

change account numbers transferring from STANFORD to OPPENHEIMER

From: Roraff, Victoria [Victoria.Roraff@opco.com]
Sent: Friday, February 08, 2013 10:27 AM
To: Robert Spallina
Subject: RE: Stanford Statement Request

I don't have a file on all of them – but here's what I'm able to provide:

NM2012273 – Bernstein Holdings LLC – became G51-1403458
NM2012109 – Bernstein Family Investments LLLP – became G51-1403425
NM2010376 -
NJF011401 – Bernstein Family Investments LLLP – became G51-1403433
NJF011443 -
NJF011674 – Bernstein Family Investments LLLP – became G51-1403441
NJF010213 –

Thank you,

Vickie Roraff
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172. Thus with at least \$13 million plus in known cash and accounts and over \$6 million in real estate (the St. Andrews home and Beachfront Condominium), approximately \$800,000.00 plus in Jewelry, a Bentley that values at several hundred thousand, a Porsche that values at over one-hundred thousand, a million dollar settlement with STANFORD payout and the Life Insurance of \$1.7 million in the original underlying case herein, there was over \$20 million in known assets held by Simon Bernstein shortly prior to and after his passing, yet Third-Party Defendants, Estate attorney O'CONNELL and TED and ROSE falsely and fraudulently claim now Simon Bernstein's Estate and Trusts are virtually gone, depleted as if it vanished into thin

air without any distribution at all to Eliot and his family who are beneficiaries under any beneficiary scenario asserted by any party and they have provided No accountings that show the total holdings from the date of the decedents' deaths to date, in violation of Probate Rules and Regulations and fail to show where the vanished holdings have gone in 2.5 years justifying a preliminary injunction at this time.

173. These numbers from the minimal bare discovery obtained to date do not include and are without any accounting for the value of Simon's holdings in the Intellectual Properties of "Iviewit" which propels the Estate and Trust to one of the largest in the country when royalties are finally monetized.

174. The value of the VEBA which is already part of this federal litigation involving the Illinois life insurance is but one of many unknown assets in this case and it is unknown what happened to the VEBA assets once the VEBA was unwound as alleged by Counter-Defendants and Third-Party Defendants.

175. Certain documentary evidence shows the VEBA may have been worth \$50 Million or more with Simon and Shirley as primary plan participants, yet this asset and these funds have also allegedly disappeared and vanished according to Counter-Defendants and Third-Party Defendants PAMELA, TED, D. SIMON, A. SIMON and other defendants and again with no accountings and no records provided to beneficiaries or this Court.⁶¹ Where the VEBA Trust Trustee LASALLE is according to all parties the named PRIMARY BENEFICIARY of the missing insurance policy underlying this action.

S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A	
Employer Identification Number (EIN)	363479122

⁶¹ S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A Information <http://www.nonprofitfacts.com/IL/S-B-Lexington-Inc-Death-Benefit-Plan-United-Bank-Of-Illinois-N-A.html>

Name of Organization	S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A
Address	120 W State St, Rockford , IL 61101-1125
Subsection	Voluntary Employees' Beneficiary Association (Non-Govt. Emps.)
Foundation	All organizations except 501(c)(3)
Organization	Corporation
Exempt Organization Status	Unconditional Exemption
Tax Period	2009
Assets	\$50,000,000 to greater
Income	\$10,000,000 to \$49,999,999
Filing Requirement	990 - Required to file Form 990-N - Income less than \$25,000 per year
Asset Amount	\$0
Amount of Income	\$0
Form 990 Revenue Amount	\$0

176. On or about September 2012, Eliot discovered that his father Simon Bernstein's home office computers had been virtually wiped clean of data, dispositive documents removed from the home by a one Rachel Walker minutes after Simon died causing reasonable and great suspicion when considering the sudden and alleged suspicious manner of passing, the allegations of Simon's being poisoned made by his brother TED and others and the millions of dollars in holdings Simon Bernstein had after decades of being in business thus beginning a continuing and ongoing pattern of missing documents, missing information, missing trusts, missing IRA beneficiaries, missing insurance policies and missing evidence which now must be halted and enjoined.

177. Thus, the destruction and loss of vital business records and account records began by the time of Simon's passing in 2012 if not earlier.

178. On or about Nov. 1, 2013 and Dec. 10, 2013 Eliot pro se filed a motion to Produce against TED as the Personal Representative in the Estate of Shirley Bernstein yet no such production has been forthcoming by TED to date.

179. That Eliot also filed an extensive production request of O'Connell the Personal Representative of the Estate of Simon now and O'Connell challenged the routine request and the court has not yet made determination, thereby further denying Eliot necessary documentation of the Estate of Simon and making it impossible to have Validity or Construction hearings without either obtaining the records or having a statement as to where they are.

180. The Court should note that despite having a court order from COLIN to inventory Simon's home and office business records and produce the inventory to beneficiaries and interested parties, despite reassurances from O'Connell that the documents and records would be inventoried, no such inventory was produced. It was later learned that O'CONNELL nor his office inventoried Simon's business address for records as court ordered and by the time this was learned it was also learned that TED had been evicted from the office and removed all the records from that address before the court ordered inventorying could be done.

181. The Court should note that COLIN ordered a re-inventorying of assets as it was learned that Personal Property from the Shirley Condo sale was missing and where TED claimed it was moved to the garages of his father's primary home and months later when the re-inventorying was done it was found that all these items were missing and the garages were empty. Despite learning of this O'CONNELL has taken no action to report the missing Personal Property that is in his custody to the proper authorities and further took possession of remaining items and moved them to an undisclosed location.

182. TESCHER and SPALLINA's production lacks all of the following;

- a. Historical and present Bank and other Financial Institutions statements for the multitude of Simon's Personal and Financial Accounts,
- b. Post Mortem Personal and Corporate Mail,

- c. Mail from time periods prior to Simon's passing,
- d. Historical and current Business Records of Simon's,
- e. Historical and current Insurance records i.e. Homeowners, Jewelry, Auto, Business, etc.,
- f. Historical and current Corporate Records for any of the many companies Simon owned,
- g. Historical Signed Tax Returns, personal and corporate, for any years,
- h. Computer Data and Drives both personal and corporate, and,
- i. Tescher and Spallina despite Court Order to turn over records to Curator retained Original Dispositive Documents and all original documents, as what was tendered to the Curator had only one original alleged Promissory Note for Eliot's children's home that was never filed with the courts.

183. What was left upon inspection by Eliot at O'Connell's office of Simon's personal and corporate records was 3 bankers boxes of files each only partially filled, for a man who ran multiple businesses, had multiple financial institution accounts and more. On information and belief, despite O'Connell having a court order to inspect Simon's offices with Eliot present, they failed to ever inventory Simon's office prior to TED's eviction.

184. That O'Connell was supposed to have inventories all of Simon's home business records done by a professional appraiser and turn that appraisal over to Eliot and while the appraiser did come to Simon's house to reinventory as court ordered, he failed to provide an inventory of the records and he failed to inventory all of the Personal Property as required, stating they were out of time.

185. After O'Connell inventorying, Rose enters the home for alleged lighting issues and alleges to have discovered and then removed illegally documents and trust documents included from the

home which were under the custody of O'Connell, despite that he had no legal authority to remove any properties of the Estate of Simon.

186. Where the Tescher & Spallina, PA production documents referenced herein are alleged to be part of an attempt to cover up crimes and are virtually all alleged to be fraudulent and not at all representative of the law firm files of Simon Bernstein or the files that became part of Simon and Shirley's Estates. There was only 1 original document sent, not even the original dispositive documents were tendered to the Successor, no historical banking, tax or other business records and there was no mail from the time of Simon's death included in the production.

187. That Simon had almost a fifty year career in the insurance industry and had multiple active companies, including having had multiple trust companies for various of his products he invented and Simon was a meticulous record keeper and had massive office space housing records prior to his death. Simon had computer records dating back 20 years and all these records and data now appear missing.

188. Mail from the day he died and prior to his death appears missing, including bank statements, insurance records for home, life and property insurances, insurance commission checks, insurance policy records, credit card statements and virtually all of his mail is unaccounted for. Years of personal finance records of his many Private Banking Accounts and Statements all missing from his records for accounts held at Oppenheimer, Stanford, JP Morgan, Sabadell Bank, Legacy Bank, Wilmington Trust, Wells Fargo, etc. Tax Returns missing. Trust Documents Missing. Insurance Policies Missing for both he and Shirley. IRA account histories missing. Pension account information missing. According to O'Connell Simon and Shirley's business and personal finance records were in less than three banker boxes. No hard drives

have been recovered and data from them produced. All records of his 17 year involvement with the Iviewit Technology Companies, including his stock in the companies and copies of Intellectual Property Filings and more, which I had seen at his office only a few months prior to his death are all missing, including thousands of emails regarding the companies and other pertinent information that Simon was safekeeping after it was seized from the companies on or about 2000-2001. Overall the contents of Simon's home and office records should have amounted to over 100 banker boxes filled and gigabytes of data.

Ted Bernstein, Greenberg Traurig, Stanford Trust, Robert Spallina, Proskauer Rose

189. TED is the oldest son of Simon and Shirley Bernstein, now deceased.
190. Simon Bernstein passed away in Sept. of 2012, having predeceased his wife Shirley Bernstein who passed away in Dec. 2010.
191. Ted was the last person in possession of my Mini-van before it was turned over to the body company where it was burglarized with wires taken out and a PD report generated and then taken to another company where it was Car-bombed.
192. While Ted Bernstein had been asked to come forward to the FBI about the circumstances of the Car-bombing he has never done so to my knowledge.
193. TED was living in the home of Simon Bernstein pulling his life together prior to the Car-bombing of Eliot's family vehicle in 2005.
194. TED soon thereafter was commingling with PROSKAUER, LEWIN and Greenberg Traurig and suddenly gets a Multi-million dollar home on the intra-coastal waters.⁶² TED has other insurance business relationships with Tescher & Spallina, PA, TESCHER and SPALLINA right

⁶² Zillow Listing TED Home @ http://www.zillow.com/homes/880-Berkeley-St-Boca-Raton-FL-33487_rb/?fromHomePage=true&shouldFireSellPageImplicitClaimGA=false

from the outset of their involvement in Simon and Shirley's Estate Planning and TED brings them to his father claiming they will be a rich source of referrals for him.

195. Greenberg Traurig ("GT") who was involved with the Iviewit IP and Iviewit Bar Complaints and Federal RICO and ANTITRUST lawsuit of Eliot, also represented TED personally in the lawsuit that also involves the Estates and Trusts of Simon and Shirley with Stansbury - GT main defendant with PROSKAUER in the STANFORD litigation.

196. TESCHER under deposition can not remember why he gets checks of \$55k twice from one of TED companies.⁶³

197. STANFORD is one fund that Simon Bernstein invested substantial monies in and eventually STANFORD broke open as a major Ponzi scheme on or about Feb. 2009 and is claimed as a \$7 Billion plus ponzi scheme, See, SEC public Announcement Feb. 17, 2009:

“ SEC Charges R. Allen Stanford, Stanford International Bank for Multi-Billion Dollar Investment Scheme FOR IMMEDIATE RELEASE 2009-26: Washington, D.C., Feb. 17, 2009 — The Securities and Exchange Commission today charged Robert Allen Stanford and three of his companies for orchestrating a fraudulent, multi-billion dollar investment scheme centering on an \$8 billion CD program.^{64,}”

198. According to the SEC public statement,

“Rose Romero, Regional Director of the SEC's Fort Worth Regional Office, added, "We are alleging a fraud of shocking magnitude that has spread its tentacles throughout the world.”

⁶³ July 09, 2014 Tescher Deposition by Florida counsel Peter Feaman on behalf of William Stansbury

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140709%20Tescher%20Deposition%20and%20Exhibits.pdf>

⁶⁴ February 07, 2009 SEC PRESS REPORT ALLEN STANFORD PONZI
<https://www.sec.gov/news/press/2009/2009-26.htm>

199. According to public articles, PROSKAUER and GREENBERG TRAURIG are centrally involved in the Stanford Ponzi and are being sued for the entire scheme⁶⁵.
200. Upon information and belief, William Stansbury has not able to get info on the Retirement Plans from TED even as a Co-Trustee and Stansbury's lawyer Peter Feaman has no response from ROSE .
201. According to Stansbury, approximately \$6500 or so per each minor child that should have been paid out and not gone through Estate.
202. Further, upon information and belief, TED is under Dept of Labor Investigation and has been non responsive to beneficiaries and again with no accountings the numbers seem strikingly low.

Simon Bernstein's "Missing Iviewit Shares, Proskauer Iviewit Files and Iviewit", "Missing Estate Planning" from Proskauer Rose and Foley Lardner

203. Eliot is the natural son of Simon and Shirley Bernstein, who both resided in Boca Raton, Florida within Palm Beach county at relevant times herein.
204. Shortly after the birth of their first son in California, Joshua, Eliot and Candice Bernstein were about to move into a new home with their child.
205. That Simon and Shirley however had taken ill at the time and traveling to California was burdensome at the time and Eliot and Candice proposed moving to Florida and Candice would move from her hometown of Newport Beach/Corona Del Mar where her and her family lived and where she had met and married Eliot. Candice willing to give up everything to be with Eliot's parents and have her baby with them and so they moved.

⁶⁵ July 27, 2015 Proskauer Rose, Greenberg Traurig and Chadbourne sued in STANFORD PONZI Judge refuses to dismiss
<http://www.americanlawyer.com/id=1202732467400/Judge-Declines-to-Dismiss-Claims-Against-Proskauer-and-Chadbourne?slreturn=20151101125935>

206. Simon and Shirley were elated to have their son, his wife and grandson close to them and they gave Eliot and Candice a \$100,000.00 wedding gift as a deposit at a Condominium on Mizner Boulevard in Boca Raton and where decorating it prior to Eliot and Candice's arrival.
207. Where the owner of the building, a one James Cohen was a client of Simon's and so it was a spectacular deal on a brand new trio of buildings in the heart of Boca, which property had fantastic growth in a short time.
208. Life was great in Boca working with Simon for the first time in his life in the same city, every week like clockwork Eliot, Candice and the children had brunch on Sunday, dinner at least once a week with them and then golf or a movie. A second son was born, JNAB.
209. At all relevant times herein, since on or about 1998, Eliot is the actual and true Owner and Inventor of Intellectual Properties (hereinafter referred to as "IP") and the technologies hereinafter referred to as the "Iviewit" technologies were technologies heralded by leading experts as the "Holy Grail" of the Internet, being backbone technologies used around the globe for digital imaging, having major and significant "government" uses such as used on the Hubble Space telescope, for a mass of defense applications such as, Space and Flight Simulators, Drones, Medical Imaging applications and much much more.
210. Once the technologies were discovered Simon and Eliot formed companies and secured Intellectual Properties through LEWIN and PROSKAUER, raised seed capital from H. Wayne Huizenga, Crossbow Ventures and many other seed investors, had a Private Placement with Wachovia and already had Goldman Sachs referring clients and getting the companies ready for an IPO that some claimed would make the companies larger than Microsoft, as the IP would become the backbone technologies to virtually all digital imaging and video content creation and distribution software and hardware and more.

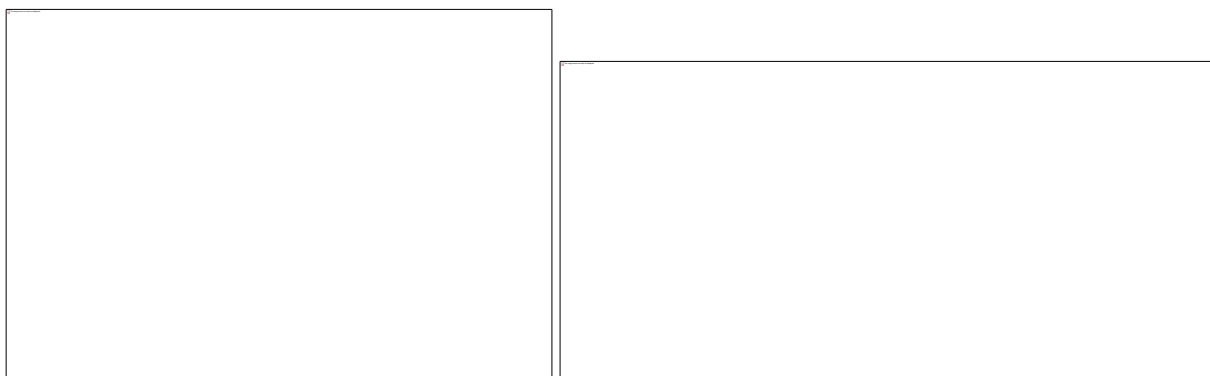
211. The “Iviewit” technologies were tested used and validated by leading engineers and companies including but not limited to Gerald Stanley of Real3d Inc., engineers at Lockheed Martin, the Intel Corporation, Silicon Graphics, Inc., AOLTW (America Online-Time Warner), Sony and Warner Bros., with the IP having been valued in the Billions to Trillions of dollars over the life of the IP.
212. Hundreds of signed Non-Disclosure Agreements, Licensing and Strategic Alliance Agreements were obtained on behalf of the technologies involving Fortune 500 companies, financial institutions and others such as Lockheed Martin, the Intel Corporation Inc., Goldman Sachs, Wachovia, JPM, Chase, IBM, AT&T, Warner Bros, Sony, Inc., Dell Inc, and many others, all currently and since that time using Inventor Bernstein’s Scaling Technologies IP without paying royalties to the true and proper inventors and violating their contracts.
213. The Internet would not have rich video or imaging and cable television would have 75% less channel bandwidth available without these technologies.
214. Simon L. Bernstein was a lifelong successful Life Insurance salesman growing many businesses and gaining substantial wealth during his lifetime, earning millions in income yearly such that he was a “Private Banking” client of leading US and International Banks, and he and his wife had a fully paid multi-million dollar home in Boca Raton, Fl, at the leading country golf club Saint Andrews and a fully paid multi-million dollar beachfront Condominium on Ocean Blvd. in Boca Raton, Fl. with their own private floor and elevator.
215. On or about 1997, Simon L. Bernstein an original seed capital investor in Counter Plaintiff’s novel technologies and IP, which later became known as the “Iviewit” technologies and Simon Bernstein became a 30 percent shareholder of company stock issued for operational and holding companies for the Intellectual Properties and 30 percent owner of the Intellectual Properties and

he also became the Chairman of the Board, all companies originally formed by PROSKAUER and accountant LEWIN.

216. PROSKAUER and LEWIN were both not only intimately involved in the “Iviewit” Company operations and were stockholders on gifts Eliot gave Proskauer and Lewin’s family, but further provided Estate and Family Planning advice to Simon who had now become a 30% shareholder in the Iviewit IP and Iviewit companies.

217. PROSKAUER prepared Wills, Trusts and other Estate Planning instruments for Simon and Shirley Bernstein while PROSKAUER was simultaneously acting as Counsel, including Intellectual Property Counsel for the Iviewit companies.

218. With the “Iviewit” Technologies having been valued by leading Experts in the billions of dollars by Proskauer referred technology companies, since on or about 2001 to the present, Eliot and his wife Candice and their minor children have experienced an ongoing pattern and practice of extortionate actions, threats, death threats so real as to include but not be limited to the car-bombing of the family mini-van in Boynton Beach, Florida on or about March 14, 2005.





219. This pattern of ongoing wrongful acts includes but is not limited to orchestrated actions to deny Eliot, Simon, the Iviewit shareholders and patent IP interest holders any monetization of the IP, deny Eliot from gaining any significant funds to pursue his IP interests, deny Eliot any now with the passing of his parents who were protecting Eliot and his family throughout this ordeal of his Inheritancy a substantial part of which was expressly designed with Simon Bernstein based upon the involvements with the Iviewit IP, and further cause massive financial harms, deny due process and procedure by subterfuging the courts with complex legal crimes, through conflict of interest after conflict by those in charge of the courts and deny and deprive Eliot and even his minor children from counsel.

220. This pattern of actions further includes but is not limited to fraudulent filings in various courts constituting not only Fraud upon the courts (including as alleged in this US District Court) but Fraud By the FL courts and where the legal machinery of the FL courts themselves have become part of the wrongful acts and criminal mechanism to deny fundamental rights and monies to Eliot and his immediate family and the Iviewit shareholders and IP interest holders.

221. Still further, the pattern and history of frauds includes but is not limited to documentary frauds, forged and fraudulent documents to the US Patent Office that have led to the suspension of the IP for several years by the Commissioner of Patents, forged/fraudulent documents to probate

courts and fraudulent documents sent to private institutional banking and trust companies, fraudulent creation of similarly named companies and similarly named IP in efforts to move the IP into other people's names, one patent attorney, Raymond Joao, who misrepresented himself with his partner Kenneth Rubenstein as being partners of PROSKAUER when actually at that time they were with Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. and where Joao put 90+ patents in his own name⁶⁶ and when this was discovered he left his law firm and went to work for New York Senator Dean Skelos' law firm Ruskin, Moscou, Evans & Faltischek and where Skelos and his son are currently on trial in NY with charges of corruption by US Attorney Preet Bharara), all combined to further the fraud and maintain control of the IP for the perpetrators.

222. Joao further worked after Iviewit with the now infamous Ponzi schemer Marc Stuart Dreier, sentenced to 20 years by the Department of Justice at the law firm Dreier & Barritz LLP.

223. The Perpetrators of the frauds alleged herein are primarily composed of criminals with law degrees acting in concert and Misusing the law while acting as Private and Public Attorneys at Law in their various capacities.

224. That the reason Eliot's complaints are full of Attorneys at Law and Judges is that the crimes alleged in both the Probate Court and those regarding the IP crimes are both sophisticated legal crimes that require a legal degree and bar association license to commit and involve misusing the Courts and Government Agencies to implement the crimes, Then to protect the alleged criminals from prosecution the victims are then further victimized through denial of due process and where legal process appears controlled by the criminals and infiltrate at will through conflicts and more, and finally claiming that because of their legal positions they are "immune" from their criminal and civil acts because they are acting as Attorneys at Law or Judges. Where

⁶⁶ April 22, 2002 Article Iviewit Patent Attorney Raymond Joao, Esq. has 90+ patents in his name <http://www.iviewit.tv/Joao%20Article%2090%20patents%20clean.pdf>

in fact it should be the opposite to protect the public and where those who violate their ethics should be charged with treble damages instead.

225. Since on or about 1999 Eliot has consistently and diligently reported criminal actions relating to the crimes committed against the Iviewit shareholders, investors, patent interest owners, himself and his family relating to their IP rights, crimes committed primarily by lawyers, to a host of federal, state and local authorities as well as international bodies.⁶⁷

226. This reporting and petitioning government entities of ongoing criminal actions and thefts of the IP includes a Feb. 2009 Petition to the Office of President Barack Obama, the White House Counsel's Office, US Attorney General's Office, White Collar crime units of the FBI as well as several petitions to the SEC in 2009⁶⁸.

227. One could say that greed was the motivating factor behind these IP crimes, "holy grail" and "priceless" evaluations from leading engineers worldwide, until one discovers that Christopher Wheeler (Proskauer), Brian G. Utley (IBM) and William Dick (Foley & Lardner and former IBM far eastern IP counsel) had secreted the fact that prior to joining the Iviewit companies they had worked together for a Florida philanthropist Monte Friedkin who had fired them all for attempting to steal intellectual properties from his company Diamond Turf Equipment Co, which he had to shutter and take a multimillion dollar loss after learning of their attempt to steal his IP. On the biography of Utley that Wheeler sold to the Iviewit board it stated that the company had went on to be a leader in Turf Equipment due to Utley's innovations instead. With this truth it became clear that a pattern and practice of IP theft was in play, nothing to do

⁶⁷ Investigation Master Chart @

<http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm>

⁶⁸ February 13, 2009 Letter to Hon. President Barack Hussein Obama re Iviewit @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090213%20FINAL%20SIGNED%20LETTER%20OBAMA%20TO%20ENJOIN%20US%20ATTORNEY%20FINGERED%20ORIGINAL%20MAIL%20L.pdf>

with Iviewit or greed, a well greased group of players who were perfecting their crimes, in fact, the alleged Iviewit thefts mirror the Diamond Turf attempt with Wheeler, Utley and Dick all involved in similar acts.

228. The veracity and truthfulness of Counter-Plaintiff's statements and reporting of these crimes and thefts has never been challenged by any Federal authority including but not limited to the US Secret Service, the Capitol Police, the US Marshall's Service, the FBI, the SEC, at least one Federal Judge and other related federal offices.
229. In 1999 it was learned that IP counsel, Joao from PROSKAUER and Meltzer Lippe Goldstein & Schlissel, tampered with Iviewit IP applications and was also putting Iviewit IP into his own name, while retained as counsel for the companies.
230. On or about 2000-2001 it was learned that the IP was fraudulently altered and that false inventors were inserted into various IP's, that there were similarly named yet different IP applications filed some entirely missing the invention process being patented and that the companies formed were duplicated as part of an elaborate shell game to move the IP out of the Iviewit shareholders ownership and into others hands.
231. As IP applications were seized from Brian Utley, who was acting as President / COO to Iviewit at the time, on referral from his friend Christopher Clarke Wheeler, Esq. at PROSKAUER and William Dick, Esq. his business associate and patent counsel for IBM who was new IP counsel hired by Iviewit to replace Joao who was caught putting IP in his name. Dick worked at FOLEY as of counsel.
232. It was then learned that the IP was in the wrong names, the assignees/owners were all wrong according to Harry I. Moatz, the Director of Enrollment and Discipline at the US Patent Office, which led to Moatz directing Eliot to file with the Commissioner of Patents allegations that

FRAUD UPON THE US PATENT OFFICE had occurred and seeking suspension of the IP while Moatz and an FBI Agent from West Palm Beach, FL were investigating the matters.

Suspensions were granted.

233. Warner Bros. finds different IP then Utley showed them and stated that their patent expert, Wayne Smith, Esq. had gone to the US Patent Office and what was on file did not capture the invention, nor is what Utley showed them when presenting them a Wachovia Private Placement and seeking investment funds.

234. Shortly after Eliot and his friend, co-inventor and investor and executive at the Iviewit companies, James Armstrong, seized the IP applications and information from Utley and Eliot went back to California where he was opening a new HQ office in the Warner Bros. Advanced Tech Building in Glendale and taking over their video operations. Eliot began preparing and filing federal and state complaints. Utley then came unannounced to California and levied death threats to Eliot claiming that he and his friends Wheeler of PROSKAUER, Dick of FOLEY et al. were very powerful and their law firms were too and that if Eliot disclosed the findings to the board or others he would have to watch his back and the backs of his wife and kids back in Boca. Eliot contacted the Rancho Palos Verdes Police and Long Beach, CA FBI office and reported the incident.

235. After a board meeting with certain board members including Simon, LEWIN, Donald Kane of Goldman Sachs, H. Hickman Powell of Crossbow Ventures/Alpine regarding the threats by Utley it was determined that Eliot should stay in LA and his wife and kids would leave Florida overnight until things could be sorted out in FL with Utley, PROSKAUER, FOLEY, Wheeler, Dick et al. and deal with the threats on Eliot's family lives that were made by Utley and reported to the proper authorities.

236. The result the Board members determined was to close the Boca Raton, Fl office and fire all the bad players involved, move Eliot's family overnight to California, in what was just being learned to be an attempt to steal the IP by Iviewit's attorneys at law hired to protect the IP.

237. Upon information and belief, LABARGA, is presently the Chief Judge of the Florida State Supreme Court.

238. On or about 2002-2003, LABARGA was a District Judge in Palm Beach County assigned to a "billing" lawsuit (undisclosed to the Iviewit shareholders, board members, executives and potential investors) brought by PROSKAUER after the PROSKAUER firm had done work for Eliot, Simon and the "Iviewit" companies and PROSKAUER gaining Confidential information about the "Iviewit" technologies and confidential information about their own clients and companies. This lawsuit was also not known to Wachovia who was doing a PPM at the time.

239. Upon information and belief, the source being actual and true Court pleadings filed with LABARGA by a Florida licensed and practicing attorney named Steven Selz, Esq. on or about 2003 factual pleadings were made in a Counter-Complaint filed by said attorney Selz against the PROSKAUER and FOLEY before LABARGA in the "billing" case seeking damages against PROSKAUER and claiming the value of the "Iviewit" technologies as \$10 Billion or greater as of that time in 2003 based upon review and statements of one Gerald Stanley, Engineer at Real 3d Inc.⁶⁹ and others.

240. These leading Engineers deemed the Iviewit Technologies and IP as "priceless".

241. Florida Licensed attorney Steven Selz pled in said Counter-Complaint against PROSKAUER in LABARGA's court as follows:

⁶⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint in Labarga Court - See Par. 29 <http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

“As a direct and proximate result of the actions of the Counter Defendant, Counter Plaintiffs have been damaged in a sum estimated to be greater than \$10,000,000,000.00, based on projections by Gerald Stanley, CEO of Real 3-D (a consortium of Lockheed, Silicone Graphics and Intel) as to the value of the technologies and their applications to current and future uses together with the loss of funding from Crossbow Ventures as a result of such conduct.” See Par. 29, Jan. 28, 2003

<http://www.iviewit.tv/CompanyDocs/2003%2001%2028%20Counter%20Complaint%20Filed.pdf>

242. According to wikipedia,

“**Real3D, Inc.** was a maker of **arcade graphics boards**, a spin-off from **Lockheed Martin**. . . . The majority of Real3D was formed by research and engineering divisions originally part of **GE Aerospace**. Their experience traces its way back to the **Project Apollo** Visual Docking Simulator, the first full-color 3D computer generated image system.^[1]”⁷⁰

243. Prior to the PROSKAUER “Billing” lawsuit before LABARGA, back in June 30, 1999, Gerald W. Stanley as Chairman, President and CEO of Real 3d, Inc., wrote to Simon Bernstein as CEO of Iviewit, Inc., opining favorably on the Iviewit technologies, yet documents start emerging by PROSKAUER partners and Brian Utley where the “Iviewit” company name is changed as licensing and partnership deals are being signed and finalized and where Timothy P. Donnelly, Director of Engineering of Real 3d Inc, even writes to PROSKAUER partner Chris Wheeler about providing Eliot an “original signature” on the agreement with Real3d.⁷¹

244. Just prior to this in on or about April 26, 1999 PROSKAUER Partner Christopher Wheeler wrote to counsel Richard Rosman, Esq. at Lewinter & Rosman law firm who was acting on behalf of Hassan Miah who was brought in by Sky Dylan Dayton, the CEO of Earthlink to evaluate the technologies as he was the leading expert in the field of digital video and imaging at the time who founded the Creative Artist Agency (CAA) / Intel Media lab, the first major

⁷⁰ Wikipedia Real 3D, Inc. <https://en.wikipedia.org/wiki/Real3D>

⁷¹ June 30, 1999 Real 3D Letter @

<http://www.iviewit.tv/CompanyDocs/Real%203D%20Opinion%20and%20Licensing%20Info.pdf>

collaboration between Hollywood and Silicon Valley in the early days of the Internet whereby PROSKAUER Partner Wheeler not only indicates PROSKAUER is coordinating the corporate and intellectual property matters for Iviewit but also describes the Iviewit process as “novel” and “far superior to anything presently available with what they are familiar”⁷². Proskauer would later try and claim they did no IP work despite their IP partners billing for services rendered and more.

245. Hassan Miah was also CEO of Xing Technology Corporation and from and between 2002-2006 was managing Director of Media and Entertainment for the Intel Corporation.⁷³

246. Hassan Miah was one of the first Experts to declare the Iviewit technologies as “The Holy Grail of the Internet.”

247. On or about May 30, 1999, expert Hassan Miah was emailing Eliot saying the Iviewit project “is very exciting to me,” providing his home phone number to Eliot, being impressed with Ken Rubenstein of PROSKAUER (who was the sole patent evaluator for the MPEGLA LLC company and MPEG patent pooling scheme now controlled by PROSKAUER through Rubenstein) and indicating Hassan’s own company Xing was a licensee under the MPEG patent pool at the time⁷⁴.

⁷²April 22, 1999 Wheeler Letter to Richard Rosman, Esq. re Hassan Miah, <http://www.iviewit.tv/CompanyDocs/1999%2004%2026%20Wheeler%20Letter%20to%20Rosman%20re%20Rubenstein%20opinion.pdf>

⁷³ Hassan Miah LinkedIn <https://www.linkedin.com/in/hassanmiah>

⁷⁴ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose <http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

248. The Intel Corporation acquired Real 3d Inc. (Lockheed, SGI & Intel interests), in 1999 which was under NDA, licensing and other agreements with the Iviewit companies regarding the Iviewit technologies.⁷⁵

249. As referenced in the March 25, 2009 SEC complaint regarding Intel⁷⁶ and a massive accounting fraud which has now been specifically reported to the Philadelphia Office of the SEC that recently prosecuted SPALLINA and TESCHER in a separate case from this action but where SPALLINA and TESCHER are immersed in fraud and mis-accountings in this action:

“Not only did Intel later acquire in whole the R3D company which was intimately involved in the early phases of this matter and under signed agreements with my company, but specific members of Intel/ R3D staff were present during key meetings in the early phases and otherwise involved in these matters including but not limited to, Lawrence Palley (Director of Business Development @ Intel), Gerald W. Stanley (Chairman of the Board, President & Chief Executive Officer @ R3D a consortium of Intel, Lockheed and SGI), David Bolton (Corporate Counsel @ R3D & Lockheed Martin), Steven A. Behrens (Vice President and Chief Financial Officer @ R3D), Rosalie Bibona (Program Manager @ R3D), Timothy P. Connolly (Director, Engineering @ R3D), Richard Gentner (Director of Scalable Graphics Systems @ R3D), Connie Martin (Director, Software Development @ R3D), Diane H. Sabol (Director and Corporate Controller Finance & Administration @ R3D), Rob Kyanko (Intel), Michael Silver (@ ?), Ryan Huisman (@ R3D), Matt Johannsen (@ R3D), Hassan Miah (@ Intel), Dennis Goo (Manager, Digital Home Content for the Americas @ Intel), Rajeev Kapur (Chief of Staff, Enterprise Product Group @ Intel) and Kostas Katsohirakis (Business Development Manager @ Intel).

250. On or about June 1, 1999, Donald G. Kane (Managing Director) who worked at Goldman Sachs with LISA’s husband, Jeffrey Friedstein and his father Sheldon Friedstein (Managing Director

⁷⁵ Wikipedia Real 3D, Inc.

<https://en.wikipedia.org/wiki/Real3D>

⁷⁶ March 25, 2009 Iviewit Intel SEC Complaint @

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20090325%20FINAL%20Intel%20SEC%20Complaint%20SIGNED2073.pdf>

at Goldman Sachs), was emailing to Eliot about setting up a Royalty Agreement for Eliot and his family giving a “***priority return ahead of other shareholders.***”⁷⁷ (emphasis added).

251. By the summer of 2000, Christopher Clarke Wheeler, Esq. a Partner at PROSKAUER, authors a Marketing letter showing the broad value of the Iviewit technologies and the ability to profit from same as 2.5% Shareholders together with a Representative Client List of Proskauer that can benefit from the Iviewit technologies including but not limited to AT&T, ABC, Inc., NBC, CBS, the NBA, NHL, Citibank, Columbia Pictures, Inc., Bear Stearns, HBO, Time Warner, The Chase Manhattan Bank, JPM, MGM, Oppenheimer and many others.

252. PROSKAUER Partner Wheeler goes on to say as follows in his letter:

Dear Colleagues,

As a firm, we are in a unique position to impact the effectiveness of the Internet and to profit from the same. The firm of iviewit.com, Inc. is one of my clients and Proskauer, Rose, LLP. is a 2.5% shareholder. I have worked closely with iviewit, for the past 18 months, establishing and fine-tuning their corporate structure. My objective with this letter is to introduce you to this forward-thinking company and to ask for your support and assistance. The Internet is quickly evolving from a text-based medium that users have been forced to read, into a multimedia platform that users can begin to experience. The importance that this evolution has to e-commerce has been likened to the impact felt by television when it was embraced as a marketing and communications tool. iviewit’s intellectual property positions them as a leader in the streaming video, streaming audio and virtual imaging online markets. Their technologies have broad ranging applications for many different industries including: entertainment, auctions, education, healthcare and retail. Because of the extensive applicability of iviewit’s products, the vast majority of Proskauer’s client relationships represent potential clients for iviewit. Please join me as I endeavor to introduce my clients to iviewit and, in the process, help those clients to gain a competitive advantage through the utilization of iviewit’s technologies. Please contact me with any opportunities that you identify and I will arrange an introduction to a member of iviewit’s management team. I have enclosed a descriptive flyer from iviewit and a multimedia CD-ROM that will serve as an introduction to iviewit. Additional information can be found at their website,

⁷⁷ June 01, 1999 Hassan Miah Letter Forwarded to Iviewit Patent Counsel Kenneth Rubenstein of Proskauer Rose

<http://www.iviewit.tv/CompanyDocs/1999%2006%2001%20HASSAN%20LETTER%20FORWARDED%20TO%20RUBENSTEIN.pdf>

www.iviewit.com. Thank you for your time and attention. I look forward to working together to help this valued client and to further enhance the value of our equity position in iviewit.

Sincerely,
Christopher C. Wheeler⁷⁸

253. According to this PROSKAUER Partner Chris Wheeler letter of 2000, PROSKAUER was already representing OPPENHEIMER and JPM as of 2000 while representing Eliot, Simon Bernstein and the Iviewit companies with OPPENHEIMER and JPM being NDA signers and then later being just two of the places where Simon and Shirley Bernstein's wealth was placed.

254. Upon information and belief, history shows that attempted murder such as the car bombing of Eliot's family minivan in Boynton Beach, Florida and possible murder such as the possible murder of his father Simon Bernstein, as alleged by Theodore Bernstein on the day of Simon's death, have been carried out for far less than a 30% Interest in the IP and Technologies valued at least at \$10 Billion or more by leading experts back in 2003.

255. As indicated, Eliot's father, Simon Bernstein was a 30% shareholder in the Iviewit Intellectual Properties and companies formed, with PROSKAUER centrally involved in the drafting and planning of said companies, drafting and filing of intellectual properties, distributing stock to various shareholders and drafting and executing dispositive estate and trust documents regarding Simon and Shirley Bernstein's Estate planning.

256. Estate planning with PROSKAUER was done by both Simon and Eliot in direct preparation of an Initial Public Offering to be done by Goldman Sachs through an advisor to the company and shareholder, Donald Kane who was a Managing Director at Goldman Sachs & Co. The IPO was to follow a Wachovia Private Placement and the estate and trust work done by

⁷⁸ July 22, 2000 - Christopher Wheeler Letter to All Proskauer Partners Re Iviewit Techs @ <http://www.iviewit.tv/CompanyDocs/Armstrong%20Wheeler%20Client%20letter%20with%20highlights.pdf>

PROSKAUER was to transfer interests in the Iviewit companies prior to their growth in Eliot and Simon's estates, to their children's estates to avoid having to transfer them later and suffer the estate taxes on the growth of the stock.

257. These estate plans were executed and then later revoked by both Simon and Eliot, once it was alleged that PROSKAUER was involved in frauds against the companies and shareholders and PROSKAUER was TERMINATED as counsel.

258. Yet, somehow, just like this original Insurance litigation in Illinois where litigation is filed by Trustees that change overnight from SPALLINA to TED and the Trust remains to this day missing with NO executed copies put forth and drafts found months after the lawsuit was instigated that appear without any identification of who the draftee is and have no legal force and even the Insurance contracts and policies underlying the claims in this Breach of Contract lawsuit are missing (not even the insurers have put forth a bona fide copy) and critical business documents are missing that any Insurer and Estate planner would have to legally maintain and likewise records from PROSKAUER, FOLEY and other involved Estate planners involving Simon and Shirley Bernstein are allegedly all "missing" as well and where finally evidence of Fraud has been now proven and further alleged regarding the dispositive documents and other crimes have been reported ranging from Extortion to TED's claim on the day his father died that he was poisoned.

