

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

PROBATE DIVISION: IZ

No.: 50-2023-GA-000245-XXXX-MB

IN RE: Guardianship of Patricia A. Sahm,

Ward,

**EMERGENCY NOTICE OF
RELATED CASE FILING**

**EMERGENCY NOTICE OF RELATED CASE FILING IN SUPPORT OF
FILED EMERGENCY MOTION FOR MANDATORY
DISQUALIFICATION**

COMES NOW Eliot Bernstein individually and as Manager of BFR, LLC having duly filed a Notice of Appearance as an Interested Person under law in this case who files this Notice of Related Case filing in Support of a First Emergency motion for Mandatory Disqualification of Judge Schossberg Feuer and shows this Court as follows:

1. I have filed as an Interested Person under law and filed an Affidavit in Support of a First Emergency motion for Mandatory Disqualification of Judge Schossberg Feuer.
2. I file this Notice of Related Case filing in Support and attach as follows:

A. Actually filed and stamped Complaint by Plaintiffs Bernstein Family Realty, LLC and Eliot Bernstein Plaintiffs under 42 USC Sec. 1983 also seeking Prospective Injunctive Relief against named Defendant State Judge Schossberg Feuer amended before filed at Case 1:26-cv-25309-XXXX Document 1 Entered on FLSD Docket 08/06/2026 Page 1 of 86 filed by my attorney Eric Cvelbar;

B. Actually filed Stamped Exhibit 1 in Support of the Complaint being a written letter by attorney Peter Feaman dated May 2016 to the West Palm Beach FBI on White Collar Crimes and Fraud relating to the Estates and Trusts of Shirley Bernstein together with exhibits with attorney Feaman now in the DOJ Civil Rights Division Exhibit filed Case 1:26-cv-25309-XXXX Document 1-2 Entered on FLSD Docket 08/06/2026 Page 1 of 155 filed by my attorney Eric Cvelbar.

Respectfully submitted,

Dated: August 6, 2026

/s/ **Eliot I. Bernstein**

Eliot Bernstein Individual and BFR LLC Manager

2753 NW 34th Street

Boca Raton, Fl 33434

iviewit@gmail.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that Judge Schossberg Feuer was Served under law at CAD-DivisionIA@pbcgov.org and all parties requiring service were served electronically via the Florida ECourt filing portal on this 6th day of August, 2026.

Dated: August 6, 2026 /s/ **Eliot I. Bernstein**

Eliot Bernstein Individual and BFR LLC Manager

2753 NW 34th Street

Boca Raton, Fl 33434

iviewit@gmail.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Bernstein Family Realty, LLC, AND ELIOT BERNSTEIN

Plaintiffs,

42 USC 1983 Complaint and Other Relief

V.

Prospective Injunctive Relief Requested

Jury Trial Demanded

Kathryn Lewis, Clara Crabtree Ciadella, Mitchell Kitroser, Judge Samantha Schossberg - Feuer in her official capacity for prospective relief only, Charles Revard as Guardian On behalf of Patricia Sahm individually and professionally, Joanna Sahm, Theodore “Ted” Bernstein both Professionally in any and all alleged fiduciary capacities and individually, Robert Sweetapple, Michael Weppner, Brandon Lawrence Weppner, Alan Rose, The 4th District Court of Appeals and specifically Judges Gross, May, Levine, Ciklin and 4th DCA Clerk Lonn Weissbaum, in their official capacities for prospective declaratory and injunctive relief, and

Defendants.

COMPLAINT FOR VIOLATION OF CIVIL RIGHTS UNDER 42 U.S.C. § 1983 AND DECLARATORY AND PROSPECTIVE INJUNCTIVE RELIEF

I. INTRODUCTION

1. This action arises under the Constitution and laws of the United States, including the Fourteenth Amendment and 42 U.S.C. § 1983 alleging an ongoing and continuing deprivation of procedural and substantive due

process against Eliot Bernstein in pursuing fundamental rights of life, liberty and specifically property rights, rights of inheritance, rights of contract and systemic retaliation against Eliot Bernstein for reporting fraud and misconduct .

2. This action is a complex case of due process denials and fraud on the Court across several state cases and US Bankruptcy cases and involves specific claims to threaten or silence witnesses and deny due process in relation to the Plaintiffs and their rights in real property at 2753 NW 34th Street, Boca Raton, Fl 33434 and related inheritance rights and due process in the State Courts.
3. The subject property was deeded to Plaintiff BFR in 2008 and Plaintiff Eliot Bernstein and his family have lived in the subject property for over 18 years.
4. The subject real property valued nearly \$1 Million in Boca according to common marketing sources in real estate was purchased as part of an Asset Protection plan by Simon Bernstein to specifically benefit Plaintiff Eliot Bernstein, his wife Candice and sons who were to have the property for life.
5. One specific witness who has been denied from being heard is a reputable high net worth Palm Beach County former Insurance professional William Stansbury who was Trustee and Trust Protector for Simon Bernstein who

introduced him to friends of over 10 years Walter and Patricia Sahm where Walter Sahm was also in the insurance business.

6. Despite issuing a sworn Affidavit in 2022 showing a Private Note to Walter Sahm by Simon Bernstein as part of Asset Protection for Eliot Bernstein should have been paid off at least by 2013 by dedicated Estate and Trust Funds of Simon and Shirley Bernstein and despise being physically present in Court in hearings before Judge Parnofiello, William Stansbury has never been heard as a witness and was specifically blocked in a later proceeding by Judge Parnofiello on improper grounds where Judge Parnofiello should have already mandatorily disqualified by December of 2025.
7. William Stansbury has also been a relevant witness in the related Guardianship case of Patricia A. Sahm, Sr where Stansbury has known the Sahms for over 18 years and was a good friend of Walter Sahm in the insurance industry until Walter's passing in January of 2021 yet Judge Schossberg Feuer has been systematically adverse to the truth seeking process, adverse to addressing fraud upon the Court allegations and has not held a single evidentiary hearing since taking over the Guardian case from Judge Burton who mandatorily Disqualified on or around January of 2024.
8. This action focuses on specific recent due process denials in the State Courts of the 15th Judicial Foreclosure Case No. 50-2018-CA-002317 which is an

open case also on Appeal in cases 4D2025-0996 and 4D2026-0167 and the related State Judge Schossberg Feuer in Guardian Case 50-2023-GA-000245-XXXX-MB

9. Patricia Sahm, Sr. is but one witness “silenced” by an illegal Guardianship that was initiated by Joanna Sahm within 4 days after Plaintiff Eliot Bernstein had exposed fraud in the US Bankruptcy Court by Defendant Joanna Sahm working with attorney Brad Shraiberg on April 13, 2023 under DE No. 20 in Case 23-12630-PDR then before US Bankruptcy Judge Russin.
10. These actions by Joanna Sahm came after a false and void Final Judgment of Foreclosure against the Plaintiffs was taken in her father Walter Sahm’s name as if alive in December of 2021 when Walter Sahm was known to have been deceased since January of 2021 yet the death was concealed from the Plaintiffs and no substitution of party was ever made for deceased Walter Sahm yet defendant attorney Sweetapple continued filing in Walter’s name as if alive including filing for Summary Judgment, Judgment and Notices of Sale and Publication of Sale in Walter’s name as if alive.
11. Upon information and belief, the Florida Supreme Court and all District Courts of Appeals and virtually all Courts in the nation including federal

courts have decision and rules “on the books” that Dead persons can not continue to litigate and are not before the Court when deceased.

12. Defendant Joanna Sahm despite being a moving party seeking Stay relief in that 2023 bankruptcy case “left the Zoom Hearing” before Judge Russin on April 13, 2023 before she could be called as a Witness on her own motion.
13. By this time in 2023, Plaintiff Eliot Bernstein and licensed attorneys Leslie Ferderigos and then Inger Garcia were not only exposing the fraud upon the Court in the State Court where Defendants knowingly took a false Final Judgment of Foreclosure in deceased Walter Sahm’s name but further exposed that Joanna Sahm, attorney Brad Shraiberg and Sweetapple were playing a “shell game” where in US Bankruptcy Court they were moving for relief on behalf of Walter Sahm’s Estate despite the Estate attorney stating the Estate had no claims to the Final Judgment but in the State Court still maintaining Final Judgment in favor of Walter Sahm as if still alive.
14. Plaintiff Eliot Bernstein expressly pointed this out on April 13, 2023 before US Bankruptcy Judge Russin and attorney Inger Garcia notified both US Bankruptcy Courts and State Courts of this fraud yet met hostility and deliberate indifference and deliberate disregarding of the fraud upon the Court.

15. On that same date of April 13, 2023 Joanna Sahm had admitted by phone to BFR Manager Kevin Hall she had already taken action to knock out her mother Pat Sahm, Sr.'s new lawyer Morgan Weinstein before Pat Sahm, Sr. could testify in the Bankruptcy Court as Pat Sahm, Sr. was not aware of the many actions by her daughter Joanna Sahm working with attorneys Sweetapple and Brad Shraiberg and Pat Sahm, Sr. had wanted the litigation over a Private Note on the subject real estate between herself and deceased husband Walter Sahm and with Simon Bernstein to benefit the Eliot Bernstein family as Asset Protection to be settled.

16. BFR Manager Kevin Hall is another witness strategically blocked from testifying by the Defendants who states that Pat Sahm, Sr. was oriented to time and space and her name and identity in every conversation with him, asked better questions about the foreclosure litigation than several of the Judges and lawyers, knew that Ted Bernstein was behind blocking a Settlement of the Sahm Note but did not understand why or the particulars but knew about Ted from her husband while alive, that Pat Sahm, Sr. specifically told him it seemed that “*the lawyers had taken over everything and were not letting the clients be clients*” where the Sahms and Simon and Shirley Bernstein had been friends in business and this friendship carried on to Eliot Bernstein with his wife Candice after Simon and Shirley passed

away and the friendship with Walter Sahm carried on with Eliot Bernstein for nearly 8 years before Walter passed where both Walter and Eliot were taking efforts to get dedicated Trust and Estate funds released to settle the Private Note as William Stansbury said should have happened in 2013.

17. By April 17, 2023 as the fraud was being exposed in federal Bankruptcy by Eliot Bernstein and Pat Sahm, Sr. was willing to come forward as a witness, Defendant Joanna Sahm initiated a Mental Health and Guardian case against her mother to silence her from coming forward despite the fact that for approximately the 8 months prior Joanna Sahm had left her mother living alone in Boca Raton while Joanna moved into beach property some 40 minutes away while her mother had been Driving for months, playing tennis with relatives and walking regularly for her health.

18. For purposes of damages and focus, this action centers around the systematic due process violations designed to wrongfully take the subject real property from the Plaintiffs when not only Trust and Estate funds were available to satisfy the business friendly private note with Walter and Pat Sahm, Sr. for \$110,000.00 plus interest specifically done as Asset protection to benefit Eliot Bernstein back in 2013 turning it into a multi year lawfare case against the Plaintiffs where wrongful interest and fees now have a false Final Judgment of over \$600,000.00 where Plaintiffs should have had the

real estate free and clear in 2013 for \$110,000.00 plus interest back in 2013 yet Defendants Alan Rose and Ted Bernstein have also been a systemic part of due process denials and breaches of fiduciary duties in the Trust and Estate Cases for years even specifically blocking Registry funds of Plaintiff Eliot Bernstein's sons to satisfy the Sahm Note even though other dedicated funds were supposed to pay off the Note as further alleged herein. .

19. For purposes of Rooker Feldman, all relevant State Court actions both Trial and Appeals are open and ongoing and not final.
20. Plaintiffs bring independent claims for deprivation of rights and do not seek the overturn of any State Court Judgment but do seek prospective injunctive relief against certain State actors.
21. This is an extraordinary case that has in the background facts including but not limited to a Special Agent of the FBI Stephen Luchessi out of West Palm Beach who went "missing" with the "Iviewit" Company files of Eliot Bernstein and remains missing nearly 20 years later despite Eliot Bernstein elevating matters to the highest levels of the Justice Department including then Inspector General Glenn Fine, an unsolved Car Bombing of Eliot Bernstein's family minivan in Boynton Beach that Defendant Theodore Bernstein refused to speak to the FBI about, actions by Eliot Bernstein reporting fraud against his companies to Harry Moatz then Director of the

Office of Enrollment and Discipline of the USPTO and working with that office to file “fraud against the United States” charges for the theft of the “backbone” Iviewit Technologies, signed NDAs with hundreds of fortune 100 Companies including companies like Lockheed Martin, the Intel Corp., Warner Brothers, Sony Digital, and includes other claims for Whistleblower protection by licensed attorneys like former Intern Prosecutor Inger Garcia and reports of other threats against livelihoods and licenses.

22. This case further involves documented “Missing Millions” of Estate and Trust assets and implicated many other “missing millions” where Plaintiffs have been systematically denied accountancy, discovery and due process blocking of witnesses and use of false and fraudulent documents officially deposited into official Court records.
23. Despite documented unaccounted for “missing millions” from the Trusts and Estates of Shirley and Simon Bernstein and witness affidavits of William Stansbury who has still never been heard in the foreclosure case nor the Guardian case where he personally knows Pat Sahm, Sr. for years and was friends with Walter Sahm over 10 years, Plaintiffs have faced bad faith wrongful foreclosure litigation for years and are imminently at risk of losing the subject property by systematic due process denials.

24. On May 4, 2016 licensed attorney Peter Feaman of Florida wrote a detailed letter about White Collar Crime and frauds in the Trust and Estate cases of Simon Bernstein with detailed exhibits sent to the FBI in West Palm Beach. See Exhibit 1.
25. The Letter to the FBI West Palm Beach office by attorney Peter Feaman details a series of White Collar Crime allegations and frauds in the Court by former attorney Robert Spallina and his client defendant Ted Bernstein with fraudulent documents filed in the Shirley Bernstein Trust case before then Judge Martin Colin where Spallina's office submitted Notarized documents to the Court of Judge Colin of Simon Bernstein as if alive when known to be deceased for a substantial time being done trying to close the Shirley Bernstein Trust case where there still has been no accounting. See Exhibit 1.
26. The Feaman letter to the FBI goes on to show how Robert Spallina admitted both to the Palm Beach Sheriff's Office and State Court to altering a Trust document of Shirley Bernstein to change beneficiaries yet when Eliot Bernstein was forced pro se and began raising the same fraud in the Trust and Estate cases and to the 4th District Court of Appeals he was improperly treated as the wrongful party, sanctioned and ultimately the 4th DCA removed his ability to file pro se on or around 2017 while the Courts continued to cover up fraud on the Court and due process.

27. This sanction by the 4th DCA specifically came after Eliot Bernstein had shown to that Court submissions to the FBI by Eliot and his sons where Defendant Alan Rose and Ted Bernstein had moved before State Court Judge Phillips to place an illegal Guardianship (Guardian Ad Litem) against his adult son Joshua Bernstein who was over the age of 18 years at the time, never given due process opportunity to be heard and never given an evidentiary hearing resulting in Joshua Bernstein also being silenced for several years by Guardian Diana Lewis who never communicated with Joshua Bernstein yet entered into secret undisclosed Settlements with Defendants Ted Bernstein and Alan Rose.
28. On or around the next year Feb. 5, 2018 licensed attorney Paul Turner acting for Eliot Bernstein's adult son Joshua Bernstein filed a detailed objection in the Estate of Simon Bernstein to defendants Alan Rose and Ted Bernstein trying to withhold a settlement Ted Bernstein was making with Robert Spallina and his partner Donald Tescher.
29. This came after Eliot Bernstein had exposed the fraud in the filings and the fraudulent change in the Shirley Bernstein Trust Document and despite Ted Bernstein being implicated by Judge Colin in the fraud using Deceased Simon Bernstein to close the Shirley Bernstein Estate and Ted Bernstein

bringing Spallina and Tescher into the parents lives in the first place where Ted Bernstein had interests on both sides of the case.

30. Attorney Paul Turner had detailed the legal standards for a Guardian of Joshua Bernstein had been violated and further showed the appointed Guardian Ad Litem Diana Lewis had never once communicated to Joshua Bernstein despite being a fiduciary and Joshua being an adult including about the Settlement Ted Bernstein was trying to make.
31. Similar to what has happened with other licensed attorneys trying to help Plaintiff Eliot Bernstein or his family, after Paul Turner's partner came out of a private meeting with Alan Rose at the Courthouse he instantly withdrew his objection and resigned from the case leaving Eliot Bernstein and his family with no knowledge of what happened.
32. This was yet another settlement the Eliot Bernstein family had been closed out of and never received any distribution.
33. Upon information and belief attorney Peter Feaman is now a DOJ Attorney in the Civil Rights Division.
34. Upon information and belief, before Robert Spallina was brought in by Ted Bernstein to take over the Trust and Estate plans of Simon and Shirley Bernstein on or around 2007, Robert Spallina had come from the SONY Corp which had prior signed NDAs with the technology company "Iviewit"

where Eliot Bernstein was Founder and Inventor and his father Simon Bernstein a seed investor and Board Member.

35. Despite these actions in reporting fraud and even White Collar Crimes alleged by attorney Peter Feaman to the West Palm Beach FBI, systemic and continued deprivations of due process, collusion, concealment of conflicts and retaliations have continued against Eliot Bernstein and his property interests in the State Courts of Palm Beach County and at the 4th DCA where direct frauds upon the Court have been covered up and buried and ignored by improper calculated actions.
36. Without taking any position on the parties, rulings or merits of the case, Plaintiffs note that the Southern District of Florida, Miami Division recently found on July 13, 2026 that even a sitting US President is not immune from findings of fraud upon the Court or manipulation of the judicial process in Case No. 1:26-cv-20609-KMW yet Plaintiffs have been subjected to repeated frauds and misconduct that implicate fundamental due process of the 5th and 14th Amendments and fair and impartial proceedings and this has occurred in both the State Courts of the 15th Judicial and 4th DCA and US Bankruptcy Courts of the Southern District of Florida.
37. Former Intern Prosecutor Inger Garcia who previously represented the Plaintiffs has stated on the record as an Officer of the Court in both federal

Bankruptcy Court and the State Courts the existence of the fraud that crosses several cases involving the Plaintiffs and specifically sought Federal Whistleblower protection to come forward in the US Bankruptcy Court in 2025 under Case No. 25-14028-CAP but occurred under US Bankruptcy Judge Peter Russin and was transferred to Hon Judge Craig Pugatch while the case remains on Appeal in the US District Court.

38. One of the due process issues raised in that Appeal is that Judge Russin immediately dismissed Plaintiff Eliot Bernstein's Chapter 13 Bankruptcy on the record literally and exactly as Eliot Bernstein mentioned a former Intern Prosecutor Whistleblower as shown by Transcripts and Official Audio from that case. That Bankruptcy case is currently on Appeal in the US District Court of South Florida in Fort Lauderdale.

39. Former Intern Prosecutor is still awaiting Federal Whistleblower Protection after being denied Protective relief by State Court Judge Parnofiello in the 15th Judicial while Plaintiff Eliot Bernstein invoked federal whistleblower protection with a Special Agent of the FBI in February 2016 after providing information to law enforcement for years and working with a Washington DC Contact with access to "Signal Intelligence" for over 10 years.

40. Both State Judges in the 15th Judicial Judge Parnofiello and Judge Schossberg Feuer have blocked attorney Former Intern Prosecutor Inger

Garcia from being heard on the fraud on the Court she knows about which has been systematically blocked and buried in the 4th District Court of Appeals as well.

41. Specifically, on or about May 5th or 6th of 2025 in a Guardian hearing before Judge Schossberg Feuer, attorney Inger Garcia attempted to raise the fraud upon the Court issues in that hearing to oppose the Kitroser Lewis defendants from rehiring attorney Brad Shraiberg to represent now Guardian Charles Revard for Pat Sahm, Sr. to oppose Eliot Bernstein in Bankruptcy yet Judge Schossberg Feuer literally “skipped by” the fraud allegations by Garcia and said that was for another day and ultimately approved Shraiberg to be rehired.
42. This occurred despite Pat Sahm, Sr. having issued signed, sworn notarized Affidavit with her own handwriting underlines and notation emphasis that she did not hire Shraiberg in a 2022 Bankruptcy, did not know him and made other statements where Pat Sahm, Sr. supported Eliot Bernstein and wished to work things out where Eliot had been working with her husband Walter Sahm as far back as 2013 as evidenced by handwritten letters and business record voicemails and recordings between Walter and Eliot where it was known that Defendant Ted Bernstein was behind the blocking of dedicated Estate and Trust funds to satisfy a business friendly Private Note between

Walter Sahm and Simon Bernstein and that Walter Sahm wanted Ted Bernstein pursued in the foreclosure and was working with Eliot.

43. Judge Schossberg Feuer to this day has not allowed any evidentiary hearings in the Pat Sahm, Sr. Guardianship case.

44. Judge Schossberg Feuer had taken over the case from Judge Burton who eventually mandatorily Disqualified shortly after BFR Manager Kevin Hall had shown to the Foreclosure Court then under Judge Nutt that there had been no fact finding hearing of Incapacity in the Mental Health Guardianship cases against Pat Sahm, Sr., no determination of alternatives to Guardianship where Mr. Hall knew one of the Examining Committee Members suggested an alternative and where Judge Burton had recently admitted on the Record he merely “rubberstamped” the Guardianship against Pat Sahm at the urging of the attorneys (Kitroser Defendants) and had urged Charles Revard to consider Plaintiff Eliot Bernstein and BFR offers to settle.

45. Judge Schossberg Feuer has been directly hostile and adverse to the truth and the fraud on the Court in favor of the Kitroser Lewis Defendants and denied an evidentiary hearing on Limited Standing to Kevin Hall on or around May of 2024 despite Mr. Hall having to ask the Judge 3 times to

bring Pat Sahm, Sr. into the non evidentiary Hearing since she had personally asked him to appear and help her.

46. Despite it being Pat Sahm, Sr.'s case and the Judge having obligations to protect her interests Judge Schossberg Feuer stated on the record she did not know why Pat Sahm, Sr was necessary to be at a hearing in her own case when no Fact Finding hearings had been held against her on Incapacity..

47. The Sahms and Shirley and Simon Bernstein had been friends and business friends and Simon had bought out Walter's business so Walt and Pat could retire in the Villages and this friendship had been carried on by Eliot Bernstein who was trying to protect Pat Sahm, Sr from a predatory Guardianship.

48. Despite not speaking to Mr. Hall in nearly 12 months and being called out of the blue by phone into a non-evidentiary standing hearing, Pat Sahm Sr remembered Mr. Hall and their conversations and was able to intelligently articulate her limited knowledge of Zoom technology and make other intelligent statements on the Record by Phone yet Defendant Lewis and Judge Schossberg Feuer cut her off and did not hold an evidentiary hearing taking away Kevin Hall's claim to limited standing and blocking him from the case.

49. This effort to remove Mr. Hall had come from the Kitroser Lewis defendants before Judge Burton as the initial Judge in the Guardianship Mental Health case and only came after Mr. Hall began to raise the fraud on the Court issues from foreclosure with Mr. Sweetapple after the Kitroser firm had previously sought Mr. Hall's consent by email to appoint Charles Revard even before the Kitroser firm had even filed a Notice of Appearance before Judge Burton.
50. The continuing due process, fair proceedings and manipulation of the proceedings and fraud on the Court issues were recently culminated in specific due process violation actions by Judge Schossberg Feuer in the Guardian case June 14 to June 16th, 2026 and actions by the 4th DCA specifically designed to facilitate the wrongful taking of the subject property from the Plaintiffs.
51. Plaintiffs have a specific appeal pending in case No. 4D2025-0996 by specific Rule allowing an Appeal of a Non Final Order where a timely motion for relief under Florida Rule 1.540 had been filed and denied which occurred when Judge Parnofiello struck the motion as a sanction on March 6, 2025 despite multiple witnesses like Stansbury, Pat Sahm, Sr, Kevin Hall, Candice Bernstein, relatives of Pat Sahm, Sr. and UPS and Notaries that could testify to her competency never being called or heard.

52. Specific due process issues were raised on that appeal including but not limited to the right to due process notice and opportunity to be heard before such a sanction is issued.
53. Where an Appellant is given a right to Appeal as in that case due process rights apply on Appeal.
54. The 1.540 motion struck by the Trial Court now upheld on Appeal by a Per Curiam Affirmance on July 2, 2026 designed to cover up the fraud on the Court by the 4th DCA specifically involved a motion to vacate the Final Judgment of Foreclosure as wrongfully taken by Defendant Robert Sweetapple and Joanna Sahm in the name of Walter Sahm who was deceased for over 10 months with his death being concealed by attorney Sweetapple after filing official documents in the official records of the 15th Judicial for Summary Judgment by Walter Sahm as if alive when known to be deceased for months.
55. Both the 4th DCA and the State Foreclosure and Guardian Trial Courts have systematically and repeated denied due process by intentionally disregarding the fraud in the Final Judgment by a Deceased party never substituted despite 100 years of Florida Supreme Court law that dead people can not litigate and attorney Robert Sweetapple's authority to act for Walter

Sahm terminated upon his death Jan. 5, 2021 10 months before taking Final Judgment in his name as if alive.

56. This systemic due process denial has occurred despite the recent Florida Supreme Court action issued just approximately 30 days before this Court's Per Curiam Affirmance issued July 2, 2026 when on June 4, 2026 the Florida Supreme Court Suspended - Disbarred 2 attorneys for almost nearly identical conduct alleged in this case by Mr. Sweetapple in concealing the death of Watler Sahm. See Florida Supreme Court SC2025-0448 and SC2025-0451.

57.. Both the State Referee Report and the US District Court for the Middle District of Florida made the following findings: "The court found that because the settlement was reached after Poschmann's death, respondent and Sarkin no longer had authority to act on Poschmann's behalf, thus the settlement was unauthorized, and that conduct constituted a fraud on the court."

58. Despite this recent Florida Supreme Court action continuing over 100 years of Florida law Judge Schossberg Feuer disregarded the fraud and blatantly violated the due process rights of Plaintiffs to be heard in relation to actions against the subject property on July 14, 2026 the day after the Southern District of Florida Miami Division issued an Order that not even a sitting

President is immune from manipulation of the Courts and fraud upon the Court.

59. This action by Judge Schossberg Feuer was specific in relation to the property and appears to be part of ex parte conduct with the Kitroser Lewis defendants where this Judge has continued to act in favor of this politically connected firm despite obligations and duties to the contrary.
60. Plaintiffs note that the adverse actions against Eliot Bernstein in Florida Courts began with an Involuntary Chapter 11 Bankruptcy against his “Iviewit” technology companies on or around 2002 where has was not even notified of the case as Founder and Board member and was eventually tipped off to the Involuntary Bankruptcy by a AOL/TW (Warner Brothers) party doing due diligence on the Patents as part of a \$25 Million deal that was in process.
61. It also began with a 2001-2002 "Billing Lawsuit" against his companies in the State Court 15th Judicial Jorge Labarga as Judge brought by the Wall Street international Proskauer Rose firm which was also involved in the theft of his Technology Patents.
62. Attorney Steven M. Selz of Selz & Muvdi Selz, P.A. of Pam Beach filed an amended Answer Counterclaim against Proskauer Rose and attempted to add indispensable parties but was first denied by Judge Jorge Labarga in the Trial

Court Case CA 01-04671 AB and then quickly denied on Appeal by motion in the first 4th DCA on 11-13-2002 in Case No. 4D2002-4084 Iviewit v Proskauer.

63. Licensed attorney Steven M. Selz had alleged damages for Eliot Bernstein's companies and backbone technologies based on projections of Real3D Inc CEO Gerald Stanley of \$10,000,000,000 (Billion) where Real3D Inc was under NDA with Eliot Bernstein's companies and was a consortium owned by Lockheed Martin, the Intel Corp, and Silicon Graphics Inc. yet this was dismissed by Jorge LaBarga and then the 4th DCA.
64. Ultimately Judge Jorge LaBarga took actions in that case to deny Plaintiff Eliot Bernstein's companies by simultaneously allowing the Selz firm to withdraw based on the firm Schriffirin and Barroway coming in then allowing the Schriffirin firm to withdraw as well leaving no lawyer for the companies that must be represented by a licensed attorney and can not be pro se.
65. Eliot Bernstein was given a short time 30 days or so to get new counsel and after calling approximately 40 or more law firms could not find counsel to come in against Proskauer Rose.

66. Upon information and belief, Judge Jorge LaBarga after handing the “Iviewit” case was quickly elevated politically to the 4th DCA where he sat only for a short time before being elevated to the Florida Supreme Court.
67. Working with FBI Special Agent Luchessi, Harry Moatz of the OED of the USPTO, a Hollywood attorney and 2 other attorneys Plaintiff Eliot Bernstein filed complaints with both the NY and Florida Bars against the attorneys involved in the patent thefts and eventually sued the Florida Bar and Florida Supreme Court and others cementing a decades long pattern of retaliation and due process denials.
68. The Boca Raton, Florida offices of the “Iviewit” companies of Eliot Bernstein eventually had persons with “briefcases of cash” coming in to the offices to bribe and buy off company technical staff and steal company equipment as the Technologies had been deemed "priceless" and the “Holy Grail of the Internet” valued in the hundreds of billions over the life of the Intellectual Property.
69. Systematic denials by the 4th DCA began on or around 2017 with use of Per Curiam Affirmances (PCAs) with no written opinions to adjudicate US Constitutional due process issues and fraud upon the Court and instead burying these issues and taking them away from Florida Supreme Court

review so the Constitutional due process and fraud issues never get determined.

70. It is further alleged that one of the attorneys shown by Eliot Bernstein to be involved with the Ted Bernstein fraud in the Trusts and Estates was attorney Brian O'Connell who was partner at the Ciklin firm featuring 4th DCA Judge Ciklin's brother as partner.

71. Despite claims of conflict Judge Ciklin continued to take adverse action against Eliot Bernstein at the 4th DCA even coming back in for adverse action after being out of the Eliot Bernstein cases. .

72. Yet, Plaintiff Eliot Bernstein by on or around 2007 began working with a Washington DC contact with access to Signal Intelligence he still shares information with after reporting to many law enforcement where the DC contact who was responsible for the following:

"Friday, August 24, 2007

Justice Department Widens "Patentgate" Probe Buried by Ethics Chief Thomas J. Cahill..CLICK HERE FOR FULL STORY

In a letter dated July 16, 2007, the U.S. Department of Justice, Office of Professional Responsibility, announced from its Washington, D.C. headquarters that it was expanding its investigation into a bizarrely stalled FBI investigation that involves an almost surreal story of the theft of nearly 30 U.S. Patents, and other intellectual property, worth billions of dollars. The probe reaches some of New York's most prominent politicians and judges, and has already proven to be a stunning embarrassment to the State's ethics watchdog committees. (To the right, see the July 16, 2007 letter "D.O.J. Widens Patentgate Probe")...

The Fox and the Hen House

It was only recently exposed in July that the underlying "Patentgate" inquiries were effectively buried, or derailed, under the leadership of Manhattan's top State ethics Chief Counsel, Thomas J. Cahill, Esq. Mr. Cahill's "retirement" was then quickly announced after his own ethical failings in the Patentgate matter, along with other ethics complaints that were made, became known.

While no one can exactly figure out how inquiries under Mr. Cahill's charge went so awry, one thing is certain. At the same time the Patentgate probes were being secreted by state officials in New York, the United States Patent and Trademark Office Patent bar increased their own investigation into the same matter implicating the same attorneys. (Note: Mr. Cahill's replacement was recently decided, and an announcement is expected as early as next week by the Appellate Division, First Department Presiding Justice, Jonathan Lippman.)

"Patentgate"

The defrauded company is called "Iviewit" – pronounced, "I-view-it." The company's internet site originally advertised their groundbreaking technology. Now, the opening page of the company website (www.iviewit.tv) displays unsettling photographs of the inventor's family vehicle after it was bombed.

"This is quite serious," says an investigator close to the federal probe. "The charges allege that valuable 'back-bone enabling digital imaging technology'-- MPEG type intellectual property-- was stolen by the inventor's own attorneys, the once-untouchable Manhattan based law firm Proskauer Rose. This is going to get very ugly," he says.

Members of the U.S. Senate and U.S. House Judiciary Committees have known about the Iviewit investigation since about September of 2006, and it is in our nation's capital where the matter quickly earned its moniker "Patentgate." And the story was also globally known in technical, Intellectual Property circles. But the big question remains: how did such an explosive story like Patentgate stay off every mainstream media's radar screen—especially in New York.

"I know how," says a retired federal agent who asked not to be identified. "Phone calls were made—many phone calls. Plain and simple." And while

this retired federal agent isn't surprised by the apparent "cover-up," he is alarmed by his own findings after a month-long independent review of all submitted Iviewit papers. "I can't find one discrepancy in the allegations, not one unsubstantiated charge," he says. "For one, you have the highest state courts in New York white-washing this thing with 'unpublished' rulings. And then you have state ethics committees contradicting themselves-- in writing, no less. It's a complete meltdown," he concludes. "The broken system appears to have finally fallen apart."

"Iviewit was been radio-active from day one," says one prosecutor who asked not to be named. "Considering who was involved, you know the phones were ringing off the hook, and with a simple directive: 'don't go near it' (an inquiry)." He believes, however that a serious shake-up is imminent. "The powers that be can't contain this story anymore—it's out, U.S. Senators and Congressman are talking about it. This involves national Commerce issues: attorneys stealing U.S. Patents from their own client, and the illegal failings of a state's ethics agency by its own cover-up, and selective, self-dealing, politically-based inaction. Patentgate appears to have exposed the true, and troubling, underbelly of ethics investigations in New York State. And its not pretty."

Attorney Krane's conflicts were exposed when officials from the Iviewit company contacted Katherine O'Hagan Wolfe, who contradicted Cahill's statements and Krane's written denial of his 1st Dept roles. Ms. O'Hagan Wolfe advised that she was, in fact, on a Committee at the 1st Dept with both Cahill and Krane, and that they even had a meeting that same night.

The various Cahill Proskauer issues bounced around under the public radar screen at the Court of Appeals in Albany and were ultimately transferred from the 1st Department to the 2nd Department in Brooklyn. This was done after 5 justices of the 1st Dept ruled unanimously to investigate Krane, Rubenstein and Joao for conflict of interest and the appearance of impropriety after their review of the 1st Department complaint.

The Cahill inquiry is apparently "still pending" under attorney Martin R. Gold who, insiders say, was directed to "sit on it... forever."

Earlier this year, FBI headquarters in Washington, D.C. assigned additional agents to the Public Integrity Corruption squad at 26 Federal Plaza in Manhattan, and where agents have been actively conducting interviews."
Friday, August 24, 2007

<https://exposecorruptcourts.blogspot.com/2007/08/justice-dept-widens-patentgate-probe.html>

II. JURISDICTION

73. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343 because this action arises under the Constitution and laws of the United States.

74. Plaintiffs seek relief under 42 U.S.C. § 1983 for alleged deprivation of rights secured by the Fourteenth Amendment.

75. Declaratory relief is sought pursuant to 28 U.S.C. §§ 2201 and 2202.

76. Venue is proper in the Southern District of Florida because the events giving rise to the claims occurred within this District and the relevant state proceedings were conducted in Palm Beach County, Florida.

77. Because of a long history herein Plaintiffs raise an issue as to whether this action should be assigned in West Palm Beach or even South Florida altogether as many of the actions complained of have also occurred in federal US Bankruptcy Courts of West Palm Beach and Fort Lauderdale where some of the Bankruptcy actions are on Appeal in the US District Court in Fort Lauderdale under Case No. 0:25-cv-61397-AHS and a prior Chapter 11 Involuntary Bankruptcy against Eliot Bernstein's technology companies in 2001 under Case No. 01-33407-BKC-SHF

III. THE PARTIES

78. Plaintiff Bernstein Family Realty, LLC (hereinafter BFR, LLC or BFR) is a Limited Liability Company under the laws of Florida formed by Simon Bernstein in 2008 for the express purpose of Asset Protection for his son, Plaintiff Eliot I. Bernstein, and to protect and benefit his son Eliot and his wife Candice Bernstein and three sons Joshua, Jacob and Daniel Bernstein after an undisclosed Chapter 11 Involuntary Bankruptcy against Eliot's companies and an unsolved Car Bombing of his family minivan in Boynton Beach and other threats.

79. Both Simon Bernstein and Eliot Bernstein were Board Members of the "Iviewit" Technology company founded by Eliot Bernstein yet neither had received notice that the similarly named related companies had been sued in a Chapter 11 Involuntary Bankruptcy in the Federal Bankruptcy Court in West Palm Beach in 2001 under Case Number 01-33407-BKC-SHF.

80. Eventually, Eliot and Simon Bernstein received notice of the Ch. 11 involuntary suit by a tipster from AOLTW (Warner Bros) who was doing due diligence when happening upon these legal actions that no one had disclosed in a Wachovia Private Placement offering through the law firm Proskauer Rose who had disseminated and was distributing the Private Placement to other unsuspecting investors, including the SBA.

81.Plaintiff BFR has a Registered address at the subject property address at
2753 NW 34th Street, Boca Raton, Fl 33434 in Palm Beach County.

82.Plaintiff Eliot Bernstein has rights of inheritance, rights to real property, life
estate interests to specific subject property for life and Homestead claims to
the real property at issue under adjudication at 2753 NW 34th Street, Boca
Raton, Fl 33434.

83.Plaintiff Eliot Bernstein is at all relevant times a Citizen of the United States
and resident of Florida and at all times guaranteed rights under the US
Constitution and Florida Constitution including the right to Due Process
under law and Equal Protection of the laws.

84.Plaintiff Eliot Bernstein has a temporary address at 10732 Sea Cliff Cir Boca
Raton FL 33498 and has posted property Notices that he maintains his
claims for Homestead to the property at issue at 2753 NW 34th Street, Boca
Raton, Fl 33434.

85.Plaintiff Eliot Bernstein is also a Registered Manager of BFR, LLC.

86.Defendant Kathryn Lewis is an attorney at Kitroser, Lewis and Mighdoll at
The Atrium Building, 631 US Highway1, Suite 406 North Palm Beach Fl
33408 involved with Defendant Robert Sweetapple in a Foreclosure case
against the Plaintiffs still ongoing and also in a Guardian case involving Pat
Sahm, Sr. and State appeal cases involving the subject real estate.

87. Defendant Clara Crabtree Ciadella is an attorney at Kitroser, Lewis and Mighdoll at The Atrium Building, 631 US Highway 1, Suite 406 North Palm Beach FL 33408 involved in a Guardian case of Patricia Sahm, Sr. before State Judge Samantha Schossberg Feuer. .

88. Defendant Mitchell Kitroser is an attorney at Kitroser, Lewis and Mighdoll at The Atrium Building, 631 US Highway 1, Suite 406 North Palm Beach FL 33408 involved with Defendant Robert Sweetapple and also in a Guardian case involving Patricia Sahm, Sr. and subject real estate transactions before Defendant State Judge Samantha Schossberg Feuer.

89. Defendant Charles Revard is a Guardian for Patricia Sahm, Sr. who was substituted into a Foreclosure action by Cynthia Miller of the Sweetapple firm allegedly as Guardian on behalf of Patricia Sahm on 11-29-23 by Order of Judge Nutt DE No. 222 with address % Kitroser Lewis & Mighdoll 631 US Highway 1, Suite 406 North Palm Beach, FL 33408 Phone: (561) 721-0600.

90. Defendant Revard had been appointed in Guardian case No. 50-2023GA000245XXXXMB by Judge Burton without any fact finding hearing to determine incapacity of Patricia Sahm in proceedings that Judge Burton would later claim were “rubberstamped” and where Judge Burton later was mandatorily Disqualified as Judge under Florida law.

91.Plaintiffs allege upon information and belief that Charles Revard was in effect and in fact substituting for Defendant Joanna Sahm who was controlling the foreclosure with attorney Sweetapple by alleged undisclosed and concealed Power of Attorney instruments still never disclosed to Plaintiffs.

92.Defendant Joanna Sahm is a daughter of Walter and Patricia Sahm with last known address at 1555 US-1 Suite 105, Vero Beach, FL 32960.

93.Defendant Joanna Sahm is alleged as the real party in interest in the foreclosure action operating by undisclosed and concealed powers of attorney who according to Plaintiff Eliot Bernstein official business records and communications from Walter Sahm who stated Joanna Sahm was supposed to pursue Theodore Bernstein as the primary wrongdoer in the real estate matter but instead never did and acted in concert with Ted Bernstein through Defendant Robert Sweetapple.

94.Defendant Theodore “Ted” Bernstein is an individual with last known addresses at 1 N Ocean Blvd #105 Boca Raton, FL 33432 and 950 Peninsula Corporate Circle, Suite 3010Boca Raton, FL 33487 and has purported to act in various Trustee and fiduciary capacities in the Estates and Trusts of Shirley and Simon Bernstein at all relevant times herein who were parents to Eliot Bernstein and Theordore Bernstein.

