

Alan original language after Court

We all agree beneficiaries are unknown.

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

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

Probate Division Case No.: 502014CP003698XXXXSB

Plaintiff,
 1 We agreed no distributions would be made & called payments instead
 2 We agreed limited indemn.
 3 We agreed beneficiaries are unknown.

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

Why two orders? Agreed on one?

How can dist be made without beneficiaries determined?
 Eliot made mistake in filing but with right language ok.

Defendants.

AGREED ORDER ON ELIOT BERNSTEIN'S MOTION FOR EMERGENCY INTERIM DISTRIBUTIONS

THIS CAUSE having come before the Court on August 19, 2014, upon Eliot Bernstein's Motion for Emergency Interim Distributions ("the Motion"), to pay the private school tuition costs for his children. The Court, having reviewed the Motion and heard argument of counsel and/or the parties, having been advised of the terms of the parties' Confidential Agreement for Receipt of Partial

Distribution (the "Agreement"), having taken testimony from Ted Bernstein and from Eliot and

PAYMENT to later be made as distribution - cannot say!

for welfare payments to be later deducted as interim or final distribution

Candice Bernstein, and otherwise being fully advised in the premises, hereby ORDERS AND ADJUDGES that

1. The Emergency Motion is CONDITIONALLY GRANTED in part, on the terms set forth below.

2. The Trustee is authorized, directed and compelled to make payments to the ~~St.~~ ^{Sevent} Andrew's School on behalf of each of Eliot's three children in the amounts specified in the Agreement, to cover the 2013-2014 arrearages, and the full cost of tuition for 2014-2015 school year. If for any reason any of the children withdraw from or no longer attend the ~~St.~~ ^{aint} Andrews School, said school may not disburse any monies in the children's accounts (excess payments, refunds if applicable, or otherwise) to anyone absent an order from this Court.

3. The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement.

4. In addition, based upon this order directing the Trustee to make such payment, the Court rules that the Trustee shall be held harmless and cannot be sued for the act of making these payments required, court-ordered distributions. Neither Eliot or Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; nor any other beneficiary of The Shirley Bernstein Trust shall commence, prosecute or participate in any litigation against the Trustee concerning these payments.

5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against

Welfare to later be distr when Court determine basis

Welfare to later be ...

OK Yeah!!

Limits Scope

who would distributions be made to?

Welfare or not should be set and to be later determine by Court ...

Limits Scope

on

the Trustee in connection with the Trustee's distributions provided under the Agreement and this Order.

Cannot say violates agree Payments!!!

Must Define!

6. The Court finds that no beneficiary objected to the requested distributions, and finds that it is in the best interests of Eliot Bernstein and his children that these distributions be made directly to the St. Andrew's School. Because the Agreement relates to minor children, the Court orders that the Agreement be treated as confidential, to be provided solely to the parties (parties may share on a confidential basis a copy of the Agreement with counsel advising them in this matter).

who are beneficiaries? define

who are beneficiaries

payments

we agreed to take this out & judge put in.

Judge said parties Not counsel

In addition, to the extent that it would be necessary, the Court waives any requirement for the appointment of a guardian ad litem and further finds that, in respect to the Agreement and this Order, the Agreement is in the best interests of the minor children and that Eliot and Candice Bernstein adequately represent the interests of their minor children.

this language should go in agree to

7. The Court retains jurisdiction to enforce the terms of this order, including enforcement of the injunction relief provided for herein.

DONE AND ORDERED in Chambers, in Palm Beach County, Florida, this ___ day of August, 2014.

Martin H. Colin
CIRCUIT COURT JUDGE

cc: All parties on the attached service list

SERVICE LIST

Eliot I. Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell
(561) 245-8644 - Facsimile
Email: Eliot I. Bernstein (iviewit@iviewit.tv)

William H. Glasko, Esq.
Golden & Cowan, P.A.
17345 S. Dixie Highway
Palmetto Bay, FL 33157
(305) 856-5440 - Telephone
(305) 856-9388 - Facsimile
Email: eservice@palmettobaylaw.com;
bill@palmettobaylaw.com;
tmealy@gcprobatelaw.com
Counsel for Lisa Sue Friedstein, individually and as trustee for her children, and as natural guardian for M.F. and C.F., Minors; Jill Marla Iantoni, individually and as trustee for her children, and as natural guardian for J.I. a minor

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0766 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein, Eric Bernstein, Michael Bernstein

Alan Rose, Esq.
Mrachek Fitzgerald Rose Konopka Thomas & Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

John J. Pankauski, Esq.
Pankauski Law Firm P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
email: courtfilings@pankauskilawfirm.com

August 19, 2014

to who are distributions

NO!

welfare payment

**CONFIDENTIAL AGREEMENT FOR
RECEIPT OF PARTIAL DISTRIBUTION**

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein, hereby acknowledge that they will receive from the Trustee of the above Trust the following:

who! clarify

Payments
Distribution in the amount of:

Payable to St. Andrews School, for the benefit of Daniel:	\$ 42,000.00
Payable to St. Andrews School, for the benefit of Jacob:	\$ 46,000.00
Payable to St. Andrews School, for the benefit of Joshua:	\$ 45,500.00
TOTALS	\$133,500.00

The Court has ordered that, if for any reason any of the children withdraw from or no longer attend the St. Andrews School, said school may not disburse any monies (excess payments or refunds if applicable) to anyone absent court order.

