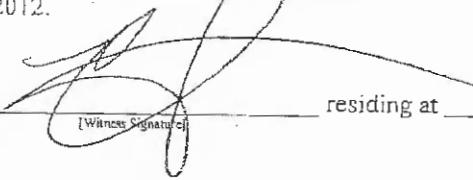


I have published and signed this instrument as my Will at Boca Raton, Florida, on the 25 day of
July, 2012.


SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 25 day of July, 2012.


ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

residing at _____

[Witness Address]


Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

[Witness Signature]

[Witness Address]

LAST WILL
Of SIMON L. BERNSTEIN

-7-

LAW OFFICES
TESCHER & SPALLINA, P.A.

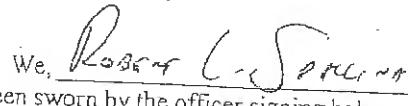
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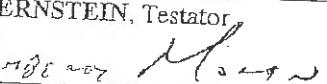
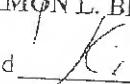
State Of Florida.

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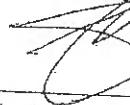
County Of Palm Beach

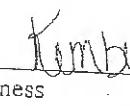
I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

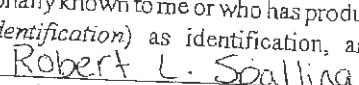
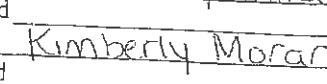
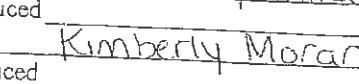
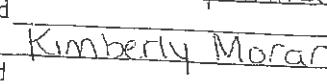

SIMON L. BERNSTEIN, Testator


and 

have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.


Witness


Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced  (state type of identification) as identification, and sworn to and subscribed before me by the witnesses, produced  (state type of identification) as identification, and produced  (state type of identification) as identification, and produced  (state type of identification) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA

Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

LAST WILL
OF SIMON L. BERNSTEIN

-8-

LAW OFFICES
TESCHER & SPALLINA, P.A.

TS004305

SIMON L. BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20th day of May, 2008, 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, 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). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. Payments During My Life. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for her Welfare. Any income not so paid shall be added to principal.

C. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. **Recipients.** The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. **Trustee Limited.** When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars (\$5,000), or five percent

SIMON L. BERNSTEIN
TRUST AGREEMENT

TESCHER & SPALLINA, P.A.

(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. **Charitable Pledges.** The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Marital Deduction Gift. If my spouse survives me:

1. **Family Trust.** The Trustee shall hold as a separate "*Family Trust*" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. **Marital Trust.** The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "*Marital Trust*."

Notwithstanding the foregoing, prior to the funding of the Family Trust and the Marital Trust under this Subparagraph II.B., or only the Family Trust if my spouse does not survive me, the Trustees of this Trust

or the Personal Representatives of my estate as the case may be, shall finalize the sale of my shares in LIC HOLDINGS, INC., a Florida corporation or its successor in interest ("LIC HOLDINGS"), owned by me or this Trust at the time of my death, pursuant to that certain buy-sell agreement entered into by and between my son, TED S. BERNSTEIN, and me. Upon the sale of such shares, the Trustee shall fund the trust(s) provided for hereunder.

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

C. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

D. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by me as grantor on even date herewith (the "Family Trusts" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts

for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "beneficiary," with their separate trusts to be administered as provided in Subparagraph II.E. below.

E. Trusts for Beneficiaries. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or
2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

F. Termination of Small Trust. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than \$50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

G. Contingent Gift. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

H. 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.

I. Maximum Duration. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

J. Florida Homestead Possessory Rights. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. Disability. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. Timing of Income Distributions. The Trustee shall make required payments of income at least quarterly.

C. Substance Abuse.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to

the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. **Exoneration.** No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C., including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. **Tax Savings Provision.** Despite the provisions of this Subparagraph III.C., the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. **Income on Death of Beneficiary.** Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

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

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

2. Code. "**Code**" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "**Disabled**" or being under "**Disability**" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "**education**" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "**My spouse**" is SHIRLEY BERNSTEIN ("**SHIRLEY**").

6. Needs and Welfare Distributions. Payments to be made for a person's "**Needs**" means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's "**Welfare**" means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "*per stirpes*" each generation shall be represented and counted whether or not it has a living member.

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

9. **Spouse.** A person's "spouse" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

- a. the legal termination of the marriage to my descendant (whether before or after my death), or
- b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. **Gender, Number.** Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. **Powers of Appointment.** Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. **Limitations on Powers of Trustee.** Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. Presumption of Survivorship. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. Governing Law. This Agreement is governed by the law of the State of Florida.

J. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. Mandatory Notice Required by Florida Law. The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. Release of Medical Information.

1. **Disability of Beneficiary.** Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or



at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. **Disability of Trustee.** Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. **Authorization to Issue Certificate.** All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee.** During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. **Investments.** To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "estate"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla. Stats. §518.11 and successor provisions thereto that would characterize such 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 authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla. Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SHIRLEY and WILLIAM E. STANSBURY ("BILL"), or either of them alone if the other is unable to serve, shall serve as successor co-Trustees or Trustee as the case may be. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a



trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SHIRLEY shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SHIRLEY shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two

witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. **Power to Remove Trustee.** Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. **Method of Appointment of Trustee.** Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. **Limitations on Removal and Replacement Power.** Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. **Successor Fiduciaries.** No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. **Liability and Indemnification of Trustee.**

1. **Liability in General.** No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. **Indemnification of Trustee.** Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from

the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. Third Parties. No one dealing with the Trustee need inquire into its authority or its application of property.

L. Merger of Trusts. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and the operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. Multiple Trustees. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. GST Trusts.

1. **Family Trust.** I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc.** I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available. Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such

distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas. Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. Individual Retirement Accounts. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. Gift Transfers Made From Trust During My Lifetime. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,
2. my funeral expenses without regard to legal limitations,
3. the expenses of administering my estate,
4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and
5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property" nor from the Marital Trust.

E. Marital Trust. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing notwithstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

SIMON L. BERNSTEIN
TRUST AGREEMENT

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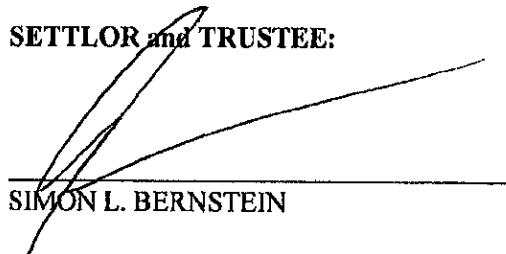
G. **Residence as Homestead.** Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:


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 20 day of May, 2008:

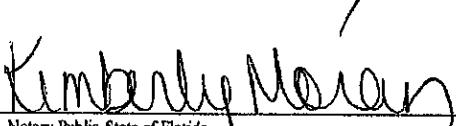
Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076


Print Name: TRACI KRASCH
Address: 16068 GLENCREST AVE
DEERLY BEACH, FL 33446

STATE OF FLORIDA
ss.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008,
by SIMON L. BERNSTEIN.

NOTARY PUBLIC STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.


Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known or Produced Identification _____
Type of Identification Produced _____

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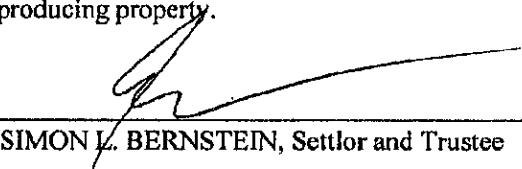
TS001429

ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar (\$1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.



SIMON L. BERNSTEIN, Settlor and Trustee

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

2014CP003698



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(P5)
12-15-15

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:

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AMENDED AND RESTATED TRUST AGREEMENT

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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

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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

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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

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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

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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

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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 I.A 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

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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.

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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

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proprietorship, or other form (all of which business entities and enterprises are referred to herein as "*Business Entities*"). I vest the Trustee with the following powers and authority in regard to Business Entities:

- a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;
- b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;
- c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;
- d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;
- e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;
- f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;
- g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;
- h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and
- i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

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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.

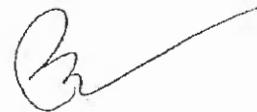
17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar 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.

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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

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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

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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

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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

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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

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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).

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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."

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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.

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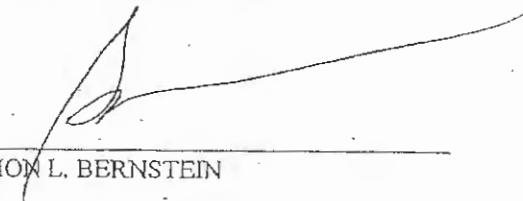
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IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:


SIMON L. BERNSTEIN

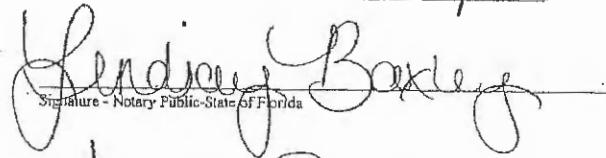
This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

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.


Signature - Notary Public-State of Florida


[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 _____

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

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

IN RE:

ESTATE OF SIMON L. BERNSTEIN.

/

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

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

Introduction

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

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

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

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

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

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

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

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

The starting point for Eliot, beyond simply complaining that someone must have stolen the rest of his parents' \$100 million, was the notary of the Waiver form. Although Eliot signed the Waiver, he knew it had not been notarized, so he complained about this issue. The Shirley Estate was reopened; the Will specified that Ted Bernstein³ be the successor PR; and Ted has been trying to re-close the estate ever since; so far with no luck.

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

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

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

The Court may be wondering "Who is Eliot Bernstein?" and "Why is he doing this?" It is an important question, as Eliot is the proverbial elephant in this room. Eliot appears to be disillusioned and disappointed due to his apparent belief that he would inherit tens of millions when his parent's died, but in the end their fortune was modest and they left none of it to him: "[Eliot] . . . shall be deemed to have predeceased me as I have adequately provided for [him] during my lifetime."⁴ Eliot now apparently is without income or assets, or at least claims to be in numerous indigency filings he makes with courts to avoid paying filing fees. But while his parents were alive he lived the life of Riley⁵ – he lived and continues to live expense free in a home his parents bought and renovated for him; his parents paid him over \$100,000 annually in health insurance and living expenses⁶; and his parents while alive apparently paid more than \$75,000 per year to send Eliot's three boys to a Boca Raton private school.

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

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

⁵ "The expression, 'Living the life of Riley' suggests an ideal contented life, possibly living on someone else's money, time or work. Rather than a negative freeloading or golddigging aspect, it implies that someone is kept or advantaged." en.wikipedia.org/wiki/The_Life_of_Riley

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

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

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

Status of Significant Current and Pending Motions:

SHIRLEY ESTATE:

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

SHIRLEY TRUST

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

SIMON ESTATE

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

SIMON TRUST

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

Matters to be Filed if Needed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conclusion

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

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

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

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: Facsimile **and** U.S. Mail; U.S. Mail; E-mail Electronic Transmission; FedEx; Hand Delivery this 14th day of September, 2015.

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

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

SERVICE LIST - Case No. 502011CP000653XXXXNBIJ

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

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(561) 833-0766 - Telephone
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Eric Bernstein, Michael Bernstein

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as natural guardian for M.F. and C.F., Minors

Jill Iantoni
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as natural guardian for J.I. a minor

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Robert Spallina, Esq.
Donald Tescher, Esq.
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rspallina@tescherspallina.com
dtescher@tescherspallina.com

Pam Simon
Pam Simon <psimon@stpcorp.com>

Exhibit A

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

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

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

Sunday, August 2, 2015

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

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

"Anonymous said...

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

August 3, 2008 at 11:26 AM

Anonymous said...

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

THE JQC SHOULD REMOVE COLIN NOW!!!

October 7, 2008 at 6:40 PM

Anonymous said...

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

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

CMON FEDS -- DO YOUR JOB!!!

October 16, 2008 at 8:54 AM

Anonymous said...

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

October 25, 2008 at 10:32 AM

Anonymous said...

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

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

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

December 30, 2008 at 1:46 PM

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

Posts

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

Elliot Bernstein Iviewit I Interview Dick Wo...

Alexandra aka Monica in Bernstein

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

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

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

UNITED STATES DISTRICT SOUTHERN DISTRICT OF

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

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

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

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

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

Burke, Warren, Mackay i Taking a Look

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

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

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

Eliot Bernstein and iVie Isn't Armonk, New York Lamont's neck of th...

Don Sanders, assistant \ National Life ...

Life Reassurance Corp. - Bankers Life Insu...

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

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

JUSTICE SOON!!!!

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

More on Judge Martin Colin's Reign of Corruption
<http://judgemartincolin.blogspot.com/>

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

 Recommend this on Google

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

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

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

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

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

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

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

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

Check this Out:

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

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

Jack Scarola
Guatemalan-Maya Center lawyer Jack Scarola (via Facebook)

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

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

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

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

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

Cedarhurst, New York
WOW, a full days wages
National Empl...
Pam and Ted CUT out of
they seem to be...
Whatch all worried abo
Fines, Judgement...
Not Getting Much Work
ya? I sure ho...
303 East Wacker Drive 5
Chicago Illinois
STP Enterprises, Inc. - F
Jackson National Life Di
Registere...

So Where Does Christop
Ex Proskauer...

Carol Ann Kindred at He
Life Insurance...

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So is Pamela Simon the i
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oh and Don't Forget the
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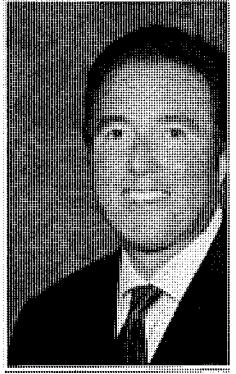
More on Michael A. Well
National Life Co...

Looks to me like Jackson
Little SPOOO...

So Funny, that Heritage
Insurance Compa...

Heritage Union Life Inst
is well awar...

Ted Bernstein



Life Insurance Concepts

Blog Posts

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

Welcome Back, How is t...
Investigation Goi...

Order for Discharge and
Counsel Tesc...

Morgan Stanley Group N
Tescher & Spall...

Judge Martin Colin seen
the Right Thi...

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

Motion to Halt Hat Trick
Believe this is ...

Hmmm.. Friend or Foe?

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

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

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

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

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

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

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

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

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

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

Source

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

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

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

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

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

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

Source

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

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

 Recommend this on Google

Saturday, August 1, 2015

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

"November 27, 2014 at 9:24 am

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

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

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

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

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

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

Judge Martin Colin has a protecting the...

I keep waiting for Judge punish, o...

Whatch hiding FROM Bo

Hey Flushing New York . Raymond or possib...

Objection to Motion to Personal Repres...

Objection to Motion to Personal Repres...

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

Why is Heritage Union L Company Filin...

"Criminal Action through Simulated Legal Pr...

Letter to Judge Martin i Opposition to Ted...

What is Going on with J about not ...

Motion for Appointment Administrator...

Ted Petition for Appoin Successor Personal...

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

Chicago Insurance and C Litigation Law Fi...

Morgan Stanley Group, 1 and Tescher & ...

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

Full Docket Of Heritage Insurance Case ...

Heritage Lawsuit Illinois Response Regar...

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

"The Document in Ques the Inheritance ...

Looks like the Tescher & Bernstein F...

Ted Bernstein, Tescher and Sp...

• Florida Estate Forgery, F DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher and Sp...

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

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

Source

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

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

 Recommend this on Google

Monday, July 20, 2015

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

Detective Andrew Panzer Letter from Eliot Bernstein January 2015

<https://drive.google.com/file/d/0Bzn2NurXr5kiMHNpa29Zc2VmbEU/view>

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

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

<https://drive.google.com/file/d/0Bzn2NurXr5kiZFdpU3F3WjZQWnM/view?usp=sharing>

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

 Recommend this on Google

Monday, June 29, 2015

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

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

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

"From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Monday, June 29, 2015 5:58 AM
To: Detective Andrew Panzer @ Palm Beach County Sheriff (PanzerA@pbso.org); Captain Carol Gregg @ Palm Beach County Sheriff (greggc@pbso.org)

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

Detective Panzer,

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

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

- Florida Estate Forgery, DOCKET

Blog Archive

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

Ted Bernstein Insurance

written upon knowledge and belief of Crystal L. Cox

Friday, December 5, 2014

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

Filing # 21273992 Electronically Filed 12/05/2014 10:19:19 AM

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

In Re: Shirley Bernstein Trust
Agreement, dated May 20, 2008.

Case No. 502014CP003698XXXXSB
Hon. Martin Colin

Deceased.

ELIOT IVAN BERNSTEIN, Individually;
ELIOT IVAN BERNSTEIN in his capacity as
Natural Guardian of his minor children;
JOSHUA, JACOB and DANIEL;
and as beneficiary of the SHIRLEY
BERNSTEIN TRUST dated May 20, 2008, as
amended and ELIOT IVAN BERNSTEIN
as Trustee of the ELIOT BERNSTEIN FAMILY
TRUST dated May 20, 2008.

Counter Plaintiffs,

v.

Tescher & Seallina, P.A., and all Partners Associates and of Counsel:

Click Below to Read the Petition to Remove Ted Bernstein
<https://docs.google.com/file/d/0Bzn2NurXrSkiSEd20GVqRmRxeUU/edit>

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

Posted by Crystal L. Cox at 12:13 PM No comments:

[G+1](#) Recommend this on Google

Friday, May 23, 2014

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

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

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

Ted Bernstein, Alan B. Rose of Mrachek, Fitzgerald & Rose and John Pankauski like to operate in the dark. The thing is God / Goddess, the Great Spirit has a way of bringing the dark to the light, in support of the "good guy" and of doing the right thing.

Blog Archive

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

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

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

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

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

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

*

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

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

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

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

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

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

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

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

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

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

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

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

History of incidents at st. Andrews school.

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

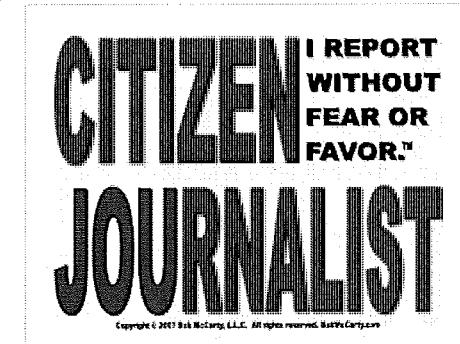
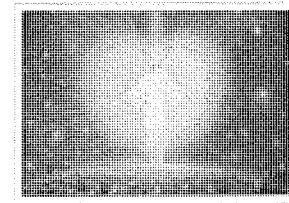
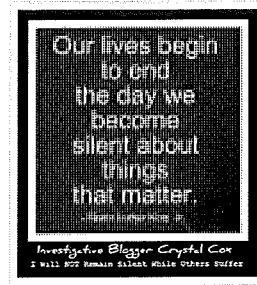
All bank accounts, credit cards, sources of income, loans and gifts.

All correspondence with anyone he has shared estate details.

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

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

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



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

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

Probate Division
Case No.: 502014CP003698XXXXSB

Plaintiff,

v.

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

Defendants.