95. Defendant Robert Sweetapple is an attorney with Florida Bar Number

296988 working at Sweetapple, Broeker & Varkas, P.L. located at 4800 N.

Federal Highway, Suite 306D, Boca Raton, FL 33431.

96. Defendant Michael Weppner is a Licensed Real Estate Broker with an office

address at 101 N Federal Hwy., 5th Fl. Boca Raton, FL 33432.

97. Defendant Michael Weppner is alleged as a relative to Patricia Sahm and

knows or should know of at least some of the underlying misconduct while

presently trying to sell the subject property to a 3rd party and is involved in a

public MLS listing of the subject property.

98. Defendant Brandon Weppner is a Licensed Real Estate Broker with an office

address at 101 N Federal Hwy., 5th Fl. Boca Raton, FL 33432.

99. Defendant Brandon Weppner is alleged as a relative to Patricia Sahm and

knows or should know of at least some of the underlying misconduct while

presently trying to sell the subject property to a 3rd party and is involved in a

public MLS listing of the subject property.

100. Defendant Alan Rose is an attorney who has acted for Defendant Ted

Bernstein and has a Florida Bar Number 961825 and has changed law firms

to Taft Stettinius & Hollister LLP, 525 Okeechobee Blvd Ste 900 West Palm

Beach, FL 33401-6306

101. Upon information and belief, Defendant Alan Rose had specific knowledge that Donald Tescher had resigned as Agent to be Served for BFR prior to a foreclosure yet acted with Robert Sweetapple to review fees for the wrongful Final Judgment in foreclosure and was further involved in blocking Trust funds to the Plaintiff Eliot Bernstein family to attempt to satisfy the Sahm Note.
102. Upon information and belief, Defendant Alan Rose's prior law firm was employing the son of Judge Kastranakes at the time a wrongful Final Judgment was taken in December of 2021 and failed to disclose the conflict which also was not disclosed by now former Judge Kastranakes in the proceedings nor by Robert Sweetapple.
103. Alan Rose was brought into the Bernstein family estate and trust matters by Techser and Spallina PA who were removed from all Bernstein family matters after committing a series of fraudulent estate documents and other wrongful actions.
104. Plaintiff Eliot Bernstein is a member and representative of BFR, LLC and participated in the underlying litigation.
105. The State Defendants 4th DCA, and specifically Judges Gross, May, Levine, Ciklin and Clerk Weissbaum are sued solely in their official

capacities to the extent Plaintiffs seek prospective declaratory or injunctive relief concerning alleged ongoing violations of federal constitutional rights.

106. The Private Defendants include the attorneys, law firms, and parties identified in the accompanying factual allegations who Plaintiffs allege participated in the conduct giving rise to this action. Plaintiffs allege that these defendants acted jointly with state actors to deprive Plaintiffs of federally protected rights. The specific factual basis for those allegations is set forth below.

IV. GENERAL BACKGROUND FOR ALL PARTIES

FATHER - SON SIMON AND ELIOT BERNSTEIN WORKING TOGETHER IN HIGH NET WORTH INSURANCE THEN THE “IVIEWIT” TECHNOLOGY AND EVENTS LEADING TO ASSET PROTECTION PLANS FOR ELIOT BERNSTEIN

107. Years before the arrangements around the subject real property, Simon and Eliot Bernstein had worked in the insurance business together and Simon later became a seed investor in Eliot’s technology company “Iviewit”.

108. Simon Bernstein was a successful business person in Private Banking for years at major institutions including JP Morgan, flew on private jets and was an expert in high net worth estate planning.

109. The “Iviewit” Company was ultimately valued in the hundreds of billions to a trillion dollars or more according to Leading Industry Experts at Lockheed Martin, the Intel Corp., and others being backbone technology in digital imaging that transformed the Internet and called “the Holy Grail” of the Internet by expert Hassan Miah of the Intel Corp after the technology was tested, validated and used on Lockheed Martin property in Florida with Real3D Inc. and the Intel Corp. and Silicon Graphics, Inc.
110. Simon joined the Board of Eliot’s company that gained signed NDAs with Lockheed Martin, the Intel Corp, Sony Digital, Warner Brothers, Crossbow Ventures, Earthlink, AOL-TW, DELL Inc, and major banking institutions and Fortune 100 companies.
111. For conflict of interest purposes, a full updated NDA list can be provided.
112. A Private Placement offering through Wachovia was being made by company attorneys at Proskauer Rose when representatives of Warner Brothers who were in the middle of a \$25 Million deal with Eliot’s companies discovered the Patents to the Technologies at the USPTO had wrongfully been placed and stolen into Eliot’s own attorneys names and others.
113. Plaintiff Eliot Bernstein faced a variety of threats during this time by industry actors to keep the lid on the patent thefts.

114. Plaintiff Eliot Bernstein began working with Harry Moatz, Director of the Office of Enrollment and Discipline at the USPTO and was ultimately advised to file Fraud against the United States (USPTO) charges and the Patents became Suspended and remain in Suspended status.
115. Plaintiff Eliot Bernstein further began working with Special Agent of the FBI Stephen Luchessi out of the West Palm Beach office and other law enforcement agencies worldwide including Scotland Yards and the European Patent Institute.
116. Ultimately, Special Agent Luchessi of the FBI went “missing” with the Ivieuit case files and remains “Missing” with the Case files despite the Department of Justice elevating matters to the highest levels of the Justice Department, including to former DOJ OIG Glenn Fine directly.
117. Plaintiff Eliot Bernstein at all times relevant herein has regularly and consistently reported fraud and corruption to law enforcement both state and federal including Guardianship, Estate and Trust, Elder abuses in Florida.
118. Life threatening danger would become very real to Plaintiff Eliot Bernstein and his immediate family with the Iraqi Style Car Bombing of his family minivan in Boynton Beach, Florida on or around 2005.
119. Defendant Ted Bernstein had been involved with the arrangements for Plaintiff Eliot Bernstein’s family minivan before it was car bombed and later

refused to come forward to the FBI on this incident which was known to Simon Bernstein.

SIMON BERNSTEIN MEETS FELLOW INSURANCE PROFESSIONAL WALTER SAHM THROUGH INSURANCE PROFESSIONAL WILLIAM STANSBURY

120. With this background Simon Bernstein engaged in specific Asset Protection planning for Eliot and his wife and family and BFR and the purchase of the property was done specifically as Asset Planning to benefit Eliot and his family.
121. Simon Bernstein had been introduced to Walter Sahm through William Stansbury who was also an insurance professional in Palm Beach County who started working with Simon and became his Trustee and introduced Simon to Walter who William Stansbury had known for years.
122. A business deal and relationship began as Walter wanted to retire his business and move to The Villages with his wife Patricia and a deal was made where Simon bought out Walter's business and made a plan to purchase their home which is the subject property of this lawsuit and which was done as part of Asset protection for Plaintiff Eliot Bernstein and family.
123. Thus, Bernstein Family Realty, LLC was formed on June 02, 2008 with Simon as the Manager and a formal Operating Agreement established. See Exhibit 4.

124. BFR, LLC wired \$217, 233.00 on June 20, 2008 to the law office of John Capeller of Boca Raton, Florida as attorneys for Walter and Patricia Sahm as a nearly two - thirds Equity downpayment for purchase of the subject prop-erty. See Exhibit 5.
125. As William Stansbury and other witnesses can attest to, Simon had more than adequate income to have purchased the subject property for cash outright several times over but instead the Private Note with Walter Sahm for \$110,000.00 was made to add a layer of protection to benefit Eliot's family
126. During the same years 2007-2008 Tax Records just from one source of income for Simon Bernstein through Life Insurance Concepts, Inc. showed several million dollars each year available to Simon Bernstein if cash had ever been an issue in the purchase of the real estate which it was not. .
127. William Stansbury is expressly aware of specific negotiations between Simon and Walter around this with the knowledge that a specific income stream from Shirley and Simon would be available to pay off the private Note according to terms.
128. This knowledge by Stansbury further includes actions by lawyers Tescher and Spallina around this arrangement with Walter Sahm yet Stansbury was never called as a witness in the foreclosure proceeding despite having

provided a formal sworn affidavit and been present for at least one Hearing with testimony.

129. In fact, William Stansbury had issued a Sworn Statement Affidavit in March of 2022 after the Final Judgment during Rule 1.530 proceedings but by manipulation or misconduct in the proceedings to this day Stansbury has never been called as a Witness to testify but has been ready, willing and available. .

130. Despite a very clear affidavit in the Record for years by Stansbury, State Foreclosure Judge Parnofiello, the 4th or so Judge on the case since Kastranakes, in December of 2025 acting as a conflicted Judge who should have already been mandatorily disqualified tried to claim he did not know what Stansbury would testify to while his affidavit had been in the case records and presented many times since 2022. .

131. William Stansbury was Trustee for Simon Bernstein's Trusts and also Trust Protector over certain accounts at Wilmington Bank where "missing millions" at the time of Simon's passing remain unaccounted for across the various cases including the Shiley Trust case and Simon Estate case.

132. Simon Bernstein passed in September of 2012 but up until that time from the time of purchase in 2008 as Manager of BFR, LLC funded all of the

household expenses and items for Eliot and his family through the LLC where the sons of Eliot and Candice being Joshua, Jacob and Daniel Bernstein were the sole Members of the LLC through their Trusts and even minors at the time the LLC was formed. .

133. Eliot had previously brought many high Net Worth clients income to his father Simon in the insurance industry and these matters were mutually negotiated between Simon and Eliot who did business together for years.

134. Stansbury has been very clear and says in his affidavit that his instructions as Trustee upon Simon's passing was to pay off Walter Sahm the \$110,000 immediately and tear up a "paper tiger" 2nd Mortgage on the property also done as asset protection being a Mortgage back to Simon that had no consideration attached.

135. William Stansbury along with other witnesses have been systematically blocked from testifying in both the foreclosure by Judge Kastranakes and Parnofelio and despite knowing Walt and Pat Sahm, Sr as friends for over 10 years also blocked in the Guardian case by actions of the Kitroser defendants and State Judge Schossberg Feuer.

136. The Stansbury testimony and affidavit has been whitewashed as if it does not exist by the State 4th District Court of Appeals while covering up fraud upon the Court by the Sweetapple defendants using deceased Walter Simon

concealed from the Court and taking Judgments and holding sales in his name.

EVENTS AFTER SIMON BERNSTEIN PASSING IN 2012

137. Yet, upon Simon's passing Stansbury first learns that somehow Simon's Trust documents were changed shortly before death and Stansbury was not even notified he was no longer Trustee.
138. Defendant Ted Bernstein and his lawyers immediately seized control and dominion over Simon's estate and possessions where many records went missing such as Computerized records maintained by Simon relating to Eliot's Technology and companies.
139. Eliot was soon facing threats after Simon's passing not by Walter Sahm to foreclose on the property but instead threats by Ted Bernstein and parties acting for Ted and with Ted Bernstein while also denying Eliot access to records and documents including the records of BFR, LLC itself where Eliot's 3 sons Joshua, Jacob and Daniel were the 3 only Members of the LLC and did not get records for their company.
140. To the contrary, Walter and Pat Sahm wrote handwritten letters in 2013 to Ted Bernstein seeking payment of the Private Note and who was in charge of BFR and also wrote to Eliot and Candice who they called "Candy" in 2013 acknowledging the property was their "home" and that they know of

the Dedicated Income Stream of Shirley and Simon that was to pay off the private Note.

141. As shown by the 2013 handwritten letter Walter began working with Plaintiff Eliot Bernstein and was holding off on any legal action so Eliot could try to resolve the Trust and Estate issues with Ted Bernstein and his lawyers.
142. These handwritten letters were entered into the Simon Estate case as early as that year 2013 with evidence of the threats from Ted to foreclose and ultimately these letters were entered into the foreclosure case that did not start until 2018 many years later as Walter Sahm was working with Eliot to try to get satisfaction.
143. Instead, Eliot and his family had Trust funds blocked by Ted Bernstein and Alan Rose for years while trying to settle with Walter and Patricia Sahm.
144. In the foreclosure case, Alan Rose ends up colluding with Robert Sweetapple on the “Final Judgment” as admitted on the record at Summary Judgment by Defendant Sweetapple telling Judge Kastranakes on Nov. 22, 2021 that Defendant Rose was reviewing the numbers for Final Judgment.
145. Yet Alan Rose knew and had to know the Service on BFR, LLC was never proper as Sweetapple had served resigned Agent Donald Tescher who had resigned from Bernstein matters as early as in 2014 after Eliot had

exposed the Tescher Spallina law firm using frauded documents before Judge Colin using Simon Bernstein acting as if alive when known to be deceased. See Exhibit 1 Attorney Peter Feaman Letter to FBI West Palm Beach May 2016.

146. While Simon Bernstein was in the hospital around the time of death, Ted Bernstein suggested at the hospital that his father Simon Bernstein may have been poisoned and murdered and also said he would be handling things with the authorities and had friend attorneys to do so and was on calls with a lawyer both from Greenberg Traurig and Robert Spallina.

147. Yet, Ted's "storyline" of how and why he is "in charge" as "Trustee" has changed from day one while the delay denial of operative documents in Discovery began day one in a case where Simon's body goes "missing" for a week allegedly out for autopsy at one location **and where Simon Bernstein's home computer containing years of valuable business records including "Iviewit" records alone is found "wiped clean" on the night of his passing.**

148. Just one "piece-meal" disclosed item of documentary evidence shows approximately \$2.8 Million in just one of Simon Bernstein's accounts at the time of his passing which to this day has never been accounted for which also does not include millions from other accounts and the millions of worth

of Shirley Bernstein where in over 10 years there has never been an accounting.

149. Threats to take the home that Eliot's parents provided him for my wife and children under a specific agreement to relocate to Boca Raton, Fl from California to be close to my parents set up as Asset Protection for my direct family began not long after my father Simon Bernstein passed in 2012 and were documented in Judge Colin's Court and the Estate of Simon Bernstein as early as 2013 years before Robert Sweetapple began a wrongful foreclosure.

150. As the Stansbury Affidavit shows the Sahms should have been satisfied in 2013 through specific Shirley and Simon Trust Estate funds as further documented by handwritten letters from Walter and Patrica Sahm to Ted Bernstein also in 2013 and documented in the Foreclosure case records on multiple occasions.

151. As shown as early as 2016 if not earlier, just on Discovery abuses alone where Discovery and the Denial of Discovery has been used as a "weapon" by the Plaintiffs and other parties in the related proceedings in the State Probate Court of Florida, there is a real and imminent danger that the Integrity of this Court's judgment and path to judgment will be

fundamentally impaired by the permanent loss of evidence and discovery materials.

152. The lack of Discovery has been shown in both federal Bankruptcy Court in the Southern District and the State Courts where basic operative documents have been withheld including records for Bernstein Family Realty among others.

153. The US Bankruptcy Court was shown a detailed list of companies where Eliot Bernstein has rights in a 2025 Chapter 13 Bankruptcy by Plaintiff Eliot Bernstein including Arbitrage International, Life Insurance Concepts, Inc. and others **where between nearly \$18 million just from the records available remain unaccounted for years.**

154. The Bankruptcy case is now on Appeal in the US District Court of South Florida in Fort Lauderdale.

155. These documents and Discovery which “should answer” where the Original Trusts are, where the Original Policies are, where the Original records and where business records are that go along with Simon Bernstein’s life who made millions per year in the Insurance industry for decades and all items are directly relevant to these claims.

156. Instead, in the Florida Probate Court Simon Bernstein is falsely being portrayed as nearly a “pauper” with virtually no assets left and “Missing”

and “losing” all (or substantially all) Business documents and dispositive documents meticulously kept for Decades.

157. Defendant Alan Rose and Ted Bernstein continued this fraud in proceedings last summer 2025 before State Judge Samantha Schossberg - Feuer in the Shirley Trust case where she has sat as Judge in that case and the Patricia Sahm, Sr. Guardianship case where Patricia Sahm, Sr. was wrongfully silenced as a witness by an illegal Guardianship with no fact finding and where witnesses were blocked from testifying.

158. Defendants Alan Rose and Ted Bernstein continued to act to block the release of Court Registry Funds to satisfy the Sahm Note even though dedicated funds according to Stansbury should have paid the Note off in 2013. .

V. NATURE OF THE CONSTITUTIONAL CLAIM

159. The Due Process Clause guarantees that no State shall deprive any person of property without due process of law.

160. Plaintiffs allege that procedural due process requires notice, an opportunity to be heard, and adjudication before a neutral tribunal.

161. Plaintiffs further allege that longstanding Florida law provides that an attorney's authority terminates upon the death of the client and that further

litigation in the deceased party's name requires lawful authority through substitution or appointment of a proper representative.

162. Plaintiffs alleged throughout the state proceedings that the named plaintiff died on January 5, 2021, prior to the filing of the summary judgment motion and prior to entry of the final judgment.

163. Plaintiffs further alleged that no substitution pursuant to Florida procedure occurred before dispositive proceedings continued.

164. Plaintiffs further alleged that a certified death certificate and suggestion of death were filed and that these matters were expressly presented to the trial court through post-judgment motions and to the Fourth District Court of Appeal through appellate briefing.

165. Plaintiffs contend that despite these submissions, state judicial proceedings continued and the challenged judgment remained in effect.

166. Plaintiffs contend that these events, taken together, deprived them of procedural and substantive due process guaranteed by the Fourteenth Amendment and also amounted to fraud upon the Court. .

167. Plaintiffs further contend that the constitutional injury is ongoing because the state judgment continues to affect Plaintiffs' asserted property interests.

168. Plaintiffs allege that they have been subjected to an ongoing deprivation of procedural and substantive due process through the continued exercise of

state judicial authority after the state courts were presented with objective evidence that the named Walter Sahm had died before dispositive proceedings, while allegedly denying Plaintiffs a meaningful opportunity to obtain adjudication of those issues.

169. These latest actions occurred after a series of retaliatory actions against Plaintiff Eliot Bernstein who has exposed fraud on the Court and misconduct by attorneys and Judges in multiple proceedings in Palm Beach County going back over a decade.

170. Plaintiffs allege that the state proceedings continued after the death of the named plaintiff without substitution of a duly authorized personal representative, despite repeated filings identifying the death and requesting appropriate relief.

171. Plaintiffs further allege that a certified death certificate, a suggestion of death, post-judgment motions, and appellate briefing placed these issues squarely before the state courts.

172. Plaintiffs contend that the resulting deprivation is not limited to a single judicial ruling but constitutes an ongoing deprivation of constitutionally protected property interests through the continued enforcement of orders that Plaintiffs contend are constitutionally infirm.

173. Plaintiffs seek only such declaratory and prospective relief as is authorized by federal law and necessary to remedy an alleged ongoing violation of rights secured by the Constitution.

VI. FACTUAL BACKGROUND

174. The underlying action was filed in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

175. During the course of the litigation, Plaintiffs contend that significant procedural irregularities occurred, including issues relating to service of process, the identity of the proper parties, and the authority of counsel to continue litigation after the death of the named plaintiff.

176. Neither Walter Sahm nor Patricia A. Sahm, Sr. ever appeared in person before the Foreclosure Court and Walter Sahm never filed a paper in his name that he signed in the foreclosure case.

177. Plaintiffs did not find out until late 2022 in a bankruptcy case that Defendant Joanna Sahm claimed to be acting for Patricia Sahm under an undisclosed power of attorney.

178. The only document alleged to be signed by Patricia Sahm, Sr in the foreclosure case was not signed as by Power of Attorney.

179. Plaintiffs did not obtain any copy of a Power of attorney until a full year later in 2023 when Joanna Sahm filed a power of attorney in a Mental Health and Guardian case she brought literally 4 days after Eliot Bernstein had exposed fraud with Joanna Sahm and attorney Shraiberg in a 2023 Bankruptcy by Eliot Bernstein showing fraud on April 13, 2023 with Joanna and Shraiberg going back to a 2022 Bankruptcy Ch. 11 against BFR where it was shown Shraiberg filed a false statement claiming to be hired by Pat Sahm, Sr. from an address she had not been to in over a year and under the control of Joanna Sahm.

180. There allegedly is a further Power of Attorney with Walter Sahm that was never disclosed by Defendant Sweetapple or his law firm in the foreclosure case.

181. Defendant Sweetapple brought suit allegedly in the name of the wrong parties and should have been filed by a Trust that held the Private Note but nevertheless does not appear to ever be working for Walter Sahm who wanted Ted Bernstein as a defendant.

182. Instead, Attorney Sweetapple began colluding with Alan Rose as attorney for Ted Bernstein as by Sweetapple in open Court in Nov. 22, 2021 at a Summary Judgment appearance before Judge Kastranakes without

disclosing that Judge Kastranakes son was working in the law firm of Alan Rose.

183. The Certificate of Death shows Walter Sahm had passed away approximately eleven months before entry of the final judgment without his death ever being noted on the record but instead concealed by Defendant Sweetapple. .

184. Plaintiffs further allege that no duly authorized personal representative was substituted before those proceedings continued and was never applied for in the name of Walter Sahm. .

185. Plaintiffs allege that counsel continued to file pleadings and seek judicial relief in the name of Walter Sahm after his death as if alive.

186. Plaintiffs further allege that the death was not disclosed to the trial court before summary judgment was heard.

187. Plaintiffs allege that after learning of Walter Sahm's death they filed a certified death certificate and sought relief in the trial court, contending that the continued proceedings were legally and constitutionally defective.

188. Plaintiffs further allege that those arguments were renewed in the Fourth District Court of Appeal through their Initial Brief and Reply Brief.

189. The Fourth District Court of Appeal subsequently affirmed without written opinion or any addressing of the fraud upon the Court by a Per

Curiam Affirmance PCA taking the case away from review by the Florida Supreme Court and shielding the fraud from the public while continuing the harm.

190. Plaintiffs allege that the constitutional issues presented herein remain unresolved and continue to affect their asserted property rights.

A. Commencement of the Underlying Litigation

191. Plaintiffs incorporate by reference Paragraphs 1 through 34 as though fully set forth herein.

192. The underlying civil action was commenced in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

193. A foreclosure action was commenced against Plaintiff BFR, LLC under Case No. 02018-CA-002317-XXXX-MB on February 23, 2018 by the Sweetapple law firm Sweetapple, Broeker & Varkas, P.L in the names of Walter and Patricia Sahm as Plaintiffs who never signed any Complaint or appeared before the Court,

194. The complaint was amended several times with the final Third Amended Complaint filed by Defendant Robert Sweetapple.

195. Prior to this, the parties Walter and Patricia Sahm were business friends with Simon and Shirley Bernstein, parents of Plaintiff Eliot Bernstein.

196. Simon and Shirley Bernstein made specific arrangements for Plaintiff Eliot Bernstein and his immediate family to relocate from California by the purchase of the subject property from Walter and Patricia Sahm.
197. As part of the Asset protection by Simon Bernstein, Plaintiff Eliot Bernstein and his immediate family were to have, possess, use and enjoy the real property for life which is supported by the Affidavit of William Stansbury who was never called as a witness in the foreclosure proceedings.
198. Plaintiffs except Kevin Hall were defendants in that action and actively participated in the litigation.
199. Throughout the proceedings, Plaintiffs challenged multiple aspects of the litigation, including issues relating to service of process, standing, the identity of the proper parties, and the authority of counsel to continue prosecuting the action.
200. Plaintiffs contend that those issues were preserved through motions, written filings, objections, post-judgment motions, and appellate briefing.

B. Death of the Named Plaintiff Walter Sahm

201. According to the certified death certificate later filed in the state court record, Walter Sahm died on January 5, 2021.

202. Plaintiffs allege that Walter Sahm died approximately seven months before the filing of the motion for summary judgment.

203. Plaintiffs further allege that Walter Sahm died approximately eleven months before entry of the Final Judgment.

204. Plaintiffs allege that no motion for substitution of parties was filed before the summary judgment proceedings.

205. Plaintiffs further allege that no personal representative, administrator, or other fiduciary was substituted as the real party authorized to prosecute the action before summary judgment was sought.

206. Plaintiffs further allege that no order substituting any representative for Walter Sahm was entered before Final Judgment.

207. Plaintiffs allege that despite Walter Sahm's death, the litigation continued in his name.

208. Plaintiffs further allege that pleadings continued to identify Walter Sahm as the plaintiff notwithstanding his death.

C. Summary Judgment Proceedings

209. Plaintiffs allege that the motion for summary judgment was filed after Walter Sahm's death.

210. Plaintiffs further allege that counsel appeared at the summary judgment hearing without disclosing to the trial court that Walter Sahm had previously died.

211. Plaintiffs contend that the summary judgment proceedings occurred without the participation of any duly substituted representative of Walter Sahm's estate yet carried on in Walter Sahm's name as if still alive .

212. Plaintiffs allege that no authority authorizing continued prosecution in Walter Sahm's name was produced before or during the summary judgment proceedings.

213. Plaintiffs contend that dispositive judicial action was therefore sought and obtained while the named plaintiff was deceased.

D. Entry of Final Judgment

214. Plaintiffs allege that Final Judgment was entered after Walter Sahm's death.

215. Plaintiffs further allege that the Final Judgment continued to identify Walter Sahm as the prevailing plaintiff.

216. Plaintiffs contend that the Final Judgment was entered before any lawful substitution of parties occurred.

217. Plaintiffs allege that the judgment affected significant property interests of Plaintiffs.

E. Notice to the Trial Court

218. After learning of Walter Sahm's death, Plaintiffs obtained and filed a certified copy of his death certificate.

219. Plaintiffs further filed a Suggestion of Death and brought Walter Sahm's death to the attention of the trial court through post-judgment proceedings.

220. Plaintiffs filed motions seeking relief from judgment and argued that the continued prosecution of the action after Walter Sahm's death rendered the proceedings legally defective.

221. Plaintiffs contend that these filings placed the issue squarely before the trial court.

222. Plaintiffs further contend that the trial court denied relief without conducting an evidentiary inquiry into the factual issues surrounding Walter Sahm's death and the authority to continue the litigation.

F. Continuation of Proceedings

223. Plaintiffs allege that even after Walter Sahm's death became known, proceedings continued in his name.

224. Plaintiffs further allege that notices of judicial sale and other post-judgment filings continued to identify Walter Sahm as the plaintiff.
225. Plaintiffs contend that these actions occurred notwithstanding the filing of the certified death certificate and the issues raised in Plaintiffs' post-judgment motions.

G. Appellate Proceedings

226. Plaintiffs timely appealed the Final Judgment and related post-judgment orders.
227. Plaintiffs' Initial Brief specifically raised the issues concerning Walter Sahm's death, the absence of substitution, the continued litigation in his name, and the constitutional implications Plaintiffs attributed to those facts.
228. Plaintiffs' Reply Brief reiterated those arguments and responded to the arguments advanced by the opposing parties.
229. Plaintiffs further presented arguments concerning notice, opportunity to be heard, alleged procedural irregularities, and the asserted deprivation of property without constitutionally adequate process.
230. The Fourth District Court of Appeal thereafter issued a Per Curiam Affirmance without written opinion.

231. Plaintiffs allege that the PCA left in effect the challenged judgment and the asserted deprivation of Plaintiffs' property interests.

232. Plaintiffs allege use of a PCA by the 4th DCA could not possibly occur upon any rationale view of the facts presented and was designed to avoid Florida Supreme Court review and hide the fraud upon the Court from the published records and carry on the harm against Eliot Bernstein which began on or about 2016-2017 after Eliot Bernstein pro se began showing the frauds in the Estate and Trusts cases to the 4th DCA and further the illegal Guardianships placed on his adult sons with no hearings to further silence him and any family members from bringing truthful evidence before the Court. See, Feaman Letter to FBI Exhibit 1.

H. Continuing Constitutional Injury

233. Plaintiffs contend that the challenged judgment continues to have legal effect and continues to impair their asserted property interests.

234. Plaintiffs further contend that the alleged constitutional deprivation did not end upon issuance of the PCA because the judgment remains operative.

235. Plaintiffs allege that the ongoing enforcement and continuing legal effect of the challenged judgment constitute a continuing deprivation of rights secured by the Fourteenth Amendment.

236. Plaintiffs expressly allege that this action is brought to remedy alleged ongoing violations of federal constitutional rights and is not intended merely to relitigate questions of Florida procedural law.

237. Plaintiffs reserve the right to amend this Complaint to conform to discovery, additional evidence, and the complete state-court record as justice requires.

VII. STATE ACTION, JOINT PARTICIPATION, AND DEPRIVATION OF FEDERAL RIGHTS

238. Plaintiffs incorporate by reference Paragraphs 1 through 181 as though fully set forth herein.

239. At all times material hereto, the judicial proceedings described herein were conducted under color of the laws of the State of Florida.

240. Plaintiffs allege that the deprivation of their constitutional rights resulted from the combined operation of judicial acts, official state action, and the conduct of private parties whom Plaintiffs allege became willful participants in the challenged proceedings.

241. Plaintiffs do not allege that private attorneys become state actors merely by representing clients in court.

242. Rather, Plaintiffs allege that the conduct described below constituted joint participation in the continued exercise of state judicial power after the

factual basis for Plaintiffs' constitutional objections had allegedly been presented to the courts.

A. State Judicial Action

243. Plaintiffs allege that the Circuit Court exercised the coercive authority of the State in adjudicating Plaintiffs' property rights.

244. Plaintiffs further allege that dispositive judicial orders were entered after the death of the named plaintiff.

245. Plaintiffs contend that the death of the named plaintiff and the absence of substitution were later presented to the trial court through post-judgment proceedings.

246. Plaintiffs allege that the trial court nevertheless declined to grant the requested relief.

247. Plaintiffs further allege that the constitutional issues identified in this Complaint were subsequently presented to the Fourth District Court of Appeal through appellate briefing.

248. This includes but is not limited to presenting to the 4th DCA the basic Due Process of Service and proper Jurisdiction over BFR, LLC where Defendant Sweetapple knowingly took an admitted improper Service on a Resigned Agent Donald Tescher to take an improper Clerk's Default against

BFR, LLC on a 2nd Amended Complaint when a Third Amended Complaint was operative and presented the Default to Judge Kastranakes despite previously admitting the Service on the Third Complaint had to be redone.

249. Defendants Rose, Ted Bernstein, Joanna Sahm, Sweetapple, Lewis, Ciadella, Kitroser and Weppenens have continued actions to take this property from the Eliot Bernstein family despite knowing of the fraud.

250. The Fourth District Court of Appeal thereafter affirmed without written opinion.

251. Plaintiffs contend that these judicial actions continued the alleged deprivation of Plaintiffs' asserted property interests.

B. Conduct of the Private Defendants

252. Plaintiffs allege that the Private Defendants knowingly continued prosecuting the underlying litigation after Walter Sahm's death.

253. Plaintiffs further allege that pleadings, motions, notices, and other filings continued to identify Walter Sahm as the plaintiff after his death.

254. Plaintiffs allege that no duly authorized representative had been substituted before those filings were made.

255. Plaintiffs further allege that the Private Defendants continued to invoke the authority of the Florida courts to obtain judicial orders affecting Plaintiffs' property.

256. Plaintiffs allege that after Walter Sahm's death became known through the filing of a certified death certificate and related motions, the Private Defendants continued seeking enforcement of the challenged judgment.

257. Plaintiffs further allege that notices of judicial sale and other post-judgment proceedings continued in Walter Sahm's name as if still alive.

258. Plaintiffs contend that these actions constituted the continued invocation of state judicial authority despite Plaintiffs' repeated objections.

C. Joint Participation

259. Plaintiffs allege that the challenged deprivation of property could not have occurred through private conduct alone.

260. Neither Judge Kastranakes, Defendant Sweetapple, Defendant Ted Bernstein nor Defendant Alan Rose disclosed the conflict of the son of Judge Kastranakes working for the Alan Rose law firm especially when Defendant Sweetapple admitted on the Record he was working with Alan Rose to review the “numbers” of the Judgment yet Alan Rose knew Service and Jurisdiction over BFR, LLC had to be invalid as Service was made on

resigned Agent Donald Tescher who resigned before the Foreclosure action even started.

261. These facts were shown to other Judges in the Foreclosure case and the 4th DCA yet the fraud upon the Court was disregarded and carried on.

262. Plaintiffs allege that the challenged deprivation required and depended upon the continuing exercise of judicial authority by the State of Florida.

263. Plaintiffs further allege that the Private Defendants repeatedly invoked that authority after Plaintiffs contend the record established that Walter Sahm had died and that no lawful substitution had occurred.

264. Plaintiffs allege that the resulting orders, judgments, writs, certificates, and enforcement proceedings derived their legal force solely from state authority.

265. Plaintiffs therefore allege that the challenged conduct constituted joint participation in state action within the meaning of 42 U.S.C. § 1983.

D. Knowledge Allegations

266. Plaintiffs allege that the certified death certificate, Suggestion of Death, post-judgment motions, and appellate briefs placed the issue of Walter Sahm's death directly before the state courts.

267. Plaintiffs further allege that the state court record contained objective documentary evidence establishing Walter Sahm's death before the dispositive proceedings challenged herein.

268. Plaintiffs contend that the continued enforcement of the challenged judgment after those matters were presented deprived Plaintiffs of constitutionally adequate process.

269. Plaintiffs further allege that the constitutional injury asserted herein results not from a single judicial ruling but from the continuing operation and enforcement of the challenged judgment after the matters described above had been presented through the judicial process.

E. No Challenge to Ordinary Judicial Error

270. Plaintiffs do not seek relief merely because they disagree with the legal conclusions reached by the Florida courts.

271. Rather, Plaintiffs allege that the combination of objectively documented events described herein—including the death of the named plaintiff before dispositive proceedings, the alleged absence of lawful substitution, the subsequent presentation of those matters to the state courts, and the continued operation of the challenged judgment—resulted in an ongoing

deprivation of procedural due process secured by the Fourteenth Amendment.

272. Plaintiffs further allege that the conduct challenged herein constitutes an ongoing violation of federal constitutional rights for which prospective declaratory and injunctive relief is authorized under federal law.

273. Plaintiffs reserve the right to amend these allegations as discovery reveals additional facts concerning the participation of each Defendant in the conduct alleged herein.

PROSPECTIVE INJUNCTIVE RELIEF

U.S. Supreme Court and Eleventh Circuit Standards for Prospective Injunctive Relief Against State Judicial Officers

274. The foundation for prospective relief against state officials is *Ex parte Young*, 209 U.S. 123 (1908).

275. The Supreme Court held that sovereign immunity does not bar suits seeking prospective equitable relief against state officials who are committing or threatening an ongoing violation of federal law.

276. Plaintiffs allege an ongoing violation of the United States Constitution or federal law and a sufficient connection between the defendant official and the challenged conduct.

277. Prospective relief designed to prevent future constitutional violations rather than compensate for past injuries.

278. The doctrine applies to state judicial officers when the relief sought is prospective and directed toward preventing ongoing constitutional violations rather than reviewing completed state-court judgments.

279. The Eleventh Circuit held that equitable relief requires: a continuing constitutional violation; a substantial likelihood of future injury; the absence of an adequate remedy at law; and satisfaction of the traditional equitable requirements for injunctive relief.

280. Here Plaintiffs allege the conduct is ongoing both by the 4th DCA and Trial Courts particularly with the recent actions in the Guardian case with State Judge Schossberg Feuer as shown below.

281. The 4th DCA's recent PCA despite objective overwhelming proof of fraud upon the Court and due process violations and prior history of PCAs against Eliot Bernstein show appellate relief is unavailable as no rational view of the facts presented could lead a Judge to a PCA in this case.

282. Further, Plaintiffs BFR and Eliot Bernstein filed twice since last year and this year simply to get the 4th DCA to uphold its own jurisdiction under Florida Appellate Rule 9.130(f) and yet the 4th DCA still has not upheld its own jurisdiction leaving any appellate action or remedy at law impractical.

283. Plaintiffs BFR and Eliot Bernstein allege the threatened injury is irreparable and granting prospective relief serves the public interest and upholds due process and Constitutional standards.

VII. Application to the Present Matter - Defendant State Judge Schossberg Feuer

284. Plaintiffs contend that recent actions and blatant due process actions by Judge Feuer constitutes an ongoing violation of the Fourteenth Amendment and prospective injunctive relief should be specifically granted against her in both a GA Case of Patricia Sahm, Sr. PROBATE DIVISION: IZ Case No.: 50-2023-GA-000245-XXXX-MB and further apply in the Shirley Trust case where the center of Peter Feaman's allegations are at issue in Case. No.: 502014CP003698XXXXNB.

285. Despite BFR by Counsel filing a Notice of Appearance and Eliot Bernstein filing a Notice of Appearance nearly a month before, on July 14, 2026 in the Guardian case blatantly denied due process to both Plaintiffs seeking limited standing in the GA case where direct interests were at place as the Kitroser firm was seeking to get an Order of Sale for the subject property without following proper Guardian law procedures and with a filed

recorded Notice of Lis Pendens and Quiet Title action showing the fraud filed against the subject property the month before.

BFR, LLC AND MANAGER ELIOT BERNSTEIN HAD FILED NOTICES OF APPEARANCE AND DEMAND FOR SERVICE AS OF JUNE 11, 2026 OVER 30 DAYS BEFORE THE JULY 14, 2026 UMC HEARING

286. It is undisputed that on behalf of Bernstein Family Realty, LLC (BFR) my office filed a Notice of Appearance under Fla. Stat. § 731.201(23), a Designation of Email address and Demand for Service of Papers as of June 11, 2026. See DE No. 290.

287. It is further undisputed that BFR, LLC Manager Eliot Bernstein also filed a Notice of Appearance on this date, designation of email address and demand for Service of Pleadings and made additional filings providing Notice of a Filed and Recorded Lis Pendens on the subject real estate and a new Civil Action under Case No. 02026-CA-006524XXXXA-MB together with Notice of an ongoing Appeal in the US District Court South Florida of a US Bankruptcy Appeal affecting the subject property and a pending State Court Appeal at the 4th DCA directly impacting the Final Judgment of Foreclosure and Sale under Case No. 4D2026-0167. See DE No. 291, 292, 293, 295 296.

IT IS UNDISPUTED THAT BFR, LLC AND BFR MANAGER ELIOT BERNSTEIN WERE DENIED DUE PROCESS NOTICE AND OPPORTUNITY TO BE HEARD BY JUDGE SCHOSSBERG FEUER ON THE JULY 14, 2026 ZOOM DEPSITE BEING ON THE ZOOM

TOGETHER WITH BFR MANAGER HALL WHICH WAS KNOWN OR HAD TO BE KNOWN BY JUDGE SCHOSSBERG FEUER WHO “MUTED” ATTORNEY ERIC CVELBAR FOR BFR AND BFR MANAGERS ELIOT BERNSTEIN AND KEVIN HALL WITHOUT EVEN ACKNOWLEDGING THEM ON THE ZOOM THUS DEMONSTRATING BIAS AND PREJUDICE ON THESE NEW MATTERS AND CONTRARY TO THE BEST INTERESTS OF THE WARD PATRICIA A. SAHM, SR.

288. It is undisputed that Judge Schossberg Feuer knew and had to know that myself, Eric J. Cvelbar, as attorney for BFR, LLC and BFR Managers Eliot Bernstein and Kevin Hall were present at the UMC Zoom Hearing on July 14, 2026 and as shown in the annexed Affidavit of BFR Manager Eliot Bernstein he visually saw myself on the Zoom and has a Screenshot of my presence on the Zoom and also saw Manager Kevin Hall on the Zoom by his 820 phone number and of course Eliot Bernstein was on the Zoom on this day.

IT IS UNDISPUTED THAT THE SAHM GUARDIANSHIP CASE WAS CALLED LAST ON JULY 14, 2026 AND JUDGE SCHOSSBERG FEUER WITH EACH PRECEDING CASE SPECIFICALLY ASKED IF EVERYONE WAS PRESENT AND IF SHE MISSED ANYONE AND IF EVERYONE HAD BEEN SERVED AND ASKED PEOPLE TO INTRODUCE THEMSELVES YET WHEN IT CAME TO THE LAST CASE WITH THE SAHM MATTER DID NOT ASK THOSE QUESTIONS AND DID NOT ALLOW ERIC J. CVELBAR ATTORNEY OR BFR MANAGERS TO EVEN BE INTRODUCED MUCH LESS HAVE ANY DUE PROCESS OPPORTUNITY TO BE HEARD ON WHAT WAS STATED AS “NEW” MATTERS BEFORE THE COURT. THUS ALSO PREJUDGING ANY STANDING ARGUMENT AND DEMONSTRATING BIAS WHILE FAILING IN HER STATUTORY OBLIGATIONS TO PAGTRICIA A. SAHM, SR.

289. It is undisputed that the instant Sahm GA case was called last on July 14, 2026 at the Zoom UMC Hearings.

290. It is undisputed that Judge Schossberg Feuer in all of the preceding cases that day asked if everyone was present for each case, asked if everyone had been Served, asked all participants in the Zoom to introduce themselves yet asked none of these questions when the Sahm case was called that day despite acknowledging on the record there were still many people on the Zoom for the Sahm case and being told both by attorney Kathryn Lewis and Inger Garcia there were new matters before the Court.

