

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

CASE NO.: 502011CP000653XXXXSB

IN RE: THE ESTATE OF  
SHIRLEY BERNSTEIN,

Deceased.

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ELIOT IVAN BERNSTEIN, PRO SE,

Petitioner.

vs.

TESCHER & SPALLINA, P.A. (AND ALL  
PARTNERS, ASSOCIATES AND OF COUNSEL);  
ROBERT L. SPALLINA, ESQ., PERSONALLY;  
et al.,

Respondents.

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HEARING BEFORE THE HONORABLE MARTIN H. COLIN

Tuesday, August 19, 2014

South Palm Beach County Courthouse  
200 West Atlantic Avenue, 2nd Floor  
Delray Beach, Florida 33444

12:04 - 12:24 p.m.

**CERTIFIED COPY**

Everman & Everman, Inc.  
1101 N Olive Ave West Palm Beach FL 33401

1 The following proceedings were taken in the  
2 above-entitled cause before JUDGE MARTIN H. COLIN, on the  
3 2nd Floor, in the South Palm Beach County Courthouse,  
4 City of Delray Beach, State of Florida, beginning at  
5 12:04 p.m., on Tuesday, the 19th day of August, 2014.

6 Appearances at said time and place were as follows:

7  
8 ELIOT IVAN BERNSTEIN, PETITIONER, PRO SE

9 On behalf of Ted Bernstein:

10 ALAN B. ROSE, ESQ.  
11 MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS  
12 505 S. Flagler Drive, Suite 600  
13 West Palm Beach, Florida 33401

14 On behalf of Molly Simon, Alexandra Bernstein,  
15 Michael Bernstein and Eric Bernstein:

16 JOHN P. MORRISSEY, ESQ.  
17 JOHN P. MORRISSEY, P.A.  
18 330 Clematis Street, Suite 203  
19 West Palm Beach, Florida 33401

20 Also present:

21 BRIAN O'CONNELL, ESQ., PERSONAL REPRESENTATIVE OF THE  
22 ESTATE OF SIMON BERNSTEIN

23 - - -

24 THE COURT: All right, so now we're back on  
25 the Bernstein record, and for the reporter's  
benefit, counsel, give your appearances again.

MR. ROSE: Alan Rose on behalf of Ted  
Bernstein as trustee of the Shirley Bernstein  
trust.

1 THE COURT: Okay.

2 MR. ELIOT BERNSTEIN: Eliot Bernstein on  
3 behalf of Eliot Bernstein.

4 MR. MORRISSEY: John Morrissey here on  
5 behalf of Molly Simon, Alexandra Bernstein,  
6 Michael Bernstein and Eric Bernstein.

7 MR. O'CONNELL: Brian O'Connell, Your  
8 Honor, personal representative of the Estate of  
9 Simon Bernstein.

10 THE COURT: Okay. All right, so what do we  
11 have?

12 MR. ROSE: Mr. O'Connell is not technically  
13 in the case, but he's helping, and he helped us  
14 out in the hallway.

15 THE COURT: Okay.

16 MR. ROSE: It's a little bit of an unusual  
17 situation because of the time exigency that's been  
18 presented by the children's need for tuition  
19 payments. So it's been represented to us that  
20 there are three minor children who will not be  
21 permitted to attend the school they've been  
22 attending without these distributions. It's the  
23 trustee's --

24 THE COURT: Without payment to them.

25 MR. ROSE: Without payment to the school.

1 It's the trustee's position and belief that there  
2 are different ways in which the money may be  
3 distributed ultimately, but we are not aware of  
4 any scenario in which some money doesn't get  
5 distributed either to the three minor children of  
6 Eliot Bernstein or to Eliot Bernstein. So we  
7 believe that there will be ultimately a  
8 distribution to one of them. We've not determined  
9 yet who. We don't know if it should be the minor  
10 children. We don't know if it should be all the  
11 grandchildren, or if it should be some of the  
12 grandchildren. We don't know if it should be the  
13 children of Simon and Shirley Bernstein. That's  
14 to be determined in a trust construction action  
15 that's separate.