/

**SUCCESSOR TRUSTEE'S MOTION FOR APPOINTMENT OF A
GUARDIAN AD LITEM TO REPRESENT THE INTERESTS OF
ELIOT BERNSTEIN'S CHILDREN; FOR A GAG ORDER TO PROTECT
GUARDIAN AND OTHERS; AND TO STRIKE ELIOT'S FILINGS**

Successor Trustee, Ted S. Bernstein (the "Trustee"), moves the Court (i) to appoint a guardian ad litem to represent the interest of the children of Eliot Bernstein, D.B., Ja.B. and Jo.B.; (ii) to impose a gag order preventing Eliot from harassing and intimidating the retained or appointed fiduciaries (including any newly-appointed Guardian ad Litem), as well as all professionals and the Court; and (iii) for an order striking all of Eliot's filings in this case for lack of standing, and states:

1. Plaintiff, Ted S. Bernstein, as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008, seeks the appointment of a guardian ad litem to protect the interests of Eliot Bernstein's three children. By its ruling at the trial held on December 15th, the Court upheld the 2012 Will and Trust of Simon L. Bernstein and the 2008 Will and Trust of Shirley Bernstein. As a result of upholding these documents, the Court has determined that Eliot Bernstein, individually, is not a beneficiary of either Simon's or Shirley's Trusts or Estates. Instead, his three sons are among the beneficiaries of both Simon's and Shirley's Trusts, in amounts to be determined by further proceedings. Eliot lacks standing to continue his individual involvement in this case.

2. Based upon the events which have transpired and the pleadings and other papers filed by Eliot in this case, including statements in his Omnibus Petition to the Florida Supreme Court and his latest Motion to Disqualify this Court, the Trustee does not believe that Eliot is capable of adequately representing the interests of his children or willing to enable the Trustee to carry out Simon's and Shirley's wishes to benefit their grandchildren. Indeed, since the trial and the resulting Final Judgment, Eliot has increased his attacks on this Court and these proceedings.

3. Eliot shows no interest in seeing his parents' trusts and estates administered in an economic and efficient process to maximize the distribution among their grandchildren. Instead, he is on a never-ending crusade against injustice and corruption among judges, lawyers, fiduciaries, and others, including the Florida Supreme Court and the Florida Bar. In a recent filing, a *Motion for Rehearing En Banc* (Ex. A) of the dismissal of his "Petition for All Writs,"¹ he wrote:

¹ The Petition for All Writs sought prohibition against Judge Colin (who already recused himself in May) and an extraordinary writ to stop a routine, court-approved sale of Trust property. The sale would have closed March 31, 2015 but for Eliot's interference, and these delays will have cost the Trust far in excess of \$150,000 by the time of the eventual closing.

That the Florida judicial system has not only failed Bernstein twice in protecting his properties, life and liberty but it has played a significant role in the alleged criminal acts committed against Petitioner, his family and now perhaps has led to the death of his father . . . The recent criminal acts committed by Florida Bar attorneys and fiduciaries of the estates and trusts of Simon and Shirley Bernstein. These estate and trust crimes part of a fraudulent scheme and an attempt to rob and preclude Petitioner from inheritance, through Post Mortem crimes committed after the passing of his mother and father Shirley and Simon Bernstein through sophisticated complex legal frauds, *including multiple Frauds on the Court and Fraud by the Court itself . . .*

. . . many of the Florida Supreme Court Justices are named in all ongoing actions, including the instant matters involving the fraud on the court of Judge Martin Colin and Judge David French, where yet again we find members of the Florida Bar, two Florida judges and several more Florida attorneys at law involved in the criminal acts described herein and again using the Florida Courts to directly deprive Petitioner and his family of their rights and further retaliate against Petitioner to directly attempt to stop his pursuit of his Intellectual Property rights, his inheritance and more.²

4. Further, because of Eliot's penchant to attack and try to exert pressure on fiduciaries, counsel and others who oppose his wishes, the Trustee believes it is necessary to enter an Order prohibiting Eliot and anyone acting in concert with Eliot from harassing the fiduciaries, counsel, and others, including any newly appointed Guardian ad Litem, and from disseminating or publishing by any manner or on any website any information about these matters. This internet cyber-bullying or cyber-terrorism has been ongoing for more than two years. (Composite Ex. C)

² These thoughts are similar to thoughts he expressed on an internet website, praising a "heroic" lawyer who is crusading "to whistle blow on the corruption of the Florida Courts and its members that she has witnessed firsthand committed by attorneys at law, guardians and the judges involved in her mother's guardianship in what can only be called an elder eugenics program designed to at once kill the victims entrapped and simultaneously deplete virtually their entire net worth from the family and covert it to the court appointed guardians and attorneys at law, while providing the courts with funding as well." (Ex. B)

Eliot ties that to his parents' trusts: "I have witnessed firsthand this same racket in the Florida Probate Courts as my family's estate and inheritance have been desecrated and robbed by Florida Attorneys at Law, . . . with the help of two Florida Probate Judges, David French and Martin Colin."

5. Eliot appears more interested in ruining lives and reputations by cyber-warfare than in seeing these proceedings come to a conclusion. Eliot has exhibited a pattern of irrational behavior, demonstrated by threats of criminal prosecution and slanderous statements made in an attempt to exert pressure on the fiduciaries. Eliot's behavior has reached such deplorable levels that he continues to malign and disparage all of the fiduciaries – counsel, the independent Successor PR of Simon's Estate, and everyone else who stands in his way – personally and professionally. Eliot disseminates inflammatory and defamatory information over the internet without any regard for the negative impact such information may have.

6. Two recent examples of Eliot's wasteful conduct already have costs the beneficiaries significant real dollars. Eliot opposed the sale of his parents' primary residence, which was on the market nearly four years before a serious offer was made. The all-cash, "as-is" offer was set to close on March 31st. Eliot persuaded Judge Colin to delay the sale – at significant expense to the Trust – so he could challenge the sale price as inadequate. After a six-week delay, Eliot presented no witnesses and no evidence, and the sale was approved in a final order. Eliot did not appeal the order, but filed his All Writs Petition to the Florida Supreme Court. The sale has yet to close due to Eliot's filings – including a Motion for Rehearing En Banc and a Notice of Appeal to the Florida Supreme Court. This already has cost the Trust far more than \$100,000 of the value it would have realized in March. Similarly, after claiming his father's 2012 testamentary documents were the product of mental incapacity, undue influence or fraud, at trial Eliot produced no witnesses or testimony to corroborate those baseless accusations. He did not even testify himself on any of the issues he raised. The Trust incurred substantial legal fees and costs addressing Eliot's fantastical claims.

7. Eliot will never stop until a court stops him. Now is the time for such drastic measures, while there are still some assets left for his children and the other grandchildren to receive as distributions. In light of the Final Judgment dated December 16, 2015, upholding Simon's 2012 documents, Eliot is not a beneficiary of the Shirley Trust or the Simon Trust. As such, he lacks standing to participate as an individual. All of his individual filings should be stricken with prejudice. His filings in his capacity as guardian of his children should be conditionally stricken, without prejudice to the Guardian ad Litem seeking leave of court to pursue such claims and issues as the Guardian deems to be in the best interests of Eliot's children.

8. Finally, the Court should order Eliot Bernstein and others acting in concert with him to remove all internet postings about the judges, lawyers, fiduciaries and others involved in these matter, and preclude any further public or widespread dissemination of information about these proceedings. The Court should be aware that Simon's grandchildren are all starting their lives, and the "garbage" Eliot puts on the internet will be following along with these innocent grandchildren for the rest of their lives. As the fiduciary responsible to act in the best interests of the grandchildren, the Trustee requests that the Court enter a confidentiality or "gag" order to protect their interest.

WHEREFORE, the Trustee respectfully suggests that this Court: (i) appoint a Guardian Ad Litem for Eliot's three children; (ii) enter a confidentiality or "gag order" to protect the integrity of these proceedings and to safeguard the ability of fiduciaries, including a Guardian Ad Litem, to act independently and in the best interests of the beneficiaries; (iii) strike and/or dismiss all of Eliot's filings in this case as described above for lack of standing; and (iv) grant such other relief as the Court deems appropriate.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: Facsimile **and** U.S. Mail; U.S. Mail; Email Electronic Transmission; FedEx; Hand Delivery this 4th day of January, 2016.

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Attorneys for Ted S. Bernstein
By: /s/ Alan B. Rose
Alan B. Rose (Fla. Bar No. 961825)

SERVICE LIST

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and Eliot and Candice Bernstein,
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Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

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slobdell@ciklinlubitz.com

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

CASE NO.: 4D15-3849
L.T. No.: 502011CP00653XXXXSB
502014CA014637XXXXMB
502014CP002815XXXXSB
502014CP003698XXXXSB
502015CP001162XXXXNB
502015CP002717XXXXNB

ELIOT BERNSTEIN

v. ESTATE OF SIMON BERNSTEIN

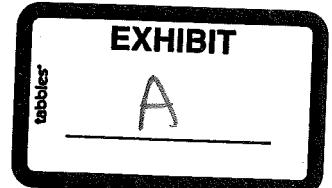
Appellant / Petitioner(s)

Appellee / Respondent(s)

Motion for Rehearing En Banc

Eliot I. Bernstein, Petitioner-Appellant herein, respectfully shows this Court as follows:

1. I am the Petitioner Pro Se and file this Motion for a Rehearing En Banc of this Court's determination and dismissal of a prior petition for All Writs further seeking a Stay and Injunctive relief originally filed at the Florida Supreme Court on June 10, 2015, and re-filed on June 30, 2015 to conform with page requirements.
2. While acting pro se, I nonetheless express a belief that this case and issues are of exceptional importance under Florida Rules of Appellate Procedure 9.331.
3. The motion is further timely within Florida Rules of Appellate Procedure 9.330.
4. This Court originally issued a Decision on Nov. 30, 2015 Dismissing the All Writs Petition as "Moot" but in the caption of the Decision it only referenced the Writ of Prohibition making it unclear if the other portions of Petitioner's All Writs were Dismissed as well as



“moot” as Petitioner was seeking Mandamus relief against Florida Judge Martin Colin and other relief such as a Stay and Injunctive relief.

5. Petitioner initiated a procedural phone call to the 4th DCA on or about Nov. 30, 2015 the same day of the Decision to determine the procedure for such a Clarification and originally was told by the Clerk Staff from the 4th DCA the Dismissal applied to the entire petition.
6. Very shortly thereafter, in order to be clear on this Court’s ruling, Petitioner made a subsequent call on that same day of Nov. 30, 2015 speaking to the same 4th DCA Clerk Staff to again seek procedural guidance on how to clarify this ruling and the 4th DCA Clerk stated “they told me” the Dismissal applied to all parts of the Petition referring to the original Decision of Nov. 30, 2015 which Denied the Writ of Prohibition as “Moot” and referenced Oct. 15, 2015 as the filing date of the Petition which was filed June 30, 2015 at the Florida Supreme Court.
7. The 4th DCA Clerk clarified that this filing date was the date the All Writs Petition was Transferred by the Florida Supreme Court.
8. Within 15 minutes to a half hour or less on Nov. 30, 2015, I received an Amended copy of this Decision which now referenced the filing date of July 1, 2015 and Denying the entire Petition as “moot”.

This is a Case of Exceptional Importance

9. The Petition for All Writs brought up for the Florida Supreme Court the appropriateness of even ruling on the Petition for All Writs based upon a warned Conflict of Interest stemming from the following Petitioned in the All Writs:

“Eliot Ivan Bernstein has pursued in investigations since early 2000 to present, including a Petition to the White House¹, the White House Counsel’s Office, the US Attorney General’s Office, investigations to the SEC², FBI, and various State Attorney Generals, and actions with the USPTO, and other legal actions, including RICO and ANTITRUST civil litigation and criminal complaints several Florida Supreme Court Justices, The Florida Bar, several New York Supreme Court Justices, the New York Supreme Court Disciplinary Agencies 1st & 2nd, several large law firms and lawyers, political figures at the highest levels in both Florida and New York and others and this may cause any review of the following matters by any member of The Florida Bar, a subsidiary of the Florida Supreme Court, with any title in the organization, to prejudice the rights of Eliot Bernstein and his family and will be construed as a denial of due process that obstructs justice.”

10. This Conflicts of Interest section went on to further expressly name the following:

Defendants in the RICO and other actions include:

- “STATE OF FLORIDA,
- OFFICE OF THE STATE COURTS ADMINISTRATOR, FLORIDA,
- **FLORIDA SUPREME COURT,**

¹

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

²

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

- o Jorge Labarga, in his official and individual capacities, [this lawsuit prior to his unbelievable rise to Chief Justice of the Florida Supreme Court after the Bush v. Gore election where he aided in the failure to recount the People's vote when he was a civil circuit judge and for his effort to derail Eliot's legal rights in the first lawsuit involving Eliot and others stolen Intellectual Properties that has led to this mess filed before his court. Proskauer v. Iviewit, Case #CASE NO. CA 01-04671 AB.]
- o Charles T. Wells, in his official and individual capacities,
- o Harry Lee Anstead, in his official and individual capacities,
 - R. Fred Lewis, in his official and individual capacities,
 - Peggy A. Quince, in his official and individual capacities,
 - Kenneth B. Bell, in his official and individual capacities,
 - THOMAS HALL, ESQ. in his official and individual capacities,
- o **THE FLORIDA BAR,**
 - JOHN ANTHONY BOGGS, ESQ. in his official and individual capacities,
 - KELLY OVERSTREET JOHNSON, ESQ. in her official and individual capacities,
 - LORRAINE CHRISTINE HOFFMAN, ESQ. in her official and individual capacities,
 - ERIC TURNER, ESQ. in his official and individual capacities,
 - KENNETH MARVIN, ESQ. in his official and individual capacities,

- JOY A. BARTMON, ESQ. in her official and individual capacities,
 - JERALD BEER, ESQ. in his official and individual capacities,
 - BROAD & CASSEL, and, all of its Partners, Associates and Of Counsel, in their professional and individual capacities,
 - JAMES J. WHEELER, ESQ. in his professional and individual capacities,
- o DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – FLORIDA,”

11. A simple review of the cited resource locator in the All Writs Petition at

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

would show any reviewing body or jurist that the underlying frauds at issue having been reported to the White House, White House Counsel's Office, US Attorney General's Office and various Federal Agencies such as the FBI implicate an ongoing Fraud upon the United States itself being fraud at the USPTO.

12. Even without reviewing the information at this resource locator, the plain text at the All Writs Petition further showed that the frauds had now elevated into Estate and Trust frauds within the State of Florida and the possible murder of Simon Bernstein and further implicating members of the Florida Supreme Court and Florida Bar as follows:

“That the Florida judicial system has not only failed Bernstein twice in protecting his properties, life and liberty but it has played a significant role in the alleged criminal acts committed against Petitioner, his family and now perhaps has led to the death of his father, as alleged by Petitioner's brother Ted as a possible “murder.” The recent criminal acts committed by Florida Bar attorneys and fiduciaries of the estates and trusts of Simon and Shirley Bernstein. These estate and trust crimes part of a fraudulent scheme and an attempt to rob and preclude Petitioner from inheritance, through Post Mortem crimes committed

after the passing of his mother and father Shirley and Simon Bernstein through sophisticated complex legal frauds, including multiple Frauds on the Court and Fraud by the Court itself, with irrefutable evidence of criminal acts by lawyers and law firms and now new allegations that Judges are involved on the attempt to fix and silence the crimes of other members of the Florida Bar and others.

That in the original instance of fraud that occurred against Petitioner and his family in the Courts, many of the Florida Supreme Court Justices named herein may recall that Bernstein in early 2000 began pursuing members of the Florida Bar from a case that began with Jorge Labarga and the international law firm Proskauer Rose intimately involved in thefts of technologies valued as "The Holy Grail" and "Priceless" by leading engineers and when Judge LaBarga was a circuit court judge in Palm Beach County and the complaints against the lawyers and judges involved made their way all the way up to the Supreme Court and why many of the Florida Supreme Court Justices are named in all ongoing actions, including the instant matters involving the fraud on the court of Judge Martin Colin and Judge David French, where yet again we find members of the Florida Bar, two Florida judges and several more Florida attorneys at law involved in the criminal acts described herein and again using the Florida Courts to directly deprive Petitioner and his family of their rights and further retaliate against Petitioner to directly attempt to stop his pursuit of his Intellectual Property rights, his inheritance and more.

These matters are brought expressly to the forefront of this case so matters of conflicts of interest may be properly adjudicated even in the hearing of the instant petitions for writs and other relief and for consideration as to whether the entirety of these matters should be transferred to a jurisdiction outside the State of Florida and other proper relief. " See, Petition for All Writs.

13. The case is thus of not only exceptional importance but statewide importance as not only implicating related ongoing frauds upon the United States but the fundamental Due Process issue of whether the Florida Courts themselves can be an appropriate forum for the Petitioner given the current Florida Supreme Court Judge Jorge Labarga's involvement in the underlying frauds along with substantial members of the Florida Bar including Jerald Beer of the Ciklin, O'Connell law firm now in a case where possible murder has been alleged.
14. Thus the case should be heard En Banc as exceptional importance is shown.
15. Clearly neither the Florida Supreme Court nor this Court of the 4th DCA addressed the exceptional important issue of whether the fundamental due process can be served with the

Conflicts of Interest referenced in the petition and thus this part of the Petition was clearly overlooked and / or misapprehended.

16. Clearly the exceptional importance of the statewide due process conflict of interest issues are not moot and these matters were overlooked or misapprehended.

Other Issues Overlooked, Misapprehended and Not Moot

17. The Petition for All Writs further brought up mandamus against Judge Martin Colin to issue a Disqualification as a necessary and material fact witness and void all of his orders therein where clear fraud upon the Court has occurred and Judge Colin himself may be part of the machinery of the Court involved in the fraud.

18. While not stated in this Court's Decision, it was argued by Alan M. Rose on behalf of Ted Bernstein to this Court that due to Judge Colin's "recusal" which came within 24 hours of denying the mandatory Disqualification as a necessary and material fact witness rendered the Writ "moot".

19. However, this again must have been overlooked and misapprehended.

20. Judge Colin's sudden "recusal" does not change and did not change his status as a material fact witness in underlying fraud in his court which, quite interestingly, expressly involves Ted Bernstein who Alan Rose is representing.

21. Judge Colin remains a material fact witness and thus, this part of the Petition for All Writs was clearly not moot and mandamus should issue immediately so proper Disqualification Orders can be issued.

22. Further, the Petition brought up for review Judge Colin's "steering" and "poisoning" of the "Transfer" of the Case to the North Branch acts which were and are alleged to have been

beyond and outside his jurisdiction as one who mandatorily had to be disqualified under Florida law.

23. Once it is properly determined that Judge Colin should be mandatorily disqualified and subject to mandamus, all of these wrongful acts of Transfer without jurisdiction are clearly presently relevant to the case and must have been overlooked and or misapprehended by this Court and clearly were not and are not moot.
24. Further, the Petition for All Writs brought up for review under mandamus that Judge Colin's Orders issued as having been what should have been a Disqualified material fact witness at least as of Jan. 3, 2013 or by latest May of 2013 based upon when clear indisputable fraud had to have been discovered in his Court, that such Orders must be Voided.
25. In fact, the property referenced by Alan Rose to be sold was part of an illegal Order of Judge Colin grounded in fraud as a material fact witness and prohibiting this sale clearly is not moot and must have been overlooked and misapprehended.
26. This Court must have overlooked or misapprehended this part of the Petition as all of these Orders since either Jan. 3, 2013 or at least May 6, 2013 forward must now be Voided and clearly these Orders are presently impacting the Case and thus are not moot.
27. Still further, the Petitions sought specified Stay and injunctive relief none of which was or is moot and thus this Court must have overlooked and or misapprehended this part of the Petition as well.
28. Clearly the Petition for All Writs has substantial case law authority which should have been relied upon if the Petition had not been overlooked and / or misapprehended and Petitioner simply refers this Court back to the All Writs Petition for said authorities to stay in conformity of the rules preventing re-argument.