291. It is undisputed that no Motions to Strike the appearance of BFR, LLC nor BFR Manager Eliot Bernstein had even been filed and further undisputed that Judge Schossberg Feuer had not issued any Orders striking the appearance of BFR, LLC nor that of BFR Manager Eliot Bernstein.

292. It is undisputed that Judge Schossberg Feuer had issued no prior Orders relating to BFR, LLC nor BFR Manager Eliot Bernstein.

293. It is undisputed that BFR, LLC was part of the original Petitions for Incapacity and Guardianship filed by Joanna Sahm 4 days after Eliot Bernstein had exposed fraud involving Joanna Sahm and attorney Shraiberg in a US Bankruptcy filing on April 13, 2023.

294. It is further undisputed that BFR, LLC and the subject real estate was mentioned multiple times in initial Court conferences with prior Judge Burton who later mandatorily Disqualified.

295. It is further undisputed that both Kevin Hall and Eliot Bernstein had been heard on the Record before prior Judge Burton and both asserted they had been asked by Patricia A. Sahm, Sr. in 2023 to protect her in the Incapacity and Guardianship proceedings brought against her and have tried to do so while also asserting individual rights affected by the outcome of these proceedings.

296. It is undisputed that neither Judge Burton nor current Judge Schossberg Feuer have ever held Contested Fact Finding Hearings to determine the capacity of Patricia A. Sahm, Sr.

297. It is undisputed that Judge Schossberg Feuer never held any Evidentiary hearings to make prior rulings on the Limited Standing of Kevin Hall.

298. It is further undisputed that both BFR, LLC and BFR Manager Eliot Bernstein came to this GA Court on new matters including a new action directly suing current Guardian Charles Revard who is directly implicated in the separate action as being involved in fraud upon the Court and a continuing fraud in related proceedings and came to this Court as a “concerned” friend of the Ward Patricia A. Sahm and to notify the Court of

specific actions of Charles Revard and related parties that may likely have an adverse impact on the Ward Pat Sahm, Sr.

299. It is undisputed that by conduct which is objectively deemed biased, prejudicial in prejudging matters before even being heard and conduct that violates both the US Constitution and Florida Constitution on due process that Judge Schossberg Feuer has acted with “deliberate indifference” and hostility to the truth and proper adjudication by not even hearing facts which would benefit the Ward Patricia A. Sahm, Sr. and such conduct provides an objective and reasonable basis to fear a fair trial can not be had before Judge Schossberg Feuer.

IT IS UNDISPUTED THAT NEITHER BFR, LLC NOR BFR MANAGER ELIOT BERNSTEIN HAD SERVICE OF ANY OF THE RELEVANT PETITIONS NOR NOTICE OF THE HEARING WHILE JUDGE SCHOSSBERG FEUER ABDICATED JUDICIAL RESPONSIBILITY TO ATTORNEY KATHRNY LEWIS NOT ONLY FAILING IN OBLIGATIONS TO THE WARD BUT DEMONSTRATING BIAS AND PREJUDICE IN FAVOR OF THE POLITICALLY CONNECTED KITROSER FIRM AND ATTORNEY KATHRYN LEWIS WHO WRONGFULLY STATED IN THE UMC NO OTHER ATTORNEYS WERE PRESENT WHEN ERIC CVELBAR WAS KNOWN TO BE ON THE ZOOM AND HAD EMAILED MS. LEWIS THE DAY BEFORE

300. It is undisputed that despite filing Notices of Appearance and demand for service of pleadings neither BFR, LLC nor BFR Manager Eliot Bernstein had been served with any of the relevant Petitions that were before the Court

and only came to know of the July 14, 2026 UMC Hearing by Patty Sahm, Jr.

301. As attorney for BFR, LLC I emailed Kathryn Lewis on July 13, 2026 upon learning of the UMC Hearing not through Official proper process or Service but via third party as Eliot Bernstein had found out that day by Patty Sahm, Jr. and informed fellow BFR Manager Kevin Hall.

302. I emailed Ms. Lewis as follows:

Law Offices Eric Cvelbar
Mon, Jul 13, 4:05 PM (2 days ago)
to Kathryn, me

Kathryn : While I am happy that we have worked certain matters out in the 4th DCA scheduling foreclosure case, I am very disturbed that you have not served me with the papers in the Sahm Guardianship case and ask that you immediately serve the relevant pleadings today as soon as possible. I respectfully also ask that you consent to adjourning or continuing tomorrow's hearing and respectfully suggest that you and the Kitroser firm withdraw from attempting to represent Mr. Revard in the Civil action BFR,LLC has filed against him as conflicts are clearly present. I am sure you are aware that BFR is well within the time to Amend that action as of right without permission and am certain you are aware attorney Inger Garcia has directly stated on the record the Guardianship was a fraud and directly implicated your firm in that fraud. Should you not immediately withdraw the Petitions including Petition for Sale BFR will be filing by emergency . At the very least any Hearing should be continued until Inger Garcia can be heard as a Witness as she claimed when she withdrew in the foreclosure case. If I have not heard from you by 4:30 pm

today BFR will simply file in the GA case. Thank you
Eric

303. Attorney Lewis responded as follows:

From: Kathryn Lewis <Kathryn@kitroserlaw.com>
Sent: Monday, 13 July 2026 16:13:19
To: Law Offices Eric Cvelbar <ecvelbar@hotmail.com>
Cc: Clara Ciadella <clara@kitroserlaw.com>; Mitchell
Kitroser <mitch@kitroserlaw.com>; Paula Albright
<paula@kitroserlaw.com>; Brigitte Jones
<Brigitte@kitroserlaw.com>

Subject: Re: Kathryn Lewis-Urgent Hearing Tomorrow
in Pat Sahm.Sr Guardianship Case

Good afternoon Mr. Cvelbar,

Your clients are not interested parties to tomorrow's hearing as they do not hold legal title to the property. Moreover, your "civil lawsuit" was very clearly engineered for two reasons: to be able to file a concurrent lis pendens, and to manufacture a "conflict" between my client and his attorneys. Frankly I am aghast that you, as a barred attorney, have become a party to these machinations, which include the repetitive assertions that any outcome that your clients do not like must be attributable to "fraud." Expect to receive appropriate motions seeking to charge fees against both your clients and you for furthering this abuse of the court system. As for tomorrow, I have no doubt that, once again, you and your clients will file a baseless pleading at the 11th hour.

Kathryn N. Lewis, Esq.

Partner

Kitroser Lewis & Mighdoll

Main 561.721.0600 Direct 561.614.6746

304. At the July 14, 2026 UMC Appearance without Notice to Eliot Bernstein or Eric Cvelbar as attorney for BFR, LLC, Judge Feuer simply “muted” the Plaintiffs from even introducing themselves much less being heard according to due process.

Florida Authority Establishing that a Party Seeking Standing or "Interested Person" Status Is Entitled to Due Process and an Opportunity to Be Heard On the issue of Standing which was fundamentally denied by Judge Schossberg Feuer as the Kitroser Lewis firm attempted to do an end run around Guardian and Lis Pendens law which reasonably appears to be the product of ex parte communication and coordination.

305. Plaintiffs BFR and Eliot Bernstein were clearly denied due process by Judge Feuer who had minimal history of the allegations and could not possibly have addressed a lengthy Quiet Title complaint in 5 minutes with detailed fraud allegations which simply appear as pre determined prejudged collusion between Judge Feuer and Defendant Ciadella and Mitch Kitroser that wasn't even in the best interests of the Ward the Judge was obligated to protect.

306. Florida law recognizes that the determination of whether a person has standing or qualifies as an "interested person" is itself a judicial

determination that must be made through procedures consistent with due process.

307. In **Hayes v. Guardianship of Thompson**, the Florida Supreme Court held that standing in a guardianship proceeding depends upon whether the applicable statutes or probate rules entitle the person to notice of the proceeding or authorize the person to file an objection. The Court explained:

308. "If the person is entitled to notice or is authorized to file an objection, that person has standing to participate in the guardianship proceeding."

309. The Court further recognized that standing is determined by whether the person has a legally cognizable interest that may be affected by the outcome of the proceeding. Thus, standing cannot simply be assumed away by opposing counsel or ignored by the court; it must be determined by the court based upon the applicable statutes and rules.

310. Clearly Plaintiffs Eliot Bernstein and BFR would be affected by the outcome of the proceeding and should have been heard on standing.

311. In **Rudolph v. Rosecan**, 154 So. 3d 381 (Fla. 4th DCA 2014) the Fourth District explained that whether someone is an "interested person" depends upon whether that person's interests may be affected by the outcome of the particular proceeding. The Court emphasized that the determination is

fact-specific and must be made by examining the person's legally protected interest in the proceeding.

Application to the Present Matter

312. Here, BFR filed a Notice of Appearance asserting a legally protected interest in the subject property based upon pending litigation and a recorded lis pendens. No motion to strike BFR's appearance was filed, and the Court never ruled that BFR lacked standing or was not an interested person. Nevertheless, BFR's counsel and representatives were prevented from presenting argument and were muted during the hearing before any judicial determination of standing was made.

313. Under **Hayes**, the Court was required to determine whether BFR's asserted interest entitled it to participate in the proceeding. Under **Zelman**, once a party asserts a basis for standing and participation, any determination affecting that participation must comport with due process by providing a meaningful opportunity to be heard. Preventing BFR from presenting its standing argument before effectively excluding it from the proceeding deprived BFR of the very hearing necessary to resolve the standing issue itself and is inconsistent with the due process protections recognized by the

US Constitution, the Florida Supreme Court and the Fourth District Court of Appeal.

314. By denying due process and refusing to determine standing before excluding BFR from participation; denying BFR a meaningful opportunity to be heard; proceeding toward authorizing the sale of property while related litigation concerning title, jurisdiction, and alleged fraud remains pending; allegedly depriving BFR of procedural due process in connection with asserted property interests.

315. Plaintiffs further contend that declaratory relief is unavailable or inadequate because the constitutional deprivation is ongoing and the proposed judicial sale threatens immediate and irreparable injury before appellate review can provide an effective remedy.

The Guardianship Court Had an Independent Duty to Protect the Ward Before Authorizing the Sale of the Subject Property

316. The Guardianship Court's paramount obligation is to protect the Ward, preserve the Ward's property, and ensure that every action taken by the Guardian is in the Ward's best interests. §§ 744.102, 744.361, and 744.441, Fla. Stat. Unlike ordinary civil litigation, a guardianship court functions as a court of equity charged with continuous supervision of the Guardian and the Ward's estate. *Hayes v. Guardianship of Thompson*, 952 So. 2d 498 (Fla.

2006); LeWinter v. Guardianship of LeWinter, 606 So. 2d 387 (Fla. 3d DCA 1992).

317. The Court Should Have Considered Whether the Ward Was Ever Properly Adjudicated Incapacitated as Chapter 744 requires that a determination of incapacity be made only after compliance with the statutory procedures, including an adjudicatory hearing and findings supported by the evidence. The validity and scope of a guardian's authority derive from that adjudication.

318. If, as alleged, no lawful fact-finding hearing determining incapacity was ever conducted before the appointment or continuation of the guardianship, that issue directly concerns the extent of the Guardian's authority to make irrevocable decisions concerning the Ward's property and should have been addressed before authorizing the sale of the Ward's principal asset.

The Court Had a Duty to Consider Evidence That the Ward Desired a Different Resolution.

319. The Ward allegedly executed sworn, notarized statements expressing her desire to resolve the dispute with BFR through settlement rather than through the forced sale of the property.

320. Those statements were material evidence bearing directly upon the Ward's wishes, the Ward's best interests, and whether liquidation of the

property represented the least restrictive and most beneficial course of action.

321. The Florida Guardianship Code seeks to preserve the autonomy and expressed preferences of incapacitated persons whenever reasonably possible. §§ 744.1012 and 744.102, Fla. Stat. Accordingly, the Court should have considered the Ward's expressed wishes before approving an irreversible sale.

III. The Court Should Have Considered Allegations That the Guardian's Counsel Had Conflicts Affecting Their Recommendation.

322. BFR has alleged in separate litigation that the law firm representing the Guardian possessed knowledge of alleged fraud committed during the foreclosure proceedings, including allegations that counsel involved in the foreclosure concealed the death of Plaintiff Walter Sahm for more than one year, failed to substitute the proper party before obtaining Final Judgment, and continued prosecuting the foreclosure as though Mr. Sahm remained alive.

323. Those allegations further contend that the Guardian's counsel failed to disclose those matters to the guardianship court while simultaneously requesting authority to sell the same property affected by that allegedly defective foreclosure.

324. The Court was not required to determine the truth of those allegations during the guardianship proceeding. However, because the allegations directly implicated the Guardian's fiduciary duties, the proposed sale of the Ward's principal asset, and potential conflicts of interest, they were material considerations that warranted judicial inquiry before authorizing the transaction.

325. The Court Should Have Considered the Pending Litigation Affecting Title at the time of the hearing but this did not occur because of the egregious due process violations.

326. Although Section 702.036, Florida Statutes, governs the finality of foreclosure judgments and the protection of title acquired through foreclosure, the statute is highly relevant to the Guardian's Petition to Sell because the very validity of the foreclosure judgment and the resulting title is presently being challenged in multiple pending proceedings.

327. Section 702.036 Recognizes That Certain Challenges to a Foreclosure Judgment Survive the Entry of Final Judgment

328. Section 702.036 reflects the Legislature's attempt to balance two competing interests:

329. The finality and marketability of title obtained through foreclosure; and

330. The preservation of claims where the foreclosure judgment was procured without jurisdiction, through fraud, or without constitutionally adequate service of process.
331. The statute expressly recognizes that not every foreclosure judgment is immune from later challenge. Rather, challenges based upon lack of personal jurisdiction, defective service, fraud upon the court, and other jurisdictional defects may remain viable under Florida law.
332. The Pending Appeals and Quiet Title Action Directly Challenge the Validity of the Foreclosure Judgment.
333. Unlike a routine post-judgment dispute, the foreclosure judgment in this matter is presently under direct appellate review in the Fourth District Court of Appeal, Case No. 4D2026-0167. A related appeal is also pending before the bankruptcy appellate court.
334. Additionally, a separate action seeking to quiet title has been filed together with a recorded Notice of Lis Pendens.
335. **An Official Transcript of the Guardian proceedings ordered by Inger Garcia for September of 2023 on a motion by the Kitroser firm to rehire Sweetapple had approximately 18 Minutes of hearing altered, cut out or deleted. Mr. Hall brought this to the attention of Judge Schosberg Feuer who succeeded Judge Burton in the Guardian case.**

336. Judge Feuer according to Plaintiff Hall was hostile to the truth and adverse to the Ward Patricia Sahm, Sr. acting in favor of the Kitroser firm at almost all prior proceedings and certainly on July 14, 2026.

337. Prospective Injunctive Relief is proper against Judge Feuer and the 4th DCA.

**COUNT 1 FOR DECLARATORY PROSPECTIVE INJUNCTIVE
RELIEF AGAINST STATE JUDGE SCHOSSMAN FEUEER AND
THE 4TH DCA**

338. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1-283 as if specifically repeated herein.

339. Plaintiffs seek prospective injunctive relief against Judge Schossberg Feuer in both the Guardian Case where BFR and Eliot Bernstein were denied fundamental due process and in the Shirley Trust case where the Judge's hostility to addressing related fraud from the Guardian cases and actions in favor of defendants involved with the fraud make her improper as a Constitutional Judicial officer in that case.

340. Plaintiffs further seek prospective Injunctive Relief against the 4th DCA in All Eliot Bernstein matters. See Feaman FBI Exhibit 1.

**COUNT 2
AS AGAINST PRIVATE DEFENDANTS ONLY FOR DUE PROCESS
DAMAGES**

341. Plaintiffs repeat and reallege each and every paragraph in Paragraphs 1-283 as if specifically repeated herein.

342. Defendant Weppenens were specifically aware of the Quite Title and fraud allegations yet continued to market the property in violation of Guardian law and procedure together with the Kitroser defendants.

343. The Kirroser Lewis defendants repeatedly acted to keep any of the fraud information by Sweetapple in the Final Judgment of Foreclosure away from the Guardian Court first of Judge Burton and then Judge Schossberg Feuer.

344. The Kitroser Lewis defendants submitted a False Order in that case against Patty Sahm, Jr. designed to silence her as a witness in addition to Pat Sahm, Sr. where they orchestrated and acted to deny any fact finding hearings.

345. The Kitroser Lewis defendants specifically submitted false and misleading evidence to the 4th DCA against BFR Manager Kevin Hall falsely claiming he was represented by attorney Garcia while withholding exhibits they had in the Guardian case and evidence of text messages showing they knew and had reason to know this was false.

346. The Rose and Ted Bernstein defendants acted in concert with Sweetapple in the taking of the false Final Judgment of Foreclosure in Walter Sahm's name as if alive when known to be deceased while also knowing Service on

BFR was improper and Sweetapple had taken a false Default Judgment all while concealing the conflict that Judge Kastranake's son was working for the Alan Rose firm while Kastranakes was issuing the False Final judgment.

347. Plaintiffs seek damages for due process conspiracy and punitive damages for wrongs lasting multiple years of \$2 million dollars together with costs, interests and fees allowed by law.

PLAINTIFFS DEMAND TRIAL BY JURY

WHEREFORE Plaintiffs demand judgment in their favor on both Counts as follows:

Count 1 - Prospective Injunctive relief against State Judge Schossberg Feuer in the related Guardianship case where Plaintiffs should have standing and the related Shirley Bernstein Trust Case and Prospective Injunctive Relief against the entirety of the 4th DCA where cases should be Transferred to a different District Court of Appeal and;

Count 2 - Judgment in the amount of \$2,000,000.00 in damages herein and such costs, interests and fees as may be allowed by law.

And such other and further relief as allowed by law.

Dated: August 6, 2026

/s/ Eric Cvelbar

Bar Number: 166499

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EXHIBIT 1
ATTORNEY PETER FEAMAN FBI LETTER WEST PALM BEACH
MAY 2016

The Law Offices
of
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May 4, 2016

VIA FED EX

Federal Bureau of Investigation
505 South Flagler Street, Suite 500
West Palm Beach, FL 33401

Re: White Collar Crimes Division

Dear Special Agent:

I recently spoke to your office and reported that I had information concerning potential white collar crimes. I was informed that someone from the White Collar Crimes Division would get back to me. Since I have not been contacted, I am taking the liberty of sending this package of information on:

1. Robert L. Spallina, formerly licensed as an attorney in the state of Florida; and
2. Mr. Spallina's client, Theodore Bernstein, a/k/a Ted S. Bernstein.

--- Background Facts ---

Robert L. Spallina was an attorney licensed to practice law in the state of Florida. During the relevant time period (2012 through 2015) he practiced law at the law firm of Tescher and Spallina, P.A., located in Boca Raton, Palm Beach County, Florida. Ted S. Bernstein was a client of Robert Spallina. Ted Bernstein introduced Mr. Spallina to his father and mother, Simon Bernstein and Shirley Bernstein, for the preparation of estate planning documents, including a Last Will & Testament and a Trust.

Shirley Bernstein passed away on December 8, 2010. A probate estate was opened in Palm Beach County Circuit Court shortly thereafter. Her husband, Simon Bernstein later passed away on September 13, 2012. A probate estate was opened by Mr. Spallina in Palm Beach County Circuit Court shortly thereafter.

Federal Bureau of Investigation
May 4, 2016

The conduct complained of in this submission arises out of the conduct of Messrs. Spallina and (Ted) Bernstein in connection with the administration and handling the estates of both Shirley Bernstein and Simon Bernstein.

I. Presentation of Fraudulent Documents to the Circuit Court of Palm Beach County in connection with the Estate of Shirley Bernstein.

In 2014, Robert Spallina admitted to Judge Martin Colin, Circuit Court Judge of Palm Beach County Probate Court, Delray Beach branch, that his employee, Kimberly Moran, fraudulently notarized the signature of Simon Bernstein and forged the signature of Simon Bernstein because Simon Bernstein was deceased at the time of the forging of the signature and the fraudulent notarization of the forged signature. A copy of the fraudulently notarized document of the forged signature of Simon Bernstein is attached hereto as **Exhibit "1."** Kimberly Moran subsequently pleaded guilty of a third-degree felony. She remained in the employ of Tescher and Spallina, P.A.

At the time, Judge Colin opined that he had probably heard enough to read Mr. Spallina his Miranda rights. Incredibly, Judge Colin failed to take any action with regard to the conduct which took place in his court. The relevant pages of the hearing transcript (pages 15, 16) are attached hereto as **Exhibit "2."** There were actually six (6) forged signatures submitted by Mr. Spallina and six (6) fraudulent notaries which involved the five adult children of Simon Bernstein wherein their signatures were fraudulently notarized. The five adult children are:

1. Theodore Bernstein
2. Pamela Beth Simon
3. Eliot Bernstein
4. Lisa Friedstein
5. Jill Iantoni

On December 15, 2015, Mr. Spallina admitted under oath that he submitted these fraudulently notarized documents to the Court when he testified as follows:

Question: What law firm submitted those documents to the Court?

Answer (by Mr. Spallina): Tescher and Spallina, P.A.

Question: Are you a partner in that firm?

Answer: I was.

Question: Did Tescher and Spallina law firm submit Kimberly Moran's forged and fraudulent waivers to the Court?

The Court: He already said he did.

Federal Bureau of Investigation
May 4, 2016

Question: Did your office -- did you submit documents to close the Estate of Shirley with Simon as the Personal Representative at the time Simon was dead?

Answer: We did.

Question: So Shirley's Estate was closed by a dead Personal Representative. Can you give me a time when the estate was closed by Simon while he was dead?

Answer: I believe it was October, November, 2012.

Answer: We filed all of the waivers originally with the Court all signed by the appropriate parties and the Court kicked those back and she forged and notarized new documents and sent them to the Court...

The relevant pages of the transcript (pages 105-106) are attached hereto as **Exhibit "3."**

II. Fraudulent Altering of a Trust Document (Shirley Bernstein Trust) and then Submission of the Fraudulently Altered Trust Document through the U.S. Mail.

On or about January, 2013, Robert Spallina, acting as counsel on behalf of the Shirley Bernstein Trust, responded to an inquiry from a Christine Yates, attorney-at-law, who, at the time, was representing one of the five Bernstein children (Eliot Bernstein). Ms. Yates asked Mr. Spallina to send to her a copy of the Shirley Bernstein Trust. Mr. Spallina altered the Trust document to mislead Christine Yates as to who the intended beneficiaries of the Shirley Bernstein Trust were. Mr. Spallina admitted to the Palm Beach County Sheriff's office that he fraudulently altered the document and submitted it to attorney Yates. A copy of the Sheriff's report is attached hereto as **Exhibit "4."**

Mr. Spallina admitted to this under oath, testifying on December 15, 2015, where he admitted that he mailed the "fraudulently signed document to Christine Yates, the attorney for Eliot Bernstein's minor children." At page 96 of the transcript, a copy of which is attached hereto as **Exhibit "5,"** Mr. Spallina admits the following:

Question: Did you mail a fraudulently signed document to Christine Yates, the attorney for Eliot Bernstein's minor children?

Witness: Yes.

III. Attempted Fraud on Heritage Union Insurance Company

Federal Bureau of Investigation
May 4, 2016

Simon Bernstein died on September 13, 2012. At that time, it was alleged that there was in existence an insurance trust allegedly entitled, "The Simon Bernstein Irrevocable Insurance Trust dated 6/21/1995." At the time of his death, Simon owned a life insurance policy issued by Heritage Union Life Insurance Company with a face amount of approximately \$1,750,000.00. In order to fraudulently convince Heritage to pay the \$1.75 million death benefit to this so-called Irrevocable Insurance Trust, Mr. Spallina wrote, in September, 2012, that he was the Trustee of the Irrevocable Insurance Trust. The insurance company responded on October 9, 2012 requesting a copy of the Trust Agreement and any Amendments. On November 1, 2012, Robert Spallina replied to the insurance company, enclosing a "Claimant Statement" where he signed as the Trustee of the Simon Bernstein Irrevocable Insurance Trust. A copy of the November 1, 2012 letter, including his fraudulent statement that he was the Trustee is attached hereto as **Exhibit "6."**

On December 6, 2012, Mr. Spallina again wrote to the Heritage Union Life Insurance Company and continued his attempt to fraudulently coax the death benefit out of the insurance company, requesting that "the proceeds from the Heritage policy (be) released to our firm's trust account..." A copy of this letter is attached hereto as **Exhibit "7."** Thereafter, the insurance company simply placed the money in the Registry of the Court and washed its hands of it.

--- TED BERNSTEIN ---

At all times, Ted Bernstein was aware of Mr. Spallina's false representations concerning Mr. Spallina posing as the purported Trustee of the purported Life Insurance Trust. When Mr. Spallina was unable to convince Heritage to pay the death benefit to him or his trust account, Ted Bernstein picked up the fraud where Mr. Spallina left off. Ted Bernstein is now continuing the fraud. In U.S. District Court in Illinois, Bernstein now alleges that he is the Trustee of the same insurance trust that Robert Spallina represented he was the Trustee! A copy of the first three pages of Plaintiff's First Amended Complaint filed in U.S. District Court in the Northern District of Illinois is attached hereto as **Exhibit "8."** Ted Bernstein represents to the Court that he is the Trustee of the Simon Bernstein Irrevocable Insurance Trust dated 6/21/95. The so-called insurance trust has never been located, and not even a copy of it has been produced anywhere.

IV. Wrongful Distribution of Real Estate Sale Proceeds under the Shirley Bernstein Trust

As set forth above, Shirley Bernstein died on December 8, 2010. She left a Trust which held title to an oceanfront condominium in Boca Raton. On April 18, 2013, that condominium was sold for approximately \$1,400,000.00. The proceeds of the sale (over half a million dollars) were distributed in direct contravention to the language of her Trust. Specifically, the Trust language specifically disinherited and excluded two of Shirley's five children, Pam Simon and Ted Bernstein, and their respective children. Notwithstanding the plain language of the Shirley Bernstein Trust, and the statement provided by Spallina to the Sheriff of Palm Beach County [**Exhibit 4**], the proceeds of the sale of the condominium were distributed to, among others, the children of Pam Simon and Ted Bernstein. Ted Bernstein directed this wrongful distribution, then lied to the Palm Beach County Sheriff about it, saying the Trust allowed it.

Federal Bureau of Investigation
May 4, 2016

Donald Tescher, Spallina's law partner and the attorney for the Personal Representatives of the Estate (who were Mr. Tescher and Mr. Spallina), wrote on January 14, 2014 that the proceeds should not have been distributed to Pam Simon or Ted Bernstein or their respective children. A copy of the January 14, 2014 letter is attached hereto as **Exhibit "9."** (See paragraph 2.) As a result of that wrongful distribution, Donald Tescher resigned from any further representation in all matters relating to the estates and trusts of Simon Bernstein and Shirley Bernstein. (See paragraph 2 on page 2 of the letter.) That letter also makes reference to the correspondence in January of 2013, where there was a fraudulent modification to the language of the Trust. (See section II, above.)

V. Missing Personal Property from the Estate of Simon Bernstein

Shortly after the death of Simon Bernstein, an appraisal of the personal property was prepared. A copy of this appraisal is attached hereto as **Exhibit "10."** Sometime later, a new appraisal was submitted. Numerous items of personal property have simply disappeared during the time that Tescher and Spallina were Personal Representatives of the Estate. A copy of the new appraisal is attached hereto as **Exhibit "11."** Additionally, the jewelry insurance Declarations Page and Schedule of Items is attached as **Exhibit "12."**

VI. Spallina Pleads Guilty to Violating Federal Securities Laws

On September 16, 2015, Mr. Spallina pled guilty to an insider trading crime in the U.S. District Court for the District of New Jersey and has now voluntarily given up his law license. See Consent Decree and Final Judgment attached hereto as **Composite Exhibit "13."**

Thereafter, on December 15, 2015, Mr. Spallina stated under oath that he had not been found guilty of any crime. This was a false statement under oath. See transcript attached as **Exhibit "14."** This testimony also violates paragraph 12 of the Consent Decree.

All of the foregoing is submitted in order to bring this to the attention of law enforcement. Thank you.

Very truly yours,

PETER M. FEAMAN, P.A.

By: 

Peter M. Feaman

PMF/mk
Enclosures

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN, Probate Division
Deceased. Division

2012 OCT 24 PM 1:31
SHIRLEY B. BERNSTEIN
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR
DISCHARGE; AND RECEIPT OF BENEFICIARY AND
CONSENT TO DISCHARGE**

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By:


SIMON L. BERNSTEIN

April 09, 2012 Alleged Signature of Simon Bernstein. Note, in the un-notarized document the date number 9 crosses the date line and the two separators // for day/year cross the date line, in the notarized document the entire date and separators never cross the date line, indicating these are wholly dissimilar documents regarding the date. That in the un-notarized document date, the 2 in the year 12 is closed at the bottom and in the notarized document the 2 is open at the bottom, making them appear dissimilar documents. That the Signature of Simon appears wholly dissimilar as the S in Simon in the un-notarized waiver crosses through the word "Beneficiary" and in the notarized Waiver it never touches the word "beneficiary." The S in Simon in the un-notarized Waiver never touches the signature line and in the notarized Waiver the S rests on the signature line. That Simon was deceased in November 2012 when Moran notarized the Waiver at the Court's request and therefore this cannot be Simon's signature, especially if it is dissimilar to the alleged April 09, 2012 Waiver and the notarization took place in November 2012.

Therefore, Moran did not just affix a stamp to the alleged original document. Moran recreated the document and added the date and the signature and forged the signatures as that cannot be Simon's signature on the Notarized Document after he was deceased. Therefore, Moran did not just affix a stamp to the alleged original Waiver allegedly signed in April. Moran instead recreated the Waiver and added the date, forged the signature and therefore these are dissimilar Waivers and Prima Facie evidence of Forgery and Fraud. As the Waiver was submitted to the Probate court constitutes alleged Fraud on the Court and more. The Notary is also fraudulent as Simon could not have appeared on April 09, 2012.

UN-NOTARIZED WAIVER SIGNATURE AND DATE

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Note that "S" in Simon crosses through the "ici" in "Beneficiary and circles "iciary" in beneficiary

Beneficiary

Note remainder of signature above signature line

By:

SIMON L. BERNSTEIN

Note the "S" in Simon crosses through the "MO" the Print Name

Note that the "9" and the separators "/" for date/year touch the date line.
Note the bottom of the 2 is closed.

NOTARIZED WAIVER SIGNATURE AND DATE

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Note the "S" in Simon crosses through the "N" and "L" NOT the "MO" in the Print Name.

Note that the "9" and the separators "/" for date/year DO NOT touch the date line. Note the bottom of the 2 is NOT closed.

Beneficiary

Note remainder of signature BELOW signature line

By:

SIMON L. BERNSTEIN

Sworn to before me on April 9, 2012 by SIMON BERNSTEIN, who is personally known to me as identification.

or who produced

(Affix Notarial Seal)



Kimberly Moran
Notary Public State of Florida

Note the date change not initialed that it was changed and by who

Note that "S" in Simon DOES NOT cross through the word "Beneficiary" at all and DOES NOT circle "iciary" in

In Re_ The Estate of Shirley Bernstein.txt

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

2 PROBATE/GUARDIANSHIP DIVISION IY

3 CASE NO.: 502011CP000653XXXXSB

IN RE: THE ESTATE OF:

4 SHIRLEY BERNSTEIN,
Deceased

5 _____/
ELIOT IVAN BERNSTEIN, PRO SE,

6 Petitioner,

vs.

7

8 TESCHER & SPALLINA, P.A., (AND ALL PARTNERS,
ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA
(BOTH PERSONALLY & PROFESSIONALLY); DONALD
9 R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY);
THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL
10 REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH
PERSONALLY & PROFESSIONALLY); AND JOHN AND JANE
11 DOE'S (1-5000),

Respondents.

12 _____/
13 TRANSCRIPT OF PROCEEDINGS

14 BEFORE

15 THE HONORABLE MARTIN H. COLIN

16

17 South County Courthouse
200 West Atlantic Avenue, Courtroom 8
18 Delray Beach, Florida 33344

19

20 Friday, September 13, 2013
1:30 p.m. - 2:15 p.m.

21

22

23

24 Stenographically Reported By:
JESSICA THIBAUT

25

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00002

1 APPEARANCES

2

3 On Behalf of the Petitioner:

4 ELIOT IVAN BERNSTEIN, PRO SE

2753 NW 34th Street

5 Boca Raton, Florida 33434

6

In Re_ The Estate of Shirley Bernstein.txt

MR. MANCERI: That's when the order was signed, yes, your Honor.

THE COURT: He filed it, physically came to court.

MR. ELIOT BERNSTEIN: Oh.

THE COURT: So let me see when he actually filed it and signed the paperwork. November. What date did your dad die?

MR. ELIOT BERNSTEIN: September. It's hard to get through. He does a lot of things when he's dead.

THE COURT: I have all of these waivers by Simon in November. He tells me Simon was dead at the time.

MR. MANCERI: Simon was dead at the time, your Honor. The waivers that you're talking about are waivers from the beneficiaries, I believe.

THE COURT: No, it's waivers of

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accountings.

MR. MANCERI: Right, by the beneficiaries.

THE COURT: Discharge waiver of service of discharge by Simon, Simon asked that he not have to serve the petition for discharge.

MR. MANCERI: Right, that was in his petition. When was the petition served?

THE COURT: November 21st.

MR. SPALLINA: Yeah, it was after his date of death.

THE COURT: Well, how could that happen legally? How could Simon --

MR. MANCERI: Who signed that?

THE COURT: -- ask to close and not serve a petition after he's dead?

MR. MANCERI: Your Honor, what happened was is the documents were submitted with the waivers originally, and this goes to Mr. Bernstein's fraud allegation. As you know, your Honor, you have a rule that you have to have your waivers notarized. And the original waivers that were submitted were not notarized, so they were kicked back by the clerk. They were then notarized by a staff person from Tescher and Spallina admittedly in error. They

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In Re_ The Estate of Shirley Bernstein.txt
1 should not have been notarized in the absentia
2 of the people who purportedly signed them. And
3 I'll give you the names of the other siblings,
4 that would be Pamela, Lisa, Jill, and Ted
5 Bernstein.

6 THE COURT: So let me tell you because I'm
7 going to stop all of you folks because I think
8 you need to be read your Miranda warnings.

9 MR. MANCERI: I need to be read my Miranda
10 warnings?

11 THE COURT: Everyone of you might have to
12 be.

13 MR. MANCERI: Okay.

14 THE COURT: Because I'm looking at a
15 formal document filed here April 9, 2012,
16 signed by Simon Bernstein, a signature for him.

17 MR. MANCERI: April 9th, right.

18 THE COURT: April 9th, signed by him, and
19 notarized on that same date by Kimberly. It's
20 a waiver and it's not filed with The Court
21 until November 19th, so the filing of it, and
22 it says to The Court on November 19th, the
23 undersigned, Simon Bernstein, does this, this,
24 and this. Signed and notarized on April 9,
25 2012. The notary said that she witnessed Simon

♀
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1 sign it then, and then for some reason it's not
2 filed with The Court until after his date of
3 death with no notice that he was dead at the
4 time that this was filed.

5 MR. MANCERI: Okay.

6 THE COURT: All right, so stop, that's
7 enough to give you Miranda warnings. Not you
8 personally --

9 MR. MANCERI: Okay.

10 THE COURT: Are you involved? Just tell
11 me yes or no.

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the
14 transaction?

15 MR. SPALLINA: I was involved as the
16 lawyer for the estate, yes. It did not come to
17 my attention until Kimberly Moran came to me
18 after she received a letter from the Governor's
19 Office stating that they were investigating
20 some fraudulent signatures on some waivers that
21 were signed in connection with the closing of

3

Direct Cross Vol 1
December 15, 2015

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE No. 502014CP003698XXXXNB

TED BERNSTEIN,

Plaintiff,

-vs-

DONALD R. TESCHER, ELIOT IVAN BERNSTEIN,
LISA SUE FRIEDSTEIN, JILL MARLA IANTONI, et al.,

Defendants.

ORIGINAL

TRIAL BEFORE THE HONORABLE
JOHN L. PHILLIPS
VOLUME 1 PAGES 1 - 114

Tuesday, December 15, 2015
North County Courthouse
Palm Beach Gardens, Florida 33410
9:43 a.m. - 4:48 p.m.

Reported By:
Shirley D. King, RPR, FPR
Notary Public, State of Florida
West Palm Beach Office Job #1358198 - VOL 1

1 BY MR. BERNSTEIN:

2 Q. What law firm submitted those documents to the
3 court?

4 A. Tescher & Spallina, P.A.

5 Q. Are you a partner in that firm?

6 A. I was.

7 Q. So your firm that you were a partner with sent
8 in documents that were fraudulent to the court?

9 MR. ROSE: Objection. Cumulative.

10 THE COURT: Sustained.

11 BY MR. BERNSTEIN:

12 Q. Did Tescher & Spallina law firm submit
13 Kimberly Moran's forged and fraudulent document waivers
14 to the court?

15 MR. ROSE: Objection. Cumulative.

16 THE COURT: He already said he did.

17 MR. BERNSTEIN: What is that?

18 THE COURT: Cumulative means you've already
19 had that answer given.

20 MR. BERNSTEIN: No, I didn't have that.

21 THE COURT: He's already said that he did.

22 MR. BERNSTEIN: I'm asking if they deposited
23 them with the court.

24 THE COURT: And he said they didn't.

25 MR. BERNSTEIN: Well, I asked him, and he

1 said --

2 THE COURT: I won't argue with you. Do you
3 want to go on to the next item or not?

4 MR. BERNSTEIN: Oh, okay, I do.

5 THE COURT: Okay. Next question, please.

6 BY MR. BERNSTEIN:

7 Q. Did your office -- did you submit documents to
8 close the estate of Shirley with Simon as the personal
9 representative at a time Simon was dead?

10 A. We did.

11 Q. You did? Excuse me? I didn't hear an answer.

12 A. I said yes.

13 Q. So Shirley's estate was closed by a dead
14 personal representative.

15 Can you give me the time that the estate was
16 closed by Simon while he was dead?

17 MR. ROSE: Objection. Argumentative.

18 THE COURT: Overruled.

19 You can answer.

20 THE WITNESS: I believe it was October,
21 November 2012.

22 BY MR. BERNSTEIN:

23 Q. Do you want to check your records on that?

24 A. I believe it was after his death. I know he
25 died September 13, 2012. And we had received late from

CASE NO. 14029489

PALM BEACH COUNTY SHERIFF'S OFFICE
OFFENSE REPORT

PAGE 5

CASE NO. 14029489

DISPOSITION: ZULO

ROLE:

OTHER ROLE NO. 18

NAMES LAST

REAL... CUNHA

FIRST
JAMESMIDDLE
SJ/S R/S
W M

DOB

ADDRESS	NO.	STREET	STX	DIR	APT#	CITY	ST	ZIP
BUSINESS	250	AUSTRALIAN	AV	S	1402	WEST PALM BEACH	FL	33401

PHONE #s	HOME	OTHER	BUSINESS
	(818) 000 0000	(561) 000 0000	(561) 429 3924

ON 01/21/14 AT 1:45 PM I MET WITH ROBERT SPALLINA AND HIS ATTORNEY DAVID ROTH. SGT. DAVID GROOVER WAS ALSO PRESENT DURING THE INTERVIEW, WE MET AT THE PALM BEACH COUNTY SHERIFF'S OFFICE, DISTRICT 1 CONFERENCE ROOM, WHICH IS LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FL. ROBERT SPALLINA STATED THAT HE AND HIS PARTNER, DONALD TESCHNER, MET SIMON AND SHIRLEY BERNSTEIN IN 2007. HE SAID THAT IN 2008 THE BERNSTEIN'S CAME TO THE TESCHNER AND SPALLINA FIRM. HE SAID THAT THEY (THE ATTORNEY'S OFFICE) CREATED WILLS AND TRUSTS FOR BOTH SIMON AND SHIRLEY IN 2008, AMONG OTHER PLANNING. SPALLINA TOLD US THAT SIMON HAD BEEN IN THE INSURANCE BUSINESS FOR 40 YEARS.

HE SAID THAT THE SUBJECT OF THE FIRST MEETINGS WAS THE SALE OF THE INSURANCE BUSINESS DOWN THE ROAD, AS WELL AS MOVING AROUND SOME STOCKS. SPALLINA STATED THE CONVERSATIONS WITH SIMON AND THE THOUGHT PROCESS WAS THAT ONCE SIMON SOLD THE INSURANCE BUSINESS HE OWNED, ALL THE FAMILY WOULD BENEFIT FROM IT (FINANCIALLY). HE SAID THE BUSINESS WAS NEVER SOLD, BUT A LOT OF PLANNING AND PREPARATION WAS DONE FOR IT, TO INCLUDE SETTING UP A FLORIDA LIMITED PARTNERSHIP AND A DELAWARE ASSET PROTECTION TRUST. SPALLINA STATED THAT SIMON WAS ALWAYS CONCERNED WITH CREDITOR PROTECTION. HE SAID THAT IS QUITE COMMON IN THE INSURANCE BUSINESS WORLD.