259. Back in 2003, LABARGA, however, never afforded Eliot and the Iviewit companies the due process opportunity to be heard on their Counter-Complaint, and instead denied the Counter-Complaint altogether. In a bizarre twist at a scheduled Trial Eliot and counsel showed up to an empty courtroom of Labarga and at the trial rescheduling Labarga dismissed two law firms representing the Iviewit companies simultaneously on Petitions for Withdrawal whereby both

law firms, Steven Selz PA and Schiffrin and Barroway both claimed the other would be representing the Iviewit companies at trial and then both walked out, one after the other and left the Iviewit companies without counsel. Approximately 45 days later Labarga ruled a default for the company's failure to retain replacement counsel.

260. Yet upon information and belief, LABARGA also never sanctioned nor reported attorney Selz for misconduct or frivolity in making this factual allegation regarding the value of the Iviewit technologies.

261. One of the wrongful “tactics” employed by various Counter-Defendants and Third-Party Defendants in the recent years against Eliot in and out of the Courtroom has been to question his sanity and ability care for his own children by attacking his claims regarding the car bombing of his family minivan and claims about the value of Iviewit IP, yet even Florida Licensed attorney Steven Selz who was representing Plaintiff at the time before LABARGA in 2003 himself filed a factual pleading stating,

“That PROSKAUER billed IVIEWIT for legal services related to corporate, patent, trademark and other work in a sum of approximately \$800,000.00” and further “ That based on the over-billing by PROSKAUER, IVIEWIT paid a sum in of approximately \$500,000.00 plus together with a 2.5% interest in IVIEWIT, which sums and interest in IVIEWIT was received and accepted by PROSKAUER.”

262. See, Paragraphs 24 and 27 of 2003 filed and proposed Counter-Complaint filed by attorney Selz in the LABARGA/PROSKAUER billing lawsuit, again this Counter-Complaint never being heard by LABARGA.⁷⁹

263. Then immediately following Selz, LABARGA then heard a Withdrawal as Counsel motion filed by Schiffrin & Barroway that claimed that another law firm, Selz would be representing the Iviewit companies and LABARGA approved this withdrawal knowing he had moments

⁷⁹ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

earlier let Selz out as counsel and then calling Eliot to the stand to advise him that the Iviewit companies no longer had counsel and Eliot, a non party to the action would have to obtain new counsel in a short period of time or else default, thus denying counsel to Eliot and the proper Iviewit interests under fraudulent circumstances by the machinery of the Courts as continues to today.

264. Eliot was unable to reach either Selz or Schiffrin & Barroway to obtain court files and records during the period he had to obtain new counsel and finally after showing up to Selz's offices unannounced was able to recover some of the files and where Eliot attempted to get more time from LABARGA who refused.

265. When Eliot could not get counsel in time, LABARGA ruled against the Iviewit companies and issued a default.

266. Later it would be learned that many of the companies sued by Proskauer in their billing lawsuit, who did not have retainers with the Iviewit companies, where duplicated companies involved in an attempt to move IP out of the companies and inventors hands and into the hands of improper fraudulent inventors.

267. Thus, while various Counter-Defendants and Third-Party Defendants may simply wrongfully claim "Iviewit" was a failed dot.com, it only raises substantial questions as to why PROSKAUER would "Bill" close to \$1 million, take a 2.5 percent interest in royalties and stock in the Iviewit companies, file numerous Intellectual Properties (Patents, Trademarks, Copyrights and Tradeseecrets, worldwide), recruit their clients to sign agreements with Iviewit, issue Stock to Shareholders of numerous companies and do exhaustive Estate planning for Simon, Shirley and Eliot Bernstein including protecting Simon's 30% interest and Eliot's 70% interest in the IP at that time.

268. As part of the same practice and pattern which continues in the Estate proceedings of Shirley and Simon Bernstein and the Insurance litigation in this Illinois federal district court, PROSKAUER schemed in 2001 to tortiously interfere with business relationships and financial relationships that would benefit Eliot and advance the technologies by interfering with a financing deal going on with Warner Bros. / AOL at the time which would have brought \$10-\$20 Million in capital to the Iviewit companies which had already began a licensing and operational agreement with them.

269. Florida licensed attorney Selz filed a specific counter-complaint against PROSKAUER in the "billing lawsuit" being heard by LABARGA who denied hearing the Countercomplaint which alleged as follows:

"COUNT IV- TORTIOUS INTERFERENCE WITH AN ADVANTAGEOUS BUSINESS RELATIONSHIP

This is an action for tortious interference with an advantageous business relationship within the jurisdiction of this Court.

Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs I through 30 as if fully set forth herein.

Counter Plaintiff was engaged in negotiations of technology agreements with both Warner Bros. and AOLTime-Warner as to the possible use of the Technologies of the Counter Plaintiffs and investment in Counter Plaintiffs as a strategic partner.

That despite the prior representations of RUBENSTEIN, at a meeting held on or about November 1, 2000, by and between UTLEY, RUBENSTEIN and representatives of Warner Bros. as to the Technology of IVIEWIT and the efficacy, novelty and unique methodology of the Technology, RUBENSTEIN refused to subsequently make the same statements to representatives of AOL and Warner Bros., taking the position that since Warner Bros./AOL is "now a big client of Proskauer, I can't comment on the technologies of Iviewit." or words to that effect in response to inquiry from Warner Brother/AOL's counsel as to the status and condition of the pending patents on the intellectual property.

That RUBENSTEIN, having served as an advisor to the Board of Directors for IVIEWIT, was aware of the fact that at the time of the making of the statements set forth in Paragraph 50, above, IVIEWIT was in the midst of negotiations with

AOL/Warner Bros. as to the possible funding of the operations of IVIEWIT in and sum of between \$10,000,000.00 and \$20,000,000.00.

Further, RUBENSTEIN as a partner of PROSKAUER, and despite his clear prior actions in representing the interests of IVIEWIT, refused to answer questions as to the enforcement of the Technology of IVIEWIT, with the intent and knowledge that such refusal would lead to the cessation of the business relationship by and between IVIEWIT and Warner Bros./AOL and other clients familiar with the Warner Bros./AOL technology group then in negotiations with IVIEWIT, including, but not limited to Sony Corporation, Paramount, MGM and Fox.

That the actions of RUBENSTEIN were and constituted an intentional and unjustified interference with the relationship by and between IVIEWIT and Warner Bros./AOL designed to harm such relationship and further motivated by the attempts to "cover-up" the conflict of interest in PROSKAUER's representation of both IVIEWIT and Warner Bros./AOL.

That indeed, as a direct and proximate result of the conduct of RUBENSTEIN, Warner Bros./AOL ceased business relations with IVIEWIT to the damage and detriment of Counter Plaintiffs.⁸⁰

270. Yet somehow PROSKAUER and FOLEY being powerful international law firms have virtually no records of the Estate Planning work done or IP work done for Simon Bernstein nor did TESCHER and SPALLINA allegedly obtain this prior work from PROSKAUER or FOLEY or Attorney at Law Steven Greenwald, Esq. of Florida before embarking on similar Estate Planning work for Simon and Shirley Bernstein. Especially where Simon believed the IP to the largest assets of his estate requiring special Estate planning from the outset for the IP.

271. Yet, TESCHER and SPALLINA had a public relationship with PROSKAUER in the Boca Raton, Florida community being hosted at Bar events and similar events.⁸¹ TESCHER and SPALLINA directly know and are close friends with PROSKAUER Partner GORTZ of the

⁸⁰ January 28, 2003 Steven Selz, Esq. Counter Complaint Labarga Case @ <http://www.iviewit.tv/Counter%20Complaint%20in%20Order.pdf>

⁸¹ March 27, 2012 Jewish Federation Mitzvah Society - Proskauer, Tescher & Spallina @ http://jewishboca.org/departments/foundation/pac/caring_estate_planning_professionals_to_honor_donald_r_tescher_esq_at_mitzvah_society_reception_on_march_27/

PROSKAUER Boca Raton Office in Florida who was the first lawyer that accountant Third Party Defendant LEWIN introduced Simon and Eliot too to seek IP protection.

272. GORTZ of PROSKAUER was directly involved in the Iviewit matters and Bernstein Estate matters dating back to 1998, and in fact he was the first person that LEWIN took the technologies to for IP protection for the benefit of Eliot and Simon Bernstein.

273. In the original underlying Illinois life insurance litigation herein, SPALLINA was in communication with GORTZ of PROSKAUER. See email dated February 18, 2013 from SPALLINA to Eliot's children's counsel Christine Yates from SPALLINA TESCHER PRODUCTION Bates No. TS004461-TS004463.

274. This pattern of established law firms involved in the technologies failing basic record keeping for client files like PROSKAUER and FOLEY allegedly not having important Estate and related records like the missing Trusts and Insurance policies in the underlying original action is further support for a preliminary injunction at this time.

275. Eliot, members of the board, investors, prospective investors and management of Iviewit first learned of this "billing" lawsuit by PROSKAUER in Palm Beach County while in the middle of Financing negotiations for the Iviewit companies with Warner Bros. (AOL-Time Warner) for approximately a \$10 to \$20 Million Capital infusion for the Iviewit companies while other financing activities were underway with a Private Placement Memorandum through Wachovia bank.

276. Eliot had already opened a new Iviewit HQ inside the Warner Advanced Technology building on Brand in Glendale, Ca. and had taken over encoding of all Internet content creation of their digital video library and had revenue and royalty contracts signed.

277. Eliot also learned at the same time that an “Involuntary Bankruptcy” had been filed in Florida against companies similarly named to “Iviewit” companies being filed by Brian G. Utley, Real3D, Inc./Intel/RYSJO, Michael Reale and Raymond Hersh the CFO⁸².
278. Eliot also learned on or about the same time from a Arthur Andersen audit conducted on behalf of Crossbow Ventures, the largest investor at that time in the IP, that two similarly named companies, Iviewit Holdings existed with only one set of books available.
279. Raymond Hersh claimed that LEWIN’s daughter, Erika Lewin, the in-house accountant at Iviewit was accused of misleading the Andersen auditors in her representation of the corporate structures put together by LEWIN and PROSKAUER. Andersen was suddenly removed from the audit and replaced by Ernst & Young on a referral from LEWIN to complete the audit for Crossbow.
280. ELIOT also learned on or about the same time that the Iviewit companies President and Chief Operating Officer, a one Brian G. Utley, had in his possession a second set of almost identical Intellectual Property applications and one set had different inventors, including Utley as sole inventor on critical imaging IP such as “Zoom and Pan on a Digital Camera” which was invented by Eliot and others almost a year before even hiring Utley, where Utley lists himself as the sole (soulless) inventor.
281. Eliot also learned on or about the same time more information that Joao who represented himself as a Proskauer Partner when in fact he was not, had put over 90 patents in his name, many with of the Iviewit IP technologies at the heart of them and taken from business plans and other IP related materials JOAO accessed as IP Counsel. Later it would be learned that Joao left PROSKAUER/MELTZER LIPPE GOLDSTEIN & SCHLISSEL to work for Ruskin,

⁸² Iviewit Involuntary Bankruptcy Files @ <http://iviewit.tv/CompanyDocs/Utley%20Reale%20Hersh%20RYSJO%20Bankruptcy%20nonsense.pdf>

Moscou, Evans & Faltischek where Dean Skelos the New York Senator currently in ongoing corruption proceedings and convicted on all counts against him, putting up a defense of business as usual, which failed to vindicate him.

282. That it is also learned that Joao later goes to the law firm of Dreier & Barritz LLP, where the now infamous attorney Marc Drier was sentenced in a “Ponzi” scheme thereafter.

283. Eliot also learned on or about the same time that the Intellectual Properties represented by Utleby to potential investors, investors and the financial institutions funding the Iviewit companies and those raising funds were not the ones that actually were filed with the US Patent Office.

284. This exposure of the Intellectual Property crimes that were committed to the authorities and others began a terroristic mob style pattern and practice of orchestrated schemes to harm and potentially murder Eliot and his family by primarily lawyers, to deny him monetization of his inventions, deny him access to capital and even basic access to counsel to pursue his rights and claims and a full blunt force denial of due process in the courts and state and federal agencies through a series of conflicts of interests with the attorneys at law infiltrating and interfering improperly in virtually all of Eliot’s legal actions, as they do name very large law firms, legislators, judges and prosecutors as the perpetrators of the IP thefts as filed in his RICO and ANTITRUST lawsuit.

285. This same pattern and practice continues to this day in both Florida Trust and Estate cases and this Illinois insurance litigation which should be viewed by this Court as nothing but a furtherance of a scheme to secret away monies and assets and deny any basic funds or monies to Plaintiff and his family literally to the point of basic survival as Plaintiff has been; a) forced on govt. Food Stamps to feed his 3 minor children who were supposed to be protected and provided for in Simon and Shirley’s Estate planning WITHOUT INTERRUPTION; b) had

home Security systems cut off; c) electric shut off and repeatedly threatened with shut off; d) homeowners insurance lapsed; e) health insurance lapsed, and other acts to deprive Counter Plaintiff of income and more.

286. That after the death of his father Simon Eliot and his family's worlds were literally blown apart financially, when the funds that were supposed to flow to Eliot and his family to protect them were intentionally and with scienter cut off, their kids were ripped from private school on the second day of classes and where the tuitions were funded by Simon and Shirley while living and despite a COLIN court order to pay the tuitions to keep them in school, TED and his counsel ROSE failed to comply and COLIN upon learning of this catastrophe did nothing despite claiming he was very upset and would deal with it shortly.

287. That due to TED'S allegation that his father was murdered via poisoning Eliot and his family live in fear that this may be true, especially after an autopsy done a year or more after Simon's death revealed elevated (beyond reportable levels in some instances) heavy metal toxins, including Arsenic and Cadmium.

288. Simon and Shirley Bernstein in fact while living set up for Eliot through special planning efforts exclusively for Eliot and his family's protection, vehicles designed and funded while living that provided income and security, including a paid for home and expenses for the home and family paid monthly all this careful planning for Eliot and his family resulting from the very real efforts to harm Eliot and his family, especially after viewing the car bombing and learning of death threats against their son and his family.

289. That the probate crimes not only shut down all Eliot's family income streams but further TED, TESCHER and SPALLINA then shut down a company that Simon had invested in, Telenet

Systems, LLC, that provided income to both Eliot and his lovely wife Candice at the time of Simon's death.

290. Without any income from the point of Simon's death to now, as income for the family at Simon's death was to be continued through the Estates and Trusts and other vehicles set up for Eliot and his family such as his Telenet interest and where the crimes were directly intended to leave Eliot and his family instead homeless and denied of their inheritancy with scienter and further bury the Iviewit stock and IP held by Simon and defeat the careful estate plans SPALLINA and TESCHER and others were contracted to protect.

291. That it is alleged that the probate crimes were orchestrated in advance of Simon's death when Simon refused to make changes to the plans of he and Shirley and never did so while living and so fraudulent documents were submitted to Courts and others to make it appear that Simon had changed he and his wife's estate plans and allow TESCHER, SPALLINA and TED to seize Dominion and Control of the Estates and Trusts through FRAUD and begin looting of the assets with impunity with the cover and aid of the state court actors, all acting outside the color of law.

292. That Shirley's Trust was changed admittedly by SPALLINA Post Mortem and it is alleged this fraud was in order to execute a scheme to not only change beneficiaries illegally but more importantly to take fiduciary and legal control of the Estates and Trusts to enable them to steal off with the assets and convert funds to improper parties, all the while failing to provide legally required accountings and document transparency to beneficiaries and again through these crimes leave Eliot and his family with virtually nothing since the time of Simon's death.

293. As this Court is or should be aware, Eliot and his minor children were not even named as Necessary parties to this original Illinois insurance litigation even though all original parties

knew and should have known Eliot and his children were beneficiaries with interests in the case including Attorneys at Law and Fiduciaries TESCHER, SPALLINA and TED e.

SPALLINA ADMITS NEW STATE AND FEDERAL CRIMES AT A “VALIDITY HEARING” BEFORE JUDGE PHILLIPS INCLUDING NEW ADMISSIONS OF FRAUD ON THE COURT AND MORE AND VIOLATES A CONSENT ORDER HE IS UNDER WITH THE SEC

294. 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.

295. 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”).”

296. 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 14-22⁸³;

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.

⁸³ December 15, 2015 PHILLIPS VALIDITY HEARING TRANSCRIPT
<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20151215%20Hearing%20Transcript%20Phillips%20Validity%20Hearing.pdf>

24 · · · · · THE COURT: Sustained. Next question.

297. 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...”

298. 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.

299. Further, SPALLINA perjures himself in self contradiction when he tries to claim that his law firm did not mail Fraudulent documents to the court and commit further FRAUD ON THE COURT and then slips up and admits that they 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.

300. That not only does SPALLINA admit to Felony criminal 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 one for Eliot) and fraudulent notarizations of such documents. 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.

301. SPALLINA then claims that it is standard practice for he and his clients to sign sworn Final Waivers under penalty of perjury with knowingly and irrefutably 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 while acting as Personal Representative 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.

302. 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 “ineligible⁸⁴” to practice law in the state of Florida, 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

⁸⁴ Florida Bar Robert Spallina Ineligible to Practice Law
https://www.floridabar.org/wps/portal/flbar/home/attyssearch/mprofile!/ut/p/a1/jc_LDolwEAXQT-ptHRaWo6mkRazxgdCNYUWaKLowfr_42LioOrtJzs3cYZ41zA_dLftdNZyH7vjYvTxACM3dBrawxEHIOI3ZggSEHEE7girnXJMMNktoDIOr2qgtF7RM_8sjMoRf-T3zn8RJNQO5BXKtp0AxeYNIRTj-HTx_eJ2ll7ycdg2C6e8_WXgh/dl5/d5/L2dBISEvZ0FBIS9nQSEh/?flag=Y&mid=497381

·3· that I was not practicing.

303. 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:

23· · · · Q· Did the fraudulently altered document change

24· the beneficiaries that were listed in Shirley's trust?

25· · · · A· They did not.

304. 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** 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.”⁸⁵

305. 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

⁸⁵ Shirley Trust Page 7

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

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.⁸⁶"

306. Clearly the fraudulent amendment attempts to remove from the predeceased language TED and PAMELA's lineal descendants from being excluded by removing them from the original trust language through a fraudulent amendment as being considered predeceased and thus change the beneficiaries of the Shirley Trust and this perjury changed the outcome of the validity hearing adding cause for a rehearing and voiding the Order that resulted, which was already void and of no effect since Judge Phillips should have already voluntarily mandatorily disqualified himself from the proceedings prior to holding hearings.

307. That in relation to this very case before the Federal Court in SPALLINA's testimony under oath at the Validity Hearing SPALLINA states,

Pages 154-55

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.

308. This statement of SPALLINA's that he had nothing to do with the "planning with that" makes his actions in the insurance matters before this Court questionable, as if he had nothing to do

⁸⁶ Spallina Fraudulent Shirley Trust Page 30

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

with the planning of the policy and the lost and missing trust involved in this action alleged to be the beneficiary, how in the world did Spallina file an insurance death benefit claim⁸⁷ for the policy benefits acting and signing as the claimant on the policy, in the fiduciary capacity of “Trustee” of the 1995 Missing, Lost or Suppressed Trust and acting as the Policy Beneficiary, which appears now to be part of the alleged Insurance Fraud, Mail and Wire Fraud alleged in Petitioner’s pleadings that is now further supported by his perjurious statement in the Florida court denying any involvement.

309. The Court should note that while SPALLINA was filing a death benefit claim as Trustee for the lost and missing trust he claims to have had no involvement with, while he was simultaneously claiming to Eliot that a Florida Probate Court order⁸⁸ would be necessary to determine who the trustee, beneficiaries, etc. of a lost and missing trust would be⁸⁹, he was secretly and in conspiracy with others filing claims for the Policy and when that failed filing this Lawsuit, without notifying Eliot or the Creditor or the Probate Court of this action and failing to including Eliot as part of the legal action, all as part of a complex insurance fraud against Eliot and Beneficiaries of the Estate and the Creditor of the Estate, STANSBURY, and attempting to have the insurance money deposited to his law firm’s trust account acting as the Beneficiary of the Policy he claims to have nothing to do with, acting as Trustee of the lost trust he claims to have

⁸⁷ Spallina Fraudulent Insurance Claim Form He Signs as Beneficiary of the Policy as Trust of a Trust and Policy he has claimed he had nothing to do with, which is DECLINED by Heritage - See Page 05 <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20121101%20Heritage%20Claim%20Form%20Spallina%20Insurance%20Fraud.pdf> , Spallina also represents in the correspondences to the carrier that he is Trustee of LaSalle National Trust, NA, which he is not but that is because LaSalle is the Primary Beneficiary.

⁸⁸ January 22, 2013 SPALLINA Letter Re Insurance <http://iviewit.tv/Simon%20and%20Shirley%20Estate/20130122%20Ted%20Letter%20and%20Spallina%20Letter%20re%20Insurance.pdf>

⁸⁹ TESCHER & SPALLINA Prepared Settlement Regarding Insurance Policy <http://iviewit.tv/Simon%20and%20Shirley%20Estate/EXHIBIT%205%20-%2020130205%20Eliot%20Letter%20to%20Spallina%20et%20al%20Regarding%20Analysis%20of%20SAMR.pdf>

never seen and impersonating himself as the Primary Beneficiary of the Policy, as Trustee of the LaSalle National Trust NA, of which he is none of.

310. That the fraudulent claim filed by SPALLINA is what led to this Federal Lawsuit being filed as a breach of contract lawsuit for HERITAGE failing to pay the claim to SPALLINA until he could prove the trust and that he was Trustee, of the trust he claims in court under sworn testimony to have had NOTHING to do with.
311. That the Court must question where Judge PHILLIPS was during the hearing where confessions to new crimes of Fraud on the Court, Mail Fraud, Fraud on the Beneficiaries (and Eliot's minor children's counsel, Christine Yates of Tripp Scott law firm) and more are being admitted to on the record by an Officer of the Court SPALLINA, a former Co-Trustee and Co-Personal Representative along with his partner in the crime and the ringleader another former Co-Trustee and Co-Personal Representative, TESCHER who also is under an SEC Consent Order for Insider Trading and one look at the transcript will find Judge PHILLIPS "doodling" (Page 138 Line 1) during the hearing and more interested in threatening Candice Bernstein with contempt of court repeatedly, even removing her from the defense table and sending her to the audience section and yet failing to force SPALLINA to show cause regarding the crimes he committed and admitted to the court, in fact sustaining Eliot from probing these serious felony admissions including Fraud on the Court and Beneficiaries in the validity matters SPALLINA was testifying about and where SPALLINA's felonies were far more serious in nature than Candice's alleged contempt for asking ROSE in the hearing to turn an exhibit for all to see and handing Eliot a document (Page 24 Lines 12-23 and Page 127 Lines 3-7).
312. Further, the Court must question and call to account for what Judge PHILLIPS did after learning of these crimes of the star witness of the "validity" hearing, some admitted by

SPALLINA to have not been investigated or reported by him at the time and thus ripe for prosecution and now having pleadings which show the perjured statements in violation of his SEC Consent Order, did he take control to find out how and who the fraudulent documents were posited in the Court as part of newly admitted FRAUDS ON THE COURT and has Judge PHILLIPS contacted the SEC to report the violation of SPALLINA's consent order or did he contact and report the crimes of Fraud on the Court to the IG of the Court or the Chief Judge or did he contact the Federal Bureau of Investigations regarding the admitted mail fraud or did he have his bailiff, a member of the Palm Beach County Sheriff deputies arrest SPALLINA on the spot?

313. Judge PHILLIPS appears to have done nothing but take SPALLINA's sole testimony to the validity of the documents (some which SPALLINA admitted in the hearing he and others had fraudulently created) and in a bizarre ruling that defies logic and appears outside the color of law, then ruled that the documents were valid with no other parties present to confirm the perjurious Felon's testimony whose Hands are Unclean, credibility shattered and one certainly must ask why the Trustee TED did not call ANY of the other witnesses or multiple notaries and instead choose SPALLINA his business associate and TED's counsel as ALLEGED PR and Trustee who admitted to PBSO that he committed fraud that altered documents to benefit TED's family, which had been wholly considered PREDECEASED prior to the fraud in Shirley Trust. TED filed for the validity hearing after his counsel committed fraud to benefit him and his only witness is his counsel that has committed fraud and TED in his own words stated under sworn oath at the Validity hearing,

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· ·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.

...

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.

314. TED further shows he is an incompetent Trustee at his validity hearing where he admits having not seen the original documents, not bringing any of them to the hearing to prove them valid and that he did “NOTHING” to validate them and did not even have them forensically analyzed or request the originals back from his former disgraced counsel after their admission of fraudulent created trusts and forged documents posited into the court record in his mother’s estate and elsewhere and the admitted fraudulent use of his deceased father by his former counsel to commit fraud upon the court, fraud upon the beneficiaries and close his deceased mother’s estate (despite a COURT ORDER for TESCHER and SPALLINA to turn over “ALL” RECORDS) .

315. The formal Complaint filed by the SEC contains breaches of fiduciary duties by SPALLINA and TESCHER that are almost identical to the claims Eliot has made in the Florida Probate Courts of Palm Beach County since at least on or about May of 2013⁹⁰ and⁹¹ and⁹² and⁹³ .

316. Multiple requests for Discovery from TED in the Florida Probate Courts have been made including by short term counsel Brendan Pratt, Esq.⁹⁴ but no voluntary compliance by TED has occurred and no voluntary Discovery by TED produced.

⁹⁰ 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>

⁹¹ September 28, 2015 SEC Government Complaint filed against TESCHER and SPALLINA @ <http://www.sec.gov/litigation/complaints/2015/comp-pr2015-213.pdf>

⁹² 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%20Teschher%20SEC%20Settlement%20Consent%20Orders%20Insider%20Trading.pdf>

⁹³ 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>

⁹⁴ November 01, 2013 Production Request Ted Bernstein

NY Moreland Commission and Other Related Info

317. Eliot had made inquiry to the Moreland Commission to testify and had submitted information regarding Public Office Corruption in both the State of New York and State of Florida, including information regarding Public Office Complaints against members of the Florida Supreme Court, including former 15th Judicial Judge Jorge Labarga who was the main complained of party in Eliot's Court Corruption complaints and Bar Complaints in Florida and who is now Chief Justice of the Florida Supreme Court and Florida Bar Members (including members of Brian O'Connell's firm Ciklin a one Jerald Beer, Esq.
318. The Honorable Preet Bharara who has now taken down several of the most prominent Lawmakers from both parties in a New York Corruption Probe unparalleled and gaining worldwide recognition and applause, has recently revealed that he has seized the Moreland Commission inquiries for further investigation and where it is presumed that Eliot's inquiry has also been acquired by US Attorney's.

U.S. Attorneys » Southern District of New York » News » Press Releases
Department of Justice
U.S. Attorney's Office
Southern District of New York
FOR IMMEDIATE RELEASE
Monday, January 11, 2016
Statement Of U.S. Attorney Preet Bharara Relating To Moreland Commission Investigation

“After a thorough investigation of interference with the operation of the Moreland Commission and its premature closing, this Office has concluded that, absent any additional proof that may develop, there is insufficient evidence to prove a federal crime. We continue to have active investigations related to substantive inquiries that were being conducted by the Moreland Commission at the time of its closure.”

16-009
USAO - New York, Southern

<http://iviewit.tv/Simon%20and%20Shirley%20Estate/20131101%20ELIOT%20BERNSTEINS%20FIRST%20REQUEST%20FOR%20PRODUCTION%20OF%20DOCUMENTS%20AND%20THINGS%20PROPOSED%20ON%20TED%20S%20%20BERNSTEIN.pdf>

Updated January 11, 2016

<http://www.justice.gov/usao-sdny/pr/statement-us-attorney-preet-bharara-relating-moreland-commission-investigation>

319. That the knowledge that Bharara has taken over the Moreland inquiries to the US Attorney's Office may provide an answer as to why the Florida Courts are denying due process to Eliot and participating in a massive court controlled conspiracy against his rights, involving many of the same parties as were in his prior complaints now presumed to be before the US Attorney. This may also explain the need to cover up the current Fraud on the Court, Fraud by the Court and Fraud on Eliot and his family at all costs at this time and explain the retaliation and abuse of process against Eliot's family.

320. Due to the Palm Beach Posts Guardianship series exposing widespread Guardianship abuses Eliot and Candice fear that judge Phillips may abuse the Guardianship process to gain control over Eliot's children and where there is already volumes of online complaints⁹⁵ against Judge Phillips this becomes even more frightening.

⁹⁵ "Florida Judge is Taking Children from Good Mothers and Placing Them with Abusers"

Daily Kos Sunday Jul 20, 2014 · 9:10 AM EDT

<http://www.dailykos.com/story/2014/7/20/1315240/-Florida-Judge-is-Taking-Children-from-Good-Mothers-and-Placing-Them-with-Abusers>

and

Families Against Court Travesties, Inc. - John L. Phillips' Cases

C.C.S.'s Story - <https://factscourtwatch.com/c-c-s/>

B.D.'s Story - <https://factscourtwatch.com/b-d/>

E.C.'s Story - <https://factscourtwatch.com/e-c/>

J.J.'s Story - <https://factscourtwatch.com/j-j/>

M.J.'s Story - <https://factscourtwatch.com/m-j/>

M.M.'s Story - <https://factscourtwatch.com/m-m/>

T.R.'s Story - <https://factscourtwatch.com/t-r/>

<https://factscourtwatch.com/john-l-phillips-cases/>

and

John. L Phillips Racist and Biased Judge John L. Phillips Palm Beach Gardens Florida

<http://www.ripoffreport.com/r/John-L-Phillips/Palm-Beach-Gardens-Florida/John-L-Phillips-Racist-and-Biased-Judge-John-L-Phillips-Palm-Beach-Gardens-Florida-1177334>

and

Judge John Phillips rules Elderly People Incapacitated Violating the Elderly Rights of Due Process

<http://ireport.cnn.com/docs/DOC-163498>

and

Judge John L. Phillips from Palm Beach Garden is a lose cannon a Prejudicial biased Judge that is hurting our families.

321. That Eliot has been a thorn in the side of these lawyers and judges for many years and with their knowledge that if Eliot succeeds at some point in breaking through the corruption to have a fair and impartial hearing and honest investigations that they may lose everything and many of them may end up in prison on very serious counts including alleged attempted murder and murder according to Ted and others of Simon and thus all of these crimes in the Florida Probate matters may be carefully planned attacks on Eliot and his family to suppress and destroy all records and evidence of Eliot and Simon's relating to Iviewit before investigators can prosecute them.

322. Eliot has reason to fear that there is no due process in Florida and in fact the opposite, a massive Obstruction by attorneys and judges and other State Agencies⁹⁶ Eliot has complained of working hand in hand, allowing years of records to disappear from Simon, allowing forged and fraudulently notarized documents to be submitted to the courts to further the scheme and nothing done when they are caught by the self regulating legal system that has failed, Judge Colin directly interfering with state criminal investigations to shutter them from investigating the Fraud on the Court and Fraud by the Court Officers and Judges alleged and proven in some instances already.

323. Therefore this Court and the US Attorneys with Eliot's Moreland Complaint may not only lose value production documents necessary to prove the truth of this lawsuit but if the Florida Probate Court continues to remove Eliot's rights as a beneficiary, standing and pleadings, this Court may lose Eliot as material and fact witness and all Eliot's records as they try and

<http://www.avvo.com/legal-answers/judge-john-l--phillips-from-palm-beach-garden-is-a-1626549.html>
and

Judge John Phillips of West Palm Florida Probate courts does nothing to end the wall of corruption in the Florida Probate Courts. Ted Bernstein Life Insurance Concepts, Judge Martin Colin, Donald Tescher Florida Attorney; Florida Probate Courts.

<http://tedbernsteinreport.blogspot.com/2016/02/judge-john-phillips-of-west-palm.html>

⁹⁶Iviewit Investigation Master List

www.iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm

repeatedly charge Eliot with contempt and more in efforts to have him imprisoned and his children placed in unnecessary and illegal guardianships obtained through fraud on the court and fraud by the court as is the case in tomorrows hearing before Judge Phillips and while jailed may move to evict his family from their home and destroy all records in his possession.

324. Finally, due to the heavy metal poison results of his father and the attempted car bombing of his family, Eliot fears that with the US Attorney now involved they may rush to finally perfect their attempt and murder Eliot and his family. The Court's injunctive power could be no greater to protect its authority and protect the main witness to the facts in this Court's case and where Eliot is a Whistleblower on the Court Corruption he is in need of Federal protection of his life and properties, all important to this Court's determination of the matters before it and all being intentionally interfered with by the Florida Court State Actors who have no immunity for such egregious and criminal misconduct in efforts to thwart Eliot's due process rights and interfere with this Court's matter as well.

325. Eliot apologizes to the Court for any filing errors in advance but this is an emergency situation where my life and the life of my wife and children and all of our properties appear in imminent danger and this Court must act instantly to preserve the powers of this Court despite any technical drafting errors by a Pro Se party.

326. There are so many due process violations and obstructions occurring rapidly that it would take a several hundred page pleading to attempt to deal with all of this ongoing criminal misconduct and civil torts.

327. In seeking leave to amend the counter complaint I will try and put the remainder of items in a proper pleading within two weeks so the Court can further assess the merits of the case.

Parties and Claims to be Added on Leave to Amend for Declaratory Judgment, 42 USC Sec. 1983 and other Fiduciary, tortious interference, negligence and State Claims - See Exhibit A

I respectfully seek Leave to file an Amended Complaint / Counter-Cross Complaint however properly labeled adding parties and claims as set forth above.

WHEREFORE, Eliot I. Bernstein, Pro Se Third Party Defendant/Cross Plaintiff respectfully prays for an Order:

1. Immediate Injunctive Relief under the All Writs Act, Anti-Injunction Act and FRCP against Ted Bernstein and counsel and representatives acting on his behalf specifically including but not limited to attorney Alan M. Rose, against the Estate of Simon Bernstein acting by and through local Illinois counsel and by Florida PRs Brian O'Connell and Joy Foglietta, against Pamela Simon, David Simon, Adam Simon, Jill Bernstein-Iantoni, Lisa Friedstein, and against proceedings in the Florida Probate Courts of Palm Beach County and other parties deemed proper by this Court, temporarily enjoining said parties from further proceedings in the Florida Probate Courts herein until further order of this Court, from disposing, selling, transferring, encumbering or in any way disposing of any assets, properties as specified herein, and further preserving any and all evidence, documents, files, notes, bills, statements, mail, emails, and other evidence herein;
2. Specifically Enjoining at least Temporarily Florida Probate Court Judge Phillips on Thursday, Feb. 25, 2016 at 3:15 PM EST until further Order of this

Court;

3. Permitting the Amendment of the original counter-complaint filed herein to add claims under 42 USC Sec. 1983 and other pendant state law claims including but not limited to tortious interference with rights of expectancy and inheritance;
4. Granting appropriate leave to further Amend said complaint to add specified known parties and have said parties served by the US Marshal service or agency determined by this Court;
5. Granting leave to Amend to include a Declaratory Judgment on specified counts pertaining to Trusts, Wills, Instruments, and the Validity and Construction thereof;
6. Waiving any requirement for Bonding by Eliot I. Bernstein under extraordinary circumstances and imposing the requirement of bonding against specified wrongdoers herein if necessary.
7. Such other and further relief as to this Court may seem just and proper.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED: Wednesday, February 24, 2016

Note: All URL EXHIBITS contained herein are hereby incorporated by reference in entirety herein. The Court should consider printing these URL exhibits as recent hacking of Eliot's website and mail have caused his site to repeatedly be shut down at critical times making drafting and filing of complaints even more difficult. To ensure the court that these links do not disappear copying them down and printing them is requested.

/s/ Eliot Ivan Bernstein

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on Wednesday, **February 24, 2016** I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified below via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner.

