C Distributions as no substantiating documents were provided, thus the Personal Representative reserves any and all further objections after examination of same.

12. The following items listed on Schedule C Distributions need further investigation, thus the Personal Representative objects as set forth below. In addition, the Personal Representative objects as no substantiating documents were provided, thus the Personal Representative reserves his right to further object to same:

- a. "Required Min. Distribution to Simon Estate Acct JPM (#Ending 5220)".

13. Personal Representative objects to Schedule D Capital Transactions and Adjustments as no substantiating documents were provided, thus the Personal Representative reserves any and all further objections after examination of same.

14. The following items listed on Schedule D Capital Transactions and Adjustments need further investigation, thus the Personal Representative objects as set forth below. In addition, the Personal Representative objects as no substantiating documents were provided, thus the Personal Representative reserves his right to further object to same:

- a. "Accounts Receivable from Bernstein Family Realty, LLC" on 9/14/12 and Note 1 associated with same;
- b. "Accounts Receivable from Bernstein Family Realty, LLC" on 10/15/12 and Note 1 associated with same;
- c. "Accrued Legal Fees from Bernstein Family Realty, LLC payable to the Estate of Simon Bernstein" and Note 2 associated with same;
- d. "Accrued Legal Fees from Simon Bernstein 1995 Insurance Trust payable to the Estate of Simon Bernstein" and Note 3 associated with same; and
- e. "Net change in Simon Bernstein IRA Acct Ending 5007 at JPM Morgan" and Note 4 associated with same.

15. Personal Representative objects to Schedule E Assets on Hand at Close of Accounting Period as no substantiating documents were provided, thus the Personal Representative reserves any and all further objections after examination of same.

16. The following items on Schedule E Assets on Hand at Close of Accounting Period need further investigation, thus the Personal Representative objects as

set forth below. In addition, the Personal Representative objects as no substantiating documents were provided, thus the Personal Representative reserves his right to further object to same:

- a. Furniture and furnishings;
- b. Jewelry;
- c. "Secured Promissory Note- Due from Bernstein Family Realty, LLC";
- d. "Simon Bernstein IRA (JP Morgan Acct. Ending 5007)";
- e. "Due From Bernstein Family Realty, LLC";
- f. "Due from Simon Bernstein 1995 Insurance Trust";
- g. "LIC Holdings, Inc.";
- h. Sabadell Bank (Acct. Ending 7176)"; and
- i. "JP Morgan (Acct. Ending 5220)."

17. The Accounting fails to comply with Fla. R. P. 5.346(b)(4) with regard to LIC Holdings, Inc. listed on Schedule E Assets on Hand at Close of Accounting Period.

18. The Accounting is deficient as it fails to comport with Fla. R. P. 5.346(b)(1) & (3) as, among other things, the accounting classifies multiple transactions as "LOANS" or "Interest Payment," yet provides no other information.

WHEREFORE, BRIAN M. O'CONNELL, as Personal Representative of the Estate of Simon Bernstein, by and through undersigned counsel, hereby objects to the "Final Accounting of Personal Representative" for the time period of September 13, 2012 through February 28, 2014, and requests attorneys' fees and costs and any further relief deemed necessary or proper.



I HEREBY CERTIFY that a true and correct copy of the foregoing was served by e-mail service on the 13 day of, August 2014 to all on the Service List attached.

---

BRIAN M. O'CONNELL, ESQ.  
Florida Bar No: 308471  
ASHLEY N. CRISPIN, ESQ.  
Florida Bar No: 37495  
JOIELLE A. FOGLIETTA, ESQ.  
Florida Bar No. 94238  
CIKLIN LUBITZ MARTENS & O'CONNELL  
515 N. Flagler Dr., 20th Floor  
West Palm Beach, FL 33401  
Telephone: 561-832-5900  
Facsimile: 561-833-4209  
primary e-mail: [service@ciklinlubitz.com](mailto:service@ciklinlubitz.com)  
secondary e-mail: [slobdell@ciklinlubitz.com](mailto:slobdell@ciklinlubitz.com)

## SERVICE LIST

<p>Alan B. Rose, Esq. Page, Mrachek, Fitzgerald &amp; Rose, P.A. 505 S. Flagler Dr., Suite 600 West Palm Beach, FL 33401 (561) 355-6991 <a href="mailto:arose@pm-law.com">arose@pm-law.com</a> Attorney for Ted S. Bernstein</p>	<p>John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Ave., 7<sup>th</sup> Floor West Palm Beach, FL 33401 (561) 514-0900 <a href="mailto:john@Pankauskilawfirm.com">john@Pankauskilawfirm.com</a> Attorney for Ted S. Bernstein</p>	<p>Irwin J. Block, Esq. The Law Office of Irwin J. Block, PL 700 South Federal Highway, Suite 200 Boca Raton, FL 33432 <a href="mailto:ijb@ijblegal.com">ijb@ijblegal.com</a></p>	<p>Peter Feaman, Esq. Peter M. Feaman, P.A. 3695 Boynton Beach Blvd., uite 9 Boynton Beach, FL 33436 <a href="mailto:pfeaman@feamanlaw.com">pfeaman@feamanlaw.com</a></p>
<p>William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 <a href="mailto:bill@palmettobaylaw.com">bill@palmettobaylaw.com</a></p>	<p>John P. Morrissey, Esq. 330 Clematis St., Suite 213 West Palm Beach, FL 33401 <a href="mailto:john@jmorrisseylaw.com">john@jmorrisseylaw.com</a></p>	<p>Max Friedstein 2142 Churchill Lane Highland Park, IL 60035 Beneficiary</p>	<p>Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 60035 <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a> <a href="mailto:Lisa.friedstein@gmail.com">Lisa.friedstein@gmail.com</a> Beneficiary</p>
<p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a> <a href="mailto:Lisa.friedstein@gmail.com">Lisa.friedstein@gmail.com</a></p>	<p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a></p>	<p>Julia Iantoni, a Minor c/o Guy and Jill Iantoni, her Parents &amp; Natural Guardians 2101 Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a></p>	<p>Eliot Bernstein 2753 N.W. 34<sup>th</sup> St. Boca Raton, FL 33434 <a href="mailto:iviewit@iviewit.tv">iviewit@iviewit.tv</a></p>
<p>Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 N.W. 34<sup>th</sup> St. Boca Raton, FL 33434 <a href="mailto:iviewit@iviewit.tv">iviewit@iviewit.tv</a></p>	<p>Pamela Beth Simon 950 N. Michigan Ave., Apt. 2603 Chicago, IL 60611 <a href="mailto:psimon@stpcorp.com">psimon@stpcorp.com</a></p>	<p>Benjamin P. Brown, Esq. Matwiczuk &amp; Broaw LLP 625 N. Flagler Dr., #401 West Palm Beach, FL 33401 <a href="mailto:bbrown@matbrolaw.com">bbrown@matbrolaw.com</a></p>	

