

CHILD);
MATTHEW LOGAN (THEODORE'S SPOUSE
ADULT CHILD);
MOLLY NORAH SIMON (PAMELA ADULT
CHILD);
JULIA IANTONI – JILL MINOR CHILD;
MAX FRIEDSTEIN – LISA MINOR CHILD;
CARLY FRIEDSTEIN – LISA MINOR CHILD;
PAGE, MRACHEK, FITZGERALD & ROSE, P.A.
(AND ALL PARTNERS, ASSOCIATES AND OF
COUNSEL);
ALAN B. ROSE, ESQ. – PERSONALLY;
ALAN B. ROSE, ESQ. – PROFESSIONALLY;
PANKAUSKI LAW FIRM PLLC, (AND ALL
PARTNERS, ASSOCIATES AND OF COUNSEL);
JOHN J. PANKAUSKI, ESQ. – PERSONALLY;
JOHN J. PANKAUSKI, ESQ. – PROFESSIONALLY;
KIMBERLY FRANCIS MORAN – PERSONALLY;
KIMBERLY FRANCIS MORAN –
PROFESSIONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES –
PERSONALLY;
LINDSAY BAXLEY AKA LINDSAY GILES –
PROFESSIONALLY;
THE ALLEGED “SIMON L. BERNSTEIN AMENDED
AND RESTATED TRUST AGREEMENT” DATED
JULY 25, 2012;
JOHN AND JANE DOE'S (1-5000).

**ORDER ON ELIOT BERNSTEIN'S: EMERGENCY MOTION TO COMPEL
ALLEGED TRUSTEE OF THE SHIRLEY TRUST TO MAKE EMERGENCY
WELFARE PAYMENTS AS PROVIDED FOR UNDER THE TRUST;
MOTION FOR REMOVAL OF TRUSTEE ON THE COURT'S OWN
INITIATIVE – FLORIDA TITLE XLII 736.0706**

THESE CAUSES CAME BEFORE THE COURT ON AUGUST __, 2014 ON ELIOT
BERNSTEIN'S "EMERGENCY MOTION TO COMPEL ALLEGED TRUSTEE OF THE
SHIRLEY TRUST TO MAKE EMERGENCY WELFARE PAYMENTS AS PROVIDED FOR
UNDER THE TRUST; MOTION FOR REMOVAL OF TRUSTEE ON THE COURT'S OWN
INITIATIVE – FLORIDA TITLE XLII 736.0706" AND THE COURT HAVING HEARD

EMERGENCY MOTION...
Wednesday, August 20, 2014
ORDER

ARGUMENT OF COUNSEL AND BEING OTHERWISE DULY ADVISED IN THE PREMISES, IT IS

ORDERED AND ADJUDGED

1. THAT THIS COURT COMPELS THEODORE AS THE ALLEGED TRUSTEE OF THE SHIRLEY AND SIMON TRUSTS TO COMPLY WITH THE TERMS OF THE TRUST AND MAKE REQUIRED NON DISCRETIONARY WELFARE PAYMENTS TO SAINT ANDREWS SCHOOL DIRECTLY, TO BE LATER DEDUCTED FROM ELIOT OR HIS CHILDREN'S DISTRIBUTIONS, ONCE BENEFICIARIES TO MAKE DISTRIBUTIONS TO LEGALLY CAN BE DETERMINED BY THE COURT AT SOME FUTURE TIME.

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 IN REGARD TO SPECIFICALLY MAKING THE ABOVE-LISTED PAYMENTS TO ST. ANDREWS SCHOOL FOR \$133,500.00 AND SHALL BE INDEMNIFIED AND HELD HARMLESS FROM SUIT; PROVIDED THAT IN NO EVENT SHALL SUCH INDEMNIFIED AMOUNT EXCEED \$133,350 FOR THESE PAYMENTS TO SAINT ANDREWS SCHOOL BY ELIOT AND CANDICE, AND ELIOT AND CANDICE AS PARENTS AND NATURAL GUARDIANS OF DANIEL, JACOB AND JOSHUA.