SPALLINA REITERATED THAT IN 2008, THE LAW FIRM DID THE DOCUMENTS FOR THE WILLS AND TRUSTS. HE STATED THEY (SIMON & SHIRLEY) HAVE FIVE CHILDREN AND 10 GRANDCHILDREN, AS WELL AS A STEP-GRANDCHILD.

SPALLINA SAID THAT THE ESTATE PLAN WAS SIMILAR TO MOST OTHERS, IT SAID SHOULD ONE SPOUSE DIE FIRST, THE OTHER WILL RECEIVE EVERYTHING (ALL ASSETS). HE SAID THAT UNDER BOTH TRUSTS, THE INITIAL DOCUMENTS READ THAT UPON THE SECOND DEATH, TWO CHILDREN (TED AND PAM) WERE EXCLUDED. HE TOLD US THIS TOOK PLACE SINCE BOTH TED AND PAM WERE SET UP WITH LIFE INSURANCE BUSINESSES AND THEY WANTED TO MAKE THE REMAINING CHILDREN (ELIOT, LISA, AND JILL) AS WHOLE AS THEY COULD. NOTE: TED WAS WORKING WITH SIMON IN THE INSURANCE BUSINESS

printed by Employee Id #: 8604 on July 23, 2015 10:01:34AM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 6
OFFENSE REPORT
DISPOSITION: KULU

DOWN HERE IN FLORIDA AND PAM RECEIVED A COMPANY IN ILLINOIS.

SPALLINA REITERATED THAT UPON THE DEATH OF THE SECOND SURVIVOR, EVERYTHING FROM BOTH TRUSTS GOES TO JILL, LISA, AND ELIOT ADDING THAT SHIRLEY HAD ONE OTHER STIPULATION IN HER TRUST, WHICH STATED THAT TED'S STEPSON, (MATTHEW LOGAN) RECEIVED \$200,000. HE TOLD ME THAT SHIRLEY HAD A LIKING TO MATTHEW SO SHE ADDED THAT TO HER TRUST, BUT THAT SIMON DID NOT BELIEVE IN THAT, THAT HE FELT EVERYTHING SHOULD GO TO BLOOD (A BIOLOGICAL CHILD). SPALLINA SAID THAT LATER ON IN 2008, SHIRLEY STATED SHE WANTED TO CHANGE HER TRUST DOCUMENTS IN REFERENCE TO THE MONEY LEFT TO MATTHEW LOGAN. HE STATED THAT AN AMENDMENT WAS CREATED, WHICH WAS SIGNED BY SHIRLEY ON NOV. 18, 2008 TAKING LOGAN OUT OF THE TRUST.

SPALLINA STATED THAT HE FELT THAT SIMON'S WISHES OVERRODE SHIRLEY'S IN THIS SITUATION. SPALLINA SAID THAT HE AND KIMBERLY MORAN (HIS EMPLOYEE & A NOTARY) WENT TO SHIRLEY'S HOME FOR THE DOCUMENT TO BE SIGNED. HE SAID THAT RACHEL WALKER, SHIRLEY'S ASSISTANT, WAS PRESENT WHEN THE DOCUMENT WAS SIGNED. SHE AND SPALLINA ARE ON THE DOCUMENT AS WITNESSES, MORAN IS THE NOTARY FOR SHIRLEY'S SIGNATURE. HE TOLD ME THAT WAS THE LAST CHANGE SHIRLEY EVER MADE TO HER DOCUMENTS AND THAT SHE PASSED ON DECEMBER 2010. SIMON WAS STILL ALIVE AND THE TRUST READ THAT EVERYTHING WENT TO HIS BENEFIT. SPALLINA REITERATED THAT HER DOCUMENTS READ THAT UPON SIMON'S DEATH, EVERYTHING (HER ASSETS) WENT TO JILL, LISA, AND ELIOT.

SPALLINA STATED THAT IN 2012, SIMON CONTACTED HIM STATING THAT HE WAS HAVING CONCERNS ABOUT HOW HE HAD ELIMINATED TED AND PAM FROM HIS TRUST. HE STATED THAT IT IS POSSIBLE THAT THESE THOUGHTS CAME ON BECAUSE PAM STARTED SENDING HIM LETTERS. HE SAID THAT SHE (PAM) HAD A LAWYER CONTACT HIS OFFICE AND ASK FOR COPIES OF SHIRLEY'S TRUST DOCUMENTS. SPALLINA SAID THAT HE MET WITH SIMON, WHO SAID THAT HE WAS CONSIDERING CHANGING HIS DOCUMENTS. HE SAID THAT ONE OF THE CHANGES DISCUSSED WAS HOW TO INCLUDE TED AND PAM'S CHILDREN.

SPALLINA STATED THAT SIMON HAD A LIFE INSURANCE POLICY WITH THE BENEFIT OF \$1,600,000. HE SAID THAT THE POLICY READ THAT IF SIMON PASSED BEFORE SHIRLEY SHE RECEIVED THE BENEFIT, BUT IF SHIRLEY PASSED BEFORE HIM, THE FIVE CHILDREN RECEIVED THE BENEFITS ONCE HE PASSED. THIS POLICY ORIGINATED OUT OF ILLINOIS. SPALLINA ADDED THAT THIS POLICY AND ITS DISTRIBUTION OF FUNDS ARE CURRENTLY IN A FEDERAL COURT BATTLE.

SPALLINA STATED THAT A DISCUSSION TOOK PLACE WITH HIM AND SIMON IN 2012; REFERENCE THE FACT THAT SIMON HAD ISSUES ON HOW AND WITH WHOM FUNDS WERE GOING TO BE DISTRIBUTED TO UPON HIS DEATH. HE TOLD ME SIMON WAS HAVING RESERVATIONS ABOUT TED AND PAM NOT BEING IN HIS TRUST, AS WELL AS THAT FACT THAT HE THEN HAD A GIRLFRIEND BY THE NAME OF MARITE PUCCIO THAT HE WANTED TO PROVIDE FOR. HE ADDED THAT NO ONE IN THE FAMILY WAS HAPPY THAT PUCCIO WAS IN SIMON'S LIFE. HE ALSO TOLD ME THAT SIMON WANTED HIS GRANDCHILDREN TO RECEIVE BENEFITS FROM

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PALM BEACH COUNTY SHERIFF'S OFFICE
OFFENSE REPORT

PAGE 7

CASE NO. 14029489

CASE NO. 14029489

DISPOSITION: KULU

THE TRUST.

SPALLINA SAID THAT SIMON FIRST SUGGESTED MAKING BENEFICIARY CHANGES ON THE AFOREMENTIONED LIFE INSURANCE POLICY. SPALLINA SAID THAT HE TOLD SIMON THAT WAS A VERY BAD IDEA. HE TOLD ME THAT THERE WAS SOMETHING CALLED AN EXERCISE OF POWER OF APPOINTMENT, PUT IN BOTH SIMON AND SHIRLEY'S TRUST DOCUMENTS. HE SAID THIS GAVE THE LIVING SPOUSE THE ABILITY TO MAKE CHANGES ON THE DECEASED SPOUSE'S DOCUMENTS. HE SAID THAT HE TOLD SIMON, THAT MAYBE THEY SHOULD EXPLORE OPTIONS WITH THAT. HE SAID SIMON TOLD HIM THAT HE WANTED TO MAKE THE NECESSARY CHANGES TO HAVE BOTH TRUSTS READ THAT THE 10 GRANDCHILDREN WERE THE BENEFICIARIES. HE TOLD ME THAT HE TOLD SIMON (SI AS HE CALLS HIM) THAT HE COULD NOT MAKE THOSE CHANGES TO SHIRLEY'S TRUST BECAUSE SHE HAD WROTE TED AND PAM AND THEIR CHILDREN AS PREDECEASED IN HER TRUST.

SPALLINA REITERATED THAT SIMON CAN DO WHATEVER HE WANTS WITH HIS ESTATE, BUT ALL HE CAN DO WITH SHIRLEY'S TRUST IS GIVE IT TO LISA, JILL, AND ELIOT'S CHILDREN. HE SAID THAT SIMON WAS NOT HAPPY ABOUT THIS. HE SAID THAT SIMON WAS VERY ADAMANT ABOUT LEAVING EVERYTHING IN THE ESTATES TO THE GRANDCHILDREN. HE ALSO SAID THAT HE ADVISED SIMON TO NOT MAKE CHANGES TO THE LIFE INSURANCE POLICY OR THE ESTATES, MAKING PUCCIO A BENEFICIARY. HE STATED THAT THIS WILL ONLY CAUSE PROBLEMS AND CREATE LITIGATION. SPALLINA SAID THE AFOREMENTIONED DISCUSSION AND MEETING TOOK PLACE IN FEBRUARY 2012. HE SAID THE MEETING CONCLUDED WITH SIMON SAYING HE NEEDED TO THINK ABOUT THINGS.

HE TOLD ME THAT THREE MONTHS LATER, SIMON CONTACTED HIM STATING HE KNEW WHAT HE WANTED TO DO. HE SAID THAT SIMON TOLD HIM HE WANTED TO LEAVE HIS INSURANCE POLICY ALONE, BUT THAT HE WANTS BOTH TRUSTS TO GO TO HIS 10 GRANDCHILDREN. SPALLINA SAID THAT HE EXPLAINED TO HIM AGAIN, THAT ONLY HIS TRUST, NOT SHIRLEY'S CAN GO TO BOTH GRANDCHILDREN, UNLESS HE TAKES ALL OF THE ASSETS OUT OF THE SHIRLEY TRUST AND PUTS THEM INTO HIS NAME. HE SAID THE COST OF TAKING THE ASSETS OUT OF SHIRLEY'S TRUST WOULD HAVE BEEN SIGNIFICANT, BECAUSE SHIRLEY'S DEATH OCCURRED BEFORE FEDERAL ESTATE TAX CHANGES TOOK PLACE, SO AS LONG AS IT STAYED IN HER ESTATE IT WOULD BE FREE OF TAX, BUT SHOULD IT GO TO SIMON'S TRUST IT WILL BE TAXED.

THERE WAS ALSO AN ISSUE OF SUBJECTING THE ASSETS FROM SHIRLEY'S ESTATE TO CREDITORS IF IT WENT TO SIMON'S ESTATE. SPALLINA TOLD ME THAT AT THIS TIME, SIMON SAID "GET MY CHILDREN ON THE PHONE". HE SAID THAT SIMON TOLD HIM THAT HE WANTED HIS CHILDREN TO AGREE THAT ALL ASSETS FROM BOTH TRUSTS GO TO THE 10 GRANDCHILDREN. HE SAID THAT SIMON TOLD HIM HE (SIMON) COULD GET THEM TO AGREE. SPALLINA CONFIRMED THAT THIS CONVERSATION OCCURRED ON THE SAME DATE, DURING THE SAME PHONE CALL (CONFERENCE CALL), REGARDING THE WAIVER OF ACCOUNTING FORM FOR SHIRLEY'S ESTATE IN PBSO CASE #13-097087.

FROM A PREVIOUS INVESTIGATION DONE BY ME, I FOUND THAT SIMON SIGNED THE WAIVER OF ACCOUNTING ON 04/09/12, SO IT IS POSSIBLE THAT THE PHONE CALL

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PALM BEACH COUNTY SHERIFF'S OFFICE
OFFENSE REPORT

PAGE 8

PAGE NO. 14029489

CASE NO. 14029489

DISPOSITION: ZULU

OCCURRED ON THAT DATE. I HAD ALSO NOTED IN MY REPORT THAT THERE WAS SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT. SPALLINA SAID THAT DURING THE PHONE CALL, ALL FIVE KIDS AGREED THAT CHANGING THE INHERITANCE OF BOTH ESTATES TO THE GRANDCHILDREN WAS A GREAT IDEA. HE SAID THAT ELIOT SPOKE THE MOST, STATING THINGS SUCH AS, GREAT IDEA DAD, WHATEVER YOU WANT TO DO, WHATEVER MAKES YOU FEEL BEST, WHATEVER IS BEST FOR YOUR HEALTH DAD.

SO, AFTER THE AFOREMENTIONED PHONE CALL, NEW DOCUMENTS WERE DRAWN UP FOR SIMON'S ESTATE. THESE NEW DOCUMENTS GAVE EVERYTHING TO ALL 10 GRANDKIDS. HE ALSO EXERCISED HIS POWER OF SHIRLEY'S ESTATE, LEAVING EVERYTHING TO ALL 10 GRANDKIDS, EVEN THOUGH LEGALLY HE COULD NOT INCLUDE TED AND PAM'S KIDS BECAUSE OF THE PREDECEASED LIMITATION. HE SAID THESE DOCUMENTS WERE EXECUTED AT THE END OF JULY 2012. HE SAID SEVEN WEEKS LATER SIMON DIES, UNEXPECTEDLY. I FOUND THAT SIMON PASSED ON SEPTEMBER 13, 2012 OF A HEART ATTACK.

SPALLINA SAID APPROXIMATELY TWO MONTHS AFTER THAT, HIS OFFICE RECEIVED A REQUEST FROM ELIOT'S ATTORNEY, CHRISTINE YATES, FOR ALL DOCUMENTS RELATING TO SIMON AND SHIRLEY BERNSTEIN, TO INCLUDE DOCUMENTS RELATING TO BERNSTEIN FAMILY REALITY, WHICH OWNS A HOME THAT ELIOT AND HIS FAMILY LIVE IN. HE SAID THAT HIS HOME IS ACTUALLY OWNED AND IS FUNDED BY THREE TRUSTS THAT SIMON CREATED. THE THREE TRUSTS ARE IN THE NAME OF ELIOT'S THREE CHILDREN, (JACK, JAKE, AND DAN).

SPALLINA TOLD ME THAT HE AND HIS PARTNER HAD DISCUSSIONS REFERENCE TO FULFILLING SIMON'S WISHES OF ALL 10 GRANDCHILDREN RECEIVING THE BENEFITS FROM BOTH SIMON AND SHIRLEY'S TRUSTS. HE SAID THAT HE AND HIS PARTNER, DONALD TESCHNER, DISCUSSED DOING A SCRIVENER'S AFFIDAVIT REFERENCE REINSTATING TED AND PAM'S CHILDREN INTO SHIRLEY'S TRUST, SINCE THEIR NOTES WERE UNCLEAR TO AS IF THE GRANDCHILDREN WERE OR WERE NOT DEEMED PREDECEASED, AS TED AND PAM WERE. HE TOLD ME THAT THE DECISION WAS MADE TO NOT DO THE SCRIVENER'S AFFIDAVIT, DUE TO THE CHANCE THAT IT MAY NOT WORK. HE SAID THOUGH, THAT AGAINST HIS BETTER JUDGMENT HE ALTERED THE FIRST PAGE OF THE FIRST AMENDMENT TO THE SHIRLEY BERNSTEIN TRUST AGREEMENT, BEFORE HE TURNED IT OVER TO YATES. THE ORIGINAL WAS MENTIONED EARLIER ON IN THIS REPORT AND STATES THAT SHIRLEY SIGNED IT ON NOVEMBER 18, 2008. IT TOOK MATTHEW LOGAN OUT OF THE TRUST.

SPALLINA SAID THAT THEY NOTICED THAT THE FIRST PAGE OF THE DOCUMENT SKIPPED FROM ONE TO THREE, SO HE TOOK IT UPON HIMSELF TO ADD IN NUMBER TWO, BEFORE SENDING IT TO YATES. THE CHANGE THAT NUMBER TWO MADE TO THE TRUST, AMENDED PARAGRAPH E OF ARTICLE III, MAKING IT READ THAT ONLY TED AND PAM WERE CONSIDERED PREDECEASED, NOT THEIR CHILDREN. HE SAID THE ORIGINAL TRUST STATES THAT TED, PAM, AND THEIR CHILDREN ARE DEEMED PREDECEASED. SPALLINA SAID HE DID THIS AT THIS OFFICE IN BOCA RATON, FLORIDA. HE SAID THAT NO ONE ELSE TOOK PART IN ALTERING THE DOCUMENT. HE SAID THAT HE DID IT TO MAKE SIMON'S WISHES AND THE VERBAL AGREEMENT FROM THE APRIL 2012 PHONE CONVERSATION COME TRUE.

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PALM BEACH COUNTY SHERIFF'S OFFICE
OFFENSE REPORT

PAGE 9

CASE NO. 14029489

CASE NO. 14029489

DISPOSITION: ZULU

SPALLINA STATED THAT ALTHOUGH HE CREATED THE ALTERED FORM AND ATTACHED IT TO THE ORIGINALLY SIGNED/NOTARIZED FORM, HE RECEIVED NO INCOME OR GAIN FROM IT. HE STATED HE SOLELY DID IT TO FULFILL SIMON'S WISHES. HE CONFIRMED THAT THIS ALTERED DOCUMENT DID NOT GET FILED WITH THE COURTS.

SPALLINA STATED THAT AGAINST HIS ADVICE, A DISTRIBUTION WAS MADE FROM ONE OF THE TRUSTS AFTER SIMON'S DEATH. HE STATED THAT HE ADVISED AGAINST THIS AND WHEN SIMON PASSED, A FORMER PARTNER FILED A CLAIM AGAINST THE ESTATE FOR \$2,500,000.

SPALLINA ALSO TOLD ME THAT IN 2006, ALL OF THE GRANDCHILDREN RECEIVED TRUSTS FROM SHIRLEY AND SIMON. HE STATED THAT YATES WAS ACTUALLY THE ATTORNEY FOR ELIOT'S CHILDREN'S TRUSTS. SPALLINA STATED THAT SIMON WANTED ELIOT'S KIDS TO HAVE A HOME, BUT DID NOT WANT THE HOME IN ELIOT'S NAME.

SPALLINA ALSO TOLD ME THAT IN 2009 SIMON CAME TO HIM AND SAID HE IS BUYING A HOUSE FOR ELIOT AND HIS FAMILY TO LIVE IN, BUT HE DOES NOT WANT ELIOT TO OWN THE HOME. HE SAID THAT SIMON TOLD HIM THAT HE WANTED ELIOT'S CHILDREN'S THREE TRUSTS TO OWN THE HOME. HE THEN SET UP A LIMITED LIABILITY COMPANY, WHICH IS BERNSTEIN FAMILY REALTY. HE SAID THAT SIMON SET UP AN ACCOUNT AT LEGACY BANK. HE SAID THAT SIMON FUNDED THE ACCOUNT, TO PAY FOR THE EXPENSES AT THE HOUSE. RACHEL WALKER WAS IN CHARGE OF PAYING THOSE EXPENSES. HE SAID THAT AT SIMON'S DEATH THE ACCOUNT HAD VERY LITTLE MONEY IN IT. HE SAID THIS WAS THE TYPE OF ACCOUNT THAT ONLY ENOUGH MONEY WENT INTO IT EACH MONTH TO COVER THE NECESSARY EXPENSES FOR THE HOME, SUCH AS POWER, WATER, AND MORTGAGE.

SPALLINA STATED THAT PRIOR TO SIMON'S DEATH, HE WAS THE MANAGER OF BFR, BUT AFTER HIS DEATH IT WAS TRANSFERRED TO OPPENHEIMER TRUST COMPANY, BECAUSE NO ONE IN THE FAMILY WANTED TO MANAGE IT. HE STATED THIS WAS BECAUSE NO ONE WANTED TO DEAL WITH ELIOT. HE SAID OTC BECAME THE TRUSTEE AND THE LEGACY BANK ACCOUNT GOT CLOSED OUT SINCE THE ACCOUNT HAD MINIMAL FUNDS IN IT AND SIMON WAS NO LONGER ALIVE TO FUND IT. HE STATED THAT OTC OPENED UP THEIR OWN BFR TRUST ACCOUNT. HE SAID THAT WHEN THIS OCCURRED, THERE WAS APPROXIMATELY \$80,000 IN EACH OF ELIOT'S CHILDREN'S TRUSTS. HE SAID THAT ELIOT STARTED CALLING UP OTC ASKING FOR THEM TO PAY BILLS.

SPALLINA SAID THE PROBLEM IS THAT SINCE NEITHER ELIOT NOR HIS WIFE WERE WORKING, THEY WERE ALSO ASKING FOR THEIR CREDIT CARD BILLS TO BE PAID, ALONG WITH THE NORMAL LIVING EXPENSES. HE STATED THAT THE CREDIT CARD BILLS SHOWED CHARGES TO HIGH END RESTAURANTS, SUCH AS CAPITAL GRILL. SPALLINA SAID THAT DUE TO THE EXPENSES BEING PAID BY THE THREE CHILDREN'S TRUST, TO INCLUDE PRIVATE SCHOOL, THE TRUSTS WERE DRAINED BY AUGUST 2013.

SPALLINA STATED THAT TED BERNSTEIN IS THE TRUSTEE FOR SHIRLEY'S TRUST. HE SAID THAT SHIRLEY HAD A CONDO THAT WAS SOLD FOR \$1,400,000 AND THAT MONEY WENT INTO THE TRUST. HE SAID THAT TED DISCUSSED WITH HIS SIBLINGS, POSSIBLY

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CASE NO. 14029489 PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 10
OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

EXCLUDING ELIOT, THAT THERE WAS CONCERN ABOUT A CREDITOR GETTING SOME OF THE MONEY. HE SAID THAT TED MADE A DISTRIBUTION TO SEVEN OF THE 10 GRANDCHILDREN'S TRUSTS. FOUR OF WHICH INCLUDE TED'S THREE CHILDREN AND PAM'S CHILD. SPALLINA SAID THAT TED ONLY FUNDED SEVEN OF THE GRANDCHILDREN, BECAUSE ELIOT REFUSED TO OPEN ACCOUNTS FOR HIS THREE KIDS SO THAT TED COULD FUND THEM. HE SAID THAT IN SEPTEMBER OF 2013, \$80,000 WAS DISTRIBUTED TO EACH OF THE SEVEN TRUSTS, WHICH IS A TOTAL OF \$560,000. SPALLINA REITERATED THAT TED WAS TOLD TO NOT MAKE DISTRIBUTIONS.

SPALLINA WAS ASKED AND CONFIRMED THAT THE ALTERED DOCUMENT REFERENCE SHIRLEY'S TRUST, IS THE ONLY MISTAKE THAT HE MADE. HE IS NOT AWARE OF ANY OTHER MISTAKES.

I WAS SUPPLIED A COPY OF THE ALTERED DOCUMENT BY SPALLINA ON 01/22/14. THIS NARRATIVE IS NOT A VERBATIM ACCOUNT OF THE INTERVIEW WITH SPALLINA. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH SIMON AND SHIRLEY'S CHILDREN, IN ATTEMPT TO GAIN STATEMENTS FROM THEM.

THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
01/24/14 @ 1153 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

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Direct Cross Vol 1
December 15, 2015

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE No. 502014CP003698XXXXNB

TED BERNSTEIN,

ORIGINAL

Plaintiff,

-vs-

DONALD R. TESCHER, ELIOT IVAN BERNSTEIN,
LISA SUE FRIEDSTEIN, JILL MARLA IANTONI, et al.,

Defendants.

TRIAL BEFORE THE HONORABLE
JOHN L. PHILLIPS
VOLUME 1 PAGES 1 - 114

Tuesday, December 15, 2015
North County Courthouse
Palm Beach Gardens, Florida 33410
9:43 a.m. - 4:48 p.m.

Reported By:
Shirley D. King, RPR, FPR
Notary Public, State of Florida
West Palm Beach Office Job #1358198 - VOL 1

1 Q. Have you been charged with that by the Palm
2 Beach County Sheriff yet?

3 A. No, I have not.

4 Q. Okay. How many times were you interviewed by
5 the Palm Beach County Sheriff?

6 MR. ROSE: Objection. Relevance.

7 THE COURT: Sustained.

8 BY MR. BERNSTEIN:

9 Q. Did you mail a fraudulently signed document to
10 Christine Yates, the attorney for Eliot Bernstein's
11 minor children?

12 MR. ROSE: Objection. Relevance.

13 THE COURT: Overruled.

14 THE WITNESS: Yes.

15 BY MR. BERNSTEIN:

16 Q. And when did you acknowledge that to the
17 courts or anybody else? When's the first time you came
18 about and acknowledged that you had committed a fraud?

19 A. I don't know that I did do that.

20 Q. Well, you just said you went to the Palm Beach
21 County Sheriff and admitted altering a document and put
22 it in the mail.

23 THE COURT: Let me stop you there. If you
24 want to ask the witness questions, you're permitted
25 to do that. If you would like to argue with the

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
1835 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALYAN

TEL: 561-997-7000
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUBOIN
KIMBERLY MOORE
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS

Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, FL 32251

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which is the trust listed as beneficiary of the above referenced policy. We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post. We are unable to locate a copy of the original insurance policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km
ROBERT L. SPALLINA

RLS/km

Enclosures

JCK001277

CLAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- ☐ An original certified death certificate showing the cause of death. Photocopies are not acceptable.
- ☐ The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- ☐ This claim form completed and signed by the claimant(s).

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- If the beneficiary is the Estate of the Insured, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- If the beneficiary is a trust, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- If the beneficiary is a minor, we will require evidence of court appointed guardianship of the Minor's Estate.
- If the policy is collaterally assigned, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- If the primary beneficiary(ies) is (are) deceased, we will require a death certificate for each deceased beneficiary.
- If the policy has a split dollar agreement associated with it, we will require a copy of said agreement.
- If the policy is subject to a Viatical or a Life Settlement transaction, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION			
1. Name of Deceased (Last, First Middle) Bernstein, Simon Leon		2. Last 4 digits of Deceased's Social Security No: 5241	
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nicknames, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s) 1009208		5. If policy is lost or not available, please explain: unable to locate, policy is 30 years old	
6. Deceased's Date of Death 09/13/12		7. Cause of Death natural causes	
8. ☒ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending			
CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section. Simon Bernstein Irrevocable Insurance Trust			
10. Street Address		11. City	
12. State and Zip		13. Daytime Phone Number	
14. Date of Birth		15. Social Security or Tax ID Number	
16. Relationship to Deceased			
17. I am filing this claim as: ☐ an individual who is named as a beneficiary under the policy ☐ a Trustee of a Trust which is named as a beneficiary under the policy ☐ an Executor of Estate which is named as a beneficiary under the policy ☐ Other			
18. Are you a U.S. Citizen? ☐ Yes ☐ No If "No" please list country of citizenship			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No			
CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address		22. City	
23. State and Zip		24. Daytime Phone Number	
25. Date of Birth		26. Social Security or Tax ID Number	
27. Relationship to Deceased			
28. I am filing this claim as: ☐ an individual who is named as a beneficiary under the policy ☐ a Trustee of a Trust which is named as a beneficiary under the policy ☐ an Executor of Estate which is named as a beneficiary under the policy ☐ Other			
29. Are you a U.S. Citizen? ☐ Yes ☐ No If "No" please list country of citizenship			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No			

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.
CLC0012F LIP Claimant Statement Rev 3.0A 11/23/2011 Page 1

JCK001271

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Annual, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent in any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title

Date

Signature of Second Claimant, if any, and Title

Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT:

I/We the undersigned, on oath, depose and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- ☐ 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- ☒ 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- ☐ 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- ☐ 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- ☐ 5. The GST tax may apply. As a result, the death benefit payment is subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 705) for submission to the Internal Revenue Service.

Name of Trust Simon Bernstein Irrevocable Insurance Trust	Date of Trust Agreement 06/01/1995
Date of all Amendments	Trust Tax ID Number 65-678916
Printed Name of Trustee(s) a. Robert L. Spallina	Signature(s)
b.	
c.	
d.	

5000680, 0002712

Spallina signs as trustee - FRAUD

7

DEC-06-2012 04:34PM FROM-TESCHER & SPALLINA

+5619977308

T-034 P.001/003 F-350

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936

Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust.
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate.
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children.
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km
ROBERT L. SPALLINA

RLS/km

Enclosures

JCK001297

DEC-06-2012 04:34PM FROM-TESCHER & SPALLINA

+5619077308

T-834 P.002/003 F-356

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

PROBATE DIVISION

SIMON L. BERNSTEIN,

File No. 570061201004391

Deceased.

IZ

XXXXXS

012 OCT -2 AM 9:31
PALM BEACH COUNTY
SOUTH CITY BRANCH-FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12
months from the date of order

Circuit Judge



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.

THIS 2 DAY OF Oct, 20 12

SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK

Case: 1:13-cv-03643 Document #: 73 Filed: 01/13/14 Page 1 of 12 PageID #:824

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SIMON BERNSTEIN IRREVOCABLE)
INSURANCE TRUST DTD 6/21/95,)
by Ted S. Bernstein, its Trustee, Ted)
Bernstein, an individual,)
Pamela B. Simon, an individual,)
Jill Iantoni, an individual and Lisa S.)
Friedstein, an individual.)

Plaintiff,)

v.)

HERITAGE UNION LIFE INSURANCE)
COMPANY,)

Defendant,)

-----)
HERITAGE UNION LIFE INSURANCE)
COMPANY)

Counter-Plaintiff)

v.)

SIMON BERNSTEIN IRREVOCABLE)
TRUST DTD 6/21/95)

Counter-Defendant)

and,)

FIRST ARLINGTON NATIONAL BANK)
as Trustee of S.B. Lexington, Inc. Employee)
Death Benefit Trust, UNITED BANK OF)
ILLINOIS, BANK OF AMERICA,)
Successor in interest to LaSalle National)
Trust, N.A., SIMON BERNSTEIN TRUST,)
N.A., TED BERNSTEIN, individually and)
as purported Trustee of the Simon Bernstein)

Case No. 13 cv 3643
Honorable Amy J. St. Eve
Magistrate Mary M. Rowland

Case: 1:13-cv-03643 Document #: 73 Filed: 01/13/14 Page 2 of 12 PageID #:825

Irrevocable Insurance Trust Dtd 6/21/95,)
and ELIOT BERNSTEIN)

Third-Party Defendants.)

ELIOT IVAN BERNSTEIN,)

Cross-Plaintiff)

v.)

TED BERNSTEIN, individually and)
as alleged Trustee of the Simon Bernstein)
Irrevocable Insurance Trust Dtd, 6/21/95)

Cross-Defendant)

and,)

PAMELA B. SIMON, DAVID B.SIMON,)
both Professionally and Personally)
ADAM SIMON, both Professionally and)
Personally, THE SIMON LAW FIRM,)
TESCHER & SPALLINA, P.A.,)
DONALD TESCHER, both Professionally)
and Personally, ROBERT SPALLINA,)
both Professionally and Personally,)
LISA FRIEDSTEIN, JILL IANTONI)
S.B. LEXINGTON, INC. EMPLOYEE)
DEATH BENEFIT TRUST, S.T.P.)
ENTERPRISES, INC. S.B. LEXINGTON,)
INC., NATIONAL SERVICE)
ASSOCIATION (OF FLORIDA),)
NATIONAL SERVICE ASSOCIATION)
(OF ILLINOIS) AND JOHN AND JANE)
DOES)

Third-Party Defendants.)

PLAINTIFFS' FIRST AMENDED COMPLAINT

NOW COMES Plaintiffs, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, and TED BERNSTEIN, as Trustee, (collectively referred to as "BERNSTEIN TRUST"), TED BERNSTEIN, individually, PAMELA B. SIMON, individually, JILL IANTONI, individually, and LISA FRIEDSTEIN, individually, by their attorney, Adam M. Simon, and complaining of Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, ("HERITAGE") states as follows:

BACKGROUND

1. At all relevant times, the BERNSTEIN TRUST was a common law irrevocable life insurance trust established in Chicago, Illinois, by the settlor, Simon L. Bernstein, ("Simon Bernstein" or "insured") and was formed pursuant to the laws of the state of Illinois.

2. At all relevant times, the BERNSTEIN TRUST was a beneficiary of a life insurance policy insuring the life of Simon Bernstein, and issued by Capitol Bankers Life Insurance Company as policy number 1009208 (the "Policy").

3. Simon Bernstein's spouse, Shirley Bernstein, was named as the initial Trustee of the BERNSTEIN TRUST. Shirley Bernstein passed away on December 8, 2010, predeceasing Simon Bernstein.

4. The successor trustee, as set forth in the BERNSTEIN TRUST agreement is Ted Bernstein.

5. The beneficiaries of the BERNSTEIN TRUST as named in the BERNSTEIN TRUST Agreement are the children of Simon Bernstein.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

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

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

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

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

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

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

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

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

2014CP003698 EXHIBIT B
Δ2

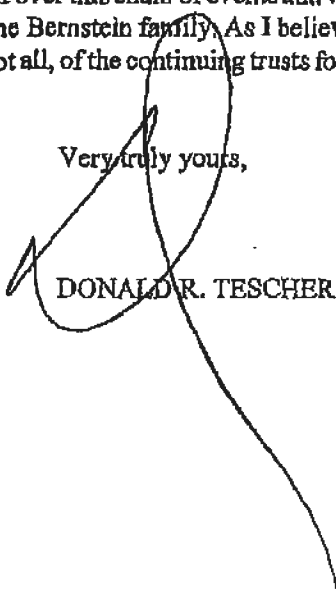
Bernstein Family
January 14, 2014
Page 2

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

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

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

Very truly yours,


DONALD R. TESCHER

DRT/km

cc: Alan Rose, Esq.

LAW OFFICES
TESCHER & SPALLINA, P.A.

10

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

DESCRIPTIONS AND VALUES

Any damages will be noted in the appraisal report. Measurements, if provided, are in the order of HEIGHT first, WIDTH second, and DEPTH third. Measurements are approximate. The appraiser has seen all of the items listed.

7020 LIONS HEAD LANE, BOCA RATON, FL

FOYER

1.	NEEDLEPOINT RUG - 5 ½' X 3 ½' All over floral design with border, with additional colors of green, pink and brown	\$60.00
2.	COPPER BOWL - 36" Turned, circular, undecorated	100.00
3.	BENCH Early 20 th Century, Art Nouveau, mahogany, inlaid decoration, upholstered seat and back	400.00
4.	STATUES (2) Carved wood Lion, one standing, one sitting, glass eyes, modern decorative	700.00
5.	ORIENTAL RUG - 6' 2" X 3' 11" Hand knotted, wool on cotton, blue field, leafy scrolls and flowers, three borders, additional colors of tan, pink and ivory	100.00
6.	CENTER TABLE Octagonal beveled glass top, cast urn base with ring handles	950.00
7.	DECORATIONS	245.00
	- Ceramic sculpture by Fisher, couple kissing	20.00
	- (4) Glass cylinders with twigs, stones and silk orchids, various heights	175.00
	- Large covered pot with incised decoration, pottery	50.00
8.	TALL CASE CLOCK 19 th Century, oak, scroll bonnet, full turned columns flanking handpainted dial, Roman numerals, two key holes, second hand, calendar aperture, dial signed, "Hugh Roberts, Llangeifni, Wales", paneled door flanked by half turned columns, bracket feet CONDITION: Refinished, restored	400.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

9.	PAINTING - 60" X 40" sight size Oil on canvas, flowering branches, no apparent signature, in wood frame	100.00
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TOTAL FOR FOYER:	\$2,455.00
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LIVING AREA

10.	MIRROR - 87" X 31 ½" Square, gold and silver lacquered frame	\$200.00
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11.	LITHOGRAPH - 12 ¼" X 9 ¾" paper size Pierre August Renoir, French, (1841-1919) "Claude Renoir, Tête Baisée", "Cat. # Ruger-Marx #14", in gold frame Provenance: The J. L. Hudson Gallery, Michigan	1,000.00
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12.	MISCELLANEOUS DECORATIONS	320.00
	- (2) White composition floor vases, over-all circle decoration	60.00
	- Mirror, gold oval frame	10.00
	- Statue - 60", pottery, Pre-Colombian style figure wearing head ornament and traditional costume	100.00
	- Large metal bowl and pot, each with ring handles	70.00
	- (2) Chargers, 31" and 27" round, lacquered on stands, Made in Vietnam	80.00

13.	ARTIFICIAL FLORAL ARRANGEMENTS Silk lily and hydrangea in glass vase; silk orchid in ceramic vase; (7) silk calla lilies	55.00
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14.	STANDS (2) Metal powder coated square tops on four footed pedestal base, two heights	75.00
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15.	FLOOR SCREEN 6-fold, gold background with purple glitter flower outlines, black lacquer "frame", mounted on wall	300.00
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16.	SECTIONAL SOFAS (2) Gold fabric upholstery, each in two sections, curved, skirted, together with eight toss pillows	1,000.00
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17.	COCKTAIL TABLE Oval glass top, "hammered" metal base with concave shelf	300.00
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18.	ORIENTAL RUG - 12' X 9' Hand knotted, wool on cotton, black field with all-over flower design, three borders, additional colors of tan and ivory, "washed" finish	600.00
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SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

19.	BOWL - 19" diameter Waterford, "Evolution", round amber colored glass	75.00
20.	MISCELLANEOUS	85.00
	- Bowl - 18", ceramic with handpainted woman holding flower vase, signed, "Marsha B"	30.00
	- Candlesnuffer	10.00
	- (3) Silver composition candlesticks	45.00
21.	MANTEL CLOCK - 12 1/2" X 19 1/2" Onyx, round enamel dial with Roman numerals, time and strike, sold through J.E. Caldwell & Co., Philadelphia	500.00
22.	FIREPLACE ACCESSORIES (2) Metal gate; black iron grate	50.00
23.	MISCELLANEOUS	215.00
	- (3) Silver metal candlesticks	30.00
	- Standing iron Menorah	35.00
	- Covered Urn - 56", pottery, with incised decoration	150.00
TOTAL FOR LIVING AREA:		\$4,775.00

POWDER ROOM

24.	MIRROR Carved and painted wood, birds on flowering trees, Mexico	\$100.00
25.	MISCELLANEOUS Plastic figural towel holder; mirror with woven frame; framed print of four 19 th century girls, in gold frame; domed trunk with floral painted decoration; framed portrait of a man, signed, "Daniel Lantz, 1977", in silver frame	125.00
TOTAL FOR POWDER ROOM:		\$ 225.00

DINING AREA

- MISSING

26.	MISCELLANEOUS DECORATIONS	\$285.00
	- Blue ceramic vase with dried material	15.00
	- Lucite Menorah - 24", blue and clear	50.00
	- (3) Vases, purple and clear cased glass, elongated, various heights, "Nouvel"	60.00
	- (2) Murano glass birds, pink	30.00
	- Mezuzah, Lladro doves; enamel tulip decoration and Jay Strongwater box	55.00
	- Cobalt blue glass vase with Orchidium orchids	50.00
	- Mirrored vase with silk flowers	25.00

David Rosenthal
50th Anniversary
Gold Medalist

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL – EFFECTIVE DATE SEPTEMBER 13, 2012

27.	SCULPTURE – 15 ½" X 31" Lladro, "Gondola of Love", Ref. No: 1870	550.00
28.	ENGRAVINGS (8) – 7" X 10" image size Scenes of Jewish figures engaged in various gatherings, each signed and titled, in wood frames	200.00
29.	PAINTING – 28" X 19" sight size William Weintraub, American, 20 th Century Oil on canvas, signed and dated, "Weintraub '73", young man with rifle, in wood frame	200.00
30.	LITHOGRAPH William Weintraub, American, 20 th Century 85/200, portrait of two elderly men, in wood frame	75.00
31.	ARMOIRE English pine with whitewashed finish, carved basket and scroll crest, two paneled doors above two short and two long drawers, interior with shelves and three drawers	750.00
32.	CONTENTS OF ARMOIRE	1,180.00
	- Dinnerware (68) piece set, Wedgwood Etruria, "Embossed Queensware", blue and white, consisting of (16) cups, (14) saucers, (13) dinner plates, (14) bowls, (14) bread and butter plates, (13) luncheon plates	200.00
	- Pair English porcelain salt and pepper shakers, birds; (9) colored glass water goblets; (6) colorless glass champagne stems	35.00
	- (7) Waterford crystal wine glasses	215.00
	- Pair of ceramic Garson Pakele candleholders	40.00
	- Lenox footed cup; (8) glass cordial stems; (14) colorless glass balloon wines	30.00
	- Versace plate, "Le Jardin de Versace"	25.00
	- Portuguese ceramic dinner service, (12) pieces; (5) handpainted wine glasses; (4) martini glasses	35.00
	- Group of (5) modern Asian porcelain plates and bowl; ceramic handpainted bowl; handmade ceramic sugar bowl; (3) metal and enamel Julia Knight bowls	100.00
	- (8) Tracy Porter ceramic square plates; personalized ceramic wedding tray; Mexican ceramic tray	50.00
	- Assorted napkin rings; chopsticks; napkins; (6) servicing pieces with crystal handles (matches set in Family Room); placemats	50.00
	- Wood and sterling silver Judaica tray marked "Hazorfim" 925, (weight of silver unknown) 10 ½" x 13"	400.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

