

1. Appellant filed a notice of appeal in this matter with the Seventh Circuit Court of Appeals and subsequently filed his 15 page docketing statement on February 7, 2018 (DE 7).
2. Since the filing of his docketing statement, Appellant has requested and been granted six separate extensions of time to file his opening brief. The most recent extension was granted by the 7th Circuit on November 15, 2018 (DE #31).

3. The Orders granting extensions number four and five each said that they would be the final extensions to be granted by the Court absent extraordinary circumstances.

4. The most recent Order granting an extension states that “Absolutely no further extensions will be granted” and “Failure to file the opening brief and appendix by December 6, 2018, will result in the dismissal of the appeal for failure to prosecute.” *Id.*

5. Despite the 7th Circuit’s most recent Order, and because Appellee’s are all too familiar with Appellant’s past vexatious conduct, Appellee finds it necessary to inform the 7th Circuit on the record of Appellant’s prior conduct to delay proceedings, harass opposing parties, and waste the time and resources of the parties and the courts.

6. Appellee does so in anticipation of the likelihood that Appellant will file a seventh request for additional time in which to file his opening brief.

7. On or about November 13, 2018, Appellant filed his sixth motion for an extension of time to file his opening brief. Appellant’s sole reason in support of his motion was that he suffers from “life threatening high blood pressure”.

8. As stated above, the 7th Circuit granted his motion and extended his time to file his opening brief until December 6, 2018.

9. Appellee asks the court to reconsider its most recent Order granting a sixth extension of time to file, and alternatively, asks the court to take this motion under advisement as an objection to any further motion filed by Appellant for additional extensions of time to file his opening brief for the reasons stated herein.

10. First and foremost, Appellant has misrepresented his ability to file pleadings. Less than one month ago and during the time frame set forth for his last extension of time, Appellant filed a twenty-one page pleading, much of which is single spaced, in actions pending in the Fifteenth Circuit Court For Palm Beach County, Florida, which was styled as:

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.

(Such pleading was E-Filed by Appellant as Filing #7976830 in Palm Beach County on October 23, 2018 and is attached hereto and made a part hereof as **Exh. 1**)

11. Thus, Appellant has misrepresented to the 7th Circuit in his sixth request for an extension that between the time of the fifth extension and his request for the sixth extension his medical condition rendered him incapable of filing his opening brief.

12. Appellant's *modus operandi* as a vexatious litigant has been consistent over many years and in many legal actions in which he has participated as a litigant representing himself *pro se*.

13. Appellee has attached a lengthy summary of Appellant's vexatious behavior over time. This information contained in this summary was set forth in a pleading was filed by attorneys for Openheimer Trust Company, as a retired trustee of three irrevocable trusts created by Appellant's father Simon Bernstein in favor of Appellant's three minor children.

14. Just one of the points made by Oppenheimer in the foregoing pleading is summarized as follows: On August 14, 2012, in an action in the Southern District of New York, in denying a motion to reopen the case, the District Court Judge entered an Order where **the court found Eliot Bernstein's claims to be "frivolous, vexatious, overly voluminous, and an egregious abuse of judicial resources"**. In the same Order, Eliot Bernstein was also cautioned that any additional frivolous filings could subject him to sanctions under Fed. Rule of Civ. Pro. 11. *Eliot I. Bernstein v. State of New York, et. al. Case No. 1:07-cv-11196 (DE141), Order Denying Emergency Motion to Reopen Case (S.D. N.Y. August 14, 2012)*. Ignoring the court's admonition, on February 28, 2013, Eliot Bernstein filed a second motion to reopen the case. On May 13, 2013, Eliot Bernstein filed a **third motion to reopen** based upon a claim of fraud on the Court. On August 29, 2013, **the Court sanctioned Mr. Bernstein for repeatedly filing frivolous pleadings** by ordering him to pay \$3,500.00 in sanctions to the law firm, Proskauer Rose. (*Motion to Appoint Guardian Ad Litem for Minor Beneficiaries, filed in Palm Beach County, Case No. 502014CP002815XXXXSB (IY) in the matter of Oppenheimer Trust Co. of Delaware v. Eliot and Candice Bernstein in their capacity as parents and natural guardians of Joshua, Jake and Daniel Bernstein, minors, at p.10.*) The body of the foregoing motion is attached hereto as **Exh. 2**.

