

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

In Re:

Estate of Shirley Bernstein
Defendant/Counter-Plaintiff.

Notice of Hearing:

CASE NO. 50-2012-CP-004391-XXXX-NB?
CASE NO. 50-2011-CP-000653-XXXX-NB

In Re:

Trust of Shirley Bernstein
Estate of Shirley Bernstein?
Defendant/Counter-Plaintiff.

Notice of Hearing:

CASE NO. 50-2014-CP-003698-XXXX-NB

In Re:

Estate of Simon L Bernstein

Notice of Hearing:

CASE NO. 50-2012-CP-004391-XXXX-NB

In Re:

Estate of Shirley Bernstein

Notice of Hearing:

CASE NO. 50-2014-CP-003698-XXXX-NB

Beneficiaries' ANSWER to their LICENSED LAWYERS'

***Manifestly Misleading* CAPTIONS in their *Manifestly Misleading* Motions to Withdraw
Making Court's Notices of Hearing *Manifestly Misleading* for Misleading the Court to
Make Beneficiaries Keep Losing and Licensed Lawyers Keep Winning in All Cases in All
Courts in the Grand Scheme of *Torturing* as Confessed by SCOTUS Justice Scalia in 1997.**

Under penalties of perjury, Estate of Shirley ("Shirley Estate") and Estate of Simon ("Simon Estate", together, "Estates") by Beneficiary Eliot Bernstein ("EB") and Beneficiary Joshua Bernstein ("JB", together "Beneficiaries") are required by laws *correctly applied* to state on oath **only the truth, the whole truth and nothing but the truth as unbiased facts, nothing more, nothing less**, so help us God, to make the following *unbiased* statements.

1 Beneficiaries were legally notified that the Firm "shall call for hearing before Judge Rosemarie Scher, in Room 2728, North County Courthouse, 3188 PGA Blvd., Palm Beach Gardens, FL, on **October 25, 2018 at 8:30 a.m.**, or as soon thereafter...upon the following:

.1 "I [from the Firm] certify that I have made a **good faith attempt to resolve this matter prior to my noticing this motion for hearing, and the issues before the Court may be heard and resolved by the court within five (5) minutes [???**]" knowing that Miguel Armenteros Esq. (FBN 14929), miguel@pbyalaw.com, and Lilian Rodriguez-Baz, Esq. (FBN ?????), lrodriguez@pbyalaw.com, of the Firm, 283 Catalonia Avenue, Suite 200, Coral Gables, FL 33134, T: (305) 377-0086 / F: (305) 377-0781, **are** Attorneys for the Beneficiaries;

.2 The Firm's Motion to Withdraw as Counsel for the Bernsteins made by Paul D. Turner, Esq., and D. Porpoise Evans, Esq. requests that this Court enter an Order permitting their withdraw also from this case and from further representation of Beneficiaries on the following grounds:

- a Beneficiaries retained the Firm to represent both of them in this case under their **manifestly self-serving** Legal Representation Agreement ("LRA") dated 02.05.2018 (**E1-E4**)^a, knowing that Beneficiaries had no choice and thus signed it to retain the licensed Florida lawyers dba PERLMAN, BAJANDAS, YEVOLI & ALBRIGHT, P.L. (the "Firm").
- b Pursuant to Rule 4-1.16(b), Florida Rules of Professional Conduct, grounds exist for this Court to allow the Firm's withdraw from representing Beneficiaries **[subject to a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days from the date of the Court Order during which period the Firm shall maintain status quo while**

- a The **self-serving** Firm's Legal Representation Agreement, amongst others, states as follows:

“ ... Name of Client(s): Eliot & Joshua Bernstein ... Representation. We are pleased you [(“Clients”)] have engaged ... the ‘Firm’ ... to perform legal services on your behalf **[because all lawyers know the same one legal loophole of laws misapplied to win their cases making all those who are their own lawyers have fools for their clients to lose their cases and even bigger fools if they are themselves lawyers and they still lose for lack of laws correctly applied]**. You have engaged the Firm as counsel regarding ongoing concerns with your parents’ trusts and estates **[from which not even a dime has been distributed to EB]**. ... This Agreement is not a guaranty on the outcome...because of the uncertainty of legal proceedings, the interpretation and changes in the law, and other unknown factors, the Firm cannot predict the outcome of any case. For us to render our best advice and represent you in the manner most beneficial to you, we need your cooperation and candor **[to help insure that you also learn why not a dime has been distributed to you and that you will be distributed every dime that should have been, but was not, distributed to you plus punitive damages that will help insure your 100% rehabilitation following your 100% destitution still being endured by you, knowing that your destitution includes, but is not limited to, your being forced to become a *Pro se* lawyer to end enjoying your activities of daily life (“ADL”) to enjoy your life with your family the same as each and every scammer is still doing after scamming you since day one, begin to do all needed legal search and research to invent a legal way to convince the Courts to ban, and thus punish, the illicit use of the illicit loophole that *all* lawyers learn as taught in *all* law schools and all Courts and hope that Courts will make a V-Turn in the timeless legal system of torturing]** (**E1**). ... Non-payment of Fees and Costs. ... (b) We may suspend and/or terminate further legal services, in which event you will be liable to us for the payment of any fees earned and any costs incurred by us prior to that time **[to the extent they were earned and incurred to render our best advice in the manner most beneficial to you...with your cooperation and your candor as and when we need (**E1 above**)]** (**E2**). ... (d) Florida law provides the Firm with the right to impose a charging and/or retaining lien upon documents, money and other intangibles and materials coming into its possession to receive payment of its fees and expenses. (**E3**). ... Applicable law. This Agreement shall be governed by the internal law...of Florida **[correctly applied without the loophole to protect and reward the injureds instead of misapplied as the loophole to protect and reward the injurers like licensed lawyers, etc.]** (**E3**). Mistake. All risk of unilateral or mutual mistake in the performance of, compliance with, or construction of this Agreement is assigned to you **[the Clients]**. The notion of risk may not hereafter be raised as a defense to a claim of breach of this Agreement.” (**A4**).

Beneficiaries take 30 days after receipt of the duly audited accounting to learn why, as of date, *not even a dime has been distributed to EB from the Trusts and Estates*];

- c These matters **[manifestly]** constitute irreconcilable differences between the Firm and Beneficiaries and good cause for withdrawal **[subject to a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days during which period the Firm shall maintain status quo while Beneficiaries take 30 days to learn why *not even a dime has been distributed to EB* as stated above];**
- d Due to the irreconcilable differences which have arisen the Firm and Beneficiaries, the Firm will be unable to effectively and properly continue representing Beneficiaries in this case **[subject to a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days during which period the Firm shall maintain status quo while Beneficiaries take 30 days to learn why *not even a dime has been distributed to EB* as stated above];** and,
- e Wherefore, the Firm requests this Court enter an order granting their motion to withdraw as counsel for Beneficiaries, and awarding any such further relief this Court deems just and proper **[including, but limited to, a legally valid and enforceable Court Order that the Firm serve and file a duly audited 100% true, correct and accurate accounting of all Trusts and Estates within 30 days during which period the Firm shall maintain status quo while Beneficiaries take 30 days to learn *not even a dime has been distributed to EB* as stated above].**

A Opening Statements of *Unbiased Facts*

2 ***Manifestly***, the Firm will force the Court to issue its Order in a ***mere five minutes***.

3 Legal representation by Tescher & Spallina, P.A. (“TS”), recommended by Ted Bernstein (“TB”), helped both Simon and Shirley to execute *all* Wills and Trusts, etc. such that TB, TB and TS lawyers are *in 100% control thereof to the 100% exclusion of EB*.

4 ***As of today, after losing both parents over six years ago, not even a dime has been distributed to EB*** from either parent’s Estate **or to the Eliot Bernstein Family Trust (“EBFT”)** from either parent’s Trust.

Date	Simon/DOD 09.13.2012	Shirley/ DOD 12.08.2010	EB Family
07.25.2012	Will	Trust	-
05.20.2008	Will	Trust	Will
			Trust

B Opening Statements of *Unbiased Law*

5 **Everyone agrees. No one disagrees.** All lawyers know ***the same one legal loophole*** of laws ***misapplied*** to win their cases. They still sell their ***bait and switch adage*** that all those who

are their own lawyers have fools for their clients to lose their cases and *even bigger fools if they are themselves lawyers and yet they lose for lack of laws correctly applied.*

6 This *bait and switch adage* is included in *the grand scheme of torturing* that forced the Beneficiaries to serve and file *the same one unbiased Memorandum of Law* (“LKJMOL”) to help resurrect Justice with *absolute judicial immunity (A1) not only* in this case before this Court *but also in all other cases in all other Courts involving the same Beneficiaries* since day one:

“On Oct 31, 2013, a *newly invented everlasting legal lightbulb removes darkness from everyone’s life.*¹ Justice by laws *correctly applied* makes Outlaws,² hoaxers, scammers, rapists,³ etc. *restitute*⁴ their victims of Justicide by laws *misapplied*. It will begin to end due process of law in every Court, period, case closed. And you don’t even need to be a lawyer to use this light bulb, do you?”