- | | | |
|-----|---|--------|
| 33. | FARM TABLE - 10'
Bleached oak, rectangular top with breadboard ends,
trestle base | 750.00 |
| 34. | DINING CHAIRS (10)
Whitewashed with rush seats, ladder back, consisting
of (2) arm and (8) side chairs | 550.00 |
| 35. | ETCHING - 7" X 5" sight size
3 / 4, portrait of a man, illegible pencil signature lower
right, in frame | 25.00 |

TOTAL FOR DINING AREA: \$4,565.00

KITCHEN

- | | | |
|-----|--|----------|
| 36. | MISCELLANEOUS | \$430.00 |
| | - MacKenzie-Child's 2-handled vase and glass
cake cover; (8) assorted ceramic bowls and
pitchers; porcelain compote; glass pitcher with
insert decoration; glass vase; glass bowl on
stand | 200.00 |
| | - (10) Assorted Italian/Portuguese ceramics,
including vases, covered jars and planters | 230.00 |

- | | | |
|-----|--|------------------------|
| 37. | MISCELLANEOUS AND KITCHENWARE | 800.00 |
| | Serving trays and bowls; ceramic platters; assorted
ceramic and porcelain dishes, plates; glass vase; (8)
pieces Portuguese dinnerware (matches #32 in Dining
Room); glass plates; stemware; Waterford crystal salt
and pepper shakers; Japanese porcelain tea service;
Franciscanware bowls; Waterford crystal pitcher; (8)
Tracy Porter plates (matches #32 in Dining Room);
McKenzie-Child's three piece canister set; (2) pieces
purple enamel and metalware bowl and tray | MISSING

MISSING |

FRANCOLI
PASTA BOWLS
PINE CONE DESIGN

- | | | |
|-----|--|-----------------------|
| 38. | STEMWARE (16)
Waterford crystal, consisting of red wines, white wines
and champagne flutes | 240.00 |
| 39. | MISCELLANEOUS KITCHENWARE
Assorted everyday bake ware, cookware, flatware,
serving pieces, cutlery, utensils; trivets; microwave
oven; Keurig coffee machine; toaster; can opener;
blender | 160.00

MISSING |
| 40. | SCULPTURES (3)
Contemporary glazed pottery, signed, "Polly Cook",
bust of man holding arrow, bust of a women holding
heart and bust of man and woman kissing | 150.00 |

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

41.	COMPUTER Dell, model no. 1908PL, LCD monitor, wireless key pad, together with Altec Lansing speakers	missing	60.00
42.	PRINTER HP All-In-One Deskjet F380	missing	20.00
43.	SIDE CHAIRS (3) Brown leather and chrome, contemporary style		150.00
44.	DISH - 7" Daum, France, purple and green pate de verre glass with lizard rim	missing	80.00
45.	MIRROR Metal, enamel and crystal, oval mirror plate	missing	25.00
TOTAL FOR KITCHEN:			\$2,115.00

FAMILY ROOM

46.	MISCELLANEOUS		\$200.00
	- Giuseppe Armani porcelain figural group, boy and girl on swing	50.00	
	- Ceramic Menorah; clock; glass and metal box; pair Italian glass figural candlesticks; crystal bunny figure; crystal rhinoceros - chipped; etched glass paperweight of soldier at Wailing Wall - chipped	45.00	
	- Swarovski flower vase and humming bird on branch	30.00	
	- Murano glass fish - 15" x 15"	60.00	
	- Waterford crystal golf club	15.00	

47.	SCREEN PRINT / GICLEE Ben (Benjamin) Schonzeit, American, (b.1942) Still life of flowers in a vase, signed, "Schonzeit", in silver metal frame		300.00
48.	SERVER Rectangular glass top and carved sliding door, wood base with chrome supports and rail, interior shelves and two drawers		375.00
49.	CONTENTS OF SERVER Assorted plates; plastic and silver metal flatware; flatware set with crystal handles		50.00
50.	BAR STOOLS (4) Steel with blue ultrasuede seats, contemporary style		300.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

51.	SCULPTURES (2) - 36 1/2" Black metal, each an abstract bust with cutout, no apparent signature, together with wood cube pedestals	250.00
52.	SECTIONAL SOFA Leather and suede, brown and beige with sections, contemporary style, with toss pillows and throws	650.00
53.	COCKTAIL TABLE Two round glass tops on circular chrome supports, round base	100.00
54.	LACQUER BOXES Set of three, graduated sizes, Sklar Furnishings	105.00
55.	DISPLAY CABINET Oval wood with silver finish, two curved glass doors, lighted	150.00
56.	CONTENTS OF DISPLAY CABINET	1,100.00
	- Shofar horn; (3) hand blown Italian glass pitchers; Mezuzah ; Halcyon Days enamel box	50.00
	Lladro - 12", Japanese woman and bocage, "Geisha", Ref. No. 4807	75.00
	- Pair of Lladro porcelain nudes, approximately 10"	300.00
	- Lladro - 10", "Puppy Love", Ref. No. 1127	50.00
	- (2) Figures, composition, Bichon dog	10.00
	- Lladro - 12 1/2", Japanese rickshaw with man and passenger, "Ride in China", Ref. No. 1383	500.00
	- Lladro - 11", girl seated in chair, "Appreciation", Ref. No. 1798	100.00
	- Royal Doulton, "Queen of the Dawn"	15.00
57.	MISCELLANEOUS	655.00
	- Large Shofar, metal mounted	45.00
	- Lladro, Moses with tablets, "Moses", Ref No. 5170	60.00 25.00
	- Green glass figure of an Asian man	400.00
	- Lladro - 15", woman on balcony with flower pots, "Far Away Thoughts", Ref. No. 1798	25.00
	- Metal sculpture of dancer	100.00
	- Lladro - 14", "Wine Taster", Ref. No. 5239	
58.	ELECTRONICS	125.00
	- VCR, Sanyo, model no. VWM900	5.00
	- DVD player, Panasonic, model no. DVD-527	10.00
	- Compact Disc Player, Nakamichi, model no. CDC-3A	40.00
	- Audio Speaker/Amp Selector, Niles, model no. MSA-10A	25.00
	- Receiver, Onkyo, model no. TX-SR602	45.00

Missing

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

59.	TELEVISION - 60" Mitsubishi, model no. VS60111, rear screen projection, 2002 CONDITION: Obsolete - no commercial value	0.00
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60.	CARD TABLE SET (5) Square red glass top, metal base, contemporary style, together with (4) side chairs, gray plastic and silver metal frame	200.00
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61.	VASE - 15 1/2" Anthony Corradetti, art glass, signed, "Corradetti 1995", hand blown with colored abstract decoration	125.00
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TOTAL FOR FAMILY ROOM:	\$4,685.00
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POWDER ROOM II

62.	MISCELLANEOUS	\$120.00
	- Pietra dura clowns - 6 1/2" x 4 1/2"	30.00
	- Phantom of the Opera poster, basket; (2) painted wood boxes; "Princess" painting	40.00
	- Indian wood carved mirror	50.00

TOTAL FOR POWDER ROOM II:	\$ 120.00
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WEST HALL

63.	CONTENTS OF CLOSET Assorted pillows	\$40.00
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64.	ETCHING - 11" X 9" sight size Pencil signed lower right, "H. Bender", seated man, in wood frame	25.00
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65.	SERIGRAPH - 18" X 12" sight size Stanley Handelman, American / Israeli, (20 th - 21 st Century) 28/250, pencil signed lower right, "Handelman (imp)", Israeli soldiers, in gold metal frame	25.00
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66.	DRAWING - 27" X 18" sight size Moshe Gat, Israeli, (b.1935) Ink and wash on paper, signed lower right, "Moshe Gat", portrait of a man, in silver wood frame	150.00
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67.	SERIGRAPH - 12" X 18" sight size Stanley Handelman, American / Israeli, (20 th - 21 st Century) .32/250, pencil signed lower right, "Handelman (imp)", Walling Wall, in silver wood frame	25.00
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SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

68.	ETCHING - 12" X 9" sight size Pencil signed lower right, "H. Bender", two figures, in wood frame	25.00
69.	PHOTOGRAPHS (5) Assorted travel subjects, portraits, in silver wood frame (4) - 7" x 9" (1) - 12" x 10"	50.00 <i>Missing</i>
70.	SERIGRAPH - 20" X 23" sight size Yaacov Agam, American/Israeli, (b.1928) "EA", pencil signed lower right, "Agam", multicolor geometric design, in silver metal frame	350.00
71.	LITHOGRAPHS (3) - 22" X 18" sight size Romain (Erte) de Tiroff, American/Russian, (1892-1990) Figures "6", "8" and "9", in wood frames	225.00
72.	CHEST Floral decorated wood, nailhead trim	25.00
73.	SCULPTURE - 28" Porcelain, standing lady, Marked "Austin Productions 1988"	50.00
74.	LITHOGRAPH - 28" X 26" sight size Norman Rockwell, "Shuffleton's Barbershop", in gold metal frame	75.00
75.	MIRROR - 32" X 30" Round top, beveled mirror plate, wormwood frame	50.00
76.	WALL PLAQUE - 38" X 20" Resin, female figure in relief	25.00
77.	MIRROR - 29" Painted and carved wood, circular, with conforming beveled mirror plate	100.00
78.	VASES (2) - 14", glazed pottery, Polly Cook, woman with a hat - 13", glass, Kosta Boda, woman	125.00 50.00 75.00
79.	NEEDLEPOINT PICTURE - 12" X 14" Young man seated, in silver wood frame	10.00
80.	CONTENTS OF CLOSET Assorted kitchenware, appliances, vases; (2) silverplate trays; cleaning equipment	100.00
TOTAL FOR WEST HALL:		\$1,475.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

FIRST FLOOR NORTHWEST GUEST ROOM

81.	PAINTING Oil on ridged canvas, multicolor, in gallery wrap frame	\$100.00
82.	MIRRORS (2) - 30" X 18" Metal and glass, rectangular mirror plate	80.00
83.	SIDE TABLE Painted wood, circular top with shell decoration, "Made in China"	25.00
84.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 96 and 179	25.00
85.	SLEEPER SOFA Blue and beige striped fabric, with accessory pillows	75.00
86.	END TABLES (2) Polished metal cubes	40.00
87.	FIGURAL GROUP - 12" X 19" X 14" Capo-di-Monte, children around a table	60.00
88.	FLOOR LAMP Black metal tripod body and base, white ceramic shade	30.00
89.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 109	25.00
90.	CABINET Medium stain pine, rectangular top, golfing scene on two painted doors, single drawer	40.00
91.	WALL PLAQUE - 32" X 44" Oval painted wood, "St. Andrews", with two wood shaft club attached	25.00
92.	MISCELLANEOUS (2) Glass stemware; lamp with white fabric shade; porcelain sculpture of woman, repairs - no commercial value; figural sculpture; assorted games	75.00
TOTAL FOR FIRST FLOOR NORTHWEST GUEST ROOM:		\$ 600.00

Missing

FIRST FLOOR WEST GUEST ROOM

93.	FIGURINE - 13 ½' Lladro, "Golfing Couple", Ref. No. 1453	\$100.00
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SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL – EFFECTIVE DATE SEPTEMBER 13, 2012

94.	CONTENTS OF CLOSET Luggage; (2) lamps; pillows; table linens Missing	75.00
95.	NESTING TABLES (3) Lacquered wood, tapered legs, "Made in Vietnam"	30.00
96.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 179	25.00
97.	BED Maple and maple parquet veneer headboard, queen size, together with mattress only	100.00
98.	NIGHTSTAND Faux painted wood, single drawer, single shelf	10.00
99.	FIGURINE Plaster, standing man, Austin Production	25.00
100.	LAMP Silver wood, glass decoration, gray fabric shade	25.00
101.	PAINTING – 30" X 23" sight size Oil on canvas, Van Gogh copy, in wood frame	50.00
102.	MISCELLANEOUS (2) Porcelain figurines; purple glass plate; vase with artificial arrangement	30.00
103.	DESK CHAIR Black fabric, metal base Missing	10.00
104.	ARMOIR Green antique stain wood with floral painted panels, single door, interior shelves, single drawer	100.00
105.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 89	25.00
TOTAL FOR FIRST FLOOR WEST GUEST ROOM:		\$ 605.00
EAST SITTING ROOM		
106.	BAR Brown metal and oval clear glass top, bow front, polished metal support	\$100.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL – EFFECTIVE DATE SEPTEMBER 13, 2012

107.	BARSTOOLS (2) Enameled wood and metal, black fabric seat, swivel	90.00
108.	VASES (2) Clear glass, with arrangement; polished metal in rectangular glass stand	50.00
109.	SERIGRAPH – 20" X 15" sight size Woman holding a cigarette, no apparent signature, in gold metal frame	50.00
110.	CONTENTS OF CABINET Small amount of assorted every day dinnerware, glassware, flatware	40.00
111.	DECORATIVE ITEMS Metal openwork footed bowl; fruit decorated painted chest, ring pulls, metal paw feet	50.00
112.	PAINTING – 60" X 24" sight size Oil on canvas, flowers in vase, no apparent signature, in black wood frame	50.00
113.	CONTENTS OF CABINET Small amount of dinner and glass ware; Murano green glass vase; (4) painted terracotta female figures	60.00
114.	END TABLE Circular glass top, metal base	10.00
115.	LAMP Bronze color wood, glass decoration, purple fabric shade	25.00
116.	SOFAS (2) Red Ultrasuede upholstery, crescent form, with single ottoman, by "American Leather"	250.00
117.	AREA RUG – 5' 3" X 8' Wool, hand tufted, multicolor circles, "Made in China"	75.00
118.	END TABLE Half oval glass top, polished metal support and base	40.00
119.	ELECTRONICS - Television – 50", Samsung, DLP, model no. HLR5087W, 2005 - DVD, Sony, model no. DVP-NS41P	50.00 5.00
120.	MISCELLANEOUS Color halftone print, "St. Andrews"; ceramic vase with artificial arrangement; pewter bowl	25.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL – EFFECTIVE DATE SEPTEMBER 13, 2012

121.	MIRROR Whitewashed wood, rectangular frame, conforming beveled mirror plate	25.00
TOTAL FOR EAST SITTING ROOM:		\$ 995.00
STAIRWELL		
122.	PAINTING – 72" X 64" sight size Oil on canvas, abstract scene, no apparent signature, in wood frame	\$100.00
TOTAL FOR STAIRWELL:		\$ 100.00
STUDY		
123.	TILT TOP TABLE Late 19 th – early 20 th Century, papier maché, shaped top, painted and mother-of-pearl decoration	\$250.00
124.	FLOOR VASES (2) Beige ceramic, with artificial tree arrangements	100.00
125.	GLOBE Plastic, earth with mother-of-pearl countries, on polished metal stand	35.00
126.	BOOKS Approximately (500) books, hardcover, novels, cookery, art, reference	150.00
127.	FIGURINES (4)	85.00
	- Lladro – 4 ½", seated clown, "Pierrot with Puppy", Ref. No: 5277	25.00
	- Lladro – 3", "Rabbit Eating, Ref. No: 4772	25.00
	- Lladro – 4" X 6", plaque, seated Don Quixote	10.00
	- Lladro – 4 ¾", kneeling clown, "Pierrot with Puppy and Ball", Ref. No: 5278	25.00
128.	TELEVISION – 17" Zenith, LCD, model no, L17W36, 2003	25.00
129.	DESK ORGANIZER Painted wood, gallery, two doors, interior shelves and cubbies	25.00
130.	FIGURINES (4)	325.00
	- Lladro – 12", "Anniversary Dance", Ref. No: 1372	75.00
	- Lladro – 13 ¼", "Golfing Couple", Ref. No: 1453	100.00
	- Lladro – 10 ½", "Golfer", Ref. No: 4824	50.00
	- Lladro – 10 ½", "Daisy", Ref. No: 5118	100.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

156.	GARMENT STEAMER Rowenta	— Missing	10.00
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TOTAL FOR UPSTAIRS BATH / CLOSET: \$ 225.00

WEST UPSTAIRS BEDROOM

157.	CHEST OF DRAWERS Late 19 th - early 20 th Century, stripped finish, shaped top, three drawers	\$75.00
158.	MISCELLANEOUS ON CHEST Plaster sculpture - 22", girl with dog; artificial arrangement in wood pot; lamp, ceramic and wood body, fabric shade	30.00
159.	ARMOIRE Whitewashed pine, overhanging rounded cornice, two doors, fitted interior	400.00
160.	ELECTRONICS - Television - 47", Vizio, model no. M470NV, 2011 - VCR, Panasonic, model no. DVD-S27	110.00 100.00 10.00
161.	DOUBLE CHAIR Carved wood frame, leather with nailhead trim, floral fabric seat with accent pillows, by Robb and Stuckey	250.00
162.	NIGHTSTAND Mirror and silver metal, single drawer, two doors	50.00
163.	LAMP Polished metal, white glass shade, adjustable	10.00
164.	SLEIGH BED Medium stain wood, kingsize, together with mattress, box spring and frame	150.00
165.	CHEST Whitewashed pine, carved decoration	40.00
166.	AREA RUG - 8 ½' X 5' Wool, all over floral decoration on tan field, lightly sculpted	50.00
167.	NIGHTSTAND Medium stain wood, bow front, three drawers, by Tommy Bahama	50.00
168.	LAMP Tiffany style, bronze colored metal base, stained glass shade	45.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

169.	MISCELLANEOUS Upholstered stool; (2) throw rugs - 24" x 34"	30.00
170.	TREADMILL Life Fitness, T3	100.00
171.	PAINTING - 54" X 60" Multi media, abstract flowers, squares, no apparent signature	100.00
172.	FIGURINE - 28" Lladro, Gres finish, woman with paint palette, "Portrait", Ref. No: 4942	600.00
173.	PLANTER Painted with relief decoration, made in Mexico	50.00
174.	BISTRO SET (3) Black painted metal, circular table top, together with (2) side chairs	60.00
175.	BENCH Black painted metal, scroll arms	40.00
TOTAL FOR WEST UPSTAIRS BEDROOM:		\$2,240.00

NORTH UPSTAIRS GUEST ROOM

176.	CHILD'S BENCH Pine, "L" form with storage	\$40.00
177.	CHILD'S ROCKER Rattan and wicker, with pink cushion	25.00
178.	NIGHTSTAND Pine, rectangular top, single drawer	20.00
179.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 96	25.00
180.	BED Light stain wood, fullsize, together with mattress, box spring and frame	75.00
181.	SCREEN - 61" X 36" Light stain wood, three panels, cutouts for photographs	10.00
182.	TELEVISION - 20" JVC, CRT, with VCR CONDITION: Obsolete - no commercial value	0.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

183.	STAND Medium stain wood, bamboo and cane accents	25.00
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TOTAL FOR NORTH UPSTAIRS GUEST ROOM:	\$ 220.00
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SOUTH UPSTAIRS GUEST ROOM

184.	CHEST Bombé, shaped marble top, medium stained wood, floral decorations, three drawers	\$30.00
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185.	LOW CHAIR Woven rattan, wood legs	35.00
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186.	ARMOIRE Medium stain wood, overhanging cornice, two doors with lattice inserts, over two solid doors	75.00
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187.	TELEVISION - 32" Vizio, LCD, model no. VO32OE, 2009	45.00
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188.	WOOD CARVING Painted and carved, seated figure Missing	20.00
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189.	GICLÉE - 46" X 64" On canvas, "The Beatles", 353/950, stylized photograph of the album cover of the Beatles first album release in the United States in 1964	100.00
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190.	NIGHTSTANDS (2) - Early 20th Century, stripped pine, painted floral decoration, single drawer over door - Medium stain pine, rectangular top, three drawers, bracket feet	65.00 40.00 25.00
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191.	LITHOGRAPHS (2) - 11" X 17" Late 19 th Century, landscape with figures and animals, in black and gold wood frames	50.00
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192.	SLEIGH BED Medium stain wood, Queen size, head and foot board, together with mattress, box spring, and frame	75.00
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193.	LAMP Gold wood, glass decoration, purple shade Missing	25.00
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TOTAL FOR SOUTH UPSTAIRS GUEST ROOM:	\$ 520.00
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SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

WEST GARAGE

- | | | |
|------|--|------------|
| 194. | GOLF CART
Club Car, white, roof console, headlights, Serial No.
CCI102519301, 2010 | \$2,000.00 |
| 195. | WALL UNITS (2)
Mica, brass pulls - no commercial value | 0.00 |
| 196. | CONTENTS OF WALL UNIT
Assorted shoes, towels - no commercial value | 0.00 |
| 197. | PAINTING - 84" X 48" sight size
Barry Leighton Jones, English, (1932 - 2011)
Oil on canvas, signed lower right, "Leighton Jones",
European dock scene with boats, in gallery wrap frame | 100.00 |
| 198. | CABINET
Medium stain and painted wood, magazine rack | 25.00 |
| 199. | MISCELLANEOUS
(2) Sets golf clubs, with bags; assorted golf bags; step
ladder; assorted household items | 100.00 |

TOTAL FOR WEST GARAGE:

\$2,225.00

EAST GARAGE

- | | | |
|------|--|---------|
| 200. | MISCELLANEOUS
Mica cabinet - no commercial value; step ladder;
cleaning equipment; vases; shredder | \$30.00 |
| 201. | REFRIGERATOR
Amana, top freezer, red, 18 cubic foot, Model No.
ATF1822MRH00 | 75.00 |

TOTAL FOR EAST GARAGE:

\$ 105.00

PATIO / POOL AREA

- | | | |
|------|---|------------|
| 202. | PATIO FURNITURE
Woodard, brown powder coated aluminum with sling
seating, consisting of (2) double gliders, serving cart,
(6) dining arm chairs, oval dining table/umbrella, (8)
swivel bar stools, (2) ottoman, (4) chaise lounges, (3)
side tables | \$2,000.00 |
|------|---|------------|

missing missing missing

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

203.	METAL STATUARY		2,800.00
	- (2) Metal cranes, 5' and 6'	400.00	
	- (3) Cherubs on a swan	300.00	
	- (3) Children on a log fishing	300.00	
	- Angel holding fish	100.00	
	- Seated boy on stump with fishing pole	300.00	
	- Nude woman on chaise, Leonardo Rossi	1,000.00	
	- Golfer holding clubs and lantern	150.00	
	- Young girl dressed in her mother's clothes, Jim Davidson (located at front entrance)	250.00	
204.	PLANTERS		500.00
	- (4) Large pottery with incised decoration	200.00	
	- (2) Mexican, round	100.00	
	- (3) Assorted ceramic frogs and turtle	100.00	
	- Tall pottery with line decoration (front entrance)	50.00	
	- Pottery with fish decoration	50.00	
205.	MISCELLANEOUS		440.00
	- Cast cement pelican	100.00	
	- Metal pedestal	50.00	
	- Cast cement turtle	35.00	
	- Curved cement and tile bench	50.00	
	- Assorted silk flowers - no commercial value	0.00	
	- Cement succulent; (2) ladles; (6) metal watering cans; (2) terracotta clocks; terracotta pot	60.00	
	- Mexican ceramic giraffe	40.00	
	- (2) Mexican sun plaques	70.00	
	- (2) Plastic pots with silk plant	35.00	
	TOTAL FOR PATIO / POOL AREA:		\$5,740.00
	TOTAL FOR LIONS HEAD LANE:		\$36,270.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

2494 SOUTH OCEAN BLVD, BOCA RATON, FL

ELEVATOR AREA

206.	ARM CHAIRS (2) Tan leather, wood legs, designed by Umberto Assnago for Giorgetti	Missing	\$600.00
207.	CONSOLE TABLE Rectangular marble top, chrome "U" shape support	Missing	150.00
208.	OCCASIONAL TABLE Brown metal, circular top, shaped base	Missing	50.00
209.	MISCELLANEOUS Painted fabric sun; pewter bowl; artificial arrangement with ceramic vase	Missing	40.00
TOTAL FOR ELEVATOR AREA:		Missing	\$ 840.00

LIVING / DINING AREA

210.	PAINTING - 48" X 48" sight size Oil on canvas, signed lower left, "R. A. Braudes", landscape with abstract squares, in gold wood frame	Missing	\$250.00
211.	WALL UNIT Dark stain oak, three cabinets, two open shelves NOTE: Attached to wall	Missing	500.00
212.	ELECTRONICS - Television - 46", Samsung, LCD, model no. LNT4665 FX/XAA, 2007 - Bose AV18 Media Center, with subwoofer and (5) speakers - Dish box, VIP 822 DVR - not owned	Missing 150.00 300.00 N/A	450.00
213.	MISCELLANEOUS DECORATIVE ITEMS (3) Wood picture frames on stands; (3) vases; candlestick; vase; bowl; floor vase with artificial arrangement	Missing	75.00
214.	MIRROR - 23" X 21" Jay Strongwater, enameled birds and butterflies, style no. SHM3012455	Missing	2,000.00
215.	SECTIONAL SOFA Beige upholstery, square form, "L" shape, with accessory pillows, rear wood shelving, Bowetepi	Missing	400.00
216.	COCKTAIL TABLE Square glass top, chrome supports, smoked glass base	Missing	150.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

217.	AREA RUG - 7' X 5' Wool, light tan with black stripes, made in India	Missing	30.00
218.	CANDELABRA - 7" X 30" Jay Strongwater, 54/250, branches with leaves and butterflies	Missing	1,000.00
219.	TUB CHAIRS (2) Beige leather with dark stain wood trim, by Montbel, with accessory pillows	Missing	400.00
220.	END TABLE Circular glass mirror top, metal tulip base, by Arteriors	Missing	100.00
221.	FLOOR LAMP - 75" Designed by Orlando Favaretto, (6) gooseneck lamps, chrome body, plastic shades, by De Majo	Missing	200.00
222.	MISCELLANEOUS (4) - (2) Orange glass, (1) black and white terracotta, all with artificial arrangements - Artificial arrangement, in glass vase	Missing 100.00 25.00	125.00
223.	TILES (7) Multicolor abstract geometric designs, verso reads, "Lineage Tile"		175.00

224.	SOFA AND OTTOMAN Designed by Rick Lee, rust leather upholstery, symmetrical form, "Arclounge" by American Leather	Missing	300.00
225.	END TABLE - 18" X 10" X 12" Circular top, appears to be petrified wood, tripod tapered leg base	Missing	250.00
226.	PLANT STAND Polished gray metal, square form, single shelf	Missing	50.00
227.	MISCELLANEOUS Artificial arrangement in glass vase; black metal candlestick	Missing	40.00
228.	DINING TABLE - 72" diameter Circular glass top, circular six legged metal base	Missing	250.00
229.	DINING CHAIRS (8) Designed by Chi Wing Lo, tan leather back and seat, maple trim and legs, by Giorgetti	Missing	1,200.00
230.	ARTIFICIAL ARRANGEMENT In white glazed pot	Missing	20.00
231.	MIRROR - 84" X 48" Silver wood, wavy form, rectangular mirror plate	Missing	150.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

232. **SIDE TABLE** **Missing** 200.00
Designed by Fabio Di Bartolomei, circular glass top,
twist glass support, on wood base, by "Fiam", Italy

233. **VASE** 5.00
Painted frosted glass with artificial arrangement
CONDITION: Paint loss

234. **FLOOR CANDLESTICKS (3)** **missing** 30.00
Dark stain wood, Arts and Craft style

235. **SCULPTURE - 92"** **missing** 100.00
Wood, resin, glass, folk art style, painted and decorated
board, with glass inset and resin base

236. **CONTENTS OF HALL BATH** **missing** 75.00
Mirror - 28"x 24", gold wood, beveled mirror plate; (2)
wall sconces; (2) artificial arrangements in pots

TOTAL FOR LIVING / DINING AREA: \$8,525.00

MASTER BEDROOM

237. **PAINTINGS (2) - 18" X 14" sight size** \$600.00
Larry Laslo, American, (20th - 21st Century)
Picasso style figures, in wood frames

238. **PAINTING - 30" X 43" sight size** 150.00
Kirt G. Brown, American, (20th - 21st Century)
Oil on board, titled, "River Bend" signed lower right,
"Kirt G. Brown", riverscape, in silver wood frame

239. **SOFA** **missing** 200.00
Tan leather, single arm, loose cushion back and seat,
polished metal legs

240. **OCCASIONAL TABLE** **missing** 40.00
Circular glass top, painted metal base

241. **VASE** 25.00
Blown glass, brown color, bulbous form, with artificial
arrangement **missing**

242. **FLOOR LAMP** **missing** 75.00
Gray metal base and body, square beige fabric shade

243. **DOUBLE DRESSER** **missing** 250.00
Medium stain wood veneer, rectangular top, six
drawers with metal pulls

244. **TELEVISION - 40"** **missing** 150.00
Samsung, LCD, model no. LN40A650S1FXZA, 2008

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

245. BED *missing* 350.00
Medium stain wood veneer and polished metal, king size, two built in night stands, together with mattress, box spring and frame

246. LAMPS (2) *missing* 80.00
Plastic and brushed metal, square form, gray fabric shade, by Anthony

247. PAINTING - 17" X 16" slight size 100.00
Kirt G. Brown, American, (20th - 21st Century)
Oil on board, titled, "Forever", signed lower right, "Kirt G. Brown", landscape with trees, in silver wood frame

248. CONTENTS OF BATH *missing* 25.00
Assorted vases; flower arrangements; bathroom accessories

TOTAL FOR MASTER BEDROOM: \$2,045.00

NORTHEAST GUEST ROOM

249. BED *missing* \$75.00
Queen size, together with mattress, box spring and frame, accessory pillows

250. SIDE TABLE *missing* 60.00
Dernilune, glass top, black and brown metal base, single shelf

251. LAMP *missing* 40.00
Brass and leather, oval body, beige fabric shade

252. PRINTS (4) *missing* 60.00
Color halftones, assorted tropical subjects, in wood frames

253. CHEST OF DRAWERS *missing* 100.00
Light stain wood, pinched waist, seven drawers

254. ARTIFICIAL ARRANGEMENTS (2) *missing* 35.00
Roses, in glass vase; lilac flowers in green bowl

255. END TABLE *missing* 30.00
Circular wood top, gray metal base

256. LOUNGE CHAIR *missing* 100.00
Black leather and tubular steel, recliner, with matching ottoman

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

257. FLOOR LAMP 15.00
Chrome, adjustable - Missing

TOTAL FOR NORTHEAST GUEST ROOM: \$ 515.00

KITCHEN / FAMILY AREA

258. PAINTING - 60" X 36" sight size \$100.00
Oil on canvas, abstract square, yellow, beige, brown,
no apparent signature, in gallery wrap frame

259. TREADMILL 75.00
Life Fitness, T3.0 - Missing

260. SOFA 300.00
Beige leather, two seats with attached circular glass
table and lamp Missing

261. NESTING TABLES (3) 75.00
Maple tops, triangle form, tripod base missing

262. MIXED MEDIA (2) - 16" X 16" sight size 100.00
Scott Hile, American (20th - 21st Century)
Abstracts, titled "Shifting gears", "Germination", pencil
signed lower right, "S. Hile", in gold wood frame

263. COCKTAIL TABLE 250.00
Multi-pane rectangular glass tops on metal supports, Missing
rectangular wood base, metal legs

264. MISCELLANEOUS 75.00
Pewter tray; (3) artificial arrangements in vases; missing
"Athletic Club" plate; fish tray; bowl; assorted books

265. AREA RUG - 6' X 8' 35.00
Dhurrie, flat weave, geometric design Missing

266. PRINTS (2) 0.00
Color halftone, abstract, in silver wood frames
CONDITION: Faded - no commercial value

267. DECANTERS (2)(1) - Missing (1) 50.00
Clear glass

268. TOP SHELF 55.00

(2) (2) Miscellaneous Asian style bowls 20.00

(2) Shallow glass bowl - 11", with decoration in 15.00

(2) relief

(2) Asian style bowl, George Briard 20.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

269. SECOND SHELF 40.00
 - (8) Glass and metal shakers 10.00
 - 9" - Glass religious object **Missing** 10.00
 - Cream jug and covered sugar on plate **Missing** 20.00
 - Cut glass bowl, chips, imperfections - no commercial value 0.00

270. THIRD SHELF 90.00
 - (2) Bavarian plates with cups **Missing** 15.00
 - (2) Laure Japy plates - 12", green trim, decorative center 15.00
 - (8) Laure Japy plates - 12 1/4", full color center 60.00

271. FOURTH SHELF 85.00
 - (5) Tulip flutes - 8" 25.00
 - (8) Martinis, clear glass bowl, green bubble base 40.00
 - (4) Martinis, clear glass bowl, twist glass stem 20.00

272. BOTTOM SHELF **Missing** 25.00
 Serving platter, with matching dip bowl, "China"

273. TELEVISION - 40" **Missing** 150.00
 Samsung, LCD, model no. LNT4065FX, 2008

274. POT **Missing** 10.00
 Terracotta

275. BAR STOOLS (6) **Missing** 240.00
 Maple with polished steel support, fabric pillow back with upholstered seat, by Heltzer

276. SERIGRAPH - 33" X 23" sight size 50.00
 Janet Bauman, American (20th - 21st Century)
 Abstract, Resten Series, I2P-1, pencil signed lower right, "J. Baughman ©2000", in silver wood frame

277. DINNERWARE 110.00
 Laure Japy, consisting of (6) plates - 12"; (8) plates - 9"; (8) bowls - 9"

278. MISCELLANEOUS KITCHENWARE **Missing** 150.00
 Assorted everyday dinnerware, glassware, cookware, small appliances

TOTAL FOR KITCHEN / FAMILY AREA: \$2,065.00

NORTHWEST GUEST ROOM

279. WALL MOUNTED SHELF UNIT **Missing** \$150.00
 Medium stain wood, two panels, adjustable shelves

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

280. MISCELLANEOUS ON SHELF UNIT - Missing 100.00
(5) Wood artist mannequins; (2) hurricane candle holders; (2) artist signed pottery vases, brown and tan; (4) assorted vases; artificial plant in pot

281. LOUNGE CHAIR AND OTTOMAN - Missing 250.00
Tan leather, art deco style

282. NIGHTSTANDS (2) - missing 80.00
Light stain wood, two drawers, tapered legs

283. LAMPS (2) - missing 70.00
Gold and silver wood, bulbous stepped form, silver paper shade

284. BED - missing 75.00
Polished metal headboard and footboard, full size, together with mattress, box spring and frame

285. LITHOGRAPHS (3) - 10" X 5" 60.00
Abstracts, Geometric "J", Geometric "I", Geometric "H", illegibly pencil signed lower right, in silver frames

286. MISCELLANEOUS - Missing 40.00
Green vase with dried branches; color halftone geometric abstract in wood frame

TOTAL FOR NORTHWEST GUEST ROOM: \$ 825.00

BALCONY

287. OUTDOOR FURNITURE - missing \$50.00
Brown Jordan, consisting of (4) chaise lounges, (2) end tables
CONDITION: Pitted

TOTAL FOR BALCONY: \$ 50.00

TOTAL FOR SOUTH OCEAN BLVD: \$14,865.00

REPORT TOTAL: \$51,135.00

Hall & Hall Appraisals, Inc.

2801 South Federal Highway, #22388, Ft. Lauderdale, Fl 33335

Phone:(954)600-8585

www.hallandhallappraisals.com

Richard Wm. Hall (1919-2001)

Annette Hall (1921-2000)

Gilbert Kerry Hall

Professional Certification

Board of Real Estate Appraisal

Association of Online Appraisers



April 21, 2015

Joielle A. Foglietta, Esq.
Ciklin Lubitz & O'Connell
515 N. Flagler Drive, 20th Floor
West Palm Beach, Fl 33401

Re: Estate of Simon L. Bernstein, Deceased
7020 Lions Head Lane, Boca Raton, Fl 33496
DOD: 09/13/2012

Dear Ms. Foglietta:

As you requested, this appraisal of the personal property belonging to the estate of Simon L. Bernstein , deceased, has been prepared for estate settlement purposes.

This transmittal letter contains the assignment-specific elements of information that are required to be included in this report by the *Uniform Standards of Professional Practice* (USPAP) as promulgated by The Appraisal Foundation of Washington, DC. This report also satisfies the IRS requirements for what constitutes a "qualified appraisal."

The required item-specific information including the identity and value-relevant characteristics of the subject property along with my opinions of value and any required disclosure of the market data on which my opinions of value were based are contained in the Valuation Section of this report along with thumbnail images of the subject property.

Executive Summary

On March 27th and 30th I conducted an appraisal inspection in the presence of Cynthia J. Thomas of personal property belonging to the estate of Simon L. Bernstein located at 7020 Lions Head Lane, Boca Raton, Fl 33496 . The inspection was conducted in order to identify the subject property and its value-relevant characteristics so that I could properly develop an opinion of its fair market value for estate settlement purposes. In summary, the fair market value of the subject property as of the date of death was \$43,623.00.

Intended Use of the Appraisal

The intended use of this appraisal assignment report is to determine the Fair Market Values of the listed items for the express function of determining Federal estate tax liability. Any other use renders this appraisal null and void.

Report Option Used

This appraisal report has been prepared making use of USPAP's Self-Contained appraisal report option.

Identity of Client and Other Intended Users

This report is intended for use only by you, my client, your agent and by the Federal entities involved in the estate settlement process.

With the exception of you and the appraiser-identified intended users listed herein, this appraisal report is not intended to be used by or influence any particular person(s) or class(es) of persons which might take some action in reliance upon it. Unless otherwise stated, I am not aware that you or your agent intend to transmit any information contained in this report to any other person(s) or group(s) other than to the appraiser-identified intended users listed herein. My liability is limited to you and to the identified intended users of this report to the exclusion of all others. Parties other than those specifically listed as authorized intended users of this report who take some action in reliance upon this report do so at their own risk.

Ownership Interest Being Appraised

The appraised values are based upon 100% of the estate's interest in the property undiminished by any liens, fractional interests or any other form of encumbrance. I understand that the estate is the sole owner of the property listed in this report; however, mere possession of this appraisal report is not an indication or certificate of title or ownership. Ownership and ownership interest have been represented to me by you, my client, and no inquiry or investigation has been made nor is any opinion to be given as to the accuracy of such representation.

Type and Definition of Value Used

In this appraisal assignment I developed an opinion of Fair Market Value.

Fair Market Value is defined in Estate Tax Regulation §20.2031-1(b) which states "The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate."

Relevant Dates

Relevant dates associated with this assignment include the following:

- **Date of Inspection:** The subject property was inspected on **March 27th and 30th 2015**.
- **Effective Date of Appraisal:** Value opinions are effective as of the death which you stated was **September 13, 2012**.
- **Date of Report:** This report was prepared and signed this date, **April 21, 2015**

Most Appropriate Market to Research

This assignment requires the use of fair market value, the definition of which mandates the use of the market in which comparable items are most commonly sold at retail to the public, i.e., to the end user. In my opinion, for this assignment the most appropriate markets in which to conduct market data research are [for example: yard sales, flea markets, local estate

auctions, and Internet website specializing in the sale of used household goods. or: local, national and international auction houses.] Because quality, condition, and desirability affect the appropriate market where items would most commonly be purchased by the public, I may have considered different markets for different items of personal property depending on the above factors.

Scope of Work

Scope of work is defined by USPAP as the work actually performed in order to develop credible assignment results. The scope of work employed in this assignment, including the report content and the detail of that content, was dependent upon the needs of the client, the intended use of the report, the definition of value that I used, the effective date of the report, and the subject property's value relevant characteristics.

The scope of work for this assignment included:

- A personal inspection of the subject property was conducted in order to properly determine its identity and value-relevant property characteristics.
- While on site, I documented the relevant information in writing and took detailed high resolution digital images of the property.
- Identification research was later conducted, if necessary, making use of relevant books authored by subject property experts, or relevant periodicals and Internet websites.]
- Value research for past sales of comparable properties was conducted making use as necessary of relevant resource books, value guides, national auction houses, and specialized Internet websites, as well as personal observations made at secondary market retail establishments, local auction and estate sales.]
- For appraised items found to be common, depreciable property of minimal value for which extensive research is neither necessary, cost-effective, nor required by the client, limited research was conducted. Rather, my personal experience, knowledge and past personal undocumented observations were used as a basis for my value opinions.
- Low-value, depreciable items such as everyday pots and pans or common hand tools may have been grouped together and minimally described or researched.
- In general, the condition of the items examined was good. Any alterations from original condition or damage beyond that usual and common for items of similar age are so noted in the appraisal report. I did not test any mechanical, electrical or electronic item of property. I made the extraordinary assumption that all such devices were in good working order.
- I analyzed the market data, making adjustments as necessary for differences in value characteristics between the comparable and subject property, and arrived at my final opinion of value.
- No one provided me with significant assistance (either appraisal or otherwise) in the development of my opinions, analyses or conclusions.
- Where this appraisal is based not only on the items, but also on factual data or documentation supplied therewith, this appraisal report shall so state by making reference thereto and, where appropriate, attaching copies thereto.