15. Appellee has also attached two court Orders entered by the Court of Appeals of the State of Florida, Fourth District. The first Order sets forth eleven prior Orders denying or dismissing pleadings filed by Eliot Bernstein. In the Order the court concludes:

“Appellant (Eliot Bernstein) is Ordered to show cause, within ten (10) days, why this court should not impose the sanction of no longer accepting his pro se filings. (cites omitted). (*In the Matter of Eliot Ivan Bernstein v. Ted Bernstein, as Trustee, et. al., Case No. 4D17-1932 (Order entered July 19, 2017, Justices Taylor, Damoorgian and Kuntz)*). A copy of the Order is attached hereto as **Exh. 3**.

16. The second Order which rules on the Rule to Show Cause issue states as follows:

ORDERED, that on July 19, 2017, this court ordered appellant to show cause why sanctions should not be imposed. Having considered appellant’s August 8 and August 18, 2017 partial responses and motions for extension of time to respond, we deny the request for extension of time in the August 18, 2017 motion (we granted a short extension requested in the August 8, 2017 motion) and determine that sanctions are appropriate. For the reasons set forth in the July 19, 2017 order to show cause, we now impose sanctions pursuant to (*cites omitted*). The Clerk of this Court is directed to ***no longer accept any paper filed by Eliot Ivan Bernstein unless the document has been reviewed and signed by a member in good standing of the Florida Bar who certifies that a good faith basis exists for each claims presented.*** (emphasis added) (*In the Matter of Eliot Ivan Bernstein v. Ted Bernstein, as Trustee, et. al., Case No. 4D17-1932 (Order entered August 23, 2017, Justices Taylor, Damoorgian and Kuntz)*). A copy of the Order is attached hereto as **Exh. 4**.

17. Both of the foregoing Orders recite summaries of Appellant's vexatious behavior. The second Order contains a sanction barring Appellant from filing any further pleadings in unless signed and certified by a member of the Florida Bar.

18. Appellees and the 7th Circuit have been extraordinarily patient with Appellant to date, as this is the first objection filed by Appellee and the 7th Circuit has granted all six of Appellant's prior requests for extensions of time to file his opening brief.

19. Despite the 7th Circuit's leniency in granting the previous five extensions, Appellant continued his pattern of filing frivolous and vexatious pleadings with the goal of delay, harassment and the waste of time and resources of appellees and the 7th Circuit.

20. Based on Appellant's history in this and other cases, Appellee anticipates that despite the unequivocal language contained in the 7th Circuit's most recent Order, Appellant will seek additional extensions. As a result Appellant can no longer tolerate Appellant's vexatious conduct in this matter which is so clearly designed to harass, delay and waste the resources of Appellees and the 7th Circuit.

For all of the foregoing reasons, Appellee, The Simon Bernstein Irrevocable Trust, respectfully requests that this Honorable Court reconsider its most recent Order granting a seventh extension of time for Appellant to file his opening brief, or alternatively for the 7th Circuit to take the information contained herein under advisement should Appellant file a motion for a seventh extension of time to file his opening brief.

RESPECTFULLY SUBMITTED,

/s/ Adam Simon
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EXHIBIT 1

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

In Re:

Notice of Hearing:

Estate of Shirley Bernstein
Defendant/Counter-Plaintiff.