7 As a result of the *everlasting legal lightbulb*, all jurists, juries, licensed lawyers, *pro se* lawyers, *lawmen and laymen forensic experts* and *all others ever involved in any litigation have to take judicial notice of the end for ever of the grand scheme of torturing* used by TS, TB, etc. who will still keep forcing *all Courts* to still insure that *not even a dime is ever distributed* to EB and/or EBFT and, *adding insults to injuries, no Estate and Trust accounting, duly audited* by a *truthful CPA*, is ever given to EB and/or EBFT. In doing so, *they also have to learn what is right that they never learnt* to help *all Courts* to take judicial notice of the following facts of life *before, during and after due process of law correctly applied* instead of *misapplied*:

- .1 That *no one even needs to be a lawyer to use this light bulb*, it’s the unbiased law of the land in every State including State of Florida *unless a contrary unbiased law is cited* by the Hon Court;
- .2 That *all Courts* have to begin to believe in reading both *factual sides* and also *fictional sides* of the same one story *as it factually thus not fictionally happened in real time* since both sides cannot be stating on oath **only the truth, the whole truth and nothing but the truth**, nothing more, nothing less, so help us God to *identify and separate the two sides since day one*: EB and JB on the *law compliant side of the law correctly applied* and the Firm, TS and TB etc. on the law *defiant side of the law missplied*; and
- .3 That *all Courts have to begin to believe in making* Justice by laws *correctly applied* make Outlaws, hoaxers, scammers, rapists, etc. *restitute* their victims of Justicide by laws *misapplied* with no ifs, ands or buts before, during or after due process of law to end due process of law.

8 Two *Manifestly Misleading* Notices of Hearing and Motions to Withdraw forced *still being stupefied* Beneficiaries to begin to use their *legally correct common sense* to confirm that *two different case numbers, different Captions*, etc. given to the same one case In Re: Estate of Shirley Bernstein, Defendant/Counter-Plaintiff, In Re: Estate of Shirley Bernstein, Defendant/Counter-Plaintiff, In Re: Estate of Simon L Bernstein, In Re: Estate of Shirley

Bernstein, etc. is 100% forensic evidence of the *bait and switch adage* still included in *the grand scheme of torturing but for which no Court would be stupefied to make the wrong parties win*.

9 As the Firm requested an Order granting their motion to withdraw as counsel for Beneficiary with **not only** no strings attached **but also** with such further relief this Court deems just and proper, so the Court is required by the dispositive case laws¹⁻⁴ to pass a *legally valid and enforceable* Order to *resurrect* Justice by laws *correctly applied* as follows:

- .1 All dispositive laws and case-laws¹⁻⁴ are always applied as legally valid and enforceable *unless reversed and corrected* by a local, state and/or federal law or case law included in the Order;
- .2 EIB is forced to be a *Pro Se* Lawyer but for which he has to be *tortured* by Florida lawyers who have the manifestly proven duly licensed *legal rights to play illicit* legal games, *force* Courts on Courts' own motion, if and when caught, to suspend *illicit* legal game-playing as *illicit* practice of law manifestly defiled into *illicit* practice of lie aka *malpractice* of law, and, if and when ordered, to close out *malpractice* of law but *still keep their illicit earnings* violating settled against benefiting from their own wrongs, that too, *stupefying their clients and Courts*;
- .3 *Only Licensed Lawyers* enjoy the legal right to play *illicit* legal games to serve and file *misleading* Notices of Hearing etc. **until caught and revealed doing so** as here and as also duly revealed by the 2-page Unanimous Order dated 07.16.2018 in Case No. SC16-2072 on one Florida lawyer (<https://tinyurl.com/y8co3zm4>) thus *making no news* with a *plethora of Court Orders* on 12 Florida lawyers thus *making news* (<https://tinyurl.com/y7azcub3>);
- .4 The Firm billed the Beneficiaries for over \$35,000.00 for self-proving *malpractice* of law since day one and obviously will file a *self-serving* lien to collect same from the Beneficiaries; and
- .5 Even if Hon Court **believes** *malpractice* of law to be constitutional, Mandatory Relief requires a legally valid and enforceable Order for an **immediate true, correct and complete forensic audit of their malpractice** of law *at their cost* for playing *illicit* legal games since day one, serve and file their *true, correct and complete forensic audit report confirming the financial losses caused by such malpractice* of law and make the self-proving torturers pay their self-proving torturees enough amounts to help their torturees **begin to live secured lives with no threats** to life, liberty or property *since day one* as **normal**, knowing that Beneficiaries cannot be torturees.

WHEREFORE may it please Hon Court to please take judicial notice of the foregoing facts of life and **use the everlasting legal lightbulb** to pass its legally valid and enforceable Order that is mandated by laws *correctly applied* granting Mandatory Relief to *resurrect* Justice to end *still ongoing* Justicide since day one, no ifs, ands or buts, period, case closed.

Dated: October 22, 2018

Respectfully Submitted by,

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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 and/or Court ECF; this 23rd day of October 2018.

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Original to Hon Court

Copies to all included in the Service Lists

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[2] Service List Case 50-2012-CP-004391-XXXX-NB – SIMON ESTATE (39)

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