WELFARE PAYMENTS PER THE SHIRLEY TRUST AND/OR SIMON TRUST SHALL BE MADE 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 WELFARE PAYMENT UNDER THE TERMS OF THE TRUST 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 THE WELFARE PAYMENTS WERE PAID OR, IF THE UNDERSIGNED NOT HAVE THE PROPERTY, TO RETURN TO THE SAID TRUSTEE THE VALUE OF THE PROPERTY AT THE DATE OF FINAL DISPOSITION TO A LEGAL BENEFICIARY TO BE DECIDED BY THE COURT AT A LATER DATE 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 PAID.

EMERGENCY MOTION...
Wednesday, August 20, 2014
ORDER

FURTHER, IF THE COURT DETERMINES THAT THESE PAYMENTS TO ST. ANDREWS SCHOOL SHOULD LATER BE TREATED AS A DISTRIBUTION TO ELIOT'S CHILDREN, THEN PAYMENT FOR THE BENEFIT OF THE RESPECTIVE CHILD WILL CONSTITUTE PART OF ANY FUTURE DISTRIBUTION TO WHICH EACH SUCH CHILD WOULD BE ENTITLED. IF THE COURT DETERMINES THAT THESE PAYMENTS TO ST. ANDREWS SCHOOL SHOULD BE TREATED AS A DISTRIBUTION TO ELIOT BERNSTEIN INDIVIDUALLY AT A LATER DATE, ELIOT AGREES THAT HE WOULD HAVE USED THIS MONEY FOR THE BENEFIT OF HIS CHILDREN AND HE AGREES THE \$133,500.00 PAYMENT WOULD CONSTITUTE PART OF ANY DISTRIBUTION TO WHICH HE WOULD BE ENTITLED IN THE FUTURE AFTER THE COURT DETERMINES THE TRUE AND PROPER BENEFICIARIES TO LEGALLY MAKE DISTRIBUTIONS TO.

IF THE COURT DETERMINES AT A LATER DATE 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 AT A LATER DATE THAT ELIOT IS A QUALIFIED LEGAL 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 WERE PROPER, NOR DOES ENTERING THIS AGREEMENT WAIVE ANY OTHER CLAIMS AGAINST THE TRUSTEE AND HIS COUNSEL, NOR ANYONE ELSE.

THIS AGREEMENT WAS MADE VOLUNTARILY AND NOT UNDER ANY DURESS, PRESSURE OR COERCION BY THE TRUSTEE. THE WELFARE PAYMENTS TO SAINT ANDREWS SCHOOL CONTEMPLATED HEREUNDER ARE SUBJECT TO APPROVAL BY THE PROBATE COURT.

THIS AGREEMENT AND ANY ORDERS ISSUED ARE ONLY ENFORCEABLE IF THE CHILDREN ARE RE-ENROLLED FOR THE 2014-2015 YEAR AND PAYMENTS ARE ACCEPTED BY SAINT ANDREWS, OTHERWISE THIS AGREEMENT WILL BE NULL AND VOID IN ENTIRETY.

THE AMOUNT TO BE RENDERED TO THE SCHOOL DIRECTLY IS USD \$133,500.00, PAYABLE IN FULL NO LATER THAN AUGUST __, 2014.

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 HEREIN, 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.

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 WELFARE PAYMENTS PROVIDED FOR IN THE TRUSTS OF SIMON AND SHIRLEY 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 OR OTHER PARTIES 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.

2. THAT THE COURT APPROVES AFTER CAREFUL REVIEW OF THE REASONS TO REMOVE THEODORE ON THIS COURTS OWN INITIATIVE AND HAVING REVIEWED THE MATTERS BEFORE THE COURT FOR THE

REMOVAL OF THEODORE BERNSTEIN, THE COURT ON THE COURT'S OWN INITIATIVE HEREBY REMOVES THEODORE IN ANY FIDUCIARY CAPACITIES IN THE ESTATES AND TRUSTS OF BOTH SIMON AND SHIRLEY, AS THIS COURT FINDS THAT THEODORE BERNSTEIN IS NOT NOW QUALIFIED TO ACT AS A FIDUCIARY IN ANY CAPACITY.

3. _____
_____.

DONE AND ORDERED IN DELRAY BEACH, PALM BEACH COUNTY, FLORIDA

THIS __ DAY OF AUGUST, 2014.

MARTIN COLIN
CIRCUIT COURT JUDGE

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EMERGENCY MOTION...
Wednesday, August 20, 2014
ORDER