16 In the meantime and in the interim, on this  
17 emergency basis what we are trying to structure is  
18 a way to make payment directly to the St. Andrews  
19 School so that we don't prejudice the rights of  
20 these three children. So we have a receipt and  
21 partial distribution agreement that we have  
22 modified and edited, and I would like  
23 Mr. Bernstein to sign that now, and he'll initial  
24 it, and I'll retype it up and send them a clean  
25 copy of exactly the same words that they can sign

1 later today, and we have an order that we'd like  
2 Your Honor to enter, we'll have to submit, because  
3 we have to modify, but it will be an agreed order.

4 THE COURT: Okay, so why don't you read to  
5 me or publish what your agreement is. How about  
6 that? So, Mr. Bernstein, listen to that carefully.

7 MR. ELIOT BERNSTEIN: To what?

8 THE COURT: To the agreement. I'm asking  
9 him to read into the record the agreement.

10 MR. ELIOT BERNSTEIN: Can I take a picture  
11 of that too?

12 THE COURT: You'll get a copy of it.

13 MR. ELIOT BERNSTEIN: I meant the other one  
14 on your computer.

15 MR. ROSE: You may while I read.

16 MR. ELIOT BERNSTEIN: Go ahead.

17 MR. ROSE: For the record, whenever I read  
18 the word distribution, we have agreed that this is  
19 without prejudice to Mr. Bernstein's right to  
20 contest that other prior distributions were  
21 proper, improper, and that's provided in here, but  
22 these are distributions being made by the trustee  
23 for the benefit of these -- of these  
24 beneficiaries.

25 So it says Receipt of Partial Distribution,

1           dated August 19, 2014. The undersigned, Eliot  
2           Bernstein, individually, and it will -- it will  
3           read and Candice Bernstein, individually, and  
4           Eliot Bernstein and Candice Bernstein, as parents  
5           and natural guardians of Daniel Bernstein, Jacob  
6           Bernstein and Joshua Bernstein, hereby acknowledge  
7           that they will receive from the trustee of the  
8           above trust the following: Distribution in the  
9           amount of, payable to St. Andrews School for the  
10          benefit of Daniel, \$42,000; payable to St. Andrews  
11          School for the benefit of Jacob, \$46,000; and  
12          payable to St. Andrews School for the benefit of  
13          Joshua, \$45,500.

14                   This isn't in the document, but it's been  
15                   represented to us that these are the amounts  
16                   necessary to cover last year's arrearages, this  
17                   year's tuition and some amount of money for books  
18                   and necessities, that -- that those are the agreed  
19                   upon numbers, and the total is 133,500.

20                   The condition of this distribution is the  
21                   agreement by the undersigned to return to the  
22                   trustee upon demand any property determined by the  
23                   court to have been improperly received and its  
24                   income since distribution or if the undersigned  
25                   had not -- not had the property to return to the

1           said trustee the value of the property at date of  
 2           disposition and it's income and gain received.  
 3           The undersigned shall have no obligation to return  
 4           the property unless it's determined by a court to  
 5           have been improperly distributed.

6                       Further, to the extent that it is  
 7           determined that these moneys should have been  
 8           distributed to Eliot Bernstein individually rather  
 9           than to his children or trusts for the benefit of  
 10          his children --

11                      MR. ELIOT BERNSTEIN: Wait, wait. I  
 12          thought we took that out of there by the way.

13                      MR. ROSE: No.

14                      MR. ELIOT BERNSTEIN: We're not making  
 15          distributions to the children. We're waiting for  
 16          the court to determine who the distributions  
 17          ultimately go to.

18                      THE COURT: Listen to the clause.

19                      MR. ELIOT BERNSTEIN: I did. That's not  
 20          what we agreed to.

21                      MR. ROSE: See, these are distributions.  
 22          We just don't know who they should go to, so --

23                      THE COURT: I'm following it so far. So I  
 24          mean, so far, I mean, you all have done a good job  
 25          to make sure this is not prejudiced. So let him

1 continue to read it because I think it's on point.