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

PROBATE DIVISION  
JUDGE JOHN L. PHILIPS  
CASE NO. 502012CP4391XXXXNB/IH;  
JUDGE HOWARD COATES;  
JUDGE MARTIN COLIN  
CASE NO. 502012CP004391XXXXSB;  
JUDGE DAVID E FRENCH  
CASE NO. 2012CP004391 IX

IN RE:  
ESTATE OF: SIMON L. BERNSTEIN  
DECEASED.

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);  
JOSHUA ENNIO ZANDER BERNSTEIN;

OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING  
Wednesday, September 2, 2015

Page | 1

JNAB BERNSTEIN (ELIOT MINOR CHILD);  
DEAO BERNSTEIN (ELIOT MINOR CHILD);  
ALEXANDRA BERNSTEIN;  
ERIC BERNSTEIN;  
MICHAEL BERNSTEIN;  
MATTHEW LOGAN;  
MOLLY NORAH SIMON;  
J. IANTONI – JILL MINOR CHILD;  
MAX FRIEDSTEIN;  
C. FRIEDSTEIN – LISA MINOR CHILD;  
PAGE, MRACHEK, FITZGERALD & ROSE, P.A.  
(AND ALL PARTNERS, ASSOCIATES AND OF  
COUNSEL);  
ALAN B. ROSE, ESQ. – PERSONALLY;  
ALAN B. ROSE, ESQ. – PROFESSIONALLY;  
PANKAUSKI LAW FIRM PLLC, (AND ALL  
PARTNERS, ASSOCIATES AND OF COUNSEL);  
JOHN J. PANKAUSKI, ESQ. – PERSONALLY;  
JOHN J. PANKAUSKI, ESQ. – PROFESSIONALLY;  
KIMBERLY FRANCIS MORAN – PERSONALLY;  
KIMBERLY FRANCIS MORAN –  
PROFESSIONALLY;  
LINDSAY BAXLEY AKA LINDSAY GILES –  
PERSONALLY;  
LINDSAY BAXLEY AKA LINDSAY GILES –  
PROFESSIONALLY;  
THE ALLEGED “2008 SIMON L. BERNSTEIN  
TRUST AGREEMENT, AS AMENDED AND  
RESTATED IN THE SIMON L. BERNSTEIN  
AMENDED AND RESTATED TRUST AGREEMENT  
DATED JULY 25, 2012”;  
JOHN AND JANE DOE’S (1-5000),

RESPONDENTS

TO BE ADDED RESPONDENTS:  
JUDGE MARTIN COLIN, BOTH PERSONALLY  
AND PROFESSIONALLY;  
JUDGE DAVID E. FRENCH, BOTH PERSONALLY  
AND PROFESSIONALLY.

**OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING**

COMES NOW, Eliot Ivan Bernstein (“Eliot” or “Plaintiff” or “Objector”), Pro Se,  
individually and as a beneficiary of the “2008 SIMON L. BERNSTEIN TRUST AGREEMENT, as  
amended and restated in the SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST

OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING

Wednesday, September 2, 2015

Page 12

AGREEMENT dated July 25, 2012” and the Eliot Bernstein Family Trust created thereunder and Eliot as Guardians for his three minor children, as alleged beneficiaries, of the “SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT dated July 25, 2012” and hereby files this “**OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING**” and in support thereof states, on information and belief, as follows:

1. That I, Eliot Ivan Bernstein make this Limited Appearance for purposes of satisfying obligations to timely file objections but otherwise object and do not consent to the jurisdiction of this Court and these proceedings, particularly pending the outcome of proceedings in the Florida State Supreme Court.
2. That I have filed a Petition for All Writs with the Florida State Supreme Court seeking various forms of relief including an injunction and also mandamus for Judge Martin Colin to issue a mandatory Disqualification Order being at minimum a necessary Material Fact Witness in the Florida probate proceedings to the circumstances of fraudulent waivers and related documents being filed in his Court and ex parte communications with the office of attorneys Robert L. Spallina, Esq. and Donald R. Tescher, Esq., those offices of Tescher & Spallina, PA being involved in the underlying fraud. A copy of said Petition is attached hereto as Exhibit A.
3. That the entire case and cases should be re-set based upon the frauds upon the Court including the re-setting and voiding of any and all Orders, including but not limited to, those relating to Fiduciaries, Personal Representatives and Trustees.
4. That the Probate matters previously before Judge Martin Colin and Judge French have been grounded in fraud where related direct fraud and related crimes have been admitted to and where Eliot Bernstein individually and on behalf of his minor children reserves any and all

rights to further object based upon fraud which has not yet been discovered and remains concealed by the alleged Trustee Ted Bernstein, his counsel Alan B. Rose, Esq. and related parties.