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

In Re:

Notice of Hearing:

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

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

In Re:

Notice of Hearing:

Estate of Simon L Bernstein

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

In Re:

Notice of Hearing:

Estate of Shirley Bernstein

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:

1.1 "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	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. retribute⁴ 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. retribute 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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[3] Service List Case 50-2014-CP-003698-XXXX-NB – Shirley Trust (28)

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EXHIBITS
E1 - E4

Perlman, Bajandas, Yevoli & Albright, P.L.
Attorneys At Law

LEGAL REPRESENTATION AGREEMENT

Name of Client(s): Eliot & Joshua Bernstein

Representation. We are pleased you have engaged Perlman, Bajandas, Yevoli & Albright, P.L. (the "Firm") to perform legal services on your behalf. You have engaged the Firm as counsel regarding ongoing concerns with your parents' trusts and estates. We may also represent you in other matters you might assign to us, and that we affirmatively accept, from time to time, unless we agree in writing to alternative arrangements. This Agreement is not a guaranty on the outcome and 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 your candor.

Fee for Services. We will charge for our services on a hybrid basis as follows:

A. A reduced hourly rate based on the Firm's time records:

Partners	\$300
Associates	\$200
Paralegals	\$100

B. In addition to the hourly professionals' fees above, a contingency fee of 20% for any recovery.

Note: It is understood that neither Eliot nor Joshua currently have the liquidity to pay the hourly portion of the attorneys' invoices. As such, the attorneys are willing to take on this representation for the drafting of initial motions and attendance at the February 6, 2018 hearing contingent upon the expectation that either Eliot or Joshua or both have assets available to them in the estates and those amounts are readily accessible and otherwise available to one or both of them. If this is not the case, the parties hereto will reassess the viability of the attorneys' continued representation and a withdrawal might be likely. Also, absent accessible assets, the attorneys will not pursue either Eliot or Joshua for the hourly time through the subject hearing.

Co-counsel. You have agreed to retain Marc J. Soss, Esquire as co-counsel in this matter. Co-counsel agrees to be bound to the hourly payments terms set forth above. Any contingency fee earned in connection with this matter shall be split with Co-counsel per the agreement reached between the Firm with no further obligation from you.

Retainer. A \$0 refundable retainer is required and we will commence our representation upon receipt of this amount. This retainer will be credited against the final invoice of our fees and the costs incurred by the Firm. The Firm, in its sole discretion, has the right to require the retainer to be replenished or increased at any time.

Costs. In connection with our engagement, we anticipate that certain expenses may be incurred and advanced by us on your behalf. These expenses may include, but are not limited to, filing fees, attorney and/or expert travel expenses, delivery charges, teleconference call charges, expert witness fees for

  E1

services other than testimony or preparation of a court-ordered report, court reporter fees for non-evidentiary hearings, copying costs for documents that are not filed with the court or obtained in discovery, mediator fees, and electronic research charges and/or computerized database usage (e.g., Lexis®). These matters will be included on each invoice. We do not track and itemize charges for routine photocopying, mailing, telephone charges and the receipt and transmission of facsimiles; rather, we add a 4% charge, based upon the gross amount of our fee, to cover these charges. You agree to pay us for these various costs in addition to our fees for legal services.

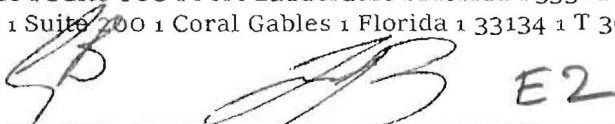
Identity of the Client. The Firm's clients are only the parties identified above. Unless expressly agreed, the Firm is not undertaking the representation of any related or affiliated person or entity, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, managers, agents, shareholders, members, partners, or employees. Those who act as guarantors for our fees but to whom this Agreement is not addressed are not the Firm's clients. The Firm does not represent or assume any duties to non-clients.

Representation of Other Clients. The rules of the Florida Bar Association do not permit our Firm to represent any client if that representation will be directly adverse to the interests of another client unless each client consents to such representation after consultation. If this Agreement is addressed to more than one party, then your execution of this letter will constitute the consent by each of you regarding the matter(s) described above under "Representation".

Payment of Costs. Bills will be rendered periodically for the time spent on your matter and for expenses incurred on your behalf. You agree to pay each bill within 15 days of receipt. If you have any disagreement about the amount of the bill, you must advise us in writing within 15 days of receipt; otherwise, you agree to the amount of the bill to the date of the billing statement.

Non-payment of Fees and Costs. Each client shall be jointly and severally liable to the Firm for fees and costs charged by the Firm. Unless we mutually reach another agreement regarding the payment of fees and costs, you understand that non-payment of any invoice, or part thereof, for fees and costs in a timely manner will constitute a default and several consequences will result. These consequences include:

- (a) We retain the right, in our sole and absolute discretion, to charge interest at the maximum legal rate.
- (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.
- (c) If we are ultimately required to sue to collect any unpaid fees or costs, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

Handwritten signatures and initials, including a large 'E2' to the right.

- (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.

Employment of Experts or Additional Professionals. In the event the Firm deems it necessary to employ additional experts or professionals with specialized skills (e.g., accounting, surveying, appraisals, environmental audits, etc.), then, after consultation and obtaining your consent, additional professionals may be employed by the Firm. The Firm will employ professionals in your name or, in the Firm's sole discretion, in the Firm's name on your behalf. In either event, you are responsible to pay the fees of such professionals in full upon the rendering of any statement. All fees and costs of additional professionals shall be subject to the terms and condition herein. Further, some work on your matter may be performed by one or more licensed attorneys under our direction, including contract and of counsel attorneys, we choose to work with as the need arises in our discretion. The time and fees for each such attorney will be compensated by us for work actually performed. You understand any such attorneys may be paid out of our funds and/or from fees paid by you to our Firm for legal services in connection with your representation, usually on a fixed hourly rate at no additional charge to you. Unless you agree otherwise, you will not be under any obligation to pay such attorneys for work on this matter other than by the terms of this Agreement, and you agree that the Firm may divide the fees paid by you under this Agreement with such other attorneys in any manner, percentage or otherwise.

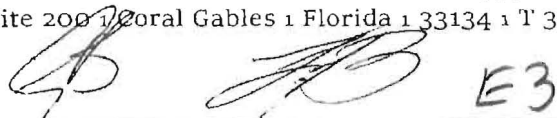
Records Retention. While representing you, it is likely that numerous records and documents (originals and copies) will come into the Firm's possession and numerous additional documents will be generated by us. You may examine any written materials in our files at any reasonable time prior to the termination of the Firm's representation, but you acknowledge our entire work product is owned by the Firm. Upon termination or our representation, we will retain our files for at least 2 years, after which any written material not returned to you may be destroyed by the Firm. Your execution of this Agreement constitutes your consent to this procedure.

Waiver and Integration. No partner or lawyer or employee of the Firm is authorized to bind the Firm to any oral change to this Agreement or to make any oral agreement inconsistent with it. Waivers by the Firm on one or some occasions shall not waive or affect the Firm's right to require future performance in strict accordance with the terms of the Firm's representation.

Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between the parties. This Agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no promises have been made to you other than those stated herein.

Notice and Cure. If the Firm fails to provide services as stipulated herein, breaches any material term of this Agreement, or otherwise fails to perform under this Agreement, Client shall deliver written notice thereof to the Firm and the Firm shall have thirty (30) days from receiving such notice to cure such failure. If the failure continues after such 30-day period, this Agreement shall be automatically terminated.

Applicable Law. This Agreement shall be governed by the internal law, and not the laws pertaining to choice or conflict of laws, of Florida. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and affect.

Handwritten signatures and initials, including a large 'E3' to the right.

Mistake. All risk of unilateral or mutual mistake in the performance of, compliance with, or construction of this Agreement is assigned to you. The notion of risk may not hereafter be raised as a defense to a claim of breach of this Agreement.

Jurisdiction and Venue. You (1) agree that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in any federal or state court in Broward County, Florida, (2) consent to the jurisdiction of these courts in any suit, action or proceeding, (3) waive any objection which such Client may have to the laying of venue of any such suit, action or proceeding in these courts, and (4) agree that service of any court paper may be effected on you by mail or in such other manner as provided under applicable laws or court rules in Florida.

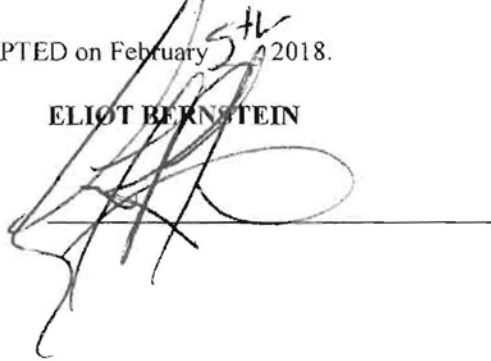
The above terms and conditions are agreeable to me. Perlman, Bajandas, Yevoli & Albright, P.L. and Marc J. Soss, Esquire are hereby retained on those terms and conditions described above.

REVIEWED, ACKNOWLEDGED AND ACCEPTED on February 5th 2018.

JOSHUA BERNSTEIN



ELIOT BERNSTEIN



LKJ MOL
BY
LKJESQ
A1

<p>"Good Law Day" began 10.31.2013. 07.04.2018</p>	<p>LAW OFFICES OF LALIT K JAIN ESQ Practice of Law in NY State, US Tax and District Courts, US Supreme Court, and <i>all</i> Courts in India. TM</p>	<p>Fon: 718-255-6576 Cell: 718-316-5921 Fax: 347-637-5498</p>
<p>"After re-examining the statute more closely and...as I reread it, many, many more times, my initial reading [and application] of it was incorrect... I have to change my verdict to not guilty [as constitutionally mandated]." The Oct 31, 2013 Self-Correcting NYS Queens County Criminal Court.</p>		

An Unbiased Memorandum of Law ("LKJMOL") is to help *Resurrect* Justice with Absolute Judicial Immunity. TM

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. retribute⁴ 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?

¹ "[p20] ...**Court:** ... I do find the defendant guilty...unless you [**Jain**] want to be heard... [p21] **MR JAIN:** Yes ... [p22]. **Court:**...Parties *step up real quick. (Whereupon a bench discussion was held)* ... **Court:** After re-examining the statute more closely...as I reread it, many, many more times, my initial reading of it was incorrect. [p23]. ...I *have to change* my verdict to not guilty...¶ **Court Officer:** You are free to go."

This newly invented everlasting legal lightbulb is in the NYS Queens County Criminal Court's *irreversibly immortalized* 25-page 10.31.2013 Transcript in Docket No. 2012QN040877 in the *People v Onuorah* case. It *lifted* the *politically-charged* Royal or Presidential **Baby Bastard** Curse or the BBC on everyone's purse to *make illicit-lying-fathers* denying illicit paternities, illicit sex, etc., *not their licit babies, the bastards* for good governments to *serve humans as humans* ending evil governments that *rule humans as worse than objects*.

² "...where a court has jurisdiction, it has a right to decide every question which occurs in the cause...But if it act [*above the law in torturing of laws without jurisdiction or authority to do so*], its [*void*] judgments and orders are regarded as nullities...all persons...executing [*them*] are considered in law as trespassers [*with no executive immunity*] ("**Outlaws**")]. *Elliott v Lessee of Piersol*, 1828, 26 US (1 Pet.) 328, 340-341.

"A *void* act ... may be attacked in any forum, state or federal, where its validity may be drawn in issue." *Pennoyer v Neff*, 1878, 95 US 714, 732-733, *World-Wide Volkswagen Corp. v. Woodson*, 444 US 286.

"When rule providing for relief from *void judgments* is applicable, relief is *not a discretionary* matter, but is *mandatory* [*to make 100% sense, use the newly invented everlasting legal light bulb, learn to do no evil to see, hear, and speak no evil, make torturers retribute* torturees, *pay punitive damages*, and *return all properties held in constructive and/or deemed trusts* ("**Mandatory Restitution**")]. *Orner v Shalala*, Colo. 1994, 30 F3d 1307.

³ "...if two policemen see a rape and watch it just for their own amusement, no violation of the Constitution [*in the darkness of the right-to-rape, live porn, etc. in the grand scheme of torturing*. State Created Danger from human rights to do wrongs is sold as State Confirmed Security with *no human duties to do right*.]... (*laughter*)."

May It Please the Court...Transcripts of...Landmark Cases before the SCOTUS ...1993, p39-60 at p46-47. This Nov 2, 1988 *torture by Hon CJ Rehnquist* at <http://tinyurl.com/pnu9lrj> from 39:00 to 41:00 minutes made the *DeShaney* case *one more evil landmark case* reported as 1989, 489 US 189. *With no time limit*, Justice shall end due process of law by reversing and correcting *this physical-abuse case same as all sexual abuse cases*.

"...But if you think that it is terribly important that the case came out wrong, *you miss the point* of the common law. In *the grand scheme of [torturing of laws]*, whether the right party won is really secondary..." 1997, *A Matter of Interpretation, Federal Courts and the Law*, p6, Justice Scalia, since "Government, even in its best state, is but *a necessary evil*; in its worst state, *an intolerable one*." Even *Thomas Paine* in *Common Sense*, 1776, *confessed perpetuating the common law tradition of truthless nation's laws, ethics, morals etc.*

"Tortura legume pessima...*The torture...of laws is the worst [kind of torture]...*" *Bl. Dict.*, 6th ed., p.1490. *Always grant* petitions to reverse and correct *erroneous factual findings* or the *misapplication of a properly stated [thus correct] rule of law* [using 100% sure proof of sex given by everyone's One Creator], SCOTUS Rule 10 since *everyone misusing marriage that is 0% evidence as 100% proof of paternity is a liar in law and fact*.

⁴ "No one shall be permitted to profit by his own fraud, or to take advantage of his own wrong, or to found any claim upon his own iniquity, or to acquire property by his own crime. These **maxims** are dictated by **public policy [and procedures]**, have their foundation in universal law [**correctly**] administered..., and have nowhere been superseded by statutes [*and/or case laws made by Courts*]." *Riggs v Palmer*, 1889, 115 NY 506, 511-512.

EXHIBIT 2

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

PROBATE DIVISION

CASE NO.: 502014CP002815XXXXSB (IY)

OPPENHEIMER TRUST COMPANY
OF DELAWARE, in its capacity as
Resigned Trustee of the Simon Bernstein
Irrevocable Trusts created for the benefit
of Joshua, Jake and Daniel Bernstein,

Petitioner,

vs.

ELIOT AND CANDICE BERNSTEIN,
in their capacity as parents and natural
guardians of JOSHUA, JAKE AND
DANIEL BERNSTEIN, minors,

Respondents.

MOTION TO APPOINT GUARDIAN AD LITEM FOR MINOR BENEFICIARIES

Petitioner, OPPENHEIMER TRUST COMPANY OF DELAWARE ("OTCD"), as the resigned trustee of three irrevocable trusts created by the late Simon Bernstein for the benefit of his minor grandchildren, Joshua, Jake and Daniel Bernstein, moves to appoint a guardian *ad litem* to represent the minors in this action. In support hereof, OTCD states: ¹

1. The Petition filed in this action concerns three small trusts (the "Grandchildren Trusts") with minor beneficiaries – Joshua, Jake and Daniel Bernstein (the "Minors"). The Minors are the only beneficiaries of the Grandchildren Trusts.

¹ OTCD filed this action solely in its capacity as the Resigned Trustee and does not, by the filing of this Motion or otherwise, voluntarily appear in this action or subject itself to the jurisdiction of this Court in any other capacity.

On July 27, 2012 (almost four years after the New York Action had been dismissed), Bernstein filed an “emergency” motion to reopen the case. *See Eliot I. Bernstein v. State of New York, et al*, Case No. 1:07-cv-11196 (DE 138), *Emergency Motion to Reopen Case* (S.D. N.Y. July 27, 2012). On August 14, 2012, that motion was denied, and *the court found Bernstein’s claims to be “frivolous, vexatious, overly voluminous, and an egregious abuse of judicial resources.”* *Eliot I. Bernstein v. State of New York, et al*, Case No. 1:07-cv-11196 (DE 141), *Order Denying Emergency Motion to Reopen Case* (S.D. N.Y. August 14, 2012). Bernstein was cautioned that any additional frivolous filings could subject him to sanctions under Federal Rule of Civil Procedure 11. *Id.*

Ignoring the court’s admonition, on February 28, 2013, Mr. Bernstein filed a *second motion* to reopen the case. *Eliot I. Bernstein v. State of New York, et al*, Case No. 1:07-cv-11196 (DE 142), *Second Motion to Reopen Case* (S.D. N.Y. February 28, 2013). On May 13, 2013, Mr. Bernstein filed a *third motion* to reopen based upon a claim of fraud on the Court. *Eliot I. Bernstein v. State of New York, et al*, Case No. 1:07-cv-11196 (DE 149), *Motion to Reopen Case* (S.D. N.Y. May 13, 2013). On May 15, 2013, the Court denied Bernstein’s second and third motions to reopen the case. *Eliot I. Bernstein v. State of New York, et al*, Case No. 1:07-cv-11196 (DE 151), *Order Denying Motions to Reopen Case* (S.D. N.Y. May 15, 2013).

On August 29, 2013, *the Court sanctioned Mr. Bernstein for repeatedly filing frivolous papers.* *Eliot I. Bernstein v. State of New York, et al*, Case No. 1:07-cv-11196 (DE 154), *Order on Motion for Sanctions* (S.D. N.Y. August 29, 2013). See Exhibit “F.” Specifically, the Court ordered that Mr. Bernstein pay \$3,500.00 to Proskauer Rose in monetary sanctions, and enjoined Mr. Bernstein as follows:

parties, and redundantly asserted unrelated (and enjoined) claims. His stated purpose is to recover money for himself, even at the expense of his children. *See § I, infra.*

By his prior litigation-related conduct and the content of his Counter-Complaint herein, Mr. Bernstein has shown that he is an inappropriate person to act as anyone else's litigation proxy, particularly his minor children.

III. CONCLUSION

The Court *must* appoint a guardian *ad litem* to represent the Minors in this action because the Bernsteins have (or may have) conflicts of interests with the Minors, because the Court cannot be reasonably satisfied that the Bernsteins will fully represent the Minors' interests apart from their own, and because Mr. Bernstein (and Mrs. Bernstein by her silent acquiescence) has demonstrated that he is not a responsible litigant such that he should be permitted to represent others in a litigation setting. For all of the foregoing reasons, Oppenheimer respectfully requests that the Court appoint a guardian *ad litem* for the Minors, strike the Counter-Complaint filed by the Bernsteins, enjoin the Bernsteins from further participation in these proceedings, and grant such other relief as is just and proper.

Respectfully submitted,

GrayRobinson, P.A.
Attorneys for Petitioner
225 N.E. Mizner Boulevard, Suite 500
Boca Raton, FL 33432
Telephone: (561) 368-3808

By: /s/ Steven A. Lessne
Steven A. Lessne, Esq.
Florida Bar No. 107514
steven.lessne@gray-robinson.com

EXHIBIT 3

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

July 19, 2017

CASE NO.: 4D17-1932

L.T. No.: 502014CP003698XXXXNB

ELIOT IVAN BERNSTEIN

v. TED BERNSTEIN, AS TRUSTEE, ET AL.

Appellant / Petitioner(s)

Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellee's June 26, 2017 motion to dismiss is granted. This appeal is dismissed. Further,

ORDERED that appellant has initiated numerous meritless and improper pro se proceedings in this court and has abused the court system. See, eg.: 15-3849 - petition denied; 16-0064 - petition denied; 16-0222 - affirmed; 16-1449, 16-1476, 16-1478 (consolidated) - dismissed for lack of prosecution; 16-2249 - dismissed for lack of standing; 16-3162 - dismissed for lack of jurisdiction; 16-4120 - dismissed for lack of jurisdiction; 17-1607 - dismissed; 17-1608 - dismissed for nonpayment of filing fee. Appellant is ORDERED to show cause, within ten (10) days, why this court should not impose the sanction of no longer accepting his pro se filings. See *Johnson v. Bank of New York Mellon Trust Co.*, 136 So. 3d 507, 508 (Fla. 2014); *Lomax v. Taylor*, 149 So. 3d 1135, 1137 (Fla. 2014); *Riethmiller v. Riethmiller*, 133 So. 3d 926 (Fla. 2013); *May v. Barthet*, 934 So. 2d 1184, 1186 (Fla. 2006).