2 MR. ELIOT BERNSTEIN: Okay.

3 THE COURT: I mean, I know what you want to  
4 accomplish. I'm just remaining silent until he  
5 reads it into the record. Go ahead.

6 MR. ROSE: And just as you're listening to  
7 the rest of the story, we're going to ask you, as  
8 part of our agreed order, for you to enter an  
9 injunction that would prevent anyone, Eliot, his  
10 wife and children, from ever suing the trustee  
11 just for making these three payments.

12 THE COURT: I understand.

13 MR. ROSE: Okay, okay. To the extent it is  
14 determined that these moneys should have been  
15 distributed to Eliot Bernstein, individually,  
16 rather than to his children or to trusts for his  
17 -- for the benefit of his children, Eliot agrees  
18 that he would have used this money for the benefit  
19 of his children, and he agrees that this  
20 distribution of \$133,500 would constitute part of  
21 any distribution to which he would be entitled.

22 Eliot and Candice, individually, and Eliot  
23 and Candice, as parents and natural guardians on  
24 behalf of Daniel, Jacob and Joshua, agree that the  
25 trustee and its professional shall have no --



1 shall have absolutely no liability to anyone for  
2 making this distribution and shall be indemnified  
3 and held harmless from suit by Eliot and Candice,  
4 and Eliot and Candice, as parents and natural  
5 guardians of Daniel, Jacob and Joshua.

6 The distributions contemplated hereunder  
7 are subject to approval by the probate court. If  
8 the court determines that Daniel, Jacob and Joshua  
9 are beneficiaries of the Shirley Trust, these  
10 payments will constitute distributions to them or  
11 for the benefit of them. If the court determines  
12 that Eliot is a beneficiary of the Shirley Trust,  
13 the full amount of \$133,500 shall count against  
14 any distribution to Eliot. This does not  
15 constitute an admission, concession or waiver by  
16 Eliot and Candice Bernstein that any prior  
17 distributions to any parties other than Eliot or  
18 his children were proper nor waives any other  
19 claims. This agreement was made voluntarily and  
20 not under duress, pressure or coercion by the  
21 trustee.

22 That's the agreement of the parties, but  
23 it's subject to the court also entering an order,  
24 and the order, if I can hand it to you, -- or  
25 would you rather read it on my screen, or me read

1 it out loud?

2 THE COURT: The agreed order you're going  
3 to type up?

4 MR. ROSE: Yeah.

5 THE COURT: I don't need to see that as  
6 long as you both agree to the form of the order.

7 MR. ROSE: And the significant language, I  
8 would point out, and this is -- You understand the  
9 trustee's being sued. I'm being sued. You know,  
10 this is a contentious case --

11 THE COURT: Let me say something to you. I  
12 understand exactly what's going on. I haven't  
13 missed a thing, okay, and I've listened to -- You  
14 finished the agreement, correct?

15 MR. ROSE: Yes.

16 THE COURT: So I've listened to it in a  
17 couple of -- with a couple of directions. One is  
18 to actually determine what your deal is; two,  
19 because Eliot's pro se, I have a little bit of an  
20 extra duty, because he's not a lawyer and he's  
21 heavily involved in the litigation, but he still  
22 doesn't know all the rules and substantive things  
23 to make sure that what I hear from the agreement  
24 and the order meets what -- the best that I know  
25 of falls within the situation of what you want to

1 accomplish, okay? So that's kind of how I do it.  
2 It's not special treatment of Eliot, but I do that  
3 whenever there's a pro se on one side and a lawyer  
4 on the other in particular, not that you're  
5 doing -- not that you're taking advantage, but  
6 just, you know, as smart as Eliot may think he is,  
7 this is legal stuff and he -- and some of the  
8 stuff may pass him by.