5. That Ted S. Bernstein is not a valid and legal Successor Trustee and according to the language of the alleged Trust presented to beneficiaries, the Successor Trustee cannot be a related party and further the language of the Trust states that Ted is considered predeceased for all purposes of the Trust and Dispositions made thereunder.
6. That Eliot I. Bernstein as a Beneficiary and Objector herein and on behalf of his minor children makes a general objection to the Accounting in its entirety including but not limited to all payments, disbursements, distributions, fees and monies and values paid or made or distributed of any kind and further raises a general objection that All documents filed in this case and these proceedings may in fact be fraud.
7. That the alleged 2012 Simon Trust accounted for has been found to be improperly notarized and has serious other defects that make the document invalid and Ted has failed to provide a full and complete set of original Simon Trust documents for beneficiaries and forensic analysis to be performed on and thus has failed to prove the existence of a valid Trust and a valid Trust that allows his claim of Trustee.
8. That the alleged Trustee Ted Bernstein has improper business interests and conflicts of interest with the Tescher & Spallina, PA law firm who was acting as his counsel, being the same parties involved in fraud where Attorney Spallina has admitted to fraudulently changing a related Trust document, Shirley Bernstein's Trust, for the benefit of primarily Ted Bernstein at the harm and expense of other beneficiaries and where a Tescher & Spallina, PA employee under their care and direction, Kimberly Moran, has admitted to and been



convicted of fraudulently changing Waivers and improperly notarizing them and forging them for six parties, including the deceased Simon Bernstein whereupon Eliot I. Bernstein individually as Objector and on behalf of his minor children therefore objects to the existence of Ted Bernstein as Trustee in its entirety, objects to the Accounting in its entirety and reserves any and all rights to further object as further fraud is discovered and as justice allows.

9. That the alleged Successor Trustee failed to get a statutorily required accounting on change of Trusteeship from the prior Co-Trustees Tescher and Spallina within 60 days from their resignation. Any and all rights are reserved by Objector Eliot I. Bernstein individually and on behalf of his minor children from failures and breaches of duty caused by alleged Trustee Ted Bernstein and the prior Co-Trustees as a result of these failures.
10. That there is no accounting for the time that Tescher and Spallina were Co-Trustees or prior to that when Simon Bernstein was Trustee and therefore the accounting fails to provide a clear picture of the assets from the time of Simon Bernstein's death to present. Any and all rights are reserved by Objector Eliot I. Bernstein individually and on behalf of his minor children from failures and breaches of duty caused by alleged Trustee Ted Bernstein and the prior Co-Trustees as a result of these failures.
11. That the alleged Successor Trustee has failed to statutorily notice beneficiaries of his Trusteeship after accepting a change of trusteeship from the prior Co-Trustees Tescher and Spallina.
12. That there are not clearly accounted for records of the trust instrument and amendments and requests to inspect the originals have been denied.

13. That the Governor Rick Scott's Notary Public Division has determined the Amended Trust document is not properly notarized, is alleged to be fraudulent and has trust construction and verification processes under litigation currently.
14. That it has been alleged by the PR of Simon's Estate, Brian O'Connell Esq. that Ted is not a valid legal Trustee. See Exhibit B - O'Connell Pleading, and that as stated above the existence of Ted Bernstein as the alleged Trustee is objected to by myself individually and on behalf of my minor children.
15. That it has been alleged by Counsel Peter Feaman, Esq. that Ted and his Counsel Alan B. Rose, Esq. are acting in violation of fiduciary and conduct codes. See Exhibit C - Feaman to O'Connell Letter, and that as stated above the existence of Ted Bernstein as the alleged Trustee is objected to by Objector individually and on behalf of his minor children.
16. There are pending actions against Ted Bernstein as alleged trustee for various breaches of fiduciary duties and violations of law and actions have been taken to remove alleged Trustee Ted Bernstein, which are being litigated before this Court presently, including but not limited to two stayed counter complaints.
17. The 2014 Florida Statutes

Title XLII  
ESTATES AND TRUSTS  
Chapter 736  
FLORIDA TRUST CODE  
736.08135 Trust accountings.—

That Ted has failed to provide an understandable accounting. Ted failed as fiduciary to get the statutorily required accounting from the prior Co Trustees, TESCHER and SPALLINA and thus his accounting fails without the historical and statutorily required accounting and



supporting evidence to present an accounting for the Trust's assets since the time Simon died to present.

18. There is no prior accounting of Simon's Trust as the former Co-Trustees, TESCHER and SPALLINA, have failed to provide the statutorily required accounting upon transfer of the trusteeship to Ted and Ted has failed as a fiduciary to demand the required accounting due upon the transfer and necessary to fully account for the Trust assets.

(1) A trust accounting must be a reasonably understandable report from the date of the last accounting or, if none, from the date on which the trustee became accountable, that adequately discloses the information required in subsection (2).

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

(b) The accounting must show all cash and property transactions and all significant transactions affecting administration during the accounting period, including compensation paid to the trustee and the trustee's agents. Gains and losses realized during the accounting period and all receipts and disbursements must be shown.

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

(c) To the extent feasible, the accounting must identify and value trust assets on hand at the close of the accounting period. For each asset or class of assets reasonably **capable of valuation**, the accounting shall contain two values, the asset acquisition value or carrying value and the estimated current value. The accounting must identify each known non-contingent liability with an estimated current amount of the liability if known.