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
 2753 NW 34th St.
 Boca Raton, FL 33434
 Telephone (561) 245-8588
iviewit@iviewit.tv
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SERVICE LIST

James J. Stamos and Kevin Horan STAMOS & TRUCCO LLP One East Wacker Drive, Third Floor Chicago, IL 60601 Attorney for Intervenor, Estate of Simon Bernstein	Adam Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730	Ted Bernstein, 880 Berkeley Boca Raton, FL 33487 tbernstein@lifeinsuranceconcepts.com
Alan B. Rose, Esq. PAGE, MRACHEK, FITZGERALD , ROSE, KONOPKA, THOMAS & WEISS, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 arose@pm-law.com and arose@mrachek-law.com	Pamela Simon President STP Enterprises, Inc. 303 East Wacker Drive Suite 210 Chicago IL 60601-5210 psimon@stpcorp.com	Estate of Simon Bernstein Personal Representative Brian M. O'Connell, Partner and Joielle Foglietta, Esq. Ciklin Lubitz Martens & O'Connell 515 N Flagler Drive 20th Floor West Palm Beach, FL 33401 boconnell@ciklinlubitz.com

Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	David B. Simon, Esq. #6205304 303 East Wacker Drive, Suite 2725 Chicago, Illinois 60601 Attorney for Plaintiffs (312) 819-0730

**EXHIBIT A - LIST OF COUNTER COMPLAINT DEFENDANTS TO BE INCLUDED
IN THE AMENDED COMPLAINT**

EXHIBIT A
COUNTER COMPLAINT DEFENDANTS / PARTIES

COUNTER-DEFENDANTS/THIRD PARTY DEFENDANTS FOR AMENDED COMPLAINT AND PARTY DESIGNATIONS

1. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, professionally;
2. Hon. Jorge Labarga, Chief Justice of the Florida Supreme Court, personally;
3. Judge Martin Colin, professionally;
4. Judge Martin Colin, personally;
5. Judge David French, professionally;
6. Judge David French, personally;
7. Judge Howard Coates, professionally;
8. Judge Howard Coates, personally;
9. Judge John Phillips, professionally;
10. Judge John Phillips, personally;
11. The State of Florida;
12. The Florida Supreme Court;
13. The 4th District Court of Appeals;
14. Palm Beach County Probate and Circuit Courts;
15. The County of Palm Beach;
16. The Palm Beach County Sheriff;
17. Detective Ryan Miller;
18. Detective David Groover;
19. Detective Andrew Panzer;
20. Captain Carol Gregg;
21. Theodore Bernstein, personally;
22. Theodore Bernstein, as alleged Trustee of the Shirley Trust;
23. Theodore Bernstein as Personal Representative of the Shirley Estate;
24. Theodore Bernstein as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95;
25. Theodore Bernstein, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
26. Pamela Beth Simon, personally;
27. Pamela Beth Simon, acting in any fiduciary capacity, corporate and company capacity and trustee capacity relevant herein;
28. Lisa Sue Friedstein, personally;
29. Lisa Sue Friedstein, as Natural Guardian of minor CF;
30. Jill Marla Iantoni, personally;
31. Jill Marla Iantoni, as Natural Guardian of minor JI;
32. David B. Simon, Esq., professionally;
33. David B. Simon, Esq., personally;
34. Adam Simon, Esq., professionally;
35. Adam Simon, Esq., personally;

36. The Simon Law Firm and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
37. Robert L. Spallina, Esq., personally;
38. Robert L. Spallina, Esq., professionally;
39. Robert L. Spallina, Esq., former alleged Co-Trustee of the Simon Bernstein Trust;
40. Robert L. Spallina, Esq., former alleged Co-Personal Representative of the Simon Bernstein Estate;
41. Donald R. Tescher, Esq. personally;
42. Donald R. Tescher, Esq. professionally;
43. Donald R. Tescher, Esq. former alleged Co-Trustee of the Simon Bernstein Trust;
44. Donald R. Tescher, Esq. former alleged Co-Personal Representative of the Simon Bernstein Estate;
45. Gutter Chaves Josepher Rubin Forman Fleisher Miller PA F.K.A. Tescher Gutter Chaves Josepher Rubin Ruffin & Forman PA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
46. Tescher & Spallina, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
47. T&S Registered Agents, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
48. Kimberly Francis Moran, personally;
49. Kimberly Francis Moran, professionally;
50. Lindsay Baxley aka Lindsay Giles, personally;
51. Lindsay Baxley aka Lindsay Giles, professionally;
52. Alan B. Rose, Esq. – personally;
53. Alan B. Rose, Esq. – professionally;
54. Page, Mrachek, Fitzgerald & Rose, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
55. Ciklin Lubitz Martens & O'Connell and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
56. Brian O'Connell, Esq., personally;
57. Brian O'Connell, Esq., professionally;
58. Brian O'Connell, Esq., fiduciary;
59. Joielle "Joy" A. Foglietta, Esq., personally;
60. Joielle "Joy" A. Foglietta Esq., professionally;
61. Joielle "Joy" A. Foglietta Esq., fiduciary;

62. Albert Gortz, Esq., personally;
63. Albert Gortz, Esq., professionally;
64. Proskauer Rose, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
65. Hopkins & Sutter and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
66. Foley & Lardner LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
67. Greenberg Traurig, LLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
68. Jon Swergold, Esq., personally;
69. Jon Swergold, Esq., professionally;
70. Gerald R. Lewin, CPA, personally;
71. Gerald R. Lewin, CPA, professionally;
72. CBIZ, Inc. (NYSE: CBZ) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
73. John Morrissey, Esq., personally;
74. John Morrissey, Esq., professionally;
75. John P. Morrissey, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
76. Mark R. Manceri, Esq., personally;
77. Mark R. Manceri, Esq., professionally;
78. Mark R. Manceri, Esq., P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
79. Pankauski Law Firm PLLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
80. John J. Pankauski, Esq., personally;
81. John J. Pankauski, Esq., professionally;
82. Steven A. Lessne, Esq., personally;
83. Steven A. Lessne, Esq., professionally;
84. GrayRobinson, P.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
85. GUNSTER and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

86. Brandan J. Pratt, Esq., personally;
87. Brandan J. Pratt, Esq., professionally;
88. Huth & Pratt and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
89. Stanford Financial Group and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers, Receivers and Fiduciaries;
90. Oppenheimer & Co. Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
91. Oppenheimer Trust Company of Delaware and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
92. Janet Craig, personally;
93. Janet Craig, professionally;
94. Janet Craig, fiduciary;
95. Huntington Worth, personally;
96. Huntington Worth, professionally;
97. Huntington Worth, fiduciary;
98. William McCabe, Esq., personally;
99. William McCabe, Esq., professionally;
100. Legacy Bank of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
101. JP Morgan Chase & Co. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
102. LaSalle National Trust, NA and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
103. Chicago Title Land Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
104. Heritage Union Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;

105. Jackson National Life and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
106. Reassure America Life Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
107. WiltonRe and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
108. First Arlington National Bank as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
109. United Bank of Illinois and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
110. Bank of America, Alleged successor in interest to LaSalle National Trust, N.A. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
111. Wilmington Trust Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
112. Regency Title dba US Title of Florida and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
113. Old Republic National Title Insurance Company and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
114. Nestler Poletto Sotheby's International Realty and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
115. Bernstein Family Realty, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
116. Bernstein Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
117. Bernstein Family Investments, LLLP and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns,

- Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
118. S.T.P. Enterprises, Inc., and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives, Attorneys, Insurers and Fiduciaries;
 119. S.B. Lexington, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 120. National Service Association, Inc. (of Illinois) and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 121. Life Insurance Concepts, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 122. LIC Holdings, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 123. LIC Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 124. Arbitrage International Management LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 125. Arbitrage International Marketing, Inc. and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 126. Arbitrage International Holdings, LLC and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 127. National Services Pension Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 128. Arbitrage International Marketing Inc. 401 (k) Plan and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
 129. Simon L. Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;

130. Simon L. Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
131. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
132. Simon L. Bernstein Estate and Will of Simon L. Bernstein (2012) and its current and former trustees, fiduciaries and counsel;
133. Simon L. Bernstein Amended and Restated Trust Agreement (2012) and its current and former trustees, fiduciaries and counsel;
134. Wilmington Trust 088949-000 Simon L. Bernstein Irrevocable Trust and its current and former trustees, fiduciaries and counsel;
135. Estate and Will of Shirley Bernstein (2008) and its current and former trustees, fiduciaries and counsel;
136. Shirley Bernstein Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
137. Shirley Bernstein Irrevocable Trust Agreement (2008) and its current and former trustees, fiduciaries and counsel;
138. Simon Bernstein Irrevocable Insurance Trust dated 6/21/1995 (currently missing and legally nonexistent) and its current and former trustees, fiduciaries and counsel;
139. Shirley Bernstein Marital Trust and Family Trust created under the Shirley Bernstein Trust (2008) and its current and former trustees, fiduciaries and counsel;
140. S.B. Lexington, Inc. 501(C)(9) VEBA TRUST and its current and former Divisions, Affiliates, Subsidiaries, Stockholders, Parents, Predecessors, Successors Assignors, Assigns, Partners, Members, Officers, Directors, Trustees, Employees, Agents, Administrators, Representatives;
141. Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
142. Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
143. Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012 and its current and former trustees, fiduciaries and counsel;
144. Eliot Bernstein Family Trust dated May 20, 2008 and its current and former trustees, fiduciaries and counsel;
145. Daniel Bernstein Irrevocable Trust dated September 7, 2006 and its current and former trustees, fiduciaries and counsel;
146. Jake Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
147. Joshua Z. Bernstein Irrevocable Trust dated September 07, 2006 and its current and former trustees, fiduciaries and counsel;
148. Traci Kratish, Fiduciary;
149. Christopher Prindle, personally;
150. Christopher Prindle, professionally;
151. Peter Montalbano, personally;
152. Peter Montalbano, professionally;
153. Steven Greenwald, personally;
154. Steven Greenwald, professionally;
155. Louis B. Fournet; professionally;

156. Louis B. Fournier, personally;
157. Alexandra Bernstein;
158. Michael Bernstein;
159. Eric Bernstein;
160. Molly Simon;
161. Max Friedstein;
162. John and Jane Doe State Defendants,

EXHIBIT A - LIST OF POTENTIAL DEFENDANTS TO BE ADDED TO COUNTER COMPLAINT BASED ON NEED TO OBTAIN DISCOVERY AND POTENTIAL COMPANY - VEHICLE TO HIDE-MOVE ASSETS ETC

163. John Hancock
164. Delray Medical Center;
165. Ronald V. Alvarez, Esquire, is a mediator;
166. CFC of Delaware, LLC.
167. Life Insurance Connection, Inc.
168. TSB Holdings, LLC
169. TSB Investments LLLP
170. Life Insurance Concepts, LLC
171. Life Insurance Innovations, Inc.
172. National Service Association, Inc. (of Florida)
173. Total Brokerage Solutions LLC
174. Cambridge Financing Company
175. National Service Association, Inc.
176. National Service Corp (FLORIDA)
177. Simon L. Bernstein Irrevocable Trust U/A 9/7/06
178. Shirley Bernstein Irrevocable Trust U/A 9/7/06
179. Simon Bernstein 2000 Insurance Trust (dated august 15, 2000)
180. Shirley Bernstein 2000 Insurance Trust (dated august 15, 2000)
181. 2000 Last Will and Testament of Simon L. Bernstein
182. 2000 Last Will and Testament of Shirley Bernstein
183. Jill Iantoni Family Trust dated May 20, 2008
184. Lisa Friedstein Family Trust dated May 20, 2008
185. Daniel Bernstein Irrevocable Trust 07-JUL-10 049738
186. Jake Bernstein Irrevocable Trust 07-JUL-10 0497381
187. Joshua Z Bernstein Irrevocable Trust 07-JUL-10 0497381
188. Simon Bernstein Irrevocable Trust dated 6/21/95
189. Simon Bernstein Trust, NA
190. S.B. Lexington, Inc. Employee Death Benefit Trust
191. Simon Bernstein Trust Agreement dated May 13, 2008
192. Saint Andrews School Boca Raton

EXHIBIT 6 - Ted Bernstein Statement Huhem PBSO Homicide Investigation.

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460

DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
SUICIDE * * *
SIGNAL CODE: 32 CRIME CODE: NON CRIME CODE: OT CODE: 9532 06/13/16 TUESDAY
ZONE: C21 GRID: DEPUTY I.D.: 7571 NAME: PEREZ, M. ASSIST: TIME D 1610 A 1629 C 0119
OCCURRED BETWEEN DATE: 02/22/16 , 2200 HOURS AND DATE: 02/23/16 , 1730 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON MAY 24, 2016, AT APPROXIMATELY 1830 HOURS I MET WITH TED BERNSTEIN (WHITE MALE, 08/27/1959) WHO PROVIDED ME WITH A STATEMENT. THE FOLLOWING IS A SYNOPSIS OF TED'S STATEMENT. TED STATED THAT ON THE DAY OF MITCH'S DEATH HE TEXTED MITCH SOMETIME BETWEEN 8:30 A.M. AND 9:00 A.M. IN REFERENCE TO SCHEDULING A MEETING; HOWEVER, MITCH DID NOT RESPOND. TED STATED THAT AT APPROXIMATELY 3:30 P.M. HE GOT A CALL FROM DEBORAH AND SHE SOUNDED PANICKED. TED STATED THAT DEBORAH MENTIONED THAT MITCH'S STUFF WAS HERE AND SHE HASN'T HEARD FROM HIM. TED STATED THAT DEBORAH ASKED IF HE AND MITCH HAD MET, OR IF TED KNEW OF ANY MEETINGS AND TED RESPONDED NO.

TED STATED THAT A COUPLE OF HOURS LATER, PBSO CALLED AND ASKED HIM TO COME TO THE HOUSE. TED STATED THAT HE ARRIVED AT THE HOUSE AND LEARNED OF MITCH'S DEATH. TED STATED THAT DEBORAH SENT HIM A MESSAGE ASKING HIM TO STAY AND HE WAITED FOR ABOUT 40 MINUTES BEFORE LEAVING. TED STATED THAT SHORTLY AFTER ARRIVING HOME DEBORAH CALLED HIM AND HE RETURNED TO THE SCENE ACCOMPANIED BY HIS WIFE. TED STATED THAT HE DROVE DEBORAH TO HIS HOUSE WHERE SHE SPENT THE NIGHT.

TED DESCRIBES DEBORAH AS BEING IN SHOCK AND BEING CONCERNED ABOUT MITCH'S LEGACY. TED STATED THAT DEBORAH DIDN'T WANT PEOPLE THAT KNEW HIM TO FIND OUT THAT MITCH TOOK HIS OWN LIFE. TED STATED THAT DEBORAH MENTIONED RECENTLY HAVING A FACIAL LASER PEEL DONE WHICH HE BELIEVED TO HAVE CAUSED AN EXTREME REACTION ON HER FACE. TED DESCRIBED IT AS LOOKING PAINFUL AND THAT THAT WAS THE ONLY MARKS THAT HE NOTICED ON DEBORAH. TED STATED THAT DEBORAH STAYED AT HIS HOME 3-4 DAYS AND DURING THAT TIME HE BRIEFLY MET ONE OF MITCH'S SISTERS, A BROTHER-IN-LAW AND DEBORAH'S SON. TED STATED THAT HE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 16042460 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 16042460
DISPOSITION: ZULU

TRIED TO GIVE THEM PRIVACY AND STAY OUT OF THE WAY SO HE DOESN'T KNOW IF THEY WERE ARGUING OR THE TOPICS OF THEIR CONVERSATIONS.

TED STATED THAT PRIOR TO THIS INCIDENT THE LAST TIME HE SPOKE TO DEBORAH WAS AROUND THE HOLIDAYS. TED STATED THAT PRIOR TO THE INCIDENT HE SPOKE WITH MITCH ON THE MONDAY OR TUESDAY BEFORE AND THAT THEY TALKED ABOUT THE HOUSE REMODEL, THE MOLD AND INSURANCE ADJUSTERS. TED STATED THAT THEY ALSO TALKED ABOUT MITCH NOT WANTING TO BE INCLUDED IN ONLINE BLOGS AND MITCH OFFERED TO HELP TED'S ONLINE IMAGE.

TED STATED THAT HE HAS KNOWN MITCH SINCE AUGUST OR SEPTEMBER THROUGH EMAILS ABOUT THE HOUSE; HOWEVER, THEY DIDN'T MEET UNTIL OCTOBER. TED STATED THAT ALL OF THE CONVERSATIONS WERE IN REFERENCE TO THE HOUSE. TED STATED THAT HE DID NOT NOTICE ANY SIGNS OF MENTAL ILLNESS BUT THAT HE DID NOT KNOW MITCH WELL ENOUGH TO NOTICE. TED STATED THAT THEY DID DEVELOP A FRIENDSHIP, AND THAT HE REMEMBERS BEING IMPRESSED THAT MITCH DID NOT BLAME HIM FOR THE EXTENSIVE PROBLEMS WITH THE HOUSE. TED STATED THAT MITCH AND HE WOULD TALK 2-3 TIMES A WEEK.

TED STATED THAT HE DIDN'T BELIEVE THAT HIS BROTHER ELLIOT KNEW MITCH'S IDENTITY UNTIL AFTER THE DEATH AND THAT UP TO THIS POINT MITCH HAD NOT BEEN MENTIONED IN ELLIOT'S BLOG AND MITCH WANTED TO KEEP IT THAT WAY. TED STATED THAT THIS IS THE REASON THE LAND TRUST WAS USED TO PURCHASE THE HOME.

TED STATED THAT HIS PARENTS LEFT ASSETS TO THEIR GRANDCHILDREN AND THAT HE DIDN'T STAND TO BENEFIT ANYTHING FROM THE PURCHASE. TED STATED THAT BECAUSE OF HIS BROTHER ELLIOT, TED USES A LAWYER FOR EVERYTHING IN ORDER TO PROTECT HIMSELF.

TED STATED THAT HE AND MITCH GOT TO KNOW EACH OTHER AND THAT MITCH WANTED TO HELP HIS REPUTATION. TED STATED THAT MITCH THOUGHT GOING INTO BUSINESS TOGETHER WOULD HELP BUT THAT THEY NEVER SPOKE OF MONEY AFTER THE CLOSING OF THE HOUSE.

TED STATED THAT MITCH DID NOT REACH OUT TO TED FOR HELP AND THAT MITCH DID NOT APPEAR TO BE DEPRESSED. TED DESCRIBED MITCH TO BE UPBEAT AND HE WAS NO DIFFERENT TWO DAYS BEFORE.

THIS CONCLUDED TED'S STATEMENT.

ON MAY 25TH AT APPROXIMATELY 1500 HOURS I MET WITH MICHAEL ALTSHULER (WHITE MALE, 10/11/1956). MICHAEL PROVIDED ME WITH A SWORN STATEMENT WHICH WAS MEMORIALIZED ON A DIGITAL RECORDING DEVICE. THE FOLLOWING IS A SYNOPSIS OF MICHAEL'S STATEMENT, FOR SPECIFIC DETAILS PLEASE REFER TO THE CD LOCATED IN PBSO EVIDENCE. MICHAEL STATED THAT ON THE DAY OF MITCH'S DEATH HE WAS SUPPOSED TO MEET WITH MITCH AT THE GYM INSIDE OF MITCH'S DEVELOPMENT. MICHAEL STATED THAT HE ARRIVED AT THE COMMUNITY GYM AROUND 7:00 P.M. AND THAT THIS HAD BEEN PLANNED SEVERAL DAYS IN ADVANCE. MICHAEL STATED THAT HE MET MITCH AT A SEMINAR AND THAT THEY HAVE KNOWN EACH OTHER FOR 3-4 MONTHS.

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EXHIBIT 7 - Deposition Tescher

VOLUME: I
PAGES: 1-165
EXHIBITS: 1-15, A

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
NO. 502012CP004391XXXXSB
CP - Probate

IN RE:)
ESTATE OF SIMON L. BERNSTEIN)
_____)

TELEPHONIC DEPOSITION of DONALD R.
TESCHER, called as a witness by and on behalf of
Ted S. Bernstein, pursuant to the applicable
provisions of the Florida Rules of Civil Procedure,
before P. Jodi Ohnemus, RPR, RMR, CRR, CA-CSR
#13192, NH-LCR #91, MA-CSR #123193, and Notary
Public, within and for the Commonwealth of
Massachusetts, at the Hampton Inn & Suites, 10
Plaza Way, Plymouth, Massachusetts, on Wednesday, 9
July, 2014, commencing at 2:38 p.m.

1 nor did Mr. Spallina bring it to the attention of
2 anybody; is that --

3 A. We couldn't, because we weren't aware of
4 it.

5 Q. Okay. And when you became aware of it in
6 2013, did you think it appropriate at that time to
7 resign as copersonal representative from the estate
8 of Simon Bernstein?

9 A. No.

10 Q. Now, did there come a time, however, when
11 you did resign -- you and Mr. Spallina -- as
12 copersonal representatives of the Simon Bernstein
13 estate; correct?

14 A. That is correct.

15 Q. Do you recall when that was?

16 A. January of 2014.

17 Q. And what was the incident at that time
18 that then caused you to resign as copersonal
19 representatives of the estate of Simon Bernstein?

20 A. It came to light -- it was brought to my
21 attention that the -- there was an amendment --
22 there was an altered document altering the
23 amendment to Shirley Bernstein's revocable trust,
24 which document had been forwarded to Christine
25 Yates, who was then serving as counsel to Eliot

1 Bernstein's children; and that document added a
2 provision.

3 **Q. All right. And how did that document come**
4 **to light -- the altered document?**

5 A. It was brought to my attention by someone
6 in my office.

7 **Q. Okay. Now, the -- you identified the**
8 **altered document as what again -- the Shirley**
9 **Bernstein Trust?**

10 A. The Amendment to Shirley Bernstein's
11 Revocable Trust Agreement.

12 **Q. Okay. And who in your office brought that**
13 **to your attention?**

14 A. Our associate.

15 **Q. And who is that?**

16 A. Lauren Galvani.

17 **Q. And when did that take place?**

18 A. January 2013.

19 **Q. Okay. And there is a document that's**
20 **attached to your affidavit, which is the -- I**
21 **believe an amendment to the Shirley Bernstein**
22 **Trust; is that correct?**

23 A. Hold on one moment. Let me get to that.

24 **Q. Is that Exhibit C?**

25 A. I believe that's C, if I'm not mistaken.

1 Hold on one moment.

2 (Witness reviews document.) Yeah. That's
3 Exhibit C.

4 **Q. Okay. All right.**

5 **Now, Exhibit C, is that the altered**
6 **document or the unaltered document?**

7 A. That is the unaltered document.

8 **Q. And what did the altered first amendment**
9 **to the Shirley Bernstein trust say?**

10 A. I don't have it in front of me, but
11 essentially what it did was there was a -- you see
12 how it's numbered now 1 and 3? There were -- you
13 know, somebody had messed up when it had been
14 originally prepared, and it got numbered --
15 paragraph No. 1, paragraph No. 3.

16 A paragraph No. 2 was inserted between 1
17 and 3.

18 **Q. And when did that take place?**

19 A. I don't know.

20 **Q. Was it -- did it take place sometime in**
21 **2012?**

22 A. I don't know.

23 **Q. Did it take -- well, how did your**
24 **associate suddenly come across it in January of**
25 **2014?**

1 A. You'll have to ask her.

2 Q. Did you ever ask her how she came across
3 it that then subsequently caused you to resign as
4 copersonal representative?

5 A. She noticed that the amendment that had
6 been included in the letter to Christine Yates was
7 different than Exhibit -- the exhibit that's here
8 attached to my affidavit.

9 Q. And in that letter to Christine Yates,
10 what was the date of that letter?

11 A. I think it was January of 2013 -- I think.

12 Q. Okay. And so that was after the death of
13 Simon Bernstein; correct?

14 A. Yes, it was.

15 Q. So then that altered document contained in
16 a document dated January 11, 2013 could very well
17 have been prepared while Ted Bernstein was the
18 successor personal representative and successor
19 trustee to the Shirley Bernstein estate and trust;
20 correct?

21 A. No. Probably -- well...

22 Probably -- I'm not sure, to be honest,
23 Peter. I'm not a hundred percent certain on the
24 timing.

25 Q. Okay. And how did a year go by between

1 the time of the January 11th, 2013 letter in which
2 the altered document was produced to the attorneys
3 for Eliot Bernstein and then the discovery that it
4 was, in fact, an altered document? What happened
5 in that 12-month time that caused you, or your
6 associate, or your office to discover that, in
7 fact, what had been supplied to counsel for Eliot
8 Bernstein was, in fact, a forged document or
9 altered document?

10 A. I can't answer that question, actually --
11 'cause I don't know.

12 Q. All right. And -- and who in your firm
13 would be in the best position to know that -- if
14 it's not the general manager -- the managing
15 partner of the firm?

16 A. Mr. Spallina or Ms. Galvani.

17 Q. You were the managing partner at that time
18 still; correct?

19 A. I was the president.

20 Q. Okay. And what did the altered document
21 say in paragraph 2?

22 A. I told you that I don't have that in front
23 of me.

24 Q. And the one attached to your affidavit?

25 A. I told you that I don't have that in front

1 of me.

2 **Q. I apologize if I'm being repetitive on**
3 **that score.**

4 A. Yeah, I don't have --

5 **Q. Your best recollection.**

6 A. Yeah. Peter, I don't have it here.

7 It dealt with the definition of children
8 and lineals.

9 MR. ROSE: Peter, I don't want to ruin
10 your momentum that you're building up, but I need
11 to take a bathroom break. Could we take -- we've
12 been going at it for a little more than an hour.
13 Can we take like a five-minute break?

14 MR. FEAMAN: Sure. I'm moving on to the
15 next item anyway.

16 MR. ROSE: No more than five -- maybe as
17 little as two minutes. I'll be right back.

18 MR. FEAMAN: No problem.

19 (Recess was taken.)

20 **Q. Mr. Tescher, I'd like you to take a look**
21 **at what's been premarked as Exhibit 3.**

22 MR. FEAMAN: Madam Court Reporter, would
23 you hand that to the witness.

24 COURT REPORTER: Okay.

25 MR. FEAMAN: Thank you.

Stansbury's
Exh. 3
to Teacher's depo

LAW OFFICES
TESCHER & SPALLINA, P.A.

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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

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

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

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

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

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

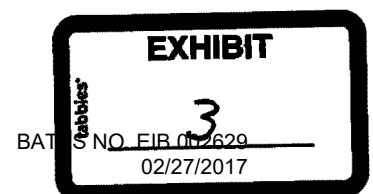
Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

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

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

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



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

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

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

Very truly yours,



DONALD R. TESCHER

DRT/km

cc: Alan Rose, Esq.

EXHIBIT 8 - SEC Consent Orders for Robert Spallina, Esq. and Donald Tescher, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

CONSENT OF DEFENDANT ROBERT L. SPALLINA

1. Defendant Robert L. Spallina ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

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").

3. Defendant hereby consents to the entry of the Final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act")

[15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];

- (b) orders Defendant to pay disgorgement in the amount of \$39,156, plus prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the Criminal Action; and
- (c) orders Defendant to pay a civil penalty in the amount of \$39,156 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

4. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and

other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(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, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this

proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

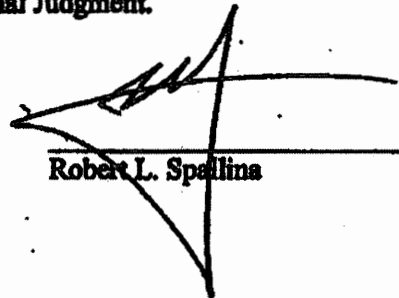
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local

rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

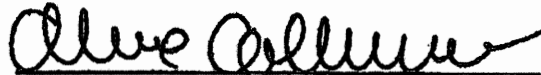
16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 9/16/15



Robert L. Spallina

On Sept 16, 2015, Robert Spallina, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public
Commission expires:

Approved as to form:



Lawrence S. Lustberg, Esquire
Gibbons P.C.
One Gateway Center
Newark, NJ 07102-5310
Counsel for Robert L. Spallina



Alexa Colivechio
COMMISSION # FP188462
EXPIRES: December 28, 2018
WWW.AARONROTARY.COM

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29, 2015

Anne E. Thompson
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

The Securities and Exchange Commission having filed a Complaint and Defendant Robert L. Spallina having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment; waived findings of fact and conclusions of law; waived any right to appeal from this Final Judgment; and Defendant having admitted the facts set forth in the Consent of Robert L. Spallina and acknowledged that his conduct violated the federal securities laws:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person of such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$39,156, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,794; provided, however, that \$39,156 shall be deemed satisfied in light of Defendant's consent to the entry of a forfeiture money judgment in the amount of \$39,156 in connection with the resolution of a parallel criminal action instituted in this Court; and a civil penalty in the amount of \$39,156 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$40,950 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Robert L. Spallina as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this

Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VI.

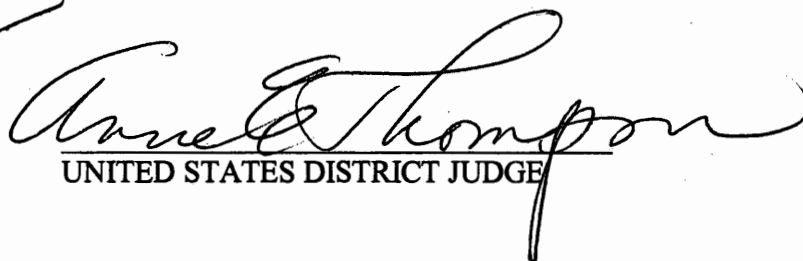
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Sept 29 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ____-____

CONSENT OF DEFENDANT DONALD R. TESCHER

1. Defendant Donald R. Tescher ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3];
- (b) orders Defendant to pay disgorgement in the amount of \$9,937, plus prejudgment interest thereon in the amount of \$690; and

(c) orders Defendant to pay a civil penalty in the amount of \$9,937 under Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

3. Defendant agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

4. Defendant acknowledges that the Court is not imposing a civil penalty in excess of \$9,937 based on Defendant's cooperation in a Commission investigation and/or related enforcement action. Defendant consents that if at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with the Commission's motion for civil penalties, and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(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," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant: (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, without also stating that Defendant does not deny 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 solely 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, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

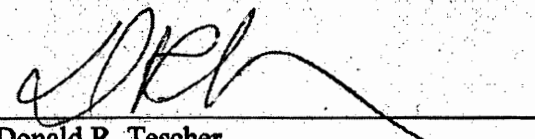
13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes,

Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

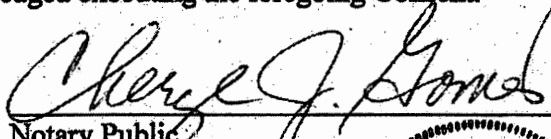
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

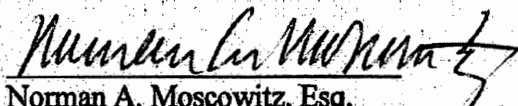
Dated: 6/5/14 
Donald R. Tescher

On June 5, 2014, Donald R. Tescher, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.


Notary Public
Commission expires:



Approved as to form:


Norman A. Moscovitz, Esq.
Moscovitz & Moscovitz, P.A.
Sabadell Financial Center
1111 Brickell Ave., Suite 2050
Miami, FL 33131

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

VII.

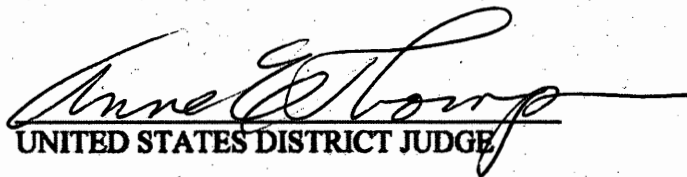
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated:

Oct 1, 2015


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DONALD R. TESCHER et al.,

Defendants.

C.A. No. ___-___

FINAL JUDGMENT AS TO DEFENDANT DONALD R. TESCHER

The Securities and Exchange Commission having filed a Complaint and Defendant Donald R. Tescher ("Defendant") having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or

instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder, in connection with any tender offer or request or invitation for tenders, from engaging in any fraudulent, deceptive, or manipulative act or practice, by:

- (a) purchasing or selling or causing to be purchased or sold the securities sought or to be sought in such tender offer, securities convertible into or exchangeable for any such securities or any option or right to obtain or dispose of any of the foregoing securities while in possession of material information relating to such tender offer that Defendant knows or has reason to know is nonpublic and knows or has reason to know has been

acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person or such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person or such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

- (i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;
- (ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the

- planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or
- (iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,937, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$690, and a civil penalty in the amount of \$9,937 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]. Defendant shall satisfy this obligation by paying \$20,564 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Donald R. Tescher as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that based on Defendant's cooperation in a Commission investigation and/or related enforcement action, the Court is not ordering Defendant to pay a civil penalty in excess of \$9,937. If at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant knowingly provided materially false or misleading information or materials to the Commission or in a related proceeding, the Commission may, at its sole discretion and without prior notice to the Defendant, petition the Court for an order requiring Defendant to pay an additional civil penalty. In connection with any such petition and at any hearing held on such a motion: (a) Defendant will be precluded from arguing that he did not violate the federal securities laws as alleged in the Complaint; (b) Defendant may not challenge the validity of the Judgment, this Consent, or any related Undertakings; (c) the allegations of the Complaint, solely for the purposes of such motion, shall be accepted as and deemed true by the Court; and (d) the

Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Under these circumstances, the parties may take discovery, including discovery from appropriate non-parties.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. § 523, the allegations in the Complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

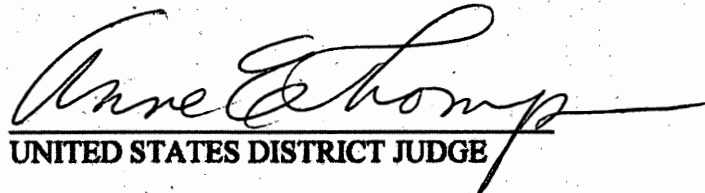
VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: Oct 1 2015


UNITED STATES DISTRICT JUDGE

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

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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;
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 “SIMON L. BERNSTEIN AMENDED
AND RESTATED TRUST AGREEMENT” DATED
JULY 25, 2012;
JOHN AND JANE DOE’S (1-5000).

**AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE
ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN IN ALL
FIDUCIAL CAPACITIES ON THE COURT’S OWN INITIATIVE – FLORIDA
TITLE XLII 736.0706**

COMES NOW, Eliot Ivan Bernstein (“Eliot”) or (“Petitioner”), PRO SE, as
Beneficiary and Interested Party both for himself personally and Guardian for his three minor
children (who may also be Beneficiaries and Interested Parties of the Estates and Trusts of
Simon Bernstein (“Simon”) and Shirley Bernstein (“Shirley”), and hereby files this
AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND

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**“AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES
AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN IN ALL FIDUCIAL
CAPACITIES ON THE COURT’S OWN INITIATIVE – FLORIDA TITLE XLII**

736.0706” and in support thereof states, on information and belief, as follows:

736.0706 Removal of trustee.—

- (1) The settlor, a cotrustee, or a beneficiary may request the court to remove a trustee, **or a trustee may be removed by the court on the court’s own initiative.**
- (2) **The court may remove a trustee if:**
 - (a) The trustee has committed a **serious breach of trust;**
 - (b) The lack of cooperation among cotrustees substantially impairs the administration of the trust;
 - (c) Due to the **unfitness, unwillingness, or persistent failure of the trustee to administer the trust effectively, the court determines that removal of the trustee best serves the interests of the beneficiaries;** or
 - (d) There has been a **substantial change of circumstances** or removal is requested by all of the qualified beneficiaries, **the court finds that removal of the trustee best serves the interests of all of the beneficiaries and is not inconsistent with a material purpose of the trust, and a suitable cotrustee or successor trustee is available.**
- (3) Pending a final decision on a request to remove a trustee, or in lieu of or in addition to removing a trustee, the court **may order such appropriate relief under s. 736.1001(2) as may be necessary to protect the trust property or the interests of the beneficiaries.**

History.—s. 7, ch. 2006-217.

1. That Eliot hereby incorporates by reference in entirety all pleadings before the Court to remove Theodore filed by Creditor Stansbury’s counsel and Eliot in this Motion for the Court to review in making its decision on its own initiative to remove Theodore.
2. That Eliot has filed this amendment and the Court in prior Orders recently issued did not Deny the prior motions and only denied other motions filed in the same pleading, therefore please accept this Amended pleading in so ruling on this matter.
3. That Eliot states that this Motion to Remove Theodore Bernstein as a fiduciary in the Estates of Simon and Shirley Bernstein must be ruled on by this Court before any other matters filed by the

alleged Trustee Theodore and his Attorneys, John Pankauski, Esq., Alan B. Rose and John Morrissey are heard for they may all soon be removed from the record if the fiduciary capacities of Theodore are wholly revoked for good and just cause presented already to this Court.

4. That because it serves Theodore and Alan best to avoid these UPCOMING AND NEXT TO BE HEARD hearings to remove Theodore and thereby Alan and they have already moved to try and prevent the Creditor's counsel Peter Feaman, Esq. from arguing for Theodore's removal, despite Feaman's knowledge of alleged criminal misconduct and more by Theodore that he is required under the Florida Bar rules to report to this Tribunal any misconduct of any Fiduciary that he is aware of, especially criminal and which he has already done in yet unheard motions. This Court in the August 19th 2014 hearing heard arguments on blocking Feaman and stated that more time was needed by the Court to determine if Feaman could argue the Motion to Remove Theodore.
5. This tactic was to attempt to force Eliot as a Pro Se litigant to argue the Motion to Remove where they would have more chance of somehow surviving and if the Court precludes Feaman's Motion to Remove Theodore, Eliot is asking this Court under Section 736.0706 to act first **on its own initiative** based on all the reasons contained herein, those stated in the Feaman and Eliot filings and from its own knowledge and evidence from the proceedings thus far to REMOVE Theodore instantly in the ESTATES AND TRUSTS OF SIMON AND SHIRLEY COMPLETELY and perhaps finally read him his Miranda Rights and stop the pain and suffering he is causing to everyone, including this Court.
6. That Feaman acting as an Officer of this Court and Counsel to the Creditor is obligated to report any MISCONDUCT of a fiduciary that he has knowledge of to the proper tribunal and authorities so the Court's recent decision to block him from arguing for the removal of Theodore and

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making his knowledge of these most serious breaches, including possible theft of estate assets under the fiduciaries control and more, seems to contradict and block his obligation to argue and bring forth his knowledge of these breaches and possible criminal acts as required by Attorney Conduct Codes, Law and morals.

7. That if the Court cannot remove Theodore based on these solid reasons Eliot will then move to remove Theodore and have his hearings heard but there appears and insurmountable amount of evidence to cause Theodore's instant removal without the Court burdening Eliot or any other party with further costly abusive hearings to accomplish this and act on the Court's own initiative to protect the beneficiaries and creditor from further harms.
8. That the delay in hearing to remove Theodore can no longer be allowed by this Court, as Peter Feaman, Esq. stated on the record in the August 19th 2014 hearing, he had to schedule the hearing that day to attempt to have Your Honor to force opposing counsel to schedule the LONG OVERDUE hearing to remove Theodore, due to as stated on the record, opposing counsels, Alan and others failing to cooperate in rescheduling the hearings to remove Theodore. This is an Emergency as it also involves assets of the Estate of Simon recently discovered missing and unaccounted for.
9. That as Your Honor will recall, Eliot too had similar problems with the cooperation of opposing counsel in attempting to schedule his hearings to remove Theodore that led to hearings in which Your Honor forced the hearings to be scheduled and opposing counsel to cooperate and we can continue to expect NO COOPERATION from opposing counsel as this again benefits Theodore and Alan and keeps them in Dominion and Control of the Estate of Shirley and Trusts of Shirley and Simon illegally, despite their knowing they are not legally qualified any longer to be

Fiduciaries in any capacities in the Estates and Trusts of Shirley and Simon.

10. That these delays are not only leading to serious breaches that endanger the future of minors but now are alleged to be allowing assets of the Estate of Simon to be stolen off with and unaccounted for in violation of Court Order for re-inventorying.
11. That Theodore and his lawyers (all 6 of them thusfar) will not act in the interests of the beneficiaries that are pursuing him for Breaches and who have filed actions with State and Federal, civil and criminal authorities for his involvement in a series of frauds with some already proven and admitted to and a whole host more under ongoing investigations and proceedings.
12. That assets have been alleged stolen from the Estates and Trusts, including in the Illinois Federal Breach of Contract lawsuit that Theodore is the Plaintiff in, working against the interests of the Estates and Trusts beneficiaries to directly profit himself. That case is also filled with allegations against Theodore for Fraud on a Federal Court, Insurance Fraud, Fraud on the Beneficiaries and Creditor fraud, in a lawsuit he filed as an ALLEGED TRUSTEE of a trust he claims is missing and lost, that he has never seen a copy of and NO COPIES EXECUTED exist.
13. There is evidence that personal properties of Simon alleged to be worth millions of dollars are not where the Trustee and Alan stated to this Court, which led to the Court Order for re-inventorying at Simon's residence of the assets. That there are now statements made by Donald Tescher under sworn deposition and by Alan who was deposing him that directly contradict those statements made to the Court of where the assets are and the Court Order has been violated by Theodore to evade the inventory being done.
14. That Theodore was centrally involved with his Attorneys at Law, Tescher and Spallina, in the frauds that benefited him the most in Shirley and Simon's Trusts and Estates and also now is

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN

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under ongoing investigations for these illegal distributions he and others made knowingly and for other alleged criminal misconduct in both the Estates and Trusts of Simon and Shirley.

15. That Alan Rose emailed the Creditor's counsel Feaman to release his clients hold on some of the funds in the Simon Trust that he has interests in to make Welfare Payments to Eliot's family.

The Creditor's counsel Feaman simply asked Alan to provide an accounting of the Trust by the Alleged Trustee Theodore to agree to that but Alan refused to give him one and this Court should take Judicial Notice that **NO ACCOUNTING HAS BEEN PROVIDED TO ANY**

BENEFICIARY or OTHER PARTY FOR FOUR YEARS NOW in the Trusts of Shirley and Simon and the Estate of Shirley. The one accounting provided in the Estate of Simon by Court Order on removal of the former disgraced Fiduciaries has now been challenged by Eliot, the Creditor, the Curator Benjamin Brown and the new PR, Brian O'Connell in ENTIRETY as it wholly does not comport with generally accepted accounting principles as required under law.

16. That the Creditor's counsel, Peter Feaman, Esq. requested the accounting simply to prove that what Alan was claiming regarding the deficiency in the Trust to meet his claims were true, in efforts to try and help Eliot and his children. As the Court will note, this was a wonderful act of angelic kindness by Feaman and his client and close personal friend of Simon's, William Stansbury, where both are abhorred by the conduct of Theodore et al. and have so stated to the Court in their motions filed, claiming that Eliot is the only family member who has acted with unmoving integrity in the face of the hardships placed on him and his minor children and even recommended him in their pleadings to be the next successor Fiduciary. They were willing to reduce their interest in the trust by the Saint Andrews School amount due and this INTEGRITY is the reason Eliot believes that before all the Fraud and Forgery done in the dispositive

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documents, William Stansbury was who Simon elected as PR and Trustee.

17. That Simon's ALLEGED Trust has had NO ACCOUNTING PROVIDED TO ANY BENEFICIARY FOR TWO YEARS NOW and since Theodore has allegedly become the Successor Trustee, which is being challenged by Eliot in unheard Petitions and Motions before the Court, he has still failed to provide statutorily required and requested accountings to the beneficiaries.
18. That the ALLEGED 2012 Will and Trust of Simon that replaces Stansbury and attempts to change the beneficiaries (again to benefit Theodore primarily) have been found by the Governor Rick Scott's Office to be IMPROPERLY NOTARIZED, making them legally insufficient, along with several other problems making them legally void as pled in prior Petitions and Motions yet unheard since May of 2013. The improper notarizations of these documents was done by Theodore's personal assistant and are similar to problems with forged and fraudulently notarized documents already proven to have been posited with the Court by Theodore's former counsel Tescher & Spallina, P.A. now removed from these proceedings for admitting altering trust documents and whose notary was arrested for fraudulently notarizing documents and who admitted to forging SIX peoples names, including the Simon POST MORTEM.
19. That the Frauds on the Courts and the Estates and Trusts beneficiaries, interested parties and creditors run between both Simon and Shirley's Estates and Trusts in efforts to change beneficiaries Post Mortem and used by Theodore and his six or seven lawyers to seize Dominion and Control illegally and attempt to alter documents to benefit their client Theodore and his sister Pamela who are completely DISINHERITED from the Estates and Trusts. Theodore has no real interest in these matters and has created with his lawyers a mass of problems for the

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Beneficiaries, Interested Parties, Creditors, State and Federal Investigators and this Court.

20. The time is ripe to instantly remove Theodore and since this Court has blocked recently the Creditors counsel from arguing to remove Theodore on some technicality and Eliot is Pro Se and all the Creditor and Eliot's arguments are before the Court in numerous pleadings over the last year, Eliot is requesting that this Court determine the outcome to prevent further and ongoing crimes and cover-ups from occurring with Theodore allowed to be a reckless fiduciary by this Court.
21. That this Court may recall that it denied Eliot's Motion for Emergency Hearing filed in May 2013 and stated it was "ORDERED AND ADJUDGED that said Motion is hereby DENIED as an Emergency, the moving party is directed to address said Motion in the ordinary course" and where due to delay after delay in these proceedings with intent, it was finally being scheduled to be heard next, after the Motions to Remove Theodore as agreed by the Court, after months and months of trying to schedule it with opposing counsel.
22. That Eliot Bernstein states that Theodore is acting knowingly and ILLEGALLY as alleged Successor Trustee of the Simon Bemstein alleged Amended and Restated Trust, in violation of the terms of the Trust, which such terms explicitly exclude Theodore by name from acting as Trustee and therefore these pleadings he is filing is Simon's Trust are all PROHIBITED.
23. That the first question this Court must answer before considering ANY pleadings of Theodore in the Simon Trust is if he is acting with legal authority or if he has hijacked this position and these proceedings right under Your Honor's nose in violation of the terms of the Trusts and for other good and just reasons that now preclude him from being a fiduciary further.
24. That Theodore has illegally been anointed by the former removed and resigned Trustees, Tescher

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and Spallina, in a Successor of Criminals scheme that violates the very terms of the Trust that PROHIBIT TED EXPRESSLY FROM ACTING IN ANY FIDUCIARY CAPACITY.

25. That if Theodore has become Successor Trustee of the Simon Trust by fraudulent appointment, he should be removed and for many other reasons as well. First, Theodore is ineligible under the very terms of the ALLEGED Simon Trust to serve as successor trustee. Article IV, Section C. (3) (Page 16) of the ALLEGED Simon Trust states:

C. Appointment of Successor Trustee

3. A successor Trustee appointed under this subparagraph **shall not be a Related or Subordinate Party of the trust.** (emphasis added)

26. That Theodore further was **specifically** disqualified to be a Successor Trustee by the terms of the ALLEGED Trust. Another provision of the ALLEGED Trust also disqualifies Theodore. Article III E(1) states:

Notwithstanding the foregoing, **for all purposes of this Trust and the dispositions made hereunder,** my children, **TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN,** shall be deemed to have **predeceased me ...** " (emphasis added)

Therefore, by the very language of the Alleged 2012 Amended and Restated Trust, Theodore Bernstein is disqualified by this provision to serve as Successor Trustee or in any capacity, as Ted is considered dead for all purposes of the Trust and the dispositions made thereunder and therefore Theodore is acting illegally knowing he cannot serve in any fiduciary capacity.

27. That if the ALLEGED 2012 Amended and Restated Trust is ruled legally invalid due to fraud and improper notarizations as pled to this Court and under ongoing investigations and the 2008 Trust of Simon is reverted to, Theodore will again remain wholly disinherited along with his lineal descendants, as they are in Shirley's IRREVOCABLE Trusts as it stands now and that

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language from the 2008 Simon Trust is as follows;

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.**

Under the 2008 Simon Trust, Eliot and his lineal descendants are Beneficiaries of Simon's Trust, as it would be the same Beneficiary Class as Shirley (Eliot, Lisa and Jill and their lineal descendants) and Theodore and Pamela and their lineal descendants would be wholly excluded, as was the case in Shirley's Trust when she died and the Trust became irrevocable and her Beneficiary Class was established as Eliot, Jill and Lisa and their lineal descendants, who at this time remain the ONLY beneficiaries in the Shirley Trust.

28. That if the 2012 alleged fraudulent documents are legally invalid, Eliot will be a beneficiary of both Estates and Trusts of Simon and Shirley, which was their intent, as stated in their documents prior to all the forged, fraudulent, fraudulently notarized documents were submitted to try and replace Eliot illegally.
29. That the alleged changes to Simon's Wills and Trusts took place allegedly 48 days prior to Simon's sudden and unexpected death. The Governor Rick Scott's Notary Public Division has already confirmed that these documents were improperly notarized. Again, improper notarizations in these proceedings are discovered, this time committed by Theodore's personal assistant, Lindsay Baxley aka Lindsay Giles on Wills and Trusts no less and due to the improper notarizations it cannot now or ever be stated that Simon was present at the signing of these alleged documents at all because she did not so state on the notarization that he was present at all.

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All of the witnesses to the document are involved in the prior criminal Fraudulent Notarizations, Admitted Forged and Altered documents in these proceedings and one has been arrested and convicted.

30. That the Court is aware of the facts and all parties who were involved in the advancement of these frauds and other crimes and torts against the Court and the beneficiaries should have been removed from the proceedings instantly, yet the Court has allowed Theodore and his counsel, Alan, to continue as fiduciaries, defying logic and causing a major OBSTRUCTION OF JUSTICE, since the fiduciary will not act against his own interests to the benefit of the beneficiaries, when the beneficiaries interests in certain cases are attempting to have Theodore and his counsel imprisoned and suing them for millions of dollars. This continuation of Successor Criminals, Theodore and Alan Rose who were involved directly and indirectly in the prior crimes and directly benefited from them, after the Court already accepted resignations from Theodore's other lawyers involved who are similarly under investigation like Theodore and Rose, is ludicrous and further damages the already damaged beneficiaries, interested parties and creditors.

CONFLICT OF INTEREST FROM PROVEN AND ALLEGED CRIMINAL ACTS AND CIVIL TORTS THAT BENEFITED THEODORE AND THAT HE IS THE ALLEGED CENTRAL PARTICIPANT IN

31. That there has been PROVEN FELONY CRIMINAL ACTS in the Shirley and Simon's Estates and Trusts and further allegations of conversion, comingling and theft of assets that are estimated to be crimes that have cost the Beneficiaries, Interested Parties and Creditors already millions upon millions of dollars. There are serious factual FRAUDS and FORGERIES, with certain felony crimes already proven and admitted and ongoing investigations of others in the Shirley

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and Simon Bernstein Estates and Trusts committed by former Personal Representatives, Trustees and Counsel and Theodore.

32. That there are ongoing criminal and civil actions against Theodore and Alan, including but not limited to,

- i. Palm Beach County Sheriff Report – Case No. 12121312 – Alleged Murder filed by Theodore Bernstein
- ii. Palm Beach County Sheriff Report – Case No. 13097087 - Forgery and Fraudulent Notarizations
- iii. State Attorney FL – - Case No. 13CF010745 - Forgery and Fraudulent Notarizations
- iv. Palm Beach County Sheriff Report – Case No. 13159967 - Theft of Assets of Estates
- v. Palm Beach County Sheriff Report – Case No. 14029489 - Continuation of Fraud, Extortion and more
- vi. Jacksonville, Il. Police Department – Case No. #2014000865 – Insurance Fraud - Directed to Federal Authorities.
- vii. Case No. 13-cv-03643 United States District Court – Northern District Il.
- viii. Florida Probate Simon – Case No. 502012CP004391XXXXSB
- ix. Florida Probate Shirley – Case No. 502011CP000653XXXXSB
- x. Heritage Union Fraud Investigation – Case No. TBD
- xi. Florida Medical Examiner – Autopsy Case No. 12-0913 – Filed by Theodore Bernstein
- xii. Governor Rick Scott Notary Public Division – Moran – Case No. Eliot and Simon Bernstein v. Moran
- xiii. Governor Rick Scott Notary Public Division – Baxley – Case No. Eliot and Simon Bernstein v. Baxley

33. That there are hosts of new alleged felonious misconduct, where Theodore Bernstein and his minion of Attorneys at Law again are centrally involved in and directly benefiting from these acts, while providing no benefit to the trusts or beneficiaries.

34. That the prior CRIMINAL FELONY MISCONDUCT committed by Theodore's Counsel, Tescher and Spallina, who were acting as Officers and Fiduciaries of this Court and committed numerous Frauds Upon this Court, now appears to be continuing with Theodore's new counsel and Theodore's new claims that he is a qualified Successor Trustee of the Simon Trusts despite numerous reasons he and his counsel and this Court are aware make him ineligible to serve in any fiduciary capacity in the Simon and Shirley Estates and Trusts going forward.

35. In one instance of the fraud going on in this Court by Theodore and his prior counsel, prior Co-Personal Representatives and Co-Trustees of Simon's Estate, Tescher and Spallina, is that

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documents were submitted to the Court bearing fraudulently notarized and forged signatures of Simon Bernstein on a date after he had passed away and there were fraudulently notarized and there were even forged signatures in the name of Theodore Bemstein himself and Theodore failed as an ALLEGED Fiduciary to notify any authorities until they contacted him and after he had converted monies to his family improperly and more.

36. This Court was apprised of these facts in a hearing conducted September 13, 2013 wherein the Court questioned whether the parties involved in perpetrating the Frauds, including Theodore and his Attorneys at Law, Donald Tescher, Esq., Robert Spallina, Esq. and Mark Manceri, Esq., should be read their Miranda Rights, see Exhibit 2 - Transcript of Proceedings, pages 15 and 16.)
37. That the Attorneys at Law for Theodore whom he introduced to the Bernstein Family, Tescher and Spallina, have now admitted to Palm Beach County Sheriff Investigators to conspiring to altering provisions of the Shirley Bernstein Trust POST MORTEM OF SHIRLEY AND SIMON, see the Sheriff's report fully incorporated by reference herein at <http://www.iviewit.tv/20140131PBSORreport.pdf>, which had the effect of directly benefitting their client, affiliate, friend and business associate Theodore and directly damaging other Beneficiaries, including Plaintiff and led to fraudulent conversion and comingling monies to Theodore using fraudulent documents to make illegal and improper distributions knowingly to improper Beneficiaries, while fully cognizant that there were allegations of Fraud, Forgery and more and that the beneficiaries were alleged improper at that time they committed the conversions.
38. That additionally, Theodore's direct involvement in such criminal activity involving the Estate of Shirley and Simon should disqualify him from serving as Successor Trustee of the ALLEGED

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Simon Trust and disqualify him in any fiduciary capacity whatsoever in the Estates and Trusts of Simon and Shirley.

39. That Tescher and Spallina, upon their removal from these proceedings as both Fiduciaries and Counsel in Simon's Estate, in the wake of the frauds committed to benefit their client Theodore and themselves, then FRAUDULENTLY attempted to transfer Trusteeship to Theodore as their parting gift to these proceedings. This FRAUDULENT transfer of Trusteeship to Theodore when knowing he is a party that was directly involved in and who benefited directly from their fraudulent activities, in a Successor Criminal scheme.
40. That Tescher and Spallina knew Theodore and his counsel Alan who they recruited from the start to aid and abet their schemes would do everything as Successor Criminals to further cover up their crimes and those of Tescher and Spallina through this fraudulent transfer of Trusteeship scheme. Thus began another long and lengthy waste of time trying to get rid of the Successors Criminals and stop their continued fraud, waste and abuse.
41. That this attempted felonious transfer violates the very alleged Simon Trust terms that Tescher and Spallina wrote and this is reason alone for this Court to remove Theodore immediately and sanction all those involved in this felonious attempt to continue the frauds in and upon this Court, the Beneficiaries, Interested Parties and Creditors by attempting such a criminally shady and unlawful transfer of Trusteeship that violates even the very terms of the Alleged Trust and the definition of fiduciary.
42. That Alan has further been retained by Theodore who was only representing him as a Defendant in the Creditor Stansbury lawsuit against the Estate and Trusts prior, to now replace the capacities Tescher and Spallina were abdicating with their withdrawal and removal from all

Bernstein family related matters.

43. That Alan too has been involved and participated in the advancement of the fraudulent schemes to benefit himself and his client Theodore from the start in cahoots with Tescher and Spallina and advancing the fraudulent schemes, again acting opposite the best interests of the Beneficiaries and Creditors et al.
44. That Alan, despite knowing of the Florida Bar Rules against advancing frivolous pleadings and legally devoid and baseless arguments still allows Theodore to continue to act as ALLEGED Successor Trustee, even despite direct and explicit language excluding Theodore from acting in any capacities in the Trusts of Simon.
45. That Alan continues to represent Theodore as the alleged Trustee's counsel despite his knowledge that Theodore cannot serve and yet continues to advance pleadings in this matter that he knows are TOXIC, VEXATIOUS, FRIVOLOUS, MISLEADING AND PROHIBITED BY LAW AND THE TERMS OF THE SIMON TRUST.
46. That it is understandable that they would disregard law to maintain illegally gained Dominion and Control of the Estate and Trusts and as Alan's life too hangs in the balance in these matters, as if Theodore is ousted by this Court in all fiduciary capacities, so goes Alan. Then, the Estates and Trusts can finally begin to ascertain the damages done and begin hunting down those ripe for prosecution and hunting down the missing assets, documents and personal properties. No longer will Alan and Theodore be able to delay, stymie or derail these proceedings and misuse Estate and Trust assets to protect themselves whilst launching harassing campaigns against beneficiaries using their delayed and interfered inheritances against them, including Minor Children, as more fully defined herein.

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**THEODORE HAS BEEN DENIED BY THIS COURT TWO RECENT MOTIONS TO
BECOME A FIDUCIARY IN THE ESTATE OF SIMON**

47. That this Court should take note that Theodore has TWICE attempted to become a fiduciary in the Estate of Simon despite knowing all the reasons he is unfit and further waste the courts time and the Estates and Trusts assets. Theodore's first Petition was to become Curator as Successor to Tescher and Spallina upon their termination and this was rejected on February 19th, 2014 by the Your Honor who stated in the Order, "DENIED, for the reasons stated on the record." This DENIAL was for just and sound reasons by the Court that should have applied to removal of Theodore in any and all fiduciary capacities in both Simon and Shirley's Estates and Trusts that Theodore was acting in already as a fiduciary or seeking nomination to become one.
48. That the second attempt to become a fiduciary of the Estate of Simon was made by Theodore in a hearing held in July 2014 in efforts to become Successor Personal Representative at the replacement of Benjamin Brown as Curator.
49. That he Court however strongly urged Theodore and Alan to WITHDRAW their TOXIC, VEXATIOUS, FRIVOLOUS, PROHIBITED and DOOMED pleading PRIOR to even hearing the pleading.
50. That after considerable waste of this Court, the Beneficiaries, Creditors and everyone's time, effort and monies in a frivolous pleading certain to fail, Alan and Theodore finally WITHDREW the pleading but only after the Court warned them that they would SANCTIONED if they lost for everyone's costs.
51. That the Court's Order dated July 11, 2014 reads, "Ted Bemstein's Petition For Appointment of Successor Personal Representative is hereby ~~DENIED~~ WITHDRAWN. Again, this Court

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suggested such withdrawal of their pleading at the hearing and this SECOND attempt was withdrawn for just and sound reasons urged by the Court and these reasons again should have applied to removal of Theodore in any and all fiduciary capacities Theodore was acting in or seeking nomination for at the time.

52. That for the same reasons the Court has deemed Theodore unfit in now two attempts to become a Successor Fiduciary forward, now constitute the same reasons that should serve for this Court to act on its own Motion under Fla. Stat. 736.0706 to remove Theodore from any/all fiduciary capacities in either the Estates or Trusts of Simon and Shirley, as further discussed herein.
53. That in addition to the fact that the Trust language precludes Theodore from becoming a Successor Trustee in Simon's Trusts, Theodore is further not qualified now or has ever been to be a fiduciary in the Estates and Trusts of both Simon and Shirley, including from a continued pattern and practice of fraudulent activity, breaches of fiduciary duties and more, that include but are not limited to all of the following:

CONFLICTS OF INTEREST AND ADVERSE INTERESTS THAT PRECLUDE THEODORE FROM BEING A FIDUCIARY IN THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY

54. Theodore has adverse interests and conflicts of interest that preclude him from acting as a fiduciary, including but not limited to:
- i. Theodore and his lineal descendants were wholly disinherited in Estate and Trust documents done in 2008 and only allegedly have been included through the use of forged, fraudulent, improperly notarized and legally invalid documents, all alleged to have been done only days before Simon passed. If these alleged 2012 documents and forged and fraudulent documents do not stand up, Theodore and his lineal descendants will be excluded entirely from the Estates and

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Trusts and this puts Theodore in conflict with other beneficiaries and impairs his ability to be impartial due to the conflicts.

- ii. Theodore and his counsel Alan Rose ("Alan") are both further adverse to Eliot Bernstein and his family, as it is through Eliot's Pro Se efforts that Theodore's prior counsel, the fiduciaries of Simon's Estate and Trusts and Alan's affiliates who brought him into these matters, Tescher and Spallina, have been forced out of these proceedings and removed as Fiduciaries and Counsel. Further, there has been an arrest of their employee made and where Eliot is still pursuing Tescher, Spallina, Manceri, Theodore and Alan, with criminal authorities and in state and federal civil actions for their direct involvement and benefit from the frauds, thefts, conversions and comingling of assets and more, severely impairs both Theodore and Alan's ability to be impartial to Eliot and has led to their continued retaliation and extortion of Eliot, as further defined herein. If Theodore is removed as a fiduciary in these matters by this Court and losses his illegally gained Dominion and Control of the Estates and Trusts and his ability to misuse Trust funds for his legal defenses of these actions, he and his Counsel Alan both may land in jail and lose their assets if successfully prosecuted in these matters forward.
- iii. That Theodore and Alan are both Respondents in the probate cases in Shirley and Simon's Estates and Trusts before this Court and are now also Defendants in a related Counter Complaint recently moved to Your Honor, Case #502014CP002815XXXXSB, with allegations that directly relate to these Probate and Trust matters, including; CIVIL CONSPIRACY, CIVIL EXTORTION, THEFT, FRAUDULENT CONVERSION, INTENTIONAL INTERFERENCE WITH AN INHERITANCE/EXPECTANCY, CIVIL FRAUD, BREACH OF FIDUCIARY DUTIES, ABUSE OF PROCESS, LEGAL MALPRACTICE and EQUITABLE LIEN.

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iv. That Theodore is conflicted with the Estates and Trusts sued under the Creditor William Stansbury's lawsuit against the Estate and Trusts of Simon and Theodore Professionally and Personally, as Theodore is the alleged primary cause of the torts claimed by Stansbury and Theodore is the primary Defendant in that action. Despite the possibility that Theodore may have or may, settle(d) his personal capacities with Stansbury, the Estate, the Trusts and the Beneficiaries will still have claims that may seek recovery from Theodore personally for any settlement with Stansbury that uses Simon or Shirley's Trust and/or Estate funds that further damage the Beneficiaries. The Estate and the Beneficiaries may make the claim that Theodore and not the Estates and Trusts are WHOLLY responsible for the torts and damages to Stansbury, as Petitioner is already making that claim and would seek immediate recovery from Theodore and this again makes irrefutable conflicts of interest.

Where evidence shows that Theodore may have benefited solely from the misconduct alleged by Stansbury and new evidence suggests that Simon was unaware that Stansbury had been defrauded by Theodore until approximately six weeks before his sudden and unexpected death. That at that time, Simon and Theodore are alleged to have been at extreme odds with each other, with Simon abandoning his offices with Theodore due to Theodore's extreme anger raged upon Simon by Theodore, his son, that was witnessed by others. Theodore was enraged at his exclusion from the Estates and Trusts and that Simon would not support him in his defense of the alleged bad faith acts against Stansbury.

Stansbury, whom Simon and Shirley loved and trusted, so much so, as to name Stansbury in their 2008 estate plans as the Personal Representative and Trustee over their entire Estates and Trusts, and not Theodore their own eldest son for good and just reasons. Where Stansbury may again be

in those fiduciary capacities if Theodore is successfully removed by this Court and the 2012 Will and Amended and Restated Trust of Simon fails due to the improperly notarized and perhaps forged documents, according to newly discovered 2008 documents of Simon's, including two new 2008 Simon Trusts and a Will, only recently produced by Tescher and Spallina, upon the Court's Order to turn over ALL of their records on their removal, after suppressing and denying these documents from Beneficiaries and this Court for almost two years despite repeated requests by beneficiaries and their counsel.

- v. That Theodore is further conflicted with the Estate and Trust of Simon and the Beneficiaries, Interested Parties and Creditors further due to a lawsuit IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION Case No. 13cv3643, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95 v. HERITAGE UNION LIFE INSURANCE COMPANY, adjudicated by Hon. Judge Amy St. Eve. The lawsuit filed by Theodore acting as Trustee of a NONEXISTENT TRUST is for Breach of Contract that he was advised by Tescher and Spallina et al. that he had no basis to file but Theodore filed anyway using yet another TOXIC, VEXATIOUS, FRIVOLOUS, FRAUDULENT and PROHIBITED pleading, this time acting as a "Trustee" of a NONEXISTENT TRUST that he claims he has never seen. Again Theodore effectuates this criminal illegal legal scheme to convert insurance proceeds into his own pocket is aided and abetted by his minion of Attorneys and this Fraud is now upon a Federal Court and as that crime attempts to remove an asset of the Estate of Simon out the back door, this is yet another Fraud on this Court that Theodore is smack in the middle of costing the Estates and Trusts time, monies and attorney fees, while providing no benefit to the Estates, Trusts and

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Beneficiaries. Theodore has paid Tescher and Spallina from Estate and Trusts assets to remove this insurance asset from the Estate where he and sister Pamela would get none of it and thus they tried this costly scheme and fraud on a federal court to convert it into he and his sister Pamela Simon's pockets, instead of their very own children.

It should be noted that remarkably, Theodore in a January 28, 2014 police interview stated to Palm Beach County Sheriff Investigators, "Ted confirmed that **he did not make any decisions in relation to Simon's insurance policy generated out of Chicago, Illinois [emphasis added]**."

However, Theodore is actually the Plaintiff that filed the lawsuit in 2012 trying to claim the insurance proceeds through the illegal Breach of Contract legal action, which puts Theodore again directly in conflict with the Estate Beneficiaries. If that baseless lawsuit fails, the Estate would receive the benefits due to the fact that no beneficiary can be found at the time of death.

The Court is already well aware of this lawsuit and has recently allowed the Personal Representative and Counsel to represent the Estate in that matter, again after over a year and half that the Estate was blocked from entry in the case to represent the Estates interest in the insurance proceeds by Tescher and Spallina, who were representing Ted initially in the Breach of Contract Lawsuit and are alleged to have made a FRAUDULENT INSURANCE DEATH BENEFIT CLAIM that led to the alleged breach.

That it should be noted that several weeks before filing the FRAUDULENT Breach of Contract Lawsuit, Robert Spallina filed an Insurance Death Benefit Claim as the Trustee of the same LOST trust that he claims to have never seen or possessed and this claim was DENIED by the carrier as Spallina could not prove his alleged beneficial interest as the alleged Trustee of a LOST Trust he claimed to the carrier not to possess. The DENIAL OF THE CLAIM led to

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Theodore then claiming he was now the “Trustee” of the LOST Trust he never saw and in such IMAGINARY FIDUCIARY CAPACITY filed the Breach of Contract lawsuit against Heritage for their failing to pay on Spallina’s DENIED and FRAUDULENT INSURANCE CLAIM.

Again, this insurance scheme inures benefits directly to the pocket of Theodore and his minion of counsel and where again, it is Theodore that is completely disinherited from both the 2008 and 2012 Estates and Trusts of Simon and Shirley (not Eliot as Alan repeatedly tries to sell this Court). Without this fraudulent insurance scheme to convert the insurance proceeds from the Estate of Simon’s Beneficiaries and Creditors, Theodore would receive nothing. These conflicts of interest further demand Theodore’s removal from these proceedings in any/all fiduciary capacities he has or alleges to have in both Simon and Shirley’s Estates and Trusts.

- vi. That further disqualifying Theodore from acting as fiduciary are further statements he made to PBSO investigators and this Court that show that he is perjuring himself and unfit to serve as a fiduciary and conflicted with these matters, whereby according to the PBSO Supplemental Report,

“TED STATED THAT HE DID NOT READ ALL OF SHIRLEY’S TRUST DOCUMENTS [EMPHASIS ADDED] and that Spallina and Tescher told him several times how Shirley’s Trust was to be distributed. **TED SAID THAT HE DID READ IN THE DOCUMENTS WHERE THE 10 GRANDCHILDREN WERE TO RECEIVE THE ASSETS FROM THE TRUST [EMPHASIS ADDED]**. He said that he did issue a partial distribution to the seven of the 10 grandchildren.”

Spallina stated to PBSO investigators that “SPALLINA STATED THAT AGAINST HIS ADVICE, A DISTRIBUTION WAS MADE FROM ONE OF THE TRUSTS AFTER SIMON'S DEATH. HE STATED THAT HE ADVISED AGAINST THIS...” and later states “SPALLINA

REITERATED THAT TED WAS TOLD TO NOT MAKE DISTRIBUTIONS.”

That Theodore could not have read as he claims, language in the 2008 Shirley Trust (that he also claims not to have read?) that the grandchildren were to receive the assets from the Trust, as that language is NOT in the Trust anywhere at all. The only Beneficiaries defined in the Shirley Trust are Eliot, Jill and Lisa and their lineal descendants, as Theodore and Pamela and their lineal descendants are considered predeceased as evidenced already herein.

That the only possible way Theodore could have read in the Shirley Trust documents that the 10 grandchildren were to receive benefits, is if he would have read the newly alleged FRAUDULENTLY CRAFTED “Second First Amendment to Shirley’s Trust,” the very Trust document Spallina states to PBSO that he fraudulently altered for Shirley POST MORTEM by two years in January 2013. This fraud achieved allegedly by Spallina altering an alleged “First Amendment to Shirley’s Trust” whereby the altered document then fraudulently attempted to include the 10 grandchildren in Shirley’s Trust fraudulently.

The problem for Theodore here is also that he claims to PBSO in that same Supplemental Report,

“Ted said that he not spoken to Spallina about his withdrawing from being the attorney for the trusts, but that he did speak with Tescher. He said that Tescher told him he had been made aware of a fabricated document that was potentially problematic for the Estates [referencing the Second First Amendment]. He said that Tescher told him that Spallina created the fabricated document and it essentially impacted the ability for Simon to distribute funds to all 10 grandkids. Ted said that Tescher told him that he had only recently become aware of this document, approximately three weeks from today (01/28/14).”

Again, Theodore made the distributions in Sept 2013 to the 10 grandchildren before learning of the altered document, which directly contradicts his own prior claims and his illegal actions in

distributing the funds to knowingly improper parties.

Theodore then wrote to Eliot further contradicting his statement that he saw language allowing him to make distributions in Shirley's documents to the grandchildren that does not exist and where he claims again not to have known of the altered document until way after his distributions by stating to Eliot,

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, **January 14, 2014[emphasis added]** 5:23 PM
To: Eliot Bernstein (iviewit@gmail.com)
Subject: Update

Eliot,

You may have received a letter or email from Don Tescher today. Late last week I learned of **shocking developments concerning mom and dad's planning documents that were prepared by their counsel at the time [Ted fails to state they were his counsel too at the time]. In light of what I have learned,[emphasis added]** I will be obtaining new counsel, as Trustee and PR. Things are still unfolding. As a courtesy to you, please let me know if you would like to arrange a meeting with me and my counsel in an effort to bring you up to speed.

Sincerely,

Ted

Spallina then tells PBSO investigators in the already exhibited herein report,

Spallina told me that he and his Partner had discussions reference to fulfilling Simon's wishes of all 10 grandchildren receiving the benefit from both Simon and Shirley's Trust...

That Spallina said that **they** [referring to he and his partner Tescher] 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 [Christine Yates of the most respectable Tripp Scott law firm that represented Eliot and his children and cost them over \$50,000.00 to chase around fraudulent documents sent to her and more]. The change that number two made to the trust, amended Paragraph E of Article III, making it read that only Ted and Pam were considered predeceased, not their children. He said the original trust states that Ted, Pam and their children are deemed predeceased. Spallina said he did this at this office in Boca Raton, Florida. He said that no one

else took part in altering the document.

So if Spallina sent this document to Yates in January 2013 and did not confess to it until January 2014 to PBSO investigators, how could Theodore have seen language in Shirley's Trust documents that would have allowed him to make distributions to 10 grandchildren on or about September 16, 2013, when even Ted claims he did know about the "Second First Amendment" until January of 2014.

That for Theodore's admitted **failure to even read** Shirley's Trust documents as stated to Palm Beach County Sheriff Investigators and then acting as the alleged Trustee and making fraudulent distributions upon language that does not exist, this Court should sanction and remove him instantly for this reckless, wanton and grossly neglect behavior.

This breach has led to fraudulent conversion and comingling of assets to profit Theodore and his six or seven lawyers directly and in fact use trust and estate funds for counsel and fiduciaries to advance and effectuate these fraudulent schemes that benefit both he and his counsel at the expense of the Beneficiaries and Creditors. Now Theodore tells lie after lie to various authorities attempting to cover up the crimes and further mislead the Court and others, which is outrageous conduct for an alleged fiduciary that is supposed to be held to a higher standard not a lower standard for their actions.

That Theodore further stated to PBSO investigators in contradiction to Spallina's prior exhibited statement herein where Spallina states he told Theodore to NOT make distributions that "He [Theodore] stated that Spallina told him it was OK to distribute the funds." That this contradiction of statements to investigators puts Theodore in direct contradiction with his own counsel's statements and shows that irrefutably, Theodore is now adverse to other beneficiaries

who are claiming the distributions were illegal conversions and a comingling of funds to improper parties and thus how can he now be impartial forward under Florida Statute 736.0803, where his actions as an alleged fiduciary may benefit his children at the expense of other beneficiaries in both the Estates and Trusts of Simon and Shirley.

ACCOUNTING VIOLATIONS BY THEODORE AS ALLEGED FIDUCIARY IN THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY – FLORIDA STATUTE 736.0813 DUTY TO INFORM AND ACCOUNT

55. That Theodore and his predecessors Tescher and Spallina have all failed to follow the very Terms of the Trusts he operates under, The Trust Code and Florida Probate Rules and Statutes, that all require a duty of accounting to beneficiaries.
56. To date, Theodore, nor Spallina and Tescher have ever sent any required accountings or administrative information for the trusts they claim to be trustees of to the beneficiaries, yet all have had several open checking accounts that they have administered freely with no supervision or accountability using them as their own personal accounts and reporting to no one in violation of statutes and law.
57. That Theodore has refused to turn over multiple trusts in the Estate and Trusts of Simon and Shirley and where Eliot still to this date is missing several of these important dispositive documents.
58. Theodore refuses to provide financial information of transactions he has done or any accountings despite repeated requests and therefore breaches all duties of loyalty and accounting under the terms of the trust.
59. THEODORE is self-dealing, converting and co-mingling trust funds and uses trust funds for his own personal use. Petitioner has reasons to believe THEODORE and others he has recruited to

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the Estates and Trusts as either counsel or as Fiduciaries, in coordinated efforts are stealing Trust and Estate assets, failing to give accountings, suppressing and denying Trust documents, altering Trust and Estate documents and the Beneficiaries and Creditors need immediate relief from this Court by removing Theodore on the Court's own motion as required by law and appointing a qualified independent Trustee to marshal the assets and guarantee the terms of the trust are carried out in a non-conflicted and non-vindictive fashion against those Theodore and Alan are adverse to. No accountings have been provided for the Simon Trust for two years and in Shirley's Estate & Trusts for almost four years and Beneficiaries have been denied this information as part of the overall fraud and looting of the Estates and Trusts. Petitioner has requested accountings that are due to him under the terms of the Trusts, upon request, annually and when the PR and Trusteeship have changed according to Statute. There have been NO Annual accountings provided, NO requested accountings provided and NO accountings at the change of trusteeship by Theodore or the former removed Fiduciaries and Counsel in these matters in violation 736.0813 and 733.604.

736.0813 Duty to inform and account.—The trustee shall keep the qualified beneficiaries of the trust reasonably informed of the trust and its administration.

(1) The trustee's duty to inform and account includes, but is not limited to, the following:

(a) Within 60 days after acceptance of the trust, the trustee shall give notice to the qualified beneficiaries of the acceptance of the trust, the full name and address of the trustee, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.

(b) Within 60 days after the date the trustee acquires knowledge of the creation of an irrevocable trust, or the date the trustee acquires knowledge that a formerly revocable trust has become irrevocable, whether by the death of the settlor or otherwise, the trustee shall give notice to the qualified beneficiaries of the trust's existence, the identity of the settlor or settlors, the right to request a copy of the trust

instrument, the right to accountings under this section, and that the fiduciary lawyer-client privilege in s. 90.5021 applies with respect to the trustee and any attorney employed by the trustee.

(c) Upon reasonable request, the trustee shall provide a qualified beneficiary with a complete copy of the trust instrument.

(d) A trustee of an irrevocable trust shall provide a trust accounting, as set forth in s. 736.08135, to each qualified beneficiary annually and on termination of the trust or on change of the trustee.

(e) Upon reasonable request, the trustee shall provide a qualified beneficiary with relevant information about the assets and liabilities of the trust and the particulars relating to administration.

60. That Theodore upon accepting the PROHIBITED fiduciary capacity of ALLEGED Successor Trustee from Tescher via the Fraudulent Transfer of Trusteeship has failed to provide an accounting for the Trust since January 2014 and Tescher similarly failed to produce ANY Trust accountings while he was the ALLEGED Trustee.
61. That Theodore upon allegedly accepting his Letters of Administration most amazingly granted to him by Your Honor while there were serious allegations of breaches and criminal misconduct before the Court, in October 2013, has failed to provide an accounting when he became Successor PR of Shirley's Estate in violation of statutes and law. It should be noted that no FINAL ACCOUNTING of the Estate of Shirley was ever completed by Simon due to fraudulent and forged waivers being submitted and other closing documents filed by Simon while he was dead for four months and so NO ACCOUNTINGS have ever been done in Shirley's Estates and Trusts, in violation of Probate and Trust Rules and Statutes.

BREACHES OF FIDUCIARY DUTIES BY THEODORE IN THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY

62. On January 28, 2014, THEODORE, in the already Exhibited PBSO report admitted to PBSO investigators regarding distributions that he made that he had never read the Trust documents in full, "Ted stated that he did not read all of Shirley's Trust documents and that Spallina and

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Tescher had both told him several times how Shirley's Trust was to be distributed.”

63. However, Spallina stated to PBSO, “Spallina reiterated that Ted was told to not make distributions.” Then Theodore stated, “Ted stated that Spallina told him it “was OK to distribute the funds.”

THEODORE however states in various emails produced by his counsel Tescher and Spallina in the Court Ordered production upon their termination that he had in fact read the trust document “carefully.” From an alleged email dated October 25, 2013, months prior to his statements to PBSO that he had not read the Shirley Trust and only followed the advice of counsel we find Theodore again contradicting himself when he states,

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]

Sent: Friday, October 25, 2013 7:34 PM

To: Robert Spallina

Subject: RE: Withdrawal Activity Report

Good news is that on quick glance, all looks kosher but Deborah and I will tie everything out over the weekend. Bad news is that there is a steadily increasing amount of money being wasted on Eliot related matters. Once we get past Monday, I want to meet with you about my damages that I have incurred as a result of my role as trustee. I have read through the document carefully [emphasis added] and I have important questions and concerns about doing some things to counter the affects and I feel that there is time sensitivity involved. I hope Kim is doing as best as can be expected [this statement regarding Kimberly Moran and Eliot having her arrested by PBSO for fraudulent notarizations and admitted forgery]. I'm available over the weekend if you need me.

Ted

There are multiple ongoing investigations into felony criminal misconduct involving Theodore and Alan, including but not limited to, Frauds, Insurance Fraud, Fraud on a State and a Federal Court, Bank Fraud, Theft of Estate and Trust Assets of Simon and Shirley totaling millions of dollars, Falsifying Documents, Criminal Breaches of Fiduciary Duties and more, all relating to Simon and Shirley's Estates and Trusts and those who have administered them from the start.

64. That the next Breach of Fiduciary duties by Theodore is a direct attack on Eliot's three minor

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children and retaliation by Theodore and Alan against Eliot, whereby Theodore alleges the three minor children of Eliot's are Beneficiaries of the Shirley and Simon Trusts that he alleges to be Trustee for. In a sophisticated attempt to destroy their educational futures that were long planned and paid for by Simon and Shirley and as part of an extortive effort to get Eliot to participate in taking knowingly illegal distributions again, in the same manner he and Tescher and Spallina did, a new recent attempt was launched using the children as pawns this time with Theodore and Alan.

65. That Eliot contacted the alleged Trustee Theodore on July 25, 2014 for a Welfare Payment according to the terms of the alleged Trust as defined herein, which provides for distributions for schooling and requested a simple yes or no answer so that he could notify St. Andrew's school, who had notified Eliot that on August 09, 2014 his children would lose their enrollments for school for the 2014-2015 year for past due balances owed and current tuition due.

66. That the children have been in St. Andrew's school throughout most of their lives and which was contracted and paid for entirely by Simon and Shirley while they were alive and provisions were made to continue after their deaths that have been interfered with to cause this calamity with intent. Greater detail of this extortive attempt and fraud can be found in Eliot's recently filed Motion for Interim distributions filed in both Simon and Shirley's Estates and Trusts. See Motion for Interim Distribution @

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140815EMERGENCYMOTIONFORINTERIMDISTRIBUTIONS.pdf>

67. That despite knowing of the illegal distributions already made using the fraudulent documents and schemes to alter Shirley's Beneficiary Class by Tescher and Spallina, Alan now tried to get

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Eliot to take illegal distributions, this time by extorting him using his children's school tuition as the basis of the extortion play or pay this time and tried to keep the extortive attempt secreted from this Court and others by misleading Eliot with misstated and misquoted statutes regarding Settlements.

68. That even other Attorneys at Law that Alan attempted to recruit into this scheme are catching on to his schemes, as illustrated in the Creditor Stansbury's counsel, Peter Feaman, Esq.'s letter to Alan in response to his request to have the creditor release his hold on the assets in Simon's Estate and Trusts, since Eliot would not again partake in the fraudulent distribution scheme under Shirley's Trust, see Exhibit 3 - Feaman Letter to Alan. Whereby Feaman states after requesting an accounting from Alan of the alleged Simon Trust to confirm his claims about how little was left in the Trust and then being denied a copy, Feaman states to Alan,

My client tells me there are numerous witnesses who know that it was Simon's intent to provide for the St. Andrews schooling for Eliot's children. Heck, the house he bought for Eliot is within walking distance of the school! Whatever differences there are between Ted and Eliot, **the grandkids should not be used as pawns.** There is money to pay for the grandchildren's education. Stop playing games and get this done. At the end of the day, an adjustment can be made if necessary, **but stop putting the kids in the middle [emphasis added].**

69. That once Theodore and Alan could not get Eliot or Feaman to participate in their renewed extortive schemes and play be Alan's rules, Theodore then failed as an alleged Fiduciary to respond to Eliot's repeated request for a simple yes or no answer to the Welfare Payment, in order to notify the school of their decision and make preparations if necessary to relocate the children. No timely reply was given (talk about uncooperative) and they allowed the due date to pass and the children to lose their enrollments and enacted a new series of schemes to cover up

their new breaches.

70. That once they failed with scienter, in an attempt to cover up their breach of duties and failure to pay under the terms of the Trusts of Simon and/or Shirley, they then claimed they need all kinds of stipulations now from this Court to make any payment and stated they were seeking a Court Order to make the payments, which of course they have never did and so enrollment was compromised.
71. That instead of the promised Court filing to get the requested Welfare Payments, in efforts to now recruit the Court to aid and abet in the coverup of their breaches, they instead filed a Contempt Motion against Eliot, to act as if Eliot has somehow prevented them from making the Welfare Payments to keep the children in school and are using this new ABUSE OF PROCESS and TOXIC, VEXATIOUS, FRIVOLOUS, COSTLY, EXTORTIVE pleading as an excuse for failing to act in a timely manner.
72. This breach of duties resulting in MASSIVE DAMAGES THEY HAVE NOW CAUSED TO THREE MINOR CHILDREN'S FUTURES. In fact, it appears they intentionally created these delays through this new Fraud on the Court to have Eliot take "distributions fraudulently to unknown and improper beneficiaries as Theodore et al. had already done, despite admitting to the Court in hearings repeatedly that they are unsure who the beneficiaries are in the Shirley Trust at this time due to the Fraud. In an email of Alan's dated August 01, 2014 he states that the Trustee does not Object to "Payment from the Trust Funds", whereby Alan states,

As Trustee, **Ted has no objection to making a payment from the Trust funds to St. Andrews School for each of Eliot's three kids [emphasis added]**, so long as (i) the Court enters an order directing and authorizing such payment, with the approval of a guardian ad litem if the Court decides to appoint one, and also holding the Trustee

harmless for complying with such order and requiring repayment if needed; (ii) the payment for each child will reduce the amount to be distributed to that child's trust and with Eliot agreeing that if it is ultimately decided that the payments were to go to him and not his childrens' trusts (which we believe is not the case), then these same payments would count against Eliot's distribution; and (iii) each of you has the opportunity to be heard by responding to the email or by appearing in court."

73. That the Court should note that in that language Alan refers to the disbursements as PAYMENTS not DISTRIBUTIONS as he then tried to put into the proposed agreement he drafted where he consistently peppered the document with the word distributions, despite Your Honor on the record at the hearing telling him they were PAYMENTS not distributions.
74. Then Theodore and Alan filed yet another TOXIC, VEXATIOUS, FRIVOLOUS, COSTLY and MISLEADING Construction of Trust motion, recently filed in now a separate hearing to make it look like they could also not make the Welfare Payments without this Court's Order and a reconstruction of the Shirley Trust and to have this Court somehow now reconstruct Shirley's Irrevocable Trust to fit the crimes they already have committed in knowing violation by taking "distributions" to knowingly improper beneficiaries of that Trust with scienter. Yes, Alan and Theodore, who aided and abetted the prior frauds and benefited directly from them, now want to have this Court reconstruct Shirley's Trust four years later to attempt to make the illegal "distributions" Theodore made with others knowing they were improper no somehow legal.
75. That Alan claims they cannot make Welfare Payments without Eliot taking them as knowingly improper "distributions" to beneficiaries that have not been resolved by the Court and are currently admitted by all parties to be unknown.
76. That their claims that Welfare Payments cannot be made and must be made as knowingly

ILLEGAL “distributions” despite the fact that at the present time there are no legally qualified beneficiaries known to make legal distributions too are untrue.

77. That Donald Tescher stated in a letter dated, December 26, 2013, “Ted as trustee of Shirley's trust did make some partial distributions and that issue was also addressed at the first hearing where Judge Colin again addressed Eliot on the proper course of action. [KEEP IN MIND THAT WHEN THE COURT FIRST ADVISED ELIOT TO TAKE THE FUNDS YOUR HONOR WAS UNAWARE THAT THEY WOULD BE FRAUDULENT AND WHEN DISCOVERING THAT OUT THEN STATED WHEN ASKED BY ELIOT TO GIVE HIS LEGAL BLESSING TO THE ACT OF COMMITTING FRAUD, YOUR HONOR WOULD NOT BLESS THEM AND GIVE ELIOT PROTECTION.] Despite Eliot's refusal to open up trust accounts for your boys, Ted has paid necessities for your family (since the Oppenheimer trusts were depleted by your actions) to keep the house running.” Those Welfare Payments were made without a Court Order and any language to release them from anything.

78. That further, Theodore claimed in a letter to Candice dated December 26, 2013,

Because of my concern stemming from my fiduciary role as well as the fact that Joshua, Jacob and Danny are my nephews, Robert Spallina and I agreed that I would pay some of the bills for your family that I deemed necessary for their well being, on a temporary basis. For example, I have paid for such things as health insurance, electric, water, phones and Internet. I have made these payments from the Shirley Trust account and I will deduct these amounts from any distributions that are ultimately made to the three boys' trusts.

This statement shows that Alan and Theodore could have simply made the payments to St.

Andrews school and then deducted them later after the Court determined the true and proper

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beneficiaries and only after review of ALL the dispositive documents by forensic analysis and more but they chose instead to try a last attempt to use Eliot's children's schooling and futures to force him to take the illegal and improper distributions the way Theodore and his sisters Pam, Lisa and Jill knowingly did already with the help of Tescher, Spallina and Alan et al.

79. That Theodore and Alan's attempt to further again extort Eliot this time by using his children's schooling as leverage and force him to either take the distributions illegally or else his children would be forced out of school has been brought to this Court's attention in a yet another unheard pleading filed by Eliot, see

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140804EMERGENCYMOTIONFORINTERIMDISTRIBUTIONS.pdf> , which further defines the continued and ongoing Pattern

and Practice of Fraud and Extortion being committed by Alan and Theodore against Eliot, his three minor children and lovely wife Candice.

80. This new and exotic extortive attempt began when Alan tried to trick Eliot into a meeting to extort him to take **KNOWINGLY ILLEGAL DISTRIBUTIONS TO IMPROPER PARTIES** in a meeting Alan tries to claim is about a settlement and Alan tries to claim nothing in the meeting can be used in anyway with any party, in efforts to keep the extortion a secret from the Courts and others.

81. The meeting was only to get a yes or no on if the **ALLEGED** Trustee Theodore would make the Welfare Payments as he has done in the past as provided for the in the **ALLEGED** trust he operates under and **NOTHING TO DO WITH SETTLING ANY CLAIMS**.

82. That Alan in fact cites to Eliot a law that he has knowingly fabricated by adding language to the law to make it appear that the meeting could not be used in any way in Court or elsewhere

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because he claims it is cloaked as a settlement conference and hoped Eliot as a Pro Se litigant would not fact check his legal citing and would comply with Alan's misrepresented law and be forced to keep the extortionary attempt in the dark.

83. That Alan's email to Eliot clearly shows that despite knowing that Shirley's beneficiaries were altered through illegal activity and despite the fact that the beneficiaries are now not known due to the fraud (again costing everyone a fortune to defend and expose), Alan tries to use Eliot's children's school tuition to extort him to take the monies illegally or else the children will be thrown out of school. Alan in his letter even claims he is aware the beneficiaries are not known at this time but in a last ditch effort to get Eliot to partake in illegal distributions to non legally qualified beneficiaries, he picks up where Spallina and Tescher's extortion of Eliot left off, as he demands Eliot take "distributions" to knowing improper beneficiaries, instead of, as Eliot suggested, making them as Welfare Payment until the Court rules on who the ultimate beneficiaries will be and then deduct it from those parties distributions, either Eliot or his children.

84. That all this renewed extortive effort to have Eliot in desperation with a proverbial "gun to the head" of he and his wife to keep their kids in the school they were put in by Eliot's parents and paid for by them for virtually their entire lives, once again force him to accept "distributions" illegally to gain an implied consent that Eliot too took illegal distributions as Theodore and others did and further participate in the crime leaving him perhaps no recourse against those who already took KNOWINGLY improper and illegal distributions. This is the same tactic that was tried by Theodore, Tescher, Spallina and Manceri several times before, using the children in several of the attempts as hostage, until they finally admitted to altering trust documents to make

the illegal distributions to improper parties and more and after lying to the Court and others for months until they finally confessed.

85. That finally, it was just learned from review of the production documents turned over by Tescher and Spallina upon their resignations and by Order of this Court that the school contract for the 2012-2013 was directly with Simon and should have been a liability of the Estate and instead these costs were shifted to Eliot's children to pay by Spallina and Tescher, which is yet another fraud that is more fully expanded on in the Counter Complaint filed in the related Oppenheimer v. Eliot and Candice Bernstein lawsuit now before this Court.
86. That both Theodore and Alan have profited and benefited from aiding and abetting in the advancement of the fraudulent schemes to enrich themselves and primarily Theodore at the expense of Beneficiaries, Interested Parties and Creditors from excessive billing, self-dealing and fraudulent transfers.
87. That Theodore, his sisters Pamela, Jill and Lisa, all knew that documents had been fraudulently notarized and forged in their names and in their deceased father's name POST MORTEM at least from May 2013 when Eliot first presented the evidence to the Court in his initial Petition to this Court and served it upon them and for months none of them notified authorities and instead began a rush to pillage and liquidate and walk off with assets in both Simon and Shirley's Estates and Trusts.
88. That despite knowing of these crimes, Theodore and the others who took the "distributions" failed to take any steps as alleged fiduciaries to report these crimes to the authorities or this Court, instead rushing to take the knowingly improper "distributions." Theodore only admitted he knew of the frauds to PBSO in January of 2014 when he was hauled in for questioning in

direct contradiction to the truth, which is he knew at least in May of 2013 when Eliot served the evidence. In fact, Theodore and his sisters then attempted to gloss over and pardon the criminal acts of proven Fraudulent Notarizations and admitted Forgeries of the arrested and convicted Legal Assistant/Notary Public of Tescher and Spallina, Kimberly Moran et al. by submitting further fraudulent waivers to this Court.

89. That from the time Theodore, Spallina, Manceri, Tescher and Alan knew of the allegations alleging the fraudulent distributions and a mass of other crimes launched against them, Theodore et al. began a further aggressive and forceful campaign of terror and retribution against Eliot, his three minor children and lovely wife Candice, in efforts to stop them from bringing these criminal acts and civil torts they partook in to Justice.

CONTINUED MISREPRESENTATIONS, MISTATEMENTS OF FACTS AND WASTE, FRAUD AND ABUSE IN THE ADMINISTRATION OF THE ESTATES AND TRUSTS

90. The court needs to act on its own Motion to Remove Theodore as Trustee and review those petitions and motions filed by Eliot and the Creditor Stansbury to stop these continuing and ongoing Frauds on the Court, again being committed by Fiduciaries and Officers of this Court under the Court's tutelage who are directly involved in and directly benefited from the prior frauds! This Court needs to put a stop this RECKLESS, WANTON and GROSSLY NEGLIGENT disregard for law, this Court, the Beneficiaries and Creditors and begin to prevent the ongoing attempts to cover up their crimes through further fraud, waste and abuse of process.
91. That this Court needs to stop them from committing additional new crimes instantly, including the new alleged thefts of Personal Properties (discussed further herein and in prior unheard Motions and Petitions) and round up and rid the Court of every single person who was involved

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in any way with the prior fraudulent activity, as is required by law when Fraud Upon the Court has been proven. This Court needs to clean up its own Court and provide for fair and impartial due process free of the fraudsters who operate cloaked as Officers and Fiduciaries of this Court and not wait for Stansbury or Eliot to file further Motions and Petitions to have him removed, IT IS THIS COURTS DUTY. Every day this Court leaves these reckless and unlawful Fiduciaries and Officers of this Court in place, is a day of suffering, damages and abusive costs for the already injured parties.

92. That the Court should note that all of these PROVEN AND ADMITTED FRAUDS on this Court, the Beneficiaries and the Interested Parties have ALL been committed through legal process abuse that allowed for illegal seizure of Dominion and Control of the Estates committed by OFFICERS OF THIS COURT and FIDUCIARIES, using this Court as the host for the CRIMES and ALL of these parties were APPROVED BY YOUR HONOR.
93. That despite knowing these facts, this Court continues to allow those involved and under investigation to now continue to act in Fiducial and Legal capacities, despite KNOWING THESE FACTS and knowing that under law they should have already resigned voluntary when requested and under law they should be removed by this Court on the Court's own Motion. These problems occurred and continue to occur in this Court and it is this Court's duty under law to clean up the mess it is responsible for, not wait for Eliot or others to do this.
94. That Alan and Theodore now pick up and continue the Patten and Practice of Harassment, Extortion, ATTEMPTED NEW Illegal Distributions of Estate and Trust funds, Fraud on the Court, Fraud on Beneficiaries, Fraud on Creditors and more committed by Theodore and the prior PR's, Trustees and Counsel in the Estate and Trusts of Simon and Shirley, Tescher and

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Spallina, who have been removed from these matters after MASSIVE amount of time, effort and costs to Petitioner and others to have them removed.

95. That Theodore has brought ALL of these people who have participated in all these fraudulent activities into the Estates and Trusts of Simon and Shirley who have all BLED THE ESTATE of hundreds of thousands in legal fees already. Where Theodore and his cohorts have benefited and continue to benefit at the expense of everyone else involved. Again, THIS COURT NEEDS TO PUT AN END TO THE FRAUDS BEING COMMITTED BY OFFICERS OF THE COURT and remove them on the Court's own motion as allowed for in instances such as these, especially where the main frauds have all been effectuated by multiple Frauds on this Court. The only remedy at law is removal, award of damages, sanctions and more.
96. That the Court can no longer look the other way or wait for Pro Se Eliot to file proper legal pleadings and have hearings where PROHIBITED pleadings are filed fraudulently and argued wasting everyone's time and simply remove those who should voluntarily withdraw. Where the Court has legal obligations to act on its own motion to stop FRAUD, WASTE and ABUSE especially in its own Court committed by Officers of the Court.
97. That this Court allowing Theodore and Alan to continue to act as fiduciaries and counsel before the Court can only be viewed by the victims as aiding and abetting the crimes and attempting to cover up the crimes that took place in this Court, especially where all these felony crimes occurred in this Court by Officers and Fiduciaries that are under the tutelage of this Court and Your Honor. That Your Honor has a duty to protect the beneficiaries and interested parties and has failed to follow law and judicial canons to protect them.
98. That Theodore and Alan are violating a Court Order that involves now attempting to further and

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cover up the crime of THEFT, CONVERSION AND COMINGLING OF ESTATE ASSETS, in fact FELONY MISCONDUCT IN VIOLATING THE COURT ORDER as pled in Eliot Motion in Response to Theodore's Contempt Motion filed with this Court and yet unheard.

99. That Alan and his client Theodore have failed to follow the Court's Order, see Exhibit 4 – Court Order for Inspection of Residence and Accounting for Personal Property, for an re-inventorying of the Estate assets of Simon, after learning in a hearing before this Court that statements made by Theodore and Alan revealed that Estate assets were missing and unaccounted for. Where it appears that Theodore and others may have stolen off with these personal properties of Simon and then lied to this Court about where they had gone.
100. That the Court was told in the hearing that furnishings of Simon's estate that were held in a Condominium held in Shirley's Trust were moved to Simon's other residence when the Condominium was sold. Despite Theodore and Alan's claim that the furniture was moved to Simon's other residence, no records of such transaction were turned over by Spallina and Tescher who were the prior responsible parties for the personal properties and the items appear in the Final Accounting submitted upon their termination in these proceedings.
101. That no mention was made in the fraudulent estate Final Accounting prepared by Tescher and Spallina after their resignations and withdrawals that were turned over by Order of this Court that these personal property assets were disposed of in any way. The fact that the items were missing and Theodore who is alleged to be the Trustee responsible for the items could not state where they were are what led to the Court Order to verify that the assets were where they now stated. Spallina and Tescher were responsible for the items of Simon's estates and should be sanctioned.
102. That Theodore, alleging to be the Trustee of Shirley's Trust, knows that he is responsible for the

marshalling of those assets of Simon's Estate contained in Condominium, as he was informed of this obligation by Spallina in a letter dated September 14, 2012 (1 day after Simon passed) whereby it states,

On a separate note, as discussed, you are designated as the successor trustee to Si on your mother's trust document. In this regard, both the residence and the beach condo were titled in the name of her trust. **All of the contents in both places are the subject of your father's estate, over which Don and I have been named as Personal Representatives. Please make sure that both homes are secure and that the contents contained therein are protected. As a fiduciary of your mother's trust and during the period of administration of your father's estate, you owe a duty to the ultimate beneficiaries to protect the assets...**[emphasis added] It may be helpful to take pictures and even create an inventory of the contents so that when there is a division of the assets among the family there are no issues.

103. That after telling the Court that the furniture was moved to Simon's other residence and then knowing they were again going to be busted if the Court Order was complied with as the furniture is not there, Donald Tescher in his deposition on July 09, 2014, ordered by Alan (who throughout the deposition objected and represented Tescher several times), see Tescher Deposition Regarding Furniture excerpt and partial transcript and exhibits at <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140709TescherDepositionAndExhibits.pdf>, fully incorporated by reference herein, then claimed and Alan chimed in now in direct contradiction to what was told to the Court that the contents were now sold with the Condominium without any accounting for the properties to the Beneficiaries or anyone or even including this information in the shoddy Final Accounting Tescher and Spallina produced. Where further evidence will prove that this claim is also untrue, as the Condominium was sold without any personal properties listed as part of the transaction.

104. That when the lies they told to the Court that the furniture and other properties were moved to the

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other residence did not hold up as they themselves seemed confused at the hearing, the Order for the Inspection was granted by Your Honor. They then claimed that the Court ORDER could not be complied with because the items were boxed in the garage and this somehow made them unaccountable for, then they were sold without any accounting and with each claim being proven false they have continued to try and make up new explanations for where the missing items went and continue to violate the Court Ordered Inspection.

105. That it is alleged that Theodore took the possessions to his own second home and then sold that home after selling the Condominium with the contents owned by Simon's Estate in them as part of a further elaborate scheme to steal millions of dollars of assets and/or Theodore disposed of these properties in other ways for his own personal gain, as beneficiaries were NOT notified of any such sale of these items. Again, this Court and everyone else involved are wasting precious time, effort and monies to expose these nonstop frauds and thefts, all again being perpetrated by Officers of this Court who were directly involved in the prior frauds, who again appear to have lied to this Court about Estate assets and now fail to follow the Court's Order to cover up and further their crimes.
106. That Eliot will be filing yet another criminal complaint for this GRANDTHEFT of the personal properties estimated worth millions and again will have to recruit law enforcement time and efforts to hunt down the missing items and contact all those parties involved in the transactions that Theodore, Alan and others did regarding the ILLEGAL sale of the Condominium and the subsequent missing personal properties of Simon's Estate.
107. That other crimes alleged and under investigation regarding the sale of the Condominium include Theodore signing documents as the PR of Shirley's Estate to make the sale complete when he

was not appointed as the Personal Representative at the time he made the sale and signed the documents in that fiduciary capacity knowingly and with scienter.

108. That Theodore at the time of the sale knew the Estate of his mother had been closed illegally through a Fraud on the Court using his deceased father as PR to close the Estate and knew no Successor PR was ever appointed by this Court due to that Fraud and thus knew he was signing the tax documents for the sale illegally. Again, the closing of the Estate of Shirley was achieved through fraud with a DEAD Personal Representative, Simon, acting as if alive to close his deceased wife's Estate, which was all part of an elaborate FRAUD ON THE COURT by OFFICERS of the Court that has already been proven in this Court.
109. That this Court will remember in the September 13, 2013 hearing that Your Honor upon learning of this Fraud on the Court and Fraud on the Beneficiaries using a dead PR to close an estate as if alive to then attempt to enact fraudulent changes to the beneficiaries stated that you had enough evidence at that time, almost a year ago, to read Theodore, Spallina and Tescher their Miranda rights, see Exhibit 2 and perhaps now it is that time for the reading of these Miranda Rights to protect the Estates and Trusts and prevent further criminal activity by Officers and Fiduciaries of this Court.
110. That Your Honor will also remember that it was proven that POST MORTEM FORGED documents for Simon were tendered to this Court by Spallina and Tescher as part of the elaborate scheme to change beneficiaries by Theodore's counsel that directly benefited Theodore the most, to the disadvantage of other beneficiaries.
111. That upon learning of these facts, the Court issued a second statement in the September 13, 2013 hearing that it had enough to read them their Miranda warnings and again the Court instead let

them walk out the door and continue to practice law, continue to act as fiduciaries and counsel, allowed Successor Criminals to be anointed exposing all parties involved and the general public to these lawyers who have committed felony crimes in these proceedings and without sanctions or required reporting of their crimes as required under Judicial Canons and law, as of yet.

112. That further in the September 13, 2013 hearing it was further stated by Spallina that Moran's forgeries and fraudulent notarizations were a one off event and he knew of nothing else wrong in the Estates and Trusts, while knowing and CONCEALING FROM THE COURT that he and his partner Tescher had committed yet another FELONY CRIME by FRAUDULENTLY ALTERING TRUST documents that they failed to notify the Court of at that time they claimed they knew nothing else wrong and therefore bold face lied to the Court.
113. That Spallina, only later, in January 2014, three months after the hearing and wasting everyone's time and monies in the hundreds of thousands in that time period, then confessed to Palm Beach County Sheriff investigators that he and his partner Tescher had known they could not change the Shirley Trust Beneficiary Class (although Alan will now try and con everyone that he can do that in his new Motion for Construction) and together Spallina and Tescher had discussed their options and determined they would alter documents to perpetrate the fraud and Spallina then admitted that he ALTERED TRUST DOCUMENTS with scienter and sent them to various parties.
114. That again Spallina's confession only came when he and Tescher knew they were busted from Eliot's Pro Se pleadings and Eliot and Candice's excellent investigatory efforts that exposed their crimes and led to ongoing investigations of them and Theodore and Alan.
115. That again, the confession came only after everyone, including this Court, the Palm Beach

County Sheriff's office, the Governor Rick Scott's Notary Public Division, the State Attorney, the Beneficiaries and Interested Parties, wasted hundreds of thousands of dollars having to force the confessions. That Eliot questions the truthfulness of the confessions as well, as it appears that it was carefully crafted and fraught with further perjured statements to try and cover up their crime as best they could.

116. That Eliot again apologizes to the Court for having to file a lengthy pleading to unravel the web of lies and deceit in Alan's TOXIC, VEXATIOUS, FRIVILOUS, EXTORTIVE, PROHIBITED, COSTLY and MISLEADING pleading that is further an abuse of process but there are just so many false statements and attempts to twist things around by these Successor Criminals to somehow, now that they are all busted, make Eliot, the victim of their crimes already proven and admitted, look like the bad guy to the Court.
117. That it takes a lot of time to explain and unravel each of these schemes to this Court and unwind the lies in their pleadings and Eliot is doing the best he can Pro Se to comport with the statutes and rules he is not schooled in and thus admits his pleadings may fall short but Eliot has ALWAYS HAS TOLD THE TRUTH TO THIS COURT DESPITE HOW MANY PAGES IT TAKES AND HAS NEVER PUT FORTH ANY FORGED, FRADULENT, FRAUDULENTLY NOTARIZED DOCUMENTS or lied to the Court, nor has he violated any criminal codes or civil torts in these proceedings, unlike Theodore, Spallina, Tescher, Alan, Manceri, Pankauski et al..
118. That again Alan and Theodore and their cohorts costing everyone time and money on TOXIC, VEXATIOUS, FRIVILOUS, EXTORTIVE, MISLEADING, CRUEL and COSTLY pleadings that abuse process, and Eliot, despite his lengthy, yet poetically just pleadings that may be legally faulty as expected in Pro Se pleadings, has put forth nothing abusive, unless this Court considers

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the length of truth abusive.

119. That if the Court wishes to stop the poetic pleadings of Eliot, the Court can simply, again on its own motion under the circumstances, demand that the Estates and Trusts provide funds for Eliot to retain counsel, as certainly the ALLEGED Fiduciaries and Counsel in these matters (excluding Brown and O'Connell) have already wasted fortunes on legal fees to further their criminal misconduct. Where these monies of the Estates and Trusts are either Eliot's or his children's and Theodore, Spallina, Tescher, Alan, Manceri and Pankauski have used these funds of Eliot's and his children for EXCESSIVE AND ABUSIVE legal fees to execute their crimes and then more Estate and Trust funds used to further protect and shield themselves from prosecution of their crimes.
120. That Theodore and his cohorts have nothing to lose spending the Trusts and Estate funds recklessly and illegally, which are not theirs and deny the victims counsel, which is provided for in the very documents they operate under to protect the Beneficiaries. Certainly, having Eliot and his children represented by separate counsel due to the Conflicts created through the frauds that make Eliot and his children in conflict for the proceeds, caused by Tescher and Spallina et al. with scienter will not only benefit this Court but further protect, the Estates, Trusts, Beneficiaries, Interested Parties and Creditors.
121. That there have been serious breaches of Trust already proven and many more alleged and under investigation, all involving Theodore Bernstein and Alan as central parties in the misconducts.
122. That it has been evidenced herein and in prior pleadings filed that Theodore is unfit and unwilling to follow probate and trust Rules and Statutes.
123. That it has been evidenced that Theodore cannot act as the Trustee in the Simon Trust as he is

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expressly prohibited and this may be even further fraud on this Court, the Beneficiaries and Interested Parties.

124. That it has been evidenced herein and in prior pleadings filed that Theodore has persistently failed as alleged Trustee to administer the Trust in Simon and Shirley's Trusts legally.
125. That Theodore and Alan are both in conflict and have adverse interests in these matters, especially in regard to Eliot.
126. That the Court removing Theodore instantly from ALL fiduciary capacities in the Estates and Trusts of Simon and Shirley for very serious breaches of fiduciary duties and alleged criminal misconduct from his direct participation in the prior frauds committed in this Court and now causing continued torts and alleged criminal misconduct regarding assets of the Estate causing continuing and ongoing harms to Beneficiaries, Interested Parties and Creditors.
127. That there has been substantial change of circumstances after discovering criminal misconduct and breaches of fiduciary duties that Theodore is directly involved in and benefited from and a continued Pattern and Practice of newly alleged criminal misconduct under ongoing investigations that justify the Court's instant removal of Theodore to protect the assets of the Estates and Trusts of Simon and Shirley to prevent further criminal acts and civil torts from occurring that damage the Beneficiaries, Interested Parties and Creditors further.
128. That the Court should find that removal of the trustee best serves the interests of all of the beneficiaries and is not inconsistent with a material purpose of the trust, and a suitable co-trustee or successor trustee is available.
129. That for all of these reasons stated herein, this Court must act as legally obligated on its own motion under 736.0706 to remove Theodore and Alan from ALL Fiduciary and Legal capacities

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN

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they have in both the Estates and Trusts of Simon and Shirley, in order to remove the conflicts and adverse interests and stop further violations of, Attorney Conduct Codes, Judicial Canons, State and Federal Law that are being committed by their continued allowance by this Court to remain as Fiduciaries and Counsel before this Court and continue acting as OFFICERS OF THIS COURT. Their continued actions are wasting estate assets due to their fraudulent misadministration and attempts to cover up their own and their friends and business associates prior crimes with one lie after another to this Court and the Beneficiaries, Interested Parties and Creditors.

130. That the remedies to cure the damages from the prior Frauds In and Upon this Court, the Beneficiaries, Interested Parties and Creditors, would mandate now that the Trustees and Fiduciaries sue themselves and when this type of situation arises the only remedy at law is to remove them from this irrefutable conflict of interest.
131. That the Fiduciaries and Counsel thus far in these matters have all (except Benjamin Brown and Brian O'Connell) acted in their own best interests, basking in ill-gotten legal and trustee fees, instead of acting the best interests of the Beneficiaries and Creditors and it is expected for them to continue misusing trust and estate assets to now protect themselves from further prosecution and therefore the Court must instantly remove them.
132. That failure of the Court to remove ALL tentacles from these proceedings of those who participated, profited and benefited from the prior CRIMINAL MISCONDUCT and FRAUD COMMITTED BY OFFICERS OF THIS COURT THAT HAS OCCURRED IN AND UPON THIS COURT, the BENEFICIARIES, INTERESTED PARTIES AND CREDITORS violates the sanctity and decorum of the Court, violates law and judicial canons and denies fair and

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN

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impartial due process and procedure under law to all the other parties and allows for continuing and ongoing crimes to be committed.

133. That Eliot demands the Court take Judicial Notice of the criminal misconduct and follow its own rules and act on its own motions to restore law and order to the Court and impart fair and impartial due process to all parties and begin by STRIKING all TOXIC, FRIVOLOUS, VEXATIOUS and MISLEADING filings of the Fiduciaries and Counsel acting as OFFICERS OF THIS COURT and Remove these fiduciaries and counsel in order to stop the further fraud, waste and abuse by those Officers of this Court and alleged Fiduciary, who knowingly and with scienter continue to act in violation of Probate and Trust Rules and Statutes, despite the Court's knowledge of their participation in the prior frauds, their overwhelming conflicts of interests and adverse interests that all legally preclude their continued involvement as Fiduciaries and Counsel.
134. That Theodore and Alan wholly ignore their duties to withdraw voluntarily due to their lack of qualification and continue to act despite repeated requests to withdraw for multitudes of legally valid reasons. These continued actions further misuse Estate and Trusts assets and are accruing damages to the Beneficiaries, Interested Parties and Creditors from the Court allowing this continuing Pattern and Practice of Fraud, Waste and Abuse started by the prior fiduciaries and counsel who worked together with Theodore and Alan to perpetrate the prior frauds from the start and again this will require the Beneficiaries to ultimately sue them all for damages. Certainly if they will not voluntarily withdraw knowing they are unfit to act as fiduciaries and officers of this Court, then they will not sue themselves either and thus this Court must smack down the gauntlet and forcefully and aggressively remove them.

135. That finally, Eliot, his lovely wife Candice and their three angelic boys have been tormented, lied

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to, defrauded, extorted and abused through legal process by these Officers of this Court and their crimes to deny, delay, stymie and steal off with assets of Eliot and his children's due to them as inheritance and deny them through further frauds to deny them entirely their inheritances, jeopardizing and exposing the Estates and Trusts to more and more risks from their actions, as they lack to administer these legally and this has caused major damages, including directly to THREE MINOR CHILDREN with intent, including withholding the KIA, failing to provide trust assets used for education, theft of millions of dollars of assets, failure to account under law, removing health insurance etc. that all border on child abuse by these alleged Fiduciaries and Officers of this Court and now threaten the minor children's school futures and more.

136. That Eliot and his family have refused to participate in knowingly fraudulent distributions to improper parties, while those improper parties have stolen off, converted and comingled assets they took knowingly improperly and illegally with scienter and now use Eliot and his children's family's inheritance monies to line their pockets and harass and extort Eliot in prayers that these criminal tactics will force Eliot to participate in illegal "DISTRIBUTIONS" and attempt to gain under FL Statute 736.1012 consent from Eliot through his participation to take "distributions" under great pressure and duress to attempt to keep his children in school as provided for under the Terms of the Trusts.

Beneficiary's consent, release, or ratification.—**A trustee is not liable to a beneficiary for breach of trust if the beneficiary consented to the conduct constituting the breach, released the trustee from liability for the breach, or ratified the transaction constituting the breach, unless:**

- (1) The consent, release, or ratification of the beneficiary was induced by improper conduct of the trustee; or
- (2) At the time of the consent, release, or ratification, the beneficiary did not know of the beneficiary's rights or of the material

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN

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facts relating to the breach.

This all done despite the fact that (1) above negates any such extorted consent that may have gained. Despite that fact, Eliot will not commit a violation of law knowingly and also violate one or more of the Ten Commandments and participate in their crimes under ANY circumstances, except with this Court's blessing to participate in such fraud that the Court would not give in the September 13, 2013 hearing and so Eliot doubts the Court now will with all of this new information of criminal misconduct unfolding since that hearing decide that Eliot should participate in knowingly
**FRAUDULENT ILLEGAL DISTRIBUTIONS TO ADMITTED UNKNOWN BENEFICIARIES
AT THIS TIME.**

137. That until Eliot and others can review for further evidence of **FRAUD AND FORGERY**, ALL the records, court records, dispositive and other documents, accountings, inventories and re-inventory ALL assets of the Estates and Trusts of Shirley and Simon, this Court must provide **EMERGENCY WELFARE PAYMENTS TO ELIOT AND HIS FAMILY TO BE DEDUCTED LATER FROM HIS OR HIS CHILDREN INHERITANCES** when the Court determines the Beneficiaries or add them to **THE CONTINUING AND TOLLING DAMAGES ASSESSED TO THE RESPONSIBLE PARTIES OF THESE CRIMES.**

138. That this Court should and must act to protect Eliot and his family who are victims of the past and present Fiduciaries and their Counsel, who all took part and benefited from the prior Willful, Wanton, Reckless, Criminal and Egregious Acts of Bad Faith committed with Unclean Hands that again were done by Officers of this Court Under Your Direct Jurisdiction and in light of the Court's knowledge of these past and ongoing Crimes and Extortion after Extortion of Eliot to either take the improper proceeds and lose rights to claim damages against others by participating

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN
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in the knowingly fraudulent activity or watch his family be starved out through fraud after fraud by Fiduciaries approved by Your Honor, as now proven, admitted and evidenced in Eliot's pleadings since May 2013, it is time this Court act to release WELFARE PAYMENTS DUE TO THE INTENTIONAL INTERFERENCE WITH INHERITANCE THAT HAS DELAYED DISTRIBUTION until this Court can determine beneficiaries to make distributions legally to and until all of this grotesque Fraud can be sorted out due to CRIMINAL MISCONDUCT BY OFFICERS OF THIS COURT.

139. That since this Court is also partially responsible for these continued and ongoing damages caused by its Officers, damages inflicted by the delay and interference of life sustaining inheritances that were intended to be distributed to Eliot and his family over four years ago, as were the desires and wishes of both Simon and Shirley, due to special circumstances already defined in Eliot's initial pleadings with the Court.
140. The Extortions first started with Theodore, his former counsel, the former Fiduciaries and Counsel of the Estates and Trusts, seizing companies that were left to Eliot's families alone, acting with no legal authority and taking over a company responsible for paying the bills of Eliot's household for over 7 years while Simon and Shirley were alive and where the bills were even sent to others and controlled by others. Once the illegal corporate takeover was achieved by Tescher, Spallina, Theodore, members of Oppenheimer and others, Eliot's family's basic necessities were cut off without notice repeatedly by Tescher, Spallina, Theodore and others, including but not limited to shutting off, Security Services, Homeowners Insurance (this also exposing Simon's Estate to further MAJOR RISKS), Health Insurance for the entire Family, Electricity, Phones, School Services for the minor Children, School Tuition for the children,

Utilities, Food, etc.). The company also provided income and a monthly 10-20 thousand dollar monthly stipend to cover ALL expenses of Eliot's family and this too was shut off through a combination of frauds discussed further in the Oppenheimer Counter Complaint and in prior pleadings Eliot filed, see Answer and Counter Complaint Oppenheimer @

[http://www.iviewit.tv/Simon and Shirley Estate/20140730OppenheimerAnswerAndCounter.pdf](http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140730OppenheimerAnswerAndCounter.pdf) ,

fully incorporated by reference herein.

141. That when this forced destitution or else failed to compel Eliot to participate in the fraud and take knowingly improper distributions as others had done, they next moved on to using Eliot's son's birthday gift, the KIA, as a lever to force Eliot to take distributions illegally or not get the gifted car back.
142. That when that failed, they have refused Welfare Payments as provided under the Trusts despite REPEATED requests to act even under the terms of the Alleged Documents they are touting, which are most likely fraudulent to begin with but even so they fail to act as required in the best interests of the Beneficiaries for items provided for the Beneficiaries in the terms thereunder.
143. Again, these criminal acts and breaches of duties are all being committed by the fiduciaries who are supposed to be protecting the beneficiaries as intended in the Estate plans but who are instead too busy forging, fraudulently notarizing, criminally altering trust documents, looting the Estates, committing Insurance Fraud and Bank Fraud, Fraud on this Court and Federal Court, Extorting Eliot and his family, Losing, Destroying and Suppressing Trust Documents, and more to care of the damages they are causing, even to minor children. They have even been alleged to have seized illegally and misused school trust funds of the children in yet another fraudulent scheme that Eliot's Counter Complaint in the new Oppenheimer Lawsuit more fully exposes.

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144. This Court must now act to allow to remove Theodore on its own initiative due to all of the reasons so stated herein.
145. That if the Court needs further evidence or anything from Eliot to further support this motion please feel free to request any other information necessary.

Wherefore, Eliot prays this Court enter an order similar to that attached hereto,

- i. FOR REMOVAL OF PR & TRUSTEE ON THE COURT'S OWN INITIATIVE in the Estates and Trusts of Simon and Shirley Bernstein – FLORIDA TITLE XLII 736.0706;
- ii. For an order for relief under s. 736.1001(2) as may be necessary to protect the trust and estate property and protect the interests of the beneficiaries.
- iii. For all records and properties of the Theodore and all of his present and former counsel to immediately, be turned over to the care and custody of the Court until further notice.

Filed on Thursday, August 28, 2014,

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

X

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Thursday, August 28, 2014.

Eliot Bernstein, Pro Se, Individually and as

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN

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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 tbernstein@lifeinsuranceconcepts.com</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 & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 arose@pm-law.com and arose@mrachek-law.com mchandler@mrachek-law.com cklein@mrachek-law.com lmrachek@mrachek-law.com rfitzgerald@mrachek-law.com skonopka@mrachek-law.com dthomas@mrachek-law.com gweiss@mrachek-law.com jbaker@mrachek-law.com mchandler@mrachek-law.com lchristian@mrachek-law.com tclarke@mrachek-law.com gdavies@mrachek-law.com pgillman@mrachek-law.com dkelly@mrachek-law.com cklein@mrachek-law.com lwilliamson@mrachek-law.com</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 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</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 & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com</p>
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<p>RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD</p> <p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	<p>COUNSEL FOR LIMITED APPEARANCE representing Mr. Tescher in connection with his Petition for Designation and Discharge as Co-Personal Representative of the Estate of Simon L. Bernstein, deceased.</p> <p>Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 ijb@ijblegal.com martin@kolawyers.com</p>	<p>RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM and FORMER WITHDRAWN COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES, NO NOTICES OF APPEARANCES</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>RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM AND AS FORMER COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES</p> <p>Donald Tescher, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 dtescher@tescherspallina.com dtescher@tescherspallina.com ddustin@tescherspallina.com kmoran@tescherspallina.com</p>
<p>RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD</p> <p>Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com</p>	<p>COUNSEL TO CREDITOR WILLIAM STANSBURY</p> <p>Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 pfeaman@feamanlaw.com service@feamanlaw.com mkoskey@feamanlaw.com</p>	<p>COURT APPROVED CURATOR TO REPLACE THE REMOVED FORMER PERSONAL REPRESENTATIVES/CO-TRUSTEES/COUNSEL TO THEMSELVES AS FIDUCIARIES TESCHER AND SPALLINA</p> <p>Benjamin Brown, Esq., Thornton B Henry, Esq., and Peter Matwiczuk Matwiczuk & Brown, LLP 625 No. Flagler Drive Suite 401 West Palm Beach, FL 33401 bbrown@matbrolaw.com attorneys@matbrolaw.com bhenry@matbrolaw.com pmatwiczuk@matbrolaw.com</p>	<p>COUNSEL FOR JILL IANTONI and LISA FRIEDSTEIN</p> <p>William M. Pearson, Esq. P.O. Box 1076 Miami, FL 33149 wpearsonlaw@bellsouth.net</p>

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<p>RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD</p> <p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com</p>	<p>COUNSEL FOR JILL LANTONI and LISA FRIEDSTEIN</p> <p>William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 bill@palmettobaylaw.com eservice@palmettobaylaw.com mmealy@gcprobatelaw.com</p>	<p>RESPONDENT -- ADULT CHILD</p> <p>Alexandra Bernstein 3000 Washington Blvd, Apt 424 Arlington, VA, 22201 alb07c@gmail.com</p>	<p>RESPONDENT/ARRESTED AND CONVICTED OF FRAUD AND ADMITTED TO FORGERY OF SIX SIGNATURES. INCLUDING POST MORTEM FOR SIMON/HAS HAD NOTARY PUBLIC LICENSE REVOKED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION. *See notes</p> <p>Kimberly Moran kmoran@tescherspallina.com</p>
<p>RESPONDENT – ADULT CHILD</p> <p>Eric Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 eberstein@lifeinsuranceconcepts.com edb07@fsu.edu edb07fsu@gmail.com</p>	<p>RESPONDENT – INITIALLY MINOR CHILD AND NOW ADULT CHILD</p> <p>Michael Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 mchl_bernstein@yahoo.com</p>		<p>COUNSEL TO ALEXANDRA, ERIC AND MICHAEL BERNSTEIN AND MOLLY SIMON</p> <p>John P Morrissey, Esq. John P. Morrissey, P.A. 330 Clematis Street Suite 213 West Palm Beach, FL 33401 john@jmorrisseylaw.com</p>
<p>RESPONDENT – ADULT STEPSON TO THEODORE</p> <p>Matt Logan 2231 Bloods Grove Circle Delray Beach, FL 33445 matl89@aol.com</p>	<p>RESPONDENTS – MINOR CHILDREN OF PETITIONER Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 NW 34th Street Boca Raton, FL 33434 jviewit@iviewit.tv</p>	<p>RESPONDENT -- MINOR CHILD</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 jilliantoni@gmail.com</p>	
<p>RESPONDENT/REPRIMANDED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION FOR FAILING TO NOTARIZE AN ALLEGED 2012 WILL AND TRUST OF SIMON AND SIGNING NOTARY UNDER FALSE NAME</p> <p>Lindsay Baxley aka Lindsay Giles lindsay@lifeinsuranceconcepts.com</p>	<p>RESPONDENT MINOR CHILDREN</p> <p>Carley & Max Friedstein, Minors c/o Jeffrey and Lisa Friedstein Parents and Natural Guardians 2142 Churchill Lane Highland Park, IL 6003 Lisa@friedsteins.com lisa.friedstein@gmail.com</p>	<p>RESPONDENT – MINOR CHILD INITIALLY NOW ADULT CHILD</p> <p>Molly Simon 1731 N. Old Pueblo Drive Tucson, AZ 85745 molly.simon1203@gmail.com</p>	

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN

EXHIBIT 1 – ELIOT AND ALAN DISCUSSIONS REGARDING THE FAILED AGREEMENT

THAT DUE TO THE 300+ PAGES OF CORRESPONDENCES THIS EXHIBIT HAS BEEN LINKED TO A PRIVATE WEBSITE AND IS FULLY INCORPORATED BY REFERENCE HEREIN AS EXHIBIT 1 @

[WWW.IVIEWIT.TV/SIMON AND SHIRLEY ESTATE/20140820EXHIBIT1ROSEANDELIOTS EMAILS.PDF](http://WWW.IVIEWIT.TV/SIMON%20AND%20SHIRLEY%20ESTATE/20140820EXHIBIT1ROSEANDELIOTS%20EMAILS.PDF)

OR

WWW.IVIEWIT.TV/SIMON%20AND%20SHIRLEY%20ESTATE/20140820EXHIBIT1ROSEANDELIOTS%20EMAILS.PDF

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN
Thursday, August 28, 2014
EXHIBITS

BATES NO. EIB 002731
02/27/2017

EXHIBIT 2 - TRANSCRIPT OF PROCEEDINGS, PAGES 15 AND 16

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SHIRLEY BERNSTEIN
Thursday, August 28, 2014
EXHIBITS

BATES NO. EIB 002732
02/27/2017

00001

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

5 IN RE: THE ESTATE OF:
6 SHIRLEY BERNSTEIN,
7 Deceased

8 _____/
9 ELIOT IVAN BERNSTEIN, PRO SE,
10 Petitioner,

11 vs.

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

22 _____/
23 TRANSCRIPT OF PROCEEDINGS
24 BEFORE
25 THE HONORABLE MARTIN H. COLIN
26
27 South County Courthouse
28 200 West Atlantic Avenue, Courtroom 8
29 Delray Beach, Florida 33344
30
31 Friday, September 13, 2013
32 1:30 p.m. - 2:15 p.m.

33
34 Stenographically Reported By:
35 JESSICA THIBAUT

36

♀

00002

1 APPEARANCES

2

3 On Behalf of the Petitioner:
4 ELIOT IVAN BERNSTEIN, PRO SE
5 2753 NW 34th Street
6 Boca Raton, Florida 33434

In Re_ The Estate of Shirley Bernstein.txt

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

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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

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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

EXHIBIT 3 - FEAMAN LETTER TO ALAN

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN
Thursday, August 28, 2014
EXHIBITS

Eliot Ivan Bernstein

From: Peter M. Feaman <pfeaman@feamanlaw.com>
Sent: Tuesday, August 5, 2014 10:42 AM
To: Alan Rose
Cc: William Stansbury
Subject: RE: Eliot's Demand

By the way, what about the Shirley Bernstein Trust?
We know The Aragon Condominium Unit was sold which netted over \$1,000,000.

Where is that money?

This is an expense that the trusts clearly should pay.

My client tells me there are numerous witnesses who know that it was Simon's intent to provide for the St. Andrews schooling for Eliot's children.
Heck, the house he bought for Eliot is within walking distance of the school!

Whatever differences there are between Ted and Eliot, the grandkids should not be used as pawns. There is money to pay for the grandchildren's education. Stop playing games and get this done.

At the end of the day, an adjustment can be made if necessary, but stop putting the kids in the middle.

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

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From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Tuesday, August 5, 2014 10:05 AM
To: Peter M. Feaman
Subject: Re: Eliot's Demand

My question is much simpler than that. Would Mr. Stansberry ever consent to Eliot receiving an interim distribution without there being sufficient assets to pay Mr. Stansberry's claim in full. In other words, would he agreed to a preferential distribution to Elliot that could potentially diminish or defeat his ability to collect on a claim, if he is successful

Alan B. Rose

On Aug 5, 2014, at 9:53, "Peter M. Feaman" <pfeaman@feamanlaw.com> wrote:

Until Mr. Stansbury sees an accounting of trust assets, he is not in a position to make a decision on the request.

Can you send me a trust accounting?

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

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From: Alan Rose [<mailto:ARose@mrachek-law.com>]

Sent: Tuesday, August 5, 2014 9:02 AM

To: Peter M. Feaman

Subject: Elliot's Demand

Elliot has demanded an interim payment from the Simon Bernstein Trust or Estate.

Based upon the facts as I understand them, there is not more than enough money in the Estate or Trust than the amount of the claim by Mr. Stansbury, and indeed, it appears that there is substantially less than needed to do so should Mr. Stansbury prevail.

Absent Mr. Stansbury's consent to an interim distribution to Elliot, there is no point in anyone (including the new successor PR) considering the request as from the assets of Simon's Trust or Estate.

Please advise asap if Mr. Stansbury would consent to a payment of +/- \$125,000 to St. Andrews School for Elliot's children's three private school tuitions.

Thanks

Alan B. Rose, Esq.

arose@Mrachek-Law.com

561.355.6991

<image001.jpg>

505 South Flagler Drive

Suite 600

West Palm Beach, Florida 33401



561.655.2250 Phone
561.655.5537 Fax

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If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: <http://www.adobe.com>



EXHIBIT 4 – COURT ORDER FOR INSPECTION OF RESIDENCE AND ACCOUNTING FOR PERSONAL
PROPERTY

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN
Thursday, August 28, 2014
EXHIBITS

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

PROBATE DIVISION
CASE NO. 5021012CP004391XXXXSB

IN RE: ESTATE OF SIMON L. BERNSTEIN

ORDER ON CURATOR'S MOTION TO INSPECT AND TAKE POSSESSION OF ESTATE TANGIBLE PERSONAL PROPERTY

THIS MATTER came before the Court on the Curator's Motion to Inspect and Take Possession of Estate Tangible Personal Property dated June 10, 2014 ("Motion"), the Court having reviewed the Motion, and the Court being otherwise fully advised in the premises, it is hereby:

ORDERED and ADJUDGED as follows:

The Motion is granted in part. Curator is authorized and directed to use Estate funds to retain Robert Hittel in order to inspect the tangible personal property at described on the January 22, 2013 Fair Market Value Appraisal of the Personal Property of Simon L. Bernstein (effective date September 13, 2012) ("Appraisal") located at 7020 Lions Head Lane, Boca Raton, FL

("House") and prepare a written report regarding whether such property is located at the House and its condition (if different than described on the Appraisal). The Court defers decision on the

remainder of the Motion.

Mr. Hittel's fee shall not exceed \$500.00, Ted Bernstein and Eliot Bernstein may be present on the day Mr. Hittel conducts his inspection, but may not enter the house while Mr. Hittel conducts such inspection.

DONE AND ORDERED in Chambers, Delray Beach, Palm Beach County, Florida, on

June _____, 2014.

SIGNED & DATED

JUN 19 2014

**MARTIN H. COLIN
CIRCUIT JUDGE**

Circuit Court Judge

Copies furnished to the parties on the attached service list

SERVICE LIST

Estate of Simon L. Bernstein
Palm Beach County Case No. 502012CP004391XXXXSB

Max Friedstein 2142 Churchill Lane Highland Park, IL 60035	Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 arose@pm-law.com	John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 john@Pankauskilawfirm.com	Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com
Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com	Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 ijb@ijblegal.com	Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 NW 34th Street Boca Raton, FL 33434 iviewit@iviewit.tv
Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 pfeaman@feamanlaw.com	Eliot Bernstein 2753 NW 34th Street Boca Raton, FL 33434 iviewit@iviewit.tv	John P. Morrissey, Esq. 330 Clematis Street, Suite 213 West Palm Beach, FL 33401 john@jmorrisseylaw.com
Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com	William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 bill@palmettobaylaw.com		

EXHIBIT 5 – FURTHER DISCUSSION BETWEEN ALAN AND ELIOT REGARDING NOTIFYING COURT OF
IMPROPER AND MISTATED SIGNED ORDER

THAT DUE TO THE 300+ PAGES OF CORRESPONDENCES THIS EXHIBIT HAS BEEN LINKED TO A
PRIVATE WEBSITE AND IS FULLY INCORPORATED BY REFERENCE HEREIN AS EXHIBIT 5 @

[HTTP://WWW.IVIEWIT.TV/SIMON%20AND%20SHIRLEY%20ESTATE/ROSE%20EMAIL%20RE%20EXTOR
TION%20OF%20ELIOT.PDF](http://www.iviewit.tv/simon%20and%20shirley%20estate/rose%20email%20re%20extortion%20of%20eliot.pdf)

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN
Thursday, August 28, 2014
EXHIBITS

BATES NO. EIB 002743
02/27/2017

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

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN

Thursday, August 28, 2014 ORDER

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;
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 “SIMON L. BERNSTEIN AMENDED
AND RESTATED TRUST AGREEMENT” DATED
JULY 25, 2012;
JOHN AND JANE DOE'S (1-5000).

**ORDER ON: AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE
OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN
IN ALL FIDUCIAL CAPACITIES ON THE COURT'S OWN INITIATIVE –
FLORIDA TITLE XLII 736.0706**

THIS CAUSE, having come before the Court on Eliot Bernstein's "AMENDED MOTION FOR
REMOVAL OF TRUSTEE ON THE COURT'S OWN INITIATIVE – FLORIDA TITLE XLII
736.0706" and the Court having heard argument and pleadings of counsel and being otherwise duly
advised in the premises, it is

ORDERED and ADJUDGED

THAT the Court APPROVES after careful review of the reasons stated herein on its own initiative to

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN

Thursday, August 28, 2014 ORDER

remove Theodore and having reviewed the matters before the court for the removal of Theodore Bernstein, the Court on the Court's own initiative hereby removes Theodore in any fiduciary capacities in the Estates and Trusts of both Simon and Shirley Bemstein, as this Court finds that Theodore Bemstein is not now qualified to act as a fiduciary in any capacity in any Estate or Trusts held by the Simon and Shirley Bemstein family.

The Court also order relief under s. 736.1001(2) as may be necessary to protect the trust property or the interests of the beneficiaries.

The Court also demands all records and properties of the Theodore and all of his present and former counsel to be turned over to the care and custody of the Court until further notice.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida

THIS __ DAY OF AUGUST, 2014.

**MARTIN COLIN
CIRCUIT COURT
JUDGE**

COPIES TO:

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Eliot Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434, iviewit@iviewit.tv ;
William H. Glasko, Esq., Golden Cowan, P.A., Palmetto Bay Law Center, 17345 S.

AMENDED MOTION FOR REMOVAL OF PRAND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN
Thursday, August 28, 2014 ORDER

BATES NO. EIB 002746
02/27/2017

Dixie Highway, Palmetto Bay, FL 33157, bill@palmettobaylaw.com ;
John P. Morrissey, Esq., 330 Clematis Street, Suite 213, West Palm Beach, FL 33401,
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Brian M O'Connell PA, 515 N Flagler Drive, West Palm Beach, FL 33401
boconnell@ciklinlubitz.com .

AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND
SHIRLEY BERNSTEIN
Thursday, August 28, 2014ORDER

BATES NO. EIB 002747
02/27/2017

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

IN RE:

CASE NO.502012CP004391XXXXSB
HON. JUDGE MARTIN H. COLIN

THE ESTATE OF SIMON 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 (ELIOT
MINOR CHILD);
JACOB NOAH ARCHIE BERNSTEIN (ELIOT
MINOR CHILD);
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN
(ELIOT MINOR CHILD);

PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE

Saturday, September 6, 2014

Page 1 of 32

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;
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 “SIMON L. BERNSTEIN AMENDED AND RESTATED TRUST AGREEMENT” DATED JULY 25, 2012;
JOHN AND JANE DOE’S (1-5000),
Respondents.

**PETITION TO REMOVE TED BERNSTEIN AS
ALLEGED SUCCESSOR TRUSTEE OF THE ALLEGED SIMON BERNSTEIN REVOCABLE
TRUST**

COMES NOW, Eliot Ivan Bernstein ("Eliot"), beneficiary of the Estate of Simon Bernstein and Guardian to his three minor children who may also be beneficiaries of the Estate of Simon, and pursuant to §736.0706, Fla. Stat. (2013), files this Petition to Remove Theodore Stuart Bernstein (“TED”) or (“THEODORE”) as alleged Successor Trustee of the alleged Simon

PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE

Saturday, September 6, 2014

Page 2 of 32

Bernstein Revocable Trust Agreement dated July 25, 2012 (the "Revocable Trust" or "Trust"), and in support states¹ as follows:

I. Eliot has standing to seek removal.

The provisions of §736.0706(1), §736.0103, and §733.707(3), Fla. Stats. (2014) govern the issue of who has standing to seek removal of a trustee. Section 736.0706(1) Fla. Stat. (2014) states:

*(1) The settlor, a cotrustee, or a **beneficiary** may request the court to remove a trustee, or a trustee may be removed by the court on the court's own initiative. (emphasis added)*

§736.0103, Fla. Stat. (2014), defines a "beneficiary":

*(4) "Beneficiary" means a person who has **a present or future beneficial interest in a trust, vested or contingent**, or who holds a power of appointment over trust property in a capacity other than that of trustee. (emphasis added)*

II. This Court has the Authority Under Florida Law to Remove TED as Trustee of the Revocable Trust.

Under Florida law, this Court has broad authority to affect trust administration². Under §736.0201, Fla. Stat. (2014), the Court has the following power:

736.0201. Role of court in trust proceedings

* * * *

- (4) A judicial proceeding involving a trust may relate to the validity, administration, or distribution of a trust, including proceedings to:
 - (a) Determine the validity of all or part of a trust;

¹ Eliot also states that much of this pleading has been politely borrowed from the honorable Creditor William Stansbury and his honorable counsel Peter Feaman, Esquire's filing to remove Theodore Stuart Bernstein as a Fiduciary in the Estates and Trusts of Simon and Shirley Bernstein, for good and just cause. Their Petition was not heard and denied due to lack of standing, not for the substantive issues contained therein, since Eliot has standing he will argue the pleading as a beneficiary or guardian for three beneficiaries with beneficial interests, Pro Se. Eliot has done some Pro Se editing to the prior document filed.

² Eliot has filed a pleading with the Court to Remove Theodore on the Court's own motion based on a host of reasons that disqualify Theodore at this time, including Prima Facie evidence in the Court's possession already. The filing was docketed August 28, 2014 and titled "AMENDED MOTION FOR REMOVAL OF PR AND TRUSTEE OF THE ESTATES AND TRUSTS OF SIMON AND SHIRLEY BERNSTEIN" and being all Pro Se, is hereby included by reference in entirety with all exhibits herein.

PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE

Saturday, September 6, 2014

Page 3 of 32

- (b) **Appoint or remove a trustee;**
- (c) Review trustees' fees;
- (d) Review and settle interim or final accounts;
- (e) Ascertain beneficiaries; determine any question arising in the administration or distribution of any trust, including questions of construction of trust instruments; instruct trustees; and determine the existence or nonexistence of any immunity, power, privilege, duty or right;
- (f) Obtain a declaration of rights;
- (g) Determine any other matters involving trustees and beneficiaries.
(emphasis added)

III. Legal Standard for Removal of Trustee.

When removal of a trustee is at issue, the following statutory provisions of §736.0706, Fla. Stat. (2014) are to be considered:

736.0706. Removal of trustee

* * * * *

- (2) **The court may remove a trustee if:**
 - (a) **The trustee has committed a serious breach of trust;**
 - (b) The lack of cooperation among cotrustees substantially impairs the administration of the trust;
 - (c) **Due to unfitness, unwillingness, or persistent failure of the trustee to administer the trust effectively, the court determines that removal of the trustee best serves the interests of the beneficiaries;** or
 - (d) **There has been a substantial change of circumstances** or removal is requested by all of the qualified beneficiaries, the court finds that removal of the trustee best serves the interests of all of the beneficiaries and is not inconsistent with a material purpose of the trust, and a suitable cotrustee or successor trustee is available.

TED's removal is warranted by Subsections (2) (a), (c) and/or (d). Additionally, §736.0802, Fla. Stat. (2014) describes the primary duty of a trustee:

736.0802. Duty of loyalty

- (1) As between a trustee and the beneficiaries, a trustee shall administer the trust **solely** in interests of the beneficiaries.
- (2) Subject to the rights of persons dealing with or assisting the trustee as provided ins. 736.1016 a ... transaction ... which is otherwise affected by a conflict between the trustee's fiduciary and personal interests is voidable by a beneficiary affected by the transaction ... (emphasis added)

See Aiello v. Hyland, 793 So. 2d 1150, 1152 (Fla. 4th DCA 2001) (removal of trustee was required where trustee had a conflict of interest with interests of the trust; the conflict of interest made the

PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE

Saturday, September 6, 2014

Page 4 of 32

trustee unable to properly carry out his duty of loyalty to the trust). Therefore, the only remedy is removal and a non-conflicted independent trustee appointed.

IV. Theodore Stuart Bernstein Should Be Removed as Trustee of the alleged Revocable Trust by the Terms of the Trust and his Conflict of Interest.

A. Theodore Bernstein is Not Eligible to Serve as a Successor Trustee under the very terms of the alleged Revocable Trust, which means he is "unfit" under §736.0706(2)(c).

1. Ted Bernstein is a "related party" and therefore not eligible to serve.

The previous co-trustees of the alleged Revocable Trust were Donald Tescher, Esq. ("TESCHER") and Robert Spallina, Esq. ("SPALLINA") by virtue of the Successor Trustee provision set forth in Article IV, Section C of the alleged Revocable Trust. A copy of the alleged Trust³ is attached hereto as Exhibit "A." By letter dated January 14, 2014 addressed to the five children of Simon Bernstein, TESCHER and SPALLINA, resigned as co-trustees of Simon's Revocable Trust, co-personal representatives/executors to the Estate of Simon, SPALLINA resigned as counsel to TED as alleged Trustee (for irreconcilable differences) in the Shirley Trust and as counsel to TED as Personal Representative of the Shirley Estate and both resigned in all other fiducial and legal capacities they were acting in for any Bernstein family related matters. Upon resignation TESCHER stating, "If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity." TESCHER made the appointment of TED after claiming he learned that his law firm and SPALLINA had fraudulently altered a Shirley trust document to change beneficiaries illegally and then make illegal distributions under a fraudulent scheme. The alleged successorship was done without sending notice to beneficiaries that they had done this transfer and the document transferring

³ This alleged Revocable Trust of Simon's has been found to have improper notarization affixed by the Governor Rick Scott's Notary Public Division. The two witnesses to the document have already confessed to fraudulent alteration of other documents in the Shirley Bernstein and Simon Bernstein Estates and Trusts, including admitted forgery and fraudulent notarizations.

PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE

Saturday, September 6, 2014

Page 5 of 32

notarized by the already convicted Felon for fraudulent notarizations, Kimberly Moran. TED accepted the alleged successorship without sending notice to beneficiaries and neither TESCHER, SPALLINA or TED provided an accounting of the trust upon the transfer, all in violation of Probate and Trust Rules and Statutes. A copy of the resignation letter is attached hereto as Exhibit "B."

If TED has become successor trustee of the Revocable Trust, he should be removed. He is ineligible under the very terms of the Revocable Trust to serve as successor trustee. Article IV, Section C.(3) (Page 16) of the Revocable Trust states:

C. Appointment of Successor Trustee
3. ... A successor Trustee appointed under this subparagraph shall **not** be a Related or Subordinate Party of the trust. (**emphasis added**)

Under Article III, Subsection E(7), A "Related or Subordinate Party" is defined in the Trust as follows:

ARTICLE III. GENERAL

E. Definitions. In this Agreement,

7. Related or Subordinate Party. A "*Related or Subordinate Party*" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

The "Code" is defined as "the Internal Revenue Code of 1986 ... "

A "Related or subordinate party" under the Code means any nonadverse party who is " ... (2) any one of the following: The Grantor's father, mother, issue, brother or sister ... "

TED is the son, or an "issue" of the Grantor, SIMON BERNSTEIN, and a related party (father) to alleged beneficiaries, TED's sons, SIMON's grandsons. Therefore, TED is ineligible as a Related or Subordinate Party and is therefore again unfit to serve as a successor trustee under §736.0706(2)(c).

2. Ted Bernstein was specifically disqualified to be a Successor Trustee by the terms of the Trust.

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Another provision of the Trust also disqualifies TED.

Article III E (1) states:

Notwithstanding the foregoing, **for all purposes of this Trust and the dispositions made hereunder**, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me ... " **(emphasis added)**

The prior Simon revocable trust done in 2008 that was alleged to be amended by Simon 48 days prior to his sudden and unexpected death reads from Article III E (1),

E. **Definitions**. In this Agreement,

1. **Children. Lineal Descendants**. The terms "child," "children" and "lineal descendants mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. **Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me**, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder. **(emphasis added)**

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Therefore, by the very language of the Trust and the prior pre alleged Amended and Restated Simon trust done with Shirley in 2008⁴, Ted Bernstein, in either beneficiary scenario is wholly disinherited, predeceased and disqualified by these provisions to serve as a Successor Trustee as TED is considered DEAD for all purposes of the disposition and distributions of the trust. This is Prima Facie evidence for this Court to act on its own motion and instantly remove TED to protect the interests of the beneficiaries and others from an unqualified and possibly fraudulent successorship.

SPALLINA and TESCHER allegedly appointed TED as they parted in disgrace despite this language that disqualifies him, the language **that they wrote**. This transfer fraudulent transfer of fiduciary power and trusteeship was to retain the illegal Dominion and Control of the Estates and Trusts that TED, TESCHER and SPALLINA gained through the fraudulent documents, a criminal succession of trusteeship. TED, should have been removed with TESCHER and SPALLINA with his counsel Alan B. Rose, as they are centrally involved in the fraudulent schemes and illegal distributions made and TED and his minion of attorneys at law have benefited the most from the crimes committed by his former counsel TESCHER and SPALLINA. TESCHER and SPALLINA are also TED's close personal friends and business associates and TED brought them in to the Bemstein family. This illegal transfer assured TESCHER and SPALLINA a successor that would continue to aid and abet their crimes and attempt to cover them up in the Court and prevent the beneficiaries access to the estate and trust information. This continuation of breaches is alleged to be exactly what is taking place since TED has claimed these fiduciary roles, in what appears yet another Fraud on this Court by now the unfit and unqualified alleged successor TED and his last remaining lawyer Rose, after four have already abandoned him. In Shirley's Estate this Court appointed TED as PR after reopening the Estate due to TESCHER, SPALLINA and others frauds. TED, since the

⁴ The original Simon Trust done in 2008 with Shirley was not turned over to beneficiaries until TESCHER and SPALLINA were ordered by the Court to turn over their records upon their removal in 2014 to the Curator Benjamin Brown, Esq.

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time of appointment in October 2013, has failed to provide, a full copy of the Shirley Will and Trusts with all Schedules and Addendums (as required by statute to account for the Trust Corpus/Trust Res) and has provided no statutorily required accountings. These intentional violations of Probate and Trust Rules and Statutes by TED since your honor found him fit in October 2013, and again this is a serious enough breach of fiduciary duties for this Court to instantly remove Theodore on its own motion as unfit, unqualified and for egregious breaches of fiduciary duties in failure to accountant.

B. Ted Bernstein, as Trustee of the Revocable Trust, has a Conflict of Interest with the Estate of Simon Bernstein.

At the time of SIMON'S death, it was determined that there existed a life insurance policy issued by Heritage Union Insurance Company ("Heritage") allegedly payable to the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995 (the "Insurance Trust")⁵ as beneficiary.

Shortly after SIMON's death in 2012, Robert Spallina, one of the, resigning Co-Personal Representatives of the Estate of Simon Bemstein, resigning Co-Trustees of Simon's Revocable Trust, resigning counsel to the Co-Personal Representatives and Co-Trustees TESCHER and SPALLINA, resigning counsel to TED as Personal Representative of the Shirley Estate and resigning counsel to TED as alleged Trustee in the Shirley Irrevocable Trusts, submitted a claim form to Heritage Union Life on behalf of the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995 that he signed as "Trustee", for the benefit of the grown children of Simon Bernstein. SPALLINA did not tender the 2000 Proskauer Trust in his possession, instead intentionally secreting that. SPALLINA submitted this death benefit claim despite having informed Heritage by letter shortly thereafter that he was "unable to locate the Simon Bemstein Irrevocable Insurance Trust dated

⁵ The Court should note that in TESCHER and SPALLINA's production documents Ordered by this Court to be turned over to the appointed Curator, Benjamin Brown, Esq., turned up a 2000 insurance trust done by Proskauer Rose, LLP. This Proskauer insurance trust specifically mentioned the insurance policy as part of the trust corpus. This trust was discovered with correspondences indicating that it was intentionally secreted from this Court, a US Federal Court and the true and proper beneficiaries with intent and scienter and replaced with a scheme to use a "lost" and "missing" 1995 Insurance Trust that no executed copies exist for or have been produced. See Exhibit F.

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June 1, 1995." (See Exhibit "C" attached.) Under Florida law, if it is determined that no Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995 existed at the time of SIMON' s death, the insurance proceeds would be payable to the personal representative of the Estate. They would then after satisfying possibly any Creditors flow into a pour over trust for either Eliot, Lisa and Jill or the ten grandchildren of Simon, which will be determined by this Court in the future due to the frauds committed in the dispositive documents. In no scenario would TED or PAMELA receive any proceeds if they flowed into the Estate and thus have conflicting interests with their children that they allege to be beneficiaries of Simon's Estate and Trusts and other beneficiaries.

Because no executed insurance trust instrument was produced, Heritage refused to pay the life insurance proceeds to anyone without a court order and so DENIED the claim⁶. To this date, almost two years later, no executed trust instrument has been tendered in the Federal Illinois Insurance Litigation. That Ted Bernstein acting as "Trustee" on behalf of the legally nonexistent Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the "Life Insurance Litigation") for Breach of Contract for Heritage's failure to pay the claim to the legally nonexistent trust. The case has since been removed to the United States District Court for the Northern District of Illinois in Chicago under the tutelage of the Honorable Amy St. Eve.

The Estate of Simon Bernstein filed a Motion to Intervene in the Life Insurance Litigation to assert the Estate's interest in the life insurance proceeds. The Plaintiffs, including TED acting as "Trustee", after SPALLINA initially filed the death benefit claim as the "Trustee"

⁶ The Court should note that SPALLINA filed the claim acting as the trustee of the lost trust that he claims never to have seen or possessed and attempted to have the monies converted and comingled with his law firm Tescher & Spallina P.A. account.

The Court should further note that when the Illinois Life Insurance Litigation was filed shortly after SPALLINA's claim was denied, TED filed the lawsuit as trustee to the lost trust that he too claims never to have seen or possessed an executed copy of, replacing SPALLINA.

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of the legally nonexistent trust, filed a Memorandum of Law in Opposition to the Estate's Motion to Intervene (the "Opposition Memorandum") (*See*, Exhibit "D," attached).

The opening paragraph of the Opposition Memorandum states as follows:

NOW COMES Plaintiffs, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, by **TED BERNSTEIN, as Trustee**, (collectively referred to as "BERNSTEIN TRUST"), **TED BERNSTEIN, individually**, PAMELA B. SIMON, JILL IANTONI AND LISA FRIEDSTEIN, and state as their Memorandum of Law in Opposition to the Estate of Simon Bernstein's Motion to Intervene as follows: **(emphasis added)**

TED stands to benefit personally if the claim by the Simon Bernstein Estate to the life insurance proceeds is defeated because TED and his siblings (**other than Eliot**) have taken the position that they are the beneficiaries of the legally nonexistent lost or missing Insurance Trust. Despite the opposition of TED BERNSTEIN to the Intervention, the court has granted the Estate's Motion to Intervene. TED is now an opposing party of record to the Estate's interest in the Life Insurance litigation.

TED, individually and as the alleged trustee of the alleged Insurance Trust, has placed his personal interests above the interests of the Revocable Trust beneficiaries, who are allegedly the grandchildren of SIMON or may be Eliot, Jill and Lisa, through TED's open, notorious and public opposition to the Estate's intervention in the Life Insurance Litigation. This creates an inherent conflict of interest for TED. TED, as successor trustee of the Revocable Trust, owes a duty of loyalty under §736.0706(1), Fla. Stat. (2014) to the trust beneficiaries, to administer the trust solely in their interest. The Estate and trust beneficiaries are alleged to be the grandchildren of Simon Bernstein, although Eliot has challenged these documents done days before Simon's death validity, especially in light of already proven, admitted and alleged crimes committed in Shirley and Simon's Estate and Trusts. The crimes, include but are not limited to,

- i. six admitted instances of forgery (including Post Mortem for Simon),

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- ii. a proven felony conviction rendered for an admitted six fraudulent notarizations (including Post Mortem for Simon),
- iii. an admitted fraudulent alteration of a Shirley's Trust document by SPALLINA,
- iv. Fraud on the Court through fraudulent and false instruments posited in the Court by Officers of the Court and Tescher & Spallina, PA law firm, acting on behalf of a DEAD Personal Representative to close the Estate of Shirley, and,
- v. the Governor Rick Scott's Notary Public Division's findings of improper notarizations on Simon's alleged 2012 Will and Amended and Restated Simon Bernstein Trust done 48 days before his death. The legally invalid notarizations leave it unknown if Simon was present on the day of signing the documents and the only witnesses to alleged signing of the document have already admitted to fraud, SPALLINA and MORAN.

This means TED must support, or at the least not obstruct, the efforts of the Estate to attempt to recover an additional alleged \$1.7 million in life insurance benefits⁷. If so recovered, this would dramatically increase the Estate assets that Eliot and/or his children will receive (when the Court determines the beneficiaries due to the residue effects of the crimes that attempted to change beneficiaries in the Estates and Trusts of Shirley and Simon that have caused intentional interferences and delays with expectancies. By opposing intervention by the Estate TED's actions exposed the estate/trust assets to liability. The need to have this Court Order intervention was due to the fact that TED'S counsel and the prior Co-Personal Representatives/Executors and Co-Trustees Robert Spallina, Esq. and Donald Tescher, Esq. to the Estate, failed to file any intervener action on behalf of the Estate and in fact aided and abetted TED'S efforts to convert the asset of the Estate to TED by SPALLINA'S filing the alleged Fraudulent Insurance Claim to benefit his client TED.

⁷ The Court should also note that NO parties in the Insurance Litigation, including the life insurance carriers involved to date have produced a bona fide copy of the executed insurance policy for the Breach of Contract lawsuit that is based upon it and thus no terms, including the beneficiaries and the face are known at this time, making this yet another "Rabbit Hole" of apparent malfeasances.

SPALLINA actually acted as the "Trustee" of the lost insurance trust that he claims never to have seen or possessed and also fraudulently acted as the "Trustee" of the primary beneficiary "LaSalle National Trust NA" at his business address, as evidenced in Exhibit C. When the carrier DENIED SPALLINA's claim, TED filed the Insurance Litigation as the Trustee of the lost trust and not SPALLINA. However, both TED and SPALLINA have made statements that they have never seen or possessed this missing trust and yet both claim to be "Trustee" for various of their fraudulent attempts to collect the proceeds outside the Estate.

Thanks to, this Court, William Stansbury (who has financed the counsel for the beneficiaries and his interests as a Creditor), Peter Feaman, Esq., Benjamin Brown, Esq. and others, the Estate is now represented by counsel. Once the disgraced TESCHER and SPALLINA were removed from these matters, the Estate was able by Order of the Court to retain counsel to intervene in the Federal action on behalf of the Estate of Simon in efforts to protect the beneficiaries. The Federal court has now allowed that intervention on behalf of the Estate of Simon and the Estate is represented for the first time in almost two years. More importantly, TED'S efforts in the Life Insurance Litigation are designed to keep the alleged \$1.7 million out of the estate and trust and to redirect the money to him and his siblings (excluding Eliot).

As a consequence of the foregoing, TED is in breach of his fiduciary duty to the beneficiaries of the Revocable Trust by opposing efforts to make the Estate more solvent, which in turn exposes the Trust to increased liability, and warrants his removal under §736.0706(2)(a). Ted's continued interference is an attempt to redirect estate assets to himself personally and would further damage the estate beneficiaries. In addition, Ted's interference with his minion of Attorneys at Law has caused un-necessary and costly legal fees of an unknown amount since no accountings for legal fees have been submitted to this Court or the beneficiaries.

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Additionally, this inherent and irreparable conflict of interest is a breach of his duty of loyalty and warrants removal under *Aiello, supra*, 793 So. 2d at 1152. *See also Brigham v. Brigham*, 119 So. 3d 374, 386 (Fla. 3d DCA 2009); *McCormick v. Cox*, 118 So. 3d 980, 987-88 (Fla. 3d DCA 2013) (removal of trustee was warranted where trustee had a conflict of interest and breach his fiduciary duties; trial court properly exercised its authority to remove trustee).

C. Misconduct in the Shirley Bernstein Estate and Trust

There are serious proven and admitted felony crimes and further allegations of fraud, forgery and fraudulently altered trust documents in the Shirley Bernstein Estate and Shirley Bernstein trust, where Ted Bernstein is the Personal Representative of the Estate and the alleged Successor Trustee of Shirley's trust. Documents were submitted to the Court bearing notarized signatures of Simon Bernstein on a date after he had passed away. The signatures were admitted to be FORGED for six parties, including Simon Post Mortem and Eliot. TESCHER and SPALLINA's Legal Assistant and Notary Public, Kimberly Francis Moran, confessed to Palm Beach County Sheriff Investigators that she fraudulently notarized and forged documents and since has been arrested and convicted of Felony misconduct. That these documents and others were then posited with the Court by TESCHER and SPALLINA through their law firm Tescher & Spallina P.A. on behalf of Simon acting as the PR/Executor while DEAD. Yes, Simon was DEAD yet acting as PR/Executor and where TESCHER and SPALLINA failed to notify the Court of his death and elect a successor to properly and legally close Shirley's Estate, instead using Simon to close the Estate four months after he had passed. This was done as part of a larger fraud in efforts to change beneficiaries of Shirley's irrevocable trust's beneficiary class, committed through a series of Frauds on the Court that used Simon when he was dead, to appear living at the closing of Shirley's Estate. No successor was appointed until this Court reopened the Estate of Shirley due to the fact that Simon closed the Estate as Personal Representative/Executor while dead.

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This Court was apprised of these allegations in a hearing conducted September 13, 2013 wherein the Court stated it had enough Prima Facie evidence of felony criminal misconduct and Fraud on the Court by the potential parties involved in advancing these frauds, TED and SPALLINA, that Your Honor stated they should be read their Miranda Rights, twice. (See Transcript of Proceedings, pages 15 and 16, attached as Exhibit "E.")

Evidence and admissions of further felony misconduct have since been obtained regarding new acts recently uncovered and there are many new crimes being alleged after receiving new and damning evidence from the former disgraced fiduciaries and attorneys at law, TESCHER and SPALLINA, when they resigned and turned over their records and properties to the successor curator, Benjamin Brown, Esq. Brown then turned the information over finally to beneficiaries as part of their records and there appears to be a plethora of new crimes uncovered.

Further, the attorney, SPALLINA for TED BERNSTEIN as Personal Representative of the Estate of Shirley Bernstein has admitted to altering provisions of the Shirley Bernstein Trust to Palm Beach County Sheriff Investigators⁸, which had the effect of benefitting TED BERNSTEIN's family primarily and directly in efforts to fraudulently and knowingly convert assets to TED's family. That TED advanced the fraudulent beneficiary scheme to change Shirley's beneficiaries of her irrevocable beneficiary class with TESCHER and SPALLINA. Statements made by SPALLINA to Palm Beach Sheriff Investigators reveal that TED took distributions against the advice of his counsel, again making him wholly unfit to continue as a fiduciary in these matters.

TED also claimed to Palm Beach Sheriff Investigators that he had not read all of Shirley's trust documents that he was acting as fiduciary under, see the attached PBSO report.

⁸ Palm Beach County Sheriff Reports can be found at [www.iviewit.tv/Sheriff Reports.pdf](http://www.iviewit.tv/Sheriff%20Reports.pdf), fully incorporated by reference herein.

Ted Bernstein's involvement with his former counsel TESCHER and SPALLINA⁹ in such activity involving the Estate and Trust of Shirley Bernstein should disqualify him from serving as Successor Trustee of the Revocable Trust or any other fiducial capacities in the Estates and Trusts of Simon and Shirley.

That in addition to the instant pleading, the following already filed pleadings, in particular to the motions and petitions to remove TED, are hereby be incorporated in entirety with all Exhibits by reference herein, as additional facts and Prima Facie Evidence for the Court to consider in the removal of TED in all fiducial roles in the Estates and Trusts of Simon and Shirley Bernstein;

- i. Docket #244 – Simon Estate (see Exhibit G)
 - MOT - MOTION
 - Filing Date:** 28-AUG-2014
 - Filing Party:** BERNSTEIN, ELIOT IVAN
 - Docket Text:** (AMENDED) FOR REMOVAL OF PERSONAL REPRESENTATIVE AND TRUSTEE OF THE ESTATES AND TRUST OF SIMON AND SHIRLEY BERNSTEIN IN ALL FIDUCIAL CAPACITIES ON THE COURT'S OWN INITIATIVE UNEXECUTED ORDER ATTACHED FILED
- ii. Docket #215 - Simon Estate (see Exhibit H)
 - PET - PETITION
 - Filing Date:** 29-JUL-2014
 - Filing Party:** STANSBURY, WILLIAM E
 - Docket Text:** PETITION TO REMOVE TED BERNSTEIN AS SUCCESSOR TRUSTEE OF THE SIMON BERNSTEIN REVOCABLE TRUST
- iii. Docket #188 - Simon Estate (see Exhibit I)
 - 188 RESP - RESPONSE TO:
 - Filing Date:** 27-JUN-2014
 - Filing Party:** STANSBURY, WILLIAM E

⁹ The Court should note that TED's current counsel, Alan B. Rose, Esq. was also involved in knowingly advancing the fraudulent beneficiary scheme with TESCHER, SPALLINA and TED and continues to advance such fraudulent scheme through continued toxic pleadings with this Court in efforts to now have the Court change Shirley trust documents, four years Post Mortem, in efforts to have the Court, through Fraud on the Court, change the beneficiaries of Shirley's Irrevocable Beneficiary Class to fit the crimes already committed by TED and his siblings, other than Eliot, when they knowingly took distributions to knowingly improper parties to mainly benefit TED and his sister Pamela Simon who were both disinherited and considered predeceased by both Simon and Shirley, for good and just cause and perhaps this Court is starting to see in part why their parents did not want them involved in the Estates and Trusts in any way, shape or form, as stated, "for all purposes."

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Docket Text: RESPONSE IN OPPOSITION TO THE APPOINTMENT OF TED BERNSTEIN AS SUCCESSOR PERSONAL REPRESENTATIVE AND MOTION FOR THE APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS BOTH SUCCESSOR PERSONAL REPRESENTATIVE AND TRUSTEE OF THE SIMON BERNSTEIN TRUST AGREEMENT F/B

iv. Docket #126 - Simon Estate (see Exhibit J)

126 NOF - NOTICE OF FILING

Filing Date: 22-MAY-2014

Filing Party: William Stansbury

Docket Text: JOINDER IN PETITION FILED BY ELIOT IVAN BERNSTEIN FOR REMOVAL OF TRUSTEE AND FOR TRUST ACCOUNTING F/B WILLIAM E. STANSBURY, CREDITOR OF THE E/O SIMON BERNSTEIN E-FILED

v. Docket # - Simon Estate (see Exhibit K)

97 PET - PETITION

Filing Date: 07-APR-2014

Filing Party: Eliot Bernstein

Docket Text: PETITION FOR CONSTRUCTION OF TESTAMENTARY TRUST, FOR REMOVAL OF TRUSTEE AND FOR TRUST ACCOUNTING BY ELIOT IVAN BERNSTEIN

WHEREFORE, Eliot Ivan Bernstein requests that THEODORE "TED" STUART BERNSTEIN, the alleged apparent successor trustee of the Simon Bernstein Trust, be removed, that the court appoint a Successor Trustee with no apparent conflicts of interest, and that the Court require the filing of a Trust Accounting, whereby TED and the former removed fiduciaries, TESCHER and

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SPALLINA, have failed to file or tender to beneficiaries any accounting in the Estate of Shirley and the Shirley trusts for four years and the Simon trust for two years¹⁰.

Dated, September 06, 2014.

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, September 06, 2014.

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

X

SERVICE LIST

¹⁰ The Court should note that NO COMPLETE TRUSTS OR WILLS HAVE EVER BEEN PROVIDED to beneficiaries with all of the Schedules and Addendums attached to show what the Corpus of each entity is and the only accounting tendered in these matters was for Simon's Estate. The accounting provided was upon the Court's Order for TESCHER and SPALLINA to file a Final Accounting upon their termination. That accounting has been challenged by ALL parties, including, the Curator Benjamin Brown, Esq., the new Personal Representative of the Simon Estate, Brian O'Connell, Esq. and Eliot, for gross violations of statutory accounting rules and regulations and more.

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<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 tbernstein@lifeinsuranceconcepts.com</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 & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 arose@pm-law.com and arose@mrachek-law.com mhandler@mrachek-law.com cklein@mrachek-law.com lmrachek@mrachek-law.com rfitzgerald@mrachek-law.com skonopka@mrachek-law.com dthomas@mrachek-law.com gweiss@mrachek-law.com jbaker@mrachek-law.com mhandler@mrachek-law.com lchristian@mrachek-law.com tclarke@mrachek-law.com gdavies@mrachek-law.com pgillman@mrachek-law.com dkelly@mrachek-law.com cklein@mrachek-law.com williamson@mrachek-law.com</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 courtfilings@pankauskilawfirm.com john@pankauskilawfirm.com</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 & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 rspallina@tescherspallina.com kmoran@tescherspallina.com ddustin@tescherspallina.com</p>
<p>RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD</p> <p>Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com</p>	<p>COUNSEL FOR LIMITED APPEARANCE representing Mr. Tescher in connection with his Petition for Designation and Discharge as Co-Personal Representative of the Estate of Simon L. Bernstein, deceased.</p> <p>Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 ijb@jblegal.com martin@kolawyers.com</p>	<p>RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM and FORMER WITHDRAWN COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES, NO NOTICES OF APPEARANCES</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>RESPONDENT INDIVIDUALLY, PROFESSIONALLY AND LAW FIRM AND AS FORMER COUNSEL TO THEODORE BERNSTEIN IN VARIOUS CAPACITIES</p> <p>Donald Tescher, Esq., Tescher & Spallina, P.A. Boca Village Corporate Center I 4855 Technology Way Suite 720 Boca Raton, FL 33431 dtescher@tescherspallina.com dtescher@tescherspallina.com</p>

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			ddustin@tescherspallina.com kmoran@tescherspallina.com
RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	COUNSEL TO CREDITOR WILLIAM STANSBURY Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 pfeaman@feamanlaw.com service@feamanlaw.com mkoskey@feamanlaw.com	COURT APPROVED CURATOR TO REPLACE THE REMOVED FORMER PERSONAL REPRESENTATIVES/CO-TRUSTEES/COUNSEL TO THEMSELVES AS FIDUCIARIES TESCHER AND SPALLINA Benjamin Brown, Esq., Thornton B Henry, Esq., and Peter Matwiczuk Matwiczuk & Brown, LLP 625 No. Flagler Drive Suite 401 West Palm Beach, FL 33401 bbrown@matbrolaw.com attorneys@matbrolaw.com bhenry@matbrolaw.com pmatwiczuk@matbrolaw.com	COUNSEL FOR JILL IANTONI and LISA FRIEDSTEIN William M. Pearson, Esq. P.O. Box 1076 Miami, FL 33149 wpearsonlaw@bellsouth.net
RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com lisa@friedsteins.com	COUNSEL FOR JILL IANTONI and LISA FRIEDSTEIN William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 bill@palmettobaylaw.com eservice@palmettobaylaw.com tmealy@gcprobatelaw.com	RESPONDENT – ADULT CHILD Alexandra Bernstein 3000 Washington Blvd, Apt 424 Arlington, VA, 22201 alb07e@gmail.com	RESPONDENT/ARRESTED AND CONVICTED OF FRAUD AND ADMITTED TO FORGERY OF SIX SIGNATURES, INCLUDING POST MORTEM FOR SIMON/HAS HAD NOTARY PUBLIC LICENSE REVOKED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION. *See notes Kimberly Moran kmoran@tescherspallina.com

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<p>RESPONDENT ADULT CHILD</p> <p>Eric Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 eberstein@lifeinsuranceconcepts.com m edb07@fsu.edu edb07fsu@gmail.com</p>	<p>RESPONDENT – INITIALLY MINOR CHILD AND NOW ADULT CHILD</p> <p>Michael Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 mchl_bernstein@yahoo.com</p>		<p>COUNSEL TO ALEXANDRA, ERIC AND MICHAEL BERNSTEIN AND MOLLY SIMON</p> <p>John P Morrissey, Esq. John P. Morrissey, P.A. 330 Clematis Street Suite 213 West Palm Beach, FL 33401 john@jmorrisseylaw.com</p>
<p>RESPONDENT – ADULT STEPSON TO THEODORE</p> <p>Matt Logan 2231 Bloods Grove Circle Delray Beach, FL 33445 matl89@aol.com</p>	<p>RESPONDENTS – MINOR CHILDREN OF PETITIONER</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 iviewit@iviewit.tv</p>	<p>RESPONDENT – MINOR CHILD</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 jilliantoni@gmail.com</p>	
<p>RESPONDENT/REPRIMANDED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION FOR FAILING TO NOTARIZE AN ALLEGED 2012 WILL AND TRUST OF SIMON AND SIGNING NOTARY UNDER FALSE NAME</p> <p>Lindsay Baxley aka Lindsay Giles lindsay@lifeinsuranceconcepts.com</p>	<p>RESPONDENT MINOR CHILDREN</p> <p>Carley & Max Friedstein, Minors c/o Jeffrey and Lisa Friedstein Parents and Natural Guardians 2142 Churchill Lane Highland Park, IL 6003 Lisa@friedsteins.com lisa.friedstein@gmail.com</p>	<p>RESPONDENT – MINOR CHILD INITIALLY NOW ADULT CHILD</p> <p>Molly Simon 1731 N. Old Pueblo Drive Tucson, AZ 85745 molly.simon1203@gmail.com</p>	

EXHIBIT A

ALLEGED TRUST OF SIMON L. BERNSTEIN

EXHIBIT
PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE
Saturday, September 6, 2014

BATES NO. EIB 002769
02/27/2017

SIMON L. BERNSTEIN
AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

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LAW OFFICES
TESCHER & SPALLINA, P.A.

EXHIBIT A

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

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

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

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

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

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

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

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

SIMON L. BERNSTEIN
AMENDED AND RESTATED TRUST AGREEMENT

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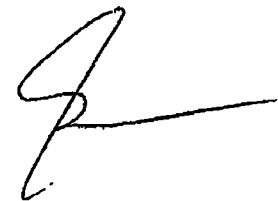
C. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Disposition of Trust Upon My Death. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "*beneficiary*" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. Trusts for Beneficiaries. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. 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 grandchild 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 any of my lineal descendants (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.

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.

D. Termination of Small Trust. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than \$50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. Contingent Gift. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. Protective Provision. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. Maximum Duration. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

SIMON L. BERNSTEIN
AMENDED AND RESTATED TRUST AGREEMENT

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TESCHER & SPALLINA, P.A.

BATES NO. EIB 002773
02/27/2017

A. **Disability.** Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions.** The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse.**

1. **In General.** If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. **Testing.** The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. **Treatment.** If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "*child*," "*children*," "*grandchild*," "*grandchildren*" 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 born of female lineal descendants, and (c) 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. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "Code" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "Disabled" or being under "Disability" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "education" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's "Needs" means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's "Welfare" means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to



such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "*per stirpes*" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "*Related or Subordinate Party*" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "*spouse*" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such



Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. Presumption of Survivorship. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. Governing Law. This Agreement is governed by the law of the State of Florida.

J. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested



beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph LA hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.



4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "*Business Entities*"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

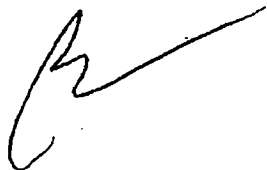
e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.



11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.



18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust



hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C., subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or



entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual



and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the



Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. Third Parties. No one dealing with the Trustee need inquire into its authority or its application of property.

L. Merger of Trusts. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. Multiple Trustees. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons



designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. Individual Retirement Accounts. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

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1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. Gift Transfers Made From Trust During My Lifetime. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. **Recipients.** The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).



2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars (\$5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,
2. my funeral expenses without regard to legal limitations,
3. the expenses of administering my estate,
4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and
5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock.** Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead.** I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]



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

SETTLOR and TRUSTEE:

[Handwritten signature of Simon L. Bernstein]

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 27 day of July, 2012:

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

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

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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

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

[Seal with Commission Expiration Date]

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

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

SIMON L. BERNSTEIN
AMENDED AND RESTATED TRUST AGREEMENT

-24-

LAW OFFICES
TESCHER & SPALLINA, P.A.

EXHIBIT B

DONALD R. TESCHER, ESQ. LETTER DATED JANUARY 14, 2014

EXHIBIT
PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE
Saturday, September 6, 2014

BATES NO. EIB 002795
02/27/2017

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

ATTORNEYS

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

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

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

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

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

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

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

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

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

EXHIBIT B

Bernstein Family
January 14, 2014
Page 2

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

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

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

Very truly yours,



DONALD R. TESCHER

DRT/km

cc: Alan Rose, Esq.

EXHIBIT C

**ALLEGED FRAUDULENT INSURANCE CLAIM SUBMITTED BY
ATTORNEY AT LAW ROBERT L. SPALLINA, ESQ. AND RELATED
CORRESPONDENCES**

**EXHIBIT
PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE
Saturday, September 6, 2014**

BATES NO. EIB 002798
02/27/2017

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
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DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

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

December 6, 2012

VIA FACSIMILE: 803-333-4936

Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

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

Dear Bree:

As per our earlier telephone conversation:

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

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

Sincerely,


ROBERT L. SPALLINA

RLS/km

Enclosures

EXHIBIT C

BATES NO. EIB 002799
02/27/2017

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
1855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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

SUPPORT STAFF
DIANE DOWD
KIMBERLY MCGINNIS
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

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

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which is the trust listed as beneficiary of the above referenced policy. We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post. We are unable to locate a copy of the original insurance policy.

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

Sincerely,


ROBERT L. SPALLINA

RLS/am

Enclosures

JCK001277

BATES NO. EIB 002800
02/27/2017

CLAIMANT STATEMENT
Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- An original certified death certificate showing the cause of death. Photocopies are not acceptable.
- The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- This claim form completed and signed by the claimant(s).

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- If the beneficiary is the Estate of the Insured, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- If the beneficiary is a trust, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- If the beneficiary is a minor, we will require evidence of court appointed guardianship of the Minor's Estate.
- If the policy is collaterally assigned, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- If the primary beneficiary(ies) is (are) deceased, we will require a death certificate for each deceased beneficiary.
- If the policy has a split dollar agreement associated with it, we will require a copy of said agreement.
- If the policy is subject to a Viatical or a Life Settlement transaction, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

0008630 0007710

DECEDENT INFORMATION			
1. Name of Deceased (Last, First Middle) Bernstein, Simon Leon		2. Last 4 digits of Deceased's Social Security No: 5241	
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below:			
4. Policy Number(s) 1009208		5. If policy is lost or not available, please explain: unable to locate, policy is 30 years old	
6. Deceased's Date of Death 09/13/12		7. Cause of Death natural causes	8. <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending
CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section. Simon Bernstein Irrevocable Insurance Trust			
10. Street Address		11. City	12. State and Zip
			13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number		16. Relationship to Deceased
17. I am filing this claim as:			
<input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship:			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CLAIMANT INFORMATION (to be completed by 2 nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address		22. City	23. State and Zip
			24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number		27. Relationship to Deceased
28. I am filing this claim as:			
<input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship:			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? <input type="checkbox"/> Yes <input type="checkbox"/> No			

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.
 CL 6912F LIG Claimant Statement No 7AA 12/23/2011 Page 3

JCK001271

CLAIMANT STATEMENT

00000000000002711

SETTLEMENT OPTIONS	
<p>The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.</p> <p>If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.</p>	
<p>_____</p> <p style="text-align: center;">Name of Settlement Option from Policy</p>	
Important Information About the USA PATRIOT Act	
<p>To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.</p>	
SUBSTITUTE FOR IRS FORM W-9	
<p>This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 7 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.</p>	
SIGNATURES	
<p>I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.</p> <p>For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>For Residents of All Other States: See the Fraud Information section of this claim form.</p> <p>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</p>	
<p><i>[Signature]</i></p> <p>_____</p> <p>Signature of Claimant and Title</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Signature of Second Claimant, if any, and Title</p>	<p>_____</p> <p>Date</p>

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

65066686.0002712

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

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

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

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

- 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust Simon Bernstein Irrevocable Insurance Trust		Date of Trust Agreement 06/01/1995
Date of all Amendments		Trust Tax ID Number 65-6178966
Printed Name of Trustee(s)	Signature(s)	
a. Robert L. Spallina	<i>[Signature]</i>	
b. _____	_____	
c. _____	_____	
d. _____	_____	

Spallina signs as trustee = FRAUD

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651

Phone 800-825-0003 Fax 803-333-4936

Visit us at www.insurance-servicing.com

October 5, 2012

LASALLE NATIONAL TRUST N.A TRUSTEE
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09765315

Dear Trustee:

We are writing in response to your notification of the death of Simon Bernstein. Our sincere condolences go to the family for their loss.

In order to proceed with our review of the claim, we require the following items to be submitted:

- The enclosed Claimant Statement completed and signed by the named beneficiary. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- A certified death certificate. This should indicate cause of death, manner of death, date of birth and Social Security Number.
- Return the original policy – If the original policy cannot be located, please note on the Claimant Statement (Page 3, Item 4).
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.
- Letter of representation or written authorization signed by the beneficiary authorizing information to be released on the above referenced policy.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

JCK001262

BATES NO. EIB 002806
02/27/2017

We will promptly review and evaluate the claim upon receipt of the required documents. A valid claim will include interest due and payable from the date of death at a rate of 10% if we do not pay the claim within 31 days from the latest of 1) the date that we receive proof of death, 2) the date we receive sufficient information to determine our liability and the appropriate beneficiary(ies) entitled to the proceeds; or 3) the date that any legal impediments are resolved

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Diane Henderson
Claims Manager

Enclosure(s): Life Claimant Statement No RAA

JCK001263

BATES NO. EIB 002807
02/27/2017

AWD History for Work object key 2012-10-04-10.38.59.016241T01

JLIFE - DTHCLM - CLLEGAL - CLIENT - Updateable

- 1009208 - - BERNSTEIN - SIMON - 19 - SRDC00014031

Social Security Num: [REDACTED] Policy Number: 1009208

Agent Number: [REDACTED] Insured's Last Name: BERNSTEIN

Printed on Tuesday, May 07, 2013 at 3:01:53PM

Queue: CLIENT
User Name: MCDONALD, JIM L
DTM Description:
Comments:

Begin Date: 2013-01-17 Flags:
Begin Time: 16:49:34 DTM Job Name:
User Id: SMCXOJL DTM Return Code:
Workstation Id: DTM Task Name:
Business Area: DTM Next Task:
Type: End Date: 2013-01-17
Status: End Time: 16:49:34
Queue:
User Name: MCDONALD, JIM L
DTM Description:
Comments:

Received a call from attorney Spallina. He wants to talk to in-house counsel about not filing dec action because of expense. Sent Jackson legal message to call me or Spallina. JIM

Begin Date: 2013-01-17 Flags: 0000N0
Begin Time: 16:47:32 DTM Job Name:
User Id: SMCDOJL DTM Return Code:
Workstation Id: DTM Task Name:
Business Area: JLIFE DTM Next Task:
Type: DTHCLM End Date: 2013-01-17
Status: CLREVIEW End Time: 16:48:22
Queue: CLIENT
User Name: MCDONALD, JIM L
DTM Description:
Comments:

Begin Date: 2013-01-15 Flags:
Begin Time: 11:50:00 DTM Job Name:
User Id: JWALKK DTM Return Code:
Workstation Id: DTM Task Name:
Business Area: DTM Next Task:
Type: End Date: 2013-01-15
Status: End Time: 11:50:00
Queue:
User Name: WALKER, KELLIE
DTM Description:
Comments:

faxed client letter to Robert Spallina and advised of court order required..faxed to 561-997-7308

JCK001225

BATES NO. EIB 002808
02/27/2017

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, FL 32251
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A.
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
DOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and signed by the named beneficiary. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson
Claims Services

Enclosure(s) II, Department of Insurance Notification
Life Claimant Statement No RAA

JCK001290

BATES NO. EIB 002809
02/27/2017

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936

Attn: Brec
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62631

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

Dear Brec:

As per our earlier telephone conversation:

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

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

Sincerely,

Robert L. Spallina/km
ROBERT L. SPALLINA

RLS/km

Enclosures

JCK001297

From: (561) 997-7008
Kimberly Moran
TESCHER & SPALLINA
4855 Technology Way
Suite 720
BOCA RATON, FL 33431

Origin ID: PHKA

FedEx
Express



Shp Date: 21DEC12
ActWgt: 1.0 LB
CAD: 1544078/NET3300

Deliver Address Per Code



SHIP TO: (908) 825-0803

BILL SENDER

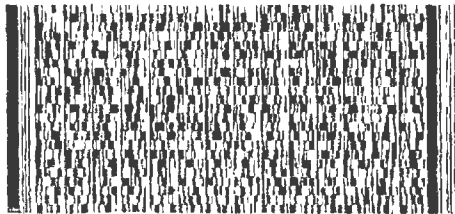
Claims Department
Heritage Union Life Insurance Compa
1275 Sandusky Road

JACKSONVILLE, IL 62651

Ref # Bernstein 11187.606
Invoice #
PC #
Dept #

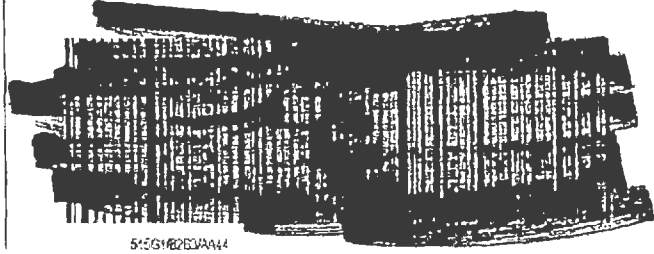
MON - 24 DEC AA
STANDARD OVERNIGHT

TRK# 7943 7521 3807
0281



SH SPIA

62651
IL-US
STL



515G18263A44

JCK001306

Eliot Bernstein

Subject: FW: Call with Robert Spallina tomorrow/Wednesday at 2pm EST

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

Sent: Tuesday, October 23, 2012 2:34 PM

To: Jill Iantoni; Eliot Bernstein; Ted Bernstein; Ted Bernstein; Pamela Simon; Lisa Friedstein

Subject: RE: Call with Robert Spallina tomorrow/Wednesday at 2pm EST

As discussed, I need the EIN application and will process the claim. Your father was the owner of the policy and we will need to prepare releases given the fact that we do not have the trust instrument and are making an educated guess that the beneficiaries are the five of you as a result of your mother predeceasing Si. Luckily we have a friendly carrier and they are willing to process the claim without a copy of the trust instrument. A call regarding this is not necessary. We have things under control and will get the claim processed expeditiously after we receive the form.

Thank you for your help.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

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

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

EXHIBIT D

**MEMORANDUM OF LAW IN OPPOSITION TO THE ESTATE'S
MOTION TO INTERVENE (THE "OPPOSITION MEMORANDUM")**

**EXHIBIT
PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE
Saturday, September 6, 2014**

BATES NO. EIB 002813
02/27/2017

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

SIMON BERNSTEIN IRREVOCABLE)
INSURANCE TRUST DTD 6/21/95,)
by Ted S. Bernstein,)

Plaintiff,)

v.)

HERITAGE UNION LIFE INSURANCE)
COMPANY,)

Defendant,)

-----)
HERITAGE UNION LIFE INSURANCE)
COMPANY)

Counter-Plaintiff)

v.)

SIMON BERNSTEIN IRREVOCABLE)
TRUST DTD 6/21/95)

Counter-Defendant)

and,)

FIRST ARLINGTON NATIONAL BANK)
as Trustee of S.B. Lexington, Inc. Employee)
Death Benefit Trust, UNITED BANK OF)
ILLINOIS, BANK OF AMERICA,)
Successor in interest to LaSalle National)
Trust, N.A., SIMON BERNSTEIN TRUST,)
N.A., TED BERNSTEIN, individually and)
as purported Tstee of the Simon Bernstein)
Irrevocable Insurance Trust Dtd 6/21/95,)
and ELIOT BERNSTEIN)
Third-Party Defendants.)

Case No. 13 cv 3643
Honorable Amy J. St. Eve
Magistrate Mary M. Rowland

PLAINTIFFS MEMORANDUM OF LAW
IN OPPOSITION TO ESTATE OF SIMON
BERNSTEIN'S MOTION TO
INTERVENE

EXHIBIT D

ELIOT IVAN BERNSTEIN,)
)
)
 Cross-Plaintiff)
)
 v.)
)
 TED BERNSTEIN, individually and)
 as alleged Trustee of the Simon Bernstein)
 Irrevocable Insurance Trust Dtd, 6/21/95)
)
 Cross-Defendant)
 and,)
)
 PAMELA B. SIMON, DAVID B.SIMON,)
 both Professionally and Personally)
 ADAM SIMON, both Professionally and)
 Personally, THE SIMON LAW FIRM,)
 TESCHER & SPALLINA, P.A.,)
 DONALD TESCHER, both Professionally)
 and Personally, ROBERT SPALLINA,)
 both Professionally and Personally,)
 LISA FRIEDSTEIN, JILL IANTONI)
 S.B. LEXINGTON, INC. EMPLOYEE)
 DEATH BENEFIT TRUST, S.T.P.)
 ENTERPRISES, INC. S.B. LEXINGTON,)
 INC., NATIONAL SERVICE)
 ASSOCIATION (OF FLORIDA),)
 NATIONAL SERVICE ASSOCIATION)
 (OF ILLINOIS) AND JOHN AND JANE)
 DOES)
)
 Third-Party Defendants.)
 _____)

NOW COMES Plaintiffs, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, by TED BERNSTEIN, as Trustee, (collectively referred to as “BERNSTEIN TRUST”), TED BERNSTEIN, individually, PAMELA B. SIMON, JILL IANTONI AND LISA FRIEDSTEIN, and state as their Memorandum of Law in Opposition to the Estate of Simon Bernstein’s Motion to Intervene as follows:

INTRODUCTION

On January 14, 2014, this court entered an Order denying the motion to intervene of William Stansbury -- a potential creditor of the Estate of Simon Bernstein. In so doing, the court found that allowing Stansbury to intervene would (i) “not serve the interests of judicial economy and would unduly prejudice the present parties to this lawsuit”, and (ii) “unduly delay the determination of the beneficiaries of the life insurance policy at issue in this lawsuit.”¹

Now, six months later, Stansbury seeks a second bite at the apple. Stansbury petitioned the Florida Probate Court to have an administrator ad litem appointed on behalf of the “Estate” to further Stansbury’s own agenda against the express wishes of decedent, Simon Bernstein. In fact, had Stansbury’s motion been granted in its entirety by the Florida court, Stansbury himself would have been appointed administrator ad litem. Instead, the Florida Court appointed the Curator (Mr. Brown) as administrator ad litem, but that appointment was expressly made subject to the conditions placed on the record in the Probate Court which will be discussed later.

What will become apparent is that this motion is a motion of the Estate in name only. This court should apply the law of the case established by its January 14th Order to deny Stansbury’s second effort to intervene in this lawsuit.

¹ Order entered January 14, 2014 [Dkt. #110].

FACTUAL BACKGROUND

1. After this court denied Stansbury's first motion to intervene, Stansbury filed a petition in the Florida Probate Court to have himself appointed as administrator ad litem.²

2. Benjamin Brown had been appointed curator of the Estate of Simon Bernstein following the resignation of the Estate's personal representative.

3. During the hearing counsel for the various interested parties in the probate matter, either objected to the appointment of any administrator ad litem so as to preserve estate assets, and/or objected to the appointment of William Stansbury. At the conclusion of the hearing, the Florida Court ultimately appointed Benjamin Brown to act as administrator ad litem.

4. As stated in the Probate Court's Order appointing Benjamin Brown, such appointment was made subject to the conditions that were made part of the record during the hearing.³

5. During the hearing on the motions, the discourse between counsel for the various interested parties and the judge made it clear that the instant motion to intervene would only occur with the legal fees and costs being funded not by the Estate, but by William Stansbury.⁴

6. One condition demanded by William Stansbury since he was funding this excursion was that he be kept advised by the Curator and his counsel and have input with how this litigation is prosecuted.⁵

² See Transcript of Hearing on petition to appoint administrator ad litem in the matter of the Estate of Simon Bernstein at pg. 5-6. A true and accurate copy of the transcript is attached hereto as Exh. A. See

³ See Probate Court Order attached to the Estate's motion to intervene as Exhibit B (Dkt. #).

⁴ See Transcript of Hearing on petition to appoint administrator ad litem in the matter of the Estate of Simon Bernstein. Exh. A pg. 13-14, 34-35, 39.

⁵ See Transcript, Exh. A at pg. 28-29.

7. The sole factual basis asserted by the Estate for its motion to intervene is set forth in its Complaint for Intervenor as follows: “Intervenor Benjamin Brown seeks a judgment from this Court declaring that *no* valid beneficiary is named under the Policy and the proceeds of the Policy must therefore be paid to the Estate.”

8. It has been over six months since the court entered its Order denying Stansbury’s motion. Stansbury chose not to pursue any motion for reconsideration or appellate review of the Order. Instead, Stansbury initiated and funded the Estate’s motion to intervene.

9. The Insurer, in response to a Notice for a Rule 30(b)(6) deposition provided the Affidavit of its witness, Don Sanders.⁶ A true and correct copy of the Aff. of Don Sanders is attached hereto as **Exh. B**.

10. At the time of the making of his Affidavit, Don Sanders was familiar with the Insurer’s Policy records. (Aff. of Don Sanders, **Exh. B** at ¶33).

11. According to the Policy records as verified by Don Sanders, no owner of the Policy ever submitted a beneficiary designation which designated “Simon Bernstein’s estate” or “the Estate” as beneficiary. (Aff. of Don Sanders, **Exh. B** at ¶70).

12. According to the Policy records as verified by Don Sanders, “on the date of death of Simon Bernstein, the Owner of the Policy was Simon Bernstein, the primary beneficiary was designated as ‘LaSalle National Trust, N.A. as Successor Trustee’, and the Contingent Beneficiary was designated as ‘Simon Bernstein Irrevocable Insurance Trust dated June 21, 1995.’ ” (Aff. of Don Sanders, **Exh. B** at ¶62).

⁶ The Affidavit of Donald Sanders is attached hereto and made a part hereof as **Exh. B**.

STANDARD OF REVIEW

A trial court must grant a motion to intervene as a matter of right if: (1) the petition is timely filed; (2) the representation by the parties already in the suit is inadequate; and (3) the party seeking intervention has a sufficient interest in the suit.

In order to show inadequacy of representation, for purposes of a motion to intervene as of right, one must not engage in speculation, but rather allege specific facts demonstrating a right to intervene. *In re Marriage of Vondra*, 2013 Ill. App. (1st) 123025, 373 Ill. Dec. 620, 994 N.E.2nd 105 (1st Dist., 2013).

This court's summary of the standard of review for a motion to intervene included the following:

“Whether an applicant has a sufficient interest to intervene is a highly fact-specific making comparison to other cases of limited value.” “Permissive intervention under Rule 24(b), permits “anyone to intervene who... has a claim or defense that shares with the main action a common question of law or fact,” unless intervention would “*unduly delay or prejudice the adjudication of the original parties rights.*”⁷ (emphasis added).

ARGUMENT

A. This court should apply the law of the case to bar the Estate's motion to intervene since the Estate is in privity with Stansbury whose own motion to intervene was previously denied in this same litigation.

Over six months ago, this Court denied Stansbury's motion to intervene. The holding was based, in part, on the tenuousness of the connection between the instant litigation over the Policy proceeds and Stansbury's claims pending in Florida against certain corporate defendants' and the Estate of Simon Bernstein relating to unpaid insurance commissions. The court rejected both of Stansbury's arguments for intervention as a matter of right, and for permissive intervention. Stansbury did not file any motion to reconsider or seek appellate review.

⁷ See Order of January 14, 2014 [Dkt. #110]

The basis for Stansbury's motion to intervene was identical to that set forth by the Estate in the instant motion to intervene. Both Stansbury and the Estate argue that the Estate's purported interest in the Policy proceeds is solely as a beneficiary of last resort. Neither Stansbury nor the Estate set forth any affirmative argument or evidence attempting to establish that the Estate was the named beneficiary of the Policy proceeds.

The doctrine of collateral estoppel applies to avoid relitigation of a substantially similar issue arising between the same parties (or their privies) where such issue has already been determined in the course of a separate proceeding. *Rekhi v. Wildwood Industries, Inc.*, 61 F.3d 1313, 130 Lab Cas. P57, 969, 2 Wage & Hour Cas.2d 1428 (7th Cir., 1995).

The doctrine of law of the case also applies to avoid relitigation of substantially similar issues but in the *same* proceeding. In *Radwill v. Manor Care of Westmont, IL LLC*, 2013 IL App (2d) 120957, 369 Ill. Dec. 452, 986 N.E.2d 765 (2nd Dist., 2013), the court explained the rationale behind the law of the case doctrine as follows:

“The law-of-the-case doctrine protects the parties' settled expectations, ensures uniformity of decisions, maintains consistency during the course of a single case, effectuates proper administration of justice, and brings litigation to an end. *Petre v. Kucich*, 356 Ill.App.3d 57, 63, 291 Ill.Dec 867, 824 N.E.2d 1117 (2005). Thus, the doctrine bars relitigation of an issue previously decided in the same case. *Long v. Elborno*, 397 Ill.App.3d 982, 989, 337 Ill.Dec. 432, 922 N.E.2d 555 (2010). Issues previously decided include issues of both law and fact. *Alwin v. Village of Wheeling*, 371 Ill.App.3d 898, 910, 309 Ill.Dec. 656, 864 N.E.2d 897 (2007).

As set forth in the transcript of the Probate hearing appointing the Curator as administrator ad litem, the Estate, in this instance, is in privity with Stansbury. It is a matter of public record that Stansbury is funding this venture, and was granted direct involvement in litigating this matter under the auspices of the "Estate".

The arguments set forth by the Estate mirror those contained in the prior motion made by Stansbury. Because the issues, and arguments are virtually identical, and the moving party (the Estate) is in privity with the prior movant (Stansbury), the law of the case must apply to bar relitigation of this issue. The court spoke in its Order of January 14, 2014, and nothing contained in the Estate's motion or complaint to intervene necessitates revisiting the issue.

B. The unrefuted sworn testimony of Don Sanders, Vice-President of Operations for the Insurer both supports Plaintiff's claim that it is the named beneficiary of the Policy proceeds and negates the Estate's claims. (go through the Paragraphs and cite in the statement of unrefuted facts).

As indicated in Plaintiffs' Statement of Undisputed Facts, the Insurer has provided its Policy records and the Affidavit of Don Sanders as evidence in this case. Don Sanders reviewed the Policy records and in his Affidavit Don Sanders declares that the Estate was never named a beneficiary of the Policy proceeds. The Estate has offered nothing to dispute this essential truth.

C. The Estate's motion to intervene is not based on any actual claim it has upon the Stake, instead it is based solely on efforts to negate the claims of the true beneficiary.

As stated above, the Estate's motion to intervene is not based on any allegation of its own claim to the Stake. Rather, the motion merely attempts to negate the claim of the Bernstein Trust by baldly asserting that the trust does not exist because a trust agreement cannot be located.

In an interpleader action each claimant has the burden of establishing its entitlement to the Stake, and it is insufficient to negate or rely on the weakness of the claims of others. *Eskridge v. Farmers New World Life Ins. Co.*, 250 Ill.App.3d 603 at 608-609, 190 Ill.Dec. 295, 621 N.E.2d 164 (1st Dist., 1983).

Here, the Estate argues that no one is representing its interests. But, the Estate, like Stansbury before it, fails to articulate any facts that support an affirmative claim by the Estate to the Stake.

The Estate argues that if all other claims are negated and thus fail then the Estate would have a claim by default. As such, the Estate needs no representation because under the Estate's theory it would simply be the beneficiary of last resort.

More importantly, in order to enforce the intent of Simon Bernstein as expressed in his Will, the Curator or Personal Representative of the Estate should be disclaiming any interest in the Stake. Instead, the Curator seeks to ignore the Will of the Simon Bernstein in order to unjustly enrich the Estate largely for the benefit and at the behest of a potential third-party creditor, and at the expense of the ultimate beneficiaries, decedent's five children. That's just plain wrong.

In Stansbury's prior motion to intervene, he attached the Petition filed by the Executors of the Estate admitting the Will to Probate in Palm Beach County, Florida, and the Petition includes a copy of the Last Will of Simon Bernstein (the "Will").

The Will was incorporated as an Exhibit in support of Stansbury's motion yet the Will itself contains a provision wherein Simon Bernstein reaffirms his beneficiary designations. The Will states in pertinent part as follows:

Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or *insurance contract*; (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons in the manner provided in such designation which is incorporated herein by reference.⁸

Here, the designations of beneficiary of the Policy proceeds point directly to one such beneficiary which is the Bernstein Trust. Simon Bernstein designated the Bernstein Trust as beneficiary of the VEBA, and the VEBA Trustee was always designated as the primary beneficiary of the Policy proceeds. The contingent but sole surviving beneficiary of the Policy proceeds as of the date of Simon Bernstein's Death was the Bernstein Trust itself. Since the VEBA had been previously dissolved, the Policy proceeds are payable to the Bernstein Trust. None of the Bank Defendants whose names appear in the caption above, and whom acted as corporate trustees of the VEBA from to time has made a claim to the Stake. In fact, the only Bank party to have appeared in this matter was dismissed on their own motion after having expressly disclaimed any such interest.⁹

In his Will, Simon Bernstein instructs the executor to disclaims the Estate's interest in the Policy proceeds at issue. Simon Bernstein's instructions were that in the case of an invalid testamentary disposition the instrument designating the beneficiary shall be incorporated into the Will and the proceeds shall be gifted to the intended beneficiaries as established by the beneficiary designation.

⁸ See (Dkt. #56-5, at pg. 35 of 41, Stansbury's Intervenor Complaint, Exh. B, Will of Simon Bernstein at p.6)

⁹ See Motion for Judgment on the Pleadings filed by JPMorgan Bank, and the Order dismissing JP Morgan . (Dkts. #102 and #106).

Here, it is clear that Simon Bernstein expressed his intent by named the Bernstein Trust as beneficiary of the Policy proceeds, that the Policy proceeds should go to the Bernstein Trust beneficiaries (the five Bernstein children) even in the event that the beneficiary designation is ruled to be an invalid testamentary disposition such as the Estate argues.

D. As set forth above, the Estate's motion to intervene is not based on any actual claim it has upon the Stake, instead it is based solely on his efforts to negate the claims of the true beneficiary of the Stake.

The Estate's motion to intervene is not based on any allegation of its own claim to the Stake. Rather, the Estate attempts to negate the claim of the Bernstein Trust by baldly asserting that the trust does not exist because a trust agreement cannot be located.

In an interpleader action each claimant has the burden of establishing its entitlement to the Stake, and it is insufficient to negate or rely on the weakness of the claims of others. *Eskridge v. Farmers New World Life Ins. Co.*, 250 Ill.App.3d 603 at 608-609, 190 Ill.Dec. 295, 621 N.E.2d 164 (1st Dist., 1983). Here, the Estate argues that no one is representing the claims of the Estate. But, the Estate fails to articulate any facts that support a claim by the Estate to the Stake.

It appears the Estate is arguing if all other claims are negated and thus fail then the Estate would have a claim by default. If that is the Estate's position, then the Estate needs no representation because under Stansbury's theory the Estate would simply be the beneficiary of last resort. Even this potential claim fails, as the Policy proceeds would likely pass by virtue of the laws of intestacy to the children of Simon Bernstein, as a last resort, and not through the Estate. Simon Bernstein, in his Will, expressly reaffirmed his beneficiary designations and in so doing he essentially disclaimed the Estate's interest in the Policy proceeds.