9 So before you get to the order, let me say  
10 this: I mean, from the moment this matter got  
11 spoken about, the -- and Eliot brought to my  
12 attention that there was this issue of funding the  
13 schooling for his children, I think you've done a  
14 really good job, all sides, in crafting this  
15 agreement because it seems to meet the two  
16 intentions of it: One, get the money to the  
17 school for the children, and, two, do it as we  
18 frequently do, without prejudice to any other  
19 claims that may be existing and yet give credit  
20 for the fact that the payments were made. So it's  
21 actually very simple, I mean, in the light -- For  
22 example, in family law, we do this stuff all the  
23 time. So this is a very common method of  
24 accomplishing it. You preserve your claims, and  
25 on the other hand you acknowledge this, and then

1 as a result of it, we don't have a situation where  
2 you can shake hands with one set of hands and then  
3 punch the other with the other set of hands. So  
4 by virtue of this act taking place, no one can get  
5 sued, no one can get challenged for the fact that  
6 they're entering into an agreement because, if  
7 that was the case, no one would ever enter into  
8 agreements.

9 So I've listened to what you've said, and  
10 understanding what the purpose of it is, I think  
11 you've covered all of it, okay? So I'm satisfied  
12 that it meets the best interests of the parties,  
13 collectively, individually, makes good sense and  
14 away you go.

15 MR. ROSE: We do have language in the order  
16 apropos of what Your Honor just said, that the  
17 court finds that no beneficiary objected to this,  
18 and that it's in the best interest of Eliot  
19 Bernstein and his children that these  
20 distributions be made.

21 THE COURT: Now, let me caution you. "No  
22 beneficiary", does that include Feaman's client?  
23 Because he says he's a beneficiary, although I  
24 haven't determined that yet.

25 MR. ROSE: He -- That's why we're in this

1 Shirley box. He's dropped his claim against the  
2 Shirley box.

3 THE COURT: Okay. All right, thank you.

4 MR. ELIOT BERNSTEIN: By the way, Your  
5 Honor, they have asked Mr. Feaman to waive his  
6 claims to make the school payment, which kind of  
7 makes him a -- I'm just saying --

8 THE COURT: No, that doesn't make him a  
9 beneficiary. See, there you go being a pro se,  
10 complicating matters.

11 MR. ELIOT BERNSTEIN: It seems strange.

12 THE COURT: So let's not go there.

13 MR. ROSE: I only asked in the Simon box.  
14 Now we're in the Shirley box. And this is the  
15 important part if it's agreed to, and it's going  
16 to be an agreed order so it's not appealable, and  
17 it provides that Eliot, individually, and his  
18 wife, individually, -- I'm adding that because  
19 we've added her to this agreement -- Eliot and  
20 wife, individually, Eliot and Candice, as  
21 guardians of their three minor children, and any  
22 other beneficiaries are enjoined and precluded  
23 from filing or pursuing any action against the  
24 trustee in connection with the trustee's  
25 distributions provided under this agreement, and

1 I'll add the word "and order". The court finds --

2 MR. ELIOT BERNSTEIN: Can we put in  
3 regarding the school payments herein so that --

4 THE COURT: Regarding this matter, this  
5 matter.

6 MR. ROSE: Right.

7 THE COURT: He covered that. This matter.

8 MR. ELIOT BERNSTEIN: Okay, if you're  
9 comfortable --

10 THE COURT: It's not more than -- I mean,  
11 this is a contained matter.

12 MR. ELIOT BERNSTEIN: If you're  
13 comfortable, I'm comfortable.

14 MR. ROSE: And my client -- And we're not  
15 talking out of school, but my client just wants to  
16 make certain Your Honor understands, if there's a  
17 suit about this, we would expect to come in and  
18 have Your Honor enforce an injunction against him  
19 only as to this narrow issue.