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

(d) To the extent feasible, the accounting must show significant transactions that do not affect the amount for which the trustee is accountable, including name changes in investment holdings, adjustments to carrying value, a change of custodial institutions, and stock splits.

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

(e) The accounting must reflect the allocation of receipts, disbursements, accruals, or allowances between income and principal when the allocation affects the interest of any beneficiary of the trust.

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

The 2014 Florida Statutes  
Title XLII  
ESTATES AND TRUSTS  
Chapter 736  
FLORIDA TRUST CODE

736.0813 Duty to inform and account.—The trustee shall keep the qualified beneficiaries of the trust reasonably informed of the trust and its administration.

(1) The trustee's duty to inform and account includes, but is not limited to, the following:

19. That Ted Bernstein within 60 days failed to notice the qualified beneficiaries of the acceptance of the trust, the full name and address of the Trustee and of the fiduciary lawyer-client privilege with respect to the trustee and attorneys employed by the trustee.

(a) Within 60 days after acceptance of the trust, the trustee shall give notice to the qualified beneficiaries of the acceptance of the trust, the full name and address of the trustee, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

(b) Within 60 days after the date the trustee acquires knowledge of the creation of an irrevocable trust, or the date the trustee acquires knowledge that a formerly revocable trust has become irrevocable, whether by the death of the settlor or otherwise, the trustee shall give notice to the qualified beneficiaries of the trust's existence, the identity of the settlor or settlors, the right to request a copy of the trust instrument, the right to

OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING  
Wednesday, September 2, 2015  
Page | 8

accountings under this section, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

Thus, it is objected by myself individually and on behalf of my minor children that alleged Trustee Ted Bernstein has failed to abide by such statutes and rules and duties and any and all rights are reserved herein.

20. That despite repeated requests in writing and in Court filings for Ted Bernstein to provide a complete copy of the trust instrument, codicils, attachments and amendments and allow for inspection of the originals, which in this case is necessary for forensic analysis due to the prior proven multiple fraudulent and forged documents in the Estates and Trusts of Simon and Shirley Bernstein, Ted Bernstein has failed to provide proof of the actual trust. That in Eliot's deposition, Alan Rose, Esq. claimed that neither Ted nor he was in possession of original trust documents for inspection.

(c) Upon reasonable request, the trustee shall provide a qualified beneficiary with a complete copy of the trust instrument.

Thus, it is objected by myself individually and on behalf of my minor children that alleged Trustee Ted Bernstein has failed to abide by such statutes and rules and duties and any and all rights are reserved herein.

21. That Ted Bernstein has failed to provide accountings annually and on change of a trustee.

(d) A trustee of an irrevocable trust shall provide a trust accounting, as set forth in s. 736.08135, from the date of the last accounting or, if none, from the date on which the trustee became accountable, to each qualified beneficiary at least annually and on termination of the trust **or on change of the trustee.**

Thus, it is objected by myself individually and on behalf of my minor children that the alleged Trustee Ted Bernstein has failed to abide by such statutes and rules and duties and any and all rights are reserved herein.

22. That Ted Bernstein has failed to provide any information about the assets and liabilities of the trust and the particulars relating to administration. That the accounting submitted by Ted will show that two and half years after Simon died there are still assets that remain secreted and without value or name.

**(e) Upon reasonable request, the trustee shall provide a qualified beneficiary with relevant information about the assets and liabilities of the trust** and the particulars relating to administration.

Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

(3) The representation provisions of part III apply with respect to all rights of a qualified beneficiary under this section.

Thus, it is objected by myself individually and on behalf of my minor children that the alleged Trustee Ted Bernstein has failed to abide by such statutes and rules and duties and any and all rights are reserved herein.

23. That the accounting for Simon Bernstein is flawed in that the Inventory prepared by Simon, See Exhibit D - Simon Inventories, has assets of his wife Shirley that were not properly inventoried on her Inventory before any alleged transfer, See Exhibit E - Shirley Inventories.

24. That a list of assets of Simon's that are not accounted for on the inventory and requests in writing from the alleged fiduciaries, former CO-TRUSTEES TESCHER and SPALLINA and the current alleged Trustee TED have gone unanswered for over two and half years.



**SPECIFIC OBJECTIONS TO ACCOUNTING (See Exhibit F – Simon Trust Accounting)**

APPENDIX B

UNIFORM FIDUCIARY ACCOUNTING PRINCIPLES

I. ACCOUNTS SHOULD BE STATED IN A MANNER THAT IS UNDERSTANDABLE BY PERSONS WHO ARE NOT FAMILIAR WITH PRACTICES AND TERMINOLOGY PECULIAR TO THE ADMINISTRATION OF ESTATES AND TRUSTS.

February 23, 2015 Florida Probate Rules 85

25. Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

II. A FIDUCIARY ACCOUNT SHALL BEGIN WITH A CONCISE SUMMARY OF ITS PURPOSE AND CONTENT.

February 23, 2015 Florida Probate Rules 86

III. A FIDUCIARY ACCOUNT SHALL CONTAIN SUFFICIENT INFORMATION TO PUT THE INTERESTED PARTIES ON NOTICE AS TO ALL SIGNIFICANT TRANSACTIONS AFFECTING ADMINISTRATION DURING THE ACCOUNTING PERIOD.

Commentary: The presentation of the information account shall allow an interested party to follow the progress of the fiduciary's administration of assets during the accounting period.

An account is not complete if it does not itemize, or make reference to, assets on hand at the beginning of the accounting period.