WHEREFORE, Petitioner respectfully prays for an Order granting En Banc rehearing relief and further issuing mandamus against Judge Colin as a material and fact witness, voiding of all Orders of Judge Colin since at least Jan. 3, 2013 or May 2013 to the present and further determination as to the impropriety of the interference in the orderly Transfer of this case to the North Branch thus transferring the case to a randomly selected independent neutral Judge unless the conflict of interest issues raised by any hearing within the State of Florida determine transfer outside the State and further that this Court should provide affirmative review of said Conflicts of interest in any further Order or Decision herein or alternatively certify the conflicts of interest and due process issue to the Florida Supreme Court as an exceptional issue of statewide and novel importance.

Dated: December 15, 2015

/s/Eliot Ivan Bernstein

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 15th day of December, 2015.

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iviewit@iviewit.tv
By: /s/ Eliot Ivan Bernstein
Eliot Ivan Bernstein

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For the adults in the room!

Eliot Ivan Bernstein: I have witnessed firsthand the injustice of Judge Michael Genden in his court: Retaliation against Barbara Stone!

Posted on August 8, 2015

On Aug 8, 2015, at 7:24 AM, Eliot Ivan Bernstein <civiewit@civiewit.tv> wrote:

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Dear Hon. Kerry I. Evander, VICE-CH

My name is Eliot Ivan Bernstein and I

Michael Genden and witnessed firsttha

which danger is confirmed by medical

who has taken the heroic path as an att

committed by attorneys at law, guardi

designed to at once kill the victims ent

guardians and attorneys at law, while I

was transformed from a vibrant health

who has been taken in for emergency lifesaving procedures due to the neglect she has suffered since imprisonment in the guardianship.

In attempting to expose this corrupt guardianship and those involved Barbara has done everything required under law and in response and retaliation her due process rights were removed and she was portrayed as a criminal and in fact criminally arrested by Judge Genden's bizarre orders for her efforts to protect her mother. She and her mother have been denied due process and the right to counsel and I witnessed in Federal Court before Magistrate Judge Hunt in Florida an attorney, Deborah Rochlin, Esq. state on the stand under oath that Judge Michael Genden had issued threats against her in Ex Parte communications that if she continued to represent the Stone family she would be targeted for disciplinary actions and more, which caused her in fear of losing her livelihood to immediately withdraw from representing the Stones. However, in heroic fashion and duty bound to report the misconduct of attorneys at

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who has reviewed the Barbara Stone complaint attached herein against Judge on against Barbara who is desperately trying to save her mother's life and in attorney at law with an unblemished career through her eventual retirement on of the Florida Courts and its members that she has witnessed firsthand her's guardianship in what can only be called an elder eugenics program tually their entire net worth from the family and covert it to the court appointed ell. Helen Stone went into a guardianship for financial protection and quickly wheelchair with a feeding tube in now an induced medical guardianship and

EXHIBIT

B

law and judges under Florida Rules of Professional Conduct, Ms. Rochlin did just that by signing a sworn affidavit stating that she was contacted by Judge Genden and a one Roy Lustig, Esq. and extorted and threatened. For this heroic act and following her duty to report misconduct, Judge Genden filed a bar complaint against Ms. Rochlin.

In Federal Court, it was exposed that Roy Lustig, Esq. has a pattern and practice of Fraud on the Court that was exposed by the Third DCA in a case involving Leo's Liquor and yet despite the courts recommendation for State Bar Sanctions and more, it appears Mr. Lustig walked protected by the State Bar of Florida and no action was taken despite his fraud on the court being proven by the court. In the hearing before Magistrate Judge Hunt however, Lustig made statements that appeared to claim that Barbara Stone, Esq. was not a lawyer and that she was some kind of fraud and this swayed and biased the opinion of Magistrate Judge Hunt so much so that he made his own efforts to discover if she were a lawyer and then in an opinion to Judge Zolch stated Barbara was a liar and not forthright with the Court. However, due to lack of diligence it appears that no one had checked her married name and thus both Judge Hunt and Lustig then had mud on the face. To resolve this problem it appears that despite Barbara having been a retired attorney at law with a blemish free career, the Florida Supreme Court through the aegis of its subsidiary The Florida Bar instantly moved to DISBAR Barbara Stone, Esq. on trumped up charges relating to her efforts to free her mother from the concentration camp she is in.

I have witnessed firsthand this same racket in the Florida Probate Courts as my family's estate and inheritance have been desecrated and robbed by Florida Attorneys at Law, including but not limited to, Robert L. Spallina, Esq., Donald R. Tescher, Esq. and Alan B. Rose, Esq. all with the help of two Florida Probate Judges, David French and Martin Colin. Attorneys Tescher and Spallina through their law firm Tescher & Spallina, PA have admitted to fraud on the court and fraud on the beneficiaries and have also admitted to submitting to the courts fraudulently notarized and forged signatures for six parties, including for my deceased father POST MORTEM and yet they have been allowed to continue to practice before the courts and the Florida Bar despite being fully aware of these crimes has done NOTHING to any of the attorneys involved, in fact, allowing Spallina to merely surrender his license without discipline despite his admitted felony criminal acts against my family, including three minor children who have been harmed by their actions. My brother on the day my father died alleged that he was murdered by poisoning and started a criminal complaint and autopsy that have also been mishandled once it was apparent that the person accused, his girlfriend was most likely innocent if he were murdered and now due to the financial crimes and fraud committed by the Attorneys at Law the potential accomplices to any murder may in fact be members of the Florida Bar who may have had a hand in any foul play due to the fact that they are the ones who have committed felony criminal acts and financial crimes against the estates and trusts beneficiaries for their own pecuniary gains. After a year a heavy metal test was finally performed and the results came back with 3 heavy metals elevated to reportable levels, including but not limited to, Arsenic and Cadmium. The attorney and judge self-regulating system of the Florida Bar and Judicial Qualifications Commission (which have no authority or jurisdiction to interfere in criminal complaints against their members) have become a joke and actually appear to be attorney protection agencies to protect the crimes being committed through the use of the courts by their members and steering and interfering with criminal charges made against members to Police and Sheriff agencies to derail the criminal investigations. Ms. Stone has also filed criminal charges against Michael Genden for his threats and extortion made upon her counsel and yet not a single law enforcement agency will investigate her criminal complaint filed in accordance with Florida Statutes. For Shame on our corrupted legal system that appears to start at the top and perverse the entire body of law in Florida and any lawyer standing up to this is instantly Witch hunted and Disbarred, effectively destroying their lives or forcing them to complicity in fear of their extorters.

My case is currently before the Supreme Court of Florida and can be found @

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150630%20FINAL%20REDO%20All%20Writs%20Mandamus%20Prohibition%20and%20Restraining%20Order%20>
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The crimes in these Probate cases have also caused multiple other actions to be filed both state and federally at great expense to the victims all due to criminal misconduct by Attorneys at Law and Judges. In fact, arrest has now been made of the Legal Assistant and Notary Public for Tescher & Spallina PA and similar arrest and investigation of the Attorneys at Law and Judges are underway but it appears that these may have been stymied, delayed and potentially derailed by interference in the criminal investigation by Judge Colin, which is currently under investigation as well.

The cases are as follows:

Florida Supreme Court CASE NUMBER: SC15-1077

Judge Coates Cases

[if !supportLists]1. [endif]Case ID: 502015CP00271XXXXNB

Judge Martin Colin Cases

Estate and Trust Cases, Simon, Shirley and Children

[if !supportLists]1. [endif]Case # 502012CP004391XXXXSB – Simon Bernstein Estate

[if !supportLists]2. [endif]Case # 502011CP000653XXXXSB – Shirley Bernstein Estate

[if !supportLists]3. [endif]Case # 502014CP002815XXXXSB – Oppenheimer v. Bernstein Minor Children

[if !supportLists]4. [endif]Case # 502014CP003698XXXXSB – Shirley Trust Construction

[if !supportLists]5. [endif]Case # 502015CP001162XXXXSB – Eliot Bernstein v. Trustee Simon Trust Case OLD CASE #

502014CA014637XXXXMB

[if !supportLists]6. [endif]Case # TBD – Creditor Claim – Eliot v. Estate of Simon

[if !supportLists]7. [endif]Case # 13-cv-03643 – Federal Lawsuit in the US District Court of Eastern Illinois, before the Hon. Judge Amy St. Eve., now before Honorable Judge Robert Blakey.

Judge David E. French Cases

[if !supportLists]1. [endif]Case # 20I2CP004391 IX – Simon Bernstein Estate

All of the family estate problems may also be linked to another series of crimes still being pursued committed against both my father and myself involving Intellectual Property Thefts committed by our attorneys at law from Proskauer Rose, LLP and Foley & Lardner LLP for IP valued in the billions to trillions and which led my filing a RICO and ANTITRUST civil lawsuit that was subsequently related a New York Supreme Court Attorney Disciplinary Department Whistleblower Lawsuit of Christine C. Anderson, Esq. This lawsuit will shortly be petitioned to be reopened due to the alleged new RICO violations in the Florida Probate Courts, including new predicate acts of, Alleged Murder of Simon Bernstein, Fraud, Forgery, theft of estate and trust assets and more, all crimes again primarily committed by attorneys at law. My car has had a bomb put in it and for visual graphics of the car bombing that blew up three cars next to it in Del Ray Beach, FL see www.iviewit.tv homepage. My RICO case and the cases legally related by Hon Federal Judge Shira Scheindlin are as follows:

Cases @ New York Second Circuit

[if !supportLists]1. [endif]File USCA Case Number 10-5303 = P. Stephen Lamont Appeal Docket No.

Case 08-4873-cv United States Court of Appeals for the Second Circuit Docket – Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al. – TRILLION DOLLAR LAWSUIT

[if !supportLists]2. [endif]Capogrosso v New York State Commission on Judicial Conduct, et al.

[if !supportLists]3. [endif]Esposito v The State of New York, et al.

[if !supportLists]4. [endif]McKeown v The State of New York, et al.

Related Cases @ US District Court – Southern District NY

[if !supportLists]5. [endif]07cv09599 Anderson v The State of New York, et al. – WHISTLEBLOWER LAWSUIT which other cases have been marked legally "related" to by Fed. Judge Shira A. Scheindlin

[if !supportLists]6. [endif]07cv11196 Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al.

[if !supportLists]7. [endif]07cv11612 Esposito v The State of New York, et al.,

[if !supportLists]8. [endif]08cv00526 Capogrosso v New York State Commission on Judicial Conduct, et al.,

[if !supportLists]9. [endif]08cv02391 McKeown v The State of New York, et al.,

[if !supportLists]10. [endif]08cv03305 Carvel v The State of New York, et al., and,

[if !supportLists]11. [endif]08cv4438 Suzanne McCormick v The State of New York, et al.

[if !supportLists]12. [endif]08 cv 6368 John L. Petrec-Tolino v. The State of New York

Sought Relation but not

[if !supportLists]13. [endif]08cv02852 Galison v The State of New York, et al.,

[if !supportLists]14. [endif]08cv4053 Gizella Weisshaus v The State of New York, et al.

[if !supportLists]15. [endif]06cv05169 McNamara v The State of New York, et al

RICO AND ANTITRUST LAWSUIT

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20A>

The Florida Courts have been infected by criminals and it appears a top down takeover. Since you are at the top of the regulatory agency that is responsible for protecting the citizens of Florida from rogue and dangerous criminals disguised as Attorneys at Law and Judges I anticipate your immediate response to both Barbara and my own cases, seeking full investigation by the State Bar and JQC and joining the necessary State and Federal Criminal authorities as you are duty bound to do when members of your cartel are alleged by citizens to have committed felony acts and used the Courts as their vehicle to commit crimes. Recently, large amounts of Press have exposed the guardianship abuses running rampant in Florida and similar to the home foreclosure fraud in Florida, the crimes are being committed by "attorneys at law" and further aided and abetted by "judges" all members of an organization headed by you and where nothing is being done by your agency to take any action other than to protect the accused and aid and abet in the evasion of their criminal prosecutions.

Thank you,

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

Iviewit Holdings, Inc. – DL (yes, two identically named)

Iviewit Holdings, Inc. – FL

Iviewit Technologies, Inc. – DL

Uviewit Holdings, Inc. – DL

Uview.com, Inc. – DL

Iviewit.com, Inc. – FL

Iviewit.com, Inc. – DL

I.C., Inc. – FL

Iviewit.com LLC – DL

Iviewit LLC – DL

Iviewit Corporation – FL

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<http://www.youtube.com/user/eliotbernstein?feature=mhum>

in loving memory and sad post mortem attorney corruption story

<http://iviewit.tv/ShirleyBernstein>

<http://iviewit.tv/SimonBernstein>

<http://iviewit.tv/ThisisBullshit>

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end

http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end

<http://youtu.be/3Q9MzqZv4lw>

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @

<http://www.youtube.com/watch?v=6B1K73p4Ueo>

and finally latest blog

<http://iviewit.tv/iviewit2/?p=187>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1

<http://youtu.be/iIAo1BYvyoQ>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2

<http://youtu.be/OaXys6blmFI>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3

<http://youtu.be/9R1PNnJVVGU>

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4

<http://youtu.be/rUHCZFkro08>

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125

<http://youtu.be/W EgSXJFqrhQ>

Other Websites I like:

<http://proskauersucks.com>

<http://exposecorruptcourts.blogspot.com>

<http://deniedpatent.blogspot.com>

<http://www.judgewatch.org/index.html>

<http://www.parentadvocates.org>

<http://www.newyorkcourtcorruption.blogspot.com>

<http://cuomotarp.blogspot.com>

<http://www.disbarthefloridabar.com>

<http://www.constitutionalguardian.com>

<http://www.americans4legalreform.com>

<http://www.attorneysabovethelaw.com>

<http://www.VoteForGreg.us> Greg Fischer

<http://www.facebook.com/pages/Vote-For-Greg/111952178833067>

<http://www.justice4every1.com>

<http://www.schwagerfirm.com>

<http://www.eldermurderabuseandexploitation.blogspot.com>

<https://mccormickestatefraud.wordpress.com>

<http://www.nationallibertyalliance.org>

<http://www.AAAPG.net>

<http://www.corruptny.com>

<http://www.corruptWA.com>

<http://www.killingseniors.com>

<http://www.guardianpredators.com>

<http://www.guardianshipexposed.com>

<http://www.hangthebankers.com>

<http://www.ddaweb.org>

<http://tedbernsteinreport.blogspot.com>

—
“We the people are the rightful master of both congress and the courts – not to overthrow the Constitution, but to overthrow the men who pervert the Constitution.” – Abraham Lincoln

“Whosoever the General Government assumes undelegated powers, its acts are unauthorized, void, and of no force.” —

Thomas Jefferson, The Kentucky Resolutions of 1798

“If a law is unjust, a man is not only right to disobey it, he is obligated to do so.” Thomas Jefferson

“Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance.” – Robert F. Kennedy

“Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!” – Patrick Henry

“Dick: The first thing we do, let’s kill all the lawyers.” The Shakespearean Solution, Sam The Butcher, Henry The Sixth, Part 2 Act 4, scene 2, 71–78

“Gatthew 5:5 Blessed are the Geek, for they will inherit the earth.” Eliot Bernstein

I live by the saying from Ellen G. White:

“The greatest want of the world is the want of men, –men who will not be bought or sold; men who in their inmost souls are

true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall." -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot

<image001.jpg>

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From: barbara stone [mailto:bstone575@gmail.com]

Sent: Friday, August 7, 2015 11:16 AM

To: evander@flcourts.org

Cc: Adam Walser; Michael Miller; Joan Chrissos; cfrank@miamiherald.com; cmarbin@miamiherald.com; helpmehoward@wsvn.com; mmarques@miamiherald.com; clue@wsvn.co; leonardgreen@nypost.com; martin.baron@washpost.com; John CMG-WestPalm Pacenti; swestwood@washingtonexaminer.com; tips@nationalenquirer.com; john.emshwiller@wsj.com; gary.fields@wsj.com; ashby.jones@wsj.com; Bob Norman; scoop@huffingtonpost.com; chamby@publicintegrity.org; wkroustan@sunsentinel.com; raolmeda@tribune.com; mediarelations@publicintegrity.org; Investigations@icij.org; ediarelations@icij.org; drphil@drphil.com; Scott Powers; Today@nbc.com; WT@nbc.com; Dateline@nbc.com; dan noyes; paige.kreegel@myfloridahouse.gov; mike.larosa@myfloridahouse.gov; chris.latvala@myfloridahouse.gov; larry.lee@myfloridahouse.gov; debbie.mayfield@myfloridahouse.gov; charles.mcburney@myfloridahouse.gov; klonne.mcghee@myfloridahouse.gov; larry.metz@myfloridahouse.gov; george.moraitis@myfloridahouse.gov; jared.moskowitz@myfloridahouse.gov; mike.miller@myfloridahouse.gov; Amanda.murphy@myfloridahouse.gov; Edwin.narain@myfloridahouse.gov; jeanette.nunez@myfloridahouse.gov; jose.oliva@myfloridahouse.gov; marlene.otoole@myfloridahouse.gov; mark.pafford@myfloridahouse.gov; kathleen.passidomo@myfloridahouse.gov; keith.perry@myfloridahouse.gov; Kathleen.peters@myfloridahouse.gov; Cary.pigman@myfloridahouse.gov; Ray.pilon@myfloridahouse.gov; scott.plakon@myfloridahouse.gov; rene.placensia@myfloridahouse.gov; elizabeth.porter@myfloridahouse.gov; bobby.powell@myfloridahouse.gov; Sharon.pritchett@myfloridahouse.gov; Jake.raburn@myfloridahouse.gov; Kevin.rader@myfloridahouse.gov; Danile.raulerson@myfloridahouse.gov; lake.ray@myfloridahouse.gov; michelle.rehwinkel@myfloridahouse.gov; ronald.renuart@myfloridahouse.gov; david.richardson@myfloridahouse.gov; Kenneth.roberson@myfloridahouse.gov; hazelle.rogers@myfloridahouse.gov; ray.rodrigues@myfloridahouse.gov; Patrick.rooney@myfloridahouse.gov; darryl.rouson@myfloridahouse.gov; david.santiago@myfloridahouse.gov; irving.slosberg@myfloridahouse.gov; jimmie.smith@myfloridahouse.gov; ross.spano@myfloridahouse.gov; chris.sprowls@myfloridahouse.gov; cynthia.stafford@myfloridahouse.gov; Richard.stark@myfloridahouse.gov; greg.steube@myfloridahouse.gov; Charlie.stone@myfloridahouse.gov; jennifer.sullivan@myfloridahouse.gov; dwayne.taylor@myfloridahouse.gov; carlos.trujillo@myfloridahouse.gov; victor.torres@myfloridahouse.gov; jay.trumbull@myfloridahouse.gov; john.tobia@myfloridahouse.gov; charles.vanzant@myfloridahouse.gov; Barbara.watson@myfloridahouse.gov; Clovis.watson@myfloridahouse.gov; alan.williams@myfloridahouse.gov; john.wood@myfloridahouse.gov; ritch.workman@myfloridahouse.gov; dana.young@myfloridahouse.gov; budmail@mail.house.gov; write2joe.crowley@mail.house.gov; degette@mail.house.gov; William.Delahunt@mail.house.gov; lloyd.doggett@mail.house.gov; doolittle@mail.house.gov; rep.doyle@mail.house.gov; annagram@mail.house.gov; samfarr@mail.house.gov; TalkToBobFilner@mail.house.gov; vito.fossella@mail.house.gov; Gingrey.GA@mail.house.gov; texas.granger@mail.house.gov; sam.graves@mail.house.gov; jane.harman@mail.house.gov; alcee.pubhastings@mail.house.gov; mhinchey@mail.house.gov; tellhoek@mail.house.gov; mike.honda@mail.house.gov; Jay.Inslee@mail.house.gov; congressman.issa@mail.house.gov; rep.johnson@mail.house.gov; webpage@feingold.senate.gov; stephanie.tubbs.jones@mail.house.gov; REP.KAPTUR@mail.house.gov; dkildee@mail.house.gov; jack.kingston@mail.house.gov; tom.la05@mail.house.gov; barbara.stone; marioaj01; alfredo; Eliot Bernstein; Robert Sarhan; ginny.johnson; Alyce Russell; Todd Krautheim; Teresa Lyles; Conrad 315RC; Antoinette; Lily Echarte's victim; hiestanl@flcourts.org; 13869471562@faxorama.com

Subject: Re: Response and Additional Emergency Notice of alleged crimes and corruption

Please see the attached and below in follow up

TO: JUDGE EVANDER

RE: RETALIATION AGAINST BARBARA STONE FOR WHISTLEBLOWING ON GUARDIANSHIP ABUSE IN THE STATE OF FLORIDA AND REPORTING THE CRIMES OF MICHAEL GENDEN AND THE FLORIDA BAR

FROM: BARBARA STONE

DATE: AUGUST 7, 2012

CC: MEDIA, LEGISLATORS AND OTHER INTERESTED PARTIES

Dear Judge Evander:

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I brought my mother to "guardianship court" to protect her and Michael Genden and Roy Lustig and predator "guardians" masterminded a Machiavellian scam to steal my mother, strip her rights, drug and abuse her until she is incoherent and extort her assets. These predators then rabidly escalate, retaliate and attack me to silence me from exposing this diabolical racket and **to divert, avoid, evade, dodge, obstruct, block, impede, thwart, cover up the criminal response to their alleged crimes by attacking their accuser.**

I should be lauded for exposing the vile practice of terrorizing vulnerable adults in predator guardianships instead of attacked by vicious retaliation by judges no less.