20 THE COURT: I got it. I got it. I mean,  
21 look, this is not --

22 MR. ROSE: I understand.

23 THE COURT: -- complex.

24 MR. ROSE: And this is a baby step, but it  
25 is an important step to take, and we will be

1 back --

2 THE COURT: That's appropriate language.

3 MR. ROSE: Now, we would ask -- He has not  
4 agreed to this. We would -- We don't believe,  
5 since it involves three minors, it should be  
6 published on the Internet. It may not be  
7 appropriate, and we will be back to you on other  
8 issues on things being on the Internet at a  
9 different time, but we're concerned because you  
10 have minor children --

11 THE COURT: So what is it you're asking me?

12 MR. ROSE: We ask that this be kept  
13 confidential and not published online. It can be  
14 shared with the parties, and Mr. Bernstein didn't  
15 agree to that. It's part of our deal, but I think  
16 it would be --

17 THE COURT: What about that, Mr. Bernstein?

18 MR. ELIOT BERNSTEIN: No.

19 THE COURT: Why not?

20 MR. ELIOT BERNSTEIN: Because there's no  
21 reason.

22 THE COURT: Okay, how about if I find  
23 there's a reason?

24 MR. ELIOT BERNSTEIN: Okay, if you find a  
25 reason, I --

1           THE COURT: I find there's a reason to keep  
2 it confidential. I think it's in the interest of  
3 your children.

4           MR. ELIOT BERNSTEIN: Which?

5           THE COURT: Your children.

6           MR. ELIOT BERNSTEIN: The order is going to  
7 be confidential?

8           THE COURT: Well, yeah, for now, for now,  
9 okay, that this deal, okay, because it's a deal,  
10 okay, remain confidential between the parties.  
11 Okay, it's good for everybody that it does that.

12          MR. ELIOT BERNSTEIN: Well, I've got to  
13 take it to -- See, the problem I have is I do most  
14 of my work online, so lawyers that are working  
15 with me --

16          THE COURT: Lawyers are not, are not  
17 excluded. Your lawyers are included. I mean,  
18 parties are included. Lawyers are included.  
19 Support staff's included.

20          MR. ELIOT BERNSTEIN: Okay, if you're  
21 comfortable, I'm comfortable.

22          THE COURT: And there's a good reason for  
23 that. I want to have an understanding, though, of  
24 something else that's important.

25                 Did you want to say something,



1 Mr. Morrissey?

2 MR. MORRISSEY: Yeah, I thought of  
3 something separate and apart from that.

4 THE COURT: Go ahead.

5 MR. MORRISSEY: Okay. This could be  
6 considered a settlement on behalf of minors in  
7 excess of \$15,000, so you might --

8 THE COURT: Guardian is waived.

9 MR. MORRISSEY: There might want to be a  
10 sentence in the order --

11 THE COURT: You might want to put that.

12 MR. MORRISSEY: -- that says --

13 THE COURT: Yeah, it's a claim that the  
14 children could have if the children wind up being  
15 beneficiaries. To the extent to which they need a  
16 guardian, I find that Eliot and Candice are the  
17 natural guardians and appropriate to make  
18 decisions for them. Your pocket's not being  
19 picked. I'm just finding you're the guardians in  
20 charge of making these decisions. I don't have to  
21 have an outside guardian make the decisions for  
22 the children.

23 MR. BERNSTEIN: Okay.

24 THE COURT: Here's the other thing I want  
25 to make sure. This is important. So move a

1 little aside so Ted --

2 MR. ROSE: I'm sorry.

3 THE COURT: So mechanically, okay, once  
4 this order is entered, Ted is going to write  
5 checks on the trust account of the Shirley Trust;  
6 is that true?

7 MR. TED BERNSTEIN: Yes, sir.

8 THE COURT: And those three checks are  
9 going to be sent to the school. Okay, how is the  
10 school going to know what those checks are for?  
11 They're going to see a check from a trust.  
12 They're going to go, "Hey, thanks," you know,  
13 like that.