Illustration:

3.1 The first account for a decedent's estate or a trust may detail the items received by the fiduciary and for which the fiduciary is responsible. It may refer to the total amount of an inventory filed elsewhere or assets described in a schedule attached to a trust agreement.

Instead of retyping the complete list of assets in the opening balance, the preparer may prefer to attach as an exhibit a copy of the inventory, closing balance from the last account, etc., as appropriate, or may refer to them if previously provided to the interested parties who will receive it.

Transactions shall be described in sufficient detail to give interested parties notice of their purpose and effect

Illustrations:

3.2 Extraordinary appraisal costs should be shown separately and explained.

3.3 Interest and penalties in connection with late filing of tax returns should be shown separately and explained.

3.4 An extraordinary allocation between principal and income such as apportionment of proceeds of property acquired on foreclosure should be separately stated and explained.

3.5 Computation of a formula marital deduction gift involving non-probate assets should be explained.

26. Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

#### IV. A FIDUCIARY ACCOUNT SHALL CONTAIN TWO VALUES, THE ASSET ACQUISITION VALUE OR CARRYING VALUE, AND CURRENT VALUE.

Commentary: In order for transactions to be reported on a consistent basis, an appropriate carrying value for assets must be chosen and employed consistently.

The carrying value of an asset should reflect its value at the time it is acquired by the fiduciary (or a predecessor fiduciary). When such a value is not precisely determinable, the figure used should reflect a thoughtful decision by the fiduciary. For assets owned by a decedent, inventory values or estate tax values — generally reflective of date of death — would be appropriate. Assets received in kind by a trustee from a settlor of an inter vivos trust should be carried at their value at the time of receipt. For assets purchased during the administration of the fund, cost would normally be used. Use of Federal income tax basis for carrying value is acceptable when basis is reasonably representative of real values at the time of acquisition. Use of tax basis as a carrying value under other circumstances could be affirmatively misleading to beneficiaries and therefore is not appropriate.

February 23, 2015 Florida Probate Rules 88

In the Model Account, carrying value is referred to as “fiduciary acquisition value.” The Model Account establishes the initial carrying value of assets as their value at date of death for inventoried assets, date of receipt for subsequent receipts, and cost for investments.

Carrying value would not normally be adjusted for depreciation.

Except for adjustments that occur normally under the accounting system in use, carrying values should generally be continued unchanged through successive accounts and assets should not be arbitrarily “written up” or “written down.” In some circumstances, however, with proper disclosure and explanation, carrying value may be adjusted.

Illustrations:

4.1 Carrying values based on date of death may be adjusted to reflect changes on audit of estate or inheritance tax returns.

4.2 Where appropriate under applicable local law, a successor fiduciary may adjust the carrying value of assets to reflect values at the start of that fiduciary’s administration.

4.3 Assets received in kind in satisfaction of a pecuniary legacy should be carried at the value used for purposes of distribution.

Though essential for accounting purposes, carrying values are commonly misunderstood by laypersons as being a representation of actual values. To avoid this, the account should include both current values and carrying values.

27. Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

**The value of assets at the beginning and ending of each accounting period is necessary information for the evaluation of investment performance. Therefore, the account should show, or make reference to, current values at the start of the period for all assets whose carrying values were established in a prior accounting period.**

Illustrations:

4.4 The opening balance of the first account of a testamentary trustee will usually contain assets received in kind from the executor. Unless the carrying value was written up at the time of distribution (e.g., 4.2 or 4.3 supra) these assets will be carried at a value established during the executor’s administration. The current value at the beginning of the accounting period should also be shown.

February 23, 2015 Florida Probate Rules 89

4.5 An executor’s first account will normally carry assets at inventory (date of death) values or costs. No separate listing of current values at the beginning of the accounting period is necessary.

Current values should also be shown for all assets on hand at the close of the accounting period. The date on which current values are determined shall be stated and shall be the last day of the accounting period, or a date as close thereto as reasonably possible.

Current values should be shown in a column parallel to the column of carrying values. Both columns should be totalled.

**In determining current values for assets for which there is no readily ascertainable current value, the source of the value stated in the account shall be explained. The fiduciary shall make a good faith effort to determine realistic values but should not be expected to incur expenses for appraisals or similar costs when there is no reason to expect that the resulting information will be of practical consequence to the administration of the estate or the protection of the interests of the parties.**

Illustrations:

4.6 When an asset is held under circumstances that make it clear that it will not be sold (e.g., a residence held for use of a beneficiary) the fiduciary's estimate of value would be acceptable in lieu of an appraisal.

28. Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

**4.7 Considerations such as a pending tax audit or offer of the property for sale may indicate the advisability of not publishing the fiduciary's best estimate of value. In such circumstances, a statement that value was fixed by some method such as "per company books," "formula under buy-sell agreement," or "300% of assessed value" would be acceptable, but the fiduciary would be expected to provide further information to interested parties upon request.**

29. Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

V. GAINS AND LOSSES INCURRED DURING THE ACCOUNTING PERIOD  
SHALL BE SHOWN SEPARATELY IN THE SAME SCHEDULE.

Commentary: Each transaction involving the sale or other disposition of securities during the accounting period shall be shown as a separate item in one combined schedule of the account indicating the transaction, date, explanation, and any gain or loss.

February 23, 2015 Florida Probate Rules 90

OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING  
Wednesday, September 2, 2015  
Page | 14



Although gains and losses from the sale of securities can be shown separately in accounts, the preferred method of presentation is to present this information in a single schedule. Such a presentation provides the most meaningful description of investment performance and will tend to clarify relationships between gains and losses that are deliberately realized at the same time.