Approach to Value

In this assignment, the sales comparison approach to value was employed to determine fair market value. In the sales comparison approach, the most appropriate market is researched to locate comparable items which have sold in the past on which an opinion of value can be based. Adjustments in value are made to reflect differences (if any) in value relevant characteristics between the comparable properties and the subject properties.

Neither the cost approach to value nor the income approach to value was employed:

- In the cost approach to value, the basis for value is formed by the cost to reproduce or purchase a new suitable replacement property (adjusted downwards to reflect all forms of depreciation in the subject property, if any). Since the use of the cost approach would result in "depreciated cost new" and not in "fair market value," the cost approach to value was not applicable to this assignment, so it was not considered.
- In the income approach, anticipated future income of investment property (i.e., income-generating property) is capitalized in order to calculate its present worth. Since the subject property is not investment property, the income approach to value was not applicable to this assignment, so it was not considered.

Assignment Conditions Encountered

- Limiting Conditions: There was a time restriction put on me not enabling me to take as detailed photographs of some items that had been in boxes as I normally do. I also used descriptions that had been used by a previous appraiser on an earlier document in order to meet the time restrictions. Where I felt the description needed to be amended I did so.
- Extraordinary Assumptions: none
- Hypothetical Conditions: none
- Jurisdictional Exceptions: none
- Other: I was provided with an appraisal that had been done by two other appraisers in the area in 2013. As stated above I used those descriptions as often as possible. All valuations were my own. Many of my valuations were the same as the previous appraisers, simply because many items in the home were nice items, though just "furniture and decorative pieces".

Listings/Offers/Past Sales

There are no known current agreements of sale, validated offers or third-offers to sell, options, or listings of the subject property as of the effective date of the appraisal. There are no known prior sales of the subject property that have occurred within a reasonable time preceding the effective date of this appraisal.

Disclosure of Interest/Past Services Rendered

I have no current or prospective interest in the subject properties or parties involved. Neither have I performed any services (appraisal or otherwise) related to the subject property within the preceding three years.

Disclaimers and Terms and Conditions

Unless otherwise noted in the Valuation Section of this report, this appraisal is based only on the readily apparent identity of the items appraised. In my opinion, no further opinion or guarantee of authenticity, genuineness, attribution or authorship is necessary.

With the exception of you, my client, possession of this report or its copy does not carry with it the right of publication, nor may this report be used for any purpose by anyone other than you or your agent without my previous written consent. If this report is reproduced, copied or otherwise used by those authorized, the report must be used in its entirety which includes this transmittal letter and all enclosures and attachments. Furthermore, no changes can be made to this report by anyone other than myself. I am not responsible for any unauthorized changes to this report, and any such unauthorized changes immediately render this report null and void.

USPAP Certification

With the below signature I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant personal property appraisal assistance to the person signing this certification.

Statement of Confidentiality

I regard all information concerning this appraisal assignment as confidential. I retain a copy of this document along with my original notes in the assignment workfile, and I will not allow others to have access to these records without your written permission unless so ordered by a court of law.

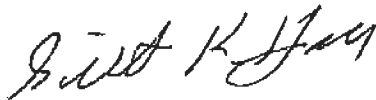
Declaration

My background, education, experience and membership in professional associations qualify me to make appraisals of the type of property that is the subject of this appraisal. A complete list of my qualifications can be found in my Professional Profile which is attached in the addenda to this report.

Electronic Transmission of Report

This appraisal report has been transmitted to you electronically and includes my signatures in electronic form. I affirm that I maintain sole personal control over the use of the electronic signature appended hereto. Electronically affixing my signature to this report carries the same level of authenticity and responsibility for this report's content, analyses and conclusions as would appending an original ink signature on a paper copy of this report.

Sincerely,



Gilbert K Hall
Enclosures:

1. Valuation Section with images
2. Appraisers Professional Profile

Estate of Simon
L. Bernstein

NO	ITEM/DESCRIPTION	FMV
FOYER		
1	NEEDLEPOINT RUG - 5 1/2" X 3 1/2" - ALL OVER FLORAL DESIGN WITH BORDER WITH ADDITIONAL COLORS OF GREEN, PINK, AND BROWN	\$50.00
		
2	COPPER BOWL - 36" - TURNED, CIRCULAR, UNDERCOATED (ON WALL)	\$75.00
		
3	BENCH - EARLY 20TH CENTURY, ART NOUVEAU, MAHOGANY, INLAID DECORATION UPHOLSTERED SEAT AND BACK	\$350.00
		
4	STATUES - (2) - CARVED WOOD LION - ONE STANDING - ONE SITTING - GLASS EYES - MODERN DECORATIVE	\$550.00
		
5	ORIENTAL RUG - 6'2" X 3'11" - HAND KNOTTED - WOOL ON COTTON - BLUE FIELD LEAFY SCROLLS AND FLOWERS - 3 BORDERS - ADDITIONAL COLORS OF TAN - PINK AND IVORY	\$75.00

Estate of Simon
L. Bernstein



- 6 CENTER TABLE - OCTAGONAL BEVELED GLASS TOP - CAST URN BASE WITH RING HANDLES \$500.00



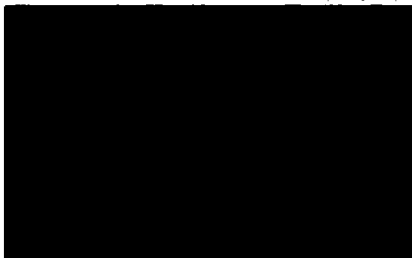
- 7 CERAMIC SCULPTURE BY FISHER - COUPLE KISSING - 21" \$20.00



- 8 4 GLASS CYLINDERS WITH TWIGS, STONES, AND SILK ORCHIDS - VARIOUS HEIGHTS \$125.00



- 9 LARGE COVERED POT WITH INCISED DECORATION - POTTERY \$40.00



- 10 TALL CASE CLOCK - 19TH CENTURY - OAK - SCROLL BONNET - FULL TURNED FLANDING HAND PAINTED DIAL - ROMAN NUMERALS - TWO KEY HOLES - SECOND HAND - CALENDAR APERTURE - DIAL SIGNED - "HUGH ROBERTS LLANGEFRI WALES" - PANELED DOOR FLAKED BY HALF TURNED COLUMNS - BRACKET FEET CONDITION - REFINISHED - RESTORED \$425.00

Estate of Simon
L. Bernstein



- 11 PAINTING - 60" X 40" - SIGHT SIZE - OIL ON CANVAS - FLOWERING BRANCHES - NO APPARENT SIGNATURE - IN WOOD FRAME \$95.00



TOTAL FOR FOYER \$2,305.00

LIVING AREA

- 1 MIRROR - 87" X 31 1/2" - SQUARE - GOLD AND SILVER LACQUERED FRAME \$175.00



- 2 LITHOGRAPH - 12 1/2" X 9 3/4" - PAPER SIZE PIERRE AUGUST RENOIR - FRENCH (1841-1919) "CLAUDE RENOIR - TETE BAISEE" "CAT. # ROGER-MARX #14" IN GOLD FRAME - PROVENANCE: THE J.L. HUDSON GALLERY, MICHIGAN \$1,000.00

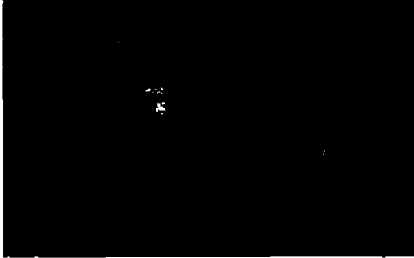


- 3 2 WHITE COMPOSITION FLOOR VASE- OVER-ALL CIRCLE DECORATION ONE NOW IN THE EAST GARAGE \$70.00



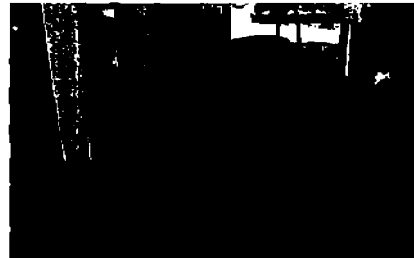
Estate of Simon
L. Bernstein

- 4 MIRROR - GOLD OVAL FRAME - NOW IN EAST GARAGE \$10.00



- 5 STATUE - 60" POTTERY - PRE-COLUMBIAN STYLE FIGURE WEARING BEAD ORNAMENT AND TRADITIONAL COSTUME \$100.00

- 6 2 LARGE METAL BOWL AND POT - EACH WITH RING HANDLES \$70.00



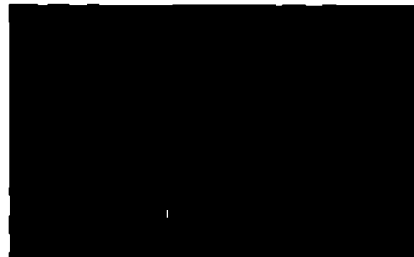
- 7 2 CHARGERS - 31" AND 27" ROUND - LACQUERED ON STANDS - MADE IN VIETNAM \$70.00

- 8 ARTIFICIAL FLORAL ARRANGEMENT - SILK LILLY AND HYDRANGEA IN GLASS VASE \$50.00
SILK ORCHID IN CERAMIC VASE - 7 SILK CALLA LILIES - PLASTIC - 17"

- 9 STANDS (2) - METAL POWDER COATED SQUARE TOPS ON FOUR FOOTED PEDESTAL BASE - TWO HEIGHTS - 34" X 12" - 28" X 10" \$70.00



- 10 FLOOR SCREEN - 6-FOLD - GOLD BACKGROUND WITH PURPLE GLITTER FLOWER OUTLINES - BLACK LACQUER "FRAME" MOUNTED ON WALL - ARTIST ROBERT KUSHNER - 2001 - 2003 - 67" X 12" \$550.00



- 11 2 SECTIONAL SOFAS - GOLD FABRIC UPHOLSTERY - EACH IN TWO SECTIONS - CURVED - SKIRTED - TOGETHER WITH EIGHT TOSS PILLOWS \$750.00

Estate of Simon
L. Bernstein



12 COCKTAIL TABLE - OVAL GLASS TOP - "HAMMERED" METAL BASE WITH CONCAVE SHELF - 22" X 51" X 60" \$300.00

13 ORIENTAL RUG - 12' X 9' - HAND KNOTTED - WOOL ON COTTON - BLACK FIELD WITH ALL-OVER FLOWER DESIGN - THREE BORDERS - ADDITIONAL COLORS OF TAN AND IVORY "WASHED" FINISHED \$495.00



14 BOWL - 19" DIAMETER - WATERFORD - "EVOLUTION" - ROUND AMBER COLORED GLASS \$75.00



15 BOWL (DECORATIVE PLATE)- 18" CERAMIC WITH HAND PAINTED WOMAN HOLDING FLOWER VASE - SIGNED "MARSHA B" \$10.00

16 CANDLE SNUFFER \$10.00

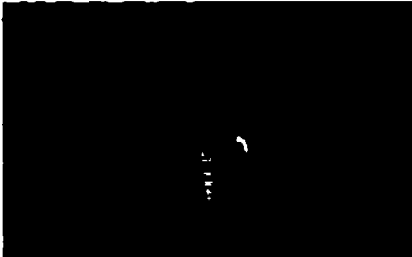


17 3 SILVER COMPOSITION CANDLESTICKS - 25" TO 29" \$45.00

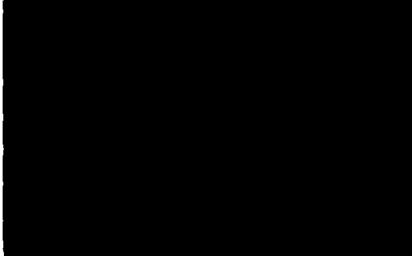


Estate of Simon
L. Bernstein

- 18 MANTLE CLOCK - 12 1/2" X 19" 1/2" - ONYX - ROUND ENAMEL DIAL WITH ROMAN NUMERALS - TIME AND STRIKE - SOLD THROUGH J.E. CALDWELL & Co PHILADELPHIA \$495.00



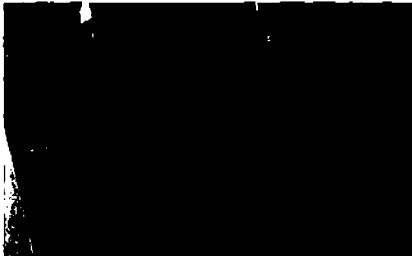
- 19 2 FIREPLACE ACCESSORIES - METAL GATE - BLACK IRON GRATE \$50.00
3 SILVER METAL CANDLESTICKS - 13" (IN FIREPLACE) \$30.00



- 20 STANDING IRON MENORAH 42" X 34" \$35.00



- 21 COVERED URN - 56" - POTTERY - WITH INCISED DECORATION - 56" X 39" \$95.00



TOTAL FOR LIVING AREA \$4,555.00

POWDER ROOM

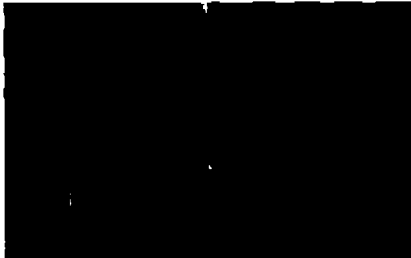
- 1 MIRROR - CARVED AND PAINTED WOOD - BIRDS ON FLOWERING TREES - MEXICO \$95.00

Estate of Simon
L. Bernstein



2 PLASTIC FIGURAL HOLDER

\$5.00



3 MIRROR WITH WOVEN FRAME WITH RAISED FLOWERS - 21" X 15"

\$15.00

4 FRAMED PRINT OF FOUR 19TH CENTURY GIRLS - IN GOLD FRAME - 23" X 19"

\$15.00



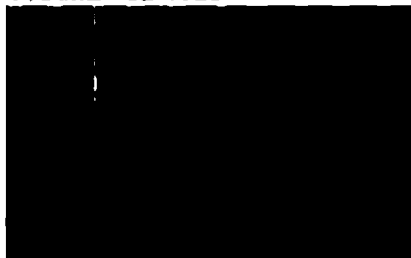
5 DOMED TRUNK WITH FLORAL PAINTED DECORATION - 23" X 72" X 17"

\$20.00



6 FRAMED PORTRAIT OF A MAN - SIGNED - "DANIEL LANZING - 1977" - IN SILVER
FRAME - 32" X 26"

\$5.00



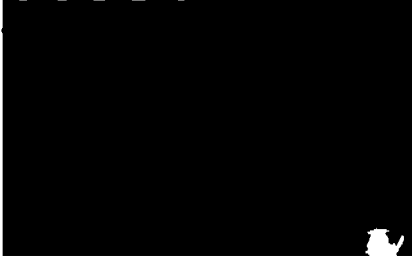
TOTAL FOR POWDER ROOM

\$155.00

Estate of Simon
L. Bernstein

DINING AREA

- 1 BLUE CERAMIC VASE WITH DRIED MATERIAL - 28" X 52" \$10.00



- 2 LUCITE MENORAH - 24" - BLUE AND CLEAR \$50.00

- 3 3 VASES - PURPLE AND CLEAR Cased GLASS - ELONGATED - VARIOUS HEIGHTS "NOUVELL" - 23" TO 33" \$60.00

- 4 2 MURANO GLASS BIRDS - PINK 4" X 6" \$30.00



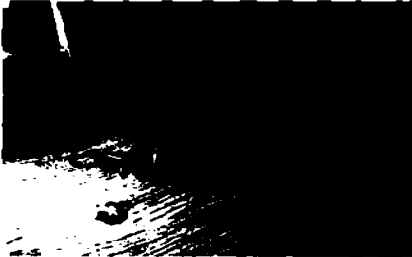
- 5 MEZUZAH ITEM WAS NOT IN HOME AT TIME OF INSPECTION

- 6 LLADRO KISSING DOVES \$35.00



- 7 ENAMEL TULIP DECORATION \$5.00

- 8 JAY STRONGWATER BOX - 2" X 4" \$35.00



- 9 COBALT BLUE GLASS VASE WITH ORCIDIUM ORCHIDS - 28" X 51" \$50.00



Estate of Simon
L. Bernstein

- 10 MIRRORED VASE WITH SILK FLOWERS - 16" X 36"

\$25.00



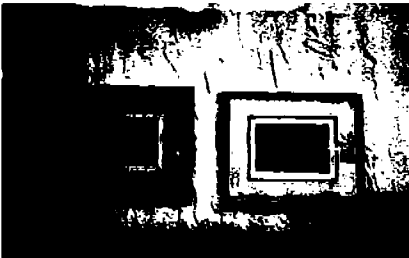
- 11 SCULPTURE - 15 1/2" X 31" - LLADRO - "GONDOLA OF LOVE" - REF. NO: 1870

\$975.00



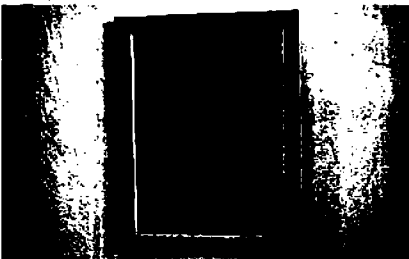
- 12 8 ENGRAVINGS - 7" X 10" IMAGE SIZE - SCENES OF JEWISH FIGURES ENGAGED IN VARIOUS GATHERINGS - EACH SIGNED AND TITLED - IN WOOD FRAMES

\$200.00



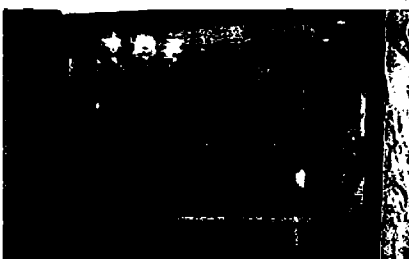
- 13 PAINTING - 28" X 19" SIGHT SIZE - WILLIAM WEINTRAUB, AMERICAN, 20TH CENTURY - OIL ON CANVAS, SIGNED AND DATED, "WEINTRAUB '73" - YOUNG MAN WITH RIFLE IN WOOD FRAME

\$300.00



- 14 LITHOGRAPH - WILLIAM WEINTRAUB, AMERICAN - 20TH CENTURY - 85/200 - PORTRAIT OF TWO ELDERLY MEN - IN WOOD FRAME

\$35.00

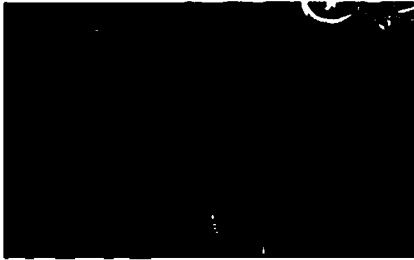


- 15 ARMOIRE - ENGLISH PINE WITH WHITEWASHED FINISH - CARVED BASKET AND SCROLL CREEET, TWO PANELED DOORS ABOVE TWO SHORT AND TWO LONG

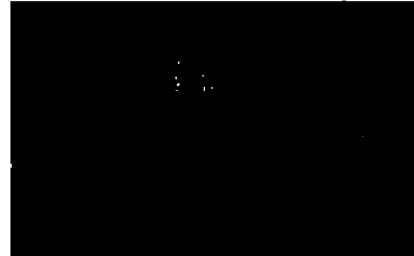
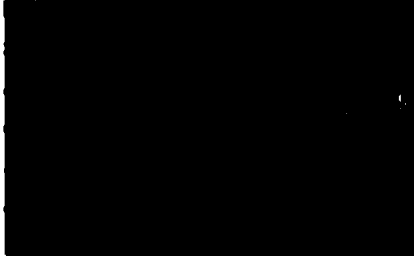
\$625.00

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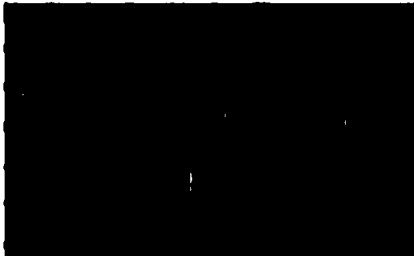
DRAWERS - INTERIOR WITH SHELVES AND THREE DRAWERS



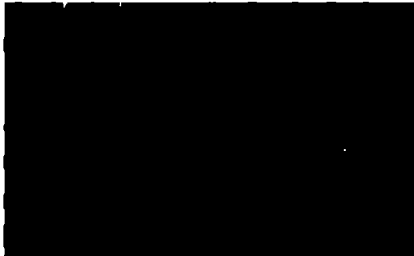
- | | | |
|----|---|----------|
| 16 | DINNER WARE (68) PIECE SET - WEDGWOOD ETRURIA - "EMBOSSED QUEENSWARE" - BLUE AND WHITE - CONSISTING OF 16 CUPS - 14 SAUCERS - 13 DINNER PLATES - 14 BOWLS - 14 BREAD AND BUTTER PLATES - 13 LUNCHEON PLATES | \$175.00 |
| 17 | PAIR ENGLISH PORCELAIN SALT AND PEPPER SHAKERS - BIRDS - 9 COLORED GLASS WATER GOBLETS - 7 COLORLESS GLASS CHAMPAGNE STEMS | \$30.00 |
| 18 | PAIR OF CERAMIC GARSON PAKELE CANDLEHOLDERS | \$40.00 |
| 19 | 7 WATERFORD CRYSTAL WINE GLASSES | \$140.00 |



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|----|---|---------|
| 20 | LENOX FOOTED CUP - 8 GLASS CORDIAL STEMS - 14 COLORLESS GLASS BALLOON WINES | \$30.00 |
|----|---|---------|

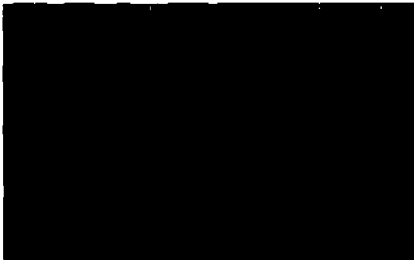


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|----|--|---------|
| 21 | VERSACE PLATE "LE JARDIN DE VERSACE" | \$40.00 |
| 22 | PORTUGUESE CERAMIC DINNER SERVICE - 12 PIECES; 5 HAND PAINTED WINE GLASSES - 4 MARTINI GLASSES | \$35.00 |

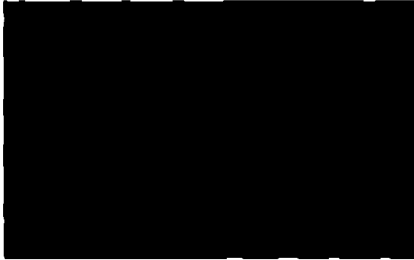


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|----|---|----------|
| 23 | GROUP OF MODERN ASIAN PORCELAIN PLATES AND BOWL - CERAMIC HAND PAINTED BOWL - HANDMADE CERAMIC SUGAR BOWL - 3 METAL AND ENAMEL JULIA KNIT BOWLS | \$100.00 |
|----|---|----------|

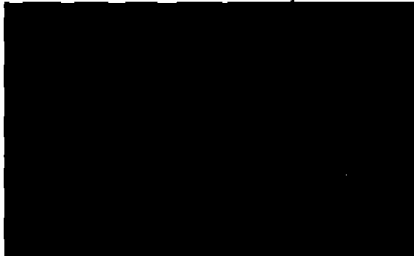
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|----|---|---------|
| 24 | 8 TRACY PORTER CERAMIC SQUARE PLATES - PERSONALIZED CERAMIC WEDDING TRAY - MEXICAN CERAMIC TRAY | \$50.00 |
|----|---|---------|



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|----|--|----------|
| 25 | ASSORTED NAPKIN RINGS - CHOPSTICKS - NAPKINS - 6 SERVICING PIECES WITH CRYSTAL HANDLE (MATCHES SET IN FAMILY ROOM) - PLACEMATS | \$50.00 |
| 26 | WOOD AND STERLING SILVER CHALLAH TRAY MARKED "HAZORFIM" 925 (WEIGHT OF SILVER UNKNOWN) 10 1/2" X 13" | \$100.00 |



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|----|--|----------|
| 27 | FARM TABLE - 10' - BLEACHED OAK - RECTANGULAR TOP WITH BREADBOARD ENDS - TRESTLE BASE | \$750.00 |
| 28 | DINING CHAIRS - 10 - WHITEWASHED WITH RUSH SEATS - LADDER BACK CONSISTING OF 2 ARM AND 8 SIDE CHAIRS | \$500.00 |



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|----|--|---------|
| 29 | ETCHING - 7" X 5" SIGHT SIZE - 3/4 PORTRAIT OF A MAN - ILLEGIBLE PENCIL SIGNATURE LOWER RIGHT - IN FRAME | \$25.00 |
|----|--|---------|

TOTAL FOR DINING AREA	\$4,500.00
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KITCHEN

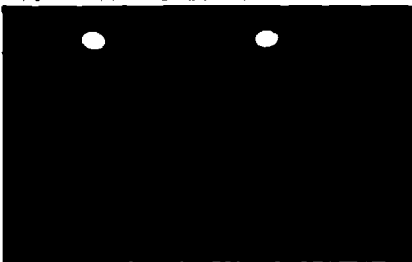
- | | | |
|---|---|---------|
| 1 | MACKENZIE - CHILD'S 2-HANDLED VASE AND GLASS CAKE COVER | \$50.00 |
| 2 | 8 ASSORTED CERAMIC BOWLS AND PITCHERS - | \$80.00 |

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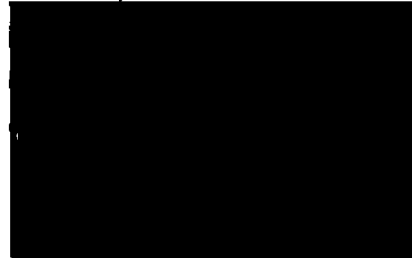
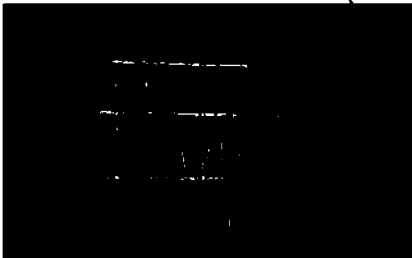
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|---|--------------------------------------|---------|
| 3 | PORCELAIN COMPOTE | \$10.00 |
| 4 | GLASS PITCHER WITH INSERT DECORATION | \$10.00 |
| 5 | GLASS VASE | \$10.00 |
| 6 | GLASS BOWL ON STAND | \$10.00 |



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|---|---|----------|
| 7 | 10 ASSORTED ITALIAN/PORTUGUESE CERAMICS INCLUDING VASES - COVERED JARS AND PLANTERS | \$250.00 |
|---|---|----------|



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|---|---|----------|
| 8 | SERVING TRAYS AND BOWLS
CERAMIC PLATTERS
ASSORTED CERAMIC AND PORCELAIN DISHES - PLATES - GLASS VASE
3 PIECES PORTUGUESE DINNER WARE (MATCHES #32 IN DINING ROOM)
(MATCHES #32 IN DINING ROOM) 5 PIECES NOT FOUND DURING INSPECTION
GLASS PLATES
STEMWARE
WATERFORD CRYSTAL PITCHER
2 PIECES PURPLE ENAMEL & METALWARE BOWL & TRAY-NOT IN HOME
8 TRACY PORTER PLATES (MATCHES #32 IN DINING ROOM) | \$500.00 |
|---|---|----------|



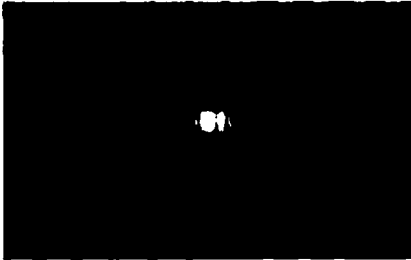
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|----|---|----------|
| 9 | STEMWARE - 17 - WATERFORD CRYSTAL CONSISTING OF RED WINES - WHITE WINES - AND CHAMPAGEN FLUTES | \$255.00 |
| 10 | MCKENZIES CHILD THREE PIECE CANNISTER SET-
ABOVE ITEMS NOT FOUND DURING INSPECTION | NA |
| 11 | ASSORTED EVERYDAY BAKE WARE - COOKWARE - FLATWARE - SERVING PIECES - CUTLERY - UTENSILS - TRIVETS - | \$175.00 |
| 12 | MICROWAVE OVEN | \$30.00 |
| 13 | KEURIG COFFEE MACHINE | \$25.00 |
| 14 | TOASTER ITEM NOT IN HOME AT TIME OF INSPECTION | NA |
| 15 | CAN OPENER ITEM NOT IN HOME AT TIME OF INSPECTION | NA |
| 16 | BLENDER | \$10.00 |

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- 17 JUICER - JACK LALANE \$25.00



- 18 SCULPTURES - 3 - 8" - CONTEMPORARY GLAZED POTTERY - SIGNED - "POLLY COOP" \$135.00
BUST OF MAN HOLDING ARROW - BUST OF A WOMAN HOLDING HEART AND BUST
OF MAN AND WOMAN KISSING



- 19 COMPUTER - DELL - MODEL NO. 1908PL - LCD MONITOR - WIRELESS KEY PAD - NA
TOGETHER WITH ALTEC LANSING SPEAKERS
20 PRINTER - HP - ALL-IN-ONE DESKJET F380 NA
COMPUTER SPEAKERS, PRINTER WERE NOT IN HOME AT TIME OF INSPECTION
21 SIDE CHAIRS - 5 - BROWN LEATHER AND CHROME - CONTEMPORARY STYLE \$250.00
22 DISH - 7" - DAUM - FRANCE - PURPLE AND GREEN PATE DE VERRE GLASS WITH NA
LIZARD RIM --- **ITEM WAS NOT IN HOME AT TIME OF INSPECTION**
23 MIRROR - METAL - ENAMEL AND CRYSTAL - OVAL MIRROR PLATE NA
ITEM WAS NOT IN HOME AT TIME OF INSPECTION

TOTAL FOR KITCHEN \$1,825.00

FAMILY ROOM

- 1 GIUSEPPE ARMANI PORCELAIN FIGURAL GROUP - BOY AND GIRL ON SWING \$50.00



- 2 CERAMIC MENORAH **ITEM WAS NOT IN HOME AT TIME OF INSPECTION** NA
3 CLOCK \$5.00
4 GLASS AND METAL BOX **ITEM NOT IN HOME AT TIME OF INSPECTION** NA
5 PAIR ITALIAN GLASS FIGURAL CANDLESTICKS \$30.00
6 CRYSTAL BUNNY FIGURE \$5.00
7 CRYSTAL RHINOCEROS - CHIPPED \$2.00
8 ETCHED GLASS PAPERWEIGHT OF SOLDIER AT WAILING WALL - CHIPPED \$5.00
9 SWAROVSKI FLOWER VASE AND HUMMING BIRD ON BRANCH \$30.00
10 MURANO GLASS FISH - 15" X 15" - **DAMAGED** \$25.00

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- 11 WATERFORD CRYSTAL GOLF CLUB

\$15.00



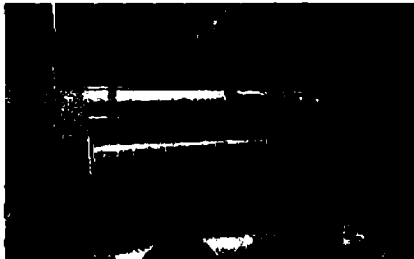
- 12 SCREEN PRINT - GICLEE - BEN (BENJAMIN) SCHONZZEIT - AMERICAN - (B.1942)
STILL LIFE OF FLOWERS IN A VASE - SIGNED - "SCHONZEIT" - IN SILVER METAL
FRAME - 74" X 96"

\$1,500.00



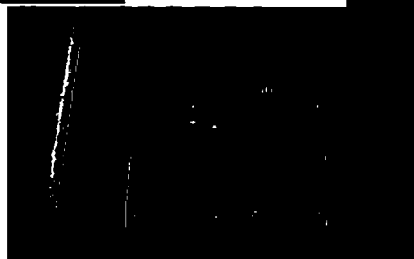
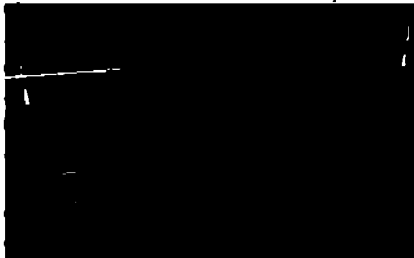
- 13 SERVER - RECTANGULAR GLASS TOP AND CURVED GLASS - SLIDING DOOR -
WOOD BASE WITH CHROME SUPPORTS AND RAIL - INTERIOR SHELVES AND TWO
DRAWERS - 31" X 82" X 22"

\$750.00



- 14 CONTENTS OF SERVER: PLASTIC & METAL FLATWARE, FLATWARE SET
WITH CRYSTAL HANDLES, ASSORTED PLATES

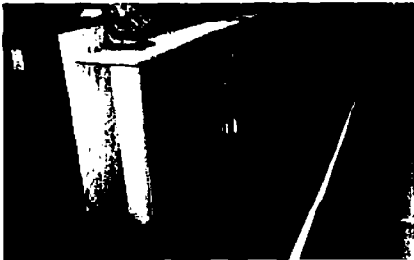
\$75.00



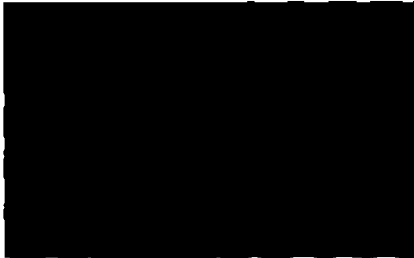
- 15 BAR STOOLS-4-STEEL WITH BLUE ULTRASUEDE SEATS - CONTEMPORARY STYLE

\$400.00

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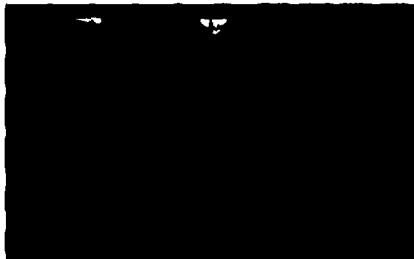
- 16 COMPOTE FRUIT BOWL - METAL WITH PURPLE ENAMEL - 7 1/2" X 12" \$15.00



- 17 BLUE COVERED BOX - ISRAEL - 4" X 7" \$10.00
SCULPTURES - 2 - 36 1/2" - BLACK METAL - EACH AN ABSTRACT BUST WITH \$250.00
CUTOUT - NO APPARENT SIGNATURE - TOGETHER WITH WOOD CUBE PEDESTALS



- 18 SECTIONAL SOFA - LEATHER AND SUEDE - BROWN AND BEIGE WITH SECTIONS - \$1,200.00
CONTEMPORARY STYLE - WITH TOSS PILLOWS AND TROWS



- 19 COCKTAIL TABLE - TWO ROUND GLASS TOPS ON CIRCULAR CHROME SUPPORTS \$175.00
ROUND BASE - 18" X 40"



- 20 LACQUER BOXES - SET OF THREE - GRADUATED SIZES - SKLAR FURNISHINGS \$75.00
21 DISPLAY CABINET - OVAL WOOD WITH SILVER FINISH - TWO CURVED GLASS \$135.00
DOORS - LIGHTED - 73" X 36"

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CONTENTS OF DISPLAY CABINET

- | | | |
|----|--|----------|
| 22 | SHOFAR HORN - | \$70.00 |
| 23 | LLADRO - 12" - JAPANESE WOMAN AND BOCAJE - "GEISHA" - REF NO. 4807 | \$100.00 |
| 24 | 3 HAND BLOWN ITALIAN GLASS PITCHERS - 5" | \$15.00 |
| 25 | MEZUZAH - THIS ITME WAS NOT IN HOME AT TIME OF INSPECTION | NA |



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|----|---|----------|
| 26 | HALCYON DAYS ENAMEL BOX - 2" | \$10.00 |
| 27 | LLADRO BSIQUE FIGURE OF A WOMAN WITH "WALL" | \$350.00 |
| 28 | LLADRO BISQUE FIGURE OF A KNEELING WOMAN | \$150.00 |



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|----|--|---------|
| 29 | LLADRO - 10" - "PUPPY LOVE" - REF NO. 1127 | \$50.00 |
|----|--|---------|



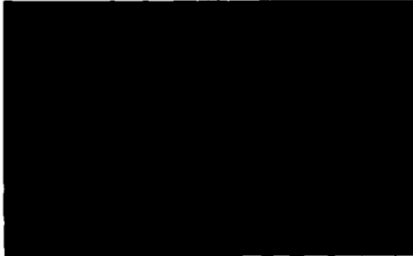
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| 30 | 2 FIGURES - COMPOSITION - BICHON FRISE DOG - | \$10.00 |
|----|--|---------|



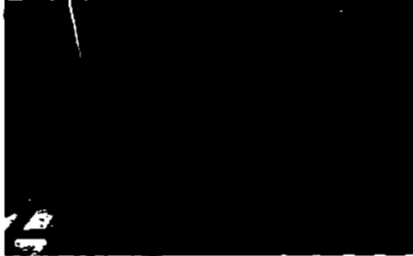
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| 31 | LLADRO - 12 1/2" JAPANESE RICKSHAW WITH MAN AND PASSENGER - "RIDE IN | \$575.00 |
|----|--|----------|

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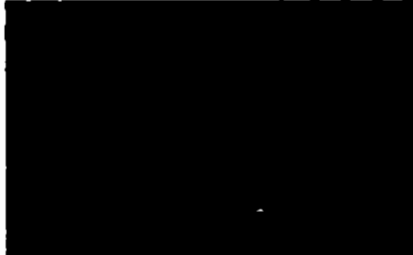
CHINA" - REF NO. 1383



32 LLADRO - 11" - GIRL SEATED IN CHAIR - "APPRECIATION" - REF. NO. 1396 \$275.00



33 ROYAL DOULTON - "QUEEN OF THE DAWN" \$30.00



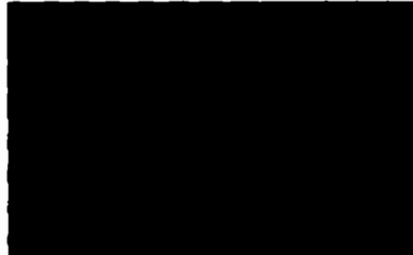
34 LARGE SHOFAR - METAL MOUNTED \$75.00

35 LLADRO - MOSES WITH TABLETS - "MOSES" - REF. NO. 5170 \$125.00

GREEN GLASS FIGURE OF AN ASIAN MAN \$15.00



36 LLADRO - 15" - WOMAN ON BALCONY WITH FLOWER POTS - "FAR AWAY THOUGHTS" \$750.00
REF. NO. 1798



37 METAL SCULPTURE OF DANCER \$25.00

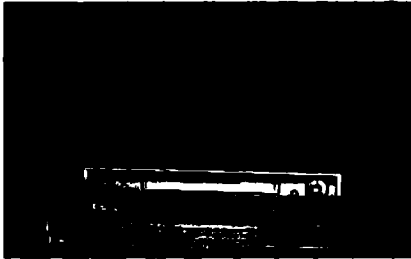
38 LLADRO - 14" - "WINE TASTER" - REF. NO. 5239 \$140.00

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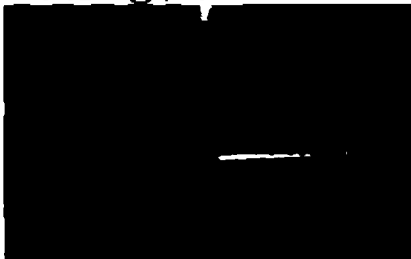


ELECTRONICS

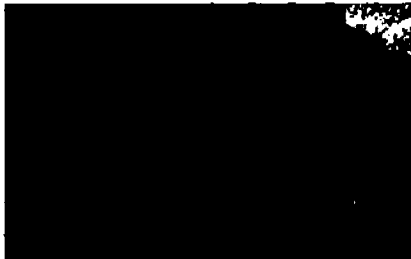
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|----|--|---------|
| 39 | VCR - SANYO - MODEL NO. VWM900 | \$5.00 |
| 40 | DVD PLAYER - PANASONIC - MODEL NO. DVD-527 | \$10.00 |
| 41 | COMPACT DISC PLAYER - NAKAMICHI - MODEL NO. CDC-3A | \$40.00 |



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|----|--|---------|
| 42 | AUDIO SPEAKER/AMP SALEOTOR - NILES - MODEL NO. MSA-10A | \$25.00 |
| 43 | RECEIVER - ONKYO - MODEL NO. TX-SR602 | \$45.00 |
| 44 | AMP - NHT - MA-1 | \$25.00 |
| 48 | 140 CD'S @ \$.50 | \$70.00 |

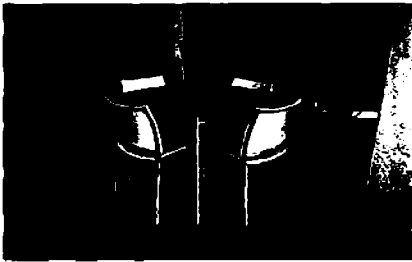


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|----|--|--------|
| 49 | TELEVISION - 60" - MITSUBISHI - MODEL NO. VS60112 - REAR SCREEN PROJECTOR
2002 - CONDITION - OBSOLETE - NO COMMERCIAL VALUE | \$0.00 |
|----|--|--------|