A condition of this distribution is the agreement by the undersigned to return to the Trustee, upon demand, any property determined by the Court to have been improperly received and its income since distribution or, if the undersigned not have the property, to return to the said Trustee the value of the property at the date of disposition and its income and gain received. The undersigned shall have no obligation to return the property unless it is determined by a Court to have been improperly distributed.

WTF!

Further, to the extent that it is determined that these monies should have been distributed to Eliot Bernstein individually, rather than to his children or trusts for the benefit of his children, Eliot agrees that he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled.

he now tries to make dist to kids. No way

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this distribution and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

no limit of scope \$ amount way to road here

Initial: ELIOT _____ CANDICE _____

open ended must be payment!!
not limited as agreed!!

What we agreed was dist to any party.

August 19, 2014

What are the prior dists. Need to define

either it is a payment or dist.

If the Court determines that Daniel, Jacob and Joshua are beneficiaries of the Shirley Trust, the above-listed payments will constitute a partial distribution to the respective child in the amount set forth above.

If the Court determines that Eliot is a beneficiary of the Shirley Trust, the full amount of \$133,500 will constitute a partial distribution to Eliot and will count against any distribution to Eliot.

The fact that Eliot and Candice Bernstein have entered into this Agreement does not constitute an admission, concession or waiver by Eliot and Candice that any prior distributions to any parties other than Eliot or his children were proper, nor does entering this Agreement waive any other claims.

This Agreement was made voluntarily and not under any duress, pressure or coercion by the Trustee.

The distributions contemplated hereunder are subject to approval by the Probate Court, and have been approved by the Court at a hearing held August 19, 2014.

Pursuant to Order of the Court, the terms of this Agreement shall remain confidential and may not be provided to anyone other than the parties (parties may share on a confidential basis a copy of the Agreement with counsel advising them in this matter).

Dated this 19th day of August, 2014.

ELIOT BERNSTEIN, individually and as parent and natural guardian of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein

CANDICE BERNSTEIN, individually and as parent and natural guardian of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein

~~So the court has approved~~

OK

not true

need to clarify

But it was and is

Since Gene's are not known how are these distribute

On court draft of Alan we agreed to remove Judge & Alan agreed to put in?

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

IN RE:

Case No. 502011CP000653XXXXSB

ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

Division: IY

Welfare payments to

**AGREED ORDER ON ELIOT BERNSTEIN'S
MOTION FOR EMERGENCY INTERIM DISTRIBUTIONS**

THIS CAUSE having come before the Court on August 19, 2014, upon Eliot Bernstein's Motion for Emergency Interim Distributions ("the Motion"), to pay the private school tuition costs for his children. The Court, having reviewed the Motion and heard argument of counsel and/or the parties, having been advised of the terms of the parties' Confidential Agreement for Receipt of Partial Distribution (the "Agreement"), having taken testimony from Ted Bernstein and from Eliot and Candice Bernstein, and otherwise being fully advised in the premises, hereby ORDERS AND ADJUDGES that

1. The Emergency Motion is CONDITIONALLY GRANTED in part, on the terms set forth below.

2. The Trustee is authorized, directed and compelled to make payments to the St. Andrew's School on behalf of each of Eliot's three children in the amounts specified in the Agreement, to cover the 2013-2014 arrearages, and the full cost of tuition for 2014-2015 school year.

If for any reason any of the children withdraw from or no longer attend the St. Andrews School, said school may not disburse any monies in the children's accounts (excess payments, refunds if applicable, or otherwise) to anyone absent an order from this Court.

later we determine as dist by court to whoever sends owe.

Judge added

thought we are not taking distributions

for Welfare Payments to

3. The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement.

4. In addition, based upon this order directing the Trustee to make such payment, the Court rules that the Trustee shall be held harmless and cannot be sued for the act of making these required, court-ordered ^{Payments} distributions. Neither Eliot or Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; nor any other beneficiary of The Shirley Bernstein Trust shall commence, prosecute or participate in any litigation against the Trustee concerning these ^{welfare} payments.