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"probate/guardian" courts of slowly murdering vulnerable elderly adults by isolating them, depriving them of food, drugging them mercilessly until they are incoherent, removing them from their family so these crimes can be committed in secret, warehousing them in deplorable nursing homes and then retaliating against anyone trying to expose the crimes, including outstanding and long serving respectable members of the Florida Bar such as myself.

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Due to the lack of prosecution by the Florida Bar or criminal authorities, he is unafraid of retribution and has now perfected his fraud on and in the court to terrorize and extort elderly adults. Lustig deliberately perjured a guardian report and fabricated pleadings in my case denying the life threatening condition of my mother thereby repeatedly placing my mother in grave danger all while Judge Genden aided and abetted and refused to take judicial action, instead retaliating against me and destroying my life to shut down my efforts to expose what is now fast becoming public knowledge.

Thus my mother, a once vital, healthy self-sufficient woman in need of only a short term financial guardianship was corralled into this vicious medically induced guardianship and now languishes in a disgusting nursing home, diapered, drugged, isolated, her stomach cut open to shove a feeding tube (a criminal battery) into her without need and she has almost died repeatedly. My mother has not eaten food or water in almost 2 years. These are hate crimes, crimes of ISIS terrorists posing as attorneys and judges and guardians. To remove and isolate an elderly woman from her daughter in the remaining years of her life is an act of malice and cruelty by someone devoid of morals. It is certainly not the act of a judge.

Jacqueline Hertz, now recently deceased was a master of this depraved human trafficking racket orchestrated in conjunction with Florida Bar members acting as Judges and Lawyers who are all involved in the feeding frenzy to rob family estates statewide.

When I reported and exposed alleged criminal acts to the Florida State Bar, the Judicial Conduct Commission and state and federal authorities, Genden in an monumental abuse of power, removed not only my access to the Court, but revamped the filing system to secret away the court documents from the public in violation of the Constitution to attempt to cover up the crimes of the probate Court and the Court appointed Guardians and Attorneys at Law.

My whistleblower complaint filed with the Supreme Court exposes this charade of justice and the incompetent system of having lawyers oversee the discipline of other lawyers and judges instead of having them independently investigated and criminally prosecuted. This self-regulating system is inherently conflicted and unconscionable and must be reformed by the use of independent investigatory agencies.

The cover up and whitewashing of violations of canons, ethics and crimes has exploded because there is no accountability and discipline. Christine Anderson, Esq. another whistleblower attorney in New York who was an insider in the disciplinary system attempted to expose the widespread corruption of the failed and criminal disciplinary system and she like myself was grossly retaliated against. Joanne Denison, Ken Ditkowsky and Lanre Amu exposed the corruption in Illinois and were suspended or disbarred. Other attorney whistleblowers across the country including Teddy Moore and Cole Stuart have been retaliatory disbarred or suspended for exposing the crimes of other lawyers and judges, their only crimes.

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1. Stripping an elderly adult of their Constitutional and civil rights, denying their due process, forcing them into medically induced guardianship, terrorizing and abusing them and extorting their assets and property while family members futilely try to free them, off their rights and stealing and extorting their family assets?
2. Protecting and covering up alleged crimes by so called “attorneys” and “judges” who operate a racketeering enterprise rife with corruption and fraud?. My mother confided to me on a recorded line that she was in fear of her life –that strange “aides” and other unknown persons from barely legitimate “care agencies” hired by Hertz and Lapides were coming into her home every day, stealing her food, her money and drugging her until she was incoherent. These substandard agencies were used by these predators, Hertz and Lapides to deprive my mother of quality care so her assets could be diverted to Hertz, Lapides and Lustig.
3. Retaliating against many witnesses who saw and reported my mother’s drugging, abuse, the deprivation of food and other heinous crimes? Michael Genden denied my mother the right to counsel to keep the racket under wraps and further denied me the right to independent counsel and to file Pro Se virtually stripping my rights to due process in his racketeering enterprise. Another Attorney at Law, Debra Rochlin exposed in an affidavit that Michael Genden threatened her to force her to cease representing my mother and myself or he would file a bar compliant against her. She was so fearful that she withdraw as counsel in fear of her livelihood, leaving her exposed to vicious retaliation and leaving my mother defenseless. Despite her withdrawal, Genden then viciously filed a Florida Bar Complaint against her in efforts to destroy her life as he has done mine and my mothers’ and any party exposing his malice.
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5. Abetting a judge who isolates an elderly woman from her daughter and keeps her caged in a lock down unit where she is denied all visitors so she can be abused and extorted in secrecy? Please refer to the fraudulent invoices of these predators set forth in link on the enclosures.
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and shield Michael Genden issuing brazenly irrational and retaliatory rulings that have no semblance of legitimacy. This is obvious in the “ruling” by Judge Kathleen Williams (apparently a “hand-picked” judge as she is familiarly referred to as “Kathy” by Genden and Lustig) wherein she stated in an order issued June 2, 2014 that even if Ms. Stone raised sufficient concerns about the danger to her mother, **she did not know how removing the guardians would alleviate that concern.**

There is not even a semblance of due process in any of my matters where emergency petitions are ignored, and judges are hand selected. The lack of due process is so open that an order was issued by one judge “hand-selecting” another conspiratorial judge to “preside” over the retaliatory “disbarment” of me, a retired attorney in direct violation of the rules that mandate blind assignment.

It should be obvious that in none of my lawsuits, appeals or other legal actions, THERE HAS NEVER BEEN AN

EVIDENCIARY HEARING NOR HAS MICHAEL GENDEN EVER RESPONDED TO ANY OF THE ALLEGATIONS.

Instead, there is a rush to deny my due process, obstruct my justice, and aid and abet Michael Genden to enable him to avoid accountability for his alleged criminal acts and violation of judicial canons and ethics.

What is apparent is that the Courts, the Prosecutors, the Judges, the Attorneys at Law involved are all working together to protect and cover up alleged crimes by so called “attorneys” and “judges” that operate a racketeering enterprise rife with corruption and fraud. Judges who commit crimes should be investigated and removed from the bench, not protected by the judicial community and the courts who fail to provide accountability and are tainting the legal process.

Judicial misconduct is running unchecked in all courts across the State of Florida, particularly in the very courts where families require the most protection—probate/guardian, family court, bankruptcy and foreclosure. Families are being destroyed by the very courts who should serve justice. Judges as in the case of my retaliatory disbarment are hand selected to silence reports of crime and misconduct. Lawyers and judges have fiduciary duties to insure the integrity of the judiciary and the legal system. A task force is urgently needed to address this tsunami of corruption/human trafficking.

Judges who commit crimes should be investigated and removed from the bench, not protected by the judicial community. The Federal and appellate courts who fail to provide accountability are subverting and perverting the legal process.

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244 Fifth Avenue - B 296

New York, NY 10001

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www.jviewit.tv/Barbara/Combined_Bills.pdf

articles about predatory guardians, judges and attorneys and their criminal activities

Cc: Miami Herald, Wall Street Journal, Miami New Times, New York Times, NY Post, Washington Post and other Media, legislators and other interested parties

—

On Fri, Aug 7, 2015 at 9:23 AM, barbara stone <Bstone575@gmail.com> wrote:

Please see attached in response to further retaliation.

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Cc: Miami Herald, Wall Street Journal, Miami New Times, New York Times, NY Post, Washington Post and other Media, legislators and other interested parties

–

Barbara Stone

[305 684 2547](tel:3056842547)

bstone575@gmail.com

On Thu, Aug 6, 2015 at 2:37 PM, barbara stone <bstone575@gmail.com> wrote:

Attached is an emergency notice of extortion, life endangering crimes and other misuse of office by a “judge” under color of law.

The life of an elderly adult is in grave danger. This seeks his urgent removal and response

Barbara Stone

[305 684 2547](tel:3056842547)

bstone575@gmail.com

 ★ Like

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Related

Judicial Corruption - No known limits

From: Eliot Bernstein <iviewit4@gmail.com>

Date: Fri, Feb 22, 2013 at 1:43 AM Subject:

IVIEWIT BREAKING NEWS!!! "Judges Were Illegally Wiretapped, Says Insider" &

"Governor Andrew Cuomo Asked to Shut Down With 2 comments

Law Firm Admits Violated Law - Regarding -

Murder of Chairman of Iviewit Simon

Bernstein?

Begin forwarded message: From: "Eliot Ivan

Bernstein" <iviewit7@gmail.com> To:

"Undisclosed List" <iviewit@gmail.com>

Subject: Murder of Chairman of Iviewit Simon

Bernstein? Attorneys Robert Spallina & Donald

In "Constituion"

UNITED STATES COURT OF
for the Eighth Circuit

William Jay Riley, Chief Judge
Michael E. Gans, Clerk of Court

PUBLIC NOTICE: CRIMINAL
CHARGES/COMMERCIAL LIENS - Corrupt
Judges

About arnieresner

As an American I advocate a republic form of government, self-reliance, and adherence to the basic philosophy of the founding fathers and the founding documents, I ONLY respect those who respect and "HONOR" their honor. No exceptions!

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Scanned Retina – A Resource for the People!

The Twenty Ten Theme. [Blog at WordPress.com.](#)

Florida Probate Fraud, Forgery and Corruption; Simon Bernstein Estate Case

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

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

Tuesday, December 8, 2015

Florida Judge, Judge L. Phillips RULES to not disqualify himself? WOW, is that Lawful? Ethical? What is Judge Phillips up to, I mean its been many years right and Ted Bernstein and his Cronies have run off with the money, forged documents and yet all are NOT in Jail and NOTHING happens in the Case.

Yet Judge JOHN L PHILLIPS wants to continue being the Judge in all these cases? Why? He is not doing anything to move them forward and sure seems to be aiding and abetting criminals. Umm and the OBVIOUS is, it is NOT legal for Judge Philips to rule on his disqualification. A higher Judge has to do that, been there many times. So what is the not so honorable Judge John Philips up to? Hmmm..

Here is Eliot Bernstein's motion to Disqualify Florida Circuit Judge, Click Below to Read
<https://drive.google.com/file/d/0Bzn2NurXrSkiTVMyMmlwSFpzS1U/view?usp=sharing>

Here is Florida Judge, Judge John Philips ruling on his own disqualification. Gee YEP he ruled to keep himself as judge of a case that has been deliberately, maliciously, unethically, unconstitutionally and illegally stalled for years. All the while the Bad Guys sell off assets and move on with their life, and the Bad Guy attorneys continue to violate the constitutional rights of other clients in Florida. All while Bad Judges, such as Judge Colin and Judge Philips look the other way to aid and abet them.

Click below for this short QUICK, corrupt, SMACKDOWN Denial
<https://drive.google.com/file/d/0Bzn2NurXrSkiT191S2cybUJuVmM/view?usp=sharing>



the Ted Bernstein Report by Investigative Blogger Crystal L.

written upon information, knowledge and belief of Crystal L. Cox, Investigative Blogger

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

Saturday, January 11, 2014

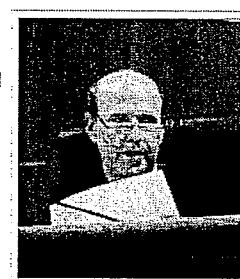
Ted Bernstein



Life Insurance Concep

Ted Bernstein, Tescher a

- Florida Estate Forge DOCKET



Judge Martin Colin

Donald Tescher on Left



Ted Bernstein, Tescher a

- Florida Estate Forge DOCKET



Palm County Florida Sheriff

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Palm Beach Cour
Investigation,
Hello Palm Beach

PLAINTIFF'S
EXHIBIT

Blumberg No. 5113

This evidence is clear, it is on court dockets, in hearing transcripts, on Governor complaints and rulings, on sheriff reports and yet Judge Martin Colin and other Judges in this case seem to be protecting estate and probate law firm Tescher & Spallina and Boca Raton Insurance Company Life Insurance Concepts, Ted Bernstein.



Ted Bernstein

This is all connected to the multi-Billion dollar legal action of the iViewit technology case and I myself believe that these judges are favoring what looks to be corrupt lawyers and they may possibly be getting a kick back as there is plenty of money to be had in this case, as we have previously seen from the iViewit case naming all of this same parties and worth 100's of BILLIONS. I believe the Judges involved in the Simon Bernstein and Shirley Bernstein Estate forgery and fraud case have violated title 42 USC code. I also believe they have ALL violated 28 U.S.C. § 455, the Due Process Clause of the Fourteenth Amendment to the Constitution, The Code of Conduct for United States Judges, and have violated human and civil rights of the victims of this case.

**A GUIDE TO CIVIL RIGHTS LIABILITY UNDER 42 U.S.C. § 1983:
AN OVERVIEW OF SUPREME COURT AND ELEVENTH CIRCUIT PRECEDENT**
http://www.constitution.org/brief/forsythe_42-1983.htm

Section 1983 Litigation to help you understand the laws regarding this issue.

[http://www.fjc.gov/public/pdf.nsf/lookup/Sect1983.pdf/\\$file/Sect1983.pdf](http://www.fjc.gov/public/pdf.nsf/lookup/Sect1983.pdf/$file/Sect1983.pdf)

If Judge Martin Colin appointed Ted Bernstein executor of the Simon Bernstein state after he knew of clear forgery and fraud on the courts and crimes against the true heirs of the Simon Bernstein, and Shirley Bernstein Estate, is Judge Martin Colin liable for the financial damage and hardship that his rulings outside of law and the constitutional rights of those in his court?

Did Judge Martin Colin require a probate bond in this case where millions are at stake and there is massive fraud, estate assets sold off and stolen?

Do laws in the State of Florida require the executor of an estate to provide a probate bond to the courts? Probate bonds will guarantee that executors of the estate will not alter or damage the estate. Did Judge Martin Collin require a probate bonds in this case?

Did Tescher & Spallina provide a probate bond? This is a rather large estate and assets over a million dollars each have already been SOLD off, by what looks like the fraudulent activity of Ted Bernstein conspiring with Donald Tescher and Rober Spallina of Tescher & Spallina.

Are there any laws or ways to uphold the estate and probate law in Florida when someone dies and their own attorneys and estranged offspring loot their estate?

Also in this there was a condo already sold for over a million that may have undersold for a million, this involved a buyer named Wesley Voorheis, who I believe made a deal of some kind to get the property for at least a million less then it was worth, by way of some shady dealings with Life Insurance Concepts and Ted Bernstein, just how I see it.

Note: I am a REAL ESTATE Forensics EXPERT, I do not claim to know fully Florida Law. However, this property SOLD via Old Republic National Title Insurance Company, and had Title Insurance insuring that it was SOLD by the property own and there sure seems to be some fraudulent actions here in my opinion, here is my report and opinion on the Shirley Bernstein Condo Sale.

https://docs.google.com/document/d/1hjawNP14ExpN0L8oZ33Pmpirngh3073da5_i0iVIQtw/edit

It appears to me that Gregory Gefen of Signature ALL REGENCY TITLE COMPANY, Signature Title Group Knowingly allowed Ted Bernstein to steal a 1.6 million dollar property, just how I see it.

So Is Wesley Voorheis a Proxy for Ted Bernstein?

<http://tedbernsteinreport.blogspot.com/2013/08/do-we-have-banking-and-mortgage-fraud.html>

Did Wesley Voorheis of move this asset out of the country for Tescher and Spallina, Ted Bernstein or ?

G. Wesley Voorheis seems to be the same Wesley Voorheis Chairman of Hudbay Minerals Inc., Director at Granite Real Estate Inc., Managing Director of VC & Co. Incorporated and a Partner of Voorheis & Co. LLP, which act as strategic advisors to institutional and other shareholders. Prior to the establishment of Voorheis & Co. LLP in 1995, Wesley Voorheis was a partner in a major Toronto law firm. Wesley Public Company Directorships (Past 5 years): MI Developments Inc. (June 2011 to present), Coventree Inc. (2008 to 2012), easyhome Ltd. (2010 to 2011), Hollinger Inc. (2006 to 2008), Sun Times Media Group, Inc. (2007 to 2008).

<http://www.forbes.com/profile/g-voorheis/>

http://www.concernedeconomical.com/about_VC_Co.html

How is G. Wesley Voorheis connected to Tescher and Spallina, Ted Bernstein, Greg Geffen or any other players of the Shirley Bernstein, Simon Bernstein fraud and forgery estate and probate case out of Palm County Florida?