**VI. THE ACCOUNT SHALL SHOW SIGNIFICANT TRANSACTIONS THAT DO NOT AFFECT THE AMOUNT FOR WHICH THE FIDUCIARY IS ACCOUNTABLE.**

Commentary: Transactions such as the purchase of an investment, receipt of a stock split, or change of a corporate name do not alter the total fund for which a fiduciary is accountable but must be shown in order to permit analysis and an understanding of the administration of the fund. These can be best shown in information schedules.

One schedule should list all investments made during the accounting period. It should include those subsequently sold as well as those still on hand. Frequently the same money will be used for a series of investments. Therefore, the schedule should not be totalled in order to avoid giving an exaggerated idea of the size of the fund.

A second schedule (entitled "Changes in Investment Holdings" in the Model Account) should show all transactions affecting a particular security holding, such as purchase of additional shares, partial sales, stock splits, change of corporate name, divestment distributions, etc. This schedule, similar to a ledger account for each holding, will reconcile opening and closing entries for particular holdings, explain changes in carrying value, and avoid extensive searches through the account for information scattered among other schedules.

30. Ted Bernstein has failed to comply with these requirements and the Accounting is objected to in all respects with all rights reserved.

**RULE 5.350. CONTINUANCE OF UNINCORPORATED BUSINESS OR VENTURE**

**(a) Separate Accounts and Reports. In the conduct of an unincorporated business or venture, the personal representative shall keep separate, full, and accurate accounts of all receipts and expenditures and make reports as the court may require.**

**(b) Petition. If the personal representative determines it to be in the best interest of the estate to continue an unincorporated business or venture beyond the February 23, 2015 time authorized by statute or will, the personal representative shall file a verified petition which shall include:**

**(1) a statement of the nature of that business or venture;**

- (2) a schedule of specific assets and liabilities;
  - (3) the reasons for continuation;
  - (4) the proposed form and times of accounting for that business or venture;
  - (5) the period for which the continuation is requested; and
  - (6) any other information pertinent to the petition.
- (c) Order. If the continuation is authorized, the order shall state:
- (1) the period for which that business or venture is to continue;
  - (2) the particular powers of the personal representative in the continuation of that business or venture; and
  - (3) the form and frequency of accounting by that business or venture.
- (d) Petition by Interested Person. Any interested person, at any time, may petition the court for an order regarding the operation of, accounting for, or termination of an unincorporated business or venture, and the court shall enter an order thereon.

Committee Notes

**SUCCESSOR TRUSTEE'S NOTICE OF ACCOUNTING OF THE SIMON BERNSTEIN  
REVOCABLE TRUST**

From: February 3, 2014 through March 15, 2015

Ted S. Bernstein, as Successor Trustee, hereby gives notice of serving upon all interested persons an accounting of the Simon L. Bernstein Amended and Restated Trust u/a/d 7-25-2012. This accounting is rendered from the date on which the Trustee became accountable, February 3, 2014.

LIMITATION NOTICE

Pursuant to Florida Statute Section 736.1008, this Limitation Notice is provided with respect to the enclosed trust accounting for the Simon Bernstein Amended and Restated Trust u/a/d 7-25-2012, for the period from February 3, 2014 and ending March 15, 2015.

**AN ACTION FOR BREACH BASED ON MATTERS DISCLOSED IN A TRUST ACCOUNTING OR OTHER WRITTEN REPORT OF THE TRUSTEE MAY BE SUBJECT TO A SIX (6) MONTH STATUTE OF LIMITATIONS FROM THE RECEIPT OF THE TRUST ACCOUNTING OR OTHER WRITTEN REPORT. IF YOU HAVE ANY QUESTIONS, PLEASE CONSULT YOUR ATTORNEY.**

OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING  
Wednesday, September 2, 2015  
Page | 16

31. That Ted S. Bernstein is not a valid and legal Successor Trustee and according to the language of the alleged Trust presented to beneficiaries, the Successor Trustee cannot be a related party and further the language of the Trust states that Ted is considered predeceased for all purposes of the Trust and Dispositions made thereunder.
32. That the alleged 2012 Simon Trust accounted for has been found to be improperly notarized and has serious other defects that make the document invalid and Ted has failed to provide a full and complete set of original Simon Trust documents for beneficiaries and forensic analysis to be performed on and thus has failed to prove the existence of a valid Trust and a valid Trust that allows his claim of Trustee.
33. That the accounting provided for by the alleged Successor Trustee Ted fails to properly account for the assets of Simon Bernstein and items have been reported Stolen to Palm Beach County Sheriff Investigators, where Ted Bernstein is one of several alleged perpetrators of stolen assets under ongoing investigation.

**SUMMARY INFORMATION FOR ATTACHED ACCOUNTING**

This summary information is provided pursuant to Florida Statute **736.08135**:

Trust name: Simon L. Bernstein Amended and Restated Trust Agreement u/a/d 7-25-

2012 Trustee: Ted S. Bernstein

Time Period: February 3, 2014 through March 15, 2015

**ACCOUNTING OF SIMON BERNSTEIN TRUST BY TED S. BERNSTEIN, SUCCESSOR TRUSTEE**

Trust: Simon L. Bernstein Amended and Restated Trust Agreement u/a/d 7-25-2012 Trustee: Ted S. Bernstein

Time Period: February 3, 2014 through March 15, 2015

34. That the following items on the "Summary" need further investigation, thus Objector objects as set forth below. In addition, the Objector objects as no substantiating documents were provided, thus the Objector reserves his right to further object to same:

- a. "Starting Balance"; and
- b. "Assets on Hand at Close of Accounting Period."