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|----|---|----------|
| 50 | CARD TABLE SET - 5 - SQUARE RED GLASS TOP - METAL BASE - CONTEMPORARY
STYLE - TOGETHER WITH 4 SIDE CHAIRS - GRAY PLASTIC AND SILVER METAL
FRAME | \$200.00 |
|----|---|----------|

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- 52 VASE -15 1/2" - ANTHONY CORRADETTI - ART GLASS - SIGNED - "CORRADETTI 1995" \$125.00
HAND BLOWN WITH COLORED ABSTRACT DECORATION



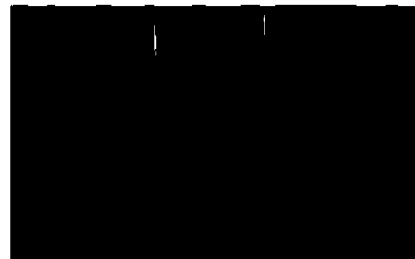
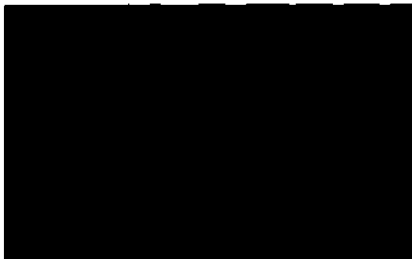
TOTAL FOR FAMILY ROOM

\$8,062.00

POWDER ROOM II

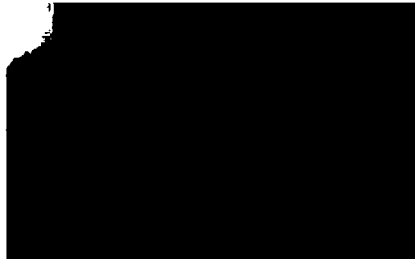
- 1 PLETRA DURA CLOWS - 6 1/2" X 4 1/2"
2 PHANTOM OF THE OPERA POSTER

\$25.00
\$5.00



- 3 BASKET
4 2 PAINTED WOOD BOXES
5 PRINCESS PAINTING

\$5.00
\$20.00
\$5.00



- 6 INDIAN WOOD CARVED MIRROR

\$65.00

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TOTAL FOR POWDER ROOM II

\$125.00

WEST HALL

- 1 ASSORTED PILLOWS
POKER CHIP SET

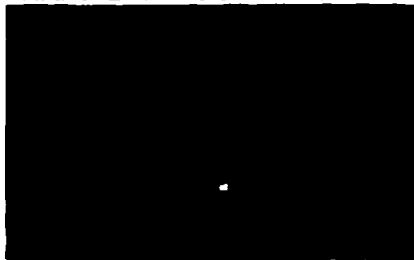
\$40.00

\$10.00



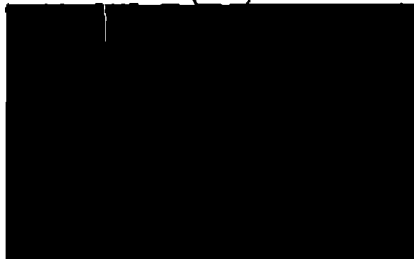
- 2 ETCHING - 11" X 9" SIGHT SIZE - WITHOUT FRAME - PENCIL SIGNED LOWER RIGHT -
"H. BENDER" - SEATED MAN - WOOD FRAME

\$25.00



- 3 SERIGRAPH - 18" X 12" - WITHOUT FRAME - STANLEY HANDELMAN - AMERICAN/
ISRAELI - (20TH - 21ST CENTURY) - 28/250 - PENCIL SIGNED LOWER RIGHT -
"HANDELMAN (IMP)" - ISRAELI SOLDERS - IN GOLD METAL FRAME

\$25.00



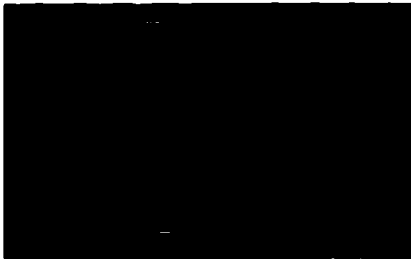
- 4 DRAWING - 27" X 18" - WITHOUT FRAME - MOSHE GAT -ISRAELI - (B.1935) - INK
AND WASH ON PAPER - SIGNED LOWER RIGHT - "MOSHE GAT" - PORTRAIT OF A
MAN - IN SILVER WOOD FRAME

\$75.00

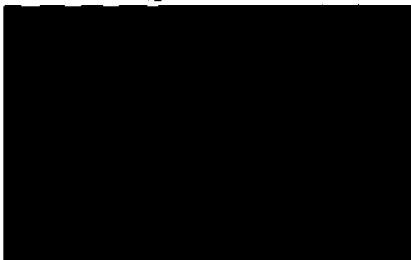
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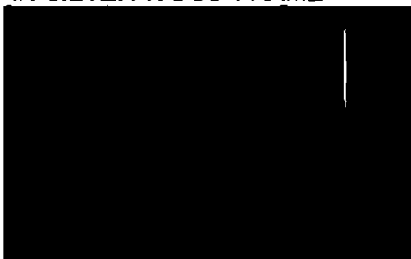
- 5 SERIGRAPH - 12" X 18" - WITHOUT FRAME - STANLEY HANDELMAN - AMERICAN/ ISRAELI - (20TH - 21ST CENTURY) - 32/250 - PENCIL SIGNED LOWER RIGHT - "HANDELMAN (IMP)" - WAILING WALL - IN SILVER WOOD FRAME \$25.00
- 6 ETCHING - 12" X 9" WITHOUT FRAME - PENCIL SIGNED LOWER RIGHT - "H. BENDER" TWO FIGURES - IN WOOD FRAME \$25.00



- 7 PHOTOGRAPHS - 4- ASSORTED TRAVEL SUBJECTS - PORTRAITS - IN SILVER WOOD FRAME - - 7" X 9" - 1 - 12" X 10" \$40.00
- ONE SMALLER PHOTO WAS NOT FOUND DURING INSPECTION IN HOME**



- 8 SERIGRAPH - 20" X 23" - SIGHT SIZE - YAACOV AGAM - AMERICAN/ISRAELI - (B. 1928 "EA" - PENCIL SIGNED LOWER RIGHT - "AGAM" - MULTICOLOR GEOMETRIC DESIGN - IN SILVER WOOD FRAME \$275.00

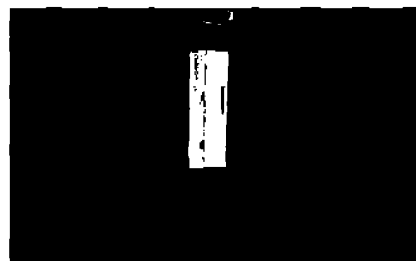


- 9 LITHOGRAPHS - 3 - 22" X 18" - SIGHT SIZE - ROMAN (ERTE) DE TIRTOFF - AMERICAN. RUSSIAN - (1892- 1990) - FIGURES 6" - 8" 9" IN WOOD FRAME - NO VISIBLE SIGNATURE \$150.00

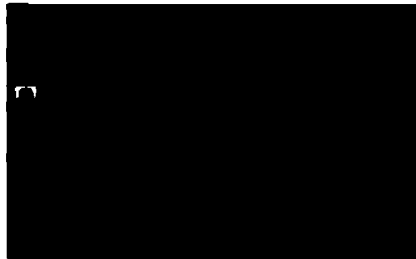
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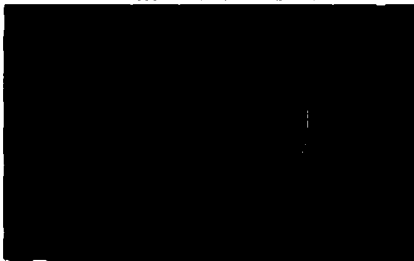
- 10 CHEST - FLORAL DECORATED WOOD - NAIL HEAD TRIM - 17" X 15" X 14"- BATHROOM \$25.00
SCULPTURE - 28" - BATHROOM - PORCELAIN - STANDING LADY - MARKED "AUSTIN
PRODUCTIONS - 1988" \$40.00
11 MIRROR - 32" X 30" - ROUND TOP - BEVELED MIRROR PLATE - WORMWOOD FRAME \$50.00
BATHROOM



- 12 LITHOGRAPH - 28" X 26" SIGHT SIZE - BATHROOM - NORMAN ROCKWELL - \$75.00
"SHUFFELTON'S BARBERSHOP" - IN GOLD METAL FRAME
13 WALL PLAQUE - 38" X 20" - RESIN - FEMALE FIGURE IN RELIEF \$20.00

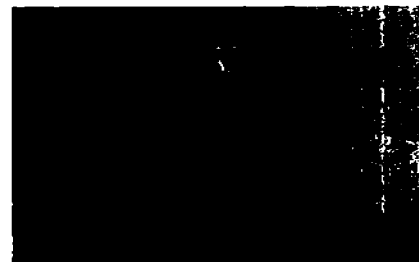


- 14 MIRROR- 29" - PAINTED AND CARVED WOOD - CIRCULAR - WITH CONFORMING \$65.00
BEVELED MIRROR PLATE

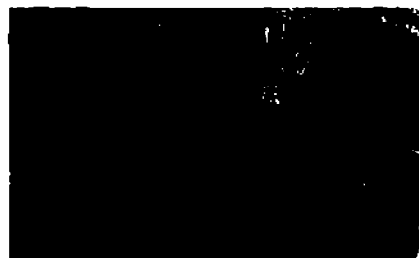


- 15 VASE - 14" - GLAZED POTTERY - POLLY COOK - WOMAN WITH A HAT - BATHROOM \$50.00
16 VASE - 13" - GLASS - KOSTA BODA WOMAN \$75.00

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- | | | |
|----|---|----------|
| 17 | NEEDLEPOINT PICTURE - 12" X 14" - YOUNG MAN SEATED - IN SILVER WOOD FRAME | \$10.00 |
| 18 | CONTENTS OF CLOSET - ASSORTED KITCHENWARE - APPLIANCES - 2 SILVER PLAT TRAYS - CLEANING EQUIPMENT | \$100.00 |



TOTAL FOR WEST HALL

\$1,200.00

FIRST FLOOR NORTHWEST GUEST ROOM

- | | | |
|---|---|----------|
| 1 | PAINING - OIL ON RIDGED CANVAS - MULTICOLOR - IN GALLERY WRAP FRAME, 3'X1 | \$100.00 |
| 2 | 1 MIRROR - 30" X 18" - METAL AND GLASS - RECTANGULAR MIROR PLATE | \$50.00 |
- ONE OF THE ABOVE MIRRORS WAS NOT IN THE HOME AT TIME OF INSPECTION**

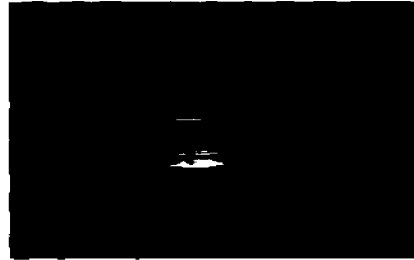


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|---|---|---------|
| 3 | SIDE TABLE - PAINTED WOOD - CIRCULAR TOP WITH SHELL DECORATION - "MADE IN CHINA" - 26" X 24" | \$40.00 |
| 4 | LAMP - GLASS AND POLISHED METAL - SQUARE FABRIC SHADE - NOTE: MATCHES #96 AND #179 - 23" X 6" | \$25.00 |
| 5 | SLEEPER SOFA - BLUE AND BEIGE STRIPED FABRIC - WITH ACCESSORY PILLOWS | \$75.00 |



- | | | |
|---|---|---------|
| 6 | END TABLE - 2 - POLISHED METAL CUBES - 19" X 18" - EACH | \$40.00 |
| 7 | FIGURAL GROUP - 12" X 19" X 14" - CAPO-DI-MONTE - CHILDREN AROUND A TABLE CRACKED - | \$25.00 |

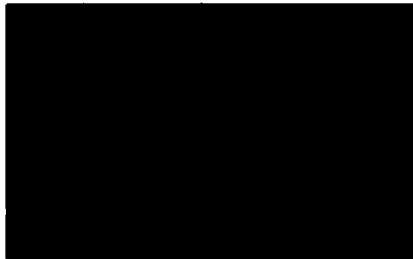
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- 8 FLOOR LAMP - BLACK METAL TRIPOD BODY AND BASE - WHITE CERAMIC SHADE \$30.00
 9 SIDE CHAIR - SEATED WOMAN PAINTED ON WOOD - METAL BASE - "MADE IN CHINA" \$25.00
 NOTE: MATCHES #109
 10 CABINET - MEDIUM STAIN PINE - RECTANGULAR TOP - GOLFING SCENE ON TWO \$50.00
 PAINTED DOORS - SINGLE DRAWER - 32" X 38" X 24"



- 11 WALL PLAQUE - 32" X 44" - OVAL PAINTED WOOD - "ST. ANDREWS" - WITH TWO \$25.00
 WOOD SHAFT CLUB ATTACHED



- 12 IN SHELF IN CLOSET \$50.00
 2 GLASS STEMWARE
 LAMP WITH WHITE FABRIC SHADE
 PORCELAIN SCULPTURE OF WOMAN - REPAIRS - NO COMMERCIAL VALUE
 FIGURAL SCULPTURE
 ASSORTED GAMES

TOTAL FOR FIRST FLOOR NORTHWEST GUEST ROOM \$535.00

FIRST FLOOR WEST GUEST ROOM

- 1 FIGURINE - 13 1/2" - LLADRO - "GOLFING COUPLE" - REF. NO. 1453, NOW IN BAR \$100.00

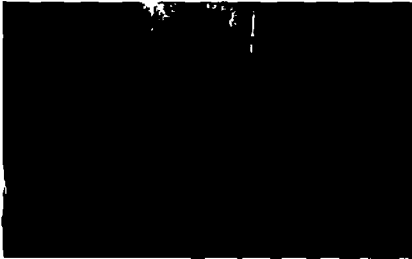
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|----------|--|----------------|
| 2 | CONTENTS OF CLOSET | \$25.00 |
| | LUGGAGE | |
| | PILLOWS | |
| | TABLE LINENS - NOT IN CLOSET AT TIME OF INSPECTION | |
| | 2 LAMPS | |



- | | | |
|----------|--|-----------------|
| 3 | NESTING TABLES - 3 - LACQUERED WOOD - TAPERED LEGS - "MADE IN VIETNAM" | \$30.00 |
| 4 | LAMP - GLASS AND POLISHED METAL - SQUARE FABRIC SHADE - NOTE: MATCHES #84 AND 179 | \$25.00 |
| 5 | BED - MAPLE AND MAPLE PARQUET VENEER HEADBOARD - QUEEN SIZE - TOGETHER WITH MATTRESS ONLY | \$125.00 |
| 6 | NIGHTSTAND - FAUX PAINTED WOOD - SINGLE DRAWER - SINGLE SHELF | \$10.00 |
| 7 | FIGURINE - PLASTER - STANDING MAN WITH PROPER BOOK - AUSTIN PRODUCTION | \$25.00 |
| 8 | LAMP - SILVER WOOD - GLASS DECORATION - GRAY FABRIC SHADE | \$25.00 |



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|----------|---|----------------|
| 9 | PAINTING - 30" X 23" SIGHT SIZE - OIL ON CANVAS - VAN GOGH COPY - WOOD FRAME | \$75.00 |
|----------|---|----------------|



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|-----------|---|----------------|
| 10 | PORCELAIN FIGURINE IN BATHROOM ONE ONLY | \$5.00 |
| 11 | PURPLE GLASS PLATE | \$5.00 |
| 12 | <u>VASE WITH ARTIFICIAL ARRANGEMENT (BATHROOM)</u> | \$10.00 |

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|----|---|----------|
| 13 | DESK CHAIR - BLACK FABRIC -METAL BASE NOT IN HOME AT TIME OF INSPECTION | NA |
| 14 | ARMOIRE - GREEN ANTIQUE STAIN WOOD WITH FLORAL PAINTED PANELS - SINGLE INTERIOR SHELVES - SINGLE DRAWER - 6' X 3' X 15" | \$100.00 |
| 15 | SIDE CHAIR - SEATED WOMAN PAINTED ON WOOD - METAL BASE - "MADE IN CHINA NOTE: MATCHES #89 | \$25.00 |



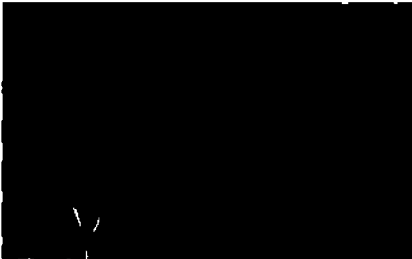
TOTAL FOR FIRST FLOOR WEST GUEST ROOM	\$585.00
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EAST SITTING ROOM

- | | | |
|---|---|----------|
| 1 | BAR - BROWN METAL AND OVAL CLEAR GLASS TOP - BOW FRONT - POLISHED METAL SUPPORT - 41" X 46" X 17" | \$125.00 |
| 2 | BAR STOOLS - 2 - ENAMELED WOOD AND METAL - BLACK FABRIC SEAT - SWIVEL | \$150.00 |
| 3 | VASES - 2 - CLEAR GLASS WITH ARRANGEMENTS - POLISHED METAL IN RECTANGULAR GLASS STAND - 12" | \$50.00 |



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|---|---|---------|
| 4 | SERIGRAPH - 20" X 15" - SIGHT SIZE - WOMAN HOLDING A CIGARETTE - NO APPARENT SIGNATURE - IN GOLD METAL FRAME - 30 1/2" X 25" WITH FRAME | \$50.00 |
|---|---|---------|



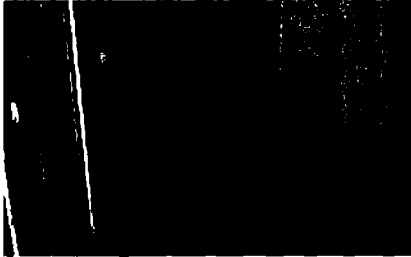
- | | | |
|---|--|---------|
| 5 | CONTENTS OF CABINET
SMALL AMOUNT OF ASSORTED EVERY DAY DINNERWARE | \$50.00 |
|---|--|---------|

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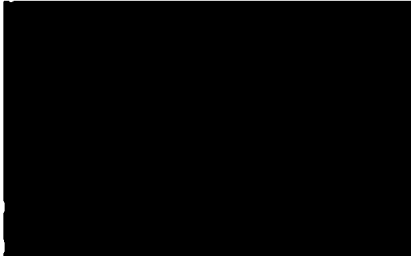
GLASS WARE
FLATWARE



- | | | |
|---|---|---------|
| 6 | METAL OPENWORK FOOTED BOWL - 14" X 28" | \$25.00 |
| 7 | FRUIT DECORATED PAINTED CHEST - RING PULLS - METAL PAW FEET - 22" X 20" | \$35.00 |

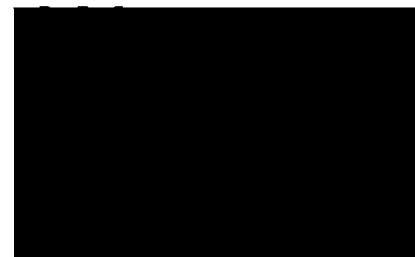


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|---|---|---------|
| 8 | PAINTING - 60" X 24" - SIGHT SIZE - OIL ON CANVAS - FLOWERS IN VASE - NO APPARENT SIGNATURE - IN BLACK WOOD FRAME | \$50.00 |
|---|---|---------|



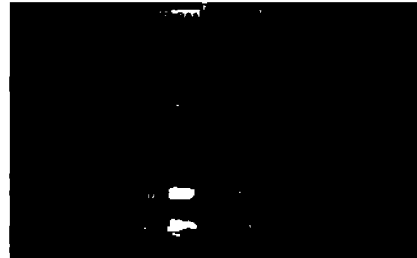
CONTENTS OF CABINET

- | | | |
|----|--|---------|
| 9 | SMALL AMOUNT OF DINNER AND GLASS WARE | \$10.00 |
| 10 | MURANO GREEN GLASS VASE | \$10.00 |
| 11 | 4 - PAINTED TERRACOTTA FEMALE FIGURINES - IN TOP - 17" | \$20.00 |

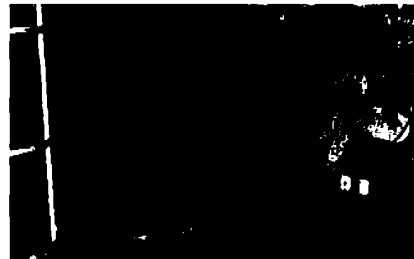


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|----|---|---------|
| 12 | END TABLE - CIRCULAR GLASS TOP - METAL BASE - 25" X 12" | \$10.00 |
| 13 | LAMP - BRONZE COLOR WOOD - GLASS DECORATION - PURPLE FABRIC SHADE - 25" | \$10.00 |
| 14 | <u>MICROWAVE</u> | \$20.00 |

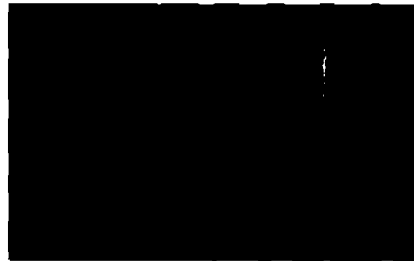
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|----|---|----------|
| 15 | SOFA - 2 - 6' EACH - RED ULTRA SUEDE UPHOLSTERY - CRESCENT FORM - WITH SINGLE OTTOMAN BY "AMERICAN LEATHER" SEAMS PULLING APART | \$250.00 |
| 16 | AREA RUG - 5' 3" X 8' - WOOL - HAND TUFTED - MULTICOLOR CIRCLES - "MADE IN CHINA" | \$75.00 |
| 17 | END TABLE - HALF OVAL GLASS TOP - POLISHED METAL SUPPORT AND BASE - 22" X 19" X 13" | \$40.00 |
| 18 | TELEVISION - 50" X SAMSUNG - DLP - MODEL NO HLR5087W - 2005 | \$75.00 |
| 19 | DVD - SONY - MODEL NO DVP-NS41P | \$5.00 |



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|----|---|---------|
| 20 | COLOR HALFTONE PRINT - "ST. ANDREWS" - IN BATHROOM | \$10.00 |
| 21 | CERAMIC VASE WITH ARTIFICIAL ARRANGEMENT - PEWTER BOWL - TERRACOTTA WOMAN | \$20.00 |
| 22 | MIRROR - WHITEWASHED WOOD - RECTANGULAR FRAME - CONFORMING BEVELED MIRROR PLATE - 32" X 36" | \$25.00 |



TOTAL FOR EAST SITTING ROOM	\$1,115.00
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STAIRWELL

- | | | |
|---|--|---------|
| 1 | PAINTING - 72" X 64" - SIGHT SIZE - OIL ON CANVAS - ABSTRACT SCENE - NO APPARENT SIGNATURE - IN WOOD FRAME | \$75.00 |
|---|--|---------|

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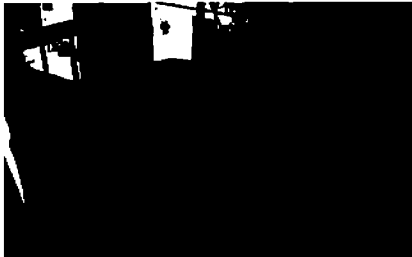


TOTAL FOR STAIRWELL

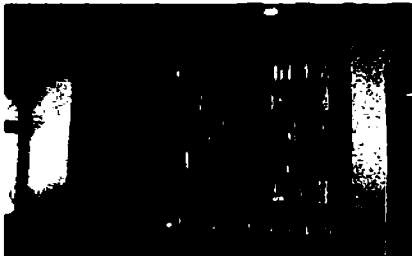
\$75.00

STUDY

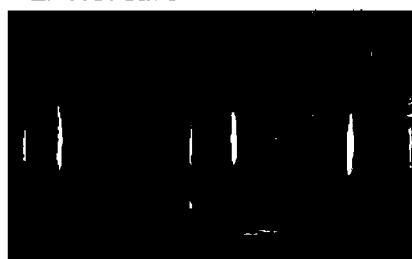
- 1 TILT TOP TABLE - LATE 19TH - EARLY 20TH CENTURY - PAPER MACHE - SHAPED TOP - PAINTED AND MOTHER-OF-PEARL DECORATION - 28" X 29" X 29" \$275.00
- 2 FLOOR VASES - 2 - BEIGE CERAMIC - WITH ARTIFICIAL TREE ARRANGEMENTS 48" X 21" \$100.00
- 3 GLOBE - PLASTIC - EARTH WITH MOTHER-OF-PEARL COUNTRIES - ON POLISHED METAL STAND \$30.00



- 4 BOOKS - APPROXIMATELY 500 BOOKS - HARDCOVER - NOVELS - COOKERY - ART - REFERENCE \$125.00



- 5 FIGURINE - LLADRO - 4 1/2" SEATED CLOWN - "PIERROT WITH PUPPY" - #5277 \$40.00
- 6 FIGURINE - LLADRO - 3" - "RABBIT EATING" - REF NO. 4772 \$40.00
- 7 FIGURINE - LLADRO - 4" X 6" - PLAQUE - SEATED DON QUIXOTE \$10.00
- 8 FIGURINE - LLADRO - 4 3/4" - KNEELING CLOWN - "PARROT WITH PUPPY AND BALL" REF NO. 5278 \$50.00

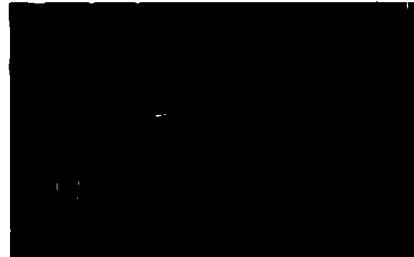


- 9 TELEVISION - 17" - ZENITH - LCD - MODEL NO. L17W36 - 2003 \$25.00
- 10 DESK ORGANIZER - PAINTED WOOD - GALLERY - TOW DOORS - INTERIOR SHELVES \$25.00

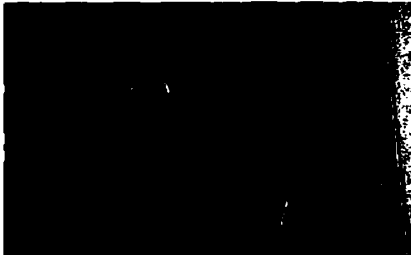
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AND CUBBIES

- | | | |
|----|--|----------|
| 11 | FIGURINE - LLADRO - 12' - "ANNIVERSARY DANCE" - REF NO. 1372 | \$120.00 |
| 12 | FIGURINE - LLADRO - 13 1/4" - "GOLFING COUPLE" - REF. NO. 1453 | \$100.00 |



- | | | |
|----|--|----------|
| 13 | FIGURINE - LLADRO - 10 1/2" - "GOLFER" - REF. NO. 4824 | \$75.00 |
| 14 | FIGURINE - LLADRO - 10 1/2" - "DAISY" - REF. NO. 5118 | \$125.00 |



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|----|--|---------|
| 15 | KALEIDOSCOPE - 2- BRASS - MIRROR AND GLASS - PLASTIC ON LUCITE STAND | \$20.00 |
|----|--|---------|



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|----|---|---------|
| 16 | LAPTOP - DELL LATITUDE - MODEL NO. D830 - 2008 | NA |
| 17 | SCANNER - VISIONEER - MODEL NO. 9750USB | NA |
| 18 | MONITOR - 17" - DELL - FLAT PANEL | \$10.00 |
| | #S 16 AND 17 NOT IN HOME AT TIME OF INSPECTION | NA |
| 19 | MISCELLANEOUS | \$40.00 |

PORCELAIN DOG
MURANO STYLE GLASS WOMAN WITH MURANO GLASS DOG
PLASTER FIGURE - "FIDDLER ON THE ROOF" - CHIPPED - NO COMMERCIAL VALUE
RESIN FIGURE - SEATED WOMAN - "FLORENCE"
"RED RYDER" BB GUN - NO BB GUN NOT IN HOME AT TIME OF INSPECTION

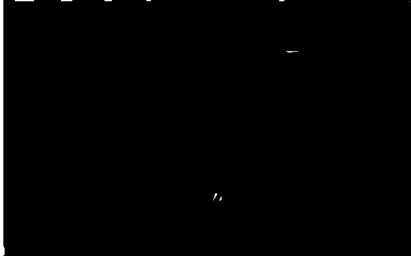


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|----|--|---------|
| 20 | <u>9" - LLADRO - STANDING GIRL - 8 3/8" - CONDITION - MISSING STICK # 4678</u> | \$25.00 |
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- 21 STEUBEN GLASS - ETCHED SIGNATURE - "AMERICAN EAGLE" - 6 1/4" - #8304 \$225.00
22 STEUBEN GLASS - ETCHED SIGNATURE - SEASHELL - 3 1/2" X 4" \$75.00



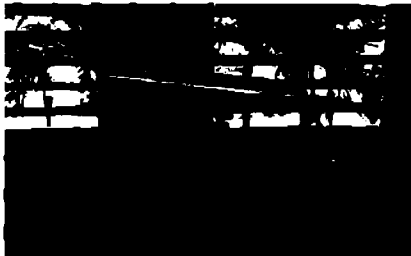
- 23 TABLE - LIGHT STAIN WOOD - RECTANGULAR TOP - TRESTLE SUPPORT - 31" X 50" X 29" \$75.00
24 DESK CHAIR - EXECUTIVE - GRAY UPHOLSTERY - METAL BASE - FLIPPER ARMS \$10.00



- 25 SIDE TABLE - CIRCULAR MOSAIC TOP - METAL BASE - 24" X 21" \$20.00
26 ARM CHAIRS - 2 - RATTAN AND METAL - CIRCLE BACK - TAPERED LEGS - 26" X 7" \$50.00
27 SIDE TABLE - CIRCULAR MARBLE TOP - TRIPOD METAL BASE - 28" X 24" \$25.00



- 28 TELESCOPE - 21" - REPRODUCTION 18TH CENTURY STYLE REFLECTING TELESCOP \$350.00
BRASS - "CULPEPPER INSTRUMENTS - ENGLAND" - "12-059/1982" - TRIPOD BASE
29 LIBRARY STEPS \$75.00



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TOTAL FOR STUDY **\$2,140.00**

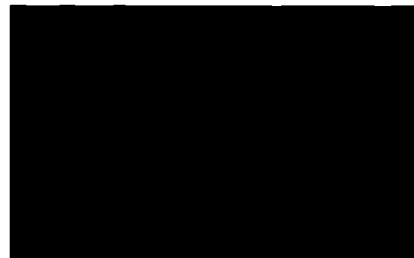
BALCONY

- | | | |
|---|--|---------|
| 1 | PLANTER - PAINTED WITH RELIEF DECORATION - MADE IN MEXICO - 29" X 31" | \$30.00 |
| 2 | BENCH - BLACK - PAINTED METAL - SCROLL ARMS - 34"S X 40" - PAINT PEELING | \$25.00 |

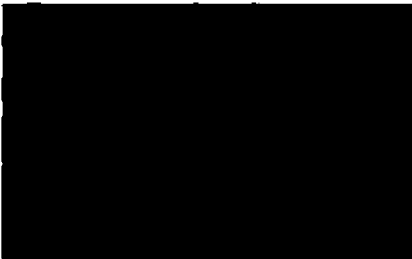
TOTAL FOR STUDY BALCONY **\$55.00**

UPSTAIRS WEST HALL

- | | | |
|---|---|---------|
| 1 | PAINTING - 23" X 31" - SIGHT SIZE - OIL ON CANVAS - RIVER - TREES AND CITY - ILLEGIBLE SIGNATURE - IN GOLD WOOD FRAME | \$50.00 |
| 2 | LITHOGRAPH - 22/275 - PENCIL SIGNED LOWER RIGHT - "JOY" - JAPANESE STYLE - SEATED WOMAN WITH BIRD - IN WOOD FRAME | \$30.00 |

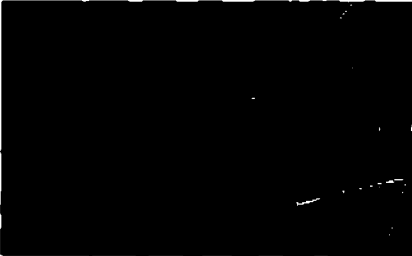


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|---|---|---------|
| 3 | FLOOR VASE - 23" X 8" - ASIAN STYLE PAINTED CERAMIC - WITH ARTIFICIAL ARRANGEMENT | \$25.00 |
|---|---|---------|



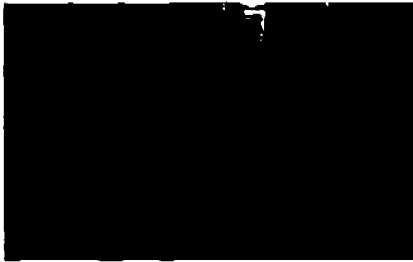
CONTENTS OF KITCHEN

- | | | |
|---|---|---------|
| 4 | SMALL AMOUNT OF EVERYDAY DINNERWARE - GLASSWARE - | \$15.00 |
| | MICROWAVE | \$20.00 |
| | COFFEEMAKER | \$10.00 |



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|---|--|---------|
| 5 | <u>RUNNER - 2 1/2" X 10" - WOOL - BEIGE AND TAN SQUARES - BLACK ACCENT</u> | \$20.00 |
|---|--|---------|

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TOTAL FOR UPSTAIRS WEST HALL

\$170.00

WEST UPSTAIRS BATH/CLOSET

- 1 TELEVISION - 18" - VIZIO - LCD- MODEL NO. VA19LHDTV10T

\$30.00



- 2 MISCELLANEOUS ON COUNTER
ENAMELED CRAB, 9 ASSORTED GLASS PERFUME BOTTLES
SOME WITH CHIPS- SILVER PLATER TRAY

NA

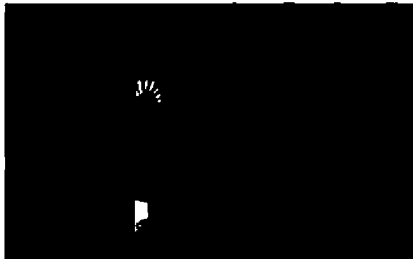
ABOVE ITEMS WERE NOT IN HOME AT TIME OF INSPECTION

- 3 PRINT - 12" X 9" SIGHT SIZE - 96/200 - "713" - PENCIL SIGNED LOWER RIGHT - "MIKE LEVY" - KING DAVID AT JERUSALEM - IN SILVER METAL FRAME

\$25.00

- 4 BAKER'S RACK - BROWN METAL - SCROLL LEGS - FOUR TIERS

\$75.00



- 5 POTPOURRI BASKET
6 VASE WITH ARTIFICIAL ARRANGEMENT
7 POT WITH ARRANGEMENT
8 TREE FORM METAL TOWEL RACK
9 CERAMIC COUPLE

\$5.00

\$5.00

\$5.00

\$10.00

\$2.00

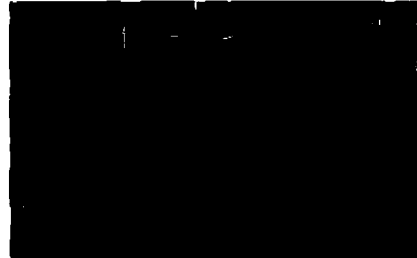
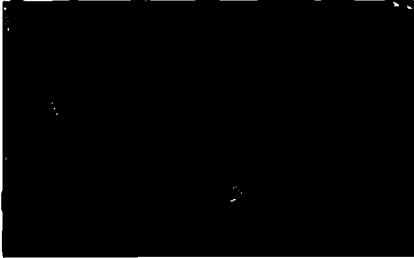


- 10 ROUND AREA RUG - 5' DIAMETER

\$50.00

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- | | | |
|--|---|---------|
| 11 | AREA RUG - 2' X 4' | \$10.00 |
| 12 | SLIPPER CHAIR - GREEN FLORAL UPHOLSTERY | \$50.00 |
| 13 | TELEVISION - 19" - VIZIO - MODEL NO. VA19LHDTV10T | \$30.00 |
| IT APPEARS THERE HAD BEEN A DUPLICATION OF THIS TV ON THE PREVIOUS REPORT | | |



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|---------------------------------------|--|-----------------|
| 14 | GARMENT STEAMER - ROWENTA- NOT IN HOME AT TIME OF INSPECTION | \$10.00 |
| TOTAL FOR UPSTAIRS BATH/CLOSET | | \$307.00 |

WEST UPSTAIRS BEDROOM -MASTER BEDROOM

- | | | |
|---|--|---------|
| 1 | CHEST OF DRAWERS - LATE 19TH - EARLY 20TH CENTURY - STRIPPED FINISH - SHAPED TOP - THREE DRAWERS - 32" X 37" X 20" | \$75.00 |
| 2 | PLASTER SCULPTURE - 22" - GIRL WITH DOG | \$10.00 |
| 3 | ARTIFICIAL ARRANGEMENT IN WOOD POT | \$5.00 |
| 4 | LAMP - CERAMIC AND WOOD BODY - FABRIC SHADE | \$10.00 |

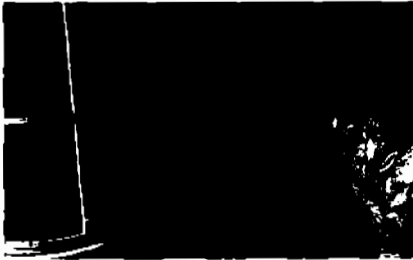


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|---|--|----------|
| 5 | ARMOIRE - WHITEWASHED PINE - OVERHANGING ROUNDED CORNICE - 2 DOORS
FITTED INTERIOR - 8' X 80" X 24" | \$375.00 |
| 6 | TELEVISION - 47" X - VIZIO - MODEL NO. M470NV - 2011 | \$100.00 |
| 7 | VCR - PANASONIC - MODEL NO. DVD S27 | \$10.00 |
| 8 | DOUBLE CHAIR - CARVED WOOD FRAME - LEATHER WITH NAIL HEAD TRIM-FLORAL
FABRIC SEAT WITH ACCENT PILLOWS - BY ROBB STUCKEY | \$295.00 |



- | | | |
|----|---|---------|
| 9 | NIGHTSTAND - MIRROR AND SILVER METAL - SINGLE DRAWER - TWO DOORS -
30" X 30" X 17" | \$95.00 |
| 10 | <u>LAMP - PEWTER FINISH - POLISHED METAL - WHITE GLASS SHADE - ADJUSTABLE</u> | \$10.00 |

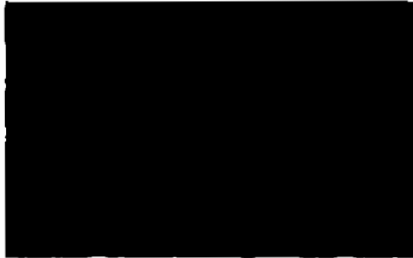
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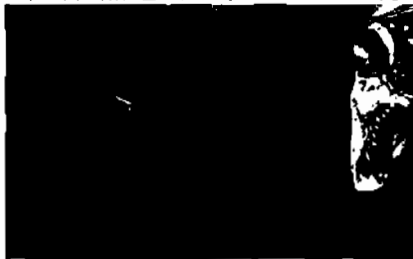
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|----|--|----------|
| 11 | SLEIGH BED - KING SIZE - MEDIUM STAIN WOOD - TOGETHER WITH MATTRESS BOX SPRING AND FRAME | \$175.00 |
| 12 | BLANKET CHEST - WHITEWASHED PINE - CARVED DECORATION | \$50.00 |
| 13 | AREA RUG - 8 1/2" X 5" - WOOL - ALL OVER FLORAL DECORATION ON TAN FIELD - LIGHTLY SCULPTED | \$65.00 |



- | | | |
|----|---|---------|
| 14 | NIGHTSTAND - MEDIUM STAIN WOOD - BOW FRONT - THREE DRAWERS - BY TOMMY BAHAMA - 30" X 2" X 17" | \$75.00 |
| 15 | LAMP - TIFFANY STYLE - BRONZE COLORED METAL BASE - STAINED GLASS SHADE - 22" | \$45.00 |

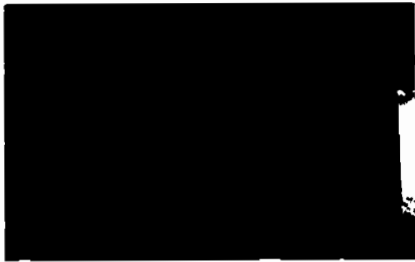


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|----|--|----------|
| 16 | UPHOLSTERED STOOL -NOT IN HOME AT TIME OF INSPECTION | NA |
| 17 | 2 - THROW RUGS - 24" X 34" - WOOL - | \$40.00 |
| 18 | TREADMILL - LIFE FITNESS - T3 | \$100.00 |