Office. Want t

Is Adam Simon a fire? Is Adam S

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Robert Spallina, JOINER TO M

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Mark Manceri, Fl to have come

Investigative Blo THINKS it is tii

Judge Martin Co Disqualify Him

Kimberly Moran (2013-CF-01074

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Palm Beach Sher Researching T

RICO, Racketeer Courts Case, A

Mark Manceri aK would like to I

RICO, Racketeer Case connect

Florida Estate Fr on the Courts

Judge David E. F Manceri, Tesc

Sheriff's Reports Bernstein Esta

Petition to Relie

Fraud, Forgery, E Tescher and S

► 2013 (31)



Judge David French



Ted Bernstein, Bernstein Family Foundation

I fully believe, in my opinion that the above sale involved mortgage fraud, title insurance fraud and banking fraud at least. It also seems that the Bank of Montreal is somehow connected to all this, in what sure seems to me to be white collar crime.

How in the world did what seems to be a Canadian Resident, Wesley Voorheis, get a single Family Fannie Mae loan on a condo of this value in FLORIDA? Is this a primary resident? Is this Fannie Mae FRAUD? Surely Fannie Mae, Wesley Voorheis, BMO Harris Bank N.A., and Steve Paraggua know about the fraud and forgery in connection with all of this.

Here is the Mortgage Document I am commenting on;
<https://docs.google.com/file/d/0Bzn2NurXrSkiQjlmSmRoNXJBdHc/edit>

I personally believe that Ted Bernstein of Life Insurance Concepts did some deal to hide this asset from the rightful heirs, either with Wesley Voorhei knowing or not knowingly conspiring, just my opinion.

A bit more on this Condo Sale

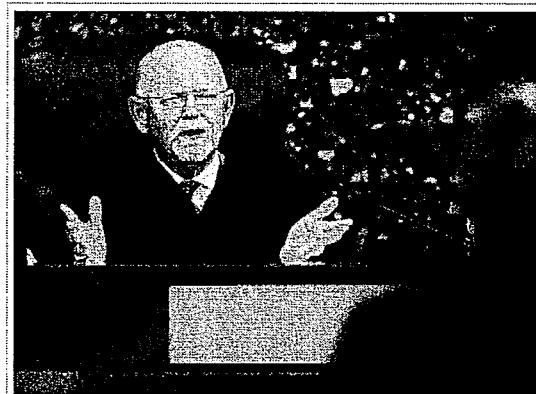


Donald Tescher, Lawyer

<http://tedbernsteinreport.blogspot.com/2013/08/ted-bernstein-life-insurance-concepts.html>

Note: Look at this Insurance company also questioning issues of these Estates, yet the Judges involved are "playing dumb". There is so many layers to all this, meanwhile the victims of all this, in this moment are children and are the heirs of the estate, in which Tescher and Spallina seem to have VIOLATED the wishes of their now deceased clients.

the Heritage Union Life Insurance case
<https://docs.google.com/file/d/0Bzn2NurXrSkiWhBNVUtJUEFJRms/edit>



Judge David Crow, Judge in Kimberly Moran Case

So can the True and Correct lawful heirs of the Simon Bernstein, and Shirley Bernstein Estate file a lien against the Judges and Sheriff involved, as there are some pretty hefty price tags on these assets adn I believe these judges now have some liability.

Folks, pay attention to this case as many of your parents, grandparents move to Florida, many of you in Florida over a lifetime; you work your whole life, pay your attorneys to carry out your wishes and the commit forgery having documents signed by you AFTER YOU DIE, and Florida Judges such as Judge Charles E. Burton, Judge David Crow and estate and probate Judges such as Judge Martin Colin and Judge David French, as well as the Sheriff of Palm County Florida should be liable for any action that violated the constitutional rights of the victims of this case or did not uphold the oath of their office.

It looks to me, in my Opinion, as if these Judges and the Sheriff violated 28 U.S.C. § 455, the Due Process Clause of the Fourteenth Amendment to the Constitution, The Code of Conduct for United States Judges, and 28 U.S.C. 455.

And I think that Victims of these Judges should file a Lien against their Bond.

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6/4/2014 the Ted Bernstein Report by Investigative Blogger Crystal L. Cox. Judge Martin Colin has a history of protecting the bad guys protecting attorneys that he favors and having conflicts of interest. Judge Martin Colin should have walked away from the Simon Bernstein Estate Case and the Shirley Bernstein Estate Case long ago.

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the Ted Bernstein Report by Investigative Blogger Crystal L.

written upon information, knowledge and belief of Crystal L. Cox, Investigative Blogger

Plaintiff's
Exhibit

Blumberg No. 6113

Docket Northern Illinois Case	Simon Bernstein Trust Heritage Jackson National District Court	Shirley Bernstein Estate Docket	Simon Bernstein Estate D
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Donald Tescher	Robert Spallina	Ted and Deborah Bernstein	Life Insurance Concepts Boca Ted Bernstein Fraud Estate Fraud Docket Insurance

Friday, February 21, 2014

Ted Bernstein



Life Insurance Conce

Judge Martin Colin has a history of protecting the bad guys protecting attorneys that he favors and having conflicts of interest. Judge Martin Colin should have walked away from the Simon Bernstein Estate Case and the Shirley Bernstein Estate Case long Ago.

""The self-proclaimed adopted son of the late mob boss John Gotti, Kasman didn't like the way the Gambino crime family treated him after the Dapper Don died in prison in 2002. So the 51-year-old Boca Raton man strapped on an FBI wire and spilled information that in February helped the feds build criminal cases against 62 reputed New York mobsters.

Now Kasman has his sights set on a much less notorious target: Palm Beach County Family Court Judge Martin Colin.

Using court decisions that grew out of a long-running legal battle among Colin and his wife and her ex-husband, Kasman is on a tear to have the judge thrown out of office and get longtime Democratic power broker and attorney Henry Handler disbarred...

When the Judicial Qualifications Commission, which disciplines judges, meets in mid-July, it will consider claims from Kasman and at least two other men that the judge dished out favors to attorneys who represented his wife in her divorce. Similar allegations have been raised in a strange and tortuous legal battle that went all the way to the Florida Supreme Court. The Florida Department of Law Enforcement has investigated as well.

Colin and attorneys embroiled in the quagmire dismiss allegations that a conspiracy was afoot to tip the scales of justice against Kasman or anyone else."

Ted Bernstein, Tescher a

- Florida Estate Forge DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher a

- Florida Estate Forge DOCKET

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▼ 2014 (125)

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Is Google Really Conduct a Fra

Welcome Back, F Investigation

Source and Full Article
<http://jaablog.jaablaw.com/2008/07/01/things-getting-rougher-for-judge-colin.aspx>

"During the protracted divorce that chewed through at least five judges, Lewis Kasman accused one of them - Palm Beach County Circuit Judge Martin Colin - of failing to reveal his ties to the firm. Weiss Handler briefly represented Colin's wife in her divorce from a previous husband. While Colin had been ordered by the Fourth District Court of Appeal to tell litigants who came before him about his wife's connection to the firm, he didn't tell Lewis Kasman."

Source and Full Document
<http://joebrunoonthemob.wordpress.com/tag/palm-beach-county-circuit-judge-martin-colin/>

Why is Judge Martin Colin of Boca Raton Florida still presiding over the Simon Bernstein Estate Case and the Shirley Bernstein Estate Case?

Judge Martin Colin knows of fraud, forgery, possible murder and claimed he "should" read the attorneys involved their Miranda Rights but still no one has a criminal investigation and on top of that Judge Martin Colin is letting these attorneys still have a say in these estates knowing full well that have committed crimes.

Judge Martin Colin knows that officers of his court, attorneys, and law firms have committed crimes yet he lets them have a say in who gets to be the personal representative in these estates. And seems to be planning to use some "Hat Trick Method", a law it seems he made up, in order to pick this powerful position over these estate matters.

Judge Martin Colin knows full well that these guys have acted illegally, so why would he still give them power in this case.

Judge Martin Colin knows that John J. Pankauski has massive conflicts of interest yet lets this lawyer have a say in these matters, knowing full well that John J. Pankauski is violating attorney client privilege, has misled Eliot Bernstein to get personal information, strategy in the case, and proprietary information in this case to then use against Eliot Bernstein acting as counsel

6/4/2014 the Ted Bernstein Report by Investigative Blogger Crystal L. Cox Judge Martin Colin has a history of protecting the bad guys protecting attorneys that he failed to the opposition.

Order for Discharge of Counsel to

Morgan Stanley (Teschner & Spa

Judge Martin Doing the Right

Why is Ted Bern connected to

Motion to Halt H Believe this is

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Alan B. Rose, Mr Rose, Konopki

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Alan Rose Wants Amendment to

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Alan Rose Esq., Pankauski Law

Chicago Insurance Litigation Law

Morgan Stanley (Bernstein and

Wow, the Fraud Piling Up. Is Te

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Heritage Lawsuit Response Regi

Reported as a Mi checked is me

"The Document : the Inheritance

Looks like the Te Ted Bernstein

► January (22)

► 2013 (31)

Judge Martin Colin knows that John J. Pankauski SHOULD not even be allowed in the court room on this, so why is Judge Martin Colin letting all this still go on?

Why is Judge Martin Colin letting a clearly conflicted John J. Pankauski of Pankauski Law Firm get to pick a possible PR in this matter? Is this Legal? I say it is not LEGAL, as far as I see it and certainly there is no law that conflicts checks, due diligence and judicial duty in estate cases is about putting NAMES IN A HAT. This is ludicrous at best.

All of these crimes CLEARLY happened in Judge Martin Colin's court, yet he does not report the crimes, seems to do nothing to bring justice to these rogue and lawless lawyers and now Judge Martin Colin is a material witness to all this, and still does nothing and refuses to remove himself from these proceedings, WHY?

Who PROTECTS Judge Martin Colin to act completely outside of the Law?

The above articles seems to be saying that Judge Martin Colin is connected to the mob, abuses his judicial power to favor attorneys he likes, and blatantly ignores conflicts of interest.

Its the Law that Judge Martin Colin must recuse himself if he has a conflict, yet Judge Martin Colin refuses to remove himself and also rules on this matter himself, which is not lawful. I have seen this in many courts, and the superior Judge rules on this motion, NOT the Judge who the litigant is asking to be removed. This is not LAWFUL.

HERE is a Bit on Judicial Laws and Judicial Disqualification

"According to, **Judicial Disqualification: An Analysis of Federal Law**, Second Edition, Charles Gardner Geyh, Associate Dean of Research, John F. Kimberling Professor of Law, Indiana University Maurer School of Law, a Federal Judicial Center Publication;

"For centuries, impartiality has been a defining feature of the Anglo-American judge's role in the administration of justice.

The reason is clear: in a constitutional order grounded in the rule of law, it is imperative that judges make decisions according to law, unclouded by personal bias or conflicts of interest.

Accordingly, upon ascending the bench, every federal judge takes an oath to "faithfully and impartially discharge and perform all the duties" of judicial office; and the Due Process Clause of the Fourteenth Amendment to the United States Constitution has been construed to guarantee litigants the right to a "neutral and detached," or impartial, judge.

Moreover, in a democratic republic in which the legitimacy of government depends on the consent and approval of the governed, public confidence in the administration of justice is indispensable.

It is not enough that judges be impartial; the public must perceive them to be so.

The Code of Conduct for United States Judges therefore admonishes judges to "act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary" and to "avoid impropriety and the appearance of impropriety in all activities"

"When the impartiality of a judge is in doubt, the appropriate remedy is to disqualify that judge from hearing further proceedings in the matter.

In *Caperton v. A.T. Massey Coal Co.*, a case concerning disqualification of a state supreme court justice, the U.S. Supreme Court reaffirmed that litigants have a due process right to an impartial judge, and that under circumstances in which judicial bias was probable, due process required disqualification. The Court noted, however, that disqualification rules may be and often are more rigorous than the Due Process Clause requires.

So it is with disqualification requirements for federal judges, which require disqualification when a judge's impartiality "might reasonably be questioned."

Disqualification Under 28 U.S.C. § 455

A. Overview

1. The text of § 455 The primary source of disqualification law in the federal judicial system is 28 U.S.C. § 455. It provides, in its entirety, as follows:

§ 455. Disqualification of justice, judge or magistrate judge

(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

(b) He shall also disqualify himself in the following circumstances:

(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(2) Where in private practice he served as lawyer in the matter in controversy, or a lawyer with whom he previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it;

(3) Where he has served in governmental employment and in such capacity participated as counsel, adviser or material witness concerning the proceeding or expressed an opinion concerning the merits of the particular case in controversy;

(4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding;

(5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(i) Is a party to the proceeding, or an officer, director, or trustee of a party;

(ii) Is acting as a lawyer in the proceeding;

(iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding;

(iv) Is to the judge's knowledge likely to be a material witness in the proceeding.

(c) A judge should inform himself about his personal and fiduciary financial interests, and make a reasonable effort to inform himself about the personal financial interests of his spouse and minor children residing in his household. 10 Judicial Disqualification: An Analysis of Federal Law

(d) For the purposes of this section the following words or phrases shall have the meaning indicated:

(1) "proceeding" includes pretrial, trial, appellate review, or other stages of litigation;

(2) the degree of relationship is calculated according to the civil law system;

(3) "fiduciary" includes such relationships as executor, administrator, trustee, and guardian;

(4) "financial interest" means ownership of a legal or equitable interest, however small, or a relationship as director, adviser, or other active participant in the affairs of a party, except that:

(i) Ownership in a mutual or common investment fund that holds securities is not a "financial interest" in such securities unless the judge participates in the management of the fund;

(ii) An office in an educational, religious, charitable, fraternal, or civic organization is not a "financial interest" in securities held by the organization;

(iii) The proprietary interest of a policyholder in a mutual insurance company, of a depositor in a mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest;

(iv) Ownership of government securities is a "financial interest" in the issuer only if the outcome of the proceeding could substantially affect the value of the

6/4/2014 the Ted Bernstein Report by Investigative Blogger Crystal L. Cox Judge Martin Colin has a history of protecting the bad guys protecting attorneys that he fa... securities.

(e) No justice, judge, or magistrate judge shall accept from the parties to the proceeding a waiver of any ground for disqualification enumerated in subsection (b). Where the ground for disqualification arises only under subsection (a), waiver may be accepted provided it is preceded by a full disclosure on the record of the basis for disqualification.

(f) Notwithstanding the preceding provisions of this section, if any justice, judge, magistrate judge, or bankruptcy judge to whom a matter has been assigned would be disqualified, after substantial judicial time has been devoted to the matter, because of the appearance or discovery, after the matter was assigned to him or her, that he or she individually or as a fiduciary, or his or her spouse or minor child residing in his or her household, has a financial interest in a party (other than an interest that could be substantially affected by the outcome), disqualification is not required if the justice, judge, magistrate judge, bankruptcy judge, spouse or minor child, as the case may be, divests himself or herself of the interest that provides the grounds for the disqualification.

Sections (a) and (b) occupy the core of § 455 and should be read together. The two sections divide the universe of disqualification into two halves: the general, catch-all category of § 455(a), which requires disqualification from any proceeding in which a judge's "impartiality might reasonably be questioned"; and a list of more specific grounds for disqualification in § (b).

The remainder of § 455 is directed at implementing §§ (a) and (b):

- Section (c) admonishes judges to keep abreast of their financial interests to ensure that they know when to disqualify themselves under § 455(b)(4).
- Section (d) defines terms employed in §§ (a) and (b).
- Section (e) provides parties with a limited opportunity to waive disqualification otherwise required by the catch-all § (a)—typically where the judge is poised to disqualify himself or herself *sua sponte*—but does not permit the parties to waive disqualification required by the more specific provisions of § (b).
- Section (f) provides a limited opportunity for judges to avoid the need to disqualify themselves for financial interest under § (b)(4) through divestiture.

2. Interpretive ground rules

a. Interpreting § 455(a) in relation to § 455(b)

As embodied in § 455, §§ (a) and (b) are conceptually separate.

Section (a) compels disqualification for the appearance of partiality, while § (b) "also" compels disqualification for bias, financial interest, and other specific grounds. In contrast, the Model Code of Judicial Conduct—after which § 455 was originally modeled—and the current Code of Conduct for United States Judges unify the two halves conceptually by characterizing the specific grounds for disqualification as a nonexclusive subset of circumstances in which a judge's impartiality might reasonably be questioned.

For the most part, this may be a distinction without a difference—disqualification is required if the specific or general provisions are triggered, regardless of whether the specific provisions are characterized as a subset of or separate from the general.

On the other hand, by conceptualizing them separately, § 455 can require disqualification under specific circumstances enumerated in § (b) that might not reasonably be characterized as calling a judge's impartiality into question under § (a). For example, § (b)(4) requires judges to disqualify themselves for financial interest "however small," which necessarily includes an interest so small that it could not reasonably call the judge's impartiality into question.

Any circumstance in which a judge's impartiality might reasonably be questioned under § (a) requires disqualification, even if the circumstance is not enumerated in § 455(b).

At the same time, when § 455(b) identifies a particular situation requiring disqualification, it will tend to control any § 455

(a) analysis with respect to that specific situation. For example, §455(b)(5) requires disqualification when one of the parties is within the third degree of relationship to the judge. Consequently, a fourth-degree relationship to a party does not by itself create an appearance of partiality requiring disqualification under § 455(a)— although disqualification under § 455(a) might still be appropriate if, for example, the judge's personal relationship with the fourth-degree relative was so close as to call the judge's impartiality into question. As the Supreme Court explained, "[s]ection 455(b)(5), which addresses the matter of relationship specifically, ends the disability at the thirddegree of relationship, and that should obviously govern for purposes of § 455(a) as well."

The 1974 amendments to § 455, however, shifted the balance by requiring disqualification whenever a judge's impartiality "might" reasonably be questioned, and the legislative history made clear that in revising the statute, Congress sought to end the "duty to sit".

6/4/2014 the Ted Bernstein Report by Investigative Blogger Crystal L. Cox Judge Martin Colin has a history of protecting the bad guys protecting attorneys that he fa...

“When Congress amended § 455(a), it made clear that judges should apply an objective standard in determining whether to disqualify. A judge contemplating disqualification under § 455(a), then, should not ask whether he or she believes he or she is capable of impartially presiding over the case.

Rather, the question is whether a judge’s impartiality might be questioned from the perspective of a reasonable person, and every circuit has adopted some version of the “reasonable person” standard to answer this question.

In the context of denying a motion for his disqualification from Cheney v. United States District Court for the District of Columbia, Justice Scalia noted that this reasonable person is aware “of all the surrounding facts and circumstances.” The Second Circuit has characterized the reasonable person as an “objective, disinterested observer” who is privy to full knowledge of the surrounding circumstances.”

...
“The question has sometimes arisen as to whether the standard for disqualification differs in a bench trial where the judge’s role is even more pivotal than in a jury trial. In Alexander v. Primerica Holdings, Inc., the court of appeals said: “We cannot overlook the fact that this is a non-jury case, and that [the judge] will be deciding each and every substantive issue at trial When the judge is the actual trier of fact, the need to preserve the appearance of impartiality is especially pronounced”

Pursuant to 28 U.S.C. 455, and upon examination of the record, I, Personally believe that Judge Martin Colin is NOT impartial and is violating the constitutional and lawful rights of the victims in this case.”

<http://www.law.cornell.edu/uscode/text/28/455>

Judge Martin Colin SHOULD NOT, as a matter of law and the duties of his Judicial Office, be RULING on a Motion to NOT exclude HIMSELF. This is unethical, unconstitutional and sure seems to me to be illegal

Posted by Crystal L. Cox at 8:45 AM

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the Ted Bernstein Report by Investigative Blogger Crystal L.

written upon information, knowledge and belief of Crystal L. Cox, Investigative Blogger

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

Wednesday, May 14, 2014

Ted Bernstein

John Pankauski ~ John J. Pankauski - Pankauski Law Firm PLLC

WOW are you KIDDING. Undo Influence Expert? Really?