14 MR. O'CONNELL: I think, Judge, that's a  
15 good question. I think they've broken them down  
16 by child.

17 THE COURT: Well, I know that. Okay, so on  
18 the check then, on the check you need to be able  
19 to put descriptive language and the transmittal  
20 that indicates that this is for arrears -- tuition  
21 arrears and current tuition for the 2014/2015  
22 school year; is that what --

23 MR. TED BERNSTEIN: Correct.

24 THE COURT: Understand how that goes?

25 MR. TED BERNSTEIN: Yes.

1 THE COURT: Here's the other thing I want  
2 to make sure is clear: The children -- Those  
3 checks go. School starts when?

4 MRS. BERNSTEIN: Tomorrow.

5 THE COURT: Tomorrow. And this you could  
6 either add into the order or somewhere. I want  
7 the following provision: If for any reason,  
8 whether because the children are withdrawn from  
9 the school or otherwise, the school is not  
10 permitted to disburse any of those moneys to  
11 anyone else other than -- without court order.

12 MR. ELIOT BERNSTEIN: Okay, totally fair.

13 THE COURT: So technically, if you withdrew  
14 your kids three days from now, you can't go into  
15 the school and say --

16 MR. ELIOT BERNSTEIN: Give me money.

17 THE COURT: -- give me money.

18 MR. ELIOT BERNSTEIN: Gotcha.

19 THE COURT: No one can do that. Okay, so  
20 the school will hold the money and not disburse,  
21 so it means you're going to have to notice the  
22 school on this order.

23 MRS. BERNSTEIN: I believe --

24 MR. ROSE: This would be my suggestion,  
25 Your Honor, if I may: I think the agreement would

1 be confidential, and the order --

2 THE COURT: The agreement is confidential  
3 and the order won't be because the order is going  
4 to be online anyway, but the agreement doesn't  
5 have to be. All right, but that's -- because we  
6 want the school to know, so if someone walks in,  
7 knocks on the door and says, "Hey, by the way, I  
8 want to take \$500 because I wanted to buy the kids  
9 school clothing," the answer is no. No one --  
10 Only the school can use that money --

11 MR. ELIOT BERNSTEIN: Right.

12 THE COURT: -- internally.

13 MR. ELIOT BERNSTEIN: Perfect.

14 THE COURT: Everyone has that  
15 understanding.

16 MR. ROSE: I guess for the record, it's in  
17 their account. They can buy clothing in the  
18 school store, but they can't use it outside the  
19 school.

20 THE COURT: Right. They can't go shopping  
21 and that kind of stuff. All right, okay.

22 I think you -- Hey, look, let me tell you,  
23 so, you know, I mean, I didn't know when you folks  
24 left whether you'd get this. I thought you  
25 should. You did. So it tells me that, even in

1 this type of contentious litigation, you can still  
2 create something that's beneficial and preserve  
3 your rights to go -- you know, that you have as to  
4 other issues. And there is no such thing as, if  
5 we dispute on the one hand one thing, we can't  
6 ever agree to something else. Okay, so now you've  
7 done a really good job because you've proven to  
8 yourselves that you can continue to do what  
9 happens in litigation. You agree what you can  
10 agree upon, and you disagree, but it's all done  
11 civilly and professionally and done in just this  
12 type of manner in the courtroom because that's  
13 where we do our battles, in the courtroom, based  
14 upon the rules.

15 Yes, sir.

16 MR. O'CONNELL: To mention one thing to  
17 build on that, Your Honor, to give you a little  
18 report, I think I have everyone's agreement to a  
19 mediation at least on one issue having to do with  
20 the creditor, whether he gets his claim satisfied  
21 or settled or so forth, and hopefully it will  
22 ripen into a broader sort of an agreement.

23 THE COURT: Okay. All right, good.

24 MR. O'CONNELL: Just to let you know,  
25 that's sort of in the works.

1 THE COURT: Okay, all right.

2 MR. ROSE: I will prepare the agreement and  
3 order, and I will circulate them.

4 THE COURT: All right, but now I have to  
5 ask some questions. So raise your right hand,  
6 raise your right hand, raise your right hand, the  
7 three of you.