5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's ^{welfare} distributions provided under the Agreement and this Order. ^{payments}

6. The Court finds that no beneficiary objected to the requested distribution, and finds that it is in the best interests of Eliot Bernstein and his children that these distributions be made directly to the St. Andrew's School. Because the Agreement relates to minor children, the Court orders that the Agreement be treated as confidential, to be provided solely to the parties (parties may share on a confidential basis a copy of the Agreement with counsel advising them in this matter). In addition, to the extent that it would be necessary, the Court waives any requirement for the appointment of a guardian ad litem and further finds that, in respect to the Agreement and this Order, the Agreement is in the best interests of the minor children and that Eliot and Candice Bernstein adequately represent the interests of their minor children.

welfare to later be determined who it will be distributed

7. The Court retains jurisdiction to enforce the terms of this order, including enforcement of the injunction relief provided for herein.

DONE AND ORDERED in Chambers, in Palm Beach County, Florida, this ___ day of August, 2014.

Martin H. Colin
CIRCUIT COURT JUDGE

cc: All parties on the attached service list

SERVICE LIST

Eliot I. Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434
(561) 245-8588 - Telephone
(561) 886-7628 - Cell

(561) 245-8644 - Facsimile
Email: [Eliot I. Bernstein \(iviewit@iviewit.tv\)](mailto:Eliot.I.Bernstein@iviewit.tv)

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3695 West Boynton Beach Blvd., Suite 9
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: pfeaman@feamanlaw.com;
service@feamanlaw.com;
mkoskey@feamanlaw.com
Counsel for William Stansbury

William H. Glasko, Esq.
Golden & Cowan, P.A.
17345 S. Dixie Highway
Palmetto Bay, FL 33157
(305) 856-5440 - Telephone
(305) 856-9388 - Facsimile
Email: eservice@palmettobaylaw.com;
bill@palmettobaylaw.com;
tmealy@gcprobatelaw.com
Counsel for Lisa Sue Friedstein, individually and as trustee for her children, and as natural guardian for M.F. and C.F., Minors; Jill Marla Iantoni, individually and as trustee for her children, and as natural guardian for J.I. a minor

Robert Spallina, Esq.
Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Email: rspallina@tescherspallina.com

Donald Tescher, Esq.
Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Email: dtescher@tescherspallina.com

Irwin J. Block, Esq.
700 South Federal Highway, Suite 200
Boca Raton, FL 33432
(561) 910-3071 - Telephone
(561) 910-3080 - Facsimile
Email: ijb@ijblegal.com
Counsel for Tescher & Spallina

Benjamin P. Brown, Esq.
Matwiczuk & Brown, LLP
625 North Flagler Drive, Suite 401
West Palm Beach, FL 33401
(561) 651-4004 - Telephone
(561) 651-4003 - Facsimile
Email: attorneys@matbrolaw.com
Curator for the Estate of Simon Bernstein

John P. Morrissey, Esq.
330 Clematis Street, Suite 213
West Palm Beach, FL 33401
(561) 833-0766 - Telephone
(561) 833-0867 - Facsimile
Email: John P. Morrissey
(john@jmorrisseylaw.com)
Counsel for Molly Simon, Alexandra Bernstein,
Eric Bernstein, Michael Bernstein

Alan Rose, Esq.
Mrachek Fitzgerald Rose Konopka Thomas &
Weiss, P.A.
505 S Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 - Telephone
(561) 655-5537 - Facsimile
Email: arose@mrachek-law.com

John J. Pankauski, Esq.
Pankauski Law Firm P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
email: courtfilings@pankauskilawfirm.com

Eliot Ivan Bernstein

From: Alan Rose <ARose@mrachek-law.com>
Sent: Tuesday, August 19, 2014 2:01 PM
To: Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; tbernstein@lifeinsuranceconcepts.com; John P. Morrissey; William H. Glasko, Esq.
Subject: Agreement and Orders
Attachments: Order [Proposed] re Eliots M-Emergency Distribution. - ABR.pdf; Confidential Agreement for Partial Distribution.pdf; Order [Proposed] in Trust Action re Eliots M-Emergency Distribution. - ABR.pdf

See attached as edited based upon the COURT'S instructions.

I have done two IDENTICAL orders, one in the Shirley Estate and one in the new Shirley Trust Construction litigation to avoid any jurisdictional question or delay, (i.e. in which case this should have been entered). Again, it is IDENTICAL order in two separate styled matters.

Please review and if consistent with Court's ruling, print sign and return Agreement and authorize me to submit ORDERS to Court.

I am standing by and the Trustee is prepared to deliver checks today to St. Andrews School.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991



505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

CONFIDENTIALITY NOTE: THE INFORMATION CONTAINED IN THIS TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL, INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE A COPY OF THIS COMMUNICATION IN ERROR, PLEASE **IMMEDIATELY** (1) REPLY BY E-MAIL TO US, AND (2) DELETE THIS MESSAGE.

TAX DISCLOSURE NOTE: To ensure compliance with requirements imposed by the Internal Revenue Service (Circular 230), we inform and advise you that any tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transactions or matters addressed herein.

If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: <http://www.adobe.com>