I. Starting Balance Assets per Inventory or on Hand at Close of Last Accounting Period

Income	Principal	Total
	\$30,177.17	\$30,177.17

35. Objector objects to "Receipts" as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

36. The following items listed need further investigation, thus the Objector objects as set forth below. In addition, the Objector objects as no substantiating documents were provided, thus the Objector reserves his right to further object to same.

	Income	Principal	Total
II. Receipts	\$0	\$0	\$0

37. Objector objects to "Disbursements" as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

	Income	Principal	Total
III. Disbursements	\$0	(\$7,250.00)	(\$7,250.00)

38. Objector objects to "Distributions" as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

	Income	Principal	Total
III. Distributions	\$0	\$0	\$0



39. Objector objects to “Capital Transactions and Adjustments” as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

IV. Capital Transactions and Adjustments

Income	Principal	Total
\$0	\$0	\$0

40. Objector objects to “Assets on Hand at Close of Accounting Period” as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

V. Assets of Hand at Close of Accounting Period

Income	Principal	Total
\$0	\$22,927.17	\$22,927.17

41. Objector objects to “Total Assets” numbers 1, 2 and 3 as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

42. That Objector objects to 1, as it does not comply with Generally Accepted Accounting Principles as the interest in the LLLP are undisclosed and undefined as there is no way of knowing what the LLLP is composed of and why the assets are illiquid and the values undetermined 2 ½ years after the decedent’s death.

43. That Objector objects to 2, as there is no prior history of the JP Morgan Account and changes to account since the time of the decedent’s death due to the failure of the Alleged Fiduciary Ted to secure prior accountings from his former counsel and discharged Co-Trustees, Tescher and Spallina.

44. That Objector objects to 3, as the Simon Bernstein Trust is not the sole beneficiary of the

Simon Bernstein Estate, as the children of Simon Bernstein are beneficiaries of Personal Properties of the Estate per the Will.

**During Tenure of Ted Bernstein as Successor Trustee**

Total Assets in existence at time of acceptance of appointment: Feb. 3, 2014

- |    |   |                         |
|----|---|-------------------------|
| 1. | Interest in Bernstein Family Investments, LLLP          | \$illiquid/undetermined |
| 2. | JP Morgan Account                                       | \$30,177.17             |
| 3. | Expectancy - sole beneficiary of Simon Bernstein Estate | \$ unknown              |

45. Objector objects to "Accounting 1 – Interest in Bernstein Family Investments, LLLP" as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

Accounting:

- |    |  |                               |
|----|--|-------------------------------|
| 1. | Interest in Bernstein Family Investments, LLLP   |                               |
|    | No known activity  |                               |
|    | Value: maximum would be 49% of total value (BFI, LLLP assets = approx. \$436,275 less tax liabilities, expenses) |                               |
|    |  | \$illiquid/undetermined       |
|    |  | Est. range: \$150,000-200,000 |

46. Objector objects to "No known activity" above as it is vague and unsubstantiated and no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.

47. That Objector objects to the "Value" of BFI, LLLP assets and the approximated value as this does not comply with Generally Accepted Accounting Principles as the interests in BFI and

the LLLP are undisclosed and undefined and there is no way of knowing what BFI and the LLLP are composed of and why unidentified assets are illiquid and the values undetermined 2 ½ years after the decedent's death.

48. That Objector objects to "Est. range" as it does not comply with Generally Accepted Accounting Principles as it is an estimate with no supporting documents to show how the estimate was derived and no appraisal or other method used to determine such estimate.
49. Objector objects to "Funds from JP Morgan Account" as no substantiating documents were provided, thus the Objector reserves any and all further objections after examination of same.
50. Objector objects to "Starting Balance," "Additions," "Expenses," "Ending Balance," and "Ending Balance at JP Morgan" as no substantiating documents were provided and no historical information is available due to the Alleged Trustee Ted's failure to demand the statutorily required accounting from the resigning former Co-Trustees, Tescher and Spallina, thus the Objector reserves any and all further objections after examination of same.
51. Objector objects to Fees and Costs paid to Expert Witness Fee: Bruce Stone (\$ 7,250.00) as such fees did not benefit the Trust, thus there is no entitlement to fees. In addition, documentation is needed which shows an itemization of the services provided and time incurred.
52. Objector objects to "Mrachek-Law IOTA" as no substantiating documents were provided and no historical information is available due to the Alleged Trustee Ted's failure to demand the statutorily required accounting from the resigning former Co-Trustees, Tescher and Spallina, thus the Objector reserves any and all further objections after examination of same.

2 Funds from JP Morgan Account:

Starting balance: \$30,177.17

Additions:	\$0
Expenses:	
11/19/2014	
Expert Witness Fee: Bruce Stone	(\$ 7,250.00)
Ending balance 3-18-15	\$22,927.17*
* Balance at JP Morgan	\$10,000.00
Balance in Mrachek-Law IOTA	\$12,927.17

53. Objector objects to "Additional Information" below as no substantiating documents were provided and no historical information is available due to the Alleged Trustee Ted's failure to demand the statutorily required accounting from the resigning former Co-Trustees, Tescher and Spallina, thus the Objector reserves any and all further objections after examination of same.

54. That while demonstrating knowledge of missing accounting for Trust assets by former fiduciaries, Ted has done nothing to secure such accountings. That this failure to account is alleged to be due to theft of enormous amounts of assets from the Estates and Trusts of both Simon and Shirley Bernstein, thus the Objector reserves any and all further objections after examination of same.

**Additional Information**

The prior trustees have not done any accounting, formal or informal.

The Successor Trustee has investigated and makes the following report (which does not constitute any accounting required of the prior trustees, including Simon Bernstein, as Settlor/Trustee (initial trustee), or Donald Tescher and Robert Spallina, as Successor Co-Trustees.