8 Thereupon,

9 TED BERNSTEIN, ELIOT BERNSTEIN and CANDICE BERNSTEIN,  
10 being duly sworn by the Court to tell the truth,  
11 responded and testified as follows:

12 MR. ELIOT BERNSTEIN: Yes, sir.

13 MR. TED BERNSTEIN: Yes.

14 MRS. BERNSTEIN: Yes.

15 THE COURT: Okay, starting with Ted, have  
16 you heard the agreement announced by Mr. Rose as  
17 edited a little bit by Eliot and Mr. Rose?

18 MR. TED BERNSTEIN: I have, Your Honor.

19 THE COURT: Is that your agreement in your  
20 capacity as trustee of the Shirley Trustee?

21 MR. TED BERNSTEIN: It is.

22 THE COURT: Okay, are you entering into  
23 that agreement freely and voluntarily, intending  
24 to be bound by it?

25 MR. TED BERNSTEIN: I am.

1 THE COURT: Eliot, state your name.

2 MR. ELIOT BERNSTEIN: Eliot Ivan Bernstein.

3 THE COURT: Okay, and did you a hear the  
4 agreement announced by Mr. Rose and edited in part  
5 by you and him?

6 MR. ELIOT BERNSTEIN: I did, sir.

7 THE COURT: Is that your agreement?

8 MR. ELIOT BERNSTEIN: Yes, sir.

9 THE COURT: Are you entering into that  
10 agreement freely and voluntarily, intending to be  
11 bound by it?

12 MR. ELIOT BERNSTEIN: Yes, sir.

13 THE COURT: Candice.

14 MRS. BERNSTEIN: Yes, Candice Bernstein.

15 THE COURT: Okay. Stand up so I can see  
16 you. Hand down.

17 Did you hear the agreement announced by the  
18 parties?

19 MRS. BERNSTEIN: Yes, I did.

20 THE COURT: Is that your agreement?

21 MRS. BERNSTEIN: Yes.

22 THE COURT: Are you intending -- Did you  
23 enter into that agreement freely and voluntarily?

24 MRS. BERNSTEIN: Yes.

25 THE COURT: And do you intend to be bound

1 by it?

2 MRS. BERNSTEIN: Yes.

3 THE COURT: Okay, good. So you're going to  
4 type that up and kind of keep that on the shelf  
5 because that will mean that, you know, now you're  
6 bound by the agreement. Okay, so if for some  
7 reason -- You're going to type that up, correct?  
8 What are you going to do with this?

9 MR. ROSE: We're going to type up the  
10 agreement -- the agreement as edited and the order  
11 immediately when I get to my office and circulate  
12 it and get it to you this afternoon.

13 THE COURT: Okay. If for some reason that  
14 doesn't get signed, then whatever's on the record  
15 here is the agreement, but you need to obviously  
16 sign the written agreement because that's what's  
17 going to allow me to sign the agreed order. So  
18 you can fax over to me a copy of the agreement,  
19 which I'll just throw it out because you're going  
20 to keep the agreement confidential, and then send  
21 me an original order, and then send me a cover  
22 sheet that gives me a fax to return it. I'll fax  
23 it back to Mr. Rose so he can circulate the order.

24 MRS. BERNSTEIN: Thank you.

25 MR. ELIOT BERNSTEIN: Sounds good.



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THE COURT: You may want to get a certified copy of the order to give to the school at some point, but I'll let you guys decide that.

MR. ROSE: Okay.

MR. ELIOT BERNSTEIN: I don't think they need anything.

THE COURT: All right, very good. Thanks.

MR. ROSE: Thank you, Your Honor.

(The hearing concluded at 12:24 p.m.)

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CERTIFICATE OF REPORTER

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I, Lisa Higbee, Court Reporter, State of Florida at Large, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript, page 1 through 26, is a true and complete record of my stenographic notes.

Dated this 22nd day of August, 2014 in Palm Beach County, Florida.

DocuSigned by:  
*Lisa Higbee*  
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\_\_\_\_\_  
Lisa Higbee,  
Court Reporter