Invalid or Void.. ? Hmm.. Why is Johnny Boy Protecting Ted Bernstein to commit Estate Fraud? or is He.. Hmm.. Undo Influence is SERIOUSLY Abundant in the Simon and Shirley Bernstein Estate's..

Read this WHOLE Blog and WOW, then will you hire this GUY?



Life Insurance Concep

Undue Influence | Pankauski Law Firm | Undue I...



Ted Bernstein, Tescher a

- Florida Estate Forg DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher a

- Florida Estate Forg DOCKET

0:00 / 1:17

Posted by Crystal L. Cox at 11:11 PM

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The Lasalle Natic
Robert Spallini

Ted Bernstein Insurance Scam

Written Upon Knowledge and Belief of Crystal L. Cox

Monday, March 30, 2015

7020 Lions Head Lane Boca Raton. Real Estate Buyers have a Legal Right to have FULL DISCLOSURE. Buyer Be AWARE.

Why Does Alan Rose Want to HIDE the TRUTH from the Buyers of this Property?

Why Does Judge Martin Colin Think it is ok to HIDE the Truth From Real Estate Consumers?

It is NOT ok for a Real Estate Broker, a Seller or a JUDGE to HIDE Known Facts about a Real Estate Transaction from a Real Estate Consumer. PERIOD.

Assets seem to have been stolen long ago. The property has been left to be run down. The courts simply do nothing to protect this asset and now a buyer is to get in the middle of it mess? I have been a real estate broker, owner of my own company for 15 year and a Real Estate Advocate for Real Estate Buyers. I would not go anywhere near this property until the estate is REALLY Legally Settled. Check out the transcript below as attorney Alan Rose whines and cries to PREVENT disclosure to the Real Estate Consumer.

Judge Martin Colin has no LEGAL Reason, as a matter of LAW to withhold to a real estate buyer that the property is in litigation, this is a violation of the BUYERS Rights, and again the LAW PERIOD.

John Poletto, a real estate broker in Florida seems to have no issue with hiding known facts from buyers. The law is that latent defects, lawsuits, and anything that can harm a buyer MUST be disclosed so why is the Florida Courts allowing this cover up that will cause BUYERS massive headache, stress and legal liability.

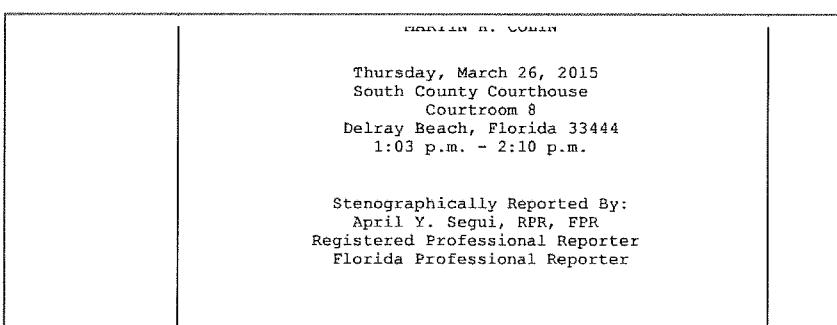
<https://drive.google.com/file/d/0Bzn2NurXrSkiVUFCVVZKb1YtWnM/view?usp=sharing>

I am a Broker, a Real Estate Advocate, a Real Estate Whistleblower and I have owned my own real estate company for over 15 years. Check out the Transcript below as you see a JUDGE, and several attorneys seem to conspire to aid and abet a real estate sale and NOT disclose to BUYERS that they may spend years in litigation down the road after they have fixed up a place that Ted Bernstein let run down as a BAD PR for the property.

It is NOT ok for a JUDGE to want to hide this litigation from BUYERS. It is not lawful nor morally ethically for Judge Martin Colin to NOT want BUYERS to know when this affects their VERY life, the life of their children and their quality of life in EVERY WAY.

SHAME SHAME on this JUDGE.

Really, Look Below, this document clearly shows this JUDGE ranting about YOU, the Real Estate Consumer NOT having a right to know what the Real Estate Seller and the Real Estate Broker KNOW and by law have to disclose. WOW.



2

1 APPEARANCES:
 2 On behalf of the Plaintiff:
 MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A.



E-mail: Arrose@mracheck-law.com 6
ALAN B. ROSE, ESQUIRE

Other Research Links

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121002%20PETITION%20FOR%20ADMINISTRATION%20SIMON.pdf>

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

Read the Entire Blog, Go to the bottom of the page and click older posts OR use search in upper left to search the Blog for what you want.

If you need information to protect you as a Real Estate Buyer of 7020 Lions Head Lane Boca Raton, email me at SavvyBroker@yahoo.com

Posted by CrystalL. Cox at 5:20 PM No comments:

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Saturday, January 4, 2014

Ted Bernstein of Life Insurance Concepts, Tescher and Spallina Law Firm, Robert Spallina, Donald Tescher and Florida Notary Kimberly Moran Florida Insurance Scam and Estate Fraud, Forgery Case, overseeing Judge is Judge Martin H. Colin.

"Kimberly Moran Florida Notary Public, Tescher and Spallina Law Firm involved in Forgery and Estate Fraud

Kimberly Moran Florida Notary Public, Tescher and Spallina Law Firm (Robert Spallina and Donald Tescher), Ted Bernstein of Life Insurance Concepts and the Bernstein Family Foundation are involved in Estate Fraud, Insurance Schemes, Fraud on the Courts, Forgery, Possible Murder and other illegal and unethical behavior. The Judge in the Case is Judge Martin H. Colin.

Kimberly Moran Florida Notary Public of Tescher and Spallina Law Firm, Robert Spallina, Donald Tescher, Ted Bernstein of Life Insurance Concepts sure seems to have a lot of explaining to do, check out the forgery, fraud on the courts, flat out lies and for some reason none of these folks are in jail. The Judge in the Case is Judge Martin H. Colin, we are watching to see if he follows through with those Miranda Rights and to see if Kimberly Moran, who is already confirmed to have committed forgery, sees any jail time and how this Notary at a law firm got such a high priced criminal attorney ?

Take a look at the details of this Florida Estate Fraud, Forgery, Real Estate Fraud, Child Endangerment, Fraud on the Courts and Possible Murder Case is playing out.

Kimberly Moran, Florida Notary Public involved in Fraud, Forgery, Estate Fraud ..
Motion to Freeze Assets in Shirley Bernstein Estate

<https://docs.google.com/file/d/0Bzn2NurXrSkia3dyOGs4MnowODg/edit>



ARREST has been made in the Estate of Shirley for FRAUDULENT NOTARIZATIONS and admitted FORGERIES of five documents in our names and one our father's name, which was FORGED POST MORTEM for him by Donald and Roberts Legal Assistant and Notary Public, Kimberly Moran.

<http://tedbernsteinreport.blogspot.com/2013/12/response-to-ted-and-donald-letters-re.html>

Kimberly Moran State of Florida Notary Suspension

http://www.flgov.com/wp-content/uploads/orders/2013/13_291_moran.pdf

Court Petition Naming Kimberly Moran, Florida Notary Public <http://www.docstoc.com/docs/160162877/Ted-Bernstein-Petition>

RESPONSE TO TED and DONALD LETTERS RE EMERGENCY DISTRIBUTIONS FOR THREE MINOR CHILDREN AND MORE

<http://tedbernsteinreport.blogspot.com/2013/12/response-to-ted-and-donald-letters-re.html>

Additional Respondents Added

<https://docs.google.com/file/d/0Bzn2NurXrSkicnFEdTI5Zktlc00/edit>

More information on this Estate Fraud, Forgery, Fraud on the Courts Case

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

<http://tedbernsteinreport.blogspot.com/2013/12/does-ted-bernstein-not-understand-truth.html>

Insurance Schemes and Fraud on the Court, Ted Bernstein

http://www.docstoc.com/docs/document-preview.aspx?doc_id=165105099&key=undefined&pass=undefined

"NOTICE OF MOTION TO RE-OPEN BASED ON FRAUD ON THE COURT"

"That Case No. 502012CA013933XXXX, Stansbury v. Ted Bernstein et al. is a lawsuit with a claim against the estate, where RICO Defendant Greenberg Traurig acts as counsel to Plaintiff's brother Theodore. However, after Plaintiff points out to his brother and Spallina that Greenberg Traurig is conflicted with assets of the estates, including but not limited to the approximate 30% interests held in the Iviewit Companies, the Iviewit Intellectual Properties and this RICO lawsuit, Greenberg Traurig suddenly withdraws as counsel in the matter, months after the lawsuit was instituted"

Source and Full Document

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20tion%20to%20Rehear%20and%20Reopen%20Obstruction%20of%20Justice165555%20WITH%20EXHIBITS.pdf>

Hearing Transcript where Judge Martin H. Colin clearly knows of fraud on the courts, and has yet to actually follow through with the threatened reading of the Miranda rights.

<https://docs.google.com/file/d/0Bzn2NurXrSkia3NzaDd1NG45aUk/edit>

Lawsuit filed against Ted Bernstein

<https://docs.google.com/file/d/0Bzn2NurXrSkiWnBNVUtJUEFJRms/edit>

<http://tedbernsteinreport.blogspot.com/2013/08/ted-bernstein-life-insurance-concepts.html>

Source of Robert Spallina and Donald Tescher, Tescher and Spallina Law Firm, Ted Bernstein of Life Insurance Concepts, Greg Geffen Attorney Signature Title, Florida Notary Kimbe Moran and Judge Martin H. Colin post.

<http://ireport.cnn.com/docs/DOC-1072355>



Check out the Documents in this Florida Estate Case. The overseeing judge is Judge Martin H. Colin who "almost" read the attorneys their Miranda Rights. We have forgery, fraud, dead people signing documents, possible murder, sibling rivalry and all the makings of a Law and Order mini series. Read these documents, and decide for yourself who is committing fraud, who is lying, who is telling the truth, who is abiding the law and take a deep look as to whether you want to buy insurance from Ted Bernstein of Life Insurance Concepts, or your Estate "Handled" by what sure looks to me to be crooks who will do as they please after you die, regardless of your wishes.



Donald Tescher in the Middle

More Robert Spallina and Donald Tescher, Tescher and Spallina Law Firm, Ted Bernstein of Life Insurance Concepts, Greg Geffen Attorney Signature Title, and Florida Notary Kimberly Moran seem to be involved in a massive Florida Insurance Scam and Estate Fraud Case, overseeing judge is Judge Martin H. Colin. research links

<http://tedbernsteinreport.blogspot.com/2013/12/response-to-ted-and-donald-letters-re.html>

Petition to Freeze Bernstein Assets

<https://drive.google.com/file/d/0Bzn2NurXrSkiTzBGbkdSTXl4MEU/edit?usp=sharing>

Motion to Remove Personal Representative

<https://drive.google.com/file/d/0Bzn2NurXrSkiNFdEOWo3ZnhHMEU/edit?usp=sharing>

Response to Florida Governor in Kimberly Moran Notary Fraud, Forgery Case

<https://drive.google.com/file/d/0Bzn2NurXrSkiOVFPROj0YllQUFU/edit?usp=sharing>

Forgery, Fraud on the Courts, Sanctions

<https://drive.google.com/file/d/0Bzn2NurXrSkiRDZGYjVlVnVoQm8/edit?usp=sharing>

Kimberly Moran Notary Fraud, Forgery Case. Kimberly Moran of Tescher and Spallina Law Firm response on Notary Fraud whereby she forged the signature of a deceased man to enrage her bosses Robert Spallina and Donald Tescher and DENY the true, moral and legal wishes of those whose Estate Robert Spallina and Donald Tescher were handling the affairs and as of.

<https://drive.google.com/file/d/0Bzn2NurXrSkiTmd6Q2VnRVpDdWM/edit?usp=sharing>

Notary Public Comparison of Signatures and Dates, Evidence in Kimberly Moran Notary of Tescher and Spallina Law Firm Fraud, Forgery Case

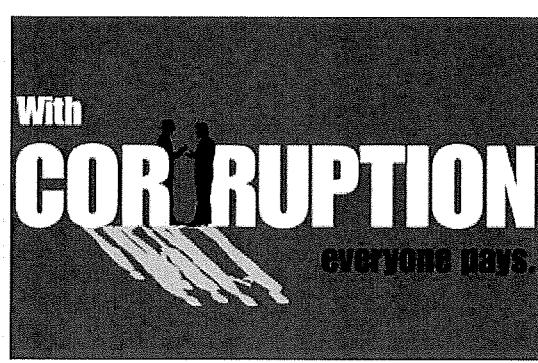
<https://drive.google.com/file/d/0Bzn2NurXrSkiU2FsT0hfVEhocWM/edit?usp=sharing>

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA, (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY & PROFESSIONALLY); Emergency Hearing Judge Martin Colin Court.

<https://drive.google.com/file/d/0Bzn2NurXrSki3ZTZWNEcNxaE0/edit?usp=sharing>

Jackson Response to Bernstein Trust Requests

<https://drive.google.com/file/d/0Bzn2NurXrSkiWlpdmNoQ21YcmM/edit?usp=sharing>



In March of 2012 Donald Tescher was awarded by the " MITZVAH SOCIETY" for allegedly being a "CARING ESTATE PLANNING PROFESSIONALS".

Yet it is clear from the court documents above, that Donald Tescher and TESCHER & SPALLINA, P.A will do as they please after you die, regardless of what your TRUE wishes are and regardless of how much you pay him, or to what lengths, efforts and legal means you go to prepare your ESTATE to be handled per your wishes.

And it sure seems that the JUDGES in Florida will assist Tescher and Spallina, even if they are involved in clear fraud, forgery and acting outside of the law and the wishes their clients estate plans.

Posted by Crystal L. Cox at 7:46 PM No comments:

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Friday, September 27, 2013

For More Information On Ted Bernstein Being Sued, and More Court Filings Against Ted Bernstein..

Check out the Ted Bernstein Report by Investigative Blogger Crystal L. Cox

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

Posted by Crystal L. Cox at 4:27 PM No comments:

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Tuesday, July 30, 2013

Sheri Goldman; Investigative Blogger Crystal Cox Alleges that Ted Bernstein, the man in the news video w the person financing Sheri Goldman to be a building where no other medical professionals were.

Investigative Blogger Crystal Cox Alleges that Ted Bernstein is behind the Botox scheme, used her services and KNEW full well that she was not a nurse. Investigative Blogger Cryst Cox Alleges that Ted Bernstein this is in connection with other insurance and high finance scams in which Ted Bernstein of Boca Raton Florida may be involved int.

"Boca woman arrested after police say she offered botox, told people she was a nurse

"BOCA RATON, Fla. - The Florida Department of Health's Investigative Services Unit- West Palm Beach, announced that their joint investigation with the City of Boca Raton Police Department and the Florida Department of Corrections has led to the arrest of Sheri Goldman for the unlicensed practice of a health care profession, which is a third degree felony punishable by up to five years in jail.

Goldman was also arrested for violation of probation based on a previous arrest for unlicensed activity in Palm Beach County.

The joint operation was conducted after the City of Boca Raton Police Department received an anonymous complaint that Sheri Goldman was offering Botox injections and claiming be a nurse.

Authorities say Goldman is not licensed to perform any health care profession within the state of Florida.

After a joint undercover operation with the listed agencies at Goldman's place of business, Beauty & Balance, she claimed to be an "OR nurse." In addition, a search of the website www.groupon.com revealed she was posing as a "surgical nurse" according to investigators.

DOH has several resources to combat unlicensed activity: Consumers are encouraged to use DOH's Web site www.flhealthsource.com where they can view the license information o their health care practitioner.

Source of Post and Full Article http://www.wptv.com/dpp/news/region_s_palm_beach_county/boca_raton/boca-woman-arrested-after-police-say-she-offered-botox-and-told-people-she-was-a-nurse#ixzz2aZYFu1t

Research More Regarding the Unethical, possibly ILLEGAL actions of Boca Raton Florida's Life Insurance Concepts owned by Ted Bernstein.

MOTION TO REMOVE PERSONAL REPRESENTATIVES

<https://docs.google.com/file/d/0Bzn2NurXrSkiT0tBZGhKemNzc1E/edit>

"NOTICE OF MOTION TO RE-OPEN BASED ON FRAUD ON THE COURT"

"That Case No. 502012CA013933XXXX, Stansbury v. Ted Bernstein et al. is a lawsuit with a claim against the estate, where RICO Defendant Greenberg Traurig acts as counsel to Plaintiff's brother Theodore. However, after Plaintiff points out to his brother and Spallina that Greenberg Traurig is conflicted with assets of the estates, including but not limited to the approximate 30% interests held in the Iviewit Companies, the Iviewit Intellectual Properties and this RICO lawsuit, Greenberg Traurig suddenly withdraws as counsel in the matter, months after the lawsuit was instituted"

Source and Full Document

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obsticon%20of%20Justice165555%20WITH%20EXHIBITS.pdf>

Posted by Crystal Cox at 4:08 PM No comments:

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7020 Lions Head Lane Boca Raton Florida - Buyer Do your Diligence

Written by Real Estate Whistleblower and Real Estate Consumer Advocate, Investigative Blogger Crystal Cox.

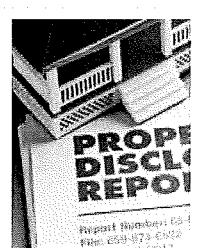
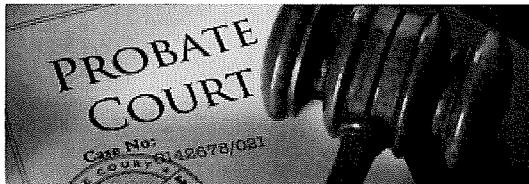
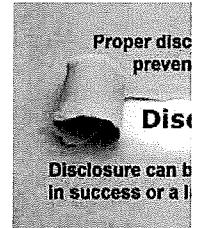
Monday, April 20, 2015

Disclose

Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company; Insurance Fraud, Forged Documents, Murder Allegations, No Policy and Millions Paid.

Note: All Cases on this property INVOLVE property located at 7020 Lions Head Lane Boca Raton, Florida, 2494 S Ocean Blvd, Apt C5, Boca Raton, FL 33432, and 880 Berkley St. Boca Raton. These properties are tied up in multi-millions in litigation and they don't want potential buyers to know. Do your homework folks. As a, what seems to be corrupt, lawless or just ignorant Florida Probate Judge is ordering that you, the REAL Estate Buyer NOT be told (DISCLOSED) as to what will inevitably affect your life.

The Ocean Blvd property was SOLD, I believe through a fraudulent residential loan. As it is clearly an investment property and the buyer does not even live in the country. I believe the buyer is friends with Ted Bernstein or associates, and is connected to the lender and others acting in Civil Conspiracy regarding buying this property with little money down, a low interest residential loan out of Illinois and then profiting tax free acting as if it's a primary resident instead of an investment property.



Meanwhile in Judge Colin's Court in Palm County Florida there is massive crimes and cover up and Judge Martin Colin seems to want to sweep it all under the rug and get it out of the Illinois courts where Justice may be served.

Judge Martin Colin seems to be involved in a Probate Attorney Protection racket, and the victims are children and other innocent citizens. Meanwhile years go by and properties are run down, stolen, sold. ... money disappears, jewelry gone, and so much admitted fraud and forgery AND Judge Martin Colin DOES nothing.