55. That Ted claims no knowledge of transactions done during trusteeship of Simon Bernstein and Ted has failed as a fiduciary to disclose records of Simon Bernstein that would show any transactions done by Simon and continues a pattern and practice of fraud on the beneficiaries through the suppression of all of Simon's financial records and tax returns, thus the Objector reserves any and all further objections after examination of same..

**Transactions during trusteeship of Simon Bernstein, Settlor/Trustees**

No knowledge. Settlor-Trustee deceased.

56. That Objector Objects to all entries in "Transactions during trusteeship of Donald Tescher and Robert Spallina, as Successor Co-Trustees" as while Ted claims to have no accounting from the former removed Successor Co-Trustees, TESCHER and SPALLINA, Ted's accounting attempts to reconcile assets during the time they served with no supporting accounting or documentation, thus the Objector reserves any and all further objections after examination of same.

**Transactions during trusteeship of Donald Tescher and Robert Spallina, as Successor Co-Trustees**

Total Assets in existence at time of appointment:

- |    |   |                         |
|----|---|-------------------------|
| 1. | Interest in Bernstein Family Investments, LLLP          | \$illiquid/undetermined |
| 2. | Bank Accounts or other assets:                          | \$ none                 |
| 3. | Expectancy - sole beneficiary of Simon Bernstein Estate | \$ unknown              |

Accounting:

1. Transactions involving Bernstein Family Investments, LLLP

Outflows: Several cash distributions made to limited partner, Simon Bernstein Restated Trust u/a/d 7/25/12:

10/23/12	60,000.00
11/2/12	39,000.00
12/20/13	100,000.00
Total	<u>199,000.00</u>

Ending Value: see above

57. That as Objector I hereby object both individually and on behalf of my minor children to any and all Fees, disbursements, monies or items of value of any kind whatsoever provided and or disbursed or paid to attorneys Tescher & Spallina or any legal or professional counsel and specifically object to the \$15,000 plus “professional fees” paid to said firm and individuals and reserve any and all rights individually and on behalf of my minor children.

58. That the alleged Trustee, Ted, has breached his fiduciary duties by failing to timely and properly account under Florida Statutes.

Filed on Wednesday, September 2, 2015,

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

X

**CERTIFICATE OF SERVICE**

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Wednesday, September 2, 2015.

Eliot Bernstein, Pro Se, Individually and as  
 OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING  
 Wednesday, September 2, 2015

legal guardian on behalf of his minor three children

X

**SERVICE LIST**

<p>RESPONDENT PERSONALLY, PROFESSIONALLY, AS A GUARDIAN AND TRUSTEE FOR MINOR/ADULT CHILDREN, AS AN ALLEGED TRUSTEE AND ALLEGED PERSONAL REPRESENTATIVE</p> <p>Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487 <a href="mailto:tbernstein@lifeinsuranceconcepts.com">tbernstein@lifeinsuranceconcepts.com</a></p>	<p>RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM and COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES</p> <p>Alan B. Rose, Esq. Page, Mrachek, Fitzgerald &amp; Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 <a href="mailto:arose@pm-law.com">arose@pm-law.com</a> and <a href="mailto:arose@mrachek-law.com">arose@mrachek-law.com</a> <a href="mailto:mchandler@mrachek-law.com">mchandler@mrachek-law.com</a> <a href="mailto:eklein@mrachek-law.com">eklein@mrachek-law.com</a> <a href="mailto:lmrachek@mrachek-law.com">lmrachek@mrachek-law.com</a> <a href="mailto:rfitzgerald@mrachek-law.com">rfitzgerald@mrachek-law.com</a> <a href="mailto:skonopka@mrachek-law.com">skonopka@mrachek-law.com</a> <a href="mailto:dthomas@mrachek-law.com">dthomas@mrachek-law.com</a> <a href="mailto:gweiss@mrachek-law.com">gweiss@mrachek-law.com</a> <a href="mailto:jbaker@mrachek-law.com">jbaker@mrachek-law.com</a> <a href="mailto:mchandler@mrachek-law.com">mchandler@mrachek-law.com</a> <a href="mailto:lchristian@mrachek-law.com">lchristian@mrachek-law.com</a> <a href="mailto:tclarke@mrachek-law.com">tclarke@mrachek-law.com</a> <a href="mailto:gdavies@mrachek-law.com">gdavies@mrachek-law.com</a> <a href="mailto:pgillman@mrachek-law.com">pgillman@mrachek-law.com</a> <a href="mailto:dkelly@mrachek-law.com">dkelly@mrachek-law.com</a> <a href="mailto:eklein@mrachek-law.com">eklein@mrachek-law.com</a> <a href="mailto:lwilliamson@mrachek-law.com">lwilliamson@mrachek-law.com</a></p>	<p>RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM and COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES</p> <p>John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 <a href="mailto:courtfilings@pankauskilawfirm.com">courtfilings@pankauskilawfirm.com</a> <a href="mailto:john@pankauskilawfirm.com">john@pankauskilawfirm.com</a></p>	<p>RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM AND AS FORMER COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES</p> <p>Robert L. Spallina, Esq., Tescher &amp; Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 <a href="mailto:rspallina@tescherspallina.com">rspallina@tescherspallina.com</a> <a href="mailto:kmoran@tescherspallina.com">kmoran@tescherspallina.com</a> <a href="mailto:ddustin@tescherspallina.com">ddustin@tescherspallina.com</a></p>
--	---	--	---

OBJECTION TO SIMON BERNSTEIN TRUST ACCOUNTING

Wednesday, September 2, 2015

Page | 25