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|----|---|---------|
| 19 | PAINTING - 54" X 60" - MULTI MEDIA - ABSTRACT FLOWERS - SQUARES - NO APPARENT SIGNATURE | \$75.00 |
|----|---|---------|

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- 20 FIGURINE - 28" - LLADRO - GRES FINISH - WOMAN WITH PAINT PALETTE - \$500.00
"PORTRAIT" - REF. NO. 4942



TOTAL FOR WEST UPSTAIRS BEDROOM /MASTER BEDROOM \$2,110.00

BALCONY

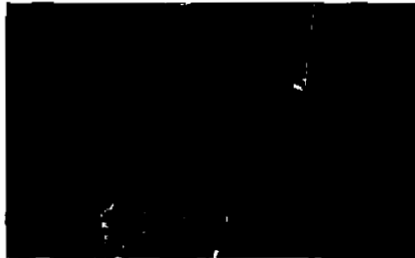
- 1 PLANTER - PAINTED WITH RELIEF DECORATION - MADE IN MEXICO - 29" X 30" \$50.00



- 2 BISTRO SET - 3 - BLACK PAINTED METAL - CIRCULAR TABLE TOP - TOGETHER WITH- \$50.00
2 SIDE CHARS - CORRODED FINISH - 28" X 26"



- 3 BENCH - BLACK PAINTED METAL - SCROLL ARMS \$25.00

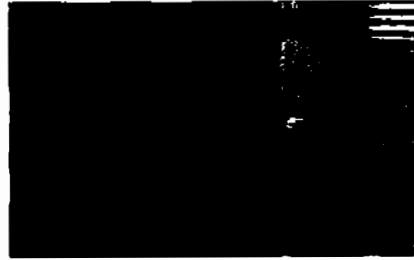


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TOTAL FOR BALCONY **\$125.00**

NORTH UPSTAIRS GUEST ROOM

- | | | |
|---|---|---------|
| 1 | CHILD'S BENCH - 28" X 5' - LAMINATE - PINE - "L" SHAPE WITH STORAGE | \$75.00 |
| 2 | CHILD'S ROCKER - RATTAN AND WICKER - WITH PINK CUSHION | \$25.00 |
| 3 | NIGHTSTAND - KID'S DESK - 24" X 30" X 20" - PINE - SINGLE DRAWER | \$20.00 |
| 4 | LAMP - GLASS AND POLISHED METAL -SQUARE FABRIC SHADE - NOTE: MATCHES #84 AND 96 | \$20.00 |



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|---|--|---------|
| 5 | BED - LIGHT STAIN WOOD - FULL SIZE - WITH MATTRESS - BOX SPRING-FRAME | \$75.00 |
| 6 | SCREEN - 61" X 36" - LIGHT STAIN WOOD - THREE PANELS - CUTOUTS FOR PHOTOGRAPHS | \$15.00 |



- | | | |
|---|--|---------|
| 7 | TELEVISION -20" - JVC - CRT - WITH VCR - CONDITION - OBSOLETE - | \$0.00 |
| 8 | STAND - MEDIUM STAIN WOOD - BAMBOO AND CANE ACCENTS - 38" X 18" X 18" 2 DRAWER - | \$35.00 |

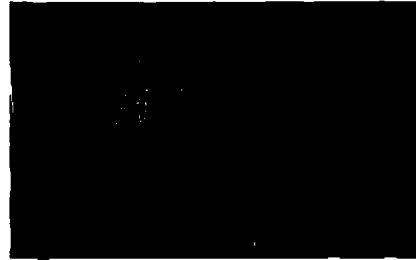


TOTAL FOR NORTH UPSTAIRS GUEST ROOM **\$265.00**

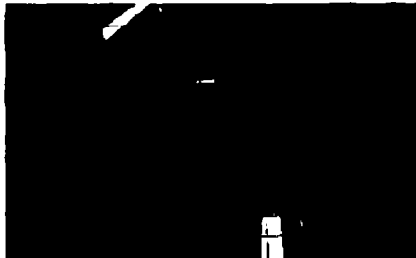
SOUTH UPSTAIRS GUEST ROOM

- | | | |
|---|---|---------|
| 1 | CHEST - SEMI BAMBOO STYLE - SHAPED MARBLE TOP - MEDIUM STAINED WOOD - FLORAL DECORATIONS - THREE DRAWERS - 33" X 36" X 17" | \$40.00 |
| 2 | LOW CHAIR - WOVEN RATTAN - WOOD LEGS - 34" X 32" X 27" | \$35.00 |
| 3 | ARMOIRE - MEDIUM STAIN WOOD - OVERHANGING CORNICE - TWO DOORS WITH <u>WITH LATTICE INSERTS - OVER TWO SOLID DOORS - 71" X 36" X 21"</u> | \$75.00 |

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- | | | |
|---|---|----------|
| 4 | TELEVISION - 32" - VIZIO - LCD - MODEL NO. VO32OE - 2009 | \$45.00 |
| 5 | WOOD CARVING - PAINTED AND CARVED - SEATED FIGURE | NA |
| #5 NOT IN HOME AT TIME OF INSPECTION | | |
| 6 | GICLEE - 46" X 64" - ON CANVAS - "THE BEATLES" - 353/950 - STYLIZED PHOTOGRAPH OF THE ALBUM COVER OF THE BEATLES FIRST ALBUM RELEASE IN UNITED STATES IN 1964 | \$100.00 |
| 7 | NIGHT STAND - EARLY 20TH CENTURY - STRIPPED PINE - PAINTED FLORAL DECORATION - SINGLE DRAWER OVER DOOR - 29" X 19" X 15" | \$50.00 |



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|---|--|---------|
| 8 | NIGHT STAND - MEDIUM STAIN PINE - RECTANGULAR TOP - THREE DRAWERS BRACKET FEET | \$25.00 |
| 9 | LITHOGRAPHS (2) - 11" X 17" - LATE 19TH CENTURY - LANDSCAPE WITH FIGURES AND ANIMALS IN BLACK AND GOLD WOOD FRAMES - LOWER RIGHT - | \$50.00 |



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|----|---|---------|
| 10 | SLEIGH BED - MEDIUM STAIN WOOD - QUEEN SIZE - HEAD AND FOOT BOARD - TOGETHER WITH MATTRESS - BOX SPRING - FRAME | \$75.00 |
|----|---|---------|



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|----|--|----|
| 11 | LAMP - GOLD WOOD - GLASS DECORATION - PURPLE SHADE
ITEM NOT IN HOME AT TIME OF INSPECTION | NA |
|----|--|----|

TOTAL FOR SOUTH UPSTAIRS GUEST ROOM	\$495.00
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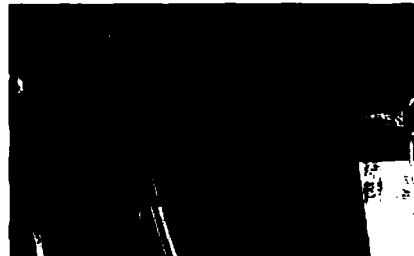
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WEST GARAGE

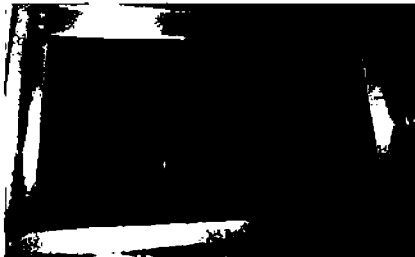
- | | | |
|---|---|------------|
| 1 | GOLF CART - CLUB CAR - WHITE - ROOF CONSOLE - HEADLIGHTS - SERIAL NO. COI102519301 - 2010 | \$2,500.00 |
| 2 | 1 SET OF GOLF CLUBS - WITH 2 BAGS, STEP LADDER, ETC.
ONE SET OF CLUBS NOT FOUND DURING INSPECTION | \$75.00 |



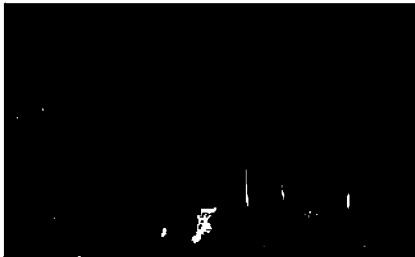
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| 3 | WALL UNITS - 2 - MICA - BRASS PULLS - NOT MATCHING | \$20.00 |
|---|--|---------|



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|---|--|--------|
| 4 | CONTENTS OF WALL UNIT - SHOES, TOWELS, HELMETS, BATS | \$5.00 |
|---|--|--------|



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|---|---|----------|
| 5 | PAINTING - 84" X 48" SIGHT SIZE - BARRY LEIGHTON JONES - ENGLISH - (1932-2011)
OIL ON CANVAS - SIGNED LOWER RIGHT - "LEIGHTON JONES" - EUROPEAN DOCK
SCENE WITH BOATS - IN GALLERY WRAP FRAME | \$175.00 |
|---|---|----------|



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|---|--|---------|
| 6 | END TABLE - MEDIUM STAIN AND PAINTED WOOD - MAGAZINE RACK/GOLF CLUBS | \$25.00 |
|---|--|---------|

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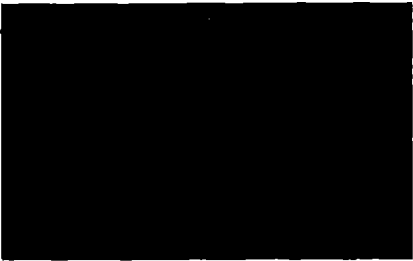
TOTAL FOR WEST GARAGE

\$2,800.00

EAST GARAGE

- 1 MICA CABINET -

\$5.00



- 2 STEP LADDER, CLEANING EQUIPMENT, VASE, SHREDDER, WET DRY VAC
NO VASE OR SHREDDER WERE FOUND DURING INSPECTION

\$50.00



- 3 REFRIGERATOR - AMANA - TOP FREEZER - RED - 18 CUBIC FOOT - MODEL NO.
ATF1822MRH00 - **NOT IN HOME AT TIME OF INSPECTION**

NA

- 4 METAL FOUNTAIN SCULPTURE - BOY, GIRL, DOLPHIN 3'

\$275.00



TOTAL FOR EAST GARAGE

\$330.00

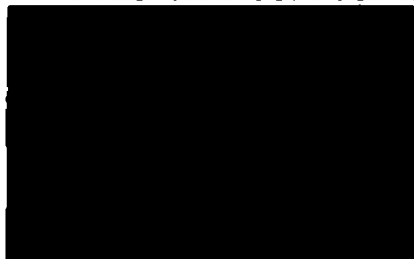
PATIO / POOL AREA

- 1 PATIO FURNITURE - WOODARD, BROWN POWDER COATED ALUMINUM WITH SLING SEATING - CONSISTING OF 2 DOUBLE GLIDERS - SERVING CART - 6 DINING ARM CHAIRS - OVAL DINING TABLE/UMBRELLA - 8 SWIVEL BAR STOOLS - 2 OTTOMAN - 4 CHAISE LOUNGES - 1 SIDE TABLES -
ITEMS NOT PRESENT AT TIME OF INSPECTION (SEE BELOW)

\$1,200.00

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CART-ONE BAR STOOL-FOUR CHAISE-TWO SIDE TABLES



TOAL FOR PATIO POOL AREA

\$1,200.00

METAL STATUARY

1 2 METAL CRANES - 5' AND 6'

\$450.00



2 3 CHERUBS ON A SWAN

\$275.00



3 3 CHILDREN ON A LOG FISHING

\$725.00



4 ANGEL HOLDING FISH

\$125.00

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5 SEATED BOY ON STUMP WITH FISHING POLE

\$275.00



6 NUDE WOMAN ON CHAISE - LEONARDO ROSSI

\$1,200.00



7 GOLFER HOLDING CLUBS AND LANTERN

\$125.00



8 YOUNG GIRL DRESSED IN HER MOTHER'S CLOTHES - JIM DAVIDSON - LOCATED AT FRONT ENTRANCE

\$175.00



PLANTERS

9 4 LARGE POTTERY WITH INCISED DECORATION

\$200.00

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10 2 MEXICAN - ROUND

\$100.00

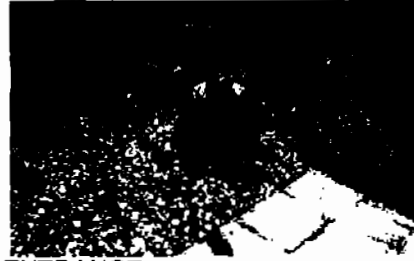


11 3 ASSORTED CERAMIC FROGS AND TURTLE

\$75.00



12 TALL POTTERY WITH LINE DECORATION - FRONT ENTRANCE

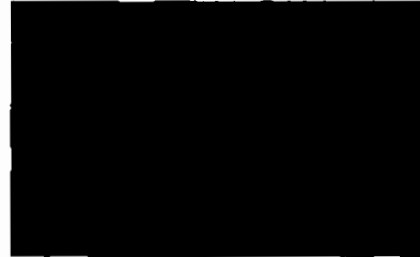


\$50.00



13 POTTERY WITH FISH DECORATION

\$50.00



MISCELLANEOUS

14 CAST CEMENT PELICAN

\$100.00

15 METAL PEDESTAL

\$50.00

16 CAST CEMENT TURTLE

\$25.00

17 CURVED CEMENT AND TILE BENCH

\$50.00

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- 18 ASSORTED SILK FLOWERS - NO COMMERCIAL VALUE \$0.00
19 CEMENT SUCCULENT, 2 LADLES, 5 METAL WATERING CANS \$75.00
2 TERRACOTTA CLOCKS, TERRAPOTTA POT



- 20 MEXICAN CERAMIC GIRAFFE

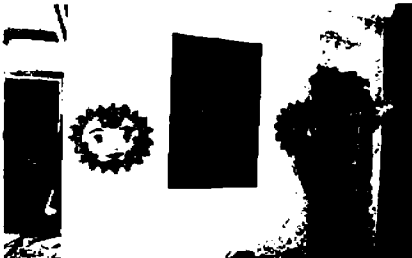


\$50.00



- 21 2 MEXICAN SUN PLAQUES

\$50.00



- 22 2 PLASTIC POTS WITH SILK PLANT \$0.00
23 METAL ALLIGATOR - 7' \$750.00

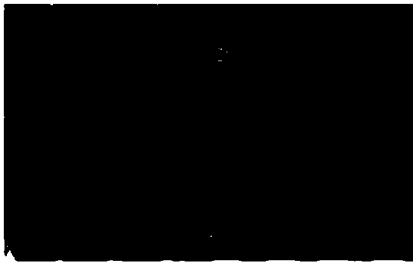
TOTAL FOR STATUARY / ETC.

\$4,975.00

**GARAGE - ITEMS STORED IN BOXES ALONG WIITH ART WORK THAT I WAS
INFORMED HAD BEEN IN THE CONDO AT 2494 S. OCEAN BLVD, BOCA RATON, FL**

- 1 CUT CRYSTAL - LOW BOWL -INCISED FLORAL DESIGN - 2" X 11 1/4"-SIGNED GINORI \$15.00

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- 2 CERAMIC VASE - NARROW NECK BULBOUS SHAPE - ON BOTTOM JACEINTO CHIROQUE CHULUEANOS 2001 -8" X 9" \$25.00



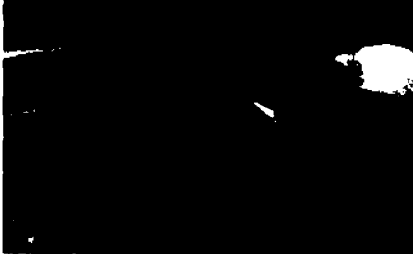
- 3 PAIR OF MARBLE BOOK ENDS - MOTTLED - BEIGE - HALF PEDESTAL - 7" X 2" X 5" \$30.00



- 4 BOWL - ORIENTAL STYLE - WHITE WITH SCALLOPED TOP 3 1/2" X 8" \$2.00



- 5 STEMWARE (4) - CURLED STEMS IN COLOR - 7 1/2" X 5" \$20.00



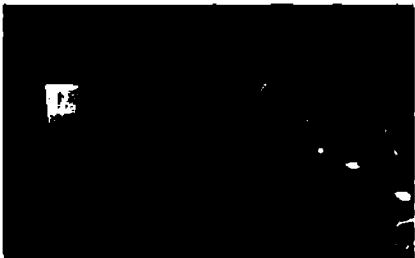
- 6 CLEAR GLASS VASE - 9" X 4

- 7 GREEN GLASS VASE - 9" X 5"

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8 7 - GLASSES IN DIFFERENT COLOR WITH LITTLE THUMB PRINT \$21.00



9 HOT PLATE (TRIVET)- MADE IN PHILLIPINES - MOTHER OF PEARL - 1" X 8" X 12"



10 1 BOTTLE - SILVER PALM CABERNET SAUVIGNON \$5.00

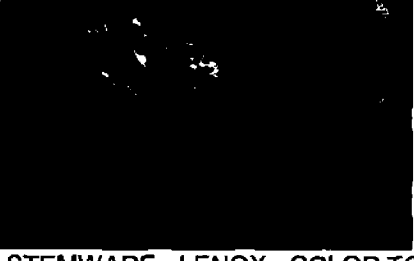


11 8 - SALT SHAKER - GLASS - 1 3/4" \$16.00



12 8 - CRYSTAL GLASSES GREEN ORB BASE - CLEAR TAPERED TOP - 5" X 4" \$40.00

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13	5 - STEM - WINE - PAINTED TULIP DESIGN - 7"	\$25.00
		
14	1 CRYSTAL DECANTER - HORIZONTAL RIDGE	\$8.00
		
15	1 RUBY GLASS CANDY COMPOTE - BRASS BASE - 7"	\$10.00
		
16	CRYSTAL VASE - WITH FAUX FLOWER SET IN RESIN - 10" X 10"	\$15.00
		
17	STEMWARE - LENOX - COLOR TOP - 8"	\$120.00
	6 - CHAMPAIGNE - 1 BROKEN	
	5 - WINE	

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18 1 - BLOWN GLASS DISH - BLUE - 3" X 3" - K. DAHLGLASS

\$10.00



19 1 - VASE - ART GLASS WITH PAINTED FLORAL DESIGN 15" X 8"

\$5.00

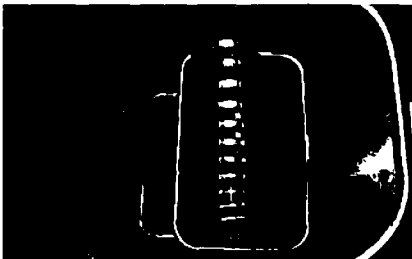
20 1 - CRYSTAL VASE - TIFFANY - 10" X 6"

\$25.00



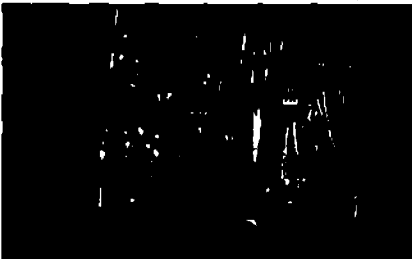
21 1- CRYSTAL VASE - YELLOW HORIZONTAL STRIPE - TRIANGULAR - 14" X 5 1/2"
SIGNED CERREDSE - MURANO

\$75.00



22 FLATWARE - TOWLE - SILVER PLATE - 18/10 - SET

23 SET OF FLATWARE - ONIEDA - 18/10



23 SCALE - HEALTH METER - FLOOR

\$5.00

24 WOK

\$2.00

25 CUISINART

\$5.00

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26	TEA KETTLE	\$2.00
27	2 - MIXING BOWLS	\$4.00
28	BRAUN COFFEE MACHINE	\$5.00
29	IRON	\$2.00



30	ALUMINUM FISH TRAY	\$5.00
31	SALAD SPINNER	\$1.00
32	BAKING TRAY	\$1.00
33	CURVED CONTAINER - ALUMINUM - RABBIT HANDLE	\$5.00
34	MARTINI MAKER	\$10.00



35	CHINA WARE BY LIMOGES - LAURE JAPEY - PARIS AQUARELLE	\$50.00
	8 - BREAD & BUTTER PLATES	
	8 - SOUPS	
	8 - LUNCH	
	8 - DINNER	

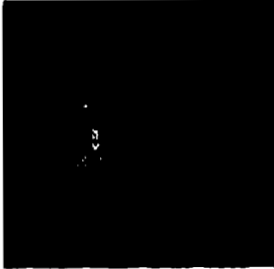


36	KNIFE BLOCK - 9 HEINKLES KNIVES	\$20.00
37	COLLANDER - STAINLESS	\$2.00
38	WOOD SALAD BOWL	\$5.00
39	CHINAWARE - SUSAN WINSET - VARIOUS PIECES -	\$15.00
40	WATER PITCHER - ALUMINUM - ARTHUR COURT	\$35.00
41	LEAF TRAY - ALUMINUM - (OLIVES)	\$10.00
42	MOSAIC - VASE - CHINA	\$5.00
43	APPLE TRAY	\$5.00
44	ELECTRIC CAN OPENER - ARM MISSING	\$0.00
45	<u>4 SLICE TOASTER - CUISINART</u>	\$10.00

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46 1 - BOX OF TOWELS \$0.00



47 UNIVERSAL REMOTE CONTROL \$0.00

48 2 - THROW PILLOWS - WHITE & BLACK \$4.00

49 VASE - BLACK GLASS - 28" \$10.00

50 FISH TRAY - ARTHUR COURT - ALUMINUM - 23" X 12" \$50.00



51 ALUMINUM PLATE - NY ATHLETIC CLUB - 14 1/2" \$1.00

52 ALUMINUM TRAY - 1992 - MARIPOSA \$5.00

53 7 - MOUNTED TILE BY LINEAGE 19" X 12" X 19 1/2" \$175.00
ARTIST - JAN RICHARDSON BAUGHMAN



54 LARGE CANDLE \$1.00

55 WAY FLORAL BASKET \$5.00

56 FURNITURE CARE SET \$2.00

57 2 WOOD CUTTING BOARDS \$6.00

58 2 - CONTAINER \$4.00

59 STEP LADDER - ALUMINUM \$6.00

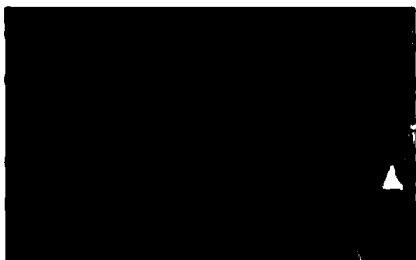
60 DECORATIVE PLATE - MADE IN CHINA - 20" \$2.00

61 SMALL BACCARAT CRYSTAL DISH - 1 1/2" X 3" \$20.00

62 METAL TISSUE BOX HOLDER \$4.00

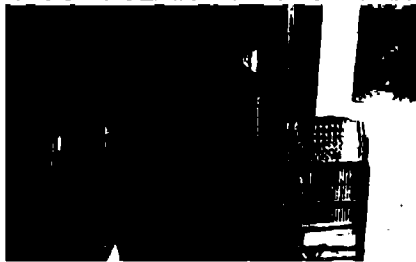
63 3 FOLDING BRIDGE CHAIRS - RATTAN - \$30.00

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64 WOOD FOLDING CABINET - PARTIAL - 60" X 26" CLOSED

\$5.00



65 CHILD'S BICYCLE - PINK

\$20.00



66 TOWEL RACK - STAINLESS- 6'

\$5.00

67 HAND HELD ELECTRIC CAN OPENER

\$2.00

68 ACRYLIC PAINTING ON CANVAS - ABSTRACT YELLOW SQUARES - 5' X 3'

\$75.00



69 ORIENTAL RUG - SILK BLEND - 5' X 8'

\$200.00



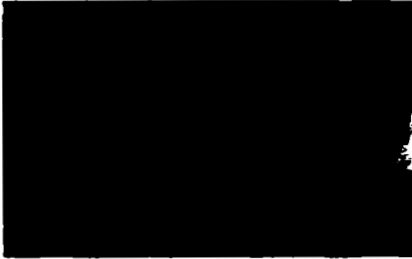
70 ORIENTAL RUG - WOOL -

\$100.00

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|----|--|---------|
| 71 | 6 - GOLF PUTTERS | \$60.00 |
| 72 | 2 FRAMED GRAPHICS - SURREALISTIC STYLE - ON BACK TAG-GOODMAN - 35" X 31" | \$15.00 |



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|----|---|---------|
| 73 | 2 FRAMED PRINTS - ABSTRACT - BLUE - 19" X 20" | \$30.00 |
|----|---|---------|



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|----|--|---------|
| 74 | 1 FRAMED GRAPHIC - ABSTRACT - 31" X 32" | |
| 75 | 1 BRONZE TONE CRYSTAL VASE - BULBOUS - 18" X 14" | \$10.00 |
| 76 | 1 - 4 DRAWER FILE CABINET - LETTER SIZE | |
| 77 | 1 MITSUBISHI ELECTRIC GOLF TRAINER | \$15.00 |
| 78 | 1 EXECUTIVE CHAIR | \$10.00 |
| 79 | 1 - 8' ALUMINUM LADDER | \$20.00 |



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| 80 | 1 - TOOL BOX WITH 20 HAND TOOLS | \$15.00 |
|----|---------------------------------|---------|



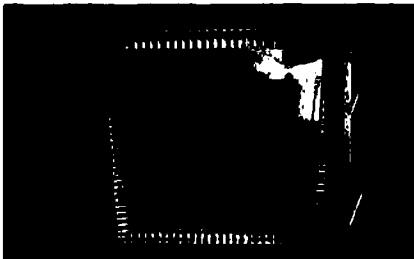
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| 81 | 1 - OIL PAINTING ON BOARD - LOWER LEFT - RIVER BEND - LOWER LEFT - | \$125.00 |
|----|--|----------|

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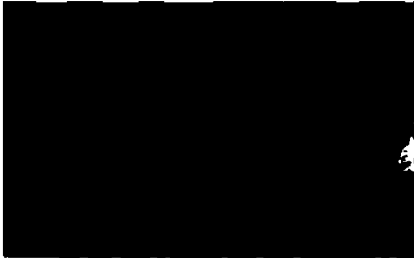
KIRT G BROWN - 36" X 49"



- 82 1 - LITHOGRAPH FRAMED ABSTRACT - LOWER RIGHT - J. BAUGHMAN - 2000 \$25.00
45" X 36"
- 83 3 - FRAMED- GRAPHIC - GEOMETRICS - LOWER RIGHT - ILLEGIBLE - 22" X 15" \$45.00
- 84 2 - MIXED MEDIA - FRAMED - SHIFTING GEARS - ART - S. HILE \$60.00
16" X 16" SIGHT SIZE
- 85 1 - OIL PAINTING ON BOARD - LANDSCAPE - "FOREVER" -KIRT G BROWN - 31" X 29" \$75.00



- 86 2 PAINTINGS - PICASSO STYLE IMAGES -18" X 14" SIGHT SIZE \$500.00
IN WOOD FRAMES WITH MATTING-LOWER IGH T LARRY LASLO



ITEMS IN GARAGE FROM CONDO \$2,408.00

LIGHTING FIXTURES IN HOME

- 1 **CHANDELIER IN STAIRWELL \$500.00**
2' X 3' BRONZE WITH MARBLE - 3 TIER -



- 2 **CHANDELIER(S) IN DINING ROOM \$450.00**
2 - CHANDELIER - WOOD CENTER HOLLOW GLASS ARMS - 6 ARMS - 34" X 24"

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3 CHANDELIER IN FOYER	\$375.00
INVERTED DISH SHAPE OF WHAT APPEARS TO BE FAUX MARBLE	

TOTAL FOR LIGHTING FIXTURES	\$1,325.00
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ROOM TOTALS:

FOYER	\$2,305.00
LIVING AREA	\$4,555.00
POWDER ROOM	\$155.00
DINING AREA	\$4,500.00
KITCHEN	\$1,825.00
FAMILY ROOM	\$8,062.00
POWDER ROOM	\$125.00
WEST HALL	\$1,200.00
1ST SLOOR NW GUEST BEDROOM	\$535.00
1ST FLOOR WEST GUEST BEDROOM	\$585.00
EAST SITTING ROOM	\$1,115.00
STAIRWELL	\$75.00
STUDY	\$2,140.00
STUDY BALCONY	\$55.00
UPSTAIRS WEST HALL	\$175.00
UPSTAIRS BATH/CLOSET	\$307.00
WEST UPSTAIRS BEDROOM /MASTER BEDROOM	\$2,110.00
NORTH UPSTAIRS GUEST BEDROOM	\$265.00
SOUTH UPSTAIRS GUEST BEDROOM	\$495.00
WEST GARAGE	\$2,800.00
EAST GARAGE	\$330.00
PATIO / POOL AREA	\$1,200.00
TOTAL FOR STATUARY/ ETC.(OUTSIDE)	\$4,975.00
TOTAL FOR 7020 LIONS HEAD ROAD	\$39,889.00

ITEMS STORED IN GARAGE THAT HAD BEEN AT 2494 S. OCEAN BLVD	\$2,408.00
TOTAL FOR LIGHTING FIXTURES IN 7020 LIONS HEAD ROAD	\$1,326.00

TOTAL:	\$43,623.00
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12

Private Client Group
A division of AIG Holdings



American Home Assurance Co.
Name of Issuing Company

Renewal Declarations Page

Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations Page is part of your policy. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a description of your coverage.

Policy Number:
PCG 0001332360

Policy Period: 08/10/2009 - 08/10/2010
At 12:01 A.M. standard time at your mailing address shown below

Name of Insured and Mailing Address:
Simon & Shirley Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Agency Name, Address, Phone # & Code:
MarketScout Corporation-IL
40 W222 LaFox Rd Suite Q2
St. Charles, IL 60175

(630) 377-9430

0053923

YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.

The kind of losses that are covered and any special limits or deductibles that apply are explained in detail in your Policy.

Summary of Coverage

Class	Scheduled Items Amount of Coverage	Blanket Items Amount of Coverage	Blanket Items Single Article Limit	Premium
JEWELRY				

Citizens Property Insurance Corporation Emergency Assessment:

\$80.00

Total Premium:

\$8,061.00

ENDORSEMENTS ATTACHED TO THIS POLICY:

PCP (03/06), PCG GLBA (03/06), PCP AEFL (03/06)

PCP DEC-FL (09/07)

Schedule of Items

Endorsement Effective Date : 08/10/09

Policy Number: PCG 0001332360

JEWELRY

Item Description	Amount Insured
1 1 LDS 18K YG DIA BANGLE BRACELET 4.70 CT	\$22,045
2 LDS 18K YG ROLEX WATCH PRESIDENT MODEL	\$12,175
3 LDS 18K YG DIAMOND AND PEARL RING	\$14,995
4 1 PR 18K YG DIAMOND & PEARL EARRINGS 1.50 CTS	\$16,406
5 18K YG & WG DIAMOND RING	\$19,097
6 18K WG DIAMOND & JADE RING SET	\$4,357
7 18K YG & PLAT DIAMOND RUBY SAP EMERALD RING	\$16,406
8 18K YG LAPIS & DIAMOND MARQUISE SHAPE	\$3,460
9 18K YG PLAT DIA DOME RING 71 ROUND DIAMONDS	\$9,869
10 PR 18K YG DIAMOND HOOP EARRINGS 4.48 CTS	\$13,842
11 18K YG AND WG MOBE PEARL & DIAMOND RING	\$2,820
12 18K YG PLAT MULTI COLOR DIAMOND CLUSTER RING	\$30,503
13 14K YG PLAT DIAMOND CLUSTER RING 2.25 CTS	\$6,023
14 18K YG & WG BLACK OPAL & DIAMOND RING	\$23,454
15 18K YG 3/8" WIDE DOG COLLAR NECKLACE 38.5 DWT	\$3,717
16 18K YG GARNET & DIAMOND PENDANT	\$13,202
17 18K YG COMMEMORATIVE ISRAEL MEDALLION PEND WATCH	\$8,587
18 18K WG CHOPARD LDS DIA BANGLE BRACELET WATCH	\$17,302
19 18K YG & DIAMOND W/ GREEN ENAMEL BANGLE BRACELET	\$7,691
20 18K YG BANGLE BRACELET SET W/ OPALS RUBY SAP DIA	\$8,587
21 18K YG 27" OVAL AND TWIST LINK NECKLACE	\$3,460
22 18K YG TWISTED LINK & ROPE BAR LINK NKLC 15 1/2	\$3,844
23 18K YG & WG 36" DOUBLE ROPE CIRCLE WG ROPE SQUARE	\$4,486
24 1 JADE BEAD NECKLACE 1 JADE PENDANT	\$6,153
25 LADIES DIAMOND RING 1 ROUND 4.77 CT & 2 TAPERED BAGUETTE .60 TOTAL WEIGHT SET IN PLATINUM	\$51,652
26 ONE PAIR DIA/PLATINUM EARRINGS 2.07 CTW H/SI	\$17,174
27 18K DIAMOND NECKLACE	\$12,303
28 18KT LADIES DIAMOND NECKLACE SET WITH ROUND BRILLIANT CUT PAVE DIAMONDS 5.81 CTS VS1 CLARITY, F G COLOR	\$13,072
29 RING SET IN PLATINUM, MTG RECTANGLE CUT DIAMOND 7.17 CARAT WEIGHT, COLOR H, CLARITY SI-2, WITH TWO TRILLIANTS DIAMONDS 1.45 CARAT	\$247,250

TOTAL JEWELRY AMOUNT COVERED \$613,932

SCHEDULE OF ITEMS

Endorsement Effective Date : 08/10/09

Policy Number: PCG 0001332360

JEWELRY

Item Description	Amount Insured
1 1 LDS 18K YG DIA BANGLE BRACELET 4.70 CT - MISSING	\$22,046
missing 2 LDS 18K YG ROLEX WATCH PRESIDENT MODEL - MISSING	\$12,175
3 LDS 18K YG DIAMOND AND PEARL RING - MISSING	\$14,995
4 1 PR 18K YG DIAMOND & PEARL EARRINGS .50 CTS - MISSING	\$10,406
5 18K YG & WG DIAMOND RING - missing	\$19,087
6 18K WG DIAMOND & JADE RING SET - missing	\$4,357
7 18K YG & PLAT DIAMOND RUBY SAPPH EMERALD RING - missing	\$10,406
8 18K YG LAPIS & DIAMOND MARQUISE SHAPE - missing	\$3,460
9 18K YG PLAT DIA DOME RING 71 ROUND DIAMONDS - missing	\$2,889
10 PR 18K YG DIAMOND HOOP EARRINGS 4.45 CTS - missing	\$13,847
11 18K YG AND WG MOBE PEARL & DIAMOND RING - missing	\$2,520
12 18K YG PLAT MULTI COLOR DIAMOND CLUSTER RING - missing	\$20,508
13 14K YG PLAT DIAMOND CLUSTER RING 2.25 CTS - missing	\$3,022
14 18K YG & WG BLACK OPAL & DIAMOND RING - missing	\$23,454
15 18K YG 3 1/2" WIDE DOG COLLAR NECKLACE 25.5 DWT - missing	\$3,717
16 18K YG GARNET & DIAMOND PENDANT - missing	\$12,202
17 18K YG COMMEMORATIVE ISRAEL MEDALLION PLAT WATCH - ON INVENTORY	\$5,567
18 18K WG CHOPARD LDS DIA BANGLE BRACELET WATCH - missing	\$17,405
19 18K YG & DIAMOND W/ GREEN ENAMEL BANGLE BRACELET - missing	\$7,630
20 18K YG BANGLE BRACELET SET W/ OPALS RUBY SAP DIA - 1.10 CTS	\$8,587
21 18K YG 27" OVAL AND TWIST LINK NECKLACE - missing	\$7,460
22 18K YG TWISTED LINK & ROPE BAR LINK NKLC 15 1/2" - missing	\$3,341
23 18K YG & WG 38" DOUBLE ROPE CIRCLE WG ROPE SQUARE - missing	\$4,486
24 1 JADE BEAD NECKLACE 1 JADE PENDANT - missing	\$8,153
25 LADIES DIAMOND RING 1 ROUND 4.77 CT & 2 TAPERED BAGUETTE .60 TOTAL WEIGHT SET IN PLATINUM (missing, not same)	\$51,852
26 ONE PAIR DIA PLATINUM EARRINGS 2.07 CTW H.S. - missing	\$7,171
27 18K DIA MOND NECKLACE - missing	\$12,395
28 18KT LADIES DIAMOND NECKLACE SET WITH ROUND BRILLIANT CUT PAVE DIAMONDS 5.81 CTS VS1 CLARITY, F-B COLOR - missing	\$13,072
29 RING SET IN PLATINUM MTG RECTANGLE CUT DIAMOND 2.17 CARAT WEIGHT, COLOR H, CLARITY SI 2, WITH TWO TRILLIANTS DIAMONDS 1.45 CARAT - missing (NOT SAME)	\$747,250
TOTAL JEWELRY AMOUNT COVERED \$613,932	

- 8,587

\$ 605,345.00
(missing)
COVERED

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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

CONSENT OF DEFENDANT ROBERT L. SPALLINA

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

2. Defendant has agreed to plead guilty to criminal conduct relating to certain matters alleged in the complaint in this action and acknowledges that his conduct violated the federal securities laws. Specifically, Defendant has agreed to plead guilty to a one count information which charges him with committing securities fraud involving insider trading in the securities of Pharmasset, Inc. in a matter to be filed in the United States District Court for the District of New Jersey (the "Criminal Action").

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

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

[15 U.S.C. §§ 78j(b) and 78n(e)] and Rules 10b-5 and 14e-3 thereunder

[17 C.F.R. §§ 240.10b-5 and 240.14e-3];

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

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

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

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

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

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

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

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

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

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

12. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant acknowledges that he has agreed to plead guilty for related conduct as described in paragraph 2 above, and: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this

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

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

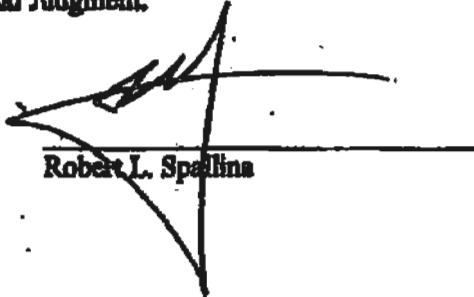
14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable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

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

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

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

Dated: 9/16/15


Robert L. Spallina

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


Notary Public
Commission expires:

Approved as to form:



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



Alexa Colavecchio
COMMISSION # 77104002
EXPIRES December 31, 2018
www.AaronNotary.com

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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

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

I.

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

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

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

II.

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

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

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

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

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

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

III.

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

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

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

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

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

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

IV.

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

V.

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

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

VI.

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

VII.

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

Dated: Sept 29, 2015

Anne E. Thompson
UNITED STATES DISTRICT JUDGE

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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ROBERT L. SPALLINA, et al.,

Defendants.

FINAL JUDGMENT AS TO DEFENDANT ROBERT L. SPALLINA

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

I.

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

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

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

II.

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

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

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

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

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

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

III.

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

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

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

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

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

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

IV.

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

V.

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

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

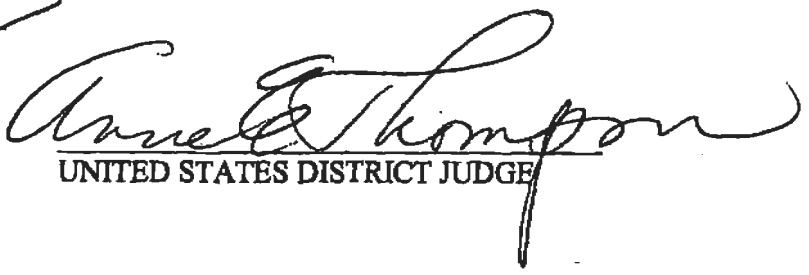
VI.

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

VII.

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

Dated: Sept 29 2015


UNITED STATES DISTRICT JUDGE

Direct Cross Vol 1
December 15, 2015

93

1 BY MR. BERNSTEIN:

2 Q. Are you a convicted felony?

3 THE COURT: Let's back up a second.

4 MR. BERNSTEIN: Yes, sir.

5 THE COURT: When you're asking for a ruling,
6 and I make one, then we're going to have the
7 witness answer.

8 MR. BERNSTEIN: Okay.

9 THE COURT: I made my ruling. I'm letting the
10 witness answer your earlier question, unless you're
11 withdrawing it. Are you withdrawing your earlier
12 question?

13 MR. BERNSTEIN: No.

14 THE COURT: You can answer the question, which
15 is, did you plead to a felony?

16 MR. BERNSTEIN: Sorry, sir.

17 THE WITNESS: I have not.

18 THE COURT: Okay. Next question.

19 BY MR. BERNSTEIN:

20 Q. Have you pled guilty to a misdemeanor?

21 A. I have not.

22 Q. Were you involved in a insider trading case?

23 MR. ROSE: Objection. Relevance.

24 THE COURT: Sustained. Next question.

25 MR. BERNSTEIN: Does that mean he doesn't have