TAYLOR, DAMOORGIAN and KUNTZ, JJ., concur.

Served:

cc: Lorin Louis Mrachek
Gary R. Shendell
Kenneth S. Pollock
Donald R. Tescher
Clerk Palm Beach

Brian M. O'Connell
Steven A. Lessne
Alan Benjamin Rose
Joielle A. Foglietta
Hon. Rosemarie Scher

Mark R. Manceri
John P. Morrissey
Peter Marshall Feaman
Eliot Ivan Bernstein

ka



LONN WEISSBLUM, Clerk
Fourth District Court of Appeal

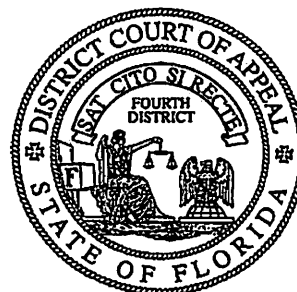


EXHIBIT 4

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

August 23, 2017

CASE NO.: 4D17-1932

L.T. No.: 502014CP003698XXXXNB

ELIOT IVAN BERNSTEIN

v. TED BERNSTEIN, AS TRUSTEE, ET AL.

Appellant / Petitioner(s)

Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that on July 19, 2017, this court ordered appellant to show cause why sanctions should not be imposed. Having considered appellant's August 8 and August 18, 2017 partial responses and motions for extension of time to respond, we deny the request for extension of time in the August 18, 2017 motion (we granted a short extension requested in the August 8, 2017 motion) and determine that sanctions are appropriate. For the reasons set forth in the July 19, 2017 order to show cause, we now impose sanctions pursuant to *Johnson v. Bank of New York Mellon Trust Co.*, 136 So. 3d 507, 508 (Fla. 2014); *Lomax v. Taylor*, 149 So. 3d 1135, 1137 (Fla. 2014); *Riethmiller v. Riethmiller*, 133 So. 3d 926 (Fla. 2013). The Clerk of this Court is directed to no longer accept any paper filed by Eliot Ivan Bernstein unless the document has been reviewed and signed by a member in good standing of the Florida Bar who certifies that a good faith basis exists for each claim presented.

Served:

cc: Lorin Louis Mrachek
Gary R. Shendell
John P. Morrissey
Alan Benjamin Rose
Joielle A. Foglietta
Ralph S. Janvey
Albert Gortz
Eliot Ivan Bernstein
Theodore Stuart Bernstein
James Dimon
Neil Wolfson
Cbiz Mhm, Llc
Brian Moynihan
Clerk Palm Beach

Brian M. O'Connell
Steven A. Lessne
Kenneth S. Pollock
Peter Marshall Feaman
Dennis McNamara
Joseph M. Leccese
Byrd "biff" F. Marshall, Jr.
Lisa Friedstein
Pamela Beth Simon
William McCabe
Stp Enterprises, Inc.
Heritage Union Life Ins.
Life Insurance Concepts

Mark R. Manceri
Charles D. Rubin
John Pankauski
Donald R. Tescher
Kimberly Moran
Hunt Worth
Robert Spallina
Jill Iantoni
Dennis G. Bedley
Gerald Lewin
Lindsay Baxley
David Lanciotti
T&s Registered Agents, Llc

ka

Simon Bernstein Irrevocable Insurance Trust

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that he caused copies of the Motion to Reconsider Order Entered on 11/15/18 granting Appellant a sixth extension of time to file his opening brief, or in the alternative taking this motion under advisement to be served *via* electronic means with the Northern District of Illinois or by U.S. Mail, pursuant to the Court's Electronic Case Filing (ECF) procedures and also served upon the following persons:

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