Ted Bernstein pays for an attorney with Estate money and seems to pay for his own life, while other heirs have no attorney, no rights and some are minors. Judge Martin Colin has clearly broken the law and violated constitutional rights and seems to believe he is so connected (probably to Labarga and others from his Prosecutor job) that he will never face prison or any kind of justice. I say he is wrong and that one day someone will bring Judge Martin Colin to Justice.

Here is the Illinois Docket
<http://ia601902.us.archive.org/6/items/gov.uscourts.ilnd.283534/gov.uscourts.ilnd.283534.docket.html>

Answer to Complaint
<http://ia601902.us.archive.org/6/items/gov.uscourts.ilnd.283534/gov.uscourts.ilnd.283534.17.0.pdf>

Heritage Union Life Insurance Company, Jackson National will pay YOU millions and all you have to do is say oh ya my dad had a police for 2 million and the pay with NO Policy, simply to get out of a litigation. WOW? oh and there is murder allegations and a Heavy Metal Toxin autopsy report. So I guess one can commit murder, then say hey Heritage Union Life Insurance Company, Jackson Life Insurance, I had a policy on that guy, now pay me 2 million and they say ok. Sounds LEGIT.

WOW ... Folks.. WTF comes to mind.

More on the Illinois case

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20131104%20Ted%20Pam%20Lisa%20Jill%20Answer%20to%20Complaint%20Jackson%20Heritage%20Northern%20District%20Illinois%20Simon%20v%20Heritage%20Jackson%20Insurance.pdf>

<http://www.iviewit.tv/20130506%20FINAL%20SIGNED%20Petition%20Freeze%20Estates%20Orginal%20LOW.pdf>

<http://tedbernsteinreport.blogspot.com/search?q=District+of+Illinois>

Why does Judge Martin Colin Protect Tescher and Spallina in CLEAR and Blatant Insurance Fraud, Forgery, and cover ups. And allow them ALL to keep creating victims? There is no policy? Yet millions was paid?? Why is Spallina not investigated by Heritage Life, Jackson National or the the LAW in any Way?



Attorney Robert Spallina, protected by Judge Martin Colin (in my opinion) tried to collect 2 million in life insurance. The alleged policy holder with NO POLICY, looks to have been murdered. So why is Jackson National Insurance Company NOT investigating this matter?

Here is the Letter Robert Spallina, Florida Probate attorney sent to try and collect the millions.

"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 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"

Heritage Claim Form, Spallina Alleged Fraud

<https://docs.google.com/file/d/0Bzn2NurXrSkia0RmS3lWaDF6SEU/edit>

District of Illinois Federal Case regarding insurance of deceased owner of 7020 Lions Head Lane

Folks do you want to put time, money, blood sweat and tears into making a family home, only to have it taken back by the true heirs once there real is clear and legal title in a way that a dead guy does not sign trust documents.

Buy at your own Risk. Below is a Link to more on the Illinois Case involving this Property (the Simon Bernstein Estate)

<http://tedbersteinreport.blogspot.com/2015/04/illinois-master.html>



Regency Title dba US Title of Florida and Old Republic National Title Insurance Company seems to be involved in Florida Real Estate probate fraud. As we see that the Shirley Bernstein estate condo was SOLD and they guaranteed a clear title through Greg Gefen Florida attorney who seems to have several title companies. Regency Title dba US Title of Florida and Old Republic National Title Insurance Company is liable for the millions in property that they allowed the wrong owner to sell.

<http://judgemartincolin.blogspot.ie/2015/04/gregory-s-gefen-john-poletto-judge.html>

Simon Bernstein Estate Case; Florida Probate Court; Judge Martin Colin; 7020 Lions Head Lane

Click Below for Linked Docket of Simon Bernstein Estate Case

<https://docs.google.com/file/d/0Bzn2NurXrSkis0NMblNaNUk2MXc/edit>

7020 Lions Head Lane Boca Raton; Judge Martin Colin has BANNED Real Estate Disclosure.

Judge Martin Colin has banned Eliot Bernstein from DISCLOSING to Real Estate Buyers, as a matter of law, that 7020 Lions Head Lane, Boca Raton Florida is involved in several multi-million dollar legal actions.

When the buyers find out in the future and sue, Eliot Bernstein or his children will be financially liable, he is abiding by the law and blocked by Judge

Martin Colin.

Click the Link Below for More

<http://tedbernsteinreport.blogspot.com/2015/04/florida-lis-pendens-7020-lions-head.html>

Shirley Bernstein Estate Probate Case connected to the Simon Bernstein Estate Case, both will affect what happens to 7020 Lions Head Lane. Don't Believe Me, do your DUE Diligence, Trust NO One. This is YOUR LIFE.

Click Below for More on the Shirley Bernstein Estate Case, Florida Probate Case in the Court of Judge Martin Colin (ya know the JUDGE who is order NON-Disclosure)

<http://tedbernsteinreport.blogspot.com/2015/04/shirley-bernstein-estate-case-master.html>

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Motion to Remove Ted Bernstein as PR

<https://docs.google.com/file/d/0Bzn2NurXrSkiNDFNWi1sTHBPVzA/edit>

<https://docs.google.com/file/d/0Bzn2NurXrSkiT0tBZGhKemNzc1E/edit>

Florida Probate Attorney Donald Tescher (Protected by Judge Martin Colin), Excerpt from deposition testimony.

<https://docs.google.com/file/d/0Bzn2NurXrSkiNDFNWi1sTHBPVzA/edit>

The LaSalle National Trust and C/O Robert Spallina Mystery

"Bates #JCK001262, is a letter regarding the filing of a claim dated October 09, 2012, sent from HERITAGE to SPALLINA with SPALLINA addressed as "LASALLE NATIONAL TRUST N.A. TRUSTEE C/O ROBERT SPALLINA, ATTORNEY AT LAW" address "4855 TECHNOLOGY WAY STE 720 BOCA RATON FL 33431" and the Letter starts "Dear Trustee." <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140112%20FINAL%20SIGNED%20PRINTED%20MOTION%20TO%20STRIKE%20AMENDED%20COMPLAINT%20ECFCOPY.pdf>

"LaSalle National Trust, N.A." seems to basically be a national holding company, via big title companies and banks and simply a way to convey property, assets, holdings and real estate. Thing is what instrument gave Spallina the right to be the Trustee in the Simon Bernstein estate in this regard?

What was Robert Spallina really up to, using this huge company name and having documents sent to him directly? Or wanting to collect on the Heritage Union Life Insurance Company / Jackson National Life Insurance Company Policy, or lack of policy?



Seems to me that "LaSalle National Trust, N.A.", the real one, has a major claim against Tescher and Spallina unless Robert Spallina was acting with their authority???

"SPALLINA acting as both the TRUSTEE of "LaSalle National Trust, N.A." and as Trustee of the Lost or Suppressed Trust, HERITAGE would have to legally pay him as either the Primary or the Contingent Beneficiary in his fraudulent Legal and Fiduciary roles. "

Page 13

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20140112%20FINAL%20SIGNED%20PRINTED%20MOTION%20TO%20STRIKE%20AMENDED%20COMPLAINT%20ECFCOPY.pdf>

To document search the above page, click on Control F, then type in Lasalle, to read all the places it is mentioned in the above document.

Eliot Bernstein Disclosure; Heritage Union Life Insurance; Jackson National Life Insurance
<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20131022%20Rule%2026%20Disclosure%20Eliot%20Jackson%20National%20Lawsuit.pdf>

Chicago Title Land Trust Company is successor trustee to the listed bank land trustees, as seen here,
<http://www.ctlandtrust.com/#!successorships-h-l/ctsk>

If Robert Spallina claimed to speak for LaSalle National Trust then is this connect to Chicago Title Company, and perhaps real estate shady dealings involving Greg Geffen in Florida? Hmm....

Chicago Title is a pretty big deal in Title Insurance. I have owned my own real estate company for 14 years, and well um.. how is Spallina trying to pull off that he is successor trustee or whatever mumbo jumbo he was trying to pull off?

Did Robert Spallina real say he was speaking for Lasalle? really? Employee fund, real estate, SEC, how in the world is Spallina speaking for Lasalle? call me Confused.

More Research

<http://tedbernsteinreport.blogspot.com/2014/02/why-is-heritage-union-life-insurance.html>

<http://tedbernsteininsurancescam.blogspot.com/2014/01/ted-bernstein-of-life-insurance.html>

<http://www.docstoc.com/docs/160196536/Ted-Bernstein-Life-Insurance-Concepts-Boca-Raton>

<http://tedbernsteinreport.blogspot.com/2014/02/wow-fraud-sure-seems-to-be-piling-up-is.html>

<http://tedbernsteinreport.blogspot.com/2014/01/robert-spallina-consent-and-joinder-to.html>

http://robertspallina.blogspot.com/2014/02/is-adam-simon-liar-liar-pants-on-fire_6.html

Sheriff Report, Spallina

<https://docs.google.com/file/d/0Bzn2NurXrSkiTThFWTg4S2plamM/edit>

Palm Beach County Sheriff Office Supplemental Report

<https://docs.google.com/file/d/0Bzn2NurXrSkiNHFZMmhJWjlzdk0/edit>

Heritage Claim Form, Spallina Fraud

<https://docs.google.com/file/d/0Bzn2NurXrSkia0RmS3lWaDF6SEU/edit>

Fraud on the Courts, Tescher Spallina and Ted Bernstein

<https://docs.google.com/file/d/0Bzn2NurXrSkiRDZGYjVlVnVoQm8/edit>

Judge Martin Collin DENIAL Of Emergency Petition to Freeze ASSETS; Now the assets are stolen,sold cheap or just gone.

Judge Martin Colin SHOULD have froze assets until there was clear title, he did NOT.

Here is the DENIAL TO Freeze assets

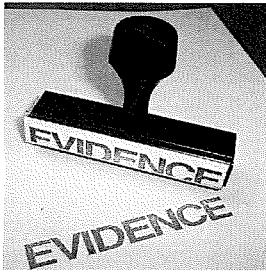
<https://docs.google.com/file/d/0Bzn2NurXrSkiN0RIUWEzM2RWNVU/edit>

One of those assets is 7020 Lions Head Lane Boca Raton

Judge Martin Colin never did Freeze assets and it's been near 2 years now. So the assets have illegally been sold off, stole, moved, damaged and ALL because Florida Probate Judge, Judge Martin Colin is protecting Elite Florida Probate attorneys.

Here is the Petition to Freeze Assets

<https://docs.google.com/file/d/0Bzn2NurXrSkiTzBGbkdSTX4MEU/edit>



2494 S Ocean Blvd, Apt C5, Boca Raton, FL 33432

More on Litigation involving the above property.

"SPALLINA STATED THAT TED BERNSTEIN IS THE TRUSTEE FOR SHIRLEY'S TRUST.

HE SAID THAT A CONDO THAT "WAS SOLD FOR \$1, 400, 000 AND THAT MONEY
WENT INTO THE TRUST."

And lot's more on the supplemental Sheriff's Report Below
<https://docs.google.com/file/d/0Bzn2NurXSkjNHFZMmhJWjlzdk0/edit>

Buyer: Wesley G. Voorheis
333 Bay Street #910
Toronto Ontario, M5h 2R2 Canada

Mortgage
<https://docs.google.com/file/d/0Bzn2NurXSkjQjlSmRoNXJBdHc/edit>

Closer: Steve Paraggua
Rolling Meadows Illinois

BMO Harris Bank N.A.
Rolling Meadows Illinois

Florida Single Family Fannie Mae / Freddie Mac instrument
Lenders Address is Scottsdale, Arizona

Ok so we have a mortgage broker, banker out of Illinois, a lender out of Arizona, a property in Florida and a buyer in Ontario Canada. And we have a single family residential loan?? REALLY ??

I, Real Estate Expert and advocate Crystal L. Cox say that there is mortgage fraud involved in the sale of the above property, as well as no clear titles, SOLD by someone who had no legal right to sell, has title insurance fraud, RESPA violations and much more.

It says second home, so maybe its legit. But hmm now it's a million more? I say that Broker John Poletto and Ted Bernstein are in on a million dollar scam with the lender and the buyer to dupe the real and true, legal heirs.

What if a buyer knew that they were buying a property from someone who did not have the legal right to sell, and they got a loan like this? Hmm.. all kinds of trouble I'd say.

I know Florida law is different, however, I have never seen a title agent sign on a loan document such as this. Did Title Agent, Florida Attorney Greg Gefen get kickback from this mortgage? On the title insurance? Did Ted Bernstein? Hmm..

Shirley Bernstein Estate Case, Florida Probate Case in the Court of Judge Martin Colin
<http://tedbernsteinreport.blogspot.com/2015/04/shirley-bernstein-estate-case-master.html>



[To research more on the Eliot Bernstein, iViewit RICO](#)

<https://www.facebook.com/iviewit/posts/133089426862083>

<http://federalricolawsuit.blogspot.com/2010/01/judiciary-committee-reviews-iviewit.html>

iViewit RICO Crime Chart
<http://iViewit.tv/CompanyDocs/RICO%20CRIME%20CHARTS.pdf>

<http://iViewit.tv/wordpress/>

<http://www.iViewit.tv/>

Full RICO Filing
<http://investigativeblogger.blogspot.com/2014/03/district-of-nevada-rico-and.html>

iViewit Supreme Court Case
<http://www.iViewit.tv/supreme%20court/index.htm>

iViewit SEC Complaint
<http://iViewit.tv/wordpress/?p=288>

iViewit Motion to ReHear

<http://www.iViewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20130512%20FINAL%20Motion%20to%20Rehear%20and%20Reopen%20Obstruction%20of%20Justice165555%20WITH%20EXHIBITS.pdf>

Posted by Crystal L. Cox at 11:19 AM No comments:

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Friday, April 17, 2015

Gregory S. Gefen, John Poletto, Judge Martin Colin, Ted Bernstein and more seem to be involved in massive real estate fraud, forgery and cover up.

" Real Estate Forensics Report / Fraud Analysis: Shirley Bernstein Condo Sale

Real Estate Warranty Deed Transaction Date: April 18th 2013
Prepared by: Gregory S. Gefen, PA
File Number U13-412

Recorded: 05/06/2013
Palm Beach County, Florida
AMT 1,600,000
Doc Stamp 11,200
Pages 1029 - 1031;

The Following report is my Professional Opinion and advice based on 13 years as a Real Estate Broker Owner, and Currently owning a Real Estate Consulting and Real Estate Forensics Firm. This report is written upon the knowledge and information of Crystal L. Cox, Broker.

Notes on Trustee Affidavit

Regarding Warranty Deed prepared by Gregory S. Gefen, PA, File Number: U13-412

This recorded document now seems to be the only recorded documents regarding Ted Bernstein having Seller or Grantor rights in this matter. Before this closing, there appears to be no legal record, as a matter of law in which proves Ted Bernstein of having legal rights to sell subject property.

It appears to me that this real estate transaction is fraudulent, and that All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company have a liability to the buyer in this transaction and to the true and correct heirs of the Shirley Bernstein Estate.

I would tell the Title Company to show you the legal documentation they have that gave them the legal right to allow Ted Bernstein to sell this Condo, to sign as the Seller, Grantor of said Property?

It is my understanding that the Shirley Bernstein Trust Agreement does not state that Ted Bernstein is the executor. Or at least I see no proof provided in the closing documents in which the title company filed in the closing of this 1.6 Million dollar sale, that would give Ted Bernstein a legal right to be the "Grantor" of said property.

What documentation did the title company have that gave them the legal right to let Ted Bernstein sell this real estate? What documentation did the title company have that justified providing a title insurance policy on a 1.6 Million dollar real estate sale, that insured to the buyer, that Ted Bernstein was the legal Grantor / Seller in this sale?

Ted Bernstein swore that the trust had not been revoked or terminated And that the the vesting Deed was

recorded that provides the trustee with the full power of sale and that the subject transaction will not violate the trust. Yet there is no court documents, no judicial ruling that provides legal proof that Ted Bernstein is the person that gets to speak on behalf of the Shirley Bernstein estate.

There seems to have been no probate nor judicial order appointing Ted Bernstein as executor, successor of the Shirley Bernstein estate. So why would this title company guarantee title with no legal documents proving such and allow a \$1.6 million dollar real estate transaction and provide title policy on said property?

As a real estate broker, I would not let Ted Bernstein sign a listing on this property, as there is no documentation that he has Sellers rights and this would be a violation of law.

Ted Bernstein Had no legal right to act as Seller in this deed transfer. This title company provided title insurance in this matter and is liable to the Shirley Bernstein estate, as well as no liable to the buyer in this matter and the cost of this property being deed back to the rightful owner, as far as I see this case.

This seems to be a matter of property theft. All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company guaranteed clear title in this real estate transaction via title insurance policy, and I would demand to see the settlement statement and all related documents, especially any document that was used as legal proof that Ted Bernstein was the SELLER, legally in this transaction. I do not see such a legal document in the recorded documentations for the sale of the subject property.

Ted Bernstein, under penalty and perjury swore the document to be true. The fact is that is simply a "pinky swear", that is one man swearing that he owns a 1.6 million dollar property. There is no court document, no estate documents and no proof, of any kind that Ted Bernstein in fact has a legal right to convey title to this property, as far as I can see.

The Notary ONLY verified that it was indeed Ted Bernstein and that he showed proper ID, a Notary is not a lawyer, nor a court clerk. The title company needs to prove via a court recorded document that Ted Bernstein had a legal right to sell said property.

This is the reason to use a title company to close a **LEGAL** real estate transaction. The title company insures the title, researches recorded documents and PROVES who has rights to convey property.

Anyone can sign any document and swear that what the document says is true. The Notary swears that it is that person and not that the person is telling the truth, or has a legal document of FACT. Nor does the notary provide any kind of legal recorded proof that this person is entitled to swear to this information as a matter of law. A Notary simply verifies the identity of the person who signs the document.

All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company sold an insurance policy with this real estate transaction insuring that the title was clear to sell to said buyer, when in fact Ted Bernstein did not have a legal right to sell this property, as far as the documentation provide shows.

Ted Bernstein is NOT the true and correct, proper "Grantor" named in the warranty documents.

Ted Bernstein could have just as easily signed an affidavit swearing that he was the seller of the White House, and a Notary would have verified the document, only to the extent that it was indeed a man named Ted Bernstein, whom had the proper identification to prove his identity. And this has **NOTHING** to do with proof of title rights.

A signed affidavit from someone claiming rights to sell the White House, as in this example, would not give the person the legal right to do so, nor does it in the case of this real estate transaction.

This is a fraudulent real estate transaction, in my expert opinion. The question then becomes did the title company get kick back on this deal? Was the title company promised future deals with these powerful men Ted Bernstein and **George Wesley Thomas Voorheis?**

It is a title companies job, BEFORE issuing a title insurance policy, to make sure that the title is clear and is able to be Sold. Said property seems to be in major legal dispute and is part of an estate in litigation, of which Ted Bernstein is NOT the Trustee, as appointed by a court of law.

This title company took a man's word that he owned a 1.6 Million dollar property, and let said man sell this property, without legal ownership. Upon my knowledge and belief, this title company has massive liability over this issue.