E. Stansbury's unsupported assertion that the court should grant his motion to intervene based on Permissive Intervention under FED. R. CIV. P. 24(b)(1)(B) fails for similar reasons.

The Estate's request for permissive intervention is based on its conclusory assertion that it "has a claim that shares with the main action a common question of law and fact, to wit, the proper disposition of the life insurance proceeds in excess of \$1,000,000.00."¹⁰

This language again mirrors the language in Stansbury's prior motion to intervene.¹¹ And like Stansbury, this conclusory allegation is totally unsupported by any evidence establishing a claim to the stake. Without any factual allegations of a claim, the court is left with nothing additional to determine as a result of the motion and complaint to intervene. Since the Estate has nothing to offer in support of its claim, there is no reason whatsoever for this court to add it to this litigation especially at this late date.

F. Public policy concerns mitigate against the Estate's motion.

Should the court grant the Estate's motion to intervene it will provide precedent to other similarly situated claimants who lack any factual basis for its claim. Allowing spurious claimants to participate in such litigation will only drive up costs, create needless delay and obfuscate matters for those with truly viable claims to the stake.

¹⁰ See Dkt. #110, Estate motion to intervene at ¶9.

¹¹ See Dkt. #56-5 at ¶9, Stansbury Motion to Intervene.

CONCLUSION

For all of the foregoing reasons (including the reasons set forth by this court in its prior Order of January 14, 2014) this court should deny the Estate's motion to intervene.

By: /s/Adam M. Simon
Adam M. Simon (#6205304)
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
Phone: 312-819-0730
Fax: 312-819-0773
E-Mail: asimon@chicagolaw.com
Attorneys for Plaintiffs and Third-Party
Defendants
*Simon L. Bernstein Irrevocable
Insurance Trust Dtd 6/21/95; Ted
Bernstein as Trustee, and individually,
Pamela Simon, Lisa Friedstein and Jill
Iantoni*

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that he caused a copy of the Plaintiff's Memorandum in Opposition to the Estate of Simon Bernstein Motion to Intervene to be served upon the following persons and entities electronically by ECF notification and/or by US Mail (if so indicated):

Eliot Ivan Bernstein
2753 NW 34th Street
Boca Raton, FL 33434
Via ECF and Mail
Pro Se

James John Stamos
Stamos & Trucco LLP
One East Wacker Drive
Suite 300
Chicago, IL 60601
(312) 630-7979
Email: jstamos@stamostrucco.com
Attorney for Benjamin Brown, as Curator and Administrator
Ad Litem for the Estate of Simon Bernstein

Kevin Patrick Horan
Stamos & Trucco Llp
1 E. Wacker Dr.
3rd Floor
Chicago, IL 60601
(312) 630-7979
Email: khoran@stamostrucco.com
Attorney for Benjamin Brown, as Curator and Administrator
Ad Litem for the Estate of Simon Bernstein

on the 28th day of June, 2014.

/s/ Adam M. Simon
Adam M. Simon (#6205304)
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
Phone: 312-819-0730
Fax: 312-819-0773
E-Mail: asimon@chicagolaw.com
Attorney for Plaintiffs

EXHIBIT E

**SEPTEMBER 13, 2013 TRANSCRIPT OF PROCEEDINGS, PAGES 15 AND
16 RE MIRANDA WARNING TO THEODORE AND ROBERT L.
SPALLINA, ESQ.**

**EXHIBIT
PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE
Saturday, September 6, 2014**

BATES NO. EIB 002828
02/27/2017

In Re_ The Estate of Shirley Bernstein.txt

00001

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

5 IN RE: THE ESTATE OF:
6 SHIRLEY BERNSTEIN,
7 Deceased

8 _____/
9 ELIOT IVAN BERNSTEIN, PRO SE,
10 Petitioner,

11 vs.

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

22 _____/
23 TRANSCRIPT OF PROCEEDINGS
24 BEFORE
25 THE HONORABLE MARTIN H. COLIN

26 South County Courthouse
27 200 West Atlantic Avenue, Courtroom 8
28 Delray Beach, Florida 33344

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

31 Stenographically Reported By:
32 JESSICA THIBAUT

33 25

34 ♀

35 00002

36 APPEARANCES

37 On Behalf of the Petitioner:
38 ELIOT IVAN BERNSTEIN, PRO SE
39 2753 NW 34th Street
40 Boca Raton, Florida 33434

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

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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

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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

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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

EXHIBIT F

**2000 INSURANCE TRUST OF SIMON BERNSTEIN DONE BY
PROSKAUER ROSE, LLP AND CORRESPONDENCES REGARDING
THE SECRETING THE TRUST IN FAVOR OF A PRIOR LOST OR
MISSING TRUST THAT NO EXECUTED COPIES EXIST FOR.**

**EXHIBIT
PETITION TO REMOVE THEODORE BERNSTEIN AS ALLEGED SUCCESSOR TRUSTEE
Saturday, September 6, 2014**

BATES NO. EIB 002832
02/27/2017

SIMON BERNSTEIN

2000 INSURANCE TRUST

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

TRUST AGREEMENT dated this 15 day of August, 2000, between SIMON BERNSTEIN, as Settlor, and SHIRLEY BERNSTEIN and ALBERT W. GORTZ, as Trustees.

1. As and for a gift, the Settlor hereby assigns and transfers to the Trustees and their successors (together, the "Trustees") the life insurance policies set forth in Schedule A annexed hereto, and the Settlor agrees to execute all such assignments and changes of beneficiary and to do such other acts and things as may be necessary in order to make the Trustees irrevocable absolute assignees of said life insurance policies. The Trustees shall hold said policies, together with any other property which may be received by them, in trust upon the terms and conditions set forth herein. This trust shall be known as the "SIMON BERNSTEIN 2000 INSURANCE TRUST."

2. (a) During the Settlor's lifetime, the Trustees shall hold the trust property, shall invest and reinvest the same, and shall pay so much of the income therefrom to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the Settlor's descendants, living from time to time, in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine, accumulating any balance of the income and adding the same to principal.

(b) During the Settlor's lifetime, the Trustees are further authorized and empowered, from time to time, to pay to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the

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BATES NO. EIB 002834
02/27/2017

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Settlor's descendants, living from time to time, such sums out of the principal of the trust (even to the extent of the whole thereof), in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine; provided, however, that the Trustees shall notify the Settlor's wife and each of the Settlor's descendants of their intention to make any distribution pursuant to this subdivision, whereupon the Settlor's wife and each of said descendants shall have the right (prior to such distribution) to withdraw principal pursuant to subdivision (c) of this Article 2 within thirty days after receipt of such notice.

(c) In each calendar year (including the year in which the trust is first funded), with respect to any addition to principal,

(1) The Settlor's spouse is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to the fair market value of the property added to principal (valued as of the date the addition is made),

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to the Settlor's spouse (determined on the date the addition is made, after taking into

account all prior gifts to the Settlor's spouse by such individual and assuming that in the case of any such individual other than the Settlor, his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code,

and

(B) the amount from prior years (if any) that remains subject to his or her power of withdrawal.

(2) If the aggregate additions to the trust made in said year exceed the amount that the Settlor's spouse may withdraw pursuant to paragraph (1) of this subdivision (c), each of the Settlor's descendants, living from time to time, is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to,

(I) a) the fair market value of the property added to principal (valued as of the date the addition is made),

reduced by,

b) the amount subject to the power of withdrawal of the Settlor's spouse pursuant to paragraph (1) of this subdivision (c),

divided by,

(II) the number of the Settlor's descendants having a power of withdrawal under this paragraph (2) immediately after the addition is made,

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to such descendant (determined on the date the addition is made, after taking into account all prior gifts to said descendant by the individual making that addition and assuming that his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code),

and

(B) the amount from prior years (if any) that remains subject to said descendant's power of withdrawal.

(3) Said rights of withdrawal may be exercised only by written notice to the Trustees and any such withdrawals shall be made out of additions to principal made during the current year, and, to the extent that those additions are insufficient, out of the balance of the principal. The Trustees shall notify the Settlor's spouse and each of the Settlor's descendants, living from time to time, in writing of his or her power of withdrawal with respect to each addition within fifteen days after the date the addition is made.

(4) (A) Each beneficiary's power of withdrawal in any calendar year shall lapse at the end of that year to the extent of,

(i) the amount described in Section 2514(e) of the Code (which, if expressed as a percentage of the fair market value of trust principal, shall be that percentage determined as of the end of the year in question), combining, for this purpose, the fair market

values of the principal of the trust under this Agreement and of all other trusts as to which the beneficiary may have a power of withdrawal,

reduced (but not below zero) by,

- (ii) the amounts by which the beneficiary's powers of withdrawal with respect to each such trust shall have lapsed at the end of that year (assuming that, with respect to each beneficiary, his or her powers of withdrawal as to each such trust, including this trust, shall lapse in the order in which the trust granting such power was created).

(B) Each beneficiary's power of withdrawal shall lapse in its entirety, (i) upon the beneficiary's death, or (ii) upon the Settlor's death if any part of the principal of the trust is includable in the Settlor's gross estate for Federal estate tax purposes.

(5) Notwithstanding the foregoing, any individual making an addition to the principal shall have the right, by written instrument delivered to the Trustees when the addition is made, with respect to any power of withdrawal that otherwise would be created as a result of said addition, (A) to exclude any beneficiary from exercising his or her power of withdrawal that would otherwise be created, (B) to increase (but not exceeding the amount of his or her addition) or decrease the amount subject to any beneficiary's power of withdrawal, or (C) to change the period during which any beneficiary's powers of withdrawal may be exercised.

3. Upon the death of the Settlor, the then principal of the trust shall be held by the Trustees in further separate trust to pay the income therefrom in quarterly or more frequent installments to the Settlor's wife during her life.

The Trustees are authorized and empowered, from time to time, to pay to the Settlor's wife such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees, in their absolute discretion, deem in her best interests.

Upon the death of the Settlor's wife, the then principal of the trust shall pass to such of one or more of the Settlor's descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as the Settlor's wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon the Settlor's death if the Settlor's wife predeceases the Settlor, said principal shall be divided into shares, per stirpes, for such of the Settlor's children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, provided, however, that any share so set aside for a grandchild or more remote descendant of the Settlor who has not then attained the age of thirty shall be disposed of as provided in Article 4 of this Agreement.

4. All shares or portions above or below directed to be set aside for a grandchild or more remote descendant of the Settlor and directed to be disposed of as provided in this Article 4 shall be held by the Trustees in further separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as the Trustees deem necessary or advisable, accumulating any balance of the income and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

The Trustees are authorized and empowered, from time to time, to pay to the beneficiary such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees shall deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for the beneficiary's then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of the Settlor and who has

descendants then living, or, in default thereof, for the Settlor's then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of the Settlor who is then the beneficiary of a trust under this Article 4 shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of the Settlor who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article 4 shall be disposed of as provided in this Article 4.

5. The Trustees shall have the power, in their absolute discretion, at any time or from time to time: to apply for and to purchase contracts of insurance on the life of the Settlor; to make premium payments out of the income or principal on any policy of life insurance held by them hereunder; to exercise any of the rights or options with respect to any policy of life insurance held by them hereunder, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy, applying dividends against premiums or purchasing paid up additions, and exercising options with respect to conversion, surrender or payment of death proceeds.

6. If ALBERT W. GORTZ ceases to be qualified as a Trustee hereunder, the Settlor's daughter PAMELA BETH SIMON shall be entitled to qualify as successor Trustee in his place.

The Trustees from time to time qualified hereunder are authorized and empowered to designate one or more co-Trustees and, subject to the foregoing, a sole surviving Trustee at any time qualified hereunder is authorized and empowered to designate one or more successor Trustees to succeed himself or herself; provided, however, that the Settlor may not serve as a Trustee hereunder and that the Settlor's wife may not serve as a sole Trustee hereunder, and, provided further, that JEANNIE BERNSTEIN shall never be designated as or serve as a Trustee of any trust created hereunder.

An individual Trustee shall cease to be qualified as Trustee hereunder if he or she is under a legal disability or if by reason of illness or mental or physical disability, in the written opinion of two doctors then practicing medicine, he or she is unable to manage his or her affairs. Each Trustee acting hereunder hereby waives any doctor-patient privilege that may exist and authorizes said doctors to release all medical information that may be requested by the Trustees acting hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

No bond or other security shall be required for any reason whatsoever of any Trustee named herein or designated as herein provided.

7. The Trustees hereunder shall have the following discretionary powers in addition to those conferred by law:

(a) To make any payment or distribution (required or authorized under this Agreement) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard to the income tax basis of property allocated to any beneficiary.

(b) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article, so long as they, in their absolute discretion, deem it advisable.

(c) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in their absolute discretion, deem advisable, without regard to any duty to diversify or, except with respect to any trust for the benefit of the Settlor's spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of an interest in any form of partnership or corporation or through any other form of participation or ownership.

(d) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but the Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to any trust hereunder.

(e) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in the names of a majority of the Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(f) Severally to resign, by delivering to any successor or co-Trustee written notice of such resignation, to take effect at such date as said resigning Trustee may specify in said notice, without necessity for prior accounting or judicial approval.

(g) Severally to authorize, by instrument in writing, any person or corporation, including any co-Trustee, bank or trust company, to act in the place of said Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Trustee.

(h) To credit to principal or income or to apportion between them in such manner as they deem advisable any distributions from partnerships, any extraordinary, wasting or liquidating dividends, any dividends payable in the stock of the corporation paying the dividend or payable in the stock of another corporation and any so-called "capital gains dividends" declared by investment companies or investment trusts.

(i) To charge to principal or income or to apportion between them any ordinary or extraordinary expenses in such manner as they deem advisable.

(j) To determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money.

(k) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute and extending beyond the duration of the trusts herein), exchange, grant options to lease or to

buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder.

(l) To borrow such sums as they deem advisable for the proper administration of the trusts and to give security therefor.

(m) With respect to any property distributable absolutely to an infant remainderman: in their absolute discretion, to retain possession of and manage the same during his or her minority, with all the rights, powers and compensation of Trustees hereunder, and from time to time to apply so much of the income and principal thereof to the use of said infant as they deem advisable, accumulating any balance of the income and adding the same to principal at convenient intervals; upon said infant's attaining majority (or sooner death), the then principal and any accumulated income shall be distributed to said infant (or his or her estate); this power shall not affect the vesting of said property in said infant.

(n) In determining the amount of income or principal applicable to the use of an infant, to disregard the duty or ability of the parent or parents of said infant to support said infant; and to make payment of any income or principal, applicable to the use of or payable to an infant, (1) to the Guardian (qualified in any jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her Guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act and to select age twenty-one for termination of custodianship, or (4) to apply the same for his or her benefit; the receipt of such Guardian, parent or Custodian or the evidence of the application of such income or principal shall be a full discharge to the Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of the Settlor's grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(o) To remove any of the property held hereunder to or from any jurisdiction; to change the situs of administration of any trust hereunder from one jurisdiction to another and to elect the law of such other jurisdiction to govern the same.

(p) To organize or participate in the organization of corporations, and to transfer to them any part or all of the property held hereunder in exchange for securities thereof.

(q) To set apart out of the income of the trusts herein (or out of the income of corporations of which the trusts

own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as the Trustees, in their absolute discretion, shall deem advisable.

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make all necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person or by proxy.

(t) To the extent permitted by law, to register any of the property held hereunder in their names as Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(u) To lend such sums out of the income (other than of any trust for the benefit of the Settlor's spouse that qualifies for the marital deduction under either Federal or State law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that under no circumstances may any loan be made to the Settlor.

(v) To exercise any settlement option with respect to the proceeds of any policy of life insurance payable to them as beneficiaries and, in the event of any controversy concerning the payment of such proceeds (or any other controversy with the insurer), to compromise any claim they may have, without the necessity of court approval; to receive such sums as may become payable to them as beneficiaries of any policy of life insurance, with authority to execute all necessary receipts and releases to the insurer, and, upon being advised of the death of the insured, to make efforts to collect such sums as may appear to be due them, without any obligation to institute suit or maintain any litigation to collect the proceeds of any such policy unless in possession of funds sufficient for that purpose or unless indemnified to their satisfaction for attorneys' fees, costs, disbursements and other expenses and liabilities to which they may be subjected by reason of such action; provided, however, that the Trustees may utilize any property held by them hereunder to pay expenses incurred in connection with enforcing the payment of any such sums due them. Any insurer issuing such policy shall, upon payment of the proceeds to the Trustees, be released

and discharged of any obligation to see that such proceeds are applied as provided in this Agreement and of any further liability to the Trustees or to any beneficiary hereof.

(w) To guarantee loans made to any beneficiary hereunder.

(x) To trade on margin (but only with the approval of the Settlor's spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, the Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust, so that title may pass by delivery.

8. (a) All the powers granted in this Agreement may be exercised after the termination of the trusts in connection with the proper administration and distribution thereof.

(b) Except as otherwise provided in subdivision (o) of Article 7 of this Agreement, this Agreement shall be governed by and its validity, effect and interpretation determined by the laws of the State of Florida.

(c) This Agreement shall be irrevocable.

(d) In any judicial proceeding involving any trust hereunder and in any non-judicial settlement of the account of a Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(e) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether said life beneficiary or said person died first, then, for the purposes of this Agreement, said person shall be deemed to have died before said life beneficiary.

(f) Upon the commencement of the trusts herein and upon the death of an income beneficiary, or any other termination of the trusts herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which the Trustees are authorized in their discretion to accumulate shall be added to principal.

(g) Any income or principal payable to a beneficiary hereunder may, in the discretion of the Trustees, be applied by them for the benefit of said beneficiary.

(h) Notwithstanding any provision in this Agreement to the contrary, any power (including discretionary powers) granted to the Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause the Settlor's estate to lose all or part of the tax benefit afforded the Settlor's estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to any trust for the Settlor's spouse that qualifies for the marital deduction under either Federal or state law, (1) subdivisions (h), (i), (j), (p), and (q) of the preceding Article of this Agreement and subdivision (f) of this Article shall not apply, and (2) the Settlor's spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(i) Any Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Trustee(s).

(j) With respect to any Trustee who is interested, in his or her individual capacity, in any firm or corporation in which the Settlor's estate or any trust hereunder may have an interest, said Trustee may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but, if one or more of said Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of said trust shall be made by said disinterested Trustee(s).

(k) A person from time to time qualified as Trustee hereunder shall not be disqualified from purchasing assets of the trust, provided (1) said purchaser shall not participate as Trustee in the decisions of the Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Trustee(s); and (2) in fixing said price, conditions and terms said other Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Trustee.

(l) The Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of said Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of said Trustees has no such interest, then as to all such matters the decision of the trusts hereunder shall be made by said disinterested Trustee(s).

(m) During the minority of any beneficiary, notice of his or her right to withdraw principal from a trust hereunder shall be given to and such right shall be exercisable on his or her behalf by his or her natural or legal guardian, his or her conservator, or his or her committee (in each case, other than the Settlor); provided, however, that no such notice shall be given to or exercisable by JEANNIE BERNSTEIN in any capacity as such beneficiary's natural or legal guardian, conservator, committee, parent or Custodian.

(n) The Settlor or any other person may from time to time add assets to the principal of the trusts hereunder, provided only that said assets are acceptable to the Trustees.

(o) All testamentary powers of appointment granted in this Agreement shall be exercisable only by specific reference to this Agreement and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the power holder or his or her estate or his or her creditors or the creditors of his or her estate.

(p) Notwithstanding the provisions of Article 4 of this Agreement, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article 4.

(q) Whenever property is directed to be held in a trust hereunder, the Trustees are authorized and empowered to establish two or more separate trusts for such property, with said trusts to have identical provisions, to the end that the

Federal generation-skipping transfer tax inclusion ratio, as defined in Section 2642(a) of the Code, of each trust will be either zero or one after allocation of the Settlor's available GST exemption pursuant to Section 2631 of the Code. The Trustees are further authorized and empowered to make different tax elections with respect to each such separate trust (including the allocation of the Settlor's available GST exemption), to invest such trusts in the same or different manners, to exercise any and all discretionary powers granted to them hereunder with respect to such separate trusts in the same or different manners, and to take any and all other actions consistent with the fact that such trusts are separate entities. The Settlor recommends (but does not direct) that no distribution of principal be made to a beneficiary from his or her trust(s) with a generation-skipping transfer tax inclusion ratio of zero until the trust(s) for his or her benefit with a generation-skipping transfer tax inclusion ratio of one shall first have been exhausted.

(r) Wherever in this Agreement property is directed to be added to an existing trust for a descendant of the Settlor hereunder, the Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

(s) If, at any time, there shall be a trust created under the Settlor's Will, the Will of the Settlor's spouse or a trust created by the Settlor or the Settlor's spouse (or both of them) during the Settlor's lifetime, for the same beneficiaries and subject to the same provisions as a trust under this Agreement (or as a trust intended to be created under this Agreement), or if there shall be more than one trust under this Agreement for the same beneficiaries and subject to the same provisions, the Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code) to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the

provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(t) Wherever the context permits, the word "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(u) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be taken or reached by any legal or equitable process in satisfaction thereof, it being the Settlor's intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(v) In no event shall any addition to the trust be made less than thirty days before the end of any calendar year.

(w) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of this Agreement) in effect at the date of this Agreement, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(x) In determining whether or not to exercise any discretionary power to pay income or principal of any trust hereunder, the Trustees may, but shall not be required to, (1) with respect to the trust created under Article 3 of this Agreement, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

(y) The Trustees must own each policy of insurance purchased by the Trustees or contributed to the trust. The Trustees shall have no liability or responsibility for any loss resulting from the failure of any insurance company and inability to pay its claim under any insurance policy purchased by the Trustees. The Trustees shall have the power to borrow any sum in accordance with the provisions of any such insurance contracts; however, the Trustees shall be under no obligation to invest any cash value accumulated in any life insurance policy owned by the trust regardless of the investment yield on such value within the policy as compared to the net investment yield which could be

obtained outside the policy. Except as expressly provided otherwise herein, the Trustees shall be under no duty or obligation to exercise any benefit, option or privilege granted by any insurance policy and the Trustees shall not be liable or accountable to anyone for the exercise or non-exercise of any such benefit, option or privilege, including the ability to borrow against the cash values to obtain a higher investment yield outside the policy.

(z) The Trustees shall be responsible for the proceeds of the policies only when, as and if collected by them, and the Trustees shall not be liable or accountable to anyone if, because of default in premium payments, failure of the insurance company or for any other reason whatsoever, the policies, or any of them, shall lapse or be otherwise uncollectible. The Trustees shall not be deemed, because of this trust, to have entered into any covenant to keep any insurance policies in force.

(aa) In determining the amount of any power to withdraw principal that may lapse under this Agreement, the Trustees may rely upon the written statement of the Trustees of any other trust to which this Agreement refers as to the fair market value of the principal thereof at the end of any year and shall have no duty to inquire as to the correctness of such statement.

(bb) Wherever reference is made in this Agreement to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time.

9. The term "descendants" as used in this Agreement shall specifically exclude the Settlor's daughter PAMELA BETH SIMON and her descendants. The Settlor has not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.


10. The Trustees hereby accept the trust herein and

agree to carry out the provisions hereof and faithfully to perform and discharge all of their duties as Trustees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.


Signed, sealed and delivered in the presence of the following persons, each of whom also signed as a witness in the presence of the Settlor


GEORGE D. KARIJANIAN

 (L.S.)
SIMON BERNSTEIN, Settlor

Print Name 33 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486



Robert Jacobowitz
Print Name
2415 NW 32nd St.
Address
Boca Raton, FL


Signed, sealed and delivered
in the presence of the following
persons, each of whom also signed
as a witness in the presence of
the Trustee


GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486


SHIRLEY BERNSTEIN, Trustee (L.S.)

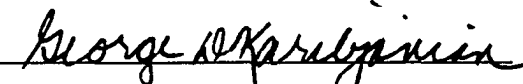


Print Name Robert Jacobowitz

Address 2415 NW 32nd St

Boca Raton, FL

Signed, sealed and delivered
in the presence of the following
persons, each of whom also signed
as a witness in the presence of
the Trustee


GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486


ALBERT W. GORTZ, Trustee (L.S.)




Print Name Robert Jacobowitz

Address 2415 NW 32nd St

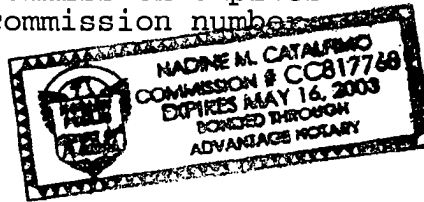
Boca Raton, FL

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


The foregoing instrument was acknowledged before me this 15th day of August, 2000 by SIMON BERNSTEIN, who is personally known to me or ~~has produced~~ _____ as identification.


Notary Public (Affix Seal)
My commission expires:
My commission number:

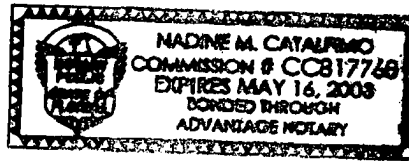
STATE OF FLORIDA)
)
) SS.:
COUNTY OF PALM BEACH)




The foregoing instrument was acknowledged before me this 15th day of August, 2000 by SHIRLEY BERNSTEIN, who is personally known to me or ~~has produced~~ _____ as identification.

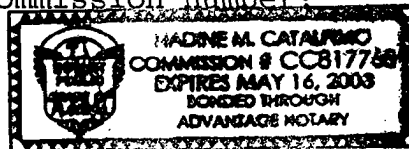

Notary Public (Affix Seal)
My commission expires:
My commission number:

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



The foregoing instrument was acknowledged before me this 15th day of August, 2000 by ALBERT W. GORTZ, who is personally known to me or ~~has produced~~ _____ as identification.


Notary Public (Affix Seal)
My commission expires:
My commission number:



SCHEDULE A
TRUST AGREEMENT dated the 4th day
of August, 2000, between
SIMON BERNSTEIN, as Settlor,
and SHIRLEY BERNSTEIN AND
ALBERT W. GORTZ, as Trustees

The following life insurance policies:

Lincoln Benefit Life Company, Policy No.: U0204204

Capitol Bankers Life Insurance Company,
Policy No.: 1009208

Donald Tescher

From: Donald Tescher
Sent: Tuesday, April 30, 2013 12:16 PM
To: Ted Bernstein
Cc: Robert Spallina
Subject: Bernstein Estate

Do you communicate with your siblings other than Pam and Scooter? Below is an email to Robert from Jill and Lisa. In addition to being factually inaccurate, clearly indicates that they are not being kept in the loop. As a reminder, you were to obtain an appraisal from the jeweler as the one he gave you is inadequate. Also, you were to provide us with an accounting. How is that coming?

It has been over a month since we last heard any update on the Bernstein Estate, the insurance proceeds, the real estate, the law suit(s) and jewelry. It is our understanding that everything EXCEPT for the jewelry and insurance proceeds is under your jurisdiction as the Executor, so I am not clear on where that jewelry is or the appraisals I had asked for. I shared with my siblings, that once we have those appraisals I have several strong contacts that we will use to sell it, unless anyone of us wants to purchase it. We understand your Partner, Don has resigned from his duties regarding my Dad's estate. We would like to know why, so we fully understand what is going on. Please send us the sale information of the condo and where that money is going for our beneficiaries and the latest update with the insurance company and the proceeds.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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4/30/2013

BATES NO. EIB 002857
02/27/2017

TS004429

Robert Spallina

From: Donald Tescher
Sent: Friday, April 19, 2013 2:18 PM
To: David (Scooter) Simon; Ted Bernstein
Cc: Robert Spallina
Subject: RE: Heritage Union

Scooter, as per my telephone conversation with you where I advised you of my subsequent telephone conversation with Heritage's counsel, please revise the message as modified below and have it typed on your letterhead, signed and addressed to Scott D. Welling, Associate General Counsel, Jackson National Life Insurance Company, One Corporate Way, Lansing, Michigan 48951. Email is scott.welling@jackson.com. Please copy us also. Thank you.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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From: David (Scooter) Simon [<mailto:dsimon@stpcorp.com>]
Sent: Friday, April 19, 2013 1:36 PM
To: Ted Bernstein; Donald Tescher
Subject: RE: Heritage Union

Mr. Welling:

This email confirms that the Insurance Trust will dismiss the action filed in Cook County upon a filing of the interpleader action in the Palm Beach County Circuit Court within the later of (i) 30 days from today; or (ii) the time for filing an answer or other responsive pleading in the Cook County matter. Heritage need not file an answer or other pleading provided if and only if Heritage files the interpleader action in the Palm Beach County Circuit Court within the time stated.

Thank you for your participation in this resolution.

Adam Simon

From: Ted Bernstein [<mailto:tbernstein@lifeinsuranceconcepts.com>]
Sent: Friday, April 19, 2013 8:24 AM
To: Donald Tescher
Cc: Robert Spallina; David (Scooter) Simon
Subject: Re: Bernstein

Thanks Don.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 19, 2013, at 9:22 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:

Good. Spoke to Scooter yesterday. They are sending us a letter agreeing to dismiss the Cook County lawsuit upon a filing of the interpleader action in the Palm Beach County Circuit Court. However, a new wrinkle has cropped up: the insurance company has now been formally served. I will ask Scooter to modify the letter to indicate that they need not file an answer or other pleading and the suit will be dismissed provided they file the interpleader here within the time for filing an answer or other responsive pleading in the Cook County matter. I will call the in house counsel at the carrier and make sure that this will be acceptable.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:28 AM
To: Robert Spallina
Cc: Donald Tescher
Subject: Re: Bernstein

Condo closed yesterday. Money should be wired today. One down, one to go.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 18, 2013, at 9:19 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

See below

Sent from my iPhone

Begin forwarded message:

From: "Welling, Scott" <scott.welling@jackson.com>
Date: April 18, 2013, 4:22:55 PM EDT
To: 'Robert Spallina' <rspallina@tescherspallina.com>
Subject: Bernstein

Hi Bob,

Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th...??

I cannot file the Palm Beach interpleader with this action pending.

Scott D. Welling

Associate General Counsel

Jackson National Life Insurance Company

One Corporate Way

Lansing, Michigan 48951

Phone: (517) 367-4337

Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:03 PM
To: 'Cheryl Sychowski'
Cc: Donald Tescher; Adam Simon; Adam Simon; Robert Spallina
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Importance: High

Dear Mr. Simon,

Thank you for your correspondence.

I just tried to call you, but neither you nor your colleague David Simon were available.

I have briefly discussed this matter with Cook County counsel.

It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.

My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.

If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.

I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.

If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.

Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.

I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.

Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm

303 E. Wacker Drive, Suite 210

Chicago, IL 60601

P: (312) 819-0730

F: (312) 819-0773

E: cheryl@stpcorp.com

Robert Spallina

From: Donald Tescher
Sent: Friday, April 19, 2013 6:01 PM
To: Welling, Scott; Robert Spallina
Cc: asimon21@att.net; David (Scooter) Simon; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Ted: This is principally addressed to you but have included others so that they are aware. I feel that we have serious conflicts in continuing to represent you as Trustee of the Life Insurance Trust and need to withdraw from further representation in regard to that matter. We have been under the impression that the interpleader action to be filed in Palm Beach County, Florida would be filed in the Circuit Court which is a State court. That is where Sy's estate is being administered. I have spent the past couple of days acting as an intermediary with Scooter and Scott and thought that we had reached a reasonable resolution that would permit the carrier to bring the action here and have Adam then dismiss the Cook County suit. It appears that I was unsuccessful. Given the conflicting issues of who is representing the Trust, our removal will at least solve that issue. If you gave written authority to the Simon Lawfirm it was without our knowledge.

Should our testimony or affidavits regarding Sy's intent or any other aspects of this matter that we may have knowledge be useful we will certainly be available to assist.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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From: Welling, Scott [<mailto:scott.welling@jackson.com>]
Sent: Friday, April 19, 2013 5:26 PM
To: Robert Spallina; Donald Tescher
Subject: FW: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Gentlemen,

Can you advise on the below...?

From: adam simon [<mailto:asimon21@att.net>]
Sent: Friday, April 19, 2013 5:25 PM
To: Welling, Scott
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling:

You have been given inaccurate information. I have received written authorization from Ted Bernstein as Trustee of the Trust to file the action that was filed in Cook County.

Thank you,
Adam Simon

Sent from my iPhone

On Apr 19, 2013, at 4:02 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

Dear Mr. Simon,

Thank you for your correspondence.

I just tried to call you, but neither you nor your colleague David Simon were available.

I have briefly discussed this matter with Cook County counsel.

It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.

My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.

If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.

I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.

If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.

Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.

I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.

Please give this matter your prompt attention.

From: Cheryl Sychowski [<mailto:cheryl@stpcorp.com>]

Sent: Friday, April 19, 2013 3:48 PM

To: Welling, Scott

Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon

Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm

303 E. Wacker Drive, Suite 210

Chicago, IL 60601

P: (312) 819-0730

F: (312) 819-0773

E: cheryl@stpcorp.com

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 16, 2013 10:43 AM
To: Ted Bernstein
Cc: Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Ted – I'm done with this matter. I have bent over backwards for YOU to try to keep things in order out of respect for your father and mother but your family has gotten to the point of completely dysfunctional and I do not need the aggravation in my life. Handle the insurance matter as you please (or as your in-laws please which seems to be the case). I cannot and will not help people that do not want to help themselves. Don is a much more patient man than I so he may continue to assist you but I will not. Sorry.

From: Adam Simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:31 AM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

That will get you absolutely nowhere SIR.

I will speak to Ted and never to you AGAIN in my life!!

From: Robert Spallina <rspallina@tescherspallina.com>
To: adam simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
Sent: Tuesday, April 16, 2013 9:28 AM
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Because we are not underhanded disrespectful assholes! You're not really asking that question are you? Please forward me a copy of the withdrawal of your complaint. This is absurd already!

From: adam simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:26 AM
To: Robert Spallina
Cc: Ted Bernstein; David (Scooter) Simon; Donald Tescher
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

Mr. Spallina: the reason we filed in Illinois was to make sure this matter got started somewhere. If we dismiss we have no assurance that the matter will be promptly filed in Florida.

Please explain what prevents Heritage or you from filing in Florida before we dismiss our action in Illinois?

Thank you.

Adam Simon

Sent from my iPhone

On Apr 15, 2013, at 10:53 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

Please advise timing as we have not received a response on the below email.

From: Robert Spallina
Sent: Friday, April 12, 2013 11:22 AM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; David (Scooter) Simon; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - I have spoken to Scott Welling at Jackson (who is copied on this email) and he will interplead here in South Palm Beach County which was the path he and I have been on since we discovered the defect in the ownership change. He is in the process of speaking to counsel here in Palm Beach County. As discussed Monday, please withdraw the pleading filed in Cook County and provide notice of same to all the parties on this email. He cannot file his inter-pleader with this matter pending in Cook County. Thank you

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

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

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From: Robert Spallina
Sent: Monday, April 08, 2013 1:59 PM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - we would like an explanation as well. Our client, Ted Bernstein (and the alleged successor trustee of the subject trust), never had a conversation with us that his family would be taking it upon themselves to attempt to collect the proceeds from the carrier through his brother-in-law's firm. We have represented this trust from the date of Mr. Bernstein's death. Is our client even aware that this was filed? He did not sign the pleading. Please advise.

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From: Welling, Scott [<mailto:scott.welling@jackson.com>]
Sent: Monday, April 08, 2013 12:47 PM
To: 'Adam Simon'; Robert Spallina
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

I have been working with attorney Robert Spallina to try and amicably resolve this matter.

Who do you represent, and why are you suing us? Have you been apprised of attorney Spallina's efforts to help us resolve this matter?

From: Adam Simon [<mailto:asimon21@att.net>]
Sent: Monday, April 08, 2013 12:15 PM
To: Welling, Scott
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

Attached please find a complaint in this matter filed in the Circuit Court of Cook County. My client has attempted to reach you but has been unsuccessful. We remain hopeful that this matter can be resolved quickly. If you have any questions and need to speak with me today, please try my cell phone at 312-320-4491. Thank you.

Adam Simon

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 16, 2013 10:36 AM
To: 'Adam Simon'; David (Scooter) Simon
Cc: Ted Bernstein; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Problem is that you NEVER did speak with us before you did what you did...shame on you guys!

From: Adam Simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:31 AM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

That will get you absolutely nowhere SIR.

I will speak to Ted and never to you AGAIN in my life!!

From: Robert Spallina <rspallina@tescherspallina.com>
To: adam simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
Sent: Tuesday, April 16, 2013 9:28 AM
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Because we are not underhanded disrespectful assholes! You're not really asking that question are you? Please forward me a copy of the withdrawal of your complaint. This is absurd already!

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LAW OFFICES
TESCHER & SPALLINA, P.A.

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4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2013

Personal & Confidential

FEDERAL EXPRESS

Adam Simon, Esq.
The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601

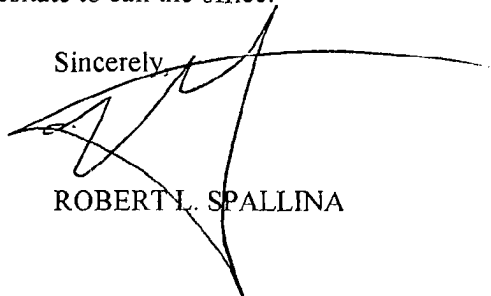
Re: Simon Bernstein Estate

Dear Adam:

Enclosed for your records is a copy of the Heritage Union Life Insurance file for the above referenced Estate.

If you have any questions, please do not hesitate to call the office.

Sincerely,



ROBERT L. SPALLINA

RLS/ac
Enclosure



Shipment Receipt

Address Information**Ship to:**

Adam Simon, Esq.
 The Simon Law Firm
 303 E. Wacker Drive
 Suite 210
 CHICAGO, IL
 60601
 US
 312-819-0730

Ship from:

Lauren Galvani
 4855 Technology Way
 Suite 720
 Boca Raton, FL
 33431
 US
 5619977008

Shipment Information:

Tracking no.: 799732615270
 Ship date: 05/10/2013
 Estimated shipping charges: 33.50

Package Information

Service type: Standard Overnight
 Package type: FedEx Pak
 Number of packages: 1
 Total weight: 2 LBS
 Declared Value: 0.00 USD
 Special Services:
 Pickup/Drop-off: Drop off package at FedEx location

Billing Information:

Bill transportation to: MyAccount-343
 Your reference: e/o Bernstein - 11187.006
 P.O. no.:
 Invoice no.:
 Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Robert Spallina

From: Robert Spallina
Sent: Friday, May 03, 2013 6:41 PM
To: Welling, Scott
Cc: Donald Tescher
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Scott there is no trust instrument to be found. That was what the Dec action was all about.

Sent from my iPhone

On May 3, 2013, at 5:58 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

Hello,

Can you gentlemen pdf me a copy of the trust?

Thanks.

Scott

From: Donald Tescher [<mailto:dtescher@tescherspallina.com>]
Sent: Friday, April 19, 2013 6:01 PM
To: Welling, Scott; Robert Spallina
Cc: asimon21@att.net; David (Scooter) Simon; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Ted: This is principally addressed to you but have included others so that they are aware. I feel that we have serious conflicts in continuing to represent you as Trustee of the Life Insurance Trust and need to withdraw from further representation in regard to that matter. We have been under the impression that the interpleader action to be filed in Palm Beach County, Florida would be filed in the Circuit Court which is a State court. That is where Sy's estate is being administered. I have spent the past couple of days acting as an intermediary with Scooter and Scott and thought that we had reached a reasonable resolution that would permit the carrier to bring the action here and have Adam then dismiss the Cook County suit. It appears that I was unsuccessful. Given the conflicting issues of who is representing the Trust, our removal will at least solve that issue. If you gave written authority to the Simon Lawfirm it was without our knowledge.

Should our testimony or affidavits regarding Sy's intent or any other aspects of this matter that we may have knowledge be useful we will certainly be available to assist.

Donald R. Tescher, Esq.
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