EXHIBIT 1 - SUPPLEMENT 1.530 FILED BY JOSH, JAKE, DANNY BERNSTEIN SAHM MORTGAGE

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY, FLORIDA

IN RE:

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

ESTATE OF SIMON L. BERNSTEIN

/

DECEASED.

OBJECTION TO MOTION TO APPROVE MEDIATION SETTLEMENT AGREEMENT WITH TESCHER & SPALLINA, P.A.

COMES NOW Joshua Bernstein, by and through his undersigned legal counsels, Paul D. Turner, Esq., Christopher Perré, Esq., the law firm of Perlman, Bajandas, Yevoli & Albright, P.L., ("PBY&A"), and Marc J. Soss, Esq. (collectively "Counsel"), hereby files this objection to the Motion to Approve Mediation Settlement Agreement (the "Mediation Agreement") and states as follows:

Background

1. On or about October 2, 2012, probate proceedings were commenced for the decedent.

2. At the time the proceedings were commenced, Joshua Bernstein ("Joshua"), one of the beneficiaries of the Estate and Trust of Simon L. Bernstein was a minor with a date of birth in August 1997.

3. On March 8, 2016, a Motion for Appointment of a Guardian Ad Litem ("GAL Motion") to represent the interests of the children of Eliot Bernstein was filed with this Court. At the time the GAL Motion was filed Joshua was over the age of eighteen (18) years and did not require a guardian-ad-litem to be appointed for him.

4. On April 8, 2016, this Court approved the GAL Motion and appointed Diana Lewis, Esquire ("Lewis"), as the guardian-ad-litem for Joshua.

5. On November 9, 2016, a Motion to Approve Compromise and Settlement, Appoint a Trustee for the Trusts created for D.B., Ja.B. & Jo.B and Determine Compensation for Guardian-Ad-Litem was filed with this Court.

6. On October 27, 2017, a Motion to Direct Payments for Benefit of Eliot's Children to Court Registry in lieu of Appointing Trustee; and to Determine Compensation for Guardian Ad Litem and Discharge Guardian was filed with this Court. The matter is scheduled for hearing

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on February 6, 2018.

Florida Guardian-Ad-Litem

7. Section 744.102(10) of the Florida Statutes defines the term "Guardian-Ad-Litem" as "a person who is appointed by the court having jurisdiction of the guardianship or a court in which a particular legal matter is pending to represent a ward in that proceeding."

8. Section 744.3025, Claims of Minors, of the Florida Statutes, further provides:

> (1)(a) The court may appoint a guardian ad litem to represent the minor's interest before approving a settlement of the minor's portion of the claim in a case in which a minor has a claim for personal injury, property damage, wrongful death, or other cause of action in which the gross settlement of the claim exceeds $15,000 if the court believes a guardian ad litem is necessary to protect the minor's interest.
> (b) Except as provided in paragraph (e), the court shall appoint a guardian ad litem to represent the minor's interest before approving a settlement of the minor's claim in a case in which the gross settlement involving a minor equals or exceeds $50,000.
> (c) The appointment of the guardian ad litem must be without the necessity of bond or notice.
> (d) The duty of the guardian ad litem is to protect the minor's interests as described in the Florida Probate Rules.
> (e) A court need not appoint a guardian ad litem for the minor if a guardian of the minor has previously been appointed and that guardian has no potential adverse interest to the minor.
> (2) Unless waived, the court shall award reasonable fees and costs to the guardian ad litem to be paid out of the gross proceeds of the settlement.
> (3) A settlement of a claim pursuant to this section is subject to the confidentiality provisions of this chapter.

9. A Guardian-Ad-Litem is appointed to represent the best interests of either an incapacitated individual or a minor in a legal proceeding.

Basis for Objection

10. At the time that Lewis was appointed to be the guardian ad litem for Joshua, he was neither a minor nor incapacitated. As a result, a guardian ad litem should not have been appointed for Joshua.

11. Between April 8, 2016, the date Lewis was appointed as guardian ad litem for Joshua and the date hereof, Lewis owed a fiduciary duty to Joshua. Notwithstanding said duty, Lewis has never communicated with him, discussed the legal proceedings or made him aware of the alleged settlement reached during the mediation. As of the date of the filing of this objection, Joshua is completely unaware of the terms of the proposed settlement and has never been provided a copy of the mediation settlement agreement.

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12. As a result, a guardian ad litem should not have been ever appointed for Joshua, had no authority to bind Joshua to any settlement agreements she may have allegedly entered into on his behalf, and any settlements negotiated and/or entered into on his behalf by Lewis should be deemed void.

Conclusion

WHEREFORE, Joshua Bernstein pray this Honorable Court for an order (i) denying the Motion to Approve Mediation Settlement Agreement and all supplemental matters related thereto; (ii) removing Diana Lewis, Esquire as the guardian-ad-litem for Joshua; and (iii) awarding such other and further relief as deemed just and equitable under the circumstances.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 5, 2018, a true and correct copy of the foregoing document is being served, pursuant to Rule 2.516(b), Fla. R. Jud. Admin., *via* Florida Courts e-Filing Portal to the names and e-mail addresses provided by all parties, counsel of record and *pro se* parties.

Dated: February 5, 2018.

Respectfully submitted,

/s/ Paul Turner

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