**Notes on the Shirley Bernstein Trust Agreement pages provided in
the closing documents of said property.**

This document has no clear sign of being true and correct. As a real estate Broker, I would not take this as proof that Ted Bernstein had a right to be a SELLER aKa Grantor of this property.

This is simply a document that may or may not have been actually signed by Shirley Bernstein. The correct and lawful procedure in these matters, in my expert opinion is the subject property to have gone through probate, and have a court appointed executor or trustee of the estate.

The legal process is not simply for someone who wants to be an heir to swear they are and then a Title Company allows

this person to sell millions of dollars of real estate they CLEARLY have no proof of owning.

In order for me to prove title and allow a person to act as Seller, I would have to see the probate documents, and the court rulings that granted Ted Bernstein the power to be the executor or the estate, have legal rights to the deed, and execute the sale of the subject property.

There seems to be no court document that gives Ted Bernstein the LEGAL right to sell subject property, there is only a man saying he has the right and a title company issuing title insurance on a multi-million dollar property insuring the title on said property.

In my experience, professional title companies go to the courthouse records for proof of liens, judgements, deed rights, estate issues and they do NOT simply take a sworn statement from a man who swears he is the legal Seller and give this man the absolute rights to millions of dollars of property of which he clearly has no probate, court stamped, judicial documents to prove this is true.

Notes on the warranty deed dated the 18th day of April, 2013

This appears to be fraudulent as there is no court document in which appoints Ted Bernstein as Successor of the Shirley Bernstein Trust. There does not seem to be any LEGAL documents that prove that Ted Bernstein has rights to the subject property as Successor, Executor, Trustee, Seller or Grantor.

Here we see a **Ted Bernstein who himself claims to be a "Successor Trustee", acting as Grantor selling subject property to Grantee G. Wesley Voorheis, a Canadian Resident, and there seems to be something amiss in this transaction.**

There appears to be fraud in this transaction and I advise the true and correct heirs of the Shirley Bernstein estate to file legal action against All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company, against the Corporate Company and the individuals involved in the sale, who may have been involved in kickback schemes or other anti-trust and civil conspiracy violations in this real estate transaction.

From what I can determine, and in my expert opinion, **Ted Bernstein is not the legal "Grantor" and therefore has no legal right to convey title to said property.**

All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company have no legal right to have provide an insurance policy that guaranteed this title.

Just because there is a Notary and witnesses who signed the Warranty Deed, does not in any way legally prove that All Regency Title dba US Title of Florida had a LEGAL right to allow Ted Bernstein to act as Grantor or Seller of Subject Property.

I see no proof, whatsoever that Ted Bernstein is the rightful Grantor, and therefore this transaction appears to be fraudulent.

Just because there is a Notary and witnesses who signed the Warranty Deed, does not in any way legally give this title company right to provide title insurance through their title insurance provider Old Republic National Title Insurance Company, with corporate offices in Minneapolis, MN.

Again, a **Notary stamp is not a COURT STAMP, nor a Judicial Ruling.**

Regarding the "Certificate of Approval"

This document appears to be directly from the Condo Association. I have not read the bylaws of the Aragon Condominium Association, however, in my professional opinion, there may be some fraud between **Ted Bernstein and the Aragon Condominium Association president James McGee.**

The association in most cases can approve membership, and may be able to exclude certain people, however the association seems to be providing certification to further DUPE the title company, by claiming they have the power to **give Ted Bernstein approval to convey title for Wesley George T. Voorheis to acquire.**

Did the association have court documents that proved that Ted Bernstein had a right to convey title? If not then it is my opinion that the Aragon Condominium Association and that James McGee personally are also liable for what looks to be a real estate heist to me.

Regarding Non Identity Affidavit

This document is suspected to be a fraudulent tax document. As Ted Bernstein has no proof that he is the court appointed Trustee in this matter and has no legal right to certify that he owes no estate tax in this matter.

Ted Bernstein may be committing fraud against the U.S. government in possibly illegally conveying title to a property he has no legal right to and at the same time claiming **himself tax exempt for this millions of dollars in alleged inheritance.**

I recommend that the true and correct heirs notify the Florida and U.S. Tax Authorities on this issue. As there may be a

great deal of estate tax due on this matter, and Ted Bernstein has no legal proof that he can speak on behalf of the Shirley Bernstein estate.

Based on my experience it is a standard of practice in real estate regarding estate issues, for the property to go through probate, have a court appointed trustee and proceed through the courts and **NOT through a sworn affidavit by a dreamy eyed family member wishing to receive millions of tax free dollars.**

If any potential heir or for that matter any person off the street can sign a document to swear they have rights to property, with no recorded deed or court order, well then this is a serious matter that the Department of Justice and Attorney General need to look into, as this title company may have done this before and thereby created many victims in this scheme. It is not lawful to let anyone claiming they have title right to sell other people's property.

It is the PURPOSE of purchasing the Title Insurance Policy, which I assume the Shirley Bernstein Estate paid for, that this policy guarantees to the buyer that Ted Bernstein has the right to sell the property and that all liens, judgments, tax issues on said property have been taken care of and cleared by a court of law.

If not then the Title Insurance company and policy provided has a serious liability not only to the buyer but to the actually true and correct heirs of the Shirley Bernstein estate, whomever the courts deem that to legally be.

As a professional real estate service provider, be it a title company or a real estate brokerage, we are taught to make absolute SURE that a Seller has a legal right to sell a property. This is mostly done by a true and correct, court filed warranty deed in the name of the SELLER aKa Grantor, with the names of the people who will be signing a listing agreement with a real estate brokerage or closing documents with a local title company.

It is not standard of practice, ethical nor lawful to use the closing process and title insurance policy of a local title company in place of a legal, court documented estate and probate proceedings, as a matter of law.

In my experience Sellers aKa Grantors do not sell properties by swearing to an affidavit that they have a right to sell. This would make it so that anyone who wanted to be an heir, or anyone of the street for that matter, could simply go to a notary and sign a document swearing they have a right to sell, and without title in their name sell millions of dollars in property.

It is my professional opinion that this title company is liable to the true heirs of the Shirley Bernstein estate and possibly even interest, punitive damage, and criminal charges.

It is my experience that in an Estate settlement, the Estate is settled in full before property is Sold, another words there would be probate and estate process as a matter of law. And if Ted Bernstein has proper legal documentation then he would have a deed in his name, and from that deed he would then be the Grantor.

See In Barnhart v. Hovde, 490 So.2d 1271 (Fla. 5th DCA) for reference on this matter., review denied 510 So.2d 543 (Fla. 1986), Hovde was named trustee for the beneficiaries, who were her stepchildren. Hovde sold a trust asset (an apartment complex) without obtaining a court order to do so in violation of Fla. Stat. 737.403(2). Hovde had conflicting interests with the beneficiaries of the trust, and the sale of asset resulted in benefit to the trustee and a detriment to the beneficiaries. Id. The Trustee had interests which definitely conflicted with those of the other beneficiaries, which resulted in a benefit to the trustee and a detriment to the other beneficiaries, and the Court found that Hovde violated the terms of the trust and applicable state statutes. Id.

Again an affidavit is not a legal document proving title rights. **This affidavit is a man claiming under penalty and perjury that he has legal rights to be the Grantor of said property**, however this is not a legally binding document in which I, as a Real Estate Broker would accept as proof of entitlement to act as Seller or Grantor.

It is not a Power of Attorney, it is not a legally filed Warranty Deed in Ted Bernstein's name, nor is it a court order ruling that Ted Bernstein is the true and correct, LEGAL Seller, Owner, Grantor of said property.

This document appears to be a Ted Bernstein claiming that he has the rights to be the Seller, Grantor and is the Successor Trustee, Executor of the Shirley Bernstein estate and that with this claim he promises to **NOT hold All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company liable for any legal actions, legal fees in the future, or any other future liability.**

Ted Bernstein does not seem to be the LEGAL Seller / Grantor of said property and therefore cannot be in a legal agreement releasing All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company of liability regarding the matters of the Shirley Bernstein estate.

Conclusion

In my expert opinion, the title company in this case, All Regency Title dba US Title of Florida, has made a grave error in allowing Ted Bernstein to sell the subject property with the documents provided to them.

And it is my professional opinion that All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company, needs to file notice of insurance claim, fraud and massive liability in this matter as soon as possible.

As a Real Estate Broker owning my own firm, I would not let Ted Bernstein have listed this property for sale, nor would I have allowed any agent working for me to do so. As there is no court documented proof that Ted Bernstein has a legal right to sell said property and I would not put my liability insurance provider nor my company at that risk.

A title company has even a greater risk in guaranteeing title, and is therefore liable to the heirs of the Shirley Bernstein Trust.

No reputable real estate company SHOULD take this property as a listing, due to the inability to prove who has property authority and rights of Grantor / Seller.

It is my opinion that Ted Bernstein has used **All Regency Title dba US Title of Florida** to circumvent the legal process and thereby gaining title to Shirley Bernstein's property.

Ted Bernstein went straight for the paycheck, and skipped the step of gaining legal title to the property first. Therefore avoiding estate tax, capital gains, and the process of fighting the legal heirs of the Shirley Bernstein Trust in order to obtain money from the sale of the subject property.

It is my opinion that the true and proper legal heirs of the Shirley Bernstein estate should use all legal means necessary regarding All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company, in order to make this right.

Florida Laws: FL Statutes - Title XLII Estates and Trusts Section 736.0101 Short title. seem to have been violated in this transaction.

As a Real Estate Broker owner experienced in all manner of real estate for over 13 years, including estate, trust tax issues, and all related matters, I strongly advise the true legal heirs of the Shirley Bernstein estate to contact a Florida lawyer and sue All Regency Title dba US Title of Florida and Old Republic National Title Insurance Company of Minneapolis.

Corporate Headquarters:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401
(612) 371-1111

I, Crystal L. Cox am fully qualified to give this real estate opinion and forensics analysis. I am not a lawyer. I am a fully qualified real estate advisor and forensics expert. I am FULLY qualified to provide expert witness and expert opinion in the Shirley Bernstein estate on all related matters discussed herein, real estate matters.

Written By

Crystal L. Cox

Real Estate Broker Owner
Real Estate Forensics Expert
Expert Witness Real Estate
Real Estate Fraud Expert
Real Estate Consultant"

Source; April 18th 2013 Real Estate Forensics Report by Broker Crystal Cox; Original Report
https://docs.google.com/document/d/1hjawNP14ExpN0L8oZ33Pmpimgh3073da5_i0IVlQtw/edit

About the Title Company who closed this sale

Gregory S Gefen is president and managing member of **Signature Title Group, LLC** and personally oversees all closings.

Greg has been admitted to the Florida Bar since 1991 and is a member of the Real Property, Probate and Trust Section.

Greg has been a member and agent of several of South Florida's largest title underwriter, since founding his law firm, **Gregory S. Gefen, PA**, in 1995 www.gefenlaw.com.

He resides in Boca Raton

Posted by Crystal L. Cox at 10:05 AM No comments:

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Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss Florida Probate Case

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

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

Thursday, June 4, 2015

I Allege that this Web Stat is the Condo Buyer in the Shirley Bernstein Estate. I also allege that Ted Bernstein, Alan Rose, and other conspired with this buyer to get a rock bottom deal on this condo under illegal and unethical circumstance.

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

Visitor Analysis & System Spec

Referring URL:	(No referring link)
Host Name:	Browser: IE 11.0
IP Address:	Operating System: Win7
Location:	Resolution: 1366x768
Returning Visits:	Javascript: Enabled
Visit Length:	ISP: Bell Canada

Navigation Path

Date	Time	WebPage
26 May	05:41:05	(No referring link) tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html
31 May	07:37:36	(No referring link) tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html
4 Jun	05:39:42	(No referring link) tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html
4 Jun	05:40:53	(No referring link) tedbernsteinreport.blogspot.ca/2014/06/why-is-alan-rose-knowingly-willfully.html

Posted by Crystal L. Cox at 7:03 AM No comments:

 Recommend this on Google

Eye on Alan Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.. in West Palm Beach, Florida.

Alan Rose has a NEW CASE. Well Let's keep an eye on this one too; Transparency

"WEST PALM BEACH, Fla. (Legal Newline) - A prominent class action law firm is suing two firms with which it partnered on a class action lawsuit in Florida for allegedly failing to pay it a fee.

Cohen, Milstein, Sellers & Toll, PLLC filed the lawsuit in Palm Beach County Circuit Court on May 5 against Anderson + Wanca and Bock & Hatch LLC, claiming it is owed about \$280,000 in fees for joining in on the class action lawsuit. Bock & Hatch removed the case to U.S. District Court for the Southern District of Florida on May 26.

The suit claims Cohen Milstein agreed in March 2012 to serve as the local counsel for a class action suit in which the firms were involved in Florida. The two sides came to terms on a fee agreement and also agreed that Cohen would receive 20 percent of the attorneys' fees awarded in the class action suit, the complaint says.

Case: 1:13-cv-03643 Document #: 297-11 Filed: 11/09/17 Page 61 of 76 PageID #15181

In October, the court awarded about \$1.4 million in attorneys fees. Cohen Milstein claims Anderson has not paid the 20 percent contingency fee made in the fee agreement.

In March, Anderson acknowledged the fee agreement, but "demanded" Cohen Milstein reduce the fee, the lawsuit said.

In addition to the \$280,000, the plaintiff is also seeking lost profit damages, plus court costs for filing the suit.

The law firm is represented by Alan B. Rose of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.

U.S. District Court for the Southern District of Florida case 9:15-cv-80662"

Source

<http://www.washingtonexaminer.com/cohen-milstein-suing-fellow-class-action-firm-over-fees-from-fla-case/article/feed/2176218>

Also Check Out

of Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. in West Palm Beach, Fla.

<http://attorneyalanrose.blogspot.ie/>

Posted by Crystal L. Cox at 6:23 AM No comments:

[g+1](#) Recommend this on Google

Saturday, May 30, 2015

I am Reporting on the Simon Bernstein Estate CASE and will continue to do so. My reporting is NOT controlled by anyone but ME. Alan Rose continues to WHINE.

Alan Rose is acting suspicious, does he WANT Eliot to complain about Judge Coates? It sure looks like it. What is Alan Rose REALLY up to?

Why wine about this DRIBBLE now? There is a new judge, we shall see if the law is obeyed. Alan Rose seems to be pushing to disqualify Judge Coates, why is that?

I mean the Proskauer Rose thing is true, however if Judge Coates were to sign a Conflict of Interest Disclosure then maybe no issue, either way why in the world is Alan Rose so whiny about all this?

Sounds like Alan Rose should file a motion to disqualify himself instead of pushing Eliot Bernstein to do it.

Oh and I love that Florida Attorney Alan Rose is hanging on my every word INSTEAD of doing his JOB. Just obey the law and don't worry about the bloggers dude.

Either Coates will do a lawful, ethical, constitutional job or not?

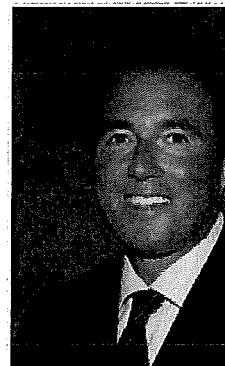
I have never seen Alan Rose show so much knowledge about iViewit, oh and so much love for me, It kind of makes me blush actually.

Judge Coates must be a Good Guy for Alan Rose to show such disingenuous concern over possibly conflicts. Things that make you say hmm...

Check out the eMails below. (Transparency and Accountability)



Ted Bernstein



Life Insurance Concepts

Blog Posts

[Is Google Really the Best Conduct a Fraud, ...](#)

[Welcome Back, How is t Investigation Goi...](#)

[Order for Discharge and Counsel Tesc...](#)

[Morgan Stanley Group N Tescher & Spall...](#)

[Judge Martin Colin seen the Right Thi...](#)

[Why is Ted Bernstein NC to this Story? ...](#)

[Motion to Halt Hat Trick Believe this is ...](#)

[Hmmm.. Friend or Foe?](#)



"From: Alan Rose
 Sent: Tuesday, May 26, 2015 11:52 AM
 To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
 Subject: Judge Coates

Mr. Eliot Bernstein:

The estate/trust cases have been assigned to Judge Coates. One order is attached but he has all of the cases.

You already have started with the internet nonsense as to Judge Coates:

(<http://tedbernsteinreport.blogspot.com>) as of mid-day Friday. Apparently, he worked at Proskauer, and we all know you labor under the belief that someone there stole trillions of dollars of intellectual property from you or your company.

If you object to his continued service, please advise the parties asap, so we can consider simply doing an agreed or joint motion/order requesting his recusal.

Please advise.

Alan B. Rose
 Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A."

From: Alan Rose
Sent: Wednesday, May 27, 2015 11:44 AM
To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
Cc: 'John P. Morrissey'; 'O'Connell, Brian M.'; 'Foglietta, Joy A'; 'Peter J. Feaman, Esq.'
Subject: RE: Judge Coates

Now that Brian has set a hearing before Judge Coates, Eliot needs to speak now if he contests the court's ability to hear this case. Silence equals acceptance and waiver of any objections in my view.

Eliot has filed at least two and probably more motions to disqualify Judge Colin, and already has started with nonsense about Judge Coates.

For the record, we have no objection to Judge Coates. But Eliot may and he needs to assert that objection or waive it. There is no point having a hearing and wasting time just to have Eliot complain that day about Judge Coates.

Also for the record, the "journalist" Eliot corresponds and communicates with, Crystal Cox, posted the following highlighted material:

Friday, May 22, 2015
 Was Howard Coates REALLY picked Randomly as a Judge in this Case? REALLY? Seriously? A former Proskauer Rose attorney?WOW
 Was with Proskauer Rose for 10 years and now on the iViewit SCANDAL in Florida?? Are you Kidding, WOW
 Well this should be interesting, hopefully lawful !!
 Bio
<http://15thcircuit.co.palm-beach.fl.us/web/judge-coates>
http://ballotpedia.org/Howard_K._Coates
<http://www.avvo.com/attorneys/33401-fl-howard-coates-1273629.html>
 News on ..
<http://www.palmbeachpost.com/news/news/crime-law/scott-picks-three-for-palm-beach-county-judgeships/njZNL/>

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

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

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

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

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

Judge Martin Colin has a
 protecting the...

I keep waiting for Judge
 punish, o...

Whatch hiding FROM Bo

Hey Flushing New York .
 Raymond or possib...

Objection to Motion to
 Personal Repres...

Objection to Motion to
 Personal Repres...

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

Why is Heritage Union L
 Company Filin...

"Criminal Action throug
 Simulated Legal Pr...

Letter to Judge Martin i
 Opposition to Ted...

What is Going on with J
 about not ...

Motion for Appointmen
 Administrator...

Ted Petition for Appoin
 Successor Personal...

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

Chicago Insurance and C
 Litigation Law Fi...

Morgan Stanley Group, 1
 and Tescher & ...

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

Full Docket Of Heritage
 Insurance Case ...

Heritage Lawsuit Illinois
 Response Regar...

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

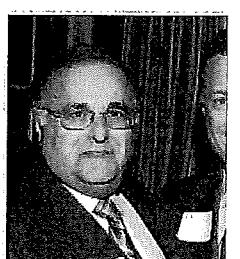
"The Document in Ques
 the Inheritance ...

Looks like the Tescher &
 Bernstein F...

Ted Bernstein, Tescher and Sp:

- Florida Estate Forgery, F
 DOCKET

Donald Tescher on Left



Ted Bernstein, Tescher and Sp: